NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD AGENDA ITEM
PREPARATION HANDBOOK

Revised Summer 2007
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BOARD AGENDA ITEM PREPARATION HANDBOOK

This Board Agenda Item Preparation Handbook will assist you in properly completing an agenda item for consideration by the Board of Trustees. Agenda items are informational, as well as legal documents. At its meeting of February 27, 2007, the Board of Trustees adopted a revised format for agenda items to be considered by the Board, effective July 1, 2007.

In sections IV, Grants/Special Funding Projects Items (beginning on page 21), and section V, The Board Agenda Item Form (beginning on page 31), you will find examples of typical agenda items with the new requirements incorporated.

I. TIMELINES

Board Meetings: The Board of Trustees meets on the second and fourth Tuesdays of the month. The meeting on the second Tuesday of the month has a business meeting format in which all agenda items are considered. The meeting on the fourth Tuesday of the month has more of an information/presentation format and only those agenda items that are of a time-sensitive nature are considered. Such time-sensitive items require approval by the College Presidents, Provost, or Vice Chancellors before being submitted to the Chancellor’s Office. Please keep this in mind when planning your activities/events that require approval by the Board of Trustees.

District Administrative Council Meetings and Chancellor’s Staff Meetings: The District Administrative Council (DAC) meets one week prior to a second-Tuesday-of-the-month Board meeting to review the draft Board meeting agenda. Members of Chancellor’s Staff (those individuals who report directly to the Chancellor) meet one week prior to a fourth-Tuesday-of-the-month Board meeting to review the draft meeting agenda.

Agenda Item Due Dates: Please check with your respective Vice Chancellor, College President, or Provost office for agenda item due dates. In addition, for agenda items dealing with grants/special projects, please check with the District Manager of Instructional Resources, Funds/Business, for specific agenda item due dates. Adherence to the due dates will avoid delays in submitting agenda items for approval by the Board of Trustees. Please do not wait until the actual due date to submit agenda items; they should be submitted as soon as a scheduled activity is known, and in accordance with campus procedures.

It is critical that agenda items NOT BE SUBMITTED for retroactive approval. Such approvals subject the District to increased liability and generate a great deal of concern among trustees.
II. ITEMS NOT REQUIRING BOARD APPROVAL

Administrative Procedure 4300 (Field Trips): With the adoption of Administrative Procedure 4300, Field Trips and Excursions, out-of-state field trips no longer require approval by the Board of Trustees. However, the appropriate forms must be signed and kept on file at the campus. The required forms include 1) Check List for Out-of-State/Country Field Trips/Event; 2) Field Trip Authorization; 3) Student and Other Participant in Voluntary Field Trip Release of Liability, Assumption of Risk, and Medical Treatment Authorization; or 4) Student and Other Participant in Voluntary Educational Field Trip/Study Abroad Program Release of Liability, Assumption of Risk, and Medical Treatment Authorization. These forms are to be maintained by the campuses for at least two (2) years after the completion of the field trip/excursion. The District’s Risk Manager is to be notified prior to the destruction of any of the above forms. Please check with your respective College President or Provost’s office for specific campus procedures to be adhered to.

Note: Out-of-country field trips still require approval by the Board of Trustees. Please refer to page 38 in this handbook for the procedures to be adhered to.

Administrative Procedure 6100 (Institutional Memberships and Food Purchases): Administrative Procedure 6100, Delegation of Authority, authorizes the Chancellor, Vice Chancellors, College Presidents, and Provost to approve the following expenditures that do not require prior Board approval:

1. Institutional Memberships: Membership fees of $1,000 or less.
2. Food purchases for meetings, events, or other educational activities: Food purchases that do not exceed $5,000 per event, as long as it is an ongoing event and does not increase more than $1,000 from the previous year. On new activities the amount that can be authorized is $1,000 per event.

Administrative Procedure 6150 (Independent Contractor Agreements, Short-Term Facility Use Agreements, Capital Expenditures, Services, Work to be Done, Miscellaneous Agreements, Licensing, and Contracts): Administrative Procedure 6150, Designation of Authorized Signatures, identifies the following expenditures that do not require prior Board approval:

1. Independent Contractor Agreements and Short-Term Facility Use Agreements: Independent Contractor Agreements for athletic officials, performers, speakers, etc. (excluding grant agreements, architects, engineers, and auditors), using the District's standard agreement and not exceeding $5,000 may be executed on behalf of the Board by the Chancellor, Vice Chancellors, College Presidents, Provost, Directors of Budget and Finance, the Director of Fiscal Affairs, or the Manager, Administrative Services, in accordance with the independent contractor guidelines.
The District has medium/high-risk and low-risk Independent Contractor Agreement forms. The low-risk form should be used for one-time service operations (e.g., piano tuner) or professional services (e.g., consulting). The medium/high risk form should be used for long-term agreements or contracts specific to physical work (e.g., building projects).

Note: Careful review of the signed contractor agreement is required as any change to the District’s standard contractor agreement may require review by District’s legal counsel and may delay the processing of the agreement.

For campus procedures to be adhered to regarding Independent Contractor Agreements and Short-Term Facility Use Agreements, please check with your respective College President or Provost office.

2. Capital Expenditures: Capital expenditures less than $30,000 may be authorized by the Chancellor, Vice Chancellor, Finance and Facilities, and the Director, Purchasing. Please check with the District Purchasing Office for specific procedures to be adhered to.

3. Services, Work to be Done, Miscellaneous Agreements, Licensing and Contracts: Services, work to be done, miscellaneous agreements, licensing and contracts costing less than $25,000, may be authorized by the Chancellor, Vice Chancellor, Finance and Facilities, and the Director, Purchasing. Please check with the District Purchasing Office for specific procedures to be adhered to.

Board Policy 6350, Hospitality: Board Policy 6350, Hospitality, provides guidelines for Hospitality fund expenditures and states that each year the Chancellor will submit a Hospitality Budget to the Board of Trustees for approval. Once the Hospitality Budget is approved, items purchased with these funds do not need further approval by the Board of Trustees. The Chancellor, Vice Chancellors, College Presidents, Provost, and Executive Vice Presidents may authorize Hospitality disbursements. Examples of the expenditures that can be charged to Hospitality funds include: functions for volunteers, retirees, College Week or Senior Day activities, Board-appointed committee meetings, meetings sponsored by state, municipal, local, or other community agencies (which include breakfast, lunch, or dinner meetings), etc. Contact your budget administrator for a complete listing of allowable expenses through the Hospitality Budget.
III. PERSONNEL ITEMS

**Current or New Classified Employees:** All personnel items for current or new classified employees are to be processed via a Personnel Change Information form through the respective educational center approval channel prior to submittal to the Office of Human Resources, which will in turn prepare an appropriate line item in the Board agenda.

⚠️ **Note:** If a classified employee is increasing/decreasing months of employment or percent employed, either on a permanent basis or temporary basis, a letter from the employee stating he/she is voluntarily agreeing to the change must accompany the change form.

**Current Academic Employees:** All personnel items for current academic employees are to be processed via an intradistrict memo through the respective educational center approval channel prior to submittal to the Office of Human Resources, which will in turn prepare an appropriate line item in the Board agenda.

**New Academic Employees:** All new academic employee recommendation forms, either Recommendation for Employment of Academic Personnel or Recommendation for Employment of Part-Time Academic Personnel are to be processed through the respective educational center approval channel prior to submittal to the Office of Human Resources, which will in turn prepare an appropriate line item in the Board agenda.

**Professional Experts:** The Professional Expert category is intended for the temporary employment of persons in conjunction with a specific, limited-term project (typically a grant or other specially-funded project) where the project requires professional/highly specialized knowledge, skills, or technical expertise.

The following completed documents are to be submitted through the respective educational center approval channels prior to submittal to the Human Resources Office, which will in turn prepare an appropriate line item in the Board agenda:

- ✔️ Request to Employ Professional Expert (Form PE1)
- ✔️ Professional Expert Agreement (Form PE2)
- ✔️ Employment Status & Retirement System Information (Form PE3)
- ✔️ Documentation of Professional Expert Qualifications (resume, certificates, professional licenses, etc.)

For individuals with no prior District employment status, or who have not been employed by the District within the last eighteen months, the following documentation **must accompany the above items:**

- ✔️ Completed I-9 and W-4
- ✔️ Photocopy of valid Driver's License or Photo ID
Signed Oath of Allegiance
Photocopy of Social Security Card

**Temporary Employment Agreement:** All Temporary Employment Agreement forms (TEAs 1 and 2) are to be submitted through the educational center approval channels prior to submittal to the Office of Human Resources. All TEAs, except for qualifying full-time students and Work Study/Work Experience students, must be Board approved before the hourly employee can begin working. Individuals with no prior District employment status, or who have not been employed by the District within the last eighteen months, **must complete the following documents and submit them all together:**

- Temporary Employment Agreement (Forms TEA 1 and signed TEA2)
- Completed I-9 and W-4
- Photocopy of valid Driver's License or Photo ID
- Signed Oath of Allegiance
- Photocopy of Social Security Card (2 copies are required)

Failure to submit all of the above items will delay processing, as well as the starting date.

- **Note:** All temporary employees must complete and sign Part II of TEA2 and must sign the "signature" line, which is at the bottom of the page.

- Full-time and Work Study/Work Experience students must complete and sign Part III of TEA2.

- Unsigned TEA2s will require that all paperwork be returned to the originating office. Also, if a TEA1 is submitted without the accompanying TEA2, all paperwork will also be returned to the originating office.

**Availability of forms:** The following forms relating to personnel matters are available via the campus server.

- Personnel Change Information
- Recommendation for Employment of Academic Personnel
- Recommendation for Employment of Part-Time Academic Personnel
- Independent Contractor Agreements
- Temporary Employment Agreement (TEA1 and TEA2)
North Orange County Community College District

PERSONNEL CHANGE INFORMATION

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<thead>
<tr>
<th>Social Security #:</th>
<th>Name:</th>
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**CURRENT OR NEW HIRE:** (Please check one) ................ Current  New Hire

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<th>Department:</th>
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Current Job Title:

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<th>Step:</th>
<th>Shift Pay:</th>
<th>Longevity:</th>
<th>Prof Growth:</th>
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Salary: % Employed: Months per Year:

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<th>Starting Date:</th>
<th>Dates of Assignment: (exclude 12-month Employees)</th>
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New Budget Position (Y/N): (or) Replaces: Vacancy #:

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<thead>
<tr>
<th>Budget Number(s):</th>
<th>Percent Employed:</th>
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**CHANGE (fill in changed information only):**

Explaination:

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<th>Effective Date:</th>
<th>Permanent:</th>
<th>Temporary:</th>
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Salary: % Employed: Months per Year:

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<th>Dates of Assignment (exclude 12-month Employees):</th>
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New Budget Position (Y/N): (or) Replaces: Vacancy #:

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<th>Budget Number(s):</th>
<th>Percent Employed:</th>
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**SIGNATURES:**

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<tr>
<th>Division/Department Manager:</th>
<th>Date:</th>
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<tr>
<th>Chancellor/Vice Chancellor/ President/Provost</th>
<th>Date:</th>
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**Business Office Use Only**

<table>
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<tr>
<th>Cost or Savings of Change:</th>
<th>Salary</th>
<th>Benefits</th>
<th>Total</th>
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Original to Human Resources, Pink copy to DEC Accounting manager, Yellow copy to Originator.
## Recommendation for Employment of Certificated Personnel

