



AGENDA  
**MEETINGS OF THE GOVERNING BOARD  
CHAFFEY COMMUNITY COLLEGE DISTRICT**

Thursday, July 22, 2021  
Board Room, Marie Kane  
Center for Student Services/Administration

Pursuant to Governor Newsom's Executive Order N-29-20, dated March 17, 2020, members of the Governing Board of the Chaffey Community College District, staff, and the public will participate in the July 22, 2021 meeting via videoconference. To avoid exposure to COVID-19, this meeting will be held via videoconference and can be accessed at the following link: <https://www.chaffey.edu/leadership/governingboard.php>

The College plans to hold the meeting both via Zoom and live in the Board Room, Marie Kane Center for Student Services/Administration for those who wish to attend in person. It will be limited to 25% seating capacity due to COVID-19 restrictions.

Public comments for this meeting will only be accessible via email and should be sent to [presidents.office@chaffey.edu](mailto:presidents.office@chaffey.edu). Submissions must be received prior to the posted start time of the Board meeting. Please include in the email subject line: *Public Comments for the Governing Board Meeting of July 22, 2021*. Please indicate in your email if you are addressing a specific agenda item or if you are making a comment regarding an item not on the agenda. Please identify if your comment is for the open session agenda or the closed session agenda. All submissions received will be considered a public record under the Public Records Act and are therefore subject to public disclosure. Submissions will be read into the record at the Board meeting and must comply with the three-minute time limit.

- I. **REGULAR SESSION**
  - A. CALL TO ORDER (2:00 p.m.)
- II. **CLOSED SESSION**
  - A. PUBLIC COMMENTS ON CLOSED SESSION AGENDA
  - B. RECESS TO CLOSED SESSION
- III. **STUDY SESSION**
  - A. CONVENE IN OPEN SESSION
  - B. AGENDA
    1. Alumni Partnership Report
- IV. **REGULAR SESSION**
  - A. RECONVENE IN REGULAR SESSION
    1. Pledge of Allegiance
  - B. ORGANIZATION
    1. Election of Governing Board Officers
  - C. PUBLIC COMMENTS
  - D. COMMUNITY LINKAGES
    1. Governing Board

2. Legislative Update
3. Presentations
4. Foundation

E. REPORTS

1. Closed Session Actions

F. CONSENT AGENDA

1. Governance Process
  - a. Approval of Minutes, June 24, 2021
  - b. Board Meeting Date Change
  - c. Certify/Attest Board Actions
2. Academic Affairs
  - a. Memorandum of Understanding – College and Career Access Pathways (CCAP) Partnership Agreement Between Chaffey Community College District and Fontana Unified School District
3. Business/Fiscal Affairs
  - a. Authorized Signature List
  - b. Designation of Newspaper for Publication Notice of the 2021-2022 Budget Public Hearing and Dates and Times for Public Inspection and Public Hearing
  - c. Disposal of District Property: Electronic Equipment and Miscellaneous Materials
  - d. Five-Year Construction Plan
  - e. Quarterly Budget Transfer Report
4. Human Resources
  - a. Management Personnel Plan/Employment Contracts
  - b. Memorandum of Understanding – Chaffey Community College District and California School Employees Association (CSEA), Chapter 431

G. ACTION AGENDA

1. Business/Fiscal Affairs
  - a. Contract, Purchase Order, and Warrant Lists

H. CEO/STAFF REPORTS

1. Superintendent/President
2. Faculty Senate
3. Classified Senate
4. California School Employees Association (CSEA)
5. Chaffey College Faculty Association (CCFA)
6. Child Development Center Faculty Association (CDCFA)

I. BOARD COMMENTS, REQUESTS, AND FUTURE AGENDA ITEMS

V. **ADJOURNMENT**

*The next regular meeting of the Governing Board will be Thursday, August 26, 2021.*

**AGENDA ITEM**  
**Chaffey Community College District**  
**GOVERNING BOARD**

July 22, 2021  
Board Meeting Date

TOPIC     **ELECTION OF GOVERNING BOARD OFFICERS**    

Communication No. IV.B.1

SUPPORTS BOARD POLICY

**Board Policy 2305 Annual Organizational Meeting** – The purpose of the annual organizational meeting is to elect a Governing Board President, Governing Board Vice President, Clerk of the Governing Board, and a Governing Board Representative to the San Bernardino County School Boards Association and conduct any other business as required by law or determined by the Board.

PROPOSAL

Education Code Section 72000(c)(2)(A) requires the Governing Board hold an organizational meeting within fifteen days commencing with and including the first Friday in April to elect the following officers and representative for the 2020–2021 year:

1. Election of a president
2. Election of a vice president
3. Election of a clerk
4. Selection of one member to serve as the voting representative to the San Bernardino County Committee on School District Organization
5. It is recommended that an alternate be selected to serve as the voting representative to the San Bernardino County Committee on School District Organization in the event the regular voting member cannot serve

Prepared by:	<u>Henry D. Shannon, Superintendent/President</u>
Recommended by:	<u>Henry D. Shannon, Superintendent/President</u>

**AGENDA ITEM**  
**Chaffey Community College District**  
**GOVERNING BOARD**

July 22, 2021  
Board Meeting Date

---

TOPIC **APPROVAL OF MINUTES, JUNE 24, 2021**

---

Communication No. IV.F.1.a

---

---

SUPPORTS BOARD POLICY

**Board Policy 2360 Minutes** – The minutes shall record all actions taken by the Governing Board. The minutes shall be public records and shall be available to the public.

PROPOSAL

To approve the minutes of the June 24, 2021, regular meeting.

BACKGROUND

It is the practice of the Board to approve the minutes of the Board meeting(s) held the previous month. Those minutes are then made available to the public in the Chaffey College Library and on the college website.

BUDGET IMPLICATIONS

N/A

RECOMMENDATION

Approval of the minutes of the June 24, 2021, regular Board meeting.

Submitted by: <u>Henry D. Shannon, Superintendent/President</u>
Recommended by: <u>Henry D. Shannon, Superintendent/President</u>

**OFFICIAL PROCEEDINGS  
OF THE GOVERNING BOARD  
CHAFFEY COMMUNITY COLLEGE DISTRICT**

A regular meeting of the Chaffey Community College District Governing Board was held on Thursday, June 24, 2021, live at the Chaffey College Rancho Cucamonga campus and virtually via videoconference. Board President Ovitt called the meeting to order at 2:01 p.m.

Members present: Ms. Brugger, Mr. McDougal, Ms. Negrete-McLeod, Mr. Ovitt, Ms. Olivares-Lambert, Ms. Douge (Student Trustee)

Members absent: none

**CLOSED SESSION**

The public was given an opportunity to address the Governing Board regarding the posted closed session agenda.

No comments were made.

The Board convened in closed session at 2:03 p.m. Closed session was adjourned at 3:15 p.m.

**STUDY SESSION**

2021-2022 Chaffey College Vision for Success Performance Outcomes – Laura Hope, associate superintendent of instruction and institutional effectiveness, gave an introduction of the Vision for Success which was released by the Chancellor’s Office in 2017 and replaced the Student Success Scorecard. Ms. Hope introduced Jim Fillpot, dean, policy and grants, who presented on: systemwide goals – increase completion by 20%; increase transfer by 35%; reduce unit accumulation from 87 to 79 units; increase employment in field of study from 69% to 76% (workforce); reduce equity achievement gaps for good by 2026-27; Chaffey goal-setting process; Vision for Success goals selected by Chaffey; and Chaffey and systemwide progress. Laura Hope thanked Dean Fillpot for his research and spoke about factors impacting Vision for Success progress.

2021-2022 Tentative Budget – Lisa Bailey, associate superintendent of business services and economic development, introduced Anita Undercoffer, executive director, fiscal and budgeting services, who presented on: Chaffey College 2020-2021 update; current year summary; enrollment decline full/full-time equivalent students; 2021-2022; revenue and expense trend actuals; Governor’s proposed May revise budget; system plan for equitable recovery; 2021-2022 Chaffey College tentative budget; Chaffey College

outlook/challenges; and 2021-2022 state budget process update. Associate Superintendent Bailey and Superintendent/President Shannon thanked President Ovitt for serving as the budget liaison and for his diligent review of the tentative budget.

### REGULAR SESSION

The regular session reconvened at 4:05 p.m., and Board President Ovitt asked Superintendent/President Shannon to lead the Pledge of Allegiance to the Flag.

### PUBLIC COMMENTS

Julie Sanchez, executive assistant, superintendent/president's office, read public comments received from classified staff regarding the 2021-2022 tentative budget. The following CSEA members urged the Governing Board to vote on a budget that reflects the state legislature's affirmative vote of a 5.07% COLA (Cost-of-Living Adjustment): Timothy Johnson; Chuy Lorenzana; Edgar Binoya; Michelle Sims; Lisa Cordova; Valery Gibbs; Ramssey Ochoa; Cherie Ventola; Thanh Nguyen; Andrew Zwissler; Amanda Admire; Leticia Mowrey; Al Williams; Rita Morales; Priscilla Stigler; Laura Rodes; Megan Robles; Aspyn Audibert; Krysten Audibert; and Noah Snyder, CSEA Labor Relations Representative.

### COMMUNITY LINKAGES GOVERNING BOARD

Student Trustee Rousselle Douge reported that Chaffey College Student Government (CCSG) is holding a special election due to unfilled seats from the last election. Two executive board members, along with ten senator positions, are open for election. Ms. Douge stated that as they do not have a vice president yet, she is serving as the chair of the election committee. The entirety of CCSG will officially start after the election and the open seats are filled.

Trustee McLeod had no report.

Trustee McDougal had no report.

Trustee Brugger reported that she donated to the Sherman Taylor scholarship fund, made her monthly donations to the College, and attended, via Zoom, the San Bernardino County Senior Disabled Fund meeting. Ms. Brugger thanked Associate Superintendent Alisha Rosas for the brochure she had distributed to the community, which contained valuable information for Chaffey students. She also announced that Dr. Shannon deserved a round of applause for his part in receiving the \$25 million gift from MacKenzie Scott.

Trustee Olivares-Lambert congratulated Dr. Shannon and everyone involved in the \$25M gift from Ms. Scott. She offered her support to continue the equity-oriented, front-line work that this generous gift will make possible.

Board President Ovitt commented that he was so thankful for the College's outstanding leadership, teachers and staff members who contributed to making Chaffey a great place to receive an education and that this is the reason the College received this unsolicited gift. Additionally, Mr. Ovitt reported that he attended the following events: Promise Scholars, First 5, Children's Fund, Chaffey College budget preparation, National CORE affordable housing grand opening in Ontario, Rancho Cucamonga Chamber outgoing president recognition, Health Net COVID clinic, YMCA association goal setting, and a Chaffey Community Show Band performance.

## LEGISLATIVE UPDATE

Dr. Janeth Rodriguez, director, alumni and community relations, provided a written presentation which included updates on: college affordability legislation; American's College Promise Act of 2021; Debt-Free College Act of 2021; College for All Act of 2021; legislative process update; and priority bill for Community College League of California including AB 927, AB 1456, AB 775, AB 928, and AB 1326.

## FOUNDATION

Dr. Lisa Nashua, executive director of the Foundation, provided a written report which included: *Remember the Moose* scholarship campaign, His Challenge Match, summer scholarship audit, HowMet International Foundation, Southern California Edison, Foundation for California Community Colleges, and a Chaffey College Foundation golf tournament update.

## REPORTS

### CLOSED SESSION ACTIONS

Board Secretary Henry Shannon announced that the Board took action in closed personnel session this evening to approve the following by a unanimous (5:0) vote.

Employment or Ratification of:

Hourly personnel including adjunct faculty, contract faculty overload, and short-term workers. Myriam Arellano to the temporary, unclassified, professional expert position of accounting manager, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Laura Alvarado to the temporary, unclassified, professional expert position of assistant director, adult education pathways, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Nathaneal Akin to the temporary, unclassified, professional expert position of athletic trainer, effective July 1, 2021, through June 30, 2022, under the terms and conditions of the employment agreement.

Frances Lao to the temporary, unclassified, professional expert position of athletic trainer, effective June 14, 2021, through December 31, 2021, under the terms and conditions of the employment agreement.

Shae Morgan to the temporary, unclassified, professional expert position of athletic trainer, effective June 14, 2021, through December 31, 2021, under the terms and conditions of the employment agreement.

Brashit Vardeh Tarmani to the temporary, unclassified, professional expert position of athletic trainer, effective July 1, 2021, through June 30, 2022, under the terms and conditions of the employment agreement.

Samir Shah to the temporary, unclassified, professional expert position of bond program manager, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Remberto Aguilar to the temporary, unclassified, professional expert position of craft trades trainer, economic development, effective July 1, 2021, through June 30, 2022, under the terms and conditions of the employment agreement.

Michael Goss to the temporary, unclassified, professional expert position of director, center of excellence, region 9, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Tomeika Carter to the temporary, unclassified, professional expert position of director, diversity, equity, and inclusion, effective July 1, 2021, through June 30, 2022, under the terms and conditions of the employment agreement.

Matthew Morin to the temporary, unclassified, professional expert position of director, intersegmental partnerships and deliveries, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Leticia Romo to the temporary, unclassified, professional expert position of director, student equity and engagement, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Deborah Smith to the temporary, unclassified, professional expert position of economic development administrator, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Jonathan Fox to the temporary, unclassified, professional expert position of employer engagement and contract education coordinator, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Eric Houck to the temporary, unclassified, professional expert position of executive director, information technology, effective July 1, 2021, through June 30, 2022, under the terms and conditions of the employment agreement.

