WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES
MEETING

AGENDA

WEST VALLEY COLLEGE

SEPTEMBER 3, 2019

BOARD OF TRUSTEES
Anne Kepner · President
Susan Fish · Vice President
Adrienne Grey
Randi Kinman
Jack Lucas
Robert Owens
Karl Watanabe

Evelina Gromilina · MC Student Trustee
Kian Lechner · WVC Student Trustee

Bradley J. Davis · Chancellor
GUIDELINES FOR PUBLIC PARTICIPATION IN BOARD OF TRUSTEES MEETINGS

The following instructions are intended as a guide for members of the public who wish to address the Board of Trustees. These guidelines are in the interest of giving the Board a fair opportunity to hear a diversity of viewpoints.

1. Oral Communications from the Public (Items Not Listed on the Agenda)

You are asked to sign up at the beginning of the meeting, using the form provided at the entrance to the Board Room, but you are not required to do so. The completed form should be submitted to the Board Clerk. When you make your presentation, approach the podium, wait to be recognized by the President of the Board, and identify yourself and the topic you wish to discuss. Limit your presentation to three (3) minutes.

2. Public Discussion (Items Listed on the Agenda)

We welcome comments from the public specific to items that are part of the Board agenda for that meeting. In fairness to those who wish to speak and as a courtesy to those who have come to listen, we request that you adhere to the following guidelines. If you wish to speak, you are asked to provide a completed form to the Board Clerk, but you are not required to do so. When the Board President opens an item for discussion and calls for speakers, approach the podium, identify yourself, and limit your presentation to three (3) minutes. If you wish to give an opinion which has already been expressed by others, please do not be repetitive. The President may impose additional time limitations on any major discussions involving multiple speakers.

ADJOURNMENT TIME

Pursuant to District Policy, Regular Board meetings will be adjourned not later than 11:00 p.m. unless continued by a majority vote of the Board members present.

DOCUMENTS PROVIDED TO THE BOARD OF TRUSTEES

In accordance with the Ralph M. Brown Act, copies of the staff reports and other materials provided to the Board of Trustees in connection with this agenda are available in the Chancellor’s Office, 14000 Fruitvale Avenue, Saratoga, CA, 95070, at the time they are distributed to the Board.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations should contact the Chancellor’s Office at 408-741-2011. Notification 24 hours prior to the meeting will allow the District to make reasonable arrangements to ensure accessibility.

(A) = Action (I) = Information
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1.0 CALL TO ORDER – PUBLIC SESSION

1.1 ROLL CALL

1.2 ORAL COMMUNICATION FROM THE PUBLIC ON CLOSED SESSION AGENDA

Members of the audience may address the Board on any item listed on the Closed Session agenda. Comments will be limited to three (3) minutes per agenda item, with a total of fifteen (15) minutes of public comment on an item unless waived by the Board.

2.0 ADJOURN TO CLOSED SESSION

DIRECTION TO LABOR NEGOTIATORS (Government Code 54957.6)
Provide direction to Associate Vice Chancellor of Human Resources, Albert Moore, and Chancellor Bradley Davis, District-designated representatives, regarding negotiations with WVMFT/AFT Local 6554, WVMCEA, Teamsters, and POA; and to Chancellor Bradley Davis regarding unrepresented groups.

3.0 RECONVENE PUBLIC SESSION

3.1 PLEDGE OF ALLEGIANCE

3.2 REPORT OF CLOSED SESSION ACTION

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3.3 APPROVAL OF THE ORDER OF THE AGENDA

3.4 APPROVAL OF THE MINUTES

Minutes of the August 6, 2019, Meeting
8.6.19 Minutes

3.5 PRESENTATIONS/RECOGNITIONS

Educational and Student Services Presentation:
WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
2019-2020 BUDGET
Presenter: Vice Chancellor Ed Maduli

3.6 ORAL COMMUNICATIONS FROM THE PUBLIC

This portion of the meeting is reserved for persons desiring to address the Board on any matter not on the agenda. No action will be taken.
Public comments on items on the agenda will be taken at the time the item is discussed by the Board.

3.7 WRITTEN COMMUNICATIONS FROM THE PUBLIC

4.0 UNFINISHED BUSINESS- There is none.

APPROVAL OF CONSENT AGENDA ACTION ITEMS

Action items will be acted upon in one motion unless they are removed from the Consent Agenda. Information items will not be discussed unless they are removed from the Consent Agenda.

5.0 COLLEGE PROGRAMS AND SERVICES – Consent Agenda

5.1 CONSIDER APPROVAL OF CURRICULUM CHANGES AT MISSION COLLEGE

Recommendation: That the Board of Trustees approve the curriculum changes at Mission College as presented.

5.2 AGREEMENT WITH ALPHASTAR ACADEMY FOR FACILITY USE OF CLASSROOMS AT MISSION COLLEGE.

Recommendation: That the Board of Trustees authorize the administration to permit non-exclusive use of the facilities to AlphaStar Academy beginning September 8, 2019, through January 31, 2020.

5.3 APPROVE AN AGREEMENT BETWEEN SANTA CLARA COUNTY AND MISSION COLLEGE TO PROVIDE PROFESSIONAL TRAINING SERVICES TO COUNTY STAFF

Recommendation: That the Board of Trustees authorizes the administration enter into an agreement with the County of Santa Clara to provide professional training services to County staff.

6.0 HUMAN RESOURCES – Consent Agenda

6.1 PERSONNEL TRANSACTIONS TO BE ACTED UPON BY THE BOARD OF TRUSTEES

Recommendation: That the Board of Trustees approve the listed items.

I. Appointment(s)

Classified

a. Liza Wong, Administrative Specialist, WVMCEA Office, Technical & Business Unit, Range 69 ($6,400.42-$8,454.17), Division of Math, Science & Engineering, Mission College, 100% of full time, 12 months per year; effective September 9, 2019.

II. Interim Appointment(s)

Temporary Academic

a. Gayathri Chakravarthy, temporary appointment, Fall 2019 & Spring 2020 semesters, Lab Faculty Specialist, Academic Support Center, Mission College, 100% of full time, 10 months per year, effective August 23, 2019, through May 31, 2020.
6.1 Personnel Transactions

7.0 BUSINESS AND FINANCE – Consent Agenda

7.1 MICROSOFT CAMPUS AGREEMENT FOR FISCAL YEAR 2019/20 (A) 70
Recommendation: That the Board of Trustees approve the Microsoft Campus Agreement for Fiscal Year 2019-20 in the amount of $198,657.60.

7.1 Microsoft Campus Agreement

7.2 ELLUCIAN CLOUD SERVICES AGREEMENT FOR FISCAL YEAR 2019/20 (A) 72
Recommendation: That the Board of Trustees approve the Ellucian Cloud Services Agreement for 2019-20 in the amount of $619,752.

7.2 Ellucian Cloud Services

7.3 ACCEPT BASIC CONTRACT AS COMPLETE FOR BID #04-1819 FOR THE DEMOLITION OF THE MAIN BUILDING AND CENTRAL PLANT PROJECT AT MISSION COLLEGE (A) 73
Recommendation: That the Board of Trustees accept the basic construction contract with Ferma Corporation for Bid #04-1819 for the demolition of the Main Building and Central Plant project at Mission College as complete and authorize the District to file a Notice of Completion.

7.3 NOC - Ferma MC MB Demo

7.4 ACCEPT BASIC CONTRACT AS COMPLETE FOR BID # 6-1617, BID PACKAGE 26A, ELECTRICAL & SPECIAL SYSTEMS FOR THE STUDENT SERVICES CENTER PROJECT AT WEST VALLEY COLLEGE (A) 74
Recommendation: That the Board of Trustees accept the basic construction contract with Smith and Sons Electric, Inc. for Bid #16-1617, Bid Package 26A, Electrical & Special Systems for the Student Services Center project at West Valley College as complete and authorize the District to file a Notice of Completion.

7.4 NOC Smith & Sons Electrical- WVC SSC

7.5 PROJECT ASSIGNMENT AMENDMENT WITH GILBANE BUILDING COMPANY FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE BASEBALL TURF REPLACEMENT PROJECT AT MISSION COLLEGE (A) 75
Recommendation: That the Board of Trustees approve the Project Assignment Amendment with Gilbane Building Company for Design and Construction Management Services in the amount of $250,000 for the Baseball Turf Replacement project at Mission College.

7.5 PAA Gilbane - MC Baseball Turf
7.6  PROJECT ASSIGNMENT AMENDMENT WITH GILBANE BUILDING COMPANY FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE CHILD DEVELOPMENT CENTER RENOVATION PROJECT AT MISSION COLLEGE

Recommendation: That the Board of Trustees approves the Project Assignment Amendment with Gilbane Building Company for Design and Construction Management Services in the amount of $416,880 for the Child Development Center (CDC) Renovation project at Mission College.

7.6 PAA Gilbane - MC CDC

7.7  PROJECT ASSIGNMENT AMENDMENT WITH KITCHELL FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE LEARNING RESOURCE CENTER RENOVATION PROJECT AT WEST VALLEY COLLEGE

Recommendation: That the Board of Trustees approve the Project Assignment Amendment with Kitchell for Design and Construction Management Services in the amount of $2,377,725 for the Learning Resource Center (LRC) Renovation project at West Valley College.

7.7 PAA Kitchell - WV LRC

7.8  FINANCIAL STATEMENTS AND BUDGET ADJUSTMENTS

Recommendation: That the Board of Trustees approve the financial statements and budget adjustments as specified for the period of April 1, 2019 through June 30, 2019 (Fourth Quarter). For the Fourth Quarter only, the summary of significant changes lists the Fourth Quarter’s cumulative budget transactions.

7.8 4th Qtr. Budget Adjustments

Attach. 7.8 4th Qtr. Budget Adjustments

REGULAR ORDER OF AGENDA

5.0  COLLEGE PROGRAMS AND SERVICES

5.4  PRESENTATION OF THE NEW MISSION STATEMENT FOR MISSION COLLEGE

Recommendation: That the Board of Trustees approve the updated mission statement for Mission College.

5.4 MC Mission Statement

5.5  COLLEGE AND CAREER ACCESS PATHWAYS (AB288) DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN MISSION COLLEGE AND SANTA CLARA UNIFIED SCHOOL DISTRICT

Recommendation: That the Board of Trustees receive, review and present the College and Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement with Santa Clara Unified School District (SCUSD) as required by Ed Code (EC § 76004(b)) before approving it at a subsequent Board meeting.

5.5 SCUSD CCAP First Review
5.6 RENEWAL OF THE COLLEGE AND CAREER ACCESS PATHWAYS (AB288) DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN WEST VALLEY COLLEGE AND THE CAMPBELL UNION HIGH SCHOOL DISTRICT
Recommendation: That the Board of Trustees receive, review and present the College and Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement with the Campbell Union High School District as required by Ed Code (EC § 76004(b)).

5.7 WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT (WVMCCD) BOARD OF TRUSTEES ACCEPTANCE OF A PLEDGE DONATION TOTALING $500,000 TO ESTABLISH THE FANG PEI PROMISE FUND WITH WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees authorize the West Valley-Mission Community College District (WVMCCD) Foundation and the District administration to accept a pledge donation from Ms. Fang Pei in the amount of $50,000 per year annually for ten years, totaling $500,000, to establish the Fang Pei Promise Fund with West Valley College.

6.0 HUMAN RESOURCES
6.2 ADMINISTRATIVE PERSONNEL TRANSACTIONS TO BE ACTED UPON BY THE BOARD OF TRUSTEES
Recommendation: That the Board of Trustees, per Government Code section 54953(c)(3) and prior to taking final action, orally report a summary of all recommendations for final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of administrators, as defined in subdivision (d) of Section 3511.1, during the open meeting. Subsequent to the report, that the Board approve the following transactions.
I. Appointment(s)
   a. Susan Rittel, Director, Facilities Construction, West Valley-Mission Community College District, Range 22 ($11,228.50-$13,998.33/per month); effective September 9, 2019. Compensation paid in the form of fringe benefits shall be limited per the coverage selected ranging from $11,741-$28,270 on an annual basis.
   b. Chris Dyer, Dean, Instruction, West Valley College, Range 25 ($12,091.92- $15,074.75)/per month); effective September 4, 2019. Compensation paid in the form of fringe benefits shall be limited per the coverage selected ranging from $11,741-$28,270 on an annual basis.
II. Interim Appointment(s)
   a. Chris Dyer, Acting Dean, Instruction, West Valley College, Range 25 ($11,516.08-$14,356.92/per month); effective August 1, 2018, through August 11, 2019; extend through September 3, 2019. Compensation paid in the form of fringe benefits shall be limited per the coverage selected ranging from $11,741-$28,270 on an annual basis.
III. **Temporary Assignment(s)**

a. Mary Jane Conroy, Administrative Unit, from Program Director I, Student Programs, Range 15 ($9,446.17-$11,776.42/per month), to Acting Dean (Student Services), Range 25 ($12,091.92-$15,074.75/per month); effective September 4, 2019, through September 4, 2020. Compensation paid in the form of fringe benefits shall be limited by the coverage selected from $11,741-$28,270 on an annual basis.

b. Joe McDevitt, temporary 15% increase for additional duties assigned, Program Director I, Student Programs, Administrative Unit, Range 15 ($9,446.17-$11,776.42/per month); effective September 4, 2019, through December 31, 2019. Compensation paid in the form of fringe benefits shall be limited by the coverage selected from $11,741-$28,270 on an annual basis.

IV. **Leave(s)**

a. Matais Pouncil, Dean, Student Services, West Valley College, Range 25 ($12,091.92-$15,074.75/per month). Unpaid Leave; effective September 4, 2019, through September 1, 2020. Compensation paid in the form of fringe benefits shall be limited per the coverage selected ranging from $11,741-$28,270 on an annual basis.

6.2 **Administrative Personnel Transactions**

6.3 **RATIFICATION OF THE TENTATIVE AGREEMENT BETWEEN THE WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT (DISTRICT) AND THE WEST VALLEY-MISSION FEDERATION OF TEACHERS/AMERICAN FEDERATION OF TEACHERS, LOCAL 6554 (WVMFT) REGARDING REOPENER NEGOTIATIONS**

Recommendation: That the Board of Trustees approve the proposed tentative agreement with the West Valley-Mission Federation of Teachers/American Federation of Teachers, Local 6554 (WVMFT) as presented at the September 3, 2018, meeting.

6.4 **PUBLIC OPPORTUNITY FOR COMMENT AND ADOPTION OF WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT INITIAL PROPOSALS TO THE WEST VALLEY-MISSION POLICE OFFICERS ASSOCIATION (POA) - PORAC REGION 1**

Recommendation: That the Board of Trustees hear public comment on the proposals, close the public comment period, and adopt the proposals.

7.0 **BUSINESS AND FINANCE**

7.9 **AGREEMENT WITH FORTY NINERS STADIUM MANAGEMENT COMPANY LLC FOR FACILITY USE**

Recommendation: That the Board of Trustees authorize the administration to license the use of Mission College parking lots A, B, C & D, as well as an area of land immediately adjacent to lot D not to exceed 2000 square feet, to the Forty Niners Stadium Management Company LLC (Stadium Manager), beginning September 4, 2019, through June 30, 2021.
7.9 49er Parking Agreement

7.10 RESOLUTION NO. 19090301 TO ESTABLISH THE 2019-2020 APPROPRIATIONS LIMIT
Recommendation: That the Board of Trustees adopt Resolution No. 19090301 to establish the 2019-2020 appropriations limit at $197,129,757.

7.10 GANN Limit Resolution
Attach. 7.10 GANN Limit

7.11 2019/2020 FINAL BUDGET
Recommendation: 1. That the Board of Trustees conduct a Public Hearing on September 3, 2019, as part of consideration of this item in order to receive comments on the Final Budget, and
2. That the Board of Trustees adopt the FY 2019/2020 Final Budget.

7.11 FY 19/20 Final Budget

8.0 BOARD

9.0 INFORMATION REPORTS AND ITEMS FOR FUTURE BOARD CONSIDERATION

9.1 ACADEMIC SENATE UPDATE (Gretchen Ehlers) (Aram Shepherd) (I) Oral
9.2 CLASSIFIED SENATE UPDATE (Cheryl Massa) (Thanh Do) (I) Oral
9.3 STUDENT SENATE UPDATE (Maia Delrooz) (Reymundo Madera) (I) Oral
9.4 WEST VALLEY COLLEGE UPDATE (Charles Bullock) (I) Oral
9.5 MISSION COLLEGE UPDATE (Daniel Peck) (I) Oral
9.6 ASSOCIATE VICE CHANCELLOR OF HUMAN RESOURCES REPORT (Albert Moore) (I) Oral
9.7 VICE CHANCELLOR’S REPORT (Ed Maduli) (I) Oral
9.8 CHANCELLOR’S REPORT (Brad Davis) (I) Oral
9.9 STANDING COMMITTEE REPORT
*Audit and Budget Oversight Committee

9.10 TRUSTEE COMMENTS (I) Oral

10.0 CONTINUATION OF CLOSED SESSION, IF NECESSARY

11.0 RECONVENE PUBLIC SESSION

11.1 Report of Closed Session Action Oral

ADJOURNMENT
1.0 CALL TO ORDER - PUBLIC SESSION
Public session was called to order at 6:00 p.m.

1.1 Roll Call
Present: Board President Anne Kepner; Trustees Susan Fish, Adrienne Grey, Randi Kinman, Jack Lucas, Robert Owens, and Chancellor Bradley Davis. Absent: Trustee Karl Watanabe
Student Trustees: Kian Lechner and Evelina Gromilina (7:00 p.m.)

1.2 Oral Communications from the Public on Closed Session Agenda – There were none.

2.0 ADJOURN TO CLOSED SESSION
The Board adjourned to Closed Session at 6:04 p.m. There were two agendized items:

DIRECTION TO LABOR NEGOTIATORS (Government Code 54957.6)
Provide direction to Associate Vice Chancellor of Human Resources, Albert Moore, and Chancellor Patrick Schmitt, District-designated representatives, regarding negotiations with WVMFT/AFT Local 6554, WVMCEA, Teamsters, and POA and to Chancellor Patrick Schmitt regarding unrepresented groups.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code 54957)
Title: Chancellor

3.0 RECONVENE PUBLIC SESSION
Public Session reconvened at 7:00 p.m.

3.1 PLEDGE OF ALLEGIANCE
All present recited the Pledge of Allegiance.

3.2 REPORT OF CLOSED SESSION ACTION
Board President Kepner reported that no action was taken.

3.3 APPROVAL OF THE ORDER OF THE AGENDA.
Board President Kepner announced that:
The correct number for the resolutions in Item 5.6, CONTRACT BETWEEN CALIFORNIA DEPARTMENT OF EDUCATION AND WEST VALLEY/MISSION CDC FOR CHILD DEVELOPMENT SERVICES, was 19080601 and 19080602.
That a replacement page was being distributed for a page in the minutes of the July 23, 2019, meeting.
That a replacement page was being distributed for a page in Item 6.1, PERSONNEL TRANSACTIONS.
Those replacement pages are attached to these minutes as part of Appendix A.
Action Taken:
It was M/S/P 6/0/1 (Owens/Kinman; Ayes: Fish, Grey, Kepner, Kinman, Lucas, Owens; Nays: None; Absent: Watanabe) to approve the order of the agenda.
Student Trustees: Two yes votes

3.4 APPROVAL OF THE MINUTES
Action Taken:
It was M/S/P 5/0/0/1 (Owens/Fish; Ayes: Fish, Grey, Kepner, Kinman, Owens; Nays: None; Absent: Watanabe) to approve the minutes of the July 23, 2019, meeting.
Student Trustees: Two yes votes.

3.5 PRESENTATIONS AND RECOGNITIONS
Educational and Student Services Presentation: Mission College Hackathon
Dean of Business, Technology, and Kinesiology, Jeffrey Pallin; Program Director Edrina Rashidi; and Faculty
Member Curtis Pembrook discussed the recent Mission College Hackathon. The event brought students together to simulate a real-world Silicon Valley experience. Working together in multi-discipline teams over two days, participating students develop a product for mobile, web, or other physical application. The finished products are presented to their peers and a panel of industry judges. The theme of the 2019 Hackathon was ‘Sustainability.’ Best Overall was awarded to a mobile app concept, ‘The Green Club,’ that utilized map-based gamification to teach sustainability.

3.6 ORAL COMMUNICATIONS FROM THE PUBLIC
Ms. Rachel Goldberg, Mission College Director of Student Development, addressed the Board regarding her request for Professional Development Leave. She discussed her career with Mission College and asked for approval of her request for a one-year leave.

3.7 WRITTEN COMMUNICATIONS FROM THE PUBLIC – There were none.

APPROVAL OF CONSENT AGENDA ACTION ITEMS
Trustee Owens removed Items 7.16, 7.17, and 7.18 for discussion and action.
A discussion was held.
Action Taken:
It was M/S/P 6/0/1 (Fish/Kinman; Ayes: Fish, Grey, Kepner, Kinman, Lucas, Owens; Nays: None; Absent: Watanabe) to approve the consent agenda with the above changes.
Student Trustees: Two yes votes.
Consent Agenda Items are attached to these minutes as Appendix A.
A discussion was held regarding the following items removed from the Consent Agenda.

7.16 APPROVE CONTRACT INCREASE WITH ENVIRONMENTAL SYSTEMS, INC.
Action Taken:
It was M/S/P 6/0/1 (Fish/Kinman; Ayes: Fish, Grey, Kepner, Kinman, Lucas, Owens; Nays: None; Absent: Watanabe) to ratify Change Order No. 1 for an increase of $51,400 to the contract with Environmental Systems, Inc. for additional leak testing and investigation due to the geothermal leak at Mission College.
Student Trustees: Two yes votes.

7.17 APPROVE CONTRACT INCREASE WITH ENVIRONMENTAL SYSTEMS, INC.
Action Taken:
It was M/S/P 6/0/1 (Owens/Grey; Ayes: Fish, Grey, Kepner, Kinman, Lucas, Owens; Nays: None; Absent: Watanabe) to ratify Change Order No. 2 for an increase of $160,968 to the contract with Environmental Systems, Inc. for the temporary HVAC System at the Mission College Gilmore Center due to the Geothermal Leak Investigation.
Student Trustees: Two yes votes.

7.18 APPROVE CONTRACT INCREASE WITH ABLE CONSTRUCTION GROUP, INC.
Action Taken:
It was M/S/P 6/0/1 (Owens/Grey; Ayes: Fish, Grey, Kepner, Kinman, Lucas, Owens; Nays: None; Absent: Watanabe) to ratify Change Order No. 2 for an increase of $106,984.21 to the contract with Able Construction Group, Inc. for additional excavation and investigation due to the Geothermal Leak at Mission College.
Student Trustees: Two yes votes.

REGULAR ORDER OF AGENDA

5.0 COLLEGE PROGRAMS AND SERVICES

5.6 CONTRACT BETWEEN CALIFORNIA DEPARTMENT OF EDUCATION AND WEST VALLEY/MISSION CDC FOR CHILD DEVELOPMENT SERVICES
Action Taken:
It was M/S/P 6/0/1 (Owens/Grey; Roll Call Vote: Ayes: Fish, Grey, Kepner, Kinman, Owens; Nays: None;
Absent: Watanabe) to
(1) Accept the $272,643 allocation from the California Department of Education, Office of Child Development, for operation of the West Valley College and Mission College General Child Care Centers (CCTR);
(2) Accept the $258,508 allocation from the California Department of Education, Office of Child Development, for operation of the Full-Day Preschool (CSPP) on the West Valley College and Mission College campuses;
(3) Accept the continued allocation from the U.S. Department of Agriculture for meals at the children’s centers;
(4) Designate the Program Directors, Anne Horgan, to complete eligibility assessments, submit reports, and seek and maintain licensure requirements for the West Valley College centers; and Karin Navarro to complete eligibility assessments, submit reports, and seek and maintain licensure requirements for the Mission College centers;
(5) Adopt Resolution Nos. 19080601 and 19080602 certifying the District’s acceptance of the aforementioned California Department of Education, Office of Child Development grant allocations; and
(6) Authorize the administration to accept the usual adjustments and augmentations during the 2019-2020 fiscal year to the Office of Child Development grant allocations.
Student Trustees: Two yes votes.

6.0 HUMAN RESOURCES

6.3 ADMINISTRATIVE PERSONNEL TRANSACTIONS TO BE ACTED UPON BY THE BOARD OF TRUSTEES

Per Government Code section 54953(c)(3) and prior to taking final action, the following summary of all recommendations for final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of administrators, as defined in subdivision (d) of Section 3511.1, was read aloud during the open meeting.

I. Interim Appointment(s)
   a. Brian Goo, Interim Program Director II, AANAPISI, Mission College, Range 21 ($10,954.67-$13,656.92/per month); effective August 7, 2019, through November 30, 2019. Compensation paid in the form of fringe benefits shall be limited per the coverage selected ranging from $11,741-$28,270 on an annual basis.

II. Temporary Assignment(s)
   b. Valerie Jensen, temporary 7% increase for additional duties assigned, Dean, Administrative Unit, Range 25 ($12,091.92-$15,074.75/per month); effective May 13, 2019, through September 30, 2019. Compensation paid in the form of fringe benefits shall be limited by the coverage selected from $11,741-$28,270 on an annual basis.
   c. Mary Jane Conroy, temporary 5% increase for additional duties assigned, Program Director I, Student Programs, Administrative Unit, Range 15 ($9,446.17-$11,776.42/per month); effective July 1, 2019, through June 30, 2020. Compensation paid in the form of fringe benefits shall be limited by the coverage selected from $11,741-$28,270 on an annual basis.

Action Taken:
It was M/S/P 6/0/1 (Grey/Owens; Ayes: Fish, Grey, Kepner, Kinman, Lucas, Owens; Nays: None; Absent: Watanabe) to approve the administrative personnel transaction as listed.
Student Trustees: Two yes votes.

6.4 ELIMINATION OF ADMINISTRATIVE POSITION

Action Taken: It was M/S/P 6/0/1 (Lucas/Owens; Ayes: Fish, Grey, Kepner, Kinman, Lucas, Owens; Nays: None; Absent: Watanabe) to approve the issuance of a contract termination notice to David Esmaili, Program Director I, Student Programs, effective February 7, 2020. Due to a lack of funds, this position is being eliminated in order for the District to operate within budgeted revenue for General, Categorical, and Grant funded programs. Student Trustees: Two yes votes.
6.5 IMPLEMENTATION OF NEW ASSOCIATE FACULTY SALARY SCHEDULE FOR THE WEST VALLEY-MISSION FEDERATION OF TEACHERS/AMERICAN FEDERATION OF TEACHERS, LOCAL 6554 (WVMFT)

Action Taken: It was M/S/P 6/0/1 (Owens/Lucas; Ayes: Fish, Grey, Kepner, Kinman, Lucas, Owens; Nays: None; Absent: Watanabe) to approve the proposed associate faculty salary schedules for the West Valley-Mission Federation of Teachers/American Federation of Teachers, Local 6554 (WVMFT) as presented at the August 6, 2019, meeting.

Student Trustees: Two yes votes

6.6 EARLY TENURE – WEST VALLEY COLLEGE

Action Taken: It was M/S/P 6/0/1 (Owens/Fish; Ayes: Fish, Grey, Kepner, Kinman, Lucas, Owens; Nays: None; Absent: Watanabe) to grant tenure for West Valley College faculty member Emanuele (Manny) Capello.

Student Trustees: Two yes votes

6.7 WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT INITIAL PROPOSALS FOR REOPENER NEGOTIATIONS WITH THE WEST VALLEY-MISSION POLICE OFFICERS ASSOCIATION - PORAC REGION 1

The District’s initial proposals to the West Valley-Mission Police Officers Association – PORAC Region 1 for reopener negotiations were released as a public document.

7.0 BUSINESS AND FINANCE

7.21 APPROVE CONTRACTS FOR ON-GOING DESIGN MANAGEMENT/CONSTRUCTION SERVICES

A discussion was held.

Action Taken:

It was M/S/P 6/0/1 (Owens/Grey; Ayes: Fish, Grey, Kepner, Kinman, Lucas, Owens; Nays: None; Absent: Watanabe) to award the master agreement for design management/construction management services to Kitchell & Gilbane Building Company.

Student Trustees: Two yes votes

8.0 BOARD – There were no items.

9.0 INFORMATION REPORTS AND ITEMS FOR FUTURE BOARD CONSIDERATION

9.1 ACADEMIC SENATE UPDATE

Aram Shepherd, MC Academic Senate President, said that faculty members are looking forward to the start of the semester and the looks of anticipation and excitement on the faces of students. He said he had just come from the Mission Connect event, an excellent opportunity for students to meet faculty and to be connected to the services and assistance available to them to help make them successful. The Senate will hold its retreat the Tuesday before classes start. He invited Board members to the Senate’s New Faculty Reception on Tuesday, September 12 from 3 – 4:00 p.m.

WVC Academic Senate President, Gretchen Ehlers, indicated that she and Mission College Academic Senate President Aram Shepherd have been meeting over the summer. She appreciates his calm, logical demeanor and looks forward to a very productive two years.

She noted the College’s award-winning Convocation upcoming on Friday, August 16. It is being coordinated by the Dean of Equity and Student Success, Debra Griffith, and the Program Director for Outreach and College Promise, Joe McDevitt. Approximately 600 new students will be attending and there are plans for follow-up for each of these students.

The First Year Experience Program is having its annual Workshop of Welcome on Wednesday, August 21. At this event, the 100 students in the cohort will meet each other, go to mini-sessions for each of their classes and make sure they are ready for the first day of classes on Monday, August 26.

9.2 CLASSIFIED SENATE UPDATE

There were no reports.

9.3 STUDENT SENATE UPDATE
Mission College Student Government President Reymundo Madera discussed the Senate’s retreat. He updated the Board regarding the Welcome Week activities that will take place, providing a warm welcome for students.

There was no report from West Valley College.

9.4 WEST VALLEY COLLEGE UPDATE
Charlie Bullock, interim College President, said that the College is proud of its new Welcome Center and the variety of services it provides to students. He highlighted the upcoming Convocation and said the College looks forward to welcoming more than 600 students and their families. The students will learn what they need to do in the first thirty days to be successful in their college careers. He invited all present to the upcoming All College Day. He discussed the College’s Welcome Week activities and resources, designed to make students comfortable and welcome on campus.

Interim President Bullock welcomed a significant internal hire, Ana Lobato, to her new position as Assistant Director of Admissions and Records.

He closed by updating the Board regarding the College’s accreditation activities. The latest draft of the ISER will be ready for review and comments as soon as the semester begins. The College looks forward to a successful accreditation.

9.5 MISSION COLLEGE UPDATE
Daniel Peck, College President, thanked the Board for their actions in approving the renewal of the apprenticeship program. He noted that 325 students had entered the VTA program since 2016, and 237 had entered the Plumber and HVAC programs since fall of 2017. He sees these types of trainings for well-paying jobs as significant opportunities for a variety of new programs for Mission College; the College is already in discussion with multiple entities for these types of programs.

He discussed the work of the ISER accreditation teams and the significant work that faculty, classified, and administrators are doing on this highly technical document. He indicated he had recently attended a team chair training and he discussed the changes he has noted about the positive change in dynamics at the ACCJC.

He talked about upcoming trainings with the Guided Pathways strategic team in preparation for the finalization of the Strategic Plan in fall. He closed by talking about the first annual Mission Connect event to make students aware of the resources available to them. He thanked faculty and classified staff for their work on the successful event.

9.6 ASSOCIATE VICE CHANCELLOR OF HUMAN RESOURCES REPORT
Associate Vice Chancellor of Human Resources Albert Moore thanked the Board for their action on personnel items and welcomed the hires, most of whom were internal, to their new positions. He pointed out that the Board’s action regarding the Associate Faculty salary schedules is an example of the District working with the VMFT to find ways to make the Associate Faculty a more integral part of the District community.

9.7 VICE CHANCELLOR’S REPORT
Vice Chancellor Ed Maduli informed the Board he and his team had successfully closed out the fiscal year. He thanked his staff for their outstanding work.

9.8 CHANCELLOR’S REPORT
Chancellor Bradley Davis thanked everyone who contributed to the successful Board meeting, and to those who contributed in putting the meeting agenda together.

He congratulated Manny Capello for his early tenure, and thanked Vice Chancellor Ed Maduli for his expert work on the budget.

He expressed appreciation to Police Chief Chris Rolen for his work in making the Colleges and District safe places to learn and to work. His work, and that of the Executive Management Team, have been instrumental in that regard.

He closed by indicating that his first month at the District, and the two upcoming, are marked by an incredible number of meeting with elected officials, school officials, and representatives of business and the community.
He feels it is extremely important to move forward to enforce the idea that WVMCCD is a partner with all of Silicon Valley as it relates to the excellent teaching and learning that takes place at our Colleges.

Chancellor Davis closed by noting the October 24 Kickoff of the Silicon Valley Promise Program at EBay. EBay is sponsoring Promise Scholarships for SJECCD and West Valley College and he is working behind the scenes with the Mayor’s office to ensure that Mission is represented as well. The program is designed to take high school students through community colleges, into San Jose State University, and thus to high-paying jobs in Silicon Valley.

He closed by noting the District Foundation’s upcoming strategic planning summit where he expects that the Foundation will be transformed into a model of partnership with the Presidents and leadership teams in really focusing on external engagement in new ways in support of students.

9.9 STANDING COMMITTEE REPORT
Audit and Budget Oversight Committee Chair Bob Owens reported that ABOC will not meeting in August. Its next meeting will take place on September 3 and will be an in-depth discussion of the District' 2019-2020 budget.

9.10 TRUSTEE COMMENTS
West Valley College Student Trustee Kian Lechner indicated that the Senate’s recently elected Vice President of Legislation had transferred to UC Santa Cruz with a full scholarship, so the Senate will be recruiting a replacement. He noted that he has invited two students working to create stable food sources throughout the community to come and speak to student government.

He closed by thanking Interim President Bullock for taking the time to meet with him.

ADJOURNMENT
The meeting was adjourned at 9:00 p.m.
APPENDIX A

Consent Agenda Items from the August 6, 2019, Meeting.

For the full text of each item and all attachments, please see the agenda for that meeting.

5.0 COLLEGE PROGRAMS AND SERVICES – Consent Agenda

5.1 MISSION COLLEGE–SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA) AGREEMENT RENEWAL
Recommendation: That the Board of Trustees approve the agreement with Santa Clara Valley Transportation Authority (VTA) to continue the Mission College Smart Pass 2019-2020 program for Academic year 2019-2020.

5.2 CONSIDER APPROVAL OF CURRICULUM CHANGES AT WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees approve the curriculum changes at West Valley College as presented.

5.3 AUTHORIZE A NEW ANNUAL AGREEMENT WITH THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY FOR THE 2019-2020 REGISTERED APPRENTICESHIP PROGRAM.
Recommendation: That the Board of Trustees authorize the administration to enter into a new agreement with the Santa Clara Valley Transportation Authority (VTA) to continue the established registered apprenticeship program. VTA would act as the program sponsor and Mission College would serve as the Local Education Agency (LEA).

5.4 ACCEPT STUDENT TRAVEL EXCEEDING $10,000 IN COST
Recommendation: That the Board of Trustees approve the student travel costs related to the Tropical Ecology Field Studies Class, BIO30L.

5.5 AUTHORIZE A NEW ANNUAL AGREEMENT WITH THE JOINT APPRENTICESHIP & TRAINING COMMITTEE OF THE PLUMBING AND PIPEFITTING INDUSTRY OF SAN MATEO COUNTY FOR THE 2019-2020 REGISTERED APPRENTICESHIP PROGRAMS.
Recommendation: That the Board of Trustees authorize the administration to enter into a new agreement with the Joint Apprenticeship & Training Committee of the Plumbing and Pipefitting Industry of San Mateo County (PPISMC) to continue the established registered apprenticeship programs. PPISMC would act as the program sponsor and Mission College would serve as the Local Education Agency (LEA).

6.0 HUMAN RESOURCES – Consent Agenda

6.8 PERSONNEL TRANSACTIOnS TO BE ACTED UPON BY THE BOARD OF TRUSTEES
Recommendation: That the Board of Trustees approve the listed items.

I. Appointment(s)
Academic
a. Danny Yoshikawa, Instructor (and Men’s Basketball Coach), Physical Education, West Valley College, 100% of full time, 10 months per year; effective August 23, 2019. Position ID# WF0103. Fund 110-General Fund.

Classified
b. Monet Payton, Buyer, WVMCEA Office, Business & Technical Unit, Range 61 ($5,366.83-$7,057.00), Purchasing Department, West Valley-Mission Community College District, 100% of full time, 12 months per year; effective August 12, 2019. Position ID# DC1017. Fund 110-General Fund (0.30) and Fund 430-GO Bonds Capital Projects Fund (0.70).

Supervisors
c. Ana Lobato, Supervisor, Admissions & Records, Supervisors Unit, Range 28 ($7,636.83-$10,235.67), Admissions & Records, West Valley College, 100% of full time, 12 months per year; effective August 12, 2019. Position ID# WSV002. Fund 110-General Fund.

II. Transfer(s)
Classified
a. Thuy Foot, WVMCEA Unit, from Administrative Specialist, Range 69 ($6,400.42-$8,454.17), Division of Business, Technology & Kinesiology, assigned to Mission College, 100% of full time, 12 months per year to Administrative Specialist, Range 69 ($6,400.42-$8,454.17), Division of Humanities, Social Sciences & Fine Arts, assigned to Mission College, 100% of full time, 12 months per year; effective August 12, 2019. From Position ID# MC1022 to Position ID# MC1034. Fund 110-General Fund.

