



NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AGENDA OF REGULAR MEETING OF THE BOARD OF TRUSTEES

MEETING: Regular Meeting in April 2019

DATE: Tuesday, April 23, 2019, at 5:30 p.m.

PLACE: Anaheim Campus Board Room
1830 W. Romneya Drive, Anaheim, CA 92801

Welcome to this meeting of the North Orange County Community College District Board of Trustees. If you wish to address the Board, please complete a yellow card entitled, "Request to Address Board of Trustees" and submit it to the Board's Recording Secretary. These cards are available at the podium outside the Board Room.

Members of the public may address the Board regarding items on the agenda as these items are taken up by the Board, according to the rules of the Board. Members of the public wishing to address matters not on the agenda will be invited to do so under "Comments: Members of the Audience" at the beginning of the meeting. The Board reserves the right to change the order of the agenda items as the need arises.

AGENDA:

1. a. **Pledge of Allegiance to the Flag**
- b. **Board of Trustees Roll Call**
- c. **Comments: Members of the Audience:** Members of the public may address the Board regarding items on the Agenda as such items are taken up, subject to regulations of the Board. All Board meetings, excluding closed sessions, shall be electronically recorded.
- d. **Consider Non-Personnel block-vote items indicated by [] in Sections 3 & 4**
- e. **Consider Personnel block-vote items indicated by [] in Section 5**
Agenda items designated as block-vote items with [] are considered by the Board of Trustees to either be routine or sufficiently supported by back-up information so that additional discussion is not required. Therefore, there will be no separate discussion on these items before the Board votes on them. Block vote items will be enacted by one motion.

An exception to this procedure may occur if a Board member requests a specific item be removed from block-vote consideration for separate discussion and a separate vote. Members of the public completing a card entitled, "Request to Address Board of Trustees" on an item removed from block-vote consideration will be heard prior to the Board's vote on that item.

Public records related to the public session agenda, that are distributed to the Board of Trustees less than 72 hours before a regular meeting, may be inspected by the public at the Chancellor's Office, 1830 W. Romneya Drive, Anaheim, CA 92801, during regular business hours (8:00 a.m. to 5:00 p.m.).

- f. **Reports:**
 - Chancellor**
 - * **Recognize Faculty Achieving Tenure**
 - * **"Enhancing the Student Experience at Cypress College"**
By: Gisela Verduzco, Allan Abutin, Cindy Shrout, Sarah Coburn, and Amy Ward
 - * **"Fullerton College Biotechnology"**
By: Spiros Dimitratos, Kim Rosales, and Jo Wu

* **“Community Service: LEAP into a Bright Future”**

By: Dennis Davino and Ty Thomas-Volcy

- g. **Comments:**
Resource Table Personnel
Members of the Board of Trustees

2. a. **Approval of Minutes of the Regular Meeting of April 9, 2019.**

- b. **CLOSED SESSION: Per the following sections of the Government Code:**
Per Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR IRMA RAMOS, VICE CHANCELLOR, HUMAN RESOURCES: Employee Organizations: United Faculty/CCA/CTA/NEA, Adjunct Faculty United Local 6106, CSEA Chapter #167, and Unrepresented Employees.

Per Section 54957: PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE.

Per Government Code Section 54957.5: PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CHANCELLOR

3. **FINANCE & FACILITIES**

- a. It is recommended that the Board adopt Resolution No. 18/19-18, authorizing the issuance of North Orange County Community College District (Orange and Los Angeles Counties, California) election of 2014 General Obligation Bonds, Series B, and Actions related thereto. **(The Resolution is available for review in the District’s Business Office.)**
- [b] Authorization is requested to enter into an agreement with Cambridge West for the preparation of one Final Projects Proposals (FPP) for the Fullerton College Music Drama Complex for a not-to-exceed amount of \$87,500 from April 17, 2019, and is retroactive, and runs through May 31, 2020.
- [c] Authorization is requested to amend the existing Commissioning Services Agreement with Enovity for the Fullerton College new Instructional Building and Central Plant to reflect an increase of \$15,200, for a total of \$125,778, effective through December 31, 2023.
- [d] Authorization is requested to amend the existing Cost Estimating Agreement with O’Connor Construction Management for the Fullerton College new Instructional Building and Central Plant to reflect an increase of \$7,000, for a total of \$159,000, effective through December 31, 2023.
- [e] Authorization is requested for Fullerton College to accept donations to its divisions, departments, and programs.
- [f] Authorization is requested to enter into an agreement with Stamats, Inc. in the amount of not to exceed \$249,975 for services and development and implementation of a website redesign for NOCE from May 1, 2019 through December 31, 2020.

- [g] Authorization is requested to enter into an agreement with Brailsford & Dunlavey, Inc. in the amount of \$717,790 to assist the District in preparing a ten (10) year Educational and Facilities Master Plan (EFMP) for 2021-2030. The project will begin on May 1, 2019 and end on October 31, 2020.
- [h] Authorization is requested to continue the master agreement with Strata Information Group based on mutually agreed-upon hourly rate of \$160 with an estimated increase of \$5 per hour annually. The agreement will continue through June 30, 2024.

4. **INSTRUCTIONAL RESOURCES**

- [a] It is recommended that the Board ratify the amendment of the 2018-19 NOCCCD and Placentia Yorba Linda Unified School District (PYLUSD) College and Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement.
- b. It is recommended that the Board review and discuss the 2019-2020 Fullerton College and Whittier Union School District College and Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement.
- c. It is recommended that the Board receive as information the Cypress College and Fullerton College local goals in alignment with the *Vision for Success*.

5. **HUMAN RESOURCES**

- [a] Request approval of the following items concerning academic personnel:

Temporary Management Contract
 Temporary Reassignment
 Extension of Temporary Management Contract
 Additional Duty Days @ Per Diem
 Payment for Independent Learning Contracts Spring 2019
 Leaves of Absence
 Temporary Academic Hourly

- [b] Request approval of the following items concerning classified personnel:

Resignation
 New Personnel
 Promotion
 Voluntary Changes in Assignment
 Professional Growth & Development
 Stipend for Additional Management Duties
 Leaves of Absence
 Correction to Board Agenda – Resignation

- [c] Request approval of Professional Experts.

- [d] Request approval of short-term, tutors, interpreters and readers, professional medical employees, work-study/work experience, full-time students, and substitute (hourly) personnel.

[e] Request approval of Volunteers.

6. **GENERAL**

- a. It is recommended that the Board receive as information the revised Administrative Procedures in Chapters 2 and 7.
- b. It is recommended that the Board receive as a first reading the proposed, revised Board Policies in Chapters 2.
- c. It is recommended that the Board discuss any potential future agenda items.

It is the intention of the North Orange County Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance, the North Orange County Community College District will attempt to accommodate you in every reasonable manner. Please contact the Chancellor's Office, at (714) 808-4797, at least 48 hours prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO:	BOARD OF TRUSTEES	Action	<u>X</u>
DATE:	April 23, 2019	Resolution	<u>X</u>
SUBJECT:	Resolution No. 18/19-18, authorizing the Issuance of North Orange County Community College District (Orange and Los Angeles Counties, California) Election of 2014 General Obligation Bonds, Series B, and Actions Related thereto	Information	<u> </u>
		Enclosure(s)	<u> </u>

BACKGROUND: An election was held in the North Orange County Community College District on November 4, 2014 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$574,000,000 (the "Measure J"). The District now desires to issue its second series of bonds under Measure J in an amount not-to-exceed \$150,000,000 (the "Bonds"). The Bonds are being authorized for sale for the purpose of providing funds to finance projects approved by Measure J and to pay the costs of issuing the Bonds.

- (a) Bond Resolution. This Resolution authorizes the issuance of Bonds, specifies the basic terms, parameters and forms of the Bonds, and approves the form of Purchase Contract and form of Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate initial principal amount of the Bonds to be issued (\$150,000,000). Section 4 of the Resolution states the maximum underwriters' discount (0.255%) with respect to the Bonds, the maximum legal interest rate on the Bonds, and authorizes the Bonds to be sold at a negotiated sale to Morgan Stanley & Co. LLC, as representative on behalf of itself and Piper Jaffray & Co., as the underwriters (the "Underwriters"). The Resolution authorizes the issuance of current interest bonds only; capital appreciation bonds are not authorized.
- (b) Form of Purchase Contract. The Resolution approves the form of the Purchase Contract. Pursuant to the Purchase Contract, the Underwriters will agree to buy the Bonds from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Bonds, the final execution copy of the Purchase Contract will be prepared following this form.
- (c) Form of Preliminary Official Statement. The Resolution approves the form of the Preliminary Official Statement. The Preliminary Official Statement (the "POS") is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the ad valorem property tax levy), (v) information with respect to the

District's tax base (upon which such ad valorem property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

- (d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds are obligated to procure from any public agency issuing debt a covenant that such public agency will annually file "material financial information and operating data" with respect to such public agency through the web-based Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board (a federal agency that regulates "broker-dealers," including investment bank firms that underwrite municipal obligations). This requirement is expected to be satisfied by the filing of the District's audited financial statements and other operating information about the District, in the same manner the District has filed such information in connection with prior bond issuances. The purpose of the law is to provide investors in the Bonds with current information regarding the District. Similar laws have governed the corporate debt market for many years.

This agenda item was prepared by Fred Williams, Vice Chancellor, Finance and Facilities.

How does this relate to the five District Strategic Directions? This item responds to Direction #4: The District will implement best practices related to planning including: transparent decision-making processes, support of strategic and comprehensive planning activities at campus and District levels, and the allocation of resources to fund planning priorities.

How does this relate to Board Policy: N/A

FUNDING SOURCE AND FINANCIAL IMPACT: There is no fiscal impact to the General Fund resulting from the issuance of the Bonds

RECOMMENDATION: It is recommended that the Board adopt Resolution No. 18/19-18, authorizing the issuance of North Orange County Community College District (Orange and Los Angeles Counties, California) election of 2014 General Obligation Bonds, Series B, and Actions related thereto.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**



**RESOLUTION NO. 18/19-18 AUTHORIZING THE ISSUANCE OF NORTH ORANGE
COUNTY COMMUNITY COLLEGE DISTRICT (ORANGE AND LOS ANGELES
COUNTIES, CALIFORNIA) ELECTION OF 2014 GENERAL OBLIGATION BONDS,
SERIES B, AND ACTIONS RELATED THERETO**

WHEREAS, a duly called election was held in the North Orange County Community College District (the “District”), Orange County (the “County”) and Los Angeles County (together with the County, the “Counties”), State of California, on November 4, 2014 (the “Election”) and thereafter canvassed pursuant to law, at which the following proposition (the “Bond Measure”) was submitted to the qualified electors of the District:

FULLERTON/CYPRESS COLLEGES REPAIR AND STUDENT/VETERAN JOB TRAINING MEASURE. To upgrade nursing, science, technology, engineering, math/technical job training facilities, repair decaying walls/leaky roofs, update outdated computer technology, fire safety/electrical systems, ensure disabled accessibility, repair, construct, acquire facilities, sites/equipment so local students/returning veterans are prepared for universities/jobs, shall North Orange County Community College District issue \$574,000,000 in bonds at legal rates, with audits, oversight and NO money for administrators’ salaries, pensions or Sacramento?

WHEREAS, at the Election the Bond Measure was approved by the requisite fifty-five percent vote of the qualified electors of the District voting on the proposition, as certified by the Registrar of Voters of each of the Counties (the “Authorization”);

WHEREAS, on June 16, 2016, the District caused the issuance of the first series of bonds under the Authorization in the aggregate principal amount of \$100,000,000;

WHEREAS, at this time this Board of Trustees (the “Board”) has determined that it is necessary and desirable that the District issue the second series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$150,000,000, to be styled as “North Orange County Community College District (Orange and Los Angeles Counties, California) Election of 2014 General Obligation Bonds, Series B” (the “Bonds”);

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Government Code”), the Bonds are authorized to be issued by the District for purposes set forth in the ballot submitted to the voters at the Election;

WHEREAS, pursuant to Education Code Section 15140(a) (the “Education Code”), the Board has determined that it is appropriate for the Bonds to be offered for sale by the Board pursuant to this Resolution;

WHEREAS, this Board desires to authorize the issuance of the Bonds in one or more Series of Taxable or Tax-Exempt Current Interest Bonds (as such terms are defined herein);

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, be it found, determined and resolved by the Board of Trustees of the North Orange County Community College District ("Board") as follows:

SECTION 1. Authorization for Issuance of the Bonds. To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more Series of Taxable or Tax-Exempt Current Interest Bonds, with appropriate series designation, all as more fully set forth in the executed Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$150,000,000.

SECTION 2. Paying Agent. This Board hereby appoints the Paying Agent, as defined herein, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Education Code Section 15232.

SECTION 3. Terms and Conditions of Sale. The Bonds shall be sold upon the direction of the Chancellor or the Vice Chancellor, Finance and Facilities of the District, or such other officers or employees of the District as the Chancellor or the Vice Chancellor, Finance and Facilities may designate for such purpose (collectively, the "Authorized Officers"), and pursuant to such terms and conditions set forth in the Purchase Contract (defined herein). The Board hereby authorizes the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriters (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract by and between the District and the Underwriters, substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and requested to execute such Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, (i) that the interest rates on the Bonds shall not exceed the maximum rate permitted by law; and (ii) the underwriting discount on the Bonds, excluding original issue discount, shall not exceed 0.255% of the aggregate principal amount of Bonds actually issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$150,000,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) **“Beneficial Owner”** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(b) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of and interest on the Bonds.

(c) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing on August 1, 2019 with respect to interest on the Bonds, and the stated maturity dates of the Bonds with respect to payments of Principal of the Bonds.

(d) **“Bond Register”** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.

(e) **“Code”** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **“Continuing Disclosure Certificate”** means that certain contractual undertaking of the District pursuant to paragraph (b)(5) of Rule 15c-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, and relating to the Bonds, dated as of the date of issuance thereof, as amended from time to time in accordance with the provisions thereof.

(g) **“Current Interest Bonds”** means Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond

as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(h) **“Dated Date”** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

(i) **“Depository”** means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.

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

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

(l) **“Holder” or “Owner”** means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 6 hereof.

(m) **“Information Services”** means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or as the Paying Agent may select.

(n) **“Long Current Interest Bonds”** means Current Interest Bonds that mature later than 30 years from the date of issuance thereof.

(o) **“Moody's”** means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer

perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(p) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(q) **“Non-AMT Bonds”** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code of the State of California.

(r) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 17 hereof.

(s) **“Outstanding”** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution.

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

(u) **“Paying Agent”** means initially U.S. Bank National Association, or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Bonds.

(v) **“Permitted Investments”** means (i) any lawful investments permitted by Government Code Sections 16429.1 and 53601, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Government Code Section 53635, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider having a rating meeting the minimum rating requirements of the County investment pool maintained by the Treasurer, (iv) the Local Agency Investments Fund of the

California State Treasurer, (v) the County investment pool described above, and (vi) State and Local Government Series Securities.

(w) **“Principal” or “Principal Amount”** means, with respect to any Bond, the initial principal amount thereof.

(x) **“Purchase Contract”** means the contract or contracts for purchase and sale of the Bonds, by and between the District and the Underwriters named therein. To the extent the Bonds are sold pursuant to more than one Purchase Contract, each shall be substantially in the form presented to the Board, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

(y) **“Qualified Non-AMT Mutual Fund”** means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(z) **“Qualified Permitted Investments”** means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(aa) **“Record Date”** means the close of business on the 15th day of the month preceding each Bond Payment Date.

(bb) **“Series”** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof identified as a separate series of Bonds.

(cc) **“S&P”** means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(dd) **“Taxable Bonds”** means any Bonds not issued as Tax-Exempt Bonds.

(ee) **“Tax-Exempt Bonds”** means any Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(ff) “**Term Bonds**” means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(gg) “**Transfer Amount**” means, with respect to any Outstanding Bond, the Principal Amount.

(hh) “**Treasurer**” means the Treasurer-Tax Collector of the County.

(ii) “**Underwriters**” means Morgan Stanley & Co. LLC and Piper Jaffray & Co.

SECTION 6. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates and Terms. The Bonds shall be issued as fully registered Current Interest Bonds registered as to both Principal and interest, in denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds shall bear interest at a rate not in excess of that authorized at the Election. The Bonds will initially be registered in the name of “Cede & Co.,” the Nominee of DTC.

Each Bond shall be dated as of the Dated of Delivery, and shall bear interest at the rates set forth in the Purchase Contract, from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

To the extent the issuance of Bonds includes Long Current Interest Bonds, the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds.

Notwithstanding any other provision herein, the ratio of total debt service to Principal for each Series of Bonds shall not exceed four-to-one.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to

redemption by lot, the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that a portion of any Term Bond is optionally redeemed prior to maturity pursuant to Section 6(b)(i) hereof, the remaining mandatory sinking fund payments with respect to such Term Bonds shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such Term Bonds optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a "Pro Rata Pass-Through Distribution of Principal" basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Redemption Notice. When optional redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds (or portions thereof). Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the Principal Amount of such Bond to be redeemed, and the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

1. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.
2. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Depository.
3. At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.
4. Provide the Redemption Notice to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon, or on the Bonds.

With respect to any notice of optional redemption of Bonds (or portions thereof) pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District, on or prior to the date fixed for such redemption, of the moneys necessary and sufficient to pay the Principal of, premium, if any, and interest on, such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of the rescission of such Redemption Notice in the same manner as such notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 19 hereof, so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held for

the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in authorized denominations. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

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

Redemption Notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his or her respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the District shall agree to take all action necessary at all times so that it will be in compliance with all representations in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to Principal of, premium, if any, or

interest on the Bonds and all notices with respect to such Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

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

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

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

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

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

SECTION 7. Execution of the Bonds. The Bonds shall be signed by the President of the Board, or other member of the Board authorized to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of or Secretary to the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of, premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be

transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the Bond Register of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to such Owner on the Bond Payment Date to the bank and account number on file with the Paying Agent for that purpose on or before the Record Date. The Principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The Principal of, interest on, and redemption premiums, if any, on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property within the District subject to taxation, which taxes shall be without limit as to rate or amount. The Bonds do not constitute an obligation of the Counties except as provided in this Resolution and no part of any fund of the Counties is pledged or obligated to the payment of the Bonds.

SECTION 10. Form of Bonds. The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Purchase Contract and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. Pending the preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form exchangeable for definitive Bonds when ready for delivery. If the Paying Agent delivers temporary Bonds, it shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled to the same benefits hereunder as definitive Bonds.

SECTION 11. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriters upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Bonds. (a) The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of the principal amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "North Orange County Community College District, Election of 2014 General Obligation Bonds, Series B Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and such proceeds shall be used solely for the purposes for which the Bonds are being

issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The Counties shall have no responsibility for assuring the proper use of the Bond proceeds by the District. To the extent the Bonds are issued in more than one Series, there shall be created a separate Building Fund for each such Series of Bonds with appropriate Series designation, and all references herein to the Building Fund shall be deemed to include any Building Fund created for a Series of Bonds.

The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "North Orange County Community College District Election of 2014 General Obligation Bonds, Series B Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of principal of and interest on the Bonds, and for no other purpose. To the extent the Bonds are issued in more than one Series, there shall be created a separate Debt Service Fund for each such Series of Bonds, with appropriate Series designation, and all references herein to the Debt Service Fund shall be deemed to include any Debt Service Fund created for a Series of Bonds. Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds on deposit not needed for the authorized purposes set forth herein for which the Bonds are being issued, upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriters upon the sale of the Bonds, or from the Principal Amount of the Bonds received from the Underwriters. To the extent costs of issuance are paid from such Principal Amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such Principal Amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose. Any excess moneys in the cost of issuance account remaining after payment of all costs of issuance shall be transferred to the County for deposit into the Building Fund or Debt Service Fund, as appropriate.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments within the appropriate County Investment Pool. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code "temporary period" restrictions, all investment of Bond proceeds shall be subject to paragraph (i) below; and the District, in consultation with the County, may provide for an agent to assist the County in investing funds pursuant to paragraph (i) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (i) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any

investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(3) below:

(i) Covenant Regarding Investment of Proceeds.

1. Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

2. Recordkeeping and Monitoring Relating to Building Fund.

(A) Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

(B) Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (i)(1) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (i)(2)(A) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

(C) Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

(D) Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (i)(2)(A) and each IRS information reporting form referred to in paragraph (i)(2)(B) with its books and records with respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

3. Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Principal of and interest on the Bonds when due.

SECTION 13. Rebate Fund. The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the “North Orange County Community College District Election of 2014 General Obligation Bonds, Series B Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the “Tax Certificate”).

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such

amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 14. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient

to pay the Principal of and interest on the Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, and which fund is hereby designated for the payment of the principal of and interest on the Bonds when and as the same shall fall due, and for no other purpose. The District covenants to cause the Counties to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 14. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection of *ad valorem* property taxes for the payment of each Series of Bonds and all amounts on deposit in the corresponding Debt Service Fund to the payment of such Series of Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in such Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of such Series of Bonds to provide security for the payment of such Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such Principal and interest. DTC will thereupon make payments of Principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.