Andrew Smith to the temporary, unclassified, professional expert position of first assistant coach, baseball/out-of-season/all sports, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.

Kristin Crowell to the temporary, unclassified, professional expert position of first assistant coach, cross country and out-of-season, all sports, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.

Prentice Harris to the temporary, unclassified, professional expert position of first assistant coach, men's basketball, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.

Christopher Araya to the temporary, unclassified, professional expert position of first assistant coach, men's soccer and out-of-season/all sports, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.



Lori Oaks to the temporary, unclassified, professional expert position of first assistant coach, softball/out-of-season, all sports, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.

Vijay Mani to the temporary, unclassified, professional expert position of first assistant coach, women's basketball/out-of-season, all sports, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.

Daniel Fox to the temporary, unclassified, professional expert position of first assistant coach, women's soccer and out-of-season/all sports, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.

Angela Kanigowski to the temporary, unclassified, professional expert position of first assistant coach, women's swimming and out-of-season/all sports, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.

Brooke Padilla to the temporary, unclassified, professional expert position of first assistant coach, women's water polo/out-of-season/all sports, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.

David Slover to the temporary, unclassified, professional expert position of football coordinator/out-of-season, all sports, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.

Karena Jimenez to the temporary, unclassified, professional expert position of grant coordinator, effective July 1, 2021 through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Linda Lamp to the temporary, unclassified, professional expert position of grant director, effective July 1, 2021, through December 31, 2021, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Robert Lander to the temporary, unclassified, professional expert position of head coach, cross country, effective August 1, 2021, through December 31, 2021, under the terms and conditions of the employment agreement.

Robert Hadaway to the temporary, unclassified, professional expert position of head coach, football, effective August 1, 2021, through December 31, 2021, under the terms and conditions of the employment agreement.

Jeff Klein to the temporary, unclassified, professional expert position of head coach, men's basketball, effective July 1, 2021, through June 30, 2022, under the terms and conditions of the employment agreement.

Benjamin Cooper to the temporary, unclassified, professional expert position of head coach, men's soccer, effective August 1, 2021, through December 31, 2021, under the terms and conditions of the employment agreement.

LaTasha Burnett to the temporary, unclassified, professional expert position of head coach, women's basketball, effective July 1, 2021, through June 30, 2022, under the terms and conditions of the employment agreement.

Graziella Cooper to the temporary, unclassified, professional expert position of head coach, women's soccer, effective August 1, 2021, through December 31, 2021, under the terms and conditions of the employment agreement.

Kayle Morris to the temporary, unclassified, professional expert position of head coach, women's swimming, effective January 2, 2022, through May 31, 2022, under the terms and conditions of the employment agreement.

Laura Kocsis to the temporary, unclassified, professional expert position of head coach, women's water polo, effective August 1, 2021, through December 31, 2021, under the terms and conditions of the employment agreement.

Dena Mangini to the temporary, unclassified, professional expert position of job developer, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Gerald Sanchez to the temporary, unclassified, professional expert position of logistics coordinator/inspector, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Richard Levine to the temporary, unclassified, professional expert position of maintenance manager, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Isabel Bogue to the temporary, unclassified, professional expert position of manager, administrative application services, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Natalie Weaver to the temporary, unclassified, professional expert position of manager, apprenticeships and grants, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Melissa Pinion to the temporary, unclassified, professional expert position of manager, communications, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Heather Nishioka to the temporary, unclassified, professional expert position of manager, community partnerships and advancement, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Sarah Riley to the temporary, unclassified, professional expert position of manager, facilities development, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Sergio Lopez to the temporary, unclassified, professional expert position of manager, grounds, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Adalberto Rodriguez to the temporary, unclassified, professional expert position of manager, panther care and veterans resource center, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Prentice Harris to the temporary, unclassified, professional expert position of program coordinator, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Elizabeth Almanza to the temporary, unclassified, professional expert position of project director, upward bound program, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

David Lamour to the temporary, unclassified, professional expert position of second assistant coach, football/out-of-season, all sports, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.

Joseph Sanchez Rodriguez to the temporary, unclassified, professional expert position of second assistant coach, football/out-of-season, all sports, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.

Jacob Davies to the temporary, unclassified, professional expert position of second assistant coach, men's soccer/out-of-season, all sports, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.

Erik Zamudio to the temporary, unclassified, professional expert position of second assistant coach, women's soccer/out-of-season, all sports, effective July 1, 2021, through May 31, 2022, under the terms and conditions of the employment agreement.

Rustico Antolin to the temporary, unclassified, professional expert position of simulation technology specialist, effective August 2, 2021, through May 18, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.

Ruben Nevarez to the temporary, unclassified, professional expert position of simulation technology specialist, effective July 1, 2021, through June 30, 2022, including a one-time

- payment effective July 1, 2020, under the terms and conditions of the employment agreement.
- Alan Braggins to the temporary, unclassified, professional expert position of statewide director, advanced manufacturing, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.
- Irene Gishwiller to the temporary, unclassified, professional expert position of student experience and career training expert, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.
- Sam Gaddie to the temporary, unclassified, professional expert position of sustainability and environmental safety officer, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.
- Janice Sewell to the temporary, unclassified, professional expert position of title V coordinator, dual enrollment and work-based learning, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.
- Pedro Molina to the temporary, unclassified, professional expert position of work-based learning liaison, economic development, effective July 1, 2021, through June 30, 2022, under the terms and conditions of the employment agreement.
- Rosalinda Rivas to the temporary, unclassified, professional expert position of workforce development coordinator, effective July 1, 2021, through June 30, 2022, including a one-time payment effective July 1, 2020, under the terms and conditions of the employment agreement.
- Jacqueline Rivera to the temporary, unclassified, professional expert position of workforce training liaison, economic development, effective July 1, 2021, through June 30, 2022, under the terms and conditions of the employment agreement.

Appointment of:

The Governing Board approved the temporary increase in assignment for Alice Soto, administrative assistant II, health sciences, from .475 to 1.0 FTE for the period of July 1, 2021, through December 31, 2021.

In closed session, the Governing Board voted by a unanimous (5:0) to deny an appeal submitted by an employee of a Title 5 administrative determination and to issue a final District decision approving the Title 5 administrative determination.

**MONITORING**

The following reports were submitted to the Governing Board for their information:

2021-2022 Chaffey College Vision for Success Performance Outcomes

Annual Measure P Financial Audit

Curriculum Monitoring Report

## CONSENT AGENDA

Trustee Olivares-Lambert recused herself from any discussion or voting on item E.2.g of the consent agenda because the Chaffey Joint Union High School District (CJUHSD) is a source of income for a company she owns.

A motion was made by Mr. McDougal, seconded by Ms. Brugger, to approve item E.2.g, Memorandum of Understanding Between the Chaffey Joint Union High School District and Members of the West End Corridor, Chaffey Regional Adult Education Consortium.

Yeas: Ms. Brugger, Mr. McDougal, Ms. Negrete-McLeod, Mr. Ovitt,  
Ms. Douge (advisory)  
Abstain: Ms. Olivares-Lambert  
Nays: None

A motion was made by Ms. Negrete-McLeod, seconded by Ms. Brugger, to approve the remaining consent agenda as presented.

Yeas: Ms. Brugger, Mr. McDougal, Ms. Negrete-McLeod, Mr. Ovitt,  
Ms. Olivares-Lambert, Ms. Douge (advisory)  
Abstain: None  
Nays: None

Through this action, the following were approved (Approval of Minutes, May 27, 2021, through Memorandum of Understanding – Chaffey Community College District and California School Employees Association (CSEA), Chapter 431.)

## GOVERNANCE PROCESS

The minutes of the May 27, 2021, regular Board meeting were approved as presented.

The Governing Board received board policies for second action reading and adoption.

The Governing Board considered and passed Resolution 62421 changing future Governing Board regular election dates to coincide with the California Primary Elections.

## BUSINESS/FISCAL AFFAIRS

The Governing Board approved the 2021-2022 tentative budget as submitted.

The Governing Board adopted Resolution 62421A, which authorizes the District to proceed with applying the uniform system of rating bidders and process for appeals outlined in the “Request for Prequalification of Bidders Template” attached as Exhibit “A” of the Resolution.

The Governing Board adopted Resolution 62421B, which delegates authority to the superintendent/president or his designee to sell or otherwise dispose of the electronic equipment and miscellaneous materials listed in Exhibit A of the resolution, and to execute all documents in connection therewith, in accordance with the terms and conditions of the resolution.

The Governing Board approved the Chaffey College Fontana Campus Master Plan as presented.

The Governing Board approved the U.S. Department of Education Higher Education Emergency Relief Fund III (HEERF III) Project - Institutional Allocation, in the amount of \$22,981,404.

The Governing Board approved the U.S. Department of Education Higher Education Emergency Relief Fund III (HEERF III) Project - Student Aid Allocation, in the amount of \$23,570,619.

The Governing Board approved the Memorandum of Understanding between Chaffey Joint Union High School District and Chaffey College, a member of the West End Corridor Chaffey Regional Adult Education Consortium, for the period of July 1, 2021 through June 30, 2022, in the amount of \$304,500.

The Governing Board authorized the District to let sole source purchase orders to Apple, Inc., without formal, public advertising and receiving of bids, for fiscal year 2021-2022 as needed, to buy Apple products for instructional and administrative use.

## HUMAN RESOURCES

The Governing Board approved the District’s annual submission of the Equal Employment Opportunity Fund Certification affirming that funding use is in compliance with the Multiple Method Allocation Model pursuant to Title 5.

The Governing Board approved the employment contract between the Governing Board of the Chaffey Community College District and the interim dean, health sciences.

The Governing Board approved the memorandum of understanding between the Chaffey Community College District and California School Employees Association (CSEA), Chapter 431.

## ACTION AGENDA

### BUSINESS/FISCAL AFFAIRS

The contract, purchase order, and warrant lists were ratified on the motion of Mr. McDougal, second of Ms. Brugger. (These lists have been made part of the minutes of this meeting.)

Yeas: Ms. Brugger, Ms. Negrete-McLeod, Mr. McDougal, Mr. Ovitt,  
Ms. Olivares-Lambert, Ms. Douge (advisory)  
Nays: None

## CEO/STAFF REPORTS

Dr. Henry Shannon, superintendent/president, presented the Board with copies of his monthly report. The report highlighted the \$25 million transformative grant given to Chaffey College by philanthropist MacKenzie Scott; COVID-19 vaccination site hosting; and an update from the office of student services.

Faculty Senate President Nicole DeRose submitted a report which provided updates on Faculty Senate membership; constitutional amendments passed; Faculty Senate scholarships; adopted resolutions and/or support statements; and included accomplishments by Christa Havenhill, art; Terezita Overduin, library; and Timothy J. Smith, success center.

Ms. DeRose thanked the faculty for allowing her to serve as the Acting Faculty Senate President. President Ovitt thanked her for her service.

Classified Senate President Sarah Schmidt highlighted classified professionals Trisha Albertsen, Alyssa Kraus, Christine Martinez, Deborah Corrales, Leticia Mowrey, Sarah Schmidt, Lisa Bruchet, Kelly Kindred, Hope Ell, Ashira Murphy, and Joseph Cascio.

CSEA President Sapna Jethani-Prado reiterated what was read during public comments.

CCFA President Bruce Osborn was not present.

CDCFA had no report.

## BOARD COMMENTS, REQUESTS, AND FUTURE AGENDA ITEMS

Dr. Shannon thanked the exceptional Board for their leadership.

## ADJOURNMENT

The meeting was adjourned at 4:47 p.m. in memory of:

- David Gaddie, father of Sam Gaddie, sustainability and environmental safety officer
- Bob Olivera, former KNA associate dean and athletic director
- Karen Arciniega Steichen, daughter of nursing professor Rachel Arciniega

The next regular meeting of the Chaffey Community College District Governing Board is Thursday, July 22, 2021.

---

President

---

Clerk

**AGENDA ITEM**  
**Chaffey Community College District**  
**GOVERNING BOARD**

July 22, 2021  
Board Meeting Date

TOPIC BOARD MEETING DATE CHANGE

Communication No. IV.F.1.b

---

SUPPORTS BOARD POLICY

**Board Policy 2310 Regular Meetings of the Governing Board** – By Governing Board action taken at a prior meeting, any future meetings may be added, cancelled, or rescheduled.

PROPOSAL

To change the date of the September Board meeting to Monday, September 20, 2021.

BACKGROUND

It is proposed that the date of the September Board meeting be changed to accommodate Board member schedules.

BUDGET IMPLICATIONS

N/A

RECOMMENDATION

It is recommended that the Governing Board change the date of the September Board meeting to Monday, September 20, 2021.

Prepared by: <u>Henry D. Shannon, Superintendent/President</u>
Recommended by: <u>Henry D. Shannon, Superintendent/President</u>



**AGENDA ITEM**  
**Chaffey Community College District**  
**GOVERNING BOARD**

July 22, 2021

Board Meeting Date

TOPIC           **CERTIFY/ATTEST BOARD ACTIONS**

Communication No. IV.F.1.c

SUPPORTS BOARD POLICY

**Board Policy 2210 Officers** – The clerk of the Governing Board shall certify or attest to certain actions taken by the Governing Board whenever such certification or attestation is required for any purpose.

PROPOSAL

To authorize the Governing Board clerk to attest to actions taken by the Governing Board.