6.9 APPROVAL OF PROFESSIONAL GROWTH AND DEVELOPMENT SALARY INCREMENT AWARDS
Recommendation: That the Board of Trustees award Professional Growth and Development (PG&D) increments to the listed individuals, effective August 1, 2019, on the basis of the compliance report for each of the faculty members submitted to the PG&D Committee prior to June 20, 2019.

7.0 BUSINESS AND FINANCE – Consent Agenda

7.19 REVIEW OF PURCHASE ORDER TRANSACTIONS
Recommendation: That the Board of Trustees review purchase order transactions.

7.20 PROPOSITION 30 EDUCATION PROTECTION ACCOUNT SPENDING PLAN
Recommendation: That the Board of Trustees approve the spending plan for the Education Protection Account (EPA) for fiscal year 2019-20.

7.21 AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT FOR COMMUNICATION SERVICES
Recommendation: That the Board of Trustees approve the agreement with the County of Santa Clara related to providing law enforcement dispatch and emergency communications services to the District in an estimated amount of $200,000 for the period July 1, 2019 through June 30, 2022.

7.22 ACCEPT BASIC CONTRACT AS COMPLETE FOR BID #16-1617, BID PACKAGE 05A - STEEL SUPER STRUCTURE FOR THE STUDENT SERVICES BUILDING PROJECT AT WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees accept the basic construction contract with Kwan Wo Ironworks for Bid #16-1617, Bid Package 05A - Super Steel Structure for the Student Services Center project at West Valley College, as complete and authorize the District to file a Notice of Completion.

7.23 ACCEPT BASIC CONTRACT AS COMPLETE FOR BID #16-1617, BID PACKAGE 05B - MISCELLANEOUS STEEL FOR THE STUDENT SERVICES BUILDING PROJECT AT WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees accept the basic construction contract with Kwan Wo Ironworks for Bid #16-1617, Bid Package 05B - Miscellaneous Steel for the Student Services Center project at West Valley College, as complete and authorize the District to file a Notice of Completion.

7.24 ACCEPT BASIC CONTRACT AS COMPLETE FOR BID #16-1617, BID PACKAGE 06A - MILLWORK & INTERIOR WALL PANELS FOR THE STUDENT SERVICES BUILDING PROJECT AT WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees accept the basic construction contract with Fremont Millwork for Bid #16-1617, Bid Package 06A - Millwork & Interior Wall Panels for the Student Services Center project at West Valley College, as complete and authorize the District to file a Notice of Completion.

7.25 ACCEPT BASIC CONTRACT AS COMPLETE FOR BID #16-1617, BID PACKAGE 08B - GLASS & GLAZING FOR THE STUDENT SERVICES BUILDING PROJECT AT WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees accept the basic construction contract with Best Contracting for Bid #16-1617, Bid Package 08B - Glass & Glazing for the Student Services Center project at West Valley College, as complete and authorize the District to file a Notice of Completion.

7.26 ACCEPT BASIC CONTRACT AS COMPLETE FOR BID #16-1617, BID PACKAGE 09A - DRYWALL & PLASTER FOR THE STUDENT SERVICES BUILDING PROJECT AT WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees accept the basic construction contract with Tarlton and Son, Inc. for Bid #16-1617, Bid Package 09A - Drywall & Plaster for the Student Services Center project at West Valley College, as complete and authorize the District to file a Notice of Completion.

7.27 ACCEPT BASIC CONTRACT AS COMPLETE FOR BID #16-1617, BID PACKAGE 09B - CARPET & RESILIENT FLOORING FOR THE STUDENT SERVICES BUILDING PROJECT AT WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees accept the basic construction contract with Flooring Solutions Inc. for Bid #16-1617, Bid Package 09B - Carpet & Resilient Flooring for the Student Services Center project at West Valley College, as complete and authorize the District to file a Notice of Completion.

7.28 ACCEPT BASIC CONTRACT AS COMPLETE FOR BID #16-1617, BID PACKAGE 09C - CERAMIC TILE FOR THE STUDENT SERVICES BUILDING PROJECT AT WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees accept the basic construction contract with De Anza Tile Co. Inc. for Bid #16-1617, Bid Package 09C - Ceramic Tile for the Student Services Center project at West Valley College, as complete and authorize the District to file a Notice of Completion.

7.29 ACCEPT BASIC CONTRACT AS COMPLETE FOR BID #16-1617, BID PACKAGE 09D - ACOUSTICAL CEILING FOR THE STUDENT SERVICES BUILDING PROJECT AT WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees accept the basic construction contract with Western Building Materials for Bid #16-1617, Bid Package 09D - Acoustical Ceiling for the Student Services Center project at West Valley College, as complete and authorize the District to file a Notice of Completion.

7.30 ACCEPT BASIC CONTRACT AS COMPLETE FOR BID #16-1617, BID PACKAGE 21A - FIRE PROTECTION FOR THE STUDENT SERVICES BUILDING PROJECT AT WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees accept the basic construction contract with RCM Fire Protection for Bid #16-1617, Bid Package 21A - Fire Protection for the Student Services Center project at West Valley College, as complete and authorize the District to file a Notice of Completion.

7.31 ACCEPT BASIC CONTRACT AS COMPLETE FOR BID #16-1617, BID PACKAGE 22A - PLUMBING FOR THE STUDENT SERVICES BUILDING PROJECT AT WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees accept the basic construction contract with O.C. McDonald Co. Inc. for Bid #16-1617, Bid Package 22A - Plumbing for the Student Services Center project at West Valley College, as complete and authorize the District to file a Notice of Completion.

7.32 ACCEPT BASIC CONTRACT AS COMPLETE FOR BID #16-1617, BID PACKAGE 23A – HVAC, CONTROLS AND TAB FOR THE STUDENT SERVICES BUILDING PROJECT AT WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees accept the basic construction contract with O.C. McDonald Co. Inc. for Bid #16-1617, Bid Package 23A - HVAC, Controls and TAB for the Student Services Center project at West Valley College as complete and authorize the District to file a Notice of Completion.

7.33 APPROVAL OF BID CA12-1819 AUDIO-VISUAL SYSTEM FOR THE PLANETARIUM BUILDING AT WEST VALLEY COLLEGE
Recommendation: That the Board of Trustees approve the lowest responsive and responsible bid received from Avidex Industries LLC in the amount of $1,321,091 and reject all other bids. The award of the contract is based on the Base Bid minus Alternate 1.

The following items were removed from the Consent Agenda for discussion and action. That action is reflected earlier in the minutes, immediately following Item 3.3, Approval of the Consent Agenda.

7.34 APPROVE CONTRACT INCREASE WITH ENVIRONMENTAL SYSTEMS, INC.
Recommendation: That the Board of Trustees ratify Change Order No. 1 for an increase of $51,400 to the contract with Environmental Systems, Inc. for additional leak testing and investigation due to the geothermal leak at Mission College.

7.35 APPROVE CONTRACT INCREASE WITH ENVIRONMENTAL SYSTEMS, INC.
Recommendation: That the Board of Trustees ratify Change Order No. 2 for an increase of $160,968 to the contract with Environmental Systems, Inc. for the temporary HVAC System at the Mission College Gilmore Center due to the Geothermal Leak Investigation.

7.36 APPROVE CONTRACT INCREASE WITH ABLE CONSTRUCTION GROUP, INC.
Recommendation: That the Board of Trustees ratify Change Order No. 2 for an increase of $106,984.21 to the contract with Able Construction Group, Inc. for additional excavation and investigation due to the Geothermal Leak at Mission College.

7.37 APPROVE CONTRACT INCREASE WITH BEST CONTRACTING SERVICES, INC.
Recommendation: That the Board of Trustees ratify Change Order No. 5 for an increase of $32,968 to the contract with Best Contracting Services, Inc. for the Student Services Center project at West Valley College.

7.38 APPROVAL OF UPDATED MEASURE C PROJECT PRIORITY LIST
Recommendation: That the Board of Trustees approve the updated and re-baseline of the Measure C Project Priority List.
REPLACEMENT PAGE for Page 18 of Minutes of the July 23, 2019 Meeting

few students are currently scheduled for pre-transfer Math and English classes. She expressed kudos to both of these departments for their flexibility in changing class schedules to meet the student need.

9.2 CLASSIFIED SENATE UPDATE
Cheryl Massa, WVC Classified Senate President, congratulated Interim President Bullock on his appointment. She discussed the Classified Leadership Institute, noting that eight WV Senators were able to attend. She thanked George Mageles for the amazing amount of work he did on the Relay for Life. Ms. Massa invited all present to the Senate’s first meeting of the semester on September 11.

There was no report from Mission College. Kristal Dela Cruz, Classified Senate Secretary congratulated Omar Murillo as VP Student Services, congratulated Bradley Davis as Chancellor. She also shared MC Senate members attended Classified Leadership Institute. Senate will have their retreat next Thursday, August 1.

9.3 STUDENT SENATE UPDATE
Mission College Student Government President Reymundo Madera discussed the Senate’s upcoming retreat, which will include Brown Act Training and discussion of community service.

There was no report from West Valley College.

9.4 WEST VALLEY COLLEGE UPDATE
Charlie Bullock, interim College President, indicated that he very much looks forward to working with the College, the Chancellor, and the Board as the interim President. He informed the Board that a student suspension had taken place.

9.5 MISSION COLLEGE UPDATE
Daniel Peck, College President, welcomed Evelina Gromilina as the College’s Student Trustee.
He also welcomed new Chancellor Bradley Davis and interim West Valley College President Charles Bullock.
President Peck discussed the recent STEAM Expo, an extremely successful cooperative endeavor of Santa Clara Unified School District and Mission College. He indicated that SCUSD had been recognized for the event. Next year’s STEAM Expo will take place in March.

He closed by discussing upcoming events at Mission College, including Mission Connect and Destination Registration.

9.6 ASSOCIATE VICE CHANCELLOR OF HUMAN RESOURCES REPORT
Associate Vice Chancellor of Human Resources Albert Moore congratulated Student Trustee Gromilina, Interim President Bullock, and Chancellor Davis on their new positions. He noted that HR is in the process of planning the 2019-2020 Professional Development Trainings and schedule. Paul Williams is conducting a survey to determine topics of interest.

9.7 VICE CHANCELLOR’S REPORT
Vice Chancellor Ed Maduli informed the Board that the state Department of Finance approved a number of projects statewide, including the West Valley College Learning Resource Center.

9.8 CHANCELLOR’S REPORT
Chancellor Davis thanked and congratulated Vice Chancellor Maduli for his work on facilities. He welcomed Ms. Gromilina as the Board’s newest Student Trustee. He spoke highly of Interim President Bullock and very much looks forward to his leadership at the College.

9.9 STANDING COMMITTEE REPORT
Chair Bob Owens reported that the Committee did not meet in July; its next meeting will take place in August.

9.10 TRUSTEE COMMENTS
Trustee Karl Watanabe asked whether Mission College is considering allowing homeless students to park overnight. President Peck indicated that the College is currently focusing on food and housing insecurity.

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SUBJECT: PERSONNEL TRANSACTIONS TO BE ACTED UPON BY THE BOARD OF TRUSTEES

CHANCELLOR’S RECOMMENDATION:
That the Board of Trustees approve the listed items.

I. Appointment(s)

  Academic
  a. Danny Yoshikawa, Instructor (and Men’s Basketball Coach), Physical Education, West Valley College, 100% of full time, 10 months per year; effective August 23, 2019. Position ID# WF0103. Fund 110-General Fund.
  b. Steven Hardesty, Instructor (and Women’s Basketball & Softball Coach), Kinesiology, Mission College, 100% of full time, 10 months per year; effective August 23, 2019. Position ID# MF0118. Fund 110-General Fund.

  Classified
  c. Monet Payton, Buyer, WVMCEA Office, Business & Technical Unit, Range 61 ($5,366.83-$7,057.00), Purchasing Department, West Valley-Mission Community College District, 100% of full time, 12 months per year; effective August 12, 2019. Position ID# DC1017. Fund 110-General Fund (0.30) and Fund 430-GO Bonds Capital Projects Fund (0.70).

  Supervisors
  d. Ana Lobato, Supervisor, Admissions & Records, Supervisors Unit, Range 28 ($7,636.83-$10,235.67), Admissions & Records, West Valley College, 100% of full time, 12 months per year; effective August 12, 2019. Position ID# WSV002. Fund 110-General Fund.

II. Transfer(s)

  Classified
  b. Thuy Foot, WVMCEA Unit, from Administrative Specialist, Range 69 ($6,400.42-$8,454.17), Division of Business, Technology & Kinesiology, assigned to Mission College, 100% of full time, 12 months per year to Administrative Specialist, Range 69 ($6,400.42-$8,454.17), Division of Humanities, Social Sciences & Fine Arts, assigned to Mission College, 100% of full time, 12 months per year; effective August 12, 2019. From Position ID# MC1022 to Position ID# MC1034. Fund 110-General Fund.
SUBJECT: CONSIDER APPROVAL OF CURRICULUM CHANGES AT MISSION COLLEGE

CHANCELLOR'S RECOMMENDATION:
That the Board of Trustees approve the curriculum changes at Mission College as presented.

Funding Source/Fiscal Impact
The General Fund is the major source for the cost of instruction, which pertains to the offering of approved courses. These costs are offset, to varying degrees, by apportionment received for credit-based instruction and other associated fees.

Reference(s)
Curriculum development and approval is an ongoing activity overseen by the Academic Senate, and its subordinate Curriculum Committee, and the Office of Instruction as per District Policy 4020. It is integrated into the Mission College Program Review process. It is emphasized in many sections of Standard II of the Accreditation Standards of the Accrediting Commission for Community and Junior Colleges. Likewise, it is regulated through Title 5 and WVMCCD District Policy 4020.

Background/Alternatives
As per District policy, the curriculum changes to programs and courses described herein have been considered and approved by the Curriculum Committee and the Articulation Officer. Each of the curriculum changes and the foregoing approvals has been further reviewed by the Chief Instructional Officer, the College President, and the District Chancellor. The Office of Instruction further certifies that the programs and courses described herein satisfy all applicable requirements of Title 5 and have also been
submitted to the Associated Student Government of Mission College. Degrees developed in compliance with State-approved Transfer Model Curricula (TMC) pursuant to SB-1440 (Padilla, 2010) have already been approved by the District Chancellor acting as designee for the Board of Trustees, and are being presented here as information items.

**Coordination**
Offerings have been coordinated between Mission College and West Valley College through a process of consultation.

**Follow-up/Outcomes**
Following Board approval of the curriculum changes, updates to catalogs and class schedules will be made, and campus marketing communications will reflect the changes, as appropriate. Courses which are archived will be removed from the College catalog; courses which are deleted will be removed both from the College catalog and from the state Curriculum Inventory.
Curriculum Summary

New Course - Credit
None

New Course - Noncredit
None

Credit Course Revision

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Non-credit Course Revision
None

Administrative Change
None

Prerequisites

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**Distance Education**

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**Credit Course Deletion**

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**New Program - Credit**

None

**New Program - NonCredit**

None

**Program Revision - Credit**

None
CREDIT COURSE REVISION

ACCOUNTING

ACC 001A – Financial Accounting
4.00 Unit(s)
Grade Options: Grade Only

This is the study of accounting as an information system, examining why it is important and how it is used by investors, creditors, and others to make decisions. The course covers the accounting information system, including recording and reporting of business transactions with a focus on the accounting cycle, the application of generally accepted accounting principles, the financial statements, and statement analysis. Included are issues relating to asset, liability, and equity valuation, revenue and expense recognition, cash flow, internal controls, and ethics.

Rationale for ACC 001A – Financial Accounting – 4.00 Unit(s)
This course has been revised to update advisory MAT 903 per AB 705.

ACC 001B – Managerial Accounting
4.00 Unit(s)
Grade Options: Grade Only
Prerequisite: ACC 001A

This is the study of how managers use accounting information in decision-making, planning, directing operations and controlling. The focus is on cost terms and concepts, cost behavior, cost structure and cost-volume-profit analysis. Included are issues relating to cost systems, cost control, profit planning, and performance analysis in manufacturing and service environments.

Rationale for ACC 001B – Managerial Accounting – 4.00 Unit(s)
This course has been revised to update advisory MAT 903 per AB 705.

ACC 040 – Introduction to Personal Financial Planning
1.00 Unit(s)
Grade Options: Pass/No Pass Option
This course introduces the major areas of personal financial planning (insurance, investment, tax, retirement, and estate). Income statements, balance sheets and budgets are introduced, and students prepare their own personal budgets and statements of net worth. The time value of money and its importance in the financial planning process is stressed.

**Rationale for ACC 040 – Introduction to Personal Financial Planning – 1.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.

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**ACC 041 – Insurance Planning**
1.00 Unit(s)
Grade Options: Pass/No Pass Option

This course introduces fundamental insurance concepts, then uses these concepts to determine insurance needs. Life, health, disability, property, and liability insurance are studied. Students prepare their own personal insurance plans.

**Rationale for ACC 041 – Insurance Planning – 1.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.

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**ACC 042 – Investment Planning**
1.00 Unit(s)
Grade Options: Pass/No Pass Option

This course introduces fundamental investment concepts such as risk, return, diversification, and how financial markets work. The course covers common stock, fixed-income securities, mutual funds and other investments. Students prepare their own personal statement of net worth and use asset allocation to design an investment portfolio.

**Rationale for ACC 042 – Investment Planning – 1.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.

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**ACC 043 – Tax Planning**
1.00 Unit(s)
Grade Options: Pass/No Pass Option
This course covers calculation of the federal income tax and strategies to help save or defer taxes. Students calculate their own federal income tax liability, then use at least one method to plan a reduction in taxes for next year.

**Rationale for ACC 043 – Tax Planning – 1.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.

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**ACC 044 – Retirement Planning**
1.00 Unit(s)
Grade Options: Pass/No Pass Option

This course covers company pension plans, other company retirement plans, individual retirement plans and social security benefits. Students use a retirement savings worksheet to estimate their own savings needs for retirement using data from their personal budget and personal statement of net worth.

**Rationale for ACC 044 – Retirement Planning – 1.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.

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**ACC 045 – Estate Planning**
1.00 Unit(s)
Grade Options: Pass/No Pass Option

This course covers estate planning techniques and terminology such as wills, probate, trusts, contractual transfers, gift tax, and estate tax. Methods of holding title to property, e.g., joint tenancy with right of survivorship, are also discussed.

**Rationale for ACC 045 – Estate Planning – 1.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.

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**ACC 051A – Taxation of Individuals**
4.00 Unit(s)
Grade Options: Grade Only

This course covers Federal and California income tax laws and preparation as related to individuals and small business entities. Topics include income tax theory, law, and preparation of common tax forms for individuals. This course is certified by the
California Tax Education Council as fulfilling the 60-hour qualifying education requirement imposed by the State of California for becoming a Registered Tax Preparer.

Rationale for ACC 051A – Taxation of Individuals – 4.00 Unit(s)
This course has been revised to update advisory MAT 903 per AB 705.

ACC 051B – Taxation of Business Entities
3.00 Unit(s)
Grade Options: Grade Only

The course, through problems and case studies, develops a basic understanding of the taxation principles applied to partnerships, corporations, estates and trusts with an emphasis on tax research and written communication skills.

Rationale for ACC 051B – Taxation of Business Entities – 3.00 Unit(s)
This course has been revised to update advisory MAT 903 per AB 705.

ACC 052 – Payroll and Business Tax Accounting
3.00 Unit(s)
Grade Options: Grade Only
Prerequisite: ACC 001A

This course offers a thorough study of payroll preparation, payroll taxes, sales and use taxes, and property taxes. Basic payroll procedures used in business are stressed. Various manual and automated methods of payroll preparation are presented.

Rationale for ACC 052 – Payroll and Business Tax Accounting – 3.00 Unit(s)
This course has been revised to update advisory MAT 903 per AB 705.

ACC 053A – Volunteer Income Tax Assistance (VITA) I
3.00 Unit(s)
Grade Options: Pass/No Pass Option

This is the first course in a sequence of three courses designed for students who want to be a part of the Volunteer Income Tax Assistance (VITA) program at Mission College. This course covers Federal and California tax theories and laws appropriate for the current tax year. Students apply their knowledge by taking the Internal Revenue Service
(IRS) exams for VITA volunteers. Upon successful completion of the IRS VITA Basic and Intermediate exams, the students are able to assist low-income individuals and families with tax return preparation through the VITA program for the current year.

Rationale for ACC 053A – Volunteer Income Tax Assistance (VITA) I – 3.00 Unit(s)
This course has been revised to update advisory MAT 903 per AB 705.

ACC 053B – Volunteer Income Tax Assistance (VITA) II
1.00 Unit(s)
Grade Options: Pass/No Pass Only
Prerequisite: ACC 053A

This is the second course in a sequence of three courses designed for students who want to be a part of the Volunteer Income Tax Assistance (VITA) program at Mission College. This course allows students who have successfully passed ACC 053A to apply their tax knowledge by assisting low-income individuals and families with their tax preparation through the VITA program for the current year. In this course, students learn to research current tax issues, use the TaxWise software to accurately prepare individual federal and state income tax returns within the scope of the VITA program. Students also learn how to work within a cooperative and quality controlled environment and develop their communication skills through taxpayer interviews and explanation of tax return results.

Rationale for ACC 053B – Volunteer Income Tax Assistance (VITA) II – 1.00 Unit(s)
This course has been revised to update advisory MAT 903 per AB 705.

ACC 053C – Volunteer Income Tax Assistance (VITA) III
1.00 Unit(s)
Grade Options: Pass/No Pass Option
Prerequisite: ACC 053B

This is the third course in a sequence of three courses designed for students who want to be a part of the Volunteer Income Tax Assistance (VITA) program at Mission College. This course allows students who have successfully passed ACC 053B to work on advanced tax situations and take part in running the tax center for the current year. In this course, students cover advanced tax topics and develop the skills necessary in running a tax center including site organization, quality control procedures, and providing guidance to both taxpayers and tax preparers.
Rationale for ACC 053C – Volunteer Income Tax Assistance (VITA) III – 1.00 Unit(s)
This course has been revised to update advisory MAT 903 per AB 705.

ACC 057A – Cost Accounting
4.00 Unit(s)
Grade Options: Grade Only
Prerequisite: ACC 001B

The course provides a thorough presentation of cost accounting terminology and concepts, and develops a basic facility in cost accounting techniques and systems. Emphasis is placed on the use of cost accounting data rather than data accumulation. The course covers job order costing, process costing, standard costing, activity-based costing, budgeting, flexible budgeting, cost volume profit analysis, incremental and relevant costing, product pricing, the balanced scorecard, capital budgeting, and management accounting ethics.

Rationale for ACC 057A – Cost Accounting – 4.00 Unit(s)
This course has been revised to update advisory MAT 903 per AB 705.

ACC 058A – Intermediate Accounting I
4.00 Unit(s)
Grade Options: Grade Only
Prerequisite: ACC 001A

This course is a review of fundamental accounting processes, techniques and principles including control and theory of accounting for assets, correction of prior years’ earnings, and measurement and determination of income. Current standards and pronouncements are presented.

Rationale for ACC 058A – Intermediate Accounting I – 4.00 Unit(s)
This course has been revised to update advisory MAT 903 per AB 705.

ACC 058B – Intermediate Accounting II
4.00 Unit(s)
Grade Options: Grade Only
Prerequisite: ACC 001A
This course provides a comprehensive study of liabilities, formation and changes in stockholders’ equity, statement of cash flows, pension plans, leases, earnings per share, accounting for income taxes, and accounting changes and corrections. Current standards and pronouncements are presented. Financial statement analysis also is reviewed.

**Rationale for ACC 058B – Intermediate Accounting II – 4.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.

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**BIOLOGICAL SCIENCES**

**BIO 022 – Anatomy & Physiology for Allied Health Workers**
4.00 Unit(s)
Grade Options: Grade Only

This course is an overview of the normal structure and function of the human body and is designed to provide a foundation for the study of disease and dysfunction in the clinical setting. Laboratory work includes dissection of preserved materials. BIO-022 is designed to meet the state board requirements for the vocational nursing and psychiatric technician programs.

**Rationale for BIO 022 – Anatomy & Physiology for Allied Health Workers – 4.00 Unit(s)**
This course was revised to update the MAT 903 per AB 705.

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**BIO 048 – Human Physiology**
5.00 Unit(s)
Grade Options: Grade Only
Prerequisite: BIO 047 AND CHM 001A OR CHM 001AH OR
Prerequisite: BIO 047 AND CHM 030A OR
Prerequisite: BIO 047 AND CHM 060

This course provides students with a basic understanding of the physiological mechanisms underlying body function in order to provide a foundation for more in-depth study and practical application. With an emphasis on cause and effect, details of the chemical and cellular basis for the workings of the nervous, muscular, cardiovascular, respiratory, renal and digestive systems are emphasized. Laboratory investigations of physiological processes familiarize students with scientific analysis and research techniques.
Rationale for BIO 048 – Human Physiology – 5.00 Unit(s)
This course has been revised to update advisory MAT 000C per AB 705.

BIO 048H – Human Physiology - Honors
5.00 Unit(s)
Grade Options: Grade Only
Prerequisite: BIO 047 AND CHM 001A OR CHM 001AH OR
Prerequisite: BIO 047 AND CHM 030A OR
Prerequisite: BIO 047 AND CHM 060

This honors course provides students with a basic understanding of the physiological mechanisms underlying body function in preparation for more in-depth study and clinical application. The chemical and cellular basis for the workings of the nervous, muscular, cardiovascular, respiratory, renal and digestive systems are emphasized. Laboratory investigations of physiological processes familiarize students with scientific analysis and research techniques. The honors component involves an in-depth analysis of specific topics, using current information from research journals. Students cannot get credit for both BIO 048 and BIO 048H. Enrollment in the Honors Transfer Project is required.

Rationale for BIO 048H – Human Physiology - Honors – 5.00 Unit(s)
This course has been revised to update advisory MAT 000C per AB 705.

BUSINESS

BUS 010 – Global Business
3.00 Unit(s)
Grade Options: Pass/No Pass Option

This course provides a comprehensive overview of global business including international management, finance, law, global strategy and marketing. Emphasis is on the firm in the global competitive context, decisions to enter markets, how to compete in global markets, and how to develop and implement a global strategy.

Rationale for BUS 010 – Global Business – 3.00 Unit(s)
This course has been revised to update advisory MAT 903 per AB 705.
**BUS 052 – Fundamentals of Financial Investing**  
3.00 Unit(s)  
Grade Options: Pass/No Pass Option

This course provides students with the fundamentals to make sound financial investment decisions. Study involves the investment environment, the risks and returns objectives consistent with an associated with different types of financial investments, and the establishment of investment individual’s characteristics, capacities and restrictions. Other topics include the participants in the investment process including organization issuing securities, and the laws and regulations covering their activities. Class projects cover techniques of investment analysis, timing, decision making, investment planning and management.

**Rationale for BUS 052 – Fundamentals of Financial Investing – 3.00 Unit(s)**  
This course has been revised to update advisory MAT 903 per AB 705.

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**BUS 064B – Business Math**  
4.00 Unit(s)  
Grade Options: Pass/No Pass Option

This course is designed for business majors to review the fundamental mathematical principles through lectures and individual operation of electronic calculators. This course emphasizes methods of problem analysis, interpretation and the solving of common business calculation problems such as percentage, trade and cash discounts, interest, time value of money, compounding, depreciation and discounting notes. This course is recommended for all business majors.

**Rationale for BUS 064B – Business Math – 4.00 Unit(s)**  
This course has been revised to update advisory MAT 903 per AB 705.

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**COMPUTER INFORMATION TECHNOLOGY**

**CIT 011 – Introduction to Computer Hardware and Software (A+)**  
4.00 Unit(s)  
Grade Options: Pass/No Pass Option

This course covers the fundamentals of computer hardware and software and advanced
concepts such as security, networking, mobile devices such as tablets and smartphones, client side virtualization, and the responsibilities of an IT professional. It helps students prepare for entry-level career opportunities in Information and Communication Technology (ICT) and the Computing Technology Industry Association A+ (CompTIA A+) certification. It also provides a learning pathway to Cisco CCNA. Hands-on lab activities are an essential element of the course. The Virtual Laptop and Virtual Desktop are stand-alone tools designed to supplement classroom learning and provide an interactive "hands-on" experience in learning environments with limited physical equipment. The use of Packet Tracer supports alignment with the new CompTIA A+ certification objectives.

**Rationale for CIT 011 – Introduction to Computer Hardware and Software (A+) – 4.00 Unit(s)**

This course has been revised to update advisory MAT 903 per AB 705.

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**ECONOMICS**

**ECN 001A – Principles of Macroeconomics**

4.00 Unit(s)

Grade Options: Grade Only

Prerequisite: MAT 903 OR High School Algebra I, or equivalent

This course is an introduction to macroeconomic analysis. Topics include aggregate measures of economic activity, such as gross domestic product, unemployment, and inflation; market systems; macroeconomic models and their equilibria; effects of fiscal and monetary policy; economic growth; evolution of economic thought; and international economics. The course also includes an online lab component that reinforces concepts learned through deeper learning and applications, and offers additional practice with solving problems in economics.

**Rationale for ECN 001A – Principles of Macroeconomics – 4.00 Unit(s)**

This course was revised to update Math prerequisite and advisory per AB705.

---

**ECN 001B – Principles of Microeconomics**

4.00 Unit(s)

Grade Options: Grade Only

Prerequisite: MAT 903 OR High School Algebra I, or equivalent
This course is an introduction to microeconomic analysis that focuses on choices of individual economic decision makers. Topics include scarcity and resource allocation, elasticity, market equilibrium in competitive and non-competitive market structures, consumer behavior, production decisions, income distribution, market failure and effects of government intervention. This course includes a lab component which provides additional practice and deeper learning and applications.

**Rationale for ECN 001B – Principles of Microeconomics – 4.00 Unit(s)**
This course was revised to update Math prerequisite and advisory per AB 705.

---

**ENGINEERING**

**EGR 010 – Introduction to Engineering**
4.00 Unit(s)
Grade Options: Pass/No Pass Option

This course exposes students to the field of engineering and the various engineering disciplines. The course presents the basic skills necessary to succeed as an engineering student. The nature of engineering work and the roles of engineers are explored. The Engineering Design Process is addressed through multiple team-based projects and engineering problem-solving topics. Communication skills for technical presentations and reports are developed through practical engineering scenarios. Guest speakers from local engineering firms and tours to local companies are included.

**Rationale for EGR 010 – Introduction to Engineering – 4.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.

---

**EGR 010H – Introduction to Engineering - Honors**
4.00 Unit(s)
Grade Options: Pass/No Pass Option

This course is the honors version of Introduction to Engineering. This course exposes students to the field of engineering and the various engineering disciplines. The course presents the basic skills necessary to succeed as an engineering student. The nature of engineering work and the roles of engineers are explored. The Engineering Design Process is addressed through multiple team-based projects and engineering problem-solving topics. Communication skills for technical presentations and reports are developed through practical engineering scenarios. Guest speakers from local
engineering firms and tours to local companies are included. Students may not receive credit for both EGR 010 and EGR 010H. Enrollment in the Honors Transfer Project is required.

**Rationale for EGR 010H – Introduction to Engineering – Honors – 4.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.

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**ENGLISH**

**ENG 006B – Survey of World Literature**
3.00 Unit(s)
Grade Options: Pass/No Pass Option

World Literature is the study of representative works of world literature from the seventeenth century to the present. The course emphasizes the literary and cultural significance of selected great works of Western and non-Western literary traditions, including women’s, minority, and ethnic literature from around the world.

**Rationale for ENG 006B – Survey of World Literature – 3.00 Unit(s)**
This course was revised to update the prerequisites per AB705.

---

**ENG 043 – Classical Mythology**
3.00 Unit(s)
Grade Options: Pass/No Pass Option

Classical Mythology is an examination of the major classical myths of Western heritage for an appreciation of their literary value and their influence on modern life and culture.

**Rationale for ENG 043 – Classical Mythology – 3.00 Unit(s)**
This course has been revised to update prerequisites per AB705.

---

**ENG 048 – Introduction to Shakespeare**
3.00 Unit(s)
Grade Options: Pass/No Pass Option

This course is an analysis and discussion of a selection of Shakespeare's major plays and poems with appropriate attention to Elizabethan backgrounds and dramatic conventions,
in order to develop knowledge, understanding, and appreciation of major genres, themes, characters, and poetic language.

**Rationale for ENG 048 – Introduction to Shakespeare – 3.00 Unit(s)**
This course was revised to update prerequisites per AB705.

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**FIRE PROTECTION TECHNOLOGY**

**FPT 051 – Fire Protection Organization**
3.00 Unit(s)
Grade Options: Pass/No Pass Option

This course provides a general introduction to the field of Fire Protection, including: career opportunities; philosophy and history of fire protection; the organization and function of fire protection services; and a basic introduction to the chemistry and physics of fire and fire control techniques, with an introduction to fireground hazards, strategy, and tactics.

**Rationale for FPT 051 – Fire Protection Organization – 3.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.

---

**FPT 052 – Fire Behavior and Combustion**
3.00 Unit(s)
Grade Options: Pass/No Pass Option

This course focuses on the theory and fundamentals of how and why fires start, the spread and fire control methods; an in-depth study of fire chemistry, fire behavior and physics; fire characteristics of materials and compounds and the use of extinguishing agents and fire control techniques.

**Rationale for FPT 052 – Fire Behavior and Combustion – 3.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.

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**FPT 054 – Building Construction for Fire Protection**
3.00 Unit(s)
Grade Options: Pass/No Pass Option
This course provides instruction regarding; theory and fundamentals of building construction; laws, regulations and standards; the Uniform Building Code requirements for fire safety in buildings; classification of buildings by occupancy; elements of building construction and design; fire protection requirements for buildings, special occupancies and open areas.

**Rationale for FPT 054 – Building Construction for Fire Protection – 3.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.

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**FPT 056 – Hazardous Materials Technology**
3.00 Unit(s)
Grade Options: Pass/No Pass Option

This course provides an in-depth study of the following: materials presenting special problems in firefighting operations; laws and standards involved in the storage and handling of hazardous chemicals and substances; the identification of hazardous materials; and the handling procedures and practices for emergencies involving corrosive water-reactive, toxic, explosive and radio-active materials.

**Rationale for FPT 056 – Hazardous Materials Technology – 3.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.

---

**FPT 065L – Emergency Medical Technician Laboratory**
1.50 Unit(s)
Grade Options: Pass/No Pass Option
Prerequisite: HOC 002
Co-requisite: FPT 065C AND FPT 065

The purpose of this EMT-I training course is to prepare individuals to render prehospital basic life support at the scene of an emergency, during transport of the sick and injured, or during interfacility transfer within an organized Emergency Medical Services (EMS) system. This course meets all the skills laboratory requirements at the mandated instructor: student ratio of 1:10 for certification as an Emergency Medical Technician –I as specified in the regulations approved by the State of California Emergency Medical Services Authority in April 2013. Students must successfully complete concurrently FPT 065 and FPT 065C to be eligible for certification.

**Rationale for FPT 065L – Emergency Medical Technician Laboratory – 1.50 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705. In addition, the prerequisite AHL 011 (Allied Health 011) Cardiopulmonary Resuscitation has been replaced by HOC 002 Cardiopulmonary Resuscitation.

**FPT 180 – Emergency Medical Technician–I Refresher Course**
2.00 Unit(s)
Grade Options: Pass/No Pass Option
Prerequisite: HOC 002

The purpose of this EMT-I refresher course is to review topics to prepare individuals to render prehospital basic life support at the scene of an emergency, during transport of the sick and injured, or during inter-facility transfer within an organized EMS system. This course meets all the refresher course requirements for recertification as an Emergency Medical Technician –I as specified in the regulations approved by the State of California Emergency Medical Services Authority in April 2013.

**Rationale for FPT 180 – Emergency Medical Technician-I Refresher Course – 2.00 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705. In addition, the prerequisite AHL 011 (Allied Health 011) Cardiopulmonary Resuscitation has been replaced by HOC 002 Cardiopulmonary Resuscitation.

**HEALTH OCCUPATIONS**

**HOC 020 – Introduction to Professional Health Care**
0.50 Unit(s)
Grade Options: Pass/No Pass Only
Prerequisite: BIO 022, BIO 047, BIO 048 or BIO 048H

This course helps acquaint incoming vocational nursing and psychiatric technician students with Mission College, available student services, and the Health Occupations career tracks. It covers college orientation and information regarding Health Occupations policies and procedures, study skills, assignments, time management, and career opportunities.

**Rationale for HOC 020 – Introduction to Professional Health Care – 0.50 Unit(s)**
This course has been revised to update advisory MAT 903 per AB 705.
**HOC 022 – Patient Nursing Care Fundamentals**
1.50 Unit(s)
Grade Options: Grade Only
Co-requisite: HOC 023A, HOC 023B, HOC 023C, HOC 024, HOC 025A, HOC 025B, HOC 026A, HOC 026B, HOC 027, PSY 012
Prerequisite: BIO 022, BIO 047, BIO 048 or BIO 048H, HOC 002, HOC 020

This is a foundation course in which beginning Health Occupations students gain knowledge of fundamental principles and techniques necessary to provide basic nursing care to patients. Ethical and legal responsibilities of the vocational nurse and psychiatric technician are explored. Students utilize the nursing process and therapeutic communication while gaining competence in performing basic nursing procedures and skills, including administration of medications and enemas; performing physical assessments of body systems; collecting and ensuring integrity of diagnostic specimens; insertion of nasogastric tube; enteral feedings; airway suctioning; tracheostomy care; wound assessment and care, including application of dressings; as well as documentation of assessment findings, care provided and patient’s responses.