SECTION 15. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 16. Conditions Precedent. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Clerk of or Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriters to be used in connection with the offering and sale

of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds, and such Underwriters are directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal or interest, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with any amounts transferred from the Debt Service Fund, if any, is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with amounts transferred from the Debt Service Fund, if any, and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow

agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

SECTION 20. Nonliability of Counties. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither of the Counties, nor their officials, officers, employees or agents thereof, shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the Counties or a pledge of the Counties' full faith and credit, and the Bonds and any liability in connection therewith, shall be paid solely from *ad valorem* property taxes lawfully levied to pay the Principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

SECTION 21. Indemnification of County. The District shall defend, indemnify and hold harmless the County, its officials, officers, agents and employees ("Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with regard to the County's responsibilities under Section 23 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities, except with regard to the County's responsibilities under Section 23 hereof.

SECTION 22. Reimbursement of County Costs. The District shall reimburse the Counties for all costs and expenses incurred by the Counties and the respective

officials, officers, agents and employees thereof in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 23. Request to Counties to Levy Tax. The Boards of Supervisors and officers of the Counties are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all Principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Boards of Supervisors of the Counties to annually levy a tax upon all taxable property in the District sufficient to pay all such Principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and determines that such *ad valorem* property taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

SECTION 24. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints (i) Morgan Stanley & Co. LLC and Piper Jaffray & Co. as Underwriters, (ii) KNN Public Finance, LLC as Municipal Advisor and (iii) Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, each with respect to the issuance of the Bonds.

(c) The provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract or the Official Statement.

(d) Based on a good faith estimate from the Municipal Advisor, the District finds that (i) the True Interest Cost of the Bonds (as defined in Government Code Section 5852.1) is expected to be approximately 3.3325%, (ii) the total Finance Charge of the Bonds (as defined in Government Code Section 5852.1) is expected to be \$753,825.00, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the Finance Charge of the Bonds and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$149,246,175.00, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1), calculated to the final maturity of the Bonds, will be \$219,360,293.15. The information presented in this Section 22(d) is included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any provision of this Resolution.

SECTION 25. Resolution to County Treasurers. The Clerk of or Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer and the Treasurer and Tax Collector of Los Angeles County immediately following its adoption.

SECTION 26. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of the Continuing Disclosure Certificate appended to the form of the Preliminary Official Statement on file with the Clerk of or Secretary to the Board as of the date hereof, and the Authorized Officers, each alone, are hereby authorized to execute and deliver such Continuing Disclosure Certificate with such changes therein and modifications thereto as shall be approved by the Authorized Officer executing the same, such approval to be conclusively evidenced by such execution and delivery. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 27. Effective Date. This Resolution shall take effect immediately upon its passage.

SECTION 28. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

SECTION 29. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

APPROVED, PASSED AND ADOPTED by the Governing Board of the North Orange County Community College District this 23rd day of April 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, Jeffrey P. Brown, President of the Governing Board of the North Orange County Community College District, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
North Orange County Community College District

I, Alba Recinos, Clerk of the Governing Board of the North Orange County Community College District, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Governing Board at a regular meeting thereof held on the 23rd day of April, 2019, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the North Orange County Community College District Governing Board this 23rd day of April, 2019.

Clerk of Governing Board
North Orange County Community College District

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: BOARD OF TRUSTEES Action X
DATE: April 23, 2019 Resolution
Information
Enclosure(s)
SUBJECT: Consulting Agreements with Cambridge
West to Prepare Final Project Proposal for
Fullerton College Music Drama Complex

BACKGROUND: Cambridge West services are requested for the project identified below.

On July 24, 2018, the North Orange County Community College District Board of Trustees approved the District's annual Five Year Construction Plan (5YCP). One Initial Project Proposals (IPP) was included in that plan: 1) Fullerton College Music Drama Building Complex Replacement with an estimated project value of \$40.7 million

On March 18, 2019 the State specialist notified the District that the IPP cited above was recommended for a Final Project Proposal (FPP). The FPP is due to the State on or before July 1, 2019. The FPP establishes the project justification, final scope, level of quality, project schedule, and estimated costs for implementation of all projects having to do with acquisition, infrastructure, facilities and systems. Coupled with the annual 5YCP, the FPP is used in the budget process as a budget request document by the State Chancellor's Office, Community College Board of Governors, Department of Finance, Office of the Legislative Analyst, and the Legislative budget committees. The FPP is a complex and comprehensive document which must demonstrate that the proposed request is based upon needs and justifications established in the college's educational, student services, and facilities Master Plans. Due to the lateness of the informal notification by the State, the time to produce the FPPs has been compressed prompting the immediate services of Cambridge West in order to meet the State's deadline. C.M. Brahmbhatt, the principal of Cambridge West had previously served as the Interim Vice Chancellor, Finance and Facilities from March 2015 through June 2015. Therefore, Board approval is being requested for Cambridge West's services to prepare an FPP with a combined project value of \$40.7 million for a fixed fee of \$87,500.

This agenda item was submitted by Richard Williams, District Director, Facilities Planning & Construction.

How does this relate to the five District Strategic Directions? This item responds to Direction #4: The District will implement best practices related to planning including: transparent decision-making processes, support of strategic and comprehensive planning activities at campus and District levels, and the allocation of resources to fund planning priorities.

How does this relate to Board Policy: This item is submitted in accordance with Board Policy 6330, Purchasing/Warehouse, and Board Policy 6600, Capital Construction.

FUNDING SOURCE AND FINANCIAL IMPACT: Cambridge West's fees in the amount of \$87,500 to prepare the Fullerton College Music Drama Complex FPP will be charged to Capital Outlay funds.

RECOMMENDATION: Authorization is requested to enter into an agreement with Cambridge West for the preparation of one Final Projects Proposals (FPP): one for the Fullerton College Music Drama Complex for a not-to-exceed amount of \$87,500. The contract for the FPP starts on April 17, 2019, and is retroactive and runs through May 31, 2020. Authorization is also requested for the Vice Chancellor, Finance & Facilities, or the District Director, Purchasing, to execute the agreement on behalf of the District.

Fred Williams

Recommended by

Approved for Submittal

3.b.2

Item No.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: BOARD OF TRUSTEES Action X
DATE: April 23, 2019 Resolution
Information
Enclosure(s)
SUBJECT: Amendment to Increase the Project Scope
and Cost for the Central Plant Expansion
Project Commissioning Services

BACKGROUND: On June 12, 2018, the Board awarded a contract to Enovity for RFQ/RFP #1718-18 in the amount \$110,578 not inclusive of reimbursables for the Commissioning Services of the Fullerton College Instructional Building and Central Plant Expansion Project. On February 12, 2019, the Board approved an amendment to increase the scope of the Instructional Building and Central Plant Expansion Project to incorporate two additional chillers and cooling towers, which will require additional commissioning services.

Enovity has evaluated the increase in scope and updated their schedule of values to address the additional services necessary to effectively commission the new systems.

The updated schedule of value is to address the increase in scope and reflects an additional \$15,200 for commissioning services per the expanded Central Plant scope of work, for a total contract of \$125,778, not inclusive of reimbursables.

This agenda item was submitted by Rodrigo Garcia, Vice President, Administrative Services and Oscar Saghieh, Project Manager, Campus Capital Projects.

How does this relate to the five District Strategic Directions? This item responds to Direction #4: The District will implement best practices related to planning including: transparent decision-making processes, support of strategic and comprehensive planning activities at campus and District levels, and the allocation of resources to fund planning priorities.

How does this relate to Board Policy: This item is submitted in accordance with Board Policy 6600, Capital Construction.

FUNDING SOURCE AND FINANCIAL IMPACT: Financial impact inclusive of reimbursables and all soft costs will be charged to Measure J funds.

RECOMMENDATION: Authorization is requested to amend the existing Commissioning Services Agreement with Enovity for the Fullerton College new Instructional Building and Central Plant to reflect an increase of \$15,200, for a total of \$125,778, not inclusive of reimbursables, to address commissioning of additional scope approved by the Board on February 12, 2019. The term of the agreement will continue to be effective through December 31, 2023. Authorization is requested for the Vice Chancellor, Finance and Facilities, or District Director, Purchasing, to execute the amendment on behalf of the District.

Fred Williams

3.c

Recommended by

Approved for Submittal

Item No.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: BOARD OF TRUSTEES Action X
Resolution _____
DATE: April 23, 2019 Information _____
Enclosure(s) _____
SUBJECT: Amendment to Increase the Project Scope
and Cost for Central Plant Expansion
Project Cost Estimating Services

BACKGROUND: On July 24, 2018, the Board awarded a contract to O'Connor Construction Management in the amount of \$152,000 including reimbursables for Cost Estimating Services for the Fullerton College Instructional Building and Central Plant Expansion Project. On February 12, 2019, the Board approved an amendment to increase the scope of the Instructional Building and Central Plant Expansion Project to incorporate two additional chillers and cooling towers. This additional project scope requires additional review on the part of the cost estimating team, resulting in an increase in their overall cost.

O'Connor Construction Management has evaluated the increase in scope for the Central Plant and updated their Central Plant estimating schedule of values to address the additional time necessary to effectively provide cost estimating for Schematic Design, Design Development, 50% Construction Documents, and 100% Construction Documents for the new scope of the Central Plant.

The updated schedule of values reflects an additional \$7,000 to support cost estimating per the expanded Central Plant scope of work, for a total contract of \$159,000, including reimbursables.

This agenda item was submitted by Rodrigo Garcia, Vice President, Administrative Services and Oscar Saghie, Project Manager, Campus Capital Projects.

How does this relate to the five District Strategic Directions? This item responds to Direction #4: The District will implement best practices related to planning including: transparent decision-making processes, support of strategic and comprehensive planning activities at campus and District levels, and the allocation of resources to fund planning priorities.

How does this relate to Board Policy: This item is submitted in accordance with Board Policy 6600, Capital Construction.

FUNDING SOURCE AND FINANCIAL IMPACT: Financial impact inclusive of reimbursables and all soft costs will be charged to Measure J funds.

RECOMMENDATION: Authorization is requested to amend the existing Cost Estimating Agreement with O'Connor Construction Management for the Fullerton College new Instructional Building and Central Plant to reflect an increase of \$7,000, for a total of \$159,000, including reimbursables, to address cost estimating of additional scope

approved by the Board on February 12, 2019. The term of the agreement will continue to be effective through December 31, 2023. Authorization is requested for the Vice Chancellor, Finance and Facilities, or District Director, Purchasing, to execute the amendment on behalf of the District.

Fred Williams

Recommended by

Approved for Submittal

3.d.2

Item No.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: BOARD OF TRUSTEES Action X
DATE: April 23, 2019 Resolution _____
Information _____
SUBJECT: Fullerton College Donations Enclosure(s) _____

BACKGROUND: Businesses and individuals frequently make monetary donations or donate supplies and equipment that are of value to Fullerton College and its instructional programs.

This agenda item was submitted by Dr. Greg Schulz, President, Fullerton College.

How does this relate to the five District Strategic Directions? This item responds to District Strategic Direction #5: The District will develop and sustain collaborative projects and partnerships with the community's educational institutions, civic organizations, and businesses.

How does this relate to Board Policy: This item is in compliance with Board Policy 3820, Gifts and Donations.

FUNDING SOURCE AND FINANCIAL IMPACT: The monetary and supplies/equipment donations to Fullerton College will assist with expenses associated with the Fullerton College instructional programs and departments which would otherwise be funded through the division budgets.

RECOMMENDATION: Authorization is requested for Fullerton College to accept the following donations:

To the Fullerton College Fine Arts Division, Theatre Department:

- *22 Yards of Waverly Fabric – Mary Tanamachi*

To the Fullerton College Foster Youth Success Initiative Program:

- *\$893.15 Check – Doing Good Works*

To the Fullerton College Library/Learning Resources and Instructional Support Programs & Services Division:

- *A Place to Live DVD – CSUF Department of Communications*
- *(3) Books, (3) DVDs – Bob Sherrill*
- *Celebrating CAMA's Centennial: Bringing the World's Finest Classical Music to Santa Barbara – Sara Miller McCune*
- *(2) Textbooks – Dani Wilson*
- *(2) Boxes of Miscellaneous Books – Anonymous*
- *Texts and Contexts Book – Noah Rivera*
- *(67) Miscellaneous Books, (59) DVDs – Erin McLaren*

To the Fullerton College Physical Education Division, Baseball:

- *\$750 Check – William T. and Tania L. McKeown*
- *\$380 Check – Chris Pinney*
- *\$500 Check – E. Todd Pepper*

To the Fullerton College Physical Education Division, Basketball:

- *\$200 Check – Thomas J. Knoll, Jr.*
- *\$500 Check – Fullerton South Rotary Charities, Inc.*

To the Fullerton College Physical Education Division, Dance Team:

- *\$500 Check – The Willow Corporation*

Fred Williams

Recommended by

Approved for Submittal

3.e.2

Item No.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO:	BOARD OF TRUSTEES	Action	X
		Resolution	
DATE:	April 23, 2019	Information	
		Enclosure(s)	
SUBJECT:	Award RFP #1819-04, North Orange Continuing Education Website Redesign		

BACKGROUND: In August 2018, the District issued a Request for Proposals (RFP) to seek a company that would perform services to redesign the website for North Orange Continuing Education (NOCE).

The project shall include discovery, architecture and content planning, responsive creative concepts, HTML development, testing for accessibility, web governance, taxonomy, implementation, and training. The website redesign will help to enhance communication related to NOCE’s mission, programs, and services to current students, potential students, community partners, faculty and staff. The investment will provide guided pathways elements for students as well as an increased brand presence for NOCE which will lead to increased enrollment and partnerships.

The RFP was sent to eighteen (18) marketing and communication firms that include higher education website development as part of the services. The District received four (4) proposals.

Vendors	Price Estimate
Sphere XV	\$78,645 - \$105,735
Stamats, Inc.	\$177,000 - \$283,300
VisionPoint Marketing	\$216,442
Experiences for Mankind (EFM)	\$465,487

The NOCE website redesign workgroup consisted of two managers, two classified staff, and two full-time faculty members. Several factors were considered in their evaluation:

- Relevant prior experience
- Price
- Project management
- Capacity to generate a quality website that would incorporate all NOCE’s needs

The workgroup evaluated the proposals submitted and interviewed three of the vendors:

- Stamats, Inc.
- VisionPoint Marketing
- Experiences for Mankind

After the interview, the workgroup unanimously selected Stamats, Inc. Stamats, Inc. will redesign the website in the amount of not to exceed \$249,975 for the duration of May 1, 2019 through December 31, 2020.

The list of deliverables provided to NOCE by Stamats, Inc. include the following:

- Discovery
- Architecture Development, Content Planning, and Wireframes
- Usability Testing
- Content Audit and Style Guide
- Development Model Content Pages - up to 30 pages
- Creative Design Concepts including Responsive Design for Various Platforms
- HTML Development
- Accessibility Testing
- Library of Templates (Directory, News, Calendar, Site Search, Basic Form)
- Custom Functionality
- Web Governance
- Taxonomy - Level 3
- Site Launch and Training

As a leader in higher education website development, the range in Stamats, Inc.'s price quote was due to an extensive menu of services in the RFP for all website redesign categories from project start to completion: research, development, content management, training, and launch. Most of the items listed in the RFP are critical for NOCE to include as part of the comprehensive redesign project. While some of the service options in the RFP were deemed by the workgroup as not as imperative for NOCE to include in this contract, and thus the overall price for the project did not extend to the top end of Stamats, Inc.'s price quote. Some of the options also had a sliding price scale dependent upon the level of service needed.

The not to exceed amount includes approximate travel costs for Stamats, Inc. representatives to visit NOCE twice during the redesign process (during Discovery and to present the Creative Concepts). If any additional add-on services are needed, the contract will be extended based on hourly rates submitted in the proposal.

This agenda item was submitted by Jennifer Perez, Director, Campus Communications, North Orange Continuing Education and Jenney Ho, District Director, Purchasing.

How does this relate to the five District Strategic Directions? This item responds to District Strategic Direction 4: The District will implement best practices related to planning including transparent decision-making processes, support of strategic and comprehensive planning activities at campus and District levels, and the allocation of resources to fund planning priorities.

How does this relate to Board Policy: This is submitted in accordance with Board Policy 6330, Purchasing/Warehouse.

FUNDING SOURCE AND FINANCIAL IMPACT: Funding for this project comes from campus one-time, carry-over funds in the General Fund.

RECOMMENDATION: Authorization is requested to enter into an agreement with Stamats, Inc. in the amount of not to exceed \$249,975 for services and development and implementation of a website redesign for NOCE. The timeline for the project will be May 1,

3.f.2

2019 through December 31, 2020. If any additional add-on services are needed, the contract will be extended based on hourly rates submitted in the proposal. Authorization is further requested for the Vice Chancellor, Finance and Facilities, or the District Director of Purchasing, to execute any agreement on behalf of the District.

Fred Williams

Recommended by

Approved for Submittal

3.f.3

Item No.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO:	BOARD OF TRUSTEES	Action	X
		Resolution	
DATE:	April 23 , 2019	Information	
		Enclosure(s)	
SUBJECT:	Award RFP #1819-07, Request for Proposals for Educational and Facilities Master Planning Services		

BACKGROUND: In December 2018, the District issued a Request for Proposals (RFP) to seek qualified consultants to assist the District in preparing a ten (10) year Educational and Facilities Master Plan (EFMP) for 2021-2030.

The intent of the Educational Master Plan is to assess the external and internal environment at the District, and provide recommendations on instructional and support programs that meet the changing needs of the community. The Educational Master Plan shall provide a foundation for the Facilities Master Plan. The 2021-2030 District educational master plan will be built upon existing District and campus planning processes and maximize usage of existing planning documents and products. The District’s Educational Master Plan must also align with various State-level initiatives. The District 2021-2030 Facilities Master Plan is to validate existing planning and to provide direction for the future. This planning process is an investment in advancing the District’s vision to support a welcoming learning environment and to engender student success.

In February 2019, The District received five (5) proposals.

tBP Architecture	\$700,000
Brailsford & Dunlavey	\$717,790
PMSM/19Six Architects	\$793,650
Cambridge West Partnership /HPI Architecture	\$796,000
Steinberg Hart	\$994,000

The District Project Committee members (Committee) consisted of:

- Chancellor
- Vice Chancellor, Educational Services and Technology
- Vice Chancellor, Finance and Facilities
- Provost, NOCE
- President, Cypress
- District Director, Public & Government Affairs
- Special Project Director, Master Plan
- Faculty Member and Academic Senate Representative, NOCE
- ACT, IT Coordinator I, Fullerton, CSEA Representative
- CIS Coordinator, Faculty Senate, Fullerton
- Faculty, Academic Senate President, Cypress

The committee evaluated the proposals submitted based on the following criterions:

- Introduction, cover letter, statements of understanding of District requirements.
- Qualifications, Related Experience and References, demonstrating competence in the services to be provided.
- Proposed Staffing and Project Organization.
- Cost and Price, including a Fee Schedule clearly identifying the scope of work.
- Exceptions and-or Deviations if any would need to be included.
- Attachments, supporting documents, additional information and affidavits and certifications

All five Respondents were invited for an initial interview with the committee. After the first round of interviews, the committee selected two consultants for a second interview:

- Cambridge West Partnership/HPI Architecture
- Brailsford & Dunlavey

Prior to the second interview, references were checked and provided to the Committee for consideration. After the second interview, the committee selected and recommended Brailsford & Dunlavey to assist the District in preparing a ten (10) year Educational and Facilities Master Plan (EFMP) for 2021-2030 in the amount of \$717,790.

The deliverables expected from Brailsford & Dunlavey are as follows:

- Project Initiation and Visioning
- Data Gathering and Analysis
- Community Engagement (Plan Development)
- Strategic Framework Development
- Educational Master Plan (EMP) and Facilities Master Plan (FMP) Development
- Land Use for Cypress College, District Services, Fullerton College and NOCE
- Community Engagement (Plan Refinement)
- Educational Master Plan (EMP) and Facilities Master Plan (FMP) Refinement
- Decision Support
- Educational Master Plan (EMP) and Facilities Master Plan (FMP) Documentation

This agenda item was submitted by Cherry Li-Bugg, Vice Chancellor, Educational Services and Technology.

How does this relate to the five District Strategic Directions? This item responds to Direction #4: The District will implement best practices related to planning including: transparent decision-making processes, support of strategic and comprehensive planning activities at campus and District levels, and the allocation of resources to fund planning priorities.

How does this relate to Board Policy: This item is submitted in accordance with Board Policy 6330, Purchasing/Warehouse.

FUNDING SOURCE AND FINANCIAL IMPACT: Funding for this service will come from District General Fund.

RECOMMENDATION: Authorization is requested to enter into an agreement with Brailsford & Dunlavey, Inc. in the amount of \$717,790 to assist the District in preparing a ten (10) year Educational and Facilities Master Plan (EFMP) for 2021-2030. The project will begin on May 1, 2019 and end on October 31, 2020. Authorization is further requested for the Vice Chancellor, Finance & Facilities, or District Director, Purchasing to execute the agreement on behalf of the District.