BACKGROUND

A number of agencies require official certification of various actions of the Governing Board. With the election of Board officers tonight, this action will update the official approved signatures list for the District.

BUDGET IMPLICATIONS

N/A

RECOMMENDATION

To authorize the Governing Board clerk to attest to actions taken by the Governing Board whenever such certification or attestation is required for any purpose.

Prepared by:	Henry D. Shannon, Superintendent/President
Recommended by:	Henry D. Shannon, Superintendent/President

**AGENDA ITEM**  
**Chaffey Community College District**  
**GOVERNING BOARD**

July 22, 2021

Board Meeting Date

TOPIC      **MEMORANDUM OF UNDERSTANDING – COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) PARTNERSHIP AGREEMENT BETWEEN CHAFFEY COMMUNITY COLLEGE DISTRICT AND FONTANA UNIFIED SCHOOL DISTRICT**

---

Communication No.    IV.F.2.a

---

---

SUPPORTS BOARD POLICY

**BP 1400 Core Value 5:** Responsiveness to the Community - Chaffey College develops community partnerships, unique learning opportunities, and outreach programs to meet the needs of the community.

PROPOSAL

To approve the Memorandum of Understanding with Fontana Unified School District (FUSD) to facilitate a College and Career Access Pathways (CCAP) Agreement for purposes of increasing access to Chaffey College courses for FUSD students.

BACKGROUND

The proposed CCAP agreement with FUSD will, per the legislation AB 30, enable Chaffey College to (1) offer classes noted in the appendix of the CCAP agreement on an FUSD campus during the high school day; (2) close sections to the general population; (3) enable high school students to enroll in up to 15 units; and (4) collect apportionment on the sections offered under the agreement.

BUDGET IMPLICATIONS

*Funding Source* – No funding required.

*Status of Funds* – No funding required.

*Future Implications* – There are no future costs associated with this program.

RECOMMENDATION

That the Governing Board approve the College and Career Access Pathways (CCAP) Partnership Agreement between Chaffey Community College District and Fontana Unified School District.

Prepared by:	Matthew Morin, Director of Intersegmental Partnerships
Submitted by:	Laura Hope, Associate Superintendent of Instruction and Institutional Effectiveness
Recommended by:	Henry D. Shannon, Superintendent/President

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)  
PARTNERSHIP AGREEMENT  
BETWEEN  
CHAFFEY COMMUNITY COLLEGE DISTRICT,  
AND  
FONTANA UNIFIED SCHOOL DISTRICT**

This College and Career Access Pathways (CCAP) Partnership Agreement (“Agreement”) is entered between the Chaffey Community College District (CCCD) and Fontana Unified School District (FUSD), in accordance with California Education Code section 76004. This Agreement is dated as of --- ---, 2021 (the “Effective Date”).

**RECITALS**

**WHEREAS**, Assembly Bill 288, effective January 1, 2016, authorizes the governing board of a community college district to enter into a College and Career Access Pathways partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness, for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education;

**WHEREAS**, Assembly Bill 288 allows community college districts to enter into partnership agreements with high schools to outline the terms of the partnership and to establish protocols for information sharing, joint facilities use, and parental consent for high school pupils to enroll in community college courses;

**WHEREAS**, Assembly Bill 288 authorizes specified high school pupils to enroll in up to 15 units per term if those units are required for the pupils' partnership programs and would authorize a community college district to exempt special part-time and special full-time students taking up to a maximum of 15 units per term from specified fee requirements;

**WHEREAS**, FUSD is a school district located in one of the communities within CCCD's service area and the expressed goal of the CCCD is to provide equitable access for students, especially those that belong to underrepresented and underserved populations, to earn college credit while still in high school;

**WHEREAS**, FUSD and CCCD desire to enter into this CCAP Partnership Agreement for the purpose of offering or expanding dual enrollment opportunities with the goal of developing seamless pathways from high school to college, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness;

**WHEREAS**, the following pathways are included in the CCAP Partnership Agreement between CCCD and FUSD:

1. CSU/UC General Education Certification Pathway: Courses that have been approved to meet one of the California State University (CSU) General Education Breadth requirements or an Intersegmental General Education Transfer Curriculum (IGETC) requirement for any CSU or University of California campus.
2. Academic and Career Community Pathway: Courses that enable students who have identified a career cluster of interest to make an informed decision to enroll in a program of study without accumulating unnecessary elective credits.
3. Career Technical Education Pathway: Courses that have been vetted as part of a certificate or degree pathway leading to gainful employment; and

**WHEREAS**, course instruction shall comply with this Agreement and all policies and procedures required by applicable California Law, to the extent that they do not conflict with provisions listed under Education Code Section 76004.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Fontana Unified School District and the Chaffey Community College agree as follows:

## **1 TERMS**

### **1.1 Term of the Agreement**

The term of this Agreement shall be five (5) years from the Effective Date, unless sooner terminated as provided herein.

### **1.2 Submission and Amendments**

Pursuant to Education Code Section 76004(c)(3), copies of this Agreement shall be filed with both the Chancellor of the California Community Colleges ("State Chancellor") and with the Department of Education before the start of the partnership created by this Agreement. The State Chancellor may void this Agreement if it is determined that this Agreement does not comply with the intent of Education Code Section 76004. Any amendment to this Agreement shall be filed with the State Chancellor. The parties will meet, as needed, to determine if the

Agreement should be amended, to include but not be limited to adding additional courses and pathways that have been developed.

### **1.3. Number of High School Students Projected to be Served**

The initial number of high school students to be served under this agreement is listed in Appendix A. However, this number may change through the ratification of addendums as agreed upon by both parties.

### **1.4. Number of FTES Projected to be Claimed by CCCD Per Year**

Approximate Number of FTES projected to be claimed by CCCD per year is listed by course in Appendix A. This number may change through the ratification of addendums as agreed upon by both parties.

### **1.5. Scope, Nature, Time, Location and Listing of Community College Courses Offered**

CCCD shall offer courses to FUSD high school students who are dual enrolled at both CCCD and FUSD. Courses offered as part of this Agreement shall be community college courses applicable towards a career in technical education or preparation for transfer to a community college with the goal of improving high school graduation rates and helping high school students, especially underrepresented populations, achieve college and career readiness. The courses may be taught using any of the following modalities: face-to-face, hybrid, fully online synchronous, or fully online asynchronous. Face-to-face and hybrid classes will be taught on an FUSD campus. The scope, nature, time, location and listing of community college courses to be initially offered will be presented as Appendix A. The addition or discontinuation of courses or pathways will be presented as addendums between the specific FUSD high school (the "School") and the CCCD.

#### **1.5.1. Linked Learning and Career Technical Education (CTE) Courses**

Pathway is defined by courses that are in the Intersegmental General Education Transfer Curriculum (IGETC), CSU General Education pathway, and courses in a career pathway leading to an industry recognized certificate or credential.

### **1.6 Addendum**

The implementation of this Agreement will be accomplished by a specific School and the CCCD through an Addendum that defines the details of the relationship between the School and the CCCD. The terms and conditions of the Addendum shall not be inconsistent with the Agreement nor shall the Addendum purport to amend the Agreement in any form. The Addendum template is attached hereto as Attachment 1 to the Agreement. For ease of use, the Addendum is in a fill-in-the-blank format. CCCD and the individual FUSD high school shall complete the AB288 Addendum, which shall become an addendum to this Agreement as needed and agreed upon by both parties.

**1.7 Protocols for Information Sharing**

Education records and personally identifiable information regarding FUSD students shall be shared between the Points of Contact. FUSD’s and CCCD’s Points of Contact shall then further share, or provide the permission to directly share, that information within their respective institutions, as necessary.

**1.8. Point of Contact for the School District Partner and Community College District**

The following officials shall serve as the Points of Contact under this Agreement:

Fontana Unified School District (FUSD)	Chaffey Community College District (CCCD)
<p data-bbox="402 674 586 705">Tracey Vackar</p> <p data-bbox="261 720 724 789">Executive Director, College, Careers and Economic Development</p> <p data-bbox="342 804 643 835">Tracy.Vackar@fUSD.net</p> <p data-bbox="318 850 667 882">(909) 357-5000, ext. 29180</p> <p data-bbox="232 896 751 928">9680 Citrus Avenue, Fontana, CA, 92335</p>	<p data-bbox="967 674 1292 705">Janice Dominguez-Sewell</p> <p data-bbox="829 720 1430 789">Coordinator, Dual Enrollment and Work-based Learning</p> <p data-bbox="951 804 1308 835">Janice.Sewell@chaffey.edu</p> <p data-bbox="1032 850 1227 882">(909) 652-6103</p> <p data-bbox="813 896 1446 928">5885 Haven Ave., Rancho Cucamonga, CA 91737</p>

**1.9. Employer of Record**

All courses offered under this Agreement shall be taught by faculty employed by CCCD. CCCD shall be the employer of records for these faculty members and shall be responsible for all assignment monitoring and reporting obligations to the county office of education and under applicable federal teacher quality mandates, if any.

**2 CERTIFICATIONS**

**2.1 CCCD Faculty**

CCCD certifies that no CCCD or community college instructor who has been convicted of any sex offense, as defined in Education Code Section 87010, or any controlled substance offense, as defined in Education Code Section 87011, shall be retained by CCCD to teach any course on any FUSD campus. All CCCD faculty teaching courses under this Agreement shall meet all state and federal reporting requirements regarding minimum qualifications and conditions.

**2.2 No Displacement of Faculty**

FUSD certifies that no existing high school teacher who was teaching the same course on the high school campus offered under this Agreement has been displaced or terminated because a community college instructor is teaching that same course. CCCD certifies that a qualified high school teacher teaching a course offered for college credit at a high school

campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

### **2.3 No Reduction of Access to Same Course at CCCD**

CCCD certifies that the community college courses offered for college credit on FUSD's campus do not reduce access to the same course offered on CCCD's campus.

### **2.4 No Oversubscribed Courses**

CCCD certifies that community college courses that are oversubscribed or have waiting lists shall not be offered in this Agreement.

### **2.5 CCCD's Core Mission**

Participation in this partnership and this Agreement is consistent with CCCD's core mission pursuant to Education Code Section 66010.4. Pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college.

### **2.6 Collective Bargaining**

CCCD and FUSD certify that all actions taken pursuant to this Agreement comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching an AB288 CCAP Partnership Agreement course offered for high school credit.

## **3 ADMISSION, ENROLLMENT AND REGISTRATION**

### **3.1 Admission and Enrollment**

The conditions and requirements for admission to the college and enrollment in a course pursuant to this Agreement shall be established by the CCCD and shall comply with the guidelines set forth in applicable law and college policy.

### **3.2 Admission of Special Part-Time or Special Full-Time Students**

FUSD students who take college courses under this Agreement and Addendum shall be admitted to CCCD as "Special Part-time" or "Special Full-time" students pursuant to Education Code Section 76001, applicable regulations, and CCCD Board Rules.

### **3.3 Marketing of Courses**

All Dual Enrollment courses will be advertised as open to the general public, except those Dual Enrollment courses which are held on a closed high school campus and limited to high school students in accordance with Education Code 76004.

### **3.4 Priority Enrollment and Registration**

Priority enrollment and registration will be equivalent to the priority assigned to a student attending a middle college high school, as described in Education Code 11300.

### **3.5 Limiting Enrollment**

Pursuant to Education Code Section 76004(o), CCCD may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP partnership Agreement.

**3.5.1.** CCCD may not provide Kinesiology Activity (physical education) course options to FUSD students pursuant to this Agreement. Kinesiology Lecture courses, such as *Diet and Fitness*, may still be offered.

### **3.6 Unit Limit**

Pursuant to Education Code Section 76004(p), FUSD students admitted as special part-time students and taking courses under this Agreement, may enroll in up to a maximum of 15 units per term if: 1) the units constitute no more than four community college courses per term; 2) the units are part of an academic program under this Agreement; and 3) the units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

## **4 STUDENT FEES**

### **4.1 Student Fee Exemptions**

Pursuant to Education Code Section 76004(q), FUSD students admitted to CCCD under this Agreement as special part-time students shall be exempt from the following student fees: 1) Student Representation Fee (Education Code Section 76060.5); 2) Nonresident Tuition Fee (Education Code Section 76140); 3) Transcript Fee (Education Code Section 76223); 4) Enrollment Fee (Education Code Section 76300); 5) Apprentice Fee (Education Code Section 76350); and 6) Child Development Center Fee (Education Code Section 79121). A high school pupil enrolled in a course offered through this Agreement shall not be assessed any fee that is prohibited by Section 49011. (Education Code Section 76004(f)).

### **4.2 Materials Fee Exemptions**

High school pupils, or a pupil's parent or guardian, enrolled in courses offered through a CCAP agreement shall not be assessed or charged fees prohibited by Education Code Section 49011. This includes any fees needed to participate in the course such as



textbooks, supplies, materials, and equipment.

**4.2.1** CCCD and FUSD shall work collaboratively to seek funding in support of textbooks, equipment and supplies and other instructional materials as required to support CCAP sections for high school students participating in the program. This may include local school/college sites exploring the use of discretionary resources and seeking federal, state, local and grant funding.

## **5 STATE APPORTIONMENT**

### **5.1 Apportionment**

Pursuant to Education Code Section 76004(s), CCCD shall request and receive state apportionment funding for all college courses offered under the AB 288 Agreement. Pursuant to Education Code Section 76004(r), FUSD shall not seek or receive a state allowance or apportionment funding for any instructional activity for which CCCD requests or receives state apportionment funding.