**Rationale for HOC 022 – Patient Nursing Care Fundamentals – 1.50 Unit(s)**
This course has been revised to update advisories per AB 705. In addition, the prerequisite AHL 011 (Allied Health 011) Cardiopulmonary Resuscitation has been replaced by HOC 002 Cardiopulmonary Resuscitation.

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**HOC 023A – Beg. Medical-Surgical Nursing Theory**
2.50 Unit(s)
Grade Options: Grade Only
Co-requisite: HOC 022, HOC 023B, HOC 023C, HOC 024, HOC 025A, HOC 025B, HOC 026A, HOC 026B, HOC 027, HOC 028, PSY 001 or PSY 001H, PSY 012
Prerequisite: BIO 022, BIO 047, BIO 048 or BIO 048H, HOC 002, HOC 020

This course focuses on beginning level nursing care and interventions for patients with diseases or disorders of particular body systems. The nursing process is used as a critical thinking tool in understanding diagnostics, assessing manifestations experienced by the patient, identifying and implementing evidence-based nursing interventions, and evaluating outcomes. Students identify the roles of vocational nurses and psychiatric technicians in collaborating with other health team members and planning therapeutic management of patients with conditions affecting the musculoskeletal, neurological, neurosensory and reproductive systems. Includes six hours of related pharmacology
Rationale for HOC 023A – Beg. Medical-Surgical Nursing Theory – 2.50 Unit(s)
This course has been revised to update advisories per AB 705. In addition, the prerequisite AHL 011 (Allied Health 011) Cardiopulmonary Resuscitation has been replaced by HOC 002 Cardiopulmonary Resuscitation.

HOC 023B – Beg. Cognitive Disabilities – Mental Health Theory
1.00 Unit(s)
Grade Options: Grade Only
Co-requisite: HOC 022, HOC 023A, HOC 023C, HOC 024, HOC 025A, HOC 025B, HOC 026A, HOC 026B, HOC 027, PSY 001 or PSY 001H, PSY 012
Prerequisite: BIO 022, BIO 047, BIO 048 or BIO 048H, ENG 001A or ENG 001AX, HOC 002, HOC 020

This beginning course is designed to present theoretical concepts of mental health disorders, legal and ethical principles, and approaches to assist the vocational nursing and psychiatric technician students to identify and understand therapeutic communication skills, psycho-pharmacological concepts and assessment skills in caring for persons with psychiatric disorders. Among these skills are objective and subjective observations and data collection through assessment of strengths and abnormalities in function and behavior across the lifespan. Includes two hours of related pharmacology content.

Rationale for HOC 023B – Beg. Cognitive Disabilities – Mental Health Theory – 1.00 Unit(s)
This course has been revised to update MAT 903 and ENG advisories per AB 705. In addition, the prerequisite AHL 011 (Allied Health 011) Cardiopulmonary Resuscitation has been replaced by HOC 002 Cardiopulmonary Resuscitation.

HOC 023C – Beg. Cognitive Disabilities – Developmental Disability Theory
1.00 Unit(s)
Grade Options: Grade Only
Co-Requisite: HOC 022, HOC 023A, HOC 023B, HOC 024, HOC 025B, HOC 026B, HOC 027, PSY 012
Prerequisite: BIO 022, BIO 047, BIO 048 or BIO 048H, HOC 002, HOC 020

This is a beginning course in which the causes of intellectual and development disorders
Psychiatric Technician students learn to perform focused behavioral and functional assessments and plan behavioral modification interventions for enhancing quality of life within areas of interpersonal relations, social inclusion, physical well-being and personal development for clients with intelligence and developmental disorders. Includes two hours of related pharmacology content.

**Rationale for HOC 023C – Beg. Cognitive Disabilities – Developmental Disability Theory – 1.00 Unit(s)**
This course has been revised to update MAT 903 and ENG advisories per AB 705. In addition, the prerequisite AHL 011 (Allied Health 011) Cardiopulmonary Resuscitation has been replaced by HOC 002 Cardiopulmonary Resuscitation.

**HOC 024 – Pharmacology A**
1.00 Unit(s)
Grade Options: Grade Only
Co-Requisite: HOC 022, HOC 023A, HOC 023B, HOC 023C, HOC 025A, HOC 025B, HOC 026A, HOC 026B, HOC 027, PSY 001 or PSY 001H, PSY 012
Prerequisite: BIO 022, BIO 047, BIO 048 or BIO 048H, HOC 002, HOC 020

This beginning course in pharmacology presents the vocational nursing and psychiatric technician student with the basic principles of pharmacology. The emphasis is on defining pharmacological agents, the use of reference books, and the nursing implications in pharmacological therapy. The course covers the uses of pharmacological agents, precautions for use, side effects, medication interactions, contraindications, and patient teaching for safe and proper pharmacological agent use for patients with disorders of the musculoskeletal, neurological, neurosensory, and reproductive systems.

**Rationale for HOC 024 – Pharmacology A – 1.00 Unit(s)**
This course has been revised to update MAT 903 and ENG advisories per AB 705. In addition, the prerequisite AHL 011 (Allied Health 011) Cardiopulmonary Resuscitation has been replaced by HOC 002 Cardiopulmonary Resuscitation.

**HOC 025A – Fundamentals Skills/Simulation Lab**
1.00 Unit(s)
Grade Options: Pass/No Pass Only
Co-requisite: HOC 022, HOC 023A, HOC 023B, HOC 024, HOC 027, PSY 001 or PSY 001H
Prerequisite: BIO 022, BIO 047, BIO 048 or BIO 048H, HOC 002, HOC 020
This course allows the beginning vocational nursing student the opportunity to integrate the concepts of the nursing process, clinical reasoning, nursing theory, and nursing skills in a laboratory setting which simulates the clinical experience. Focus is placed on developing competence in performing basic nursing procedures and skills through practice on manikins, return demonstration of skills and participation in simulated clinical scenarios aimed to meet the needs of the medical-surgical and geriatric patients with musculoskeletal, neurological, neurosensory, reproductive and mental health disorders in inpatient and outpatient settings.

Rationale for HOC 025A – Fundamentals Skills/Simulation Lab – 1.00 Unit(s)
This course has been revised to update the MAT 903 and ENG advisories per AB705. In addition, the prerequisite AHL 011 (Allied Health 011) Cardiopulmonary Resuscitation has been replaced by HOC 002 Cardiopulmonary Resuscitation.

HOC 025B – Fundamentals Skills / Simulation Lab
1.00 Unit(s)
Grade Options: Pass/No Pass Only
Co-requisite: HOC 022, HOC 023A, HOC 023B, HOC 023C, HOC 024, HOC 026B, HOC 027, PSY 012
Prerequisite: BIO 022, BIO 047, BIO 048 or BIO 048H, HOC 002, HOC 020

This course allows the beginning psychiatric technician student the opportunity to integrate the concepts of the nursing process, clinical reasoning, nursing theory, and nursing skills in a laboratory setting which simulates the clinical experience. Focus is placed on developing competence in performing basic nursing procedures and skills through practice on manikins, return demonstration of skills and participation in simulated clinical scenarios aimed to meet the needs of the medical-surgical and geriatric patients with musculoskeletal, neurological, neurosensory, reproductive and mental health disorders in inpatient and outpatient settings.

Rationale for HOC 025B – Fundamentals Skills Simulation Lab – 1.00 Unit(s)
This course has been revised to update the MAT 903 advisory per AB705. In addition, the prerequisite AHL 011 (Allied Health 011) Cardiopulmonary Resuscitation has been replaced by HOC 002 Cardiopulmonary Resuscitation.

HOC 026A – Beg. Clinical Practicum
5.00 Unit(s)
Grade Options: Pass/No Pass Only
Co-requisite: HOC 022, HOC 023A, HOC 023B, HOC 024, HOC 025A, HOC 027, PSY 001 or PSY 001H
Prerequisite: BIO 022, BIO 047, BIO 048 or BIO 048H, HOC 002, HOC 020

This is a foundation course which provides the Vocational Nursing student clinical experiences during which they integrate standards of professional practice, theoretic principles of nursing, therapeutic communication, nursing process and basic nursing skills during supervised care to patients with acute or chronic medical-surgical concerns and mental illnesses. Students spend approximately seventeen hours each week in community agencies.

**Rationale for HOC 026A – Beg. Clinical Practicum – 5.00 Unit(s)**
This course has been revised to update MAT 903 and ENG advisories per AB 705. In addition, the prerequisite AHL 011 (Allied Health 011) Cardiopulmonary Resuscitation has been replaced by HOC 002 Cardiopulmonary Resuscitation.

**HOC 026B – Beg. Clinical Practicum**
5.00 Unit(s)
Grade Options: Pass/No Pass Only
Co-requisite: HOC 022, HOC 023A, HOC 023B, HOC 023C, HOC 024, HOC 025B, HOC 027, PSY 012
Prerequisite: BIO 022, BIO 047, BIO 048 or BIO 048H, HOC 002, HOC 020

This is a foundation course which provides the beginning psychiatric technician student clinical experiences during which they integrate research-based standards of professional practice, theoretic principles of nursing science, therapeutic communication, nursing process and basic nursing skills during supervised care to patients/clients with acute or chronic medical-surgical concerns, intellectual, developmental and mental health disabilities and disorders throughout the lifespan. Students spend approximately seventeen hours each week in community health care agencies.

**Rationale for HOC 026B – Beg. Clinical Practicum – 5.00 Unit(s)**
This course has been revised to update MAT 903 advisory per AB 705. In addition, the prerequisite AHL 011 (Allied Health 011) Cardiopulmonary Resuscitation has been replaced by HOC 002 Cardiopulmonary Resuscitation.

**HOC 027 – Nursing Process and Communication**
This course is designed to provide the beginning health care practitioner with an introduction to the framework of nursing process and basic communication concepts. Both are essential to development of problem-solving and critical thinking abilities as well as the formation of trusting interpersonal relationships necessary to meet individualized needs of the client, family, and community. Vocational nursing and psychiatric technician students participate in activities designed to integrate therapeutic communication through each step of the nursing process that facilitates active engagement of the patient and family in health care management while supporting effective, collaborative teamwork among interdisciplinary healthcare members.

Rationale for HOC 027 – Nursing Process and Communication – 2.00 Unit(s)
This course has been revised to update MAT 903 and ENG advisories per AB 705. In addition, the prerequisite AHL 011 (Allied Health 011) Cardiopulmonary Resuscitation has been replaced by HOC 002 Cardiopulmonary Resuscitation.

HOC 905 – Math for Health Occupations
1.00 Unit(s)
Grade Options: Pass/No Pass Option

This course is an introduction to math calculations for health occupations students. It provides the learner with the opportunity to explore the math functions within the health field. Students become competent with performing accurate calculations for the delivery of medications.

Rationale for HOC 905 – Math for Health Occupations – 1.00 Unit(s)
This course has been revised to update advisory MAT 903 per AB 705.

MATHEMATICS

MAT 000D – Trigonometry
3.00 Unit(s)
Grade Options: Pass/No Pass Option
Prerequisite: MAT 000C or High School Algebra II, or equivalent OR
Prerequisite: MAT 000CM or High School Algebra II, or equivalent OR
Prerequisite: MAT 00CMX or High School Algebra II, or equivalent

Course topics include trigonometric functions, including applications to triangles, circular functions, radian measure, graphs, polar coordinates, trigonometric identities, inverse trigonometric functions, vectors, and complex numbers.

Rationale for MAT 000D – Trigonometry – 3.00 Unit(s)
This course has been revised to update prerequisite MAT 000C per AB 705.

MAT 000G – Mathematics for the Liberal Arts Student
4.00 Unit(s)
Grade Options: Pass/No Pass Option
Prerequisite: MAT 000C or High School Algebra II, or equivalent OR
Prerequisite: MAT 000CM or High School Algebra II, or equivalent OR
Prerequisite: MAT 00CMX or High School Algebra II, or equivalent

This course fulfills the graduation competency requirement for Associate degree and the general education requirement in mathematics for the CSU system. It introduces critical thinking techniques in areas of mathematics that include, but are not limited to sequences and series, probability and statistics, countable and uncountable sets, cryptography and number theory, history of mathematics, mathematics in art and nature, the Pythagorean Theorem, and methods of proof, and game theory. There is an emphasis on general problem-solving techniques as the class explores mathematics that may will be unfamiliar to most students, and to communicate mathematics through class activities and write-ups.

Rationale for MAT 000G – Mathematics for the Liberal Arts Student – 4.00 Unit(s)
This course has been revised to update prerequisite MAT 000C per AB 705.

MAT 001 – College Algebra
4.00 Unit(s)
Grade Options: Pass/No Pass Option
Prerequisite: MAT 000C or High School Algebra II, or equivalent OR
Prerequisite: MAT 000CM or High School Algebra II, or equivalent OR
Prerequisite: MAT 00CMX or High School Algebra II, or equivalent
This is a college-level course in preparation for the Calculus sequence. Its contents include real and complex number systems, polynomials, algebraic fractions, exponents and radicals, linear and quadratic equations, simultaneous equations, inequalities, functions, theory of equations, exponential and logarithmic equations, sequence and series, induction and the binomial theorem.

Rationale for MAT 001 – College Algebra – 4.00 Unit(s)
This course has been revised to update prerequisite MAT 000C per AB 705.

MAT 002 – Pre-Calculus Algebra and Trigonometry
6.00 Unit(s)
Grade Options: Pass/No Pass Option
Prerequisite: PSY 001 AND
Prerequisite: MAT 000C OR MAT 000CM/00CMX OR High School Algebra II, or equivalent OR
Prerequisite: PSY 001H AND
Prerequisite: MAT 000C OR MAT 000CM/00CMX OR High School Algebra II, or equivalent OR
Prerequisite: SOC 001 AND
Prerequisite: MAT 000C OR MAT 000CM/00CMX OR High School Algebra II, or equivalent OR
Prerequisite: SOC 001H AND
Prerequisite: MAT 000C OR MAT 000CM/00CMX OR High School Algebra II, or equivalent

This is an intensive course covering those topics traditionally found in the separate courses of college algebra (MATH 001) and trigonometry (MATH 000D). This course is designed for the highly motivated and very well-prepared student who desires to fulfill the requirements of MATH 000D and MATH 001 in one semester. It prepares the student for the Calculus 003A/B sequence.

Rationale for MAT 002 – Pre-Calculus Algebra and Trigonometry – 6.00 Unit(s)
This course has been revised to update MAT 000C prerequisite per AB 705.

MAT 010 – Elementary Statistics
4.00 Unit(s)
Grade Options: Pass/No Pass Option
Prerequisite: MAT 000C or High School Algebra II, or equivalent OR

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Prerequisite: MAT 000CM or High School Algebra II, or equivalent OR
Prerequisite: MAT 00CMX or High School Algebra II, or equivalent

Students study and demonstrate knowledge and understanding of descriptive and inferential statistics including data analysis, correlation and linear regression, probability, probability distributions and assorted hypothesis testing. Particular emphasis is placed on applications. Current statistical computer packages are used.

**Rationale for MAT 010 – Elementary Statistics – 4.00 Unit(s)**
This course has been revised to update MAT 000C prerequisite per AB 705.

**MAT 010H – Elementary Statistics - Honors**
4.00 Unit(s)
Grade Options: Pass/No Pass Option
Prerequisite: MAT 000C or High School Algebra II, or equivalent OR
Prerequisite: MAT 000CM or High School Algebra II, or equivalent OR
Prerequisite: MAT 00CMX or High School Algebra II, or equivalent

This course is the honors version of the Elementary Statistics course. The course provides students with a comprehensive introduction to statistical methods and research. Topics include descriptive and inferential statistics, correlation and linear regression, probability, probability distributions and assorted hypothesis testing. Particular emphasis is placed on applications and data analysis. Current statistical computer packages are used. Students may not receive credit for both MATH 010 and MATH 010H. Enrollment in the Honors Transfer Project is required.

**Rationale for MAT 010H – Elementary Statistics - Honors – 4.00 Unit(s)**
This course has been revised to update MAT 000C prerequisite per AB 705.

**MAT 012 – Calculus for Business**
4.00 Unit(s)
Grade Options: Satisfactory Progress
Prerequisite: MAT 000C or High School Algebra II, or equivalent OR
Prerequisite: MAT 000CM or High School Algebra II, or equivalent OR
Prerequisite: MAT 00CMX or High School Algebra II, or equivalent
Course topics include the intuitive concept of a limit, and simple techniques of differential and integral calculus and their most common applications in business. This course is not equivalent to MAT 003A.

**Rationale for MAT 012 – Calculus for Business – 4.00 Unit(s)**
This course has been revised to update prerequisite MAT 000C per AB 705.

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**PHYSICS**

**PHY 010 – Introduction to Physics**
4.00 Unit(s)
Grade Options: Grade Only
Prerequisite: MAT 903 OR High School Algebra I, or equivalent

This is a conceptual course in physics, including the development of fundamental concepts as applied to everyday phenomena, from a limited mathematical perspective, emphasizing verbal logic, critical analysis, and rational thought. The topics included in this course are mechanics, thermodynamics, electricity and magnetism, optics, and modern physics.

**Rationale for PHY 010 – Introduction to Physics – 4.00 Unit(s)**
This course has been revised to update prerequisite MAT 903 per AB 705.

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**SOCIOLOGY**

**SOC 016 – Introduction to Statistics in Social and Behavioral Sciences**
3.00 Unit(s)
Grade Options: Pass/No Pass Option
Prerequisite: PSY 001 AND
Prerequisite: MAT 000C OR MAT 000CM/00CMX OR High School Algebra II, or equivalent OR
Prerequisite: PSY 001H AND
Prerequisite: MAT 000C OR MAT 000CM/00CMX OR High School Algebra II, or equivalent OR
Prerequisite: SOC 001 AND
Prerequisite: MAT 000C OR MAT 000CM/00CMX OR High School Algebra II, or equivalent OR
Prerequisite: SOC 001H AND
Prerequisite: MAT 000C OR MAT 000CM/00CMX OR High School Algebra II, or equivalent OR

For students majoring in psychology, sociology, and other behavioral sciences. Introduces students to the basic statistical techniques and design methodologies used in behavioral sciences. Topics include descriptive statistics; probability and sampling distributions; statistical inference and power; linear correlation and regression; chi-square; t-tests, and ANOVA. An emphasis will be placed on the interpretation and relevance of statistical findings and the application of statistical concepts to real-world problems in the behavioral and social sciences.

Rationale for SOC 016 – Introduction to Statistics in Social and Behavioral Sciences – 3.00 Unit(s)
This course has been revised to update prerequisite MAT 000C per AB 705.

TRANSPORTATION

TRN 143 – DC Theory and Power Components
2.00 Unit(s)
Grade Options: Pass/No Pass Option

This course covers DC (Direct Current) theory and various power components used in overhead line work. Per California Code of Regulations, this course is limited to students admitted to the Overhead Line Core apprenticeship program at Santa Clara Valley Transportation Authority.

Rationale for TRN 143 – DC Theory and Power Components – 2.00 Unit(s)
This course has been revised to update advisory MAT 903 per AB 705.

CREDIT COURSE DELETION

BUSINESS

BUS 028B – Business Law II
3.00 Unit(s)
Rationale for BUS 028B – Business Law II – 3.00 Unit(s)
This course is no longer being offered.

COMPUTER APPLICATIONS

CAP 088A – Introduction to Javascript for the Web
1.00 Unit(s)

Rationale for CAP 088A – Introduction to Javascript for the Web – 1.00 Unit(s)
This course is no longer being offered.

CAP 097C – Creating Web Pages – Course 3
1.00 Unit(s)

Rationale for CAP 097C – Creating Web Pages – Course 3 – 1.00 Unit(s)
This course is no longer being offered.

CHILD DEVELOPMENT

CHD 008B – Practicum B
3.00 Unit(s)

Rationale for CHD 008B – Practicum B – 3.00 Unit(s)
This course is no longer being offered.

CHEMISTRY

CHM 007 – Biochemistry: An Introduction to Structure, Enzymes, and Metabolism
3.00 Unit(s)

Rationale for CHM 007 – Biochemistry: An Introduction to Structure, Enzymes, and Metabolism – 3.00 Unit(s)
This course is no longer being offered.

CHM 030B – Fundamentals of Chemistry
4.00 Unit(s)

Rationale for CHM 030B – Fundamentals of Chemistry – 4.00 Unit(s)
This course is no longer being offered.

COUNSELING

COU 102 – Skills for Success
0.50 Unit(s)

Rationale for COU 102 – Skills for Success – 0.50 Unit(s)
This course is no longer being offered.

COU 145A – Beginning Study Skills
0.50 Unit(s)

Rationale for COU 145A – Beginning Study Skills – 0.50 Unit(s)
This course is no longer being offered.

ENGLISH AS A SECOND LANGUAGE

ESL 950G – Intermediate Grammar
3.00 Unit(s)

Rationale for ESL 950G – Intermediate Grammar – 3.00 Unit(s)
This course is no longer being offered.

ESL 950RW – Intermediate Reading and Writing
5.00 Unit(s)

Rationale for ESL 950RW – Intermediate Reading and Writing – 5.00 Unit(s)
This course is no longer being offered.

ESL 960G – High Intermediate Grammar
3.00 Unit(s)
Rationale for ESL 960G – High Intermediate Grammar – 3.00 Unit(s)
This course is no longer being offered.

ESL 960RW – High Intermediate Reading and Writing
5.00 Unit(s)

Rationale for ESL 960RW – High Intermediate Reading and Writing – 5.00 Unit(s)
This course is no longer being offered.

GRAPHIC DESIGN & MULTIMEDIA

GDS 088A – Introduction to Javascript for the Web
1.00 Unit(s)

Rationale for GDS 088A – Introduction to Javascript for the Web – 1.00 Unit(s)
This course is no longer being offered.

GDS 088B – Intermediate Javascript for the Web
2.00 Unit(s)

Rationale for GDS 088B – Intermediate Javascript for the Web – 2.00 Unit(s)
This course is no longer being offered.

INTERDISCIPLINARY STUDIES

INS 010A – Tutor Training
1.00 Unit(s)

Rationale for INS 010A – Tutor Training – 1.00 Unit(s)
This course is no longer being offered.

MATHEMATICS

MAT 000CG – Mathematics for the Associate Degree Student
3.00 Unit(s)
Rationale for MAT 000CG – Mathematics for the Associate Degree Student – 3.00 Unit(s)
This course is no longer being offered.

MAT 008 – Finite Mathematics
3.00 Unit(s)

Rationale for MAT 008 – Finite Mathematics – 3.00 Unit(s)
This course is no longer being offered.

MAT 081H – Honors Seminar in Mathematics
1.00 Unit(s)

Rationale for MAT 081H – Honors Seminar in Mathematics – 1.00 Unit(s)
This course is no longer being offered.

NUTRITIONAL SCIENCE

NTR 052 – Nutrition for Children
3.00 Unit(s)

Rationale for NTR 052 – Nutrition for Children – 3.00 Unit(s)
This course is no longer being offered.

READING

REA 960 – Reading Fundamentals
3.00 Unit(s)

Rationale for REA 960 – Reading Fundamentals – 3.00 Unit(s)
This course is no longer being offered.

REA 961 – Building College Reading Strategies
3.00 Unit(s)
Rationale for REA 961 – Building College Reading Strategies – 3.00 Unit(s)
This course is no longer being offered.

NON-CREDIT COURSE DELETION

INTERDISCIPLINARY STUDIES

INS 990 – Conversation Skills Development for Non-native English Speakers
NONCREDIT

Rationale for INS 990 – Conversation Skills Development for Non-native English Speakers – NONCREDIT
This course is no longer being offered.

NONCREDIT BASIC SKILLS

NCB 002 – GED Skills Development Lab
NONCREDIT

Rationale for NCB 002 – GED Skills Development Lab – NONCREDIT
This course is no longer being offered.

NCB 003 – GED Preparation: Reading & Critical Thinking
NONCREDIT

Rationale for NCB 003 – GED Preparation: Reading & Critical Thinking – NONCREDIT
This course is no longer being offered.

NCB 004 – GED Preparation: Writing & Reasoning
NONCREDIT

Rationale for NCB 004 – GED Preparation: Writing & Reasoning – NONCREDIT
This course is no longer being offered.
NCB 005 – GED Preparation: Math Skills
NONCREDIT

Rationale for NCB 005 – GED Preparation: Math Skills – NONCREDIT
This course is no longer being offered.

NONCREDIT ENGLISH AS A SECOND LANGUAGE

NCE 905 – Preparation for Academic ESL
NONCREDIT

Rationale for NCE 905 – Preparation for Academic ESL – NONCREDIT
This course is no longer being offered.

NCE 910 – Foundations in ESL
NONCREDIT

Rationale for NCE 910 – Foundations in ESL – NONCREDIT
This course is no longer being offered.

NCE 920 – Beginning ESL
NONCREDIT

Rationale for NCE 920 – Beginning ESL – NONCREDIT
This course is no longer being offered.
SUBJECT: AGREEMENT WITH ALPHASTAR ACADEMY FOR FACILITY USE OF CLASSROOMS AT MISSION COLLEGE.

CHANCELLOR’S RECOMMENDATION:
That the Board of Trustees authorize the administration to permit non-exclusive use of the facilities to AlphaStar Academy beginning September 8, 2019, through January 31, 2020.

Funding Source/Fiscal Impact
The District will receive use fees in accordance with the current published Board-approved fee schedule. The total proceeds pursuant to this agreement will be approximately $15,000.00 for the 2019 Fall sessions, plus any reimbursement of direct costs of college resources related to supporting this facility use.

Reference(s)
Pursuant to California Education Code Sections 82537, 82542, and Board Policy 6700, the Civic Center Act allows the District to issue facility use agreements when it does not interfere with educational use.

Background/Alternatives
Permit holder will use classrooms for the purpose of providing an extensive training program for students towards national and international math and science competitions.

Coordination
The Mission College President, Vice President of Administrative Services, and the permit holder have scheduled non-exclusive use of available college facilities for community use while guaranteeing that such use will not displace Mission College students, programs, or other college activities during the term of this agreement.
Follow-up/Outcome
Pending Board of Trustees approval, the signed and executed agreement will be routed to the Administrative Services Office. The use of the facilities will be monitored by the Administrative Services Office to ensure compliance with the agreement terms. The President’s Office will monitor any feedback from the community.
FACILITIES USE AGREEMENT

In accordance with WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT’S Policies and Procedures, this Facilities Use Agreement is made and entered into as of September 8, 2019, between WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT (hereinafter known as the “DISTRICT”) and AlphaStar Academy (hereinafter known as the “PERMIT HOLDER”). The parties hereby agree as follows:

1. **Purpose of Agreement, Premises Requested, and Notification to Users**

   PERMIT HOLDER may use the college facilities subject to the conditions and restrictions listed below. Specific locations, dates, times, and permitted use are listed in Section 13 of this agreement.

   PERMIT HOLDER shall provide written notice informing its patrons and the public that the activity and operations of the PERMIT HOLDER are independent from, and not connected to, the DISTRICT and Mission College.

2. **Term of Agreement**

   The term of this agreement shall be from, September 8, 2019 to January 31, 2020. This agreement may be renewed or terminated at any time by either party upon the giving of a sixty (60) days written notice. Renewals of this agreement shall not exceed five years total and shall be subject to the approval of the Board of Trustees of the DISTRICT.

3. **Consideration of the Agreement, Rents and Reimbursements**

   Rental of the Facility: In consideration of the right to use the premises as set forth herein, for each day the college facilities are used, the PERMIT HOLDER shall pay the fair market rental amounts, defined in Section 13 of this agreement.

   Reimbursement of Related Costs: Any other direct costs (such as DISTRICT personnel, custodial services, grounds, security, police, parking, maintenance) incurred by the DISTRICT shall be reimbursed by the PERMIT HOLDER upon billing. PERMIT HOLDER will be provided an estimate prior to the event, which will be listed in Section 13 of this agreement.

   Such rent and other related costs for the facilities use (e.g., reimbursement of direct costs) shall be due on the first working day of each month at the Administrative Services, Mission College.
4. **Facilities Maintenance During Use**

PERMIT HOLDER shall be responsible for ensuring the facilities used within this agreement are cleaned and returned without damage to the DISTRICT. Any costs resulting from property damage or unclean property during the use of the facility as specified within this agreement shall be the sole responsibility of the PERMIT HOLDER. The PERMIT HOLDER shall reimburse the DISTRICT for such costs.

5. **Security and Parking**

The PERMIT HOLDER agrees that the DISTRICT is not obligated to provide any type of security service or additional personnel. PERMIT HOLDER assumes all responsibility for the protection of all related DISTRICT property associated with this agreement, and the property owned by the PERMIT HOLDER from the acts of the PERMIT HOLDER or third parties, except for claims due to willful misconduct of the DISTRICT.

The PERMIT HOLDER also assumes all responsibility for the protection of its agents, its patrons, its clients, its invitees, and its staff from the acts of the PERMIT HOLDER or third parties, except for claims due to willful misconduct of the DISTRICT.

It is understood that any invitees, staff members, or patrons of the PERMIT HOLDER shall properly display paper parking permits sold or furnished by the DISTRICT and the DISTRICT assumes no responsibility for parking violations or citations obtained by PERMIT HOLDER patrons, invitees, or PERMIT HOLDER staff or volunteers.

6. **Commercial Rights and Zoning**

To the extent applicable to PERMIT HOLDER’s use of DISTRICT property, and to the extent required by California Education Code section 81378.1(e), PERMIT HOLDER agrees to ensure that the use of DISTRICT property shall be consistent with all applicable zoning ordinances and regulations. The DISTRICT may agree to provide such support at the expense of the PERMIT HOLDER.

7. **Insurance**

At the expense of the PERMIT HOLDER, throughout the term of this Agreement, the PERMIT HOLDER shall maintain in full force and effect its insurance coverage as follows:

<table>
<thead>
<tr>
<th>Policy of Insurance</th>
<th>Minimum Coverage Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability and Property Insurance and</td>
<td>Per Occurrence: One Million Dollars ($1,000,000)</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>Aggregate: Two Million Dollars ($2,000,000)</td>
</tr>
<tr>
<td>Automobile Liability Insurance</td>
<td>Five Hundred Thousand Dollars ($500,000)</td>
</tr>
</tbody>
</table>

Any aggregate limits shall be stated as applying on a per location basis.
**Additional Insured.** An additional insured endorsement is required naming the DISTRICT as additional insured. PERMIT HOLDER shall name: West Valley-Mission Community College District and its Board of Trustees, officers, employees, agents, and volunteers as Additional Insured under its Commercial General Liability and Automobile Liability policies.

**Certificate of Insurance.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII unless otherwise acceptable to the District. PERMIT HOLDER shall furnish the DISTRICT with original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage upon execution of the Agreement. PERMIT HOLDER will be in material default of the Agreement if it fails to timely furnish these documents to the DISTRICT.

PERMIT HOLDER shall pay, or cause to be paid, all premiums and other charges in connection with such insurance and, upon written request, shall promptly furnish the other with satisfactory evidence thereof.

PERMIT HOLDER shall provide appropriate supervision as determined by the DISTRICT for all minor children participating in PERMIT HOLDER activities at Mission College, including the period of time immediately preceding and following regularly scheduled activities on or around the parking lots or other areas of the campus where participants are present.

8. **Breach and Cure**

In the event that a party is in material breach of this Agreement, the other party may send written notice to the breaching party. The breaching party shall have thirty (30) days to cure said breach, unless said breach endangers public safety. If the cure is not completed within thirty (30) calendar days of said notice, the non-binding breaching party may terminate the Agreement. Pursuant to Education Code section 81378.1, this Agreement shall be subject to renegotiations and may be rescinded after sixty (60) calendar days’ notice to PERMIT HOLDER if the DISTRICT’s Board of Trustees determines at any time during the term of this Agreement that the Premises are needed for academic activities.

9. **Indemnities**

PERMIT HOLDER agrees to indemnify and hold harmless the DISTRICT and its directors, members, officers, employees and other representatives from and against and in respect of any and all claims, suits, actions, judgments, damages, liabilities and expenses (including reasonable legal fees and expenses of counsel chosen by the DISTRICT) as when incurred arising out of, involving, or in connection with, the use or occupancy (or both) of the Premises by PERMIT HOLDER, specifically including without limitation claims arising from personal injury or death or property damage, excepting only matters arising out of the sole negligence of the DISTRICT. If any claim, action or proceeding is brought against the DISTRICT by reason of any of the foregoing matters, PERMIT HOLDER shall upon notice by the DISTRICT, defend the same at PERMIT HOLDER’s
expense and the DISTRICT shall cooperate with PERMIT HOLDER in any such defense. The DISTRICT need not have paid any such claim in order to be defended or indemnified.

The DISTRICT agrees to indemnify and hold harmless PERMIT HOLDER and its members, officers, employees, invitees or guests and other representatives from and against and in respect of any and all suits, actions, judgments, damages, liabilities and expenses (including reasonable legal fees and expenses of counsel chosen by PERMIT HOLDER) as and when incurred rising out of or based upon the sole negligence of the DISTRICT or alleged to arise from environmental matters affecting the Premises to the extent not caused by or attributable to PERMIT HOLDER. If any claim, action or proceeding is brought against PERMIT HOLDER by reason of any of the foregoing matters, the DISTRICT shall upon notice by PERMIT HOLDER, defend the same at the DISTRICT’s expense and PERMIT HOLDER shall cooperate with the DISTRICT in any such defense. PERMIT HOLDER need not have paid any such claim in order to be defended or indemnified.

The party seeking indemnification hereunder shall give the other party prompt notice of any claim asserted against it and the basis on which it intends to seek indemnification.

10. **Representations and Warranties**

PERMIT HOLDER hereby represents and warrants to the DISTRICT, which representations and warranties shall survive the execution and delivery of this Agreement, that PERMIT HOLDER has the power and authority to enter into this Agreement and to grant the rights and consummate the transactions contemplated herein and has taken all actions necessary to authorize the execution and delivery of this Agreement.

The DISTRICT hereby represents and warrants to PERMIT HOLDER, which representations and warranties shall survive the execution and delivery of this Agreement, that the DISTRICT has the power and authority to enter into this Agreement and to grant the rights and consummate the transactions contemplated herein and has taken all actions necessary to authorize the execution and delivery of this Agreement.

No persons associated with PERMIT HOLDER may use any Mission College facility, equipment, or services or present themselves as acting on behalf of the DISTRICT without prior written approval unless otherwise specified in this Agreement.

11. **Confidentiality**

Subject to the requirements of the Public Records Act, the Ralph M. Brown Act, and to all other statutes and regulations that apply to the DISTRICT, the DISTRICT shall use its best efforts to preserve the confidentiality of any confidential information pertaining to PERMIT HOLDER that becomes known by the DISTRICT.

12. **Miscellaneous**

This Agreement may be resolved by arbitration before an arbitrator selected by mutual agreement of the parties, or if the parties agree to arbitration but cannot agree on the choice
of arbitrator, in accordance with the arbitrator selection rules of the American Arbitration Association. The arbitration, if held, shall be conducted in accordance with the American Arbitration Association Rules. The parties further agree that the location for the arbitration shall be in San Jose, California. Judgment upon the award rendered may be entered in any court having jurisdiction. Each Party shall pay an equal share of the arbitrator’s fees and expenses and shall bear his, hers or its own attorneys’ fees, witness fees and other costs concerning the arbitration. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined under and in accordance with the laws of the State of California without giving effect to conflicts of laws principles thereof.

13. **Schedule and Charges**

(Please see following page)
## Mission College Facilities Use Estimate

**AlphaStar Academy**

**Fall 2019**

### ROOM RENTAL COST

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th># of rooms</th>
<th># of Days</th>
<th>Room</th>
<th>Daily Rate</th>
<th>Total Cost to Group</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiple Dates between 9/8/19 &amp; 12/8/19</td>
<td>8:30am-5:00pm</td>
<td>5</td>
<td>12</td>
<td>MT - 3, 5, 7, 9, &amp; 19</td>
<td>$ 250.00</td>
<td>$15,000.00</td>
<td>Dates and room assignment listed on next page</td>
</tr>
</tbody>
</table>

**Total Cost** $15,000.00

### OTHER RENTAL COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th># of vehicles/people</th>
<th>Hours</th>
<th># of Days</th>
<th>Hourly Rate</th>
<th>Total Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Fee</td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Site Supervisor</td>
<td></td>
<td>8.5</td>
<td>12</td>
<td>$ 71.00</td>
<td>$7,242.00</td>
<td>Required for Sunday Events</td>
</tr>
<tr>
<td>Custodial Services</td>
<td></td>
<td>3</td>
<td>12</td>
<td>$ 49.00</td>
<td>$1,764.00</td>
<td>3hr minimum for cleaning of rooms and restrooms</td>
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<tr>
<td>Parking Permits</td>
<td></td>
<td></td>
<td></td>
<td>$ 3.00</td>
<td>$0.00</td>
<td>E-permits are $3 per vehicle. Otherwise, attendees can purchase a daily permit for $3 from parking lot machines.</td>
</tr>
</tbody>
</table>

**Total Cost** $9,006.00

**Total Cost to Group:** $24,006.00

*FOR CATERING SERVICES, CONTACT: Marie Keith 408-476-0203; marie.keith@missioncollege.edu*

**Note:**

Dates for winter, spring and summer will be added at a later date.
<table>
<thead>
<tr>
<th>Date</th>
<th>MT - 3</th>
<th>MT - 5</th>
<th>MT - 7</th>
<th>MT - 9</th>
<th>MT - 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/8/2019</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>9/29/2019</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>10/20/2019</td>
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<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>11/10/2019</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>MT - 3</th>
<th>MT - 5</th>
<th>MT - 7</th>
<th>MT - 9</th>
<th>MT - 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/15/2019</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>10/6/2019</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
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<tr>
<td>10/27/2019</td>
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<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
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<tr>
<td>11/24/2019</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>MT - 3</th>
<th>MT - 5</th>
<th>MT - 7</th>
<th>MT - 9</th>
<th>MT - 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/22/2019</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>10/13/2019</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>11/3/2019</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>12/8/2019</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
</tr>
</tbody>
</table>

Grand Total: $ 15,000.00
“DISTRICT”
West Valley-Mission CCD
14000 Fruitvale Ave.
Saratoga, CA 95070

“PERMIT HOLDER”
AlphaStar Academy
100 Saratoga Ave. Suite 100
Santa Clara, CA 95051

Phone: 650-308-9644
Email: mbiyik@alphastaracademy.com

DISTRICT
WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

By: _________________________________
Ed Maduli
Vice Chancellor
Dated: ______________________________

PERMIT HOLDER
AlphaStar Academy

By: _________________________________
Name: Murat Biyik
Title: CEO
Dated: ______________________________

Reviewed/Approved by:

____________________________________
Danny Nguyen
Vice President
Administrative Services
Mission College
Dated: ______________________________

____________________________________
Mina Hernandez
Executive Director
General Services
West Valley-Mission CCD
Dated: ______________________________
SUBJECT: APPROVE AN AGREEMENT BETWEEN SANTA CLARA COUNTY AND MISSION COLLEGE TO PROVIDE PROFESSIONAL TRAINING SERVICES TO COUNTY STAFF

CHANCELLOR’S RECOMMENDATION:
That the Board of Trustees authorizes the administration enter into an agreement with the County of Santa Clara to provide professional training services to County staff.

