



San Bernardino Community College District
 Board Meeting
 August 08, 2024
 4:00 pm-6:00 pm Pacific Time

Physical Meeting Location:
 SBCCD Boardroom
 550 E. Hospitality Ln., Ste 200, San Bernardino, CA 92408

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

Public records relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection in the Office of the Chancellor at SBCCD, 550 E. Hospitality Ln., Suite 200, San Bernardino, CA, during regular business hours or on the District's website www.sbccd.edu

Anyone who wishes to address the Board of Trustees on an agenda or non-agenda item may do so pursuant to Board Policy 2350 Speakers. Presentations relating to matters on the agenda shall be heard before the vote is called. Comments on non-agenda items shall do so at the time designated on the agenda. Comments must be limited to three (3) minutes per speaker or 20 minutes on the same, or a substantially similar subject, unless the Board votes to extend the time limit.

If you have questions about access or require an accommodation in order to participate in the public meeting, please contact the Chancellor's Office at (909) 388-6903 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. **CLARIFICATION**
- IV. **PRESENTATIONS**
 - A. SBCCD Police Officer Pinning Ceremony:
 1. Officer Richard Diaz, pinned by Acting Chief Blake Bonnet
 2. Officer Sarah Gonzales, pinned by Amelia Gonzales, mother
 3. Officer Kay Kuroda, pinned by Yoshiko Kuroda, mother
 4. Officer Donovan Shaw, pinned by Mike Shaw, father
- V. **APPROVAL OF MINUTES**
 - A. 07-11-2024

B. 07-17-2024 Special Meeting of the Board

VI. RECOGNITION/CELEBRATIONS

- A. Recognize Applause Cards Recipients For Extending Extra Effort to Provide Quality Service and Valued Assistance

VII. CONSENT AGENDA

The Consent Agenda is expected to be routine and noncontroversial. 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. Human Resources

- 1. Adjunct and Substitute Academic Employees
- 2. Appointment of District Employees
- 3. Appointment of Interim Managers
- 4. Appointment of Temporary Academic Employees
- 5. Classification Advancement for Academic Employees
- 6. Classified Job Description and Revision to Classified Salary Schedule
- 7. Consideration of Approval of Sabbatical Leaves for the 2024-2025 Academic Year
- 8. Employee Promotions
- 9. Management Job Description and Revision to Management Salary Schedule
- 10. Management Tuition Reimbursement
- 11. Non-Instructional Pay
- 12. Payment of Stipends

B. Business & Fiscal Services

- 1. Individual Memberships
- 2. Conference Requests
- 3. Resolution #2024-08-08-FS01 Approving Transfers from the Reserve for Contingencies to Various Expenditure Classifications
- 4. Surplus Property and Authorization for Private Sale or Disposal

C. Facilities

- 1. Award RFQ-P #CC03-3640.18 and Contract to Corovan Moving & Storage of Corona, CA
- 2. Master Services Agreements and Task Orders for Bond Construction

3. Ratification of Agreement for Acquisition of Real Property Identified as Lopez
4. Ratification of Agreement for Acquisition of Real Property Identified as Rendon

VIII. REPORTS

- A. Board Committee & Activity Reports
 1. Board Finance Committee (BFC)
 2. Board Legislative Committee (BLC)
 3. Board Policy & Procedures Advisory Committee (BPPAC)

Regional & State Reports

1. Board of Governors (BOG)
2. Joint Powers Authority (JPA)

- B. Chancellor's Report
- C. Represented Groups (3 minutes per group)
 1. Crafton Hills College Academic Senate
 2. Crafton Hills College Classified Senate
 3. Crafton Hills College Associated Students
 4. San Bernardino Valley College Academic Senate
 5. San Bernardino Valley College Classified Senate
 6. San Bernardino Valley College Associated Students
 7. CSEA
 8. CTA
 9. Police Officers Association
- D. Staff Reports (3 minutes per person)
 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

IX. INFORMATION ITEMS

- A. 2024-2025 Update: Strategic Plan and Objectives
- B. Board Master Action Planning Calendar
- C. Budget Revenue & Expenditure Summary
- D. CCFS-320 Apportionment Attendance Report for FY 2024 Period 3
- E. Construction Change Orders and Amendments - Bond Program
- F. Contracts Below \$114,500

- G. District Grant Update
- H. General Fund Cash Flow Analysis
 - I. MOUs between SBCCD and the CSEA
- J. Professional Expert Short-Term and Substitute Employees
- K. Purchase Order Report
- L. Resignations
- M. Volunteers

X. 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. Public Employee Discipline/Dismissal/Release/Non Re-Employment
Government Code 54957
Number of cases: 2
- C. Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to Subdivision (d)(2) and
(e) of Government Code Section 54956.9
Number of cases: 1
- D. Conference with Legal Counsel – Existing Litigation
Government Code 54956.9(e)(3) or (d)(1)
Number of cases: 1
- E. Public Employee Performance Evaluation
Government Code Section 54957(b)(1)
Title: Chancellor

XI. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

XII. CONVENE CLOSED SESSION

XIII. RECONVENE PUBLIC MEETING

XIV. REPORT OF ACTION IN CLOSED SESSION

XV. ADJOURN

The next meeting of the Board: Board Strategy Session
August 22, 2024, at 4:00 p.m.
SBCCD, Boardroom, 550 E. Hospitality Ln., Ste 200, San Bernardino,
CA 92408

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 11, 2024

Location: San Bernardino Community College District Boardroom, 550 E. Hospitality Ln., Ste 200, San Bernardino, CA 92408
 Livestream: <https://www.youtube.com/@sanbernardinocommunitycoll42/streams>
 Meeting materials: www.sbccd.edu/govenda

MEMBERS PRESENT	ADMINISTRATORS PRESENT
Dr. Stephanie Houston, Chair Dr. Nathan Gonzales, Vice Chair Joseph Williams, Clerk Dr. Cherina Betters, Trustee John Longville, Trustee Frank Reyes, Trustee Hadi Natour, CHC Student Trustee (advisory) Nelva Ruiz-Martinez, SBVC Student Trustee (advisory)	Dr. Diana Z. Rodriguez, Chancellor Jose Torres, Executive Vice Chancellor Dr. Kevin Horan, CHC President Dr. Gilbert Contreras, SBVC President Kristina Hannon, VC Human Resources & Police Services Dr. Nohemy Ornelas, VC Educational & Student Support Services Angel Rodriguez, Associate Vice Chancellor Government Relations & Strategic Communications
MEMBERS ABSENT	ADMINISTRATORS ABSENT

I. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Chair Houston called the meeting to order at 4:00 p.m.
 Clerk Williams led the pledge of allegiance.

II. PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

- Dr. Judy White
- Vincent Rasso
- Citlally Santana
- Ray Culberson
- Deniz Fierro
- Graciela Galaviz
- Dolores Cornejo
- Nick Arman
- Dana Timmermans

III. CLARIFICATION

None

IV. OATH OF OFFICE

Senator Rosilicie Ochoa Bogh administered the Oath of Office to Trustee Dr. Cherina Betters.

V. APPROVAL OF MINUTES

- A. 06/13/24, 06/24/24, and 06/25/24

Motion: to approve the 06/13/24, 06/24/24, and 06/25/24 meeting minutes

Moved by Trustee Williams. Seconded by Trustee Gonzales.

Electronic vote: AYES: Natour (advisory), Ruiz Martinez (advisory), Betters, Gonzales, Longville, Reyes, Williams, Houston
 NOES: none
 ABSTAIN: none
 ABSENT: none

Motion passed

VI. RECOGNITION/CELEBRATIONS

A. Applause Cards

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

B. Retirements

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

Akers, Elaine, Coordinator, Health Services, SBVC

After 20 years of academic contract service with the District, Elaine has submitted a letter of intent to retire, effective December 31, 2024. Elaine began her employment with SBCCD as a Health Services Coordinator, a position she held for the entirety of her professional 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.

VII. PROVISIONAL APPOINTMENT TRUSTEE AREA 5 CANDIDATES INTERVIEWS

Pursuant to Education Code 5091, on May 23, 2024 the Board of Trustees voted and accepted the resignation of Trustee Gloria Macias Harrison effective June 30, 2024, and to fill the vacancy by a provisional appointment. The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment.

Pursuant to Education Code 35178, A member of the governing board of a school district who has tendered a resignation with a deferred effective date pursuant to Section 5090 shall, until the effective date of the resignation, continue to have the right to exercise all powers of a member of the governing board, except that such member shall not have the right to vote for his or her successor in an action taken by the board to make a provisional appointment pursuant to Section 5091.

- A. Carlos Aguilera
- B. James Albert
- C. Pam Montana
- D. James Morris
- E. Henry Nickel
- F. Fatima Cristerna Sanchez

The board recessed at 5:26 p.m. The chair reconvened the meeting at 5:31 p.m.

VIII. ACTION AGENDA

- A. Provisional Appointment to fill Vacancy in Trustee Area 5

Each trustee completed the provided ranking sheet, eliminating two candidates. Staff and legal counsel tallied the board's ranking sheets, to obtain the top four candidates based on the ranking.

Each trustee completed the provided ranking sheet, eliminating two candidates. Staff and legal counsel tallied the board's ranking sheets to obtain the top two candidates and based on the ranking, the two top candidates are as follows:

Carlos Aguilera
Fatima Sanchez

Discussion: point of clarification regarding special election and election differences and cost.

Motion: to appoint the Provisional Appointment of Carlos Aguilera to fill vacancy in Trustee Area 5.

Moved by Trustee Reyes. Seconded by Trustee Gonzales

Discussion: Trustee Gonzales was impressed with all the candidates and is excited that one candidate is located in the mountain communities. Trustee Williams was impressed with all the candidates and felt learned more about Fatima. Trustee Betters is grateful to the candidates applied. Trustee Longville commented we had an outstanding group of candidates, and all the candidates would be more than capable to fill the job and not leaning towards filling the vacancy and go to election. Chair Houston commented that all six candidates all have related passions points and lived experiences and would lean to allowing the populous to fill the vacancy by election. Trustee Reyes is looking from a grant funding perspective. Trustee Williams the benefit to the election will allow all the candidates an election of the people.

Legal counsel clarified a substitute motion overrides the original motion.

Trustee Reyes did not wish to recall his motion, as the maker of the motion.

Substitute motion: to continue this matter until the next meeting.

Motion: Trustee Longville, Second Trustee Betters

Electronic vote: AYES: Ruiz Martinez (advisory), Betters, Longville, Reyes, Williams, Houston
NOES: Natour (advisory), Reyes, Gonzales
ABSTAIN: none
ABSENT: none

B. Assignment of SBVC President to the Inland Adult Education Consortium Executive Committee

Motion: to assign SBVC President to the Inland Adult Education Consortium Executive Committee

Moved by Trustee Longville. Seconded by Trustee Williams.

Electronic vote: AYES: Natour (advisory), Betters, Gonzales, Longville, Reyes, Williams, Houston
NOES: none
ABSTAIN: Ruiz Martinez (advisory),
ABSENT: none

Motion passed

C. Board Policies for Final Approval

Motion: to approve board policies for final approval with the exception of changing BP 2431 Chancellor's Selection. Change the word "will" to "may".

Moved by Trustee Gonzales. Seconded by Trustee Williams.

Discussion: Trustee Williams requested to change "will" to "may" include

Electronic vote: AYES: Natour (advisory), Ruiz Martinez (advisory), Betters, Gonzales, Longville, Reyes, Williams, Houston
NOES: none
ABSTAIN: none

ABSENT: none

Motion passed

D. Replace Trustees on Board Advisory Committees

Trustee Gonzales nominated Trustee Reyes to the Board Finance Committee.

Trustee Williams nominated Trustee Betters to the Board Legislative Committee.

Motion: to approve nomination of Trustee Betters to Board Legislative Committee and Trustee Reyes to Board Finance Committee.

Moved by Trustee Gonzales. Seconded by Trustee Williams.

Electronic vote: AYES: Natour (advisory), Ruiz Martinez (advisory), Betters, Gonzales, Longville, Reyes, Williams, Houston
NOES: none
ABSTAIN: none
ABSENT: none

Motion passed

IX. CONSENT AGENDA

A. Human Resources

1. Adjunct and Substitute Academic Employees
2. Advancement in Rank
3. Appointment of District Employees
4. Appointment of Temporary Academic Employees
5. Classified Advancement for Academic Employees
6. Non-Instructional Pay
7. Payment of Stipends
8. Workplace Violence Prevention

B. Business & Fiscal Services

1. Award RFP #2024-02 and Contract for Printing Services Department Solutions
2. Conference Requests
3. Contracts at or Above \$114,500
4. Individual Memberships
5. Resolution #2024-07-11-FS-01 Approving Transfers of Appropriations for the 2024-25 Fiscal Year
6. Surplus Property and Authorization for Private Sale or Disposal

C. Facilities

1. Amendment 01 to the Design-Build Agreement with Tilden-Coil Constructors, Inc. of Riverside, CA
2. Appointment of Members to the Citizen Bond Oversight Committee
3. Award Bid #RFB-PMO 01-234 and Contract for Multi-Process Pipe Welding Systems
4. Master Services Agreements and Task Orders for Bond Construction
5. Resolution #2024-07-11-FP-01 Approving the Consent to Mortgage and Subordination Agreement for Parcel

Motion: to approve the Consent Agenda as presented.

Moved by Trustee Gonzales. Seconded by Trustee Betters.

Electronic vote: AYES: Natour (advisory), Ruiz Martinez (advisory), Betters, Gonzales, Longville, Reyes, Williams, Houston

NOES: none
ABSTAIN: none
ABSENT: none

Motion passed

X. REPORTS

Brief reports were provided orally. All written reports are uploaded and can be referenced at www.sbccd.edu/Govenda

- A. Board Committee & Activity Reports
 - 1. Board Finance Committee (BFC) - No report.
 - 2. Board Legislative Committee (BLC) – Trustee Reyes provided a brief report.
 - 3. Board Policy & Procedures Ad-Hoc Committee (BPPAC) – No report.
- B. Regional and State Reports
 - 1. Board of Governors (BOG) – No report.
 - 2. Joint Powers Authority – No report.
- C. Chancellor's Report – Chancellor Rodriguez provided a brief report.
- D. Represented Groups
 - 1. Crafton Hills College Academic Senate. No report.
 - 2. Crafton Hills College Classified Senate – No report.
 - 3. Crafton Hills College Associated Students – Katrina Barringer provided a brief report and provided a written report.
 - 4. San Bernardino Valley College Academic Senate – No report.
 - 5. San Bernardino Valley College Classified Senate – No report.
 - 6. San Bernardino Valley College Associated Students – No report.
 - 7. CSEA – Mary Valdemar provided a brief report.
 - 8. CTA – Jeff Demsky provided a brief report.
 - 9. Police Officers Association – Officer James Quigley provided a written report.
- E. Staff Reports
 - 1. San Bernardino Valley College President – President Contreras provided a brief report.
 - 2. Crafton Hills College President – President Horan provided a brief report.
 - 3. Executive Vice Chancellor – No report.
 - 4. Vice Chancellor of Human Resources & Police Services – Kristina Hannon provided a brief report.
 - 5. Vice Chancellor of Educational & Student Support Services – No report.

IX. INFORMATION ITEMS

- A. Board Master Action Planning Calendar
- B. Budget Revenue & Expenditure Summary
- C. Construction Change Orders and Amendments – Bond Program
- D. Contracts Below \$114,500
- E. General Fund Cash Flow Analysis
- F. MOUs between SBCCD and the CSEA
- G. Professional Expert Short-Term and Substitute Employees
- H. Purchase Order Report
- I. Resignations
- J. Volunteers

X. 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. Public Employee Discipline/Dismissal/Release/Non Re-Employment
Government Code 54957
Number of cases: 1
- C. Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation Pursuant to Subdivision (d)(2) and
(e) of Government Code Section 54956.9
Number of cases: 1
- D. Conference with Legal Counsel – Existing Litigation
Government Code 54956.9(e)(3) or (d)(1)
Number of cases: 1
- E. Public Employee Performance Evaluation
Government Code Section 54957(b)(1)
Title: Chancellor

XI. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None

XII. CONVENE CLOSED SESSION

The Board convened to closed session at 7:05 p.m.

XIII. RECONVENE PUBLIC MEETING

Chair Houston reconvened the public meeting at 7:49 p.m.

XIV. REPORT OF ACTION IN CLOSED SESSION

No report of action.

XV. ADJOURNMENT

The next meeting of the Board: Special Board Meeting
July 17, 2024, at 4:30 p.m.
SBCCD Boardroom
550 E. Hospitality Ln., Ste 200
San Bernardino, CA 92407

The chair adjourned the meeting at 7:54 p.m.

The Board of Trustees approved the July 11, 2024, minutes on August 8, 2024.

Joseph R. Williams, Clerk
SBCCD Board of Trustees

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



BOARD OF TRUSTEES
Special Meeting Minutes – July 17, 2024

Location: San Bernardino Community College District Boardroom, 550 E. Hospitality Ln., Ste 200, San Bernardino, CA 92408
 Livestream: <https://www.youtube.com/@sanbernardinocommunitycoll42/streams>
 Meeting materials: www.sbccd.edu/govenda

MEMBERS PRESENT	ADMINISTRATORS PRESENT
Dr. Stephanie Houston, Chair Dr. Nathan Gonzales, Vice Chair Joseph Williams, Clerk Dr. Cherina Betters, Trustee John Longville, Trustee Frank Reyes, Trustee Nelva Ruiz-Martinez, SBVC Student Trustee (advisory)	Jose Torres, Executive Vice Chancellor Dr. Kevin Horan, CHC President Dr. Gilbert Contreras, SBVC President Kristina Hannon, VC Human Resources & Police Services Dr. Nohemy Ornelas, VC Educational & Student Support Services Angel Rodriguez, Associate Vice Chancellor Government Relations & Strategic Communications
MEMBERS ABSENT	ADMINISTRATORS ABSENT
Hadi Natour, CHC Student Trustee (advisory)	Dr. Diana Z. Rodriguez, Chancellor

I. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Chair Houston called the meeting to order at 4:30 p.m.
 Trustee Reyes led the pledge of allegiance.

II. PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

Griselda Montoya
 Ernest Guillen
 Karina Camacho

III. CLARIFICATION

None

IV. ACTION AGENDA

A. Provisional Appointment to fill Vacancy in Trustee Area 5

Executive Vice Chancellor Torres introduced item A. Provisional Appointment to Fill Vacancy in Trustee Area 5. May 23, 2024 the Board of Trustees voted and accepted the resignation of Trustee Gloria Macias Harrison effective June 30, 2024, and to fill the vacancy by a provisional appointment

Legal Counsel, David Arnett, clarified the San Bernardino County Superintendent of Schools' (SBCSS) deadline to appointment a provision appointment or order an election is July 28, 2024. The results of failure to appoint a candidate today will then be returned to SBCSS to order election or combine into the November 2024 election. The seat will remain vacant and will be combined into the November 2024 election.

Motion: to appoint the Provisional Appointment of Fatima Sanchez to fill the vacancy in Trustee Area 5.

Moved by Trustee Williams. Seconded by Trustee Gonzales.

Discussion: Trustee Reyes stated that Carlos Aguilera understands policy, fiscal accountability, and has community and state connections. Trustee Williams commented that Fatima Sanchez is well qualified, and he could feel her motivation and passion. He would prefer this vacancy to be consolidated into the November 2024 election. Trustee Longville stated that there are multiple qualified candidates. He would like to have this consolidated in the November 2024 election. Trustee Gonzales sees it as a disadvantage to have a vacancy on the board, even if it is for three months.

Electronic vote: AYES: Gonzales, Williams
NOES: Betters, Houston, Reyes
ABSTAIN: Ruiz Martinez (advisory), Trustee Longville
ABSENT: Natour (advisory),

Motion failed.

Motion: to appoint the Provisional Appointment of Carlos Aguilera to fill the vacancy in Trustee Area 5.

Moved by Trustee Reyes. Seconded by Trustee Gonzales.

Discussion: Trustee Gonzales is interested in having a resident of the mountain community on the Board of Trustees. Trustee Longville stated his position is to consolidate the vacancy with the November 2024 election. Trustee Reyes commented that Carlos has worked in the Governor’s Office and in Washington, D.C.

Electronic vote: AYES: Gonzales, Reyes
NOES: Houston, Betters
ABSTAIN: Ruiz Martinez (advisory), Longville, Williams
ABSENT: Natour (advisory)

Motion failed.

No action was taken.

X. ADJOURNMENT

The next meeting of the Board: Business Meeting
August 8, 2024, at 4:00 p.m.
SBCCD Boardroom
550 E. Hospitality Ln., Ste 200
San Bernardino, CA 92407

The chair adjourned the meeting at 5:03 p.m.

The Board of Trustees approved the July 17, 2024, minutes on August 8, 2024.

Joseph R. Williams, Clerk
SBCCD Board of Trustees

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

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

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

DATE: August 8, 2024

SUBJECT: Caring Hands Applause Cards

RECOMMENDATION

This item is for information only.

OVERVIEW

The attached individuals have received special recognition for extending 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 members of the SBCCD team who provide outstanding quality and service.

SBCCD GOALS

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

FINANCIAL IMPLICATIONS

There are no financial implications associated with this Board item.





Caring Hands Applause Cards

Presented for Information August 8, 2024

Kenyon Callahan

Crafton Hills College
Politics

"I took an online politics class with Professor Callahan, and he was incredible. I learned so much from him, and he always responded promptly to my questions about our assignments. He accommodated my disability, allowing me to keep up with the coursework thanks to his effective teaching techniques."

Recognized by:
Vanessa Vincent

Frances Southerland

Crafton Hills College
Student Accessibility Services

"Frances remains a tremendous support for our SAS students. I also want to acknowledge her outstanding efforts in making our SAS Committee a success. The meeting was well-attended by Community HS partners and various CHC departments, who came together to discuss how to better serve our SAS population"

Recognized by:
Vannesa Ramirez

Abe Fulgham III

District Support Operations
EDCT

"Abe is a hard worker that is willing to adapt to any situation. He is creative and resilient when it comes to solving program issues."

Recognized by:
Eddie Rubio

Abe Fulgham, III

District Support Operations
EDCT

"Abe is a great leader and goes above and beyond to ensure programs run smoothly."

Recognized by:
Stacy Garcia and Eddie Rubio

Roxane Joyce

District Support Operations
EDCT

"Roxane deserves a standing ovation! Going above and beyond to assist others is truly commendable."

Recognized by:
Stacy Garcia

Dacia Melendez

District Support Operations
Technology Support Technician

"Dacia expertly helped me with a Zoom account issue. She professionally and calmly walked me through the necessary steps. She is an asset to the DSO team!"

Recognized by:
Nori Sogomonian



Caring Hands Applause Cards

Presented for Information August 8, 2024

Yohanna Tesfay

District Support Operations
EDCT

“Yohanna deserves a standing ovation! Going above and beyond to assist others is truly commendable.”

Recognized by:
Stacy Garcia

Yohanna Tesfay

District Support Operations
EDCT

“Yohanna has been very essential to assisting the department with program operations. She is always willing to help those around her.”

Recognized by:
Eddie Rubio

Maria Torres

District Support Operations
Human Resources

“Thank you so much for processing our employee hiring paperwork so quickly.”

Recognized by:
Karen Peterson

Pablo Treto

District Support Operations
EDCT

“Pablo deserves a standing ovation! Going above and beyond to assist others is truly commendable.”

Recognized by:
Stacy Garcia

Krystal Trussell

District Support Operations
Fiscal Services

“Krystal did an amazing job of leading the way through resolving a tricky invoice. She delved into the problem, and found a simple resolution within the capabilities of Oracle; and to the satisfaction of the vendor.”

Recognized by:
Renee Sanford and Rosemarie Hansen

Michelle Crocfer

San Bernardino Valley College
Student Accessibility Services (SAS)

“Over the years of working in partnership with Michelle, she has ALWAYS gone above and beyond for our students in common! She has maintains an open line of communication which is rare interagency! SBVC is blessed to have this great employee! Thank you Michelle Crocfer!”

Recognized by:
Gilbert McCory, QRP, DOR-San Bernardino



Caring Hands Applause Cards

Presented for Information August 8, 2024

Beth Larivee

San Bernardino Valley College
SAS

"You are an amazing counselor! Our students are so blessed to have a hardworking counselor like you. I aspire to be like you one day when I become a counselor :)"

Recognized by:
Alexa

Nick J. Mendoza

San Bernardino Valley College
HVAC-Maintenance

"Thank you very much for going above and beyond in resolving the seasonal heat issue inside my office, much appreciated."

Recognized by:
Armando A. Garcia

Kevin A. Moreno

San Bernardino Valley College
Campus Technology Services

"Thank you very much for always assisting me with computer/technical/software issues. We appreciate you a lot, keep it up!"

Recognized by:
Armando A. Garcia

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Dr. Kevin Horan, President, CHC
Dr. Gilbert Contreras, President, SBVC
Kristina Hannon, Vice Chancellor, Human Resources, Payroll, Police Services,
and Health and Safety Administration

DATE: August 8, 2024

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 2024-2025 budgets.





Adjunct and Substitute Academic Employees

Presented for Information August 8, 2024

[v.7.22.2024.p.2]2]

2024 – 2025 Academic Year

Employee Name	Location Assignment	Course Subject	Discipline per Minimum Qualifications
Antoncew, Skylar	CHC	Emergency Medical Services	Emergency Medical Technologies
Ayangbah, Shirley	CHC	Economics	Economics
Barrie, Trinette	CHC	Counseling	Counseling
Bogh, Debbie	CHC	Counseling	Counseling
Burkett, Teodora	CHC	Certified Nursing Assistant/Aid	Health Care Ancillaries
Chavira, Rejoice	CHC	Counseling	Counseling
Clement, Brooke	CHC	Counseling	Counseling
Cowans, Nicole	CHC	Theatre	Theater Arts
Gallegos, Maria	CHC	Counseling	Counseling
Garcia, Claudia	CHC	Counseling	Counseling
Grabow, James	CHC	Counseling	Counseling
Hoehn, Marisela	CHC	Counseling	Counseling
Joansen, Kirsten	CHC	Dance	Dance
Macamay, Mariana	CHC	Counseling	Counseling
McAtee, Robert	CHC	Counseling	Counseling
Muller, Katherine	CHC	Counseling	Counseling
Parsa, Masoud	CHC	Economics	Economics
Rivera, Ernesto	CHC	Counseling	Counseling
Romasanta, Justine	CHC	Counseling	Counseling
Santos, David	CHC	Fire Technology	Fire Technology
Scott, Shella	CHC	Counseling	Counseling
Shum, Chang	CHC	Counseling	Counseling
Sosa, Sara	CHC	Counseling	Counseling
Trujillo-Flores, Xochilti	CHC	English	English
Uribe, Evelyn	CHC	Counseling	Counseling
Van Aken, Cameron M.	CHC	Counseling	Counseling
Wilcox-Herzog, Amanda	CHC	Child Development	Child Development/ Early Childhood Education
Wilson, Debbie	CHC	Counseling	Counseling
Xayaphanthong, Soutsakone	CHC	Counseling	Counseling

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources, Payroll, Police Services, and Health and Safety Administration

DATE: August 8, 2024

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 2023-2024 and 2024-2025 budgets.





Appointment of District Employees

Submitted for Board Approval August 8, 2024

[v.7.30.2024.p.1|2]

Employee Name, Title Location Assignment & Department	Start Date	Salary Schedule, Range & Step	New or Replacing	Fund	Live Scan Clearance
Alvarado, Toshio Laboratory Technician II, Microbiology CHC Biology	08/12/24	Classified 50A	Renee Sanford	General Fund	11/30/20
Rhee, Won Senior Web Developer DSO TESS	08/12/24	Classified 63A	Jason Brady	General Fund	TBD [†]
Begg, Erica Counselor SBVC Transfer and Career Center <i>Ratification: Academic employee start date is prior to Board approval due to faculty being required to attend flex and in-service days at the start of the term.</i>	8/9/2024	Academic F8	Keynasia Buffong	Student Success and Support Program	8/6/2017
Gordon, Jessica Assistant Professor, Music SBVC Music <i>Ratification: Academic employee start date is prior to Board approval due to faculty being required to attend flex and in-service days at the start of the term.</i>	8/6/24	Academic TBD*	Madeline Scully	General Fund	TBD

[†]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 8, 2024

[v.7.30.2024.p.2|2]

Employee Name, Title Location Assignment & Department	Start Date	Salary Schedule, Range & Step	New or Replacing	Fund	Live Scan Clearance
Khokher, Parul Assistant Professor, Economics SBVC Economics <i>Ratification: Academic employee start date is prior to Board approval due to faculty being required to attend flex and in-service days at the start of the term.</i>	08/06/24	Academic TBD*	Michael Levine	General Fund	TBD [†]
Navarrette, Jesse Technology Specialist II SBVC TESS	08/12/24	Classified 54A	Manuel Rosales	General Fund	TBD [†]
Moreno, Kevin Technology Specialist II SBVC TESS	08/12/24	Classified 54C	Cerdrick Wrenn	General Fund	11/28/22

[†]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: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources, Payroll & Police Services, and Health and Safety Administration

DATE: August 8, 2024

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 employee 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 the employee is included in the appropriate budgets.





Appointment of Interim Managers

Submitted for Board Approval August 8, 2024

[v.7.18.2024.p.1|1]

Employee Name Location Assignment	Effective Dates	Range & Step	New or Replacing	Fund	Live Scan Clearance
Ward, Amanda Interim Associate Dean of Public Safety CHC Public Safety	08/06/24 to 06/30/25	21A	New	TBD	12/12/16

†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: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources, Payroll & Police Services, and Health and Safety Administration

DATE: August 8, 2024

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 2024-2025 budgets.





Appointment of Temporary Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.18.2024.p.1|1]

Employee Name Location Assignment & Department	From	To	Range & Step	Fund	Live Scan Clearance
Blanco, Glen Dave Professor, Anatomy & Physiology CHC Anatomy & Physiology	08/06/24	06/30/25	D*	General Fund	08/13/10
Ottinger, Maria Professor, Nursing/Clinical Practice SBVC Nursing, Science/Clinical Practice	08/12/24	06/30/25	TBD	General Fund	TBD [†]

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

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

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources, Payroll & Police Services, and Health and Safety Administration

DATE: August 8, 2024

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 2024-2025 budgets.





Classification Advancement for Academic Employees

Submitted for Board Approval on August 8, 2024

[v.7.18.2024.p.2|2]

Employee Name Location Assignment Department	From Column	To Column	Days of Service	Effective Date
Wooten, Andre Counselor SBVC Counseling	D	E	198	07/01/24

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources, Payroll, Police Services, and Health and Safety Administration

DATE: August 8, 2024

SUBJECT: Consideration of Approval of Classified Job Description and Revision to the Classified Salary Schedule

RECOMMENDATION

It is recommended that the Board of Trustees approve the classified job description and revision to the classified salary schedule as attached.

1. Job Description - New
 - a. Campus Safety Specialist
2. Revised Classified Salary Schedule

OVERVIEW

The attached job description changes are necessary to accurately reflect position duties, responsibilities, and minimum qualifications.

ANALYSIS

The attached job description reflects the representative duties and responsibilities, and the appropriate minimum qualifications for the positions involved. CSEA has been notified of the changes.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The financial implications resulting from these revisions will be included in the appropriate 2024-25 budgets.





Campus Safety Specialist

Classified Range: 33

Pending Board Approval: 08/08/24

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*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

SUMMARY DESCRIPTION

Under direction of the appropriate administrator, performs a wide variety of duties related to the environmental and occupational health, emergency planning, safety and risk management programs and activities of the San Bernardino Community College District.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from appropriate supervisor; checks with supervisor regarding non-routine assignments.

