1. CALL TO ORDER – PLEDGE OF ALLEGIANCE

2. ANNOUNCEMENT OF CLOSED SESSION ITEMS

3. PUBLIC COMMENTS ON CLOSED SESSION ITEMS
   The San Bernardino Community College Board of Trustees offers an opportunity for the public to address the Board on any agenda item prior to or during the Board’s consideration of that item. Matters not appearing on the agenda will be heard after the board has heard all action agenda items. Comments must be limited to five (5) minutes per speaker and twenty (20) minutes per topic if there is more than one speaker. At the conclusion of public comment, the Board may ask staff to review a matter or may ask that a matter be put on a future agenda. As a matter of law, members of the Board may not discuss or take action on matters raised during public comment unless the matters are properly noticed for discussion or action in Open Session.

   Anyone who requires a disability-related modification or accommodation in order to participate in the public meeting should contact the Chancellor’s Office at (909) 382-4091 as far in advance of the Board meeting as possible.

   This is an opportunity for members of the public to address the Board concerning closed session items.

4. CONVENE CLOSED SESSION

5. RECONVENE PUBLIC MEETING

6. REPORT OF ACTION IN CLOSED SESSION (if any)

7. INSTITUTIONAL PRESENTATION
   Strategic Planning Processes (p2)
   – Dr. Keith Wurtz, Interim Executive Director of Institutional Effectiveness, Research, and Planning

8. PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA ITEMS
   The San Bernardino Community College Board of Trustees offers an opportunity for the public to address the Board on any agenda item prior to or during the Board’s consideration of that item. Matters not appearing on the agenda will be heard after the board has heard all action agenda items. Comments must be limited to five (5) minutes per speaker and twenty (20) minutes per topic if there is more than one speaker. At the conclusion of public comment, the Board may ask staff to review a matter or may ask that a matter be put on a future agenda. As a matter of law, members of the Board may not discuss or take action on matters raised during public comment unless the matters are properly noticed for discussion or action in Open Session.

   Anyone who requires a disability-related modification or accommodation in order to participate in the public meeting should contact the Chancellor’s Office at (909) 382-4091 as far in advance of the Board meeting as possible.

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

   a. BUSINESS & FISCAL SERVICES
      i. Consideration of Approval of City of Grand Terrace Agreement for Taxing Entity Compensation (p34)
      ii. Consideration of Approval of Conference Attendance (p49)

   b. BOARD OF TRUSTEES & CHANCELLOR
      i. Consideration of Approval to Accept Board Policies for First Reading (p51)

10. ADJOURN – the next Board of Trustees Meeting will be Study Session on Budget Directives & Development and Accreditation Presentation at 4pm on Thursday, February 4, 2016, at SBCCD Board Room
SBCCD Governing Board Planning Session

PREPARED AND PRESENTED BY DR. KEITH WURTZ
INTERIM EXECUTIVE DIRECTOR OF INSTITUTIONAL EFFECTIVENESS, RESEARCH, AND PLANNING
Session Objectives

- Review the Suggestions from last year from both the Governing Board and the District Strategic Planning Committee
- Review Draft SBCCD Strategic Planning Process
- Review and Discuss ACCJC Standards Specific to Governing Board
- Define Goals, Objectives, and Actions
- Review Governing Board Imperatives
- Review District Strategic Planning Goals
Planning Suggestions

- Governing Board felt that they were not well informed or engaged on the progress being made on the District Strategic Plan
- District Strategic Planning Committee felt that the communication between the Governing Board and the Committee needed to be improved
- As a result, drafted the Governing Board Planning Process
Addressing Planning Suggestions

- Gaps in the Strategic Plan, lack of integration in planning, and inconsistent data lead to the need to create the Executive Director of Institutional Effectiveness, Research, and Planning;

- Chancellor directed the development of new planning process which would assure integration of planning and regular Governing Board participation throughout the planning process.
Background for developing the Governing Board Planning Process

- Contacted three different colleges and planning consultant to get input on process
- Input from Chancellor’s Cabinet
- Need input from Governing Board
- Need input from DSPC
Draft SBCCCD Strategic Planning Process

September

December

January

February

March

April

May

June

July

August

DSPC

Governing Board

Study Session: 1. Progress update on QEs and accomplishments toward goals for DSP, both Colleges, TESS, EDCT, and KVCR. 2. Educate GB on the meaning of measures and what they indicate. 3. Presidents review college specific goals. 4. Reviews progress on GB goals from prior year. 5. Ideas generated by GB taken to DSPC for discussion. Reviews progress on QEs and discusses goals and objectives. Reviews GB goals for the year. Feedback generated by DSPC communicated to GB in October Study Session.
Draft SBCCCD Strategic Planning Process

- **September**: Reviews progress on QEIs and discusses goals and objectives. Reviews GB goals for the year. Feedback generated by DSPC communicated to GB in October Study Session.

- **October**: Study Session: 1st Progress update on QEIs and accomplishments toward goals for DSP, both Colleges, TESS, EDCT, and KVCR; 2. Educate GB on meaning of measures and what they indicate; 3. Presidents review college specific goals; 4. Reviews progress on GB goals from prior year; 5. Ideas generated by GB taken to DSPC for discussion. Reviews progress on QEIs and discusses goals and objectives.

- **November**: Reviews GB goals for the year. Feedback generated by DSPC communicated to GB in October Study Session.

- **December**: Reviews and discusses any ideas generated by GB at October Study Session. Generate items to present to GB for January Study Session.

- **January**:

- **February**:

- **March**:

- **April**:

- **May**:

- **June**:

- **July**:

- **August**:

1/28/2016
Draft SBCCCD Strategic Planning Process

September

DSPC

Reviews progress on QEs and discusses goals and objectives. Reviews GB goals for the year. Feedback generated by DSPC communicated to GB in October Study Session.

October

Governing Board

Study Session: 1. Progress update on QEs and accomplishments toward goals for DSP, both Colleges, TESS, EDCT, and KVC; 2. Educate GB on meaning of measures and what they indicate; 3. Presidents review college specific goals; 4. Reviews progress on GB goals from prior year; 5. Ideas generated by CIT taken to DSPC for discussion. Reviews progress on QEs and discusses goals and objectives. Reviews GB goals for the year. Feedback generated by DSPC communicated to GB in October Study Session.

November

DSPC

Reviews and discusses any ideas generated by GB at October Study Session. Generate items to present to GB for January Study Session.

December

January

February

March

April

May

June

July

August

District FPR

Prioritization of Positions and resource requests completed by District Offices
Draft SBCCCD Strategic Planning Process

September
- DSPC
  - Reviews progress on QEiks and discusses goals and objectives.
  - Reviews GB goals for the year. Feedback generated by DSPC communicated to GB in October Study Session.

October
- Governing Board
  - Study Session: 1. Progress update on QEiks and accomplishments toward goals for DSP, both Colleges, TESS, EDCT, and KVCR.
  - Educate GB on meaning of measures and what they indicate.

November
- DSPC
  - Reviews and discusses any ideas generated by GB at October Study Session.
  - Generate items to present to GB for January Study Session.

December
- DSPC
  - Study Session: 1. Review GB imperatives and goals.
  - Review DSP goals.
  - Define goals, objectives, and actions.
  - Presidents review college specific goals.
  - Review GB goals from prior year and goals accomplished.

January
- Governing Board

February

March

April

May

June

July

August

District PPR
- Prioritization of positions and resource requests completed by District Offices.

1/28/2016
Draft SBCCCD Strategic Planning Process

- **September**
  - DSPO: Reviews progress on QEs and discusses goals and objectives. Reviews GB goals for the year. Feedback generated by DSPO communicated to GB in October Study Session.

- **October**
  - Governing Board: Study Session: 1. Progress update on QEs and accomplishments toward goals for DSP, both Colleges, TESS, EDCI, and KVCR. 2. Educate GB on meaning of measures and what they indicate; 3. Presidents review college specific goals; 4. Reviews progress on GB goals from prior year; 5. Ideas generated by CIR in/S to DSPO for discussion. Reviews progress on QEs and discusses goals and objectives. Reviews GB goals for the year. Feedback generated by DSPO communicated to GB in October Study Session.

- **November**
  - DSPO: Reviews and discusses any ideas generated by GB at October Study Session. Generate items to present to GB for January Study Session.

- **December**

- **January**
  - District PPR: Prioritization of Positions and resource requests completed by District Offices.

- **February**
  - District Assessment: District Assessment Completed based on District Offices PPR.

- **March**

- **April**

- **May**

- **June**

- **July**

- **August**

1/28/2016
Draft SBCCCD Strategic Planning Process

**September**
- DSPC
- Reviews progress on QEIs and discusses goals and objectives. Reviews G8 goals for the year. Feedback generated by DSPC communicated to G8 in October Study Session.

**October**
- Governing Board
- Study Session: 1. Progress update on QEIs and accomplishments toward goals for DSP, both Colleges, TESS, EDCT, and KVCRI; 2. Educate G8 on meaning of measures and what they indicate; 3. Presidents review college specific goals; 4. Reviews progress on G8 goals from prior year; 5. Ideas generated by G8 input to DSPC for discussion.

**November**
- DSPC
- Reviews and discusses any ideas generated by G8 at October Study Session. Generate items to present to G8 for January Study Session.

**December**
- Governing Board

**January**
- District PPR
- Plioritization of Positions and resource requests completed by District Offices.

**February**
- District Assessment
- District Assessment Completed based on District Offices PPR.

**March**
- Developmental Budgets

**April**

**May**

**June**

**July**

**August**

1/28/2016
Draft SBCCCD Strategic Planning Process

- **September**
  - DSPC: Reviews progress on QEs and discusses goals and objectives. Feedback generated by DSPC communicated to GB in October Study Session.

- **October**
  - Governing Board: Study Session: 1. Progress update on QEs and accomplishments toward goals for DSP, both Colleges, TESS, EDCT, and KVCIR; 2. Educate GB on meaning of measures and what they indicate; 3. Presidents review college specific goals; 4. Reviews progress on GB goals from prior year; 5. Ideas generated by CTA input to DSPC for discussion.

- **November**
  - DSPC: Reviews and discusses any ideas generated by GB at October Study Session. Generate items to present to GB for January Study Session.

- **December**
  - Governing Board: Study Session: 1. Review GB Imperatives and goals; 2. Review DSP goals, 3. Define goals, objectives, and actions; 4. Presidents review college specific goals; 5. Review GB goals from prior year and goals accomplished.

- **January**
  - District Strategic Planning Committee (DSPC): Review ideas for new QEs and generate items to present to GB for July/August study session.

- **February**
  - District PPR: Prioritization of Positions and resource requests completed by District Offices.

- **March**
  - District Assessment: District Assessment Completed based on District Offices PPR.

- **April**
  - Developmental Budgets

1/28/2016
Draft SBCCCD Strategic Planning Process

September
- Reviews progress on QEs and discusses goals and objectives.
- Reviews QG goals for the year. Feedback generated by DSPI communicated to GB in October Study Session.

October
- Governing Board Study Session: 1. Progress update on QEs and accomplishments toward goals for DSP, both Colleges, TESS, EDCT, and KVCR. 2. Educate GB on meaning of measures and what they indicate. 3. Presidents review college specific goals. 4. Reviews progress on GB goals from prior year. 5. Ideas generated by GB taken to DSPI for discussion. Reviews progress on QEs and discusses goals and objectives. Reviews GB goals for the year. Feedback generated by DSPI communicated to GB in October Study Session.

November
- DSPI Reviews and discusses any ideas generated by GB at October Study Session. Generate items to present to GB for January Study Session.

December
- Governing Board Study Session: 1. Review GB imperatives and goals. 2. Review DSP goals. 3. Define goals, objectives, and actions. 4. Presidents review college specific goals. 5. Review GB goals from prior year and goals accomplished.

January
- DSPI District Strategic Planning Committee (DSPC) Review ideas for new QEs and generate items to present to GB for July/August study session.

February
- Governing Board Annual Retreat: 1. Progress update on QEs and accomplishments toward goals for DSP, both Colleges, TESS, EDCT, and KVCR. 2. Facilitate discussions on importance of measures and/or additional DSPC ideas for new measures; 3. Review and develop GB goals for next year based on DSP goals, prior year's progress, budget, PPR prioritizations, and Chancellor's proposed GB Imperatives.

March
- DSPI

April
- Governing Board

May
- District PPR
  - Prioritization of Positions and resources completed by District Offices

June
- District Assessment
  - District Assessment Completed based on District Offices PPR

July
- Developmental Budgets

August
- College PPR
  - Prioritization of Positions and resources Completed by Colleges

1/28/2016
Standard I: Mission, Academic Quality and Institutional Effectiveness, and Integrity

Standard I.C.7

- In order to assure institutional and academic integrity, the institution uses and publishes governing board policies on academic freedom and responsibility.

- These policies make clear the institution's commitment to the free pursuit and dissemination of knowledge, and its support for an atmosphere in which intellectual freedom exists for all constituencies, including faculty and students.
ACCJC Standards

- **Standard IV: Leadership and Governance**
  - **Standard IV.A.5**
    - Through its system of board and institutional governance, the institution ensures the appropriate consideration of relevant perspectives; decision-making aligned with expertise and responsibility; and timely action on institutional plans, policies, curricular change, and other key considerations.
Standard IV: Leadership and Governance

Standard IV.C.2: The governing board acts as a collective entity. Once the board reaches a decision, all board members act in support of the decision.