Funding Source/Fiscal Impact
The West Valley-Mission Community College District will receive payment from the County of Santa Clara for the provision of educational and training services. The maximum amount payable by the County for all projects during the term of this agreement shall not exceed $875,000 or $175,000 per contract year. It is expected that the total amount of reimbursement will be less than $875,000. This agreement will be in effect through August 26, 2022.

Reference(s)
Services provided under this agreement will be in accordance with County of Santa Clara Bid # ERFP-PRC-FY19-0103 Training and Organizational Development Professional Service.

Background
On October 19, 2018, the County of Santa Clara released a Request for Proposals for Training and Organizational Services. The RFP was to establish a pool of qualified vendors to provide training, organizational development, and professional services. Mission College’s Department of Community and Corporate Education submitted a proposal on November 16, 2018. This proposal was based largely on the experience
Mission College gained in the development and delivery of the Valley Transportation Authority (VTA) Leadership Academies.

In February 2016, Mission College successfully responded to an RFP from VTA for the development and delivery of a Leadership Academy. The Academy was established by VTA to provide the training needed for personnel to advance their careers within the organization. The Leadership Academy was designed in conjunction with VTA and in partnership with University of California, Santa Cruz (UCSC) Extension. Faculty from Mission College and UCSC Extension designed and taught classes in general management and leadership skills along with topics specific to the transit industry. In January 2018, Mission’s contract was extended to deliver a second Academy. At this time, UCSC Extension stepped away from the project but the core faculty from both UCSC and Mission remained with the project. It was with this core group that the proposal to the County was built.

On April 4, 2019, Mission College received notice from the County of Santa Clara that Mission College had been selected as a qualified vendor for Training and Professional Development Service.

Coordination
This contract will be managed by Rob Gamble, the Director of the Office of Business and Workforce Development at Mission College. Financial oversite will be coordinated with the Mission College Office of Administrative Services. Mission College is the lead agency for the contract, under the oversight of the West Valley-Mission Community College District. Rob Gamble will be the primary contact with the County of Santa Clara.

Follow-up/Outcome
Mission College will work with Santa Clara County to identify professional training service opportunities, implement training programs, and follow all appropriate monitoring and reporting guidelines.
ITEM 6.1  
SEPTEMBER 3, 2019  
ACTION ITEM  
CONSENT AGENDA  

PREPARED BY: SEAN MCGOWAN  
REVIEWED BY: ALBERT M. MOORE  
APPROVED BY: BRADLEY DAVIS  

SUBJECT: PERSONNEL TRANSACTIONS TO BE ACTED UPON BY THE BOARD OF TRUSTEES  

CHANCELLOR'S RECOMMENDATION: 
That the Board of Trustees approve the listed items. 

I. Appointment(s)  

Classified  

a. Liza Wong, Administrative Specialist, WVMCEA Office, Technical & Business Unit, Range 69 ($6,400.42-$8,454.17), Division of Math, Science & Engineering, Mission College, 100% of full time, 12 months per year; effective September 9, 2019. Position ID# MC1051. Fund 110-General Fund.  

II. Interim Appointment(s)  

Temporary Academic  

SUBJECT: MICROSOFT CAMPUS AGREEMENT FOR FISCAL YEAR 2019/20

CHANCELLOR'S RECOMMENDATION:
That the Board of Trustees approve the Microsoft Campus Agreement for Fiscal Year 2019-20 in the amount of $198,657.60.

Funding Source/Fiscal Impact
The Microsoft Campus Agreement will be funded using the Unrestricted General Fund allocated to District Information Systems.

Reference(s)
This item will assure the District is in compliance with the licenses used for Microsoft products. In addition, the District will be able to download all the software products and upgrades covered by the agreement on the Microsoft Volume Licensing Site.

Background/Alternatives
Products covered under this agreement include: Microsoft Office 365, Power BI, and SQL Server. District email accounts for staff and students are covered under this agreement as well as access to a variety of Microsoft Office applications. Additionally, Microsoft desktop operating system software for instruction and administrative desktops and servers are included.

This marks year three of a three year extension agreement for the Microsoft Campus Agreement through the Foundation for California Community Colleges (FCCC).

The FCCC received a private ruling from the State Board of Equalization that allows its reseller not to charge sales tax on the licenses. This is because the FCCC has structured the agreement so that its reseller, Computerland, does not provide any tangible product to district and colleges, only the license. For this agreement, the District will be able to download all the software products and upgrades covered by the agreement on the Microsoft Volume Licensing Site.
Coordination
This agreement has been reviewed by the Executive Director of General Services and Interim Chief Information Officer.

Follow-up/Outcome
Upon Board approval, a purchase order will be processed for the software licenses. The downloading of the software licenses will be completed by October 2019.
SUBJECT: ELLUCIAN CLOUD SERVICES AGREEMENT FOR FISCAL YEAR 2019/20

CHANCELLOR'S RECOMMENDATION:
That the Board of Trustees approve the Ellucian Cloud Services Agreement for 2019-20 in the amount of $619,752.

Funding Source/Fiscal Impact
The Ellucian Cloud Services Agreement will be funded using the Unrestricted General Fund allocated to District Information Systems.

Reference(s)
This purchase is made subject to the terms and conditions of the Attachment to the General Terms and Conditions Agreement - Application Services dated July 23, 2015, between Client and Ellucian, as amended (“Application Services Attachment”).

Background/Alternatives
The Board of Trustees approved agenda item 7.4 for the purchase of the Ellucian Banner Core software, maintenance and support contract on July 21, 2015. An Addendum to the contract, extending services through July 31, 2023, was executed in July 2018.

This marks year two of a five year extension agreement for the Ellucian Cloud Services. Under the terms of this Agreement, Ellucian will provide hosting services for the Ellucian Banner® software, including, but not limited to servers, storage systems, backup systems, and network access components.

Coordination
This agreement has been reviewed by the Executive Director of General Services and Interim Chief Information Officer.

Follow-up/Outcome
Upon Board approval, a purchase order will be issued to Ellucian in the amount of $619,752 for Cloud Services.
SUBJECT: ACCEPT BASIC CONTRACT AS COMPLETE FOR BID #04-1819 FOR THE DEMOLITION OF THE MAIN BUILDING AND CENTRAL PLANT PROJECT AT MISSION COLLEGE

CHANCELLOR’S RECOMMENDATION:
That the Board of Trustees accept the basic construction contract with Ferma Corporation for Bid #04-1819 for the demolition of the Main Building and Central Plant project at Mission College as complete and authorize the District to file a Notice of Completion.

Funding Source/Fiscal Impact
The funding for this project was through Measure C, line item MC-4 of the Mission College Project Priority List. The final cost for this contract was $3,386,970.05.

Reference(s)
This item is associated with the implementation of the MC Facilities Master Plan, the WVMCCD 5-Year Construction Plan, and the Measure C Project Priority List.

Background/Alternatives
This project was the demolition of existing Main Building, Power Plant Building and site-work, and supports the College’s Master Plan implementation.

Coordination
The contract was reviewed by the Executive Director of Facilities Maintenance, Operations and Construction, and Gilbane Building Company.

Follow-up/Outcome
Upon Board approval, a Notice of Completion will be filed with the Santa Clara County Recorder.
ITEM 7.4
SEPTEMBER 3, 2019
ACTION ITEM
CONSENT AGENDA

PREPARED BY: JAVIER CAISTRUITA

REVIEWED BY: ED MADULI

APPROVED BY: BRADLEY DAVIS

SUBJECT: ACCEPT BASIC CONTRACT AS COMPLETE FOR BID # 6-1617, BID PACKAGE 26A, ELECTRICAL & SPECIAL SYSTEMS FOR THE STUDENT SERVICES CENTER PROJECT AT WEST VALLEY COLLEGE

CHANCELLOR’S RECOMMENDATION:
That the Board of Trustees accept the basic construction contract with Smith and Sons Electric, Inc. for Bid #16-1617, Bid Package 26A, Electrical & Special Systems for the Student Services Center project at West Valley College as complete and authorize the District to file a Notice of Completion.

Funding Source/Fiscal Impact
The funding for this project is through Measure C, line item WV-4 of the West Valley College Project Priority List. The final cost for this contract was $3,747,588.22.

Reference(s)
This item is associated with the implementation of the WVC Facilities Master Plan, the WVMCCD 5-Year Construction Plan, the Measure C Project Priority List, and DSA #01-115081.

Background/Alternatives
The project was a new two-story Student Services Center building to enhance services and support for students and supports the College’s Master Plan implementation.

Coordination
The contract was reviewed by the Executive Director of Facilities Maintenance, Operations and Construction and Gilbane Building Company.

Follow-up/Outcome
Upon Board approval, a Notice of Completion will be filed with the Santa Clara County Recorder.
SUBJECT: PROJECT ASSIGNMENT AMENDMENT WITH GILBANE BUILDING COMPANY FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE BASEBALL TURF REPLACEMENT PROJECT AT MISSION COLLEGE

CHANCELLOR'S RECOMMENDATION:
That the Board of Trustees approve the Project Assignment Amendment with Gilbane Building Company for Design and Construction Management Services in the amount of $250,000 for the Baseball Turf Replacement project at Mission College.

Funding Source/Fiscal Impact
This project will be funded by Measure W, item MC-5 of the Mission College Project Priority List.

Reference(s)
This item is associated with the implementation of the MC Facilities Master Plan, the WVMCCD 5-Year Construction Plan, Measure C and Measure W Bond programs.

Background/Alternatives
On August 6, 2019, the Board of Trustees approved the Master Agreement with Gilbane Building Company for on-going Design Management/Construction Management services. The table below details the Project Assignment Amendment (PAA) Contract price for the Baseball Turf Replacement project at Mission College. The fee is based on the construction budget and the negotiated fee percentage for Design Management and Construction Management.

<table>
<thead>
<tr>
<th>Project and Fee Description</th>
<th>Construction Budget</th>
<th>Fee %</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>MC Baseball Turf Replacement</td>
<td>$2,500,000</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>Design Management Fee</td>
<td></td>
<td>2%</td>
<td>$50,000</td>
</tr>
<tr>
<td>Construction Management Fee</td>
<td></td>
<td>8%</td>
<td>$200,000</td>
</tr>
<tr>
<td>Total Contract Price</td>
<td></td>
<td>10%</td>
<td>$250,000</td>
</tr>
</tbody>
</table>
This project will replace the natural field turf with a high grade artificial turf to the baseball play field, dugouts, and batting cage.

The fees for the above project include the following:

Design Phase – All Basic Services set forth in the Agreement, including the following:

General
- Assist District in selection of Architect for Assigned Project
- Assist District in selection of Project Inspector for Assigned Project
- Assist District in selection of firms for Special Tests/Inspections for Assigned Project

Preliminary Plans
- Value Engineering at completion of Preliminary Plans
- Constructability Review at completion of Preliminary Plans
- Review of others’ Construction Cost Estimates of Preliminary Plans
- Construction Management preparation of Construction Cost Estimate of completed Preliminary Plans

Working Drawings
- Value Engineering at completion of Working Drawings
- Constructability Review at completion of Working Drawings
- Review of others’ Construction Cost Estimates of Working Drawings
- Construction Management preparation of Construction Cost Estimate of completed Working Drawings

Bidding – All Basic Services set forth in the Agreement

Construction – All Basic Services set forth in the Agreement

Post-Construction – All Basic Services set forth in the Agreement

Coordination
The Executive Director of Facilities Maintenance, Operations and Construction, and the Vice Chancellor of Administrative Services reviewed and worked on this Project Assignment Amendment.

Follow-up/Outcome
Upon Board approval, a Project Assignment Amendment will be executed with Gilbane Building Company.
SUBJECT: PROJECT ASSIGNMENT AMENDMENT WITH GILBANE BUILDING COMPANY FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE CHILD DEVELOPMENT CENTER RENOVATION PROJECT AT MISSION COLLEGE

CHANCELLOR’S RECOMMENDATION:
That the Board of Trustees approves the Project Assignment Amendment with Gilbane Building Company for Design and Construction Management Services in the amount of $416,880 for the Child Development Center (CDC) Renovation project at Mission College.

Funding Source/Fiscal Impact
This project will be funded by Measure W, item MC-3 of the Mission College Project Priority List.

Reference(s)
This item is associated with the implementation of the MC Facilities Master Plan, the WVMCCD 5-Year Construction Plan, Measure C and Measure W Bond programs.

Background/Alternatives
On August 6, 2019, the Board of Trustees approved the Master Agreement with Gilbane Building Company for on-going Design Management/Construction Management services. The table below details the Project Assignment Amendment (PAA) Contract price for the Child Development Center Renovation project at Mission College. The fee is based on the construction budget and the negotiated fee percentage for Design Management and Construction Management.

<table>
<thead>
<tr>
<th>Project and Fee Description</th>
<th>Construction Budget</th>
<th>Fee %</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>MC CDC Renovation</td>
<td>$4,632,000</td>
<td>9%</td>
<td></td>
</tr>
<tr>
<td>Design Management Fee</td>
<td></td>
<td>2%</td>
<td>$92,640</td>
</tr>
<tr>
<td>Construction Management Fee</td>
<td></td>
<td>7%</td>
<td>324,240</td>
</tr>
<tr>
<td>Total Contract Price</td>
<td></td>
<td>9%</td>
<td>$416,880</td>
</tr>
</tbody>
</table>

This project will renovate the existing 10,234 square foot, one story CDC building including upgrades to the play yard. The work will include, but not be limited to,
upgrades and/or replacement of the following systems: roof, HVAC, lighting, flooring, ceiling, data/telecommunication, electrical, seismic work, ADA accessibility, play yard upgrades and interior remodeling to meet the program requirements of the college. The renovation will make the building more efficient and enhance instructional delivery by using current teaching methods and modern technology throughout the building.

The fees for the above project include the following:

Design Phase – All Basic Services set forth in the Agreement, including the following:

**General**
- Assist District in selection of Architect for Assigned Project
- Assist District in selection of Project Inspector for Assigned Project
- Assist District in selection of firms for Special Tests/Inspections for Assigned Project

**Preliminary Plans**
- Value Engineering at completion of Preliminary Plans
- Constructability Review at completion of Preliminary Plans
- Review of others’ Construction Cost Estimates of Preliminary Plans
- Construction Management preparation of Construction Cost Estimate of completed Preliminary Plans

**Working Drawings**
- Value Engineering at completion of Working Drawings
- Constructability Review at completion of Working Drawings
- Review of others’ Construction Cost Estimates of Working Drawings
- Construction Management preparation of Construction Cost Estimate of completed Working Drawings

**Bidding** – All Basic Services set forth in the Agreement

**Construction** – All Basic Services set forth in the Agreement

**Post-Construction** – All Basic Services set forth in the Agreement

**Coordination**
The Executive Director of Facilities, Maintenance, Operations and Construction; and the Vice Chancellor of Administrative Services reviewed and worked on this Project Assignment Amendment.

**Follow-up/Outcome**
Upon Board approval, a Project Assignment Amendment will be executed with Gilbane Building Company.
SUBJECT: PROJECT ASSIGNMENT AMENDMENT WITH KITCHELL FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE LEARNING RESOURCE CENTER RENOVATION PROJECT AT WEST VALLEY COLLEGE

CHANCELLOR'S RECOMMENDATION:
That the Board of Trustees approve the Project Assignment Amendment with Kitchell for Design and Construction Management Services in the amount of $2,377,725 for the Learning Resource Center (LRC) Renovation project at West Valley College.

Funding Source/Fiscal Impact
This project will be funded by Measure W, item WV-2 of the West Valley College Project Priority List.

Reference(s)
This item is associated with the implementation of the WVC Facilities Master Plan, the WVMCCD 5-Year Construction Plan, Measure C and Measure W Bond programs.

Background/Alternatives
On August 6, 2019, the Board of Trustees approved the Master Agreement with Kitchell for on-going Design Management/Construction Management services. The table below details the Project Assignment Amendment (PAA) Contract price for the Learning Resource Center project at West Valley College. The fee is based on the construction budget and the negotiated fee percentage for Design Management and Construction Management.

<table>
<thead>
<tr>
<th>Project and Fee Description</th>
<th>Construction Budget</th>
<th>Fee %</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>WV LRC Renovation</td>
<td>$31,703,000</td>
<td>7.5%</td>
<td></td>
</tr>
<tr>
<td>Design Management Fee</td>
<td></td>
<td>1.5%</td>
<td>$475,545</td>
</tr>
<tr>
<td>Construction Management Fee</td>
<td></td>
<td>6%</td>
<td>$1,902,180</td>
</tr>
<tr>
<td>Total Contract Price</td>
<td></td>
<td>7.5%</td>
<td>$2,377,725</td>
</tr>
</tbody>
</table>

This project will renovate the Learning Resource Center originally constructed in 1972. The LRC has 59,134 square feet and supports various programs and services including
the Digital Media Center, TV/Recording Studio, Writing Center, Library, Tutorial/Assessment Center and DESP. The renovation project will improve functional adjacencies, promote sharing of resources, and upgrade technology and building systems. The LRC Renovation project has received State funding and authorization to proceed with the preliminary design phase.

The fees for the above project include the following:

Design Phase – All Basic Services set forth in the Agreement, including the following:

General
• Assist District in selection of Architect for Assigned Project
• Assist District in selection of Project Inspector for Assigned Project
• Assist District in selection of firms for Special Tests/Inspections for Assigned Project

Preliminary Plans
• Value Engineering at completion of Preliminary Plans
• Constructability Review at completion of Preliminary Plans
• Review of others’ Construction Cost Estimates of Preliminary Plans
• Construction Management preparation of Construction Cost Estimate of completed Preliminary Plans

Working Drawings
• Value Engineering at completion of Working Drawings
• Constructability Review at completion of Working Drawings
• Review of others’ Construction Cost Estimates of Working Drawings
• Construction Management preparation of Construction Cost Estimate of completed Working Drawings

Bidding – All Basic Services set forth in the Agreement

Construction – All Basic Services set forth in the Agreement

Post-Construction – All Basic Services set forth in the Agreement

Coordination
The Executive Director of Facilities Maintenance, Operations and Construction, and the Vice Chancellor of Administrative Services reviewed and worked on this Project Assignment Amendment.

Follow-up/Outcome
Upon Board approval, a Project Assignment Amendment will be executed with Kitchell.
SUBJECT: FINANCIAL STATEMENTS AND BUDGET ADJUSTMENTS

CHANCELLOR’S RECOMMENDATION:
That the Board of Trustees approve the financial statements and budget adjustments as specified for the period of April 1, 2019 through June 30, 2019 (Fourth Quarter). For the Fourth Quarter only, the summary of significant changes lists the Fourth Quarter’s cumulative budget transactions.

Funding Source/Fiscal Impact
This activity reports the sources and uses of the various funds of the District. All budget transfers reflect either:

(1) Increases/decreases in expenditures that correspond to associated revenue increases/decreases; or
(2) Movement of equal budget amounts from one account to another; or
(3) Increases/decreases in expenditures or revenues that directly impact Fund Balance.

Budget adjustments are recommended to realign the budget with anticipated or actual expenditures or to make adjustments resulting from changes in revenues.

Reference(s)
Education Code Section 84040 provides that the Board of Governors periodically assess the financial condition of West Valley-Mission Community College District. This assessment includes a comparison of budget to actual amounts. Once a budget is adopted, the total designated for each major expenditure classification is the maximum expenditure allowed. Pursuant to California Code of Regulations Section 58307, any budget transfers between major classifications, or from reserves, must be authorized by the Governing Board.
Background/Alternatives
A summary of all funds is presented on the following pages. It should be noted that the Fourth Quarter Working Budget includes current year allocations and the allocations of carryover balances that has been approved by the Board of Trustees on June 11, 2019. Expenditures are actuals through June 30, 2019 and do not include any outstanding encumbrances that have been rolled forward to the new fiscal year.

Coordination
The Executive Director, Fiscal Services will coordinate the changes to the budget with the College Vice Presidents of Administrative Services.

Follow-up/Outcome
No further action is required.
### Fund 110 - Unrestricted General Fund

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E % of Actual</th>
<th>F Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Adopted Budget</td>
<td>3rd Quarter Working Budget</td>
<td>4th Quarter Working Budget</td>
<td>Actual as of 06/30/19</td>
<td>4th Qtr. Working Budget (D/C)</td>
<td>3rd Qtr to 4th Qtr Budget Adjust. (C-B)</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$1,400,000</td>
<td>5,387</td>
<td>$5,387</td>
<td>$11,562</td>
<td>$11,561</td>
<td>100.00%</td>
<td>6,175</td>
</tr>
<tr>
<td>$1,400,000</td>
<td>8,000</td>
<td>9,000</td>
<td>9,000</td>
<td>9,000</td>
<td>100.00%</td>
<td>200,772</td>
</tr>
<tr>
<td>$1,400,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>100.00%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$135,287,206</td>
<td>$136,807,143</td>
<td>$150,564,835</td>
<td>$151,475,020</td>
<td>100.60%</td>
<td>13,757,692</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$1,400,000</td>
<td>51,517,619</td>
<td>$52,070,493</td>
<td>$55,284,233</td>
<td>$55,377,756</td>
<td>100.17%</td>
<td>3,213,740</td>
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<tr>
<td>$1,400,000</td>
<td>24,054,783</td>
<td>24,125,768</td>
<td>24,456,834</td>
<td>24,166,135</td>
<td>98.81%</td>
<td>331,066</td>
</tr>
<tr>
<td>$1,400,000</td>
<td>29,221,412</td>
<td>29,295,576</td>
<td>29,078,681</td>
<td>29,065,926</td>
<td>99.96%</td>
<td>(216,695)</td>
</tr>
<tr>
<td>$1,400,000</td>
<td>939,696</td>
<td>892,685</td>
<td>962,332</td>
<td>724,872</td>
<td>75.32%</td>
<td>69,647</td>
</tr>
<tr>
<td>$1,400,000</td>
<td>10,857,840</td>
<td>13,603,567</td>
<td>14,012,017</td>
<td>12,849,773</td>
<td>91.71%</td>
<td>408,450</td>
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<tr>
<td>$1,400,000</td>
<td>1,784,969</td>
<td>1,501,658</td>
<td>2,167,772</td>
<td>2,091,486</td>
<td>96.48%</td>
<td>666,114</td>
</tr>
<tr>
<td>$1,400,000</td>
<td>1,400,000</td>
<td>1,400,000</td>
<td>1,929,826</td>
<td>1,930,214</td>
<td>100.06%</td>
<td>19,290,426</td>
</tr>
<tr>
<td>$1,400,000</td>
<td>12,898,647</td>
<td>12,945,385</td>
<td>13,366,180</td>
<td>12,686,607</td>
<td>94.92%</td>
<td>420,795</td>
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<tr>
<td>$1,400,000</td>
<td>110,391</td>
<td>175,082</td>
<td>175,082</td>
<td>177,596</td>
<td>101.44%</td>
<td>-</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td>$131,216,757</td>
<td>$134,611,614</td>
<td>$158,794,957</td>
<td>$156,443,365</td>
<td>98.52%</td>
<td>24,183,343</td>
</tr>
<tr>
<td><strong>Net Change to Fund Balance</strong></td>
<td>$4,070,449</td>
<td>$2,185,529</td>
<td>$(8,230,122)</td>
<td>$(4,968,345)</td>
<td>$(10,425,651)</td>
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<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$60,323,790</td>
<td>$60,323,790</td>
<td>$60,323,790</td>
<td>$60,323,790</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Estimated Ending Fund Balance</strong></td>
<td>$64,394,239</td>
<td>$62,519,319</td>
<td>$52,093,668</td>
<td>$55,355,445</td>
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<td></td>
</tr>
</tbody>
</table>

### Fund 12x & 13x - Restricted General Fund (Grants)

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E % of Actual</th>
<th>F Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Adopted Budget</td>
<td>3rd Quarter Working Budget</td>
<td>4th Quarter Working Budget</td>
<td>Actual as of 06/30/19</td>
<td>4th Qtr. Working Budget (D/C)</td>
<td>3rd Qtr to 4th Qtr Budget Adjust. (C-B)</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$2,572,995</td>
<td>7,107,951</td>
<td>$7,212,713</td>
<td>$7,250,629</td>
<td>$4,287,851</td>
<td>59.14%</td>
<td>37,916</td>
</tr>
<tr>
<td>$2,572,995</td>
<td>21,898,070</td>
<td>25,130,426</td>
<td>25,687,429</td>
<td>17,415,059</td>
<td>67.80%</td>
<td>557,003</td>
</tr>
<tr>
<td>$2,572,995</td>
<td>3,551,647</td>
<td>3,551,647</td>
<td>3,550,147</td>
<td>2,104,826</td>
<td>59.29%</td>
<td>(1,500)</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$32,602,086</td>
<td>$35,939,762</td>
<td>$36,533,181</td>
<td>$23,846,447</td>
<td>65.27%</td>
<td>593,419</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$2,572,995</td>
<td>4,655,964</td>
<td>$4,941,865</td>
<td>$5,052,570</td>
<td>$4,226,554</td>
<td>83.65%</td>
<td>110,705</td>
</tr>
<tr>
<td>$2,572,995</td>
<td>7,179,061</td>
<td>7,987,999</td>
<td>7,796,568</td>
<td>6,139,669</td>
<td>78.76%</td>
<td>(191,421)</td>
</tr>
<tr>
<td>$2,572,995</td>
<td>4,141,167</td>
<td>4,188,101</td>
<td>4,174,119</td>
<td>3,653,238</td>
<td>87.52%</td>
<td>(13,982)</td>
</tr>
<tr>
<td>$2,572,995</td>
<td>2,376,249</td>
<td>2,768,118</td>
<td>2,775,664</td>
<td>1,745,125</td>
<td>62.87%</td>
<td>7,546</td>
</tr>
<tr>
<td>$2,572,995</td>
<td>9,629,898</td>
<td>11,115,296</td>
<td>11,479,434</td>
<td>4,400,523</td>
<td>38.33%</td>
<td>364,138</td>
</tr>
<tr>
<td>$2,572,995</td>
<td>2,223,628</td>
<td>2,295,281</td>
<td>2,387,550</td>
<td>938,727</td>
<td>39.32%</td>
<td>92,269</td>
</tr>
<tr>
<td>$2,572,995</td>
<td>62,549</td>
<td>99,870</td>
<td>112,818</td>
<td>77,180</td>
<td>68.41%</td>
<td>15,140</td>
</tr>
<tr>
<td>$2,572,995</td>
<td>2,572,995</td>
<td>2,792,596</td>
<td>3,004,790</td>
<td>2,547,503</td>
<td>84.78%</td>
<td>212,194</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$32,841,511</td>
<td>$36,188,924</td>
<td>$36,783,513</td>
<td>$23,728,519</td>
<td>64.51%</td>
<td>594,589</td>
</tr>
<tr>
<td><strong>Net Change to Fund Balance</strong></td>
<td>$239,425</td>
<td>$(249,162)</td>
<td>$(250,332)</td>
<td>$117,927</td>
<td>$(1,170)</td>
<td></td>
</tr>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$278,557</td>
<td>$278,557</td>
<td></td>
<td>$278,557</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Estimated Ending Fund Balance</strong></td>
<td>$39,132</td>
<td>$(249,162)</td>
<td>$28,225</td>
<td>$396,484</td>
<td></td>
<td></td>
</tr>
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</table>
### Fund 137 - Other Restricted General Fund (Eco Pass)

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Adopted Budget</td>
<td>3rd Quarter Working Budget</td>
<td>4th Quarter Working Budget</td>
<td>Actual as of 06/30/19</td>
<td>% of Actual 4th Qtr. Working Budget (D/C)</td>
<td>Difference 3rd Qtr to 4th Qtr Budget Adjust. (C-B)</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>810 Federal</td>
<td>$163,800</td>
<td>$170,675</td>
<td>$170,675</td>
<td>$169,810</td>
<td>99.49%</td>
<td>$ -</td>
</tr>
<tr>
<td>860 State</td>
<td>$200</td>
<td>$14,298</td>
<td>$19,725</td>
<td>$19,725</td>
<td>100.00%</td>
<td>4,496</td>
</tr>
<tr>
<td>880 Local</td>
<td>$880</td>
<td>$161,800</td>
<td>$168,675</td>
<td>$168,349</td>
<td>99.81%</td>
<td>-</td>
</tr>
<tr>
<td>988 Transfers In</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$1,461</td>
<td>73.05%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$165,800</td>
<td>$170,675</td>
<td>$170,675</td>
<td>$169,810</td>
<td>99.49%</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 Academic Salaries</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>200 Non-Instructional Salaries</td>
<td>$9,000</td>
<td>$14,298</td>
<td>$18,794</td>
<td>$18,794</td>
<td>100.00%</td>
<td>4,496</td>
</tr>
<tr>
<td>300 Employee Benefits</td>
<td>$1,313</td>
<td>$1,313</td>
<td>$1,123</td>
<td>$1,123</td>
<td>99.98%</td>
<td>(190)</td>
</tr>
<tr>
<td>400 Supplies / Materials</td>
<td>$ -</td>
<td>$ -</td>
<td>$1,504</td>
<td>$639</td>
<td>42.49%</td>
<td>1,504</td>
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<tr>
<td>500 Operating Expenses</td>
<td>$142,587</td>
<td>$155,064</td>
<td>$149,254</td>
<td>$149,254</td>
<td>100.00%</td>
<td>(5,810)</td>
</tr>
<tr>
<td>600 Capital Outlay</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$0.00</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>730 Transfers Out</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$0.00</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>760 Other Student Aid</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td>$165,800</td>
<td>$170,675</td>
<td>$170,675</td>
<td>$169,810</td>
<td>99.49%</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Net Change to Fund Balance</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Estimated Ending Fund Balance</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>-</td>
</tr>
</tbody>
</table>

### Fund 138 - Health Services Fund

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Adopted Budget</td>
<td>3rd Quarter Working Budget</td>
<td>4th Quarter Working Budget</td>
<td>Actual as of 06/30/19</td>
<td>% of Actual 4th Qtr. Working Budget (D/C)</td>
<td>Difference 3rd Qtr to 4th Qtr Budget Adjust. (C-B)</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>810 Federal</td>
<td>$91,566</td>
<td>$99,042</td>
<td>$96,887</td>
<td>$ -</td>
<td>0.00%</td>
<td>(2,155)</td>
</tr>
<tr>
<td>860 State</td>
<td>$200</td>
<td>$14,298</td>
<td>$18,794</td>
<td>$18,794</td>
<td>100.00%</td>
<td>4,496</td>
</tr>
<tr>
<td>880 Local</td>
<td>$814,333</td>
<td>$821,645</td>
<td>$821,645</td>
<td>$721,402</td>
<td>87.80%</td>
<td>-</td>
</tr>
<tr>
<td>988 Transfers In</td>
<td>$3,500</td>
<td>$3,500</td>
<td>$141,725</td>
<td>$140,445</td>
<td>99.10%</td>
<td>138,225</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$909,399</td>
<td>$924,187</td>
<td>$1,060,257</td>
<td>$861,847</td>
<td>81.29%</td>
<td>136,070</td>
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<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 Academic Salaries</td>
<td>$288,099</td>
<td>$295,411</td>
<td>$276,927</td>
<td>$215,163</td>
<td>77.70%</td>
<td>(18,484)</td>
</tr>
<tr>
<td>200 Non-Instructional Salaries</td>
<td>$387,773</td>
<td>$387,773</td>
<td>$406,257</td>
<td>$425,886</td>
<td>104.83%</td>
<td>-</td>
</tr>
<tr>
<td>300 Employee Benefits</td>
<td>$227,521</td>
<td>$227,521</td>
<td>$227,521</td>
<td>$215,650</td>
<td>94.78%</td>
<td>-</td>
</tr>
<tr>
<td>400 Supplies / Materials</td>
<td>$27,428</td>
<td>$34,547</td>
<td>$34,547</td>
<td>$12,645</td>
<td>36.60%</td>
<td>-</td>
</tr>
<tr>
<td>500 Operating Expenses</td>
<td>$120,538</td>
<td>$120,738</td>
<td>$118,583</td>
<td>$21,428</td>
<td>18.07%</td>
<td>(2,155)</td>
</tr>
<tr>
<td>600 Capital Outlay</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$0.00</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>730 Transfers Out</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$0.00</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>760 Other Student Aid</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$0.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$1,051,359</td>
<td>$1,066,147</td>
<td>$1,063,992</td>
<td>$890,930</td>
<td>83.73%</td>
<td>(2,155)</td>
</tr>
<tr>
<td><strong>Net Change to Fund Balance</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Estimated Ending Fund Balance</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>-</td>
</tr>
</tbody>
</table>
## Fund 139 - Parking Fund

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Adopted Budget</th>
<th>3rd Quarter Working Budget</th>
<th>4th Quarter Working Budget</th>
<th>Actual as of 06/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>810 Federal</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>860 State</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>880 Local</td>
<td>$ 1,680,000</td>
<td>$ 1,680,000</td>
<td>$ 1,749,825</td>
<td>$ 1,699,599</td>
</tr>
<tr>
<td>898 Transfers In</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$ 1,680,000</td>
<td>$ 1,680,000</td>
<td>$ 1,749,825</td>
<td>$ 1,699,599</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% of Actual 4th Qtr. Working Budget</th>
<th>Difference 3rd Qtr to 4th Qtr Budget Adjust.</th>
</tr>
</thead>
<tbody>
<tr>
<td>97.13%</td>
<td>69,825</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Academic Salaries</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>200 Non-Instructional Salaries</td>
<td>$ 1,038,741</td>
<td>$ 1,035,241</td>
<td>$ 1,049,838</td>
</tr>
<tr>
<td>300 Employee Benefits</td>
<td>$ 451,582</td>
<td>$ 454,082</td>
<td>$ 455,573</td>
</tr>
<tr>
<td>400 Supplies / Materials</td>
<td>$ 29,500</td>
<td>$ 33,700</td>
<td>$ 28,200</td>
</tr>
<tr>
<td>500 Operating Expenses</td>
<td>$ 183,054</td>
<td>$ 181,854</td>
<td>$ 244,091</td>
</tr>
<tr>
<td>600 Capital Outlay</td>
<td>$ 35,350</td>
<td>$ 33,000</td>
<td>$ 30,000</td>
</tr>
<tr>
<td>730 Transfers Out</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>760 Other Student Aid</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$ 1,737,877</td>
<td>$ 1,737,877</td>
<td>$ 1,807,702</td>
</tr>
</tbody>
</table>

| Net Change to Fund Balance | $ (57,877) | $ (57,877) | $ (57,877) | $ 127,456 |

| Beginning Fund Balance | $ 1,005,875 | $ - | $ 1,005,875 | $ 1,005,875 |

| Estimated Ending Fund Balance | $ 947,998 | $ (57,877) | $ 947,998 | $ 1,133,331 |

## Fund 212 - General Obligation Bonds Debt Service Fund

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Adopted Budget</th>
<th>3rd Quarter Working Budget</th>
<th>4th Quarter Working Budget</th>
<th>Actual as of 06/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>810 Federal</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>860 State</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>880 Local</td>
<td>$ 25,149,930</td>
<td>$ 25,149,930</td>
<td>$ 29,195,602</td>
<td>$ 29,368,138</td>
</tr>
<tr>
<td>898 Transfers In</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 13,486,058</td>
<td>$ 13,486,058</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$ 25,149,930</td>
<td>$ 25,194,450</td>
<td>$ 42,770,252</td>
<td>$ 42,942,789</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% of Actual 4th Qtr. Working Budget</th>
<th>Difference 3rd Qtr to 4th Qtr Budget Adjust.</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.40%</td>
<td>17,575,802</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Academic Salaries</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>200 Non-Instructional Salaries</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>300 Employee Benefits</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>400 Supplies / Materials</td>
<td>$ 29,500</td>
<td>$ 33,700</td>
<td>$ 28,200</td>
</tr>
<tr>
<td>500 Operating Expenses</td>
<td>$ 183,054</td>
<td>$ 181,854</td>
<td>$ 244,091</td>
</tr>
<tr>
<td>600 Capital Outlay</td>
<td>$ 35,350</td>
<td>$ 33,000</td>
<td>$ 30,000</td>
</tr>
<tr>
<td>730 Transfers Out</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>760 Other Outgo</td>
<td>$ 30,746,454</td>
<td>$ 30,746,454</td>
<td>$ 30,746,454</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$ 30,746,454</td>
<td>$ 30,746,454</td>
<td>$ 30,746,454</td>
</tr>
</tbody>
</table>

| Net Change to Fund Balance | $ (5,596,524) | $ (5,552,004) | $ 12,023,798 | $ 12,196,335 |

| Beginning Fund Balance | $ 29,452,573 | $ - | $ 29,452,573 | $ 29,452,573 |

| Estimated Ending Fund Balance | $ 23,856,049 | $ (5,552,004) | $ 41,476,371 | $ 41,648,908 |