REPRESENTATIVE DUTIES

The following duties are typical for this classification.

1. Supports District Administration in the implementation of a safe and prepared campus culture by assisting with safety and risk management programs at the college level.
2. Conducts evaluations and inspections to ensure compliance and identify environmental, occupational health and safety hazards; provides recommendations for corrective action.
3. Maintains required safety program records for the college and site inspections; reviews and maintains related documents and forms, such as safety plans and safety data sheets to ensure accuracy.
4. Conducts regular hazard assessments to identify potential hazards or situations that may lead to injury or incidents as outlined in the District's safety plans/programs.
5. Reports fire, sanitary, safety or security hazards on any District property; reports needed maintenance or repairs to the appropriate authority or department.
6. Checks various safety devices monthly, such as fire extinguishers, Automatic External Defibrillator (AED), etc.; provides reports on monthly inspections, including reports on maintenance or replacement as needed.
7. Conducts routine inspections of eyewash stations and deluged showers across the campus to ensure compliance with safety regulations and standards.
8. Conducts routine inquiries and follow up meetings regarding environmental and occupational health campus incidents and injuries.
9. Answers questions and provides information to students, faculty, staff, and visitors regarding campus safety policies.
10. Enters, updates, corrects, and extracts information; maintains and generates reports as needed.
11. Keeps records of the distribution and assignment of equipment and supplies, maintains inventory of department equipment and supplies, and makes purchase recommendations.



Campus Safety Specialist

Classified Range: 33

Pending Board Approval: 08/08/24

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12. Assists in the development and implementation of safety policies, procedures, and guidelines based on regulatory requirements and best practices.
13. Serves as a liaison between the college campuses and Safety and Risk Management Department during inspections, audits, and compliance reviews.
14. Assists in the coordination of department events; participates and represents the department at functions, meetings, and events related to the area of assignment.
15. Participates in safety committees, task forces, and working groups to address specific safety concerns and initiatives on campus.
16. Performs other duties related to the primary job duties.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

CORE COMPETENCIES:

Environmental Exposure Tolerance

- Performing under physically demanding conditions
- Accepts and endures the necessity of working in unpleasant or physically demanding conditions
- Shows established adaptation and performance under unpleasant or physically demanding conditions

Safety Focus

- Showing vigilance and care in identifying and addressing health risks and safety hazards
- Maintains high level of conscientious safety practice

General Physical Ability

- Using strength, endurance, flexibility, balance and coordination
- Applying motor and perceptual abilities requiring no specific technique, training or conditioning

Professional and Technical Expertise

- Applying technical subject matter to the job **
- Knows the rudimentary concepts of performing the essential technical operations

Adaptability

- Responding positively to change and modifying behavior as the situation requires**
- Accept and adjust to changes and the unfamiliar



Campus Safety Specialist

Classified Range: 33

Pending Board Approval: 08/08/24

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Innovation

- Imagining and devising new and better ways of doing things**
- Fix what is broken; find solutions and fixes with resources at hand
- Finds new approaches to performing familiar tasks
- Create and invent new ideas; envision the unexpected, unexplored, untried**

Critical Thinking

- Analytically and logically evaluates information to resolve problems
- Follow guide, SOP or other step by step procedures for locating the source of a problem and fixing it
- May detect ambiguous, incomplete, or conflicting information or instructions**

Informing

- Proactively obtaining and sharing information

Mechanical Insight

- Chooses the right tool for the job
- Applies principles of mechanical advantage to get the work done
- Follows step-by-step assembly procedures, troubleshooting guides, and simple diagrams

Customer Focus

- Attending to the needs and expectations of customer
- Seeks information about the immediate and longer term needs of the customer
- Anticipates what the customer may want or expect in a product or service
- Works across organizational boundaries to meet customer needs **

Attention to Detail

- Focusing on the details of work content
- Shows care and thoroughness in adhering to process and procedures that assure quality
- Applies knowledge and skill in recognizing and evaluating details of work**
- Applies skilled final touches on products

Using Technology

- Working with electronic hardware and software applications
- Using basic features and functions of software and hardware

Valuing Diversity

- Shows acceptance of individual differences
- Welcomes input and inclusion of others who may be different from oneself



Campus Safety Specialist

Classified Range: 33

Pending Board Approval: 08/08/24

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- Shows understanding and empathy for the challenges of groups seeking inclusion or dealing with perceived discrimination

***Lead, Advanced or Senior Level Positions*

Education and Experience Guidelines:

Education/Training:

- Equivalent to the completion of the high school.

Experience:

- One (1) year of experience working in either Industrial Hygiene, Occupational Safety, Risk Management, Emergency Management, Public Safety.

Desired Education/Experience

- Possession of or ability to obtain CPR and First Aid certificates.
- OSHA 10 or 30-hour training for construction or general industry.

License or Certificate:

- Possession of a valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting and travel from site to site; exposure to fumes and hazardous/toxic materials.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to frequently lift, carry, push, and/or pull light to moderate amounts of weight up to 25 pounds; to occasionally lift, carry, push, and/or pull heavier amounts of weight with or without assistance; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

Hearing: Hear in the normal audio range with or without correction.

Classified Salary Schedule
Pending Board Approval 08/08/24

RANGE	POSITION	STEP					
		A	B	C	D	E	F
18		\$ 17.11	\$ 17.96	\$ 18.85	\$ 19.81	\$ 20.77	\$ 21.39
19	▪ Bookstore Customer Service Assistant	\$ 17.54	\$ 18.42	\$ 19.32	\$ 20.30	\$ 21.32	\$ 21.96
20	▪ Food Service Worker I	\$ 17.96	\$ 18.86	\$ 19.81	\$ 20.79	\$ 21.83	\$ 22.49
21	▪ Child Development Assistant	\$ 18.42	\$ 19.32	\$ 20.30	\$ 21.32	\$ 22.36	\$ 23.03
22		\$ 18.86	\$ 19.81	\$ 20.79	\$ 21.83	\$ 22.94	\$ 23.63
23	▪ Courier	\$ 19.33	\$ 20.30	\$ 21.33	\$ 22.38	\$ 23.52	\$ 24.22
24		\$ 19.83	\$ 20.84	\$ 21.88	\$ 22.98	\$ 24.13	\$ 24.85
25	▪ Lead Food Service Worker *	\$ 20.33	\$ 21.35	\$ 22.43	\$ 23.54	\$ 24.72	\$ 25.48
26	▪ P.E. & Athletic Equipment Specialist ▪ Sport Information Specialist ▪ Tool Room Specialist	\$ 20.84	\$ 21.88	\$ 22.98	\$ 24.11	\$ 25.32	\$ 26.07
27	▪ Bookstore Assistant ▪ Library Media Clerk ▪ Mail Clerk	\$ 21.36	\$ 22.45	\$ 23.54	\$ 24.74	\$ 25.96	\$ 26.74
28	▪ Aquatic Center Pool Attendant	\$ 21.89	\$ 22.99	\$ 24.14	\$ 25.34	\$ 26.60	\$ 27.40
29	▪ Administrative Clerk ▪ CDC Food Service Specialist ▪ Custodian	\$ 22.47	\$ 23.58	\$ 24.75	\$ 25.98	\$ 27.31	\$ 28.12
30	▪ Grounds Caretaker ▪ Student Services Technician I	\$ 23.00	\$ 24.16	\$ 25.36	\$ 26.63	\$ 27.97	\$ 28.81
31	▪ Book Buyer ▪ Payroll Assistant ▪ Purchasing Technician	\$ 23.58	\$ 24.75	\$ 25.98	\$ 27.31	\$ 28.66	\$ 29.52
32		\$ 24.17	\$ 25.38	\$ 26.66	\$ 28.00	\$ 29.39	\$ 30.26
33	▪ Administrative Assistant I ▪ Admissions and Records Technician ▪ College Safety Specialist ▪ College Security Officer ▪ Printing Operations Specialist	\$ 24.78	\$ 25.98	\$ 27.32	\$ 28.67	\$ 30.10	\$ 31.01
34	▪ Account Technician ▪ Grant Technician ▪ Library Technical Assistant I ▪ Maintenance Worker ▪ Student Services Technician II ▪ Warehouse Technician	\$ 25.38	\$ 26.66	\$ 28.00	\$ 29.39	\$ 30.87	\$ 31.79
35	▪ Assistant Bookstore Manager ▪ Child Development Teacher ▪ Lead Custodian * ▪ Lead Grounds Caretaker *	\$ 26.01	\$ 27.33	\$ 28.69	\$ 30.11	\$ 31.61	\$ 32.56
36	▪ Development Assistant	\$ 26.68	\$ 28.01	\$ 29.42	\$ 30.89	\$ 32.43	\$ 33.40
37	▪ Administrative Assistant II ▪ Library Technical Assistant II *	\$ 27.34	\$ 28.71	\$ 30.13	\$ 31.63	\$ 33.23	\$ 34.22
38	▪ Admissions and Records Specialist ▪ Broadcast Operator** ▪ Technology Support Technician ▪ Evidence and Records Technician ▪ Financial Aid Technician ▪ Senior Student Service Technician*	\$ 28.02	\$ 29.43	\$ 30.90	\$ 32.44	\$ 34.07	\$ 35.08

* Lead, Advanced, or Senior Level Classification

** Under Review

*** Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

Classified Salary Schedule
Pending Board Approval 08/08/24

RANGE	POSITION	STEP					
		A	B	C	D	E	F
39	<ul style="list-style-type: none"> ▪ Lab Assistant I - Aeronautics ▪ Lab Assistant I - Electricity/Electronics ▪ Lab Assistant I - Emergency Medical Services (EMS) ▪ Lead Child Development Teacher * ▪ Payroll Technician ▪ Senior Printing Operations Specialist * 	\$ 28.74	\$ 30.17	\$ 31.69	\$ 33.26	\$ 34.94	\$ 36.00
40	<ul style="list-style-type: none"> ▪ Financial Aid Specialist ▪ Broadcast Technician 	\$ 29.45	\$ 30.93	\$ 32.46	\$ 34.09	\$ 35.79	\$ 36.87
41	<ul style="list-style-type: none"> ▪ Administrative Assistant III ▪ Contracts Technician ▪ Job Developer ▪ Purchasing Agent ▪ Student Engagement Specialist 	\$ 30.18	\$ 31.69	\$ 33.27	\$ 34.94	\$ 36.67	\$ 37.77
42	<ul style="list-style-type: none"> ▪ Academic Support Specialist ▪ Accountant ▪ Admissions and Record Coordinator * ▪ Admissions and Record Evaluator ▪ Dreamers Resource Center Coordinator ▪ HVAC/R Technician ▪ Laboratory Assistant II - Allied Health ▪ Laboratory Assistant II - Art ▪ Laboratory Assistant II - Culinary Arts ▪ Laboratory Assistant II - Multimedia ▪ Laboratory Assistant II - Welding ▪ Maintenance Technician ▪ Producer, Radio ▪ Research Data Specialist ▪ Schedule/ Catalog Data Specialist ▪ Traffic Coordinator, TV ▪ Veterans Services Coordinator 	\$ 30.95	\$ 32.50	\$ 34.12	\$ 35.82	\$ 37.61	\$ 38.74
43	<ul style="list-style-type: none"> ▪ Curriculum Coordinator 	\$ 31.72	\$ 33.29	\$ 34.96	\$ 36.71	\$ 38.54	\$ 39.69
44	<ul style="list-style-type: none"> ▪ Graphic Specialist ▪ Planetarium Production & Presentation Coordinator ▪ Project Analyst ▪ Senior Producer, Radio** ▪ Telecommunications Engineer** ▪ User Liaison 	\$ 32.51	\$ 34.13	\$ 35.82	\$ 37.61	\$ 39.51	\$ 40.69
45	<ul style="list-style-type: none"> ▪ Administrative Coordinator * ▪ Development Coordinator ▪ EOPS Coordinator ▪ Financial Aid Coordinator * ▪ Institutional Advancement Coordinator ▪ Interpreting Services Specialist 	\$ 33.33	\$ 34.99	\$ 36.74	\$ 38.56	\$ 40.51	\$ 41.74

* Lead, Advanced, or Senior Level Classification

** Under Review

*** Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

Classified Salary Schedule
Pending Board Approval 08/08/24

RANGE	POSITION	STEP					
		A	B	C	D	E	F
46	<ul style="list-style-type: none"> ▪ Basic Needs Coordinator ▪ Coordinator, Outreach and Relations with Schools ▪ Distance Education Systems Administrator ▪ Environmental Health & Safety Specialist ▪ Senior Accountant * ▪ Senior Payroll Technician* ▪ Student Services Coordinator 	\$ 34.15	\$ 35.87	\$ 37.64	\$ 39.54	\$ 41.51	\$ 42.75
47	<ul style="list-style-type: none"> ▪ Admissions & Records Lead Evaluator * ▪ Lab Technician I - Biological Sciences ▪ Lab Technician I - Computer Information ▪ Lab Technician I - Geo-Science & Anthropology ▪ Lab Technician I - Physics/Astronomy 	\$ 35.00	\$ 36.75	\$ 38.60	\$ 40.54	\$ 42.56	\$ 43.84
48	<ul style="list-style-type: none"> ▪ Alternative Media and Assistive Technology Specialist ▪ Program/Content Coordinator, KVCR 	\$ 35.90	\$ 37.67	\$ 39.55	\$ 41.57	\$ 43.63	\$ 44.94
49	<ul style="list-style-type: none"> ▪ Senior Maintenance Technician * 	\$ 36.76	\$ 38.60	\$ 40.55	\$ 42.58	\$ 44.69	\$ 46.04
50	<ul style="list-style-type: none"> ▪ Athletic Trainer ▪ Laboratory Technician II - Anatomy & Physiology ▪ Laboratory Technician II - Microbiology ▪ Marketing & Communications Coordinator - KVCR/FNX ▪ Producer/Director, TV ▪ Program Coordinator ATTC** ▪ Senior Theatre Arts Technical Support Specialist * ▪ Technology Support Specialist I 	\$ 37.69	\$ 39.56	\$ 41.58	\$ 43.64	\$ 45.81	\$ 47.19
51		\$ 38.61	\$ 40.57	\$ 42.60	\$ 44.74	\$ 46.97	\$ 48.38
52	<ul style="list-style-type: none"> ▪ Laboratory Technician III - Chemistry 	\$ 39.58	\$ 41.59	\$ 43.68	\$ 45.84	\$ 48.13	\$ 49.59
53	<ul style="list-style-type: none"> ▪ Data Analyst 	\$ 40.59	\$ 42.62	\$ 44.75	\$ 46.99	\$ 49.34	\$ 50.83
54	<ul style="list-style-type: none"> ▪ Budget Analyst ▪ Instructional Technology Specialist ▪ Research Analyst ▪ Student Services Technology Coordinator ▪ Technology Support Specialist II ▪ Web Developer 	\$ 41.61	\$ 43.69	\$ 45.85	\$ 48.15	\$ 50.57	\$ 52.08
55		\$ 42.64	\$ 44.77	\$ 47.01	\$ 49.38	\$ 51.84	\$ 53.40
56		\$ 43.71	\$ 45.88	\$ 48.17	\$ 50.60	\$ 53.12	\$ 54.72
57	<ul style="list-style-type: none"> ▪ Systems Analyst ▪ RF/ Microwave Engineer** 	\$ 44.80	\$ 47.04	\$ 49.40	\$ 51.86	\$ 54.47	\$ 56.11
58		\$ 45.93	\$ 48.23	\$ 50.64	\$ 53.15	\$ 55.79	\$ 57.46
59		\$ 47.07	\$ 49.42	\$ 51.88	\$ 54.49	\$ 57.21	\$ 58.93
60		\$ 48.25	\$ 50.65	\$ 53.17	\$ 55.86	\$ 58.65	\$ 60.41
61		\$ 49.45	\$ 51.93	\$ 54.52	\$ 57.25	\$ 60.10	\$ 61.91
62		\$ 50.69	\$ 53.23	\$ 55.89	\$ 58.67	\$ 61.60	\$ 63.46
63	<ul style="list-style-type: none"> ▪ Senior Programmer/Analyst * ▪ Senior Research and Planning Analyst * ▪ Senior Technology Support Specialist * ▪ Senior Web Developer * 	\$ 52.27	\$ 54.89	\$ 57.64	\$ 60.51	\$ 63.55	\$ 65.46

* Lead, Advanced, or Senior Level Classification

** Under Review

*** Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

Classified Salary Schedule
Pending Board Approval 08/08/24

RANGE	POSITION	STEP					
		A	B	C	D	E	F
64		\$ 53.58	\$ 56.25	\$ 59.07	\$ 62.02	\$ 65.12	\$ 67.08
65		\$ 54.91	\$ 57.66	\$ 60.56	\$ 63.56	\$ 66.74	\$ 68.75
66		\$ 56.28	\$ 59.09	\$ 62.04	\$ 65.16	\$ 68.41	\$ 70.46

* Lead, Advanced, or Senior Level Classification

** Under Review

*** Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Karla Bonnet, Director Human Resources, & Payroll
Kristina Hannon, Vice Chancellor, Human Resources, Payroll, Police Services,
and Health and Safety Administration

DATE: August 8, 2024

SUBJECT: Consideration of Approval of Granting Sabbatical Leave for the
2024-2025 Academic Year

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendment to the granting of sabbatical leave for the 2024-2025 academic year.

OVERVIEW

This employee is being recommended for Sabbatical Leave for the 2024-2025 academic year and exercise the option under Education Code Section 87770 to waive the furnishing of a bond and pay employees on Sabbatical Leave in the same manner as though a bond is furnished; if the employee executes an agreement containing terms and conditions that protect the interests of the District.

- Alma Lopez, Spring 2025 to replace Margaret Worsley, Fall 2024 (employee resignation)

ANALYSIS

On October 19, 2023, the Board of Trustees granted two full year sabbatical leaves districtwide for the 2024-2025 academic year. Sabbatical Leave Committees at each campus reviewed any applications received and forwarded their recommendations to the District. The District Sabbatical Leave Committee reviewed the requests and forwarded their recommendations to the Chancellor. With the notification of Margaret Worsley's resignation, the recommendation to replace the sabbatical approval with the next ranked employee is being requested.

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 the District is the replacement for the instructor's classes and is included in the appropriate 2024-2025 budgets.



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources, Payroll & Police Services, and Health and Safety Administration

DATE: August 8, 2024

SUBJECT: Consideration of Approval of Employee Promotions

RECOMMENDATION

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

OVERVIEW

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

ANALYSIS

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

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The cost of these promotions is included in the appropriate 2023-2024 budgets.





Employee Promotions

Submitted for Board Approval August 8, 2024

[v.7.30.2024.p.1|1]

Employee Name	From	To	New/ Replacing	Fund	Effective Date
Neimeyer-Romero, Jesse	SBVC Science Division Administrative Assistant III Range 41 Step E	SBVC Office of the President Executive Administrative Assistant Confidential/Supervisory Salary Schedule Range 22 Step A	Debra Gallagher	General Fund	08/09/24
Wrenn, Cedrick	SBVC TESS Technology Support Specialist II Classified Salary Schedule Range 54, Step E	DSO TESS Senior Technology Support Specialist Classified Salary Schedule Range 63, Step C	Alan Oshiro	General Fund	08/09/24

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor of Human Resources, Payroll, Police Services, and Health and Safety Administration

DATE: August 8, 2024

SUBJECT: Consideration of Approval of Management Job Description and Revision to the Management Salary Schedule

RECOMMENDATION

It is recommended that the Board of Trustees approve the Management job description range change on the management salary schedule to range 21 as presented.

1. Job Description
 - Associate Dean, Public Safety/Allied Health (CHC)
2. Revised Management Salary Schedule

OVERVIEW

The job description is necessary to better align the organizational structure, provide for succession planning from within SBCCD, and provide for continuity and consistency of services. The revised management salary schedule reflects this proposed position change, aligning the position with other Associate Dean positions.

ANALYSIS

All job descriptions are reviewed to ensure they meet internal and external alignment of duties and provide clear expectation of duties. This job description reflects the representative duties and responsibilities, as well as the appropriate minimum qualifications for the position.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The cost of employment is included in the appropriate 2024-2025 budgets.





ASSOCIATE DEAN, PUBLIC SAFETY/ALLIED HEALTH (CHC)

Management Range: 21

Pending Board Approval: 08/08/24

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*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

SUMMARY DESCRIPTION:

Under the general direction of the appropriate Administrator, the Associate Dean, Public Safety/Allied Health is responsible for the organization, operation, administration, supervision, and evaluation of the services provided by the Allied Health Programs. This position will also serve as the Director of the Emergency Medical Technician (EMT) and EMT-Paramedic Programs. The Associate Dean also provides leadership, direction, and commitment to the success of the Public Safety Programs from student recruitment to successful completion.

The San Bernardino Community College District, including Crafton Hills College and San Bernardino Valley College, has a strong commitment to the achievement of equity and inclusion among its faculty, staff and students and values the rich diverse backgrounds that make up the campus community. The Associate Dean of Public Safety/Allied Health must demonstrate a profound understanding of and experience with successfully supporting individuals with varying backgrounds, including persons with disabilities, various gender identities, and sexual orientations; individuals from historically underrepresented communities; and other historically underserved groups. The person in this position has a responsibility to ensure that the district provides an inclusive educational and employment environment focused on strategies for success as well as proactive, student-centered practices and policies committed to eliminating equity gaps and ensuring equitable outcomes for all.

REPRESENTATIVE DUTIES:

The following duties are typical for this classification.

1. Provides leadership, direction, and commitment to student-centered learning by assessing local and national trends, and by working with others to identify programs and services that will meet the needs of a diverse community.
2. Ensure new and current programs and curriculum support student equity.
3. Works together with the Division Dean, Faculty Chair(s), staff, community members, and other members as a team to develop and implement strategies to improve student success and college-wide goals.
4. Conducts functions of EMT and EMT-Paramedic Director to meet accreditation requirements and ensure program compliance.
5. Manages, plans, and evaluates all aspects of the Public Safety programs including faculty, staff, curriculum development and implementation, and accreditation.
6. Obtains data and prepares annual statistical reports and other documents as needed.
7. Prepares and submits all appropriate forms and documents required for approval of faculty and clinical facilities, curriculum changes, and licensure of graduates.



ASSOCIATE DEAN, PUBLIC SAFETY/ALLIED HEALTH (CHC)

Management Range: 21

Pending Board Approval: 08/08/24

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8. Provides leadership in the development and maintenance of all curricular matters assuring standards for accreditation are met.
9. Coordinates the various program and staff schedules.
10. Coordinates, develops, and implements the program budgets including electronically approving purchase requisitions.
11. Coordinates the orientation of new faculty.
12. Monitors student activities in the programs.
13. Coordinates one or more college-wide initiatives for the improvement of programs and services.
14. Resolves and addresses student, staff and faculty complaints and grievances on both an informal and/or formal basis in accordance with District policies and procedures.
15. Arranges off-campus labs and ensures that the contractual requirements of clinical agencies are met.
16. Conducts or coordinates regularly scheduled faculty meetings.
17. Works together with the Faculty Chairs as a team to coordinate class schedules to ensure maximum utilization of facilities and effective use of clinical sites and enables the college to meet its FTES goals.
18. Stays abreast of leading instructional technology changes and works to incorporate technology as applicable to the classroom curriculum.
19. Works closely with education and community partners and stays informed of Public Safety educational trends.
20. Maintains accessibility and strong lines of communication with students and departmental faculty and staff.
21. Performs other duties as assigned.

QUALIFICATIONS:

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of

- EMT and EMT-Paramedic principles, practices, and content.
- Applicable Public Safety accreditation standards.
- Principles and practices of Public Safety certificates and degrees.
- Principles of supervision, training, and performance evaluation.
- Basic principles and practices of budget preparation and administration.
- Principles and procedures of record keeping.



ASSOCIATE DEAN, PUBLIC SAFETY/ALLIED HEALTH (CHC)

Management Range: 21

Pending Board Approval: 08/08/24

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Principles of basic report preparation.

Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

The use of educational technology for course delivery.

Conducting student outcomes assessment.

Best practices in teaching lecture and lab courses.

Appropriate sections of the Education Code and Title 5.

Ability to

Plan, organize, and coordinate multiple activities; design, create, and implement use of resources.

Instruct and evaluate educational content.

Prioritize and execute a wide range of projects simultaneously.

Research topics, collect data, analyze data, and form conclusions.

Work independently, assume responsibility, and take initiative in conducting assignments.

Understand the organization and operation of the district and of clinical facilities as necessary to assume assigned responsibilities.

Select, train, and evaluate staff.

Network with Public Safety programs and identify trends in Public Safety education and programs.

Demonstrate a sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, and ethnic backgrounds of community college students and personnel, including those with physical or learning disabilities.

Provide guidance and leadership to Faculty Chairs.

Help strengthen the various Public Safety programs.

Communicate effectively both orally and in writing.

Establish and maintain cooperative relationships between the College, community, and key individuals, and with all persons contacted in the course of work, including colleagues at medical or clinical facilities.

Education/Training

Required Education:

Master's degree from an accredited institution.

Required Experience:

1. Two (2) years of full-time experience in a community college EMT or EMT Paramedic Program.
2. One year of experience as a Faculty Department Chair or Program Director in a Public Safety Program (e.g., EMT or EMT Paramedic Program).
3. At least three years of continuous full-time experience working as a Licensed Health Care Provider, EMT, or Paramedic.
4. Experience that indicates a sensitivity to, and an understanding of, the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of students and staff, including those with physical and/or learning disabilities.

Required License:

A current California State Paramedic License.



ASSOCIATE DEAN, PUBLIC SAFETY/ALLIED HEALTH (CHC)

Management Range: 21

Pending Board Approval: 08/08/24

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PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office/classroom/clinical setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

Hearing: Hear in the normal audio range with or without correction.

Management Salary Schedule
 Pending Board Approval 08/08/24

RANGE	POSITION	STEP										
		A	B	C	D	E	F	G	H	I	J	
1												
2												
3												
4												
5												
6	<ul style="list-style-type: none"> ▪ Assistant Manager, Workforce Development ▪ Caltrans Work Crew Supervisor ▪ Tool Room Supervisor 	\$ 70,599	\$ 72,717	\$ 74,899	\$ 77,146	\$ 79,461	\$ 81,844	\$ 84,300	\$ 86,829	\$ 91,171	\$ 95,729	
7		\$ 74,131	\$ 76,355	\$ 78,646	\$ 81,005	\$ 83,435	\$ 85,938	\$ 88,516	\$ 91,171	\$ 95,729	\$ 100,515	
8	<ul style="list-style-type: none"> ▪ Circulation Supervisor ▪ Custodial Supervisor 	\$ 77,836	\$ 80,171	\$ 82,577	\$ 85,055	\$ 87,607	\$ 90,235	\$ 92,941	\$ 95,729	\$ 100,515	\$ 105,541	
9	<ul style="list-style-type: none"> ▪ Printing & Graphic Services 	\$ 81,728	\$ 84,180	\$ 86,706	\$ 89,307	\$ 91,986	\$ 94,746	\$ 97,588	\$ 100,516	\$ 105,542	\$ 110,819	
10	<ul style="list-style-type: none"> ▪ Aquatics Director ▪ Braille Program Manager ▪ College Corps Program Manager ▪ Food Services Supervisor ▪ Community Engagement Manager, KVCR ▪ Maintenance & Grounds Supervisor ▪ Manager, Workforce Development 	\$ 85,814	\$ 88,389	\$ 91,040	\$ 93,772	\$ 96,585	\$ 99,483	\$ 102,467	\$ 105,542	\$ 110,819	\$ 116,360	
11	<ul style="list-style-type: none"> ▪ Project Administrator, Career Education 	\$ 90,106	\$ 92,810	\$ 95,593	\$ 98,461	\$ 101,415	\$ 104,457	\$ 107,591	\$ 110,819	\$ 116,360	\$ 122,177	
12	<ul style="list-style-type: none"> ▪ Assistant Director of Development 	\$ 94,610	\$ 97,448	\$ 100,372	\$ 103,384	\$ 106,486	\$ 109,680	\$ 112,971	\$ 116,360	\$ 122,177	\$ 128,286	
13	<ul style="list-style-type: none"> ▪ Manager, Marketing and Media ▪ Manager, Regional Employer Engagement 	\$ 99,342	\$ 102,322	\$ 105,391	\$ 108,554	\$ 111,810	\$ 115,164	\$ 118,619	\$ 122,177	\$ 128,286	\$ 134,701	
14	<ul style="list-style-type: none"> ▪ Business Services Administrator ▪ Director, Child Development Center ▪ Director, Workforce Development ▪ Environmental Health & Safety Administrator ▪ Manager, CalWORKs & Workforce Development ▪ Manager, Production ▪ Payroll Manager 	\$ 104,309	\$ 107,439	\$ 110,661	\$ 113,981	\$ 117,401	\$ 120,922	\$ 124,549	\$ 128,286	\$ 134,701	\$ 141,436	
15	<ul style="list-style-type: none"> ▪ Business Systems Administrator ▪ Director, Adult Education Block Grant (AEBG) 	\$ 109,523	\$ 112,809	\$ 116,194	\$ 119,680	\$ 123,270	\$ 126,969	\$ 130,778	\$ 134,701	\$ 141,436	\$ 148,507	
16	<ul style="list-style-type: none"> ▪ Police Sergeant 	\$ 115,001	\$ 118,451	\$ 122,004	\$ 125,663	\$ 129,434	\$ 133,317	\$ 137,316	\$ 141,436	\$ 148,507	\$ 155,933	

RANGE	POSITION	STEP										
		A	B	C	D	E	F	G	H	I	J	
17	<ul style="list-style-type: none"> ▪ Associate Director, Fiscal Services ▪ Associate Director, Employee Health & Wellness, Compliance, and College Support Services ▪ Associate Director, Human Resources ▪ Campus Director of Marketing, Creative Services & Public Affairs ▪ Campus Project Manager ▪ Director, Alternative Text Production Center ▪ Director, of Audits and Analysis ▪ Director, Economic Development Corporate Training ▪ Director, Library and Learning Support Services ▪ Director, Police Academy ▪ Director, Television ▪ Director, Workforce Development DSN ICT ▪ Facilities Project Manager ▪ Manager, Programming – KVCR TV/FM ▪ Local Business Outreach Administrator - Measure CC 	\$ 120,750	\$ 124,372	\$ 128,102	\$ 131,946	\$ 135,904	\$ 139,982	\$ 144,182	\$ 148,507	\$ 155,933	\$ 163,730	
18	<ul style="list-style-type: none"> ▪ Development Director ▪ Director of Athletics ▪ Director of Operations ▪ Director, Admissions & Records ▪ Director, Development & Strategic Relations - KVCR ▪ Director, EOPS & CARE, SBVC ▪ Director, Financial Aid and Scholarships ▪ Director, MESA ▪ Director, Outreach & Educational Partnerships ▪ Director, Secondary Educational Partnerships (SBVC) ▪ Director, STEM-MESA ▪ College Director, Technology Services 	\$ 126,788	\$ 130,592	\$ 134,509	\$ 138,544	\$ 142,700	\$ 146,981	\$ 151,391	\$ 155,933	\$ 163,730	\$ 171,916	

RANGE	POSITION	STEP									
		A	B	C	D	E	F	G	H	I	J
19	<ul style="list-style-type: none"> ▪Associate Director of Bond Program Planning and Construction ▪Associate Director of Facilities Planning, Sustainability & Construction ▪ Director, Corporate & Strategic Relations - KVCR ▪ Director, Development & Community Relations ▪ Director, Facilities, Maintenance & Operations ▪ Director of Institutional Advancement ▪ Director, KVCR Broadcast Media Systems ▪ Director, Security and User Services ▪ Director, Student Accessibility Services (SAS) - SBVC ▪ Director, Student Accessibility Services and Health & Wellness Center - CHC ▪ Director, Student Life ▪ District, Director of Grants 	\$ 133,127	\$ 137,121	\$ 141,234	\$ 145,471	\$ 149,835	\$ 154,330	\$ 158,960	\$ 163,729	\$ 171,915	\$ 180,511
20	<ul style="list-style-type: none"> ▪ Director of Administrative Application Systems ▪ District Director, Technology Services 	\$ 139,782	\$ 143,976	\$ 148,295	\$ 152,743	\$ 157,326	\$ 162,046	\$ 166,907	\$ 171,915	\$ 180,511	\$ 189,537
21	<ul style="list-style-type: none"> ▪ Associate Dean, Health Services and Director of Nursing ▪Associate Dean, Public Safety/Allied Health (CHC) ▪Associate Dean, Student Support Services ▪ Business Manager ▪ Director, Fiscal Services ▪ District Director of Research, Planning & Institutional Effectiveness ▪ Director, Human Resources, and Labor Relations ▪ Police Lieutenant 	\$ 146,772	\$ 151,176	\$ 155,711	\$ 160,382	\$ 165,194	\$ 170,149	\$ 175,254	\$ 180,511	\$ 189,537	\$ 199,014
22		\$ 154,110	\$ 158,733	\$ 163,495	\$ 168,401	\$ 173,452	\$ 178,656	\$ 184,016	\$ 189,537	\$ 199,014	\$ 208,964

RANGE	POSITION	STEP									
		A	B	C	D	E	F	G	H	I	J
23	<ul style="list-style-type: none"> ▪ Chief of Police ▪ Dean, Student Services ▪ Dean of Academic Success, Grants and Learning Services (SBVC) ▪ Dean of Research, Planning, & Institutional Effectiveness ▪ Dean of Research, Planning, & Institutional Effectiveness with Grants Oversight ▪ District Dean, Educational and Student Support Services ▪ District Director, Diversity, EEO, Employee Wellness, and Compliance ▪ District Director, Human Resources, Environmental Health & Safety Administration, and Police Services ▪ District Director, Human Resources, Retirement, and Payroll Services ▪ Division Dean (Instructional) ▪ Division Dean (Non-Instructional) 	\$ 161,818	\$ 166,672	\$ 171,673	\$ 176,822	\$ 182,127	\$ 187,591	\$ 193,218	\$ 199,015	\$ 208,966	\$ 219,413
24		\$ 169,908	\$ 175,005	\$ 180,255	\$ 185,663	\$ 191,233	\$ 196,970	\$ 202,879	\$ 208,966	\$ 219,413	\$ 230,384
25	<ul style="list-style-type: none"> ▪ Executive Director, Business and Fiscal Services ▪ Executive Director, Economic Development & Corporate Training ▪ Executive Director, Facilities, Planning, Sustainability & Construction ▪ Executive Director, Research Planning Institutional Effectiveness ▪ Executive Director, KVCR 	\$ 178,403	\$ 183,756	\$ 189,268	\$ 194,947	\$ 200,796	\$ 206,819	\$ 213,023	\$ 219,413	\$ 230,384	\$ 241,903
26	<ul style="list-style-type: none"> ▪ Chief Technology Officer ▪ Vice President, Administrative Services ▪ Vice President, Instruction ▪ Vice President, Student Services 	\$ 187,324	\$ 192,944	\$ 198,732	\$ 204,694	\$ 210,834	\$ 217,159	\$ 223,674	\$ 230,384	\$ 241,903	\$ 253,998

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources, Payroll, & Police Services

DATE: August 8, 2024

SUBJECT: Consideration of Approval of Management Tuition Reimbursement

RECOMMENDATION

It is recommended that the Board of Trustees approve tuition reimbursements for the following management employee:

- Angel Rodriguez to pursue a Doctor of Education in Educational Leadership, Community College Specialization degree from California State University, San Bernardino.