Standard IV.C.3: The governing board adheres to a clearly defined policy for selecting and evaluating the CEO of the college and/or the district/system.

Standard IV.C.4: The governing board is an independent, policy-making body that reflects the public interest in the institution’s educational quality. It advocates for and defends the institution and protects it from undue influence or political pressure.
ACCJC Standards

- **Standard IV**: Leadership and Governance
  - **Standard IV.C.5:**
    - The governing board establishes policies consistent with the college/district/system mission to ensure the quality, integrity, and improvement of student learning programs and services and the resources necessary to support them. The governing board has ultimate responsibility for educational quality, legal matters, and financial integrity and stability.
ACCJC Standards

- **Standard IV**: Leadership and Governance
  - **Standard IV.C.7**: The governing board acts in a manner consistent with its policies and bylaws. The board regularly assesses its policies and bylaws for their effectiveness in fulfilling the college/district/system mission and revises them as necessary.
  - **Standard IV.C.10**: Board policies and/or bylaws clearly establish a process for board evaluation. The evaluation assesses the board’s effectiveness in promoting and sustaining academic quality and institutional effectiveness. The governing board regularly evaluates its practices and performance, including full participation in board training, and makes public the results. The results are used to improve board performance, academic quality, and institutional effectiveness.
ACCJC Standards

- **Standard IV: Leadership and Governance**
  - **Standard IV.C.11:**
    - The governing board upholds a code of ethics and conflict of interest policy, and individual board members adhere to the code.
    - The board has a clearly defined policy for dealing with behavior that violates its code and implements it when necessary.
    - A majority of the board members have no employment, family, ownership, or other personal financial interest in the institution.
    - Board member interests are disclosed and do not interfere with the impartiality of governing body members or outweigh the greater duty to secure and ensure the academic and fiscal integrity of the institution.
ACCJC Standards

- **Standard IV**: Leadership and Governance
  - **Standard IV.C.12**: The governing board delegates full responsibility and authority to the CEO to implement and administer board policies without board interference and holds the CEO accountable for the operation of the district/system or college, respectively.
Goals

- Overarching principle that guides decision making
- Characteristics of a Sound Goal
  - Reflects the big picture
  - Clearly serves the interests of the program
  - Ambitious yet attainable in principle
  - Relatively long-range and stable over time
- Example: Promote student success.
BHAG Goals

- BHAG – Big Hairy Audacious Goals – a statement of bold ambition so clear that it requires little or no explanation
- Reaches out and grabs us and captures our imagination
- Short, strong, and easily remembered
- Examples
  - "Become the Harvard of the West" (Stanford University, 1940s)
  - MIS/IT – Be known in all department offices for excellent service
Objectives

A concrete, measurable outcome that represents a milestone on the way to achieving a goal

Characteristics of a Sound Objective

- Relevant to the applicable goal
- Specific and measurable
- Reasonable with respect to scope and timeline
- Lends itself to formulation of a coherent set of actions

Example: Increase access to data through the development of an Office of Research and Planning Web Page.
Goals and Objectives

<table>
<thead>
<tr>
<th>Goals</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broad</td>
<td>Narrow</td>
</tr>
<tr>
<td>General Intentions</td>
<td>Precise</td>
</tr>
<tr>
<td>Intangible</td>
<td>Tangible</td>
</tr>
<tr>
<td>Abstract</td>
<td>Concrete</td>
</tr>
<tr>
<td>Generally difficult to measure</td>
<td>Measurable</td>
</tr>
</tbody>
</table>

Goal 1

Objective 1.1

Objective 1.2

Objective 1.3

1/28/2016
Actions

- A coherent set of specific steps that must be taken to achieve the objective

- Characteristics of Actions/Tasks
  - Specific
  - Reasonable with respect to scope, timeline, and workloads
  - Completion of all the actions under an objective means achievement of that objective
  - List the actions in logical sequence

- Example: Work with web developer to design a research web site.
Goals, Objectives, and Actions

Goal 1

Objective 1.1
- Action 1.1.1
- Action 1.1.2
- Action 1.1.3

Objective 1.2
- Action 1.2.1
- Action 1.2.2
- Action 1.2.3
Governing Board Imperatives

- Institutional Effectiveness
- Learning Centered Institution for Student Access, Retention, and Success
- Resource Management for Efficiency, Effectiveness and Excellence
- Enhanced and Informed Governance and Leadership
Alignment of the Governing Board Imperatives with the District Strategic Planning Goals

<table>
<thead>
<tr>
<th>Governing Board Imperatives</th>
<th>SBCCD District Strategic Plan Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Goal 1: Student Success</td>
</tr>
<tr>
<td>1. Institutional Effectiveness (Board Imperative I)</td>
<td>X</td>
</tr>
<tr>
<td>2. Learning-Centered Institution for Student Access, Retention and Success (Board Imperative II)</td>
<td></td>
</tr>
<tr>
<td>3. Resource Management for Efficiency, Effectiveness and Excellence (Board Imperative III)</td>
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</tr>
<tr>
<td>4. Enhanced and Informed Governance, and Leadership (Board Imperative IV)</td>
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</tr>
</tbody>
</table>

1/28/2016
Future Study Sessions

- Review College and Area Goals
- Define Governing Board Imperatives
- Review Governing Board 2014-2015 Goals
- Update Governing Board Goals for the 2015-2016 Year
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Lawrence P. Strong, Interim Director, Fiscal Services
DATE: January 28, 2016
SUBJECT: Consideration of Approval of City of Grand Terrace Agreement for Taxing Entity Compensation

RECOMMENDATION

It is recommended that the Board of Trustees approve the Agreement for Taxing Entity Compensation requested by the City of Grand Terrace.

OVERVIEW

The City of Grand Terrace plans to sell property for which, as a result of redevelopment agency law, SBCCD is entitled to a portion of the proceeds. The agreement authorizes the City of Grand Terrace to distribute SBCCD’s share of the resulting proceeds to the San Bernardino Auditor Controller.

ANALYSIS

SBCCD’s estimated share of the proceeds is $36,000. Upon approval of the agreement and sale of the property, these funds will be transferred to the San Bernardino Auditor Controller. However, since SBCCD is not a basic aid district, future property tax revenues provided to SBCCD will be reduced by this amount, resulting in zero net benefit.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

None
ATTACHMENT III

AGREEMENT FOR TAXING ENTITY COMPENSATION

This Master Agreement for Taxing Entity Compensation (this “Agreement”), dated for reference purposes as of ______________, 2015, is entered into by and among the Successor Agency to the former Community Redevelopment Agency of the City of Grand Terrace, a public entity established under Health and Safety Code Section 34173 (“Successor Agency”), the City of Grand Terrace, a California municipal corporation (“City”), and the “Taxing Entities”, the signatories hereto and more specifically identified on Exhibit “A” attached hereto and incorporated herein.

RECITALS

A. Pursuant to Assembly Bill x1 26, effective February 1, 2012, the Redevelopment Agency of the City of Grand Terrace (“Redevelopment Agency”) was dissolved, and pursuant to Health & Safety Code Section 34173, the City elected to serve as the Successor Agency.

B. Pursuant to Health and Safety Code Section 34191.5, the Successor Agency prepared an Amended Long-Range Property Management Plan (“LRPMP”) that addresses disposition of certain real property formerly owned by the Redevelopment Agency, including the real property commonly known as 21992 and 21974 De Berry Street and the 21900 Block of Van Buren Street, APN #s 1167-141-08, 1167-151-68, 1167-151-71, 1167-151-74, 1167-161-03, 1167-161-04, 1167-151-22 (the “Property”) all located in the City of Grand Terrace, County of San Bernardino, California, and more particularly depicted in page 14 of the LRPMP which page is attached hereto as Exhibit “C”.

C. On December 17, 2014, the LRPMP was approved by Resolution of the Oversight Board to the Successor Agency (the “Oversight Board”), a seven-member board established pursuant to Health and Safety Code Section 34179 that includes representatives appointed by the County Board of Supervisors, City, the Superintendent, and San Bernardino Valley Municipal Water District.

D. On April 23, 2015, the State Department of Finance (“DOF”) approved the LRPMP.

E. Pursuant to the LRPMP, the Successor Agency shall convey the Property to the City in the manner provided by Health and Safety Code section 34180(f) and in consideration of their approval, the Taxing Entities shall be compensated as provided herein.

NOW THEREFORE, the Parties agree as follows

1. Purpose. This Agreement is executed with reference to the facts set forth in the foregoing Recitals which are incorporated into this Agreement by this reference. The purpose of this Agreement is to address the allocation of certain prospective revenues among the Taxing Entities entitled to share in the property tax base (“Tax Base”) for the Property formerly administered by the Redevelopment Agency.

2. Special Districts and Funds. The governing boards of certain of the Taxing Entities administer certain special districts and funds that receive allocations of property taxes from the
Property, and are authorized to execute this Agreement on behalf of such special districts and funds as described below.

2.1 **County Funds.** The County administers the following special districts and funds and in addition to entering into this Agreement for the County itself the County is authorized to and has entered into and executed this Agreement on behalf of the following:

- County General Fund
- Educational Revenue Augmentation Fund
- Flood Control
- Flood Control Admin
- County Library
- County Fire District
- County Service Area 38

2.2 **Superintendent of Schools.** The San Bernardino County Superintendent of Schools administers the following special districts and funds and in addition to entering into this Agreement for itself is authorized to and has entered into and executed this Agreement on behalf of the Superintendent itself and the following:

Superintendent of Schools

2.3 **San Bernardino Community College District.** The San Bernardino Community College District administers the following special districts and funds and in addition to entering into this Agreement for itself is authorized to and has entered into and executed this Agreement on behalf of itself, and on behalf of the following:

San Bern Comm College Dist.

2.4 **Colton Joint Unified School District.** The Colton Joint Unified School District administers the following special districts and funds and in addition to entering into this Agreement for itself is authorized to and has entered into and executed this Agreement on behalf of itself and the following:

Colton Joint USD

2.5 **Riverside-Corona Resource Conservation District.** The Riverside-Corona Conservation District administers the following special districts and funds and in addition to entering into this Agreement for itself is authorized to and has entered into and executed this Agreement on behalf of itself and the following:

Riverside-Corona Conserv Dist

2.6 **San Bernardino Valley Municipal Water District.** The San Bernardino Valley Municipal Water District administers the following special districts and funds and in addition to entering into this Agreement for itself is authorized to and has entered into and executed this Agreement on behalf of itself and the following special fund:

San Bern Valley MWD
3 **Property to be Conveyed for Development Consistent with Plans.** The LRPMP provides that pursuant to Health & Safety Code Section 34191.5(c)(2), the Property will be transferred by the Successor Agency to the City for disposition consistent with the Mixed Use Specific Plan that addresses development of the Property and the Grand Terrace General Plan. The Taxing Entities each acknowledge that in consideration of its share of the sale proceeds, upon each Taxing Entity’s receipt of its share of the sales proceeds from all or any portion of the Property, said Taxing Entity relinquishes and has no further interest in the Property or to the portion of the Property from which the sales proceeds were generated.

4 **Compensation Arrangement.** The City agrees that, consistent with the LRPMP, in connection with the conveyance of any of the parcels comprising the Property, made subsequent to the initial conveyance from Successor Agency to City, the City will remit the Net Unrestricted Proceeds to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for distribution to the Taxing Entities in accordance with each Taxing Entity’s pro rata share of the Tax Base of the Property as more specifically set forth in Exhibit “B” attached hereto. “Net Unrestricted Proceeds” shall mean the proceeds of sale received by the City for the sale of any parcel comprising the Property, less (i) costs incurred by City for expenses incurred in connection with the management and disposition of the Property conveyed, including without limitation, costs incurred for property management, maintenance, insurance, marketing, appraisals, brokers’ fees, escrow, closing costs, survey, title insurance, attorneys’ and consultants’ fees, and other reasonable costs incurred, including reasonable compensation for City staff performing functions associated with the management, maintenance and disposition of the Property, and (ii) any proceeds of sale that are restricted by virtue of the source of funds (e.g., grant funds or the proceeds of bonds) that were used for the original acquisition of the Property. Upon request, the City shall deliver to the Taxing Entities an accounting of all such costs, expenses and restricted proceeds.

5 **Sale Procedures and Proceeds.** The Parties acknowledge that City is obligated to convey the Property for development consistent with the LRPMP. The Parties further acknowledge that consistent with Senate Bill 470, prior to the disposition of the Property or any part thereof, the City may be obligated to hold a noticed public hearing and prepare a report that includes, among other things (i) an explanation of why the disposition will assist in the creation, retention, or expansion of job opportunities, increased property tax revenues, and the development of affordable housing, transit priority projects and sustainable development, and (ii) an explanation of the difference between the highest and best use value and the disposition price taking into consideration development constraints and requirements, and the covenants, conditions and development costs required by the sale or lease.

6 **Compensation Agreement.** Health and Safety Code Section 34191.3 provides that once an LRPMP has been approved by DOF, the LRPMP supersedes all other provisions of the statute relating to the disposition and use of the former redevelopment agency’s real property assets. With Oversight Board consent and DOF approval, the City and Successor Agency enter into this agreement with the Taxing Entities to address the disposition of the Property pursuant to this Long Range Property Management Plan. The Parties intend this Agreement to satisfy the requirement of California Health and Safety Code §34180(f)(1) and the LRPMP.

