



## **District Consultation Council Meeting**

**May 23, 2016**

**2:00 p.m.**

**Anaheim Campus Room 105**

**Videoconferencing of the meeting will be available at Cypress College Room 301 and  
the Fullerton College President's Conference Room A**

### **AGENDA**

#### **SUMMARY:**

1. April 25, 2016 Summary F. Williams

#### **PLANNING ITEMS**

1. Budget Update B. Fahnestock
2. Strategic Plan Fund Proposal: District-wide Universal Design Initiative C. Li-Bugg
3. Draft Report of the Mid-term Educational Master Plan Review and Update  
(*Draft report provided under separate cover*) C. Li-Bugg
4. Institutional Effectiveness Partnership Initiative (IEPI) Reporting C. Li-Bugg
5. College and Career Access Pathways Partnership Agreement Template C. Li-Bugg

#### **POLICY ITEMS**

1. Chapter 2, Board of Trustees F. Williams  
Revised AP2710, Conflict of Interest
2. Chapter 4, Academic Affairs F. Williams  
Revised BP/AP4250, Probation, Dismissal, and Readmission
3. Chapter 5, Student Services F. Williams  
Revised AP5050, ~~Matriculation~~ Student Success and Support Program

#### **OTHER ITEMS**

1. Teaching Assistant Proposal D. Clahane

**DISTRICT CONSULTATION COUNCIL**  
**April 25, 2016**

**SUMMARY**

**MEMBERS PRESENT:** Brenda Carpio, Dana Clahane, Victoria Deemer, Cathy Dunne, Brian Fahnestock, Richard Fee, Sam Foster, Adam Gottdank, Jolena Grande, James Hohbein, Tina Johannsen, Sharon Kelly, Cherry Li-Bugg, Deborah Ludford, Rod Lusch, Valentina Purtell, Greg Schulz, Bryan Seiling, Bob Simpson, Pete Snyder, Kai Stearns Moore, and Fred Williams.

**SUMMARY:** The summary of the March 28, 2016, meeting was approved as submitted.

**PLANNING ITEMS**

**Budget Update:** Brian Fahnestock, Interim Vice Chancellor of Finance & Facilities, provided the following information:

Full-time Faculty Obligation: Mr. Fahnestock distributed a handout which outlined the State-wide Full-time Faculty Obligation (FTFO) and FTES ratio by college district to help explain the inequity related to the FTFO. The document listed the State-wide FTFO average at 449.10, and the NOCCCD FTFO at 544.8, which he stated results in a difference in funding of \$6.88 million for the District. While it appears that the Department of Finance has finally recognized the inequity in funding related to the FTFO, it is not anticipated that the issue will be resolved anytime soon due to the multiple variables and competing interests among the 72 community college districts.

CTE Courses: Interim Chancellor Fred Williams reported on his attendance at the recent Orange County and Los Angeles Regional Consortia CEO Summit to discuss Career and Technical Education (CTE) courses. He stated that CTE courses make up 49% of the classes offered at Cypress College, and 39% at Fullerton College; by comparison, Irvine Valley College only offers 13%. He expressed concerns about the high cost of CTE programs, the need for continued advocacy for differential funding, and the looming possibility of CTE funding being diverted to the regional consortium instead of directly to the colleges.

May Revise: Interim Vice Chancellor Fahnestock also stated that it is anticipated that the Governor's May Revise will include a decrease to COLA, and a \$100 million base increase to offset the 20% increase to PERS/STRS costs.

FTES Growth: Mr. Fahnestock also distributed a handout that included the District's total FTES growth percentage for fiscal year 2014-15, and projected growth for 2015-16 and 2016-17. Interim Chancellor Williams expressed concern with overall growth and FTES targets. He reported that while Fullerton College is on target, Cypress College is below target, and SCE is significantly below target with concerns related to their ability to grow and maintain growth. Additionally, SCE is facing a reporting anomaly which includes fiscal ramifications that are estimated to be between \$800,000 and \$4 million. It was also noted that Cheryl Marshall, incoming Chancellor, has expressed a desire to create a District-wide enrollment management committee to discuss other methods of generating FTES.