OVERVIEW

Angel Rodriguez is the Associate Vice Chancellor of Government Relations & Strategic Communications at District Support Operations, and he plans to start this program on August 19, 2024.

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: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Kristina Hannon, Vice Chancellor, Human Resources, Payroll, Police Services, and Health and Safety Administration

PREPARED BY: Dr. Kevin Horan, President, CHC
Dr. Gilbert Contreras, President, SBVC

DATE: August 8, 2024

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, 2023, 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 April 11, 2024.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success

FINANCIAL IMPLICATIONS

The cost of the non-instructional pay is included in the appropriate 2024-2025 budgets.





Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.1|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Alatorre, Guadalupe Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Alatorre, Guadalupe Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
Bader, Kelley Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Bader, Kelley Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
Barrie, Trinette Student Equity and Achievement	CHC	08/01/24	08/09/24	\$70.84	5	\$354.20	Adjunct Counselor, provide counseling, Ed plan development and other counseling services for enrollment. <i>Ratification: Additional counseling support was needed after board deadline.</i>
Bartlett, Ryan Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/05/24	\$57.89	6	\$347.34	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Bartlett, Ryan Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/13/25	\$57.89	3	\$173.67	USC Race & Equity Training



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.2|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Bogh, Debbie Student Equity and Achievement	CHC	08/01/24	08/09/24	\$70.84	5	\$354.20	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling. <i>Ratification: Additional counseling support was needed after board deadline.</i>
Bond, Lauren Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	50	\$2,894.50	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
Brighton, Breanna Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	50	\$2,894.50	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
Bungard, Patrick Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Bungard, Patrick Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
Cervantez, Jeffrey Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/05/24	\$57.89	6	\$347.34	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.3|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Cervantez, Jeffrey Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/13/25	\$57.89	3	\$173.67	USC Race & Equity Training
Cervantez, Jeffrey Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	50	\$2,894.50	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
Chavira, Rejoice Student Equity and Achievement	CHC	08/01/24	08/09/24	\$70.84	5	\$354.20	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling. <i>Ratification: Additional counseling support was needed after board deadline.</i>
DiBartolo, Cheryl Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/05/24	\$57.89	6	\$347.34	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
DiBartolo, Cheryl Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/13/25	\$57.89	3	\$173.67	USC Race & Equity Training
DiBartolo, Cheryl Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	100	\$5,789.00	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.4|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Dobbs, Anne Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Dobbs, Anne Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
Dunlap, Nicole Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Dunlap, Nicole Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
Edberg, Heather Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Edberg, Heather Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
Gallegos, Maria Student Equity and Achievement	CHC	08/12/24	12/20/24	\$61.84	324	\$20,036.16	Adjunct Counselor, provide counseling, ed plan development and other counseling services, counseling
Gimple, Tina Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.5]19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Gimple, Tina Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
Gonerig, Kyle Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Gonerig, Kyle Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
Grabow, James Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	50	\$2,894.50	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
Grabow, James Student Equity and Achievement	CHC	08/01/24	08/09/24	\$70.84	5	\$354.20	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling. <i>Ratification: Additional counseling support was needed after board deadline.</i>
Grounds, John Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	100	\$5,789.00	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.6|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Harold, Ryan Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/05/24	\$57.89	6	\$347.34	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Harold, Ryan Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/13/25	\$57.89	3	\$173.67	USC Race & Equity Training
Hayes, Ashley Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	50	\$2,894.50	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
Haynes, Victor Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Haynes, Victor Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
Hogrefe, Rick Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	50	\$2,894.50	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.7|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Jacques, Paul Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	50	\$2,894.50	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
Kern Foster, Iris Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/05/24	\$57.89	6	\$347.34	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Kern Foster, Iris Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/13/25	\$57.89	3	\$173.67	USC Race & Equity Training
Khalaj-Le Corre, Monica Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Khalaj-Le Corre, Monica Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
Kozanova, Marina Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/05/24	\$57.89	6	\$347.34	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Kozanova, Marina Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/13/25	\$57.89	3	\$173.67	USC Race & Equity Training



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.8|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Lopez, Natalie Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	100	\$5,789.00	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
Macamay, Mariana Student Equity and Achievement	CHC	08/01/24	08/09/24	\$70.84	5	\$354.20	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling. <i>Ratification: Additional counseling support was needed after board deadline.</i>
Mansourian, Farhad Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	100	\$5,789.00	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
McAtee, Robert Student Equity and Achievement	CHC	08/01/24	08/09/24	\$70.84	5	\$354.20	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling. <i>Ratification: Additional counseling support was needed after board deadline.</i>
McClurg, Bruce Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.9|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
McClurg, Bruce Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
McConnell, Mark Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	50	\$2,894.50	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
McCool, Karol Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
McCool, Karol Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
McCoy, Danielle Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/05/24	\$57.89	6	\$347.34	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
McCoy, Danielle Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/13/25	\$57.89	3	\$173.67	USC Race & Equity Training
McCoy, Danielle Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	100	\$5,789.00	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.10|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
McKee, Julie Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	50	\$2,894.50	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
McLaren, Meridyth Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	100	\$5,789.00	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
McLaren, Meridyth Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	100	\$5,789.00	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
Mogrovejo, Pablo Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Mogrovejo, Pablo Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.11|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Olivera, Chris Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	100	\$5,789.00	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
Patino, George Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Patino, George Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
Rahbarnia, Shohreh Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/05/24	\$57.89	6	\$347.34	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Rahbarnia, Shohreh Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/13/25	\$57.89	3	\$173.67	USC Race & Equity Training
Reitsma, Adelina Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Reitsma, Adelina Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.12|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Rivera, Ernesto Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	50	\$2,894.50	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
Rivera, Ernesto Student Equity and Achievement	CHC	08/01/24	08/09/24	\$70.84	5	\$354.20	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling. <i>Ratification: Additional counseling support was needed after board deadline.</i>
Rojas, Daniel Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/05/24	\$57.89	6	\$347.34	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Rojas, Daniel Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/13/25	\$57.89	3	\$173.67	USC Race & Equity Training
Rojas, Daniel Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	50	\$2,894.50	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.13|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Romasanta, Justine Student Equity and Achievement	CHC	08/12/24	12/20/24	\$61.84	324	\$20,036.16	Adjunct Counselor, provide counseling, ed plan development and other counseling services, counseling
Ruiz, Sandra Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	100	\$5,789.00	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
Sheahan, Michael Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/05/24	\$57.89	6	\$347.34	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Sheahan, Michael Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/13/25	\$57.89	3	\$173.67	USC Race & Equity Training
Sheahan, Michael Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	50	\$2,894.50	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
Sonico, Melissa Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.14|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Sonico, Melissa Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
Truong, Sam Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/05/24	\$57.89	6	\$347.34	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Truong, Sam Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/13/25	\$57.89	3	\$173.67	USC Race & Equity Training
Truong, Sam Office of Instruction General Fund	CHC	07/01/25	06/30/26	\$57.89	100	\$5,789.00	Faculty Chair duties to be performed on campus during the summer, spring, and winter breaks. <i>Ratification: Details were not finalized prior to board meeting.</i>
Uribe, Evelyn Student Equity and Achievement	CHC	08/12/24	12/20/24	\$61.84	324	\$20,036.16	Adjunct Counselor, provide counseling, ed plan development and other counseling services, counseling
Van Aken, Cameron M. Student Equity and Achievement	CHC	08/12/24	12/20/24	\$61.84	324	\$20,036.16	Adjunct Counselor, provide counseling, ed plan development and other counseling services, counseling
Ward, Amanda Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/05/24	\$57.89	6	\$347.34	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.15|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Ward, Amanda Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/13/25	\$57.89	3	\$173.67	USC Race & Equity Training
Wassing, Amy Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/06/24	\$57.89	12	\$694.68	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Wassing, Amy Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/14/25	\$57.89	6	\$347.34	USC Race & Equity Training
Williams, Gary Student Equity and Achievement Categorical Fund	CHC	08/05/24	08/05/24	\$57.89	6	\$347.34	USC Race & Equity Training <i>Ratification: Details were not finalized prior to board meeting.</i>
Williams, Gary Student Equity and Achievement Categorical Fund	CHC	01/13/25	01/13/25	\$57.89	3	\$173.67	USC Race & Equity Training
Xayaphanthong, Soutsakone Student Equity and Achievement	CHC	08/01/24	08/09/24	\$70.84	5	\$354.20	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling. <i>Ratification: Additional counseling support was needed after board deadline.</i>
Begg, Erica ZTC Implementation Grant Fund	SBVC	08/12/24	12/20/24	\$57.89	119	\$6,887.72	ZTC/OER Implementation Grant <i>ZTC Implementation Grant: Counseling for ZTC Pathway as outlined in the ZTC Implementation Grant</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.16|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Berry, Thomas ZTC Implementation Grant Fund	SBVC	07/01/24	08/09/24	\$57.89	60	\$3,472.80	ZTC/OER Implementation Grant <i>Ratification: Due to urgent circumstances, work began to meet critical deadlines and ensure operational continuity. Completion of training related to ZTC/OER adoption and implementation as outlined in the ZTC Implementation Grant</i>
Buffong, Keynasia HR General Funds	SBVC	07/08/24	07/09/24	\$57.89	16	\$926.24	HR Recruitment: Transfer and Career Center Counselor <i>Ratification: Participation in recruitment occurred after board item submission deadline for June board.</i>
Castillo, Michelle BSI Categorical Fund	SBVC	08/12/24	12/21/24	\$64.09	422	\$27,045.98	Adjunct Counseling
Demsky, Jeff HR General Funds	SBVC	07/18/24	07/18/24	\$57.89	8	\$463.12	HR Recruitment: Assistant Professor, Administration of Justice <i>Ratification: Participation in recruitment occurred after board item submission deadline for June board.</i>
Dunn, Frank HR General Funds	SBVC	07/18/24	07/18/24	\$57.89	8	\$463.12	HR Recruitment: Assistant Professor, Administration of Justice <i>Ratification: Participation in recruitment occurred after board item submission deadline for June board.</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.17|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Fogle, Melinda (Co-Chair) Office of Instruction General Fund	SBVC	07/15/24	06/30/25	\$57.89	100	\$5,789.00	Department chair duties outside of the primary terms. <i>Amendment. Melinda's hours were doubled as the co-chair resigned.</i>
Foscolos, Espree HR General Funds	SBVC	06/06/24	06/06/24	\$57.89	8	\$463.12	HR Recruitment: Assistant Professor, Nursing <i>Ratification: Participation in recruitment occurred after board item submission deadline for June board.</i>
Graham, Daniel ZTC Acceleration Grant Fund	SBVC	07/01/24	08/09/24	\$57.89	40	\$2,315.20	ZTC/OER Acceleration Grant <i>Ratification: Due to urgent circumstances, work began to meet critical deadlines and ensure operational continuity's/OER Cohort Resource Development</i>
Hecht, Andrea HR General Funds	SBVC	06/11/24	07/10/24	\$57.89	9	\$521.01	HR Recruitment: Various Committees <i>Ratification: Participation in recruitment occurred after board item submission deadline for June board.</i>
Henkle, Lisa HR General Funds	SBVC	06/17/24	06/17/24	\$57.89	8	\$463.12	HR Recruitment: Assistant Professor, Economics <i>Ratification: Participation in recruitment occurred after board item submission deadline for June board</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.18|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Huston, Celia ZTC Implementation Grant Fund	SBVC	07/01/24	08/09/24	\$57.89	40	\$2,315.20	ZTC/OER Implementation Grant <i>Ratification: Due to urgent circumstances, work began to meet critical deadlines and ensure operational continuity. Development of resources for faculty related to ZTC/OER Adoption and Implementation per ZTC Implementation Grant goals.</i>
Huston, Celia ZTC Implementation Grant Fund	SBVC	08/12/24	12/20/24	\$57.89	119	\$6,887.72	ZTC/OER Implementation Grant <i>Development of resources for faculty related to ZTC/OER Adoption and Implementation per ZTC Implementation Grant goals.</i>
Moeung, Bota HR General Funds	SBVC	07/08/24	07/09/24	\$57.89	16	\$926.24	HR Recruitment: Transfer and Career Center Counselor <i>Ratification: Participation in recruitment occurred after board item submission deadline for June board.</i>
Moreira, Tifany ZTC Acceleration Grant Fund	SBVC	07/01/24	08/09/24	\$57.89	40	\$2,315.20	ZTC/OER Acceleration Grant <i>Ratification: Due to urgent circumstances, work began to meet critical deadlines and ensure operational continuity's/OER Cohort Resource Development</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.19|19]

Employee Name Funding Source	Location Assignment	From	To	Rate	Not to Exceed Hours	Not to Exceed Amount	Project
Navarro, Jesus HR General Funds	SBVC	06/06/24	06/06/24	\$57.89	8	\$463.12	HR Recruitment: Assistant Professor, Nursing <i>Ratification: Participation in recruitment occurred after board item submission deadline for June board.</i>
Notarangelo, Maria HR General Funds	SBVC	07/10/24	07/11/24	\$57.89	16	\$926.24	HR Recruitment: Assistant Professor, Music <i>Ratification: Participation in recruitment occurred after board item submission deadline for June board.</i>
Tinoco, Michelle HR General Funds	SBVC	07/08/24	07/09/24	\$57.89	16	\$926.24	HR Recruitment: Transfer and Career Center Counselor <i>Ratification: Participation in recruitment occurred after board item submission deadline for June board.</i>
Wang, Wei-Chung HR General Funds	SBVC	06/17/24	06/17/34	\$57.89	8	\$463.12	HR Recruitment: Assistant Professor, Economics <i>Ratification: Participation in recruitment occurred after board item submission deadline for June board.</i>
Worsley, Margaret HR General Funds	SBVC	07/10/24	07/11/24	\$57.89	16	\$926.24	HR Recruitment: Assistant Professor, Music <i>Ratification: Participation in recruitment occurred after board item submission deadline for June board.</i>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Dr. Kevin Horan, President, CHC
 Dr. Gilbert Contreras, President, SBVC
 Kristina Hannon, Vice Chancellor, Human Resources, Payroll, Police Services,
 and Health and Safety Administration

DATE: August 8, 2024

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 2023-2024 and 2024-2025 budgets.





Payment of Stipends

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.2|4]

Faculty Chair 07/01/24 – 06/30/25

Amendment. Original Submission was submitted to June 2024 board with a stipend amount of \$4,000 which has been revised to \$3,500.00

Employee Name	Location Assignment	Department	Stipend
Cervantes, Jeffrey	CHC	Social and Cultural Studies	\$3,500.00
McKee, Julie	CHC	Social and Cultural Studies	\$3,500.00

Faculty Chair 07/15/24 – 06/30/25

Amendment. Melinda Fogle will assume the full load of faculty chair as the co-chair has resigned.

Employee Name	Location Assignment	Department	Stipend
Fogle, Melinda	SBVC	Music /Theatre Arts /Dance	\$8,000.00

Assistant Coach 08/12/24 – 12/31/24

Employee Name	Location Assignment	Department	Stipend
Glover, Shannon	SBVC	Volleyball	\$5,000.00
Miller II, Rickey	SBVC	Football	\$5,000.00
Rudd, Ronald	SBVC	Football	\$5,000.00

Other 01/16/24 – 05/20/24

Zero Textbook Cost work for respective program classes.

Ratification: Hours were missed or increased.

Employee Name	Location Assignment	Department	Stipend
Hughes, Richard	CHC	Physical and Biological Science (Geog-111)	\$500.00
Vonk, David	CHC	English and Reading (ESL)	\$500.00

Other 07/01/24 – 12/30/24

Nursing Services Program Director Work

Ratification: Information was not provided in time for board approval

Employee Name	Location Assignment	Department	Stipend
Amparo, Karl	CHC	Nursing Services	\$15,514.00



Payment of Stipends

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.3|4]

Other 08/12/24 – 01/02/25

Zero Textbook Cost work for respective program classes.

Employee Name	Location Assignment	Department	Stipend
Cervantez, Jeffrey	CHC	Social and Cultural Studies (Phil-105)	\$500.00
Lopez, Natalie	CHC	Library Science (Library-101)	\$500.00
Lopez, Natalie	CHC	Library Science (Library-103)	\$500.00
Rippy, Scott	CHC	Mathematics (Math-250)	\$500.00
Rippy, Scott	CHC	Mathematics (Math-115)	\$500.00
Salt, Kimberly	CHC	Physical and Biological Science (Chem-150)	\$500.00
Salt, Kimberly	CHC	Physical and Biological Science (Chem-151)	\$500.00

Other 01/01/25 – 05/31/25

Nursing Services Program Director Work

Employee Name	Location Assignment	Department	Stipend
Amparo, Karl	CHC	Nursing Services	\$15,514.00

Other 01/15/25 – 02/10/25

USC Race & Equity Practices. (30) Faculty members are attending the USC Equity Training that starts in August, 2024. The stipend is for work that will be assigned by Dr. Keith Wurtz associated with the training they have received.

Employee Name	Location Assignment	Department	Stipend
Alatorre, Guadalupe	CHC	Instruction Office	\$500.00
Bader, Kelley	CHC	Instruction Office	\$500.00
Bartlett, Ryan	CHC	Instruction Office	\$500.00
Bungard, Patrick	CHC	Instruction Office	\$500.00
Cervantes, Jeffrey	CHC	Instruction Office	\$500.00
DiBartolo, Cheryl	CHC	Instruction Office	\$500.00
Dobbs, Anne	CHC	Instruction Office	\$500.00
Dunlap, Nicole	CHC	Instruction Office	\$500.00



Payment of Stipends

Submitted for Board Approval August 8, 2024

[v.7.17.2024.p.4|4]

Other 01/15/25 – 02/10/25

USC Race & Equity Practices. (30) Faculty members are attending the USC Equity Training that starts in August, 2024. The stipend is for work that will be assigned by Dr. Keith Wurtz associated with the training they have received.

Employee Name	Location Assignment	Department	Stipend
Edberg, Heather	CHC	Instruction Office	\$500.00
Gimple, Tina	CHC	Instruction Office	\$500.00
Gonerig, Kyle	CHC	Instruction Office	\$500.00
Harold, Ryan	CHC	Instruction Office	\$500.00
Haynes, Victor	CHC	Instruction Office	\$500.00
Kern Foster, Iris	CHC	Instruction Office	\$500.00
Khalaj-Le Corre, Monica	CHC	Instruction Office	\$500.00
Kozanova, Marina	CHC	Instruction Office	\$500.00
McClurg, Bruce	CHC	Instruction Office	\$500.00
McCool, Karol	CHC	Instruction Office	\$500.00
McCoy, Danielle	CHC	Instruction Office	\$500.00
Mogrovejo, Pablo	CHC	Instruction Office	\$500.00
Patino, George	CHC	Instruction Office	\$500.00
Rahbarnia, Shohreh	CHC	Instruction Office	\$500.00
Reitsma, Adelina	CHC	Instruction Office	\$500.00
Rojas, Daniel	CHC	Instruction Office	\$500.00
Sheahan, Michael	CHC	Instruction Office	\$500.00
Sonico, Melissa	CHC	Instruction Office	\$500.00
Truong, Sam	CHC	Instruction Office	\$500.00
Ward, Amanda	CHC	Instruction Office	\$500.00
Wassing, Amy	CHC	Instruction Office	\$500.00
Williams, Gary	CHC	Instruction Office	\$500.00

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Heather M. Ford, Executive Administrative Assistant

DATE: August 8, 2024

SUBJECT: Consideration of Approval of 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
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

Membership associated with this board item are included in the funding source as attached.



Individual Memberships

Submitted for Approval August 8, 2024

[v.7.25.2024.p.1|1]

SITE, INDIVIDUALS, AND AMOUNT	MEMBERSHIP AND FUNDING SOURCE
DSO Luke Bixler \$300.00 total	Chief Information System Officers Association of the California Community Colleges (CISOA) TESS General Fund
SBVC Rosa O. Rosas \$400.00 total	Chief Student Services Officer Association Student Development General Funds

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Steven J. Sutorus, Executive Director, Business & Fiscal Services

DATE: August 8, 2024

SUBJECT: Consideration of Approval of Conference Requests

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached conference requests.

OVERVIEW

Faculty and staff attend conferences for various purposes, including professional growth and development, networking with industry peers, discussing best practices, and learning about emerging issues. The SBCCD travel and conference process is covered by Administrative Procedure 7400. All requests must be approved by the appropriate administrator as listed:

- For employee travel, the traveler's immediate supervisor.
- For student travel, the College President.
- For the Chancellor's travel, the Board Chair, or other designated Board Member.
- For Board Member travel, the Board Chair or designee.

Additionally, conference expenses must be approved by the budget responsibility center managers and Business Services. If total estimated expenses exceed \$5,000 per person, or travel is outside the contiguous United States, the request must also have prior Board approval.

ANALYSIS

The requests to attend conferences on the attached are either estimated to result in expenses exceeding \$5,000 per person, and/or involve travel outside the contiguous United States.

SBCCD GOALS

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

FINANCIAL IMPLICATIONS

The cost of these conferences is included in the appropriate budget funds indicated on the attached and are approved by supervising managers through the District's financial system.





Conference Requests

Submitted for Board Approval August 8, 2024

[v.7.21.2024.p.1|1]

Requestor	Conference
<p>Site DSO</p>	<p>EA Ignite Fall Precision Training for Executive and Senior Level Assistants 2024</p>
<p>Name & Department Shari Blackwell Technology & Educational Student Services</p>	<p>Dates of Travel 11/10/2024 – 11/15/2024</p> <p>Location Miami, Florida</p>
<p>Estimated Cost \$5,882</p>	<p>Purpose To learn about new technology trends and business performance as well as change management. Learning new strategies for excelling as a project management team; leadership evolution; ai essentials; Microsoft productivity and keys to strong executive partnership as well as others.</p> <p>Funding Source TESS General Fund</p>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Steven J. Sutorus, Executive Director, Business & Fiscal Services

DATE: August 8, 2024

SUBJECT: Consideration of Approval to Adopt Resolution #2024-08-08-FS01
Approving Transfers from the Reserve for Contingencies to Various
Expenditure Classifications

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution #2024-08-08-FS01 approving the transfer of funds from the reserve for contingencies to various expenditure classifications as indicated in the attached resolution.

OVERVIEW

The 2023-24 Final Budget adopted by the Board of Trustees on September 14, 2023, 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 #2024-08-08-FS01 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
TO APPROVE TRANSFERS FROM RESERVE FOR CONTINGENCIES TO
VARIOUS EXPENDITURE CLASSIFICATIONS**

[v.7.18.2024.p.1]2]

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

WHEREAS, on the 14th day of September 2023, the San Bernardino Community College District (the District) adopted the 2023-24 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 8, 2024, by the following majority vote:

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

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

I, Dr. 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 #2024-08-08-FS01 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
TO APPROVE TRANSFERS FROM RESERVE FOR CONTINGENCIES TO
VARIOUS EXPENDITURE CLASSIFICATIONS**

[v.7.18.2024.p.2]2]

EXHIBIT A

Fund 445/44 Measure CC Bond			231,466,839	2023-24 Initial Fund Balance	
			-	Net Change from Previous Transfers	
			231,466,839	Fund Balance Before Transfer(s)	
BOARD APPROVED	DATE OF TRANSFER	REFERENCE #	TO/(FROM) RESERVE	EXPENDITURE CLASSIFICATION	JUSTIFICATION
8/8/2024	6/6/2024	20370	(500,000)	6000 Capital Outlay	Additional funds needed in 2023-24 for SBVC Softball Field project
			(500,000)	Total Approved at this Board Meeting	
			230,966,839	Fund Balance After Transfer(s)	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Steven J. Sutorus, Executive Director, Business & Fiscal Services

DATE: August 8, 2024

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

RECOMMENDATION

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

OVERVIEW

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

ANALYSIS

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

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

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



Fixed Assets Surplus Report
August 8, 2024

Asset #	Date Retired	Description	Initial Value	Current Value
37976	6/25/2024	OptiPlex Computer	\$1,442.88	\$0.00
37983	6/25/2024	OptiPlex Computer	\$1,442.88	\$0.00
37984	6/25/2024	OptiPlex Computer	\$1,442.88	\$0.00
37985	6/25/2024	OptiPlex Computer	\$1,442.88	\$0.00
37987	6/25/2024	OptiPlex Computer	\$1,442.88	\$0.00
37988	6/25/2024	OptiPlex Computer	\$1,442.88	\$0.00

Non-Fixed Assets Surplus Report
August 8, 2024

Description	Quantity
Dell Optiplex 3050 Computers	111 ea
Dell Optiplex 7440 Computers	11 ea
Dell Optiplex 7770 Computers	1 ea
Dell Optiplex 7450 Computers	4 ea
Dell Optiplex 3240 Computers	1 ea
Fortigate 3040B Servers	2 ea
Cisco 7940 Telephones	2 ea
Cisco 7962 Telephones	1 ea
Cisco 7811 Telephones	1 ea
IBM Wheelwriter 3 Typewriter	1 ea
Coin Counter	1 ea
AV Equipment	6 ea
Waycom tablet	1 ea
Extron AV Component	1 ea
HP Deskjet 950C printer	1 ea
Prima Printer	1 ea

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Farrah Farzaneh, Executive Director, Facilities Planning, Construction, & Sustainability

DATE: August 8, 2024

SUBJECT: Consideration of Approval to Award RFQ/P #CC03-3640.18 and Contract to Corovan Moving & Storage of Corona, CA

RECOMMENDATION

It is recommended that the Board of Trustees award **RFQ/P #CC03-3640.18 Facility Move Management Services**, and contract, to Corovan Moving & Storage of Corona, CA in the amount of \$247,272.34.

OVERVIEW

This project consists of relocating various furniture, fixtures and equipment (FF&E) from the existing SBVC Applied Technology Building to the newly constructed Technical Building which will be ready for occupancy in the Spring semester, 2025. FF&E consists of automotive bays, classrooms, storage rooms, offices, lobby, classrooms, computer labs, machine labs, grind room, tool room and covered work yards.

ANALYSIS

A Notice Inviting Proposals was publicly advertised on June 6, 2024, and the SBCCD received four proposals. On July 3, 2024, the Project Team, consisting of two District staff members, three Program Management team members, and one Construction Management team member, held a virtual meeting to review the proposals for responsiveness.

Vendor	Total
Corovan Moving & Storage of Corona, CA	\$247,272.34
Burgess Moving and Storage of Riverside, CA	\$690,000.00
CW Moving and Storage LLC, of Mira Loma, CA	\$804,100.00

An analysis of the proposals received indicates that Corovan Moving & Storage, of Corona, CA is best suited to meet the needs of SBCCD.



SBCCD GOALS

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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 services will be included in the Bond Construction budget.



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Farrah Farzaneh, Executive Director, Facilities Planning, Construction, & Sustainability

DATE: August 8, 2024

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, and 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

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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 8, 2024

[v.7.18.2024.p.1|1]

Firm	Pool Approval	Task Order Amount	Site	Project	Task Order	Date Executed
*MTGL, Inc.	Geotechnical Engineering Services	\$2,510.00	SBVC	Student Services Building	CC03-3640.04 (TO#02-022.4) Geotechnical Engineering Services	6/5/2024
Leighton Consulting, Inc. Rancho Cucamonga, CA	Special Inspections and Material Testing Services	\$19,922.00	SBVC	Observatory Renovation	CC03-3640.04 (TO#05-051.0) Special Inspections & Material Testing Services	6/11/2024
*NV5 West, Inc. Riverside, CA	Special Inspections and Material Testing Services	\$127,923.25	CHC	Performing Arts Center	CC03-3640.09 (TO#03-052.1) Special Inspections and Material Testing Services	6/13/2024
*Perkins Eastman Architects DPCCosta Mesa, CA	Architecture and Engineering Services	\$22,000.00	CHC	Child Development Center	CC03-3640.03(TO#01-050.2) Architecture and Engineering Services	6/13/2024
*Leland Saylor Associates	Cost Estimating Services	\$4,800.00	CHC	Crafton Hall Renovation	CC03-3640.11 (TO#01-006.3) Cost Estimating Services	6/26/2024
*Leland Saylor Associates	Cost Estimating Services	\$3,840.00	CHC	Performing Arts Center	CC03-3640.11 (TO#01-007.4) Cost Estimating Services	7/2/2024
*DLR Group	Architecture and Engineering Services	\$4,465.00	CHC	Performing Arts Center	CC02-3620.01 (TO#01-051.6) Architecture and Engineering Services	7/8/2024

*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 — Observatory Renovation

Task Order Awarded to: Leighton Group

Task Order Executed: June 11, 2024

Amount: \$ 19,922.00

Selection Summary:

Leighton Group was awarded this Task Order on direct procurement of professional services. The shortlist of pre-qualified Special Inspections and Material Testing firms includes thirteen firms, one of which is Leighton Group. Leighton Group has previously provided geotechnical services on various projects for several buildings throughout San Bernardino Valley College (SBVC). The scope of work for this task order includes conducting post-construction geotechnical exploration, testing, and special inspections for the existing Observatory Building at SBVC, as such Leighton Group was awarded the task order for this scope.