7 **Miscellaneous Provisions.**
7.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified on the signature pages to this Agreement or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by (i) personal delivery, in which case notice is effective upon delivery, (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt, or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

7.2 Heads, Interpretation. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties agree that 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 all Parties had prepared it.

7.3 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to City Council for consideration.

7.4 Entire Agreement. This Agreement, including all Exhibits attached hereto and incorporated herein by this reference, contains the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

7.6 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

7.7 No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

7.8 Parties Not Co-Venturers, Independent Contractor, No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of the Parties shall not be construed as a joint venture, equity venture, partnership or any other relationship.

7.9 Governing Law, Venue. This Agreement shall be governed by and construed in
accordance with the laws of the State of California without regard to principles of conflicts of 

laws. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior 

Court of San Bernardino County, California or in the Federal District Court for the Central 

District of California.

SIGNATURES ON FOLLOWING PAGES.
IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as indicated below.

CITY OF GRAND TERRACE, A MUNICIPAL CORPORATION

By: ____________________________

Name: __________________________

Title: __________________________

Attest by:

_______________________________
City Clerk

Approved as to form:

City Attorney

Address for Notices:
City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313
Attn: City Clerk

SIGNATURES CONTINUE ON FOLLOWING PAGES.
The undersigned authorized signatory hereby executes this Agreement:

SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF GRAND TERRACE, A PUBLIC ENTITY ESTABLISHED UNDER HEALTH AND SAFETY CODE 34173

By __________________________

Name __________________________

Title __________________________

Attest by:

______________________________
Agency Secretary

Approved as to form:

______________________________
Agency Attorney

Address for Notices:
Successor Agency
22795 Barton Road
Grand Terrace, CA 92313
Attn: City Clerk

SIGNATURES CONTINUE ON FOLLOWING PAGES.
The undersigned authorized signatory hereby executes this Agreement on behalf of each of the following entities and funds:

- County General Fund
- Educational Revenue Augmentation Fund
- Flood Control
- Flood Control Admin
- County Library
- County Fire District
- County Service Area 38

COUNTY OF SAN BERNARDINO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

By ___________________________

Name __________________________

Title __________________________

Attest by __________________________

Approved as to form.

County Counsel

Address for Notices:

SIGNATURES CONTINUE ON FOLLOWING PAGES
The undersigned authorized signatory hereby executes this Agreement on behalf of the following entities and funds:

Superintendent of Schools

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS

By ______________________

Name ______________________

Title ______________________

Attest by.

____________________________

Approved as to form.

____________________________

Address for Notices:

SIGNATURES CONTINUE ON FOLLOWING PAGES.
The undersigned authorized signatory hereby executes this Agreement on behalf of the following entities

San Bern Comm College Dist

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

By _______________________

Name _______________________

Title _______________________

Attest by

_______________________________

Approved as to form

_______________________________

Address for Notices

SIGNATURES CONTINUE ON FOLLOWING PAGES.
The undersigned authorized signatory hereby executes this Agreement on behalf of the following entities:

Colton Joint USD

COLTON JOINT UNIFIED SCHOOL DISTRICT

By: _____________________________

Name: ___________________________

Title: ____________________________

Attest by:

________________________________

Approved as to form:

________________________________

Address for Notices:

SIGNATURES CONTINUE ON FOLLOWING PAGES.
The undersigned authorized signatory hereby executes this Agreement on behalf of the following entities:

Riverside-Corona Conserv Dist.

RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT

By ____________________________

Name ____________________________

Title ____________________________

Attest by:

_______________________________

Approved as to form:

_______________________________

Address for Notices:

SIGNATURES CONTINUE ON FOLLOWING PAGES.
The undersigned authorized signatory hereby executes this Agreement on behalf of the following entities

San Bernardino Valley MWD

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: __________________________

Name __________________________

Title: __________________________

Attest by:

____________________________________

Approved as to form.

____________________________________

Address for Notices:

SIGNATURES CONTINUE ON FOLLOWING PAGES.
EXHIBITA

TAXING ENTITIES

County of San Bernardino
San Bernardino County Superintendent of Schools
San Bernardino Community College District
Colton Joint Unified School District
Riverside-Corona Conservation District
San Bernardo Valley Municipal Water District
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey Nikac, Executive Assistant to the Chancellor

DATE: January 28, 2016

SUBJECT: Consideration to Approve Conference Attendance

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

<table>
<thead>
<tr>
<th>NAME/DEPARTMENT</th>
<th>CONFERENCE NAME LOCATION TRAVEL DATES COST – Funding Sources</th>
<th>PURPOSE</th>
<th>RATIFICATION/AMENDMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jose Torres</td>
<td>California's Coalition for Adequate School Housing 37th Annual Conference</td>
<td>Sacramento, CA 02/21/16-02/24/16  $2,363.00 – Controller General Fund</td>
<td>This conference will provide District Vice Chancellor of Business &amp; Fiscal Services with an opportunity to share information with colleagues and network with key state agency representatives, legislative staff and other key policy makers on a variety of current topics, emerging issues, and best practices; as well as provide a venue to explore what may be next for the state facilities program, and how the District can continue to meet its facilities needs in the interim while maximizing existing funding opportunities.</td>
</tr>
</tbody>
</table>

OVERVIEW
Individual conference requests for professional growth and staff development for academic and classified staff are submitted by the campuses and the district office.
ANALYSIS

Faculty and staff attend conferences to obtain updated information on policies and procedures in their fields. In addition, conference attendance provides professional growth and staff development.

BOARD IMPERATIVE

I. Institutional Effectiveness
II. Resource Management for Efficiency, Effectiveness and Excellence
IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the 2015-2016 budget.
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO:       Board of Trustees
FROM:     Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Stacey Nikac, Executive Assistant
DATE:     January 28, 2016
SUBJECT:  Consideration of Approval to Accept Board Policies for First Reading

RECOMMENDATION

It is recommended that the Board of Trustees accept Board Policies for first reading. Administrative Procedures are submitted to the Board for information only.

BP 3510 Workplace Violence, BP/AP 4070 Course Auditing and Auditing Fees, BP/AP 5030 Fees, AP 5013 Students in Military, AP 7250 Educational Administrators, BP/AP 7340 Leaves

OVERVIEW

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

The SBCCD is constantly reviewing its Board Policies and Administrative Procedures to ensure compliance with Title 5, California Education Code and current district/college needs.

ANALYSIS

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

The attached Administrative Procedures have been modified and or reviewed and have gone through the collegial consultation process per Board Policy 2510.

BOARD IMPERATIVE

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

FINANCIAL IMPLICATIONS

None.
BP 3510 WORKPLACE VIOLENCE PLAN
(Replaces current SBCCD BP 3510)

The Board of Trustees is committed to providing a District work and learning environment that is free of violence and the threat of violence. The Board’s priority is the effective handling of critical workplace violence incidents, including those dealing with actual or potential violence.

The Chancellor is responsible for establishing administrative procedures that assure all employees are informed regarding what actions will be considered violent acts, and requiring any employee who is the victim of any violent conduct in the workplace, or is a witness to violent conduct to report the incident, and that employees are informed that there will be no retaliation for such reporting.

References: Cal/OSHA: Labor Code Sections 6300 et seq.;
8 California Code of Regulations Section 3203;
"Workplace Violence Safety Act of 1994" (Code of Civil Procedure Section 527.8 and Penal Code Section 273.6)

Adopted: 4/9/15
Revised: 6/11/15
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>BP 3510</td>
<td>11/23/15 - Legal Updates #27</td>
<td>The title of this policy was updated for clarity.</td>
<td>12/1/15 District Assembly agreed.</td>
</tr>
</tbody>
</table>
BP 4070  COURSE AUDITING AND AUDITING FEES
(Replaces current SBCCD BP 4070)

The District will provide students, who have been admitted to either college with opportunities to audit specific credit courses, with the permission of the instructor.

The fee for auditing courses shall be set per relevant education code 76370 and Title V. Students enrolled in classes to receive credit for ten or more semester credit units shall not be charged a fee to audit three or fewer semester units per semester.

No student auditing a course shall be permitted to change his/her enrollment to receive credit for the course.

Priority in class enrollment shall be given to students enrolled in the course for credit toward a degree or certificate.

Reference: Education Code Section 76370

Adopted: 5/13/04
Revised: 10/9/14
<table>
<thead>
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<tr>
<td>BP 4070</td>
<td>11/23/15 – Legal Update #27</td>
<td>The title of this BP was updated for clarity.</td>
<td>12/1/15 – District Assembly Agreed</td>
</tr>
</tbody>
</table>
AP 4070  COURSE AUDITING AND AUDITING FEES

Application/Enrollment
a. Students who have been admitted to one of the colleges in the District are eligible to apply to audit courses at the college to which they have been admitted.
b. Students must meet all course prerequisites. It is the responsibility of the student to provide the instructor with documentation that the prerequisite(s) has been satisfied.
c. Auditing enrollment is permitted only on a space available basis.
d. A student may enroll in a course for audit only if he/she has not enrolled in that course for credit during the same semester.

Process
a. Students shall complete an audit application.
b. Any instructor may refuse auditing without explanation.
c. Credit students will always receive registration priority and space in the classroom over student(s) that are auditing the course.
d. Once audit enrollment is completed, no student will be permitted to change his/her enrollment from audit to receive credit nor is a student permitted to change enrollment from credit to audit.

Fees
a. The fee for auditing will be assessed as determined by the current approved fee under the Education Code. A student enrolled for credit in ten (10) or more semester credit units will not be charged a fee to audit three (3) or fewer units per semester.
b. Students must also pay all mandatory fees.
c. Audited classes do not count toward units for financial aid, veteran's benefits, full time student status, or any other purpose.
d. No refund will be permitted after enrollment per BP/AP 5033.
e. Classroom attendance of students auditing a course shall not be included in computing the apportionment due to the District.

Attendance and Participation
a. The instructor will determine classroom policies for students who audit: including attendance, participation, assignments, and the evaluation of course work. However, students must also pay other required fees.

Reference: Education Code Section 76370

Approved: 10/9/14
## COMMENTS

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<tr>
<td>AP 4070</td>
<td>SBVC Vice Presidents</td>
<td>Line 47 – Rephrase statement to: &quot;However, students must also pay other required fees.&quot;</td>
<td>12/1/15 District Assembly Agreed</td>
</tr>
<tr>
<td>AP 4070</td>
<td>11/23/15 – Legal Update #27</td>
<td>The title of the AP was updated for clarity.</td>
<td>12/1/15 District Assembly Agreed</td>
</tr>
</tbody>
</table>
BP 5030 FEES

(Replaces current SBCCD BP 5030 and BP 5033)

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

Enrollment Fee (Education Code Section 76300)

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

Course Auditing Fees (Education Code Section 76370)
Persons auditing a course shall be charged a fee of $15.00 per unit per semester. The fee amount shall be adjusted proportionally based upon the term length. Students enrolled in classes to receive credit for 10 or more semester credit units shall not be charged this fee to audit three or fewer units per semester.

Parking Fee (Education Code Section 76360)
Students and employees shall be required to pay a fee, in an amount not to exceed $75.00 - annual permit; $30.00 - one semester ($20 BOGG student); $15.00 - summer session; or $2.00 - daily for parking services.

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

Instructional Materials (Education Code Section 76365; Title 5 Sections 59400 et seq.)
Students may be required to provide required instructional and other materials for a credit or non-credit course, provided such materials are of continuing value to the student outside the classroom and provided that such materials are not solely or exclusively available from the District. (See BP/AP 5031 titled Instructional Materials Fees)
Physical Education Facilities (Education Code Section 76395)
Where the District incurs additional expenses because a physical education course is
required to use non-district facilities, students enrolled in the course shall be charged a
fee for participating in the course. Such fee shall not exceed the student’s calculated
share of the additional expenses incurred by the District.

Student Representation Fee (Education Code Section 76060.5)
Students will be charged a $1 fee per semester to be used to provide support for
student governmental affairs representation. A student may refuse to pay the fee for
religious, political, financial or moral reasons and shall submit such refusal in writing.

Student Transportation Costs (Education Code Section 76361)
Students shall be charged a fee for the purpose of recovering transportation costs
incurred by the District for services provided by common carriers to students. The fee
shall be $7.50 for 6 or more credits or $7.00 for less than 6 credits. These fees will only
be paid by students who use the transportation services, unless a vote of the students in
accordance with the Education Code establishes otherwise.

Transcript Fees (Education Code Section 76223)
The District shall charge a reasonable amount for furnishing copies of any student
record to a student or former student. The Chancellor is authorized to establish the fee,
which shall not to exceed the actual cost of furnishing copies of any student record. No
charge shall be made for furnishing up to two transcripts of students’ records, or for two
verifications of various records. There shall be no charge for searching for or retrieving
any student record.

International Students Application Processing Fee (Education Code Section 76142)
The District shall charge students who are both citizens and residents of a foreign
country a fee to process his/her application for admission. This processing fee and
regulations for determining economic hardship may be established by the Chancellor.
The fee shall not exceed the lesser of 1) the actual cost of processing an application
and other documentation required by the U.S. government; or 2) one hundred dollars
($100), which shall be deducted from the tuition fee at the time of enrollment.