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## Fund 291 - Retiree Health Benefit Fund

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Adopted Budget</td>
<td>3rd Quarter Working Budget</td>
<td>4th Quarter Working Budget</td>
<td>Actual as of 06/30/19</td>
<td>% of Actual 4th Qtr Working Budget (D/C)</td>
<td>Difference 3rd Qtr to 4th Qtr Budget Adjust. (C-B)</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>810 Federal</td>
<td>$</td>
<td>$ 45,655</td>
<td>$ 45,655</td>
<td>$ 45,654</td>
<td>100.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>860 State</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>880 Local</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>898 Transfers In</td>
<td>5,000,000</td>
<td>5,000,000</td>
<td>4,404,579</td>
<td>4,404,579</td>
<td>100.00%</td>
<td>(595,421)</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$ 5,000,000</td>
<td>$ 5,045,655</td>
<td>$ 4,450,234</td>
<td>$ 4,450,233</td>
<td>100.00%</td>
<td>$ (595,421)</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 Academic Salaries</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>200 Non-Instructional Salaries</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>300 Employee Benefits</td>
<td>5,000,000</td>
<td>5,000,000</td>
<td>4,384,523</td>
<td>4,384,523</td>
<td>100.00%</td>
<td>(615,477)</td>
</tr>
<tr>
<td>400 Supplies / Materials</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>500 Operating Expenses</td>
<td>63,403</td>
<td>63,403</td>
<td>63,403</td>
<td>65,710</td>
<td>103.64%</td>
<td>-</td>
</tr>
<tr>
<td>600 Capital Outlay</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>710 Debt Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>730 Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$ 5,063,403</td>
<td>$ 5,063,403</td>
<td>$ 4,447,926</td>
<td>$ 4,450,233</td>
<td>100.05%</td>
<td>$ (615,477)</td>
</tr>
<tr>
<td><strong>Net Change to Fund Balance</strong></td>
<td>$(63,403)</td>
<td>$(17,748)</td>
<td>$ 2,308</td>
<td>-</td>
<td>-</td>
<td>$ 20,056</td>
</tr>
<tr>
<td><strong>Estimated Ending Fund Balance</strong></td>
<td>$ 11,064,085</td>
<td>$(17,748)</td>
<td>$ 11,129,796</td>
<td>$ 11,127,488</td>
<td>$ 11,127,488</td>
<td>$ 11,127,488</td>
</tr>
</tbody>
</table>

## Fund 292 - Lease Revenue Bonds Debt Service Fund

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budget</th>
<th>3rd Quarter Working Budget</th>
<th>4th Quarter Working Budget</th>
<th>Actual as of 06/30/19</th>
<th>% of Actual 4th Qtr Working Budget (D/C)</th>
<th>Difference 3rd Qtr to 4th Qtr Budget Adjust. (C-B)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>810 Federal</td>
<td>$ 1,530,864</td>
<td>$ 1,538,251</td>
<td>$ 1,539,917</td>
<td>$ 1,539,917</td>
<td>100.00%</td>
<td>$ 1,666</td>
</tr>
<tr>
<td>860 State</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>880 Local</td>
<td>24,100</td>
<td>115,038</td>
<td>160,972</td>
<td>160,975</td>
<td>100.00%</td>
<td>45,934</td>
</tr>
<tr>
<td>898 Transfers In</td>
<td>4,718,252</td>
<td>4,718,252</td>
<td>4,718,252</td>
<td>4,620,670</td>
<td>97.93%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$ 6,273,216</td>
<td>$ 6,371,541</td>
<td>$ 6,419,141</td>
<td>$ 6,321,562</td>
<td>98.48%</td>
<td>$ 47,600</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 Academic Salaries</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>200 Non-Instructional Salaries</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>300 Employee Benefits</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>400 Supplies / Materials</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>500 Operating Expenses</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>600 Capital Outlay</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>710 Debt Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>730 Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$ 5,860,880</td>
<td>$ 5,660,880</td>
<td>$ 6,154,882</td>
<td>$ 6,154,881</td>
<td>100.00%</td>
<td>$ 494,002</td>
</tr>
<tr>
<td><strong>Net Change to Fund Balance</strong></td>
<td>$ 612,336</td>
<td>$ 710,661</td>
<td>$ 264,259</td>
<td>$ 166,681</td>
<td>$ 446,402</td>
<td></td>
</tr>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$ 8,698,392</td>
<td>-</td>
<td>$ 8,698,392</td>
<td>$ 8,698,392</td>
<td>$ 8,698,392</td>
<td></td>
</tr>
<tr>
<td><strong>Estimated Ending Fund Balance</strong></td>
<td>$ 9,310,728</td>
<td>$ 710,661</td>
<td>$ 8,962,651</td>
<td>$ 8,865,073</td>
<td>$ 8,865,073</td>
<td></td>
</tr>
</tbody>
</table>
### Fund 330 - Child Development Fund

<table>
<thead>
<tr>
<th></th>
<th>A: Adopted Budget</th>
<th>B: 3rd Quarter Working Budget</th>
<th>C: 4th Quarter Working Budget</th>
<th>D: Actual as of 06/30/19</th>
<th>E: % of Actual 4th Qtr Working Budget (D/C)</th>
<th>F: Difference 3rd Qtr to 4th Qtr Budget Adjust. (C-B)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>810 Federal</td>
<td>$ 40,000</td>
<td>$ 40,000</td>
<td>$ 40,000</td>
<td>$ 39,276</td>
<td>98.19%</td>
<td>-</td>
</tr>
<tr>
<td>860 State</td>
<td>493,812</td>
<td>505,037</td>
<td>505,037</td>
<td>424,394</td>
<td>84.03%</td>
<td>-</td>
</tr>
<tr>
<td>880 Local</td>
<td>1,469,505</td>
<td>1,458,280</td>
<td>1,838,173</td>
<td>1,852,796</td>
<td>100.80%</td>
<td>379,893</td>
</tr>
<tr>
<td>898 Transfers In</td>
<td>33,481</td>
<td>33,481</td>
<td>33,481</td>
<td>18,943</td>
<td>56.58%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>$ 2,036,798</strong></td>
<td><strong>$ 2,036,798</strong></td>
<td><strong>$ 2,416,691</strong></td>
<td><strong>$ 2,335,410</strong></td>
<td><strong>96.64%</strong></td>
<td><strong>$ 379,893</strong></td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 Academic Salaries</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>200 Non-Instructional Salaries</td>
<td>1,207,416</td>
<td>1,212,877</td>
<td>1,553,103</td>
<td>1,478,492</td>
<td>95.20%</td>
<td>340,226</td>
</tr>
<tr>
<td>300 Employee Benefits</td>
<td>661,852</td>
<td>671,244</td>
<td>674,496</td>
<td>589,967</td>
<td>87.47%</td>
<td>3,252</td>
</tr>
<tr>
<td>400 Supplies / Materials</td>
<td>83,332</td>
<td>80,168</td>
<td>96,057</td>
<td>73,783</td>
<td>76.81%</td>
<td>18,086</td>
</tr>
<tr>
<td>500 Operating Expenses</td>
<td>5,755</td>
<td>42,699</td>
<td>58,785</td>
<td>42,086</td>
<td>71.59%</td>
<td>16,086</td>
</tr>
<tr>
<td>600 Capital Outlay</td>
<td>1,020</td>
<td>1,020</td>
<td>1,020</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>730 Transfers Out</td>
<td>-</td>
<td>3,164</td>
<td>7,604</td>
<td>7,607</td>
<td>100.04%</td>
<td>-</td>
</tr>
<tr>
<td>760 Other Student Aid</td>
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<td><strong>Total Expenditures</strong></td>
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<td>$ 690,324</td>
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### Fund 410 - Capital Projects Fund

<table>
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<tr>
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<th>A: Adopted Budget</th>
<th>B: 3rd Quarter Working Budget</th>
<th>C: 4th Quarter Working Budget</th>
<th>D: Actual as of 06/30/19</th>
<th>E: % of Actual 4th Qtr Working Budget (D/C)</th>
<th>F: Difference 3rd Qtr to 4th Qtr Budget Adjust. (C-B)</th>
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<tr>
<td><strong>Revenues</strong></td>
<td></td>
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<td>$ 2,557,972</td>
<td>$ 2,557,972</td>
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<td><strong>Total Revenues</strong></td>
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<td>100 Academic Salaries</td>
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<td>707</td>
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<td>44.86%</td>
<td>604,328</td>
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<tr>
<td>710 Other Outgo</td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>730 Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
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<td><strong>Total Expenditures</strong></td>
<td><strong>$ 5,584,829</strong></td>
<td><strong>$ 7,692,999</strong></td>
<td><strong>$ 8,886,314</strong></td>
<td><strong>$ 4,600,330</strong></td>
<td><strong>51.77%</strong></td>
<td><strong>$ 1,193,315</strong></td>
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<td>(933,128)</td>
<td>(1,187,126)</td>
<td>(65,969)</td>
<td>(253,998)</td>
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### Fund 430 - General Obligation Bonds Construction Fund

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<th>D</th>
<th>E</th>
<th>F</th>
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<td>810 Federal</td>
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<td>$</td>
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<td>$</td>
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<td>860 Interest</td>
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<td>1,336,093</td>
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<td>3,400,714</td>
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<td>2,064,621</td>
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<td>-</td>
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<td>1,336,093</td>
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<tr>
<td><strong>Expenditures</strong></td>
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</tr>
<tr>
<td>100 Academic Salaries</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>0.00%</td>
<td>$</td>
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<tr>
<td>200 Non-Instructional Salaries</td>
<td>1,032,883</td>
<td>1,032,883</td>
<td>1,032,859</td>
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<td>76.31%</td>
<td>(24)</td>
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<tr>
<td>400 Supplies / Materials</td>
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<td>-</td>
<td>368,695</td>
<td>292,507</td>
<td>79.34%</td>
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<td>4,077,638</td>
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<td>710 Capital Outlay</td>
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<td>79.34%</td>
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<td>(144,590,154)</td>
<td>(144,590,154)</td>
<td>(144,590,154)</td>
<td>10.39%</td>
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### Fund 591 - Community Ed Workforce and Economic Development Fund

<table>
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<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>810 Federal</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>100.00%</td>
<td>$</td>
</tr>
<tr>
<td>860 State</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>880 Local</td>
<td>3,356,702</td>
<td>3,372,509</td>
<td>3,400,994</td>
<td>2,929,251</td>
<td>86.13%</td>
<td>28,485</td>
</tr>
<tr>
<td>894 Transfers In</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>3,356,702</td>
<td>3,372,509</td>
<td>3,401,794</td>
<td>2,930,051</td>
<td>86.13%</td>
<td>28,485</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>100 Academic Salaries</td>
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<td>32,414</td>
<td>22.30%</td>
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<td>1,962,890</td>
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<td>504,909</td>
<td>501,909</td>
<td>396,314</td>
<td>78.96%</td>
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<td>147,248</td>
<td>66,462</td>
<td>45.14%</td>
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<td>1,304,132</td>
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<td>1,304,132</td>
<td>666,369</td>
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<tr>
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<td>12,344</td>
<td>16,360</td>
<td>18,994</td>
<td>12,150</td>
<td>63.97%</td>
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<tr>
<td>760 Other Student Aid</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td>5,295</td>
<td>51.41%</td>
<td>300</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td>4,669,670</td>
<td>4,686,277</td>
<td>4,714,762</td>
<td>3,091,919</td>
<td>65.56%</td>
<td>28,485</td>
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<tr>
<td><strong>Net Change to Fund Balance</strong></td>
<td>(1,312,968)</td>
<td>(1,312,968)</td>
<td>(1,312,968)</td>
<td>(161,868)</td>
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<td>$</td>
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<tr>
<td><strong>Beginning Fund Balance</strong></td>
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<td>$2,405,581</td>
<td>$2,405,581</td>
<td>$2,405,581</td>
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<td>(1,312,968)</td>
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## West Valley-Mission Community College
### Fourth Quarter Financial Statements
#### FY 2018-2019

**Fund 597 - Entrepreneurial Fund**

<table>
<thead>
<tr>
<th></th>
<th>A Adopted Budget</th>
<th>B 3rd Quarter Working Budget</th>
<th>C 4th Quarter Working Budget</th>
<th>D Actual as of 06/30/19</th>
<th>E % of Actual 4th Qtr. Working Budget (D/C)</th>
<th>F Difference 3rd Qtr to 4th Qtr Budget Adjust. (C-B)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>810 Federal</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>860 State</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td>880 Local</td>
<td>1,463,847</td>
<td>1,433,088</td>
<td>1,765,718</td>
<td>1,740,874</td>
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<td>115,662</td>
<td>194,411</td>
<td>198,017</td>
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<td>$ 411,379</td>
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<tr>
<td>100 Academic Salaries</td>
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<td>$ 129,981</td>
<td>$ 129,981</td>
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<td>113,119</td>
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**Fund 711 - Associated Students Trust Fund**

<table>
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<th>A Adopted Budget</th>
<th>B 3rd Quarter Working Budget</th>
<th>C 4th Quarter Working Budget</th>
<th>D Actual as of 06/30/19</th>
<th>E % of Actual 4th Qtr. Working Budget (D/C)</th>
<th>F Difference 3rd Qtr to 4th Qtr Budget Adjust. (C-B)</th>
</tr>
</thead>
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<tr>
<td><strong>Revenues</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>810 Federal</td>
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<td>$ -</td>
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<td>-</td>
<td>0.00%</td>
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<tr>
<td>880 Local</td>
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<td>148,000</td>
<td>182,318</td>
<td>182,393</td>
<td>100.04%</td>
<td>34,318</td>
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<tr>
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<td>-</td>
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<td>31,000</td>
<td>100.00%</td>
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<td>-</td>
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<td>-</td>
<td>0.00%</td>
<td>-</td>
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<td>30,918</td>
<td>31,019</td>
<td>31,019</td>
<td>100.00%</td>
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</tr>
<tr>
<td>500 Operating Expenses</td>
<td>125,200</td>
<td>134,420</td>
<td>188,520</td>
<td>188,520</td>
<td>100.00%</td>
<td>54,100</td>
</tr>
<tr>
<td>600 Capital Outlay</td>
<td>2,000</td>
<td>2,000</td>
<td>31,000</td>
<td>31,000</td>
<td>100.00%</td>
<td>31,000</td>
</tr>
<tr>
<td>760 Other Student Aid</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$ 148,000</td>
<td>$ 169,338</td>
<td>$ 250,539</td>
<td>$ 250,539</td>
<td>100.00%</td>
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</tr>
<tr>
<td><strong>Net Change to Fund Balance</strong></td>
<td>$ -</td>
<td>$ (21,338)</td>
<td>$ (37,221)</td>
<td>$ (37,146)</td>
<td></td>
<td>(15,883)</td>
</tr>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>$ 480,669</td>
<td>$ -</td>
<td>$ 480,669</td>
<td>$ 480,669</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Estimated Ending Fund Balance</strong></td>
<td>$ 480,669</td>
<td>$ (21,338)</td>
<td>$ 443,448</td>
<td>$ 443,523</td>
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</table>
### Fund 722 - Student Representative Fee Trust Fund

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
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</thead>
<tbody>
<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>810 Federal</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>860 State</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>880 Local</td>
<td>15,000</td>
<td>15,000</td>
<td>15,000</td>
<td>13,568</td>
<td>90.45%</td>
<td>-</td>
</tr>
<tr>
<td>898 Transfers In</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$ 15,000</td>
<td>$ 15,000</td>
<td>$ 15,000</td>
<td>$ 13,568</td>
<td>90.45%</td>
<td>$ -</td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 Academic Salaries</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>200 Non-Instructional Salaries</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>300 Employee Benefits</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>400 Supplies / Materials</td>
<td>15,566</td>
<td>15,566</td>
<td>15,566</td>
<td>8,412</td>
<td>54.04%</td>
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</tr>
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<td>500 Operating Expenses</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>14,718</td>
<td>58.87%</td>
<td>-</td>
</tr>
<tr>
<td>600 Capital Outlay</td>
<td>20,000</td>
<td>20,000</td>
<td>20,000</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>730 Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>760 Other Student Aid</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
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<tr>
<td>Total Expenditures</td>
<td>$ 60,566</td>
<td>$ 60,566</td>
<td>$ 60,566</td>
<td>$ 23,130</td>
<td>38.19%</td>
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<td>$ (45,566)</td>
<td>$ (45,566)</td>
<td>$ (45,566)</td>
<td>$ (9,562)</td>
<td>$ -</td>
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<td>Beginning Fund Balance</td>
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<td>$ -</td>
<td>$ 45,566</td>
<td>$ 45,566</td>
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<td>-</td>
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<tr>
<td>Estimated Ending Fund Balance</td>
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<td>$ (45,566)</td>
<td>$ -</td>
<td>$ 38,004</td>
<td>$ -</td>
<td>-</td>
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</table>

### Fund 731 - Student Body Center Fee Fund

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>810 Federal</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>860 State</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>880 Local</td>
<td>720,000</td>
<td>720,000</td>
<td>720,000</td>
<td>550,546</td>
<td>76.46%</td>
</tr>
<tr>
<td>898 Transfers In</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$ 720,000</td>
<td>$ 720,000</td>
<td>$ 957,390</td>
<td>$ 787,937</td>
<td>82.30%</td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 Academic Salaries</td>
<td>$ 286,978</td>
<td>$ 273,281</td>
<td>$ 273,281</td>
<td>$ 40,262</td>
<td>14.73%</td>
</tr>
<tr>
<td>200 Non-Instructional Salaries</td>
<td>191,707</td>
<td>201,804</td>
<td>201,804</td>
<td>397,669</td>
<td>197.06%</td>
</tr>
<tr>
<td>300 Employee Benefits</td>
<td>374,556</td>
<td>374,556</td>
<td>374,556</td>
<td>195,644</td>
<td>52.23%</td>
</tr>
<tr>
<td>400 Supplies / Materials</td>
<td>8,428</td>
<td>8,428</td>
<td>8,428</td>
<td>5,641</td>
<td>66.93%</td>
</tr>
<tr>
<td>500 Operating Expenses</td>
<td>32,500</td>
<td>32,500</td>
<td>32,500</td>
<td>22,503</td>
<td>69.24%</td>
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<td>600 Capital Outlay</td>
<td>3,000</td>
<td>6,600</td>
<td>6,600</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>730 Transfers Out</td>
<td>112,605</td>
<td>112,605</td>
<td>112,605</td>
<td>111,355</td>
<td>98.89%</td>
</tr>
<tr>
<td>760 Other Student Aid</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$ 1,009,774</td>
<td>$ 1,009,774</td>
<td>$ 1,009,774</td>
<td>$ 773,073</td>
<td>76.56%</td>
</tr>
<tr>
<td>Net Change to Fund Balance</td>
<td>$ (289,774)</td>
<td>$ (289,774)</td>
<td>$ (52,384)</td>
<td>$ 14,864</td>
<td>$ 237,390</td>
</tr>
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<td>Beginning Fund Balance</td>
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<td>$ -</td>
<td>$ 291,909</td>
<td>$ 291,909</td>
<td>$ -</td>
</tr>
<tr>
<td>Estimated Ending Fund Balance</td>
<td>$ 2,135</td>
<td>$ (289,774)</td>
<td>$ 239,525</td>
<td>$ 306,773</td>
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</tr>
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</table>
## Fund 741 - Student Financial Aid Trust Fund

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Adopted Budget</th>
<th>3rd Quarter Working Budget</th>
<th>4th Quarter Working Budget</th>
<th>Actual as of 06/30/19</th>
<th>% of Actual 4th Qtr. Working Budget (D/C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>810 Federal</td>
<td>$13,293,460</td>
<td>$13,293,460</td>
<td>$10,266,318</td>
<td>$10,266,317</td>
<td>100.00%</td>
</tr>
<tr>
<td>860 State</td>
<td>590,000</td>
<td>731,235</td>
<td>827,744</td>
<td>827,744</td>
<td>100.00%</td>
</tr>
<tr>
<td>880 Local</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>889 Transfers In</td>
<td>-</td>
<td>-</td>
<td>12,710</td>
<td>12,710</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>$13,883,460</strong></td>
<td><strong>$14,024,695</strong></td>
<td><strong>$11,106,772</strong></td>
<td><strong>$11,106,771</strong></td>
<td><strong>$100.00%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Adopted Budget</th>
<th>3rd Quarter Working Budget</th>
<th>4th Quarter Working Budget</th>
<th>Actual as of 06/30/19</th>
<th>% of Actual 4th Qtr. Working Budget (D/C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Academic Salaries</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>200 Non-Instructional Salaries</td>
<td>150,124</td>
<td>177,081</td>
<td>294,354</td>
<td>292,693</td>
<td>99.44%</td>
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<tr>
<td>300 Employee Benefits</td>
<td>-</td>
<td>2,043</td>
<td>1,797</td>
<td>1,239</td>
<td>68.94%</td>
</tr>
<tr>
<td>400 Supplies / Materials</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>500 Operating Expenses</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>600 Capital Outlay</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>730 Transfers Out</td>
<td>37,574</td>
<td>38,132</td>
<td>38,132</td>
<td>38,711</td>
<td>101.52%</td>
</tr>
<tr>
<td>760 Other Student Aid</td>
<td>13,695,762</td>
<td>13,836,439</td>
<td>10,795,784</td>
<td>10,796,550</td>
<td>100.01%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$13,883,460</strong></td>
<td><strong>$14,053,695</strong></td>
<td><strong>$11,130,067</strong></td>
<td><strong>$11,129,193</strong></td>
<td><strong>$99.99%</strong></td>
</tr>
</tbody>
</table>

| Net Change to Fund Balance | $- | $(29,000) | $(23,295) | $(22,422) | $5,705 |
| Beginning Fund Balance | $44,351 | - | $44,351 | $44,351 |
| Estimated Ending Fund Balance | $44,351 | $(29,000) | $21,056 | $21,929 |

## Fund 751/752 - Scholarship Fund

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Adopted Budget</th>
<th>3rd Quarter Working Budget</th>
<th>4th Quarter Working Budget</th>
<th>Actual as of 06/30/19</th>
<th>% of Actual 4th Qtr. Working Budget (D/C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>810 Federal</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>860 State</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>880 Local</td>
<td>387,285</td>
<td>541,565</td>
<td>581,152</td>
<td>517,389</td>
<td>89.03%</td>
</tr>
<tr>
<td>889 Transfers In</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>$387,285</strong></td>
<td><strong>$541,565</strong></td>
<td><strong>$581,152</strong></td>
<td><strong>$517,389</strong></td>
<td><strong>$89.03%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Adopted Budget</th>
<th>3rd Quarter Working Budget</th>
<th>4th Quarter Working Budget</th>
<th>Actual as of 06/30/19</th>
<th>% of Actual 4th Qtr. Working Budget (D/C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Academic Salaries</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>200 Non-Instructional Salaries</td>
<td>9,358</td>
<td>9,358</td>
<td>9,361</td>
<td>9,361</td>
<td>100.00%</td>
</tr>
<tr>
<td>300 Employee Benefits</td>
<td>642</td>
<td>642</td>
<td>639</td>
<td>639</td>
<td>100.00%</td>
</tr>
<tr>
<td>400 Supplies / Materials</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>500 Operating Expenses</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>600 Capital Outlay</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>730 Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>760 Other Student Aid</td>
<td>377,285</td>
<td>537,239</td>
<td>576,826</td>
<td>576,227</td>
<td>99.90%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$387,285</strong></td>
<td><strong>$541,565</strong></td>
<td><strong>$581,152</strong></td>
<td><strong>$517,389</strong></td>
<td><strong>$89.03%</strong></td>
</tr>
</tbody>
</table>

| Net Change to Fund Balance | $- | $(5,674) | $(5,674) | $(68,838) | $- |
| Beginning Fund Balance | $247,409 | - | $247,409 | $247,409 |
| Estimated Ending Fund Balance | $247,409 | $(5,674) | $214,735 | $178,571 |
## West Valley-Mission Community College
### Fourth Quarter Financial Statements
#### FY 2018-2019

### Fund 791 - OPEB Trust Fund

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Adopted Budget</th>
<th>3rd Quarter Working Budget</th>
<th>4th Quarter Working Budget</th>
<th>Actual as of 06/30/19</th>
<th>% of Actual 4th Qtr Working Budget (D/C)</th>
<th>Difference 3rd Qtr to 4th Qtr Budget Adjust. (C-B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>810 Federal</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>860 State</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>880 Local</td>
<td>1,000,000</td>
<td>2,587,931</td>
<td>4,933,208</td>
<td>4,933,208</td>
<td>100.00%</td>
<td>2,345,277</td>
</tr>
<tr>
<td>898 Transfers In</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$ 1,000,000</td>
<td>$ 2,587,931</td>
<td>$ 4,933,208</td>
<td>$ 4,933,208</td>
<td>100.00%</td>
<td>$ 2,345,277</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Academic Salaries</td>
<td>-</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>200 Non-Instructional Salaries</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>300 Employee Benefits</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>400 Supplies / Materials</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>500 Operating Expenses</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>600 Capital Outlay</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>710 Other Outgo</td>
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<td>45,000</td>
<td>58,371</td>
<td>58,371</td>
<td>100.00%</td>
<td>13,371</td>
</tr>
<tr>
<td>730 Transfer Out</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
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<td>$ 45,000</td>
<td>$ 58,371</td>
<td>$ 58,371</td>
<td>100.00%</td>
<td>$ 13,371</td>
</tr>
</tbody>
</table>

| **Net Change to Fund Balance** | $ 955,000 | $ 2,542,931 | $ 4,874,837 | $ 4,874,837 | $ 2,331,906 |

| Beginning Fund Balance | $ 68,158,673 | $ - | $ 68,158,673 | $ 68,158,673 |

| Estimated Ending Fund Balance | $ 69,113,673 | $ 2,542,931 | $ 73,033,510 | $ 73,033,510 |

### Fund 792 - Pension Stabilization Fund

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Adopted Budget</th>
<th>3rd Quarter Working Budget</th>
<th>4th Quarter Working Budget</th>
<th>Actual as of 06/30/19</th>
<th>% of Actual 4th Qtr Working Budget (D/C)</th>
<th>Difference 3rd Qtr to 4th Qtr Budget Adjust. (C-B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>810 Federal</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>$ -</td>
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<tr>
<td>860 State</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
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<tr>
<td>880 Local</td>
<td>525,000</td>
<td>556,294</td>
<td>984,440</td>
<td>984,440</td>
<td>100.00%</td>
<td>428,146</td>
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<tr>
<td>898 Transfers In</td>
<td>3,293,000</td>
<td>3,293,000</td>
<td>3,293,000</td>
<td>3,293,000</td>
<td>100.00%</td>
<td>-</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>$ 3,818,000</td>
<td>$ 3,849,294</td>
<td>$ 4,277,440</td>
<td>$ 4,277,440</td>
<td>100.00%</td>
<td>$ 428,146</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Academic Salaries</td>
<td>-</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>200 Non-Instructional Salaries</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td>300 Employee Benefits</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>400 Supplies / Materials</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>500 Operating Expenses</td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>0.00%</td>
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<tr>
<td>600 Capital Outlay</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>710 Other Outgo</td>
<td>15,000</td>
<td>19,874</td>
<td>28,325</td>
<td>28,325</td>
<td>100.00%</td>
<td>8,451</td>
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<tr>
<td>730 Transfer Out</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$ 15,000</td>
<td>$ 19,874</td>
<td>$ 28,325</td>
<td>$ 28,325</td>
<td>100.00%</td>
<td>$ 8,451</td>
</tr>
</tbody>
</table>

| **Net Change to Fund Balance** | $ 3,803,000 | $ 3,829,420 | $ 4,249,115 | $ 4,249,115 | $ 419,695 |

| Beginning Fund Balance | $ 10,504,821 | $ - | $ 10,504,821 | $ 10,504,821 |

| Estimated Ending Fund Balance | $ 14,307,821 | $ 3,829,420 | $ 14,753,936 | $ 14,753,936 |
SUBJECT: PRESENTATION OF THE NEW MISSION STATEMENT FOR MISSION COLLEGE

CHANCELLOR’S RECOMMENDATION:  
That the Board of Trustees approve the updated mission statement for Mission College.

Funding Source/Fiscal Impact  
None

Reference(s)  
Periodically, Mission College evaluates its mission statement to ensure that it reflects the students served, the programs offered, and the ways the community is strengthened by its presence. If the mission statement is found in need of revision, a cooperative process of development and review is begun.

The process of regular review of the mission statement is also required by the Accrediting Commission for Community and Junior Colleges (ACCJC) as found in Standard I.A.4: “The mission statement is periodically reviewed and new as necessary.” The same standard also states: “The institution articulates its mission in a widely published statement approved by the governing board.”

Background/Alternatives  
A collaborative process open to all college constituents was facilitated in the 2018-2019 Academic Year by the Dean of Humanities, Social Sciences, and Fine Arts, Brian Miller. Following a series of open sessions, the draft Mission Statement was shared with
governance groups and ultimately ratified on May 15, 2019, by the Governance and Planning Council (GAP) at Mission College for recommendation to the Board of Trustees.

The new mission statement follows:

Mission College serves the diverse educational needs of our student population by providing equitable access and support towards completing associate degrees and certificates aligned with transfer and career pathways to meet educational and personal goals as well as the workforce demands of the City of Santa Clara and Silicon Valley.

As a part of this same process, GAP also ratified new Vision and Values statements. The updated statements follow:

Vision: Empowering every student to find their mission.

Values: At Mission, students are the highest priority. We value:
Community, Continuous Learning, Curiosity, Equity, Excellence, Inclusivity, Innovation, Integrity, Social Justice, and Sustainability

Coordination
In Spring 2020, Mission College’s Institutional Self-Evaluation Report will be reviewed and validated by a team of peers formed by the ACCJC. The Board of Trustees’ review and approval of the new mission statement will be evidence that Mission College has fulfilled the requirements of Standard I.A.4.

Follow-up/Outcome
Following adoption by the Board of Trustees, staff in respective areas will publish the new Mission Statement in all required locations, including the college catalog and online. Additionally, the updated Mission Statement, Vision, and Values will be widely shared and posted in prominent locations.
SUBJECT: COLLEGE AND CAREER ACCESS PATHWAYS (AB288) DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN MISSION COLLEGE AND SANTA CLARA UNIFIED SCHOOL DISTRICT

CHANCELLOR’S RECOMMENDATION:
It is recommended that the Board of Trustees receive, review and present the College and Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement with Santa Clara Unified School District (SCUSD) as required by Ed Code (EC § 76004(b)) before approving it at a subsequent Board meeting.

Funding Source/Fiscal Impact
If approved, Mission College will offer community college pathway courses exclusively to SCUSD students at Mission College or the Santa Clara Unified School District campuses. West Valley Mission Community College District (WVMCCD) will claim apportionment for enrolled students under this CCAP Agreement. These classes will be in addition to course sections offered on the Mission campus and will generate full-time equivalent students (FTES).

Reference(s)
Education Code 76004 (Assembly Bill 288) establishes the College and Career Access Pathways Act to authorize California Community College districts to enter into formal partnership agreements with local school districts. The goal is to create easier pathways from high school to community college and to offer or expand dual enrollment opportunities for under-represented higher education students or for students who may not be college bound. This partnership aligns with the goals of Mission College’s Educational and Facilities Master Plan and its Student Equity Plan related to improving the student pathways to degrees and transfer, strengthening collaborative partnerships with K-12 institutions, and increasing access and success for underrepresented groups.
Background/Alternatives
Students who complete college credit while enrolled in high school, are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions, than students without these experiences. SCUSD is a public school district serving grades 9-12 with students whose residences are located within the regional service area of WVMCCD and these students deserve an opportunity to participate in an accelerated process that can further ensure academic success. This CCAP Agreement allows students to pursue this dual enrollment opportunity.

Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness.

References
This agreement has been reviewed by the Mission College President, Mission College Vice President of Instruction, Mission College Vice President of Student Services and the Superintendent of the Santa Clara Unified School District. This CCAP template has been reviewed by the District Attorney, Liebert Cassidy Whitmore. This agreement is also being presented to the SCUSD Board and may undergo changes before it is returned.

Coordination
The operational and instructional aspects of this agreement will be administered and monitored by the Vice President of Student Services and Vice President of Instruction. An Educational Administrator to be specified in the Appendix to the CCAP Agreement will serve as point of contact to facilitate coordination and cooperation between the college and SCUSD, in conformity with WVMCCD policies and standards.

Follow-up/Outcome
After the proposed Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement is presented as an information item to the WVMCCD Board of Trustees, it will be brought back at a subsequent meeting for public comment and as an action item. The same steps are being coordinated with the SCUSD Board. Upon approval by both governing boards, Mission College will submit the agreement to the CCC Chancellor’s Office for review and coordinate with SCUSD staff to implement the pathway in preparation for the first cohort in the Winter/Spring 2020 terms.
COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP (CCAP) AGREEMENT: A DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN THE WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT (WVMCCD) AND THE SANTA CLARA UNIFIED SCHOOL DISTRICT (SCUSD) 2019-2020

I. RECITALS

This College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between the West Valley-Mission Community College District (“WVMCCD”), 14000 Fruitvale Ave., Saratoga, CA 95070, and Santa Clara Unified School District (“SCUSD”), 1889 Lawrence Road, Santa Clara, CA 95051 for the purpose of implementing the CCAP program described in this Agreement at Mission College (“COLLEGE”).

WHEREAS, COLLEGE is a community college within the WVMCCD with a mission which includes providing educational programs and services that are responsive to the needs of the students and communities adjacent to the WVMCCD; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCUSD is a public school district serving grades 9-12 with students whose residences are located within or adjacent to the regional service area of WVMCCD; and

WHEREAS WVMCCD and SCUSD desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Ed. Code § 76004(a); Assem. Bill No. 288 (2015-2016 Reg. Sess.) §1(d).)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, SCUSD and WVMCCD;

NOW THEREFORE, WVMCCD and SCUSD agree as follows:
1. TERMS OF AGREEMENT

1.1 The CCAP Agreement shall be effective from the date of its approval by the governing Boards of WVMCCD and SCUSD (“Effective Date”). The process for adoption and approval of this CCAP Agreement is provided in Appendix A. The term (“Term”) of this Agreement shall be for a period of three (3) years, commencing on the Effective Date and ending on a date that is one (1) year thereafter unless otherwise terminated in accordance with Section 19 of this CCAP Agreement. By approval of the governing Boards of WVMCCD and SCUSD, this Agreement may be renewed for additional years.

1.2 It is understood that in entering into this CCAP Agreement, the WVMCCD AND SCUSD are agreeing to a program that shall be administered at and through COLLEGE. As such, in carrying out its rights and duties under this Agreement, WVMCCD shall apply COLLEGE standards and procedures, where applicable.

1.3 This CCAP Agreement outlines the terms of the Parties’ agreement. The CCAP Agreement Appendices shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix A shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. (Ed. Code § 76004 (c)(1).)

1.4 The CCAP Agreement Appendix A shall identify points of contact for the WVMCCD and SCUSD. (Ed. Code § 76004 (c)(2).)

1.5 WVMCCD shall file a copy of this CCAP Agreement with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. (Ed. Code § 76004 (c)(3).)

2. CCAP AGREEMENT COURSES

2.1 Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCUSD have been approved in accordance with the policies and guidelines of WVMCCD and applicable law. (Ed. Code § 76004(a).)

2.2 Students participating in dual enrollment courses under this Agreement (high school students enrolled in college classes) who are not residents of California and are classified as special part-time students under Education Code section 76004(p), shall be exempt from nonresident tuition fees while still in high school in California. (Education Code section 76004(q).)

2.3 WVMCCD cannot claim apportionment for nonresident special part-time students. (Ed. Code § 76140(c).)
3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Student Eligibility - WVMCCD and SCUSD are entering into this dual enrollment partnership with the purpose of offering dual enrollment opportunities to students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils to achieve college and career readiness” (Ed. Code § 76004(a)). The dual enrollment partnership will support “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Assem. Bill No. 288 (2015-2016 Reg. Sess.) § 1(d).)

3.2 Student Selection and Enrollment - Enrollment in courses offered under this Agreement, shall be open to all eligible students who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix A. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by WVMCCD and shall be in compliance with applicable law and SCUSD standards and policies. In the event of a disagreement between WVMCCD and SCUSD regarding appropriate prerequisites, the parties agree to meet and confer in good faith. If the parties are not able to agree, WVMCCD shall make the final decision.

3.3 Student Records – Students will be required to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to SCUSD unless otherwise specified in Appendix A.

3.4 Priority Enrollment - WVMCCD may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001 (Ed. Code § 76004(g).)

3.5 As part of this CCAP Agreement, WVMCCD shall not provide physical education course opportunities to high school students or any other course opportunities that do not expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education by assisting in their attainment of at least one of the goals of this Agreement, which are: (i) developing seamless pathways from high school to community college for career technical education or preparation for transfer, (ii) improving high school graduation rates, or (iii) helping high school students achieve career and college readiness. (Ed. Code section 76004 (d).)