### **5.2 Average Daily Attendance (ADA)**

This Agreement or any Addendum will not result in FUSD losing any amount of Average Daily Attendance (ADA). Any courses offered under this Agreement shall be offered at such times to ensure that FUSD students are scheduled to meet minimum ADA requirements.

## **6 REPORTING**

### **6.1. Annual Report to the State Chancellor's Office**

CCCD and FUSD shall report annually to the Office of the Chancellor of the California Community Colleges the following: 1) Total number of High School students enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all state and federal privacy laws. 2) The total number of community college courses by category, type, and school site enrolled in by CCAP partnership participants. 3) The total number and percentage of successful course completions, by course category, type and school site of CCAP partnership participants. 4) The total number of full-time equivalent students generated by the CCAP partnership participants. 5) A copy of the CCAP Partnership Agreement shall be filed with the Chancellor of the California Community Colleges and the State Department of Education before the start of a program or course offered pursuant to this Agreement.

## **7 PROCEDURES, TERMS AND CONDITIONS**

### **7.1. Implementing Policies and Procedures**

FUSD and CCCD will each develop policies and procedures consistent with the terms of this Agreement. Each party will distribute the policies and procedures to each participating high school principal and college and college instructor prior to the implementation of the CCAP program.

## **7.2 Student Supervision**

FUSD and CCCD agree to work cooperatively with regard to student discipline. Students are subject to FUSD's student discipline procedures, which are governed by Education Code section 48900 et seq. and FUSD's policies and procedures, while they attend classes on FUSD's campus. Should this Agreement be extended to courses at the College, high school students will be subject to CCCD's student discipline procedures. However, a student disciplinary action taken by the College in response to student misconduct will not affect the student's attendance in the program.

## **7.3 Parental Consent**

FUSD shall obtain any required parental consent, by way of a signature on the electronic enrollment submission form, for any FUSD student taking dual enrollment courses under this Agreement.

## **8 NON-DISCRIMINATION**

Neither FUSD nor Chaffey College shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

## **9 CANCELATION AND TERMINATION**

Either party may terminate this CCAP Agreement by providing 30 days' written notice specifying the effective date and scope of such termination. Written notice of termination of this CCAP Agreement shall be addressed to the responsible person listed under "Notices".

## **10 INSTRUCTORS**

### **10.1 Minimum Qualifications**

The minimum qualifications for instruction in a CCAP course pursuant to this Agreement shall be consistent with the requirements in other similar courses offered by CCCD and shall be published or otherwise listed by the CCCD. All instructors shall meet the qualification requirements of Title 5, California Code of Regulations, sections 53410 and 58060 or as amended.

## **10.2 Supervision**

Instructors who teach a course pursuant to this CCAP Agreement must be under the immediate supervision of an identified employee of CCCD who has met the minimum qualifications for instruction in the course in a California Community College.

## **10.3 Approval to Teach Courses**

Only instructors approved by CCCD may teach Dual Enrollment Courses

## **10.4 Reporting of Attendance and FTES**

All instructors must report attendance and FTES by the deadlines provided at the beginning of each semester or term.

## **10.5 Non-Compliance**

Faculty who do not comply with the policies, regulations, standards, and expectations of the CCCD shall be ineligible to teach a course pursuant to this CCAP Partnership Agreement.

## **10.6 Evaluation**

Faculty performance shall be evaluated by the CCCD using the adopted evaluation process and standards for adjunct (part-time) faculty of the college, subject to the approval of the CCCD.

## **10.7 Scope**

CCCD shall determine the number of instructors, the ratio of instructors to students and the subject areas of instruction.

## **10.8 Instructional Services**

The instructional services provided pursuant to this agreement shall include development of appropriate lectures. The lectures will conform to the Course Outline of Record (COR) and the recommendations of experienced CCCD instructors. Instruction shall meet the academic standards and criteria of the CCCD. Instructional presentations shall incorporate planned practical demonstrations and the use of audio-visual techniques, or vocational equipment (as needed).

# **11 ASSESSMENT OF LEARNING AND CONDUCT**

## **11.1 Standards of Achievement**

Students enrolled in a course pursuant to this CCAP Partnership Agreement that is held on a FUSD campus shall be held to the same standards of achievement as students in courses taught on the CCCD campus.

### **11.2 Grading Standards**

Students enrolled in a course pursuant to this CCAP Partnership Agreement that is held on a FUSD campus shall be held to the same grading standards expected of students taking the course on the CCCD campus.

### **11.3 Evaluative Assessments**

Students enrolled in a course pursuant to this CCAP Partnership Agreement which is held on a FUSD campus shall be assessed using the same methods as students taught on the CCCD campus.

### **11.4 Standards of Behavior**

Students enrolled in a course pursuant to this CCAP Partnership Agreement which is held on a FUSD campus shall be held to the same standards of behavior as those expected of students in courses taught on the CCCD campus.

## **12 EVALUATION**

### **12.1 Student Evaluations**

CCCD may conduct end-of-semester (or term) student evaluations for each Dual Enrollment course offered on a FUSD campus in accordance with established guidelines.

### **12.2 Annual Surveys**

CCCD and FUSD may annually conduct voluntary surveys of instructors and district personnel for the purpose of informing practice, making adjustments, and improving the quality of Dual Enrollment course delivery.

### **12.3 Progress Monitoring**

FUSD may monitor the progress of its pupils attending CCCD under this CCAP Partnership Agreement, and may obtain pupil records from CCCD pursuant to Education Code 49076 (E) and 76243 (a)(4).

## **13 RECORD KEEPING AND COMPUTATION**

**13.1** Records of student attendance and achievement for all FUSD students who enroll in

a Dual Enrollment course shall be maintained by FUSD's Custodian of Records using the district's Student Information Management System and by CCCD's electronic records system as managed by the Admissions and Records Department.

**13.2** Any education records or personally identifiable information pertaining to any FUSD students taking courses under this Agreement shall be exchanged between FUSD and CCCD in compliance with the Family Educational Privacy Rights Act (FERPA), Education Code Sections 76200-76246, and CCCD Board Rules. CCCD shall provide a dual enrollment application form on which the parent or guardian of the FUSD student will provide consent to enroll in community college courses and consent to have identifiable information, including grades, shared between FUSD and CCCD.

**13.3** Limitation on Use. CCCD and FUSD shall use each student education record received, pursuant to this Agreement, solely for a purpose consistent with the authority to access that information in accordance with federal and state law, as applicable, and as stipulated in Education Code section 49076.

**13.4** Recordkeeping Requirement. FUSD and CCCD shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations, section 99.32, and under Education Code section 49064.

**13.5** All records of student attendance and achievement shall be submitted to CCCD in accordance with CCCD's timelines and shall be maintained by CCCD. CCCD and FUSD will maintain a current student data sharing agreement and will upload data at the conclusion of each term or semester.

## **14 TRANSCRIPTS, PERMANENT RECORDS OF STUDENT ACHIEVEMENT, ATTENDANCE AND GRADES**

**14.1** Both the CCCD college of attendance and the FUSD school of attendance shall record transcript records when courses are completed. Upon receipt of an official report signed by the Chaffey College registrar showing the course title, number of college units and the course grade, the high school equivalent course and the credits allowed may be recorded on the student's cumulative record and the electronic transcript by the student's FUSD school of attendance.

**14.2** FUSD students participating in dual enrollment may submit a request, by the submission deadline for the term or semester, for Pass/No Pass or Credit/No Credit if the course is eligible for this as noted in the college catalog.

**14.3** A class dropped within the college drop deadline will not appear on the high school transcript as a college course.

## **15 SUPPORT SERVICES**

## **15.1 Access to Resources and Services**

CCAP courses will be delivered in a nondiscriminatory manner ensuring equity and access to all students. Dual enrolled students will have access to Chaffey College resources and services, including tutoring services and dual enrollment counselors.

**15.1.1** For students with disabilities, FUSD will continue to provide services as required by the participating student's Individualized Education Plan ("IEP") for CCAP classes offered on FUSD sites during the school day. CCCD will make reasonable accommodations to ensure that FUSD is able to implement the student's IEP in CCAP classes. Students may choose to seek accommodations pursuant to the American with Disabilities Act through the College's Disability Support Program and Services ("DSPS") Office. If a student is processed through the DSPS Office, CCCD will fund accommodations pursuant to Title II of the American with Disabilities Act. If issues arise in the provision of accommodations and services, the points of contact for the School and the CCCD as identified in the Addendum will meet to bring in the necessary constituencies to resolve the issues in an expeditious manner.

## **16 INDEMNIFICATION**

### **16.1. Hold Harmless**

Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Governing Board, officers, employees, agents, and volunteers from and against any and all forfeitures, demands, claims, causes of action, suits, and all liabilities, costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of the Agreement.

#### **16.1.1. Independent Contractor**

Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees, or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this

Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend, and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.

#### **16.1.2. Subcontractors**

The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other. Both Parties shall require and verify that all subcontractors, should their services be retained, maintain insurance meeting all the requirements stated herein.

### **17 FACILITIES**

#### **17.1. Classroom Space**

FUSD will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to Chaffey College or students. FUSD agrees to clean, maintain, and safeguard FUSD's premises. FUSD warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

#### **17.2. Books and Materials**

The instructor and Chaffey College shall determine the books and materials to be used during each course offered as part of this CCAP Agreement. FUSD and Chaffey College understand that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

#### **17.3. Facilities Access**

FUSD will provide Internet access, classroom key, restroom key to Chaffey College instructors.

#### **17.4. College Facilities**

Chaffey College facilities may be used subject to mutual agreement by the parties as expressed in an Appendix to this Agreement.

#### **17.5. Supervision, Security and Custodial Support**

For CCAP courses offered at an FUSD school site during a period in which FUSD on-site

supervision and facilities, custodial and security personnel are already present, no additional costs shall be incurred by CCCD.

## **18 INSURANCE**

### **18.1 Coverage Required of Chaffey College**

Coverage required of Chaffey College under this Agreement shall not be canceled or non-renewed without 30 days prior written notice from Chaffey College to FUSD, except where cancellation is for nonpayment of premium, then 10 days' prior notice shall be given.

If Professional Liability, and/or Errors & Omissions coverages are written on a claims-made form:

- a. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, CHAFFEY COLLEGE must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to the FUSD for review.

### **18.2. Coverage Required of Fontana Unified School District**

Coverage required of FUSD under this Agreement shall not be canceled or non-renewed without 30 days prior written notice from FUSD to CHAFFEY COLLEGE, except where cancellation is for nonpayment of premium, then 10 days' prior notice shall be given.

If Professional Liability, and/or Errors & Omissions coverages are written on a claims-made form:

- a. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, FUSD must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to CHAFFEY COLLEGE for review.

### **18.3. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII



and admitted to do business in the state of California, or accepted by the Surplus Lines Association to do business in California.

#### **18.4. Verification of Coverage**

Chaffey College shall furnish FUSD with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by FUSD before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. FUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

FUSD shall furnish Chaffey College with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Chaffey College before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. Chaffey College reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### **18.5 Insurance Requirements**

Each party agrees to self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:

- (a) General Liability: \$1,000,000 Per occurrence for bodily injury, personal and advertising injury and property damage.
  - Contractor's insurance to be primary and non-contributory.
  - 30-day notice of intent to cancel, non-renew, or make material change in coverage.
  - FUSD and CSRM JPA are to be named as "Additional Insured" on Certificates of Insurance from Chaffey College.
  - CCCCD and California Schools Risk Management are to be name as "Additional Insured" on Certificates of Insurance from FUSD.
- (b) Workers' compensation: Statutory Form.
  - 30-day notice of intent to cancel, non-renew, or make material change in coverage
- (c) Employers' Liability: \$1,000,000 per occurrence
- (d) Commercial General Liability: \$1,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
- (e) Automobile Liability Insurance: \$300,000 combined single limit covering all owned, non-owned and hired vehicles. \$1,000,000 combined single limit for bodily injury and property damage per accident; coverage to include owned, non-owned, and hired automobiles.

(f) Sexual Abuse or Molestation: \$3,000,000 Aggregate per occurrence.

### **18.6 Workers' Compensation**

For the purpose of Workers' Compensation, FUSD shall be the "primary employer" for all its personnel who perform services as support staff. FUSD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective FUSD personnel made in connection with performing services and receiving instruction under this Agreement. FUSD agrees to hold harmless, indemnify, and defend CHAFFEY COLLEGE, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by FUSD personnel connected with providing services under this CCAP Agreement. FUSD is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the FUSD.

### **19 EMPLOYMENT WITH A PUBLIC AGENCY:**

No employee of another public agency can receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time expended in the execution of the services under this Agreement.

### **20 CONFLICT OF INTEREST**

Each Party affirms that to the best of its knowledge there exists no actual or potential conflict between family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the other. Neither Party, its officials, officers, employees, agents, or volunteers, shall be in a reporting relationship to an employee who is a near relative, nor shall the near relative be in a decision-making position with respect to a Party.

### **21 DRUG-FREE WORKPLACE AND POLICY REQUIREMENTS**

While performing any service for under this Agreement, the Parties' employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

### **22 FORCE MAJEURE**

Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event that is beyond that party's reasonable control and without its fault or negligence. Such events may include but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other

industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

**23 NO THIRD-PARTY RIGHTS**

Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

**24 INTEGRATION**

This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations expressed or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

**25 MODIFICATION AND AMENDMENT**

No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

**26 GOVERNING LAWS**

This agreement shall be interpreted according to the laws of the State of California with venue in the County of San Bernardino, California.

