

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

**MEETING:** Regular Meeting in November 2018

DATE: Tuesday, November 27, 2018, 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 4 & 5
  - e. Consider Personnel block-vote items indicated by [] in Section 6

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
- g. Comments:

Resource Table Personnel Members of the Board of Trustees

2. a. Approval of Minutes of the Regular Meeting of November 13, 2018.

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 Section 54956.8: CONFERENCE WITH REAL PROPERTY NEGOTIATOR:

Property:429 E. Amerige Avenue, Fullerton, CA 92832<br/>(APN 033-083-32 and APN 033-083-33)Negotiation Party:Fred Williams, Vice Chancellor, Finance & FacilitiesUnder Negotiation:Terms and Conditions of Sale

### 3. STUDY SESSION

a. It is recommended that the Board conduct a study session to review and discuss districtwide efforts related to guided pathways, the Anaheim Pledge, dual enrollment, and student success data in order to promote student success and equity.

### 4. **FINANCE & FACILITIES**

- [a] It is recommended that the Board approve the North Orange County Regional occupational program (ROP) Technology Update for Students as a one-time cost of \$122,040.
- [b] Authorization is requested to enter into a license agreement with Centralia School District in the amount of \$86,372, effective December 1, 2019 through November 30, 2019.

### 5. **INSTRUCTIONAL RESOURCES**

- [a] It is recommended that the Board approve the summary of curriculum additions and revisions for the North Orange County Continuing Education, to be effective in the Winter 2019 trimester.
- [b] Authorization is requested to accept new revenue from the U.S. Department of Education Title V Hispanic-Serving Institutions Program in the amount of \$2,730,077 over the next five years.
- c. It is recommended that the Board receive as information items the first drafts of the Cypress College Accreditation Follow-Up Report and the Fullerton College Accreditation Follow-Up Report.

### 6. HUMAN RESOURCES

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

Extension of Temporary Management Contract Temporary Academic Hourly

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

Retirement New Personnel Promotion Voluntary Changes in Assignment Professional Growth & Development Leaves of Absence Rehires

- [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 the 2019-2020 Academic Calendar for credit and noncredit.

### 7. **GENERAL**

- a. It is recommended that the Board approve the recommended state and federal legislative priorities for 2019-20, and to empower the Chancellor of the North Orange County Community College District to advocate for the interests of the students, staff, and faculty of the District on behalf of the Board.
- b. It is recommended that the Board establish Tuesday, December 11, 2018 as the date of its Organizational Meeting and amend, if necessary, the suggested 2019 meeting calendar.
- 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.

- **TO**: BOARD OF TRUSTEES
- DATE: November 27, 2018

Action Resolution Information X Enclosure(s) X

SUBJECT: Study Session: Student Success and Equity: Guided Pathways, The Anaheim Pledge, Dual Enrollment, and Student Success Data

**BACKGROUND**: At the June 2018 Board and Chancellor planning retreat, there was strong interest in providing more opportunities for in-depth discussions on specific topics before action items are placed on the agenda. In addition, the Board wants to provide evidence of its growth to Accrediting Commission for Community and Junior Colleges (ACCJC). At the July 24, 2018 Board meeting, there was general consensus to move to a format where the first meeting of the month would be a business meeting, followed by a second discussion/study session meeting later in the month, in order to allow for effective meetings with meaningful dialogue and provide educational opportunities.

This item is presented to allow for discussion on districtwide efforts related to guided pathways, the Anaheim Pledge, dual enrollment, and student success data in order to promote student success and equity.

**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.

FUNDING SOURCE AND FINANCIAL IMPACT: Not applicable.

**RECOMMENDATION**: It is recommended that the Board conduct a study session to review and discuss districtwide efforts related to guided pathways, the Anaheim Pledge, dual enrollment, and student success data in order to promote student success and equity.

TO: BOARD OF TRUSTEES

DATE: November 27, 2018

SUBJECT: Approval of North Orange County Regional Occupational Program (ROP) Technology Update for Students Action X Resolution Information Enclosure(s)

**BACKGROUND**: As part of an approved North Orange County Regional Consortium (NOCRC) strategy for the Adult Education Program (AEP), the North Orange County Regional Occupational Program (ROP) will update their technology equipment and software to develop curricular alignment and pathways to the NOCE CTE allied health programs. The ROP Technology Update for Students proposal totals a one-time cost of \$112,040, which includes equipment and software updates. The NOCRC Executive Committee approved the use of AEP one-time carryover funds to cover the expense.

North Orange County ROP (NOCROP) offers the following programs to the adult population: Advanced Dental Assisting, Nursing Assistant, Long Term Care, Continuing Education Units, Fundamentals of Nursing, Medical Assistant Clinical and Administrative, Medical Terminology and Telemetry Technician. The requested software and equipment updates will allow for curricular alignment with the current requirements of the abovementioned industries. The curriculum enhancement and expansion of career education courses and pathways will increase the number of adults attaining skills necessary for gainful employment and economic security.

This agenda item was submitted by Janeth Manjarrez, Director, Adult Education Program.

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

**How does this relate to Board Policy**: This item is submitted in accordance with Board Policy 3720, Computer and Electronic Communication Systems.

**FUNDING SOURCE AND FINANCIAL IMPACT**: The ROP Technology upgrade for students will be charged to the Adult Education Program fund.

**RECOMMENDATION**: Authorization is requested that the Board of Trustees approve the North Orange County Regional Occupational Program (ROP) Technology Update for Students as a one-time cost of \$122,040. 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

TO: BOARD OF TRUSTEES

DATE: November 27, 2018

SUBJECT: North Orange Continuing Education English as a Second Language Centralia School District License Agreement

Action	Х
Resolution	
Information	
Enclosure(s)	

**BACKGROUND**: North Orange Continuing Education (NOCE) offers free noncredit English as a Second Language (ESL) classes at multiple community-based sites. There is unmet demand for ESL classes at the Cypress Continuing Education Center between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday. Therefore, NOCE is seeking to enter into a license agreement with Centralia School District to utilize their facility to offer ESL classes. The property of interest, Wing 10 Building of the Walter Knott Education Center, is near the Cypress College Campus. It is located at 7300 La Palma Avenue, Buena Park, CA 90620. Walter Knott Education Center will be the first community-based campus to include four classrooms. The ability to offer several class sections simultaneously will increase the capacity of the NOCE ESL Program and eliminate wait lists for morning ESL classes at the Cypress Continuing Education Center. If successful, this community education hub model has the potential of spanning from ESL to Parent Education and including other K12 school districts.

As part of the regional ESL instruction expansion strategy, the Executive Committee of North Orange County Regional Consortium (NOCRC) for Adult Education approved one-time carryover funding of \$90,000 to cover the facility cost for the first-year partnership with Centralia School District. In addition, the consortium approved a contingency amount of \$9,000 from ongoing AEP fund.

The license use agreement per year to include:

- License Fee \$73,728
- Security Deposit \$ 6,144 (throughout the term of agreement)
- Custodial Services \$ 6,000
- Furniture Use <u>\$ 500</u>

\$86,372

The amount of \$86,372 is for a one-year period from December 1, 2018 to November 30, 2019 with an option to extend the term of the license use for four (4) additional one (1) year term extension for a total of 5 years with a 2% increase of the prior year fee to cover administrative costs. The first year is a pilot program and funding for subsequent years will be determined and voted on by the Executive Committee of North Orange County Regional Consortium (NOCRC).

The agenda item was submitted by Dr. Karen Bautista, Dean of Instruction and Student Services, and Janeth Manjarrez, Director, Adult Education Program.

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

How does this relate to Board Policy: This item relates to BP 6500–Property Management.

**FUNDING SOURCE AND FINANCIAL IMPACT**: This license agreement will be paid by the Adult Education Program fund.

**RECOMMENDATION**: Authorization is requested to enter into a license agreement with Centralia School District, for the use of Wing 10 Building of the Walter Knott Education Center located at 7300 La Palma Avenue, Buena Park, CA 90620 in the amount of \$86,372. The term of the agreement is from December 1, 2018 to November 30, 2019 with an option to extend the term for four (4) additional one (1) year term extension for a total of 5 years with a 2% increase of the prior year fee to cover administrative costs pending the NOCRC Executive Committee approval and the availability of funding. 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

#### LICENSE AGREEMENT BETWEEN

#### **CENTRALIA SCHOOL DISTRICT**

AND

#### NORTH ORANGE CONTINUING EDUCATION

#### FOR THE USE OF REAL PROPERTY

**THIS LICENSE AGREEMENT** ("Agreement") is approved and entered into as of this 15<sup>th</sup> day of November 2018 ("Effective Date"), by and between the CENTRALIA SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District") and NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT/ NORTH ORANGE CONTINUING EDUCATION ("Licensee") (collectively, District and Licensee are referred to as the "Parties").

#### RECITALS

**WHEREAS**, District is the owner of certain real property, located at 7300 La Palma Avenue, Buena Park, CA 90620 known as the Walter Knott Education Center and specifically the building identified as "Wing 10" (the "Building"), as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property");

**WHEREAS**, District is willing to grant to Licensee a license for the non-exclusive use of that portion of the Property including Wing 10 along with the right to use certain "common areas" on the Property as designated in Exhibit "A" and set forth in Section 1(f) below, including the green space between Wing 9 and Wing 10, the restrooms at the south end of Wings 10 and 11, the parking lot located in front of the building ("License Area") in accordance with the terms and conditions of this Agreement;

**WHEREAS**, Licensee desires to use the License Area for the purpose set forth herein;

**NOW, THEREFORE,** the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

**AGREEMENT** 

Section 1. <u>Grant of License and Use of License Area</u>. In consideration of the License Fee, District grants a **non-exclusive** license to Licensee to use the License Area for the limited purposes of operating the Program, as defined in subsection (a) below.

(a) <u>Program Use</u>. Licensee's use of the License Area shall be limited to the following: NOCE will offer English as a Second Language classes to adults between the hours of 8 am and 3 pm, Monday through Friday. NOCE may use laptop computers in the classrooms, in addition to computers for faculty. Classes will enroll approximately 25 – 35 students. The parking lot and restrooms will be utilized. Classes will follow the NOCE calendar and classes may be offered on weekdays that Centralia School District may consider district holidays.

If the District believes any specific action or activity conducted on the License Area does not relate to the Program, the District may either terminate this Agreement immediately pursuant to Section 4(p) below or issue a written notice to Licensee requiring such action or activity to cease immediately.

(b) <u>Scheduled Use.</u> During the Term of this Agreement, as set forth in Section 3 below, Licensee shall have the right to use the License Area at all times, subject to the District's inspection and possessory rights, as set forth herein (collectively, the "Use Times").