<table>
<thead>
<tr>
<th>NAME:</th>
<th>CAMPUS:</th>
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<tbody>
<tr>
<td>ADDRESS:</td>
<td>DIVISION:</td>
</tr>
<tr>
<td>Street</td>
<td>City/Zip</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Social Security No:</td>
</tr>
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### ASSIGNMENT:
- [ ] Instructor
- [ ] COUNSELOR
- [ ] OTHER
- [ ] LIBRARIAN
to replace

### TYPE OF CONTRACT:
- [ ] FIRST YEAR (TENURE TRACK)
- [ ] TEMPORARY
- [ ] SPECIALLY FUNDED

<table>
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<tr>
<th>BEGINNING DATE:</th>
<th>ENDING DATE:</th>
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<tr>
<td>PERCENT TO BE EMPLOYED:</td>
<td>BUDGET NUMBER:</td>
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Number of flex days to be served if hired for **one semester only. Mark one with x.**

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<th>4</th>
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<th>6</th>
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For District use only: Class ___________ Step ___________

### APPROVED BY:

- Division Chairperson
- Vice President/Dean
- President

8/99
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RECOMMENDATION FOR EMPLOYMENT OF PART-TIME ACADEMIC PERSONNEL

EMPLOYEE NAME: ____________________________ SOCIAL SEC # ____________________________
Last    First    MI

EMPLOYEE ADDRESS: ____________________________ __________________________________________
Number and Street    City    Zip

EMPLOYEE TELEPHONE: ____________________________ DAY: ____________________________ EVENING: ____________________________

WORK LOCATION: ____________________________ JOB CLASSIFICATION: ____________________________ TERM OF ASSIGNMENT: ____________________________
[ ] CYPRESS    [ ] EXTENDED-DAY INSTRUCTOR    [ ] FALL SEM, CAMPUS
[ ] FULLERTON    [ ] HOURLY COUNSELOR, REG    [ ] FALL SEM, ADULT ED
[ ] ADULT ED (Site) ________    [ ] HOURLY COUNSELOR, EOPS    [ ] SPR SEM, CAMPUS
[ ] HOU RLY DSPS SPECIALIST    [ ] HOU RLY LIBRARIAN    [ ] SPR SEM, ADULT ED
[ ] FALL TRM, AE    [ ] HOU RLY LIBRARIAN    [ ] SMR, ADULT ED

START DATE: ________________

SPECIFY EMPLOYEE ASSIGNMENT(S): ____________________________

BUDGET CHARGE: ____________________________

TEACHING ASSIGNMENTS

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<tr>
<th>TICKET NUMBER</th>
<th>COURSE TITLE</th>
<th>CREDIT LEC UNITS</th>
<th>CREDIT LAB UNITS</th>
<th>ADULT ED HOURS/ WEEK</th>
<th>HOURS PER WEEK</th>
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IMMEDIATE MANAGEMENT SUPERVISOR: ____________________________ DATE: ________________

CAMPUS INSTRUCTIONAL OFFICER: ____________________________ DATE: ________________

DO NOT WRITE BELOW THIS LINE - FOR HUMAN RESOURCES USE ONLY

________________________________________________________________________

PROCESSED: ____________________________ DATE: ________________

Office of Human Resources

TEACHING RATE: C/S $/HR NONTEACHING RATE: C/S $/HR

SUBMIT COMPLETED FORM TO DISTRICT OFFICE OF HUMAN RESOURCES. ATTACH EMPLOYEE RESUME AND TRANSCRIPTS.

REV 8/99
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is hereby entered into by the NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, and;

CONTRACTOR TAXPAYER I.D. NO./SSN

Mailing Address, City, State, ZIP
hereinafter referred to as CONTRACTOR.

WHEREAS, the DISTRICT is authorized to contract with and employ an independent contractor specially trained to perform special services required; and

WHEREAS, the CONTRACTOR is specially trained, experienced, and competent to perform the special services pursuant to this Agreement;

IT IS THEREFORE AGREED AS FOLLOWS:

The DISTRICT hereby retains and employs the CONTRACTOR upon the terms and conditions hereinafter set forth, and the CONTRACTOR hereby accepts said retention and agrees to perform the services hereinafter mentioned as an independent contractor upon said terms and conditions:

1. The CONTRACTOR shall commence providing services under this agreement on [Start Date (Month, DD, YYYY)], and will diligently perform as required and complete performance by [Completion Date (Month, DD, YYYY)].

2. Under the direction of [Under Who's Direction], the CONTRACTOR is to provide the following services:

[Services to be Provided]

3. The DISTRICT shall pay the CONTRACTOR a fee not to exceed [Amount of Fee Not To Exceed], for services rendered pursuant to this Agreement. Payment shall be made upon submission of an invoice in a form acceptable to the DISTRICT.

4. The CONTRACTOR shall assume all expenses incurred by him/her in connection with the performance of this Agreement, and the DISTRICT shall not be responsible for payment of any expenses incurred in connection with the services, other than the fee which is specified in Paragraph 3 above.

5. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, the CONTRACTOR is not an officer, agent, or employee of the DISTRICT.

6. The CONTRACTOR agrees to and shall hold harmless and indemnify the DISTRICT and its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for death or bodily injury to person, injury to property, or any loss, damage or expense sustained by the CONTRACTOR or any person, firm or
corporation employed by the CONTRACTOR upon or in a connection with the services called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT’S officers, employees, or agents.

(b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off the DISTRICT’S property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT’S officers, employees, or agents.

The CONTRACTOR, at the CONTRACTOR’S expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

7. The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation.

8. This contract may not be assigned without the written consent of the DISTRICT.

9. It is mutually understood that either party may terminate the Agreement upon thirty (30) days' written notice.

IN WITNESS WHEREOF, said parties have executed this Agreement as of the date and year first above written.

THIS AGREEMENT IS ENTERED INTO THIS [Nnth DAY OF MONTH, YYYY (Board meeting date)].

FOR THE CONTRACTOR: NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, Anaheim, California

____________________________ SIGNATURE

____________________________ NAME

____________________________ PRINTED TITLE

____________________________ DATE

BY __________________________

____________________________ PRESIDENT/SECRETARY,

BOARD OF TRUSTEES
PROCEDURES FOR EMPLOYMENT OF PROFESSIONAL EXPERTS

I.0 Use of Professional Experts

1.1 The Professional Expert category is used for the temporary employment of a person in conjunction with a specific, limited-term project (typically a grant or other specially-funded project) requiring professional knowledge, skills or technical expertise.

1.2 Employment of Professional Experts is appropriate under the following circumstances:

1.2.1 The conditions of service are not appropriate to any other category of employment (i.e., nonclassified short-term employee, nonclassified substitute employee, student employee);

1.2.2 The person cannot be engaged as an Independent Contractor because the conditions of service so not meet the Internal Revenue Service Independent Contractor criteria;

1.2.3 The conditions of service meet all of the criteria specified in Section 2.0, below.

2.0 Criteria for Employment: Employment of a person as a Professional Expert requires compliance with ALL of the following criteria:

2.1 Employment must be in conjunction with a specific, limited-term project. The project must have defined starting and ending dates.

2.2 The service to be performed must require a unique or specialized background not commonly found in the labor market as evidenced by professional knowledge, education, licensure or certification AND/OR specialized professional/occupational training, experience, skills or technical expertise. The Professional Expert must possess bona fide qualifications appropriate to the job assignment.

2.3 The service to be performed is NOT of a type designated as "academic" in Title 5 of the California Code of Administrative Regulations (i.e., service which requires state-mandated minimum qualifications). The following services are considered "academic" and are specifically excluded from the Professional Expert category:

2.3.1 Instruction in any course offered for credit or for which apportionment will be claimed;

2.3.2 Related academic student support services (e.g., counseling, EOPS and DSPS services).

2.4 The service to be performed is NOT materially the type of work that would be performed by a classified position within the District. Examples of classified duties excluded from the Professional Expert category include, but are not limited to, the following:
2.4.1 Secretarial/Clerical (e.g., Office Assistant; Office Manager);
2.4.2 Instructional Aide/Assistant; Lab Clerk/Aide/Technician;
2.4.3 Accounting/Fiscal (e.g., Account Clerk, Records Clerk
2.4.4 Maintenance and Operations.

3.0. Conditions of Employment

3.1 Terms of Employment: Professional Experts are temporary employees. They are employed on an "as needed" basis, subject to termination at will by either the District or the employee.

3.2 Period of Employment

3.2.1 The requested period of employment must be for the actual period of time during which services are required, not to exceed the project termination date or the end of the current fiscal year, whichever occurs first. The maximum period of employment during any fiscal year is 38-1/2 weeks, including all time employed during the fiscal year as a Short-term Employee, Substitute Employee, or Student Employee. Employment will be automatically terminated if this limit is exceeded. Regular and contract faculty who perform services as Professional Experts are exempt from the 38-1/2 week limitation.

3.2.2 All calendar days during the specified employment period as a Professional Expert will count toward the specified employment limit, irrespective of the number of days worked during the employment period or the number of hours worked per day.

3.2.3 Extensions of employment may be granted upon sufficient justification, provided the cumulative employment during any fiscal year does not exceed 38-1/2 weeks.

3.3 Employment Limitations

3.3.1 Employment during any period of service as a Professional Expert is limited to work under the direction of one immediate management supervisor.

3.3.2 A person serving as a Short-term Employee, Substitute Employee, or Student Employee may not be concurrently employed as a Professional Expert.

3.3.3 If approved by the Vice Chancellor/designee, a person serving as an adjunct faculty employee may be concurrently employed as a Professional Expert provided the combined academic and Professional Expert assignments during the semester/term do not exceed the equivalent of a sixty percent (60%) load. Professional Expert employment of adjunct faculty is strictly limited to the maximum number of hours per week authorized by the District Office of Human Resources.
4.0 Compensation

4.1 Professional Experts will be compensated at the appropriate rate according to the Professional Expert Salary Schedule, for the actual hours of service rendered in performance of the specified duties.

4.2 Professional Experts will NOT be compensated for preparation or training required to meet the professional qualifications necessary to perform their duties.

4.3 Persons employed as Professional Experts are not eligible to participate in the District's Health and Welfare plan or optional fringe benefit plan in conjunction with their employment as a Professional Expert.

4.4 Persons employed as Professional Experts do not receive paid sick leave, paid holidays, paid vacation days, or paid leaves of absence in conjunction with their employment as a Professional Expert.

4.5 No retroactive pay-rate or job classification changes will be permitted. Any change in the terms and conditions of employment will require termination of the original employment agreement and submission of a new request for employment.

5.0 Employment Procedure

5.1 The following are to be submitted to the District Office of Human Resources after approval by the campus president or designee:

- Completed REQUEST TO EMPLOY PROFESSIONAL EXPERT (FORM PE1)
- Completed PROFESSIONAL EXPERT AGREEMENT (FORM PE2)
- Completed EMPLOYMENT STATUS & RETIREMENT SYSTEM INFORMATION (FORM PE3)
- Documentation of Professional Expert qualifications (resume, transcripts, certificates, professional licenses, etc.)