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

References: Education Code Sections 76300 et seq., 76370, 76355, 76360, 76365,
76395, 76060.5, 76361, 76223, and 76142;
Title 5 Sections 59400 et seq., 58520
ACCJC Accreditation Standard I.C.6
Adopted: 6/10/04 (for BP 5030) and 4/8/04
(for BP 5033)

Revised: 11/13/14, 6/11/15
## COMMENTS

<table>
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<tr>
<td>BP 5030</td>
<td>11/23/15 – Legal Update #27</td>
<td>This policy was updated to add a new fee that must be charged for students enrolled in a baccalaureate degree pilot program. (not applicable to the District). Added &quot;Course&quot; to line 23 for clarity.</td>
<td>12/1/15 – District Assembly Agreed</td>
</tr>
</tbody>
</table>
AP 5030  FEES
(Replaces current SBCCD AP 5030 and AP 5033)

Required fees include:

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

Fees authorized by law include:

- Non-District physical education facilities (Education Code Section 76395)
- Noncredit courses (Education Code Section 76385)
- Community service courses (Education Code Section 78300)
- Auditing of courses (Education Code Section 76370)
- Instructional materials (Education Code Sections 73365, 81457, and 81458; Title 5 Sections 59400 and 59408)
- Athletic insurance (Education Code Section 70902(b)(9))
• Cross-Enrollment with the California State University (CSU) or University of California (UC) (Education Code Section 66753)
• Health (Education Code Section 76355)
• Parking (Education Code Section 76360)
• Transportation (Education Code Sections 76361 and 82305.6)
• Student representation (Education Code Section 76060.5; Title 5 Sections 54801 and 54805)
• Student Center (Education Code Section 76375; Title 5 Section 58510)
• Copies of student records (Education Code Section 76223)
• Dormitory (Education Code Section 81670)
• Child care (Education Code Sections 79121 et seq. and 66060)
• Nonresident capital outlay (Education Code Section 76141)
• Nonresident application processing (Education Code Section 76142)
• Credit by Examination (Education Code Section 76300; Title 5 Section 55050)
• Use of facilities financed by revenue bonds (Education Code Section 81901(b)(3))
• Refund processing (Title 5 Section 58508)
• Telephone registration (Education Code Section 70902(a))
• Physical fitness test (Education Code Section 70902(b)(9))
• Instructional Tape Lease/Deposit (Education Code Section 70902(b)(9))
• Credit Card Use (Education Code Section 70902(b)(9))
• International Student Medical Insurance (Education Code Section 70902(b)(9))

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

Collection and Refund of Fees

A. Associated Students Discount Sticker
   $9.00 - CHC
   $7.50 - SBVC
   $4.00 - Replacement for lost card

B. Breakage/Lost Property Fee
   Replacement cost of item(s) broken or lost

C. Campus Center Fee
   $1.00/unit (not to exceed $10 per fiscal year)

D. Capital Outlay Fee for Students on a Visa
   $41.00/unit

E. Catalog
   $6.00 - purchased on campus

F. Credit by Examination
   $20.00 plus class unit fee

G. Document Fee Handling
   $40.00 per hour for personnel time to find, retrieve, copy and re-file requested
   documents;
   minimum charge of 1 hour
   $0.15 per side copy cost
   Fees must be paid prior to document release

H. Enrollment Fee
   $46.00/unit – California Resident
   $162.00/unit – Non-California Resident

I. Insufficient Funds Check
   $15.00

J. International Student Application
   $25.00 (nonrefundable)

K. Key Deposit/Replacement
$15.00 plus cost of rekeying if needed (metal/electronic key)

L. Learning Center Reproduction Fees, SBVC
    $0.20 - Laser printout: text, black and white printer
    $0.50 - Laser printout: graphics, black and white printer (over ½ page)
    $1.00 - Laser printout: graphics and/or text, color
    $2.00 - Scan text or graphics to disk, per scan

M. Library Fines – SBVC/CHC
    $0.10 - Books: per day for 50 days; after 50 days, bill $5 fine plus the
            replacement value $0.25 - Reserve Books/Multimedia: per hour to a maximum of
            the replacement value of the reserve materials; after 14 days, bill $5 fine plus the
            replacement value
    $0.50 - Videos: per day for 50 days; after 50 days, bill $5 fine plus the
            replacement value
    $0.10 - Per page for laser printout of Internet, CD ROM, Periodicals
    $2.00 - replacement for lost library card

N. Parking Permit Fees (students, faculty, and staff)
    $75.00 - annual permit
    $30.00 - one semester ($20 BOGG student)
    $15.00 - summer session
    $2.00 - daily

O. Parking Violation Fees
    $ 50.00 - illegal parking
    $ 50.00 - decal violation
    $275.00 - handicap violation

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

Q. Replacement – Diploma/Certificate
    $10.00

R. Schedule of Classes
    $3.00 - mailed in U.S. only

S. Student Health and Accident Insurance
    $19.00 - per semester (includes $1.50 accident insurance)
    $16.00 - summer session (includes $1.50 accident insurance)
    $1.50 - accident insurance only

T. Student Representation
    $1.00
U. Supplemental Health Services Fee
$10.00 - TB skin test (one-step test)
$10.00 - TB skin test (two-step test)
At cost - All Vaccines
$25.00 - Physical Exams
$50.00 - DMV Physical Exams
At cost - Prescription medications
At cost - In-house Lab Tests
At cost - Lab Test sent to external lab
At cost - Optional Medical Procedures
At cost - Optional Medical Supplies
$8.00 - Vision screening (Titmus vision tester)
$2.00 per item - Duplication of medical records
$10.00 - Hearing Screening (Audiometer)
At cost - Birth Control Pills

V. Testing Fees
$200.00 - Paramedic National Registry Testing
$25.00 - Retest per skill
$10.00 - CPR card
Repeat course from Career Tech Department
0.5 units - $12.00
1.0 units - $23.00
2.0 units - $46.00
3.0 units - $70.00

W. Transcripts/Verification
No cost - First two transcripts
$10.00 - Additional transcripts
$8.00 - 24-hour requests for transcripts
$20.00 - Immediate requests for transcripts
$5.00 plus cost - Online transcripts

X. Transportation Fee
Students registering for Spring or Fall semester to pay:
$7.50 for 6 or more credits
$7.00 for less than 6 credits

Y. Crafton Hills College Recreation Fee
Students registering for CHC for Spring, Fall, or Summer semesters have the option to pay for the use of the aquatic and fitness centers:
$8.00 per semester

Fee Refunds
A. Designated Fees

This regulation covers the following fees:

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

B. Conditions

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

C. Military Service Exception

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

D. Refund Schedule

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

1. Fees collected in error

   Fees collected in error will be refunded in their entirety.

2. Class cancelled by the college

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

3. Withdrawal from the College
   a. Enrollment Fee/Nonresident Tuition
If a student withdraws during the first two weeks of a full-term class or during the first 10% of a short-term class, enrollment fees or nonresident tuition fees will be refunded.

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

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

4. Unit Reduction

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

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

E. Refund Processing Fee

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

Waiver of Fees

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

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

Approved: 4/11/13
Revised: 10/9/14, 5/14/15
<table>
<thead>
<tr>
<th>BP or AP #</th>
<th>Representative group</th>
<th>COMMENT</th>
<th>RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>AP 5030</td>
<td>Interim Vice Chancellor, Business &amp; Fiscal Services – 2/24/15</td>
<td>Line 153 - $130 75.00 – annual permit (staff only) Line 154 - $ 52 30.00 – one semester ($3029 BOGG student) Line 155 - $ 26 16.00 – summer session Line 156 - $ 5 2.00 – daily</td>
<td>Changes were approved 5/14/15</td>
</tr>
<tr>
<td>AP 5030</td>
<td>11/23/15 – Legal Update #27</td>
<td>This procedure was updated to add a provision allowing districts to waive enrollment fees that were not collected due to a district's error in awarding a Board of Governors Fee Waiver to an ineligible student. This procedure was also updated to include baccalaureate degree pilot program fees as a required fee.(BA fee is not applicable to our district)</td>
<td>12/1/15 – District Assembly Agreed</td>
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San Bernardino Community College District
Administrative Procedure
Chapter 7 – Human Resources

AP 7250 EDUCATIONAL ADMINISTRATORS
(Replaces current SBCCD AP 7250)

NOTE: This procedure is optional. BP 7250 titled Educational Administrators addresses legal requirements related to educational administrators. Local practice may be inserted, if any, beyond Board policy.

From current SBCCD AP 7250 titled Management Employees

NOTE: Recommend deleted the language shaded in gray as it broadly discusses hiring all categories of employees and this procedure only pertains to classified employees.

The San Bernardino Community College District seeks a qualified and diverse administration, faculty, and staff dedicated to student success. The District is committed to an open, inclusive, and lawful, hiring process that supports the goals of diversity and equal opportunity providing equal consideration and opportunities for all qualified candidates. The goal of every hiring process is to select the most qualified candidate who best meets the needs of our students both directly and indirectly.

The administration, faculty, and staff recognize the importance of an effective hiring process that reflects mutual professional responsibility and interest in achieving the common goal of hiring outstanding employees who will enhance the learning experience for all students and fulfill the mission and goals of the College and the District.

RECRUITMENT AND HIRING (NOTE: Also see new BP/AP 7120 titled Recruitment and Hiring)

HIRING QUALIFICATIONS

The San Bernardino Community College District has established the following hiring qualifications for all classified management educational administrator positions:
A. Demonstrated sensitivity to, understanding of, and respect for the diverse academic, socio-economic, cultural, disability, religious, sexual orientation, and ethnic backgrounds of community college students.

B. Meet the minimum qualifications as stated in the job description.

C. Commitment to participate in the collegiate consultation process of the College and the District.

D. See BP/AP 3410 Nondiscrimination to ensure the most up-to-date protected classes are addressed.

GENERAL HIRING PROVISIONS

A. Approval to Fill a Position

Requests to fill new or vacant positions must be processed through the appropriate administrator, College President, Fiscal Services and the Office of Human Resources, and must receive the approval of the Vice Chancellor of Human Resources & Employee Relations or Designee. All management positions shall be approved by Chancellor’s Cabinet prior to being announced.

B. Online Employment Application Process

The Office of Human Resources implemented this system in order to automate and streamline many of the paper-driven aspects of the employment application process. All requested positions must be submitted through the Online Application System. After the requested information for the vacant position is filled out and submitted, the request will then be approved by the appropriate administrators. The receipt of the Personnel Requisition Form by the Office of Human Resources and budget authorization by Fiscal Services indicates approval to begin the recruitment process.

C. Recruitment

The District shall maintain a program of verifiable Equal Employment Opportunity recruitment of qualified members of historically underrepresented groups in all job categories and classifications, including but not limited to faculty, classified and confidential employees; categorically funded positions; and all other executive, administrative and managerial positions.

D. Job Announcements

Job announcements shall clearly state job specifications setting forth the knowledge, skills, and abilities necessary for job performance. All job specifications which the District wishes to utilize shall be reviewed by the appropriate administrator and the Office of Human Resources before the position
is announced to ensure conformity with the requirements of Title 5 and both State and Federal non-discriminatory laws. The content of the job announcement is the responsibility of the appropriate administrator and the Office of Human Resources and must be approved by the Vice Chancellor of Human Resources & Employee Relations or Designee.

The position announcement must include the following:

1. A description of the duties and responsibilities;

2. Minimum qualifications;

3. Additional desirable qualifications that are job related and support the responsibilities of the position;

4. Provision for presentation of qualifications that are equivalent to the minimum qualifications;

5. Notification of testing if required; and

6. Legal qualifiers, established by the Office of Human Resources to comply with Federal, State, and District regulations (e.g. Title 5, Title VII, EEO and ADA).

E. Pre-Screening Process

The Office of Human Resources will pre-screen the applications to ensure that applicants meet minimum qualifications and requirements as set forth in the position announcement and, on that basis, will certify the “qualified” pool of applicants.

F. The Screening Committee

1. The appropriate administrator in consultation with the Office of Human Resources will designate the composition of the Screening Committee to ensure appropriate representation from the affected department.

2. The Screening Committee for management positions shall have no less than three (3) and no more than nine (9) members who have been trained by the Office of Human Resources.

3. All Screening Committee members must receive training on equal opportunity, diversity, and the employment process for each Screening Committee on which they serve. Such training will be provided by the Office of Human Resources.
4. The majority of the members shall be those with applicable knowledge in the job category or classification with at least one member being directly from the affected department.

5. Every Screening Committee shall have at least one management member and one California Schools Employee Association (CSEA) appointee and when appropriate, an appointee from the Academic Senate.

6. The administrator of the vacant position will appoint the remaining members of the Screening Committee. Each Screening Committee will also include an Equal Employment Opportunity representative designated by the Office of Human Resources.

7. The Equal Employment Opportunity representative's role and responsibility is to maintain confidentiality and ensure the hiring process remains fair and equitable.

8. Every effort must be made to incorporate broad representation on every Screening Committee to bring a variety of perspectives to the screening process.

9. The appropriate administrator of the vacant position submits the membership of the Screening Committee to the Office of Human Resources for approval.

G. Interview Process

1. In cases where fewer than three (3) candidates are invited for interview, the Screening Committee Chair shall provide written justification to the Office of Human Resources.

2. The screening Committee develops job related interview questions. All questions will be reviewed by the Vice Chancellor of Human Resources & Employee Relations or designee. All Interview questions are confidential.