(c) <u>Property Storage.</u> Licensee may store and maintain any equipment or property reasonably related to the Program in the License Area (the "Stored Equipment"). Licensee shall assume all risk associated with keeping the Stored Equipment on the License Area and in no event shall the District be responsible for any stolen or damaged Stored Equipment. In no event shall the District be held responsible or liable for any property or equipment left on or around the License Area.

(d) <u>Guests / Employees.</u> Licensee is authorized to allow the following persons to enter the License Area for purposes of the Program: parents and children who are selected by Licensee to participate in the Program and staff / employees hired by Licensee to administer and conduct the Program (collectively, the "Licensee Personnel"). Licensee shall remain solely responsible for any and all actions by the Licensee Personnel and shall indemnify the District in accordance with Section 4(h) for any harm, damage, or claim arising from the acts or omissions of Licensee Personnel arising from the Program or their use of the License Area. Except for the Licensee Personnel identified herein, Licensee may seek written permission from the District to allow other guests to enter the License Area, such as outside vendors. To obtain such permission, Licensee shall submit a written request identifying the name of the vendor, the services to be provided, the time during which the vendor will enter the License Area, the prices charged, and any payment Licensee will receive from the vendor. The District, at its sole discretion will decide

whether to permit the proposed vendor as requested or require certain revisions to the parameters of the vendor's use prior to approval through written notice only. If granted permission, Licensee shall remain solely responsible and liable for all vendor's actions and shall enter into a separate agreement with the vendor stating that the District is not responsible for any payment or other obligations provided by Licensee to the vendor.

(e) <u>Security Measures.</u> At all times during Licensee's Use Times, as defined above, Licensee shall provide personnel responsible for monitoring the License Area to: ensure no unauthorized persons enter the License Area; prevent any unauthorized activities or illegal actions from occurring on the License Area during the Use Times; and protect the condition of the License Area.

Common Areas. The Parties recognize that the License Area is (f)located on the Property used by other third parties (the "Other Tenants"). As such, Licensee, as well as the Other Tenants, will also have non-exclusive rights to use areas within the Property designated as common space or areas, including, but not limited to, walkways and travel spaces. Specifically, Licensee shall have the right to access and use, along with Other Tenants, the green space between Wing 10 and Wing 10, the restrooms at the south end of Wing 10 and Wing 11, the parking lot located in front of the Building, all as designated in Exhibit "A" (the "Common Area"). Licensee shall be responsible for any damage to the Common Areas caused by its employees or Licensee Personnel and shall reimburse the District for any costs incurred to repair such damage, to be determined and charged as the sole discretion of the District. Licensee understands that access to the Common Areas is not guaranteed and Licensee as access is shared with the Other Tenants and access may be limited periodically for repair, clean, or restoration, at the District's discretion. As such, Licensee will work in good faith with District and the Other Tenants to share the Common Areas and Licensee shall not block or limit access to the Common Areas unless Licensee obtains prior written consent from the District and the Other Tenants. In addition to the Common Areas, Licensee may request permission to use other portions of the Property by submitting a written request to District identifying the specific area to be use, the purpose of the use, and the timeframe of use. District, at its sole discretion, may permit any such additional use through written confirmation of the Licensee's request.

(g) <u>Full and Complete Agreement.</u> This Agreement contains the entire agreement between the Parties, and supersedes all prior agreements of the Parties (whether oral or written). The Parties hereby agree that the purpose of this Agreement is to fully and completely replace and eliminate all obligations and rights set forth in the any prior agreement with respect to the License Area ("Prior Agreements"). Thus, Licensee shall have no further right, whether granted, suggested or implied by the Prior Agreements with respect to the License Area and the District shall have no further obligation, whether required, suggested or implied by the Prior Agreement. No provisions of this Agreement may be amended or varied except by an agreement in writing signed by both Parties.

Section 2. License Fee.

(a) <u>License Fee</u>. Licensee shall pay a license fee ("License Fee") of Seventy Three Thousand Seven Hundred Twenty Eight Dollars (\$73,728) per year to the District as a License Fee for the use of the License Area to be paid in one lump sum due and payable within the first 60 days of contract execution by both parties. **The Parties acknowledge and agree that the License Fee is not a rental or lease payment for the License Area**. The License Fee shall be received by the District at the address provided in Section 10 below. The License Fee shall be paid by Licensee in addition to the utility and maintenance costs as set forth in Section 4(b) and 4(c) below. See Section 4(h) for the furniture usage costs.

(b) Security Deposit. In addition to the License Fee, Licensee shall issue a security deposit to the District within ten (10) days of the Effective Date in the amount of Six Thousand One Hundred Fourty Four Dollars (\$6,144) (the "Security Deposit") which the District shall hold throughout the term of this Agreement. The District, at its sole discretion, may use the Security Deposit to address any harm, damage, expense, or claim arising from Licensee's use of the License Area. At the end of the License's Term, or any extension thereof, the District shall return any remaining Security Deposit to Licensee.

(c) <u>Late Fee Payment</u>. Payments not received by District within ten (10) days of becoming due, shall bear interest on the delinquent amount at the rate of ten percent (10%) per month from the date due until the date paid. Licensee's failure to make a payment within ten (10) days of such payment becoming due shall be cause for immediate termination of the Agreement by District.

Term. The term of this Agreement shall be for one (1) year Section 3. commencing on the Effective Date ("Term"). The Parties may mutually agree to extend the Term for four (4) additional one (1) year extension terms (the "Extension Terms"), for a total of five (5) years, as follows: Each one (1) year extention will increase the licensee fee by two (2) percent of the prior year fee to cover administative costs. Either Party may submit a written request to the other Party seeking to initiate the Extension Term prior to the end of the then current term. The Party receiving the request may accept the Extension Term by signing and dating the Extension Term request. The terms and conditions of this Agreement shall apply to any Extension Term unless the Parties agree in writing to any explicit revisions. This Agreement may be terminated immediately by District without notice if (1) Licensee is in material breach of the Agreement, (2) if District determines there is unsafe and/or dangerous conditions, threats to life or property, (3) in the event that a natural disaster or emergency makes it necessary for the District to use the License Area for alternative purposes, or (4) if District and Licensee enter into a revised agreement for the use of the License Area. Either Party may terminate the Agreement at will and without cause upon giving the other party notice in writing. The Parties will each endeavor, but shall not be required, to give at least three (3) months written notice to the other party.

#### Section 4. <u>Conditions to Use</u>.

(a) <u>Repair of License Area</u>. Licensee shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by use of the License Area or the Common Area by Licensee, its employees, contractors, volunteers or invitees or Licensee Personnel, excluding only those caused by the active negligence or willful misconduct of the District. Licensee shall notify District immediately of any damage caused to the License Area. In the event that Licensee fails to make repairs or replacement to the License Area due to any such damage, District may, at District's sole discretion, undertake such repair or replacement of the License Area and Licensee shall reimburse District for the costs of such repairs or maintenance within thirty (30) days of invoice by District.

Clean Up of License Area and Utilities. District will provide regular (b) custodial services for the Property, and Licensee shall be responsible for paying a prorated cost of the custodial fees, including utilities fees, determined by the district to be \$500 per month or \$6,000 annually. However, the District, at its sole discretion, may charge Licensee an additional fee if the District determines, at its sole determination, that Licensee's use of any utilities is excessive or results in additional charges to the District or if Licensee's activities require the District to incur additional custodial costs to address any condition created by Licensee or its inviteess. This will include paper products for the restroom such as paper towels, soap, toilet paper and sanitary guards for toilet seats. For the classrooms this will include paper towels and soap for existing dispensers. The custodian will clean the rooms on a regular basis using cleaning supplies provided by the District. However, additional cleaning supplies will not be provided to your staff. Payment for the custodial services and utilities as set forth herein shall be made by Licensee in one lump sum due and payable within the first 60 days of contract execution by both parties. Any custodial services provided by Licensee shall in no way reduce or eliminate Licensee's duty to ensure the Property remains in good working order throughout the Term.

If District does not provide custodial services, Licensee shall be responsible for the full and complete cleanup of the License Area, the Common Area, and any other portion of the Property used by Licensee, its employees, contractors, volunteers or invitees or Licensee Personnel at the close of each and every day, leaving it in a comparable state as existed prior to Licensee's activities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash, emptying trash cans, cleaning or sweeping up spills, and similar related activities. In the event that Licensee fails to clean up the License Area or the Common Area, District may, at District's sole discretion, issue written notice to Licensee requiring immediate clean up, in which case Licensee's failure to perform such cleanup will constitute a breach of this Agreement, or undertake any cleanup of the License Area or Common Area and Licensee shall reimburse District for the costs of such cleanup or maintenance within thirty (30) days of invoice by District.

In the event Licensee creates or initiates any additional or separately metered utility to serve the License Area, such as internet service, Licensee shall be solely responsible for all associated costs.

005016.00039 21858317.1 In no event shall the District be responsible for any delays, interruptions, interferences, disruption, or malfunctions (collectively "Disruptions") of any utility services provided to the License Area unless such Disruption is caused by the sole and active negligence of the District. In the event of a Disruption, Licensee may notify the District and the District will take reasonable action to address the Disruption as quickly as possible. However, in no event shall Licensee be entitled to any discount or payment in the event any Disruption occurs, regardless of the District to incur additional usage fees or results on the delay or disruption of any utilities, Licensee shall be responsible for all associated costs.

(c) <u>Hazardous Materials</u>. Under no circumstances during the term of this License or any extension thereof shall Licensee use or cause to be used in the License Area any hazardous or toxic substances or materials, otherwise store, or dispose of any such substances or materials in the License Area. Notwithstanding the foregoing, Licensee may use, at its own risk, in compliance with any applicable laws and District policies, any ordinary and customary materials reasonably required to be used in the normal course of Licensee's Program, such as ordinary office supplies and common household cleaning materials.

(d) <u>Non-Interference with District or Other Tenant Activities</u>. This Agreement shall not grant Licensee, its employees, contractors, volunteers or invitees the right to interfere with any activities of District, or other tenants or subtenants existing at the Property at any time, as determined by the District in its sole discretion.