**27 SEVERABILITY**

This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

**28 COUNTERPARTS**

This CCAP Agreement may be executed by the parties in separate counterparts, but all such counterparts shall together constitute one and the same instrument.

**29 NOTICES**

Any and all notices required to be given hereunder shall be deemed given when personally delivered to the aforementioned Points of Contact for the respective parties below.

**FONTANA UNIFIED SCHOOL DISTRICT**

**CHAFFEY COMMUNITY COLLEGE DISTRICT**

Representative: Randall Bass  
Superintendent  
Tel:  
Email:

Representative: Henry D. Shannon  
Superintendent/President  
Tel:  
Email:

IN WITNESS WHEREOF, the parties execute this MOU effective on the date first written above:

FONTANA UNIFIED SCHOOL DISTRICT:

CHAFFEY COLLEGE:

By: \_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Printed Name*

By: \_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Printed Name*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**

An Appendix will be submitted each semester or summer term during which Chaffey Community College District (CCCD) and Fontana Unified School District (FUSD) partner to offer coursework as part of the College and Career Access Pathways (CCAP) partnership governed by California Assembly Bill 288.

FONTANA HIGH SCHOOL

Course Information

CRN	COURSE	TITLE	CAMPUS	BLDG	RM #	INSTRUCTOR	DAYS	START DATE	END DATE	START TIME	END TIME	CREDITS	CONTACT HOURS
19533	AUTOTEC-10	Service and Repair		INET	ONLINE	Hudson, J.	MTWTH	8/23/21	12/09/21	asynchronous	asynchronous	(LECTURE) 3	54
			FUSD	FHS	P101	Hudson, J.	MTWTH	8/23/21	12/09/21	02:30PM	03:35PM	(LAB) 1	54
20703	AUTOTEC-455	General Auto Technician B	INET	INET	ONLINE	Hudson, J.	MTWTH	8/23/21	12/09/21	asynchronous	asynchronous	(LECTURE) 9	162
			FUSD	FHS	P101		MTWTH	8/23/21	12/09/21	8:30AM	12:05PM	(LAB) 3	162
TBD	AUTOTEC-450	General Auto Technician A	TBD	TBD	TBD	Hudson, J.	MTWTH	SPRING	SPRING	TBD	TBD	(LECTURE) 9	162
			TBD	TBD	TBD		MTWTH	SPRING	SPRING	TBD	TBD	(LAB) 3	162

Number of High School Students, FTES, Ability of Pupils to Benefit

CRN	COURSE	TITLE	NUMBER OF SPECIAL ADMIT STUDENTS	MAX FTES	ABILITY OF PUPILS TO BENEFIT
19533	AUTOTEC-10	Service and Repair	70	14.4	High rate of success among high school students in this course
20703	AUTOTEC-455	General Auto Technician B	10	6.2	High rate of success among high school students in this course
TBD	AUTOTEC-450	General Auto Technician A	10	6.2	High rate of success among high school students in this course

Book(s) and Materials Cost

CRN	COURSE	TITLE	TEXT	MATERIALS	COST
19533	AUTOTEC-10	Service and Repair	<b>AUTOMOTIVE SERVICE: INSPECTION, MAINTENANCE, REPAIR.</b>		Library is already in existence
20703	AUTOTEC-455	General Auto Technician B	TBD	N/A	TBD
TBD	AUTOTEC-450	General Auto Technician A	TBD	N/A	TBD

**AGENDA ITEM**  
**Chaffey Community College District**  
**GOVERNING BOARD**

July 22, 2021  
Board Meeting Date

TOPIC **AUTHORIZED SIGNATURE LIST**

---

Communication No. IV.F.3.a

---

**SUPPORTS BOARD POLICY**

**Board Policy 6150 Designation of Authorized Signatures** - The Governing Board, on recommendation of the Superintendent/President, approves a listing of designated employees whose signature is approved for essential District business for the fiscal year. Modified lists are submitted to the Governing Board as necessary.

**PROPOSAL**

To approve the revised district authorized signature list to be effective July 22, 2021. The changes include removing Melanie Siddiqi, associate superintendent, administrative services and revising Alisha Rosas' title from acting vice president, student services, equity, outreach and communications to associate superintendent, student services and strategic communications.

**BACKGROUND**

The signature list specifying persons authorized to sign official District documents is approved by the Governing Board. The signature list reflects the appropriate changes.

**BUDGET IMPLICATIONS**

*Funding Source – N/A*

*Status of Funds – N/A*

*Future Implications – N/A*

**RECOMMENDATION**

It is recommended the Governing Board approve the revised District authorized signature list to be effective July 22, 2021.

Submitted by:	Lisa Bailey, Associate Superintendent, Business Services and Economic Development
Recommended by:	Henry D. Shannon, Superintendent/President

## DISTRICT AUTHORIZED SIGNATURE LIST

July 22, 2021

### DISTRICT OFFICIAL DOCUMENTS

Henry D. Shannon, Superintendent/President  
Laura Hope, Associate Superintendent, Instruction and Institutional Effectiveness  
Lisa Bailey, Associate Superintendent, Business Services & Economic Development

### CONTRACTS

Henry D. Shannon, Superintendent/President  
Lisa Bailey, Associate Superintendent, Business Services & Economic Development  
Kimberly Erickson, Executive Director, Business Services  
Susan Hardie, Executive Director, Human Resources

### PURCHASE ORDERS

Henry D. Shannon, Superintendent/President  
Lisa Bailey, Associate Superintendent, Business Services & Economic Development  
Kimberly Erickson, Executive Director, Business Services

### BOOKSTORE PURCHASE ORDERS

Henry D. Shannon, Superintendent/President  
Lisa Bailey, Associate Superintendent, Business Services & Economic Development  
Kimberly Erickson, Executive Director, Business Services  
Dawn Hatfield, Administrator, Campus Store

### AUDITOR-CONTROLLER SIGNATURE/FUND CUSTODIAN AUTHORIZATION

Lisa Bailey, Associate Superintendent, Business Services & Economic Development  
Kimberly Erickson, Executive Director, Business Services  
Trisha Albertsen, Accountant

### NOTICES OF EMPLOYMENT-PERSONNEL AGREEMENTS

Henry D. Shannon, Superintendent/President  
Laura Hope, Associate Superintendent, Instruction and Institutional Effectiveness  
Lisa Bailey, Associate Superintendent, Business Services & Economic Development  
Alisha Rosas, Associate Superintendent, Student Services & Strategic Communications  
Susan Hardie, Executive Director, Human Resources  
Ruth Ann Valencia, Director, Career and Transfer Centers (Student NOE)

### CHECKING ACCOUNTS

District

- Henry D. Shannon, Superintendent/President
- Lisa Bailey, Associate Superintendent, Business Services & Economic Development
- Kimberly Erickson, Executive Director, Business Services

Bookstore

- Henry D. Shannon, Superintendent/President
- Lisa Bailey, Associate Superintendent, Business Services & Economic Development
- Anita D. Undercoffer, Executive Director, Budgeting and Fiscal Services
- Kimberly Erickson, Executive Director, Business Services

Cafeteria

- Henry D. Shannon, Superintendent/President
- Lisa Bailey, Associate Superintendent, Business Services & Economic Development
- Anita D. Undercoffer, Executive Director, Budgeting and Fiscal Services
- Kimberly Erickson, Executive Director, Business Services



CHECKING ACCOUNTS *continued*

Associated Student Body (CCSG)

- Henry D. Shannon, Superintendent/President
- Lisa Bailey, Associate Superintendent, Business Services & Economic Development
- Anita D. Undercoffer, Executive Director, Budgeting and Fiscal Services
- Kimberly Erickson, Executive Director, Business Services

Auxiliary Services

- Henry D. Shannon, Superintendent/President
- Lisa Bailey, Associate Superintendent, Business Services & Economic Development
- Anita D. Undercoffer, Executive Director, Budgeting and Fiscal Services
- Kimberly Erickson, Executive Director, Business Services

Chaffey College Chino Community Center

- Henry D. Shannon, Superintendent/President
- Lisa Bailey, Associate Superintendent, Business Services & Economic Development
- Anita D. Undercoffer, Executive Director, Budgeting and Fiscal Services
- Kimberly Erickson, Executive Director, Business Services

Chaffey College Revolving Cash Fund

- Henry D. Shannon, Superintendent/President
- Lisa Bailey, Associate Superintendent, Business Services & Economic Development
- Anita D. Undercoffer, Executive Director, Budgeting and Fiscal Services
- Kimberly Erickson, Executive Director, Business Services

Clearing Account, Federal Student Grant Program

- Henry D. Shannon, Superintendent/President
- Lisa Bailey, Associate Superintendent, Business Services & Economic Development
- Anita D. Undercoffer, Executive Director, Budgeting and Fiscal Services
- Kimberly Erickson, Executive Director, Business Services

State of California Cal Grant, Chaffey College Federal Grant, Federal Grant Program-Pell Second Chance and Full-time Student Success Grant Programs

- Henry D. Shannon, Superintendent/President
- Lisa Bailey, Associate Superintendent, Business Services & Economic Development
- Anita D. Undercoffer, Executive Director, Budgeting and Fiscal Services
- Kimberly Erickson, Executive Director, Business Services
- Trisha Albertsen, Accountant

Student Representation Fee

- Henry D. Shannon, Superintendent/President
- Lisa Bailey, Associate Superintendent, Business Services & Economic Development
- Anita D. Undercoffer, Executive Director, Budgeting and Fiscal Services
- Kimberly Erickson, Executive Director, Business Services

PAYDEN & RYGEL

Henry D. Shannon, Superintendent/President

Lisa Bailey, Associate Superintendent, Business Services & Economic Development

Anita D. Undercoffer, Executive Director, Budgeting and Fiscal Services

Kimberly Erickson, Executive Director, Business Services

**AGENDA ITEM**  
**Chaffey Community College District**  
**GOVERNING BOARD**

July 22, 2021

Board Meeting Date

TOPIC **DESIGNATION OF NEWSPAPER FOR PUBLICATION NOTICE OF THE 2021-2022 BUDGET PUBLIC HEARING AND DATES AND TIMES FOR PUBLIC INSPECTION AND PUBLIC HEARING**

---

Communication No. IV.F.3.b

---

SUPPORTS BOARD POLICY

**Board Policy 6200 Budget Preparation** – Each year, the Superintendent/President shall present a budget or plan, prepared in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual to the Governing Board.

PROPOSAL

To approve:

- a. The designation of the *Inland Valley Daily Bulletin* as the newspaper for the publication of notice of the public hearing on the 2021-2022 budget.
- b. August 23, 24, and 25, 2021 as the dates the 2021-2022 budget will be available for public inspection on the Chaffey Community College website <https://www.chaffey.edu/budgeting-and-fiscal-services/index.php>.
- c. August 26, 2021, at 2:00 p.m. as the date and time of the budget public hearing.

Due to COVID-19 restrictions, please visit the Chaffey Community College District website, Governing Board page <https://www.chaffey.edu/leadership/governingboard.php>, for the August 26 agenda, when available, to view if the meeting will be in-person or virtual.

BACKGROUND

Pursuant to California Administrative Regulations, Title 5, section 58301, the Governing Board of each district shall hold a public hearing on the proposed budget on or before September 15, but at least three days following the availability of the proposed budget for public inspection. Also, this item designates the *Inland Valley Daily Bulletin* as the newspaper that notifies the public of the dates when the proposed final budget may be inspected and the date, time, and location of the public hearing on the adoption of the final budget for 2021-2022. The notification for the proposed budget will be published in the *Inland Valley Daily Bulletin*, a newspaper of general circulation in the district, at least three days prior to the availability of the proposed budget for public inspection.

BUDGET IMPLICATIONS

*Funding Source* – Unrestricted general fund.

*Status of Funds* – The cost for the advertisement is an annually budgeted item.

*Future Implications* – N/A

DESIGNATION OF NEWSPAPER FOR PUBLICATION NOTICE OF THE 2021-2022 BUDGET PUBLIC HEARING AND DATES AND TIMES FOR PUBLIC INSPECTION AND PUBLIC HEARING  
July 22, 2021  
Page 2

RECOMMENDATION

It is recommended the Governing Board approve:

- a. The designation of the *Inland Valley Daily Bulletin* as the newspaper for the publication of the notice of public hearing on the 2021-2022 budget.
- b. August 23, 24, and 25, 2021 as the dates the 2021-2022 budget will be available for public inspection on the Chaffey Community College website.
- c. August 26, 2021, at 2:00 p.m. as the date and time of the budget public hearing.

Prepared by:	Anita D. Undercoffer, Executive Director, Budgeting and Fiscal Services
Submitted by:	Lisa Bailey, Associate Superintendent of Business Services and Economic Development
Recommended by:	Henry D. Shannon, Superintendent/President

**AGENDA ITEM**  
**Chaffey Community College District**  
**GOVERNING BOARD**

July 22, 2021

Board Meeting Date

TOPIC      **DISPOSAL OF DISTRICT PROPERTY: ELECTRONIC EQUIPMENT  
AND MISCELLANEOUS MATERIALS**

Communication No.    IV.F.3.c

**SUPPORTS BOARD POLICIES**

Supports and complies with Policies: 2710 Conflict of Interest, 6100 Delegation of Authority, 6330 Purchasing, 6340 Contracts, and 6550 Disposal of Property.

**PROPOSAL**

To adopt attached Resolution 72221, which delegates authority to the superintendent/president or his designee to sell or otherwise dispose of the electronic equipment and miscellaneous materials listed in Exhibit A of the resolution, and to execute all documents in connection therewith, in accordance with the terms and conditions of the resolution.