3.6 WVMCCD at its discretion, may authorize special part-time students participating in courses offered as part of this CCAP Agreement to enroll in up to a maximum of 15 units per term if (i) the units constitute no more than four (4) community college courses per term; (ii) the units are a part of an academic program that is part of the CCAP Agreement; and (iii) the units are part of a program designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed. Code, § 76004(p).)
3.7 Minimum School Day - SCUSD shall certify that it shall teach SCUSD students participating in courses offered as part this CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code sections 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

4.1 WVMCCD will be responsible for processing student applications.

4.2 WVMCCD will provide the necessary admission and registration forms and procedures.

4.3 The SCUSD agrees to assist WVMCCD in the admission and registration of SCUSD students as may be necessary and requested by WVMCCD.

4.4 The SCUSD and WVMCCD understand and agree that successful admission and registration for CCAP courses offered as part of this Agreement requires that each participating student has completed the college enrollment application process.

5. PARTICIPATING STUDENTS AND FEE PROHIBITIONS AND EXEMPTIONS

5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011, including a fee charged to a pupil, or a pupil’s parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. (Ed. Code §§ 49010 et seq., 76004(f).)

5.2 Properly classified special part-time students participating in the CCAP Partnership Agreement Courses, as described in Education Code section 76004 (p), shall be exempt from the fee requirements in Education Code sections 76060.5, 76140, 76223, 76300, 76350, and 79121. (Ed. Code §76004 (q).)

5.3 The total cost of books and instructional materials for SCUSD students who enroll in courses offered as part of this CCAP Agreement will be specified in the Appendix to this CCAP Agreement. Costs will be borne by SCUSD.

5.4 Participating students must meet all WVMCCD prerequisite requirements as established by the WVMCCD and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.

5.5 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript.

5.6 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.

5.7 Students enrolled in courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCUSD. WVMCCD shall ensure that student support services, including counseling and
guidance, assistance with assessment and placement, and tutoring are available to students participating in CCAP courses held on a WVMCCD campus. SCUSD shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students participating in CCAP courses held at the SCUSD campus.

5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive either college or high school credit for the courses. Students must comply with, and submit appropriate information/paperwork, by all published deadlines to receive credit. Transcripts will be annotated according to WVMCCD policy.

5.9 A course dropped by the WVMCCD drop “without a W” deadline will not appear on the SCUSD nor the COLLEGE transcript.

6. **CCAP AGREEMENT COURSES**

6.1 WVMCCD may limit enrollment in community college CCAP courses offered pursuant to this CCAP Agreement solely to eligible high school students if the course is offered at a high school campus, either in person or using an online platform, during the regular school day. (Ed. Code § 76004 (o)(1).)

6.2 Courses offered as part of this CCAP Agreement either at the College or SCUSD shall be jointly reviewed prior to inclusion in the CCAP program. WVMCCD is responsible for final review and approval in accordance with WVMCCD policies and academic standards, of all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCUSD or at the COLLEGE. Prior to final approval by WVMCCD, if the parties disagree regarding the approval or disapproval of courses and programs offered as part of the CCAP Agreement, the parties agree to meet and confer in good faith. If the parties do not reach agreement, WVMCCD will make the final determination.

6.3 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by WVMCCD with the approval of its Governing Board and will be recorded in Appendix A to this CCAP Agreement. (Ed. Code § 76004 (c)(1).)

6.4 Courses offered as part of this CCAP Agreement at the SCUSD shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with WVMCCD academic standards.

6.5 Courses offered as part of this CCAP Agreement at the SCUSD shall be listed in the COLLEGE catalog with department designations, course descriptions, numbers, titles, credits, information about where the course is offered for credit, and transferability of credit. Such information must also be included in any schedule of classes, and any addenda to the schedule of classes, along with the WVMCCD policy on open enrollment.

6.6 Courses offered as part of this CCAP Agreement at the SCUSD shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
6.7 Courses offered as part of this CCAP Agreement and taught by SCUSD instructors would be part of an approved Instructional Service Agreement as required by WVMCCD. In the event of a disagreement arising out of or related to the Instructional Service Agreement (ISA), the parties agree to meet and confer in good faith to resolve the disagreement. If the parties cannot reach an agreement, the terms of the ISA and this Agreement shall control. If the terms of the ISA and this Agreement conflict, the terms of this Agreement shall control.

6.8 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to WVMCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCUSD. In the event of a conflict or any disagreement between WVMCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCUSD policies, practices and requirements, the parties agree to meet and confer in good faith.

6.9 Site visits and instructor evaluations by one or more representatives of the WVMCCD and or SCUSD shall be permitted by the SCUSD and WVMCCD to ensure that courses offered as part of this CCAP Agreement in the SCUSD are the same as the courses offered on the COLLEGE campus and in compliance with WVMCCD and SCUSD academic standards. District and SCUSD shall collaborate to develop procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course.

6.10 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with WVMCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.

6.11 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with WVMCCD and SCUSD guidelines, policies, pertinent statutes, and regulations. In the case of a conflict, the parties agree to meet and confer in good faith. Faculty instructing the course offered under this Agreement shall be responsible for the supervision and evaluation of the students, whether such faculty members are WVMCCD or SCUSD employees. SCUSD shall be responsible for determining the level of high school credit received for the course(s) completed by the students under the CCAP Agreement. (Ed. Code § 48800(c.).)

7. INSTRUCTOR(S)

7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in sections 53410 and 58060 of Title V of the California Code of Regulations, as required or hired as part of an Instructional Service Agreement. Instructor qualifications are consistent with requirements courses given by the WVMCCD. Cal. Code Regs., tit. 5, § 53410.

7.2 Consistent with the terms negotiated between WVMCCD and the faculty union, WVMFT instructors for courses offered as part of this CCAP Agreement shall be assigned as follows:

- Courses will first be offered to regular faculty of COLLEGE that meet the above-stated minimum qualifications and have participated.

- If courses are not filled by regular faculty, they will be offered to COLLEGE adjunct faculty who possess contractual rehire preference rights, and who meet the above-stated minimum qualifications.
7.3 WVMCCD shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are WVMCCD employees. The SCUSD shall be solely responsible for the salaries, wages, and benefits due to the dual enrollment faculty who are SCUSD employees, unless otherwise agreed by SCUSD and WVMCCD.

7.4 The CCAP Agreement Appendix A shall specify which participating institution, either SCUSD or WVMCCD, will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. (Ed. Code § 76004 (m) (1).)

7.5 SCUSD will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. (Ed. Code § 76004 (m) (2).)

7.6 Instructors who teach courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. In the event of an emergency during the teaching of a course, instructors will act in accordance with WVMCCD policies, procedures and code of conduct and inform SCUSD as soon as reasonably possible. If the course is held on SCUSD property, instructors shall follow the direction of the Principal or his/her designee to coordinate the safety of the students in attendance during the emergency.

7.7 Instructors who teach courses under this CCAP Agreement shall comply with the fingerprinting requirements set forth in Ed Code section 45125 or as amended; the tuberculosis testing and risk assessment requirements of California Health and Safety Code section 121525 or as amended; completion of training on mandated reporting as set forth in Education Code section 44691 or as amended; and submission of a New Employee Data Input Form (i.e., Emergency Contact Information). In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony, as defined by Education Code section 44332.6 (c) shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCUSD site. The CCAP Agreement Appendix shall specify additional procedures for faculty under this agreement.

7.8 Prior to teaching, faculty provided by the SCUSD shall receive discipline-specific training and an orientation from WVMCCD at COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by WVMCCD. In the event WVMCCD and SCUSD disagree regarding faculty training guidelines, the parties agree to meet and confer in good faith. If the parties cannot reach agreement within a reasonable time, WVMCCD shall make the final decision regarding the appropriate training and orientation for SCUSD faculty.

7.9 Faculty provided by the SCUSD may participate in professional development activities sponsored by the WVMCCD and shall be encouraged to participate in ongoing collegial activities to address items such as course content, course delivery, assessment, evaluation, and/or research and development in the field.
7.10 Faculty performance of all instructors, regardless of whether they are WVMCCD or SCUSD employees, shall be evaluated by WVMCCD using the adopted evaluation process and standards for faculty of the WVMCCD. In conducting the evaluation, WVMCCD will provide SCUSD the opportunity to provide input. Such input will be given reasonable consideration.

7.11 WVMCCD shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by SCUSD. In the event of any disagreement, the parties agree to meet and confer in good faith. If the parties do not reach agreement, WVMCCD shall make the final determination.

8. **ASSESSMENT OF LEARNING AND CONDUCT**

8.1 Students enrolled in courses offered as part of this CCAP Agreement and held at the SCUSD campus shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.

8.2 Students enrolled in courses offered as part of this CCAP Agreement and held at the SCUSD campus shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.

8.3 Students enrolled in courses offered as part of this CCAP Agreement and held at the SCUSD campus shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

8.4 Students enrolled in courses offered as part of this CCAP Agreement and held at the SCUSD campus shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

8.5 Students enrolled in courses offered as part of this CCAP Agreement and held at a SCUSD campus who have approved Section 504 Plans that provide accommodations to the educational environment such as extended time on tests or special seating shall be accommodated by WVMCCD. WVMCCD shall accommodate these students upon receiving notice of the approved Section 504 plan from SCUSD. Accommodations involving the provision of special equipment or services or additional personnel, such as sign language interpreters, shall be provided by the SCUSD.

8.6 Students enrolled in courses offered as part of this CCAP Agreement held at the SCUSD campus who have an Individualized Education Program (“IEP”) shall receive all programs and services provided for under the IEP by the SCUSD. The WVMCCD has no responsibility to implement or accommodate any portion of a student’s IEP.

8.7 WVMCCD and SCUSD shall jointly draft a Notice to Parents that outlines the rights and responsibilities of students participating in the CCAP Program, and the respective responsibilities of the COLLEGE and SCUSD described in this Agreement.
9. **LIAISON AND COORDINATION OF RESPONSIBILITIES**

9.1 The points of contact for WVMCCD and SCUSD, identified in Appendix A, pursuant to Education Code section 76004(c)(2), will also serve as educational administrators. The educational administrators for WVMCCD and SCUSD will facilitate coordination and cooperation between WVMCCD and SCUSD to ensure that the courses offered as part of this CCAP Agreement comply with and conform to WVMCCD and SCUSD policies and standards.

9.2 The WVMCCD educational administrator, and the SCUSD educational administrator shall collaborate to determine a process for timely receiving, investigating and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Education Amendments of 1972 and alleged to have occurred during or in relation to a course offered as part of this CCAP Agreement.

9.3 The WVMCCD will provide COLLEGE personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with WVMCCD policy and COLLEGE procedures and academic standards.

9.4 The SCUSD shall provide personnel to perform clerical services and other services involving student outreach and recruitment activities, student assessment and college applications, enrollment of eligible students, as deemed necessary.

9.5 The SCUSD's personnel will perform services specified in Section 9.4 of this CCAP Agreement as part of their regular assignment. SCUSD personnel performing these services will be employees of SCUSD and subject to the authority of SCUSD, but will also be subject to the direction of WVMCCD, specifically with regard to their duties pertaining to the CCAP courses.

9.6 This CCAP Agreement requires WVMCCD and SCUSD to file an annual report with the office of the Chancellor of the California Community Colleges that includes all of the following information:

- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed Code §76004 (t)(1)(A).)
- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. (Ed Code §76004 (t)(1)(B).)
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. (Ed. Code § 76004 (t)(1)(C).)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. (Ed. Code § 76004 (t)(1)(D).)
- The total number of full-time equivalent students served online generated by CCAP partnership community college district participants. (Ed. Code §76004 (t)(1)(E).)

9.7 WVMCCD will complete and submit the Apportionment Attendance Report (CCFS-320).
9.8 WVMCCD and SCUSD shall ensure that the point of contact for each district establishes protocols for the collection and dissemination of participating student data each semester. The information must be collected and disseminated within the last 30 days of the term.

10. **APPORTIONMENT**

10.1 WVMCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with requirements of Education Code section 76004.

10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. (Ed. Code § 76004 (o)(2).)

10.3 WVMCCD shall not receive a state allowance or apportionment for an instructional activity for which SCUSD has been, or shall be, paid an allowance or apportionment. (Ed. Code §76004 (r).)

10.4 The attendance of a high school pupil at WVMCCD as a special part-time or full-time student pursuant Education Code section 76004 is authorized attendance for which WVMCCD shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. (Ed. Code § 76004 (s).)

11. **CERTIFICATIONS**

11.1 The SCUSD certifies that it has not received full compensation for the direct education costs for the courses offered as part of this CCAP Agreement from other sources. (Ed. Code § 84752, 5 C.C.R. § 58051.5.).

11.2 WVMCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources. (Ed.Code § 84752, 5 C.C.R. § 58051.5.)

11.3 The SCUSD agrees and acknowledges that WVMCCD will claim apportionment for the SCUSD students enrolled in community college course(s) under this CCAP Agreement in accordance with applicable law.

11.4 This CCAP Agreement certifies that any community college instructor teaching a course offered as part of this CCAP Agreement on a SCUSD campus has not been convicted of any sex offense as defined in Education Code section 87010 or as amended, or any controlled substance offense as defined in Education Code section 87011 or as amended. (Ed.Code § 76004 (h).)

11.5 This CCAP Agreement certifies that any WVMCCD instructor teaching a course at the SCUSD campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on the SCUSD campus. (Ed. Code § 76004 (i).)
11.6 This CCAP Agreement certifies that a qualified SCUSD teacher teaching a course offered for college credit at the SCUSD campus has not displaced or resulted in the termination of an existing COLLEGE faculty member teaching the same course at the WVMCCD campus. (Education Code § 76004 (j).)

11.7 WVMCCD certifies that:
- A community college course offered for college credit at the participating SCUSD does not reduce access to the same course offered at WVMCCD. (Ed. Code § 76004 (k)(1).)
- A community college course that is oversubscribed or has a waiting list shall not be offered as part of this CCAP Agreement. (Ed. Code § 76004)
- Participating in this CCAP Agreement is consistent with the core mission of the WVMCCD pursuant to Section 66010.4, and students participating in this CCAP Agreement will not lead to displacement of otherwise eligible adults at WVMCCD. (Ed. Code § 76004 (k)(3).)

11.8 This CCAP Agreement certifies that the SCUSD and WVMCCD comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. (Education Code § 76004 (l).)

11.9 This CCAP Agreement certifies that any remedial course taught by WVMCCD faculty at a partnering high school campus (i) shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by SCUSD, and (ii) shall involve a collaborative effort between the SCUSD and the WVMCCD faculty to deliver an innovative remediation course as an intervention in the student’s junior or senior year to ensure the student is prepared for college-level work upon graduation. (Education Code § 76004 (n).) Including this required certification does not indicate that the Parties intend to offer any courses that go beyond the courses identified in this Agreement.

12. PROGRAM IMPROVEMENT

12.1 WVMCCD and the SCUSD may annually conduct surveys of participating SCUSD, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

13.1 Permanent records of student enrollment, attendance, grades and achievement will be maintained by SCUSD for SCUSD students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE. Records kept by SCUSD shall be open for review by WVMCCD at all times. Records shall be submitted to WVMCCD periodically based on a schedule jointly developed by WVMCCD and SCUSD. Records kept by WVMCCD shall be open to review upon reasonable request by SCUSD, within a reasonable time after any such request, subject to applicable privacy laws.

13.2 For each student participating in a course under this CCAP Agreement, SCUSD shall complete a document certifying that SCUSD has made a determination that the student is
prepared for college level coursework. This document is in accordance with WVMCCD policies for admission of students under the age of 18 who do not yet possess a high school diploma or equivalent. SCUSD shall maintain such document on file for audit purposes as prescribed by section 59026(b) of Title V of the California Code of Regulations.

14. **REIMBURSEMENT**

14.1 The financial arrangements referenced herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

15. **FACILITIES, EQUIPMENT AND SUPPLIES**

15.1 The WVMCCD will provide adequate classroom space at its facilities, or other mutually agreed upon location, if needed, to conduct the Orientation instruction without charge to WVMCCD or SCUSD students.

15.2 The SCUSD will provide adequate classroom space at its facilities to conduct the Statistics course instruction, without charge to WVMCCD or SCUSD students. SCUSD agrees to clean, maintain, and safeguard SCUSD's premises. SCUSD warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes, and that it is solely responsible for security on the SCUSD premises.

15.3 The SCUSD will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCUSD students. The parties understand that such equipment and materials are SCUSD's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCUSD understands that no that students cannot be charged for equipment or materials pursuant to Education Code section 49011. A fee may be charged to students except as may be provided for by Education Code 49011.

15.4 The COLLEGE facilities may be used subject to mutual agreement by the parties as expressed in the Appendix to this CCAP Agreement.

16. **INDEMNIFICATION**

16.1 The SCUSD agrees to and shall indemnify, save and hold harmless the WVMCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, judgments, injuries, and attorneys' fees (“SCUSD Liabilities”) arising out of the performance of SCUSD’s responsibilities under this CCAP Agreement to the extent that such SCUSD Liabilities were proximately caused by the negligence or willful or intentional misconduct of SCUSD, its governing board, officers, employees, administrators, independent contractors, subcontractors, agents or other representatives, except to the extent that such SCUSD Liabilities result from the negligence or willful or intentional misconduct of WVMCCD, its governing board, officers, employees, administrators, independent contractors, subcontractors, agents or other representatives. SCUSD’s obligation to indemnify shall extend to all claims and losses that arise from the
negligence of the SCUSD, its governing board, officers, employees, independent contractors, subcontractors, agents and other representatives only in proportion to any such negligence.

16.2 The WVMCCD agrees to and shall indemnify, save and hold harmless the SCUSD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, judgments, injuries and attorney’s fees (“WVMCCD Liabilities”) arising out of the performance of WVMCCD’s responsibilities under this CCAP Agreement, to the extent that such WVMCCD Liabilities were proximately caused by the negligence or willful or intention misconduct of WVMCCD, its governing board, officers, employees, administrators, independent contractors, subcontractors, agents or other representatives, except to the extent that such WVMCCD Liabilities result from negligence or willful or intentional misconduct of SCUSD, its governing board, officers, employees, administrators, independent contractors, subcontractors, agents or other representatives. WVMCCD’s obligation to indemnify shall extend to all claims and losses that arise from the negligence of the WVMCCD, its governing board, its officers, employees, independent contractors, subcontractors, agents and other representatives only in proportion to any such negligence.

17. INSURANCE

17.1 The SCUSD, in order to protect the WVMCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, general liability insurance coverage or an approved program of self-insurance in the amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage; and automobile liability of $1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority (“JPA”), authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and WVMCCD, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to WVMCCD.

17.2 The WVMCCD, in order to protect the SCUSD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, general liability insurance coverage or an approved program of self-insurance in the amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage; and automobile liability of $1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority (“JPA”), authorized to provide public liability and property damage insurance in the state of California.
California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the SCUSD, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to SCUSD.

17.3 The SCUSD and WVMCCD mutually agree to notify one another of any accident or incident relating to services performed under this Agreement which involves injury or property damage, which may result in the filing of a claim or a lawsuit against either SCUSD or WVMCCD, and of any actual third party claim or lawsuit arising from or related to services under this Agreement.

17.4 For the purpose of Workers' Compensation, WVMCCD shall be the "primary employer" for all its employees who perform services as instructors and support staff under this CCAP Agreement. WVMCCD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its respective WVMCCD employees, made in connection with performing services and providing instruction under this CCAP Agreement. WVMCCD agrees to hold harmless, indemnify, and defend SCUSD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers’ compensation claims by WVMCCD employees that arise from or relate to the provision of services under this CCAP Agreement.

18. NON-DISCRIMINATION

18.1 Neither the SCUSD nor the WVMCCD 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.

19. TERMINATION

19.1 Either party may terminate this CCAP Agreement by giving written notice in accordance with Section 20 of the Agreement and specifying the effective date of such termination. To be effective, the termination notice must be presented on or before January 15 for the following fall semester and on or before September 1 for the following spring semester. Written notice of termination of this CCAP Agreement shall be addressed to the responsible person listed in Section 20 below.

20. NOTICES

20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage prepaid, to the following addresses:

<table>
<thead>
<tr>
<th>WVMCCD</th>
<th>SCUSD</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Valley-Mission Community College District</td>
<td>Santa Clara Unified School District</td>
</tr>
<tr>
<td>14000 Fruitvale Avenue, Saratoga, CA 95070</td>
<td>1889 Lawrence Road, Santa Clara, CA 95051</td>
</tr>
<tr>
<td>Attn: Brad Davis, Chancellor</td>
<td>Attn: Dr. Stella Kemp, Superintendent</td>
</tr>
</tbody>
</table>
21. **INTEGRATION AND ENTIRE AGREEMENT**

21.1 This CCAP Agreement, including Appendix A attached hereto and incorporate by reference, constitutes the entire agreement between the WVMCCD and SCUSD relating to the subject matter of this CCAP Agreement. This Agreement supersedes any prior contemporaneous understanding or agreement. No part has been induced to enter into this Agreement nor is any party relying on any representation or promise outside those expressly set forth in this Agreement.

22. **MODIFICATION AND AMENDMENT**

22.1 This Agreement may be modified only by mutual Agreement of the parties. 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.

23. **GOVERNING LAWS**

23.1 This CCAP Agreement shall be interpreted according to the laws of the State of California.

24. **SEVERABILITY**

24.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable under any law or ruling, the remaining provisions of the Agreement shall remain in force and effect and shall in no way be impaired or invalidated.

25. **WARRANTY OF AUTHORITY**

25.1 Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and that it has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement.

26. **COUNTERPARTS**

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which, when taken together, shall constitute the same instrument. A copy, original, facsimile with all signatures appended together shall constitute the same instrument and be deemed a fully executed Agreement.

Executed on _____________, 2019

By: ___________________________ By: ___________________________
Santa Clara Unified School District Mission College

By: ___________________________
West Valley-Mission Community College District
APPENDIX A

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between Mission College ("COLLEGE") a college of West Valley-Mission Community College District ("WVMCCD"), 14000 Fruitvale Ave. and Santa Clara Unified School District (SCUSD); and

WHEREAS, WVMCCD and the SCUSD agree to record specific components of the CCAP Agreement using this Appendix A to the Partnership Agreement for purposes of addressing terms required by Education Code section 76004 (c) (1) including the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and

WHEREAS, this CCAP Agreement Appendix A shall also be used to record terms required by Education Code section 76004 (c) (1) including protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college; (Ed. Code § 76004((k)(3))

NOW, THEREFORE, WVMCCD and SCUSD further agree as follows:

1. **CCAP AGREEMENT**

   a. This Appendix shall be amended annually to update the projections of students to be served and claimed under the Agreement in future school years and to describe the scope, nature, time, location, and listing of courses to be offered each semester. The Agreement shall also be amended annually to update financial terms, such as a reimbursement arrangement. Any amendments to this Appendix shall be upon mutual written agreement of WVMCCD and SCUSD. This Appendix shall accompany the original submission of this Agreement to the Chancellor’s Office and shall subsequently be submitted per the Chancellor’s Office instructions.

   b. As a condition of and before adopting this CCAP Agreement, the governing board of WVMCCD and SCUSD shall ensure that this Agreement is presented as an informational item at an open public meeting. The governing board of WVMCCD and SCUSD will take comments from the public and approve or disapprove the proposed agreement at a subsequent open public meeting.
c. COLLEGE and SCUSD shall review and establish new or amended CCAP Agreements annually on or before June 30 and follow the protocols set forth in (a) of this section and section 1.4 of the Agreement.

2. POINTS OF CONTACT

WVMCCD, SCUSD points of contact include the following:

<table>
<thead>
<tr>
<th>WVMCCD</th>
<th>SCUSD</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Valley-Mission</td>
<td>Santa Clara Unified</td>
</tr>
<tr>
<td>Community College District</td>
<td>School District</td>
</tr>
<tr>
<td>Bradley Davis, Chancellor</td>
<td>Dr. Stella Kemp, Superintendent</td>
</tr>
<tr>
<td>408-504-2011</td>
<td>408-423-2000</td>
</tr>
</tbody>
</table>

3. STUDENT SELECTION

a. SCUSD shall select 25-30 students consistent Education Code section 76994 (a) and the intent outlined in section 1 subdivision (d) of Assembly Bill Number 288, to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils to achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.”

b. WVMCCD and SCUSD shall certify that participating students will have a signed parental consent form on file with the WVMCCD prior to participating in courses offered pursuant to this Agreement. (Ed. Code § 76004(c)(1).)

WVMCCD and SCUSD certify that they understand that the statewide number of full-time equivalent students claimed as special admits cannot exceed ten (10) percent of the total number of full-time equivalent students claimed statewide. (Ed. Code § 76004 (w).) The statewide ten (10) percent full-time equivalent students cap on special admits includes all students, regardless of whether they are participating in courses offered under this CCAP Agreement.

4. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

a. WVMCCD is responsible for all educational program(s) and courses offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCUSD or the COLLEGE.

b. COLLEGE has identified the following educational program(s) and course(s) to be offered at the said dates, times and locations indicated in the table below. The table also includes the name of the instructor(s) and employer(s) of record, for purposes of assignment monitoring and reporting to the county office education. (Ed. Code § 76004(m)(1):
c. Enrollment Period: The enrollment period will follow the enrollment period of the COLLEGE.

5. CRITERIA FOR ABILITY OF PUPILS TO BENEFIT FROM CCAP PROGRAM

Criteria used to assess the ability of pupils to benefit from the course(s) offered as part of this Agreement are outlined as follows, pursuant to Education Code section 76004 (c)(1):

- Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils to achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Sec. 1 (d) & Education Code § 76004 (a).

- Students who are struggling in mathematics as evidenced by one or more college-ready indicators with regard to mathematics, including but not limited to in math classes standardized test scores indicating a lack of college readiness recommendations of teachers and guidance counselors with regard to the CCAP Pathway providing an appropriate path for the particular student.

- Students who wish to attend college to study the areas of humanities, social sciences, health, or other non-STEM fields.

- Students who indicate readiness to take on college-level responsibilities to seek support and resources that will guide them to success in the pathway.

6. MINIMUM QUALIFICATIONS FOR INSTRUCTORS

All instructors teaching courses offered as part of the CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in sections 53410 and 58060 in Title V of the California Code of Regulations, or as amended. The minimum qualifications for instruction of the FALL 2019 and SPRING 2020 courses are:
7. **BOOKS AND INSTRUCTIONAL MATERIALS**
   a. The total cost of books and instructional materials for SCUSD students participating as part of this CCAP Agreement will be borne by SCUSD. The COLLEGE will make a good faith effort to only require a new edition of books and instructional materials every five years.

8. **CCAP AGREEMENT DATA MATCH AND REPORTING**
   a. WVMCCD and SCUSD shall ensure that operational protocols are in place to facilitate the collection of participating student data and the timely submission of the data for the purposes of reporting information to the office of the Chancellor of the California Community Colleges pursuant to Education Code section 76004 (t)(1).

9. **PRIVACY OF STUDENT RECORDS AND SHARING**
   a. WVMCCD and SCUSD understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) and state law as set forth in Education Code sections 49064 and 49076. (20 U.S.C. § 1232g; 34 C.F.R. § 99.) WVMCCD and SCUSD agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Ed. Code §§ 49064, 49076.)
   b. Limitation on Use. WVMCCD and SCUSD shall use each student education record that they may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with the authority to access that information pursuant to federal and state law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
   c. Recordkeeping Requirements. WVMCCD and SCUSD shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth in section 99.32 of Title 34 of the Code of Federal Regulations § 99.32 and in Education Code section 49064 as applicable.
   d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on the CCAP Agreement, WVMCCD and SCUSD each hereby acknowledges that they been provided with the notice required under Title 34 of Code of Federal Regulation section 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent, guardian, or eligible student’s prior written consent.

10. **FACILITIES USE**
   a. COLLEGE and SCUSD shall adhere to the terms outlined in Section 15 of this CCAP Agreement, entitled, “Facilities.”
   b. WVMCCD, in its sole discretion and as indicated in Section 15 of this CCAP Agreement, shall authorize access and use of the COLLEGE facilities as needed to further the purposes of this Agreement. SCUSD shall follow the procedures identified by the COLLEGE to use any such facilities.
SUBJECT: RENEWAL OF THE COLLEGE AND CAREER ACCESS PATHWAYS (AB288) DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN WEST VALLEY COLLEGE AND CAMPBELL UNIFIED SCHOOL DISTRICT

CHANCELLOR’S RECOMMENDATION:

It is recommended that the Board of Trustees receive, review and present the College and Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement with Campbell Union High School District (CUHSD) as required by Ed Code (EC § 76004(b)).

Funding Source/Fiscal Impact

If approved, West Valley College will offer community college pathway courses exclusively to CUHSD students at West Valley College or the Campbell Unified High School District campuses. West Valley-Mission Community College District (WVMCCD) will claim apportionment for enrolled students under this CCAP Agreement. These classes will be in addition to course sections offered on the West Valley College campus and will generate full-time equivalent students (FTES).

Reference(s)

Education Code 76004 (Assembly Bill 288) establishes the College and Career Access Pathways Act to authorize California Community College districts to enter into formal partnership agreements with local school districts. The goal is to create easier pathways from high school to community college and to offer or expand dual enrollment opportunities for under-represented higher education students or for students who may not be college bound. This partnership aligns with the goals of West Valley College’s Educational and Facilities Master Plan and its Student Equity Plan related to improving the student pathways to degrees and transfer, strengthening collaborative partnerships with K-12 institutions, and increasing access and success for underrepresented groups.
Background/Alternatives
Students who complete college credit while enrolled in high school, are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions, than students without these experiences. CUHSD is a public-school district serving grades 9-12 with students whose residences are located within the regional service area of WVMCCD and these students deserve an opportunity to participate in an accelerated process that can further ensure academic success. This CCAP Agreement allows students to pursue this dual enrollment opportunity.

Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness.

References
This agreement has been reviewed by the West Valley College President, West Valley College Vice President of Instruction, West Valley College Dean of Instruction, West Valley College Vice-President of Student Services Superintendent of the Campbell Union High School District and the Assistant Superintendent of the Campbell Union High School District. This CCAP template has been reviewed by the District’s Attorney, Liebert Cassidy Whitmore. This agreement is also being presented to the CUHSD Board and may undergo changes before it is returned.

Coordination
The operational and instructional aspects of this agreement will be administered and monitored by West Valley College, Dean of Instruction. An Educational Administrator to be specified in the Appendix to the CCAP Agreement will serve as point of contact to facilitate coordination and cooperation between the college and CUHSD, in conformity with WVMCCD policies and standards.

Follow-up/Outcome
After the proposed Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement is approved by the WVMCCD Board of Trustees and the CUHSD Board, West Valley College will submit the agreement to the CCC Chancellor’s Office for review and coordinate with CUHSD staff to implement the pathway in preparation for the next cohort in the Fall 2019 semester.
COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP (CCAP) AGREEMENT: A DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN THE WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT (WVMCCD) AND THE CAMPBELL UNION HIGH SCHOOL DISTRICT (CUHSD) 2019-2020

I. RECITALS

This College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between the West Valley-Mission Community College District ("WVMCCD"), 14000 Fruitvale Ave., Saratoga, CA 95070, and Campbell Union High School District ("CUHSD"), 3235 Union Avenue, San Jose, CA 95124 for the purpose of implementing the CCAP program described in this Agreement at West Valley College ("COLLEGE").

WHEREAS, COLLEGE is a community college within the WVMCCD with a mission which includes providing educational programs and services that are responsive to the needs of the students and communities adjacent to the WVMCCD; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, CUHSD is a public-school district serving grades 9-12 with students whose residences are located within or adjacent to the regional service area of WVMCCD; and

WHEREAS WVMCCD and CUHSD desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students "who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness" and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." (Ed. Code § 76004(a); Assem. Bill No. 288 (2015-2016 Reg. Sess.) § 1 (d).) .

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, CUHSD and WVMCCD;

NOW THEREFORE, WVMCCD and CUHSD agree as follows:

Note: All referenced Sections from AB 288 (Education Code § 76004) 8932985.1 WE100-500
1. TERMS OF AGREEMENT

1.1 The CCAP Agreement shall be effective from the date of its approval by the governing Boards of WVMCCD and CUHSD ("Effective Date"). The process for adoption and approval of this CCAP Agreement is provided in Appendix A. The term ("Term") of this Agreement shall be for a period of three (3) years, commencing on the Effective Date and ending on a date that is one (1) year thereafter unless otherwise terminated in accordance with Section 19 of this CCAP Agreement. By approval of the governing Boards of WVMCCD and CUHSD, this Agreement may be renewed for additional years.

1.2 It is understood that in entering into this CCAP Agreement, the WVMCCD AND CUHSD are agreeing to a program that shall be administered at and through COLLEGE. As such, in carrying out its rights and duties under this Agreement, WVMCCD shall apply COLLEGE standards and procedures, where applicable.

1.3 This CCAP Agreement outlines the terms of the Parties’ agreement. The CCAP Agreement Appendices shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix A shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. (Ed. Code § 76004 (c)(1).)

1.4 The CCAP Agreement Appendix A shall identify points of contact for the WVMCCD and CUHSD. (Ed. Code § 76004 (c)(2).)

1.5 WVMCCD shall file a copy of this CCAP Agreement with the Office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. (Ed. Code § 76004 (c)(3).)

2. CCAP AGREEMENT COURSES

2.1 Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the CUHSD have been approved in accordance with the policies and guidelines of WVMCCD and applicable law. (Ed. Code § 76004(a).)

2.2 Students participating in dual enrollment courses under this Agreement (high school students enrolled in college classes) who are not residents of California and are classified as special part-time students under Education Code section 76004(p), shall be exempt from nonresident tuition fees while still in high school in California. (Education Code section 76004(q).)

2.3 WVMCCD cannot claim apportionment for nonresident special part-time students. (Ed. Code § 76140(c).)
3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Student Eligibility - WVMCCD and CUHSD are entering into this dual enrollment partnership with the purpose of offering dual enrollment opportunities to students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils to achieve college and career readiness” (Ed. Code § 76004(a)). The dual enrollment partnership will support “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Assem. Bill No. 288 (2015-2016 Reg. Sess.) § 1(d).)

3.2 Student Selection and Enrollment - Enrollment in courses offered under this Agreement, shall be open to all eligible students who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix A. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by WVMCCD and shall be in compliance with applicable law and CUHSD standards and policies. In the event of a disagreement between WVMCCD and CUHSD regarding appropriate prerequisites, the parties agree to meet and confer in good faith. If the parties are not able to agree, WVMCCD shall make the final decision.

3.4 Student Records – Students will be required to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to CUHSD unless otherwise specified in Appendix A.

3.5 Priority Enrollment - WVMCCD may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001 (Ed. Code § 76004(g)).

3.6 As part of this CCAP Agreement, WVMCCD shall not provide physical education course opportunities to high school students or any other course opportunities that do not expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education by assisting in their attainment of at least one of the goals of this Agreement, which are: (i) developing seamless pathways from high school to community college for career technical education or preparation for transfer, (ii) improving high school graduation rates, or (iii) helping high school students achieve career and college readiness. (Ed. Code section 76004 (d).)

3.7 WVMCCD at its discretion, may authorize special part-time students participating in courses offered as part of this CCAP Agreement to enroll in up to a maximum of 15 units per term if (i) the units constitute no more than four (4) community college courses per term; (ii) the units are a part of an academic program that is part of the CCAP Agreement; and (iii) the units are part of a program designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed. Code, § 76004(p).)
3.8 Minimum School Day - CUHSD shall certify that it shall teach CUHSD students participating in courses offered as part this CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code sections 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

4.1 WVMCCD will be responsible for processing student applications.

4.2 WVMCCD will provide the necessary admission and registration forms and procedures.

4.3 The CUHSD agrees to assist WVMCCD in the admission and registration of CUHSD students as may be necessary and requested by WVMCCD.

4.4 The CUHSD and WVMCCD understand and agree that successful admission and registration for CCAP courses offered as part of this Agreement requires that each participating student has completed the college enrollment application process.

5. PARTICIPATING STUDENTS AND FEE PROHIBITIONS AND EXEMPTIONS

5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011, including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. (Ed. Code §§ 49010 et seq., 76004(f).)

5.2 Properly classified special part-time students participating in the CCAP Partnership Agreement Courses, as described in Education Code section 76004 (p), shall be exempt from the fee requirements in Education Code sections 76060.5, 76140, 76223, 76300, 76350, and 79121. (Ed. Code §76004 (q).)

5.3 The total cost of books and instructional materials for CUHSD students who enroll in a courses offered as part of this CCAP Agreement will be specified in the Appendix to this CCAP Agreement. Costs will be borne by CUHSD.

5.4 Participating students must meet all WVMCCD prerequisite requirements as established by the WVMCCD and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.

5.5 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript.

5.6 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.

5.7 Students enrolled in courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the CUHSD. WVMCCD shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to students participating in CCAP courses held on a WVMCCD campus. CUHSD shall ensure that support services, including counseling and guidance, and assistance
with assessment and placement are available to students participating in CCAP courses held at the
CUHSD campus.

5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive either
college or high school credit for the courses. Students must comply with, and submit appropriate
information/paperwork, by all published deadlines to receive credit. Transcripts will be annotated
according to WVMCCD policy.

5.9 A course dropped by the WVMCCD drop “without a W” deadline will not appear on the CUHSD nor
the COLLEGE transcript.

6. CCAP AGREEMENT COURSES

6.1 WVMCCD may limit enrollment in community college CCAP courses offered pursuant to this CCAP
Agreement solely to eligible high school students if the course is offered at a high school campus, either
in person or using an online platform, during the regular school day. (Ed. Code § 76004 (o)(1).)