3. The Screening Committee will determine the candidates, date, and time to interview.

4. The Office of Human Resources will contact the candidates to be interviewed. The appropriate administrator will coordinate with the Office of Human Resources the arrangements for the time and place of the interview.
5. The interview will be conducted by the members of the Screening Committee. Each candidate will be asked the same questions, in the same way, for a fair and consistent basis in assessing all the interviewees.

6. All Screening Committee members must sign a confidentiality statement prior to the interviews and are required to fill out an evaluation form and rank all interviewees.

7. If a Screening Committee member is absent from any part of the interview process, that member is disqualified from any future participation unless otherwise determined by the Vice Chancellor of Human Resources & Employee Relations.

8. After the 1st level interviews are concluded, each member of the Screening Committee will evaluate the qualifications of the interviewees. The EEO representative will be responsible for all documentation of the interview and recommendation. The Screening Committee will identify strengths and concerns of all candidates advancing to 2nd level interviews.

9. The supervisor may participate on the 1st level interviews on recommendation of the appropriate administrator. In unique situations where the only representative of the affected department is the supervisor, the Office of Human Resources will assess the particular circumstance.

10. The Screening Committee will recommend at least three (3) candidates to the appropriate administrator for 2nd level interviews. The Screening Committee shall recommend no less than three (3), unless fewer were interviewed or unless the Screening Committee Chair presents written justification for submitting fewer than three (3) for 2nd level interview.

11. Second level interviews will be convened for all finalists by the appropriate administrator or designee.

12. The Office of Human Resources will contact the finalists to be interviewed at 2nd level and communicate the arrangements for the time and place for the interview, as determined by the appropriate administrator or designee.

H. Selection Process

The appropriate administrator and designee shall select one of the finalists, who is best qualified to fill the position and shall recommend such person to the Chancellor.
The appropriate administrator will submit an online notification to the Office of Human Resources to forward the screening to the Board of Trustees for approval.

I. Reference Check

Upon receipt of the selected candidate, the Office of Human Resources or the College President will conduct reference check in accordance with the policies and principles of Equal Employment Opportunity.

The Office of Human Resources will contact the successful candidate to make a provisional offer of employment, contingent upon passing the Department of Justice clearance, pre-employment physical, and Board of Trustee approval.

Once the successful candidate has accepted the offer, the Office of Human Resources will notify the unsuccessful candidates in writing of non-selection.

EMPLOYMENT REQUIREMENTS

All management employees will be required to comply with all federal, state, and local requirements for employment.

A. Fingerprints (NOTE: This is addressed in new See AP 7337 titled Fingerprinting)

1. All managers shall be required to provide fingerprint cards at the time of hire. The cost of the fingerprinting shall be borne by the employee.

2. Substitute and temporary employees employed for less than a school year are exempted from the provisions of this policy.

B. Examination for Tuberculosis (NOTE: This is addressed in new See AP 7336 titled Certification of Freedom from Tuberculosis)

1. New Employees:

All management employees of the San Bernardino Community College District must file with the District a certificate of evidence showing the employee was examined and found free from active tuberculosis. This evidence must be filed prior to the date of the original employment. An intradermal tuberculin test is provided free of charge at each college Health Services Office. Any charge for an exam by an outside agency will be borne by the employee.

2. Renewals:
a. Thereafter, all employees shall be required to undergo an X-ray of the lungs or an approved intradermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs every four years. Intradermal tests are available as described above.

b. Notice of renewal requirements shall be the responsibility of the District Personnel Office and will be mailed to the home 45 days prior to the expiration date.

c. Adequate release time from the employee's workstation will be allowed to comply with this requirement.

d. Failure to comply may result in immediate suspension without pay until such time as the employee undergoes such an examination and presents evidence thereof to school officials.

e. Requests for exemptions for religion or other reasons will not be approved.

C. Loyalty Oath

All management personnel will be required to sign the legally prescribed oath of allegiance upon employment with the District.

D. Employment Eligibility Verification I-9 (NOTE: This is addressed in new See AP 7125 titled Verification of Eligibility for Employment)

All new employees are required to satisfy the requirements of the Employment Eligibility Verification Form I-9.

E. Scheduling of Interviews

Applicants who are invited for an initial interview and who live more than 200 miles away will be scheduled for an interview with the college president or chancellor, if possible, in addition to the committee interview on the same day as the initial interview.

Finalists who are invited for a second interview and live more than 200 miles away will be reimbursed for actual travel and meal expenses incurred as set forth in the Employee Travel Policy.

HOURS OF EMPLOYMENT

A. The workweek for all management personnel shall be a minimum of forty (40) hours.
B. No overtime or compensatory time off will be granted for overtime necessary in the performance of management duties.

PROFESSIONAL GROWTH (NOTE: This is addressed in new See BP/AP 7160 titled Professional Development)

A. Management personnel on the management salary schedule shall be eligible for tuition cost reimbursement from an accredited institution.

B. Reimbursement will only be given for courses completed with a grade of "C" or better, "credit", or equivalent grade, which pertains to their management position.

C. Such reimbursement shall not exceed costs of 18 semester units of course work per year.

D. Reimbursement shall not be allowed for courses carrying zero units.

E. No tuition cost paid by the District is to exceed 80% of a per unit basis cost of similar course work at the University of California.

F. All courses/programs for which a manager seeks tuition reimbursement must have prior approval of the Chancellor and the Board.

MANAGEMENT EVALUATION (NOTE: This is addressed in new BP/AP 7150 titled Evaluation)

All management employees shall be evaluated in accordance with these procedures and Board Policy 7251.7150.

A. Frequency of Evaluation

Each manager will be evaluated once per year for the first two years of employment, and every three years thereafter. Evaluations may be held on a more frequent basis when significant deficiencies are noted.

B. Goals/Objectives

Each manager will meet with his/her supervisor at the beginning of each academic year to review the goals and objectives set for the prior year and to discuss the extent to which the goals and objectives were met. They will review the job description and, by mutual agreement, revise, update, or set new short- and long-range goals and objectives.

C. Evaluation Committee
By September 1 of each year of required evaluation, the supervisor and employee will meet and mutually agree upon the formation of an evaluation committee.

In the case of campus-level managers, the committee shall include the immediate supervisor as chairperson, one manager appointed by the President, one faculty member appointed by the Academic Senate, and one classified employee appointed by CSEA as appropriate to the job assignment. In each case, the manager will nominate three individuals from each category, (management, faculty and classified), from which the appointments shall be made.

In the case of the College Presidents, the committee shall include the immediate supervisor as chairperson, one manager appointed by the Chancellor, two faculty members appointed by the Academic Senate, and one classified employee appointed by CSEA as appropriate to the campus. In each case, the President will nominate three individuals from each category, (management, faculty and classified), from which the appointments shall be made.

In the case of the district-level managers, the committee shall include the immediate supervisor as chairperson, one manager appointed by the Chancellor, one faculty member appointed by the Academic Senate at San Bernardino Valley College, one faculty member appointed by the Academic Senate at Crafton Hills College, and one classified employee appointed by CSEA as appropriate to the job assignment. In each case, the manager will nominate three individuals from each category, (management, faculty and classified), from which the appointments shall be made.

D. Campus/District Survey

As appropriate to the assignment, the committee shall seek written feedback from the campus and/or district community. In obtaining this feedback, the committee shall use an evaluation form approved by the Board of Trustees. Using the approved form, the committee shall seek input from applicable managers, faculty, classified staff and any others who are in a position to know how effectively the manager is performing assigned responsibilities. To assist in this task, the manager will provide the committee with a preliminary list of those with whom he/she interacts with on a regular basis. Responses on the approved form shall be signed, and the committee shall prepare a consolidated summary of the ratings and comments. Original survey documents will be destroyed once the consolidated summary is prepared. A copy of the consolidated summary will be made available to the manager at the conclusion of the evaluation procedure.

E. Evaluation Committee Meeting
Prior to the evaluation conference, the person being evaluated will submit to the supervisor a written self-evaluation of his/her performance, which shall be based on the approved job description and previously established, mutually agreed upon goals and objectives. The employee may submit a portfolio of representative work, or any other items he/she considers appropriate.

The supervisor and the evaluation committee will meet to consider the self-evaluation, the campus/district survey, and any additional material submitted by the manager. The committee may consider any other documents or information sources which they agree are appropriate.

F. Evaluation Report

The committee will produce a written evaluation no later than November 15. The report shall include:

1. A summary of duties from the job description, which shall serve as a basis for the evaluation.

2. A summary list of the goals and objectives from the prior year that have been mutually agreed upon by the manager and his/her supervisor.

3. An assessment of the extent to which the manager meets his/her stated goals and objectives.

4. An assessment of the management strengths of the manager.

5. The identification of any areas in which the manager can improve his/her performance or management skills.

The written report shall specify one of the following:

1. Commendation for superior performance;

2. Confirmation of satisfactory performance;

3. Recommendation for improvement and/or further evaluation as indicated by unsatisfactory performance.

The evaluation record shall be read and signed by the manager, the immediate supervisor, and the responsible evaluators before being placed in his/her file. The manager shall receive a copy of the evaluation report, and will have an opportunity to attach a written response within fifteen working days. The response may offer clarification, additional information, or a rebuttal, as the person being evaluated may wish. An official file of evaluation reports shall
be maintained in the District Personnel Office. Evaluation reports shall not be retained in the file beyond a four-year period if the manager requests that they be expunged.

There will be only three copies of a completed evaluation. One copy will remain in the possession of the manager being evaluated, one copy will remain with the immediate supervisor, and the original will become a part of the official file in the Personnel Office.

G. Procedures in the Case of Unsatisfactory Performance of Responsibilities

When a manager's performance is judged unsatisfactory, corrective measures will be initiated. The manager shall develop a work plan with measurable goals, objectives and a timetable to correct the areas judged unsatisfactory. This work plan shall be reviewed and approved by the immediate supervisor who shall be responsible for monitoring and assisting the manager with the corrective measures. If desired, the immediate supervisor will work with the manager to identify a mentor to provide guidance and advice.

In order to ascertain the extent to which corrective measures have succeeded, the re-evaluation of the manager shall be undertaken as soon as deemed appropriate by the supervisor, but in no case later than six months after the initial findings of the evaluation committee. The re-evaluation process shall include the submission of new goals and objectives to the immediate supervisor, the formation of a new evaluation committee, the collection of new survey data, and the preparation of an updated evaluation report that assesses the progress (or lack of progress) made since the last evaluation.

H. Nonrenewal of Contract, Dismissal, or Penalty of Limited Duration

In the case of unsatisfactory progress following re-evaluation, managers shall be notified of contract nonrenewal, dismissal, or penalty of limited duration by action of the Board of Trustees in accordance with the Education Code.

VACATIONS (See BP/AR 7340 titled Leaves)

A. Management employees earn vacation at the rate of 1.91 days per month for each complete month of service. In determining vacation accrued at the end of any calendar month, the product of 1.91 X months worked shall be rounded to the nearest whole number.

B. All vacation computation is based on a fiscal year of July 1 to June 30.
C. New employees with an employment date other than the first working day of the month shall not start accruing vacation until the first working day of the following month of employment.

D. Each July all management employees shall be notified by the Payroll Department of their June 30 accrued vacation credits. Management employees can accrue vacation credits up to 46 days. Once vacation credits reach the maximum accrual level no more vacation credits will be earned.

E. Vacations will be set at the convenience of both the employee and the District, and are subject to the approval of the manager to whom he/she is responsible, and the Campus President or Chancellor, as appropriate.

F. Upon leaving the employment of the District, a management employee shall be entitled to lump sum compensation for earned and unused vacation at his/her current salary. Payment shall be made up to the accrued number of vacation days not to exceed forty-six (46) days.

LEAVES OF ABSENCE (See BP/AP 7340 titled Leaves) (NOTE: The information in the following section could be addressed in new AP 7340)

A. Professional Growth - A leave of absence for professional growth and study shall be provided for managers. Such leave shall be for a period of two months at full pay.

1. Managers must have completed six years of service with the District, two of which must have been in a management position.

2. Such leave will be at the convenience of the District and is subject to approval by the Board upon recommendation by the Chancellor.

3. Application

a. An application for professional growth leave shall be submitted for approval by February 1st of the year proceeding the fiscal year in which the leave is to be taken. Approval or denial shall be made prior to June 1st of the same year.

b. Employees who meet the eligibility requirements will make application to the Chancellor after having secured the endorsement of their immediate supervisor and the college president when applicable.

c. Applications will be evaluated on the following factors:

(1) Purpose of the leave
(2) Value to the District

(3) Convenience to the District

d. If the number of applications exceeds the allowable leaves (see below), resolution and selection will be based on the following:

(1) Length of service with the District

(2) Length of time since last leave

4. Conditions

a. Managers/administrators are not eligible for faculty sabbatical leaves.

b. Granting of a professional growth leave shall not adversely affect the implementation of the faculty sabbatical leave policy.

c. Acceptance of a leave under this policy removes the recipient from the eligibility list for a period of at least an additional six years.

d. Not more than three managers from SBVC, one from CHC, and one from Central Services shall be granted leave in any one fiscal year. No more than three managers from the entire District shall be on leave at the same time.

e. For the purpose of this procedure, administrative management groups are defined as follows:

(1) Central Services

(2) College--Instruction, Student Services

f. Leaves granted in each administrative/management group listed in above shall be limited to the number of persons that may be on leave at one time as follows:

(1) Groups with three managers or less--1

(2) Groups with four through seven managers--2

(3) Groups with over seven managers--3
g. The president of either campus shall not be on professional
growth leave at the same time as the manager responsible for
instructional administration.

h. Duties of the manager(s) on leave are to be assumed and
performed by other members of management for the period of the
leave at no additional cost to the District when possible.