5.2 For applicants with no prior District employment status, or who have not been employed by the District within the last eighteen months, the following documentation must accompany the above:

- Completed I-9 and W-4
- Signed Oath of Allegiance
- Photocopy of Social Security Card
- Photocopy of Valid Driver's License

5.3 If the employee will be working on more than one project or performing more than one Professional Expert job classification in conjunction with a project, a separate Form PE1 and Form PE2 must be submitted for each project and job classification to be performed.

5.4 The immediate management supervisor is to provide the employee with a copy of the PROFESSIONAL EXPERT AGREEMENT (FORM PE2).

EMPLOYEES ARE NOT TO BEGIN WORK UNTIL THE SUPERVISING MANAGER HAS RECEIVED APPROVAL IN WRITING FROM THE OFFICE OF HUMAN RESOURCES.
6.0 Payroll Procedure

6.1 All work performed as a Professional Expert will be paid by time card. Paychecks will be issued monthly, on the tenth of each month (classified payroll).

6.2 Professional Experts will use the "Special Programs" time card (copy attached). Time cards must be submitted by the cut-off date established by the Payroll Office and may reflect only actual hours worked as of the cut-off date. Projection of hours on time cards is not allowed.

6.3 Time cards must indicate the project title and the PE# (provided by the Office of Human Resources). If the employee is performing more than one Professional Expert job classification, a separate time card must be submitted for each job classification performed during the pay period.

No retroactive pay-rate or job classification changes will be permitted. Any change in the terms and conditions of employment will require termination of the original agreement and submission of a new request for employment.
### TABLE OF ALLOWABLE PROFESSIONAL EXPERT LOAD FOR ADJUNCT FACULTY

#### CREDIT INSTRUCTORS

<table>
<thead>
<tr>
<th>PART-TIME CREDIT TEACHING LOAD</th>
<th>ALLOWABLE CONCURRENT PROFESSIONAL EXPERT LOAD DURING SAME SEMESTER/TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecture Units</td>
<td>Equivalent Load Percent</td>
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<tr>
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HR Rev 7/07
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<tr>
<th>Part-Time Noncredit Teaching Load</th>
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</table>
# TABLE OF ALLOWABLE PROFESSIONAL EXPERT LOAD FOR ADJUNCT FACULTY

## CREDIT AND NONCREDIT COUNSELORS

<table>
<thead>
<tr>
<th>PART-TIME COUNSELING LOAD</th>
<th>ALLOWABLE CONCURRENT PROFESSIONAL EXPERT LOAD DURING SAME SEMESTER/TERM</th>
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<tr>
<td><strong>Part-Time Counseling Hours Per Week</strong></td>
<td><strong>Equivalent Load Percent</strong></td>
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<tr>
<td>19</td>
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</tbody>
</table>
# REQUEST TO EMPLOY PROFESSIONAL EXPERT

## Form PE1

### North Orange County Community College District

**Revised:** 7/07

## Request Details

**Date of Request:**

**Print or Type First and Last Name of Immediate Management Supervisor:**

**TelephoneNumber of Supervisor:**

**Name of Person to Contact Regarding This Request:**

**TelephoneNumber of Contact:**

### Project Details

**Project Title:**

**Project Start Date:**

**Project End Date:**

**Summary Description of Project:**

**Position Number(s):**

**Budget Number(s):**

---

## Employee Information

**Employee Name:** ____________________________________________  
**SSN:**  _______________________  
[  ] MALE  
[  ] FEMALE

**Last**  
**First**  
**MI**

**Address:** ____________________________________________  
**Telephone:** __________________  
**Date of Birth:** __________

**Street and Number**  
**City**  
**Zip**

### Job Classification

- [ ] **Project Expert**  $20.00/HR
- [ ] **Technical Expert I**  $40.00/HR
- [ ] **Technical Expert II**  $55.00/HR
- [ ] **Project Coordinator**  $35.00/HR
- [ ] **Project Manager**  $45.00/HR
- [ ] **Not-for-Credit Instructor I**  $25.00/HR
- [ ] **Not-for-Credit Instructor II**  $35.00/HR

### Employment Details

**Employment Starting Date**  
**Employment Ending Date**  
**Worksite**

- [ ] AC  
- [ ] CC  
- [ ] FC  
- [ ] WIL  
- [ ] OTHER

**Specify All Part-Time (Adjunct) Faculty Assignments the Employee Will Be Performing During the Period of This Professional Expert Agreement. If None, Check Here [ ]**

**Location**  
**Semester/Term**  
**College Assignment Lec Units**  
**Lab Units**  
**SCE Assignment Hours Per Week**  
**Assignment Percent**

---

**Human Resources Use Only**

- **PT Academic Assign FTE** __________
- **PE Max Hours Per Week** __________
- **PE Equivalent Assign FTE** __________

**Specify the Education and Experience That Qualify the Employee for This Job Classification and Performance of the Duties Listed Above. (Attach Additional Sheet(s) If Necessary; Attach Resume and Other Documentation of Professional Qualifications As Appropriate)**

### Signature Section

**Signature of Immediate Management Supervisor:**

**Date:**

**Approval, Campus CEO or Designee:**

**Date:**

### HR Approval

**HR Manager:**

**Date:**

**BA Date:**

**PEA:**

**Empl Wks:**

---

**Banner ID No:**  
**Ethnicity Code:**

**Citizenship Code:**

---

**Form PE2**

North Orange County Community College District
PROFESSIONAL EXPERT AGREEMENT

EMPLOYEE NAME:  
JOB CLASSIFICATION:  

EMPLOYMENT STARTING DATE:  
EMPLOYMENT ENDING DATE:  
HOURLY PAY RATE: $  
MAXIMUM AUTHORIZED WORK HOURS PER WEEK:  
TOTAL COMPENSATION NOT TO EXCEED: $  

PROJECT TITLE:  
HR USE ONLY  

LIST THE SPECIFIC DUTIES TO BE PERFORMED AND/OR OUTCOMES TO BE ACHIEVED BY THE PROFESSIONAL EXPERT FOR THIS PROJECT BY THE EMPLOYMENT ENDING DATE:  

EMPLOYEE DISCLOSURE OF CRIMINAL CONVICTION  
(TO BE COMPLETED BY EMPLOYEE)  

Have you ever been arrested for any crime (other than a minor traffic violation) which resulted in a conviction or plea of nolo contendre? (A conviction will not necessarily disqualify you from employment.)  

[ ] YES       [ ] NO  
Employee Signature:  
Date:  

Employee is hereby notified of, and agrees to, the following terms and conditions of employment as a Professional Expert:  

1. The period of your employment as a professional expert is authorized through the starting and ending dates indicated above, contingent upon approval by the District Office of Human Resources and the Board of Trustees. Your employment as a professional expert will terminate automatically at the expiration of this agreement, but may be terminated at any time by either you or the District, without cause. The District reserves the right to observe or otherwise monitor your performance for purposes of assessment.  

2. You may be employed during the term of this agreement, AS NEEDED, at the sole discretion of the District, to perform duties as specified herein. Your employment as a professional expert is limited to work under the direction of a single immediate management supervisor and may not exceed the following limits:  

(1) the maximum number of hours per week permitted in this agreement (if specified);  
(2) thirty-eight and one-half (38-1/2) weeks in any fiscal year (July 1 through June 30).  

Your employment as a professional expert will be automatically terminated by the District if any of these limitations is exceeded.  

3. You will be compensated for the actual hours of service rendered in the performance of the specified duties, at the hourly rate indicated above. You will NOT be compensated for projected hours or preparation or training required to meet the professional qualifications necessary to perform said duties.  

4. You will NOT receive paid sick leave, paid holidays, paid vacation days, paid leave(s) of absence, medical benefits, or fringe benefits in conjunction with this employment.  

5. Your earnings in conjunction with this employment are subject to federal and state withholding, retirement system contributions, and other deductions required by law.  

6. Your employment as a professional expert does not constitute classification as an academic employee or member of the classified service. If you are currently employed by the District in an academic or classified capacity, services performed as a professional expert are separate and distinct from your academic or classified workload, and shall not constitute service required as a prerequisite to attainment of, or eligibility to, status as a regular academic or classified employee of the District.  

7. The provisions specified herein constitute the sole terms and conditions of your employment as a professional expert. No other representations, either orally or written, are authorized.  

I have read and understand the above provisions, and agree to accept employment as a professional expert in accordance with the terms and conditions specified herein.  

EM PLOYEE SIGNATURE  
DATE
EMPLOYMENT STATUS & RETIREMENT SYSTEM INFORMATION

EMPLOYEE NAME: ____________________________________________ SOCIAL: ____________________________

SECTION I: DISTRICT EMPLOYMENT STATUS

1. Are you now, or have you ever been employed by the North Orange County Community College District?
   [ ] NO If no, do not complete the remainder of this section. GO TO SECTION II, below.
   [ ] YES If yes, answer question 2.

2. Are you a permanent District employee?
   [ ] NO If no, answer question 3.
   [ ] YES If yes, indicate your status below. DO NOT COMPLETE THE REMAINDER OF THIS FORM.
   [ ] Contract/Regular Faculty [ ] Classified [ ] Management [ ] Confidential

3. Are you currently performing any assignment(s) with the District?
   [ ] NO If no, answer item 4.
   [ ] YES If yes, indicate current assignment(s) below and GO TO SECTION II, below.
   [ ] campus part-time instructor/counselor/librarian
   [ ] School of Continuing Education instructor/counselor
   [ ] professional expert
   [ ] adult/student hourly (TER)
   [ ] other (specify) ________________________________

4. Indicate any District assignment(s) you have performed within the previous three years and GO TO SECTION II, below.
   [ ] campus part-time instructor/counselor/librarian
   [ ] School of Continuing Education instructor
   [ ] professional expert
   [ ] adult/student hourly (TER)
   [ ] other (specify) ________________________________

SECTION II: RETIREMENT SYSTEM INFORMATION

Indicate current or previous employment with any of the following:

[ ] Calif K-12 [ ] FT [ ] PT District: ____________________________ County: __________ [ ] Cert [ ] Class
[ ] Calif Comm Coll [ ] FT [ ] PT District: ____________________________ County: __________ [ ] Cert [ ] Class
[ ] CSU [ ] FT [ ] PT Campus: ________________________________ [ ] Cert [ ] Class
[ ] UC [ ] FT [ ] PT Campus: ________________________________ [ ] Cert [ ] Class
[ ] Fed/St/Local Govt [ ] FT [ ] PT Agency: ________________________________

Check if you are a member of either of the following retirement systems: [ ] STRS [ ] PERS

Have you withdrawn contributions from a retirement system? [ ] NO [ ] YES If yes, specify: ________________________________

Are you receiving retirement benefits from a retirement system? [ ] NO [ ] YES If yes, specify: ________________________________

EMPLOYEE SIGNATURE ____________________________________________ DATE ____________________________
# TEMPORARY EMPLOYMENT AGREEMENT

**Soc Sec #**

**Banner ID #**

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Middle Name</th>
</tr>
</thead>
</table>

Date of Birth:

Ethnicity:

Gender:  
- [ ] Male
- [ ] Female

Marital Status:

Citizenship:

Permanent Address:

- Street name and number:
- City:
- State:
- Zip:
- Phone:

**EMPLOYMENT CLASS:**

- [ ] Short-term Hourly
- [ ] Hourly Substitute - Leave
- [ ] Hourly Substitute - Vacancy
- [ ] Full-time Student (minimum 12 units)
- [ ] Work Study Student (minimum 6 units)

