

Additional Information
November 28, 2023 Board Meeting

The following additional information was provided regarding the November 28 Board meeting agenda:

Item 3.a, Consulting Agreement with McKnight & Associates:

1. What work has McKnight Associates, Inc. done with community colleges? **McKnight Associates have provided similar work for South Orange CCD, Coast CCD, and Contra Costa CCD in addition to their work with numerous higher education institutions.**

Item 3.d, Institutional Membership for the American Culinary Federation:

1. Does this membership include internship and employment opportunities? **Yes, the program membership would allow Hotel, Restaurant, and Culinary Arts (HRC) students to access the American Culinary Federation (ACF) Career Center, which connects students with industry employment opportunities and internships both locally and nationally. Additional career support is provided by the ACF to culinary and hospitality students through assistance with reference checking, resume writing and job coaching. Program membership in the ACF also allows students to participate in the ACFEF apprenticeship program, which is a combination of on-the-job training and related classroom instruction. The ACFEF apprenticeship program provides chefs, trainers, and instructors with industry-relevant knowledge and skill competencies across all kitchen stations and ensures apprentices have the education, skills, and job experience to have better job opportunities with higher wages. Upon successful completion of the program, apprentices are eligible to earn ACF certification.**

Item 3.f, Temporary Facilities Use Agreement with AUHSD: Attached is the agreement related to this item.

Item 4.d, Fullerton College Asian Pacific Islander Desi American (APIDA) Amplified Grant Award:

1. Will the APIDA award be disaggregated for various groups such as Chinese, Thai, Phillipian, Indian? **Yes. Fullerton College has disaggregated data for Asian, Pacific Islander, Desi American to drill down to various groups such as: Chinese, Indian, Japanese, Korean, Filipino, Samoan, and Vietnamese. The award will be utilized to create programs and services for our APIDA Students to include an APIDA Center, staffing, programming, and resources.**

Item 6.b, Revised Board Policies & Administrative Procedures: Please note that this is an information item. While it was accidentally marked as an action item, the recommendation to review and discuss the policies is correct and no action will be taken during the meeting.

1. In the past, we've been told that NOCE (and SCE previously) could not provide a student member (perhaps because Ed. Code 72023.5(a)(2) requires that student members "be enrolled in a community college of the district"). So is the change in BP 2015 section 1.0 that authorizes a student member from NOCE meant as enabling legislation for a future time that the Ed. Code will allow that, or has something changed so it would be allowed now? **The proposed change in BP 2015 is not meant for any future changes in the Ed. Code. After consulting with legal counsel in October 2023, it was determined, by legal counsel, that the governing board may create other opportunities for the involvement of non-voting student trustees from education centers, as long as they do not conflict with the law or the purposes of the District. Legal counsel cited Ed. Code Sections 70902 and 72023.5 as the main sources of authority for this decision. NOCE is classified as an education center.**

AGREEMENT

This AGREEMENT, dated for reference only, this 13th day of December, 2023, is made and entered into by and between:

ANAHIEM UNION HIGH SCHOOL DISTRICT, a public school district, hereinafter referred to as “DISTRICT.”

and

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a community college district in Orange County, California, hereinafter referred to as “NOCCCD.”

WITNESSETH

WHEREAS, DISTRICT owns real property at the following location in the City of Anaheim:

District Office, 501 N Crescent Way, Anaheim, CA 92801

WHEREAS, the DISTRICT agrees to waive facility use charges identified in DISTRICT’S Board Policy 9701.01 Community Use of School Facilities (Board Policy 9701.01) for use of the DISTRICT’S boardroom and meeting room.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS BELOW, THE PARTIES AGREE AS FOLLOWS:

1. USE OF FACILITIES

- A. DISTRICT shall waive all charges for NOCCCD’s use of the above referenced site subject to all other terms and conditions in Board Policy 9701.01.
- B. The general dates and times of NOCCCD’s access to the DISTRICT’S boardroom and meeting room include:

Time Period	Weekdays	Weekends
January through June	4:30 pm – 11:00 pm	N/A

C. NOCCCD agrees to pay for custodial services at a rate of \$58.63 per hour, and Orange County Public Safety at a rate of \$40 per hour.

D. Additional costs that are mutually agreed upon will be invoiced to NOCCCD.

E. See Exhibit A for specific dates.

2. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date, and shall continue through June 30, 2024, or completion of the construction at NOCCCD, unless terminated earlier by either party pursuant to Section 9 below.