(e) <u>Conduct of Licensee, Employees, Contractors, Volunteers and</u> <u>Invitees</u>. Licensee shall insure that all employees, contractors, volunteers, invitees, and all others in attendance, including the Licensee Personnel will adhere to proper standards of public conduct. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the License Area. In the event the District determines, in its sole and absolute discretion, that an employee, contractor, volunteer, Licensee Personnel, or invitee of Licensee is failing to adhere to proper standards of public conduct the District reserves the right to remove said individual, and/or require Licensee to remove said individual from the District's Property and prohibit future access to the Property. Licensee shall insure that all employees, contractors, volunteers, invitees, Licensee Personnel and all others in attendance remain within the License Area designated for use in this Agreement only.

#### (f) <u>Insurance</u>.

(i) <u>Public Liability and Property Damage</u>. Licensee agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Licensee's use of the License Area under this Agreement. Such insurance shall be in

005016.00039 21858317.1 amounts not less than \$1,000,000 per occurrence; \$3000,000 for general aggregate and \$1,000,000 for property damage.

(ii) <u>Sexual Molestation and Abuse Coverage</u>. Licensee's insurance policy or policies shall include or be endorsed to include sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the public liability and property damage policy by endorsement, with the following limits: one million dollars (\$1,000,000) per occurrence and an aggregate of two million dollars (\$2,000,000.00).

(iii) <u>Automobile Liability</u>. Licensee also agrees to maintain in full force and effect with regard to any Licensee owned vehicles which Licensee brings onto the License Area a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

(iv) <u>Workers' Compensation</u>. Licensee shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

(v) <u>Notice; Additional Named Insureds</u>. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. District, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

(vi) <u>Insurance Endorsements</u>. Concurrent with the execution of the Agreement and prior to any use by Licensee of the License Area, Licensee will provide District with an endorsement(s) verifying such insurance and the terms described herein.

Indemnification. Licensee shall be responsible for, and District, its (g) board members, officers, agents, employees, students and invitees ("District Parties") shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of Licensee, its agents, officers, employees, contractors, volunteers, guests or invitees, including the Licensee Personnel ("Licensee Parties"), or resulting from Licensee Parties' activities at the Property including the License Area or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Property including the License Area, except to the extent such claims arise out of the active negligence or willful misconduct of District Parties. Licensee shall indemnify and defend District Parties against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities, including reasonable attorneys' fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Licensee Parties' activities at the Property including the License Area, this Agreement, and any other use of and operations at the Property

including the License Area pursuant to this Agreement, whether or not there is concurrent passive negligence on the part of District Parties, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the active negligence or willful misconduct of District Parties. Licensee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to the legality or legal interpretation of this Agreement, including without limitation, District's authority to enter into this Agreement. Licensee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to liability resulting from violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation that may adversely affect the Property including the License Area. Licensee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to any personal property of Licensee Parties stored at the Property including the License Area. In connection therewith:

(i) <u>Actions Filed</u>. Licensee shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) <u>Judgments Rendered</u>. Licensee shall promptly pay any judgment rendered against Licensee Parties or District Parties covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Property including the License Area referred to herein and agrees to save and hold District Parties harmless therefrom.

(iii) <u>Costs and Expenses; Attorneys' Fees</u>. In the event any District Parties are made a party to any action or proceeding filed or prosecuted against Licensee Parties for such damages or other claims arising out of the use of and operations at the Property including the License Area referred to herein, Licensee agrees to pay District Parties any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section shall survive the termination or expiration of this Agreement.

(h) <u>Program Materials, Furnishings and Equipment</u>. Licensee shall provide all materials and equipment to be used for its Program. Licensee is responsible for all costs associated with its Program. Licensee will use furniture in the form of tables, chairs, desks, and storage cabinets, subject to availability. The License Fee will reflect the addition of \$500.00 anually for this purpose, to be paid in a lump sum.

(i) <u>Program Supervision and Security</u>. Licensee shall provide all necessary supervision of its employees, contractors, volunteers and invitees while using the License Area. Licensee is solely responsible for the safety and security of its employees, contractors, volunteers and invitees at all times.

Locks - Keying and Access Authorization. Licensee hereby (i) acknowledges that the Building may be used by the District as part of its educational operations and, as such, shall be subject to any and all precautions and limitations as the District deems necessary to protect the safety and security of students and staff who may use or enter into the Building. The lock style, types of gates, and key/code authorization to be utilized at the License Area will be coordinated in such a manner as to allow dual access while maintaining the safety and security of people and property. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the License Area and shall determine the manner in which Licensee is granted access to the License Area. During its use of the License Area, Licensee shall be responsible for ensuring the License Area is secured and locked after each Licensee use in accordance with the District's instructions, which may include ensuring all doors and other designated entries are locked and/or secured. Licensee shall indemnify, defend, and hold harmless the District from any harm that arises from Licensee's failure to properly secure the License Area during or after each Licensee use as set forth in the Indemnification requirements set forth in paragraph (g) above.

(k) <u>Parking</u>. Licensee shall have access to all designated parking areas for the License Area as set forth in Exhibit "A" unless Licensee's use corresponds with a District activity on or around the License Area, in which case Licensee's parking usage may be limited at the sole discretion of the District. Licensee recognizes that the Building is used by Other Tenants and therefore, parking will be shared accordingly. Parking shall be limited to standard-sized automobiles. Licensee shall not allow large trucks or other large vehicles to use the parking lot on the Property and shall not allow overnight parking. All vehicles shall be parked only in marked parking areas and not in driveways, loading areas, or other areas not specifically designated for parking.

(1) <u>Taxes</u>. In the event possessory interest taxes are assessed, Licensee shall be solely responsible for the payment of all Licensee's possessory interest taxes, if any, during the term of the Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Licensee that: (i) the License Area is subject to possessory interest taxes, and that such taxes shall be paid by Licensee; and (ii) Licensee may be subject to the payment of property taxes levied on the possessory interest obtained by Licensee. The parties acknowledge that during the term of this Agreement, Licensee shall be solely responsible for any and all possessory interest taxes and related charges and expenses (collectively, "Possessory Interest Taxes") imposed with respect to the License Area, and shall indemnify, defend and hold harmless District against all possessory interest taxes. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

(m) <u>Periodic Inspections/Access</u>. District shall be allowed to perform periodic inspections of the License Area without notice in order to determine the physical condition of the License Area. District shall make every effort to conduct these activities in a manner that does not unduly interrupt Licensee's use of the License Area. If the District determines, during an inspection or at any other time, that Licensee's use of the License Area or Property is beyond the scope of the Program, is causing damage to the License Area or Property, or otherwise violates any term of this Agreement, the District,

005016.00039 21858317.1 at its sole discretion may immediately terminate this Agreement or require Licensee to immediately correct the issue.

(n) <u>Management of Site; Protocol</u>. The District may, but is not obligated to, designate an individual and/or entity to manage ("Site Manager") all or part of the License Area and shall provide Licensee with the contact information. The District, at its sole discretion may change the Site Manager or elect not to utilize a Site Manger and will provide Licensee with updated contact information as needed.

(o) <u>Default</u>. Licensee agrees that if default shall be made in any of the covenants and agreements contained herein to be kept by Licensee, the District may immediately revoke and terminate the Agreement in accordance with Subsection (q) below, in addition to any of the District's other rights and remedies at law or in equity.

(p) Expiration; Termination; Vacating Site. Licensee acknowledges and agrees that this Agreement is a non-exclusive license and is not a lease or other instrument that conveys an interest in real property and, as such, does not impart protections to the Licensee that would be consistent with a lease. Accordingly, Licensee acknowledges and agrees that upon the expiration or earlier termination of the Agreement, Licensee will not have access to the License Area and the District may elect to change locks or take other steps to prevent Licensee from having access to the License Area. The District may remove from the License Area any remaining personal belongings of Licensee and/or will endeavor to cooperate with Licensee to schedule a mutually convenient time to allow Licensee to remove its personal belongings, if any remain, from the License Area; however, such access is to be made under the District's supervision.

LICENSEE'S INITIALS: \_\_\_\_\_

Section 5. <u>Improvements</u>.

Licensee shall have no right to make any additional changes, (a)alterations or improvements to the Property or License Area, unless District provides prior written permission to make such changes, alterations or improvements, which permission may be granted and conditioned in the sole discretion of the District ("Improvements"). Any other Improvement, of which District has approved, shall be accompanied by plans and specifications providing for the alteration, change or improvement, which plans and specifications shall be subject to the District's approval. All construction or alterations shall be performed diligently and in a good and workmanlike manner, and shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the Property. Licensee shall pay all costs, including, but not limited to, demolition and construction, planning and permit fees, architectural, engineering and legal fees, taxes and insurance, for or related to the Improvements performed by it, or caused to be performed by it, on the Property as permitted by this Agreement. Nothing herein shall be interpreted as suggesting the District will allow Improvements at any time and Licensee enters into this Agreement with the understanding it must use the License Area in its as is condition without planning for any Improvements.

(b) Licensee shall keep the Property and the Improvements free and clear of all mechanics' liens resulting from construction and/or alterations performed by, for or at the request of Licensee, it being acknowledged and agreed that nothing herein is intended to state or imply that the Property is subject to mechanic's liens, as the Property is and will continue to constitute real property owned by a public entity during the entire term of this Agreement. Licensee shall do all things reasonably necessary to prevent the filing of any such mechanic's or other liens against the Property or the Improvements. If any such lien shall at any time be filed against the Property and/or improvements thereon or therein, Licensee shall cause the same to be discharged of record or bonded over to the satisfaction of the District within thirty (30) days from Licensee's receipt of a copy of such lien. Licensee may not collateralize, obtain financing by securitization or borrow against the value of the Property.

(c) Notwithstanding anything to the contrary stated or implied herein, Licensee shall not take any action or give any approval that will result in a change in the zoning of the Property that will be binding on the Property or impact or affect District after the expiration or earlier termination of this Agreement, or alter, eliminate or in any way modify any of the entitlements for the Property in any manner that will be binding on the Property or District after the expiration or earlier termination of this Agreement, in each case without prior written consent of the District.

(d) <u>Status of Improvements on Termination of the Agreement.</u> The District may elect, in its sole and absolute discretion, to require Licensee to remove the any or all of the Improvements, at Licensee's sole cost and expense prior to the expiration of the term of this License Term, or any extension thereof, or the earlier termination of this Agreement; provided that, the District must notify Licensee of such election by giving Licensee notice in writing. If the District so elects to require Licensee to remove any Improvements, Licensee shall remove the Improvements in a good and workmanlike manner, in compliance with all applicable laws, orders, ordinances, rules and regulations of federal, state, county, municipal and other authorities having jurisdiction. All provisions of this Agreement regarding insurance, indemnification, alterations, and mechanic's liens shall survive and be in effect during the removal period. Licensee shall have one-hundred twenty (120) days from the receipt of any such notice to complete the removal of the Improvements.