B. Sick Leave

1. Every full-time, 12-month management employee employed 5 days a
week shall be entitled to 12 days leave of absence for illness and injury
per year.

2. A management employee, employed 5 days a week, who is employed
for less than a full fiscal year, is entitled to that proportion of 12 days leave
of absence for illness or injury as the number of months he/she is
employed bears to 12.

3. A management employee, employed less than 5 days per week, shall
be entitled for a fiscal year of service to that proportion of 12 days leave of
absence for illness or injury as the number of days he/she is employed per
week bears to 5. When such person is employed for less than a full fiscal
year of service, this and the preceding paragraph shall determine that
proportion of leave of absence for illness or injury to which he/she is
entitled.

4. Pay for any days of such absence shall be the same as the pay that
would have been received had the employee served during the day.

5. Credit for leave of absence need not be accrued prior to taking such
leave by the employee and such leave of absence may be taken at any
time during the year.

6. If an employee does not take the full amount of leave allowed in any
year under this policy, the amount not taken shall be accumulated from
year to year.

7. The Board may require proof of illness or injury for the purposes of this
policy.

C. Maternity Leave

1. A manager may use sick leave for absences necessitated by
pregnancy, miscarriage, childbirth, and recovery therefrom. The length of
absence, including the date on which the leave shall commence and the
date on which the employee shall resume duties, shall be determined by
the employee and the employee's physician.

2. Disabilities caused or contributed to by pregnancy, miscarriage,
childbirth, and recovery therefrom are, for all job-related purposes,
temporary disabilities, and shall be treated as such under any health or
temporary disability insurance or sick leave.

3. This provision shall be construed as requiring the District to grant leave
with pay only when it is necessary to do so in order that leaves of absence
for disabilities caused or contributed to by pregnancy, miscarriage, or
childbirth be treated the same as leaves for illness, injury, or disability.

D. Bereavement Leave

1. Every person employed in a management position is entitled to a paid
leave of absence, not to exceed 3 days, or 5 days if travel out-of-state or a
round trip of over 500 miles is required, on account of the death of any
member of his/her immediate family.

2. Member of the immediate family means the mother, father, grandparent
or a grandchild of the employee or the spouse of the employee, and the
spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law
or sister, sister-in-law of the employee, or any relative living in the
immediate household of the employee.

E. Personal Necessity Leave

1. Any days of leave of absence for illness or injury allowed pursuant to
the District sick leave policy may be used by the employee at his/her
election in cases of personal necessity.

2. Request for such personal necessity leave shall be submitted to the
Chancellor or designee prior to the absence, explaining the specific nature
of the personal emergency.

3. The employee shall not be required to secure advance permission for
leave taken for any of the following reasons:

   a. Death or serious illness of a member of his/her immediate family.

   b. Accident, involving his/her person or property, or the person or
      property of a member of his/her immediate family.

F. Industrial Accident and Illness Leave
1. Employees must have served in the District a minimum of 9 months.

2. Industrial accident or illness leave of absence shall not exceed 60 days in any one fiscal year for the same accident or illness.

3. Allowable leave shall not accumulate from year to year.

4. Industrial accident or illness leave shall commence on the first day of absence.

5. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness.

6. When an accident or illness overlaps in the next fiscal year, the employee is entitled only to the balance of the 60 days not used.

7. At such time that the employee has used his/her full entitlement of 60 days industrial leave, he/she may use his/her accumulated sick leave. Sick leave will be used at a rate equal to the pay received from the District less any contribution from Worker's Compensation.

8. Evidence must support the fact that the illness or accident arose out of employment. The Board of Trustees may require a physician's report on probable cause.

9. Management employees shall submit information regarding the nature and causes of all absences in order that adequate personnel records may be maintained.

G. Military Leave

Permanent employees or probationary employees whose combined District service and military service total one full year shall be entitled to full pay for the first 30 calendar days of absence for reserve training in any one fiscal year. Such leave must be verified by a copy of the military orders requiring military pay.

H. Jury Duty Leave

When a management employee is absent because of a mandatory court appearance as a juror, said employee shall suffer no monetary loss by reason of said service. Such employee shall receive his/ her regular salary (upon receipt by the District of a valid jury duty verification), but shall reimburse to the District jury duty payment received from the court, excluding reimbursement for mileage.

I. Unpaid Leave
An unpaid leave of absence may be granted by the Board upon the recommendation of the Chancellor subject to the following provisions:

1. A request for leave that clearly articulates the terms and conditions requested must be submitted to the immediate supervisor. The supervisor will act upon the request and, in the case of a favorable response, will forward the request through the appropriate channels. If the immediate supervisor opposes the leave, he/she shall notify the applicant within 15 working days of the date of submission. Applicants who are denied leave have the right to appeal through the usual organizational channels.

2. No more than one full-year of unpaid leave will be granted to an employee, and such leave shall not extend beyond one year.

3. No unpaid leave will be granted to an employee who takes a position with another organization which by its nature is considered to be permanent and continuing.

4. An individual on unpaid leave retains the right to District employment at the end of the leave but does not retain the right to return to the specific position vacated.

5. A notice of intent to return must be filed in writing with the District Personnel Office three months prior to the anticipated date of return.

6. An unpaid leave will be treated as a "break" in service. An individual on unpaid leave will not receive advancement credit on any salary schedule, will not be credited with sick days or vacation days, and will not receive retirement credit while on leave.

7. An individual on unpaid leave may purchase continued coverage under District health, dental, and life insurance plans.

J. Family Care Leave

1. An employee with more than one year of continuous service with the District who is eligible for other leave benefits shall be granted upon request an unpaid family care leave up to a total of four months in any twenty-four month period pursuant to the requirements of this policy.

   a. For purposes of this policy, the term "family care leave" means either:

      (1) Leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with
the adoption of the child by the employee, or the serious
illness of a child of the employee; or

(2) Leave to care for a parent or spouse who has a serious
health condition.

2. An unpaid family care leave granted pursuant to this policy shall be in
addition to any other leave pursuant to the Government Code, except that
an unpaid family care leave used in conjunction with a pregnancy leave of
four months or more may be limited by the District within its discretion to
one month.

3. An unpaid family care leave shall be treated as any other unpaid leave.
During an unpaid family care leave, an employee shall retain employee
status with the District, and such leave shall not constitute a break in
service. An employee returning from an unpaid family care leave shall
have no less seniority than when the leave commenced.

4. If an employee's need for an unpaid family care leave is foreseeable,
the employee shall provide the District with reasonable advance notice of
the need for such leave. If the employee's need for such leave is
foreseeable due to a planned medical treatment or supervision, the
employee shall make a reasonable effort to schedule the treatment or
supervision to avoid disruption to the operations of the District.

5. The District requires that an employee's request for an unpaid family
care leave for the purposes of caring for a child, spouse or parent who has
a serious health condition be supported by a written certification issued by
the health care provider of the individual family member requiring care.
This written certification must include:

a. The date on which the serious health condition commenced;

b. The probable duration of the condition;

c. An estimate of the amount of time the health care provider
believes the employee needs to care for the individual requiring
care; and

d. A statement that the serious health condition warrants the
participation of a family member to provide care during a period the
treatment or supervision of the individual requiring care.

e. If additional leave is requested by the employee upon expiration
of the time estimated by the health care provider, the employee
must request such additional leave again supported by a written
recertification consistent with the requirements for an initial certification.

6. Definitions - for purposes of this policy and consistent with current law:

a. The term "child" means a biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen years of age or an adult dependent child.

b. The term "parent" means biological, foster, or adoptive parent, step-parent, or a legal guardian.

c. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision, and involves either of the following:

   (1) Inpatient care in a hospital, hospice, or residential health care facility; or

   (2) Continuing treatment or continuing supervision by a health care provider.

d. The term "health care provider" means an individual holding either a physician's and surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's and surgeon's certificate issued pursuant to applicable law.

7. The District within its discretion may allow an employee upon written request to utilize accumulated illness and accident leave for the purpose of family care leave.

8. An employee taking unpaid family care leave pursuant to this policy shall continue to be entitled to participate in health plans and other benefits to the same extent and under the same conditions as apply to other unpaid leaves of absence.

9. The District may refuse to grant an employee's request for unpaid family care leave under this policy even though all requirements of this policy have been satisfied if:

   a. The refusal is necessary to prevent undue hardship to the operations of the District;
b. The employee and the other parent would receive unpaid family
care leave exceeding four months in any twenty-four hour period; or

c. The other parent is also taking family care leave at the same time
or is unemployed.

10. Any employee returning from an unpaid family care leave shall be
assigned to the same or comparable position. For purposes of this policy
and consistent with current law, the term "same or comparable position"
means a position that has the same or similar duties and pay which can
be performed at the same or similar geographic location as the position
held prior to the leave.

11. This policy shall not be construed to entitle the employee to receive
disability benefits as provided in the Labor Code.

HEALTH AND WELFARE BENEFITS (See AP 7381 titled Health and Welfare Benefits)

A. A program of health and welfare benefits shall be provided to all management
employees.

B. Hospitalization/Medical - The insurance premium for the Board approved
hospitalization/medical plan is paid for the employee, spouse and dependents by
the District.

C. Dental - The insurance premium for the Board approved dental plan is paid for
the employee, spouse and dependents by the District.

D. Life - The insurance premium for the Board approved life insurance plan is
paid for the employee by the District.

E. Health Insurance Continuation After Retirement - Any management employee
who opts for early retirement or disability retirement will continue to receive
hospitalization/medical plan benefits available to certificated employees of the
District, until age 65, subject to all of the following conditions:

1. Has attained the age of 55 before terminating employment with the
District or earlier under disability retirement.

2. Has completed a minimum of five years service with the District
(disability retirement); has completed a minimum of ten years service with
the District (service retirement).

3. Must have been an employee of the District immediately preceding
retirement status.
4. Must be on retirement with the State Teachers Retirement System or Public Employees Retirement System.

**OPTIONAL PRE-RETIREMENT REDUCED WORKLOAD PROGRAM** *(See AP 7381 titled Health and Welfare Benefits)*

**A. The employee:**

1. Must be 55 years of age prior to the reduction of workload under this program. The employee must be 55 years of age before the beginning of the college year or semester in which the reduction in workload starts.

2. Must have been employed full-time in an academic position for at least ten (10) years of which the preceding five (5) years were full-time employment. Sabbaticals and other approved leaves do not constitute a break in service. Such leave, however, is not used to compute the five (5) years full-time service requirement prior to entering the program.

3. Must request that the option be exercised. The plan can only be terminated by mutual consent of employee and employer.

4. Must make contributions to the STRS or PERS Retirement System equal to the amount required for a full-time (100%) employee. Payment of this contribution shall be made in the manner in which contributions are made by regular employees.

**B. The employer (SBCCD):**

1. At its discretion, may approve or disapprove the employee's request. The District shall provide the employee with written rationale for its disapproval.

2. Except for the reduction in salary corresponding to the reduced workload, will provide the employee the same benefits (including all health, medical, insurance plans, etc.) provided a regular full-time (100%) employee.

3. Must agree to make contributions to the STRS or PERS Retirement System in accordance with the law.

**C. The Plan (Pre-Retirement Option):**

1. The option may be exercised for a period not to exceed five (5) years or age 65, whichever comes first.
2. The minimum part-time employment under the plan shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the final year of service in a full-time (100%) position.

3. By mutual agreement of the employer and the employee, an Optional Pre-Retirement Reduced Workload Program may be increased or decreased within the code limitations.

4. If an employee works less than a 100% assignment, the amount of sick leave earned varies directly to the percent of full-time (100%) employment. For example, 50% employment would yield 50% of 10 days or 5 days of full-time sick leave, or 10 days of 50% sick leave.

5. An employee on less than full-time (100%) employment who must use sick leave will reduce earned sick leave on the same basis as employment.

6. To allow for sufficient time in planning, scheduling and budget preparation, the following deadlines shall apply:
   a. January 15 - The employee shall notify the employer not later than January 15 of intention to exercise the Pre-Retirement Option for the ensuing school year.
   b. March 15 - Agreement between employer and employee must be finalized by March 15 for the ensuing school year.

EARLY RETIREMENT PLAN (See AP 7381 titled Health and Welfare Benefits)

A. The employee must have been employed in the District on a full-time basis for a minimum of ten (10) years.

B. The minimum age for eligibility under this program will be 55.

C. The District may agree to award a consulting contract and the employee must retire from the District in accordance with all applicable statutes, rules and regulations of the STRS or PERS Retirement System. The District may disapprove any application as long as any disapproval is not arbitrary or capricious.

D. An employee accepted under this plan can never return as a full-time employee. He/she will be employed as a part-time employee in retired status in accordance with rules and regulations of the STRS or PERS Retirement System. At the termination of this plan, the employee may be employed as a part-time employee on the non-contract hourly rate.
E. The employee may continue certain fringe benefit coverages by assuming responsibility for premiums if accepted by the insurer.