3. INDEPENDENT CONTRACTOR

At all times relevant, and pursuant to the terms and conditions of this Agreement, NOCCCD is and shall be construed to be an independent contractor and not an agent, servant, or employee of DISTRICT. No joint venture or shared enterprise is created by this Agreement. NOCCCD agrees to comply with all applicable statutes and ordinances.

4. INDEMNIFICATION

Each party hereto agrees to indemnify, defend and hold harmless the other party, its officers, agents, employees, and representatives from and against all claims, demands and actions in connection with negligent or willful misconduct of the indemnifying party, its officers, agents, employees and representatives in the performance of the Agreement.

5. INSURANCE

NOCCCD shall secure and maintain in force during the term of this Agreement, at its cost and expense, commercial general liability insurance coverage, which includes property damage insurance of not less the ONE HUNDRED THOSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the

business of insurance in the State of California or public entity risk management joint powers authority, authorized to provide public liability and property damage in the state of California. NOCCCD shall also maintain business automobile liability insurance, if applicable, and workers' compensation coverage for its employees as required by the State of California law. Said policy of insurance, shall expressly name each other party, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including a separate endorsement shall be furnished within 30 calendar days of full execution of this Agreement.

6. ENTIRE AGREEMENT

A. This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations of written agreements which may have been entered into between the parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties.

B. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions, and to this extent, the provisions of this Agreement are deemed severable. The parties agree, if reasonably practicable, to mutually draft provision(s) which are equivalent from a substantive point of view to replace any provision which is determined to be invalid.

7. ASSIGNMENT

Neither DISTRICT nor NOCCCD may assign or transfer this Agreement or any part thereof, without the written consent of the other party.

8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, with venue

to be Orange County, California.

9. TERMINATION

Either DISTRICT or NOCCCD may terminate this Agreement, without cause or penalty, upon giving the other party sixty (60) days prior written notice.

10. NOTICES

Notices and communication concerning this Agreement shall be sent to the following addresses:

DISTRICT

Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801
ATTN: Assistant Superintendent, Business

NOCCCD

1830 W Romneya Dr.
Anaheim, Ca 92801
ATN: Vice Chancellor, Finance and Facilities

Either party may, by notice to the other party, change the address specified above.

Service of notice or communication shall be complete, if personally served, when received at the designated address, or five (5) days after deposit of said notice or communication in the U.S. mail.

11. AUTHORITY AND EFFECTIVE DATES

A. NOCCCD and its signatory represent that same is authorized to execute this Agreement on behalf of NOCCCD and to bind NOCCCD hereto.

B. DISTRICT and its signatory represent that same is authorized to execute this Agreement on behalf of DISTRICT and to bind DISTRICT hereto.

C. The effective date of this Agreement shall be the latest date of executions

set forth opposite the names of the signatories hereto.

(Remainder of page intentionally left blank; signatures on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

DATE: ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Nancy Nien, Assistant Superintendent, Business

DATE: NORTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

By: _____

Title: Vice Chancellor, Finance and Facilities

Printed Name: Fred Williams

2024 Tentative Board Meeting Calendar

Only Regular Meeting in January	Fourth Tuesday, January 23, 2024
First Regular Meeting in February	Second Tuesday, February 13, 2024
Second Regular Meeting in February	Fourth Tuesday, February 27, 2024
First Regular Meeting in March	Second Tuesday, March 12, 2024
Second Regular Meeting in March	Fourth Tuesday, March 26, 2024
First Regular Meeting in April	Second Tuesday, April 9, 2024
Second Regular Meeting in April	Fourth Tuesday, April 23, 2024
First Regular Meeting in May	Second Tuesday, May 14, 2024
Second Regular Meeting in May	Fourth Tuesday, May 28, 2024
First Regular Meeting in June	Second Tuesday, June 11, 2024
Second Regular Meeting in June	Fourth Tuesday, June 25, 2024
Only Regular Meeting in July	Fourth Tuesday, July 23, 2024
Only Regular Meeting in August	Fourth Tuesday, August 27, 2024
First Regular Meeting in September	Second Tuesday, September 10, 2024
Second Regular Meeting in September	Fourth Tuesday, September 24, 2024
First Regular Meeting in October	Second Tuesday, October 8, 2024
Second Regular Meeting in October	Fourth Tuesday, October 22, 2024
First Regular Meeting in November	Second Tuesday, November 12, 2024
Second Regular Meeting in November	Fourth Tuesday, November 26, 2024
Only Regular Meeting in December	Second Tuesday, December 10, 2024