For any Improvement for which the District does not require Licensee to remove, such Improvement shall remain part of the License Area and shall become the District's property until termination of this Agreement. Except as otherwise expressly provided in this License, Licensee shall, upon the expiration or earlier termination of this Agreement, peaceably and quietly leave and surrender to the District the Property in good order and repair, ordinary wear and tear excepted, with all Improvements made to the Property provided or created by Licensee. In no event shall Licensee be entitled to any compensation, payment, or credit for any Improvements, regardless of whether the District decides to require Licensee to remove the Improvements or elects to keep the Improvements.

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#### Section 6. Compliance With Law.

(a) Licensee shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the License Area, enacted or promulgated by any public or governmental authority or agency, including without limitation District, having jurisdiction over the License Area. Licensee shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, approvals, including a Conditional Use Permit if necessary, from any local, state or federal agency necessary for the Program and/or use of the License Area.

(b) District has made no representation or warranty as to the suitability of the Property and/or the License Area for Licensee's Program, and Licensee waives any implied warranty that the Property and/or the License Area are suitable for Licensee's intended purposes. Prior to the commencement date of the Agreement, Licensee shall have taken the appropriate steps and made the appropriate inquiries to confirm that Licensee is or will be as of the commencement date of the Agreement in compliance with all laws, ordinances, zoning, rules, and regulations applicable to the Program and Licensee's operation of the Program, enacted or promulgated by any public or governmental authority or agency and will maintain compliance throughout the duration of the Term.

#### LICENSEE'S INITIALS: \_\_\_\_\_

Section 7. <u>Legal Interpretation of Instrument</u>. The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the License Area. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Licensee acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Licensee against the District, or by the District against Licensee. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in Orange County.

#### LICENSEE'S INITIALS:

Section 8. <u>Attorneys' Fees</u>. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

Section 9. <u>Entire Agreement; Amendment</u>. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed unless in writing executed by both parties.

005016.00039 21858317.1 Section 10. <u>Notices</u>. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to Licensee:	NORTH ORANGE COUNTY COMMUNITY COLLEGE	Commented [VP1]: Added our District's name
	DISTRICT/NORTH ORANGE COUNTY CONTINUING	
	EDUCATION.	
	Valentina Purtell	
	Provost	
	1830 W. Romneya Drive	
	Anaheim, CA 92801	
	vpurtell@noce.edu	
If to District:	CENTRALIA SCHOOL DISTRICT	
	Scott R. Martin	
	Assistant Superintendent Business & Administrative Services	
	6625 La Palma Ave.	

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 11. <u>Official Representatives</u>. The official representative for District and Licensee shall be the individuals named in Section 10 above.

#### Section 12. Employees/Independent Contractors.

Buena Park, CA 90620 Scott Martin@cesd.us

(a) For purposes of this Agreement, all persons employed by Licensee in the performance of services and functions with respect to this Agreement shall be deemed employees of Licensee and no Licensee employee shall be considered as an employee of the District under the jurisdiction of District, nor shall such Licensee employees have any District pension, civil service, or other status while an employee of the Licensee.

(b) Licensee shall have no authority to contract on behalf of District. It is expressly understood and agreed by both parties hereto that Licensee, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

Section 13. <u>No Transfer or Assignment</u>. Licensee, as Licensee, acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, and

therefore, Licensee shall not assign hypothecate or mortgage the License Area or any portion thereof, by, though or pursuant to this Agreement.

LICENSEE'S INITIALS: \_\_\_\_\_

Section 14. <u>Nondiscrimination</u>. In utilizing the Agreement, Licensee shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

Section 15. <u>As-Is Condition</u>. The License Area are licensed in as-is condition and District makes no representation or warranty of any kind regarding the character of the License Area.

Section 16. <u>Exhibits</u>. The following appendix which is attached hereto is incorporated herein and made a part of this Agreement:

Exhibit A: Location and Description of Property and License Area

Addendum 1: Legal Interpretation of Instrument.

Section 17. <u>Recitals</u>. The Recitals are incorporated into this Agreement as though fully set forth herein.

Section 18. <u>Joint Venture</u>. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the District and Licensee. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Section 19. <u>Ambiguities not to be Construed against Drafting Party</u>. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

Section 20. <u>Days/Holidays</u>. All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

Section 21. <u>Nonliability of Officials</u>. No officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

Section 22. <u>Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

Section 23. <u>Signs</u>. Licensee shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the License Area without District's prior written consent, which consent is at the District's sole discretion.

Section 24. <u>Time of the Essence</u>. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

Section 25. <u>Severability</u>. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 26. <u>No District Affiliation/Endorsement</u>. Licensee shall not imply, indicate or otherwise suggest that Licensee's use and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the District. No signage, flyers or other material may reference the District, any school name, logo or mascot without the District's prior written consent.

Section 27. <u>Background Checks</u>. During the entire term of this Agreement, Licensee shall fully comply with the provision of Education Code Section 45125.1 (Fingerprinting Requirements), and ensure no employee of Licensee entering District has been convicted of serious or violent felonies, as specified in Section 45125.1.

Section 28. <u>Board Approval</u>. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Education duly passed and adopted.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

District:

#### CENTRALIA SCHOOL DISTRICT

By:

Name: Scott R. Martin Title: Assistant Superintendent Date: 11/05/18

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NORTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT
By:
Name:
Title:
Date:

#### NORTH ORANGE CONTINUING EDUCATION

By:	
Name:	
Title:	
Date:	

Licensee:

Exhibit "A"

Description of Property, License Area, and the Building

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#### ADDENDUM 1 TO LICENSE AGREEMENT

The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the License Area. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Licensee, as Licensee, acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, and therefore, Licensee shall not assign hypothecate or mortgage the License Area or any portion thereof, by, though or pursuant to this Agreement

Licensee acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Licensee against the District, or by the District against Licensee. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

LICENSEE'S INITIALS: \_\_\_\_\_

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

TO: BOARD OF TRUSTEES

DATE: November 27, 2018

Action X Resolution Information Enclosure(s) X

SUBJECT: North Orange Continuing Education Curriculum Matters

**BACKGROUND**: The North Orange Continuing Education Curriculum Committee and the District Curriculum Coordinating Committee have approved the attached summary of curriculum additions, revisions, and deletions. All additions and revisions are within allocated budget for staff and facilities.

The Educational Master Plan has indicated that "instructional programs need to be continually reviewed as to viability and priority" and that the curriculum "needs to provide state-of-the-art training in vocational programs." The assessment process, mandated by the state, provides several reasons for the proposed curricular changes:

- 1. To meet changing employment requirements, as per the recommendations of both the faculty and advisory committees.
- 2. To expand and streamline certificate programs in keeping with state mandates.
- 3. To modernize the curriculum as per recommendations determined through the North Orange Continuing Education Curriculum Committee.
- 4. To provide specific courses to meet student needs.

All curriculum is submitted to the Provost's Office for review prior to submission to the District Curriculum Coordinating Committee. This item is being submitted by Candace Lynch, Chair of the North Orange Continuing Education Curriculum Committee.

How does this relate to the five District Strategic Directions? Instructional programs provide the necessary basic skills training, current and relevant vocational skills, successful transfer preparation, and life-long learning option to meet the needs of our students and community.

**How does this relate to Board Policy**: This item is in compliance with BP4020, Program and Curriculum Development.

FUNDING SOURCE AND FINANCIAL IMPACT: Campus general fund.

**RECOMMENDATION**: It is recommended that the Board approve the attached summary of curriculum additions and revisions for the North Orange Continuing Education, to be effective in the Winter 2019 trimester. The curricula has been signed by the Campus Curriculum Committee Chairperson and the Provost, and it has been approved by the District Curriculum Coordinating Committee.

### Approved by District Curriculum Coordinating Committee on October 12, 2018 Approved by North Orange Continuing Education Curriculum Committee on September 21, 2018

### ~~ New Course ~~

Basic SI	kills			
Crs Id	Title	Hours	Justification	Effective Term
AEBD 110	College Prep - Basic Math	50-150	In accordance with AB 705, NOCE will be offering remedial/basic college Math course through noncredit.	Winter 2019

### ~~ Courses Titles to Approved CDCP Programs ~~

Comput	ers		
Crs Id	Current Title	Revised Course Title	
MS 104	Introduction to Windows Operating Systems	Windows Operating Systems, Introduction	
MS 105	Introduction to Excel	Microsoft Excel, Introduction	
MS 106	Introduction to Access	Microsoft Access, Introduction	
MS 107	Intermediate Access	Microsoft Access, Intermediate	
MS 119	Introduction to PowerPoint	Microsoft PowerPoint, Introduction	
MS 134	Intermediate Word	Microsoft Word, Intermediate	
MS 143	Introduction to Publisher	Microsoft Publisher, Introduction	
MS 144	Introduction to Word	Microsoft Word, Introduction	
MS 160	MS Office - Overview	Microsoft Office, Overview	
MS 165	MS Excel - Power-User Skills	Microsoft Excel, Power-User Skills	
MS 610	Windows Operating Systems - Intermediate	Windows Operating Systems, Intermediate	
Crs Id	Current Title	Revised Course Title	
COMP 100	Introduction to Computers	Computers, Introduction	
COMP 350	Introduction to Visual Basic for Applications (VBA) for Excel	Microsoft Excel, Visual Basic (VBA) Applications, Introduction	
COMP 510	Keyboarding Mastery I	Computer Keyboarding, Mastery I	
COMP 511	Keyboarding Mastery II	Computer Keyboarding, Mastery II	
COMP 670	Create PDFs with Adobe Acrobat	Adobe Acrobat, Create PDFs	
COMP 685	Beginning Keyboarding	Computer Keyboarding, Beginning	
COMP 700	Adobe Photoshop Elements Tools for Intermediate Users	Adobe Photoshop Elements, Tools for Intermediate Users	

TO: BOARD OF TRUSTEES

DATE: November 27, 2018

SUBJECT: Fullerton College: Title V Developing Hispanic-Serving Institutions Program Grant - Promise Career Pathways Action X Resolution X Information Enclosure(s) X

**BACKGROUND**: In April 2017 Fullerton College submitted a proposal titled "Promise Career Pathways" for a Department of Education Title V Developing Hispanic-Serving Institutions Program Grant. We are pleased to report we were selected and awarded a total of \$2,730,077, to be distributed over the next five years.