Revised 8-15-17

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Farrah Farzaneh, Executive Director, Facilities Planning, Construction, & Sustainability

DATE: August 8, 2024

SUBJECT: Consideration of Ratification of Agreement for Acquisition of Real Property Identified as “Lopez”

RECOMMENDATION

It is recommended that the Board of Trustees ratify the agreement for the acquisition of Real Property identified as “Lopez” which consists of approximately .26 acres commonly known as Land Parcels 0141-151-38 and 0141-151-39.

OVERVIEW

Pursuant to direction from the District Board of Trustees on January 11, 2024, District staff, in consultation with District legal counsel, negotiated a Purchase of Real Estate Agreement that details the terms and conditions of the sale of the Property to the District.

ANALYSIS

This ratification will establish the Board’s directives concerning the acquisition of the Property and is in line with its previous direction to staff.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The cost will be included in the Bond Program Budget.







POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ Eduardo Lopez Date _____

Seller _____ Belem D P Lopez Date _____

Buyer _____ San Bernardino Community College District Date _____

Buyer _____ Date _____

Buyer's Brokerage Firm CBRE, Inc DRE Lic # 00409987

By _____ DRE Lic # 02101405 Date _____

Austin Reuland

Seller's Brokerage Firm MainStreet Realtors DRE Lic # 01849301

By _____ DRE Lic # 01958500 Date _____

Maria De Jesus Rivera

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PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: 0141-151-38-0000, 0141-151-39-0000, San Bernadino, CA 92410 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant _____ San Bernardino Community College District Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Eduardo Lopez Date _____

Seller/Landlord _____ Belem D P Lopez Date _____

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WFA REVISED 12/21 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 6/23)

Date Prepared: March 4, 2024

1. OFFER:

- A. THIS IS AN OFFER FROM San Bernardino Community College District ("Buyer").
 Individual(s), A Corporation, A Partnership, An LLC, Other San Bernardino Community College Distr
- B. THE PROPERTY to be acquired is 0141-151-38-0000, 0141-151-39-0000, situated in San Bernadino (City), San Bernardino (County), California, 92410 (Zip Code), Assessor's Parcel No(s). 0141-151-38-0000, 0141-151-39-0000 ("Property").
Further Described As _____
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
- D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. **CONFIRMATION:** The following agency relationships are here confirmed for this transaction.
Seller's Brokerage Firm MainStreet Realtors License Number 01849301
 Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).
Seller's Agent Maria De Jesus Rivera License Number 01958500
 Is (check one): the Seller's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
Buyer's Brokerage Firm CBRE, Inc License Number 00409987
 Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).
Buyer's Agent Austin Reuland License Number 02101405
 Is (check one): the Buyer's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- C. More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash) Purchase Price	\$ <u>120,000.00</u>	<input checked="" type="checkbox"/> All Cash
B	Close of Escrow (COE)	<input checked="" type="checkbox"/> <u>110</u> Days after Acceptance OR on <input type="checkbox"/> _____ (date) (mm/dd/yyyy)	
C	39A Expiration of Offer	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1) Initial Deposit Amount	\$ <u>20,000.00</u> (<u>16.67</u> % of purchase price) (*% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____
D(2)	5A(2) <input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ _____ (_____ % of purchase price) (*% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____
E(1)	5C(1) Loan Amount(s): First Interest Rate Points	\$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> FHA (Forms FVAC/HID attached) <input type="checkbox"/> VA (Form FVAC attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(2)	5C(2) Additional Financed Amount Interest Rate Points	\$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(3)	7A Intended Use	Investment OR <input type="checkbox"/> _____	
F	5D Balance of Down Payment	\$ <u>100,000.00</u>	
PURCHASE PRICE TOTAL		\$ <u>120,000.00</u>	

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Buyer's Initials _____ / _____ Seller's Initials _____ / _____

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 1 OF 17)



	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	<input type="checkbox"/> \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
G(3)	21	<input type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed.		
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
I	Intentionally Left Blank			
J	19	Final Verification of Condition	5 (or _____) Days prior to COE	
K	26	Assignment Request	17 (or _____) Days after Acceptance	
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	<input type="checkbox"/> Purchase of Manufactured Home Buyer has (or <input type="checkbox"/> has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance <input type="checkbox"/> Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8J. <input type="checkbox"/> CR attached
L(4)	8D	<input type="checkbox"/> Construction Loan Financing A draw from the construction loan will not (or <input type="checkbox"/> will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	Investigation of Property	17 (or <u>75</u>) Days after Acceptance	
		Informational Access to Property Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer.	17 (or <u>75</u>) Days after Acceptance	
L(6)	8F, 17A	Review of Seller Documents	17 (or <u>75</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 16A	Preliminary ("Title") Report	17 (or <u>75</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 11E	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or <u>75</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8I, 9B(2)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(10)	8L	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
M		Possession	Time for Performance	
M		Vacant Lot Delivery Property to be delivered subject to tenant rights, if any, except _____.	Upon notice of recordation On COE Date	
N		Documents/Fees/Compliance	Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or <u>10</u>) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or <u>10</u>) Days after receipt	
N(3)	11E(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	35	Evidence of representative authority	3 Days after Acceptance	



O	Intentionally Left Blank			
P	Items Included and Excluded			
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____.		
P(2)		Excluded Items: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;		
Q	Allocation of Costs			
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	11D	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ _____ <input checked="" type="checkbox"/> Provided by: American Home Shield NHD	<input checked="" type="checkbox"/> Environmental <input type="checkbox"/> Other _____
Q(2)	15B(1)(D)	Environmental Survey (Phase I)	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(3)	10	Gov't Point of Sale Requirements Inspections and reports	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	22B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input checked="" type="checkbox"/> Each to pay their own fees	Escrow Holder: Commonwealth Land Title Insurance
Q(5)	16	Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	Title Company (If different from Escrow Holder): Commonwealth Land Title Insurance
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(8)		City transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(9)	11E(2)	HOA fee for preparing disclosures	Seller	
Q(10)		HOA certification fee	Buyer	
Q(11)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(12)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(13)		_____ fees/costs Reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(14)		_____ fees/costs Reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
R	Additional Tenancy Documents <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate			
S	OTHER TERMS: _____			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Addendum # _____ (C.A.R. Form ADM)
- Back Up Offer Addendum (C.A.R. Form BUO)
- Assumed Financing Addendum (C.A.R. Form AFA)
- Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- Buyer Intent to Exchange Addendum (C.A.R. Form BX) Seller Intent to Exchange Addendum (C.A.R. Form SX)
- Other _____
- Short Sale Addendum (C.A.R. Form SSA)
- Court Confirmation Addendum (C.A.R. Form CCA)

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- Buyer's Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA)
- Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- Wire Fraud Advisory (C.A.R. Form WFA) Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
 (Parties may also receive a privacy disclosure from their own Agent.)
- Wildfire Disaster Advisory (C.A.R. Form WFDA)
- Trust Advisory (C.A.R. Form TA)
- REO Advisory (C.A.R. Form REO)
- Other **BHIA**
- Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- Short Sale Information and Advisory (C.A.R. Form SSIA)
- Probate Advisory (C.A.R. Form PA)
- Other _____



- 5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.
- A. DEPOSIT:**
- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
 - (2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
 - (3) **RETENTION OF DEPOSIT: Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.**
- B. ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.
- C. LOAN(S):**
- (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(1)**.
 - (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.
 - (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
 - (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
- D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- E. LIMITS ON CREDITS TO BUYER:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- 6. ADDITIONAL FINANCING TERMS:**
- A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.
- B. VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
- C. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- 7. CLOSING AND POSSESSION:**
- A. OCCUPANCY:** Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.
- B. CONDITION OF PROPERTY ON CLOSING:**
- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "**As-Is**" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
 - (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**
- C.** Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**A. LOAN(S):**

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. MANUFACTURED HOME PURCHASE: If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.**D. CONSTRUCTION LOAN FINANCING:** If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.**E. INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.**F. REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 17A**.**G. TITLE:**

- (1) This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

H. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11E** ("CI Disclosures").**I. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(9)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(9)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.**J. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.****K. REMOVAL OF CONTINGENCY OR CANCELLATION:**

- (1) **For any contingency specified in paragraph 3L, 8, or elsewhere Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

L. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(10)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

- A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
- B. ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
 - (3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(2)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
 - (4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.
 - (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
 - (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
- C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, all items specified in **paragraph 3P(2)** are excluded from the sale.

10. ALLOCATION OF COSTS

- A. INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES:** Paragraphs 3Q(1-3), (5) and (13-14) only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **Paragraph 3N(1)**.
- B. GOVERNMENT POINT OF SALE REQUIREMENTS:** Point of sale inspections and reports refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. If any point of sale requirement requires repairs, retrofits or additional costs beyond an inspection or report, further written agreement regarding costs is required. If an agreement is reached, and unless Parties Otherwise Agree to another time period, any such repair, retrofit, or work shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair. If agreement is not reached within the time for removing the Buyer Investigation contingency, then either party may cancel the Agreement.

11. SELLER DISCLOSURES:

- A. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- B. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- C. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- D. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).



- (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- F. SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- G. ADDITIONAL DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
 - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
 - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
 - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
 - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
 - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
 - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
 - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
 - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
 - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
 - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
 - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
 - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
 - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
 - (15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
 - (16) **VIOLATION NOTICES:** Seller shall disclose any notice of violations of any Law filed or issued against the Property.
- H. MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in **paragraph 3N(1)**, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly Deliver to Buyer any such notice obtained.
- I. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- J. SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- K. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- 12. TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
 - B. INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
 - C. TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.

- D. SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11, paragraph 12,** or under any disclosure Delivered to Buyer:
- (1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
- 13. CHANGES DURING ESCROW:**
- A.** Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B:** **(i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.
 - B.** (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
(2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 14. SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
- 15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer shall, within the time specified in **paragraph 3L(5)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
 - B.** Buyer Investigations include, but are not limited to:
 - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
 - (E) Any other specific inspections of the physical condition of the land and improvements.
 - (2) Buyer Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include, but are not limited to, an investigation of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
 - C.** Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(5)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(5)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
 - E. Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
 - F. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**



- G. SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- H. ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- I. UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.
- J. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.
- K. GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- L. NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- M. PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.
- N. NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
- O. COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- P. SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.
- Q. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.
- R. MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 16. TITLE AND VESTING:**
- A.** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D.** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E.** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F.** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- G.** Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.



17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B, 11A, 11D-J, 12A, 12B, 12C, 16A, 16D, and 35**.
- B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
- (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11**.
 - (2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
 - (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.
- C. SELLER RIGHT TO CANCEL:**
- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (iv) Deliver a letter as required by **paragraph 6B**; (v) In writing assume or accept leases or liens specified in **paragraph 8I**; (vi) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **35**; (viii) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 34**; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
 - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.



- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: **(i)** be Signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J, NOT AS A CONTINGENCY OF THE SALE**, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:**
 - A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see **paragraph 3G(3)**), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
 - B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
 - C. BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
 - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11E(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.**



- B.** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 11**, or elsewhere in this Agreement.
- C.** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.
- D.** Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- E.** Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F.** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G.** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
- 23. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 25. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A**.
- 26. ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 27. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 28. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.

- 29. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 30. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 31. COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 32. DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. "Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. "Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. "Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. "As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. "Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. "C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. "Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. "Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. "Counting Days"** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. "Day" or "Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
 - K. "Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 17. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - L. "Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - M. "Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - N. "Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40**.
 - O. "Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
 - P. "Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - Q. "Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

33. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

34. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

35. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 39 and 40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, as specified in **paragraph 3N(4)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

36. LIQUIDATED DAMAGES:
If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials _____ / _____ Seller's Initials _____ / _____

37. MEDIATION:

A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent.** Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**

B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D.

38. ARBITRATION OF DISPUTES:

A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.

B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.

C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.

D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.



E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY." "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

39. OFFER

- A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. Seller has no obligation to respond to an offer made.
B. ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
(1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 35 for additional terms.
(3) The name(s) of the Legally Authorized Signer(s) is/are: Jose F. Torres
(4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:

C. The VLPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of BUYER: San Bernardino Community College District
[X] Printed Name of Legally Authorized Signer: Jose F. Torres Title, if applicable, Executive VP
(Signature) By, _____ Date: _____
Printed name of BUYER: _____
[] Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
[] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

- A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.
Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.
Seller shall return and include the entire agreement with any response.
[] Seller Counter Offer (C.A.R. Form SCO or SMCO)
[] Back-Up Offer Addendum (C.A.R. Form BUO)
B. Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
(1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 35 for additional terms.
(3) The name(s) of the Legally Authorized Signer(s) is/are: _____
(4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:



C. The VLPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

SELLER SIGNATURE(S):

(Signature) By, _____ **Date:** _____

Printed name of SELLER: **Eduardo Lopez**

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ **Date:** _____

Printed name of SELLER: **Belem D P Lopez**

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials





DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

Buyer Seller Landlord Tenant _____ *San Bernardino Community College* Date _____

Buyer Seller Landlord Tenant _____ Date _____

Agent _____ *CBRE, Inc* _____ DRE Lic. # *00409987*
Real Estate Broker (Firm)

By _____ *Austin Reuland* DRE Lic. # *02101405* Date _____
(Salesperson or Broker-Associate, if any)



CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees of liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/21 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. FEDERAL FAIR HOUSING ACT (“FHA”) Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT (“FEHA”) California Government Code (“GC”) §§ 12900-12996,12955; 2 California Code of Regulations (“CCR”) §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT (“Unruh”) California Civil Code (“CC”) § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. AMERICANS WITH DISABILITIES ACT (“ADA”) 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code (“B&PC”) § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords/Housing Providers
 - Real estate brokerage firms
 - Homeowners Associations (“HOAs”);
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; “channeling” or “steering” a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. “Blockbusting” or causing “panic selling” by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://calcivilrights.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii) no discriminatory advertising is used**, and **(iii) the owner owns no more than three single-family residences**. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ San Bernardino Community College District Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ Eduardo Lopez Date _____

Seller/Housing Provider _____ Belem D P Lopez Date _____

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REAL ESTATE BROKERS SECTION:

- 1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
- 2. **Agency relationships are confirmed as stated in paragraph 2.**
- 3. **Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
- 4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
- 5. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm CBRE, Inc Lic. # 00409987
 By Austin Reuland Lic. # 02101405 Date _____
 By _____ Lic. # _____ Date _____
 Address 3501 Jamboree Rd, Suite 100 City Newport Beach State CA Zip 92660
 Email austin.reuland@cbre.com Phone # (949)303-9805

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (check all that apply):

Email above Text to Phone # above Alternate: _____

B. Seller's Brokerage Firm MainStreet Realtors Lic. # 01849301
 By Maria De Jesus Rivera Lic. # 01958500 Date _____
 By _____ Lic. # _____ Date _____
 Address 8577 Haven Ave #100 City Rancho Cucamonga State CA Zip 91730
 Email homesbymariarivera@gmail.com Phone # (951)544-2330

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent) (check all that apply):

Email above Text to Phone # above Alternate: _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

- Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
 Broker or Designee Initials

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BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, Revised 6/23)

Property Address: 0141-151-38-0000, 0141-151-39-0000, San Bernadino, CA 92410 ("Property").

- A. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.
- B. BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know, or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not perform, and you have not cancelled the agreement in a timely and proper manner, you may be in breach of contract.
- C. SELLER RIGHTS AND DUTIES:** Seller is required to disclose to you known material facts that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.
- D. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
- E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:**
- 1. FINANCE:** Financing the purchase of vacant land and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
 - 2. CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
 - 3. UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
 - 4. ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

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BVLIA REVISED 6/23 (PAGE 1 OF 2) Buyer's Initials _____ / _____ Seller's Initials _____ / _____



BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 1 OF 2)

MainStreet Realtors, 8577 Haven Ave #100 Rancho Cucamonga, CA 91730
Maria Rivera

Phone: 9515442330
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax:
www.lwolf.com

0 Olive St

- 5. NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
- 6. SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER _____ Date _____
Eduardo Lopez

SELLER _____ Date _____
Belem D P Lopez

BUYER _____ Date _____
San Bernardino Community College District

BUYER _____ Date _____

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BVLIA REVISED 6/23 (PAGE 2 OF 2)

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 2 OF 2)



FAIR APPRAISAL ACT ADDENDUM
(C.A.R. Form FAAA, 6/22)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [] Other ("Agreement"), dated 03/04/2024, on property known as 0141-151-38-0000, 0141-151-39-0000, San Bernadino, CA 92410 ("Property"), in which Eduardo Lopez, Belem D P Lopez is referred to as ("Seller") and San Bernardino Community College District is referred to as ("Buyer").

Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

Buyer San Bernardino Community College District Date
Buyer Date
Seller Eduardo Lopez Date
Seller Belem D P Lopez Date

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FAAA 6/22 (PAGE 1 OF 1)

FAIR APPRAISAL ACT ADDENDUM (FAAA PAGE 1 OF 1)



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant San Bernardino Community College District Date

Buyer/Seller/Landlord/Tenant Date

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CCPA REVISED 12/22 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



BUYER HOMEOWNERS' INSURANCE ADVISORY
(C.A.R. Form BHIA, 12/23)

- 1. IMPORTANCE OF OBTAINING PROPERTY INSURANCE:** If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding. In the absence of property insurance, the homeowner would be responsible for the full expense. If the property is purchased with a loan, or refinanced, the lender will require an insurance policy protecting its interest. Insurance policies can cover damage due to one or more of the following: fire, flood, earthquake and other causes. The policy or an insurance broker should be consulted to determine when coverage applies and whether a supplement or rider can be purchased to provide additional coverage or if a separate policy is necessary.
- 2. PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS:** Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance. This cancellation right may be part of an overall investigation contingency or may be a specific contingency pertaining to insurance. If buyer waives or removes the applicable contingency before determining the availability and cost of property insurance, buyer is acting against the advice of broker.
- 3. CALIFORNIA'S PROPERTY INSURANCE MARKET:** Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies. These changes may affect both the availability and cost of insurance. However, over 50 insurance carriers are admitted to sell property insurance in California so it may be possible to obtain insurance even if some carriers will not write a new policy covering the property you intend to buy. An insurance broker may also be able to find a non-admitted insurance carrier offering to insure the property you intend to buy. Because locating an affordable insurance policy could take time and effort, buyers are advised to make all insurance inquiries as early in the home buying process as possible.
- 4. INSURANCE CONDITIONS:** Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise. Physical conditions standards could include, but are not limited to, prohibition of "knob and tube" electrical wiring, requirements related to piping/plumbing materials, standards related to the age and/or quality of the roof or foundation, minimal safety standards related to handrails, tripping hazards, and defensible space requirements.
- 5. RESOURCES:** The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: (i) Top Ten tips for Finding Residential Insurance; (ii) Residential Insurance Company Contact List; (iii) Home Insurance Finder; and (iv) information on other insurance issues. The webpage also includes information on how to contact the DOI, and suggestions on what to do if you cannot find insurance. The webpage and link to other documents is located at <https://www.insurance.ca.gov/01-consumers/105-type/5-residential/index.cfm>.
- 6. BROKER RECOMMENDATION:** Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies. Real estate brokers do not have expertise in this area.

By signing below, Buyer acknowledges that Buyer has read, understands, and has received a copy of this Buyer Homeowners' Insurance Advisory.

Buyer _____ San Bernardino Community College District Date _____

Buyer _____ Date _____

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BHIA 12/23 (PAGE 1 OF 1)

BUYER HOMEOWNERS' INSURANCE ADVISORY (BHIA PAGE 1 OF 1)

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Farrah Farzaneh, Executive Director, Facilities Planning, Construction, & Sustainability

DATE: August 8, 2024

SUBJECT: Consideration of Ratification of Agreement for Acquisition of Real Property Identified as "Rendon"

RECOMMENDATION

It is recommended that the Board of Trustees ratify the agreement for the acquisition of Real Property identified as "Rendon" which consists of approximately .14 acres commonly known as Land Parcel 0141-151-40-0000.

OVERVIEW

Pursuant to direction from the District Board of Trustees on January 11, 2024, District staff, in consultation with District legal counsel, negotiated a Purchase of Real Estate Agreement that details the terms and conditions of the sale of the Property to the District.

ANALYSIS

This ratification will establish the Board's directives concerning the acquisition of the Property and is in line with its previous direction to staff.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The cost will be included in the Bond Construction budget.







STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS
FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: March, 2024

1. Buyer.

1.1 San Bernardino Community College District, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or 30 days after the waiver or expiration of the Buyer's Contingencies, or one (1) week following the Board of Trustees meeting for that month. Buyer holds a monthly Board of Trustees meeting on the second Thursday of each month. Shall the closing of Escrow date land before the Board of Trustees meeting for that month, then the closing of Escrow date shall be amended to one (1) week following the Board of Trustees meeting for that month, ("Expected Closing Date"). Escrow is to be held by Commonwealth Land Title Insurance Company attn: Grace Kim ("Escrow Holder") whose address is 4400 MacArthur Blvd., Suite 800, Newport Beach, CA 92660, Phone No. (949) 422-3496, Facsimile No. Email: GUKim@cltic.com upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) one land parcel consisting of approx. 14 acres is located in the County of San Bernardino, is commonly known as (street address, city, state, zip) Land Parcel 0141-151-40-0000 and is legally described as: To be determined in escrow (APN: 0141-151-40-0000).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Commonwealth Land Title ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and (collectively, the "Improvements").

2.4 The fire sprinkler monitor: [] is owned by Seller and included in the Purchase Price, [] is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, [x] ownership will be determined during Escrow, or [] there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$60,000.00, payable as follows: (Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):

\$60,000.00

(b) Amount of "New Loan" as defined in paragraph 5.1, if any:

(c) Buyer shall take title to the Property subject to and/or assume the following existing deed of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)");

(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:

Said First Note is payable at per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on -

(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:

Said Second Note is payable at per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on -

(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note

INITIALS

INITIALS

of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:

Total Purchase Price:

\$60,000.00 -

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of \$10,000.00 . If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

- (a) ~~Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~
- (b) ~~Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~
- (c) ~~If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.~~

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

5. ~~Financing Contingency. (Strike if not applicable)~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____ % of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

6. ~~Seller Financing. (Purchase Money Note). (Strike if not applicable)~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____% per annum, with principal and interest paid as follows: _____ The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

- (a) ~~Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~
- (b) ~~Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~
- (c) ~~Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller~~

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~~has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm _____ License No. _____ Is the broker of (check one): the Seller; or both the Buyer and Seller (dual agent).

Seller's Agent _____ License No. _____ Is (check one): the Seller's Agent (salesperson or broker associate); or both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm CBRE, Inc. License No. 00409987 Is the broker of (check one): the Buyer; or both the Buyer and Seller (dual agent).

Buyer's Agent Austin Reuland License No. 02101405 Is (check one): the Buyer's Agent (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in Paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER**

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HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within ~~10 or~~ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has ~~10 or~~ 75 Days from the Date of Agreement ~~days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later,~~ to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has ~~30 or~~ 75 Days from the Date of Agreement ~~days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later,~~ to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has ~~30 or~~ 75 Days from the Date of Agreement ~~days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later,~~ to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals.* Buyer has ~~30 or~~ 75 Days from the Date of Agreement ~~days following the Date of Agreement~~ to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within ~~10 or~~ 3 days following the Date of Agreement. Buyer has ~~10~~ 75 Days from the Date of Agreement ~~days from the receipt of the Title Commitment, the Underlying Documents and the plot plan~~ to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has ~~30 or~~ 75 Days from the Date of Agreement ~~days following the receipt of the~~ Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements.* Seller shall within ~~10 or~~ 3 days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, ~~and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property.~~ Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate prior to closing. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 75 Days from the Date of Agreement ~~10 days from the receipt of said Existing Leases and Estoppel Certificates~~ to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association.* Seller shall ~~use best efforts to assist within 10 or~~ ~~days following the Date of Agreement provide~~ Buyer with obtaining a statement and transfer package from any owner's association servicing the Property. Such transfer package ~~may shall at a minimum~~ include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 75 Days from the Date of Agreement ~~10 days from the receipt of such documents~~ to satisfy itself with regard to the association.

(j) *Other Agreements.* Seller shall within ~~10 or~~ 3 days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 75 Days from the Date of Agreement ~~10 days from the receipt of said Other Agreements~~ to satisfy itself with regard to such Agreements.

(k) ~~Financing.~~ ~~If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency,~~

(l) ~~Existing Notes.~~ ~~If paragraph 3.1(c) has not been stricken, Seller shall within 10 or~~ ~~days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or~~ ~~days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or~~ ~~days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or~~ ~~days from the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

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(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has ~~10 or~~ 75 Days from the Date of Agreement days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within ~~10 or~~ 3 days following the Date of Agreement.

(n) *Destruction, Damage or Loss*. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "**Buyer's Contingencies**."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("**Disapproved Item**"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("**Seller's Election**"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

- (a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.
- (b) If applicable, the Beneficiary Statements concerning Existing Note(s).
- (c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.
- (d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.
- (e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.
- (f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.
- (g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.
- (h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

- (a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.
- (b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost

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naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

- (c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.
- (d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.
- (e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.
- (f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers :

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

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12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of _____ on the date of _____, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF - \$10,000.00 . UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

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Buyer's Initials

Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("**COMMERCIAL RULES**"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE NUMBER OF ARBITRATORS SHALL BE AS PROVIDED IN THE COMMERCIAL RULES AND EACH SUCH ARBITRATOR SHALL BE AN IMPARTIAL REAL ESTATE BROKER WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR OR ARBITRATORS SHALL BE APPOINTED UNDER THE COMMERCIAL RULES. AND SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials

Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial.** **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions.**

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent.* A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and

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observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs ____ through ____ . (If there are no additional provisions write "NONE".)

NONE

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

- 1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
- 2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER

CBRE, Inc.

Attn: Austin Reuland

Title: _____

Address: _____

Phone: _____

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Date: _____

BUYER

San Bernardino Community College District

By: _____

Name Printed: _____

Title: _____

Phone: _____

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Fax: _____
Email: _____
Federal ID No.: _____
Broker/AGENT DRE License #: _____

Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee -in a sum equal to 5.0 % of the Purchase Price **to Buyer's Broker.** ~~to be divided between the Brokers as follows: Seller's Broker- _____ % and Buyer's Broker- _____ %~~ This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker/AGENT DRE License #: _____

Date: _____

SELLER

William Rendon, an individual

By: _____
Name Printed: William Rendon
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

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PROPERTY INFORMATION SHEET
(For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

William Rendon, an individual ("Owner"), owns the Property/Premises commonly known as (street address, city, state, zip) Land Parcel 0141-151-40-0000 located in the County of San Bernardino, and generally described as (describe briefly the nature of the Premises or Property) one land parcel consisting of approx. .14 acres (hereinafter "Property"), and certifies that:

- 1. Material Physical Defects. Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"):
2. Equipment. A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"):
3. Soil Conditions. Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"):
4. Utilities. Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) public sewer system and the cost of installation thereof has been fully paid, private septic system, electricity, natural gas, domestic water, telephone, and other:
5. Insurance. Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"):
6. Compliance With Laws. Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"):
7. Hazardous Substances and Mold. A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"):
8. Fire Damage. Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"):
9. Actions, Suits or Proceedings. Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"):
10. Governmental Proceedings. Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write

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"NONE"): ____.

11. **Unrecorded Title Matters.** Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"): ____.

12. **Leases.** Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"): ____.

13. **Options.** Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"): ____.

14. **Short Sale/Foreclosure.** The ability of the Owner to complete a sale of the Property is contingent is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', ie. a sale for less than the amount owing on the Property. (This paragraph only needs to be completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property is is not in foreclosure.

15. **Energy Efficiency.** The Property has has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: ____.

16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): ____.

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed.

Date: ____
(fill in date of execution)

OWNER
William Rendon, an individual

By: _____
Name Printed: William Rendon
Title: ____

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on ____ . (Fill in date received)

BUYER/LESSEE
San Bernardino Community College District

By: _____
Name Printed: ____
Title: ____

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SELLER'S MANDATORY DISCLOSURE STATEMENT

(Required by law on transactions involving non-residential properties in California)
DO NOT USE THIS FORM WITH REGARD TO THE SALE OF RESIDENTIAL PROPERTIES

This disclosure statement is intended to be a part of the STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) of said document) or _____ (the "Purchase Agreement") dated March, 2024, regarding that certain real property commonly known as (street address, city, state, zip): Land Parcel 0141-151-40-0000 (the "Property") wherein William Rendon, an individual is the Seller and San Bernardino Community College District is the Buyer. Note: This disclosure statement is not designed nor intended to be used in place of the standard Property Information Sheet published BY AIR CRE ("AIR"). Both documents should be used in every transaction involving a sale.