## POLICY ITEMS

### **Chapter 2: Board of Trustees:**

**Revised AP2431, Chancellor Selection:** AP2431 was presented, for a first reading, with revisions to reflect the change from “Director of Equity and Diversity” to “District Director of Diversity and Compliance;” revisions to Section 3.3; and corrections to the “Reference” section to include corrections to the ACCJC accreditation standard and the addition of WASC/ACS standards for the School of Continuing Education. **There was consensus to approve revised AP2431 and it will be posted on the District’s website.**

**Revised AP2710, Conflict of Interest:** AP2710 was also presented for a first reading, and included changes throughout the administrative procedure and the “Reference” section which were made at the request of the California Fair Political Practices Commission (FPPC). During the discussion, questions arose related to positions within the School of Continuing Education, and it was determined that **this item will return to the May meeting for further review and consideration.**

### **Chapter 6: Business and Fiscal Affairs:**

**Revised BP6320, Investments:** BP6320 was presented as a second reading with a with the addition of Section 1.1 to include the Other Post Employment Benefit (OPEB) Irrevocable Trust and its separate Investment Policy Statement which is available for review on the District website. In the ensuing discussion concern was voiced related to permitted investments in asset-backed securities, and Interim Chancellor noted that, while allowable, the District chooses to solely invest in the Orange County Investment Pool. **There was consensus, with one noted abstention, to approve revised BP6320 and it will be forwarded to the Board of Trustees for consideration.**

**Revised AP6150, Designation of Authorized Signatures:** AP6150 was presented as a first reading with revisions to Section 1.1.9 to include the “Manager, Campus Accounting” (formerly the “Director of Budget and Finance”) and to update the Public Contract Code dollar amount in Section 1.5. **There was consensus to approve revised AP6150 and it will be posted on the District’s website.**

## OTHER ITEMS

**Policies and Procedures Workgroup:** As a follow-up to the previous discussion related to the review of all board policies and administrative procedures, Interim Chancellor Williams stated that all policies and procedures with an adoption/revised date of 2010 or older must be revisited in order to ensure compliance with accreditation guidelines. As part of the review, a number of board policies and administrative procedures will be updated to include SCE accreditation standards in the “Reference” section. He also noted that a member of Chancellor’s Staff will be assigned as the lead for each chapter, and they will be tasked with convening a workgroup to validate any necessary changes.

**“Coffee with the Board and Chancellor” Events:** Interim Chancellor Williams encouraged attendance at the upcoming Coffee with the Board of Trustees and Chancellor events in order to participate in the discussion of important issues facing the District. He informed the group that Dr. Marshall plans to attend the Fullerton College and SCE coffee events.

**Fullerton College Student Representative:** Greg Schulz, Fullerton College President, introduced Jameson Hohbein as the new Fullerton College Associated Students representative to the District Consultation Council.

**Dual Enrollment:** In response to an inquiry related to dual enrollment, Mr. Williams stated that the District is exploring the possibilities of offering dual enrollment courses, due to expressed interest in pursuing it. Currently some courses are offered at local high schools, but college and District administrators are meeting to create far more robust programs. He noted that dual enrollment courses were advantageous for the District because not only would they generate revenue, but they would also assist to establish a relationship between the colleges and high school students.

**Teaching Assistants for Faculty Members:** Fred Williams noted that Dana Clahane, United Faculty Vice President, had previously suggested implementing a teaching assistant pilot program in an effort to reduce the cost of generating FTES for the District. During the subsequent discussion, questions were raised on: 1) the duties of the teaching assistants; 2) how the pilot program could be implemented; 3) whether it's implementation would need to be negotiated; 4) the role of the Academic Senates; 5) the use of staff development funds to provide necessary training; and 6) the SCE ESL program's current involvement in a teaching assistants partnership program with California State University, Fullerton. It was recommended that the academic senates initiate a dialogue with their constituencies in order to report back to the DCC, and that Dr. Clahane would draft an initial concept document for circulation to the group as well.