Fred Williams

Recommended by

Approved for Submittal

3.g.3

Item No.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: BOARD OF TRUSTEES Action X
DATE: April 23, 2019 Resolution
Information
SUBJECT: Master Agreement with Strata Information Enclosure(s)
Group (SIG)

BACKGROUND: In 2000, the Board approved the District to enter into a master agreement with Strata Information Group (SIG) to provide the District and campus entities with post-implementation consultation, technical assistance and training with regards to Banner. This past year, the master agreement has allowed us to hire SIG consultants to work on the following projects:

- DegreeWorks scribing
- Financial Aid programming for both credit colleges
- Project management for Banner 9 including admin pages and self-service
- Human Resources–Payroll programming
- Finance position control bolt-on

The master agreement with SIG stipulates that all projects are based on an hourly rate of \$160 with an estimated increase of \$5 per hour annually. At this time, Information Services is requesting the Board to grant approval for a continuous, on-going agreement with SIG through June 30, 2024.

This Board Agenda Item is being submitted by Cherry Li-Bugg, Vice Chancellor, Educational Services and Technology

How does this relate to the five District Strategic Directions? This item responds to District Strategic Direction #4: The District will implement best practices related to planning, including transparent decision-making processes, support of strategic and comprehensive planning activities at campus and District levels, and the allocation of resources to fund planning priorities.

How does this relate to Board Policy: This item is in compliance with Board Policy 6340: Bids and Contracts.

FUNDING SOURCE AND FINANCIAL IMPACT: SIG projects can come from a variety of restricted and unrestricted General Fund sources from the District and campuses.

RECOMMENDATION: Authorization is requested to continue the master agreement with Strata Information Group based on mutually agreed-upon hourly rate of \$160 with an estimated increase of \$5 per hour annually. The agreement will continue through June 30, 2024. Further authorization is requested for the Vice Chancellor, Finance and Facilities, or the District Director, Purchasing, to execute any agreement and related documents and any amendment to modify the agreement on behalf of the District.

Fred Williams

3.h

Recommended by

Approved for Submittal

Item No.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO:	BOARD OF TRUSTEES	Action	<u> X </u>
DATE:	April 23, 2019	Resolution	<u> </u>
SUBJECT:	Amendment of Fullerton College NOCCCD PYLUSD CCAP Dual Enrollment Partnership Agreement 2018-2019	Information	<u> </u>
		Enclosure(s)	<u> X </u>

BACKGROUND: At its August 14, 2018 meeting, the NOCCCD Board of Trustees approved the NOCCCD AUHSD CCAP Dual Enrollment Partnership Agreement 2018-2019.

As of April 23, 2019, the CCAP agreement between NOCCCD - Fullerton College and PYLUSD will be amended by the addition of one educational program: ART 110 F "Introduction to Art" at La Entrada High School. This amendment was created in response to a request received from PYLUSD regarding expanding course offerings. This change is limited to the addition of the educational program listed, the entire remainder of the original agreement remains in full force.

This item was prepared by Dr. José Ramón Núñez, Vice President, Instruction.

How does this relate to the five District Strategic Directions? This item responds to all five District Strategic Directions from student completion to reducing the achievement gap to student success in pathways to planning best practices to community partnerships.

How does this relate to Board Policy: This item is submitted in accordance with Board Policy 3250: Institutional Planning

FUNDING SOURCE AND FINANCIAL IMPACT: AB 288 makes it possible for community college districts to collect apportionment for CCAP Partnership Agreement classes offered at high schools provided attendance requirements for high schools are met; therefore, this has the potential to not only increase student access and success but also generate more funding for NOCCCD.

RECOMMENDATION: It is recommended that the Board ratify the amendment of the 2018-2019 NOCCCD PYLUSD CCAP Dual Enrollment Partnership Agreement.

Cherry Li-Bugg

Recommended by

Approved for Submittal

4.a.1

Item No.

ADDENDUM A

**AMENDMENT TO
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2018-2019**

As of April 23, 2019, the agreement entitled “College and Career Access Pathways Partnership Agreement (CCAP Agreement)” between Fullerton College (“COLLEGE”) a college of the North Orange County Community College District, (NOCCCD) and Placentia-Yorba Linda Unified School District (“SCHOOL DISTRICT”) will be amended by adding one educational program (ADDENDUM A).

This change is only the addition of one educational program; the entire remainder of the original agreement remains in full force.

This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on April 23, 2019

By: _____
Placentia-Yorba Linda Unified School District
David Giordano
Assistant Superintendent, Business Services

By: _____
Fullerton College
José Ramón Núñez, Ph.D.
Vice President, Instruction

By: _____
North Orange County Community College District
Cherry Li-Bugg, Ph.D.
Vice Chancellor, Educational Services and Technology

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

ADDENDUM A

- 1. CCAP AGREEMENT PROGRAM YEAR** – college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor; and employer of record.

PROGRAM YEAR: 2018-2019

COLLEGE: Fullerton College

EDUCATIONAL PROGRAMS: Art

SCHOOL DISTRICT: Placentia-Yorba Linda Union School District

HIGH SCHOOLS: La Entrada

TOTAL NUMBER OF STUDENTS TO BE SERVED: 60 students	TOTAL PROJECTED FTES: 6 FTES
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	EMPLOYER	LOCATION
1. Introduction to Art	ART 110 F	Summer 2019	8:30 - 11:20am	MTWR	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS La Entrada HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

The courses have been offered previously to college bound high school students to support a successful transition into college level coursework and improve matriculation.

- 2. BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST

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

1. Introduction to Art	Lazzari, Margaret & Schlesier, Dona, Exploring Art: A Global, Thematic Approach. 5th edition / ISBN# 13: 9781285858166	Estimate \$146.25		
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Note: All referenced Sections from AB 288 (Education Code 76004)

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO:	BOARD OF TRUSTEES	Action	_____
		Resolution	_____
DATE:	April 23, 2019	Information	X
		Enclosure(s)	X
SUBJECT:	Fullerton College CCAP Dual Enrollment Partnership Agreement 2019-2022 with Whittier Union High School District		

BACKGROUND: On November 5, 2015, the Governor signed into legislation AB 288 that established the College and Career Access Pathways (CCAP) Act to authorize California Community College districts to enter into formal partnership agreements with local high school districts to expand access to dual enrollment opportunities for high school students. The goals of offering or expanding opportunities are to:

- Increase exposure to college coursework and environments for students who may not already be college bound or who are underrepresented in higher education,
- Develop seamless pathways from high school to community college for career technical education or preparation for transfer,
- Improve high school graduation rates, and
- Assist high school students in achieving college and career readiness.

The community college is prohibited from providing physical education course opportunities to high school students participating in the AB 288 CCAP Partnership Agreement or any other courses that do not assist in the attainment of at least one of these goals.

In addition to college exposure and becoming more college and career ready, high school students enrolled in CCAP Partnership Agreement courses will not incur a fee; potentially reducing a significant cost of their college degree.

Fullerton College received authorization from Rio Hondo College to partner with Whittier Union High School District to offer Bio Tech classes at Whittier High School. Per the Contracted District Audit Manual published by the California Community Colleges Chancellor's Office on December 7, 2018 under 03. Compliance Requirements, CCAP, a "district has not entered into a CCAP partnership with a school district within the service area of another community college district, except where an agreement exists, or where established, between those community college districts authorizing that CCAP partnership."

This agreement is submitted to the Board for first reading and discussion.

This item was prepared by Dr. José Ramón Núñez, Vice President, Instruction, Fullerton College.

How does this relate to the five District Strategic Directions? This item responds to all five District Strategic Directions from student completion to reducing the achievement gap to student success in pathways to planning best practices to community partnerships.

How does this relate to Board Policy: This item is submitted in accordance with Board Policy 3250: Institutional Planning

FUNDING SOURCE AND FINANCIAL IMPACT: AB 288 makes it possible for community college districts to collect apportionment for CCAP Partnership Agreement classes offered at high schools provided attendance requirements for high schools are met; therefore, this has the potential to not only increase student access and success but also generate more funding for NOCCCD.

RECOMMENDATION: It is recommended that the Board review and discuss the Fullerton College CCAP Dual Enrollment Partnership Agreement 2019-2022 with Whittier Union School District.

Cherry Li-Bugg

Recommended by

Approved for Submittal

4.b.2

Item No.

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2019-2022**

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as “Agreement” between Fullerton College (“COLLEGE”) a college of the North Orange County Community College District, (NOCCCD), 1830 W. Romneya Drive, Anaheim, CA 92801, and Whittier Union High School District (“SCHOOL DISTRICT”).

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the North Orange County Community College District; 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, SCHOOL DISTRICT is a public school district serving grades 9-12 and has received authorization from Rio Hondo College, its community college district service area, to partner with Fullerton College to offer the Bio Tech Program at Whittier high School;and

WHEREAS, NOCCCD and SCHOOL DISTRICT 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, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) 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)

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, NOCCCD and COLLEGE;

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 Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, NOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for three years beginning on July 1, 2019 and ending on June 30, 2022, and requires renewal every three years by July 1, unless otherwise terminated in accordance with Section 21 of this Agreement.

- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix 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 shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
- 1.3 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
- 1.4 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.5 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS

- 2.1 CCAP Agreement Courses - 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 SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of NOCCCD and applicable law. Sec. 2 (a)
- 2.2 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.
- 2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility - 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, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) 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)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement 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. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and NOCCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and NOCCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement 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. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award

students with both a high school diploma and an associate degree or certificate or a credential.

- 3.8 Students will only be able to enroll into one Dual Enrollment class under this agreement. If they wish to enroll into an additional Dual Enrollment course, they must obtain approval by the high school by filling out the authorization form.
- 3.9 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

5. PARTICIPATING STUDENTS

- 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. See also Sec. 2 (f)(q). The NOCCCD governing board shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring).

6. CCAP AGREEMENT COURSES

- 6.1 COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to this CCAP Agreement. Sec. 2 (o)(1)

- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses offered at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COLLEGE Board and submitted to the Chancellor's office, unless course is a standalone class. Course outlines will be provided to the SCHOOL DISTRICT.
- 6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the NOCCCD Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses must meet the number of hours sufficient to meet the stated performance objectives as outlined in the course outlines provided to the SCHOOL DISTRICT on a semester bases.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with NOCCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.

Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department and approved by the COLLEGE curriculum committee, the NOCCCD Board of Trustees and the state Chancellor's Office.

- 6.8 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by NOCCCD Administrative Procedure 4610.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to NOCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between NOCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the NOCCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.

- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or NOCCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with NOCCCD academic standards.
- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with NOCCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with NOCCCD guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus 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 the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE 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. Sec. 2 (n)

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 Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the NOCCCD and become NOCCCD employees or be provided by the District and be District employees. Faculty provided by the SCHOOL DISTRICT must also sign an Instructional Service Agreement- Instructor and get approved by the NOCCCD Board before the start of the course.
- 7.2 The SCHOOL DISTRICT shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are SCHOOL DISTRICT employees.
- 7.3 The COLLEGE shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are COLLEGE employees.
- 7.4 The COLLEGE shall be responsible for faculty salaries associated with the instructional class time of the classes conducted under this Agreement for faculty that are not SCHOOL DISTRICT employees. Any supplemental instruction related to the material presented in classes conducted under this Agreement by COLLEGE

Employees that extends beyond the college schedule is the SCHOOL DISTRICT's responsibility.

- 7.5 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.6 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.7 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.8 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from 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 and provided by the COLLEGE.
- 7.9 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.10 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of NOCCCD.
- 7.11 Faculty provided by the SCHOOL DISTRICT who don't comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.
- 7.12 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of NOCCCD specifically with regard to their duties as instructors.

- 7.13 The COLLEGE will be the employer of record for all community college-paid faculty teaching at the SCHOOL DISTRICT.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT 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 COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT 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 COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.
- 8.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a “W” on their transcript.
- 8.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with NOCCCD policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 9.3 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)

- 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. Sec. 2 (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. Sec. 2 (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. Sec. 2 (t)(C)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

10. APPORTIONMENT

- 10.1 NOCCCD 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 current requirements for dual enrollment under applicable California law.
- 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. Sec. 2 (o)(2)
- 10.3 NOCCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s) Standard FTES computation rules, support documentation, Course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and Title.5.

11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 NOCCCD 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.

- 11.3 The SCHOOL DISTRICT agrees and acknowledges that NOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)
- 11.7 The COLLEGE certifies that:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
 - A community college course that is oversubscribed of has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
 - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)
- 11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE 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. Sec. 2 (l)

12. PROGRAM IMPROVEMENT

- 12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, 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 attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT 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.
- 13.2 College shall provide the SCHOOL DISTRICT with a roster of participants and their final grades.
- 13.3 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. CCAP AGREEMENT DATA MATCH AND REPORTING

- 14.1. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- 14.2. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges. Note: All referenced Sections from AB 288 (Education Code § 76004) 13 | Page 005142.00043 13951870.1 15.

15. PRIVACY OF STUDENT RECORDS

- 15.1. COLLEGE and SCHOOL DISTRICT 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) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees 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 Education Code §§ 49064 and 49076.)
- 15.2. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her 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.)
- 15.3. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code

of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from redisclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

16 REIMBURSEMENT

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

17 FACILITIES

- 17.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to NOCCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 17.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT'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. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 17.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

18 INDEMNIFICATION

- 18.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and NOCCCD 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, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 18.2 The NOCCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT 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, and judgments, arising out of NOCCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the NOCCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

19 INSURANCE

- 19.1 The SCHOOL DISTRICT, in order to protect the NOCCCD, 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 agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/THREE MILLION DOLLARS (\$3,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident 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 NOCCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including a separate endorsement shall be furnished to the COLLEGE and to NOCCCD.
- 19.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and NOCCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

20 NON-DISCRIMINATION

- 20.1 Neither the SCHOOL DISTRICT nor the COLLEGE and NOCCCD 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.

21 TERMINATION

- 21.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 20 below.
- 21.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All Note: All referenced Sections from AB 288 (Education Code § 76004) 16 | Page 005142.00043 13951870.1 agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22 NOTICES

- 22.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:
- Fullerton College
321 E. Chapman Avenue
Fullerton, CA 92832
Attn: José Ramón Núñez, Ph. D. Vice President, Instruction
- NOCCCD
North Orange County Community College District
1830 W. Romneya Dr., Anaheim, CA 92801
Attn: Cherry Li-Bugg, PhD. Vice Chancellor, Educational Services and Technology
- Whittier Union High School District
9401 S. Painter Ave
Whittier, CA 92870
Attn: Loring Davies, Deputy Superintendent, Educational Services

23 INTEGRATION

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

24 MODIFICATION AND AMENDMENT

24.1 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.

25 GOVERNING LAWS

25.1 This agreement shall be interpreted according to the laws of the State of California.

26 COMMUNITY COLLEGE DISTRICT BOUNDARIES

26.1 For locations outside the geographical boundaries of NOCCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

27 SEVERABILITY

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

28 COUNTERPARTS

28.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on _____2019

By: _____
WUHSD
Loring Davies
Deputy Superintendent,
Educational Services

By: _____
Fullerton College
José Ramón Núñez, Ph. D.
Vice President, Instruction

By: _____
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Cherry Li-Bugg, Ph.D.
Vice Chancellor, Educational Services and Technology

North Orange County Community College District Board Meetings:

(a) Information Board Meeting Date:

(b) Public Comment Board Meeting Date:

School District Board Meetings:

(a) Information Board Meeting Date:

(b) Public Comment Board Meeting Date:

APPENDIX

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not 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; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record 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 Sec. 2 (c)(1)

NOW THEREFORE, NOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. NOCCCD, COLLEGE and SCHOOL DISTRICT Point of Contact:

LOCATION	NAME	TELEPHONE	EMAIL
NOCCCD:	W. Cherry Li-Bugg, Ph.D.	714-808-4787	clibugg@nocccd.edu
College:	José Ramón Núñez, Ph. D.	714-992-7031	jnunez@fullcoll.edu
School District:	Loring Davies	562-698-8121 Ext. 1020	loring.davies@wuhsd.k12.ca.us

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

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

3. CCAP AGREEMENT PROGRAM YEAR - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2019-2020

COLLEGE: Fullerton College

EDUCATIONAL PROGRAM: Biotechnology

SCHOOL DISTRICT: Whittier Union High School District

HIGH SCHOOL: Whittier HS

TOTAL NUMBER OF STUDENTS TO BE SERVED: 30	TOTAL PROJECTED FTES: 6
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COURSE NAME	COURSE NUMBER	TERM	TIME
1. Introduction to Biotechnology	BIOL 190 F	Fall 2019 & Spring 2020	TBD
2. Introduction to Biotechnology Lab	BIOL 190 L F	Fall 2019 & Spring 2020	TBD

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

These course has been offered previously to college bound high school students. Courses helped those students to access college and be successful as they begin their college career.

4. BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. Introduction to Biotechnology	TBD	TBD	Lab Manuals	TBD
2. Introduction to Biotechnology Lab	TBD	TBD	Lab Manuals	TBD

5. FACILITIES USE

5.1 COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 17, Facilities, of this CCAP Agreement.

5.2 COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS
N/A			

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO:	BOARD OF TRUSTEES	Action	_____
		Resolution	_____
DATE:	April 23, 2019	Information	X
		Enclosure(s)	X
SUBJECT:	Vision for Success (VFS) Local Goal Setting		

BACKGROUND: State law requires all California Community Colleges to adopt local goals aligned with the *Vision for Success*, produce several plans to guide how the colleges will use state resources consistent with the Guided Pathways framework, and adopt budgets each year to support these activities.

In July 2017, the state Chancellor's Office released the *Vision for Success: Strengthening the California Community Colleges to Meet California's Needs*. Citing the economic and educational needs of California, this document established a vision for improvement, including clear goals and a set of commitments needed to reach these goals. State legislation after the release of the VFS mandates stronger linkages between financial planning and educational planning, with a new focus on alignment of these plans with college performance goals. The state Chancellor's Office is using the legislative mandate to encourage the colleges to use planning as the institutional strategy to improve student outcome and advance student equity. With the analysis of data available via the Student Success Metrics dashboard, the colleges are also encouraged to pay attention to persistent and ongoing challenges in student success and equity. Through a process of collegial consultation, the local planning and goal setting are meant to create a shared commitment to a path forward.

Cypress and Fullerton Colleges have done precisely that-using local collegial consultation processes to arrive at a set of local goals that are aligned with the goals in the VFS. These local goals and the data analysis to back up the goals are now being submitted to the Board for information and first reading. They will come back for Board approval on May 14, 2019 before submission to the state Chancellor's Office by May 31, 2019.

NOCE does not fall under the state mandate to have their local goal setting approved by the Board. However, in their strategic planning process, they have aligned their strategic goals with the VFS goals and their summary is attached for information purposes.

This item is being submitted by Cherry Li-Bugg, Vice Chancellor, Educational Services and Technology on behalf of Cypress College and Fullerton College.

How does this relate to the five District Strategic Directions? This item meets District Strategic Direction 4 by supporting strategic and comprehensive planning activities at the campus and District levels.

How does this relate to Board Policy: This item responds to BP 3250: Institutional Planning.

FUNDING SOURCE AND FINANCIAL IMPACT: State general funding and special funding such as Guided Pathways funding.

RECOMMENDATION: It is recommended that the Board receive as information Cypress and Fullerton Colleges' local goals in alignment with the *Vision for Success*.

Cherry Li-Bugg
Recommended by

Approved for Submittal

4.c.2
Item No.

Vision for Success: Local Goal Setting Updated April 2019

Goal 1 – Completion

- System-wide 20% increase in the number of CCC students annually meeting the vision completion goal
- Cypress College chose Goal 1A: Increase All Students Who Earned an Associate Degree (including ADTs)
 - baseline – 1,058 in 2016-17
 - goal – 1,270 in 2021-22, 20% increase
- Disproportionate impact
 - Black or African American students (increase by 69% from 36 to 61)
 - LGBT students (increase by 111% from 18 to 38)

Goal 2 – Transfer

- System-wide 35% increase in the number of CCC students annually transferring to UC or CSU.
- Cypress College chose Goal 2A: Increase All Students Who Earned an Associate Degree for Transfer
 - baseline – 472 in 2016-17
 - goal – 638 in 2021-22, 35% increase
- Disproportionate impact
 - Black or African American students (increase 88% from 16 to 30)
 - LGBT students (increase 90% from 10 to 19)
 - Students from some other race (increase 75% from 12 to 21)

Goal 3 – Unit Accumulation

- System-wide decrease average from 87 to 79 for CCC students earning associate degrees
- Cypress College chose Goal 3A: Decrease Average Number of Units Accumulated by All Associate Degree Earners
 - baseline – 95 in 2016-17
 - goal – 82 in 2021-22, 14% decrease
- Disproportionate impact analysis not required for this goal

Goal 4 – Workforce

- System-wide increase from 60% to 69% of exiting CTE students employed in field of study
- Cypress College chose Goal 4A: Increase Median Annual Earnings of All Students
 - baseline – \$25,524 in 2016-17
 - goal - \$30,629 in 2021-22, 20% increase
- Disproportionate impact analysis not required for this goal

Goal 5 – Equity

- System-wide reduce equity gaps for the above measures by 40% within 5 years

- Cypress College will increase numbers relate to AA+ADT and ADT earners:
 - Increasing the number of Black or African American students earning associate degrees and ADTs
 - Increasing the number of LGBT students earning associate degrees and ADTs
 - Increasing the number of students from other races earning ADTs

Goal 6 – Achievement Gap

- System-wide reduce achievement gaps for the above measures fully within 10 years
- Colleges are not required to set specific goals for this area because it is not easily accomplished by individual colleges and instead remains a statewide goal



Fullerton College

Vision for Success: Local Vision Goals (Adopted April 2019)

The goals are in process and will be finalized prior to May 14, 2019.