In order to comply with State law concerning disclosures to a potential purchaser, Seller elects to:

A. Utilize a report prepared by a professional consultant which has been approved by the AIR, i.e., **First American Natural Hazard Disclosures**, (800) 527-0027, or JCP Property Disclosure Reports, (800) 748-5233. A copy of their report is attached hereto. **(Complete paragraph 8, 9, 10, 12 and 13 and sign this statement in the place provided.)**

B. Utilize a report prepared by _____, with phone number: _____. A copy of their report is attached hereto. **(Complete paragraphs 8, 9, 10, 12, and 13, sign this Statement in the place provided, and attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)**

C. Complete this Disclosure Statement without the assistance of a professional consultant. **(Complete paragraphs 1 through 13 and sign this Statement in the place provided. Remember to attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)**

~~1. EARTHQUAKE FAULT ZONES. If the Property is located within a delineated Earthquake Fault Zone (a zone that encompasses a potentially or recently active trace of an earthquake fault that is deemed by the State Geologist to constitute a potential hazard to structures from surface faulting or fault creep), California Public Resources Code §2621 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone, and that its development may require a geologic report from a state-registered geologist. In accordance with such law, Buyer is hereby informed that the Property is or is not within a delineated Earthquake Fault Zone.~~

~~2. SEISMIC HAZARD ZONES. If the Property is located within a Seismic Hazard Zone as delineated on a map prepared by the California Division of Mines and Geology, California Public Resources Code §2690 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone. In accordance with such law, Buyer is hereby informed that the Property is or is not within a Seismic Hazard Zone.~~

~~3. EARTHQUAKE SAFETY. If (1) the improvements on the Property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) unreinforced masonry walls, Buyer must be provided with a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "Booklet") published by the California Seismic Safety Commission. Buyer is hereby informed that the Property:~~

~~(a) meets the foregoing requirements, and a copy of the Booklet and a completed "Commercial Property Earthquake Weakness Disclosure Report" is attached hereto. Within five business days of Buyer's receipt of said Disclosure Report, Buyer shall deliver a duly countersigned copy of the same to Escrow Holder, with a copy to Seller and Seller's Broker. Escrow Holder is hereby instructed that the Escrow shall not close unless and until Escrow Holder has received the Disclosure Report duly signed by both Seller and Buyer.~~

~~(b) does not meet the foregoing requirements requiring the delivery of the Booklet.~~

~~4. FIRE PROTECTION. If the Property is located within a designated State Responsibility Area as delineated on a map prepared by the California Department of Forestry, California Public Resources Code §4136 mandates that prospective purchasers be advised that the Property is located within a wildland area which may contain substantial forest fire risks and hazards, that the State may not be responsible to provide fire protection services, and that the Property may be subject to the requirements of Public Resources Code §4291 which requires the periodic removal of brush, the maintenance of firebreaks, and other similar activities. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated State Responsibility Area.~~

~~5. FIRE HAZARD. If the Property is located within an area designated as a Very High Fire Hazard Severity Zone pursuant to Government Code §51178 et seq., §51183.5 mandates that prospective purchasers be advised that the Property is located within such a zone and that the Property may be subject to various maintenance, design and/or construction requirements and/or restrictions. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated Very High Fire Hazard Severity Zone.~~

~~6. AREA OF POTENTIAL FLOODING. If the Property is located within an area of potential flooding in the event of the failure of a dam as shown on an inundation map designated pursuant to Government Code §8589.5, §8589.4 mandates that prospective purchasers be advised that the Property is located within such an area. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated area of potential flooding.~~

~~7. FLOOD HAZARD AREAS. If the Property is located within a designated Federal Flood Hazard Area as delineated on a map prepared by the Federal Emergency Management Agency, Federal law, ie. 42 U.S.C. §4104a, mandates that prospective purchasers be advised that the Property is located within an area having special~~

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~~flood hazards and that flood insurance may be required as a condition to obtaining financing. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated Federal Flood Hazard Area.~~

8. FLOOD DISASTER INSURANCE. If the Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and said assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, ie. 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to maintain such insurance on the Property and that if said insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided. Buyer is hereby informed that to the best of the Seller's knowledge Federal flood disaster assistance has or has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".

9. WATER HEATER BRACING. If the Property contains one or more water heaters, Seller is required by California Health and Safety Code §19211 to certify to the Buyer that all such water heaters have been braced, strapped and/or anchored in accordance with law. Buyer is hereby advised that the required bracing, strapping and/or anchors: have been installed have not been installed, or Seller does not know whether they have been installed.

10. PRESENCE OF MOLD. If the seller or transferor of property knows of the presence of mold that affects the property and the mold either exceeds permissible exposure limits or poses a health threat then Health and Safety Code §26140, et seq. mandates that prospective purchasers be advised in writing of such mold. In accordance with such law, Buyer is hereby informed that the undersigned does or does not know of the presence of such mold effecting the Property.

11. TITLE INSURANCE. In the event that the Purchase Agreement does not at present provide that title insurance will be obtained, Buyer is strongly urged to consider purchasing such insurance, and, in accordance with California Civil Code §1057.6, is advised as follows:

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

12. HAZARDOUS SUBSTANCES. Seller is required by California Health and Safety Code §25359.7 to notify potential buyers of the presence of any hazardous substance that Seller knows, or has reasonable cause to believe, is located on or beneath the Property. In accordance with such law, Buyer is hereby notified that: Seller neither knows nor has reasonable cause to believe that any hazardous substance is on or beneath the Property, or Seller knows or has reasonable cause to believe that the following hazardous substances are on or beneath the Property: ____.

13. OTHER. ____

PLEASE NOTE:

While the information contained in or attached to this Disclosure Statement is believed to be accurate as of the date that it was prepared, the applicable laws and the areas covered by the various natural hazard zones, etc. can change from time to time. Prior to the close of escrow, Buyer may wish to again check the status of the Property. Also, the city and/or county in which the Property is located may have established natural hazard zones in addition to those listed above. Buyer is advised to check with the appropriate local agency or agencies.

The descriptions contained within the above disclosure paragraphs are not intended to be full and complete dissertations of all of the possible ramifications to the Buyer and/or the Property. In the event that this document indicates that the Property is affected by one or more of the disclosures, Buyer is advised to:

1. Review the applicable laws in their entirety.
2. Seek advice of counsel as to the legal consequences of the items disclosed.
3. Retain appropriate consultants to review and investigate the impact of said disclosures.

Likewise no representation or recommendation is made BY AIR CRE or by any broker as to the legal sufficiency, legal effect, or consequences of this document or the Purchase Agreement to which it relates.

Date: ____

SELLER

William Rendon, an individual

By: _____

Name Printed: William Rendon

Title: ____

Receipt of the above Seller's Mandatory Disclosure Statement is hereby acknowledged:

Date: ____

BUYER

San Bernardino Community College District

By: _____

Name Printed: ____

Title: ____

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Last Edited: 3/8/2024 4:34 PM
Page 3 of 3



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. The air is full of excitement as friends old and new come together in an environment that fosters intellectual curiosity and personal growth.

As SBCCD embarks upon the third year of its 2022-2027 Strategic Plan, ...cont. page 3



08.08.2024

CHANCELLOR'S REPORT



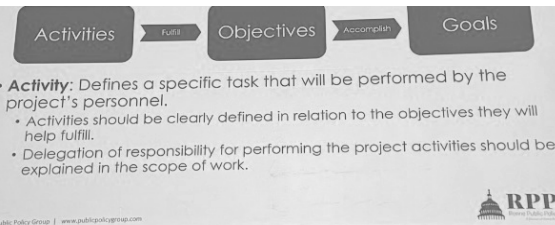
U.S. ECONOMIC DEVELOPMENT ADMINISTRATION INVESTS IN SBCCD'S TRAINING CENTER

On July 26th, SBCCD celebrated a \$3 million investment from the U.S. Economic Development Administration to build a new job training center at the Del Rosa site, right by the former Norton Air Force Base.

Chancellor Diana Z Rodriguez called the future center an "oasis of opportunity" for Unemployed adults, at-risk youth, and anyone needing to update their skills. Opening by 2028, it'll be a game-changer, especially for formerly-incarcerated adults. ...cont. page 3

KVCR HOSTED SBCCD GRANT READINESS WORKSHOP

KVCR hosted SBCCD's interactive workshop designed to make our shared grant-seeking journey exciting and successful. Participants dove into the essentials of the grant application process, discovered what it takes to reach grant-readiness thresholds, and learned how to design compelling program proposals, and under best practices for budget development. this workshop provided enriching and engaging content to strengthen SBCCD's efforts to bring in grant funding to serve our students.





VETERANS OF CRAFTON'S CLASS OF 2024 RECOGNIZED AT A SPECIAL CEREMONY

Graduating Roadrunners who served our nation in its military were individually recognized at a special ceremony hosted by Crafton Hills College's Veterans Resource Center (VRC) on May 15.

Thirteen veteran students received special regalia to celebrate their accomplishment, from specialty chords and stoles to an all-new challenge coin designed to pay homage to the sacrifices made during their time of service.

"We have a small veteran population, but to have this many graduate is so amazing," said Steve Rush, a veterans services coordinator. "A lot of the veterans who showed up today ...regularly use the VRC on a day-to-day basis. They were looking forward to this day, and we're excited we do this for them."

Crafton's Veterans Resource Center is located near the quad, the heart of the Yucaipa-based community college's campus. Open to all veterans and their dependents, the VRC is dedicated to help transition student veterans from military to civilian life within an academic environment.

For many like Damien Madrid, the VRC has become their home away from home as they navigate the world of Crafton and contemplate the future.

"Without the Veterans Resource Center, I wouldn't have been able to navigate the administrative parts of enrolling, financial aid, and all of that," said the Marine Corps. veteran. "To have a resource like this and a staff willing to help whenever needed, it's great, and I hope every school has a VRC like ours."

To learn more about the center and its resources, head to craftonhills.edu/veterans.

SBVC PARTNERS WITH SB SYMPHONY FOR 3RD SUMMERFEST CELEBRATION

SBVC collaborated with the San Bernardino Symphony for the third annual SummerFest last Saturday! A big shoutout to the amazing San Bernardino Symphony Orchestra and Maestro Anthony Parnter. Now in its third year, this unique partnership continues to draw crowds with its unforgettable Independence Day celebration.

Since its inception in 2022, SummerFest has grown into a cherished tradition, attracting thousands of visitors to the SBVC campus for an evening of fun, food, face-painting, music and fireworks. The college was proud to showcase its campus during the event and offered information about applying and signing up for classes.

The "America, the Beautiful" concert, conducted by Maestro Anthony Parnter, featured performances by internationally renowned musicians and vocalists. The evening included breaking the world record for the largest ensemble of Piccolo players performing "The Stars and Stripes Forever." The show wrapped up with Tchaikovsky's "1812 Overture" and a synchronized fireworks display.

Thanks to all the fantastic vendors and attendees for making this year's celebration so special. Also, congratulations to the 192 piccolo players who achieved the world record right here at SBVC.

**“WE MUST
BE THE
COMMUNITY’S
COLLEGE,”
Chancellor Rodriguez.**



WELCOME TO A NEW ACADEMIC YEAR, ONWARD TOWARD FALL

...CONT. FROM PAGE 1

It remains focused on strategy alignment and execution with an expanded emphasis on analytics. Reflecting on the enriching and eventful 2023-2024 academic year, SBCCD celebrates the significant progress made towards impacting the lives and careers of the students and community it serves. The achievements chronicled in the 2024 Strategic Plan Progress Report stand as a testament to the unwavering leadership, tireless dedication, and steadfast commitment to fostering student success.

In June 2024, the SBCCD Board of Trustees reaffirmed its existing goals for 2024-2025 but has also fine-tuned its strategic directions, strategic action, and key results. This is lending to the success of our students who are here to achieve their dreams and to turn their goals into reality.

As we begin the new academic year, I encourage SBCCD to continue to work collaboratively to foster a institution of culture that is compassionate, inclusive, supportive, and safe. 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, Ed.D.
Chancellor

U.S. ECONOMIC DEVELOPMENT ADMINISTRATION INVESTS IN SBCCD TRAINING CENTER

...CONT. FROM PAGE 1

The 17,620-square-foot space will offer indoor and outdoor training areas for hands-on, accelerated, industry-recognized training.

Today, we kicked things off with a check presentation and a ceremonial groundbreaking, joined by special guests including U.S. Department of Commerce Assistant Secretary Alejandra Castillo, Congressman Pete Aguilar, Assemblymember Eloise Gomez Reyes, Supervisor Joe Baca, Jr., San Bernardino Mayor Helen Tran, San Bernardino City Councilmember Damon Alexander, and many more from our community and industry partners



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Nohemy Ornelas, Vice Chancellor of Educational and Student Support Services

PREPARED BY: Dr. Christopher Crew, Executive Director of Research, Planning, and Institutional Effectiveness

DATE: August 8, 2024

SUBJECT: 2024-2025 Update: Strategic Plan and Objectives

RECOMMENDATION

This item is for information only. No action is necessary.

OVERVIEW

As the San Bernardino Community College District (SBCCD) enters the third year of its 2022-2027 strategic plan, it remains focused on aligning strategies and executing them with an expanded emphasis on analytics.

ANALYSIS

SBCCD's Strategic Plan has been fine-tuned to provide additional metrics that challenge the District to further demonstrate the breadth and depth of its student impact, integrating with the College's Educational Master Plan and the District Support Operations Plan.

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

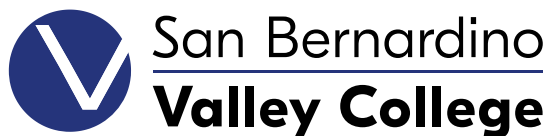
FINANCIAL IMPLICATIONS

There are no financial implications.

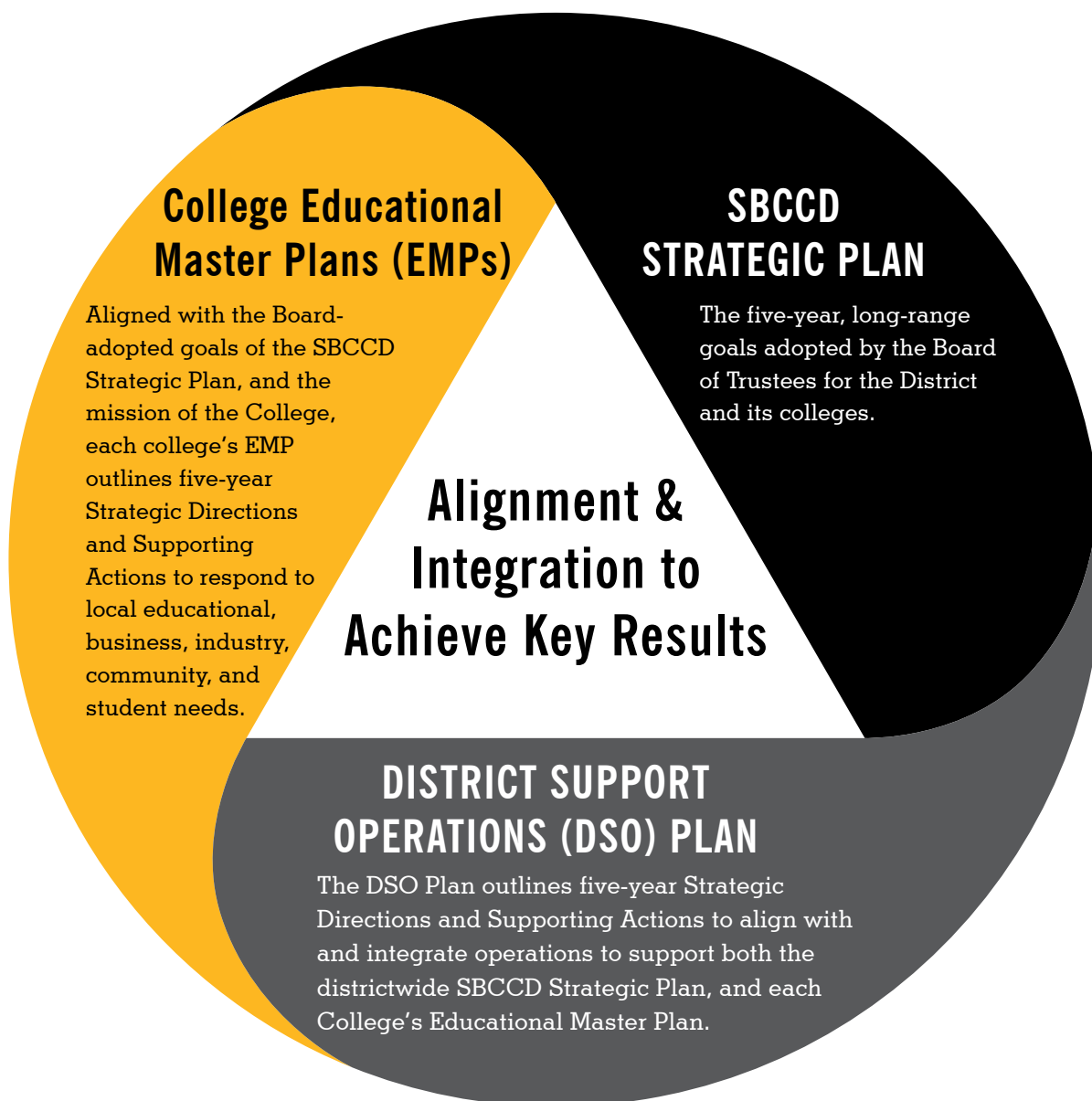


2024-2025 UPDATE

STRATEGIC PLAN AND OBJECTIVES



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT INTEGRATED PLANNING MODEL



INTEGRATED AND STUDENT FOCUSED

As the San Bernardino Community College District (SBCCD) embarks upon the third year of its 2022-2027 Strategic Plan, it remains focused on strategy alignment and execution with an expanded emphasis on analytics. Reflecting on the enriching and eventful 2023-2024 academic year, SBCCD celebrates the significant progress made towards impacting the lives and careers of the students and community it serves. The achievements chronicled in the 2024 Strategic Plan Progress Report stand as a testament to the unwavering leadership, tireless dedication, and steadfast commitment to fostering student success. SBCCD has not only reaffirmed its existing goals for 2024-2025 but has also fine-tuned its strategic directions, strategic actions, and key results to provide additional metrics that challenge the District to further demonstrate the breadth and depth of its student impact. This expanded emphasis integrates into the College's Educational Master Plan (EMP) and the District Support Operations (DSO) Plan to further align with SBCCD's Mission, Vision, and Values.

SBCCD Integrated Plan – 2022-2027

SBCCD Mission

SBCCD positively impacts the lives and careers of our students, the well-being of their families, and the prosperity of our community through excellence in educational and training opportunities.

SBCCD Vision

Inspiring possibilities for bright futures and a prosperous community.

SBCCD Values

Accessibility, Inclusion, Integrity, Courage, Collaboration, Excellence

Crafton Hills College Mission

The Crafton Hills College mission is to change lives. We seek to inspire our students, support our colleagues, and embrace our community through a learning environment that is transformational. Crafton Hills College welcomes everyone and is committed to working with students from diverse backgrounds. The College has an exceptional learning environment built on a tradition of excellence, a talented faculty, a driven student body, a committed staff, with passionate leadership and community support.

San Bernardino Valley College Mission

San Bernardino Valley College provides innovative instructional programs and cohesive student services to support the educational goals of a culturally diverse community of learners by engaging in continuous improvement and actively working towards an anti-racist culture to foster an environment of meaningful learning and belonging for our students, employees, and the community.

SBCCD STRATEGIC PLAN 2022-2027 GOALS



Goal 1: Access and Success

Eliminate barriers to student access and success.

Strategic Directions 2022-2027

DSO Plan

- 1.1: Support the colleges in creating efficient processes and accessible, user-friendly customer services.

CHC Plan

- 1.1: Increase student enrollment.

SBVC Plan

- 1.1: Create a college-going culture through intentional community outreach and clear communications of pathways.
- 1.2: Innovate curriculum and course offerings to support student equity and completion.
- 1.3: Expand and align support services and resources in conjunction with student pathways.



SBCCD STRATEGIC PLAN 2022-2027 GOALS



Goal 2: Institutionalize DEI-A

Be a diverse, equitable, inclusive, and anti-racist institution.

Strategic Directions 2022-2027

DSO Plan

2.1: Develop a diverse SBCCD workforce of individuals who are culturally competent; understand the communities they serve; honor equity, inclusivity, and anti-racism; and are supported with ongoing professional development.

CHC Plan

- 2.1: Engage in practices that prioritize and promote inclusivity, equity, anti-racism, and human sustainability.
- 2.2: Increase student success & equity.

SBVC Plan

- 2.1: Utilize quantitative and qualitative data to understand our students' lived experiences and better support them towards their goals.
- 2.2: Create relationships with the Black and African American community.
- 2.3: Create and sustain sense of belonging for all College and community stakeholders.



SBCCD STRATEGIC PLAN 2022-2027 GOALS



Goal 3: Regional Leadership

Be a leader and partner in addressing regional issues.

Strategic Directions 2022-2027

DSO Plan

- 3.1: Partner with business, industry, and community organizations to create education and training that leads to employment of SBCCD students and advancement in the workplace.
- 3.2: Institutionalize a commitment to cultivating leadership skills within the District by providing professional development that expands SBCCD's ability to influence economic, educational, and sustainability initiatives in the region, state, and country.
- 3.3: Work with municipal, regional, state, and federal representatives in a unified effort to ensure that educational and employment needs of the region are understood, articulated, and advocated for funding.

CHC Plan

- 3.1: Develop a campus culture that engages students, employees, and the broader community.

SBVC Plan

- 3.1: Connect students to regional and community opportunities.



SBCCD STRATEGIC PLAN 2022-2027 GOALS



Goal 4: Fiscal Accountability

Ensure SBCCD's fiscal accountability/sustainability.

Strategic Directions 2022-2027

DSO Plan

4.1: Maximize the acquisition, investment, management, and sustainability of SBCCD funds, facilities, systems, and technologies; support ongoing innovation and user training to ensure District viability, fiscal accountability, and reduced student costs.

CHC Plan

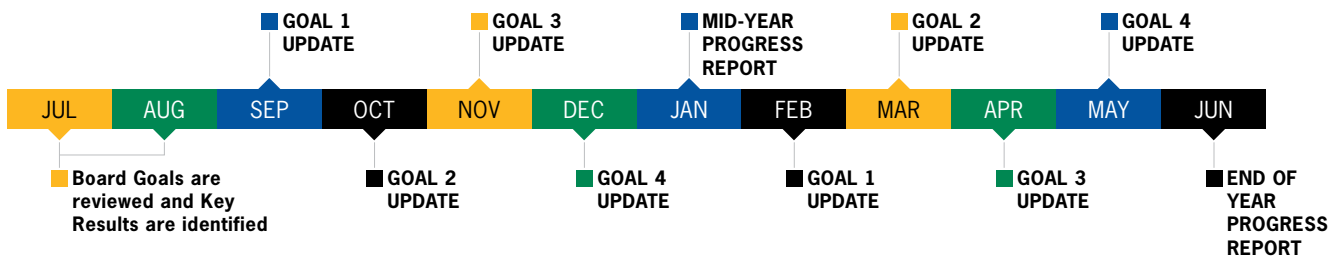
4.1: Foster and support inquiry, accountability, and campus sustainability.

SBVC Plan

4.1: Ensure sustainability through fiscal accountability.

Timeline

SBCCD Board of Trustees will continue to follow the timeline below to stay informed on the District's progress in reaching its goals.





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

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Heather M. Ford, Sr. Executive Administrative Assistant

DATE: August 8, 2024

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*

Presented for Information August 8, 2024

MONTHLY	Consent Agenda	<p>INSTRUCTION/STUDENT SERVICES</p> <ul style="list-style-type: none"> Curriculum Modifications Donations <p>HUMAN RESOURCES</p> <ul style="list-style-type: none"> Classification Advancements for Academic Employees Non-instructional Pay, Stipends, and Reduced Workload Tuition Reimbursement Employment Contracts Promotions, Transfers, Reclassifications, Step Advancements New Hires (Adjuncts, Substitutes, Classified, Management, Temporary, Interim, Permanent) Job Descriptions and Revised Salary Schedules CSEA/CTA/POA Agreements 	<p>BUSINESS & FISCAL SERVICES</p> <ul style="list-style-type: none"> Alcoholic Beverages Board Policies (Final Approval) Conferences Over \$5K or Outside US District/College Expenses Individual Memberships Surplus Property & Authorization for Private Sale or Disposal Contracts Above Bid Limit Resolution: Fund Balance Transfer Ratification of Interfund Transfers Signature List Changes 	<p>FACILITIES</p> <ul style="list-style-type: none"> Informal Bid Award (UCCAP) CBOC Appointees Award RFQ/RFP/Bids & Contracts Master Service Agreement & Task Orders For Bond Construction Small Scale Construction Contract Award
	Information Items Reports/Updates	<p>OFFICE OF THE CHANCELLOR</p> <ul style="list-style-type: none"> Applause Recognition Retirements Board Committee Reports Reports from Represented Groups Board Master Planning Action Calendar 	<p>BUSINESS & FISCAL SERVICES/FACILITIES</p> <ul style="list-style-type: none"> Board Policies (1st Reading) Budget Revenue & Expenditure Summary General Fund Cash Flow Analysis Purchase Order Report Contracts Below Bid Limit Construction Change Orders and Amendments – Bond/Non-Bond KVCR Update 	<p>HUMAN RESOURCES</p> <ul style="list-style-type: none"> CSEA/CTA/POA MOUs Professional Expert, Short-Term, and Substitute Employees Resignations Retirements Volunteers

JANUARY

- Legislative Priorities and State Budget Priorities
- 2022-2027 SBCCD Strategic Plan Mid-Year Update (Goals 1-4)
- 2022-2027 SBCCD Strategic Plan (begin renewal mid-year for approval in August)
- § 53003. Updated District EEO Plan Presentation and ACTION (with comments from CCCCCO)
- EEO Plan (monitor, evaluate, and report annually)
- Adopt Budget Calendar (by 2/1)
- Budget Directives 1st Reading (BFC)

FEBRUARY

- Apportionment Attendance and FTES Calculation Report (CCFS 320) P1
- 2022-2027 Strategic Plan Update (Goal 1)
- Sabbatical Leave Requests (name faculty, college, & term)
- Budget Directives (by 3/1)
- Nonresident Tuition and Capital Outlay Fees (by 3/1)
- Review and Affirmation of Guiding Principles for FCC Auction Proceeds PRST Account
- Review and Approve Guiding Principles for KVCR PRST Account

MARCH

- Regular Meeting Dates for the Board of Trustees
- 2022-2027 Strategic Plan Update (Goal 2)
- Classified Employee of the Year Endorsement (by 3/15)
- Review Tenure/Tenure Contracts
- Selection of Auditor (before 4/1)
- Quarterly Certified Financial Status Report (Oct-Dec)
- Quarterly Investment & Deposit Report (Oct-Dec)
- CBOC Annual Report Presentation (by 3/31)

BOARD MASTER PLANNING ACTION CALENDAR*

Presented for Information August 8, 2024

APRIL

- Trustee Handbook
- Student Trustee Privileges (by 5/15)
- P&Ps: 2100 (every two years on even election years),
- 2022-2027 Strategic Plan Update (Goal 3)
- 4/10 Alternate Summer Work Schedule MOU

MAY

- Recognition of Outgoing Student Trustees
- P&Ps: 6320 (annual; last approved 4/2023); 4235 (every three years; last approved 5/13/21)
- 2022-2027 Strategic Plan Update (Goal 4)
- Apportionment Attendance and FTES Calculation Report (CCFS 320) P2
- Preliminary Budget & Presentation (optional strategy session)
- Resolution: Interfund Transfers for Next Fiscal Year

JUNE

- Presentation: Administer Oath of Office to New Student Trustees
- New Student Trustee Orientation Information
- Executive Summary of Goals 1-4 (Board Retreat)
- Presentation: DEIA (HR)
- Employment Contracts for Academic and Classified Managers
- Employment Contract for Chancellor
- Salary Placement for Executive Management (3-year placement)
- Adopt Tentative Budget (by 7/1)
- Authorized Signature List for Next Fiscal Year
- Resolution: Expenditures of Prop 30 EPA Funds
- Resolution: Signature Authorizations for State of CA Department of Rehabilitation, Department of Education, Department of Corrections and Rehabilitation, and Department of Social Services
- Resolution: GANN Limit
- Sole Source Suppliers for Fiscal Year
- District Bank Accounts
- Resolution: Increase Board Compensation and Approve Excused Absences
- Fiscal Year Meals, Refreshments on District and College Expenses
- Quarterly Financial Status Report (Jan-Mar)
- Quarterly Investment & Deposit Report (Jan-Mar)
- Five-Year Construction Plan (CCCCO annual requirement)

BOARD MASTER PLANNING ACTION CALENDAR*

Presented for Information August 8, 2024

JULY

- Resolution: Transfer of Appropriations for the Fiscal Year
- 2020-2023 District Technology Strategic Plan (2020)

AUGUST

- P&Ps: 2745, 2435, 1100, 1200
- Reaffirm Mission, Vision, Values (2022)
- 2024-2025 Strategic Plan Update (begin renewal mid-year for approval in August)
- Apportionment Attendance and FTES Calculation Report (CCFS 320) P3
- Final Budget Presentation (strategy session last Thursday)

SEPTEMBER

- Accreditation Midterm Report (due 10/15/24)
- Accreditation Comprehensive Review Occurs Fall 2027
- Prior Year Final Enrollment Fee Revenue Due (CCFS-323 by 9/15)
- Approval of Districtwide Sabbaticals (notice required to employees by 10/1)
- § 53004. EEO Plan Analyses and Annual Report to CCCCCO
- Public Hearing and Final Budget Approval (by 9/15)
- Quarterly Investment & Deposit Report (Apr-Jun)

OCTOBER

- P&Ps: Review Schedule
- Academic Calendar
- Emergency Operations Plan
- Annual Security Report
- Initial Proposals to Reopen Negotiations with CSEA/CTA
- Sabbatical Completion Reports (from prior academic year)

NOVEMBER

- § 72000 (c)(2)(A); Board to select date and time of annual meeting and notify the county superintendent of schools. Note: Within 15 days of the annual meeting, written notice must be sent to members and members-elect notifying them of the date and time of the annual meeting.
- Campus Advisory Committees
- Full-Time Faculty Obligation Report (110/FFO due by 11/30)

BOARD MASTER PLANNING ACTION CALENDAR*

Presented for Information August 8, 2024

DECEMBER | ANNUAL BUSINESS MEETING

- 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.
- 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.
- New Trustee Oath of Office
- Nomination and approval of SBCCD Executive Board
- Certification of Election of Board Chair and Clerk
- Board Member Assignment to the County Committee on School District Organization
- Board Member Assignment to the SBRETC JPA
- Board Member Assignment to Standing BOT Committees. (Note for information: BEC serves as Ethics committee and self-evaluation/chancellor evaluation committees)
- Approve Ex Officio Members of the IFF Board
- New Trustee Orientation (every 2 years on even numbered years, if new trustees are elected)
- Apportionment Attendance and FTES Calculation Report (CCFS 320 by 1/15) P1
- Audit Reports: District, CBOC, KVCR (by 12/31)
- Quarterly Financial Status Report, Jul-Sep
- Quarterly Investment & Deposit Report, Jul-Sep

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Steven J. Sutorus, Executive Director, Business & Fiscal Services

DATE: August 8, 2024

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 2024-25 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 2024-25 fiscal year through July 17, 2024. As of that date, SBCCD was 4.7% through the fiscal year and had spent and/or encumbered approximately 1.9% of its unrestricted general fund budget.