**BACKGROUND**

The Chaffey Community College District is owner of the electronic equipment and miscellaneous materials listed on Exhibit A, attached to the resolution. The listed items have exceeded their useful life and are no longer suitable for district purposes and may be disposed of through auction sale.

Pursuant to California Education Code Section 81450 et seq., the resolution must be adopted by majority vote of those members present to be valid.

In accordance with the district's Governing Board Policy 6550 and California Education Code Section 81450 et seq., Resolution 72221 delegates authority to the superintendent/president or his designee to sell or otherwise dispose of the listed items and to execute all documents in connection therewith, subject to the terms and conditions of the resolution.

**BUDGET IMPLICATIONS**

N/A

**RECOMMENDATION**

It is recommended that the Governing Board adopt Resolution 72221, which delegates authority to the superintendent/president or his designee to sell or otherwise dispose of the electronic equipment and miscellaneous materials listed in Exhibit A of the resolution, and to execute all documents in connection therewith, in accordance with the terms and conditions of the resolution.

Attachment:              Resolution 72221

Prepared by:	Kim Erickson, Executive Director, Business Services
Submitted by:	Lisa Bailey, Associate Superintendent, Business Services and Economic Development
Recommended by:	Henry D. Shannon, Superintendent/President

**RESOLUTION NO. 72221**

**A RESOLUTION OF THE GOVERNING BOARD OF CHAFFEY  
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE DISPOSAL OF  
ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIALS**

**WHEREAS**, the Chaffey Community College District ("District") is owner of the electronic equipment and miscellaneous materials listed on the attached Exhibit A; and

**WHEREAS**, the listed items have exceeded their useful life and are no longer suitable for district purposes and may be disposed of through auction sale; and

**WHEREAS**, pursuant to California Education Code Section 81450 et seq., this resolution must be adopted by majority vote of those members present to be valid; and

**WHEREAS**, in accordance with the District's Governing Board Policy 6550, this resolution delegates authority to the superintendent/president, or his designee, to sell or otherwise dispose of the listed items, and to execute all documents in connection therewith, in accordance with Education Code Sections 81450 and 81452.

**NOW, THEREFORE, BE IT RESOLVED BY CHAFFEY COMMUNITY COLLEGE DISTRICT, AS FOLLOWS:**

Section 1. The Governing Board finds and determines that all of the recitals set forth above are true and correct.

Section 2. The Governing Board approves the delegation of authority to the district's superintendent/president, or his designee, to sell or otherwise dispose of the electronic equipment and miscellaneous materials listed in the attached Exhibit A, and to execute all documents in connection therewith, in accordance with Education Code Sections 81450 and 81452.

Section 3. That this delegation of authority shall be valid for the sale or disposal of the items listed in the attached Exhibit A, or until rescinded by the Governing Board.

Section 4. That this resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** by the Governing Board of the Chaffey Community College District at Rancho Cucamonga, California, this 22<sup>nd</sup> day of July 2021, at a regular meeting by the following vote:

Ayes:  
Noes:  
Abstentions:  
Absent:

I, Kathleen Brugger, Clerk of the Governing Board of the Chaffey College Community College District of San Bernardino County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted by said board at the regular meeting thereof at the date and place and by vote stated, which resolution is on file and of record in the office of said board.

---

Kathleen Brugger  
Clerk, Governing Board

**EXHIBIT A**

**DISPOSAL OF DISTRICT PROPERTY: ELECTRONIC EQUIPMENT AND  
MISCELLANEOUS MATERIALS**

**BOARD MEETING DATE: JULY 22, 2021**

<u>Quantity</u>	<u>Description (Make, Model, Color, Dimensions, Etc.)</u>	<u>Serial #s (Asset #'s)</u>
3	Xerox Phaser 6250	PWG465227 (122955), PWG566383 (123040), PW6677195 (123798)
1	Xerox Phaser 6350	4423A-KDRF (125242)
3	HP LaserJet 4000	USEK076894 (111040), USEF233709 (116324), USEX033258 (112326)
3	HP LaserJet 4050	USQF047408 (117671), USQX035615 (113315), USQA048049 (113180)
2	HP LaserJet 4050n	USQZ035701 (113308), USQX070737 (117148)
16	HP LaserJet 4100	JPLGD23988 (120873), USGNH33549 (118954), USLGD02115 (118810), USJNK06914 (118618), USJNJ47328 (118980), USJNG32517 (118835), USJNG14649 (118821), USBNH04562 (117477), JPLGD11629 (120840), USLGD02107 (118806), USBGC05293 (119787), USJNJ47333 (118974), USLGD02059 (118803), USJNG14655 (118819), USJNG14639 (118826), USJNG32513 (118828),
2	HP LaserJet 4100n	USJNJ47340 (118975), USBGB19588 (118697)
5	HP LaserJet 4200	CNBX410836 (121299), USGNN15772 (123015), USGNL18556 (122713), USGNP13208 (N/A), CNBX410825 (121300)
4	HP LaserJet 4250	CNGXH20811 (N/A), CNGXH10977 (125376), CNBXC31793 (124277), CNGXG54002 (126021)
1	Brother Intellifax 4100e	U61639A6J590897 (N/A)
14	Dell Optiplex 790	B3PNP51 (134513), BHGQMS1 (134405), B31HPS1 (134507), BHGMMS1 (134402), BHHMM51 (134406), BHJMMS1 (134401), BGHRMS1 (134404), BHJRMS1 (134403), B3LKPS11 (134514) B3PMPS1 (134508), 92WTL02 (136426), B3KPPS1 (134517), B3NJPS1 (134511), BHRMS1 (134407)
38	Dell Optiplex 7010	9R9YL02 (136452), 9QZXL02 (136385), 9QSVL02 (136388), 6J1DL02 (136231), FQ0MFX1 (135622), 9W7XHQ1 (133469), CDGXDX1 (135039), 9Q7XL02 (136355), 9R2ZL02 (136395), 9PWTL02 (136406), FQDLFX1 (135518), FR3MFX1 (135538), JOPDW12 (136681), FQ8LFX1 (135621), 3Z9YM22 (136735), CDGYDX1 (135041), FR4KFX1 (135321), 9QYYL02 (136472), FS2LFX1 (135354), FT9KFX1 (135138), FS65MX1 (135132), FSCMFX1 (135266), JOPSA412 (136677), CDFZDX1 (135035), N/A (135344), 9R9ZL02 (136471), N/A (136377), 9QDWL02 (136439), 9RGTL02 (N/A), FR7KFX1 (135515), 9QHXL02 (136424), N/A (N/A), 9Q12L02 (136325), FV3MFX1 (135650), FQVKFX1 (135618), FV6MFX1 (1353XX), 9QGWL02 (136403), N/A (135083)

**AGENDA ITEM**  
**Chaffey Community College District**  
**GOVERNING BOARD**

July 22, 2021  
Board Meeting Date

TOPIC: **FIVE-YEAR CONSTRUCTION PLAN**

---

Communication No. IV.F.3.d

---

SUPPORTS BOARD POLICY

**Board Policy 6600 Capital Construction** – the District will improve the physical learning environment and access by upgrading and renovating current facilities and adding additional facilities as appropriate, within limits of district resources.

PROPOSAL

To approve the 2023-2027 Five-Year Construction Plan (FYCP).

BACKGROUND

The FYCP is an annual document required by the state Chancellor’s Office. Included in the FYCP are projects that the District expects to pursue, both currently and over the state’s budget window of 2023 to 2027. The purpose of the FYCP is two-fold: 1) it provides the state with insight as to the District’s use of facilities as compared to student demand; and 2) it determines the funding worthiness of the District relative to state support for capital construction projects.

Over the past year, District staff has been working with Gensler Architects to manage those elements used to determine state funding support. The goal has been to formulate a FYCP that attracts the greatest amount of revenue at the least expense to the District. The Final Project Proposal (FPP) for a new Instructional building at the Chino campus was submitted five years ago and has been approved and funded by Proposition 51, which passed in November 2016. The Chino Instructional building construction budget allocation will be part of the Governors 2021-2022 spending plan.

Approval of the FYCP by the Board is being requested so that all related documents may be formally submitted to meet the state’s August 1, 2021, deadline.

BUDGET IMPLICATIONS

N/A

RECOMMENDATION

It is recommended that the Governing Board:

- a. Approve the 2023-2027 Five-Year Capital Construction Plan.
- b. Authorize the superintendent/president of the college to sign the formal documents that authorize action on behalf of the District.

Prepared by:	Sarah Riley, Manager, Facilities Development
Reviewed by:	Troy Ament, Interim Vice President, Administrative Services
Recommended by:	Henry D. Shannon, Superintendent/President

**CHAFFEY COMMUNITY COLLEGE DISTRICT  
2023-2027 FIVE YEAR (CAPITAL) CONSTRUCTION PLAN  
EXECUTIVE SUMMARY**

Project By Campus	Classification	Projected Occupancy	Project Scope in ASF	Net Change in ASF	Projected Cost	Projected Funding Sources		
						State Supported	Chaffey CCD Supported	Other
<b><u>Chaffey Chino Campus</u></b>								
1 Instructional Building 1	Growth	2022/2023	22,960	22,960	\$25,186,000	\$12,724,000	\$12,462,000	\$0
<b><u>Chaffey Rancho Cucamonga Campus</u></b>								
2 Library Learning Commons	Replacement/Addition	2024/2025	55,060	28,485	\$75,159,690	\$0	\$75,159,690	\$0
3 MACC Renovation/Addition	Renovation/Addition	2025/2026	16,760	5,000	\$19,906,516	\$0	\$19,906,516	\$0
		<b>FYCP TOTAL</b>			<b>\$120,252,206</b>	<b>\$12,724,000</b>	<b>\$107,528,206</b>	<b>\$0</b>



**AGENDA ITEM**  
**Chaffey Community College District**  
**GOVERNING BOARD**

July 22, 2021  
Board Meeting Date

TOPIC QUARTERLY BUDGET TRANSFER REPORT

Communication No. IV.F.3.e

---

**SUPPORTS BOARD POLICY**

**Board Policy 6250 Budget Management** – The budget shall be managed in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. Budget revisions shall be made only in accordance with these policies and as provided by law.

**PROPOSAL**

To approve the Budget Transfer Board Report for the period of April 1, 2021 through June 30, 2021.

**BACKGROUND**

Board Policy 6250, Budget Management, requires that transfers between expenditure classifications must be approved by a majority vote of the members of the Governing Board. Budget transfers between major expenditure classifications for district funds are routinely processed to facilitate modifications to the adopted budget. These modifications only affect the expenditure classification and do not increase or decrease the adopted budget.

**BUDGET IMPLICATIONS**

*Funding Source* – N/A

*Status of Funds* – N/A

*Future Implications* – N/A

**RECOMMENDATION**

It is recommended that the Governing Board approve the Budget Transfer Board Report for the period of April 1, 2021 through June 30, 2021.

Prepared by:	<u>Anita D. Undercoffer, Executive Director, Budgeting and Fiscal Services</u>
Submitted by:	<u>Lisa Bailey, Associate Superintendent, Business Services and Economic Development</u>
Recommended by:	<u>Henry D. Shannon, Superintendent/President</u>

**CHAFFEY COMMUNITY COLLEGE DISTRICT  
QUARTERLY BUDGET TRANSFER REPORT**

From 04/01/2021 To 06/30/2021

July 22, 2021 Board Meeting

<b>BUDGET TRANSFERS</b>	<b>FROM</b>	<b>TO</b>
<b><u>Fund 10: General Fund Unrestricted</u></b>		
1000 Academic Salaries		22,226
2000 Classified Salaries	81,171	
3000 Benefits	648	
4000 Supplies & Materials		42,459
5000 Other Operating Expenses & Services	145,252	
6000 Capital Outlay		162,386
	<hr/>	<hr/>
<b>Total Transfer Fund 10 Unrestricted</b>	<b>227,071</b>	<b>227,071</b>
<b><u>Fund 10: General Fund Restricted</u></b>		
1000 Academic Salaries		471,669
2000 Classified Salaries	536,752	
3000 Benefits	61,325	
4000 Supplies & Materials		190,982
5000 Other Operating Expenses & Services		107,677
6000 Capital Outlay		62,086
7000 Other Outgo	234,337	
	<hr/>	<hr/>
<b>Total Transfer Fund 10 Restricted</b>	<b>832,414</b>	<b>832,414</b>
<b><u>Fund 41: Capital Projects Fund</u></b>		
5000 Other Operating Expenses & Services	120,044	
6000 Capital Outlay		343,133
7000 Other Outgo	223,089	
	<hr/>	<hr/>
<b>Total Transfer Fund 41</b>	<b>343,133</b>	<b>343,133</b>
<b><u>Fund 43: Measure P Bond Fund</u></b>		
4000 Supplies & Materials	100,385	
5000 Other Operating Expenses & Services		736
6000 Capital Outlay		102,933
7000 Other Outgo	3,284	
	<hr/>	<hr/>
<b>Total Transfer Fund 43</b>	<b>103,669</b>	<b>103,669</b>
<b>Total Transfers All Funds</b>	<b><u>1,506,287</u></b>	<b><u>1,506,287</u></b>

**AGENDA ITEM**  
**Chaffey Community College District**  
**GOVERNING BOARD**

July 22, 2021  
 Board Meeting Date

TOPIC MANAGEMENT PERSONNEL PLAN/EMPLOYMENT CONTRACTS

Communication No. IV.F.4.a

SUPPORTS BOARD POLICY

**Board Policy 7250, Educational Administrators** - Educational administrators shall be compensated in the manner provided for by the appointment or contract of employment.