F. Compensation shall be at the appropriate hourly rate, not to exceed the maximum prescribed by law in any one fiscal year.

G. There shall be no maximum or minimum number of applicants accepted under this plan. The applicant can only be certain of eligibility for acceptance after he/she has met with the Chancellor, or someone designated by the Chancellor, to determine whether or not the District will have a need for his/her services. In the event that there are more eligible applicants than the District will be able to use effectively, the principle of seniority will be used as the deciding criterion to determine who will be accepted under this plan.

H. Employees on disability retirement do not qualify for the plan.

I. Deadline for application is March 15.

CELLULAR TELEPHONE USAGE (See BP/AP 6450 titled Wireless or Cellular Phone Use) (NOTE: The information in the following section should be addressed in new AP 6450)

A. Authorization
Each college president and each vice chancellor may designate managers to receive partial reimbursement for the use of a cellular telephone in conducting District business.

B. Application
Managers shall make application through the appropriate channel. Approved applications shall be forwarded from the campus to the Vice Chancellor Fiscal Affairs for implementation.

C. Reimbursement
Reimbursement shall be at a rate not to exceed $50 per month, which shall include purchase of the telephone, activation, monthly service charges, and air use time—including long distance calls. While monthly application for reimbursement is not required, periodic verification of telephone usage may be requested.

D. Review
This policy shall receive periodic review to assess the appropriateness of the reimbursement rate.

HOURLY TEACHING
Management personnel may teach one class per semester at the current hourly pay
rate, subject to approval of the immediate supervisor and campus president. Any class
taught for hourly pay shall be outside the manager's normal working hours.

ADMINISTRATOR RETREAT RIGHTS

A. An administrator hired after June 30, 1990, who does not have tenure in the
District at the time of hire may be reassigned only to a first-year probationary
faculty position and to such a position only if he or she meets the following
criteria:

1. He/she holds an administrative position that is not part of the classified
service, or if he/she holds an administrative position that is part of the
classified service, he/she was certified by the Academic Senate as
possessing qualifications in a specified discipline or disciplines similar to
those expected of a newly hired faculty member in that discipline(s).

2. He/she has served in this district a total of at least two years as a
faculty member or administrator. This service must have been satisfactory
according to documentation.

3. He/she is being reassigned for reasons other than for cause, as defined
in the Education Code.

4. Reassignment shall not result in the lay-off or forced change in the
contract assignment for any contract faculty member.

B. To determine the discipline to which an administrator shall be assigned, the
following shall apply:

1. The administrator can be assigned only to a discipline in which he/she
meets the minimum qualifications as specified by the Education Code and
Title 5. The Academic Senate shall certify to the Governing Board that the
administrator meets at least minimum qualifications and/or equivalencies
for the discipline(s) in question and shall recommend the discipline(s) to
which the administrator should be assigned. The Governing Board shall
provide the Academic Senate with an opportunity to present its views to
the Board before the Board makes a determination. A written record of
the Board's decision, including the view of the Academic Senate, shall be
available for review pursuant to Education Code.

2. The administrator shall be assigned to a discipline in which he or she
has not only the minimum qualifications but also where all of the following
apply:
a. There are sufficient assignments in the discipline or service area currently held by temporary or hourly faculty or contract overload to make a full-time assignment for an additional faculty member.

b. The administrator has an interest as indicated by a statement of the administrator's own preference for assignment.

C. Unless otherwise specified in a personal contract, an administrator reassigned to a faculty position shall be compensated based on placement on the faculty salary schedule according to his/her education and experience. Placement on the faculty salary schedule will include years served as an administrator.

D. These procedures will be reviewed by the joint Academic Senate Executive Committee and the Vice President of Instruction, SBVC, and the Vice President of Instruction CHC, no later than April 15 of each year. Changes can be proposed by joint agreement and forwarded to the Board for approval.

Also see BP/AP-7120 titled Recruitment and Hiring

References: Education Code Sections 72411 et seq., 87002(b), and 87457-87460; Government Code Section 3540.1(g) and (m)

NOTE: The red ink signifies language that is suggested as good practice and recommended by the Policy and Procedure Service and its legal counsel (Liebert Cassidy Whitmore). The language in black ink is from current SBCCD AP 7250 titled Management Employees approved on 5/9/13. The language in blue ink is included for consideration.

Approved: 5/9/13
Revised:
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| AP 7250 Educational Administrators | Human Resources – 10/5/15 | Strike lines 13-36

Lines 40-41 to read: -The District has established the following hiring qualifications for all educational administrator positions.

Line 49 becomes C.

Add line 51-52: D. See BP/AP 3410 Nondiscrimination to ensure the most up-to-date protected classes are addressed.

Line 244: strike – "management"

Line 247: strike – “This is addressed in new” and add “See”

Line 256: strike – “This is addressed in new” and add “See”

Line 261: strike – “San Bernardino Community College”

Line 295: strike – “This is addressed in new” and add “See”

Line 320: strike – “This is addressed in new” and add “See”

Strike lines 340-486 Evaluations are a separate AP/BP

Line 288 – add (See BP/AP

12/1/15 – District Assembly agreed.
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<td>Line 516 replace note with (See BP/AP 7340 titled Leaves)</td>
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<td>Line 880: add (See AP 7381 titled Health and Welfare Benefits)</td>
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<td>Line 913 add (See AP 7381 titled Health and Welfare Benefits)</td>
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<td>Line 983 add (See AP 7381 titled Health and Welfare Benefits)</td>
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<td>Line 1020 replace note with (See BP/AP 6450 titled Wireless or Cellular Phone Use)</td>
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<td>Strike line 1108</td>
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1123
1124

97
BP 7340 LEAVES
(Replaces current SBCCD BP 7340)

NOTE: The language in red ink is legally required.

+ From current SBCCD BP 7340 titled Leaves

The Chancellor shall establish procedures for employee leaves as authorized by law and by any collective bargaining agreements entered into by the District. Such leaves shall include, but are not limited to:

- illness leaves for all classes of permanent employees;

- vacation leave for members of the classified service, administrators, supervisors and managers;

- leave for service as an elected official of a community college District public employee organization, or of any statewide or national employee organization with which the local organization is affiliated or leave for a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by the public employee organization; Education Code Sections 87768.5 \( \text{and} \) 88210

- leave of absence to serve as an elected member of the legislature; Education Code Section 87701;

- pregnancy leave; Education Code Sections 87766 \( \text{and} \) 88193; Government Code Section 12945;

- use of illness leave for personal necessity; Education Code Sections 87784 \( \text{and} \) 88207;

- industrial accident leave;
• bereavement leave;

• jury service or appearance as a witness in court; Education Code Section 87036; and 87037;

• military service; Education Code Section 87700; and

• sabbatical leaves for permanent faculty for academic employees, administrators, and managers.

• **family Care and Medical Leave**

Vacation leave for members of the classified service, educational administrators, and classified supervisors and managers shall not accumulate beyond 46 days of paid leave or 368 hours of paid leave. Employees shall be permitted to take vacation in a timely manner to avoid accumulation of excess vacation.

In addition to these policies and collective bargaining agreements, the Board of Trustees retains the power to grant leaves with or without pay for other purposes or for other periods of time.

References: Education Code Sections 87763 et seq. and 88190 et seq. and additional cites above

**NOTE:** The language in red ink is legally required and recommended by the Policy and Procedure Service and its legal counsel (Liebert Cassidy Whitmore). The language in black ink is from current SBCCD BP 7340 titled Leaves adopted on 6/10/04. The language in blue ink is included for consideration.

**Adopted:** 6/10/04  
**Revised:** 11/12/15
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<td>11/3/15 - Human Resources</td>
<td>Lines 26-31 to read: leave for service as an elected official of a community college; District public employee organization, or of any statewide or national employee organization with which the local organization is affiliated or leave for a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by the public employee organization; Education Code Sections 87768.5; and 88210</td>
<td>12/1/15 District Assembly agreed.</td>
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|          |                      | Lines 34-40 to read:  
  - Code Section 87701;  
  - pregnancy leave; Education Code Sections 87768; and 88193; Government Code Section 12945;  
  - use of illness leave for personal necessity;  
  - Education Code Sections 87784; and 88207; | 12/1/15 District Assembly agreed. |
|          |                      | Lines 46-51 to read:  
  - jury service or appearance as a witness in court; Education Code Section 87036; and 87037;  
  - military service; Education Code Section 87700; and sabbatical leaves for permanent faculty; academic employees, administrators, | 12/1/15 District Assembly agreed. |
|          |                      | Lines 54-58 to read:  
  - Family Care and Medical Leave | 12/1/15 District Assembly agreed. |
|          |                      | Vacation leave for members of the classified service, educational administrators, and classified supervisors and managers shall not accumulate beyond 46 days of paid leave or 1,436 hours of paid leave. |  |
|          |                      | Lines 61-62 to read:  
  the Board of Trustees retains | 12/1/15 District Assembly agreed. |
NOTE: This procedure is optional. Local practice may be inserted. Leave procedures are a mandatory subject of bargaining for employees that are represented by an exclusive representative. Procedures as to other employees are at District discretion, and include the leaves provided for in BP 7340 titled Leaves.

A. Sick Leave (paid leave)

1. Every confidential or supervisory employee employed five days a week shall be entitled to twelve days leave of absence for illness and injury with full pay for a fiscal year of service.

2. A confidential or supervisory employee employed five days a week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve days leave of absence for illness or injury as the number of months he/she is employed bears to 12.

3. A confidential or supervisory employee employed less than five days per week shall be entitled, for a fiscal year of service, to that proportion of twelve days leave of absence for illness or injury as the number of days he is employed per week bears to 5. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

4. Pay for any day of such absence shall be the same as the pay that would have been received had the employee served during the day.

5. Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave of absence may be taken at any time during the year. However, a new employee of the district shall not be eligible to take more than six days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six months of active service with the district.
6. If an employee does not take the full amount of leave allowed in any year under this policy, the amount not taken shall be accumulated from year to year.

7. The Board of Trustees may require proof of illness or injury.

8. Paid Sick Leave for Part-time Employees (AB1522 Healthy Workplace/Healthy Families Act of 2014) part-time employee must have been employed for at least 30 calendar days during the fiscal year. Part-time employees begin accrual on the first day of employment and can use paid sick leave beginning on the 90th day of employment. Paid sick leave is accrued at the rate of one (1) for every thirty (30) hours worked. Paid sick leave is accrued at the maximum rate of three (3) days (24 hours) per fiscal year. Unused sick leave may be carried over from fiscal year to fiscal year; however, the maximum accrual of sick leave shall not exceed six (6) days (48 hours) at any time. An employee's sick leave shall cease accrual upon reaching the maximum accrual and shall not accrue additional sick leave the following fiscal year until the leave balance falls below the maximum accrual limit. Eligible employees may use accrued sick leave for the following purposes:

1. Diagnosis, treatment, or care of an existing health condition of, or preventive care for, an employee.

2. Diagnosis, treatment, or care of an existing health condition of, or preventive care for, an employee's immediate family member:
   - Immediate family member includes parent, child, spouse, domestic partner (registered or by affidavit of the employee on file with the district), parent-in-law, sibling, grandchild or grandparent.

3. An employee who is a victim of domestic violence, sexual assault, or stalking, as described by California Labor Code sections 230(c) and 230.1(a).

Eligible part-time employees are limited to use a minimum of two (2) hours with additional time of .25 of an hour. Eligible part-time employees are limited to use a maximum of three (3) days (24 hours) per fiscal year. Any employee who leaves employment with the District and returns to active status within one year (12 months) shall have previous accrued and unused leave balance reinstated. Part-time employees shall be eligible to accrue additional days upon rehire. The transfer from or acceptance of transferred sick leave to a part-time employee is not allowed. A part-time employee who accepts an appointment to a classified, academic, or administrator position at the district shall have his/her accrued and unused sick leave transferred to his/her new appointment.

B. Maternity Leave

1. An employee may use sick leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom. The length of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.
2. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or temporary disability insurance or sick leave.

3. This provision shall be construed as requiring the district to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability.

C. Bereavement Leave

1. Every person employed in a confidential or supervisory position is entitled to a paid leave of absence, not to exceed three days, or five days if travel out-of-state or a round trip of over 500 miles is required, on account of the death of any members of his/her immediate family.

2. Member of the immediate family means the mother, father, grandparent or a grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law or sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.

D. Personal Necessity Leave

1. Any days of leave of absence for illness or injury allowed pursuant to Section 88207 of the Education Code may be used by a confidential or supervisory employee, at his/her election, in case of personal emergency.

2. No such accumulated leave in excess of six days may be used in any school academic year. Request for such leave of absence shall be submitted to the Chancellor or College President as appropriate prior to absence, explaining the specific nature of the personal emergency.

E. Industrial Accident and Illness Leave

1. An employee must have been with the district a minimum of nine months.

2. Evidence must support the fact that the illness or accident arose out of employment. The Board of Trustees may require a physician's report on probable causes.

3. An employee absent from his/her duties due to an industrial accident or illness leave shall receive his/her full pay from the district. The employee is required to endorse temporary disability indemnity checks received from Workers'
Compensation to the district. Arrangements may be made with Workers' Compensation to have the checks mailed directly to the district.