**LOCATION:**

- [ ] AC (860)
- [ ] CC (861)
- [ ] FC (862)
- [ ] SCE (863)

**DEPARTMENT:**

Have you ever been a member of PERS or STRS?  
- [ ] Yes  
- [ ] No

**Employment Starting Date:**

**Employment Ending Date:**

**Position No. Fund Orgn Acct Prog**

<table>
<thead>
<tr>
<th>Position No.</th>
<th>Fund</th>
<th>Orgn</th>
<th>Acct</th>
<th>Prog</th>
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<table>
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<tr>
<th>Position No.</th>
<th>Fund</th>
<th>Orgn</th>
<th>Acct</th>
<th>Prog</th>
</tr>
</thead>
</table>

**I-9 on File:**

- [ ] Yes
- [ ] No - Attached

**Substitute:**

- [ ] Yes
- [ ] No

**Substitute for:**

-(Name)

**Pay Grade:**

**Pay Step:**

**Hourly Rate:** 

$ 

**Description of Work Project:**

**APPROVALS**

Department/Division Head:  
Date:  
Site Business Office:  
Date:  

Human Resources:

**WHITE:** Payroll  
**BLUE:** Human Resources  
**PINK:** Department Copy  
**YELLOW:** Employee Copy
Instructions for Completing Form TEA2

Part I: Employment Recommendation  
To be completed by hiring administrator/department

• Part I information must be completed on the computer and must match the corresponding information listed on Form TEA1 (Name, employment dates, pay grade and step, hourly rate, and employment class)

Part II: Employee Disclosure of Criminal Conviction  
To be completed by all temporary hourly employees

• The “yes” or “no” box must be checked, and all hourly employees must sign and date Part II

Part III: Certification of Enrollment  
To be completed by Full Time Students, Federal Work Study employees, or students enrolled in a CC or FC work experience program

• Students must initial whether they are enrolled in 12 units as a full-time student, or in a work study/work experience program
• The appropriate college box must be checked
• Students must sign and date Part III

Signature of Form TEA2

All hourly employees must sign at the bottom of Form TEA2. Your paperwork will be returned if Form TEA2 is not signed or if Form TEA2 is not included with Form TEA1.
## TEMPORARY EMPLOYMENT AGREEMENT

### PART I: EMPLOYMENT RECOMMENDATION

<table>
<thead>
<tr>
<th>EMPLOYEE NAME:</th>
<th>PAY GRADE:</th>
<th>PAY STEP:</th>
<th>HOURLY RATE:</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>EMPLOYMENT CLASS:</th>
<th>EMPLOYMENT STARTING DATE:</th>
<th>EMPLOYMENT ENDING DATE:</th>
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</thead>
</table>

- [ ] Short-term Hourly
- [ ] Hourly Substitute - Leave
- [ ] Hourly Substitute - Vacancy
- [ ] Full-time Student (minimum 12 units)
- [ ] Work Study Student (minimum 6 units)

### PART II: EMPLOYEE DISCLOSURE OF CRIMINAL CONVICTION

Have you ever been arrested for any crime (other than a minor traffic violation) which resulted in a conviction or a plea of nolo contendre? (A conviction will not necessarily disqualify you from employment.)

YES __□__ NO __□__ Employee Signature: ___________________________ Date: __________________

### PART III: CERTIFICATION OF ENROLLMENT

I am currently enrolled in 12 or more units at:

- [ ] Cypress College  [ ] Fullerton College

I am currently participating in a college work study program or work experience program and I am enrolled in 6 or more units at:

- [ ] Cypress College  [ ] Fullerton College

Employee Signature: ___________________________ Date: __________________

### Employee is hereby notified of, and agrees to, the following terms and conditions of employment as a Temporary Employee:

1. The period of your temporary employment is authorized through the starting and ending dates indicated above, contingent upon approval by the District Office of Human Resources and the Board of Trustees. You may be employed during this period, AS NEEDED, at the sole discretion of the District, to perform duties as assigned. Your employment will terminate automatically on the employment ending date indicated above, but may be terminated at any time by either you or the District, for any reason or for no reason.

2. If you are employed as a full-time student, you must be enrolled, and maintain enrollment, in at least 12 units at Cypress College and/or Fullerton College during the semester of your employment. If you are employed as a work study student, you must be participating in a college work study program or work experience program and be enrolled, and maintain enrollment, in at least 6 units at Cypress College and/or Fullerton College during the semester of your employment. In addition, your employment as a student employee may not exceed twenty (20) hours per week. Your employment will be automatically terminated if the required scholastic requirements are not maintained or if your employment exceeds twenty (20) hours per week.

3. You will be compensated for the actual hours of service rendered in the performance of assigned duties, at the hourly rate indicated above. Your earnings in conjunction with this employment are subject to federal and state withholding, retirement system contributions, and other deductions required by law.

4. You will NOT receive paid sick leave, paid holidays, paid vacation days, paid leave(s) of absence, medical benefits, or fringe benefits in conjunction with this employment.

5. Your employment as a temporary employee does not constitute classification as an academic employee or member of the classified service.

6. The provisions specified herein constitute the sole terms and conditions of your employment as a temporary employee. No other representations, either orally or written, are authorized.

I have read and understand the above provisions, and I agree to accept employment as a temporary employee of the North Orange County Community College District in accordance with the terms and conditions specified herein.

TEMPORARY EMPLOYEE SIGNATURE ___________________________ DATE __________________
IV. GRANTS/SPECIAL FUNDING PROJECTS ITEMS

It is strongly recommended that contact be made with the District Manager of Instructional Resources, Funds/Business at the earliest possible date regarding agenda items related to State System’s Office grants, California Department of Education grants, agreements for special services, categorical program funding (EOPS, CARE, etc.), local agreements with the Orange County Department of Education, school districts, or community organizations.

In July 2001, the Board of Trustees authorized the Vice Chancellor, Finance and Facilities, to execute various grants, contracts, and agreements being submitted as part of the budget development process, as well as all future grants, contracts, and agreements that benefit the District.

☞ Note: During the budget development process: Submit all information and documentation for grants/contracts/agreements to the District Manager, Instructional Resources, Funds/Business for inclusion in the District's budget, which will be submitted to the Board of Trustees for adoption. Therefore, a separate agenda item is not required. The deadline to submit budgets as part of the budget development process is established each year for the month of August.

After completion of the budget development process:

1. Submit documentation for grants/contracts/agreements to the District Manager, Instructional Resources, Funds/Business, for review and signature of the Vice Chancellor, Finance and Facilities.

2. Submit the agenda item, the budget in Banner format, and the resolution to the District Manager, Instructional Resources, Funds/Business for submittal to the Board of Trustees.

Please keep in mind the following:

° The agenda item must agree with the language in the contract, including the name of the company or agency, the dates, and the amount of the contract.
° A budget in Banner format must be submitted with the agenda item, and it must agree with the budget approved by the funding agency.
° A budget for a funding augmentation requires three columns: current budget, proposed budget, and the variance. The resolution is completed for the amount of the variance only.
° A resolution must be submitted with the agenda item.
° The contract must be submitted with the agenda item and must be signed by the funding agency.
° Identify by name and by title the person that will manage the program and the person that submitted the agenda item.
° Only the Board may enter into an agreement -- not an individual site, program, nor office.
° Indirect costs must be included in the budget if the funding agency permits them.
° If two or more sites are participating in an agreement, the agenda item must have the original signature of the president/provost involved.
° If a funding agency provides its own agreement, please allow several weeks for review by District staff and, perhaps, legal counsel. After legal counsel completes the review, a list of necessary changes to the agreement will be provided and the funding agency must provide a new draft. After the agreement is satisfactory to all parties, the agreement with original signatures from the funding agency is required.

Note: Resolutions are to be prepared using the same margins as the agenda item form, along with the Arial 12 point font. Be sure to use tab settings in lieu of spaces between columns; this will facilitate any changes that may subsequently be required.
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TO: BOARD OF TRUSTEES

DATE: July 1, 2007

SUBJECT: School of Continuing Education (SCE) Contracted Services Agreement for Labor Employment and Training Corporation (UAW-LETC) on behalf of Burbank Transition Center

BACKGROUND: General Motors, Burbank Transition Center, selected UAW-Labor Employment and Training Corporation (LETC) and the NOCCCD-SCE to establish an in-plant skill center for employees and their spouses. UAW-LETC is providing overall project coordinator and serving as fiscal agent; and the SCE Training and Development Institute is providing on-site instruction in some or all of the following: Basic Skills, ESL, GED, Computer Application, Computer-Based Training and ABE, as well as administrative and other instructional services. Instructional services provided by The Learning Curve. The purpose of the contract is to provide basic skills instruction, which enable both employees and their spouses to obtain the necessary skills, required for success on the job. Oscar Machado, Director of Economic Development, and Corine Doughty, Director of the Workplace Learning Resource Center, submitted this item. Corine Doughty will be responsible for continuing to manage the activities of this program.

How does this relate to the District-wide Strategic Plan? This item responds to Strategic Plan Goal #1: Instructional programs provide the necessary basic skills training, current and relevant vocational skills, successful transfer preparation, and life-long learning options to meet the needs of our students and community, as well as Goal #4: NOCCCD is a vital and integral part of the community. Specifically, the School of Continuing Education's strategy to continue and strengthen economic and community development partnerships with the community.

How does this relate to Board Policy? Not applicable.

FUNDING SOURCE/FINANCIAL IMPACT: The current agreement with UAW-LETC is for the period of October 1, 2006, through June 30, 2007 for an amount not to exceed $60,850. Due to the need for additional training and related services, the SCE Training and Development Institute (TDI) would like to extend the current agreement to cover the period of July 1, 2007, through December 31, 2007. This extension will also require an increase in the not to exceed amount from $60,850 to $81,962. The sub-contract agreement between NOCCCD-SCE TDI and The Learning Curve to continue providing instructional services will also need to be extended through December 31, 2007.
RECOMMENDATION: Authorization is requested to extend the agreement with UAW-LETC on behalf of General Motors Burbank and The Learning Curve sub-contract agreement; for the Training and Development Institute to provide on-site in one or all of the following: Basic Skills, ESL, GED, Computer Applications, Computer-Based Training and ABE as well as administrative services and other instructional services as identified, for an amount not to exceed $81,962 to begin July 1, 2007, and to be completed by December 31, 2007. It is also requested that a resolution be adopted to accept new revenue, to make adjustments to expenditure and revenue budgets, and authorize expenditures within the General Fund, pursuant to the California Code of Regulations Title 5, Section 58308; and authorize the Vice Chancellor, Finance and Facilities, and the District Director, Fiscal Affairs, to execute any agreements and related documents and any amendments to modify the agreements on behalf of the District.

Recommended by: ____________________
Approved for Submittal: ____________________
Item No.: ____________________

Gary McGuire
WHEREAS, the Board of Trustees finds there is a need to establish budgets from funding sources within the General Fund, for fiscal year 2006-2007, 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.