**ADJOURNMENT:** The meeting adjourned at 3:58 p.m.

North Orange County Community College District

# DISTRICT CONSULTATION COUNCIL

Agenda Item Submittal Form

Date: May 16, 2016

From: Cherry Li-Bugg

Re: Agenda Item for District Consultation Council Meeting of May 23, 2016

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1. AGENDA ITEM NAME

**Strategic Plan Fund Proposal: District-wide Universal Design Initiative**

2. AGENDA ITEM ACTION (Please check one and fill in date, if appropriate.)

Information Only		Second Reading	X
Review/Discussion	X	Action	X
First Reading		Required Decision Date	

3. ESTIMATED TIME REQUIRED FOR PRESENTATION/DISCUSSION: **20 minutes**

4. BRIEF NARRATIVE SUMMARY OF AGENDA ITEM: **The solicitation for proposals for the District's Strategic Plan Fund ended on March 1, 2016. Thus far, only one proposal was submitted. Adam Gottdank submitted a proposal to implement a District wide initiative on Universal Design. Proposal is attached to this agenda item.**

5. RECOMMENDATION **It is recommended that the District Consultation Council discuss and decide on funding for the District-wide Universal Design Initiative with a cost range of \$190,625 to \$243,925.**

Submitted by Adam Gottdank

1. Identification of a member of District Consultation Council to be the key contact for the proposal. This individual may speak to the proposal or bring those necessary to answer questions regarding the proposal to District Consultation Council when proposals are considered:

Adam Gottdank, SCE Academic Senate President

2. Identify the District Strategic Direction/Objective/Action Plan and/or campus Strategic Plan initiative to be the focus of the proposal:

The Universal Design project will support the first three District Strategic Directions:

- District Strategic Direction 1. The District will annually improve the rates of completion for degrees, certificates, diplomas, transfers, transfer-readiness requirements, and courses.
- District Strategic Direction 2. The District will annually make progress toward eliminating the documented achievement gap among race/ethnicity groups.
- District Strategic Direction 3. The District will annually improve the success rate for students moving into: The highest level possible credit basic skills courses in mathematics, English, and English-as-a-Second-Language from noncredit basic skills instruction in the same discipline; and, College-level courses in mathematics, English and English-as-a-Second-Language from credit basic skills courses in these disciplines; and, The next higher course in the sequence of credit or noncredit basic skills courses in mathematics, English and English-as-a-Second-Language.

Adoption of a Universal Design approach to learning will help improve completion rates, help reduce the achievement gap, and provide more opportunity for students to be successful and transition to the next levels of their educational goals.

3. Identify the one-time and/or ongoing costs of the proposal. Include personnel, maintenance, facilities and infrastructure costs in the on-going costs of the proposal:

Proposals range in cost from \$149,000.00-\$202,300.00. Universal Design stipend and catering costs are estimated to be \$41,625.00. Total range of cost would be: \$190,625.00-243,925.00.

4. Identify the measurable outcomes:

Each proposal will vary, however, examples of expected outcomes include:

- District-wide understanding of the Universal Design mindset.
- More inclusive and accessible classrooms.
- Improved academic outcomes for all learners.
- Institutional mechanisms for internal Universal Design training.
- District-wide cultural shift towards an inclusive Universal Design mindset.

- Established regional reputation as a Universal Design educational center for all learners.
- See timeline of activities below for more examples of outcomes.

5. Describe the impact to all entities of the district.

The Universal Design proposal will be a district-wide project, thus, all 4 district entities will be impacted. Universal Design recognizes the need for classrooms to be flexible so that individual student learning needs can be accommodated. Curriculum is developed so that students have a variety of methods to gain knowledge, they have several ways to demonstrate their knowledge, and instructors have multiple ways to engage individuals (leading to increased motivation and opportunities to challenge them). Overall student access is increased by decreasing barriers to learning for all students.