4. Industrial accident or illness leave of absence shall not exceed sixty days in any one fiscal year for the same accident or illness.

5. At such time as the employee has used his full entitlement of sixty days industrial leave, he/she may use his/her accumulated sick leave. Sick leave will be used at a rate equal to the pay received from the district less any contribution from Workers' Compensation. For example: An employee's daily rate is $20.00; the district receives $10.00 per day from Workers' Compensation. The employee receives his/her full pay but is charged only one-half sick leave.

6. Industrial leave is not accumulative.

7. When accident or illness overlaps into the next fiscal year, the employee is entitled only to the balance of the sixty days not used.

8. The employee may not leave the state during the leave period unless authorized by the Board of Trustees.

9. When all industrial leave and sick leave benefits have been exhausted, the employee must be placed on the reemployment list for a period of 39 months.

F. Military Leave

Regular employees or probationary employees whose combined district service and military service total one full year shall be entitled to full pay for the first 30 calendar days of absence for reserve training in any one fiscal year. Such leave must be verified by a copy of the military orders requiring military pay.

G. Jury Duty Leave

When a confidential or supervisory employee is absent because of a mandatory court appearance as a juror, said employee shall suffer no monetary loss by reason of said service. Such employee shall receive his/her regular salary upon receipt by the district of a valid jury duty verification, but shall reimburse to the district the amount of fees received from the court, excluding those paid for mileage.

H. Unpaid Leave

An unpaid leave of absence may be granted by the Board upon the recommendation of the Chancellor subject to the following provisions:

1. A request for leave that clearly articulates the terms and conditions requested must be submitted to the immediate supervisor. The supervisor will act upon the
request and, in the case of a favorable response, will forward the request through
the appropriate channels. If the immediate supervisor opposes the leave, he/she
shall notify the applicant within 15 working days of the date of submission.
Applicants who are denied leave have the right to appeal through the usual
organizational channels.

2. No more than one full-year unpaid leave will be granted to an employee, and
such leave shall not extend beyond one year.

3. No unpaid leave will be granted to an employee who takes a position with
another organization that by its nature is considered to be permanent and
continuing.

4. An individual on unpaid leave retains the right to District employment at the end
of the leave but does not retain the right to return to the specific position vacated.

5. A notice of intent to return must be filed in writing with the District Personnel
Office three months prior to the anticipated date of return.

6. An unpaid leave will be treated as a "break" in service. An individual on unpaid
leave will not receive advancement credit on any salary schedule, will not be
credited with sick days or vacation days, and will not receive retirement credit while
on leave.

7. An individual on unpaid leave may purchase continued coverage under District
health, dental, and life insurance plans.

I. Family Care Medical Leave

All employees who have been employed by the university SBCCD - at least 12 months by the
start of the leave and have worked at least 1250 hours during the 12-month period
immediately preceding commencement of the leave are eligible. Additional provisions for
faculty may apply and may be found in the Faculty Handbook Contract.

The District's family care and medical leave policy adheres to the requirements of the
California Family Rights Act of 1991 and Amendment of 1993 (CFRA), and the Federal
Family and Medical Leave Act of 1993 (FMLA), Family Care Medical Leave (FCML), CFRA
leave and FMLA leave run concurrently, with the exception of pregnancy-related
disabilities, and FCML runs concurrently with paid disability leave for eligible employees
up to a total leave not to exceed 12 weeks.
FCML, CFRA leave and FMLA leave are unpaid. If leave is requested for an employee's own serious health condition, the employee may be required to use all of his or her accrued paid vacation or sick leave. FMLA runs concurrently with paid disability leave for eligible employees. If leave is requested for any of the other reasons listed below at items a) through c), an employee may be required to use all of his or her accrued paid vacation leave. The remainder of the leave period will then consist of unpaid leave.

Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
  - the birth of a child and to care for the newborn child within one year of birth;
  - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - to care for the employee's spouse, child, or parent who has a serious health condition;
  - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
  - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

- Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

1. An employee with more than one year of continuous service with the District who is eligible for other leave benefits shall be granted upon request an unpaid family care leave up to a total of four months in any twenty-four month period pursuant to the requirements of this policy:

   a. For purposes of this policy, the term "family care leave" means either:

      (1) Leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, or the serious illness of a child of the employee; or

      (2) Leave to care for a parent or spouse who has a serious health condition.

2. An unpaid family care leave granted pursuant to this policy shall be in addition to any other leave pursuant to the Government Code Section 12945.2, except that an unpaid family care leave used in conjunction with a pregnancy leave of four months or more may be limited by the District within its discretion to one month.

3. An unpaid family care leave shall be treated as any other unpaid leave. During an unpaid family care leave, an employee shall retain employee status with the
District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care leave shall have no less seniority than when the leave commenced.

4. If an employee's need for an unpaid family care leave is foreseeable the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or super-vision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

5. The District requires that an employee's request for an unpaid family care leave for the purposes of caring for a child, spouse or parent who has a serious health condition be supported by a written certification issued by the health care provider of the individual family member requiring care or a copy of the military member's active duty orders (or other official documentation issued by the military) which indicates the military member is on covered active duty or call to covered active duty status. This written certification for health related reasons must include:

   a. The date on which the serious health condition commenced;
   b. The probable duration of the condition;
   c. An estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care; and
   d. A statement that the serious health condition warrants the participation of a family member to provide care during a period the treatment or supervision of the individual requiring care.
   e. If additional leave is requested by the employee upon expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written recertification consistent with the requirements for an initial certification.

The written certification requirements for military leave must include:

   a. Statement or description of the appropriate facts regarding the qualifying exigency;
   b. The approximate date on which the leave began (or will begin); and
   c. The contact information for any third party you are meeting.
6. Definitions - for purposes of this policy and consistent with current law:

a. The term "child" mean a biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen years of age or an adult dependent child.

b. The term "parent" means biological, foster, or adoptive parent, stepparent, or a legal guardian.

c. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision, and involves either of the following:

(1) Inpatient care in a hospital, hospice, or residential health care facility; or

(2) Continuing treatment or continuing supervision by a health care provider.

d. The term "health care provider" means an individual holding either a physician's and surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's and surgeon's certificate issued pursuant to applicable law.

e. The military member must be your spouse, parent or child, and (2) the child for whom you are taking leave must be the child of the military member.

7. The District within its discretion may allow an employee upon written request to utilize accumulated illness and accident leave for the purpose of family care leave.

8. An employee taking unpaid family care leave pursuant to this policy shall continue to be entitled to participate in health plans and other benefits to the same extent and under the same conditions as apply to other unpaid leaves of absence.

9. The District may refuse to grant an employee's request for unpaid family care leave under this policy even though all requirements of this policy have been satisfied if:

a. The refusal is necessary to prevent undue hardship to the operations of the District;
b. The employee and the other parent would receive unpaid family care leave exceeding four months in any twenty-four hour period; or

e. The other parent is also taking family care leave at the same time or is unemployed.

499. Any employee returning from an unpaid family care leave shall be assigned to the same or comparable position. For purposes of this policy and consistent with current law, the term "same or comparable position" means a position that has the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave.

4410. This policy shall not be construed to require any changes in existing collective bargaining agreements during the life of the contract, or until January 1, 1993, whichever occurs first.

4211. This policy shall not be construed to entitle the employee to receive disability benefits under Part I (commencing with Section 3200) of Division 4 of the Labor Code.

Approved: March 12, 1992

VACATIONS

A. Confidential and classified supervisory employees earn vacation at the rate of 1.91 days per month for each complete month of service. In determining vacation accrued at the end of any calendar month, the product of 1.91 X months worked shall be rounded to the nearest whole number.

B. All vacation computation is based on a fiscal year of July 1 to June 30.

C. New employees with an employment date other than the first working day of the month shall not start accruing vacation until the first working day of the following month of employment.

D. Each July all confidential and classified supervisory employees shall be notified by the Payroll Department of their June 30 accrued vacation credits. Confidential and supervisory employees can accrue vacation credits up to 46 days. Once vacation credits reach the maximum accrual level no more vacation credits will be earned.

E. Vacations will be set at the convenience of both the employee and the District, and are subject to the approval of the manager to whom he/she is responsible, and the Campus President or Chancellor, as appropriate.
F. If an employee requests a pay-out for accrued vacation due to extenuating/emergency circumstances, as verified by Human Resources, such requests may be granted at the Governing Board’s discretion.

G. Upon leaving the employment of the District, a confidential or classified supervisory employee shall be entitled to lump sum compensation for earned and unused vacation at his/her current salary. Payment shall be made up to the accrued number of vacation days not to exceed forty-six (46) days.

Approved: April 11, 2002
Revised: August 2, 2002

INTERUPTION OR EARLY TERMINATION OF VACATION

A. Any permanent confidential or supervisory employee may interrupt or terminate his/her regular vacation leave, in case of illness, and use sick leave before continuing regular leave or returning to work.

B. The employee must notify the district personnel office and/or his/her supervisor of the interruption or termination of his/her vacation to use his/her sick leave.

C. The District Personnel Officer and/or the supervisor is responsible for notifying the employee if he/she may continue his/her vacation leave, after use of sick leave, or if he/she must report to his/her normally assigned work.

D. Upon returning to his/her regularly assigned work, the employee must furnish relevant supporting information regarding interruption or termination of vacation leave.

Approved: March 14, 1990

BREAK PERIODS

Break periods are allowed as released time from fatiguing work. Such periods shall not exceed fifteen minutes in the morning and fifteen minutes in the afternoon for full-time employees. Half-time employees have only one such break period.

Approved: March 14, 1990

STATUS REPORTS ON VACATION AND SICK LEAVE

The Payroll Office will issue all confidential and supervisory employees an individual status report of vacation entitlement and accrued sick leave quarterly.

Sample from another District
The District recognizes several different forms of leave for employees as delineated in
the collective bargaining agreements and employee handbooks. Employees are
responsible for completing and filing appropriate leave forms at the earliest possible date.
Information relative to absences and leaves exclusive of medical information shall be
made a matter of record included in the employee's personnel file.

Also see AP 7344 titled Notifying District of Illness, AP 7343 titled Industrial Accidents
and Illness, and AP 7347 titled Family Medical Leave.

Sample from another District

Various types of leave of absence are noted in collective bargaining agreements. The
following is the process to be followed when requesting a leave of absence.

- Complete the Request for Leave of Absence Form;
- To ensure timeliness of submission and the approval process, please refer to the
  instructions before completing the Request for Leave of Absence Form;
- When requesting a leave which requires use of sick leave for more than day-to-
day sick leave, submit a completed Request for Leave of Absence Form with the
Physicians Verification or Medical Certification Statement to the immediate
supervisor;
- The supervisor shall forward the Request for Leave of Absence complete with the
Physicians Verification or Medical Certification Statement to the appropriate
Human Resources Specialist;
- Leaves requiring Board of Trustees approval will be placed on a Board agenda by
  Human Resources;
- Human Resources will notify employees of approvals and/or denials of all leave
requests.

Also see BP 7340 titled Leaves, AP 7341 titled Sabbaticals, AP 7342 titled Holidays, AP
7343 titled Industrial Accident and Illness Leave, AP 7344 titled Notifying District of
Absence/Illness, BP/AP 7345 titled Catastrophic Leave, AP 7346 titled Employees Called
to Military Duty, and AP 7347 titled Paid Family Leave.

Sample from another District

Management

The criteria for academic and classified management employees' leaves of absence is
covered in the Management Handbook given to every management employee upon
employment, and is available in Human Resources and on the District's web site.

Classified

Criteria pertaining to Classified employees' leaves of absence are stated in the bargaining
agreement between the District and District Classified Employees, Chapter 535, Articles
XX and XXI. Said agreement is given to every Classified employee, upon employment, and is available in Human Resources and on the District's web-site.

Confidential
Criteria pertaining to Confidential employees' leaves of absence are the same as that stated in the bargaining agreement between the District and District Classified Employees, Chapter 535, Articles XX and XXI, as well as the Confidential Employees Handbook, which is available in Human Resources and can also be found on the District's Website.

Academic Employees
Criteria pertaining to Academic employees' leaves of absence are stated in the Agreement between the District and the Chapter CCA/CTA/NEA, Article XIII. Said agreement is given to every Academic employee, upon employment, and is available in Human Resources and on the District's web-site.

Military Leave for Spouse of Military Member
The District will allow the employee/spouse, or registered domestic partner, of a qualified military member an unpaid leave of up to 10 days during a qualified period of leave for the military member.

"Qualified Military Member" includes a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater by the President of the United States, or members of the National Guard or the Reserves who has been deployed during a period of military conflict.

The employee must be a spouse or registered domestic partner of the military member on leave and work for the District an average of 20 or more hours per week.

Additionally, the employee must provide Human Resources with notice, within two days of receiving official notice that the military member will be on leave, the dates the employee intends to be out on leave, and written documentation which certifies that their spouse/military member will be on leave during the time they are requesting the military leave.

Forms
Applicable forms for requesting leaves of absence can be found by logging onto the District's employee Intranet. The forms are under Human Resources forms, or forms can be obtained by direct request from Human Resources.

References: Education Code Sections 87763 et seq. and 88190 et seq.; Labor Code Section 234

NOTE: The red ink signifies language that is suggested as good practice and recommended by the Policy and Procedure Service and its legal counsel (Liebert Cassidy Whiltmore). The language in blue ink is from AP 7260.
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