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 07/17/24

[v.7.18.2024.p.1]2]

4.7% of Fiscal Year Elapsed

FUND	REVENUES			EXPENDITURES			COMMENTS
	Budget	Received YTD	%	Budget	Expensed/ Encumbered YTD	%	
01 General Fund - Unrestricted	142,406,349	953,859	0.7%	145,014,081	2,767,717	1.9%	Expenditures are consistent with the needs of the fund given the current climate.
01 General Fund - Restricted	95,145,246	402,106	0.4%	95,145,245	951,906	1.0%	
21 Bond Interest & Redemption	55,000,000	-	0.0%	55,000,000	-	0.0%	
41 Capital Outlay	3,614,676	-	0.0%	4,954,726	-	0.0%	
42 Measure M	800,000	-	0.0%	10,598,800	-	0.0%	
44 Measure CC	6,000,000	-	0.0%	155,521,304	2,616,983	1.7%	
59 Investment Properties	5,338,887	-	0.0%	6,696,491	-	0.0%	
68 Retiree Benefit	371,000	-	0.0%	371,000	-	0.0%	
71 OPEB Trust	1,000,000	-	0.0%	82,000	-	0.0%	
72 Child Development	5,236,304	-	0.0%	5,236,304	103,000	2.0%	
73 Student Body Center Fee	397,309	-	0.0%	397,309	3,500	0.9%	
74 KVCR	7,681,012	-	0.0%	7,490,706	15,676	0.2%	
77 PARS Trust	5,400,000	-	0.0%	4,002,000	-	0.0%	
78 Self Insurance-Liability	1,200,000	-	0.0%	1,200,000	-	0.0%	
79 Inland Futures Foundation	1,483,453	-	0.0%	1,483,453	-	0.0%	
84 Workers Compensation	2,444,920	-	0.0%	2,986,865	1,324,713	44.4%	Purchase order covering the entire year is created early in the tear.
Total (All Funds)	333,519,156	1,355,965	0.4%	496,180,284	7,783,495	1.6%	

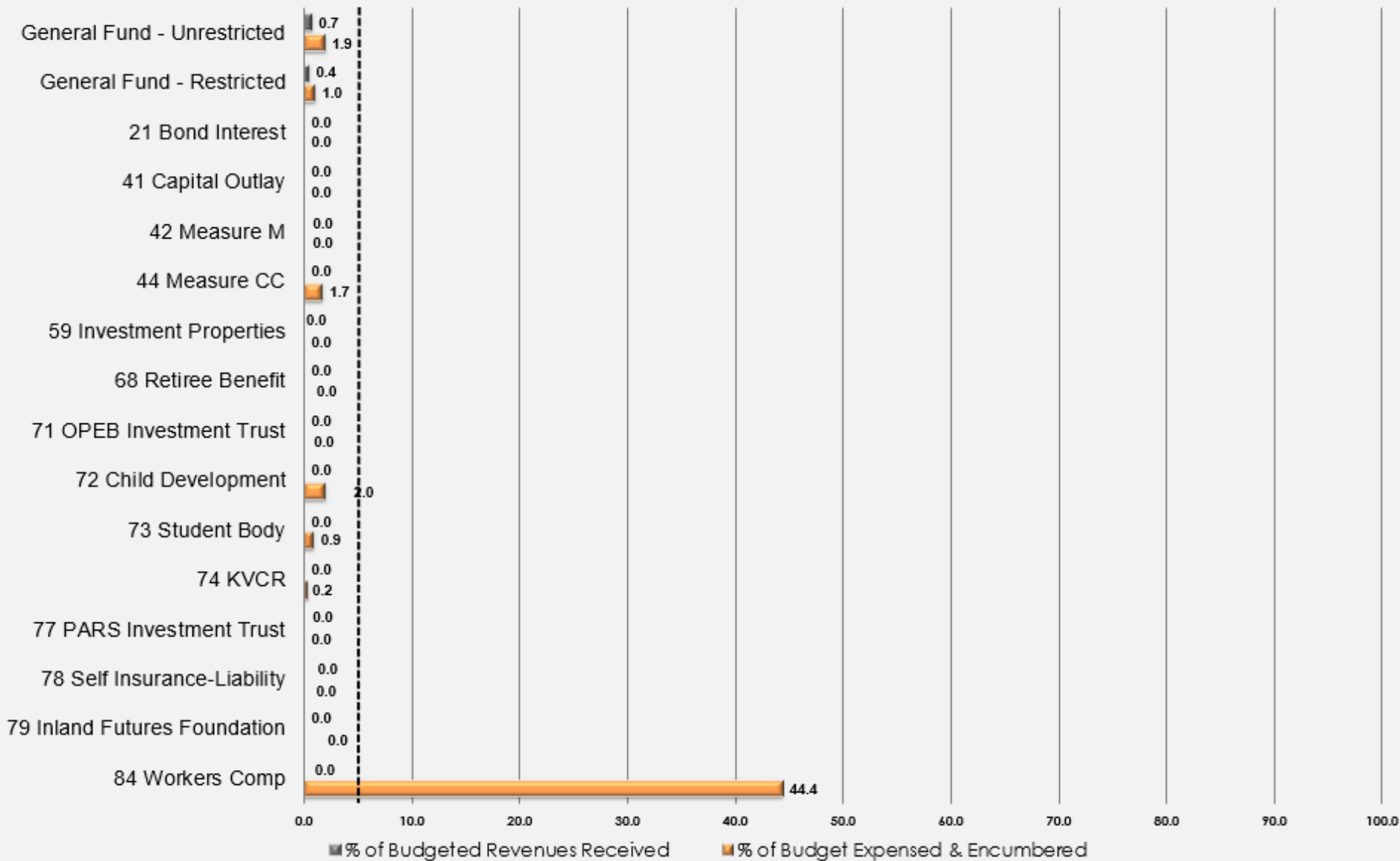


Budget Revenue & Expenditure Summary

Year to Date 07/17/24

[v.7.18.2024.p.2]2

Fiscal Year Elapsed - 4.7%



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Dr. Diana Z. Rodriguez, Chancellor
REVIEWED BY: Dr. Nohemy Ornelas, VC of Education and Student Support Services
PREPARED BY: Dr. Christopher M. Crew, Executive Director, Research & Planning
DATE: August 8, 2024
SUBJECT: CCFS-320 Apportionment Attendance Report for FY 2024 Period 3

RECOMMENDATION

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

OVERVIEW

Analysis of SBCCD’s CCFS-320 Apportionment Attendance Report for FY 2024.

ANALYSIS

The CCFS-320 Apportionment Attendance Report for FY24, Period 3, has been submitted to the State Chancellor’s Office. SBCCD exceeded the FY24 target of 13,457 FTES. The CCCCCO SCFF Hold Harmless adjustment ensures funding at 14,700 FTES for FY24.

Please note, all FTES have been rounded to the nearest whole number.

	Fiscal Year 2024 Target	P3 Fiscal Year 2024 Reported	P3 Fiscal Year 2023 Reported	# Change P3 FY24 vs. FY23	% Change P3 FY24 vs. FY23
CHC	4,029	4,160	3,906	+254	6.50%
SBVC	9,428	10,003	9,034	+969	10.73%
SBCCD Total	13,457	14,163	12,940	+1,223	9.45%

INSTITUTIONAL VALUES

- 4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

This report will be used to make strategic decisions related to enrollment management, budgeting, multi-year forecasting, and other goal-setting processes.



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Dr. Diana Z. Rodriguez, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Farrah Farzaneh, Executive Director, Facilities Planning, Construction, & Sustainability
DATE: August 8, 2024
SUBJECT: Construction Change Orders and Amendments – 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. 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 %
\$290,630,626	\$3,992,608	1.37

SBCCD GOALS

- 4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The costs of these change orders will be included in the appropriate construction budget.





**SBCCD
CONSTRUCTION CHANGE ORDER SUMMARY**

Campus	Contract Amount	Change Orders	New Contract Amount	Change Order % of Program Contracts
CC01-1000 : San Bernardino Valley College	\$170,684,101.80	\$3,660,895.63	\$174,344,997.43	2.14%
CC02-2000 : Crafton Hills College	\$119,760,024.27	\$326,900.74	\$120,086,925.01	0.27%
CC03-3000 : San Bernardino Community College District Wide	\$186,500.17	\$4,812.02	\$191,312.19	2.58%
TOTAL FOR CHANGE ORDERS	\$290,630,626.24	\$3,992,608.39	\$294,623,234.63	1.37%



SBCCD
CONSTRUCTION CHANGE ORDER SUMMARY
CC01-1000 : San Bernardino Valley College

CC01-1000 : San Bernardino Valley College

Projects	Contract Amount	Change Orders	New Contract Amount	Change Order % of Campus Contracts
CC01-3601 : Technical Building Replacement (DBB)	\$69,832,624.00	\$2,824,923.30	\$72,657,547.30	4.05%
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)	\$4,870,412.92	\$0	\$4,870,412.92	-
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	\$13,346,831.88	\$478,222.33	\$13,825,054.21	3.58%
CC01-1000 : San Bernardino Valley College Total	\$170,684,101.80	\$3,660,895.63	\$174,344,997.43	2.14%

CC01-1000 : San Bernardino Valley College - Executed Change Orders To Date

Project	Contract	Change Order	Construction Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0035	\$69,832,624.00	\$135,476.00	0.19%	4.05%	17-Jun-24	08-Aug-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0034	\$69,832,624.00	\$142,510.00	0.20%	3.85%	17-Jun-24	08-Aug-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0033	\$69,832,624.00	\$116,837.00	0.17%	3.65%	17-Jun-24	08-Aug-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0032	\$69,832,624.00	-\$750,000.00	-1.07%	3.48%	17-Jun-24	08-Aug-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0031	\$69,832,624.00	\$164,251.00	0.24%	4.55%	17-Jun-24	08-Aug-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0030	\$69,832,624.00	\$117,058.00	0.17%	4.32%	17-Jun-24	08-Aug-24
CC01-3605: Softball Field	Los Angeles Engineering, Inc.	Los Angeles Engineering, Inc. - Changer Order #0004	\$4,100,000.00	\$88,153.86	2.15%	5.00%	05-Jun-24	08-Aug-24
CC01-3605: Softball Field	Los Angeles Engineering, Inc.	Los Angeles Engineering, Inc. - Changer Order #0001	\$4,100,000.00	\$3,724.63	0.09%	0.09%	22-Apr-24	13-Jun-24
CC01-3605: Softball Field	Los Angeles Engineering, Inc.	Los Angeles Engineering, Inc. - Changer Order #0002	\$4,100,000.00	\$9,566.00	0.23%	0.32%	22-Apr-24	13-Jun-24
CC01-3605: Softball Field	Los Angeles Engineering, Inc.	Los Angeles Engineering, Inc. - Changer Order #0003	\$4,100,000.00	\$103,355.51	2.52%	2.85%	24-Apr-24	13-Jun-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0021	\$69,832,624.00	\$240,451.00	0.34%	2.69%	22-Apr-24	13-Jun-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0022	\$69,832,624.00	\$96,489.00	0.14%	2.83%	22-Apr-24	13-Jun-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0023	\$69,832,624.00	\$64,578.00	0.09%	2.92%	22-Apr-24	13-Jun-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0024	\$69,832,624.00	\$134,574.00	0.19%	3.11%	22-Apr-24	13-Jun-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0025	\$69,832,624.00	\$53,228.00	0.08%	3.19%	22-Apr-24	13-Jun-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0026	\$69,832,624.00	\$101,824.00	0.15%	3.33%	26-Apr-24	13-Jun-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0027	\$69,832,624.00	\$195,944.00	0.28%	3.61%	29-Apr-24	13-Jun-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0028	\$69,832,624.00	\$190,385.00	0.27%	3.89%	02-May-24	13-Jun-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0029	\$69,832,624.00	\$184,999.00	0.26%	4.15%	02-May-24	13-Jun-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0021	\$7,582,685.00	\$85,213.00	1.12%	4.56%	08-Mar-24	09-May-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0022	\$7,582,685.00	\$76,530.00	1.01%	3.44%	08-Mar-24	09-May-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0016	\$69,832,624.00	\$73,794.00	0.11%	2.34%	26-Mar-24	09-May-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0017	\$69,832,624.00	\$135,599.00	0.19%	2.24%	26-Mar-24	09-May-24

Project	Contract	Change Order	Construction Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0018	\$69,832,624.00	\$42,261.00	0.06%	2.04%	26-Mar-24	09-May-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0019	\$69,832,624.00	\$179,468.00	0.26%	1.98%	26-Mar-24	09-May-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0020	\$69,832,624.00	\$87,972.00	0.13%	1.73%	26-Mar-24	09-May-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0008	\$1,866,000.00	-\$29,607.16	-1.59%	1.82%	13-Feb-24	11-Apr-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0010	\$1,866,000.00	\$17,872.49	0.96%	2.78%	13-Feb-24	11-Apr-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0009	\$1,866,000.00	\$40,734.50	2.18%	4.96%	14-Feb-24	11-Apr-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	JT Construction Group, Inc. Campus-Wide Infrastructure SBVC (DBB)	JT Construction Group, Inc. Change Order #0001	\$828,444.88	-\$17,661.75	-2.13%	-2.13%	08-Feb-24	11-Apr-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	JT Construction Group, Inc. Campus-Wide Infrastructure SBVC (DBB)	JT Construction Group, Inc. Change Order #0002	\$828,444.88	-\$50,000.00	-6.04%	-8.17%	08-Feb-24	11-Apr-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0018	\$7,582,683.00	\$173,322.00	2.29%	4.30%	14-Feb-24	11-Apr-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0019	\$7,582,684.00	-\$270,000.00	-3.56%	0.74%	24-Feb-24	11-Apr-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0020	\$7,582,685.00	\$127,661.00	1.68%	2.43%	26-Feb-24	11-Apr-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0012	\$7,582,683.00	-\$240,000.00	-3.17%	0.54%	16-Jan-24	14-Mar-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0013	\$7,582,683.00	\$133,348.00	1.76%	2.30%	16-Jan-24	14-Mar-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0014	\$7,582,683.00	\$151,147.00	1.99%	4.29%	16-Jan-24	14-Mar-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0015	\$7,582,683.00	\$16,013.00	0.21%	4.50%	16-Jan-24	14-Mar-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0016	\$7,582,683.00	-\$240,000.00	-3.17%	1.34%	16-Jan-24	14-Mar-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0017	\$7,582,683.00	\$51,602.00	0.68%	2.02%	02-Feb-24	14-Mar-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	AC Pros, Inc. SBVC Campus-Wide Infrastructure (DBB)	AC Pros, Inc. - Change Order #0002	\$726,720.00	\$4,804.79	0.66%	2.15%	16-Jan-24	14-Mar-24
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0015	\$69,832,624.00	\$11,116.00	0.02%	1.60%	22-Jan-24	14-Mar-24
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0011	\$7,582,683.00	\$32,156.00	0.42%	3.70%	04-Oct-23	09-Nov-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0010	\$7,582,683.00	\$13,545.00	0.18%	3.28%	04-Oct-23	09-Nov-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0009	\$7,582,683.00	\$4,769.00	0.06%	3.10%	02-Oct-23	09-Nov-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0008	\$7,582,683.00	\$104,731.00	1.38%	3.04%	02-Oct-23	09-Nov-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0014	\$69,832,624.00	\$68,433.00	0.10%	1.58%	26-Sep-23	09-Nov-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0013	\$69,832,624.00	\$23,274.00	0.03%	1.49%	14-Sep-23	09-Nov-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0007	\$7,582,683.00	\$14,816.00	0.20%	1.66%	21-Aug-23	19-Oct-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0006	\$7,582,683.00	\$4,500.00	0.06%	1.46%	21-Aug-23	19-Oct-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0005	\$7,582,683.00	\$15,554.00	0.21%	1.40%	21-Aug-23	19-Oct-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0004	\$7,582,683.00	\$21,125.00	0.28%	1.20%	21-Aug-23	19-Oct-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0003	\$7,582,683.00	\$35,998.00	0.47%	0.92%	21-Aug-23	19-Oct-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Allison Mechanical, Inc. SBVC Old Central Plant Re-Purpose	Allison Mechanical, Inc. Change Order #0003	\$495,230.00	\$5,053.27	1.02%	8.36%	03-Aug-23	14-Sep-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	AC Pros, Inc. SBVC Campus-Wide Infrastructure (DBB)	AC Pros, Inc. - Change Order #0001	\$726,720.00	\$10,804.55	1.49%	1.49%	14-Jul-23	14-Sep-23

Project	Contract	Change Order	Construction Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0009	\$69,832,624.00	\$26,423.30	0.04%	1.45%	10-Jul-23	14-Sep-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0010	\$69,832,624.00	\$6,652.00	0.01%	1.45%	10-Jul-23	14-Sep-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0011	\$69,832,624.00	\$157,659.00	0.23%	1.45%	10-Jul-23	14-Sep-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0012	\$69,832,624.00	\$66,031.00	0.09%	1.45%	10-Jul-23	14-Sep-23
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 Old Central Plant Re-Purpose	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%	24-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%	1.00%	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
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Neff Construction, Inc.	Neff Construction - Change Order	\$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
CC01-3610 : 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
CC01-1000 : San Bernardino Valley College - Executed Change Orders To Date				\$3,865,695.63				

* Chancellor concurrence received due to the single and/or cumulative change order percent being greater than 5% but less than 10%

Project	Contract	Change Order	Construction Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
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** 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 AMENDMENT SUMMARY
CC01-1000 : San Bernardino Valley College

CC01-1000 : San Bernardino Valley College

CC01-1000 : San Bernardino Valley College - Contract Amendments

Project	Contract	Amendment	Original Contract Amount	Previous Amendments Cumulative Total	This Amendment Amount	Guaranteed Maximum Price Contract Amount	Executed Date	Board Date
CC01-3606 : Student Services Building (New Construction)	McCarthy DB Agreement	Amendment #02 - Swing Space - Preconstruction & Design Services	\$79,028,832.00	\$190,000.00	\$760,481.00	\$79,979,313.00	13-Nov-23	09-Nov-23
CC01-3606 : Student Services Building (New Construction)	McCarthy DB Agreement	Amendment #01 - Design/Preconstruction Time Extension	\$79,028,832.00	\$0	\$190,000.00	\$79,218,832.00	13-Nov-23	09-Nov-23
CC01-3608 : Career Pathways Phase 2 (PDB)	Sundt Construction Inc.	Amendment #04 - Credit for Termination for Convenience	\$65,436,634.00	\$147,974.00	-\$60,714,195.08	\$4,870,412.92	13-Jul-23	14-Sep-23
CC01-3608 : Career Pathways Phase 2 (PDB)	Sundt Construction Inc.	Amendment #03 - Design / Preconstruction Time Extension	\$65,436,634.00	\$70,000.00	\$77,974.00	\$65,584,608.00	13-Jul-23	14-Sep-23
CC01-3608 : Career Pathways Phase 2 (PDB)	Sundt Construction Inc.	Amendment #02 - Programming Scope & Time	\$65,436,634.00	\$0	\$70,000.00	\$65,506,634.00	04-Mar-22	14-Sep-23
CC01-3608 : Career Pathways Phase 2 (PDB)	Sundt Construction Inc.	Amendment #01 - Insurance Language	\$65,436,634.00	\$0	\$0	\$65,436,634.00	10-Jan-22	12-May-22



SBCCD
CONSTRUCTION CHANGE ORDER SUMMARY
CC02-2000 : Crafton Hills College

CC02-2000 : Crafton Hills College

Projects	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)	\$8,501,117.00	-\$30,976.59	\$8,470,140.41	-0.36%
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	\$11,923,533.09	\$158,048.63	\$12,081,581.72	1.33%
CC02-3631 : Instructional Building (New Construction)	\$40,648,641.00	\$0	\$40,648,641.00	-
CC02-3633 : Central Complex 2 Renovation (PDB)	\$9,509,146.00	\$0	\$9,509,146.00	-
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	-
CC02-2000 : Crafton Hills College Total	\$119,760,024.27	\$326,900.74	\$120,086,925.01	0.27%

CC02-2000 : Crafton Hills College - Executed Change Orders To Date

Project	Contract	Change Order	Construction Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
CC02-3635 : New Performing Arts Center (DB)	Bernards Bros.	Bernards Bros - Change Order #002	\$45,899,000.00	\$86,215.00	0.19%	0.43%	20-Jun-24	08-Aug-24
CC02-3635 : New Performing Arts Center (DB)	Bernards Bros.	Bernards Bros - Change Order #001	\$45,899,000.00	\$110,591.00	0.24%	0.24%	11-Jun-24	08-Aug-24
CC02-3625 : Public Safety Training Center (DB)	Erickson-Hall Construction Co.	Erickson-Hall - Change Order #02	\$8,501,117.00	-\$20,698.59	-0.24%	-0.36%	13-May-24	11-Jul-24
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	J. A. Urban, Inc. - CHC CWI Campus Accessibility and Site Improvements - Phase 2	J. A. Urban, Inc.	\$1,002,371.50	\$45,509.35	4.54%	4.54%	13-Mar-24	09-May-24
CC02-3625 : Public Safety Training Center (DB)	Erickson-Hall Construction Co.	Erickson-Hall - Change Order #01	\$8,501,117.00	-\$10,278.00	-0.12%	-0.12%	12-Oct-23	11-Jan-24
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Elljay Acoustics, Inc. Construction Agreement - CHC CWI CCR Multi-Purpose Room Acoustics Improvements	Elljay Acoustics - Change Order #02	\$58,950.00	\$2,210.25	3.74%	4.99%	03-Oct-23	09-Nov-23
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Elljay Acoustics, Inc. Construction Agreement - CHC CWI CCR Multi-Purpose Room Acoustics Improvements	Elljay Acoustics - Change Order #01	\$58,950.00	\$736.75	1.25%	1.25%	03-Oct-23	09-Nov-23
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%	1.25%	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 #02	\$835,134.45	\$850.00	0.10%	1.25%	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

Project	Contract	Change Order	Construction 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)	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

Project	Contract	Change Order	Construction Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
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 Excavation - 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
CC02-2000 : Crafton Hills College - Executed Change Orders To Date				\$523,706.74				

* 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 Change Order Summary for Board Approval:Campus

CC02-2000 : Crafton Hills College

NOTE: Contract Grouping of "Construction Services" ONLY (CS).

NOTE: Change Order values ONLY include those in a workflow state of "Executed".

Generated On:Wed, 8-Mar-23 9:04 AM

Generated By: AECOM - SBCCD MEASURE CC TEAM (SELENA CHOW)



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	Guaranteed Maximum Price Contract Amount	Executed Date	Board Date
CC02-3633 : Central Complex 2 Renovation (DB)	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	17-Jul-23	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	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
CC02-3625 : Public Safety Training Center (DB)	Erickson-Hall Construction Co.	Amendment #01 - Contract Updates	\$6,781,795.00	\$0	\$2,095,578.00	\$8,877,373.00	21-Jan-22	13-Jan-22



SBCCD
CONSTRUCTION CHANGE ORDER SUMMARY
CC03-3000 : San Bernardino Community College District Wide

CC03-3000 : San Bernardino Community College District				
Projects	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%
CC03-3000 : San Bernardino Community College	\$186,500.17	\$4,812.02	\$191,312.19	2.58%

CC03-3000 : San Bernardino Community College District Wide - Executed Change Orders To Date									
Child Development Center Ref	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	
CC03-3000 : San Bernardino Community College District Wide - Executed Change Orders To Date				\$4,812.02					

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Steven J. Sutorus, Executive Director, Business & Fiscal Services

DATE: August 8, 2024

SUBJECT: Contracts Below \$114,500

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 expense contract requests below this limit, including income contracts, 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 \$114,500. Construction services are not included in this board item.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The attached purchase and/or contract requests have been budgeted for via purchase orders.



Routine, Cancelled and Income Contracts

Board Date 08/08/2024

1 of 2

Control #	Vendor	Contract Type	Site	Department	Expense	Income	Amendment
30000	Economic Modeling LLC	Software	DSO	TESS	\$29,700.00		
30001	Hyland Software Inc	Software	DSO	TESS	\$90,973.74		
30002	Instructure Inc	Software	DSO	TESS	\$13,594.56		
30003	Instructure Inc	Services	DSO	TESS	\$13,860.00		
30004	Instructure Inc	Services	DSO	TESS	\$33,275.00		
30005	Foundation for California Community Colleges	Software	DSO	TESS	\$87,736.60		
30006	Pierside Investigations	Services	DSO	HR	\$40,000.00		
30007	RCS Investigations	Services	DSO	HR	\$90,000.00		
30008	Inland Empire Health Plan	Income - Services	KVCR	KVCR		\$220,000.00	
30009	Sanborn, Kokotah	License Agreement	KVCR	KVCR	No Cost	\$0.00	

Routine, Cancelled and Income Contracts

Board Date 08/08/2024

2 of 2

Control #	Vendor	Contract Type	Site	Department	Expense	Income	Amendment
30010	Esperanza Stella Standing Bear	License Agreement	KVCR	KVCR	No Cost	\$0.00	
30011	Aument, Madison	On Demand Services	KVCR	KVCR	\$35,400.00		
30012	San Bernardino, County of - Dept of Public Health	Services	SBVC	Student Svcs		No Charge	
30013	A & A Copy Machines, Inc. DBA Pioneer Copy Machines, Co	Maintenance Agreement	ATPC	ATPC	\$12,110.00		
26694	Hanover Research Council LLC	Amendment 01	SBCCD	ED&SSS	\$53,550.00		Term extension
26293	Foundation for California Community Colleges	Amendment 01	SBVC	CTE		No Charge	Update language
30016	CCC Chancellor Office	Income -Grant	SBVC	EOPS		\$50,398.00	
30016	CCC Chancellor Office	Income - Amendment 01	SBVC	EOPS		\$60,398.00	\$ 10,000.00
30018	Riverside University Health System - Behavioral Health	Clinical Site Agreement	SBVC	Human Svcs		No Charge	
30019	SEIU Local 2015	Income - Facilities Use	SBCCD	Facilities		\$1,764.32	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Angel Rodriguez, Associate Vice Chancellor, Government Relations & Strategic Communications

PREPARED BY: Tammy Mathis, District Director of Grants

DATE: August 8, 2024

SUBJECT: Districtwide Grant Submissions Awaiting Award

RECOMMENDATION

This item is for information only.

OVERVIEW

Between November 1, 2023 and July 1, 2024 the San Bernardino Community College District (SBCCD), in collaboration with the Economic Development & Corporate Training Center, Crafton Hills College, San Bernardino Valley College, and KVCR, has actively pursued multiple grants to advance our educational mission towards student success.

By securing external funding through these grant applications, SBCCD is committed to ensuring fiscal sustainability while providing vital resources to support the implementation of SBCCD's 2022-2027 strategic plan and the colleges' master plans.

ANALYSIS

- **Grant Application Period:** 28 applications submitted districtwide from November 15, 2023, to July 1, 2024.
- **Total Grant Funding Applied:** \$18,466,868 collectively applied for by SBCCD, EDCT, CHC, SBVC, and KVCR.
- **Grants Awarded:** grants awarded, totaling \$11,222,952
- **Grants Awaiting Awards:** 6 grants pending for a total of \$3,962,456
- **Thank You to Funding Partners:**
 - State of California/California Volunteers: \$1,657,320
 - IE Regional K-16 Educational Collaborative: \$1,800,000 (2 Grants)
 - CA Community College Chancellor's Office: \$1,041,609 (3 Grants)
 - California Endowment: \$25,000
 - Fred Rogers Productions: \$10,000
 - CA Economic Development Department \$1,840,500
 - CDFA Industry of Farm to Fork: 2,468
 - Federal Aviation Administration: 498,555



- Latino Media Collaborative \$10,000
- San Manuel Band of Mission Indians: \$3,700,000 (2 Grants)
- Foundation for California Community Colleges: \$5,000
- California Space Grant Consortium: \$25,000
- California Department of Healthcare Assess and Information: \$810,000

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

If awarded, these grants would provide a significant financial influx into the district.



Date: August 8, 2024
To: SBCCD Board of Directors
RE: Grant Updates

Executive Summary:

- A total of \$18,466,868 in grant funding has been collectively applied for by SBCCD, EDCT, CHC, SBVC, and KVCR.
- \$11,222,952 in grant funding has been received.
- 28 grant applications have been submitted districtwide in fiscal year 2023/24.
- 6 grants are pending award for a total of \$3,962,456
- These grants align with SBCCD's strategic directions and college educational master plans.
- Final outcomes are pending, and updates will be provided as they become available.

National Endowment for the Humanities Grant (NEH)

Purpose: This grant is for the development of a script and short teaser of a documentary entitled "Lopez vs Seccombe." This documentary tells the story of San Bernardino and how the Mexican community began a civil rights movement to desegregate public and recreational spaces.

- **Grantor:** California Endowment
- **Application Amount:** \$75,000
- **Lead Entity** – KVCR
- **Application Submitted** – January 7, 2024
- **Application Status** – Waiting on Announcement

Alignment with Educational Master Plans:

- ✓ **CHC Strategic Direction 1:** Increase Student Enrollment

- **Supporting Action 3:** Focus outreach on disproportionately impacted groups and special populations.
- **Supporting Action 3:** Increase the number of Black/African American and Hispanic/Latinx courses and programs.
- ✓ **CHC Strategic Direction 5:** Foster and support inquiry, accountability, and campus sustainability.
 - **Supporting Action 4:** Increase the number of grant applications to support CHC programs.
- ✓ **SBVC Strategic Direction 1:** Create a college-going culture through intentional community outreach and clear communications pathways.
 - **Supporting Action 2:** Create targeted outreach campaigns that consider specific audiences and demographics.
- ✓ **SBVC Strategic Direction 6:** Create and sustain a sense of belonging for all college and community stakeholders.
 - **Supporting Action 1:** Strengthen a culture of inclusion.

Wildfire Prevention Program

Purpose: The Wildfire Prevention Program Grant is a re-submitted proposal for the Defensible Space curriculum through EDCT, with KVCR providing advertising/publicity for the program.

- **Grantor:** CAL FIRE
- **Application Amount:** \$668,054
- **Lead Entity –** EDCT
- **Application Submitted –** January 10, 2024
- **Application Status –** Waiting on Announcement

Alignment with Educational Master Plans:

- ✓ **CHC Strategic Direction 4:** Develop a campus culture that engages students, employees, and the broader community.
 - **Supporting Action 4.1:** Strengthen and promote partnerships with the Community. Develop career partnerships with local businesses for student employment opportunities.
- ✓ **CHC Strategic Direction 5:** Foster and support inquiry, accountability, and campus sustainability.
 - **Supporting Action 5.4:** Develop alternative revenue streams. Increase the number of grant applications to support CHC programs.
- ✓ **SBVC Strategic Direction 7:** Connect students to regional and community opportunities.
 - **Supporting Action 1:** Increase industry/non-industry internships for students.
- ✓ **SBVC Strategic Direction 8:** Ensure sustainability through fiscal accountability
 - **Supporting Action 4:** Demonstrate responsiveness to community needs with regard to certificates, degrees, and programs.

Powering Climate and Infrastructure Careers Grant

Purpose: The Powering Climate & Infrastructure Careers Challenge, an initiative of the Families and Workers Fund, is designed to support the state and local agencies, education and training providers, communities and small businesses working within infrastructure and clean energy industries. This grant is designed to provide good jobs for those who have been previously locked out of these powerful emerging industries.

- **Grantor:** Families and Workers Fund
- **Funding Period:** 1 to 3 years
- **Lead Entity:** EDCT
- **Amount per Application:** \$1.5 Million
- **Application Submitted:** January 19, 2024
- **Application Status:** Waiting on Announcement

Alignment with Educational Master Plans:

- ✓ **CHC Strategic Direction 4:** Develop a campus culture that engages students, employees, and the broader community.
 - **Supporting Action 4.1:** Strengthen and promote partnerships with the Community. Develop career partnerships with local businesses for student employment opportunities.
- ✓ **CHC Strategic Direction 5:** Foster and support inquiry, accountability, and campus sustainability.
 - **Supporting Action 5.4:** Develop alternative revenue streams. Increase the number of grant applications to support CHC programs.
- ✓ **SBVC Strategic Direction 2:** Innovate curriculum and course offerings to support student equity and completion.
 - **Supporting Action 2:** Continue to implement culturally responsive pedagogies.
- ✓ **SBVC Strategic Direction 8:** Ensure sustainability through fiscal accountability
- **Supporting Action 4:** Demonstrate responsiveness to community needs with regard to certificates, degrees, and programs.

IECF Grant – Production of Black Voices

Purpose:

This grant was written to support African American artists in the media industry, providing them with the resources and support needed to explore stories relative to cultural influence.

- **Grantor:** Inland Empire Community Foundation
- **Application Amount:** \$20,000
- **Lead Entity –** KVCR
- **Application Submitted –** March 30, 2024
- **Application Status –** Waiting on Announcement

Alignment with Educational Master Plans:

- ✓ **CHC Strategic Direction 1:** Increase Student Enrollment
-

- **Supporting Action 3:** Focus outreach on disproportionately impacted groups and special populations.
- **Supporting Action 3:** Increase the number of Black/African American and Hispanic/Latinx courses and programs.
- ✓ **CHC Strategic Direction 5:** Foster and support inquiry, accountability, and campus sustainability.
 - **Supporting Action 4:** Increase the number of grant applications to support CHC programs.
- ✓ **SBVC Strategic Direction 1:** Create a college-going culture through intentional community outreach and clear communications pathways.
 - **Supporting Action 2:** Create targeted outreach campaigns that consider specific audiences and demographics.
- ✓ **SBVC Strategic Direction 6:** Create and sustain a sense of belonging for all college and community stakeholders.
 - **Supporting Action 1:** Strengthen a culture of inclusion.