6. Provide a timeline of the activities to be completed:

The Universal Design Professional Development Project is expected to last 18 months. Examples of activities to be completed within the 18 months (each proposal may vary) include (based on a 7/1/16 start date):

- Completion of a needs assessment of each campus (10/2016)
- Faculty orientation on neurodiversity and learning needs, 25 faculty each campus, (11/2016)
- On-site professional learning sessions on Universal Design
  - First (11/2016): Neurodiversity, observations, protocols, leadership
  - Second (6/2017): Problem-based learning, formative assessment
  - Third (11/2017): Train the trainer, action plan for sustainability
- Three interactive, instructor-facilitated on-line Universal Design courses (between 11/2016-12/2017)
- Establishing campus-based professional learning communities (between 9/2016-12/2017)
- Conduct summative assessment, analyze data, and final report (12/2017)

7. Describe where the proposal has been discussed (district and/or campus):

The School of Continuing Education Academic Senate discussed the Universal Design professional development project during several Senate meetings, and voted to support the implementation of such a project at the 2/2/16 Senate meeting. The Cypress College Academic Senate discussed the Universal Design professional development project, and voted to support the implementation of such a project at their 2/11/16 Senate Meeting. The School of Continuing Education Provost's Cabinet discussed the Universal Design professional development project during several Cabinet meetings, and voted to support the implementation of such a project, including the costs associated with the project, at the 2/16/16 Cabinet meeting. The Fullerton College Academic Senate discussed the Universal Design professional development project during their 2/18/16 Senate meeting. This was a first reading for the Fullerton Senate. The concept seemed to be genuinely appreciated, and the idea will be re-visited at an upcoming Fullerton College Senate meeting for further discussion, or action.

8. Indicate if this is a currently funded project with reason for funding consideration.

This is not a currently funded project.

9. Identify the evaluation process for continuous improvement.

The proposals for a professional development project related to Universal Design include processes for on-going assessment and observations, the building of professional learning communities, adoption of a train the trainers model, and the development of an Action Plan for Sustainability.

Please see additional items submitted to supplement this application including:

- Universal Design Stipend and Catering Costs 2-26-16
- Background to the NOCCCD UD proposal 2-26-16
- Florida Consortium Postsecondary CA outline plus agreement (proposal) 2-5-15
- Landmark Proposal final NOCCCD Universal Design (proposal) 2-5-16
- Florida vs Landmark Proposals (a rough comparison) 2-5-16





Adam Gottdank <agottdank@sce.edu>

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## Universal Design Stipend and Catering Costs

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Lorenze Legaspi <llegaspi@sce.edu>

Fri, Feb 26, 2016 at 4:06 PM

To: Adam Gottdank <agottdank@sce.edu>

Hi Adam,

Per our discussion, below is an estimate of the expenses for stipends and catering costs for the Universal Design project.

**Stipends:** \$150 per day per faculty participant.

\$150 per day

x 3 days

\$450 per faculty

x 75 faculty participants

**\$33,750 total stipend cost**

**Catering:** \$35 per participant includes breakfast and lunch

\$ 35 per participant

x 75 participants

\$2,625 per training day

x 3 days

**\$7,875 total Catering**

**Total:**

**\$33,750 stipends**

**7,875 Catering**

**\$41,625 Total Costs**

Thanks!

-Lorenze

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**Lorenze Legaspi**

Manager, Administrative Services

North Orange County Community College District

School of Continuing Education

(714) 808-4672

[llegaspi@sce.edu](mailto:llegaspi@sce.edu)

## BACKGROUND:

### What is Universal Design? (Universal Design defined):

Public Law 108–364 (118 STAT. 1714), 108th Congress: “(19) Universal design.--The term ‘universal design’ means a concept or philosophy for designing and delivering products and services that are usable by people with the widest possible range of functional capabilities, which include products and services that are directly accessible without requiring assistive technologies) and products and services that are interoperable with assistive technologies.

Universal Design in Higher Education, From Principles to Practice (2<sup>nd</sup> edition), Burgstahler (2015): “The common thread in all these applications is that a diverse group of potential users can fully benefit from a product or environment in an inclusive setting (National Council on Disability, 2004). With UD, the user is not expected to adjust to the limitations of an inflexible product or environment; rather, the application is expected to adjust to the needs and preferences of the vast majority of its potential users. ...UD integrates both accessible and usable design features and seeks to make it possible for everyone to participate in an inclusive setting without being singled out. “

Universal Design for Learning (From Wikipedia): Universal Design for Learning (UDL) is an educational framework based on research in the learning sciences, including cognitive neuroscience, that guides the development of flexible learning environments that can accommodate individual learning differences. Recognizing that the way individuals learn can be unique, the UDL framework, first defined by David H. Rose, Ed.D. of the Harvard Graduate School of Education and the Center for Applied Special Technology(CAST) in the 1990s, calls for creating curriculum from the outset that provides:

- Multiple means of representation to give learners various ways of acquiring information and knowledge,
- Multiple means of expression to provide learners alternatives for demonstrating what they know, and
- Multiple means of engagement to tap into learners' interests, challenge them appropriately, and motivate them to learn.