<table>
<thead>
<tr>
<th>INCOME ACCOUNT</th>
<th>INCOME SOURCE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8830</td>
<td>Contracted Services</td>
<td>$ 21,112</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURES ACCOUNT</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2100</td>
<td>Noninstructional Salaries</td>
<td>$ 3,000</td>
</tr>
<tr>
<td>2300</td>
<td>Noninstructional Salaries, Other</td>
<td>14,660</td>
</tr>
<tr>
<td>3900</td>
<td>Other Benefits</td>
<td>2,020</td>
</tr>
<tr>
<td>5000</td>
<td>Other Operating Expenses</td>
<td>11,432</td>
</tr>
</tbody>
</table>

TOTALS $ 21,112

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
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 __________, and passed by a ______ vote of said Board.

Vice Chancellor, Finance and Facilities

The above transfer approved on the ______ day of ____________________.

William M. Habermehl, County Superintendent of Schools by ________________________________, Deputy
### Budget Augmentation
**July 1, 2007 – December 31, 2007**

<table>
<thead>
<tr>
<th>OBJECT OF EXPENDITURE</th>
<th>BUDGET ACCOUNT NUMBER</th>
<th>CURRENT BUDGET</th>
<th>PROPOSED BUDGET</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>20000 Non-Instructional Salaries</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classified Monthly</td>
<td>12555-9310-21110-7010-N</td>
<td>$10,000</td>
<td>$13,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>Professional Expert</td>
<td>12555-9310-23400-7010-N</td>
<td>23340</td>
<td>28000</td>
<td>4660</td>
</tr>
<tr>
<td><strong>30000 Employee Benefits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>12555-9310-34100-7010-N</td>
<td>2160</td>
<td>4180</td>
<td>2020</td>
</tr>
<tr>
<td><strong>50000 Other Operating Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracted Services</td>
<td>12555-9310-51900-7010</td>
<td>20000</td>
<td>28000</td>
<td>8000</td>
</tr>
<tr>
<td>Indirect</td>
<td>12555-9310-59000-7010</td>
<td>5350</td>
<td>8782</td>
<td>3432</td>
</tr>
<tr>
<td><strong>Grand Totals</strong></td>
<td></td>
<td>$60,850</td>
<td>$81,962</td>
<td>$21,112</td>
</tr>
<tr>
<td><strong>80000 Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UAW-LETC</td>
<td>12555-9310-88310-7010</td>
<td>$60,850</td>
<td>$81,962</td>
<td>$21,112</td>
</tr>
</tbody>
</table>
BACKGROUND: The School of Continuing Education's Training Development Institute, through its Center for Applied Competitive Technologies (CACT), delivers programs to enhance the competitiveness of California manufacturers, CACT, in partnership with Fullerton College, Cerritos College, Orange Coast College, Santa Ana College, the Los Angeles Community College District, and the Orange County Business Council, was recently awarded a competitive grant under the Job Development Incentive Fund for $600,000 over 20 months (November 9, 2005 - June 30, 2007) to train individuals for careers in advanced manufacturing. To address the short-term needs of industry, over 200 incumbent workers will be trained. In addition, the necessary infrastructure at Los Angeles and Orange County community colleges will be created to develop a marketing strategy that will address industry’s long-term workforce needs. This project will help 10,000 students pursue careers in manufacturing, certify 500 students as advanced manufacturing technologists based upon industry accepted skills standards, and place 50 student interns in mentored manufacturing operations. Oscar Machado, Director of the Training and Development Institute will manage this project. Oscar Machado submitted this agenda item.

How does this relate to the District-wide Strategic Plan? This item responds to Strategic Plan Goal #4: NOCCCD is a vital and integral part of the community. Specifically, the School of Continuing Education’s strategy to continue and strengthen economic and community development partnerships with the community.

How does this relate to Board Policy? Not applicable.

FUNDING SOURCE/FINANCIAL IMPACT: The Institute will receive $300,000 in fiscal year 2007-2008 and an additional $300,000 in fiscal year 2008-2009. This project will help attract more prospective manufacturing technology students, nurture partnerships between colleges and industry, and assure that manufacturers have access to a well-trained and plentiful workforce.
RECOMMENDATION: Authorization is requested to accept new revenue. It is further requested that resolutions be adopted to accept new revenue, establish and/or adjust budgets, and authorize expenditures within the General Fund, pursuant to the California Code of Regulations Title 5, Section 58308. Authorization is further requested for the Vice Chancellor, Finance and Facilities, and the District Director, Fiscal Affairs, to execute any agreements and related documents and any amendments to modify the agreements on behalf of the District.
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 2006-2007, 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.

<table>
<thead>
<tr>
<th>INCOME ACCOUNT</th>
<th>INCOME SOURCE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8659</td>
<td>Other Reimbursable Categorical</td>
<td>$ 300,000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURES ACCOUNT</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1200</td>
<td>Non Instruct. Salaries, Contract/Reg.</td>
<td>$ 6,200</td>
</tr>
<tr>
<td>2100</td>
<td>Non Instructional Salaries Reg.</td>
<td>65,866</td>
</tr>
<tr>
<td>2300</td>
<td>Non Instructional Salaries Other</td>
<td>27,306</td>
</tr>
<tr>
<td>3400</td>
<td>Health &amp; Welfare Benefits</td>
<td>14,204</td>
</tr>
<tr>
<td>4000</td>
<td>Supplies &amp; Materials</td>
<td>3,500</td>
</tr>
<tr>
<td>5000</td>
<td>Other Operating Expenses &amp; Services</td>
<td>166,656</td>
</tr>
<tr>
<td>6000</td>
<td>Capital Outlay</td>
<td>15,212</td>
</tr>
<tr>
<td>7000</td>
<td>Other Outgo</td>
<td>1,056</td>
</tr>
</tbody>
</table>

TOTALS $ 300,000

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
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 __________, and passed by a __________ vote of
said Board.

Vice Chancellor, Finance & Facilities

The above transfer approved on the _____ day of _________________.

William M. Habermehl, County Superintendent of Schools
by __________________________________________, Deputy
## School of Continuing Education
### JDIF Advanced Manufacturing

**Budget**
November 9, 2005 - June 30, 2007

<table>
<thead>
<tr>
<th>OBJECT OF EXPENDITURE</th>
<th>BUDGET ACCOUNT NUMBER</th>
<th>PROPOSED BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>10000 Certificated Salaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Project Administrator</td>
<td>17305-9320-12510-6840</td>
<td>$6,200</td>
</tr>
<tr>
<td>20000 Non-Instructional Salaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classified Monthly Salaries</td>
<td>17305-9320-21110-6840</td>
<td>24,281</td>
</tr>
<tr>
<td>Classified Administrators Project</td>
<td>17305-9320-21510-6840</td>
<td>41,585</td>
</tr>
<tr>
<td>Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly, Clerical</td>
<td>17305-9320-23100-6840</td>
<td>9,546</td>
</tr>
<tr>
<td>Hourly, Professional</td>
<td>17305-9320-23400-6840</td>
<td>17,760</td>
</tr>
<tr>
<td>30000 Employee Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>17305-9320-30000-6840</td>
<td>14,204</td>
</tr>
<tr>
<td>40000 Supplies &amp; Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Noninstructional Supplies, Material</td>
<td>17305-9320-44110-6840</td>
<td>3,500</td>
</tr>
<tr>
<td>50000 Other Operating Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracted Services Computer Related</td>
<td>17305-9320-51200-6840</td>
<td>20,000</td>
</tr>
<tr>
<td>Dues &amp; Memberships</td>
<td>17305-9320-51400-6840</td>
<td>6,000</td>
</tr>
<tr>
<td>Consultant Services</td>
<td>17305-9320-51900-6840</td>
<td>12,7519</td>
</tr>
<tr>
<td>Postage</td>
<td>17305-9320-52000-6840</td>
<td>2,300</td>
</tr>
<tr>
<td>Travel &amp; Conferences</td>
<td>17305-9320-52415-6840</td>
<td>2,300</td>
</tr>
<tr>
<td>Mileage</td>
<td>17305-9320-52460-6840</td>
<td>1,200</td>
</tr>
<tr>
<td>Telephone</td>
<td>17305-9320-52540-6840</td>
<td>1,199</td>
</tr>
<tr>
<td>Indirect Costs</td>
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<td>11,538</td>
</tr>
<tr>
<td>60000 Capital Outlay</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Equipment + $1000</td>
<td>17305-9320-64310-6840</td>
<td>15,212</td>
</tr>
<tr>
<td>70000 Other Outgo</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Retirement</td>
<td>17305-9320-71000-6840</td>
<td>1,056</td>
</tr>
<tr>
<td>Grand Totals</td>
<td></td>
<td>300,000</td>
</tr>
<tr>
<td>80000 Revenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JDIF Advanced Manufacturing Income</td>
<td>17305-9320-86541-6840</td>
<td>$300,000</td>
</tr>
</tbody>
</table>
V. THE BOARD AGENDA ITEM FORM

A. **FORM:** Be sure to use the most recent agenda item form, which can be found on the campus server. Do not change the margins, nor the font, nor the header or footer on the form, and use full justification.

   ✅ Note: If an agenda item is more than one page in length, the footer must appear only on the last page -- you must suppress the footer on the previous pages. Be sure to leave a one inch bottom margin on all pages for the insertion of the page number – excluding the last page, which has the footer.

   ✅ Note: The agenda item form contains comments that direct you to the location of the District-wide Strategic Plan, Board Policies, and this Handbook. Be sure to delete the comments and to select "final format" prior to printing the document.

B. **DATE:** The date line on the agenda item form refers to the date of the Board meeting for which you are submitting the agenda item.

C. **SUBJECT:**
   ✓ The first line identifies the educational center (e.g., Fullerton College, Cypress College, School of Continuing Education, Information Services, etc).
   ✓ The second line identifies the office area/center (e.g., Humanities Division, EOPS, Regional Environmental Business Resource Assistance Center, etc.).
   ✓ The third line identifies the topic of the agenda item (e.g., Staff Development, Donation, Agreement with .........., etc.)

D. **TYPE OF ITEM:**
   ✓ Please be sure to indicate with an “X” in the upper right-hand corner of the agenda item form whether it is an:

   ✓ action item ✓ if is an information item
   ✓ if it includes a resolution ✓ if it includes an enclosure

   ✅ Note: The “enclosure” notation should not be checked when submitting agreements/contracts as they are not included with the agenda item. Agreements/Contracts are signed by the Board after approving the agenda item.
E. **BACKGROUND:**

- Review briefly the history of an item, whether it is related to something that has previously come before the Board, or if it is a routine or recurring item, or if it was deferred from a previous agenda.

- Explain, where appropriate, how the item relates to the District-wide Strategic Plan. The District-wide Strategic Plan Implementation form identifies the Plan's goals and the correlating strategies from throughout the District. The Implementation form is available on campus servers.

- Explain, where appropriate, how the item relates to Board policies. The Board policies are accessible via the District's website.

- Explain the purpose, members or participants of organizations, consortiums, etc., and why there is a value or benefit to students or staff; identify when the activity involves something unique to the District, or new, or innovative.

- Identify who is responsible for a project, program, or activity; not just who authorized it, but who will actually carry out the work. Identify the person, by name and title.

- Identify the person, by name and title, who generated the agenda item.

- Fully explain terms and concepts that may be unfamiliar to Board members. Acronyms may be used in parenthesis, otherwise spell everything out.

- Identify when recommendations relate to, or are the result of, earlier decisions of the Board (e.g., a major equipment purchase funded by a block grant from the State).

- Be specific about benefits, agreement stipulations, fiscal stipulations, etc.

- When presenting agreements, clarify not only the obligations of the District, but the obligations of the other parties as well, indicate if the District has dealt with the other parties before.