Goal 1 – Completion

System-wide Goal – increase by 20% the number of CCC students annually meeting the vision completion goal

Fullerton College Goals:

- Goal 1A – Increase All Students Who Earned an Associate Degree (ADTs included)
 - Baseline: 1,761 students in 2016-2017
 - Goal: 2,012 students by 2021-2022, 14% increase
- Goal 1B – Increase All Students Who Earned a Chancellor's Office Approved Certificate
 - Baseline: 252 students in 2016-2017
 - Goal : 288 students by 2021-2022, 14% increase
- Goal 1C – Increase All Students Who Attained the Vision Goal Completion Definition
 - Baseline: 1,840 students in 2016-2017
 - Goal: 2,102 students by 2021-2022, 14% increase

Goal 2 – Transfer

System-wide Goal – increase by 35% the number of students transferring annually to CSU or UC

Fullerton College Goals:

- Goal 2A – Increase All Students Who Earned an Associate Degree for Transfer
 - Baseline: 771 students in 2016-2017
 - Goal: 900 students by 2021-2022, 17% increase
- Goal 2B – Increase All Students Who Transferred to a CSU or UC Institution
 - Baseline: 2,080 students in 2016-2017
 - Goal: 2,385 students by 2021-2022, 15% increase

Goal 3 – Unit Accumulation

System-wide Goal – decrease by 9%, from 87 units to 79 units, the average number of units accumulated by CCC students earning associate degrees

Fullerton College Goal:

- Goal 3A – Decrease Average Number of Units Accumulated by All Associate Degree Earners
 - Baseline: 84 units in 2016-2017
 - Goal: 79 units by 2021-2022, 6% decrease

Goal 4 – Workforce

System-wide Goal – Increase by 9%, from 69% to 76%, the percent of exiting students who report being employed in their field of study

Fullerton College Goals:

- Goal 4A – Increase Median Annual Earnings of All Students
 - Baseline: \$24,476 in 2016-2017
 - Goal: \$33,890 by 2021-2022, 38% increase

- Goal 4B – Increase All Students Who Attained the Living Wage
 - Baseline: 28% of students in 2016-2017
 - Goal: 32% of students by 2021-2022, 14% increase
- Goal 4C – Increase All Students with a Job Closely Related to Their Field of Study
 - Baseline: 64% of students in 2016-2017
 - Goal: 80% of students by 2021-2022, 25% increase

Goal 5 – Equity

System-wide Goal – 40% reduction in the above measures within 5 years and fully closed equity gaps within 10 years

Fullerton College Goals (from FC Student Equity Plan):

- Goal 1C – Increase All Students Who Attained the Vision Goal Completion Definition
 - American Indian/Alaskan Native Female 100% increase by 2021-2022
 - Asian Male 47% increase by 2021-2022
 - African American/Black Female 23% increase by 2021-2022
 - LGBT Female 95% increase by 2021-2022
 - LGBT Male 87% increase by 2021-2022
- Goal 2B – Increase All Students Who Transferred to a CSU or UC Institution
 - American Indian/Alaskan Native Female 50% increase by 2021-2022
 - Black or African-American Female 38% increase by 2021-2022
 - Hispanic/Latino Males 47% increase by 2021-2022
 - DSS Males 20% increase by 2021-2022
 - Foster Youth Females 36% increase by 2021-2022
 - Foster Youth Males 200% increase by 2021-2022
 - LGBT Males 79% increase by 2021-2022

North Orange Continuing Education
Vision for Success

NOCE held its school-wide strategic planning retreat on June 22, 2018. The retreat was attended by 71 participants who worked on the following institutional planning aspects: nature and purpose of strategic planning, implications of the existing Mission, Vision, and Core Values in light of a visioning activity, implications of institutional effectiveness evidence, and priorities of the existing strategic plan steps. The retreat sessions reflected sound planning practice, in that institutional mission should drive strategic planning, and strategic planning should rest on a foundation of evidence. Participants reviewed the Institutional Effectiveness Report and recorded any strategic planning implications based on the evidence presented in that report and then selected the top implications. The five most common themes across all the implications are: research/data, pathways/transitions, student services, student success, student deeds. Eight themes were below the top tier but still above the main frequency: onboarding, professional development, curriculum, equity, access, enrollment management, outreach, marketing. Since that event, staff have been actively engaged in planning activities, including revising the current NOCE Strategic Plan and aligning it with the California Community College Vision for Success Goals.

In October 2018, NOCE convened a representative strategic planning ad hoc workgroup. Based on the findings of the Strategic Planning Retreat, the goal of the workgroup was to develop a revised NOCE Strategic Plan by identifying institutional strategic goals, consolidating existing action steps, and designing measurable objectives for each of the strategic goals. The workgroup members used the Vision for Success Local Goal-Setting Guidance as a resource for aligning NOCE goals with the System’s strategic goals. The chart below illustrates the alignment of the NOCE Revised Strategic Plan Goals with the Vision for Success Goals.

Vision for Success Goals	NOCE Revised Strategic Plan Goals
GOAL 1: Completion Systemwide, increase by at least 20 percent the number of CCC students annually who acquire associate degrees, credentials, certificates, or specific job skill sets that prepare them for in-demand jobs by 2021-22.	Goal 2: Guided Pathways Create and maintain educational pathways to increase the likelihood of completion and transition to workforce, credit programs, and beyond.
GOAL 2: Transfer Systemwide, increase by 35 percent the number of CCC students transferring annually to a UC or CSU by 2021-22.	
GOAL 4: Workforce Systemwide, increase the percent of exiting CTE students who report being employed in their field of study, from the most recent statewide average of 69% to 76% by 2021-22.	
GOAL 5: Equity Systemwide, reduce equity gaps across all of the above measures through faster improvements among traditionally underrepresented student groups, with the goal of cutting achievement gaps by 40 percent by 2021-22 and fully closing those achievement gaps for good by 2026-27.	Goal 4: Equity Engage in targeted efforts toward eliminating the gap of the disproportionately impacted groups of students identified in the NOCE Student Equity Plan.
	Goal 1: Institutional Effectiveness Develop a school-wide cycle of program review which includes data collection, analysis, and discussion and use it to support Student Learning Outcomes (SLOs), curriculum, instruction, and program improvement.
	Goal 3: Capacity Using relevant data, develop evidence-based strategies to align NOCE’s institutional capacity with the needs of the community within the District’s service area.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: BOARD OF TRUSTEES Action X
DATE: April 23, 2019 Resolution _____
SUBJECT: Academic Personnel Information _____
Enclosure(s) X

BACKGROUND: Academic personnel matters within budget.

How does this relate to the five District Strategic Directions? Not applicable.

How does this relate to Board Policy: These items are in compliance with Chapter 7, Human Resources, Board Policies and Administrative Procedures relating to personnel administration.

FUNDING SOURCE AND FINANCIAL IMPACT: All personnel matters are within budget.

RECOMMENDATION: It is recommended that the following items be approved as submitted.

Irma Ramos

Recommended by

Approved for Submittal

5.a.1

Item No.

TEMPORARY MANAGEMENT CONTRACT

Perkins, Deborah	NOCE	Interim Director, Student Success and Support Programs 12 Month Position (100%) Range 24, Column C Management Salary Schedule Eff. 04/29/2019-06/30/2019 PN SIM974
Timmermans, Dana	FC	Interim Director, Behavioral Health Services 12 Month Position (100%) Range 20, Column G Management Salary Schedule Eff. 04/24/2019-06/30/2019 PN FIM596

TEMPORARY REASSIGNMENT

Huerta Aguilera, Flor	FC	Counselor
	To:	Interim Dean, Counseling and Student Development 12 Month Position (100%) Range 32, Column G Management Salary Schedule Eff. 04/24/2019-06/30/2019 PN CIM978

EXTENSION OF TEMPORARY MANAGEMENT CONTRACT

Huerta Aguilera, Flor	FC	Interim Dean, Counseling and Student Development Range 32, Column G Management Salary Schedule Eff. 07/01/2019-06/30/2020
Timmermans, Dana	FC	Interim Director, Behavioral Health Services Range 20, Column G Management Salary Schedule Eff. 07/01/2019-06/30/2020

ADDITIONAL DUTY DAYS @ PER DIEM

House, Joshua	CC	Forensics Coach	11 days
Page, Jennifer	CC	Forensics Coach	11 days

Academic Personnel
April 23, 2019

PAYMENT FOR INDEPENDENT LEARNING CONTRACT SPRING 2019

Higuchi, Natsuyo CC \$20.00

LEAVE OF ABSENCE

Carter, Danny FC Drafting Technology Instructor
Family Medical Leave (FMLA/CFRA) (100%)
Paid Leave using Regular and Supplemental
Sick Leave until Exhausted; Unpaid thereafter
Eff. 04/01/2019-05/25/2019

Covey, Kendyl CC English Instructor
Family Medical Leave (FMLA/PDL) (100%)
Paid Leave using Regular and Supplemental
Sick Leave until Exhausted; Unpaid thereafter
Eff. 05/09/2019-05/25/2019

Larez, Jennie CC Health Information Technology Instructor
Family Medical Leave (FMLA/CFRA) (100%)
Paid Leave using Regular and Supplemental
Sick Leave until Exhausted; Unpaid thereafter
Eff. 04/11/2019-05/25/2019

Shafer, Julie CC Photography Instructor
Family Medical Leave (FMLA/CFRA) (100%)
Paid Leave using Regular and Supplemental
Sick Leave until Exhausted; Unpaid thereafter
Eff. 04/08/2019-04/14/2019

TEMPORARY ACADEMIC HOURLY-INSTRUCTIONAL-2019 SUMMER
INTERSESSION

Itagaki, Michael FC Column 1, Step 3

TEMPORARY ACADEMIC HOURLY-INSTRUCTIONAL-2019 SPRING SEMESTER,
WINTER/SPRING TRIMESTER

Carralejo, Caitlyn CC Column 1, Step 1
Marlowe, Walter NOCE Column 1, Step 1
Montero, Vanessa FC Column 1, Step 1

TEMPORARY ACADEMIC HOURLY-NONINSTRUCTIONAL

Carralejo, Caitlyn CC Column 1, Step 1
Montero, Vanessa FC Column 1, Step 1

TEMPORARY ACADEMIC HOURLY-SPECIAL SERVICES

Altebarmakian, Tamar	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Barretto, Jacqueline	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Bustos, Idalith	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Damer, Mouminat	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Daugherty, Sarah	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Dymond, Danielle	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Edmund, Adira	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Farol, Ronald	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Flores-Salcido, Dahlia	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Ford, Julie	CC	Supervising Dentist (DH Program) Column 3, Step 2 Lab Rate, Adjunct Faculty Salary Schedule Eff. 2019 Summer Intersession
Gabriel, Diane	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019

Academic Personnel
April 23, 2019

Ho, Jen	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Jenkins, Jason	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Jure, Josiah	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Khan, Shazia	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Kilzer, Cassandra	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Knowles, Kevin	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Morrison, Anna	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Osle, Janessa	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Powell, Laura	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Provenzano, Maureen	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Rasmussen, Amy	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019

Academic Personnel
April 23, 2019

Reeves, Mallory	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Robles, Emily	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Sharp, Cara	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Simoese, Nora	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Villarruel, Ruby	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019
Walker, Lynn	CC	Acceleration Training Day Stipend not to exceed \$100.00 Eff. 03/22/2019

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: BOARD OF TRUSTEES Action X
DATE: April 23, 2019 Resolution _____
SUBJECT: Classified Personnel Information _____
Enclosure(s) X

BACKGROUND: Classified personnel matters within budget.

How does this relate to the five District Strategic Directions? Not applicable.

How does this relate to Board Policy: These items are in compliance with Chapter 7, Human Resources, Board Policies and Administrative Procedures relating to personnel administration.

FUNDING SOURCE AND FINANCIAL IMPACT: All personnel matters are within budget.

RECOMMENDATION: It is recommended that the following items be approved as submitted.

Irma Ramos

Recommended by

Approved for Submittal

5.b.1

Item No.

Classified Personnel
April 23, 2019

RESIGNATION

Perkins, Deborah FC Special Projects Director, Student Equity
Temporary Management Position (100%)
Eff. 04/27/2019
PN FCT978

Timmermans, Dana FC Special Projects Director, Student Health
Temporary Management Position (100%)
Eff. 04/24/2019
PN FCT599

NEW PERSONNEL

Beck, Mary Ann FC Child Care Teacher I
12-month position (100%)
Range 22, Step E
Classified Salary Schedule
Eff. 04/23/2019
PN FCC954

De Anda, Elvia FC Child Care Teacher I
12-month position (100%)
Range 22, Step B
Classified Salary Schedule
Eff. 04/23/2019
PN FCC912

Ghatikar, Rachel CC Special Project Director/College Foundation and
Community Relations
Temporary Management Position (100%)
Range 2, Special Project Admin Daily Rate Schedule
Eff. 05/01/2019 – 06/30/2019
PN CCT999

Otieno, Naomi CC Executive Assistant
12-month position (100%)
Range 41, Step A
Classified Salary Schedule
Eff. 05/06/2019
PN CCC688

Classified Personnel
April 23, 2019

PROMOTION

Gomber, Brian	CC	Facilities Custodian I 12-month position (100%) PN CCC840
	To:	Skilled Maintenance Assistant 12-month position (100%) Range 34, Step E + 15% Longevity + PG&D Classified Salary Schedule Eff. 04/24/2019 PN CCC909
Kiely, Janae	FC	Administrative Assistant II 12-month position (100%) PN FCC695
	To:	Office Coordinator 12-month position (100%) Range 40, Step D Classified Salary Schedule Eff. 04/24/2019 PN FCC998

VOLUNTARY CHANGES IN ASSIGNMENT

Salazar, Kellyann	FC	Health Education Coordinator (100%) Temporary Decrease In Percent Employed From: 100% To: 60% Eff. 04/20/2019 – 06/30/2019
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PROFESSIONAL GROWTH & DEVELOPMENT

Monroy, Yamileth	FC	Student Services Specialist, Counseling 1 st increment (\$400) Eff. 07/01/2019
Phelps, Celeste	CC	Director, DSS 1 st increment (\$400) Eff. 07/01/2019

Classified Personnel
April 23, 2019

STIPEND FOR ADDITIONAL MANAGEMENT DUTIES

Cornell, Jennifer	CC	Administrative Assistant III (100%) 10% Stipend Eff. 01/01/2019 – 06/30/2019
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LEAVES OF ABSENCE

Coggi, Anita	FC	Administrative Assistant II (100%) Military Leave With Pay (USERRA) Eff. 03/22/2019 – 03/27/2019
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Davis, Anthony	AC	Printer (100%) Family Medical Leave (FMLA/CFRA) Paid Leave Using Regular and Supplemental Sick Leave Until Exhausted; Unpaid Thereafter Eff. 02/20/2019 – 05/22/2019 (Consecutive Leave)
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Garrett, Taylor	CC	Administrative Assistant III (100%) Unpaid Personal Leave Eff. 05/30/2019 – 05/31/2019; 06/03/2019
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Lopez, Della	CC	Administrative Assistant I (100%) Family Medical Leave (FMLA/CFRA) Paid Leave Using Regular and Supplemental Sick Leave Until Exhausted; Unpaid Thereafter Eff. 04/08/2019 – 05/06/2019 (Consecutive Leave)
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CORRECTION TO BOARD AGENDA OF APRIL 9, 2019
RESIGNATION

Taylor, Gail	CC	Special Projects Director, College Foundation and Community Relations (100%) Eff. 04/30/2019 PN CCT991
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NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: BOARD OF TRUSTEES

DATE: April 23, 2019

SUBJECT: Professional Experts

Action	X
Resolution	_____
Information	_____
Enclosure(s)	X

BACKGROUND: Professional Experts within budget.

How does this relate to the five District Strategic Directions? Not applicable.

How does this relate to Board Policy: These items are in compliance with Chapter 7, Human Resources, Board Policies and Administrative Procedures relating to personnel administration.

FUNDING SOURCE AND FINANCIAL IMPACT: All personnel matters are within budget. The supervising manager is authorized by the Board to assign budget numbers in the employment of Professional Experts.

RECOMMENDATION: It is recommended that the following items be approved as submitted.

Irma Ramos

Recommended by

Approved for Submittal

5.c.1

Item No.

Professional Experts
 April 23, 2019

PROFESSIONAL EXPERTS

Name	Site	Job Classification	Project Title	Max Permitted Hours per Week	Begin	End
Filip, Dragana	CC	Technical Expert II	Nursing Proficiency Testing Bursar Account	15	04/01/2019	06/05/2019
McGuthry, Katheryn	FC	Project Manager	Academic Role Boosting: Decreasing the Men of Color Achievement Gap	10	04/08/2019	06/30/2019
Oberlin, Richard	AC	Technical Expert II	Rewrite Payroll Load Process	26	04/10/2019	06/30/2019
Perez, Laurel	CC	Technical Expert II	Nursing Enrollment Growth Grant	12	09/11/2018	09/12/2018
Tse, Courtney	NOCE	Project Expert	Mobility Trainer	26	04/08/2019	06/28/2019

NOCE TUITION PROGRAMS

Name	Salary	Trimester	Max Permitted Hours per Week
Huyhn, Trizzie	Tuition Rate	Spring	26

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: BOARD OF TRUSTEES Action X
DATE: April 23, 2019 Resolution _____
SUBJECT: Hourly Personnel Information _____
Enclosure(s) X

BACKGROUND: Short-term, substitute and student work-study/work experience personnel may be employed on a temporary basis from time to time to assist in the workload of various departments.

In accordance with the District’s administrative procedures, the employment of short-term and substitute employees is restricted to not more than twenty-six (26) hours per week. The employment of student employees is restricted to not more than twenty (20) hours per week.

How does this relate to the five District Strategic Directions? Not applicable.

How does this relate to Board Policy: These items are in compliance with Chapter 7, Human Resources, Board Policies and Administrative Procedures relating to personnel administration.

FUNDING SOURCE AND FINANCIAL IMPACT: All personnel matters are within budget.

RECOMMENDATION: It is recommended that the following items be approved as submitted.

Irma Ramos

Recommended by

Approved for Submittal

5.d.1

Item No.

Hourly Personnel
April 23, 2019

Short-Term Hourly

Name	Site	Title and Description of Service	Begin	End	Grade/Step
Alfajora, Kristen	FC	Direct Instr Support - Assist in ACT computer lab	04/24/19	06/30/19	TE A 1
Anderson, James	FC	Tech/Paraprof - Men's Volleyball Assistant Coach	06/01/19	06/30/19	TE H 4
Antunez, Brianna	FC	Clerical/Secretarial - Assist in Library	04/24/19	05/25/19	TE A 1
Delgado, Lilibeth	FC	Clerical/Secretarial - Assist in Admissions and Records	06/14/19	06/30/19	TE A 2
Escuadra, Lea	NOCE	Direct Instr Support - Assist as Summer Camp Counselor	06/05/19	06/29/19	TE B 2
Gonzalez, Gisela	FC	Clerical/Secretarial - Assist in Admissions and Records	06/14/19	06/30/19	TE A 2
Loayza, Gabriela	AC	Clerical/Secretarial - Asssit in Technology Department	05/01/19	06/30/19	TE A 1
Mendez, Miguel	NOCE	Clerical/Secretarial - Assist in Grad to Be Program/Outreach	04/24/19	06/30/19	TE B 1
Nanjo, Danielle	FC	Clerical/Secretarial - Assist in Admissions and Records	06/14/19	06/30/19	TE A 2
Paredes, Johanna	FC	Clerical/Secretarial - Assist in Admissions and Records	06/14/19	06/30/19	TE A 2
Peterson, Clarie	NOCE	Non-Direct Instr Support - Assist with Kids College summer swim program	06/13/19	06/29/19	TE B 2
Phan, Jeremiah	FC	Direct Instr Support - Assist in ACT computer lab	04/24/19	06/30/19	TE A 1
Ramirez, Jamie	FC	Instr Research Assistant - Assist in Biology with Ant Research Project	04/24/19	06/30/19	TE A 1
Ruiz Vera, Lorena	FC	Tech/Paraprof - On-call theater crew for campus/rental productions	04/24/19	06/30/19	TE B 2
Springer, April	FC	Tech/Paraprof - On-call theater crew for campus/rental productions	04/24/19	06/30/19	TE B 3
Vergara, Ashley	FC	Clerical/Secretarial - Assist in Admissions and Records	06/14/19	06/30/19	TE A 2
Villegas, Isabel	FC	Clerical/Secretarial - Assist in Admissions and Records	06/14/19	06/30/19	TE A 2
Viray, Jene	CC	Clerical/Secretarial - Assist in International Student Center	06/10/19	06/30/19	TE A 2

Tutors, Interpreters, and Readers

Name	Site	Title and Description of Service	Begin	End	Grade/Step
Flores, Daniela	FC	Clerical/Secretarial - Assist in off-campus tutoring at Raymond Elementary	04/24/19	06/30/19	TE A 2

Hourly Personnel
April 23, 2019

Hourly Substitutes

Name	Site	Title and Description of Service	Begin	End	Grade/Step
Cho, Eric	FC	Clerical/Secretarial - Substitute for vacant Student Svs. Spec. PN FCC599	04/24/19	06/30/19	TE B 4
Maciag, Andrea	FC	Clerical/Secretarial - Substitute for vacant Student Svs. Spec. PN FCC599	04/24/19	06/30/19	TE B 4

Full Time Students and Work Study

Name	Site	Title and Description of Service	Begin	End	Grade/Step
Concepcion, Charmaine	FC	Work Study Student - Assist in EOPS	04/24/19	06/30/19	TE A 2
Dang, Tran	CC	Work Study Student - Assist in Financial Aid	04/24/19	06/30/19	TE A 1
Hunt, Ian	FC	Work Study Student - Assist in Admissions and Records	04/24/19	06/30/19	TE A 2
Mora, Marisol	FC	Work Study Student - Assist in Financial Aid	04/24/19	06/30/19	TE A 2
Stephenson, Chris	FC	Work Study Student - Assist in the Music Department	04/24/19	06/30/19	TE B 1

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: BOARD OF TRUSTEES

DATE: April 23, 2019

SUBJECT: Volunteers

Action	<u>X</u>
Resolution	_____
Information	_____
Enclosure(s)	<u>X</u>

BACKGROUND: The District recognizes the value of volunteer services in conjunction with certain programs, projects, and activities and may use the services of volunteers from time to time, when it serves the interests of the District. Volunteers are individuals who freely offer to perform services for the District without promise, expectation, or receipt of any compensation for the services provided.