PROPOSAL

To ratify the employment contracts between the Governing Board of the Chaffey Community College District and the management employees in positions listed below:

	<u>Proposed Contract Expiration Date</u>
<u>Level II</u>	
Dean, Institutional Effectiveness	June 30, 2023
Dean, Visual and Performing Arts	June 30, 2023
 <u>Level III</u>	
Director, Career and Transfer Centers	June 30, 2023

BACKGROUND

The Chaffey Community College District Management Professional Development/Evaluation Personnel Plan approved by the Governing Board on May 27, 2021, consistent with the provisions of California Education Code, Section 72411, a provision enacted under AB1725, requires all instructional and student services administrators to be employed, and all other administrators may be employed, by the Governing Board of the district by an appointment or contract not to exceed four years. The applicable provisions of the Management Professional Development/Evaluation Personnel Plan approved by the Governing Board provides that managers appointed to Level I positions may be employed by the Governing Board under contract for a period not greater than four (4) years. Managers appointed to Level II, Level III, and Level IV positions may be employed by the Governing Board under contract for a period not greater than three (3) years.

BUDGET IMPLICATIONS

*Funding Source* – Unrestricted general fund

*Status of Funds* – The personnel costs associated with these positions is included in the 2021–22 tentative budget.

*Future Implications* – It is anticipated that these costs will be ongoing.

RECOMMENDATION

It is recommended the Governing Board ratify the employment contracts between the Governing Board of the Chaffey Community College District and management employees in positions listed above.

Prepared by:	Susan Hardie, Executive Director, Human Resources
Reviewed by:	Lisa Bailey, Associate Superintendent, Business Services and Economic Development
Recommended by:	Henry D. Shannon, Superintendent/President

**AGENDA ITEM**  
**Chaffey Community College District**  
**GOVERNING BOARD**

July 22, 2021  
Board Meeting Date

TOPIC **MEMORANDUM OF UNDERSTANDING – CHAFFEY COMMUNITY COLLEGE DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 431**

Communication No. IV.F.4.b

SUPPORTS BOARD POLICY

**Board Policy 7140, Collective Bargaining** – The superintendent/president shall:

- Conduct collective bargaining in a manner that is fair, applies principles of interest-based bargaining, and complies with Governing Board-established parameters.
- Approve collective bargaining contracts.

PROPOSAL

It is recommended that the Governing Board approve the attached memorandum of understanding between the Chaffey Community College District and California School Employees Association (CSEA), Chapter 431.

BACKGROUND

The District recognizes the importance of maintaining safe facilities and operations, for the benefit of the students, faculty, staff and communities we serve. The District and CSEA convened to negotiate the effects of issues related to the COVID-19 pandemic. The attached MOU reflects the agreed upon provisions through July 26, 2021.

BUDGET IMPLICATIONS

*Funding Source* – N/A

*Status of Funds* – N/A

*Future Implications* – N/A

RECOMMENDATION

It is recommended the Governing Board approve the attached memorandum of understanding between the Chaffey Community College District and California School Employees Association (CSEA), Chapter 431.

Prepared by:	Susan Hardie, Executive Director, Human Resources
Reviewed by:	Lisa Bailey, Associate Superintendent, Business Services and Economic Development
Recommended by:	Henry D. Shannon, Superintendent/President

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CHAFFEY COMMUNITY COLLEGE DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAFFEY COLLEGE  
CHAPTER #431  
COVID-19 RESPONSE

June 29, 2021

This memorandum is agreed between The Chaffey Community College District ("District") and the California School Employees Association and its Chaffey College Chapter #431 (together "CSEA") concerning the District's response to the coronavirus (COVID-19) epidemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its faculty and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease.

To these ends, the District and CSEA agree as follows:

1. The District will inform CSEA immediately should it learn of a confirmed COVID-19 infection of any District employee or student.
2. The District will communicate to employees information regarding public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure, to the extent possible under the circumstances, that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The District shall take all necessary steps to comply with recommended social distancing guidelines. The District shall supply employees with face coverings and disposable gloves. CSEA will cooperate with this communication effort.
3. Effective **June 29, 2021**, all classified employees will remain in paid status for the duration of this MOU which is from **June 29, 2021 through July 23 July 26, 2021 . ~~October 1, 2021~~**

CSEA agrees that all previous COVID-19 MOUs and this current COVID-19 MOU do not prohibit the District from disciplining, releasing, or separating employees for reasons unrelated to COVID-19. The District maintains the right to discipline, release, or separate employees for reasons unrelated to COVID-19.

During the duration of this MOU, employees will either need to 1) report to work remotely as needed; or 2) report on-site, as needed. ~~Classified employees who are required to work on-site from July 9, 2021 through October 1, 2021 shall be compensated at 5% above their regular hourly rate for the time actually worked while at the on-site location.~~ A district manager will notify classified employees by District email of their work assignments.

The district will provide a monthly list of all bargaining unit members that have worked at a District work site to CSEA.

During normal work hours, all employees not working on-site must be available to timely receive and respond to work-related communications and directions, if able, as appropriate to the assignment.

When called to return to work on-site, employees must report within three (3) hours or as directed by the supervisor, whichever is later.

If an employee has been called into work during the period of ~~July 9, 2021 through October 1, 2021~~ **June 29, 2021 through October 1, 2021** ~~July 23, 2021~~ **July 26, 2021**, and fails to report, he/she shall be required to use sick or other accruals for absences.

Bargaining unit members shall use video conferencing and other technology in a similar manner as if they were working on-site. Bargaining unit members shall be trained on such technology and software prior to implementation. Bargaining unit members working remotely should take frequent ergonomic breaks, consistent with the District's training.

Any classified employee who is currently on a leave unrelated to COVID-19 will continue to use his/her accrued leave.

4. If an employee is working on-site and meets the COVID-19 restrictions as identified by the CDC or Governor, or is determined by a certified health care professional to be immunocompromised, the employee will be permitted to work remotely. If under the age of 65, the employee must provide documentation from a certified health care professional, to the Office of Human Resources within 30 days. The District may require other classified employees to temporarily perform work outside of classification. Members required to temporarily perform work outside of classification shall be compensated in accordance with Article 18 – Temporary Assignments.
5. Managers shall communicate with bargaining unit members via district email, video conferencing, and/or phone. Employees shall be offered training on computer-based phone systems, Zoom, and other applicable technology and software in order to communicate with students, vendors, and/or other employees prior to implementation. Upon prior notification, group meetings conducted via Zoom may be recorded for training purposes only. Individual meetings shall not be recorded.

6. Employees who have questions about **SB 95** the Federal "Families First Coronavirus Response Act" HR 6201 can access information on the District's Human Resources website. ~~This flier is also posted on the HR Public z drive (intranet) and at various break areas at the District campuses.~~
7. During the period of ~~July 9~~ **June 29, 2021 through October 1** ~~July 23, 2021~~ **July 26, 2021** management and confidential employees may perform bargaining unit work, if necessary. The District will bargain future decisions to contract out bargaining unit work when applicable and required by law.
8. Employees identified to work remotely are expected to have the necessary equipment to do so. In the event employees do not have the necessary equipment, employees will report their equipment needs, and the equipment request shall be reviewed by the manager on a case-by-case basis. Employees who need supplies from the District may arrange with their manager to retrieve such supplies from their work site. Ergonomic support shall be coordinated by the Office of Human Resources.
9. At the District's sole discretion, when needed, the District shall provide remote desk top access, for those employees temporarily assigned to work remotely.
10. The District will comply with all federal and state leave laws regarding COVID-19 that apply to community college classified employees, including members rights to leave per **SB 95** ~~HR 6021, the Families First Coronavirus Response Act.~~
11. Members that are immunocompromised or that meet restrictions identified by the CDC or the Governor and not able to work on site or remotely shall not have leave deducted from their leave balance due to their immunocompromised status meeting the restrictions identified by the CDC or Governor.
12. The District shall comply with and direct classified employees to follow San Bernardino County Health Department guidelines.
13. When an employee is called to work on campus, the District shall encourage and practice social distancing, including ensuring workspaces are distanced in accordance with the San Bernardino County Health Department guidelines.
14. Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure as outlined in Article 21 – Grievance Procedure of the collective bargaining agreement.
15. This MOU is being entered into solely under the context and circumstances of the COVID-19 epidemic and is non-precedent setting.
16. The District and CSEA agree that the COVID-19 Reopening Task Force is an advisory body and does not replace CSEA's right to negotiate the terms and conditions of employment.


17. The District and CSEA agree to meet to negotiate over any additional effects including an extension of the current provisions contemplated in this MOU, if the coronavirus pandemic or related emergency declaration is extended beyond that which is currently known or contemplated.


18. This MOU and all of the provisions herein end at the close of the day on ~~July 9, 2021~~ ~~July 23 July 26, 2021~~ ~~through October 1, 2021~~ unless otherwise extended through a written agreement between the District and CSEA. In the event the County of San Bernardino meets the State of California's criteria to reopen before ~~July 23 July 26, 2021~~ ~~through August 30, 2021~~, the District has the right to require all classified employees return to work under the current CSEA-District collective bargaining agreement. In the event this occurs, The District will continue to provide the necessary supplies for preventive sanitation measures in accordance with San Bernardino County Health Department Guidelines (such as soap and water, disposable towels or tissues, and hand sanitizer). Further, the District will continue to adhere to all of the social distancing and other directives set forth by the San Bernardino County Health Department.

It is agreed and understood that this agreement is subject to all approvals required by CSEA's 610 policy.

Dated this 29th day of June 2021.

Association:

  
Sapna Vethani  
Chief Negotiator, CSEA Chapter #431

  
Noah Snyder  
Labor Relations Representative

District:

  
Lisa Bailey  
Associate Superintendent, Business Services and  
Economic Development



**AGENDA ITEM**  
**Chaffey Community College District**  
**GOVERNING BOARD**

July 22, 2021

Board Meeting Date

TOPIC CONTRACT, PURCHASE ORDER, AND WARRANT LISTS

Communication No. IV.G.1.a

SUPPORTS BOARD POLICY

**Board Policy 6310 Accounting** – Present to the Governing Board at a regular Governing Board meeting a list of all purchase orders and/or District warrants for Governing Board review and ratification.

PROPOSAL

To ratify the contract, purchase order, and warrant lists as presented.

BACKGROUND

The attached reports represent all contracts, purchase orders, and district warrants for the month of June 2021.

BUDGET IMPLICATIONS

*Funding Source* – All Funds

*Status of Funds* – Funding for these contracts, purchase orders, and warrants are included in the 2020-2021 adopted district budgets.

*Future Implications* – None

RECOMMENDATION

It is recommended the Governing Board ratify the attached contract, purchase order, and warrant lists.

Prepared by:	Kim Erickson, Executive Director, Business Services
Submitted by:	Lisa Bailey, Associate Superintendent, Business Services and Economic Development
Recommended by:	Henry D. Shannon, Superintendent/President

## CONTRACT AND CHANGE ORDER LIST<sup>1</sup>

Contract Number	Vendor	City, State	Description of Service	Amount	Funding Source
2021CS483	Ana Fakatoumafi	Anchorage, AK	For a not-to-exceed amount, serve as a virtual guest speaker for CalWorks/CARE graduation celebration on May 6, 2021, as approved by Student Services. <sup>2</sup>	\$450.00	Restricted General Fund
2020PW579A	Bernards Bros, Inc.	Ontario, CA	Amendment #1 - to extend the ending date from June 30, 2021 to June 30, 2023, as approved by Measure P Construction Program.	No Cost Impact	Measure P Bond Fund
2021PW464	BLK Structures and General Contracting, Inc.	Grand Terrace, CA	For a not-to-exceed amount, perform electrical work and data line relocation to accommodate furniture installation at the Dean's Office located on the Fontana campus, for the period of May 26, 2021 through June 30, 2021, as approved by Facilities Development.	3,941.44	Unrestricted General Fund
2021CS473	Carpet Service Bert the Dutchman	Orange, CA	For a not-to-exceed amount, remove and dispose of existing carpet in the Academic Center and Student Lounge located on the Fontana campus, for the period of May 26, 2021 through June 30, 2021, as approved by Facilities Development Department.	8,422.99	Unrestricted General Fund
2021CS479	Christian D Green	Lancaster, CA	For a not-to-exceed amount, provide a virtual presentation on the NextUp event, Summer Connect on Uncovering Your Worth on June 17, 2021, as approved by Student Services. <sup>3</sup>	3,500.00	Restricted General Fund
2021CS29	Debra L. Reilly, A Professional Law Corp	Encinitas, CA	Amendment #1 – to increase the not-to-exceed amount for additional investigation services, as approved by Human Resources Department.	32,535.00	Unrestricted General Fund
2021CS484	Edgar Pazmino	Ontario, CA	For a not-to-exceed amount, provide virtual DJ services for the EOPS graduation celebration on May 7, 2021, as approved by Student Services. <sup>4</sup>	500.00	Restricted General Fund
2021CS460	Emily Wear Shum	Rancho Cucamonga, CA	For a not-to-exceed amount, present a veteran's workshop on transitioning into civilian life: 1 of 3 workshops, on April 7, 2021, as approved by Special Populations and Equity Program. <sup>5</sup>	150.00	Restricted General Fund
2021CS408	Enviser	Garden Grove, CA	For a not-to-exceed amount, to perform TES tank overflow evaluation services at the Rancho campus for the period of January 1, 2021 through July 15, 2021, as approved by Facilities and Physical Plant Department.	24,500.00	Scheduled Maintenance Fund
2020PW273A	Geocon West, Inc.	San Diego, CA	Amendment #1 - to extend the end date from March 31, 2021 to June 30, 2024, as approved by Measure P Construction Program.	No Cost Impact	Measure P Bond Fund

<sup>1</sup> Funding for all contracts and change orders on this list are included in the 2020-2021 adopted district budgets.