- For staff development activities, agenda items should include how the activity will benefit staff, students, and the institution. If the activity relates to an adopted institutional goal, include that information.

- Agenda items for special projects/grant funding should include goals and objectives for the various grants (i.e., population to be served), and a comparison of what is being done at other community colleges, if appropriate.
When presenting change orders of $5,000 or more, the funding source for the additional funds must be identified.

F. **FUNDING SOURCE AND FINANCIAL IMPACT:** Where applicable, identify the funding source (e.g., General Fund, Bond Fund, grant funds, etc.). Do not provide a budget account number.

Where applicable, identify the financial impact the item will have on the program/department/campus.

G. **RECOMMENDATION:** This section is very important because it is the section that is used to prepare the minutes of the Board meeting, which become the legal record of action taken by the Board.

Be specific and complete about what is being requested. The recommendation must include, if appropriate, the following:

✓ who
✓ how much (cost)
✓ what
✓ the educational center and the office/area/center
✓ where
✓ for whom
✓ when

✓ **Agreements/Contracts:** Approval from the Board of Trustees is required for Agreements/Contracts exceeding $25,000 with companies and/or organizations, not with individuals.

If an agreement/contract is provided by the vendor, it will require review by District staff and, possibly, legal counsel. Thus, it is imperative that agenda items for agreements/contracts be submitted as soon as the required service has been identified in order to allow enough time for review prior to submittal to the Board of Trustees.

‼️ **Note:** The agreement/contract, with the vendor's signature, must accompany the agenda item for processing at the District level. The terms of the agreement/contract must match exactly the terms stated in the agenda item.

Also, the date entered into the agreement/contract (the last page of the District contractor agreement form) must be the date of the meeting the agreement/contract is to be approved by the Board of Trustees.
Preferred wording for the recommendation section includes:

Authorization is requested to enter into an Agreement/Contract with .......... (who - vendor) .......... to provide .......... (what) .......... services to the .......... (educational center, office/area/center) .......... beginning .......... (when) .......... and ending .......... (when) .......... for a total not to exceed $ ..... (how much). A copy of the agreement/contract will be on file in the District Business Office.

When presenting agreements, clarify not only the obligations of the District, but the obligations of the other parties as well; indicate if the District has dealt with the other parties before.

Note: If someone other than the Board President or Board Secretary is to sign an agreement/contract, then that must be requested in the "recommendation." However, the agreement/contract should not be signed until the Board has granted authorization to the individual.

Preferred wording includes: Authorization is also requested for the .......... (title of position) .......... to execute the agreement/contract on behalf of the District.

Donations: Along with the agenda item, submit a separate document indicating the name of the donor, business affiliation if appropriate, and complete address.

For donations to the education centers, indicate to which division, department/program the donation is being made, what the donation is, and identify the donor.


or

Authorization is requested for the following .......... (educational center/ departments/offices) .......... to accept the following donations:

For donations from within the District to an entity outside of the District, the item(s) to be donated must first be declared as surplus and then an agenda item is to be processed.

Note: The total value of the item(s) to be donated must not exceed $2,500.

Preferred wording includes:

Authorization is requested for the ....(educational center and division/department/office).... to declare as surplus and to donate ....(item to be donated).... to ....(identification of recipient).... per Education Code, Section 81452.

or

Authorization is requested for the ....(educational center and division/department/office).... to declare as surplus and to donate to ....(identification of recipient).... the following items per Education Code, Section 81452: (list the items).
TO: BOARD OF TRUSTEES  Action X
DATE: July 1, 2007
SUBJECT: Cypress College
Music Department
Donations

BACKGROUND: The Friends of the Cypress Masterworks Chorale frequently issues donations in the form of a check to the Music Department’s Masterworks Chorale instructional program.

How does this relate to the District-wide Strategic Plan: This item responds to Strategic Plan Goal #4: NOCCCD is a vital and integral part of the community. Specifically, Cypress College's strategy to develop, strengthen, and participate in collaborative relationships with business, civic, and community organizations.

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

FUNDING SOURCE AND FINANCIAL IMPACT: The Friends of the Cypress Masterworks Chorale's monetary donation will help defray costs associated with the Cypress Masterworks Chorale class.

RECOMMENDATION: Authorization is requested for the Cypress College Music Department to accept a monetary donation in the amount of $4,000 from the Friends of the Cypress Masterworks Chorale to be used for costs associated with the materials, preparation, concerts, and instructional program of the Cypress Masterworks Chorale (MUS 282C).
BACKGROUND: Businesses and individuals frequently donate supplies and equipment that are of value to the Fullerton College instructional program.

How does this relate to the District-wide Strategic Plan? This item responds to Strategic Plan Goal #4: NOCCCD is a vital and integral part of the community.

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

FUNDING SOURCE AND FINANCIAL IMPACT: The cash donation will help cover expenses associated with the Regional Career Development Workshop, which otherwise would have to be funded through the Counseling Division budget.

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

   To the Adaptive Services Center, a Magnasight Viewer from Ms. Alice Greening of Long Beach.

   To the Counseling Division, a $1,000 cash donation to host the Regional Career Development Workshop on Friday, March 11, 2005, from the Statewide Advisory Committee for Career Development
BACKGROUND: It is a requirement that the Board of Trustees declare and give permission to dispose of surplus equipment. The Cypress College Aviation Department has had two ground trainers since the inception of the program 37 years ago. These ground trainers have been out of service as instructional aids for many years because replacement parts were no longer available to fix them at the time they fell into disrepair. Additionally, the old technology represented by these ground trainers has been replaced with modern instructional equipment more representative of today’s aircraft. The ground trainers have no value to the instructional program.

The Planes of Fame Museum and Yanks Air Museum at the Chino Airport have supported the Cypress College Aviation Program by hosting the annual Flying Team Competition in which Cypress College students participate. These two organizations maintain museums appropriate to house the historic pilot training aids mentioned above. This item is submitted by Steve Donley, Dean, Vocational Education and Economic Development.

How does this relate to the District-wide Strategic Plan? This item responds to Strategic Plan Goal #4: NOCCCDD is a vital and integral part of the community. Specifically, Cypress College's strategy to develop, strengthen, and participate in collaborative relationships with business, civic, and community organizations.

How does this relate to Board Policy? This item is in compliance with Board Policy/Administrative Procedure 6550, Disposal of District Property.

FUNDING SOURCE AND FINANCIAL IMPACT: Not Applicable.

RECOMMENDATION: Authorization is requested to surplus and donate the two aviation ground trainers as listed below. Responsibility for the logistics and the payment of all costs of transport and delivery will be borne by the respective recipients.
#1 Frasca 100-D Ground Trainer, acquired in 1967 - donate to Planes of Fame Museum, Chino Airport, 7000 Merrill Avenue, Chino, CA 91710.

#2 Frasca 101-E Ground Trainer, acquired approximately 1970 – donate to Yanks Air Museum, 7000 Merrill Avenue, Chino Airport, 7000 Merrill Avenue, Chino, CA 91710.
Field Trips: Field trips are defined as any event that takes a student away from campus, including athletic, physical education, and other sport team events; class curriculum that requires mandatory and graded field trips (these are considered "voluntary" since students choose the selection of the course studies voluntarily); or class curriculum that requires classes to be held off site. **All out-of-country field trips, including Study Abroad Programs, require Board approval.**

Field trips included in approved course outlines **do not** require separate Board approval unless they are out-of-country trips. Field trips included in annual agenda items for various programs (e.g., Staff Development, Learning Communities, Honors Program, etc.) do not require a separate agenda item for the actual field trip as long as it is not out of the country.

**Note:** A separate agenda item is required for any out-of-country field trip.

Please refer to the *District Procedures for Excursions or Field Trips Within the United States or to a Foreign Country* outline, the *Check List for Out-of-State/Country Field Trips* form, the *Student and Other Participant in Voluntary Educational Field Trip/Study Abroad Program Release of Liability, Assumption of Risk and Medical Treatment Authorization* (page 42) or the *Student and Other Participant in Voluntary Field Trip Release of Liability, Assumption of Risk, and Medical Treatment Authorization* form (page 43). Although the **field trip forms on page 42 and/or 43 are required for all off-campus excursions/field trips**, in order for the District to validate compliance with the procedures for out-of-state/country travel, the **Check List for Out-of-State/Country Field Trip form must be submitted along with the agenda item that involves out-of-country travel.**

**Preferred wording includes:** Authorization is requested for the ....(educational center and division/program/office).... to conduct the following optional, out-of-country field trip:

- **Division/Program:** (Class or program name)
- **Purpose:** (Describe the purpose)
- **Date:** (Date(s) of the field trip)
- **Destination:** (Identify town, state, country)
- **Faculty:** (Identify faculty in charge of the field trip)
- **Transportation:** (Identify the mode of transportation)
- **Cost:** (Identify the cost items and the total cost to the District and students)
DISTRICT PROCEDURES FOR EXCURSIONS OR FIELD TRIPS WITHIN THE UNITED STATES OR TO A FOREIGN COUNTRY

It is the policy of the Board to protect the budget against catastrophic losses and minimize total risk management costs. Pursuant to that policy, the District is a member of the Alliance of Schools for Cooperative Insurance Programs (ASCIP), a Joint Powers Authority (JPA) providing certain self insurance for comprehensive general liability, property, boiler and machinery, equipment, automobile liability and physical damage, and crime. The District is authorized to participate in the JPA pursuant to Section 81603 of the Education Code. The District is also authorized to procure or required to secure certain liability insurance and other coverages pursuant to Education Codes 72506, 72508, 81601, and Section 55450 of Title 5 of the California Code of Regulations.

The procedures for excursions or field trips have been developed in order to minimize any adverse liability to the Colleges and District.

The District may:
1. Conduct field trips or excursions within the United States or to a foreign country for students enrolled in its colleges;
2. Engage instructors, supervisors or other personnel employed by the District or College for the field trip or excursion;
3. Provide District or College equipment and supplies for the field trip or excursion;
4. Transport, contract to provide transportation, or arrange for transportation of students, instructors, supervisors or other personnel and equipment.

REQUIREMENTS FOR EXCURSIONS OR FIELD TRIPS WITHIN THE UNITED STATES OR TO A FOREIGN COUNTRY

1. **EQUIPMENT - DISTRICT/COLLEGE**
   Pursuant to Section 55450 of Title 5 of the California Code of Regulations, the District shall provide insurance for all College/ District equipment provided or used on the excursion or field trip. Each College shall maintain a list of all such equipment and shall be responsible for any loss up to $5,000. The District shall be financially responsible for any loss in excess of $5,000.

2. **EQUIPMENT - STUDENT, INSTRUCTORS, OTHERS**
   Neither the College nor the District is liable for damage or loss to equipment or other personal property belonging to students, instructors, supervisors or other personnel participating or engaged in the excursion or field trip. Insurance coverage for such damage or loss is not carried or provided by the College or District.

3. **LIABILITY FOR INJURY, ACCIDENT, ILLNESS OR DEATH**
   Pursuant to Section 55450 of Title 5 of the California Code of Regulations, all persons making the field trip or excursion shall be deemed to have waived all claims against the District for injury, accident, illness or death occurring during or by reason of the field trip or excursion. All adults and all parents or guardians of minors participating in the field trip shall sign a statement waiving such claims.
4. **MEDICAL, HOSPITAL AND TRIP CANCELLATION INSURANCE**

Pursuant to Section 55451 of Title 5 of the California Code of Regulations, the District/College conducting excursions or field trips shall provide or make available, medical service, hospital service, or both, or individual policies of accident insurance from an authorized insurer for students while participating in the excursion or field trip. The cost of the insurance may be paid by College/District funds or by the insured or his or her parent or guardian.