Curriculum, as defined in the UDL literature, has four parts: instructional goals, methods, materials, and assessments. UDL is intended to increase access to learning by reducing physical, cognitive, intellectual, and organizational barriers to learning, as well as other obstacles. UDL principles also lend themselves to implementing inclusionary practices in the classroom. Universal Design for Learning is referred to by name in the Higher Education Opportunity Act (HEOA) of 2008 (Public Law 110-315).[6] It is also mentioned in the 2004 reauthorization of the Individuals with Disabilities Education Act (IDEA), which in turn refers to a legal definition of the term in the Assistive Technology Act of 1998. The emphasis being placed on equal access to curriculum by all students and the accountability required by IDEA 2004 and No Child Left Behind legislation has presented a need for a practice that will accommodate all learners.

### Why would we do a project like this?

- Universal Design is completely focused on students and student success & equity, in a pragmatic way that directly impacts the learning environment.
- If you want your instruction to be most effective with students who have diverse learning styles and strengths, and your instructional space to be the most accessible to all students, you will love Universal Design!

The concept of a Universal Design Project is easy to understand. We want experts in Universal Design to come to our campuses, take a look at what we do (they will sample our curriculum, instruction, instructional space, technology, etc. based on faculty who want to participate in the project), make recommendations on how we can integrate universal design into all aspects of instruction, and work with faculty to gain the tools they need to build universal design into their instructional practices.

### Origin of this proposal for the NOCCCD

The idea of bringing a Universal Design, Professional Development project to the NOCCCD was discussed during the 2014/2015 Strategic Conversation with the Board of Trustees. Students, faculty, staff, administrators and trustees discussed the idea conceptually. Most participants in the Strategic Conversation seemed to feel that Universal Design was an idea worth exploring.

Adam Gottdank began informally researching ideas, and consulted with the SCE Academic Senate, the SCE Provost's Cabinet, and a variety of colleagues. Based on recommendations from the SCE Academic Senate, Adam Gottdank contacted the following organizations to see if they would be interested in submitting a proposal for a Professional Development project focused on Universal Design. Adam was clear with the organizations that he contacted that no resources were approved yet, that multiple organizations were being contacted regarding the possibility of submitting a proposal for a UD project, and that the approval of any project would need to go through the shared governance processes for the schools and the district. Here is a very brief summary of the organizations Adam contacted:

1. Jordan Knab (Florida Consortium on Postsecondary): Submitted a proposal.
2. Cory Thomas (Fullerton College): Cory indicated that she is supportive of bringing a UD professional development project to our district. She would not be able to provide a Professional Development project on this scale, but would be happy to be a co-sponsor if we find the right project/group.
3. Linda Hecker and Manju Banerjee (Landmark College): Submitted a proposal.
4. Alen Davoudian (Cal State Northridge): Seemed interested but did not submit a proposal.
5. The EnACT Program (Sonoma State University): Did not received a response.

Adam/SCE contacted the organizations and provided a rough idea of what a project in the NOCCCD might look like, however, Adam shared that it would be good for the organizations to submit what they thought would be best for a project like this (they are the experts in UD!). The following outline was shared with the organizations that might submit a proposal:

1. Include all 3 schools (Cypress College, Fullerton College, SCE).
2. 25 Instructional Faculty per campus (75 total participants).
3. Faculty will move through a series of Professional Development activities as a cohort.
4. 1-1 ½ year project.
5. Provide a certificate of completion, and continuing education units.
6. Ideally, these 75 faculty would be able to provide training to other faculty members and administrators.
7. The proposal is geared toward our district as a whole. We want to look at Universal Design needs from a number of different perspectives such as:

- Curriculum
- Instruction
- Instructional space
- Technology
- Professional Development