How does this relate to the five District Strategic Directions? Not applicable.

How does this relate to Board Policy: Not applicable.

FUNDING SOURCE AND FINANCIAL IMPACT: Not applicable.

RECOMMENDATION: It is recommended that the following items be approved as submitted.

Irma Ramos

Recommended by

Approved for Submittal

5.e.1

Item No.

Volunteer Personnel
 April 23, 2019

Name	Site	Program	Begin	End
Beloud, Anh	FC	Tutoring Center - Cosmetology	01/23/2019	05/31/2019
Bhatt, Neha	FC	Tutoring Center - Cosmetology	04/03/2019	06/30/2019
Cano-Merideth, Noemi	FC	Tutoring Center - Cosmetology	01/23/2019	05/31/2019
Curtis, Nicole	FC	Social Sciences - Psychological Convention	04/26/2019	04/27/2019
Ignacio, Dell	FC	Tutoring Center - Cosmetology	01/23/2019	05/31/2019
Jauregui, Yessica	FC	Tutoring Center - Cosmetology	04/02/2019	06/30/2019
McCollum, Cristina	FC	Tutoring Center - Cosmetology	01/23/2019	05/31/2019
Miller, Dustin	FC	Tutoring Center - Cosmetology	04/02/2019	06/30/2019
Nguyen, William	FC	Tutoring Center - Japanese	11/27/2018	06/30/2019
Oknayan, Alexandra	FC	Social Sciences - Psychological Convention	04/26/2019	04/27/2019
Quintana, Martha	FC	Tutoring Center - Cosmetology	01/23/2019	05/31/2019
Samarin, Nathan	FC	Social Sciences - Psychological Convention	04/26/2019	04/27/2019
Smith, Cynthia	FC	Tutoring Center - Cosmetology	01/23/2019	05/31/2019
Yim, Jean	FC	Tutoring Center - Cosmetology	04/02/2019	06/30/2019

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO:	BOARD OF TRUSTEES	Action	_____
		Resolution	_____
DATE:	April 23, 2019	Information	X
		Enclosure(s)	X
SUBJECT:	Revised Administrative Procedures		

BACKGROUND: The Administrative Procedures included in this agenda item were reviewed and revised to reflect one or more of the following: content revisions recommended by Chancellor’s Staff; content revisions recommended by Jane Wright, CCLC Consultant, and/or grammar corrections. The District Consultation Council reviewed, discussed, and reached consensus on the noted Administrative Procedures on March 25, 2019. The approved procedures are provided to the Board as information in compliance with Board Policy 2410, Board Policies and Administrative Procedures.

Chapter 2, Board of Trustees

AP 2350, Speakers: This procedure was reviewed as part of the 6-year review cycle, and revised to cite the corresponding board policies and administrative procedure.

AP 2360, Minutes: This procedure was reviewed as part of the 6-year review cycle, and revised to include minor edits to Sections 1.0 and 2.0 and to cite the corresponding board policies and administrative procedures.

AP 2365, Recording: This procedure was reviewed as part of the 6-year review cycle, and revised to include a grammar edit to Section 1.0 and to cite the corresponding board policies and administrative procedures.

AP 2410, Board Policies and Administrative Procedures: This procedure was reviewed as part of the 6-year review cycle, and revised to update the “Reference” section and add “confidential employees” to Section 1.0.

AP 2430, Delegation of Authority to the Chancellor: This procedure was reviewed as part of the 6-year review cycle, and revised to include grammar edits to the “Reference” section.

AP 2431, Chancellor Selection: This procedure was reviewed as part of the 6-year review cycle, and revised to update the “Reference” section and included minor edits throughout.

AP 2435, Evaluation of Chancellor: This procedure was reviewed as part of the 6-year review cycle, and revised to include minor edits throughout and to cite the corresponding board policy.

AP 2510, Participation in Local Decision-making: This procedure was reviewed as part of the 6-year review cycle, and revised to include minor edits and grammar corrections throughout.

Chapter 7, Human Resources

AP 7230-4, Confidential Employees – Leaves: This procedure was revised to edit language in Sections 1.0, 1.2.3, 1.3.2, 6.1, and 11.0; add new language in Sections 1.2.4, 1.2.5, 8.0, 8.1, 8.2, 9.0, 9.1, and 9.2; renumber accordingly; and cite the new corresponding AP 7340.

AP 7240-4, Management Employees – Leaves: This procedure was revised to edit language in Sections 1.0, 1.1.2.4, 1.1.2.5, and 6.1; add new language in Sections 8.0, 8.1, 9.0, 9.1, and 13.0; renumber accordingly; and cite the new corresponding AP 7340.

How does this relate to the five District Strategic Directions? This item responds to District Strategic Direction #4: The District will implement best practices related to planning, including: transparent decision-making processes, support of strategic and comprehensive planning activities at campus and district levels, and the allocation of resources to fund planning priorities.

How does this relate to Board Policy: This item is in accordance with Board Policy 2410, Board Policies and Administrative Procedures.

FUNDING SOURCE AND FINANCIAL IMPACT: Not applicable.

RECOMMENDATION: It is recommended that the Board receive as information the following revised Administrative Procedures:

- **AP 2350, Speakers**
- **AP 2360, Minutes**
- **AP 2365, Recording**
- **AP 2410, Board Policies and Administrative Procedures**
- **AP 2430, Delegation of Authority to the Chancellor**
- **AP 2431, Chancellor Selection**
- **AP 2435, Evaluation of Chancellor**
- **AP 2510, Participation in Local Decision-making**
- **AP 7230-4, Confidential Employees – Leaves**
- **AP 7240-4, Management Employees – Leaves**

The revised Administrative Procedures are available on the District's website, where they are readily accessible by students, employees, and the general public.

North Orange County Community College District
ADMINISTRATIVE PROCEDURES
Chapter 2
Board of Trustees

AP 2350 Speakers

Reference:

Education Code Section 72121.5;
Government Code Section 54954.2

- 1.0 Speaker request cards are available outside the Board Room before each meeting. When completed, the cards should be turned in to the Recording Secretary of the Board.
- 2.0 Speaker request cards are to be submitted at the beginning of the meeting. Exceptions may be made at the discretion of the Board President.
- 3.0 Public comments will be summarized in the Board meeting minutes. Upon request by a speaker who is addressing the Board, a “for-the-record” statement shall be included in the Board Meeting Supplemental Minutes, with the understanding that the speaker will provide a written copy of the statement at the time it is presented.

See Board Policy and Administrative Procedure 2345, Public Participation at Board Meetings; Board Policy 2350, Speakers; and Board Policy 2355, Decorum

Date of Adoption: June 24, 2003

Date of Last Revision: March 25, 2019 District Consultation Council
March 23, 2009 Chancellor’s Cabinet

North Orange County Community College District
ADMINISTRATIVE PROCEDURES
Chapter 2
Board of Trustees

AP 2360 Minutes

Reference:

Education Code Section 72121(a)

- 1.0 The Chancellor's Office is responsible for maintaining minutes of Board meetings according to current law and the provisions of the Brown Open Meetings Act. The minutes shall be written to include only actions proposed and/or approved by the Board of Trustees.
- 2.0 Public comments will be summarized in the Board meeting minutes. Upon request by a speaker who is addressing the Board of Trustees, a "for-the-record" statement shall be included in the Board Meeting Supplemental Minutes, with the understanding that the speaker will provide a written copy of the statement at the time it is presented.

See Board Policy 2310, Regular Meetings of the Board; Board Policy and Administrative Procedure 2320, Special and Emergency Meetings; Board Policy and Administrative Procedure 2340, Agendas; Board Policy and Administrative Procedure 2345, Public Participation at Board Meetings; Board Policy and Administrative Procedure 2350, Speakers; Board Policy 2360, Minutes; Board Policy and Administrative Procedure 2365, Recording; and Board Policy and Administrative Procedure 3300, Public Records

Date of Adoption: June 24, 2003

Date of Last Revision: March 25, 2019 District Consultation Council
March 23, 2009 Chancellor's Cabinet

North Orange County Community College District
ADMINISTRATIVE PROCEDURES
Chapter 2
Board of Trustees

AP 2365 Recording

Reference:

Government Code Section 54953.5

- 1.0 The Chancellor's Office is responsible for maintaining audio recordings of Board meetings, excluding closed sessions, for a minimum of thirty (30) days following the meeting.
 - 1.1 The audio recordings shall be made available to the public and the news media in accordance with the California Public Records Act, Government Code Section 6250.
 - 1.2 The agenda for each meeting shall state, in a prominent place, that the meetings are being recorded electronically.

See Board Policy 2310, Regular Meetings of the Board; Board Policy and Administrative Procedure 2320, Special and Emergency Meetings; Board Policy and Administrative Procedure 2340, Agendas; Board Policy and Administrative Procedure 2345, Public Participation at Board Meetings; Board Policy and Administrative Procedure 2350, Speakers; Board Policy and Administrative Procedure 2360, Minutes; Board Policy 2365, Recording; and Board Policy and Administrative Procedure 3300, Public Records

Date of Adoption: June 24, 2003

Date of Last Revision: March 25, 2019 District Consultation Council

AP 2410 Board Policies and Administrative Procedures

Reference:

Education Code Section 70902;
ACCJC Accreditation Standards I.B.7, I.C.5, IV.C.7, and IV.D.4;
WASC/ACS Criterion 2, Indicator 2.4

- 1.0 Board policies are regularly reviewed by the District Consultation Council, which recommends revisions to ensure currency and compliance with state and federal laws. Any employee, student, or member of the public may initiate a review of any policy by submitting a request or recommendation in writing to the Chancellor's Office. In accordance with District policies, the District Consultation Council is composed of representatives of students, faculty, classified employees, confidential employees, and administration. Other employees with expertise in specific areas governed by a District policy may be consulted during the revision process.

- 2.0 All policies and administrative procedures are available to employees and the public through the offices of the Chancellor, the College Presidents, the Provost of Continuing Education and the District website.

Date of Adoption: June 24, 2003

Date of Last Revision: March 25, 2019 District Consultation Council
September 26, 2016 District Consultation Council
February 23, 2015 District Consultation Council

AP 2430 Delegation of Authority to the Chancellor

Reference:

Education Code Section 70902;
ACCJC Accreditation Standards IV.B.5, IV.C.12, and IV.D.1;
WASC/ACS Criterion 2, Indicator 2.1

- 1.0 The Chancellor delegates full responsibility and authority to the College Presidents and the Provost to implement and administer delegated policies and holds them accountable for the operation of their respective institution.
- 2.0 When the Chancellor is away from the District for business or personal reasons, one of the Executive Officers of the District will be designated to be in charge.

Date of Adoption: June 24, 2003

Date of Last Revision: March 25, 2019 District Consultation Council
September 14, 2016 Chancellor's Staff
February 23, 2015 District Consultation Council

AP 2431 Chancellor Selection

Reference

**Education Code Sections 70901.2(a), 70902(b)(7), and 70901.2(a);
Title 5 Sections 53203(f), 53024, 53200-53206, 51023.5, and 51023.7;
CCLC Trustee Handbook Chapters 24, 26, and 27;
NOCCCD Board Policies and Administrative Procedures: BP/AP 7120-4;
ACCJC Accreditation Standards IV.B, IV.C.3, and IV.D.1-2, 4, 7;
WASC/ACS Criterion 2, Indicator 2.4**

1.0 Application

- 1.1 Selecting a Chancellor is the most important decision that a Board will make. A well-designed search process reflects positively on the Board of Trustees and the District. A good search process is developed and directed by the Board, involves appropriate constituencies in the institution and community, and is based on district goals and priorities. A successful search results in the selection of a person that the Board of Trustees, District employees, students, and community can fully support.
- 1.2 This procedure is established by the Board of Trustees pursuant to the provisions of Board Policy 2431, Chancellor Selection, and shall apply to the selection of the Chancellor for the North Orange County Community College District. The process by which the Chancellor is selected is the prerogative of the Board of Trustees. The final authority for hiring the Chancellor rests with the Board of Trustees.

2.0 Development and Distribution of Job Announcement

2.1 Development of Job Announcement

- 2.1.1 The job announcement for the position shall be developed by the Vice Chancellor of Human Resources under the direction of the Board of Trustees with consideration of recommendations from the screening committee and shall include the following information:
 - 2.1.1.1 The position;
 - 2.1.1.2 The major duties of the position, which shall also include the following statement: "Sensitivity to and understanding of the disabilities and diverse academic, socioeconomic, cultural, and ethnic background of students;"
 - 2.1.1.3 The qualifications for the position, which shall include the minimum qualifications for service as required by law and/or such other qualifications as established by the District;
 - 2.1.1.4 The desirable qualifications for the position, which would clearly render the applicant better able to perform the job, but which are not required for satisfactory performance. Desirable

AP 2431 Chancellor Selection

qualifications must be bona fide occupational qualifications which are specific and directly reflective of the screening criteria to be utilized in the selection process.

2.1.2 The Vice Chancellor of Human Resources shall review the job description for accuracy, clarity, and consistency with legal requirements and District policy, and shall prepare and publish a final job announcement, which shall include complete information regarding the application procedure and requirements.

2.2 Distribution of Job Announcement

2.2.1 In consultation with the Board of Trustees, the Vice Chancellor of Human Resources shall determine the closing date for the position such that the job announcement will be distributed at least six weeks prior to the closing date.

2.2.2 The District Office of Human Resources will advertise and distribute position announcements, as practicable and appropriate.

3.0 **Application Requirements**

3.1 Applications shall be submitted to the District Office of Human Resources.

3.2 A complete application packet must include the following:

3.2.1 Letter of application, which provides examples from background and experience to demonstrate how the candidate's knowledge and expertise apply to the position;

3.2.2 Current resume of education and professional experience;

3.2.3 Academic transcripts of graduate course work (unofficial transcripts may be submitted with application; candidates selected for employment will be required to provide official transcripts and verification of experience prior to the first day of service);

3.2.4 A job description of the applicant's most recent position;

3.2.5 Additional requirements as may be established by the Board of Trustees.

3.3 Required application materials must be submitted online. Applicants shall bear the sole responsibility for ensuring that application packets are complete when submitted. The District does not accept application materials by fax, e-mail, or in person.

AP 2431 Chancellor Selection

4.0 Screening Committee

4.1 A screening committee shall have membership that is inclusive of representation from the District's constituent groups. The committee will participate in the screening and interviewing of candidates and will recommend finalists for the Board's consideration.

4.2 Screening Committee Composition: The screening committee shall include the following:

4.2.1 Representatives from District Constituency Groups

4.2.1.1 The screening committee shall include the following representatives from the District's constituent groups:

4.2.1.1.1 One (1) management representative from Cypress College appointed by the District Management Association;

4.2.1.1.2 One (1) management representative from Fullerton College appointed by the District Management Association;

4.2.1.1.3 One (1) management representative from North Orange Continuing Education appointed by the District Management Association;

4.2.1.1.4 One (1) management representative from the District appointed by the District Management Association.

4.2.1.1.5 One (1) faculty representative from Cypress College appointed by the Cypress College Academic Senate;

4.2.1.1.6 One (1) faculty representative from Fullerton College appointed by the Fullerton College Faculty Senate;

4.2.1.1.7 One (1) faculty representative from North Orange Continuing Education appointed by the North Orange Continuing Education Academic Senate;

4.2.1.1.8 One (1) faculty representative appointed by United Faculty;

4.2.1.1.9 One (1) faculty representative appointed by Adjunct Faculty United.

AP 2431 Chancellor Selection

- 4.2.1.1.10 Four (4) classified employee representatives, one each from Cypress College, Fullerton College, North Orange Continuing Education, and the District Office appointed by CSEA;
 - 4.2.1.1.11 One (1) management representative who reports directly to the Chancellor, appointed by the Chancellor's Staff;
 - 4.2.1.1.12 One (1) confidential employee representative appointed by the Confidential Employees Group.
- 4.2.2 Student Representatives: The screening committee shall include the following representatives from the District's student groups:
- 4.2.2.1 One (1) student representative appointed by the Cypress College Associated Students.
 - 4.2.2.2 One (1) student representative appointed by the Fullerton College Associated Students.
 - 4.2.2.3 One (1) student representative appointed by the appropriate North Orange Continuing Education student representative body.
- 4.2.3 Community Representatives: The screening committee shall include two community representatives appointed by the Board of Trustees.
- 4.2.4 Equal Opportunity/Diversity Representative: The District Director of Diversity and Compliance or the District Director of Human Resources shall serve as the non-voting equal opportunity/diversity representative.
- 4.2.5 Committee Chair: An executive officer of the District appointed by the Board of Trustees shall serve as the non-voting chair of the screening committee, except that where the Board of Trustees elects to retain a search consultant to administer the hiring process, the Board of Trustees may designate the consultant as the chair of the committee.
- 4.2.6 Constituent groups and the Board of Trustees are encouraged to consider diversity when making appointments to the committee.
- 4.3 Responsibilities of Screening Committee Members
- 4.3.1 Responsibilities of All Committee Members
 - 4.3.1.1 Committee members shall participate in all aspects of the process, including, but not limited to, the following:

AP 2431 Chancellor Selection

- 4.3.1.1.1 Training regarding the hiring procedure and equal opportunity employment objectives of the District;
- 4.3.1.1.2 Development of recommended desirable qualifications;
- 4.3.1.1.3 Development of rating criteria and interview questions;
- 4.3.1.1.4 Development of protocols for performance tests;
- 4.3.1.1.5 Evaluation and rating of candidates;
- 4.3.1.1.6 Interviewing of candidates;
- 4.3.1.1.7 Recommendation of finalists.
- 4.3.1.2 Committee members shall maintain strict confidentiality throughout the entire hiring process and after the process is completed.
- 4.3.1.3 A committee member who fails to participate in any aspect of the process may be removed from the committee at the discretion of the committee chair.

4.3.2 Responsibilities of Committee Chair

- 4.3.2.1 The committee chair shall be responsible for the following:
 - 4.3.2.1.1 Ensuring compliance with District policies and procedures in conjunction with the hiring process;
 - 4.3.2.1.2 Convening and conducting committee meetings, according reasonable consideration to the schedules of committee members;
 - 4.3.2.1.3 Coordinating candidate interviews;
 - 4.3.2.1.4 Communicating with applicants, as required;
 - 4.3.2.1.5 Maintaining committee records;
 - 4.3.2.1.6 Performing other duties determined by the Board of Trustees.
- 4.3.2.2 The committee chair will be a nonvoting member of the committee and, except as to performance of the responsibilities described in section 4.3.2.1, will not participate in paper

AP 2431 Chancellor Selection

screening or deliberations regarding the selection of candidates.

4.3.3 Responsibilities of the Equal Opportunity/Diversity Representative

4.3.3.1 The Equal Opportunity/Diversity Representative shall ensure that no candidate is discriminated against on the basis of race, color, gender, sexual orientation, religion, national origin, age, disability, veteran, or marital status, and shall serve as the committee liaison to the Vice Chancellor of Human Resources with responsibility for reporting noncompliance.

4.3.3.2 Any allegation of noncompliance shall be investigated by the District Director of Diversity and Compliance and reported to the Vice Chancellor of Human Resources, who shall take appropriate corrective action, if warranted.

4.3.3.3 The Equal Opportunity/Diversity Representative will be a nonvoting member of the committee and, except as to performance of the responsibilities described in section 4.3.3.1, will not participate in paper screening or deliberations regarding the selection of candidates.

4.4 Screening Committee Procedures

4.4.1 Committee decisions shall be made by a simple majority vote. No additions or replacements to the committee membership shall be made subsequent to the initial meeting of the screening committee.

4.4.2 The screening committee shall develop the following for use in evaluating candidates against the advertised job announcement, which shall be reviewed by the District Director of Diversity and Compliance and approved by the Vice Chancellor of Human Resources prior to consideration of applicant materials by the screening committee:

4.4.2.1 Paper screening criteria and interview questions;

4.4.2.2 Protocol for an administrative demonstration, writing sample, and/or other performance indicators appropriate for the position;

4.4.2.3 Parameters for conducting interviews and administration of performance tests.

4.4.3 Initial Screening of Applications

4.4.3.1 The District Office of Human Resources will examine each applicant's materials for completeness and evidence of compliance with the required qualifications as advertised in the job announcement. Incomplete applications will not be

AP 2431 Chancellor Selection

considered.