<sup>2</sup> Funded by Cooperative Agencies Resources for Education (CARE) budget.

<sup>3</sup> Funded by NextUp Cooperating Agencies Foster Youth Educational Support (CAFYES Next Up) budget.

<sup>4</sup> Funded by restricted Extended Opportunities Programs and Services funds.

<sup>5</sup> Funded by Veteran's Resource Center budget.

2021CS485	Gina Duran	Rancho Cucamonga, CA	For a not-to-exceed amount, present a virtual poetry workshop and Yoga workshop for the NextUp events on May 11, 2021 and June 16, 2021, as approved by Student Services. <sup>6</sup>	\$400.00	Restricted General Fund
2020PW563A	HMC Group	Ontario, CA	Amendment #1 – to increase the not-to-exceed amount for Concept Design fees and to extend the end date from August 24, 2021 to February 5, 2022, as approved by Measure P Construction Program.	25,000.00	Measure P Bond Fund
2021CS91	Jeanine Hill	Rio Verde, CA	Amendment #1 – to increase the no-to-exceed amount for additional services, as approved by Marketing and Public Relations.	\$20.00	Unrestricted General Fund
2021CS477	Jodi Trujillo	Honolulu, HI	For a not-to-exceed amount, facilitate a virtual painting workshop for the NextUp Summer event on June 14, 2021, as approved by Student Services. <sup>7</sup>	125.00	Restricted General Fund
2021CS24	Katherine J. Edwards, Esq.	Huntington Beach, CA	Amendment #1 – to increase the not-to-exceed amount for additional workplace investigation services, as approved by Human Resources Department.	9,640.00	Unrestricted General Fund
2021CS423	Key Code Media, Inc.	Los Angeles, CA	For a not-to-exceed amount, a one-year subscription for Avid Media Composer Education, for the period of June 2, 2021 through June 2, 2022, as approved by Visual and Performing Arts Department. <sup>8</sup>	1,188.00	Restricted General Fund
2021CS475	Key Code Media, Inc.	Los Angeles, CA	For a not-to-exceed amount, the purchase of audio equipment for the period of June 1, 2021 through June 30, 2021, as approved by Visual and Performing Arts Department. <sup>9</sup>	9,125.00	Restricted General Fund
2021PW468	Leighton Consulting, Inc.	Rancho Cucamonga, CA	For a not-to-exceed amount, to provide Abatement oversight services for the Skills laboratory and Aeronautics buildings on the Rancho campus as part of the HVAC Replacement Project #2021PW151, for the period of May 12, 2021 through August 31, 2021, as approved by Facilities Department. <sup>10</sup>	5,127.00	Restricted General Fund / Capital Projects Fund
2021CS225	Linguabee, LLC.	Arvada, CO	Amendment #2 – to increase the not-to-exceed amount for additional interpreting services, as approved by Human Resources Department.	3,017.00	Unrestricted General Fund
2021CS377	Mark Kitchen Equipment	Monterey Park, CA	Amendment #1 – to increase the not-to-exceed amount to install a table and shelves, as approved by Chino Campus.	738.00	Unrestricted General Fund
2021CS481	Minuteman Press of Rancho Cucamonga	Rancho Cucamonga, CA	For a not-to-exceed amount, install a 10x13 wall banner at the Veterans Resource Center located on the Rancho campus for the period of April 22, 2021 through June 30, 2021, as approved by Marketing and Public Relations Department. <sup>11</sup>	2,709.26	Restricted General Fund

<sup>6</sup> Funded by NextUp Cooperating Agencies Foster Youth Educational Support (CAFYES Next Up) budget.

<sup>7</sup> Funded by NextUp Cooperating Agencies Foster Youth Educational Support (CAFYES Next Up) budget.

<sup>8</sup> Funded by restricted Lottery funds.

<sup>9</sup> Funded by Economic Development grant funds.

<sup>10</sup> Funded by Physical Plant & Instructional Support Block grant budget.

<sup>11</sup> Funded by Veteran's Resource Center budget.

2021CS476	Natalie Wyatt	Claremont, CA	For a not-to-exceed amount, serve as a virtual guest speaker for The Week of Wellness on April 28, 2021, as approved by Student Life. <sup>12</sup>	\$250.00	Restricted General Fund
2021CS480	NEOGOV	El Segundo, CA	Annual License Subscription, SparkHire, a video interviewing platform as a part of the District's online employment application for the period of June 1, 2021 through June 30, 2022 as approved by Human Resources Department.	3,500.00	Unrestricted General Fund
2021PW151	NKS Mechanical	Anaheim, CA	Change Order #2 – to increase the not-to-exceed amount for the upgrade of five units from low static to medium static fan per new ASHERE guidelines, as approved by Facilities and Physical Plant Department. <sup>13</sup>	6,187.01	Restricted General Fund / Capital Projects Fund
2021CS489	Padgett's Cleaning & Restoration	Redlands, CA	For a not-to-exceed amount, to repair water leak and perform hazardous material remediation at the Community Center located on the Chino campus for the period of June 22, 2021 through July 31, 2021, as approved by Human Resources Department.	3,825.75	Unrestricted General Fund
2021CS486	QLess	Pasadena, CA	Year 1 of 2-Yr software license to be used for appointment scheduling at the Chino, Fontana, and Rancho campuses, for the period of July 29, 2021 through July 28, 2023, as approved by Student Services.	39,999.92	Unrestricted General Fund
2021CS490	Richard Aragon	Upland, CA	For a not-to-exceed amount, to provide law enforcement background investigation as requested for the period of June 14, 2021 through July 31, 2021, as approved by Human Resources Department.	1,000.00	Unrestricted General Fund
2021CS469	Ryan Budds	Fontana, CA	For a not-to-exceed amount, provide a virtual trivia event on March 12, 2021, as approved by Student Services. <sup>14</sup>	500.00	Restricted General Fund
2021CS52	Rise Interpreting, Inc.	Riverside, CA	Amendment #3 – to increase the not-to-exceed amount for additional interpreting services, as approved by Human Resources Department.	983.00	Unrestricted General Fund
2021CS471	Rite-Way Roof Corporation	Fontana, CA	For a not-to-exceed amount, to repair the existing roof on Zimmermann Hall located on the Rancho campus for the period of June 1, 2021 through June 30, 2021, as approved by Facilities and Physical Plant Department.	2,864.00	Unrestricted General Fund
2021CS482	Rite-Way Roof Corporation	Fontana, CA	For a not-to-exceed amount, repair the existing roof on the Aeronautics and Skills Lab buildings located on the Rancho campus, for the period of June 9, 2021 through June 30, 2021, as approved by Facilities and Physical Plant Department.	8,331.00	Unrestricted General Fund
2021CS478	Sade Burrell	Spring Valley, CA	For a not-to-exceed amount, participate in a virtual CARE/CALWORKS event on April 29, 2021, as approved by Student Services. <sup>15</sup>	3,000.00	Restricted General Fund

<sup>12</sup> Funded by restricted Mental Health Support funds.

<sup>13</sup> Funded by Physical Plant & Instructional Support Block grant budget.

<sup>14</sup> Funded by NextUp Cooperating Agencies Foster Youth Educational Support (CAFYES Next Up) budget.

<sup>15</sup> Funded by CalWORKS budget.

2020PW614A	Safework, Inc.	Irvine, CA	Amendment #1 - to extend the end date from June 20, 2021 to June 30, 2023, as approved by Measure P Construction Program.	No Cost Impact	Measure P Bond Fund
2021CS474	San Bernardino County Superintendent of Schools	San Bernardino, CA	For a not-to-exceed amount, to provide courier services including daily delivery and pick up of Office of the San Bernardino County Superintendent of Schools correspondence and materials from the District Financial Services to Chaffey Community College, for the period of July 1, 2021 through December 31, 2021, as approved by Budgeting and Fiscal Services Department.	\$12,938.59	Unrestricted General Fund
2021CS128	Scott McLeod Plumbing, Inc.	Alta Loma, CA	Amendment #3 – to increase the not-to-exceed amount for additional as-needed emergency plumbing repairs, as approved by Facilities and Physical Plant Department.	925.00	Unrestricted General Fund
2021CS372	Shawn Schauwecker	Alta Loma, CA	Amendment #1 – to increase the not-to-exceed amount to install a 24-gauge galvanized steel panel and dry erase resurfacing, as approved by Math & Science Department.	350.00	Measure P Bond Fund
2021CS56	Sheila Forsberg	Roseville, CA	Amendment #1 – to increase the not-to-exceed amount for additional services, as approved by Human Resources Department.	9,067.00	Unrestricted General Fund
2019PW310	Sinha and Keyfauber Engineering	Monrovia, CA	Amendment #4 – to extend the end date from December 31, 2020 to October 31, 2021, as approved by Facilities Development Department. <sup>16</sup>	No Cost Impact	Restricted General Fund
2021CS32	Solomon Law, APC	Los Angeles, CA	Amendment #1 – to increase the not-to-exceed amount for additional services, as approved by Human Resources Department.	10,000.00	Unrestricted General Fund
2021PW424	T3 Contractors Corp	Riverside, CA	For a not-to-exceed amount, to remove hazardous materials from the Skills Lab building and the Aeronautics building located on the Rancho Campus, for the period of May 4, 2021 through August 14, 2021, as approved by Facilities Department. <sup>17</sup>	4,500.00	Restricted General Fund
2021CS459	Thomas Neil Thornhill	La Verne, CA	For a not-to-exceed amount, provide training in the areas of but, not limited to: business skills, continuous improvement, manufacturing skills, commercial skills, health care, literacy skills, computer skills, management skills and safety skills for the period of May 4, 2021 through June 30, 2021, as approved by Economic Development Department. <sup>18</sup>	2,600.00	Restricted General Fund
2021CS470	Tom Tingesdahl	Wrightwood, CA	For a not-to-exceed amount, serve as a virtual guest speaker for a NextUp event on December 17, 2020, as approved by Student Services. <sup>19</sup>	250.00	Restricted General Fund

<sup>16</sup> Funded by Physical Plant & Instructional Support Block grant budget.

<sup>17</sup> Funded by Physical Plant & Instructional Support Block grant budget.

<sup>18</sup> Funded by Economic Development grant funds.

<sup>19</sup> Funded by NextUp Cooperating Agencies Foster Youth Educational Support (CAFYES Next Up) budget.

2021CS398	Trinity Construction, Inc.	Upland, CA	For a not-to-exceed amount, perform repairs at the modular building located at the Maintenance Yard on the Rancho campus, for the period of March 24, 2021 through June 30, 2021, as approved by Facilities and Physical Plant.	\$2,950.00	Unrestricted General Fund
2021CS45	Victory Valley College	Victorville, CA	Amendment #1 – to increase the not-to-exceed amount for additional training services, as approved by Economic Development Department. <sup>20</sup>	2,800.00	Restricted General Fund
2021CS487	UCROO Inc.	Greenwood Village, CO	Year 1 of 5-yr software license agreement to include; Campus Core, Campus Tasks, and Campus Groups, for the period of June 30, 2021 through June 30, 2026, as approved by Business Services.	95,000.00	Unrestricted General Fund
2021CS396	Western Exterminator Company	Chino, CA	For a not-to-exceed amount, provide exterior rodent management services at the Rancho campus for the period of July 1, 2020 through June 30, 2021, as approved by Facilities and Physical Plant Department.	10,152.00	Unrestricted General Fund

***List reflects contracts entered into and change orders to existing contracts through June 30, 2021.<sup>21</sup>***

<sup>20</sup> Funded by Economic Development grant funds.

<sup>21</sup> Funding for all contracts and change orders on this list are included in the 2020-2021 adopted district budgets.

# CHAFFEY COMMUNITY COLLEGE

## WARRANT REGISTER REPORT

FOR THE MONTH OF June 2021

### GENERAL FUNDS ( 10 )

PAYROLL	6,962,590.84	
COMMERCIAL	<u>7,563,435.78</u>	
<b>TOTAL FUND ( 10 )</b>		14,526,026.62

**SCHEDULED MAINTENANCE FUND ( 42 )** 26,937.60

**BUILDING FUND (40, 43 and 47)** 19,174,225.09

**EARLY RETIREMENT FUND ( 61 )** 8,305.33

**VACATION LIABILITY (69)** -

**CAPITAL OUTLAY PROJECT FUND ( 41 )** 2,473,606.25

### CHILD DEVELOPMENT FUND ( 33 )

PAYROLL	4,760.04	
COMMERCIAL	<u>16,635.62</u>	
<b>TOTAL FUND ( 33 )</b>		21,395.66

**TOTAL ALL FUNDS** **\$ 36,230,496.55**

### PAYROLL WARRANT/ADVICE NUMBERS

127649-127699                      452851-454396

### COMMERCIAL WARRANT NUMBERS

1016858-1017037                      1746020-1747533

### PURCHASE ORDER NUMBERS

BPO's	14952-14952	\$	5,000.00
PO's	55839-55889	\$	426,920.98