Year 1: \$545,833 2018-2019 Year 2: \$549,061 2019-2020 Year 3: \$545,061 2020-2021 Year 4: \$545,061 2021-2022 <u>Year 5: \$545,061</u> 2022-2023 Total: \$2,730,077

Promise Career Pathways is designed to decrease the time-to-degree and increase degree completion rates for students by utilizing four components: 1) establish a robust dual enrollment and targeted pathways program for high school students; 2) strengthen institutional support for faculty professional development; 3) help students complete associates degrees; and, 4) enhance articulation agreements. This agenda item is being submitted by Vice President of Instruction Dr. José Ramón Núñez and Michelle Garcia, Director, Educational Partnerships.

**How does this relate to the five District Strategic Directions?** This project intends to support District Strategic Directions 1 through 5.

- District Strategic Direction 1: Improvement of student completion.
- District Strategic Direction 2: Progress in eliminating the achievement gap.
- District Strategic Direction 3: Improvement of student success in basic skills courses.
- District Strategic Direction 4: Implementation of best practices and planning.
- District Strategic Direction 5: Serve the needs of local communities.

**How does this relate to Board Policy**: This item is in compliance with Board Policy 3280 (1.0) The Board will be informed about all grants received by the District, and (2.0) The Chancellor shall establish procedures to assure timely application and processing of grant applications and funds, and that the grants are applied for directly support the purposes of the District.

**FUNDING SOURCE AND FINANCIAL IMPACT**: Funding source is from the U.S. Department of Education in the amount of \$2,730,077 distributed over the next five years (Year 1: \$545,833, Year 2: \$549,061, Year 3: \$545,061, Year 4: \$545,061, Year 5: \$545,061) with zero match requirement, resulting in no financial impact to District funds.

**RECOMMENDATION**: Authorization is requested to accept new revenue from the U.S. Department of Education Title V Hispanic-Serving Institutions Program Grant in the amount of \$2,730,077 distributed over the next five years (Year 1: \$545,833, Year 2: \$549,061, Year 3: \$545,061, Year 4: \$545,061, Year 5: \$545,061) to implement the Fullerton College Promise Career Pathways program. It is also requested that a resolution be adopted to accept new revenue and authorize expenditures within the General Fund, pursuant to the California Code of Regulations Title 5, Section 58308. Further authorization is requested for the Vice Chancellor, Finance and Facilities, or the District Director, Fiscal Affairs, to execute any agreements and related documents and any amendments to modify agreements on behalf of the District.

Cherry Li-Bugg

Recommended by

# Fullerton College FC Title V HSI Grant - Promise Career Pathways

# Budget October 1, 2018 - September 30, 2019

OBJECT OF EXPENDITURE	BUDGE	T ACCO	UNT NUM	BER	OPOSED <u>UDGET</u>
20000 Classified & Other Non-Academic Salaries Noninstructional Salaries, Other	16640	5225	23000	6190	\$ 410,026
30000 Employee Benefits Employee Benefits	16640	5225	30000	6190	\$ 92,807
40000 Supplies & Materials Supplies & Materials	16640	5225	40000	6190	\$ 25,000
50000 Other Operating Expenses & Services Personal & Consultant Services	16640	5225	51900	6190	\$ 10,000
50000 Other Operating Expenses & Services Travel & Conference - Employees	16640	5225	52415	6190	\$ 4,000
60000 Capital Outlay Equipment	16640	5225	64000	6190	\$ 4,000
		Total E	openses		\$ 545,833
80000 Revenue	16640	5225	81900	6190	\$ 545,833
		Total Re	evenues		\$ 545,833

### RESOLUTION OF THE BOARD OF TRUSTEES OF NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CALIFORNIA

WHEREAS, the Board of Trustees finds there is a need to establish budgets from funding sources within the General Fund, for fiscal year 2018-2019, pursuant to the California Code of Regulations Title 5, Section 58308;

NOW, THEREFORE, BE IT RESOLVED that the budgets listed below are duly and regularly approved.

### Year 1: Budget Period 10/01/2018 – 09/30/2019

INCOME ACCOUNT	INCOME SOURCE		<u>AMOUNT</u>
8199	Title V HSI Grant	\$	545,833
EXPENDITURES ACCOUNT	DESCRIPTION		
2300	Noninstructional Salaries, Other	\$	410,026
3000	Employee Benefits		92,807
4000	Supplies & Materials		25,000
5000	Other Operating Expenses & Services		14,000
6000	Capital Outlay	_	4,000
	TOTALS	\$	545,833

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA) ) SS COUNTY OF ORANGE )

I, Fred Williams, Vice Chancellor, Finance and Facilities, of the North Orange County Community College District of Orange County, California, hereby certify that the above is a true excerpt from the minutes of a regular Board meeting held on November 27, 2018, and passed by a \_\_\_\_\_\_vote of said Board.

Vice Chancellor, Finance and Facilities

The above transfer approved on the \_\_\_\_\_ day of \_\_\_\_\_.

Al Mijares, Ph.D., County Superintendent of Schools

by \_\_\_\_\_, Deputy

<u>5.b.4</u> Item No.

- TO: BOARD OF TRUSTEES
- DATE: November 27, 2018
- **SUBJECT**: Cypress College and Fullerton College Accreditation Follow-Up Reports

**BACKGROUND**: Cypress College and Fullerton College are both accredited by the Western Association of Schools and Colleges Accrediting Commission for Community and Junior Colleges (WASC/ACCJC). In October 2017, both colleges hosted visiting teams to determine whether the colleges continued to meet ACCJC's Eligibility Requirements, Commission Policies and Accreditation Standards. Upon consideration of information provided by the peer review teams, the Commission acted to Reaffirm Accreditation for 18 months and require a Follow-Up Report due no later than March 1, 2019 for both colleges. The follow-up reports are to address compliance recommendations only, not improvement recommendations.

The Follow-Up Report by Cypress College provides the College's response to the compliance recommendation received that stated "in order to meet the standards, the team recommends that the College complete a full review of its processes related to the assessment and review cycle of student learning outcomes for all instructional courses/programs to ensure that all courses, programs and directly related services are improved."

The Follow-Up Report by Fullerton College provides the College's response to the first compliance recommendation received in relation to Standards 1.B.1, II.A.2, II.A.3 that stated "In order to meet the Standard, the college must assess Institutional Student Learning Outcomes (ISLOs) and engage in sustained substantive and collegial dialog of outcomes in pursuit of continuous quality improvement of courses and programs." A second compliance recommendation was received in relation to Standards II.A.2, II.A.7 that stated, "In order to meet the Standards, the college must develop methods to ensure that faculty teaching distance education meet generally accepted academic and professional standards and expectation for distance education instruction related to (1) regular and effective contact between instructors and students and (2) professional development."

This is the first draft of the Follow-Up Reports for the Board's consideration and feedback. The final version of the reports will be presented to the Board on February 12, 2019, for approval prior to submission to the Commission.

This item was prepared by Cherry Li-Bugg, Vice Chancellor, Educational Services and Technology, on behalf of the campuses.

How does this relate to the District-wide Strategic Plan? Accreditation falls within the

Action	Х
Resolution	
Information	Х
Enclosure(s)	Х

general framework of the District Strategic Directions. It focuses on (1) Innovation and Relevancy for All Learners; (2) Intra-District & Community Collaboration; and (3) Effective & Efficient Use of Resources.

How does this relate to Board Policy? This item relates to Board Policy 3200, Accreditation.

**FUNDING SOURCE AND FINANCIAL IMPACT**: Expenses related to the publication and submittal of the self-evaluation report will come from the Accreditation budget within the general fund of the Colleges' budget.

**RECOMMENDATION**: It is recommended that the Board receive as information items the first drafts of the Cypress College Accreditation Follow-Up Report and the Fullerton College Accreditation Follow-Up Report.

TO: BOARD OF TRUSTEES

DATE: November 27, 2018

**SUBJECT**: Academic Personnel

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**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

6.a.1 Item No.

### EXTENSION OF TEMPORARY MANAGEMENT CONTRACT

Medina-Bernstein, Denise CC Interim Director, Nursing Range 26, Column C (100%) Management Salary Schedule Eff. 01/01/2019-06/30/2019

### TEMPORARY ACADEMIC HOURLY-INSTRUCTIONAL-2019 SPRING SEMESTER, TRIMESTER

Hubble, Brittany	CC	Column 1, Step 1
Johnson, Bryan	FC	Column 1, Step 1
Jun, Jessica	CC	Column 2, Step 1
Lopez, Salvador	FC	Column 1, Step 1
Ramos-Bernal, Natasha	FC	Column 1, Step 1
Skinner, Michael	FC	Column 3, Step 1
Teipe, Emily	FC	Column 3, Step 1
Thompson, Milinda	CC	Column 1, Step 1
Tyson, Adam	FC	Column 1, Step 1
Wong, Billy	CC	Column 1, Step 1

### TEMPORARY ACADEMIC HOURLY-NONINSTRUCTIONAL

Vidal, Sunshine

FC Column 2, Step 1

TO: BOARD OF TRUSTEES

DATE: November 27, 2018

**SUBJECT**: Classified Personnel

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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

6.b.1 Item No.

### RETIREMENT

Cronin, Lori	FC	Health Services Administrative Assistant 11-month position (100%) Eff. 02/02/2019 PN FCC878
NEW PERSONNEL		
Arcos-Realpe, Elizabeth	CC	Administrative Assistant II 12-month position (100%) Range 36, Step E Classified Salary Schedule Eff. 12/03/2018 PN CCC939
Del Real, Ramon	CC	Campus Safety Officer 12-month position (100%) Range 31, Step A Classified Salary Schedule Eff. 11/28/2018 PN CCC827
Domingo, Diana	CC	Administrative Assistant I 12-month position (100%) Range 33, Step A Classified Salary Schedule Eff. 12/10/2018 PN CCC842
Flores, Christopher	CC	Campus Safety Officer 12-month position (100%) Range 31, Step A Classified Salary Schedule Eff. 11/28/2018 PN CCC852
Guzman, Ines	CC	Campus Safety Officer 12-month position (100%) Range 31, Step A Classified Salary Schedule Eff. 11/28/2018 PN CCC876

### PROMOTION

Guerrero, Juan	CC	12-m	ties Custodian Coordinator II onth position (100%) CC979
		To:	CC Manager, Custodial Services 12-month position (100%) Range 6, Column C Management Salary Schedule Eff. 11/28/2018 CCM958
Sanchez, Alicia	FC	12-m	nistrative Assistant I onth position (100%) CC810
		To:	FC Administrative Assistant II 12-month position (100%) Range 36, Step D + PGD Classified Salary Schedule Eff. 11/28/2018 PN FCC709