Sample activities that might be included:

- Sample syllabi, curriculum, technology
- Survey instructional staff
- Provide activities for faculty e.g. teach how to incorporate Universal Design into a syllabus
- Provide on-going professional support
- Provide Professional Development workshops

SCE has received 2 proposals from schools who have expertise in Universal Design. SCE is recommending that the NOCCCD's District Consultation Council consider a request to set aside resources to fund a professional development project on Universal Design. The costs of the proposals that were submitted were \$149,000 and \$202,300, thus, the request would be to set aside \$202,300 for the project (plus \$41,625.00 for stipends and catering). SCE faculty and staff propose that a sub-committee made up of faculty and staff from all 4 NOCCCD entities be formed for the purpose of reviewing the 2 proposals, and for making a recommendation to the DCC for final approval. SCE is proposing that the two schools who have written proposals make presentations (separately) in a CCC-Confer/Webinar style presentation to the sub-committee. This will give the two schools the opportunity to share with us why they think we should choose their proposal. Both proposals seem great, and both schools seem like they really know what they are doing.

North Orange County Community College District

# DISTRICT CONSULTATION COUNCIL

Agenda Item Submittal Form

Date: May 16, 2016

From: W. Cherry Li-Bugg, PhD

Re: Agenda Item for District Consultation Council Meeting of May 23, 2016

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1. AGENDA ITEM NAME

Draft Report of the Mid-term Educational Master Plan Review and Update

2. AGENDA ITEM ACTION (Please check one and fill in date, if appropriate.)

Information Only		Second Reading	
Review/Discussion	X	Action	
First Reading		Required Decision Date	

3. ESTIMATED TIME REQUIRED FOR PRESENTATION/DISCUSSION: 20 minutes

4. BRIEF NARRATIVE SUMMARY OF AGENDA ITEM: In 2011, after two years of research, dialog and development, the North Orange County Community College District developed its comprehensive master plan (CMP).

The CPM is the long range planning document for the District that provides the overarching big picture guidance for all planning and decision-making throughout the District for a ten-year period (FY 2011 through FY 2020). The 2011-2020 NOCCCD Master Plan contains five Strategic Directions that focus planning efforts for the District and they are:

- Improve completion rates;
- Eliminate the achievement gap;
- Improve student success rates;
- Implement best planning practices; and
- Develop and sustain collaborative community projects and partnerships.

The District Strategic Directions are used in the formation of both the District and Campus Strategic Plans. These Strategic Plans are short-term in duration and include specific objectives and action plans that respond to the question, "How are we going to achieve the District Strategic Directions?" Evaluation of the District's effectiveness toward achieving its Strategic Directions and the short-term strategic plans is conducted annually and reported to the Board in the District's Annual Progress Report. In the annual reviews, it was noted that the linkage between educational planning and facilities planning in the existing CMP is not strong. With the passage of Measure J bond, the need to link educational planning with facilities planning became even more acute.

In late fall 2015, the Board decided to hire Cambridge West Partners to work closely with the Office of Educational Services and Technology to rectify the noted deficiencies in the existing CMP. For the past

six months, Cambridge West has gone to work in analyzing potential demand for the educational programs offered by the three educational entities of the District. They have also analyzed the District's FTES trend from 2004 to 2015. The Office of Educational Services and Technology and Cambridge West jointly composed a questionnaire for the instructional and student services divisions to solicit qualitative data regarding new programs, potential growth of existing programs and changes in pedagogical practices that might have implications for facilities design, construction and/or remodel. The division deans and directors, working collaboratively with the faculty, completed the questionnaires. The Vice Chancellor of Educational Services and Technology conducted follow-up interviews with the deans to validate and confirm much of the qualitative information expressed in the questionnaires. A bulleted list of key visions and concerns was developed for each division and is included in the body of the report for both colleges and the School of Continuing Education.

The combination of demand analysis, FTES trend analysis and vision statements expressed by the faculty and the deans enabled us to make space needs projections out to 2030. The following is a summary of the findings in the draft report:

#### District Official Service Area and Growth

The estimate for 2015 was roughly 937,300. The official District service area population is projected to become approximately 976,500 by 2020. The annual population growth rate for the District official service area is 0.82%. The median household income in 2015 is \$66,976, median home values were \$499,093, and the median age is 35.3. The area encompasses 24 zip codes, four of which are shared with Golden West College. In recent fall terms 75% of the enrolled students came from the zip codes within the District.