4.4.3.2 Complete applications will be independently assessed by each member of the selection committee, using the rating criteria developed by the committee.

4.4.3.3 Committee members shall avoid any discussion of ratings, rankings, or recommendations of candidates until independent evaluations of all candidates have been completed by each committee member.

4.4.3.4 The committee will then discuss the ratings and evaluate the merits of the candidates to determine if there is an adequate pool of professionally qualified candidates with which to continue the selection process.

4.4.3.4.1 If the pool is deemed adequate by the committee, the committee shall proceed with the selection of candidates for interview.

4.4.3.4.2 If the pool is not deemed adequate by the committee, the committee chair shall discuss the matter with the Board of Trustees who shall determine the action to be taken.

4.4.4 Selection of Candidates for Interview

4.4.4.1 After initial screening of the applicants, if the committee determines there is an adequate pool of professionally qualified candidates, the committee will determine the candidates it will interview.

4.4.4.2 The committee chair will establish an interview schedule in consultation with the committee and will notify the candidates to be interviewed.

4.4.4.3 The committee chair will provide each interview candidate a confirmation letter detailing the interview appointment and place, a map and parking permit, and other appropriate materials.

4.4.5 Interview and Performance Tests

4.4.5.1 The circumstances of each interview and performance test, if conducted, shall be as similar as is practicable.

4.4.5.2 Each committee member shall independently assess each candidate using the rating criteria developed by the committee.

AP 2431 Chancellor Selection

4.4.5.3 Committee members shall avoid any discussion of ratings, rankings, or recommendations of the candidates until all interviews and performance tests have been completed and independent evaluations have been completed by each committee member.

4.4.6 Selection of Finalists

4.4.6.1 Following the interviews, the committee chair shall lead discussion, which shall focus on the strengths and weaknesses of the candidates, to determine the candidates to be recommended by the committee as finalists for consideration by the Board of Trustees.

4.4.6.2 In the event there are fewer than three (3) candidates the committee recommends as finalists, the committee chair will meet with the Board to clarify the committee's reasons for the number of candidates recommended.

5.0 **Board of Trustees**

- 5.1 If the Board of Trustees is satisfied with the finalists recommended by the screening committee, the Board of Trustees will interview the finalists.
- 5.2 If the Board of Trustees is not satisfied with the pool of recommended finalists, it may meet with the committee to articulate its concerns and discuss the rationale for the recommendations that were advanced. If the Board of Trustees still feels the process has yielded insufficient choices, it may then ask the committee to forward additional candidates. If a majority of the committee agrees that there are no additional candidates it can recommend to the Board of Trustees, the committee may decline to do so and the committee chair will meet with the Board to clarify the committee's reasons for adhering to the initial list. The Board of Trustees may then decide whether to reconsider the initial candidates, extend the search process, or terminate the process and restart the search for a Chancellor.
- 5.3 The Chancellor's Staff group will interview the finalists and provide feedback to the Board of Trustees in a manner prescribed by the Board of Trustees.
- 5.4 Campus forums shall be conducted as part of the hiring process and in such manner as the Board of Trustees may determine to introduce candidates to the District's constituents and the community.
- 5.5 Site visits may be conducted as part of the hiring process at the discretion of the Board of Trustees. If site visits are conducted, the Board of Trustees shall determine the composition of the visiting team(s).
- 5.6 Reference checking of candidates may be conducted at the discretion of the Board of Trustees and in such manner as the Board of Trustees may determine.

AP 2431 Chancellor Selection

- 5.7 The Board of Trustees shall make the final decision regarding the candidate to be offered the position and reserves the right to discontinue the process or extend the recruitment at any time, at its discretion.

Date of Adoption: May 14, 2013

Date of Last Revision: March 25, 2019 District Consultation Council
September 25, 2017 District Consultation Council
April 25, 2016 District Consultation Council

AP 2435 Evaluation of the Chancellor

Reference:

ACCJC Accreditation Standard IV.C.3;
WASC/ACS Criterion 2, Indicators 2.1 and 2.3

- 1.0 The evaluation of the Chancellor will be based on the job description, goals and objectives of the past year, characteristics of performance, and other elements previously agreed upon, using the Chancellor's Annual Evaluation Form.
 - 1.1 As a part of the evaluation process, the Chancellor and the Board shall mutually agree upon the goals and objectives to be considered for the following year. The Board of Trustees will include in the goals and objectives for the following year those items that appear to have merit for future evaluation.
 - 1.2 The annual evaluation shall be scheduled to coincide with the conclusion of the Chancellor's contract year. The evaluation forms will be distributed to Board members one month prior to the end of the contract year.
 - 1.3 The final evaluation will be based upon:
 - 1.3.1 Progress toward goals and objectives;
 - 1.3.2 A composite of the evaluation forms completed by individual Board members;
 - 1.3.3 The Chancellor's self evaluation; and
 - 1.3.4 A composite of the evaluation forms completed by the Chancellor's Staff and Resource Table members.
 - 1.4 The Board of Trustees, as a whole, will meet with the Chancellor to discuss the final evaluation. A copy of the final evaluation shall be furnished to the Chancellor prior to that meeting.
 - 1.5 The evaluation shall include a discussion of both strengths and weaknesses.
 - 1.6 Each judgment will be based upon an objective review derived from an examination of available information.
 - 1.7 A final written summary evaluation shall be prepared by the Board of Trustees. A signed copy will be retained by the Chancellor and one will be placed in the Chancellor's personnel file.
- 2.0 All materials pertaining to the evaluation of the Chancellor will be retained for a period not to exceed two years in an "Access by Board Only" file located in the Board Office, and thereafter shredded.

AP 2435 Evaluation of the Chancellor

- 3.0 The Chancellor's annual evaluation shall be done solely by the Board of Trustees, utilizing input from the Board members, the Chancellor, Executive Staff, and Resource Table representatives. The Board of Trustees may request input from community representatives. The evaluation forms will be distributed to these individuals at the same time they are distributed to the Board of Trustees.

See Board Policy 2435, Evaluation of the Chancellor

Date of Adoption: June 24, 2003

Date of Revision: March 25, 2019 District Consultation Council
September 14, 2016 Chancellor's Staff
November 26, 2014 Chancellor's Staff
June 14, 2011

AP 2510 Participation in Local Decision-making

Reference:

**Education Code Sections 70902(b)(7);
Title 5, Sections 53200 et seq., 51023.5, and 51023.7;
ACCJC Accreditation Standards IV.A and IV.D.7;
WASC/ACS Criterion 2, Indicator 2.2;
Shared Governance Agreement between the Board of Trustees and the
Academic/Faculty Senates (2.0-2.5 below) – Adopted January 24, 1995**

1.0 Committee Representation

- 1.1 In accordance with Board Policy 2510, Participation in Local Decision-making and with District practice, the various constituencies of the North Orange County Community College District, including faculty, students, classified staff, confidential employees, and administration shall be represented on college, North Orange Continuing Education, and District committees concerned with broad policy and planning matters.
- 1.2 Unless otherwise provided in board policy or administrative procedure regarding staff participation, the following constituent groups are recognized by the Board of Trustees as responsible for recommending, as appropriate, the appointment of employee representatives to serve on college, North Orange Continuing Education, and District governance committees:
 - 1.2.1 The Academic/Faculty Senates shall appoint faculty.
 - 1.2.2 The exclusive representative of the classified employees shall appoint classified employees.
 - 1.2.3 The Confidential Employees Association shall appoint confidential employees.
 - 1.2.4 The District Management Association shall appoint administrative employees.
 - 1.2.5 Where provided for in board policy, administrative procedures, and practices, the collective bargaining representative(s) of the faculty (United Faculty and Adjunct Faculty United) shall appoint faculty union representatives.

Notwithstanding the foregoing, the collective bargaining representative(s) of the faculty may seek to recommend the appointment of faculty to committees, task forces, or other groups.

2.0 Responsibility and Authority of Academic/Faculty Senates Regarding Academic and Professional Matters

AP 2510 Participation in Local Decision-making

- 2.1 Matters for Which the Board of Trustees Elects to Rely Primarily Upon the Recommendations of the Senate(s)
- 2.1.1 The Board of Trustees will rely primarily upon the recommendations of the senate(s), including the decision-making structure by which the recommendations are achieved, with respect to the following academic and professional matters:
- 2.1.1.1 curriculum, including the establishment of prerequisites and placing courses within disciplines;
- 2.1.1.2 degree and certificate requirements;
- 2.1.1.3 grading policies;
- 2.1.1.4 standards or policies regarding student preparation and success;
- 2.1.1.5 faculty roles and involvement in accreditation processes, including self-study and annual reports;
- 2.1.1.6 policies for faculty professional development activities.
- 2.1.2 With respect to those areas of academic and professional matters for which the Board of Trustees will rely primarily upon the recommendations of the senate(s), if a recommendation is not accepted, the Board of Trustees or its designee, upon request of the senate(s), shall communicate its reasons in writing to the academic senate(s).
- 2.2 Matters for Which the Board of Trustees Elects to Seek Mutual Agreement with the Senate(s)
- 2.2.1 The Board of Trustees will seek to reach mutual agreement with the senate(s), with respect to the following academic and professional matters:
- 2.2.1.1 educational program development and educational program discontinuance
- 2.2.1.2 District and college governance structures as related to faculty roles;
- 2.2.1.3 processes for program review;
- 2.2.1.4 processes for institutional planning and budget development;
- 2.2.1.5 other academic and professional matters as mutually agreed by the Board of Trustees and the senate(s).

AP 2510 Participation in Local Decision-making

2.2.2 With respect to those areas of academic and professional matters for which the Board of Trustees will seek to reach mutual agreement with the senate(s), the Board of Trustees or its designee(s) will meet with the executive committees of the senate(s), and by consensus, will design an ad hoc decision-making procedure to reach mutual agreement on a matter. This procedure will include a vote by the full senate(s) on the proposed agreement. If the Board of Trustees elects to act through designee(s), it will specify the designee(s) in writing in each case.

2.2.3 In instances where the Board of Trustees elects to provide for mutual agreement with the senate(s), and agreement has not been reached, existing policy shall remain in effect unless continuing with such policy exposes the District to legal liability or causes substantial fiscal hardship. In cases where there is no existing policy, or in cases where the exposure to legal liability or substantial fiscal hardship requires existing policy to be changed, the Board of Trustees may act, after a good faith effort to reach agreement, for compelling legal, fiscal, or organizational reasons.

2.3 Uniformity With Respect to Academic and Professional Matters

2.3.1 Uniformity within the District in academic and professional matters is not required unless the Board of Trustees so determines in a particular matter. The senates may each make independent recommendations to the Board regarding matters involving their own institutions.

2.3.2 The provisions of section 2.3.1 notwithstanding, the following matters shall require a single position among the senates:

2.3.2.1 District Curriculum Coordinating Committee membership structure and procedures;

2.3.2.2 faculty roles in District governance structures;

2.3.2.3 processes for District institutional planning and District budget development.

2.3.3 Where the Board of Trustees requires that the senates reach a single position with respect to a matter, or when any two of the senates request a single position, the senates will each separately determine their recommendations and will reconcile any differences through the use of a conference committee.

2.3.3.1 If the senates cannot each separately, by majority vote, approve a final joint recommendation, no recommendation to the Board will be made. In this circumstance, existing policy shall remain in effect unless continuing with such policy exposes the District to legal liability or causes substantial fiscal hardship. In cases where there is no existing policy, or in cases where the exposure to legal

AP 2510 Participation in Local Decision-Making

liability or substantial fiscal hardship requires existing policy to be changed, the Board of Trustees may act, after a good faith effort to reach agreement, for compelling legal, fiscal, or organizational reasons. In circumstances where the Board of Trustees is compelled to act, the Board of Trustees may request reports and recommendations from the individual senates.

- 2.3.3.2 If the Board of Trustees deems it important, but not compelling, to take action when the senates do not have a single position, the Board of Trustees may request the senates to continue to seek agreement. The senates may have an additional year to present a single recommendation. After that time, if a single position has not been achieved, the Board of Trustees may request reports and recommendations from the individual senates, and may adopt the recommendation of one of the senates.
- 2.4 Action with respect to academic and professional matters pursuant to these provisions may be initiated by any senate or by the Board of Trustees.
- 2.5 Changes to these provisions shall require mutual agreement by the Board of Trustees and the senates.

Date of Adoption: June 24, 2003

Date of Last Revision: March 25, 2019 District Consultation Council
September 25, 2017 District Consultation Council
September 14, 2016 Chancellor's Staff
November 26, 2014 Chancellor's Staff
February 13, 2012 Chancellor's Cabinet
December 13, 2004

AP 7230-4 Confidential Employees – Leaves

- 1.0 **Sick Leave:** Confidential employees will be granted sick leave with pay when they are absent due to illness or injury. Whenever a confidential employee is absent from duty because of illness, injury, pregnancy disability, or quarantine, which prevents the confidential employee from performing the duties of the employee's job, the employee shall receive sick leave pay in accordance with the provisions of this section. In addition, a confidential employee may use regular sick leave when absent from duty because of a scheduled medical or dental appointment.
- 1.1 Regular (Full Pay) Sick Leave: Confidential employees who are employed full-time (100%) shall accrue regular sick leave at the rate of eight (8) hours (1 day) for each full calendar month worked during the fiscal year. Confidential employees who are employed less than full-time shall accrue a proportionate share of regular sick leave, prorated by the percentage of employment.
- 1.1.1 New confidential employees of the District accrue sick leave from the first (1st) day of the month in which employed, provided their employment commences on or before the fifteenth (15th) day of the month. If employment commences on or after the sixteenth (16th) day of the month, sick leave is accrued from the first (1st) day of the following month. Where a confidential employee terminates employment with the District, sick leave will be accrued to the end of the month, provided the employee's last day of employment is on or after the fifteenth (15th) day of the month.
- 1.1.2 On the date of employment, and at the beginning of each fiscal year thereafter, the full amount of regular sick leave that would be earned by the confidential employee for the fiscal year shall be credited in advance.
- 1.1.3 A confidential employee must be in paid status to earn regular sick leave. Regular sick leave not used in any fiscal year shall be accumulated from year to year as provided by law.
- 1.1.4 In the event employment with the District is terminated, if a confidential employee has taken unearned sick leave in advance, the amount of the payment for the sick leave taken will be deducted from the employee's final paycheck. Unused sick leave will not be compensated.
- 1.1.5 Transfer of Accumulated Sick Leave: A person who accepts employment in the District as a confidential employee within one year of termination of employment in another California community college district or school district where the person was employed as a classified employee, for a period of one calendar year or more, shall be entitled to have transferred to the District the total amount of the employee's earned and accumulated regular sick leave from the prior district, provided the termination from the prior district was not initiated for cause.
- 1.2 Supplemental (Half Pay) Sick Leave: In addition to regular sick leave, confidential employees shall be granted non-accumulative supplemental sick leave at half pay during the fiscal year as follows:

AP 7230-4 Confidential Employees – Leaves

- 1.2.1 Employees with sixty (60) or more accumulated regular sick leave days will be granted forty (40) supplemental sick leave days at half pay.
 - 1.2.2 Employees with fewer than sixty (60) accumulated regular sick leave days will be granted enough supplemental sick leave days at half pay, in combination with the accumulated regular sick leave, to equal one hundred (100) days.
 - 1.2.3 Supplemental sick leave may not be used until all regular sick leave has been exhausted.
 - 1.2.4 For any use of supplemental sick leave, the confidential employee will be paid at half pay for any hours reported. The confidential employee will be deducted one day for each occurrence.
 - 1.2.5 Any use of supplemental sick leave may require a confidential employee to submit to the Immediate Management Supervisor a physician's statement providing the anticipated duration of the leave, the anticipated date of return, and the signature of the physician at the request of the Immediate Management Supervisor.
- 1.3 Reporting and Verification of Sick Leave
- 1.3.1 In the event a confidential employee will be absent from duty due to illness, the employee must notify the immediate management supervisor within one hour of the employee's usual time to report to work.
 - 1.3.2 All absences shall be reported on the monthly time sheet. Absences shall be deducted in one-half (1/2) hour increments.
 - 1.3.3 The District reserves the right to investigate any claim for sick leave and/or require the confidential employee to furnish a statement signed by a licensed physician verifying the illness. A medical statement shall be required when a confidential employee is absent for longer than five (5) consecutive working days, and shall certify that the employee is medically able to return to duty.
- 1.4 Exhaustion of Sick Leave: When all regular and supplemental sick leave has been exhausted and the confidential employee is not able to resume the duties of the position due to illness, the employee may elect to resign or to request a leave of absence without pay.
- 1.4.1 If, after exhaustion of all regular and supplemental sick leave and at the conclusion of any subsequently authorized unpaid leave of absence, the confidential employee is not medically able to assume the duties of the position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months.

AP 7230-4 Confidential Employees – Leaves

- 1.4.2 When available, during the 39-month period, the confidential employee will be offered reemployment in a vacant position in the class of the employee's previous assignment, on the basis of seniority, over all other qualified and available candidates except for confidential employees on a reemployment list established because of lack of work or lack of funds.
 - 1.4.3 Prior to any reemployment, the confidential employee shall provide the District with a medical statement by a licensed physician certifying that the employee is able to return to work and is medically able to perform the duties of the position.
 - 1.4.4 A confidential employee who fails to accept an offer of reemployment and who is medically able to perform the duties of the position shall be removed from the reemployment list.
- 2.0 **Personal Necessity Leave:** At the option of the confidential employee, and normally with prior approval, up to seven (7) days per fiscal year of earned and accumulated regular sick leave may be taken for personal necessity. The employee shall make every effort to provide advance notice of the use of personal necessity leave, within one hour of the employee's usual time to report to work.
- 3.0 **Family Illness Leave:** During each calendar year, a confidential employee may use earned and accumulated regular sick leave to attend to the illness of a child, parent, or spouse of the employee. For purposes of this section, "spouse" includes the domestic partner of a confidential employee as defined by section 297 of the California Family Code.
- 3.1 Full-time confidential employees who work twelve (12) months per year are allowed six (6) days of family illness leave. Confidential employees who work less than one hundred (100) percent or who work fewer than twelve (12) months per year are allowed a pro rata share of family illness leave days.
 - 3.2 In the event a confidential employee will be absent from duty due to the illness of a family member, the employee must notify the immediate management supervisor within one hour of the employee's usual time to report to work.
 - 3.3 A confidential employee who is absent on family illness leave for more than five (5) consecutive working days shall provide the District with a medical statement signed by a licensed physician verifying the family member's illness. The District reserves the right to request substantiation of any claim for family illness leave.
- 4.0 **Industrial Accident and Illness Leave**
- 4.1 "Industrial accident or illness" as used in this section is defined as any accident or illness arising directly out of, or during the course of, employment with the District, which necessitates a confidential employee's absence from work. The determination of whether an accident or illness constitutes an industrial accident or illness shall be made by the District and/or its administering agency, except when the Department of Industrial Relations determines otherwise.

AP 7230-4 Confidential Employees – Leaves

- 4.2 A confidential employee shall immediately report any injury or illness arising out of and during the course of employment with the District to the employee's immediate management supervisor or authorized designee.

- 4.3 A permanent confidential employee who becomes disabled due to an industrial accident or illness shall be granted paid industrial accident or illness leave for the period of time the employee is unable to render service to the District, not to exceed sixty (60) working days in any one fiscal year for the same accident or illness. Except when any industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
 - 4.3.1 Eligibility for industrial accident and illness leave will continue for only such period as the confidential employee is qualified as temporarily disabled under the Worker's Compensation laws.
 - 4.3.2 Industrial accident and illness leave shall not be accumulative from year to year, nor from one accident/illness to another.
 - 4.3.3 Industrial accident and illness leave shall be used in lieu of entitlement to any other paid leave for which the confidential employee is eligible.

- 4.4 An absence resulting from an industrial accident or illness, which has been duly reported by the confidential employee, supported by medical verification, and approved by the District and/or its administering agency as qualified for Worker's Compensation is an absence payable under industrial illness and accident leave.
 - 4.4.1 During the period of determination by the District and/or its administering agency, the payroll charge for the absence will be made to the confidential employee's sick leave account. If the claim is approved, an adjustment will then be made, restoring to the employee the sick leave previously charged from the first (1st) day of absence and a charge made in lieu thereof to industrial accident and illness leave.
 - 4.4.2 In the event the confidential employee does not have sick leave credit, appropriate payroll deductions will be made. If the claim is approved, reimbursement will then be made on the next available payroll.
 - 4.4.3 Industrial illness and accident leave will commence on the first (1st) day of authorized absence. The amount of allowable leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.

- 4.5 In the event a confidential employee's absence due to industrial accident or illness extends beyond sixty (60) workdays, the employee shall be permitted to use accumulated regular sick leave and supplemental sick leave.
 - 4.5.1 The confidential employee may elect to augment supplemental sick leave

AP 7230-4 Confidential Employees – Leaves

with any compensatory time to which the employee is entitled in order to provide a full day's salary. Upon exhaustion of all compensatory time, or if the confidential employee does not have any accrued compensatory time, the employee may use earned vacation in conjunction with supplemental sick leave in order to receive a full day's salary.