6.2 Courses offered as part of this CCAP Agreement either at the College or CUHSD shall be jointly
reviewed prior to inclusion in the CCAP program. WVMCCD is responsible for final review and approval
in accordance with WVMCCD policies and academic standards, of all courses and educational programs
offered as part of CCAP Agreement regardless of whether the course and educational program is offered
on site at the CUHSD or at the COLLEGE. Prior to final approval by WVMCCD, if the parties disagree
regarding the approval or disapproval of courses and programs offered as part of the CCAP Agreement,
the parties agree to meet and confer in good faith. If the parties do not reach agreement, WVMCCD will
make the final determination.

6.3 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined
by WVMCCD with the approval of its Governing Board and will be recorded in Appendix A to this
CCAP Agreement. (Ed. Code § 76004 (c)(1).)

6.4 Courses offered as part of this CCAP Agreement at the CUHSD shall be of the same quality and rigor as
those offered on COLLEGE campus and shall be in compliance with WVMCCD academic standards.

6.5 Courses offered as part of this CCAP Agreement at the CUHSD shall be listed in the COLLEGE catalog
with department designations, course descriptions, numbers, titles, credits, information about where the
course is offered for credit, and transferability of credit. Such information must also be included in any
schedule of classes, and any addenda to the schedule of classes, along with the WVMCCD policy on
open enrollment.

6.6 Courses offered as part of this CCAP Agreement at the CUHSD shall adhere to the official course outline
of record and the student learning outcomes established by the associated COLLEGE academic
department.

6.7 Courses offered as part of this CCAP Agreement and taught by CUHSD instructors would be part of an
approved Instructional Service Agreement as required by WVMCCD. In the event of a disagreement
arising out of or related to the Instructional Service Agreement, the parties agree to meet and confer in
good faith to resolve the disagreement. If the parties cannot reach an agreement, the terms of the ISA
Agreement and this Agreement shall control. If the terms of the ISA and this Agreement conflict, the terms of this Agreement shall control.

6.8 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to WVMCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the CUHSD. In the event of a conflict or any disagreement between WVMCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and CUHSD policies, practices and requirements, the parties agree to meet and confer in good faith.

6.9 Site visits and instructor evaluations by one or more representatives of the WVMCCCD and or CUHSD shall be permitted by the CUHSD and WVMCCCD to ensure that courses offered as part of this CCAP Agreement in the CUHSD are the same as the courses offered on the COLLEGE campus and in compliance with WVMCCCD and CUHSD academic standards. District and CUHSD shall collaborate to develop procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course.

6.10 A student’s withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with WVMCCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.

6.11 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with WVMCCCD and CUHSD guidelines, policies, pertinent statutes, and regulations. In the event of a conflict, the parties agree to meet and confer in good faith. Faculty instructing the course offered under this Agreement shall be responsible for the supervision and evaluation of the students, whether such faculty members are WVMCCCD or CUHSD employees. CUHSD shall be responsible for determining the level of high school credit received for the course(s) completed by the students under the CCAP Agreement. (Ed. Code § 48800(c).)

7. **INSTRUCTOR(S)**

7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in sections 53410 and 58060 of Title V of the California Code of Regulations, as required or hired as part of an Instructional Service Agreement. Instructor qualifications are consistent with requirements courses given by the WVMCCCD. Cal. Code Regs., Title 5, § 53410.

7.2 Consistent with the terms negotiated between WVMCCCD and the faculty union, WVMFT instructors for courses offered as part of this CCAP Agreement shall be assigned as follows:

- Courses will first be offered to regular faculty of COLLEGE that meet the above-stated minimum qualifications and have participated.
- If courses are not filled by regular faculty, they will be offered to COLLEGE adjunct faculty who possess contractual rehire preference rights, and who meet the above-stated minimum qualifications.
- If courses are still not filled, they may be offered to junior adjunct faculty and employees of CUHSD who meet the above-stated minimum qualifications.
7.3 WVMCCD shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are WVMCCD employees. The CUHSD shall be solely responsible for the salaries, wages, and benefits due to the dual enrollment faculty who are CUHSD employees, unless otherwise agreed by CUHSD and WVMCCD.

7.4 The CCAP Agreement Appendix A shall specify which participating institution, either CUHSD or WVMCCD, will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. (Ed. Code § 76004 (m)(1).)

7.5 CUHSD will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. (Ed. Code § 76004 (m)(2).)

7.6 Instructors who teach courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. In the event of an emergency during the teaching of a course, instructors will act in accordance with WVMCCD policies, procedures and code of conduct and inform CUHSD as soon as reasonably possible. If the course is held on CUHSD property, instructors shall follow the direction of the Principal or his/her designee to coordinate the safety of the students in attendance during the emergency.

7.7 Instructors who teach courses under this CCAP Agreement shall comply with the fingerprinting requirements set forth in Ed Code section 45125 or as amended; the tuberculosis testing and risk assessment requirements of California Health and Safety Code section 121525 or as amended; completion of training on mandated reporting as set forth in Education Code section 44691 or as amended; and submission of a New Employee Data Input Form (i.e., Emergency Contact Information). In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony, as defined by Education Code section 44332.6 (c) shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a CUHSD site. The CCAP Agreement Appendix shall specify additional procedures for faculty under this agreement.

7.8 Prior to teaching, faculty provided by the CUHSD shall receive discipline-specific training and an orientation from WVMCCD at COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by WVMCCD. In the event WVMCCD and CUHSD disagree regarding faculty training guidelines, the parties agree to meet and confer in good faith. If the parties cannot reach agreement within a reasonable time, WVMCCD shall make the final decision regarding the appropriate training and orientation for CUHSD faculty.

7.9 Faculty provided by the CUHSD may participate in professional development activities sponsored by the WVMCCD and shall be encouraged to participate in ongoing collegial activities to address items such as course content, course delivery, assessment, evaluation, and/or research and development in the field.

7.10 Faculty performance of all instructors, regardless of whether they are WVMCCD or CUHSD employees shall be evaluated by WVMCCD using the adopted evaluation process and standards for faculty of the WVMCCD. In conducting the evaluation, WVMCCD will provide CUHSD the opportunity to provide input. Such input will be given reasonable consideration.

Note: All referenced Sections from AB 288 (Education Code § 76004)
7.11 WVMCCD shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by CUHSD. In the event of any disagreement, the parties agree to meet and confer in good faith. If the parties do not reach agreement, WVMCCD shall make the final determination.

8. **ASSESSMENT OF LEARNING AND CONDUCT**

8.1 Students enrolled in courses offered as part of this CCAP Agreement and held at the CUHSD campus shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.

8.2 Students enrolled in courses offered as part of this CCAP Agreement and held at the CUHSD campus shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.

8.3 Students enrolled in courses offered as part of this CCAP Agreement and held at the CUHSD campus shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

8.4 Students enrolled in courses offered as part of this CCAP Agreement and held at the CUHSD campus shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

8.5 Students enrolled in courses offered as part of this CCAP Agreement and held at a CUHSD campus who have approved Section 504 Plans that provide accommodations to the educational environment such as extended time on tests or special seating shall be accommodated by WVMCCD. WVMCCD shall accommodate these students upon receiving notice of the approved Section 504 plan from CUHSD. Accommodations involving the provision of special equipment or services or additional personnel, such as sign language interpreters, shall be provided by the CUHSD.

8.6 Students enrolled in courses offered as part of this CCAP Agreement held at the CUHSD campus who have an Individualized Education Program ("IEP") shall receive all programs and services provided for under the IEP by CUHSD. The WVMCCD has no responsibility to implement or accommodate any portion of a student’s IEP.

8.7 WVMCCD and CUHSD shall jointly draft a Notice to Parents that outlines the rights and responsibilities of students participating in the CCAP Program, and the respective responsibilities of the COLLEGE and CUHSD described in this Agreement.

9. **LIAISON AND COORDINATION OF RESPONSIBILITIES**

9.1 The points of contact for WVMCCD and CUHSD, identified in Appendix A, pursuant to Education Code section 76004(c)(2), will also serve as educational administrators. The educational administrators for WVMCCD and SCUSD will facilitate coordination and cooperation between WVMCCD and CUHSD to ensure that the courses offered as part of this CCAP Agreement comply with and conform to WVMCCD and CUHSD policies and standards.

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*Note: All referenced Sections from AB 288 (Education Code § 76004)*

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9.2 The WVMCCD educational administrator, and the CUHSD educational administrator shall collaborate
to determine a process for timely receiving, investigating and remediating complaints of sexual
misconduct or other conduct covered by Title IX of the Education Amendments of 1972 and alleged to
have occurred during or in relation to a course offered as part of this CCAP Agreement.

9.3 The WVMCCD will provide DISTRICT personnel with reasonable assistance, direction and instruction
in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate
student assessments, outreach/recruitment activities and compliance with WVMCCD policy and
COLLEGE procedures and academic standards.

9.4 The CUHSD shall provide personnel to perform clerical services and other services involving student
outreach and recruitment activities, student assessment and college applications, enrollment of eligible
students, as deemed necessary.

9.5 The CUHSD's personnel will perform services specified in Section 9.4 of this CCAP Agreement as part
of their regular assignment. CUHSD personnel performing these services will be employees of CUHSD
and subject to the authority of CUHSD, but will also be subject to the direction of WVMCCD, specifically
with regard to their duties pertaining to the CCAP courses.

9.6 This CCAP Agreement requires WVMCCD and CUHSD to file an annual report with the office of the
Chancellor of the California Community Colleges that includes all of the following information:
- The total number of high school students by school site enrolled in each partnership, aggregated
  by gender and ethnicity, and reported in compliance with all applicable state and federal privacy
  laws. (Ed Code §76004 (t)(1)(A).)
- The total number of community college courses by course category and type and by school site
  enrolled in by CCAP partnership participants. (Ed Code §76004 (t)(1)(B).)
- The total number and percentage of successful course completions, by course category and type
  and by school site, of CCAP partnership participants. (Ed. Code § 76004 (t)(1)(C).)
- The total number of full-time equivalent students generated by CCAP partnership
  community college district participants. (Ed. Code §76004 (t)(1)(D).)
- The total number of full-time equivalent students served online generated by CCAP partnership
  community college district participants. (Ed. Code §76004 (t)(1)(E).)

9.7 WVMCCD will complete and submit the Apportionment Attendance Report (CCFS-320).

9.8 WVMCCD and CUHSD shall ensure that the point of contact for each district establishes protocols
for the collection and dissemination of participating student data each semester. The information must
be collected and disseminated within the last 30 days of the term.

10. APPORTIONMENT

10.1 WVMCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time
equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies
with requirements of Education Code section 76004.
10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. (Ed. Code § 76004 (o)(2).)

10.3 WVMCCD shall not receive a state allowance or apportionment for an instructional activity for which CUHSD has been, or shall be, paid an allowance or apportionment. (Ed. Code §76004 (r).)

10.4 The attendance of a high school pupil at WVMCCD as a special part-time or full- time student pursuant Education Code section 76004 is authorized attendance for which WVMCCD shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. (Ed. Code § 76004 (s).)

11. CERTIFICATIONS

11.1 The CUHSD certifies that it has not received full compensation for the direct education costs for the courses offered as part of this CCAP Agreement from other sources. (Ed. Code § 84752, 5 C.C.R. § 58051.5.)

11.2 WVMCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources. (Ed.Code § 84752, 5 C.C.R. § 58051.5.)

11.3 The CUHSD agrees and acknowledges that WVMCCD will claim apportionment for the CUHSD students enrolled in community college course(s) under this CCAP Agreement in accordance with applicable law.

11.4 This CCAP Agreement certifies that any community college instructor teaching a course offered as part of this CCAP Agreement on a CUHSD campus has not been convicted of any sex offense as defined in Education Code section 87010 or as amended, or any controlled substance offense as defined in Education Code section 87011 or as amended. (Ed. Code § 76004 (h).)

11.5 This CCAP Agreement certifies that any WVMCCD instructor teaching a course at the CUHSD campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on the CUHSD campus. (Ed. Code § 76004 (i).)

11.6 This CCAP Agreement certifies that a qualified CUHSD teacher teaching a course offered for college credit at the CUHSD campus has not displaced or resulted in the termination of an existing COLLEGE faculty member teaching the same course at the WVMCCD campus. (Education Code § 76004 (j).)

11.7 WVMCCD certifies that:
- A community college course offered for college credit at the participating CUHSD does not reduce access to the same course offered at WVMCCD. (Ed. Code § 76004 (k)(1).)
- A community college course that is oversubscribed or has a waiting list shall not be offered as part of this CCAP Agreement. (Ed. Code § 76004)
• Participating in this CCAP Agreement is consistent with the core mission of the WVMCCD pursuant to Section 66010.4, and students participating in this CCAP Agreement will not lead to displacement of otherwise eligible adults at WVMCCD. (Ed. Code § 76004 (k)(3).)

11.8 This CCAP Agreement certifies that the CUHSD and WVMCCD comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. (Education Code § 76004 (l).)

11.9 This CCAP Agreement certifies that any remedial course taught by WVMCCD faculty at a partnering high school campus shall (i) shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by CUHSD, and (ii) shall involve a collaborative effort between the CUHSD and the WVMCCD faculty to deliver an innovative remediation course as an intervention in the student’s junior or senior year to ensure the student is prepared for college-level work upon graduation. (Education Code § 76004 (n).) Including this required certification does not indicate that the Parties intend to offer any courses that go beyond the courses identified in this Agreement.

12. PROGRAM IMPROVEMENT

12.1 WVMCCD and the CUHSD may annually conduct surveys of participating CUHSD, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

13.1 Permanent records of student enrollment, attendance, grades and achievement will be maintained by CUHSD for CUHSD students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE. Records kept by CUHSD shall be open for review by WVMCCD at all times. Records shall be submitted to WVMCCD periodically based on a schedule jointly developed by WVMCCD and CUHSD. Records kept by WVMCCD shall be open to review upon reasonable request by CUHSD, within a reasonable time after any such request, subject to applicable privacy laws.

13.2 For each student participating in a course under this CCAP Agreement, CUHSD shall complete a document certifying that CUHSD has made a determination that the student is prepared for college level coursework. This document is in accordance with WVMCCD policies for admission of students under the age of 18 who do not yet possess a high school diploma or equivalent. CUHSD shall maintain such document on file for audit purposes as prescribed by section 59026(b) of Title V of the California Code of Regulations.
14. REIMBURSEMENT

14.1 The financial arrangements referenced herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

15. FACILITIES, EQUIPMENT AND SUPPLIES

15.1 The WVMCCD will provide adequate classroom space at its facilities, or other mutually agreed upon location, if needed, to conduct the Orientation instruction without charge to WVMCCD or CUHSD students.

15.2 The CUHSD will provide adequate classroom space at its facilities to conduct the Statistics course instruction, without charge to WVMCCD or CUHSD students. CUHSD agrees to clean, maintain, and safeguard CUHSD's premises. CUHSD warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes, and that it is solely responsible for security on the CUHSD premises.

15.3 The CUHSD will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all CUHSD students. The parties understand that such equipment and materials are CUHSD's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. CUHSD understands that no that students cannot be charged for equipment or materials pursuant to Education Code section 49011. A fee may be charged to students except as may be provided for by Education Code 49011.

15.4 The COLLEGE facilities may be used subject to mutual agreement by the parties as expressed in the Appendix to this CCAP Agreement.

16. INDEMNIFICATION

16.1 The CUHSD agrees to and shall indemnify, save and hold harmless the WVMCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, judgments, injuries, and attorneys' fees ("CUHSD Liabilities") arising out of the performance of CUHSD’s responsibilities under this CCAP Agreement to the extent that such CUHSD Liabilities were proximately caused by the negligence or willful or intentional misconduct of CUHSD, its governing board, officers, employees, administrators, independent contractors, subcontractors, agents or other representatives, except to the extent that such CUHSD Liabilities result from the negligence or willful or intentional misconduct of WVMCCD, its governing board, officers, employees, administrators, independent contractors, subcontractors, agents or other representatives. CUHSD’s obligation to indemnify shall extend to all claims and losses that arise from the negligence of the CUHSD, its governing board, officers, employees, independent contractors, subcontractors, agents and other representatives only in proportion to any such negligence.
16.2 The WVMCCD agrees to and shall indemnify, save and hold harmless the CUHSD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, judgments, injuries and attorney’s fees ("WVMCCD Liabilities") arising out of the performance of WVMCCD’s responsibilities under this CCAP Agreement, to the extent that such WVMCCD Liabilities were proximately caused by the negligence or willful or intention misconduct of WVMCCD, its governing board, officers, employees, administrators, independent contractors, subcontractors, agents or other representatives, except to the extent that such WVMCCD Liabilities result from negligence or willful or intentional misconduct of CUHSD, its governing board, officers, employees, administrators, independent contractors, subcontractors, agents or other representatives. WVMCCD’s obligation to indemnify shall extend to all claims and losses that arise from the negligence of the WVMCCD, its governing board, its officers, employees, independent contractors, subcontractors, agents and other representatives only in proportion to any such negligence.

17. INSURANCE

17.1 The CUHSD, in order to protect the WVMCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, general liability insurance coverage or an approved program of self-insurance in the amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage; and automobile liability of $1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and WVMCCD, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to WVMCCD.

17.2 The WVMCCD, in order to protect the CUHSD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, general liability insurance coverage or an approved program of self-insurance in the amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage; and automobile liability of $1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority ("JPA"), authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the SCUSD, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to CUHSD.

Note: All referenced Sections from AB 288 (Education Code § 76004)
8932985.1 WEI100-500
17.3 The CUHSD and WVMCCD mutually agree to notify one another of any accident or incident relating to services performed under this Agreement which involves injury or property damage, which may result in the filing of a claim or a lawsuit against either CUHSD or WVMCCD, and of any actual third party claim or lawsuit arising from or related to services under this Agreement.

17.4 For the purpose of Workers' Compensation, WVMCCD shall be the "primary employer" for all its employees who perform services as instructors and support staff under this CCAP Agreement. WVMCCD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its respective WVMCCD employees, made in connection with performing services and providing instruction under this CCAP Agreement. WVMCCD agrees to hold harmless, indemnify, and defend CUHSD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by WVMCCD employees that arise from or relate to the provision of services under this CCAP Agreement.

18. NON-DISCRIMINATION

18.1 Neither the CUHSD nor the WVMCCD 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.

19. TERMINATION

19.1 Either party may terminate this CCAP Agreement by giving written notice in accordance with Section 20 of the Agreement and specifying the effective date of such termination. To be effective, the termination notice must be presented on or before January 15 for the following fall semester and on or before September 1 for the following spring semester. Written notice of termination of this CCAP Agreement shall be addressed to the responsible person listed in Section 20 below.

20. NOTICES

20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage prepaid, to the following addresses:

<table>
<thead>
<tr>
<th>WVMCCD</th>
<th>CUHSD</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Valley-Mission Community College District</td>
<td>Campbell Union High School District</td>
</tr>
<tr>
<td>14000 Fruitvale Avenue</td>
<td>3235 Union Ave.</td>
</tr>
<tr>
<td>Saratoga, CA 95070</td>
<td>San Jose, CA 95124</td>
</tr>
<tr>
<td>Attn: Brad Davis, Chancellor</td>
<td>Attn: Dr. Robert Bravo, Superintendent</td>
</tr>
</tbody>
</table>

Note: All referenced Sections from AB 288 (Education Code § 76004)
8932985.1 WEI100-500
21. INTEGRATION AND ENTIRE AGREEMENT

21.1 This CCAP Agreement, including Appendix A attached hereto and incorporate by reference, constitutes the entire agreement between the WVMCCD and CUHSD relating to the subject matter of this CCAP Agreement. This Agreement supersedes any prior contemporaneous understanding or agreement. No part has been induced to enter into this Agreement nor is any party relying on any representation or promise outside those expressly set forth in this Agreement.

22. MODIFICATION AND AMENDMENT

22.1 This Agreement may be modified only by mutual Agreement of the parties. 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.

23. GOVERNING LAWS

23.1 This CCAP Agreement shall be interpreted according to the laws of the State of California.

24. SEVERABILITY

24.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable under any law or ruling, the remaining provisions of the Agreement shall remain in force and effect and shall in no way be impaired or invalidated.

25. WARRANTY OF AUTHORITY

25.1 Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and that it has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement.

26. COUNTERPARTS

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which, when taken together, shall constitute the same instrument. A copy, original, facsimile with all signatures appended together shall constitute the same instrument and be deemed a fully executed Agreement.

Executed on ________________, 2019

By: ____________________________  By: ____________________________
    Campbell Union High School District  West Valley College

By: ____________________________
    West Valley-Mission Community College District

Note: All referenced Sections from AB 288 (Education Code § 76004)
APPENDIX A

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between West Valley College ("COLLEGE") a college of West Valley-Mission Community College District ("WVMCCD"), 14000 Fruitvale Ave. and Campbell Union School District ("CUHSD"), 3235 Union Ave. San Jose, CA 95124; and

WHEREAS, WVMCCD and the CUHSD agree to record specific components of the CCAP Agreement using this Appendix A to the Partnership Agreement for purposes of addressing terms required by Education Code section 76004 (c) (1) including, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those course, and

WHEREAS, this CCAP Agreement Appendix A shall also be used to record terms required by Education Code section 76004 (e) (1) including protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses, and

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college; (Ed. Code § 76004((k)(3))

NOW THEREFORE, WVMCCD and CUHSD further agree as follows:

1. CCAP AGREEMENT

   a. This Appendix shall be amended annually to update the projections of students to be served and claimed under the Agreement in future school years and to describe the scope, nature, time, location, and listing of courses to be offered each semester. The Agreement shall also be amended annually to update financial terms, such as a reimbursement arrangement. Any amendments to this Appendix shall be upon mutual written agreement of WVMCCD and CUHSD. This Appendix shall accompany the original submission of this Agreement to the Chancellor’s Office and shall subsequently be submitted per the Chancellor’s Office instructions.

   b. As a condition of and before adopting this CCAP Agreement, the governing board of WVMCCD and CUHSD shall ensure that this Agreement is presented as an informational item at an open public meeting. The governing board of WVMCCD and CUHSD will take comments from the public and approve or disapprove the proposed
agreement at a subsequent open public meeting.

c. COLLEGE and CUHSD shall review and establish new or amended CCAP Agreements annually on or before June 30 and follow the protocols set forth in (a) of this section and section 1.4 of the Agreement.

2. POINTS OF CONTACT

WVMCCD, CUHSD points of contact include the following:

<table>
<thead>
<tr>
<th>WVMCCD</th>
<th>CUHSD</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Valley-Mission Community College District</td>
<td>Campbell Union High School District</td>
</tr>
<tr>
<td>Brad Davis, Chancellor</td>
<td>Robert Bravo, Superintendent</td>
</tr>
<tr>
<td>408.741.2011</td>
<td>408.371.0960</td>
</tr>
</tbody>
</table>

3. STUDENT SELECTION

a. CUHSD shall select 25-30 students consistent Education Code section 76994 (a) and the intent outlined in section 1 subdivision (d) of Assembly Bill Number 288, to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils to achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.”

b. WVMCCD and CUHSD shall certify that participating students will have a signed parental consent form on file with the WVMCCD prior to participating in courses offered pursuant to this Agreement. (Ed. Code § 76004(c)(1).

WVMCCD and CUHSD certify that they understand that the statewide number of full-time equivalent students claimed as special admits cannot exceed ten (10) percent of the total number of full-time equivalent students claimed statewide. (Ed. Code § 76004(w).) The statewide ten (10) percent full-time equivalent students cap on special admits includes all students, regardless of whether they are participating in courses offered under this CCAP Agreement.

4. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

a. WVMCCD is responsible for all educational program(s) and courses offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the CUHSD or the COLLEGE.
b. COLLEGE has identified the following educational program(s) and course(s) to be offered at the said dates, times and locations indicated in the table below. The table also includes the name of the instructor(s) and employer(s) of record, for purposes of assignment monitoring and reporting to the county office education. (Ed. Code § 76004(m)(1)):

<table>
<thead>
<tr>
<th>COURSE NAME</th>
<th>COURSE NUMBER</th>
<th>TERM</th>
<th>TIME</th>
<th>DAYS/ HOURS</th>
<th>INSTRUCTOR</th>
<th>EMPLOYER OF RECORD</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHILD, FAMILY, AND COMMUNITY</td>
<td>CHST 63</td>
<td>FALL 2019</td>
<td>2:45 – 4:10</td>
<td>MW</td>
<td>KATHERINE MOORE WINES</td>
<td>WVMCCD</td>
<td>BRANHAM HS</td>
</tr>
<tr>
<td>AMERICAN SIGN LANGUAGE</td>
<td>ASLA 060A</td>
<td>FALL 2019</td>
<td>2:45 – 5:15</td>
<td>TTh</td>
<td>TRACY MENG</td>
<td>WVMCCD</td>
<td>BRANHAM HS</td>
</tr>
<tr>
<td>INTERMEDIATE CALCULUS</td>
<td>MATH 4A</td>
<td>FALL 2019</td>
<td>2:45 – 5:15</td>
<td>MW</td>
<td>AMY YU</td>
<td>WVMCCD</td>
<td>BRANHAM HS</td>
</tr>
<tr>
<td>INTRODUCTION TO COACHING SPORT</td>
<td>KINT 32</td>
<td>SPRING 2020</td>
<td>1:30 – 4:40</td>
<td>W</td>
<td>SCOTT MASIK</td>
<td>WVMCCD</td>
<td>BRANHAM HS</td>
</tr>
<tr>
<td>BUSINESS LAW</td>
<td>BUSN 2B</td>
<td>SPRING 2020</td>
<td>2:45 – 4:10</td>
<td>TTh</td>
<td>LANCE SHOEMAKER</td>
<td>WVMCCD</td>
<td>BRANHAM HS</td>
</tr>
<tr>
<td>ANIMATION I</td>
<td>ARTS 57A</td>
<td>SPRING 2020</td>
<td>2:45 – 4:10</td>
<td>MW</td>
<td>TBD</td>
<td>WVMCCD</td>
<td>BRANHAM HS</td>
</tr>
<tr>
<td>CHILD GROWTH AND DEVELOPMENT</td>
<td>CHST 2</td>
<td>FALL 2019</td>
<td>2:50 – 4:15</td>
<td>MW</td>
<td>ANNIE DECKERT</td>
<td>WVMCCD</td>
<td>DEL MAR HS</td>
</tr>
<tr>
<td>SOCIAL PROBLEMS</td>
<td>SOCI 2</td>
<td>FALL 2019</td>
<td>2:50 – 4:15</td>
<td>MW</td>
<td>JASON DEHAAN</td>
<td>WVMCCD</td>
<td>DEL MAR HS</td>
</tr>
<tr>
<td>PRE-STATISTICS</td>
<td>MATH 105</td>
<td>SPRING 2020</td>
<td>2:50 – 4:15</td>
<td>TTh</td>
<td>FERNANDO JORDAN</td>
<td>WVMCCD</td>
<td>DEL MAR HS</td>
</tr>
<tr>
<td>CHILD, FAMILY, AND COMMUNITY</td>
<td>CHST 63</td>
<td>SPRING 2020</td>
<td>2:50 – 4:15</td>
<td>MW</td>
<td>ANNIE DECKERT</td>
<td>WVMCCD</td>
<td>DEL MAR HS</td>
</tr>
<tr>
<td>SPORTS MEDICINE</td>
<td>KINT 38A</td>
<td>SPRING 2020</td>
<td>2:50 – 4:15</td>
<td>MW</td>
<td>PAUL STARKS</td>
<td>WVMCCD</td>
<td>DEL MAR HS</td>
</tr>
<tr>
<td>INTRODUCTION TO BUSINESS</td>
<td>BUSN 51</td>
<td>FALL 2019</td>
<td>2:30 – 3:55</td>
<td>TTh</td>
<td>TERRI FORMAN</td>
<td>WVMCCD</td>
<td>LEIGH HS</td>
</tr>
<tr>
<td>INTRO TO ADMINISTRATION</td>
<td>ADMI 1</td>
<td>FALL 2019</td>
<td>2:30 – 3:55</td>
<td>TTh</td>
<td>VICTOR CASTILLO</td>
<td>WVMCCD</td>
<td>LEIGH HS</td>
</tr>
<tr>
<td>INTRODUCTION TO KINESIOLOGY</td>
<td>KINT 30</td>
<td>SPRING 2020</td>
<td>2:30 – 3:55</td>
<td>TTh</td>
<td>EMILY HARDELL</td>
<td>WVMCCD</td>
<td>LEIGH HS</td>
</tr>
<tr>
<td>INTRODUCTION TO PHILOSOPHY</td>
<td>PHIL 1</td>
<td>SPRING 2020</td>
<td>2:30 – 3:55</td>
<td>TTh</td>
<td>JAVIER GALINDO</td>
<td>WVMCCD</td>
<td>LEIGH HS</td>
</tr>
<tr>
<td>AMERICAN SIGN LANGUAGE I</td>
<td>ALSA 60A</td>
<td>SPRING 2020</td>
<td>2:30 – 5:00</td>
<td>TTh</td>
<td>TRACY MENG</td>
<td>WVMCCD</td>
<td>LEIGH HS</td>
</tr>
<tr>
<td>SPORTS MEDICINE</td>
<td>KINT 38A</td>
<td>FALL 2019</td>
<td>2:45 – 4:10</td>
<td>TTh</td>
<td>PAUL STARKS</td>
<td>WVMCCD</td>
<td>PROSPECT HS</td>
</tr>
<tr>
<td>BUSINESS, GOVERN, AND SOCIETY</td>
<td>BUSN 61</td>
<td>FALL 2019</td>
<td>2:45 – 4:10</td>
<td>MW</td>
<td>JASIRI DAIRE</td>
<td>WVMCCD</td>
<td>PROSPECT HS</td>
</tr>
<tr>
<td>ORGANIZED CRIME</td>
<td>ADMI 26</td>
<td>FALL 2019</td>
<td>2:45 – 4:10</td>
<td>MW</td>
<td>JOHN COSTA</td>
<td>WVMCCD</td>
<td>PROSPECT HS</td>
</tr>
<tr>
<td>PUBLIC SPEAKING</td>
<td>COMM 1</td>
<td>SPRING 2020</td>
<td>2:45 – 4:10</td>
<td>MW</td>
<td>GAIL KIRK</td>
<td>WVMCCD</td>
<td>PROSPECT HS</td>
</tr>
<tr>
<td>HISTORY AND CULTURE OF HIP HOP</td>
<td>MUSC 57</td>
<td>SPRING 2020</td>
<td>2:45 – 4:10</td>
<td>TTh</td>
<td>JEFF HANSON</td>
<td>WVMCCD</td>
<td>PROSPECT HS</td>
</tr>
<tr>
<td>INTRODUCTION TO KINESIOLOGY</td>
<td>KINT 30</td>
<td>FALL 2019</td>
<td>3:00 – 4:25</td>
<td>TTh</td>
<td>ADRIENNE ROBINSON</td>
<td>WVMCCD</td>
<td>WESTMONT HS</td>
</tr>
<tr>
<td>CHILD, FAMILY, AND COMMUNITY</td>
<td>CHST 63</td>
<td>FALL 2019</td>
<td>3:00 – 4:25</td>
<td>TTh</td>
<td>LAURIE DOSTSON</td>
<td>WVMCCD</td>
<td>WESTMONT HS</td>
</tr>
<tr>
<td>MAKEUP FOR STAGE AND SCREEN</td>
<td>THEA 44A</td>
<td>FALL 2019</td>
<td>3:00 – 4:25</td>
<td>MW</td>
<td>AMY ZSADANYI-YALE</td>
<td>WVMCCD</td>
<td>WESTMONT HS</td>
</tr>
<tr>
<td>SMALL BUSINESS START UP AND</td>
<td>BUSN 54</td>
<td>SPRING 2020</td>
<td>3:00 – 4:25</td>
<td>TTh</td>
<td>MICHAEL BAILEY</td>
<td>WVMCCD</td>
<td>WESTMONT HS</td>
</tr>
</tbody>
</table>

Note: All referenced Sections from AB 288 (Education Code § 76004)
c. Enrollment Period: The enrollment period will follow the enrollment period of the COLLEGE.

5. CRITERIA FOR ABILITY OF PUPILS TO BENEFIT FROM CCAP PROGRAM

Criteria used to assess the ability of pupils to benefit from the course(s) offered as part of this Agreement are outlined as follows, pursuant to Education Code section 76004 (c)(1):

- Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils to achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” (Sec. 1 (d) & Education Code § 76004 (a).
- Students who are struggling in mathematics as evidenced by one or more college-ready indicators with regard to mathematics, including but not limited to in math classes standardized test scores indicating a lack of college readiness recommendations of teachers and guidance counselors with regard to the CCAP Pathway providing an appropriate path for the particular student.
- Students who wish to attend college to study the areas of humanities, social sciences, health, or other non-STEM fields.
- Students who indicate readiness to take on college-level responsibilities to seek support and resources that will guide them to success in the pathway.

6. MINIMUM QUALIFICATIONS FOR INSTRUCTORS

All instructors teaching courses offered as part of the CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in sections 53410 and 58060 in Title V of the California Code of Regulations, or as amended. The minimum qualifications for instruction of the FALL 2019 and SPRING 2020 courses are:

<table>
<thead>
<tr>
<th>COURSE NAME</th>
<th>MINIMUM QUALIFICATIONS FOR FACULTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADMJ 1: Introduction to Administrative Justice</td>
<td>Any bachelor's degree or higher and two years of professional experience or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree.</td>
</tr>
<tr>
<td>ADMJ 26: Organized Crime</td>
<td>Any bachelor's degree or higher and two years of professional experience or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree.</td>
</tr>
</tbody>
</table>

Note: All referenced Sections from AB 288 (Education Code § 76004)
8932985.1 WE100-500

136
<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASLA 60A</td>
<td>American Sign Language 1</td>
<td>Any bachelor's degree or higher and two years of professional experience or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree.</td>
</tr>
<tr>
<td>ARTS 57A</td>
<td>Animation</td>
<td>Any bachelor's degree or higher and two years of professional experience or any associate degree and six years of professional experience. Professional experience is required when the applicant possesses a master's degree.</td>
</tr>
<tr>
<td>BUSN 28</td>
<td>Business Law</td>
<td>Master's in business, business management, business administration, accountancy, finance, marketing or business education OR Bachelor's in any of the above AND Master's in economics, personnel management, public administration, or JD or LL.B. degree OR Bachelor's in economics with a business emphasis AND Master's in personnel management, public administration, or JD or LL.B. degree OR the equivalent.</td>
</tr>
<tr>
<td>BUSN 51</td>
<td>Introduction to Business</td>
<td>Master's in business, business management, business administration, accountancy, finance, marketing or business education OR Bachelor's in any of the above AND Master's in economics, personnel management, public administration, or JD or LL.B. degree OR Bachelor's in economics with a business emphasis AND Master's in personnel management, public administration, or JD or LL.B. degree OR the equivalent.</td>
</tr>
<tr>
<td>BUSN 54</td>
<td>Small Business Start Up and Management</td>
<td>Master's in business, business management, business administration, accountancy, finance, marketing or business education OR Bachelor's in any of the above AND Master's in economics, personnel management, public administration, or JD or LL.B. degree OR Bachelor's in economics with a business emphasis AND Master's in personnel management, public administration, or JD or LL.B. degree OR the equivalent.</td>
</tr>
</tbody>
</table>

*Note: All referenced Sections from AB 288 (Education Code § 76004)*

8932985.1 WE100-500
<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSN 61: Business, Government, and Society</td>
<td>Master's in business, business management, business administration, accountancy, finance, marketing or business education <strong>OR</strong> Bachelor's in any of the above <strong>AND</strong> Master's in economics, personnel management, public administration, or JD or LL.B. degree <strong>OR</strong> Bachelor's in economics with a business emphasis <strong>AND</strong> Master's in personnel management, public administration, or JD or LL.B. degree <strong>OR</strong> the equivalent.</td>
<td></td>
</tr>
<tr>
<td>CHST 2: Child Growth and Development</td>
<td>Master's in child development, early childhood education, human development, home economics/ family and consumer studies with a specialization in child development/early childhood education or educational psychology with a specialization in child development/early childhood education <strong>OR</strong> Bachelor's in any of the above <strong>AND</strong> Master's in social work, educational supervision, elementary education, special education, psychology, bilingual/bicultural education, life management/home economics, family life studies or family and consumer studies <strong>OR</strong> the equivalent.</td>
<td></td>
</tr>
<tr>
<td>CHST 63: Child, Family and Community</td>
<td>Master's in child development, early childhood education, human development, home economics/ family and consumer studies with a specialization in child development/early childhood education or educational psychology with a specialization in child development/early childhood education <strong>OR</strong> Bachelor's in any of the above <strong>AND</strong> Master's in social work, educational supervision, elementary education, special education, psychology, bilingual/bicultural education, life management/home economics, family life studies or family and consumer studies <strong>OR</strong> the equivalent.</td>
<td></td>
</tr>
<tr>
<td>COMM 1: Public Speaking</td>
<td>Master's in speech, speech broadcasting, telecommunications, rhetoric, communication, communication studies, speech communication or organizational communication <strong>OR</strong> Bachelor's in any of the above <strong>AND</strong> Master's in drama/theater arts, mass communication or English <strong>OR</strong> the equivalent.</td>
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</tr>
</tbody>
</table>

*Note: All referenced Sections from AB 288 (Education Code § 76004)*

8932985.1 WE100-500
<table>
<thead>
<tr>
<th>Course</th>
<th>Requirements</th>
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<tr>
<td>KINT 30: Introduction to Kinesiology</td>
<td>Master's degree in kinesiology, physical education, exercise science, education with an emphasis in physical education, kinesiology, physiology of exercise or adaptive physical education OR Bachelor's degree in any of the above AND Master's degree in any life science, dance, physiology, health education, recreation administration or physical therapy OR the equivalent.</td>
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<td>KINT 32: Introduction to Coaching Sport</td>
<td>Master's degree in kinesiology, physical education, exercise science, education with an emphasis in physical education, kinesiology, physiology of exercise or adaptive physical education OR Bachelor's degree in any of the above AND Master's degree in any life science, dance, physiology, health education, recreation administration or physical therapy OR the equivalent.</td>
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<td>KINT 38A: Sports Medicine</td>
<td>Master's degree in kinesiology, physical education, exercise science, education with an emphasis in physical education, kinesiology, physiology of exercise or adaptive physical education OR Bachelor's degree in any of the above AND Master's degree in any life science, dance, physiology, health education, recreation administration or physical therapy OR the equivalent.</td>
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<td>MATH 4A: Intermediate Calculus</td>
<td>Master's in mathematics or applied mathematics OR Bachelor's in either of the above AND Master's in statistics, physics or mathematics education OR the equivalent.</td>
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<td>MATH 105: Pre-Statistics</td>
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<td>MUSC 57: History and Culture</td>
<td>Master's in music OR Bachelor's in music AND Master's in humanities OR the</td>
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<td>PHIL 1: Introduction to</td>
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<td>Master's in sociology OR Bachelor's in sociology AND Master's in anthropology,</td>
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<td>any ethnic studies, social work or psychology OR the equivalent.</td>
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<td>THEA 44A: Makeup for Stage and</td>
<td>Master's or Master of Fine Arts in drama/theater arts/performance OR</td>
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<td>Master's in comparative literature, English, communication studies, speech,</td>
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<td>Master's in comparative literature, English, communication studies, speech,</td>
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<td>literature or humanities OR the equivalent.</td>
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7. BOOKS AND INSTRUCTIONAL MATERIALS

    a. The total cost of books and instructional materials for CUHSD students participating as part of this CCAP Agreement will be borne by CUHSD. The COLLEGE will make a good faith effort to only require a new edition of books and instructional materials every five years.