Typically the out-of-country excursion or field trip is arranged by and through a travel agency. Generally, but not always, medical, hospital treatment insurance, and trip cancellation insurance are included in the cost of the trip. **This is not District insurance.** It is generally provided by an insurance carrier used by the travel agency. **All participants must carry Trip Cancellation and Study Abroad Medical Insurance.** Requests for quotation of cost for Study Abroad Medical Insurance must be made to the District at least six (6) weeks in advance of the trip with complete information regarding the trip and the anticipated number of participants.

It is the practice of the College/District to make available such insurance through the travel agency arranging the trip or the College Health Center. However, the student accident policies carried by the Colleges exclude illness and coverage for excursions and field trips to foreign countries. Furthermore, twenty-four hour coverage is not provided and coverage for excursions and field trips are restricted to traveling to and from the trip destination.

**As respects Items #3 and #4 above, it is the responsibility of the College to obtain a signed Student and Other Participant in Voluntary Field Trip Release of Liability, Assumption of Risk, and Medical Treatment Authorization or the Student and Other Participant in Voluntary Educational Field Trip/Study Abroad Program Release of Liability Assumption of Risk, and Medical Treatment Authorization (see attachments) by everyone participating or engaged in the excursion or field trip. All minors must have this form signed by their parent(s) or guardian(s). Original copies of the Student and Other Participant in Voluntary Field Trip Release of Liability, Assumption of Risk, and Medical Treatment Authorization forms shall be maintained by the College for at least one (2) years after the completion of the excursion or field trip. The District shall be notified prior to the destruction of the Waiver and Release forms.
BOARD AGENDA CHECK LIST
FOR OUT-OF-STATE/COUNTRY FIELD TRIPS/EVENTS

1. The “Student and Other Participant in Voluntary Field Trip Release of Liability, Assumption of Risk, and Medical Treatment Authorization” or the "Student and Other Participant in Voluntary Educational Field Trip/Study Abroad Program Release of Liability, Assumption of Risk, and Medical Treatment Authorization" has been completed and signed by all participants?

☐ Yes  ☐ Will obtain after participants identified  ☐ No

If “No,” explain: ____________________________________________________________

2. Additional coverage must be purchased for out-of-country field trips/events. Has additional insurance been obtained for:

☐ Trip cancellation  ☐ Hospital treatment and medical

If not, explain: ____________________________________________________________

3. As the Mexican government does not recognize U.S. auto insurance for coverage in their country, it is understood Mexican auto insurance will be purchased prior to crossing the border for vehicles being driven into Mexico. Certificate of Insurance must be attached to Expense Report and forwarded to the District Business Office.

Authorization:

_________________________________  ___________________________________
Administrator College President/Provost

All forms must be maintained on campus by the Division Dean for a minimum of two (2) years.
EDUCATIONAL FOREIGN TRIP/STUDY ABROAD PROGRAM
ASSUMPTION OF RISK, INDEMNITY, AND RELEASE AGREEMENT

Participants Name: ____________________________ hereby requests participation in the following program:

Destination and Description of Activity: ____________________________

Departure Date: ____________________________ Return Date: ____________________________

Sponsor in Charge: ____________________________ Position/Department: ____________________________

In this agreement, the term "District" means North Orange County Community College District, its trustees, officers, agents, staff, employees, successors, assigns, and legal representatives.

ASSUMPTION OF THE RISK

I understand that the trip/program will be conducted in a foreign country. I also understand and agree that the District has not made, does not make, and cannot make any representations whatsoever regarding any acts and/or omissions as to my personal safety or that of my property, while I am participating in this trip/program since such matters are beyond the actual direct control of the District.

As consideration for the benefits I am to receive from participation of this trip/program, I acknowledge and agree that I assume all risks associated with foreign travel and living and studying abroad. I am voluntarily participating in this activity with full knowledge of the risks involved, and I hereby agree to accept any and all risk of injury and death, whether foreseen or unforeseen, known or unknown. I understand that the risks may include but are not limited to: (1) the dangers of travel to, from, and around the location of the program of study abroad; (2) unfamiliarity with local laws, culture, or customs; (3) exposure to sickness and disease, or allergic reaction; (4) unavailability of, or sporadic availability of, adequate medical assistance and health care facilities; (5) all risk and responsibility (financial or otherwise) for my medical needs; (6) war, insurrection, rebellion, or riot; (7) difficulty in passing through customs; (8) terrorisms and terrorist acts; and (9) bodily injury, death, property loss and/or damage, kidnap, extortion, and incarceration.

RELEASE

As consideration for being permitted by the District to participate in the trip/program of foreign study, I release the District from any and all claims related to any loss, injury, or damage that may be sustained by me, including loss of life, personal injury, or property damage.

It is further understood and agreed that this release extends to all claims and demands referred to in this agreement, of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, and that all rights under Section 1542 of the Civil Code of California are hereby expressly waived.

Section 1542 of the Civil Code reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
INDEMNITY

I agree to indemnify and hold harmless the District from any injuries, losses, damages, liabilities, claims, causes of action, penalties, judgments, costs, and expenses (including reasonable attorneys' fees), which arise due to my negligence with respect to the trip/program of foreign study and my participation in the program.

I agree that neither I nor my legal representatives, including my family, heirs, assigns and personal representative may make a claim against, sue or attach the property of the District for any injury to person or damage to property arising out of my participation in the trip/program of foreign study.

I understand and agree that the District or other institution that is administering the program reserves the right to cancel without penalty the offering and conduct of the trip/program of the foreign study in which I will be participating and that the District or other institution that is administering the program may make any alterations, deletions, or modifications in the program as it, in its sole discretion, deems necessary or appropriate.

I understand and agree that the District or other institution administering the program, at its sole discretion, can require me to return to the United States before the end of the trip/program.

I further understand and agree that, while participating in the trip/program, I will continue to be subject to the rules of conduct and discipline applicable to students enrolled in the District.

Should any portion or clause of this agreement be found or declared by a court of competent jurisdiction to be unenforceable, unconstitutional, or otherwise invalid, such findings shall not affect the enforceability of validity of the remainder, and the unenforceable portion shall be severed from this agreement without affecting the validity of the remainder.

This agreement shall be governed and controlled by the laws of the State of California, and jurisdiction as to all matters under this release is vested in the Superior Court of Orange County.

I am at least 18 years of age or older. I have carefully read this ASSUMPTION OF RISK, INDEMNITY AND RELEASE AGREEMENT before signing it. I understand this is a release of liability whereby I give up my right to sue the District in any way related to my participation in the District's trip/program of study abroad. I further agree to indemnify (reimburse) the District for damages caused by my negligence related to my participation in the program of foreign study. It is my intent to assume all risks related to my participation in this trip/program of study abroad. I do so knowingly and voluntarily. No representations or statements, oral or written, have been made to me to sign this agreement.

__________________________________________________________ Dated: __________________________
Student Signature

__________________________________________________________ Date of Birth: __________________________
Printed Name

Created 5/23/07
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
1830 W. ROMNEYA DRIVE, ANAHEIM, CA 92801

STUDENT AND OTHER PARTICIPANT IN VOLUNTARY FIELD TRIP
RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND MEDICAL TREATMENT AUTHORIZATION

Student's/Participant's Name: ____________________________________ hereby requests participation in the following field trip:

Destination and Description of Activity: ________________________________________________________________

Departure Date: ____________ Time: ____________ Return Date: ____________ Time: ____________

Sponsor in Charge: _______________________________________________ Position: ____________________________ Telephone: ____________________________

Type of Transportation:  ____  I will use transportation provided by North Orange County Community College Dist. (District)
____  I will accept responsibility for arranging my own transportation.

Health or special needs: Check as appropriate.

- I have no special health needs the staff should be aware of, and no medication is required on the trip.
- I have a special need, and instructions are attached. Number of attached pages: ____________
- Other: ____________________________________________________________

I understand that District employees are not trained or capable of handling medical emergencies, dispensing medication or administering injections and therefore, in the event of illness or injury, I do hereby consent to whatever x-ray examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services. It is understood that the resulting expenses will be the responsibility of the student/participant. Further, I fully understand that participants are to abide by all rules and regulations governing conduct during the trip.

As a condition of my participation in this activity, and as provided for in California Code of Regulations, Subchapter 5, Section 55450, I understand and agree to release, indemnify, defend and hold harmless (on behalf of myself and any minor children or an incompetent person for whom I have the capacity to contract) the District, its officers, agents, and employees, from any and all liability of claims, demands, losses, causes of action, expenses (including attorneys' fees), suits or judgments of any kind whatsoever that I, my heirs, executors, administrators or assignees (and any minor children or an incompetent person for whom I have the capacity to contract) may have against the District or that any other person or entity may have against the District because of my death, bodily injury, personal injury, or illness, or because of any loss to property that may arise out of or in any way be connected with the above-described excursion/field trip. I accept that the activity to which this release applies can be dangerous and as a result of signing below, I am accepting these risks for myself and any minor participants or an incompetent person for whom I can contract.

I further acknowledge that the District does not provide any type of insurance including liability, collision, comprehensive or medical coverage for students who provide their own transportation or provide transportation to other individuals in connection with an excursion/field trip activity. I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE AS IT APPLIES TO MYSELF AND TO ANY MINORS OR AN INCOMPETENT PERSON I AM REGISTERING. (Parent or guardian must sign for students under 18 years of age or an incompetent person.)

________________________________________________________________________ Work Phone (____)____________________
Student/Participant Signature __________________________ Date __________________________

________________________________________________________________________ Work Phone (____)____________________
Student/Participant Name - Please Print __________________________ Date __________________________

Family Medical Insurance Carrier ____________________________________________ Policy Number: __________________________

(e.g., Blue Cross)

In the event of an emergency, please contact:

________________________________________________________________________ Work Phone (____)____________________
(Name) __________________________ (Relationship) __________________________

________________________________________________________________________ Work Phone (____)____________________
Home Phone (____) __________________________
Excursions/Field Trips Quick Check

All out-of-country field trips require Board approval either as part of the class curriculum or as a separate event. A field trip is any event that takes a student away from campus, including athletic, PE, and other sport team events; class curriculum that requires mandatory and graded field trips; or class curriculum that requires classes to be held off site.

If the Trip is Out-of-Country:

◆ Forward Board Agenda Item and Board Agenda Check List For Out-of-State/Country Field Trips/Events to Chancellor’s Office
  ▶ If the check list is not received with the agenda item, the item will not be placed on the agenda.

◆ Review the District Procedures For Excursions Or Field Trips Within the United States Or To A Foreign Country
  ▶ Include Trip Cancellation insurance in the Study Abroad Program package from the travel agency or the Study Abroad Program vendor.
  ▶ Obtain Study Abroad medical insurance.

◆ All students must complete the Student and Other Participant in Voluntary Field Trip Release of Liability, Assumption of Risk, and Medical Treatment Authorization
  ▶ Forms maintained on campus by division dean for a minimum of two years.