- 4.5.2 If the confidential employee is receiving Worker's Compensation, the use of sick leave and vacation time shall not, when added to the Worker's Compensation award, cause the employee's compensation to exceed one hundred (100) percent of the employee's regular daily salary.
- 4.6 When all industrial accident, regular sick leave, and supplemental sick leave benefits have been exhausted and a confidential employee is not medically able to resume the duties of the position, the employee may elect to resign or request a leave of absence without pay.
 - 4.6.1 If, after exhaustion of all regular and supplemental sick leave, and at the conclusion of any subsequently authorized unpaid leave of absence, the confidential employee is not medically able to assume the duties of the position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months.
 - 4.6.2 When available, during the 39-month period, the confidential employee will be offered reemployment in a vacant position in the class of the employee's previous assignment, on the basis of seniority, over all other qualified and available candidates except for confidential employees on a reemployment list established because of lack of work or lack of funds.
 - 4.6.3 Prior to any reemployment, the confidential employee shall provide the District with a medical statement by a licensed physician certifying that the employee is able to return to work and is medically able to perform the duties of the position.
 - 4.6.4 A confidential employee who fails to accept an offer of reemployment and who is medically able to perform the duties of the position shall be removed from the reemployment list.
- 4.7 A confidential employee who receives a temporary disability payment for industrial accident or illness under Worker's Compensation shall remit such payment to the District for any of period time while the employee is on any paid disability leave.
- 4.8 Any confidential employee receiving benefits pursuant to the provisions of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.
- 5.0 **Bereavement Leave**
 - 5.1 Five (5) days with pay are allowed for absences due to the death of the confidential employee's spouse, parent, or child. Five (5) days with pay are allowed due to the

AP 7230-4 Confidential Employees – Leaves

death of the parent or child of the confidential employee's spouse. For purposes of these provisions, "spouse" includes the domestic partner of a confidential employee as defined by section 297 of the California Family Code.

- 5.2 Time may be taken as provided in section 5.3 for absences due to the death of members of the immediate family of the confidential employee or the employee's spouse, interpreted to include the following:
- 5.2.1 Brother or sister of the confidential employee or the employee's spouse.
 - 5.2.2 Brother-in-law or sister-in-law of the confidential employee or the employee's spouse.
 - 5.2.3 Son-in-law or daughter-in-law of the confidential employee or the employee's spouse.
 - 5.2.4 Grandparent or grandchild of the confidential employee or the employee's spouse.
 - 5.2.5 Aunt or uncle of the confidential employee or the employee's spouse.
 - 5.2.6 Niece or nephew of the confidential employee or the employee's spouse.
 - 5.2.7 Any person living in the immediate household of the confidential employee.
- 5.3 Three (3) days with pay are allowed for absences due to the death of immediate family members specified in section 5.2 residing in or south of the following counties:

San Luis Obispo	Madera
Fresno	Tulare
Kings	Inyo

Five (5) days with pay are allowed for absences due to the death of immediate family members specified in section 5.2 residing out-of-state or residing in or north of the following counties:

Monterey	Mariposa
San Benito	Mono
Merced	

- 5.4 No deduction shall be made from the salary of a confidential employee, nor shall such leave be deducted from leave otherwise granted under the Education Code, or as provided by the District.
- 6.0 **Family Medical Leave (FMLA/CFRA)**
- 6.1 In accordance with the provisions of Administrative Procedure 7340, Family Medical Leave (FMLA/CFRA), eligible confidential employees shall be granted not more than twelve (12) weeks of unpaid family medical leave within a twelve (12)

AP 7230-4 Confidential Employees – Leaves

month period for the following reasons:

- 6.1.1 the birth of a child or to care for a newborn child of the confidential employee.
 - 6.1.2 the placement of a child with the confidential employee in connection with the adoption or foster care of a child.
 - 6.1.3 to care for a child parent or spouse who has a serious health condition.
 - 6.1.4 because of the confidential employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's position.
- 6.2 For purposes of these provisions, "spouse" includes the domestic partner of a confidential employee as defined by section 297 of the California Family Code.

7.0 Maternity Leave

- 7.1 An unpaid maternity leave of absence may be granted to a confidential employee upon the receipt of a signed statement from a licensed physician verifying the employee's pregnancy and indicating the beginning and ending dates of the leave. The request for maternity leave with the physician's statement shall be submitted to the immediate management supervisor through established channels and reach the Vice Chancellor of Human Resources, or designee, at least one (1) month prior to the beginning date for the maternity leave.
- 7.2 For any portion of the leave during which a licensed physician certifies the disability of the confidential employee caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, the employee shall be eligible to use sick leave benefits as provided herein.
- 7.3 Prior to returning to service, the confidential employee shall furnish the Vice Chancellor of Human Resources, or designee, with a medical statement from a licensed physician certifying the employee's fitness to return to work.

8.0 Paternity Leave

- 8.1 A paternity leave of absence, without pay, may be granted for a period not to exceed one (1) year. The request for such leave shall be submitted to the Office of Human Resources at least one (1) month prior to the date the leave is to commence.
- 8.2 A unit member may use up to thirty (30) work days of earned and accrued sick leave within one year of their child's birth. All absences will be deducted in full day increments. Verification of eligibility must be submitted to Human Resources by providing proof of birth.

AP 7230-4 Confidential Employees – Leaves

9.0 Adoption Leave

9.1 An adoption leave of absence, without pay, may be granted upon receipt of evidence of adoption, for a period not to exceed one (1) semester. The request for such leave shall be submitted to the Office of Human Resources at least one (1) month prior to the date the leave is to commence.

9.2 A unit member may use up to thirty (30) work days of earned and accrued sick leave within the first year of legally adopting a child. All absences will be deducted in full day increments.

10.0 **Unpaid Personal Leave of Absence:** A confidential employee may be granted an unpaid leave of absence for personal reasons including, but not limited to, personal health, family concerns, child rearing, adoption, and other personal matters for which there are no other leave provisions or where other applicable leave provisions have been exhausted. An unpaid leave of absence shall not normally exceed six (6) calendar months.

10.1 A request for an unpaid leave of absence shall be submitted in writing to the immediate management supervisor, normally at least thirty (30) calendar days prior to the effective date of the requested leave. The request shall indicate the beginning and ending dates of the requested leave and the reasons for the request.

10.2 The request, accompanied by the immediate management supervisor's recommendation, shall be forwarded through established administrative channels and shall be subject to approval by the President/Provost or appropriate District administrator (for District Office employees), the Vice Chancellor of Human Resources or designee, and the Board of Trustees.

10.3 On an approved leave of absence, a confidential employee shall have the option to continue health and welfare coverage at the employee's expense.

11.0 **Professional Activity Leave:** A confidential employee may request attendance at professional conferences and workshops or participation in other activities relevant to the employee's assignment. The request shall be submitted to the employee's immediate management supervisor in accordance with established campus and District procedures. If approved by the Chancellor or designee, attendance shall be allowed with no loss in pay.

12.0 **Jury Duty Leave:** Jury duty leave shall be granted to confidential employees in accordance with provisions of the Education Code. This leave shall be granted with no loss in pay. The confidential employee shall reimburse the District for payment received for jury duty in a manner prescribed by the District, and the District shall issue the employee's normal paycheck. The employee shall provide verification of the dates of jury duty service.

13.0 **Military Leave:** Confidential employees may be eligible for a leave of absence, for up to thirty (30) work days with pay, for qualifying short-term military duty as required by National

AP 7230-4 Confidential Employees – Leaves

Guard or Reserve Units, and for extended leave, may take leave of absence, without pay, as defined in the Military and Veterans Code. Paid leave shall be deducted consistent with the employee's regular workday/workweek.

Verification of eligibility must be submitted to the Office of Human Resources by providing military deployment orders, training orders, or other military document(s) ordering the Unit Member to report for duty.

- 14.0 **Staff Development Leave:** Confidential employees may be granted a staff development leave of absence, at full pay and benefits, for purposes of pursuing educational activities that will enhance their professional growth and development and enrichment and be of benefit to the programs and services of the District.
- 14.1 **Eligibility:** A confidential employee who has been employed in a confidential position for the previous five (5) years and who has not been granted a staff development leave during those five (5) years shall be eligible to apply for a staff development leave.
- 14.2 **Term of Leave:** A staff development leave may be granted for not more than 240 hours for a confidential employee who is employed full-time. The maximum number of hours that may be granted to confidential employees who are employed less than full-time shall be prorated by the percentage of employment. The leave may be taken in any time increments within a fiscal year as approved by the immediate management supervisor.
- 14.3 A confidential employee applying for a staff development leave shall submit a letter of application that shall include a general statement of the employee's plans for professional enrichment and regeneration. The application shall be submitted through the immediate management supervisor to the President/Provost or appropriate District administrator (for District Office employees). If recommended by the President/Provost/District administrator and the Vice Chancellor of Human Resources, the application will be submitted to the Board of Trustees for approval.
- 14.4 In preparing for a staff development leave, due consideration shall be taken for guaranteeing the continuity of operation, including the funding necessary for guaranteeing such continuity.
- 14.5 Not more than two staff development leaves may be granted to confidential employees in any fiscal year.
- 15.0 **Absence Without Leave:** All unauthorized absences or unreported absences are subject to deduction in pay and may be cause for disciplinary action, up to and including dismissal.

See Administrative Procedure 7340, Family Medical Leave (FMLA/CFRA).

Date of Adoption: March 25, 2008

Date of Last Revision: March 25, 2019

AP 7240-4 Management Employees – Leaves

1.0 Regular (Nontemporary) Management Employees

1.1 Sick Leave: Regular management employees will be granted sick leave with pay when they are absent due to illness or injury. Whenever a management employee is absent from duty because of illness, injury, pregnancy disability, or quarantine, which prevents the management employee from performing the duties of the employee's job, the employee shall receive sick leave pay in accordance with the provisions of this section.

1.1.1 Regular (Full Pay) Sick Leave: Management employees who are employed full-time (100%) shall accrue regular sick leave at the rate of one (1) day for each full calendar month worked during the fiscal year. Management employees who are employed less than full-time shall accrue a proportionate share of regular sick leave, prorated by the percentage of employment.

1.1.1.1 New management employees of the District accrue sick leave from the first (1st) day of the month in which employed, provided their employment commences on or before the fifteenth (15th) day of the month. If employment commences on or after the sixteenth (16th) day of the month, sick leave is accrued from the first (1st) day of the following month. Where a management employee terminates employment with the District, sick leave will be accrued to the end of the month, provided the employee's last day of employment is on or after the fifteenth (15th) day of the month.

1.1.1.2 On the date of employment, and at the beginning of each fiscal year thereafter, the full amount of regular sick leave that would be earned by the management employee for the fiscal year shall be credited in advance.

1.1.1.3 A management employee must be in paid status to earn regular sick leave. Regular sick leave not used in any fiscal year shall be accumulated from year to year as provided by law.

1.1.1.4 In the event employment with the District is terminated, if a management employee has taken unearned sick leave in advance, the amount of the payment for the sick leave taken will be deducted from the employee's final paycheck. Unused sick leave will not be compensated.

1.1.1.5 Transfer of Accumulated Sick Leave

1.1.1.5.1 A person who accepts employment in the District as an academic management employee within one year of termination of employment in another California community college district or school

AP 7240-4 Management Employees – Leaves

district where the person was employed as an academic employee, for a period of one school year or more, shall be entitled to have transferred to the District the total amount of the employee's earned and accumulated regular sick leave from the prior district.

1.1.1.5.2 A person who accepts employment in the District as a classified management employee within one year of termination of employment in another California community college district or school district where the person was employed as a classified employee, for a period of one calendar year or more, shall be entitled to have transferred to the District the total amount of the employee's earned and accumulated regular sick leave from the prior district.

1.1.2 Supplemental (Half Pay) Sick Leave: In addition to regular sick leave, management employees shall be granted non-accumulative supplemental sick leave at half pay during the fiscal year as follows:

1.1.2.1 Employees with sixty (60) or more accumulated regular sick leave days will be granted forty (40) supplemental sick leave days at half pay.

1.1.2.2 Employees with fewer than sixty (60) accumulated regular sick leave days will be granted enough supplemental sick leave days at half pay, in combination with the accumulated regular sick leave, to equal one hundred (100) days.

1.1.2.3 Supplemental sick leave may not be used until all regular sick leave has been exhausted.

1.1.2.4 For any use of supplemental sick leave, the management employee will be paid at half pay for any hours reported. The management employee will be deducted one day for each occurrence.

1.1.2.5 Any use of supplemental sick leave may require a management employee to submit to the Immediate Management Supervisor a physician's statement providing the anticipated duration of the leave, the anticipated date of return, and the signature of the physician at the request of the Immediate Management Supervisor.

1.1.3 Reporting and Verification of Sick Leave

1.1.3.1 In the event a management employee will be absent from duty due to illness, the employee must notify the immediate

AP 7240-4 Management Employees – Leaves

management supervisor within one hour of the employee's usual time to report to work.

1.1.3.2 The District reserves the right to investigate any claim for sick leave and/or require the management employee to furnish a statement signed by a licensed physician verifying the illness. A medical statement shall be required when a management employee is absent for longer than five (5) consecutive working days, and shall certify that the employee is medically able to return to duty.

1.1.4 Exhaustion of Sick Leave: When all regular and supplemental sick leave has been exhausted and the management employee is not able to resume the duties of the position due to illness, the employee may elect to resign or to request a leave of absence without pay.

2.0 Personal Necessity Leave: At the option of the management employee, and normally with prior approval, up to six (6) days per fiscal year of earned and accumulated regular sick leave may be taken for personal necessity. The employee shall make every effort to provide advance notice of the use of personal necessity leave, not later than the employee's usual time to report to work.

3.0 Family Illness Leave: During each calendar year, a management employee may use earned and accumulated regular sick leave to attend to the illness of a child, parent, or spouse of the employee. For purposes of this section, "spouse" includes the domestic partner of a management employee as defined by section 297 of the California Family Code.

3.1 Full-time management employees who work twelve (12) months per year are allowed six (6) days of family illness leave. Management employees who work less than one hundred (100) percent or who work fewer than twelve (12) months per year are allowed a pro rata share of family illness leave days.

3.2 A management employee who is absent on family illness leave for more than five (5) consecutive working days shall provide the District with a medical statement signed by a licensed physician verifying the family member's illness. The District reserves the right to request substantiation of any claim for family illness leave.

4.0 Industrial Accident and Illness Leave

4.1 "Industrial accident or illness" as used in this section is defined as any accident or illness arising directly out of or during the course of employment with the District, which necessitates a management employee's absence from work. The determination of whether an accident or illness constitutes an industrial accident or illness shall be made by the District and/or its administering agency, except when the Department of Industrial Relations determines otherwise.

4.2 A management employee shall immediately report any injury or illness arising out of and during the course of employment with the District to the employee's

AP 7240-4 Management Employees – Leaves

immediate management supervisor or authorized designee.

- 4.3 A management employee who becomes disabled due to an industrial accident or illness shall be granted paid industrial accident or illness leave for the period of time the employee is unable to render service to the District, not to exceed sixty (60) working days in any one fiscal year for the same accident or illness except when any industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
 - 4.3.1 Eligibility for industrial accident and illness leave will continue for only such period as the management employee is qualified as temporarily disabled under the Worker's Compensation laws.
 - 4.3.2 Industrial accident and illness leave shall not be accumulative from year to year, nor from one accident/illness to another.
 - 4.3.3 Industrial accident and illness leave shall be used in lieu of entitlement to any other paid leave for which the management employee is eligible.
- 4.4 An absence resulting from an industrial accident or illness which has been duly reported by the management employee, supported by medical verification and approved by the District and/or its administering agency as qualified for Worker's Compensation is an absence payable under industrial illness and accident leave.
 - 4.4.1 During the period of determination by the District and/or its administering agency, the payroll charge for the absence will be made to the management employee's sick leave account. If the claim is approved, an adjustment will then be made, restoring to the management employee the sick leave previously charged from the first (1st) day of absence and a charge made in lieu thereof to industrial accident and illness leave.
 - 4.4.2 In the event the management employee does not have sick leave credit, appropriate payroll deductions will be made. If the claim is approved, reimbursement will then be made on the next available payroll.
 - 4.4.3 Industrial illness and accident leave will commence on the first (1st) day of authorized absence. The amount of allowable leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
- 4.5 In the event a management employee's absence due to industrial accident or illness extends beyond sixty (60) workdays, the employee shall be permitted to use accumulated regular sick leave and supplemental sick leave.
 - 4.5.1 The management employee may use earned vacation in conjunction with supplemental sick leave in order to receive a full day's salary.

AP 7240-4 Management Employees – Leaves

- 4.5.2 If the management employee is receiving Worker's Compensation, the use of sick leave and vacation time shall not, when added to the Worker's Compensation award, cause the employee's compensation to exceed one hundred (100) percent of the employee's regular daily salary.
- 4.6 When all industrial accident, regular sick leave, and supplemental sick leave benefits have been exhausted and a management employee is not medically able to resume the duties of the position, the employee may elect to resign or request a leave of absence without pay.
- 4.7 A management employee who receives a temporary disability payment for industrial accident or illness under Worker's Compensation shall remit such payment to the District for any of period time while the management employee is on any paid disability leave.
- 4.8 Any management employee receiving benefits pursuant to the provisions of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.
- 5.0 Bereavement Leave
- 5.1 Five (5) days with pay are allowed for absences due to the death of the management employee's spouse, parent, or child. Five (5) days with pay are allowed due to the death of the parent or child of the management employee's spouse. For purposes of these provisions, "spouse" includes the domestic partner of a management employee as defined by section 297 of the California Family Code.
- 5.1.1 Time may be taken as provided in Section 1.5.3 for absences due to the death of members of the immediate family of the management employee or the employee's spouse, interpreted to include the following:
- 5.1.1.1 Brother or sister of the management employee or the employee's spouse.
- 5.1.1.2 Brother-in-law or sister-in-law of the management employee or the employee's spouse.
- 5.1.1.3 Son-in-law or daughter-in-law of the management employee or the employee's spouse.
- 5.1.1.4 Grandparent or grandchild of the management employee or the employee's spouse.
- 5.1.1.5 Aunt or uncle of the management employee or the employee's spouse.
- 5.1.1.6 Niece or nephew of the management employee or the employee's spouse.

AP 7240-4 Management Employees – Leaves

5.1.1.7 Any person living in the immediate household of the management employee.

5.1.2 Three (3) days with pay are allowed for absences due to the death of immediate family members specified in Section 1.5.2 residing in or south of the following counties:

San Luis Obispo	Madera
Fresno	Tulare
Kings	Inyo

Five (5) days with pay are allowed for absences due to the death of immediate family members specified in section 1.5.2 residing out-of-state or residing in or north of the following counties:

Monterey	Mariposa
San Benito	Mono
Merced	

5.1.3 No deduction shall be made from the salary of a management employee, nor shall such leave be deducted from leave otherwise granted under the Education Code, or as provided by the District.

6.0 Family Medical Leave (FMLA/CFRA)

6.1 In accordance with the provisions of Administrative Procedure 7340, eligible management employees shall be granted not more than twelve (12) weeks of unpaid family medical leave within a twelve (12) month period for the following reasons:

6.1.1 the birth of a child or to care for a newborn child of the management employee.

6.1.2 the placement of a child with the management employee in connection with the adoption or foster care of a child.

6.1.3 to care for a child parent or spouse who has a serious health condition.

6.1.4 because of the management employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's position.

6.2 For purposes of these provisions, "spouse" includes the domestic partner of a management employee as defined by section 297 of the California Family Code.

7.0 Maternity Leave

7.1 An unpaid maternity leave of absence may be granted to a management employee

AP 7240-4 Management Employees – Leaves

upon the receipt of a signed statement from a licensed physician verifying the employee's pregnancy and indicating the beginning and ending dates of the leave. The request for maternity leave with the physician's statement shall be submitted to the immediate management supervisor through established channels and reach the Vice Chancellor of Human Resources, or designee, at least one (1) month prior to the beginning date for the maternity leave.

- 7.2 For any portion of the leave during which a licensed physician certifies the disability of the management employee caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, the employee shall be eligible to use sick leave benefits as provided herein.
- 7.3 Prior to returning to service, the management employee shall furnish the Vice Chancellor of Human Resources, or designee, with a medical statement from a licensed physician certifying the employee's fitness to return to work.

8.0 Paternity Leave

- 8.1 A paternity leave of absence, without pay, may be granted for a period not to exceed one (1) year. The request for such leave shall be submitted to the Office of Human Resources at least one (1) month prior to the date the leave is to commence.

A unit member may use up to thirty (30) work days of earned and accrued sick leave within one year of their child's birth. All absences will be deducted in full day increments. Verification of eligibility must be submitted to Human Resources by providing proof of birth.

9.0 Adoption Leave

- 9.1 Adoption leave of absence, without pay, may be granted upon receipt of evidence of adoption, for a period not to exceed one (1) semester. The request for such leave shall be submitted to the Office of Human Resources at least one (1) month prior to the date the leave is to commence.

A unit member may use up to thirty (30) work days of earned and accrued sick leave within the first year of legally adopting a child. All absences will be deducted in full day increments.

- 10.0 **Unpaid Personal Leave of Absence:** A management employee may be granted an unpaid leave of absence for personal reasons including, but not limited to, personal health, family concerns, child rearing, adoption, and other personal matters for which there are no other leave provisions or where other applicable leave provisions have been exhausted. An unpaid leave of absence shall not normally exceed one (1) year.