### VOLUNTARY CHANGES IN ASSIGNMENT

Georgieva, Tanya	CC	Instructional Aide, Learning Resource Center
		Temporary Increase in Months Employed From: 10.5 months To: 12 months Eff. 11/14/2018 – 06/30/2019
Sontag, Dawn	CC	Administrative Assistant I (100%)
		Temporary Change in Assignment To: CC Administrative Assistant I 12-month position (50%) Range 33, Step E + 15% Longevity CC Administrative Assistant II 12-month position (50%) Range 36, Step E + 15% Longevity Classified Salary Schedule Eff. 11/01/2018 – 12/31/2018

Volcy, Tyesha	CC	Executive Assistant III (100%)
		Temporary Change in Assignment To: NOCE Interim LEAP Manager 12-month position (100%) Range 14, Column A Management Salary Schedule Eff. 12/03/2018 – 06/30/2019

### PROFESSIONAL GROWTH & DEVELOPMENT

White, Vincent	FC	Cadena Center Coordinator (100%) 5 <sup>th</sup> Increment (\$400) 6 <sup>th</sup> Increment (\$400) Eff. 07/01/2020
LEAVES OF ABSENCE		
Celis Serraras, Mary	FC	Facilities Custodian I (100%) Family Medical Leave (FMLA/CFRA) Paid Leave Using Regular and Supplemental Sick Leave Until Exhausted; Unpaid Thereafter Eff. 11/08/2018 – 12/19/2018 (Intermittent Leave)
Gutierrez, David	FC	Facilities Custodian I (100%) Family Medical Leave (FMLA/CFRA) Paid Leave Using Regular and Supplemental Sick Leave Until Exhausted; Unpaid Thereafter Eff. 11/08/2018 – 04/19/2019 (Intermittent Leave)
Haddad, Eileen	CC	Senior Research and Planning Analyst (100%) Family Medical Leave (FMLA/CFRA) and Parental Leave (AB 2393) Paid Leave Using Sick Leave and Bonding Leave Until Exhausted; Unpaid Thereafter Eff. 12/10/2018 – 12/21/2018 (Consecutive Leave)
Truong, Chelsea	CC	Financial Aid Technician (100%) Family Medical Leave (FMLA/CFRA) and Parental Leave (AB 2393) Paid Leave Using Sick Leave and Bonding Leave Until Exhausted; Unpaid Thereafter Eff. 12/06/2018 – 02/27/2019 (Consecutive Leave)

Wilkening, Nicholas	AC	District Manager, IT Technical Support (100%) Military Leave With Pay Eff. 11/26/2018 – 12/07/2018
<u>REHIRES</u>		

Suhrid-Cherewick AC Special Project Director, Professional Dev. Amita Temporary Management Position (100%) Range 3, Special Project Admin Daily Rate Eff. 01/01/2019 – 06/30/2019 PN DET995

TO: BOARD OF TRUSTEES

DATE: November 27, 2018

**SUBJECT**: Professional Experts

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**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

6.c.1 Item No.

## Professional Experts November 27, 2018

## PROFESSIONAL EXPERTS

Name	Site	Job Classification	Project Title	Max Permitted Hours per Week	Begin	End
Bringman, Michelle	NOCE	Project Expert	Career Pathways Specialist	26	11/26/2018	12/07/2018
Carlisle, Teresa	NOCE	Project Expert	Career Pathways Specialist	22	11/19/2018	12/07/2018
Castro, Alma	CC	Technical Expert I	Math Side Kick Directed Learning Activities for the MLC	40	12/09/2018	05/25/2019
Harge, Tracy	NOCE	Technical Expert I	Supporting Adults for Student Success	26	10/15/2018	12/14/2018
Haro, Patricia	NOCE	Project Expert	Career Pathways Specialist	26	11/19/2018	12/07/2018
Johnstone, Deborah	NOCE	Project Coordinator	SoCal Sheet Metal JATC	26	11/07/2018	11/21/2018
Landry, Erin	FC	Technical Expert II	Choreographer for Opera Rehearsals	5	11/02/2018	12/07/2018
Neel, Ginger	NOCE	Technical Expert II	Regional Strong Workforce Work-Based Learning & Job Placement	26	11/13/2018	12/21/2018
Nguyen, John	FC	Project Coordinator	Student Diversity Success Initiative	26	01/22/2019	05/31/2019
Nguyen, Kelly	CC	Technical Expert I	Math Side Kick Directed Learning Activities for the MLC	40	12/09/2018	05/25/2019
Padilla, Debra	NOCE	Project Coordinator	CACT Advanced Manufacturing Center	15	11/05/2018	11/16/2018
Powers, Miguel	NOCE	Technical Expert I	NOCE Student Success Conference	10	11/08/2018	11/09/2018
Thaker, Prerana	CC	Project Expert	Career Education Welcome Center	20	11/12/2018	12/21/2018
Thaker, Prerana	CC	Project Expert	Career Education Welcome Center	20	01/07/2019	03/01/2019

TO: BOARD OF TRUSTEES

DATE: November 27, 2018

**SUBJECT**: Hourly Personnel

Action	Х
Resolution	
Information	
Enclosure(s)	Х

**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

6.d.1 Item No.

## Hourly Personnel November 27, 2018

## Short-Term Hourly

Name	Site	Title and Description of Service	Begin	End	Grade/Step
Battiest, Marcus	FC	Direct Instr Support - Assist in ACT computer lab	02/25/19	05/25/19	TE A 1
Bock, Andrew	FC	Tech/Paraprof - Athletic Program Assistant - Men's Basketball	12/10/18	05/31/19	TEH4
Boctor, Nadine	FC	Clerical/Secretarial - Assist in Admissions and Records	01/07/19	04/05/19	TE A 1
Castillo, Eric	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	04/27/19	TE A 1
Chen, Justin	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	05/25/19	TE A 1
Chu, Matthew	FC	Tech/Paraprof - Assist ACT with various projects	12/03/18	03/02/19	TE A 2
Chu, Myron	FC	Tech/Paraprof - Assist ACT with various projects	01/14/19	04/13/19	TE A 1
Chu, Myron	FC	Tech/Paraprof - Assist ACT with various projects	06/17/19	06/30/19	TE A 1
Corrigan, Erin	FC	Clerical/Secretarial - Assist in the campus Bookstore	12/10/18	03/15/19	TE A 1
Diaz, Anthony	CC	Tech/Paraprof - Assist with Campus Communications	11/18/19	02/01/19	TE A 2
Dowdalls, Rie	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	04/27/19	TE A 1
Flores, Risa	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	05/25/19	TE A 1
Frances, Chandra Lynn	FC	Clerical/Secretarial - Assist in the campus Bookstore	11/28/18	02/28/19	TE A 1
Gajjar, Pooja	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	05/25/19	TE A 1
Gomez, Katya	FC	Clerical/Secretarial - Assist in the campus Bookstore	01/02/19	04/03/19	TE A 1
Gutierrez, Henry	FC	Clerical/Secretarial - Assist in the campus Bookstore	11/28/18	02/28/19	TE A 1
Han, Alexandria	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	05/25/19	TE A 1
Iseed, Madlain	FC	Clerical/Secretarial - Assist in the Cadena Cultural and Transfer Center	01/11/19	04/13/19	TE A 1
Le, Thomas-James	FC	Direct Instr Support - Assist in ACT computer lab	02/25/19	06/29/19	TE A 1
Le, Thomas-James	FC	Tech/Paraprof - Assist in ACT computer lab	02/25/19	06/29/19	TE A 2
Llaban, Caroline	NOCE	Direct Instr Support - Assist in DSS Adult Education Program	01/07/19	03/22/19	TE A 1
Martineck, Scott	NOCE	Direct Instr Support - Assist in DSS Adult Education Program	01/07/19	03/22/19	TE A 1
Martinez Blanco, Diana	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	04/27/19	TE A 1
Martinez, Celcila	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	05/25/19	TE A 1
Medina, Arlet-Christian	FC	Direct Instr Support - Assist in ACT computer lab	01/23/19	05/25/19	TE A 1
Medina, Arlet-Christian	FC	Tech/Paraprof - Assist in ACT computer lab	01/23/19	05/25/19	TE A 1

## Hourly Personnel November 27, 2018

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Montenegro, Juliana	CC	Clerical/Secretarial - Assist the Office of Campus Communications	02/25/19	05/24/19	TEA3
Ngo, Matthew	FC	Tech/Paraprof - Assist in ACT computer lab	03/04/19	06/01/19	TE A 2
Nguyen, Kyle	FC	Direct Instr Support - Assist in ACT computer lab	02/27/19	06/29/19	TEA1
Nguyen, Kyle	FC	Tech/Paraprof - Assist in ACT computer lab	02/27/19	06/29/19	TE A 2
Pita Vega, Diana	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	05/25/19	TE A 1
Prabowo, Anthony	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	05/25/19	TEA1
Ramirez, Angel	FC	Tech/Paraprof - Assist in ACT computer lab	01/23/19	05/25/19	TE B 1
Ramirez, Angel	FC	Direct Instr Support - Assist in ACT computer lab	01/23/19	05/25/19	TE A 1
Ramirez, Gustavo	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	05/25/19	TEA1
Rodriguez, Anthony	FC	Clerical/Secretarial - Assist in the campus Bookstore	11/28/18	02/28/19	TE A 1
Sanabria, Hector	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	04/27/19	TE A 1
Sanchez, Alejandro	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	05/25/19	TE A 1
Sanchez, Alejandro	FC	Tech/Paraprof - Assist in ACT computer lab	01/28/19	05/25/19	TE A 2
Sanghvi, Ameer	FC	Direct Instr Support - Assist in ACT computer lab	02/25/19	05/25/19	TE A 1
Sanghvi, Ameer	FC	Tech/Paraprof - Assist in ACT computer lab	02/25/19	05/25/19	TE B 2
Santos, Ruzanne	FC	Clerical/Secretarial - Assist in Academic Computing Technologies	02/25/19	05/25/19	TE B 2
Tan, Johan Aldric	FC	Tech/Paraprof - Assist ACT with various projects	12/31/18	03/30/19	TE A 2
Tan, Johan Aldric	FC	Tech/Paraprof - Assist ACT with various projects	06/03/19	06/30/19	TE A 2
Wang, Yufangjue	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	05/25/19	TE A 1
Willams, Jace	NOCE	Direct Instr Support - Assist in DSS Adult Education Program	01/07/19	03/22/19	TE A 1
Wishart, Gregory	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	04/27/19	TE A 1
Wishart, Gregory	FC	Tech/Paraprof - Assist ACT with various projects	01/28/19	04/27/19	TE B 1
Zhao, Chen	FC	Direct Instr Support - Assist in ACT computer lab	01/28/19	05/25/19	TE A 1