Please Note: Field trips included in class curriculum approved by the Board of Trustees do not require individual submission to the Board unless the field trip is out-of-country (see above instructions). However, the Student and Other Participant in Voluntary Field Trip Release of Liability, Assumption of Risk, and Medical Treatment Authorization form for each student needs to be obtained at the start of each semester.

Revised 4/15/07
BACKGROUND: The Fullerton College Physical Education Division proposes to offer an optional field trip July 22-31, 2007, to Fullerton College students who have completed PE249F Caribbean Diving Tour, CRN30529. This year’s tour will be to Malaysia/Borneo. An alternate local diving tour to Mexico will also be made available to students. Rhett Price, a full-time aquatics and scuba instructor will accompany the students and coordinate the diving tour. The tour offers students the opportunity to experience aspects of scuba diving in a foreign, tropical environment. This agenda item was prepared and submitted by Dr. Susan Beers, Dean of Physical Education.

How is this related to the District-wide Strategic Plan? This item responds to Strategic Plan Goal #1: Instructional programs provide the necessary basic skills training, current and relevant vocational skills, successful transfer preparation, and life-long learning options to meet the needs of our students and community.

How is this related to Board Policy? This item is in compliance with Board Policy/Administrative Procedure 4300, Field Trips and Excursions.

FUNDING SOURCE/FINANCIAL IMPACT: Students will pay their own expenses and the District will pay for the instructor's expenses.

RECOMMENDATION: Authorization is requested for the Fullerton College Physical Education Caribbean Diving Tour class to conduct the following optional, out-of-country field trip:

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<tr>
<th>Division/Class:</th>
<th>Physical Education, PE249F Caribbean Diving Tour</th>
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<tr>
<td>Purpose:</td>
<td>To offer students the opportunity to experience the aspects of diving in a foreign, tropical environment.</td>
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<tr>
<td>Date:</td>
<td>July 22-31, 2007</td>
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<td>Destination:</td>
<td>Malaysia/Borneo</td>
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<td>Faculty:</td>
<td>Rhett Price, Instructor</td>
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<td>Transportation:</td>
<td>Major airline</td>
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<td>Cost:</td>
<td>$2,350 per person; students will pay their own expenses.</td>
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Institutional Memberships: Institutional membership subscriptions are submitted for Board approval on an annual basis. During the months of March or April the current list of institutional membership subscriptions is distributed to the appropriate division deans, administrators, and managers who are responsible for deleting or adding new memberships. A membership renewal/deletion form for updating subscriptions can be found on page 49. If information on a membership is not received, it will be deleted from the annual list and individual approval will be required.

Per Administrative Procedure 6100, Delegation of Authority, The College Presidents, Provost, Vice Chancellors, or Chancellor may approve new institutional memberships for $1,000 or less throughout the year; individual agenda items are not required. The Membership Rationale form must be forwarded to the Vice Chancellor, Finance and Facilities, for inclusion in the annual list.

New institutional memberships that exceed $1,000 require Board approval and an agenda item must be submitted.

Note: A rationale form must be submitted for every new membership subscription.

Preferred wording for the recommendation section includes:

Authorization is requested for the ...(educational center/organization, office/area/center)... to obtain an institutional membership in the ...(organization)... for an annual membership fee of ...(how much)... for the period ...(beginning date)... through ...(ending date).
MEMBERSHIP RENEWAL FOR 2007-08

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<th>Budget Number</th>
<th>Name of Institution</th>
<th>Cost</th>
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MEMBERSHIP DELETION FOR 2007-08

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<th>Name of Institution</th>
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MEMBERSHIP RATIONALE
(For New Memberships Only)

Name of Organization: ________________________________________________
___________________________________________________

Requesting College/Department: ________________________________________

Cost of Membership: ____________  Budget Number: ________________

CHECK ONE:

☐ Required for Accreditation/Certification  ☐ Professional Development
☐ Strongly Recommended by Professional Associations  ☐ Business/Private Linkages

Background (instruction, professional development, community involvement, etc.)

What programs will be affected and how?

Is this a new membership:  ☐ Yes  ☐ No
Is this membership a renewal?  ☐ Yes  ☐ No
If yes, years of participation: _________

Administrative Approval: ______________________________________________

Board Approval Date: _______________
First-Time On-Campus Events: For first-time, on-campus events, workshops, and staff development activities that include expenditures for refreshments that exceed $1,000 per event be sure to identify who will benefit or participate in the activity.

Preferred wording for the recommendation section includes:

Authorization is requested for the .....(educational center/organization, office/area/center).... to offer ....(what).... to approximately ....(who and how many).... on the topic of ....(what topic).... on ....(when - date).... for a cost not to exceed $..(how much).... for ....(refreshments, supplies, lodging, etc.).

Ongoing Campus Events: It is advised that on a yearly basis an agenda item be submitted requesting authorization for the College President and/or Provost to execute agreements for those programs/offices that sponsor annual, ongoing campus events throughout the year and include expenditures for independent contractor agreements or refreshments that exceed $5,000 per event.

Preferred wording for the recommendation section includes:

Authorization is requested for the .....(educational center/organization, office/area/center).... to provide refreshments for ....(what type of events).... throughout the ....(academic year).... for ....(who).... at a total cost not to exceed $..(how much). Further authorization is requested for the College President/Provost to execute any related agreements on behalf of the District.
BACKGROUND: The Cypress College Staff Development Committee is committed to strengthening the college community by providing opportunities for the professional and personal growth of all members of the Cypress College staff. Furthermore, there is a commitment to making staff development a shared effort involving the total staff, to making it a staff-driven process, and to offering an eclectic array of staff development opportunities. The following activities are consistent with the Cypress College 2004-2008 Strategic Plan, statewide staff development guidelines, accreditation standards, and the federal Title V guidelines, as applicable:

• new faculty, classified staff, and manager orientation and mentoring programs
• all-campus Fall and Spring Opening Day meetings and staff recognition activities in May
• flex workshops, including instructional development workshops and activities
• Student Learning Outcome training activities for the entire college community
• travel/conference attendance for faculty, managers, and classified staff
• training in new technologies and alternative instructional deliveries
• equipment and material purchases for the Teaching Learning Center (TLC) and Teaching Effectiveness Center (TEC) in the new Library/Learning Resource Center
• coordination of the Online Education Program
• leadership training, i.e. CC Leadership Enhancement & Development Series
• activities to promote effective communication and collaboration among those in the college community

One of the priorities of the Staff Development Program is to provide orientation and mentoring programs for faculty, classified staff, and managers. In collaboration with Fullerton College, we will continue to offer a year-long district-wide New Faculty Seminar for new tenure-track faculty. We also subscribe to www.4faculty.org, an online training program designed for both adjunct instructor and full-time instructors. In collaboration with the District Joint Staff Development Chairs Committee, we are in the process of developing a campus Classified Staff Orientation and Mentoring Program, as part of a district-wide Classified Staff Orientation Program. A similar program for new managers will also be developed at the campus and district levels. We will also be offering the Hire Me! Workshops for prospective employees.

Another goal of the program is to provide opportunities for faculty, classified staff, and managers to keep current in their discipline or work assignment, increase sensitivity to
diversity in the classroom and on campus, and learn new technology skills to enhance student learning and support student and campus services. Funding for conference attendance will be made available, as well as scheduling on-campus workshops for professional development that directly support the Strategic Plan and meeting the goals of the Title V grant. On-campus workshops in using brain-based research to enhance instruction and student services, in creating effective learning communities, and in writing measurable student learning outcomes to enhance student learning in and out of the classroom are just a few of the workshop series planned for the coming year. A major emphasis will be to train all personnel in new technologies, including MSOffice Suite including ACCESS, PAR Grade and PAR Score, technology-mediated teaching, WebStar upgrades, instructional website development, and hybrid/online training.

A third goal of the program is to provide more opportunities for leadership development activities and team-building events to improve the campus climate and collaboration and communication. We are currently planning the Fall and Spring Opening Day events including a generational perspective on working together effectively, the year-long Cypress College Leadership Enhancement & Development Series, and end-of-the-year recognition events for all members of the college community. In addition, Staff Development is collaborating with Academic Computing and the Office of Public Information to create a web-based staff directory. This agenda item was prepared by Nancy Deutsch, Staff Development Coordinator.

How does this relate to the District-wide Strategic Plan? This item relates to District-wide Strategic Plan Goal #5, Effective leadership and decision-making are based on an inclusive process that uses data, standards, law, policies, and procedures. Specifically, Cypress College's strategy to improve communications and understanding among all members of the campus community.

How does this relate to Board Policy? Not applicable.

FUNDING SOURCE/FINANCIAL IMPACT: Funding sources include college funds, remaining carryover of Telecommunications Technology and Infrastructure Plan (TTIP) monies, funds allocated from the Title V Grant, and monies generated by Staff Development fund-raising events.

RECOMMENDATION: Authorization is requested for Cypress College Staff Development to expend $65,000 allocated from college funds, the remaining TTIP funds, monies from fund-raising events, and Title V funds for its comprehensive annual program for the academic year 2005-2006, which may include, but not be limited to, the following specific activities:

- $30,000 to fund off-campus travel and conference attendance for faculty, managers, and classified staff, allocated through the Staff Development Conference Funding Request process.
• $3,000 for new faculty and new classified staff orientation programs, including subscription to www.4faculty.org
• $7,000 for fall and spring Opening Day events, the Classified Appreciation Luncheon, and the end-of-the-year employee recognition event.
• $25,000 for professional development events, such as brain-based research workshops; measurable student learning outcomes development workshop series; a generational perspective workshop on working effectively; crosscultural awareness workshops; all-campus great teaching colloquium; and technology training workshops.

Authorization is requested for the funding of necessary related costs as events take place, including, but not limited to, supplies, meals, lodging, conference registration and other expenses, promotional activities, contracted services, training materials, recognition awards, consultants, professional expert, and reassigned time. Specific agenda items and independent contractor agreements will be provided for Board approval at appropriate times.

Further authorization is requested for the Cypress College President to execute all contracts, including, but not limited to, group booking contracts and agreements and Independent Contractor agreements.

Marjorie D. Lewis
Recommended by Approved for Submittal Item No.
G. **RECOMMENDED BY:** The originating office administrator signs the "recommended by" line on the agenda items forwarded to the respective educational center supervisor. The educational center supervisor (e.g., College President, Provost, Vice Chancellor, etc.) signs the "recommended by" line on all agenda items forwarded to the Chancellor's Office or to the District Manager of Instructional Resources, Funds/Business.

VI. **GENERAL WRITING TIPS**

- Write uncomplicated sentences in subject, verb, object order.
- Keep in mind that the reader may not be as familiar with the subject as the writer. In addition to Trustees, readers may include employees, students, reporters, or community members.
- Get to the point, but help the reader understand what it is.
- Write from a frame of reference for the reader; identify key points.
- Write concisely; but completely. The goal is to provide information that will help Trustees make their decisions with a clear understanding of the background, impact and budget, without unnecessary or extraneous verbiage.
- Use Spell Check and Grammar Check to review your agenda item.

VIII. **GENERAL INFORMATION**

Please feel free to contact the Chancellor's Office (714/808-4797) for clarification on any of the preceding.

Updated: April 1999
August 1999
February 2001
July 2001
August 2001
October 2003
June 2005
October 2005
Spring 2007
Summer 2007
Revised Summer 2007