- 10.1 A request for an unpaid leave of absence shall be submitted in writing to the immediate management supervisor, normally at least thirty (30) calendar days prior to the effective date of the requested leave. The request shall indicate the

AP 7240-4 Management Employees – Leaves

beginning and ending dates of the requested leave and the reasons for the request.

- 10.2 The request, accompanied by the immediate management supervisor's recommendation, shall be forwarded through established administrative channels and shall be subject to approval by the President/Provost or appropriate District administrator (for District Office employees), the Vice Chancellor of Human Resources or designee, and the Board of Trustees.
- 10.3 On an approved leave of absence, a management employee shall have the option to continue health and welfare coverage at the employee's expense.
- 11.0 Professional Activity Leave: A management employee may request attendance at professional conferences and workshops or participation in other activities relevant to the employee's assignment. The request shall be submitted to the employee's immediate management supervisor in accordance with established campus and District procedures. If approved by the Chancellor or designee, attendance shall be allowed with no loss in pay.
- 12.0 Jury Duty Leave: Jury duty leave shall be granted to management employees in accordance with provisions of the Education Code. This leave shall be granted with no loss in pay. The management employee shall reimburse the District for payment received for jury duty in a manner prescribed by the District, and the District shall issue the employee's normal paycheck. The employee shall provide verification of the dates of jury duty service.
- 13.0 Military Leave: Management employees may be eligible for a leave of absence, for up to thirty (30) calendar days with pay, for qualifying short-term military duty as required by National Guard or Reserve Units, and for extended leave, may take leave of absence, without pay, as defined in the Military and Veterans Code. Paid leave shall be deducted consistent with the employees regular workday/workweek.

Verification of eligibility must be submitted to the Office of Human Resources by providing military deployment orders, training orders, or other military document(s) ordering the Unit Member to report for duty.

- 14.0 Mini-Sabbatical Leave: Management employees may be granted a mini-sabbatical leave of absence, at full pay and benefits, for purposes of professional enrichment and regeneration.
- 14.1 A management employee shall be eligible for a mini-sabbatical leave after sixty (60) months of continuous service to the District in a management position, provided the employee has not been granted a sabbatical leave during those sixty (60) months.
- 14.2 A mini-sabbatical leave may be approved for not more than forty (40) duty days, either in conjunction with or separate from vacation days.

AP 7240-4 Management Employees – Leaves

- 14.3 A management employee applying for a mini-sabbatical leave shall submit a letter of application that shall include a general statement of the employee's plans for professional enrichment and regeneration. The application shall be submitted through the immediate management supervisor to the President/Provost or appropriate District administrator (for District Office employees). If recommended by the President/Provost/District administrator and the Vice Chancellor of Human Resources, the application will be submitted to the Board of Trustees for approval. Applications must be submitted by February 1st for leaves to be taken during the subsequent fiscal year. Alternative dates for the requested leave should be included in the application.
- 14.4 In preparing for a leave, due consideration shall be taken for guaranteeing the continuity of operation, including the funding necessary for guaranteeing such continuity.
- 14.5 If the mini-sabbatical program is interrupted because of serious illness or accident, this shall not be considered a failure to fulfill the conditions upon which the leave is granted. It shall not affect the amount of compensation to be paid the management employee, provided the District shall have been promptly advised of such accident or illness. Notification, with proper documentation, shall be made by registered letter within fifteen (15) days of the time of accident or illness to the Vice Chancellor of Human Resources unless prevented by extenuating circumstances.
- 14.6 The number of mini-sabbatical leaves that may be granted to management employees in any fiscal year shall not exceed five percent of the District's total regular management staff (rounded to the nearest whole number).
- 15.0 **Temporary Management Employees:** Temporary management employees shall be granted leaves of absence as provided by law and in accordance with the terms of an applicable contract for employment.

See Administrative Procedure 7340, Family Medical Leave (FMLA/CFRA).

Date of Adoption: May 27, 2008

Date of Last Revision: March 25, 2019

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO:	BOARD OF TRUSTEES	Action	_____
		Resolution	_____
DATE:	April 23, 2019	Information	X
		Enclosure(s)	X
SUBJECT:	Revised Board Policies		

BACKGROUND: The Board Policies included in this agenda item were reviewed and revised to reflect content revisions recommended by Jane Wright, CCLC Consultant.

The District Consultation Council reviewed, discussed, and reached consensus on the following revised Board Policies on March 25, 2019:

Chapter 2, Board of Trustees

BP 2350, Speakers: This policy was reviewed as part of the 6-year review cycle, and revised to include minor edits throughout and to cite the corresponding board policies.

BP 2355, Decorum: This policy was reviewed as part of the 6-year review cycle, and revised to include minor edits and to cite the corresponding board policies.

BP 2360, Minutes: This policy was reviewed as part of the 6-year review cycle, and revised to include minor edits to Section 1.0 and to cite the corresponding board policies and administrative procedures.

BP 2365, Recording: This policy was reviewed as part of the 6-year review cycle, and revised to correct the "Reference" section, minor edits throughout, and to cite the corresponding board policies and administrative procedures.

BP 2430, Delegation of Authority to [the](#) Chancellor: This policy was reviewed as part of the 6-year review cycle, and revised to correct the title, correct the "Reference" section, and minor edits throughout.

BP 2431, Chancellor Selection: This policy was reviewed as part of the 6-year review cycle, and revised to correct the "Reference" section and minor edits to Section 1.0.

BP 2432, Chancellor Succession: This policy was reviewed as part of the 6-year review cycle, and revised to correct the "Reference" section and minor edits to throughout.

BP 2435, Evaluation of Chancellor: This policy was reviewed as part of the 6-year review cycle, and revised to correct the "Reference" section and minor edits throughout.

BP 2510, Participation in Local Decision-making: This policy was reviewed as part of the 6-year review cycle, and revised to correct the "Reference" section and minor edits throughout.

How does this relate to the five District Strategic Directions? This item responds to District Strategic Direction #4: The District will implement best practices related to planning, including: transparent decision-making processes, support of strategic and comprehensive planning activities at campus and district levels, and the allocation of resources to fund planning priorities.

How does this relate to Board Policy: This item is in accordance with Board Policy 2410, Board Policies and Administrative Procedures.

FUNDING SOURCE AND FINANCIAL IMPACT: Not applicable.

RECOMMENDATION: It is recommended that the Board receive the following proposed, revised Board Policies, and direct that they be placed on the May 14, 2019 Board meeting agenda for action:

- **BP 2350, Speakers**
- **BP 2355, Decorum**
- **BP 2360, Minutes**
- **BP 2365, Recording**
- **BP 2430, Delegation of Authority to [the](#) Chancellor**
- **BP 2431, Chancellor Selection**
- **BP 2432, Chancellor Selection**
- **BP 2435, Evaluation of Chancellor**
- **BP 2510, Participation in Local Decision-making**

Once adopted by the Board of Trustees, the revised policies will be placed on the District's website, where they will be readily accessible by students, employees, and the general public.

BP 2350 Speakers

Reference:

Education Code Section 72121.5;
Government Code Sections 54950 et seq.

- 1.0 Persons may speak to the Board [of Trustees](#) either on an agenda item or on other matters of interest to the public that are within the subject matter jurisdiction of the Board.
- 2.0 Oral presentations relating to a matter on the agenda, including those on the consent agenda, shall be heard before the Board [of Trustees](#) begins its discussion of the item and before a vote is called on the item.
- 3.0 Persons wishing to speak to matters not on the agenda shall do so at the time designated at the meeting for public comments.
- 4.0 Those wishing to speak to the Board [of Trustees](#) are subject to the following:
 - 4.1 The President of the Board [of Trustees](#) may rule members of the public out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Board or if their remarks are unduly repetitive.
 - 4.2 Non-scheduled substitutes may not speak in place of scheduled speakers unless alternates have been submitted on the original request.
 - 4.3 Employees who are members of a bargaining unit represented by an exclusive bargaining agent may address the Board [of Trustees](#) under this policy, but [they](#) may not attempt to negotiate terms and conditions of their employment. This policy does not prohibit any employee from addressing a collective bargaining proposal pursuant to the public notice requirements of Government Code Section 3547 and the policies of this Board implementing that section.
 - 4.4 A written request to address the Board [of Trustees](#) is to be submitted to the Recording Secretary at the beginning of the meeting at which they wish to speak.
 - 4.5 The request shall include the person's name and name of the organization or group represented, if any, and a statement noting the agenda item or topic to be addressed.
 - 4.6 No member of the public may speak without being recognized by the President of the Board [of Trustees](#).
 - 4.7 Each speaker will be allowed a maximum of three **(3)** minutes per topic. Twenty **(20)** minutes shall be the maximum time allotment for public speakers on any one subject, regardless of the number of speakers at any one Board meeting. At the discretion of a majority of the Board [of Trustees](#), these time limits may be extended.

North Orange County Community College District
BOARD POLICY
Chapter 2
Board of Trustees

BP 2350 Speakers

- 4.7.1 A speaker who utilizes a translator will be allowed a maximum of six minutes to address the Board [of Trustees](#).
- 4.8 Each speaker coming before the Board [of Trustees](#) is limited to one presentation per specific agenda item before the Board, and to one presentation per meeting on non-agenda matters.

See Administrative Procedures 2350, [Speakers; Board Policy 2345, Public Participation at Board Meetings; and Board Policy 2355, Decorum](#)

Date of Adoption: June 24, 2003

Date of Last Revision: November 28, 2017

BP 2355 Decorum

Reference:

Education Code Section 72121.5;
Government Code Section 54954.3 (b)

- 1.0 The following will be ruled out of order by the presiding officer:
 - 1.1 Remarks or discussion in public meetings on charges or complaints that the Board [of Trustees](#) as scheduled to consider in closed session.
 - 1.2 Profanity, obscenity, and other offensive language.
 - 1.3 Physical violence and/or threats of physical violence directed toward any person or property.
- 2.0 In the event that any meeting is willfully interrupted by the actions of one or more persons so as to render the orderly conduct of the meeting unfeasible, the person(s) may be removed from the meeting room.
 - 2.1 Speakers who engage in such conduct may be removed from the podium and denied the opportunity to speak to the Board [of Trustees](#) for the duration of the meeting.
 - 2.2 Before removal, a warning and a request that the person(s) curtail the disruptive activity will be made by the President of the Board. If the behavior continues, the person(s) may be removed by a vote of the Board [of Trustees](#), based on a finding that the person is violating this policy, and that such activity is intentional and has substantially impaired the conduct of the meeting.
 - 2.3 If order cannot be restored by the removal in accordance with these rules of individuals who are willfully interrupting the meeting, the Board [of Trustees](#) may order the meeting room cleared and may continue in session. The Board shall only consider matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this rule.

[See Board Policy 2345, Public Participation at Board Meetings and Board Policy 2350, Speakers](#)

Date of Adoption: June 24, 2003

North Orange County Community College District
BOARD POLICY
Chapter 2
Board of Trustees

BP 2360 Minutes

Reference:

**Education Code Section 72121(a);
Government Code Section 54957.5**

- 1.0 The Chancellor shall cause minutes to be taken of all public meetings of the Board [of Trustees](#). The minutes shall record all actions taken by the Board [of Trustees](#). The adopted minutes shall be public records and shall be available to the public and the news media in accordance with the California Public Records Act, Government Code Section 6250. If requested, the minutes shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.
- 2.0 The minutes shall also record names of those present, all motions, names of those making and seconding motions, votes, major discussion points, and direction given to the Chancellor.
- 3.0 The written minutes of Board meetings, signed by the Secretary of the Board, are the official records of such meetings and constitute the only legal record of the public meeting.

[See Board Policy 2310, Regular Meetings of the Board; Board Policy and Administrative Procedure 2320, Special and Emergency Meetings; Board Policy and Administrative Procedure 2340, Agendas; Board Policy and Administrative Procedure 2345, Public Participation at Board Meetings; Board Policy and Administrative Procedure 2350, Speakers; Administrative Procedure 2360, Minutes; Board Policy and Administrative Procedure 2365, Recording; and Board Policy and Administrative Procedure 3300, Public Records](#)

Date of Adoption: June 24, 2003

Date of Last Revision: November 22, 2005

BP 2365 Recording

Reference:

**Education Code Section 72121(a);
Government Code Sections 54953.5, [and](#) 54953.6**

- 1.0 Any audio or video recording of an open and public Board meeting made by or at the direction of the Board [of Trustees](#) shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Sections 6250, et seq. The Chancellor is directed to enact administrative procedures to ensure that any such recordings are maintained for at least [thirty \(30\)](#) days following the audio or video recording.
- 2.0 Persons attending an open and public meeting of the Board [of Trustees](#) may, at their own expense, record the proceedings with an audio or video recording or a still or motion picture camera or may broadcast the proceedings. However, if the Board [of Trustees](#) finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Board [of Trustees](#) to stop the recording.

See [Board Policy 2310, Regular Meetings of the Board; Board Policy and Administrative Procedure 2320, Special and Emergency Meetings; Board Policy and Administrative Procedure 2340, Agendas; Board Policy and Administrative Procedure 2345, Public Participation at Board Meetings; Board Policy and Administrative Procedure 2350, Speakers; Board Policy and Administrative Procedure 2360, Minutes; Administrative Procedure 2365, Recording; and Board Policy and Administrative Procedure 3300, Public Records](#)

Date of Adoption: June 24, 2003

Date of Last Revision: February 26, 2013

BP 2430 Delegation of Authority to the Chancellor

Reference:

Education Code Sections 70902(d), 72400;

~~**Title 5, Section 533021(b)(2)**~~

ACCJC Accreditation Standards IV.B.5, IV.C.12, and IV.D.1

WASC/ACS Criterion 2, Indicator 2.1

- 1.0 The Board of Trustees delegates to the Chancellor the executive responsibility for administering the policies adopted by the Board and executing all decisions of the Board requiring administrative action.
 - 1.1 The Chancellor may delegate any powers and duties entrusted to him/ ~~er~~ her by the Board of Trustees, including the administration of colleges and centers, but will be specifically responsible to the Board of Trustees for the execution of such delegated powers and duties.
 - 1.2 The Board of Trustees delegates authority to the Chancellor to appoint an acting chancellor to serve in his/ ~~er~~ her absence for short periods of time, not to exceed thirty (30) calendar days at a time.

The Board of Trustees shall appoint an acting or interim chancellor for periods exceeding thirty (30) calendar days.

In the case of death, resignation, or retirement of the Chancellor, the Board of Trustees shall establish a Chancellor search process. The Board of Trustees may appoint an interim Chancellor for up to one year.
- 2.0 The Chancellor is empowered to reasonably interpret board policy. In situations where there is no board policy direction, the Chancellor shall have the power to act, but such decisions shall be subject to review by the Board. It is the duty of the Chancellor to inform the Board of Trustees of such action and to recommend written board policy if one is required.
- 3.0 The Chancellor is expected to perform the duties contained in the Chancellor job description and fulfill other responsibilities as may be determined in annual goal-setting or evaluation sessions. The job description and goals and objectives for performance shall be developed by the Board of Trustees in consultation with the Chancellor.
- 4.0 The Chancellor shall ensure that all relevant laws and regulations are complied with, and that required reports are submitted in timely fashion.
- 5.0 The Chancellor shall make available any information or give any report requested by the Board of Trustees as a whole. Individual trustee requests for information shall be met if, in the opinion of the Chancellor, they are not unduly burdensome or disruptive to District operations. Information provided to any trustee shall be provided to all trustees.
- 6.0 The Chancellor shall act as the professional advisor to the Board of Trustees in policy formation.

BP 2430 Delegation of Authority to the Chancellor

See Administrative Procedure 2430, [Delegation of Authority to the Chancellor](#)

Date of Adoption: June 24, 2003

Date of Last Revision: September 14, 2016 Chancellor's Staff
November 26, 2014 Chancellor's Staff

BP 2431 Chancellor Selection

Reference:

Title 5, Sections 53000 et seq.;
ACCJC Accreditation Standards IV.B and IV.C.3;
WASC/ACS Criterion 2, Indicator 2.4

1.0 In case of a Chancellor vacancy, the **Board of Trustees** shall establish a search process to fill the vacancy. The process shall be fair and open and comply with relevant regulations.

Date of Adoption: June 24, 2003

Date of Last Revision: September 14, 2016 Chancellor's Staff
November 26, 2014

BP 2432 Chancellor Succession

Reference:

**Education Code Sections 70902(d) and 72400;
Title 5 Section 53021(b)**

- 1.0 The Board of Trustees delegates authority to the Chancellor to appoint an acting Chancellor to serve in his/~~er~~ her absence for short periods of time, not to exceed thirty (30) days at a time.
- 2.0 In the absence of the Chancellor and when an acting Chancellor has not been named, administrative responsibility shall reside with (in order):
 - 2.1 Vice Chancellor, Finance & Facilities
 - 2.2 Vice Chancellor, Human Resources
 - 2.3 Vice Chancellor, Educational Services & Technology
- 3.0 The Board of Trustees shall appoint an acting Chancellor for periods exceeding thirty (30) days.

Date of Adoption: June 24, 2003

Date of Last Revision: October 25, 2016

BP 2435 Evaluation of the Chancellor

Reference:

ACCJC Accreditation Standard IV.C.3;
WASC/ACS Criterion 2, Indicators 2.1 and 2.3

- 1.0 The Board [of Trustees](#) shall conduct an evaluation of the Chancellor at least annually. Such evaluation shall comply with any requirements set forth in the contract of employment with the Chancellor as well as this policy.
- 2.0 The Board [of Trustees](#) shall evaluate the Chancellor using an evaluation process developed and jointly agreed to by the Board [of Trustees](#) and the Chancellor.
- 3.0 The criteria for evaluation shall be based on ~~B~~[b](#)oard policy, the Chancellor's job description, and performance goals and objectives developed in accordance with Board Policy 2430, Delegation of Authority to Chancellor.

See Administrative Procedure 2435, [Evaluation of the Chancellor](#).

Date of Adoption: June 24, 2003

Date of Revision: September 14, 2016 Chancellor's Staff
April 14, 2015
June 14, 2011

BP 2510 Participation in Local Decision-making

Reference:

Education Code Section 70902(b)(7);
Title 5~~7~~ Sections 53200 et seq.~~7~~ (Academic Senate), 51023.5 (Staff), [and 51023.7 \(Students\)](#);
ACCJC Accreditation Standards [IV.A](#) and [IV.D.7](#);
WASC/ACS Criterion 2, Indicator 2.2

- 1.0 The Board [of Trustees](#) is the ultimate decision-maker in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board [of Trustees](#) is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for board action, and administrative procedures for Chancellor action, under which the District is governed and administered.
- 2.0 Each of the following shall participate as required by law in the decision-making processes of the District:
 - 2.1 Academic Senate(s): (Title 5~~7~~ Sections 53200-53206~~7~~) The Board [of Trustees](#) or its designees will consult collegially with the Academic Senate, as duly constituted with respect to academic and professional matters, as defined by law. Procedures to implement this section are developed collegially with the Academic Senate.
 - 2.2 Staff: (Title 5~~7~~ Section 51023.5~~7~~) Staff shall be provided with opportunities to participate in the formulation and development of district policies and procedures that have a significant effect on staff. The opinions and recommendations of the Classified School Employees Association, Chapter 167, and the Confidential Personnel group, will be given every reasonable consideration.
 - 2.3 Students: (Title 5~~7~~ Section 51023.7~~7~~) The Associated Students shall be given an opportunity to participate effectively in the formulation and development of district policies and procedures that have a significant effect on students, as defined by law. The recommendations and positions of the Associated Students will be given every reasonable consideration. The selection of student representatives to serve on district committees or task forces shall be made after consultation with the Associated Students.
- 3.0 Except for unforeseeable emergency situations, the Board [of Trustees](#) shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate.
- 4.0 Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540, et seq.

See Administrative Procedure 2510, [Participation in Local Decision-making](#)

Date of Adoption: June 24, 2003

Date of Last Revision: September 14, 2016 Chancellor's Staff
November 26, 2014 Chancellor's Staff

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: BOARD OF TRUSTEES
DATE: April 23, 2019
SUBJECT: Future Board Agenda Items

Action	_____
Resolution	_____
Information	_____ X _____
Enclosure(s)	_____

BACKGROUND: During the June annual Board and Chancellor planning retreat, the group discussed how to make Board meetings more effective and efficient. As a result of that discussion, it was agreed that a new *Future Board Agenda Items* section would be included in Board meeting agendas to provide an opportunity for trustees to discuss the possibility of adding topics or items of interest to future agendas.

This information item is presented to allow for discussion on any potential future Board agenda items.

How does this relate to the five District Strategic Directions? This item responds to District Strategic Direction #4: The District will implement best practices related to planning, including: transparent decision-making processes, support of strategic and comprehensive planning activities at campus and district levels, and the allocation of resources to fund planning priorities.

How does this relate to Board Policy: This item is in accordance with Board Policy 2310, Regular Meetings of the Board and Board Policy 2340, Agendas.

FUNDING SOURCE AND FINANCIAL IMPACT: Not applicable.

RECOMMENDATION: It is recommended that the Board discuss any potential future Board agenda items.

Cheryl Marshall

Recommended by

Approved for Submittal

6.c

Item No.