## Tutors, Interpreters, and Readers

Name	Site	Title and Description of Service	Begin	End	Grade/Step
Beltran, Irving	СС	Direct Instr Support - Tutor in the English Success Center	01/28/19	06/30/19	TE B 1
Gallardo, Jessica	CC	Direct Instr Support - Tutor in the English Success Center	01/28/19	06/30/19	TE B 1

Hourly Personnel November 27, 2018

## Full Time Students and Work Study

Name	Site	Title and Description of Service	Begin	End	Grade/Step
Adam, Maha	FC	Work Study Student - Clerical assistance for the Academic Support Center	11/28/18	06/30/19	TE A 2
Barragan, Alma	FC	Full-time Student - Clerical assistance for the campus Bookstore	12/12/18	06/30/19	TE A 1
Brown, Diederich	FC	Work Study Student - Clerical assistance for the Physical Education Dept	11/28/18	06/30/19	TE A 1
Huang, Yichen	FC	Full-time Student - Tutor student on campus in the Math Lab	11/28/18	06/30/19	TE A 2
Martinez Rodriguez, J.	FC	Full-time Student - Tutor for the FC Miles Program	01/22/19	06/30/19	TE A 1

TO: BOARD OF TRUSTEES

DATE: November 27, 2018

**SUBJECT**: 2019-2020 Academic Calendar

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**BACKGROUND**: Each year the District and United Faculty negotiate the academic calendar. The attached calendar for the 2019-2020 academic year is a result of these negotiations. For the purpose of providing information, the calendar also designates the holiday schedule for classified employees as provided in the CSEA contract.

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

**How does this relate to Board Policy**: This item is in compliance with Board Policy and Administrative Procedure 4010, Academic Calendar.

FUNDING SOURCE AND FINANCIAL IMPACT: Not applicable.

**RECOMMENDATION**: It is recommended that the attached 2019-2020 Academic Calendar for credit and noncredit be approved as submitted.

Irma Ramos

### 2019-2020 ACADEMIC CALENDAR FOR CREDIT AND CONTINUING EDUCATION (NON-CREDIT) INSTRUCTORS (With pilot short-term Winter session)

### <u>CREDIT</u>

#### **NON-CREDIT**

#### **CLASSIFIED**

July	4, 2019	Independence Day Holiday	Independence Day Holiday	Independence Day Holiday
August	22	Mandatory Flex Day		
August	23	Non-Student Duty Day		
August	26	Fall Semester Begins		
September	2	Labor Day Holiday	Labor Day Holiday	Labor Day Holiday
September	5		Optional Flex Day	
September	6		Mandatory Flex Day	
September	9		Fall Trimester Begins	
November	11	Veterans' Day Holiday	Veterans' Day Holiday	Veterans' Day Holiday
November	25-29		Fall Recess	
November	28-29	Thanksgiving Holidays <sup>1</sup>	Thanksgiving Holidays <sup>1</sup>	Thanksgiving Holidays
December	6	5 5 7	Fall Trimester Ends	0 0 9
December	14	Fall Semester Ends		
December 24 - January	1, 2020	Winter Holidays	Winter Holidays	Winter Holidays
January	2	Pilot Winter session Begins	Optional Flex Day	·
January	3		Mandatory Flex Day	
January	6		Winter Trimester Begins	
January	18	Pilot Winter session Ends		
January	20	Martin L. King Holiday	Martin L. King Holiday	Martin L. King Holiday
January	23	Mandatory Flex Day		
January	24	Non-Student Duty Day		
January	27	Spring Semester Begins		
February	14	Lincoln's Birthday Holiday	Lincoln's Birthday Holiday	Lincoln's Birthday Holiday
February	17	Presidents' Day Holiday	Presidents' Day Holiday	Presidents' Day Holiday
March	27		Winter Trimester Ends	
March	30		Spring Trimester Begins	
April	6-10	Spring Recess <sup>2</sup>	Spring Recess <sup>2</sup>	
April	9			Cesar Chavez Holiday (Observed)
April	10			Spring Holiday
May	23	Spring Semester Ends		
May	25	Memorial Day Holiday	Memorial Day Holiday	Memorial Day Holiday
June	26		Spring Trimester Ends	
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<sup>1</sup> Includes Saturday and Sunday, November 30 and December 1, which are non-instructional days
<sup>2</sup> Includes Saturday and Sunday, April 11 and 12, which are non-instructional days

DATE: November 27, 2018

Action	Х
Resolution	
Information	
Enclosure(s)	X

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**SUBJECT**: 2019-20 District Legislative Priorities

**BACKGROUND**: Each school year, the North Orange County Community College District crafts state and federal legislative priorities in order to direct advocacy efforts for the District and campuses. With the help of our legislative advocacy firm, Nossaman LLP, members of Chancellor's Staff meet in August and September each year to discuss emerging legislative issues that affect our students, staff and community.

Identified legislative priorities address critical needs in the areas of workforce, college readiness, transfer and articulation, financial aid, student success and basic needs, inclusion of noncredit students in appropriate initiatives, as well as general considerations that affect higher education appropriations. The goal is to maximize opportunities for student success, and position NOCCCD to better serve the existing and future workforce needs of the community it serves.

For the 2019-20 year, Chancellor's Staff has identified the following state and federal legislative priorities:

### **State Legislative Priorities**

- Ensure the Student Centered Funding Formula is implemented in a way that fully captures the robust mission of the California Community College system
- Advocate changing the Faculty Obligation Number (FON) formula to ensure equalization and equity across the state
- Ensure categorical metrics are clear and offer colleges accountability measures
- Support policy to help students access basic needs
- Advocate for thoughtful and intentional inclusion of noncredit students in all California Community College statewide initiatives and ongoing support for the Adult Education Program (AEP)
- Support resources and legislative efforts to further the Guided Pathways Program

### **Federal Legislative Priorities**

- Engage in the reauthorization of the Higher Education Act
- Support funding for federal student financial aid
- Support Deferred Action for Childhood Arrivals (DACA) and the Dream Act
- Support funding for the Workforce Innovation and Opportunity Act and Carl D. Perkins Career and Technical Education Act
- Protect Students' Civil Rights

These priorities are not meant to be all-inclusive, and NOCCCD retains the right to advocate on behalf of or in opposition to other areas of legislation or specific bills as they arise through the legislative session. If the Board of Trustees wishes to take a unified

7.a.1

position on specific bills during the session, a separate agenda item will be crafted and subsequently voted on as a resolution.

This agenda item was written by Kai Stearns Moore, District Director, Public & Governmental Affairs.

**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: BP 1001 District Mission, Vision, & Values Statements; *The mission of the North Orange County Community College District is to serve and enrich our diverse communities by providing a comprehensive program of educational opportunities that are accessible, relevant, and academically excellent. We are unequivocally committed to student success and lifelong learning.* BP 2430 Delegation of Authority to Chancellor; *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.* BP 2716 Political Activity; *Initiative or referendum measures may be drafted on an area of legitimate interest to the District. The Board may by resolution express the Board's position on ballot measures.* 

FUNDING SOURCE AND FINANCIAL IMPACT: Not applicable.

**RECOMMENDATION**: It is recommended that the Board approve the recommended state and federal legislative priorities for 2019-20, and to empower the Chancellor of the North Orange County Community College District to advocate for the interests of the students, staff, and faculty of the District on behalf of the Board.

# North Orange County Community College District

## 2019-20 State Legislative Priorities

The North Orange County Community College District has identified six critically important state legislative priorities to focus advocacy efforts on for 2019-20. Each priority has been carefully chosen to focus on results that will favor the District's student population, staff, faculty, and long-term sustainability.

# 1. Ensure the Student Centered Funding Formula is implemented in a way that fully captures the robust mission of the California Community College system.

In 2018, the Legislature and Governor Brown enacted a new Student Centered Funding Formula for the California Community College system focused on enrollment, equity and success. The District will participate in any advocacy efforts necessary to ensure the formula is implemented successfully and that it truly supports the success of students, especially those students who are disadvantaged, as well as the robust and inclusive mission of California Community Colleges.

### Legislative Goals:

- Participate in statewide discussions and support prospective changes to the Student Centered Funding Formula that respond to potential adverse consequences, especially after the hold harmless period.
- Advocate for further inclusive equity metrics that accurately reflect vulnerable student populations, for example broadening the definition of WIOA to include noncredit students.
- Advocate for the inclusion of Career Development and College Preparation (CDCP) courses in the Student Centered Funding Formula.
- Advocate for CDCP Managed Enrollment classes to be funded by census date, as credit does.

# 2. Advocate changing the Faculty Obligation Number (FON) forumula to ensure equalization and equity across the State.

The FON was established in 1988 using the baseline number for each community college district's faculty numbers that year, and current law requires districts to increase the number of full-time faculty over the prior year in proportion to the amount of growth in funded credit Full Time Equivalent Students (FTES). The FON is out-of-date and does not support the Chancellor's Vision for Success or reflect the principles of the new Student Centered Funding Formula. The existing FON formula creates large inequities across the state, and the District is interested in actively exploring ways of improving the revenue-to-faculty ratio.

### Legislative Goals:

- Work in a coalition of stakeholders to create a new formula that equalizes districts across the state and aligns with the new Student Centered Funding Formula.
- Design a proposal that would include noncredit instructors in the FON, similar to how counselors are counted.

# 3. Ensure categorical consolidation metrics are clear and offer colleges accountability measures.

The 2018-19 State Budget consolidated the Student Success and Support Program (SSSP), Basic Skills Initiative (BSI), and Student Equity (SE) into the new Student Equity and Achievment Program. The District believes having clear metrics in place that hold colleges accountable is key to successful categorical consoldiation. The District supports ensuring student populations still have the same level of and access to funding in a new, streamlined approach.

### Legislative Goals:

- Support a Cost of Living Adjusment for the new SSSP.
- Support condolidation that allows local flexibility while also ensuring accountability measures are in place.
- Advocate to define noncredit eligibility in all proposed consolidation efforts.

### 4. Support policy to help students address basic needs.

The District believes student success is largely driven by students' access to basic needs, such as food, housing, transportation, childcare, and supplies needed to complete course work. The District also understands the strong connection between access to basic needs support and mental health. For these reasons, the District supports any efforts related to increasing a students' ability to access basic needs and mental health services.