8. CCAP AGREEMENT DATA MATCH AND REPORTING

    a. WVMCCD and CUHSD shall ensure that operational protocols are in place to facilitate the collection of participating student data and the timely submission of the data for the purposes of reporting information to the office of the Chancellor of the California Community Colleges pursuant to Education Code section 76004 (t)(1).

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Note: All referenced Sections from AB 288 (Education Code § 76004)
8932985.1 WE100-500
9. PRIVACY OF STUDENT RECORDS AND SHARING

a. WVMCCD and CUHSD understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) and state law as set forth in Education Code sections 49064 and 49076. (20 U.S.C. § 1232g; 34 C.F.R. § 99.) WVMCCD and CUHSD agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Ed. Code §§ 49064, 49076.)

b. Limitation on Use. WVMCCD and CUHSD shall use each student education record that they may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with the authority to access that information pursuant to federal and state law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

c. Recordkeeping Requirements. WVMCCD and CUHSD shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth in section 99.32 of Title 34 of the Code of Federal Regulations § 99.32 and in Education Code section 49064 as applicable.

c. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on the CCAP Agreement, WVMCCD and CUHSD each hereby acknowledges that they been provided with the notice required under Title 34 of Code of Federal Regulation section 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent, guardian, or eligible student’s prior written consent.

10. FACILITIES USE

a. COLLEGE and CUHSD shall adhere to the terms outlined in Section 15 of this CCAP Agreement, entitled, “Facilities.”

b. WVMCCD, in its sole discretion and as indicated in section 15 of this CCAP Agreement, shall authorize access and use of the COLLEGE facilities as needed to further the purposes of this Agreement. CUHSD shall follow the procedures identified by the COLLEGE to use any such facilities.
SUBJECT: WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES ACCEPTANCE OF A $500,000 PLEDGE DONATION TO ESTABLISH THE FANG PEI PROMISE FUND WITH WEST VALLEY COLLEGE

CHANCELLOR’S RECOMMENDATION:
That the Board of Trustees authorize the West Valley-Mission Community College District (WVMCCD) Foundation and the District administration to accept a pledge donation from Ms. Fang Pei in the amount of $50,000 per year annually for ten years, totaling $500,000, to establish the Fang Pei Promise Fund with West Valley College and the WVMCCD Foundation.

Funding Source/Fiscal Impact
The Fund will be used to establish an annual scholarship at West Valley College as well as to provide support funds for the West Valley College Promise Program.

Reference(s)
Per BP 3820: “No officer, employee, or representative of the District is authorized to accept gifts, donations, or bequests in excess of $10,000.00 on behalf of the Board without prior approval of the Board or approval by the Board’s designee pending acceptance by the Board on its Regular Agenda.”

Background/Alternatives
In spring 2019, Ms. Fang Pei met with then West Valley College President Bradley Davis and expressed her desire to create the Fang Pei Promise Fund in order to provide resources to advance the mission of West Valley College. Ms. Pei ultimately pledged to commit $500,000 to the Fund, to be delivered in annual increments of $50,000 for ten years. On May 17, 2019, the Foundation received the first contribution of $50,000 and will continue to receive an additional $50,000 each year from 2020 through 2028.

Coordination
The establishment of the Promise Fund was coordinated between the donor, Chancellor Davis, Dean of Professional Studies Renee Paquier, and the West Valley College Office of Advancement.
Follow-up/Outcome
The Office of Advancement and the WVMCCD Foundation will disseminate the funds consistent with
the terms of the gift agreement.
ITEM 6.2  
SEPTEMBER 3, 2019  
ACTION ITEM

PREPARED BY: SEAN MCGOWAN & RYAN NG

REVIEWED BY: ALBERT M. MOORE

APPROVED BY: BRADLEY DAVIS

SUBJECT: ADMINISTRATIVE PERSONNEL TRANSACTIONS TO BE ACTED UPON BY THE BOARD OF TRUSTEES

CHANCELLOR'S RECOMMENDATION:
That the Board of Trustees, per Government Code section 54953(c)(3) and prior to taking final action, orally report a summary of all recommendations for final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of administrators, as defined in subdivision (d) of Section 3511.1, during the open meeting. Subsequent to the report, that the Board approve the following transactions.

I. Appointment(s)

   a. Susan Rittel, Director, Facilities Construction, West Valley-Mission Community College District, Range 22 ($11,228.50-$13,998.33/per month); effective September 9, 2019. Compensation paid in the form of fringe benefits shall be limited per the coverage selected ranging from $11,741-$28,270 on an annual basis.

   b. Chris Dyer, Dean, Instruction, West Valley College, Range 25 ($12,091.92-$15,074.75)/per month); effective September 4, 2019. Compensation paid in the form of fringe benefits shall be limited per the coverage selected ranging from $11,741-$28,270 on an annual basis.

II. Interim Appointment(s)

   a. Chris Dyer, Acting Dean, Instruction, West Valley College, Range 25 ($11,516.08-$14,356.92/per month); effective August 1, 2018, through August 11, 2019; extend through September 3, 2019. Compensation paid in the form of fringe benefits shall be limited per the coverage selected ranging from $11,741-$28,270 on an annual basis.
III. Temporary Assignment(s)

a. Mary Jane Conroy, Administrative Unit, from Program Director I, Student Programs, Range 15 ($9,446.17-$11,776.42/per month), to Acting Dean (Student Services), Range 25 ($12,091.92-$15,074.75/per month); effective September 4, 2019, through September 4, 2020. Compensation paid in the form of fringe benefits shall be limited by the coverage selected from $11,741-$28,270 on an annual basis.

b. Joe McDevitt, temporary 15% increase for additional duties assigned, Program Director I, Student Programs, Administrative Unit, Range 15 ($9,446.17-$11,776.42/per month); effective September 4, 2019, through December 31, 2019. Compensation paid in the form of fringe benefits shall be limited by the coverage selected from $11,741-$28,270 on an annual basis.

IV. Leave(s)

a. Matais Pouncil, Dean, Student Services, West Valley College, Range 25 ($12,091.92-$15,074.75/per month). Unpaid Leave; effective September 4, 2019, through September 1, 2020. Compensation paid in the form of fringe benefits shall be limited per the coverage selected ranging from $11,741-$28,270 on an annual basis.

Full Explanation of Transaction

I. Appointment(s)

a. Susan Rittel, Director, Facilities Construction, Administrative Unit, Range 22 ($11,228.50-$13,998.33/per month), Facilities, West Valley-Mission Community College District, 100% of full time, 12 months per year; effective September 9, 2019. Position ID# DAD019. Fund 430-GO Bonds Capital Project Fund. Compensation paid in the form of fringe benefits shall be limited per the coverage selected ranging from $11,741-$28,270 on an annual basis.

b. Chris Dyer, Dean, Instruction, Administrative Unit, Range 25 ($11,516.08-$14,356.92/per month), Instruction, West Valley College, 100% of full time, 12 months per year; effective September 4, 2019. Position ID# WAD007. Fund 110-General Fund. Compensation paid in the form of fringe benefits shall be limited per the coverage selected ranging from $11,741-$28,270 on an annual basis.

II. Interim Appointment(s)
a. Chris Dyer, Acting Dean, Administrative Unit, Range 25 ($11,516.08-$14,356.92/per month), Instruction, West Valley College, 100% of full time, 12 months per year; effective August 1, 2018, through August 11, 2019; extend through September 3, 2019. Position ID# WAD007. Fund 110-General Fund. Compensation paid in the form of fringe benefits shall be limited per the coverage selected ranging from $11,741-$28,270 on an annual basis.

III. Temporary Assignment(s)

a. Mary Jane Conroy, Administrative Unit, from Program Director I, Student Programs, Range 15 ($9,446.17-$11,776.42/per month), Contract Education, West Valley College, 100% of full time, 12 months per year, to Acting Dean (Student Services), Range 25 ($12,091.92-$15,074.75/per month), Student Services, West Valley College, 100% of full time, 12 months per year; effective September 4, 2019, through September 4, 2020. From position ID# WAD012 to WAD009. Fund 110000-General Fund (0.75) and Fund 133005-SEAP Student Equity (0.25). Compensation paid in the form of fringe benefits shall be limited by the coverage selected from $11,741-$28,270 on an annual basis. Rationale: Serve as Acting Dean of Student Services, while current incumbent is on leave.

b. Joe McDevitt, temporary 15% increase for additional duties assigned, Program Director I, Student Programs, Administrative Unit, Range 15 ($9,446.17-$11,776.42/per month), Outreach, West Valley College, 100% of full time, 12 months per year; effective September 4, 2019, through December 31, 2019. Position ID# WAD025. Fund 134030-Veterans Resource Center. Compensation paid in the form of fringe benefits shall be limited by the coverage selected from $11,741-$28,270 on an annual basis. Rationale: Oversee new Welcome Center operations and WVC Call Center. Serve as director for Veterans grant.

IV. Leave(s)

a. Matais Pouncil, Dean, Student Services, West Valley College, Range 25 ($12,091.92-$15,074.75/per month), Student Services, West Valley College, 100% of full time, 12 months per year. Unpaid Leave for skill development; effective September 4, 2019, through September 1, 2020. Position ID# WAD009. Fund 110000 – General Fund (0.20) and Fund 130004 – Title IV-E Fund (0.80). Compensation paid in the form of fringe benefits shall be limited per the coverage selected ranging from $11,741-$28,270 on an annual basis.
SUBJECT: RATIFICATION OF THE TENTATIVE AGREEMENT BETWEEN THE WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT (DISTRICT) AND THE WEST VALLEY-MISSION FEDERATION OF TEACHERS/AMERICAN FEDERATION OF TEACHERS, LOCAL 6554 (WVMFT) REGARDING REOPENER NEGOTIATIONS

CHANCELLOR’S RECOMMENDATION:
That the Board of Trustees approve the proposed tentative agreement with the West Valley-Mission Federation of Teachers/American Federation of Teachers, Local 6554 (WVMFT) as presented at the September 3, 2019, meeting.

Funding Source/Fiscal Impact
The 2019-2020 Tentative Budget includes funding for expenditures for the WVMFT as provided in the proposed agreement.

Reference(s)

Background/Alternatives
The WVMFT and Districtsunshined reopener articles and, subsequently, the Board held public hearings on the proposals on June 4 and July 23, 2019. The District and WVMFT entered into reopener negotiations in June 2019.

Summary of the proposed agreement:

- Article 13 – Compensation
  - 13.1.b: For 2019-20, agreed to a 5% salary schedule increase to be effective for the first pay period following Board approval, with the pay increase reflected in the
October 2019 payroll and the increase for September paid in the November 2019 paycheck. For academic year 2020-21, agreed to a 5% salary schedule increase to be effective the first pay period of fall semester.

✓ 13.1.c: Agreed that in lieu of commencing successor contract negotiations in 2019-20, during the 2019-20 academic year, neither the District nor WVMFT shall seek to open or negotiate any provision of the parties’ Collective Bargaining Agreement, including but not limited to compensation and benefits. In lieu of conducting contract negotiations during the 2019-20 academic year, the District and WVMFT shall engage in interest based bargaining (“IBB”) training. The District and WVMFT shall each appoint bargaining teams, as they would for bargaining, but the teams shall devote their time to IBB training instead of negotiations. The District shall provide WVMFT bargaining team members with release time on the same terms as if the parties were engaged in contract negotiations. Training shall be arranged through the State Mediation and Conciliation Service, if available. If not, the parties shall mutually agree on an alternate, outside trainer with the requisite expertise. The District and WVMFT shall share the costs of training (if any)—75% by the District, 25% by WVMFT.

- **Article 14 – Fringe Benefits**

  ✓ No changes.

- **Article 16 – Calendar**

  ✓ 16.3: Clarified that full-time faculty may utilize alternative activities to fulfill their obligation for flex days by application to the Division Dean one week prior to the flex days for the relevant semester. Clarified that there is no obligation for associate faculty to attend flex day activities. For associates who do attend flex day activities, up to three hours will be paid at $50/hour for attendance each semester.

  ✓ 16.4: Agreed to Academic Calendars for 2020-21 and 2021-22.

  ✓ 16.5: Agreed that the Calendar Advisory Committee may make recommendations for academic calendars as far in advance as possible.

- **Article 17 – Load**
17.2: Agreed that in the first semester that is up for scheduling following approval of the collective bargaining agreement, all English composition courses requiring recursive writing assignments totaling at least 6000 words shall be 12-hour based (or .0833 Load/Unit), and that all Health Occupation Regular/Contract Instructors shall have an 11 month contract.

17.4 (New): Added language establishing compensation for large classes, providing for additional compensation, for designated and approved course sections with an enrollment cap in excess of 50 students to be loaded at 1.5 or 2 times the standard load.

17.5.1: Clarified language on the options available to make up involuntary underloads.

17.6: Changed the name of the Load Committee to the Load & Enrollment Cap Committee, adding enrollment caps to its purview. The criteria now include: that an analysis of the load and enrollment cap of similar disciplines shall be considered as will the reasonable workload required to satisfy expected pedagogical standards. For the initial implementation of enrollment cap decisions, the Committee will, in collaboration with discipline faculty and division deans, audit and set the enrollment cap for the different, existing broad classifications of course types and will apply those standards as new courses are approved through the curriculum process as well as setting the initial enrollment caps for transfer level English at 25 students and identifying that it is at the discretion of faculty to add additional students.

- **Article 19 – WSCH/FTE Performance Goals**

  19.4: Eliminated the College Performance Goals Committee and replaced the language on planning and monitoring with the stated recognition that faculty have valuable knowledge and expertise in the areas of FTES enrollment, FTEF utilization, and efficiency goals, and as such, the purview of the Division Council at each College shall be expanded to include these areas.

- **Article 35 – Conference Leave**

  35.1: Established that funding allocated per the article will be for full-time and associate members, for conferences, professional meetings, and other activities designed to improve the professional competencies of the members. Funding will be approved by a Conference Leave Committee, established at each college.
and composed of two faculty (one selected by the Academic Senate and the other selected by the WVMFT), and one administrator (selected by the college president). Clarified that all travel and conference attendance associated with the article must comply with AP 6311 and AP 7400 and that leaves granted under the article are considered to be paid leaves.

✓ 35.2: Agreed that the District will allocate $250,000 per academic year divided among each college on a prorated basis according to the relative number of full-time faculty at each; that any conference funds not used during the year shall not roll-over to the next academic year; that conference funds currently available as of the end of the 2018-2019 academic year shall be retained in their respective accounts; that availability of those (legacy) funds to the departments or faculty to which they are allocated shall be retained for the duration of the 2019-2020 academic year for any and all approved conference leaves; and that legacy funds shall be eliminated on the first day of instruction in the fall 2021 semester.

✓ 35.3: Revised the language on conference leave reimbursement of expenses to address applying for, receiving, and accounting for the use of, conference funds; and the role of the Conference Leave Committee in said process.

• Article 45 – Grievance Procedures

✓ Agreed to continue with Level IV being heard by the Board of Trustees.

• Article 101 – Associate Member Compensation

✓ 101.1: Agreed to remove the following language from the contract as the parties agreed the cost would NOT be deducted: “The wage enhancements resulting from this column movement shall be paid out of any wage increase negotiated for the 2019-2020 fiscal year.”

✓ 101.1: For 2019-20, agreed to an upward adjustment to parity from 77 to 78%, including any negotiated salary increase of the Full-time Academic Salary Schedule, to be effective for the first pay period following Board approval, with the parity and pay increase reflected in the October 2019 payroll and the increase for September paid in the November 2019 paycheck. The parties further agreed that: “Effective the first pay period for fall semester 2020, the Associate Faculty Salary Schedule will be adjusted to reflect the negotiated salary increase on the Full-time Academic Salary Schedule for 2020-21.”
101.3.2: Parties agreed that, as specified above, parity will be increased from 77% to 78%.

- **Article 102 – Associate Member Fringe Benefits**

  102.2: (Program Requirements) Agreed to implement a change in the amount available for reimbursement each semester as follows: “At the end of each semester, each eligible member shall receive reimbursement for either (1) the amount of premium representing six months of coverage; or (2) $2000 whichever is less. If the amount available for reimbursement of paid premiums ($135,000 per six months) is not sufficient to meet all the submitted claims, each eligible claimant shall receive an equal prorated share of the $135,000.

  102.4 (New): The parties agreed that the District will send to WVMFT a comprehensive breakdown of healthcare reimbursement disbursements to members simultaneous with the submission of the list of reimbursements to the District Finance Office.

**Coordination**

The Associate Vice Chancellor of Human Resources (HR) and the negotiations team: Vice Chancellor of Administrative Services, MC Vice President of Instruction, WVC Vice President of Administrative Services, WVC Vice President of Instruction, Executive Assistant to the Associate Vice Chancellor (HR), and legal counsel, worked with WVMFT to achieve this tentative agreement. WVMFT leadership informed the District that the membership had approved the contract in August 2019.

As the 2019-20 and 2020-21 salary schedule and parity increases will be on-going, the HR staff will update the WVMFT Salary Schedules (6.3 Attachments A and B) to reflect the agreed-upon increases and will ensure the contract is updated to include all new language.

**Follow-up/Outcome**

Human Resources will coordinate with the WVMFT, Payroll, and District and College management to implement and administer all provisions of the agreement.
**Human Resources Department**

WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue, Saratoga, CA  95070

2019-2020 ACADEMIC SALARY SCHEDULE

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1. Salary reflects traditional 10 month assignment.
2. Column A represents 3.5% greater than the previous step.
3. Columns B-E are 3.75% greater than the previous column; Column F is 2% greater than Column E.
4. Dollar ($) amounts are rounded to the nearest dollar.

HR/ras/08.19.19
Human Resources Department  
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT  
14000 Fruitvale Avenue, Saratoga, CA 95070

2019-2020 ASSOCIATE FACULTY SALARY SCHEDULE (SCHEDULE A)  
(INSTRUCTIONAL - LOAD BASED)

*Instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on this schedule or may choose to bank the overload.*

<table>
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<tr>
<th>Step</th>
<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
<th>Column D</th>
<th>Column E</th>
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<td>MA; BA + 30; AA + 90</td>
<td>MA + 15; BA + 45</td>
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1. Salary based on 1.0 load (one semester).
2. Includes office hours of thirty (30) minutes per section and participation in associate faculty orientation.
3. Step 1 reflects 78% of the FT Academic Salary Schedule columns.
4. Each step (2-21) is 3.5% greater than the previous step.
SCHEDULE C - COLUMN A

Human Resources Department
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue, Saratoga, CA  95070

2019-2020 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

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<tr>
<th>STEP</th>
<th>Lecture 16.4</th>
<th>Lab 19.7</th>
<th>Lab 21.9</th>
<th>Lab 23</th>
<th>Lab 26.3</th>
<th>Non-Instructional¹</th>
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¹ For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
SCHEDULE C - COLUMN B

Human Resources Department
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue, Saratoga, CA 95070

2019-2020 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

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<tr>
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1 For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
SCHEDULE C - COLUMN C

Human Resources Department
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue, Saratoga, CA 95070

2019-2020 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

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HOURLY RATES

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1 For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
SCHEDULE C - COLUMN D

Human Resources Department
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue, Saratoga, CA 95070

2019-2020 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

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HOURLY RATES

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1 For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
**SCHEDULE C - COLUMN E**

Human Resources Department  
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT  
14000 Fruitvale Avenue, Saratoga, CA  95070

2019-2020 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

**HOURLY RATES**

<table>
<thead>
<tr>
<th>STEP</th>
<th>Lecture 16.4</th>
<th>Lab 19.7</th>
<th>Lab 21.9</th>
<th>Lab 23</th>
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1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)

HR/ras/08.19.19

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**SCHEDULE C - COLUMN F**

Human Resources Department
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue, Saratoga, CA 95070

**2019-2020 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE**

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

**HOURLY RATES**

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<thead>
<tr>
<th>STEP</th>
<th>Lecture 16.4</th>
<th>Lab 19.7</th>
<th>Lab 21.9</th>
<th>Lab 23</th>
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¹ For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
### 2020-2021 ACADEMIC SALARY SCHEDULE

<table>
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<tr>
<th>Step</th>
<th>Column A (AA + required Experience (6 yrs.))</th>
<th>Column B (MA; BA + 30; AA + 90)</th>
<th>Column C (MA + 15; BA + 45)</th>
<th>Column D (MA + 30; BA + 60)</th>
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1. Salary reflects traditional 10 month assignment.
2. Column A represents 3.5% greater than the previous step.
3. Columns B-E are 3.75% greater than the previous column; Column F is 2% greater than Column E.
4. Dollar ($) amounts are rounded to the nearest dollar.

HR/ras/08.19.19
**2020-2021 ASSOCIATE FACULTY SALARY SCHEDULE (SCHEDULE A)**

*(INSTRUCTIONAL - LOAD BASED)*

Instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on this schedule or may choose to bank the overload.

<table>
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<tr>
<th>Step</th>
<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
<th>Column D</th>
<th>Column E</th>
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<td>MA + 15; BA + 45</td>
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1. Salary based on 1.0 load (one semester).
2. Includes office hours of thirty (30) minutes per section and participation in associate faculty orientation.
3. Step 1 reflects 78% of the FT Academic Salary Schedule columns.
4. Each step (2-21) is 3.5% greater than the previous step.
SCHEDULE C - COLUMN A

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

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<tr>
<th>STEP</th>
<th>Lecture 16.4</th>
<th>Lab 19.7</th>
<th>Lab 21.9</th>
<th>Lab 23</th>
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¹ For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
# SCHEDULE C - COLUMN B

Human Resources Department  
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT  
14000 Fruitvale Avenue, Saratoga, CA 95070

2020-2021 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

## HOURLY RATES

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¹ For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty).
## SCHEDULE C - COLUMN C

Human Resources Department  
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT  
14000 Fruitvale Avenue, Saratoga, CA  95070

### 2020-2021 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

### HOURLY RATES

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<sup>1</sup> For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
SCHEDULE C - COLUMN D

Human Resources Department
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue, Saratoga, CA 95070

2020-2021 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

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1 For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
SCHEDULE C - COLUMN E

Human Resources Department
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue, Saratoga, CA 95070

2020-2021 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

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¹ For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
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4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
SCHEDULE C - COLUMN F

Human Resources Department
WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue, Saratoga, CA 95070

2020-2021 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

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</table>

1 For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)

HR/ras/08.19.19
SUBJECT: PUBLIC OPPORTUNITY FOR COMMENT AND ADOPTION OF WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT INITIAL PROPOSALS TO THE WEST VALLEY-MISSION POLICE OFFICERS ASSOCIATION (POA) - PORAC REGION 1

CHANCELLOR’S RECOMMENDATION:
That the Board of Trustees hear public comment on the proposals, close the public comment period, and adopt the proposals.

Funding Source/Fiscal Impact
N/A

Reference(s)
Government Code Section 3547 requires that all initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public record.

Background/Alternatives
District proposals to the Police Officers Association (POA) were presented to the public at the August 6, 2019, Board of Trustees meeting.

Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed, and the public has the opportunity to express itself regarding the proposal at a meeting of the public school employer. The public’s opportunity to express itself is during the public comment period preceding the Board’s consideration of this item at the September 3, 2019, Board meeting.

Coordination
After the public has had the opportunity to express itself, the public school employer shall, at a meeting that is open to the public, adopt its initial proposals. The Board is, therefore, requested to adopt the initial proposals so that negotiations may take place.

Follow-up/Outcome
No further action is necessary. Reopener negotiations will proceed.
SUBJECT: AGREEMENT WITH FORTY NINERS STADIUM MANAGEMENT COMPANY LLC FOR FACILITY USE

CHANCELLOR’S RECOMMENDATION:
That the Board of Trustees authorize the administration to license the use of Mission College parking lots A, B, C & D, as well as an area of land immediately adjacent to lot D not to exceed 2000 square feet, to the Forty Niners Stadium Management Company LLC (Stadium Manager), beginning September 4, 2019, through June 30, 2021.

Funding Source/Fiscal Impact
For each NFL game that Stadium Manager utilizes the parking facilities for stadium patron parking, the District will receive 70% of the net revenue from parking fees collected from patrons of the parking facilities, with a minimum payment of $8000 per NFL game regardless of total parking fees collected.

For each non-NFL stadium event that the Stadium Manager utilizes the parking facilities for stadium patron parking, the District will receive 70% of the total net revenue from parking fees collected from patrons of the parking facilities, with a minimum payment of $3000 per non-NFL event regardless of total parking fees collected. Stadium Management will establish the parking rate for non-NFL events on a case by case basis.

For each instance that Stadium Manager utilizes the parking facility for stadium employee parking, the District will receive $6 per vehicle parked with a minimum payment of $3000.

In the event that Stadium Manager requests the use of the parking facility for a game or event, receives permission from the District to use the parking facility, and Stadium Manager subsequently cancels the use of the parking facility, Stadium Manager will pay the District $2000.

The District will also receive reimbursement for costs expended to provide the facilities to Stadium Management during the event and to return the property to its pre-event condition.
Reference(s)
The parking agreement grants to the Stadium Manager a non-exclusive license to use District real property for a specific limited duration and for specific purposes.

The underlying authority to license use of District real property is codified in the general authority of the District under Education Code 81600: The governing board of a community college district shall manage and control property within its district.

Background/Alternatives
The District has previously granted Stadium Manager a license to use the parking facility and Stadium Manager’s previous use of the parking facility has been without issue.

Upon approval, Stadium Manager will use the parking facility for the purpose of parking vehicles associated with events at the stadium, and for tailgating activities including cooking, grilling, listening to music, and the consumption of food and beverages, including alcohol. However, in parking lots that have solar panels, Stadium Management shall prohibit cooking and grilling, open flames, ball playing, or any other activities deemed potentially damaging to the solar panels in that lot. The designated parcel of land immediately adjacent to Lot D may be used to construct a fenced enclosure, at Stadium Management’s cost, to allow for onsite storage of equipment related to the operation of the parking facility during event use.

Stadium Manager shall be permitted to use the facility not more than twelve times per year for NFL games scheduled on Sundays between August 1 and January 31st. Each year, the District shall place tentative holds on the parking facility on all Sundays during this period. On or before May 31st of each year, Stadium Manager shall provide the District with the regular season NFL schedule specifying the Sunday dates that the parking facility is to be used, at which time the holds will be removed from all other dates in August through December. Holds shall remain on all Sundays in January until the playoff schedule is announced in December.

Stadium Manager shall be permitted to request up to ten additional weekday or Saturday dates per year for NFL games and up to twelve dates per year for non-NFL events. All weekday or Saturday NFL games, and all non-NFL events, are subject to approval on a case by case basis and are not guaranteed by this agreement.

Coordination
The Vice Chancellor of Administrative Services, Mission College President, Mission College Vice President of Administrative Services, and Stadium Management will schedule use of Mission College parking lots A, B, C and D for community use while also mitigating impacts to students, programs, or college activities during the term of this agreement.
Follow-up/Outcome
Upon Board approval, the signed and executed agreement will be routed to the Vice Chancellor’s Office. The use of the facilities will be monitored by the District’s Manager of Parking and Traffic Operations in conjunction with the Office of the Vice Chancellor to ensure compliance with the agreement terms. The Mission College Vice President of Administrative Services, in coordination with District Parking Services, shall ensure that the licensed facilities are made available for use by the permit holder, and provided in clean useable condition, as specified by this agreement.
SUBJECT: RESOLUTION NO. 19090301 TO ESTABLISH THE 2019-2020 APPROPRIATIONS LIMIT

CHANCELLOR’S RECOMMENDATION:
That the Board of Trustees adopt Resolution No. 19090301 to establish the 2019-2020 appropriations limit at $197,129,757.

Funding Source/Fiscal Impact
Prior to adoption of its final budget, each state governmental entity must calculate its appropriations limit. The limit that was first calculated in 1979 may be modified each year by a factor composed of a change in student population (FTES) and the lesser of the change in the Consumer Price Index or California per capita income.

Although the state is approaching its Gann Limit, few school districts or community colleges have approached theirs. West Valley-Mission CCD’s appropriations limit, as calculated according to the provisions of Article XIII-B, is much larger than the District’s actual appropriations.

The District’s 2019-2020 appropriations subject to limitation is $130,706,089. The District’s 2019-2020 appropriations limit, based on population growth, has been determined to be $197,129,757 (worksheet attached).

Reference(s)
Article XIII-B of the California Constitution, commonly referred to as the Gann Limit, was approved by the voters in 1979.

Proposition 4 was passed by the voters of the state of California in November of 1979. Later, implementing legislation in the form of SB 1352 was passed in the California legislature and signed by the Governor. SB 1352 requires the following:

“Government Code Section 7910: Each year the governing board of each local jurisdiction shall by resolution establish its appropriations limit for the following fiscal year pursuant to Article XIII-B at a regularly scheduled meeting or at a special meeting. Fifteen (15) days prior to such meeting,
documentation used in the determination of the appropriations limit shall be available to the public. The determination of the appropriations limit is a legislative act.”

**Background/Alternatives**
In accordance with the provisions of Government Code Section 7910, any action to set aside or annul the establishment of the appropriations limit must be filed with the State Chancellor within forty-five (45) days of the adoption of the resolution.

**Coordination**
According to law, the “documentation used in the determination of such limit shall be made available to the public fifteen (15) days prior to the actual adoption of such resolution.” In compliance with the requirement, the documentation was made available to the public on August 19, 2019.

**Follow-up/Outcomes**
Upon Board approval, the Gann Limit information will be reported on the CCSF-311 Report, which is due on or before October 10, 2019.
RESOLUTION NO. 19090301

RESOLVED, that the Board of Trustees of the West Valley-Mission Community College District, in compliance with Article XIII-B of the California State Constitution and California Government Code, Sections 7900-7913, establishes its 2019-2020 fiscal appropriations limit at $197,129,757;

RESOLVED, that the actual appropriations for the 2019-2020 fiscal year will not exceed this limit; and

BE IT FURTHER RESOLVED, that any action to set aside or annul this action, pursuant to Government Code Section 7910, shall be filed with the State Chancellor within forty-five (45) days of the adoption of this resolution.

Passed, approved, and adopted this 3rd day of September, 2019.

AYES: 
NOES: 
ABSENT: 
ABSTENTIONS: 

______________________________
President, Board of Trustees

Attest:

______________________________
Secretary, Board of Trustees
### I. 2019-20 Appropriations Limit:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>A. 2018-19 Appropriations Limit</td>
<td>$215,755,427</td>
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<tr>
<td>B. 2019-20 Price Factor:</td>
<td>1.0385</td>
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<tr>
<td>C. Population factor:</td>
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</tr>
<tr>
<td>1. 2017-18 Second Period Actual FTES</td>
<td>12,751.5500</td>
</tr>
<tr>
<td>2. 2018-19 Second Period Actual FTES</td>
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<tr>
<td>3. 2019-20 Population change factor</td>
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<td>(line C.2. divided by line C.1.)</td>
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<tr>
<td>D. 2018-19 Limit adjusted by inflation and population factors</td>
<td>$197,129,757</td>
</tr>
<tr>
<td>(line A multiplied by line B and line C.3.)</td>
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<tr>
<td>E. Adjustments to increase limit:</td>
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</tr>
<tr>
<td>1. Transfers in of financial responsibility</td>
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<tr>
<td>2. Temporary voter approved increases</td>
<td>-</td>
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<tr>
<td>3. Total adjustments - increase</td>
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<tr>
<td>F. Adjustments to decrease limit:</td>
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<tr>
<td>1. Transfers out of financial responsibility</td>
<td>-</td>
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<tr>
<td>2. Temporary voter approved increases</td>
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<tr>
<td>3. Total adjustments - decrease</td>
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<td>G. 2019-20 Appropriations Limit</td>
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### II. 2019-20 Appropriations Subject to Limit:

<table>
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<td>A. State Aid¹</td>
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<td>B. State Subventions²</td>
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<td>C. Local Property taxes</td>
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<td>D. Estimated excess Debt Service taxes</td>
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<tr>
<td>E. Estimated Parcel taxes, Square Foot taxes, etc.</td>
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<tr>
<td>F. Interest on proceeds of taxes</td>
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</tr>
<tr>
<td>G. Less: Costs for Unreimbursed Mandates³</td>
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</tr>
<tr>
<td>H. 2019-20 Appropriations Subject to Limit</td>
<td>$130,706,089</td>
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</tbody>
</table>

1 General Apportionment, Apprenticeship Allowance, Prop 55 Education Protection Account tax revenue
2 Home Owners Property Tax Relief, Timber Yield Tax, etc...
3 Local Appropriations for Unreimbursed State, Court, and Federal Mandates
SUBJECT: 2019/2020 FINAL BUDGET

CHANCELLOR'S RECOMMENDATION:
1. That the Board of Trustees conduct a Public Hearing on September 3, 2019, as part of consideration of this item in order to receive comments on the Final Budget, and

2. That the Board of Trustees adopt the FY 2019/2020 Final Budget.

Funding Source/Fiscal Impact
The Final Budget serves as the District’s financial plan for FY 19/20 and serves as the authorization to expend funds as recorded in the budget.

Reference(s)
California Code of Regulations, Title 5, Section 58305 requires that each community college district adopt a final budget by September 15 of each year.

Background/Alternatives
In accordance with Title 5, Section 58301, a Public Notice was placed in a newspaper of general circulation to announce that the Public Hearing on the District’s FY 19/20 Final Budget would be held on September 3, 2019, at 7:00 p.m. in the Board Room at West Valley College. The Public Notice also announced that the Final Budget was available for inspection at the following libraries in the District’s service territory:

West Valley College Library
Mission College Library
Campbell Library
Saratoga Community Library
Santa Clara Library
San Jose - West Valley Branch Library

Significant assumptions and information about the State Budget, which will affect the District’s final budget, follow.

Revenue projections for the Unrestricted and Restricted General Funds include the following:
• State Lottery revenue is projected to be $136/FTES (unrestricted) and $48/FTES (restricted)
• Twenty-five percent of total ground lease revenues of the Mission-West Valley Land Corporation is divided between two funds, of which 10% is allocated to Fund 110 – Unrestricted General Fund, and 15% is allocated to Fund 136 – Restricted General Fund
• Mandated Cost revenue is projected to be $28/FTES
• Prop 30 Education Protection Act (EPA) revenue is projected to be $100/FTES
• Student Enrollment Fees at the same level as FY 18/19
• Secure property tax increase by 6% (includes one-time RDA money from sale of properties from Santa Clara)
• State apportionment (entitlement) calculated based on hold harmless provision (FY 18/19 TCR, plus 3.26% COLA)

Expenditure assumptions for the Unrestricted and Restricted General Funds include the following:
• 5% salary enhancement
• Retired health benefits fully funded
• PERS mandatory benefit rate increased from 18.06% to 19.92%
• STRS mandatory benefit rate increased from 16.28% to 17.10%
• Unemployment insurance rate remained constant at 0.050%
• Workers’ Compensation rate decreased from 1.36% to 1.19%

For the Unrestricted General Fund, the budget is balanced. Key components include:
• Use of community support funds
• Maintain 520 weekly student contact hours (WSCH) efficiency
• Target FTES of 13,000
• Maximum contribution to health benefits – $11,741 for single, $22,072 for two party, and $28,270 for family

For the Restricted General Fund, the categorical program funding will be adjusted for known amounts. The majority of the programs will remain the same as the FY 18/19 budget. Adjustments to the budget will be made in late October after the funds have been allocated by the state.

Coordination
This item was coordinated with the Audit and Budget Oversight Committee, District Council, the Executive Management Team (EMT), and the Budget Office.

Follow-up/Outcome
A copy of the Final Budget for FY 2019/2020 will be forwarded to the State Chancellor’s office upon Board approval.