Extreme Heat and Community Resilience Program – Sm. Implementation

Purpose:

This grant was written to provide heat relief to San Bernardino Valley College through the addition of shaded cooling areas near the campus center with a pagoda, table, trees and benches with charging stations as well as hydration station water-bottle refilling areas throughout campus.

- **Grantor:** Governors Office of Planning and Research
- **Application Amount:** \$449,400
- **Lead Entity –** SBCCD
- **Application Submitted –** May 7, 2024
- **Application Status –** Waiting on Announcement

Alignment with Educational Master Plans:

- ✓ **CHC Strategic Direction 1:** Increase Student Enrollment
 - **Supporting Action 3:** Focus outreach on disproportionately impacted groups and special populations.
 - **Supporting Action 3:** Increase the number of Black/African American and Hispanic/Latinx courses and programs.
- ✓ **CHC Strategic Direction 5:** Foster and support inquiry, accountability, and campus sustainability.
 - **Supporting Action 4:** Increase the number of grant applications to support CHC programs.
- ✓ **SBVC Strategic Direction 1:** Create a college-going culture through intentional community outreach and clear communications pathways.
 - **Supporting Action 2:** Create targeted outreach campaigns that consider specific audiences and demographics.
- ✓ **SBVC Strategic Direction 6:** Create and sustain a sense of belonging for all college and community stakeholders.

- **Supporting Action 1:** Strengthen a culture of inclusion.

Urban and Community Forestry Program (IRA Funds)

Purpose:

This grant is to establish an Urban and Community Forestry Program with curriculum being developed through Crafton Hills College and additional partnerships with the TreePeople and USGBC.

- **Grantor:** Cal Fire
- **Application Amount:** \$1,371,948
- **Lead Entity –** SBCCD
- **Application Submitted –** May 30, 2024
- **Application Status –** Waiting on Announcement

Alignment with Educational Master Plans:

- ✓ **CHC Strategic Direction 4:** Develop a campus culture that engages students, employees, and the broader community.
 - **Supporting Action 4.1:** Strengthen and promote partnerships with the Community. Develop career partnerships with local businesses for student employment opportunities.
 - ✓ **CHC Strategic Direction 5:** Foster and support inquiry, accountability, and campus sustainability.
 - **Supporting Action 5.4:** Develop alternative revenue streams. Increase the number of grant applications to support CHC programs.
 - ✓ **SBVC Strategic Direction 2:** Innovate curriculum and course offerings to support student equity and completion.
 - **Supporting Action 2:** Continue to implement culturally responsive pedagogies.
 - ✓ **SBVC Strategic Direction 8:** Ensure sustainability through fiscal accountability
 - **Supporting Action 4:** Demonstrate responsiveness to community needs with regard to certificates, degrees, and programs.
-

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Steve J. Sutorus, Executive Director, Business & Fiscal Services

DATE: August 8, 2024

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, 2024, decreased \$14,579,402 to \$82,796,399 from the previous estimate of \$97,375,801. The cash balance decreased primarily due to the timing of receipt of state revenues at year-end compared to the previously projected amount.

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 2023-2024

(as of July 16, 2024, 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	98,142	96,784	89,080	91,724	88,506	86,084	103,364	99,705	96,637	95,411	100,018	100,396		
Receipts														
Federal		10	3,570	250	90	38	175	641	116	-4	66	143		5,096
State	12,435	7,457	13,524	12,877	4,623	10,580	8,058	58,618	16,844	10,084	9,227	4,393		168,719
Local	5,769	63	3,435	2,112	3,306	22,251	5,430	2,567	-2,526	12,065	9,796	-5,348		58,921
Interfund Transfer & Sale of Assets					4,292	1		3,219			211	2,158		9,881
Accounts Receivable/Accruals	-2,867	1,264	-509	64	1,006	-3	-685	671	-65	-154	-505	659		-1,124
Total Receipts	15,337	8,793	20,020	15,303	13,316	32,867	12,977	65,716	14,370	21,991	18,795	2,005		241,492
Disbursements														
Academic Salaries	27	2,845	4,684	5,137	5,432	5,346	5,293	4,593	5,276	5,330	5,392	9,556		58,911
Classified Salaries	2,895	3,390	3,421	3,532	3,723	3,745	3,576	3,452	3,742	4,621	3,917	4,467		44,478
Benefits	1,507	2,533	646	3,114	3,105	3,090	3,193	3,037	2,113	3,545	3,270	4,547		33,703
Supplies & Materials	226	51	169	148	206	135	166	149	193	560	335	450		2,788
Other Operating Exp	2,612	1,493	2,235	1,831	1,779	1,640	2,337	2,479	2,810	1,479	1,764	4,506		26,964
Capital Outlay	1,480	-1,151	379	140	424	650	634	249	631	794	2,025	1,123		7,377
Other Outgo	2,443	-260	3,493	5,982	1,267	1,031	1,469	2,176	879	991	1,730	1,184		22,386
Longterm Post-Employment Benefits	-5	-8	-8	-8	8	-8	-8	17	-8	-8	31	5		1
Accounts Payable/Accruals	5,512	7,604	2,358	-1,354	-207	-42	-24	52,631	-41	73	-48	-6,234		60,229
Total Disbursements	16,695	16,497	17,376	18,521	15,738	15,587	16,636	68,784	15,595	17,385	18,417	19,605		256,837
Increase / (Decrease) in Cash Balance	-1,358	-7,704	2,643	-3,218	-2,422	17,280	-3,659	-3,069	-1,225	4,606	378	-17,600		
Estimated Ending Cash Balance	96,784	89,080	91,724	88,506	86,084	103,364	99,705	96,637	95,411	100,018	100,396	82,796		

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources, Payroll, Police Services, and Health and Safety Administration

DATE: August 8, 2024

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

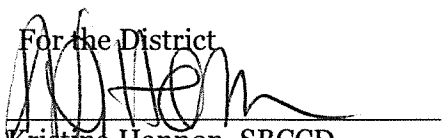
July 9, 2024

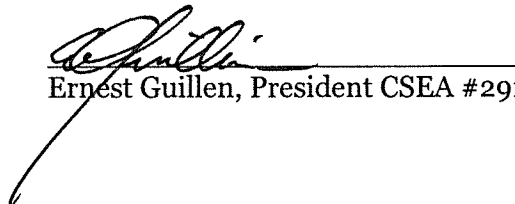
Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

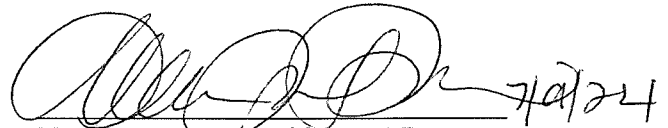
The Parties agree to approve the interim Out-of-Class assignment for Arliss Malone, Senior Payroll Technician, to the Human Resources and Payroll Analyst, District, under the following stipulations:

1. The length of the assignment will be July 10, 2024, through December 31, 2024, or until the Employee or management makes a decision to end the assignment.
2. The Employee will be compensated from the Confidential Salary Schedule at Range 19, Step C. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement.
3. The Parties agree that the Employee, while performing the Out-of-Class assignment, remains a unit member and may benefit from any and all rights and representation afforded them through affiliation with CSEA.
4. The Parties agree that the Employee will not take part in any classified employee evaluations or employee discipline proceedings during the assignment as the Human Resources and Payroll Analyst or be evaluated during this Out-of-Class service.
5. The District and the Association agree that during the Out-of-Class assignment, the Employee's seniority as Senior Payroll Technician will continue to accrue, and the Out-of-Class assignment will not be construed in any manner as a break in service.
6. This Memorandum of Understanding constitutes the full and complete Agreement regarding the Out-of-Class assignment of Arliss Malone.

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,
 Payroll & Police Services

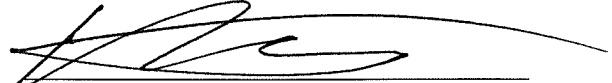
For CSEA

 Ernest Guillen, President CSEA #291



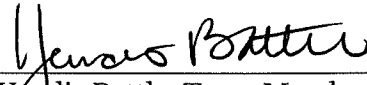
Navijana Durén, CSEA LRR
NAVJANA DUREN, CSEA LRR

Diana Vaichis

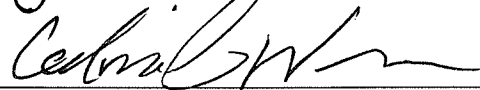
Diana Vaichis, Team Member



Kevin Limoges, Team Member



Yendis Battle, Team Member



Cedrick Wrenn, 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

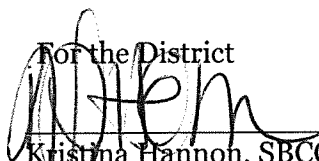
July 9, 2024

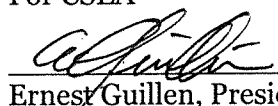
Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

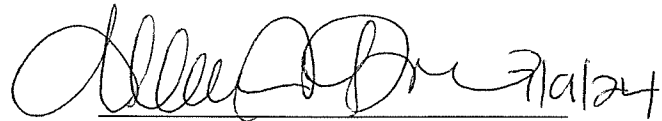
The Parties agree to approve the interim Out-of-Class assignment for Erika Menge, Administrative Coordinator, to the Campus Project Manager, District, under the following stipulations:

1. The length of the assignment will be July 10, 2024, through December 31, 2024, or until the Employee or management makes a decision to end the assignment.
2. The Employee will be compensated from the Management Salary Schedule at Range 17, Step A. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement.
3. The Parties agree that the Employee, while performing the Out-of-Class assignment, remains a unit member and may benefit from any and all rights and representation afforded them through affiliation with CSEA.
4. The Parties agree that the Employee will not take part in any classified employee evaluations or employee discipline proceedings during the assignment as the Campus Project Manager or be evaluated during this Out-of-Class service.
5. The District and the Association agree that during the Out-of-Class assignment, the Employee's seniority as Administrative Coordinator will continue to accrue, and the Out-of-Class assignment will not be construed in any manner as a break in service.
6. This Memorandum of Understanding constitutes the full and complete Agreement regarding the Out-of-Class assignment of Erika Menge.

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,
 Payroll & Police Services

For CSEA

 Ernest Guillen, President CSEA #291



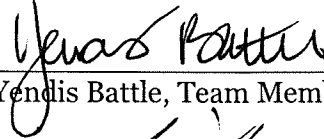
Navi Juana Duren, CSEA LRR
Navi Juana Duren, CSEA LRR

Diana Vaichis

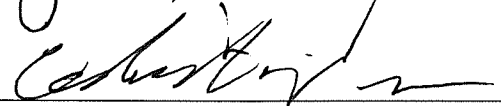
Diana Vaichis, Team Member



Kevin Limoges, Team Member



Yendis Battle, Team Member



Cedrick Wrenn, 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 9, 2024

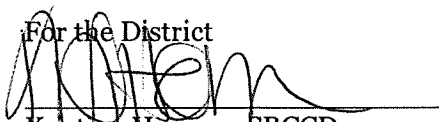
Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

The Parties agree to approve the interim Out-of-Class assignment for Richard Lopez, Lead Custodian to the Custodial Supervisor, Crafton Hills College, under the following stipulations:

1. The length of the assignment will be June 13, 2024, through August 31, 2024, or until a decision is made by the Employee or management to end the assignment.
2. The Employee will be compensated from the Management Salary Schedule at Range 8, Step A. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement.
3. The Parties agree that the Employee, while performing the Out-of-Class assignment, remains a unit member and may benefit from any and all rights and representation afforded them through affiliation with CSEA.
4. The Parties agree that the Employee will not take part in any classified employee evaluations or employee discipline proceedings during the assignment as the Custodial Supervisor or be evaluated during this Out-of-Class service.
5. Upon completion of the Out-of-Class assignment, the Employee shall return to their regular classified position as the Lead Custodian.
6. The Parties agree that during the Out-of-Class assignment, the Employee's seniority as the Lead Custodian will continue to accrue, and the Out-of-Class assignment will not be construed in any manner as a break in service.
7. This Memorandum of Understanding constitutes the full and complete Agreement regarding the Management assignment of Richard Lopez.


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

For the District

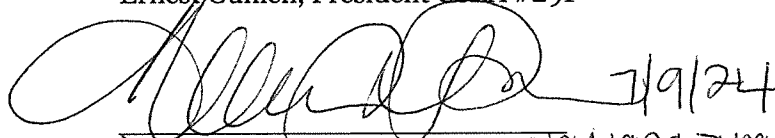


Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources,
Payroll & Police Services

For CSEA



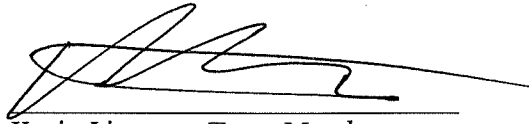
Ernest Guillen, President CSEA #291



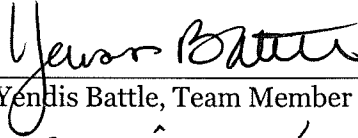
Navi Juana Duren, CSEA LRR — NAVIJuana Duren, LRR

Diana Vaichis

Diana Vaichis, Team Member



Kevin Limoges, Team Member



Yendis Battle, Team Member



Cedrick Wrenn, 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 16, 2024

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".

Schedule Change: Raina Okray, Administrative Assistant II-SBVC


In accordance with **Article 6.4 -Permanent Changes to Work Schedule**, the Parties agreed that Raina Okray's permanent work schedule would change as described below. Accordingly, the first day of the permanent schedule will be Monday, July 29, 2024.

FROM: Monday - Friday 8:00 a.m. to 5:00 p.m.

TO: Monday - Friday 7:00 a.m. to 4:00 p.m.


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,
Payroll & Police Services


For CSEA



Ernest Guillen, President CSEA #291



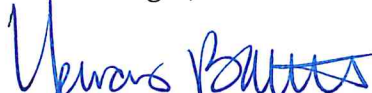
NaviJana Duren, CSEA LRR



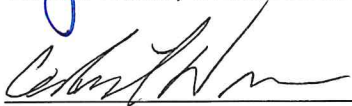
Diana Vaichis, Team Member



Kevin Limoges, Team Member



Yendis Battle, Team Member



Cedrick Wrenn, 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 16, 2024

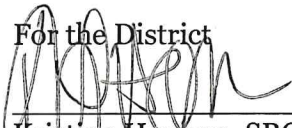
Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties."

The Parties have met in reference to the reduction in full-time equivalent ("FTE") hours for (1) one vacant Administrative Assistant II position at Crafton Hills College and agreed to the following.

1. It is agreed and understood that the District would reduce the FTE hours for (1) one vacant Administrative Assistant II position (PCN: C213302).
2. The reduction in the FTE hours is based on the department's operational needs.
3. The (1) one vacant Administrative Assistant II position will be reduced from 1.0 FTE to .475 FTE and from 40 hours per workweek to 19 hours per workweek, working 260 days per year.
4. The Parties agree that the abovementioned changes will be effective Thursday, August 1, 2024.

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,
Payroll & Police Services

For CSEA



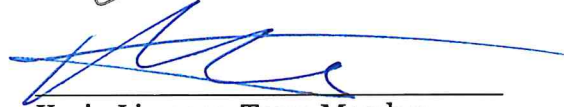
Ernest Guillen, President CSEA #291



NaviJana Duren, CSEA LRR



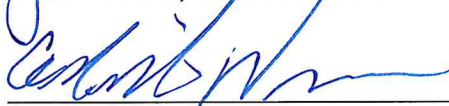
Diana Vaichis, Team Member



Kevin Limoges, Team Member



Yendis Battle, Team Member



Cedrick Wrenn, Team Member

MEMORANDUM OF UNDERSTANDING
By and Between
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July 16, 2024

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."

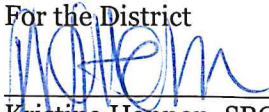
The District is conducting a reorganization of the Police Department at DSO. Accordingly, both Parties agree to, as part of the reorganization, to the following effects:

- a. **Bryan Joaquin**, College Security Officer, Range 33 Step A, 8 hours/260-day work year, will be reorganized into the classification of Campus Safety Specialist, Range 33 Step A, 8 hours/260-day work year, and administratively transferred to the Safety & Risk Management Department at DSO, effective July 29, 2024. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement. Effective July 29, 2024, the now vacant College Security position in the Police Department shall be eliminated.
- b. **Thomas Cole**, College Security Officer, Range 33 Step F, 8 hours/260-day work year, will be reorganized into the classification of Campus Safety Specialist, Range 33 Step F, 8 hours/260-day work year, and administratively transferred to the Safety & Risk Management Department at DSO, effective July 29, 2024. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement. Effective July 29, 2024, the now vacant College Security position in the Police Department shall be eliminated.
- c. **Dione Nevins**, College Security Officer, Range 33 Step F, 8 hours/260-day work year, will be reorganized into the classification of Campus Safety Specialist, Range 33 Step F, 8 hours/260-day work year, and administratively transferred to the Safety & Risk Management Department at DSO, effective July 29, 2024. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement. Effective July 29, 2024, the now vacant College Security position in the Police Department shall be eliminated.
- d. **Devyree Sellars**, College Security Officer, Range 33 Step F, 8 hours/260-day work year, will be reorganized into the classification of Campus Safety Specialist, Range 33 Step F, 8 hours/260-day work year, and administratively transferred to the Safety & Risk Management Department at DSO, effective July 29, 2024. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement. Effective July 29, 2024, the now vacant College Security position in the Police Department shall be eliminated.
- e. **Daniel Baeza**, College Security Officer, Range 33 Step F, 8 hours/260-day work year, will be reorganized into the classification of Campus Safety Specialist, Range 33 Step F, 8 hours/260-day work year, and administratively transferred to the Safety & Risk Management Department at DSO, effective July 29, 2024. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement. Effective July 29, 2024, the now vacant College Security position in the Police Department shall be eliminated.

It is further understood that this agreement is unique and shall not set a precedent 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,
Payroll & Police Services

For CSEA



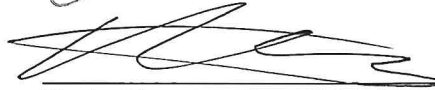
Ernest Guillen, President CSEA #291



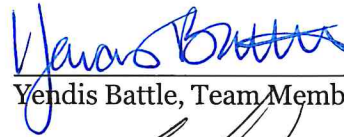
NaviJana Duren, CSEA LRR



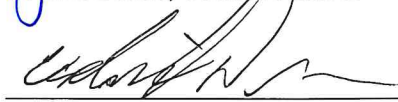
Diana Vaichis, Team Member



Kevin Limoges, Team Member



Yendis Battle, Team Member



Cedrick Wrenn, 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 16, 2024

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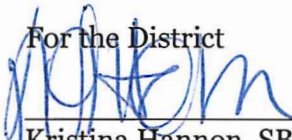
It is Hereby Agreed:

The Campus Safety Specialist classification will be added to the classified bargaining unit. This classification will be placed at Range 33 of the CSEA Salary Schedule.

The Campus Safety Specialist will be added to the 2023-2026 CSEA Collective Bargaining Agreement Article 1: Recognition, section 1.1 and Appendix "A."

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

For the District




Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources,
Payroll & Police Services


For CSEA




Ernest Guillen, President CSEA #291




NaviJana Duren, CSEA LRR



Diana Vaichis, Team Member



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Cedrick Wrenn, Team Member



Campus Safety Specialist

Classified Range: 33

Pending Board Approval: TBD P. 1|4

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

SUMMARY DESCRIPTION

Under direction of the appropriate administrator, performs a wide variety of duties related to the environmental and occupational health, emergency planning, safety and risk management programs and activities of the San Bernardino Community College District.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from appropriate supervisor; checks with supervisor regarding non-routine assignments.

REPRESENTATIVE DUTIES

The following duties are typical for this classification.

1. Supports District Administration in the implementation of a safe and prepared campus culture by assisting with safety and risk management programs at the college level.
2. Conducts evaluations and inspections to ensure compliance and identify environmental, occupational health and safety hazards; provides recommendations for corrective action.
3. Maintains required safety program records for the college and site inspections; reviews and maintains related documents and forms, such as safety plans and safety data sheets to ensure accuracy.
4. Conducts regular hazard assessments to identify potential hazards or situations that may lead to injury or incidents as outlined in the District's safety plans/programs.
5. Reports fire, sanitary, safety or security hazards on any District property; reports needed maintenance or repairs to the appropriate authority or department.
6. Checks various safety devices monthly, as such fire extinguishers, Automatic External Defibrillator (AED), etc.; provides reports on monthly inspections, including reports on maintenance or replacement as needed.
7. Conducts routine inspections of eyewash stations and deluged showers across the campus to ensure compliance with safety regulations and standards.
8. Conducts routine inquiries and follow up meetings regarding environmental and occupational health campus incidents and injuries.
9. Answers questions and provides information to students, faculty, staff, and visitors regarding campus safety policies.
10. Enters, updates, corrects, and extracts information; maintains and generates reports as needed.
11. Keeps records of the distribution and assignment of equipment and supplies, maintains inventory of department equipment and supplies, and makes purchase recommendations.



Campus Safety Specialist

Classified Range: 33

Pending Board Approval: TBD P. 2|4

12. Assists in the development and implementation of safety policies, procedures, and guidelines based on regulatory requirements and best practices.
13. Serves as a liaison between the college campuses and Safety and Risk Management Department during inspections, audits, and compliance reviews.
14. Assists in the coordination of department events; participates and represents the department at functions, meetings, and events related to the area of assignment.
15. Participates in safety committees, task forces, and working groups to address specific safety concerns and initiatives on campus.
16. Performs other duties related to the primary job duties.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

CORE COMPETENCIES:

Environmental Exposure Tolerance

- Performing under physically demanding conditions
- Accepts and endures the necessity of working in unpleasant or physically demanding conditions
- Shows established adaptation and performance under unpleasant or physically demanding conditions

Safety Focus

- Showing vigilance and care in identifying and addressing health risks and safety hazards
- Maintains high level of conscientious safety practice

General Physical Ability

- Using strength, endurance, flexibility, balance and coordination
- Applying motor and perceptual abilities requiring no specific technique, training or conditioning

Professional and Technical Expertise

- Applying technical subject matter to the job **
- Knows the rudimentary concepts of performing the essential technical operations

Adaptability

- Responding positively to change and modifying behavior as the situation requires**
- Accept and adjust to changes and the unfamiliar



Campus Safety Specialist

Classified Range: 33

Pending Board Approval: TBD P. 3|4

Innovation

- Imagining and devising new and better ways of doing things**
- Fix what is broken; find solutions and fixes with resources at hand
- Finds new approaches to performing familiar tasks
- Create and invent new ideas; envision the unexpected, unexplored, untried**

Critical Thinking

- Analytically and logically evaluates information to resolve problems
- Follow guide, SOP or other step by step procedures for locating the source of a problem and fixing it
- May detect ambiguous, incomplete, or conflicting information or instructions**

Informing

- Proactively obtaining and sharing information

Mechanical Insight

- Chooses the right tool for the job
- Applies principles of mechanical advantage to get the work done
- Follows step-by-step assembly procedures, troubleshooting guides, and simple diagrams

Customer Focus

- Attending to the needs and expectations of customer
- Seeks information about the immediate and longer term needs of the customer
- Anticipates what the customer may want or expect in a product or service
- Works across organizational boundaries to meet customer needs **

Attention to Detail

- Focusing on the details of work content
- Shows care and thoroughness in adhering to process and procedures that assure quality
- Applies knowledge and skill in recognizing and evaluating details of work**
- Applies skilled final touches on products

Using Technology

- Working with electronic hardware and software applications
- Using basic features and functions of software and hardware

Valuing Diversity

- Shows acceptance of individual differences



Campus Safety Specialist

Classified Range: 33

Pending Board Approval: TBD P. 4|4

- Welcomes input and inclusion of others who may be different from oneself
- Shows understanding and empathy for the challenges of groups seeking inclusion or dealing with perceived discrimination

***Lead, Advanced or Senior Level Positions*

Education and Experience Guidelines:

Education/Training:

- Equivalent to the completion of the high school.

Experience:

- One (1) year of experience working in either Industrial Hygiene, Occupational Safety, Risk Management, Emergency Management, Public Safety

Desired Education/Experience

- Possession of or ability to obtain CPR and First Aid certificates.
- OSHA 10 or 30-hour training for construction or general industry.

License or Certificate:

- Possession of a valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting and travel from site to site; exposure to fumes and hazardous/toxic materials.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to frequently lift, carry, push, and/or pull light to moderate amounts of weight up to 25 pounds; to occasionally lift, carry, push, and/or pull heavier amounts of weight with or without assistance; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

Hearing: Hear in the normal audio range with or without correction.

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 23, 2024

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 agree to approve the interim Out-of-Class assignment for Daniel Johnson IV, Custodian to the Custodial Supervisor, Crafton Hills College, under the following stipulations:

1. The length of the assignment will be July 29, 2024, through August 2, 2024, or until a decision is made by the Employee or management to end the assignment.
2. The Employee will be compensated from the Management Salary Schedule at Range 8, Step A. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement.
3. The Parties agree that the Employee, while performing the Out-of-Class assignment, remains a unit member and may benefit from any and all rights and representation afforded them through affiliation with CSEA.
4. The Parties agree that the Employee will not take part in any classified employee evaluations or employee discipline proceedings during the assignment as the Custodial Supervisor or be evaluated during this Out-of-Class service.
5. Upon completion of the Out-of-Class assignment, the Employee shall return to their regular classified position as the Custodian.
6. The Parties agree that during the Out-of-Class assignment, the Employee's seniority as the Custodian will continue to accrue, and the Out-of-Class assignment will not be construed in any manner as a break in service.
7. This Memorandum of Understanding constitutes the full and complete Agreement regarding the Management assignment of Daniel Johnson IV.

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

For the District

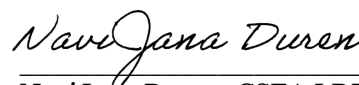


Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources,
Payroll & Police Services

For CSEA



Ernest Guillen, President CSEA #291



NaviJana Duren, CSEA LRR

Diana Vaichis

Diana Vaichis, Team Member

Kevin Limoges

Kevin Limoges, Team Member

Yendis Battle

Yendis Battle, Team Member

Cedrick Wrenn

Cedrick Wrenn, Team Member

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources, Payroll, Police Services, and Health and Safety Administration

DATE: August 8, 2024

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
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The cost of employment for these employees is included in the appropriate 2023-2024 budgets.



Professional Expert, Short-Term & Substitute Employees

Presented for Information on August 8, 2024

[v.7.22.2024.p.1|4]

Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Timbol, Daryl C CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/15/24	06/30/25	\$20.00/ \$25.00/ \$30.00
Radu, Jessica L CHC Respiratory Care Program	Respiratory Care Clinical	08/12/24	06/30/25	\$57.13
Bahjri, Amr CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Benz-Blumberg, Sara G CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Borg, Dane D CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Bryant, Andrew CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Chenkhii, Shaimaa CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Davis, April D CHC Tutoring Center	Tutor I	08/05/24	06/30/25	\$17.00
Denney, Jenna CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
DeSoucy, Justin CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Gedik, Burahhan CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Kingsbury, William CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Ma, Andrew M CHC Tutoring Center	Tutor I	08/05/24	06/30/25	\$17.00
Madrigal, Jessica CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Maxwell, Cora CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Patel, Siya H CHC Tutoring Center	Tutor I	08/05/24	06/30/25	\$17.00
Rico-Ahumada, Kimberly CHC Tutoring Center	Tutor I	08/05/24	06/30/25	\$17.00
Sanchez, Darianne CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Skinner, Shelby J CHC Tutoring Center	Tutor I	08/01/24	06/30/25	\$17.00
Smith, Maxwell CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00



Professional Expert, Short-Term & Substitute Employees

Presented for Information on August 8, 2024

[v.7.22.2024.p.2|4]

Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Travis, Tyler J CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Tucker, Dylan CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Tucker, Mikaela CHC Tutoring Center	Tutor I	08/05/24	06/30/25	\$17.00
Wu, Yingwen CHC Tutoring Center	Tutor I	07/01/24	06/30/25	\$17.00
Clements, Spencer CHC Tutoring Center	Tutor II	07/01/24	06/30/25	\$18.00
Cristobal, Angellie CHC Tutoring Center	Tutor II	07/01/24	06/30/25	\$18.00
DeAmaya, Brenda CHC Tutoring Center	Tutor II	07/01/24	06/30/25	\$18.00
Johnstone, Roy CHC Tutoring Center	Tutor II	07/01/24	06/30/25	\$18.00
Rangel, Isaac CHC Tutoring Center	Tutor II	07/01/24	06/30/25	\$18.00
Bickel II, Daniel CHC Tutoring Center	Tutor III	07/01/24	06/30/25	\$20.00
Layton, Krystalyn CHC Tutoring Center	Tutor III	07/01/24	06/30/25	\$20.00
Stephens, Edwin C DIST Economic Development & Corporate Training	Workforce Development Trainer	07/01/24	06/30/25	\$80.00
Grace II, Michael H DIST Educational & Student Support Services	Program Assistant	07/01/24	06/30/25	\$37.00
Hernandez, David J DIST Educational & Student Support Services	Program Assistant	07/01/24	06/30/25	\$34.50
Rios, Andrew DIST Educational & Student Support Services	Program Assistant	07/01/24	06/30/25	\$37.00
Curiel, Janette L DIST Fiscal Services	Program Assistant	07/17/24	06/30/25	\$30.00
Buzenes-Argo, Alexis DIST KVCR	Content Specialist	07/01/24	06/30/25	\$20.00
Zepeda, Thomas SBVC Art Gallery	Program Assistant	07/01/24	06/30/25	\$25.00
Bolivar, Luis Fernando SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/24	06/30/25	\$45.00



Professional Expert, Short-Term & Substitute Employees

Presented for Information on August 8, 2024

[v.7.22.2024.p.3|4]

Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Bradley, Vernon SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/24	06/30/25	\$45.00
Cooper, Wanda SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/24	06/30/25	\$45.00
Crain, Daniel SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/24	06/30/25	\$45.00
Hosea, Keith SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/24	06/30/25	\$45.00
Lane, Wandalyn SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/24	06/30/25	\$45.00
Martinez, Rosalinda SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/24	06/30/25	\$45.00
Montiel, Lelia SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/24	06/30/25	\$45.00
Razo, Jorge SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/24	06/30/25	\$45.00
Razo, Maria SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/24	06/30/25	\$45.00
Thornton, Eric D SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/24	06/30/25	\$45.00
Wallace-Ellis, Trinity SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/24	06/30/25	\$45.00
Villegas, Juan SBVC FTVM, Arts & Humanities	FTVM Intern III	07/01/24	06/30/25	\$18.00
Sprague, Monet SBVC FTVM, Arts & Humanities	Social Media Specialist	07/01/24	06/30/25	\$25.00
Delgado, Brittani SBVC Human Services	Training Specialist	07/01/24	06/30/25	\$19.00
Mendoza, Ruben SBVC Human Services	Training Specialist	07/01/24	06/30/25	\$19.00
Clark, Jake A SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/15/24	06/30/25	\$45.00/ \$53.00
Klug, Jeffrey R SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/24	06/30/25	\$45.00/ \$53.00
Ayala, Jonathan F SBVC Student Accessibility Services	Interpreting/Transliterating Level I	08/01/24	06/30/25	\$28.00
Lopez, Anita SBVC Student Accessibility Services	Interpreting/Transliterating Level III	08/01/24	06/30/25	\$36.00
Baxter, Fawn N SBVC Student Health Services	Post Masters Counseling Associate II	07/01/24	06/30/25	\$35.00