### Legislative Goals:

- Support legislative efforts to address the issues identified by the statewide Affordability, Hunger and Housing Access Task Force.
- Support legislation that addresses students' basic needs.
- Support legislation that addresses mental health services for students.
- Support legislation that addresses students' access to basic needs by encourging local partnerships between community based organizations, local governments, and community college campuses.

### 5. Advocate for thoughtful and intentional inclusion of noncredit students in all California Community College statewide initiatives and ongoing support for the Adult Education Program (AEP).

NOCCCD has one of the largest noncredit centers in California. North Orange Continuing Education (NOCE) serves over 30,000 students a year through such programs as high school diploma, English as a second language, parenting, and career certification classes. However there have been several recent examples of statewide community college initiatives implemented that have not adequately considered the special administration challenges inherent to noncredit education, even when that inclusion would have been a valuable addition to the initiative. The District will continue to advocate for equitable legislative and regulatory consideration for noncredit, including how AEP funding is disbursed, to ensure the community is being served to the fullest extent possible.

### Legislative Goals:

• Advocate for specific delineation of noncredit allocations in the release of all statewide initiatives and grants.

- Proactively advocate regarding proposed changes to the AEP structure.
- Support regulatory changes that support and enhance noncredit and adult education resources, programs, and delivery models.

### 6. Support resources and legislative efforts to further the Guided Pathways Framework.

The District supported the Chancellor's Office goals of creating the Guided Pathways Framework, and believes Guided Pathways are essential to the core mission of the California Community College system. The District will continue to advocate for funding for key components of Guided Pathways, such as dual enrollment courses, expanded Promise Programs, and noncredit partnerships.

### Legislative Goals:

- Support legislation that continues dual enrollement access by removing the current sunset on the program.
- Support legislation that continues and expands community college bacalaureate degree programs.
- Provide the Legislature and Administration examples of our District's success implementing the Guided Pathways Framework.
- Advocate for inclusion of noncredit as part of the Guided Pathway Framework.

# North Orange County Community College District

## 2019-2020 Federal Legislative Priorities

The North Orange County Community College District has identified five critically important federal legislative priorities to focus advocacy efforts on for 2019-2020. Each priority has been carefully chosen to focus on results that will favor the District's student population, faculty, staff and long-term sustainability.

### 1. Engage in the reauthorization of the Higher Education Act.

Reauthorization of the Higher Education Act (HEA) is important to the District as it governs federal financial aid programs. The HEA has been expired since 2013 and extended by Congress while debates over the reauthorization take place. Anticipated changes will likely include policy focused on accreditation, regulation reform, risk-sharing, student loans, and additional transparency. It is important during reauthorization of the HEA that any changes to law reflect the diverse student population and interests of our students.

### Legislative Goals:

- Ensure that the reauthorization of the HEA supports community colleges and the specific needs of the "nontraditional" student population.
- Ensure all requirements and mandates in any risk sharing legislation align with community college's ability to comply and not adversely affect the student population.
- Ensure all requirements and mandates included in changes to Title IX enhance student safety and align with community colleges ability to comply and support the community college student population.

### 2. Support funding for Federal student financial aid.

Federal financial aid consists of student loans and need-based financial aid, such as the Pell Grant, Supplemental Educational Opportunity Grants (SEOG), and Federal Work-Study. Additional funding is available for institutional programs to support students needing assistance. These programs include the Strengthening Institutions program, Hispanic Serving Institutions, Tribally Controlled Colleges, TRIO, GEAR UP, Predominantly Black Institutions, Historically Black Colleges and Universities, and others.

### Legislative Goals:

- Support the American Association of Community College's (AACC) efforts to prioritize funding for Pell Grants and other need-based financial aid.
- Support policy that allows funding to provide for two years of free community college tuition for students.
- Support increased funding for higher education student aid and institutional aid programs.

### 3. Support Deferred Action for Childhood Arrivals (DACA) and The Dream Act.

NOCCCD is committed to serving all students who can benefit from a post-secondary education, without regard to race, ethnicity, religion, national origin, immigration status, age, gender, language, socio-economic status, gender identity or expression, medical condition or

disability. California's diversity is a great source of innovation and industry, making California one of the largest economies in the world and an economic engine for the United States.

With over 220,000 young people in California that have received DACA status since 2012 and approximately 60,000 of those young people enrolled at community colleges, NOCCCD supports the continuation of the Deferred Action for Childhood Arrivals program. California and the United States are both stronger due to the contributions made by "Dreamers" to our economy and to our communities.

### Legislative Goals:

- Preserve the DACA program.
- Support legislation that establishes a path to citizenship for undocumented students who are long-time U.S. residents.
- Make Dreamers eligible for federal student financial assistance.

### 4. Support funding for the Workforce Innovation and Opportunity Act and Carl D. Perkins Career and Technical Education Act

Two critical sources of funding for NOCCCD include the Workforce Innovation and Opportunity Act (WIOA) and the Carl D. Perkins Career and Technical Education Act (CTE). North Orange Continuing Education (NOCE) serves more than 30,000 students in the District per year and is the primary provider of adult education, or noncredit, programs in the region.

The WIOA Title II funding provides English language and literacy skills acquisition programs to the most vulnerable populations, including immigrants seeking citizenship and low-income adults. Perkins is a principal source of federal funding to states and discretionary grantees for the improvement of secondary and postsecondary career and technical education programs. This funding is necessary to sustain career and technical education programs offered to NOCCCD students.

### Legislative Goals:

- Advocate for increased funding for WIOA Title II grants in the Fiscal Year 2020 Labor, Health and Human Services, and Education Appropriations bill.
- Advocate for increased funding for CTE state grants in the FY 2020 Labor, Health and Human Services, and Education Appropriations bill.

### 5. Protect Students' Civil Rights

The students of NOCCCD deserve a federal government that protects them and guarantees the safety of our campus learning environments without compromising fundamental civil rights, human rights, and civil liberties. All individuals should be treated with respect regardless of race, ethnicity, religion, national origin, immigration status, age, gender, language, socio-economic status, gender identity or expression, medical condition or disability. NOCCCD will support legislation and funding priorities that advance each individual's right to live free of discrimination and to be successful in an inclusive educational environment.

### Legislative Goals:

• Support legislation that fully protects the rights of all people as a statement of United States principles.

• Support H.R. 2282 the bipartisan Equality Act that would provide consistent and explicit non-discrimination protections for LGBTQ people across key areas of life, including employment, housing, credit, education, public spaces and services, federally funded programs, and jury service.

<b>BOARD OF TRUSTEES</b>

DATE: November 27, 2018

SUBJECT:	Organizational Meeting and
	2019 Board Calendar

**BACKGROUND**: The yearly Organizational Meeting of the Board must be held between December 7 and December 21, 2018. The County Superintendent of Schools must be informed of the date and time immediately after the meeting date has been established.

The Board is asked to establish Tuesday, December 11, 2018, as the date of its Organizational Meeting. At the Organizational Meeting, the Board must establish its meeting calendar for 2019. The second and fourth Tuesdays of each month in 2019 have been listed as the tentative dates for the meetings. At its November 13, 2018, meeting, the Board directed that the first meeting in the months of January and July be canceled, and the first meeting in August and December be listed as tentative. A probable calendar is now presented so the Board may review all dates. Where known, the dates of national or state conventions or conferences have been listed so that the Board can determine possible scheduling conflicts.

**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 2305, Annual Organizational Meeting.

FUNDING SOURCE AND FINANCIAL IMPACT: Not applicable.

**RECOMMENDATION**: It is recommended that the Board establish Tuesday, December 11, 2018 as the date of its Organizational Meeting and to so inform the County Superintendent. It is further recommended that the Board amend, if necessary, the suggested 2019 meeting calendar.

Action	Х
Resolution	
Information	
Enclosure(s)	Х



### North Orange County Community College District 2019 Board Meeting Calendar

Board Room at the Anaheim Campus 1830 W. Romneya Drive, Anaheim, CA 92801

January 2019		
First Regular Meeting in January	Second Tuesday, January 8, 2019	
Second Only Regular Meeting in January	Fourth Tuesday, January 22, 2019	
	<i>CCLC Effective Trustee Workshop</i> Sacramento, January 25-27, 2019	
	CCLC Annual Legislative Conference Sacramento, January 27-28, 2019	
Februa	ry 2019	
	ACCT National Legislative Summit Washington, DC, February 10-13, 2019	
First Regular Meeting in February	Second Tuesday, February 12, 2019	
	ACCCA Annual Conference Rancho Mirage, February 20-22, 2019	
Second Regular Meeting in February	Fourth Tuesday, February 26, 2019	
March	ו 2019	
First Regular Meeting in March	Second Tuesday, March 12, 2019	
Second Regular Meeting in March	Fourth Tuesday, March 26, 2019	
April	2019	
First Regular Meeting in April	Second Tuesday, April 9, 2019	
	<i>NOCCCD Spring Recess</i> April 15-17, 2019	
Second Regular Meeting in April	Fourth Tuesday, April 23, 2019	
Мау	2019	
	CCCT Annual Trustees Conference Squaw Creek, May 3-5, 2019	
First Regular Meeting in May	Second Tuesday, May 14, 2019	
Second Regular Meeting in May	Fourth Tuesday, May 28, 2019	

June	2019		
First Regular Meeting in June	Second Tuesday, June 11, 2019		
Second Regular Meeting in June	Fourth Tuesday, June 25, 2019		
July	2019		
First Regular Meeting in July	Second Tuesday, July 9, 2019		
Second Only Regular Meeting in July	Fourth Tuesday, July 23, 2019		
Augus	st 2019		
First Regular Meeting in August	Second Tuesday, August 13, 2019 *Tentative Meeting – Only if deemed necessary		
Second Regular Meeting in August	Fourth Tuesday, August 27, 2019		
Septem	ber 2019		
First Regular Meeting in September	Second Tuesday, September 10, 2019		
Second Regular Meeting in September	Fourth Tuesday, September 24, 2019		
Octob	er 2019		
First Regular Meeting in October	Second Tuesday, October 8, 2019		
	ACCT Leadership Congress San Francisco, October 16-19, 2019		
Second Regular Meeting in October	Fourth Tuesday, October 22, 2019		
November 2019			
First Regular Meeting in November	Second Tuesday, November 12, 2019		
	<i>CCLC Annual Convention</i> Riverside, November 21-23, 2019		
Second Regular Meeting in November	Fourth Tuesday, November 26, 2019		
December 2019			
Only Regular Meeting in December	Second Tuesday, December 10, 2019		

Action Resolution

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Information

Enclosure(s)

TO: BOARD OF TRUSTEES

DATE: November 27, 2018

**SUBJECT**: Future Board Agenda Items

**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