Professional Expert, Short-Term & Substitute Employees

Presented for Information on August 8, 2024

[v.7.22.2024.p.4|4]

Substitute

Employee Name Location Assignment & Department Justification	Duties	From	To	Hourly Rate
Abunaja, Mirriam DIST Human Resources <i>New: Vacancy</i>	HR Analyst	07/01/24	08/30/24	\$45.42
Anderson, Ebony SBVC Admissions & Records <i>Other: backfilling</i>	Admissions & Records Technician	07/09/24	09/09/24	\$24.78
Nunez, Esmarelda SBVC Assessment <i>New: LOA</i>	Student Services Technician I	06/17/24	06/30/24	\$23.00
Nunez, Esmarelda SBVC Assessment <i>New: LOA</i>	Student Services Technician I	07/01/24	09/01/24	\$23.00
Montoya, Jesus SBVC Athletics <i>New: LOA</i>	PE Athletics Equipment Specialist	07/03/24	09/02/24	\$20.84
Rachal, Michelle SBVC Child Development Center <i>Sick/Vacation Coverage</i>	CDC Assistant	07/09/24	09/09/24	\$18.42
Rachal, Michelle SBVC Child Development Center <i>Sick/Vacation Coverage</i>	CDC Teacher	07/09/24	09/09/24	\$26.01
Villalpando, Lauren SBVC Custodial <i>Ext: Vacancy</i>	Custodian	07/01/24	08/30/24	\$22.47
Chow, Michelle SBVC Financial Aid <i>Ext: Vacancy</i>	Administrative Assistant I	07/01/24	08/29/24	\$24.78
Navarro, Anna SBVC Food Service <i>Ext: Sick Vacation Coverage</i>	Food Service Worker	07/01/24	08/30/24	\$17.96
Martinez, Alfredo SBVC Grounds <i>Vacancy</i>	Grounds Caretaker	07/01/24	08/30/24	\$23.00
Miranda, Justin SBVC Grounds <i>Ext: Sick Vacation Coverage</i>	Grounds Caretaker	07/01/24	08/30/24	\$23.00
Wilson, Matthew SBVC Grounds <i>Vacancy</i>	Grounds Caretaker	07/01/24	08/30/24	\$23.00

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Steven J. Sutorus, Executive Director, Business & Fiscal Services

DATE: August 8, 2024

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 6/10/2024 – 7/10/2024 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 8, 2024

PO#	Supplier Name	Amount
2407861	ISLAND ADVERTISING INC	3,761.55
2407862	MUSICIAN'S FRIEND	23,492.13
2407864	ACADEMIC SENATE FOR CALIFORNIA COMMUNITY COLLEGES, THE	200.00
2407866	ASSOCIATION OF CALIFORNIA COMMUNITY COLLEGE ADMINISTRATORS	2,250.00
2407868	URBAN LAND INSTITUTE	1,000.00
2407870	CHRISTOPHER CARITA LLC	3,800.00
2407871	LOPEZ, JOHNATHAN	3,750.00
2407872	MOSS BROS CDJR-SAN BERNARDINO	48,623.75
2407874	MIKE'S CUSTOM FLOORING INC	5,444.67
2407877	SOUTHERN CALIFORNIA WEST COAST ELECTRIC INC	8,749.23
2407878	NATIONAL EDUCATIONAL TELECOMMUNICATION ASSOCIATION (NETA)	250.00
2407881	SOUTHERN CALIFORNIA WEST COAST ELECTRIC INC	1,333.64
2407884	TRIVENI DIGITAL INC	3,000.00
2407885	SAN BERNARDINO, COUNTY OF	10.00
2407886	EKC ENTERPRISES INC.	1,539.12
2407888	ULINE INC	570.81
2407889	FOLLETT CORPORATION	772.57
2407890	SOUTHERN CALIFORNIA WEST COAST ELECTRIC INC	9,692.31
2407891	MIKE'S CUSTOM FLOORING INC	8,894.29
2407892	MIKE'S CUSTOM FLOORING INC	7,844.92
2407893	DAVIS, PETER	400.00
2407895	BERG FIRE PROTECTION INC	1,255.00
2407896	SAN BERNARDINO CCD	124,737.91
2407897	SAN BERNARDINO CCD	61,989.00
2407898	DAILY JOURNAL CORPORATION	896.44
2407899	TIMELESS PLAQUES AND AWARDS	239.25
2407902	CRAFTON HILLS COLLEGE FOUNDATION	1,200.00
2407904	XPRESS RENT-A-CAR	196.66
2407905	RIVERA, ANTHONY	850.00
2407906	TROPHY HOUSE	131.51
2407907	ISLAND ADVERTISING INC	1,527.64
2407908	BAKER, ANITA	990.50
2407909	REDLANDS HOMETOWN HEROES FOUNDATION	500.00
2407910	GOLF CARS OF RIVERSIDE	1,937.80
2407912	BAKER, ANITA	360.00
2407919	SAN BERNARDINO CCD	14,916.00
2407920	WATER SOURCE SOLUTIONS INC	129.30
2407922	UNILAB CORPORATION	93.50
2407923	THOMAS, DIANJI QUISHUN	850.00
2407925	CALIFORNIA WORKFORCE ASSOCIATION	100.00
2407926	DAILY JOURNAL CORPORATION	184.20
2407927	NATIONAL ASSOCIATION FOR COMMUNITY COLLEGE ENTREPRENEURSHIP INC	800.00
2407928	REDVECTOR.COM LLC	8,599.50
2407929	COMPU-TECTURE INC	1,212.93
2407931	PALACIOS, CHRISTOPHER RENE	850.00

Purchase Order Report
August 8, 2024

PO#	Supplier Name	Amount
2407932	GONZALEZ, ELIZA UNIQUE	850.00
2407933	GOODEN, JERMAINE XAVIER	850.00
2407934	JACKSON, SANDRA MARIE	850.00
2407935	OTTER.AI INC	1,320.00
2407936	VITAL RECORDS HOLDINGS LLC	1,670.00

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Diana Z. Rodriguez, Chancellor

REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources, Payroll, Police Services, and Health and Safety Administration

DATE: August 8, 2024

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

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.





Resignations

Presented for Information August 8, 2024

[v.7.22.2024.p.2]2]

Employee Name	Location Assignment & Department	Years of Service	Last Date of Employment
Linares, Evelyn Senior Student Services Technician	CHC Outreach and Educational Partnerships	1 year	07/25/24
Nikac, Stacey Administrative Officer to the Chancellor	DSO Office of the Chancellor	10.5 years	07/31/24

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Dr. Diana Z. Rodriguez, Chancellor
REVIEWED BY: Dr. Diana Z. Rodriguez, Chancellor
PREPARED BY: Dr. Kevin Horan, President, CHC
Dr. Gilbert Contreras, President, SBVC
Kristina Hannon, Vice Chancellor, Human Resources, Payroll, Police Services,
and Health and Safety Administration
DATE: August 8, 2024
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 8, 2024

[v.7.23.2024.p.2]2]

	Location Assignment	Department	From	To
Spikes, Jocelyn	CHC	Student Accessibility Services	03/12/2024	06/30/24
Anderson, Jordan	SBVC	Football	08/09/2024	06/30/25
Block, Alex	SBVC	Volleyball	08/09/2024	06/30/25
Lara, Emmanuel	SBVC	Athletic Trainer	08/09/2024	06/30/25
Prevost, Thomas	SBVC	Men's Track & Field	08/12/2024	06/30/25
Barrow, Sandra*	DSO	KVCR	07/01/2024	06/30/25
Fanning, Kathleen*	DSO	KVCR	07/01/2024	06/30/25
Garcia, Estevan*	DSO	KVCR	07/01/2024	06/30/25
Gomez, Mario*	DSO	KVCR	07/01/2024	06/30/25
Gomez, Martha*	DSO	KVCR	07/01/2024	06/30/25
Hardy, Isabel*	DSO	KVCR	07/01/2024	06/30/25
Hardy, William*	DSO	KVCR	07/01/2024	06/30/25
Hatzidakis, Joyce*	DSO	KVCR	07/01/2024	06/30/25
Hill, Julie*	DSO	KVCR	07/01/2024	06/30/25
Hodala, Sandy*	DSO	KVCR	07/01/2024	06/30/25
Miller, Denise*	DSO	KVCR	07/01/2024	06/30/25
Toyama, Harvey*	DSO	KVCR	07/01/2024	06/30/25
VanHala, Marcus*	DSO	KVCR	07/01/2024	06/30/25
Ward, Linda*	DSO	KVCR	07/01/2024	06/30/25
Yamamoto, June*	DSO	KVCR	07/01/2024	06/30/25

*Ratification: Paperwork for these volunteers was submitted after the prior Board deadline.



BOARD OF TRUSTEES REPORT

August 2024



Veterans of Crafton's Class of 2024 Recognized at Special Ceremony



Each of the soon-to-be-grads received congratulatory remarks from center staff and Crafton leadership, as well as specialty chords and stoles, and – for the first time – a challenge coin paying homage to the sacrifices made during their time of service.

“We have a small veteran population, but to have this many graduates is so amazing,” said Steve Rush, the veteran’s services coordinator. “A lot of the veterans who showed up today are veterans who regularly use the VRC on a day-to-day basis. They were looking forward to this day, and we’re excited we were able to do this for them.”

The spotlight was placed on thirteen graduating military veteran Roadrunners during a special ceremony hosted by

Crafton Hills College’s Veterans Resource Center on May 15.

Photo: Damien Madrid.

Crafton Hills College Welcomes Dr. Sara Butler as the Dean of Languages, Arts, and Academic Support!

Dr. Butler earned a bachelor’s in history and political science from the College of Staten Island and a master’s and doctorate in political science from UCLA. Her career in higher education spans 16 years, serving as a teaching assistant, adjunct, tenured professor, and administrator. Most recently, Butler served as Dean of Academic Affairs at Santa Ana College. Dr. Butler is looking forward to working with faculty, staff, and administrators in support of Crafton’s mission. She is dedicated to helping

students because, as a first-generation college graduate, she knows firsthand how education changes lives.

In her free time, Butler runs, listens to Bruce Springsteen, and watches New York sports. She mostly enjoys being at home with her fiancée, Dave, and their 5-year-old lab/pit mix, Buffy.

Photo: Dr. Sara Butler.



Crafton Hills College Receives Grant from Bank of America for Training First Responders Project



Crafton Hills College has received a \$15,000 grant from Bank of America to support its Training First Responders project, and Crafton Roadrunners pursuing degrees or certificates in public safety and allied health programs.

“The funding from Bank of America will

help reduce financial burdens for many of our students so they can focus on their studies and achieve their academic and professional goals without the worry of how much the program will cost,” said CHC President Kevin Horan. “We are deeply grateful for Bank of America’s commitment to education and their investments in our community.”

Crafton Hills College’s Training First Responders project aims to provide financial support to students studying to become paramedics, emergency medical technicians (EMTs), firefighters, and members of other emergency health professions.

Every academic year, hundreds of students apply for admission in CHC’s first-responder programs, with many experiencing financial challenges that might prevent some from

completing coursework requirements. Grants from the private sector help cover a myriad of expenses such as the cost of course materials and fees for state testing, licensing, and certifications.

“One of the biggest challenges to the economic future of the Inland Empire continues to be the education gap, as employers and the growing jobs sector struggle to hire workers with necessary skills and educational background,” said Bansree Parikh, Bank of America Inland Empire president. “Crafton Hills College is an important partner in providing specialized skills training to help prepare the next generation of specialists in high-demand careers.”

Photo: CHC Paramedic Students.

Crafton Hills College Recognizes its 2024 College Transfer Grads at Annual Dinner



Next Stop: “Monsters University”—actually, a four-year college that accepted Roadrunner graduates of the Yucaipa-based community college’s Class of 2024.

But before walking across the grand stage with a diploma in hand, hundreds transferring to a four-year institution enjoyed a special Monsters University-themed Transfer Celebration Dinner on May 15, where they shared the spotlight that shone on their myriad accomplishments.

“Welcome to such an important event to honor your students for their hard work and achievements,” said Mariana Macamay,

Crafton’s Transfer Center coordinator. “It is truly an honor to put this event together for you, and I love to see all the families here celebrating.”

For CHC President Kevin Horan, this year’s celebratory dinner was the largest he’s been a part of since becoming the College’s president in 2019. “We are so incredibly excited for you and the next step of your journey,” he said. “You are now Crafton alumni, and you should be extremely proud of that.”

Photo: Paul Soneel-Aleem James.

CHC Child Development Center Celebrates Student Growth and Family Engagement



On June 7, the Crafton Hills College Child Development Center hosted an end-of-year Family Fun Day to celebrate students’ growth in their play-based, developmentally appropriate lab school.

Interim Program Director Heather Stephens emphasized that the event also honored the high-quality educational staff and expressed gratitude to the families,

stating, “We had a wonderful year together. Thank you, families. Look at how fun learning can be!”

Stephens noted that while some children will return in August, others will move on, yet they will always remain part of the CHC CDC Lab School family.

Photo: Child Development Student.

Crafton Hills College Emergency Medical Services Alumni Recognized at California EMS Awards Ceremony



Amanda Ward and Kyle Gonerig were honored with the Distinguished Service Award for their significant contributions to statewide Emergency Medical Services. Kyle Gonerig's expertise as an EMS specialist and educator, pursuing advanced studies in social work and education, underscores his commitment to patient care and student development. Amanda Ward, with over 20 years in EMS, has been a leader in paramedicine and community service, impacting young women through the Allied Health and Medical Careers Day initiative.

Whether responding to emergencies, accidents, or natural disasters, Crafton Hills College Emergency Medical Services alumni consistently display remarkable compassion, competence, and composure. At this year's EMS Awards Banquet on May 8, 2024, seven CHC alumni were recognized for their achievements.

Riley Wolfe, Jared Gvesrude, and Logan Romo received the Medal of Valor for exceptional heroism in challenging emergency situations. Riley Wolfe responded to a late-night freeway collision

involving a burning vehicle, rescuing an unconscious driver amidst imminent danger. Jared Gvesrude and Logan Romo acted decisively during a multi-vehicle collision and fire, triaging trapped colleagues and swiftly transporting critical patients to trauma centers.

Henry Vasquez, an adjunct faculty member and CHC alumnus, received the prestigious EMS Cross award for his leadership and dedication in EMS over nearly four decades. His roles include paramedic, skills instructor, mentor, and disaster response leader.

David Loomis, another CHC alumnus, received the Community Service Award for his advocacy in EMS education and public relations as EMS Captain at the Ontario Fire Department.

CHC alumni embody dedication and excellence as first responders, providing security and hope in critical moments. Their recognition at the awards ceremony reflects their outstanding service and contributions to the community. Congratulations to our CHC alumni on this well-deserved honor.

Photo: Riley Wolfe, Logan Romo, Jared Gvesrude, Amanda Ward, Kyle Gonerig, Henry Vasquez, David Loomis.

From First-Generation Student to Healthcare Leader



Michele Grainger, now the Manager of Respiratory Care Services at Loma Linda Children's Hospital, began her journey at Crafton Hills College (CHC). Drawn by its strong programs and proximity, she found beauty, engaged instructors, and robust support at CHC.

Graduating in June 1986 with an associate degree in health science, Grainger credited CHC for laying the foundation for her success. Despite facing challenges like personal losses, she emerged resilient, later earning a Bachelor of Science in Business Management from the University

of Phoenix. Her journey is a testament to dedication and perseverance.

Grainger advises prospective students to choose CHC for its strong educational foundation and support. Her story, from first-generation student to healthcare leader, exemplifies the transformative power of education and resilience, and she remains grateful for the opportunities provided by Crafton Hills College.

Photo: Michele Grainger.

“To Be, or Not to Be”: CHC Theatre Arts Program’s “Hamlet”



There was nothing like Shakespeare in the summer as CHC celebrated the beloved playwright’s works with a July staging of an abridged version of “The Tragedy of Hamlet.”

“Hamlet” was William Shakespeare’s longest play. CHC’s production of “Hamlet”

ran for 2 hours and 30 minutes and was set in the 1940s, a decision that easily fell into place during the early rehearsals, explained Director and CHC Professor of Theatre Arts Paul Jacques.

“The more we talked to the students about it, the more they got excited about

the opportunity to do something different,” said Jacques. “In Shakespeare’s time, he didn’t care about when his plays were set, so once you got past that, it opened up a range of possibilities.”

The play told the story of Prince Hamlet, who sought revenge against his father’s murderer; his uncle Claudius. Still reeling from King Hamlet’s recent death, the prince began struggling with his own sanity after he was visited by the ghost of his dead father and experienced other terrible events.

CHC’s cast included Roadrunners and students from local high schools: Redlands East Valley, Redlands, Yucaipa, and Beaumont. Nearly 250 people attended the play over its three-day run.

Photo: Cast of Hamlet.

And the Award Goes to... Classifieds Professionals at Crafton Honored at Annual Luncheon



The classified professionals who help keep Crafton Hills College moving forward were recognized at an annual luncheon hosted by college leaders on June 13.

The event is meant to express appreciation for the work classified professionals do to maintain a thriving campus, from anchoring student success programs to keeping

Roadrunners safe.

“As classified professionals at Crafton, you make this place sing and you make it hum,” said CHC President Kevin Horan to kick off festivities. “We can’t do enough to thank you for it.”

Following a brief department roll call, guests in attendance were invited to line up for a buffet of good eats served up by site leaders. Then it was time for the main show to begin, with the spotlight placed on the glue that keeps the College bonded, including a moment to recognize 2024 retirees – John Boatman, Tina Gimple, Moises Gonzales, Alan Oshiro, and Renee Sanford – and this year’s award recipients:

- President’s Award: Paige Dulay-Vega and Jessica Beverson
- Faculty of the Year: Tina Gimple
- Manager of the Year: Ivan Peña
- Classifieds Professional of the Year: Josh Orosco

But the fun was just beginning. over 25 gift

cards from In-N-Out, Starbucks, and Lowe’s, to name a few, were given out during a lively raffle led by Horan. And while some in attendance walked away empty-handed, they left the luncheon with an afternoon filled with new memories or for those like recent retiree Gimple, a lifetime of bittersweet moments of time.

“Being a great teacher is everything to me,” said Gimple who spent 30 years as a Crafton classified professional before becoming a part-time faculty member in 2015. “Receiving this award is a great honor especially from the classified staff because they deal with the students and hear what the students say.

“We are a small family and I’ve made a lot of friends over the years and it’s just an honor to be nominated by them,” she continued.

Gimple’s comments capped off the hour-long event’s high spirits.

Photo: Josh Orosco.

EDCT



Empowering Reentry: Success in Prison to Employment Training Programs



The Economic Development and Corporate Training Division (EDCT) at the San Bernardino Community College District is excited to announce the successful completion of two Prison to Employment (P2E) training cohorts. In collaboration with the County of Riverside through the Prison to Employment grant initiative, this program aims to enhance employment opportunities for justice-involved individuals.

A total of twenty-four participants successfully completed the training program across our first two cohorts. Thirteen participants graduated from cohort 1 on April 26, 2024, and eleven participants completed cohort 2 on May 24, 2024. During the program, participants earned completion certificates in OSHA 10 and Safety, and gained proficiency in operating four types of forklifts: Sit-down, Stand-up, Reach, and Electric Pallet Jack. Additionally, they received training in Job Readiness Skills and were awarded a \$100 work-boot voucher for steel-toed boots.

Our P2E training program will continue to be available to justice-involved individuals through cohort-based training sessions scheduled multiple times a year throughout the duration of the contract. The next cohort is set to commence on Monday, September 9, 2024. This rigorous five-day training program includes two days of OSHA 10 training, three days focused on forklift safety and operation, and job readiness skills. In addition, participants will have the opportunity to develop resumes, cover letters, and apply for jobs.

For more information on the program, please reach out to Yohanna Tesfay. Her contact is 909-38-1689 or ytesfay@sbccd.edu.





August 2024

Around SBCCD

KVCR and SBCCD Team up for Grant Writing Workshop

The "Grant Success Workshop" welcomed staff, faculty, and managers, who learned to transform big ideas for student success into funded projects. Participants gained essential grant application skills and best practices for securing funding. Following the workshop, attendees enjoyed a behind-the-scenes tour of KVCR.

Volunteers Make the World Go Round!

KVCR is fortunate to have a loyal following of PBS viewership and NPR listeners, and when we put the word out, our members respond! These volunteers helped stuff more than 2,500 renewal letters. After helping out, the group toured the station. A productive and fun time was had by all!

KVCR Hires the Next Round of Interns

Three standout students will begin their internship at KVCR in the Fall. We look forward to the ideas and vision they will bring to the station.

Around the Community

Chicano Latino Youth Leadership Project Comes to the Inland Empire (CLYLP)

The CLYLP Inland Empire Institute was established to inspire and motivate students from the Inland Empire to become future leaders through public service. Open to 50 students from San Bernardino and Riverside Counties, the three-day institute offered an impactful program designed to develop leadership potential and increase knowledge of the region's cultural and political landscape. It also afforded students an opportunity to connect with political and community leaders. Former CLYLP Champion in the Senate Executive Director Connie Leyva gave the keynote speech at this inaugural event.



Latest Announcements

It's a Wrap! *Inland Edition, Season II* has wrapped up. In this season, we focused on 20 non-profits doing life-changing work in the Inland Empire. Everyone is looking forward to *Season III* with host Joe Richardson, Esquire, where he will be focusing on.... *Tune in to find out!*

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, 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



August 2024

Balance Sheet As of 06/30/2024

Estimated Revenues & Expenditures For 12 Months Ended 06/30/2024

Assets	
Cash in County Treasury	2,505,943
Accounts Receivable	31,159
Estimated Revenues Receivable*	34,000
Interfund Receivables	846,933
Prepaid Expenses	372,088
Other Assets	33,534
Total Assets	3,823,657
Liabilities	
Accounts Payable	31,830
Interfund Payable	1,907,556
Temporary Loans	1,500,000
Deferred Income	956,226
Health and Welfare	21,600
Other Miscellaneous Liabilities	4,670
Total Liabilities	4,421,882
Fund Balance	(598,225)

*Estimated per YTD activity analysis.

Revenues	
Contributions and Grants	1,513,630
Underwriting	139,433
Contributions, Gifts	20,000
Rentals and Leases	410,506
Estimated Revenues*	2,824,900
Interest Revenue	61,393
Interfund Transfers In--SBCCD	1,186,982
Transfers In--PARS Endowment	1,050,000
Total Revenues	7,206,844
Expenditures	
Classified Salaries	2,438,303
Employee Benefits	1,025,159
Books and Supplies	39,158
Services and Operating Expenditures	3,304,737
Capital Outlay	52,568
Total Expenditures	6,859,925
Revenues Less Expenditures	346,919

*Estimated per YTD activity analysis.

President's Board of Trustees Report

The President's Monthly Report to the Board of Trustees, Campus & Community

Celebrating 99 Years of Community, Growth & Transformation

August 2024

Summer Enrollment Grows by 7% Over Prior Year

San Bernardino Valley College is experiencing a vibrant summer semester as the institution experiences a significant increase in enrollment for the Summer 2024 semester over the prior year, with a remarkable 7% increase in student headcount, or from 7,559 in Summer 2023 to 8,089 in Summer 2024.

A particularly exciting aspect of this summer's enrollment is the influx of first-time students. 28% of enrolled students are new to SBVC. One contributing factor to the boost is the extension of the Books+ rental program, which provided students with books and materials completely free of charge. This initiative, combined with a concerted campus-wide enrollment and retention effort across all instructional divisions and student services programs, as well as innovative outreach and marketing campaigns, are collectively credited with contributing to this growth.

As the college continues to innovate and respond to student needs in its 99th year, SBVC remains a cornerstone of higher education in the San Bernardino community. Dr. Gilbert Contreras, the newly appointed 15th president of SBVC, expressed his excitement about the campus's enrollment growth trends. "Seeing more students choose SBVC for their summer studies is a clear indication of the college's impact and appeal. We are committed to continuing our support for students and providing an enriching educational experience," Dr. Contreras said.

AUGUST 2024 PRESIDENT'S BOARD OF TRUSTEES REPORT



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.



UPCOMING EVENTS

Aug 6 Wolverine Welcome
10:30am Greek Theatre Lawn

Aug 9 Fall 2024
9:00am **Opening Day**
SBVC Auditorium

Aug 12 Fall 2024
Classes Begin

More Events:
valleycollege.edu/calendar

SBVC Partners with SBCUSD to Host Annual Back to School Extravaganza

On July 24, San Bernardino Valley College and the San Bernardino City Unified School District collaborated to host a spectacular back-to-school extravaganza on SBVC's campus. The event drew over 4,000 attendees, including recent high school graduates, their families, and community members, marking a significant step towards strengthening educational ties within the region.

The vibrant event served as a welcoming platform for future Wolverines and their families, with SBVC's outreach team playing a pivotal role. The team distributed backpacks filled with essential school supplies and provided comprehensive enrollment information, helping prospective students navigate the transition to college life. The enthusiasm was palpable as new students and their families explored the myriad opportunities that await them at SBVC.

Representatives from SBCUSD were also on hand, offering valuable insights into the district's diverse array of programs. Attendees learned about English-learner programs, after-school activities, special education services, and student wellness and support services. This comprehensive information aimed to ensure that every student is equipped with the resources they need to succeed academically and personally.

The event featured live music performances by local high school students, adding a festive and energetic atmosphere to the day. In addition to the educational and informational booths, the extravaganza attracted dozens of local vendors and community resources, offering a variety of services and products and contributing to the community-centric spirit of the event. Attendees had the opportunity to engage with local businesses, explore educational resources, and enjoy a sense of community camaraderie.



GOAL 1: ELIMINATE BARRIERS TO STUDENT ACCESS & SUCCESS.

SBVC Graduates Class 42 of the Extended Basic Police Academy



After 950 hours of comprehensive training, Class 42 of the San Bernardino Valley College Extended Basic Police Academy graduated on June 29, with every member well-prepared and ready to serve.

One of the college's most well-known programs, the Extended Academy is for working students who need to have flexibility when it comes to classes, and every graduate held down a full-time job during the 52-week course. Four trainees did not miss a single day, and several have already accepted employment offers with the San Bernardino Community College District Police Department, Upland Police Department, Patton Police Department, Irwindale Police Department, and San Bernardino City Unified School District. As they set out on their new careers, Police Academy Director Paul Dennis hopes that they continue to expand their knowledge in the classroom. "I encourage each of our graduates to be committed to lifelong learning," he said. "Higher education is an essential ingredient to successfully navigating the challenges of a law enforcement career."

"In order to graduate from the program, students must take classes on and show proficiency in community oriented policing concepts, cultural diversity, criminal law, investigations, emergency vehicle operations, first aid/CPR, communications, firearms training, and arrest and control techniques. State and local law enforcement agencies are represented in the program, with students also receiving training from "professional experts that have decades of experience within the judicial and corrections branches of our system," Dennis said.



SBVC's Extended Academy is certified through the Commission on Peace Officer Standards and Training (POST), allowing graduates to go on to work at law enforcement agencies across the region. Anyone interested in becoming a police officer who wants to learn more about the academy is encouraged to visit North Hall and meet with Dennis and his team. "We would be delighted to speak with you about the program and assist in helping you identify if this profession is for you," he said. "The Extended Academy is the perfect program for anyone seeking to enter the law enforcement profession. Our evening classes afford the opportunity to continue to maintain employment while attending classes in the evening and on Saturdays."

GOAL 1: ELIMINATE BARRIERS TO STUDENT ACCESS & SUCCESS.

President Contreras Embarks on Intensive Listening Tour of Campus & Community

On July 1, 2024, Dr. Gilbert Contreras officially began his tenure as the 15th President of San Bernardino Valley College. His arrival marks a new chapter for the institution, as he is the college's first permanent president since 2021, when President Diana Z. Rodriguez ascended to the chancellorship of the San Bernardino Community College District.

Just days into his presidency, Dr. Contreras represented SBVC at its third annual Summerfest on July 6, followed by an official meet and greet on July 8, allowing him to meet many of his new colleagues at SBVC and discuss their mutual perspectives and aspirations for the college.

On July 15, Dr. Contreras undertook a detailed campus tour, meeting with instructional deans to better understand the academic landscape of SBVC. The tours and meetings with individualized groups continued throughout the summer, allowing Dr. Contreras to meet with practically every area of campus. In many of these initial meetings, he expressed his preference for an open-door policy and his intention to foster a culture of inclusivity and open communication within SBVC's campus and community.

"I look forward to connecting with Valley College in meaningful ways," Dr. Contreras said. "It will take some time to visit every area, but I am excited about the journey and the opportunity to work together to advance our college."



GOAL 3: BE A LEADER & PARTNER IN ADDRESSING REGIONAL ISSUES.

SBVC'S 3rd Annual SummerFest Breaks Multiple Records

On Saturday, July 6th, SBVC's campus reverberated with music and the boom of fireworks as SummerFest 2024 took place for its third year. The annual extravaganza once again united the community into a vibrant tapestry of food, fun, and fireworks under the baton of Maestro Anthony Parnter and the San Bernardino Symphony Orchestra. The event, a collaboration between SBVC and the San Bernardino Symphony, attracted over 3,000 attendees to the campus to partake in the festivities - the highest number the campus has yet seen.

Although the region was undergoing a record heat wave that same weekend, community members couldn't resist braving the weather to partake in the concert and festivities that have become a staple in the area's summer events calendar. Community vendors had a wide audience to share their offerings with and families could participate in a variety of activities such as coloring pages featuring Blue the Wolverine and face painting. One of the standout highlights of SummerFest 2024 was the Symphony's breaking of the world record for the largest ensemble of piccolo players ever assembled, with an impressive lineup of 192 musicians.



GOAL 3: BE A LEADER & PARTNER IN ADDRESSING REGIONAL ISSUES.



Alumni Spotlight

Alumna Sarah Gonzales Starts New Journey with SBCCD Police Department



Sarah Gonzales is stepping into a new role in the San Bernardino Community College District, going from being a student to a member of the SBCCD Police Department.

In June, Gonzales graduated with Class 42 of the San Bernardino Valley College Extended Basic Police Academy, ranking in the top 10. Her desire to make a difference drew her to law enforcement, along with knowing that every day, officers face "physical challenges, mental challenges, and moral obligations," she said. "It makes me proud to be a part of something greater than myself. I know these challenges will not only help me grow, but also the community I live in.

"This wasn't Gonzales' first time at SBVC. This scholar athlete earned her associate's degree in biological and physical sciences in 2017, and her familiarity with the campus is one reason why she enrolled in the Extended Basic Police Academy. She also liked that the program is designed for people with jobs and offers a flexible course schedule." "I hadn't been in school since I graduated from San Bernardino Valley College, and knew I needed some time to readjust to the learning environment," Gonzales said. "I was also able to work full time to continue working towards my financial goals and keep up with my expenses." "Gonzales is excited about continuing her journey with the SBCCD Police Department, as there is "so much more to learn and experience here.

"I'm very grateful to have the opportunity to work and give back to the community that has given me the tools to succeed." She has one main goal: to be in alignment with a community policing approach. This means "reaching out to the different communities and cultures within our college and getting to know every department on the campus," Gonzales said. "This will strengthen the communication and expectations the community has for us. Our goal is to create a safe and secure environment for our students, faculty, and anyone who visits our campuses."

AUGUST 2024 PRESIDENT'S BOARD OF TRUSTEES REPORT



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