#### Cypress College Effective Service Area and Growth

The effective service area for the college encompasses 46 zip codes representing 27 cities. In recent terms 70% of the enrolled students came from zip code areas within the official District service area. From 2015 to 2020 the projected annual rate of population growth is 0.40%. Although the total population by 2020 is projected to be approximately 1,477,600, the extended population projection to 2025 anticipates roughly 1,514,000 residents. Educationally, 45% of all adults in the effective service area have only a high school diploma or less. Younger adults making career choices (ages 15-24) represent 15% of the total population. The majority ethnic group is Hispanic (48.1% by 2020). The Asian racial group is growing by 1.9% and by 2020 is expected to represent 22% of the total population.

From fall 2004 to fall 2015 the college experienced a 0.60% annual rate of FTES change. The volume of fall term FTES had declined since 2010, but increased in the 2014 and 2015 fall terms. Weekly student contact hours (WSCH) from fall term instruction is projected annually to grow by 1.6%. Considering both the existing instructional space and the projected WSCH growth, the college is expected to need 21 additional lecture rooms and 11 more laboratory rooms by 2030.

#### Fullerton College Effective Service Area and Growth

The effective service area for the college encompasses 39 zip codes representing 22 cities. In recent terms 77% of the enrolled students came from zip code areas within the official District service area. From 2015 to 2020 the projected annual rate of population growth is 0.64%. Although the total population by 2020 is projected to be approximately 1,582,700 the extended population projection to 2025 anticipates roughly 1,634,000 residents. Of all adults in the effective service area educationally 40% have only a high school diploma or less. Younger adults making career choices (ages 15-24) represent 15% of the total population. The majority ethnic group is Hispanic (48.9% by 2020). The Asian racial group is growing by 1.8% and by 2020 is expected to represent 21% of the total population.

From fall 2004 to fall 2015 the college experienced a 0.78% annual rate of FTES growth. The volume of fall term FTES has declined since 2010, but the 2014 and 2015 fall terms has shown an increase. Weekly student contact hours (WSCH) from fall term instruction is projected annually to grow by 1.8%. Considering both the existing instructional space and the projected WSCH growth, the college is expected to need 30-33 additional lecture rooms and 11 more laboratory rooms by 2030.

#### School of Continuing Education Effective Service Area and Growth

The effective service area for the college encompasses 49 zip codes representing 27 cities. In recent

terms 87% of the enrolled SCE students came from zip code areas within the official District service area. From 2015 to 2020 the projected annual rate of population growth is 0.66%. Although the total population by 2020 is projected to be approximately 2,220,000 the extended population projection to 2025 anticipates roughly 2,294,000 residents. Educationally 40% of all adults in the effective service area have a high school diploma or less.

The School of Continuing Education has a unique mission within the District. It offers noncredit instruction to the more vulnerable residents such as immigrants who may be English language learners. Among the principal cities served by the District there has been an annual average increase of 2.7% in the immigrant population between 2004-2014. In these same cities, between 2004-2014, there has been an annual average increase of 4.9% in the five-years of age or older population reporting that they speak English less than "very well." A second group of vulnerable residents that the School of Continuing Education serves are high school dropouts who now want to earn a General Educational Development (GED) Certificate. Among the principal school districts served by SCE there has been a decline in the high school dropout population. A third group of vulnerable residents that are served by the School of Continuing Education are adult learners who have achieved less than a high school diploma. Among the principal cities the percentage of residents with even less than a ninth-grade education has declined by 4.5% in five cities but increased by 10.7% in five other cities. The number of residents with between a ninth and twelfth-grade education, and no diploma, has decreased by 8.6% in five cities and increased by 12.8% in five other cities.

Across the State, participation rates in the adult schools operated by community colleges are traditionally the highest among older adults, ages 50+. In recent years 63% of the enrolled students at the School of Continuing Education are in the senior age range of 50+ years of age. The Hispanic ethnic group is the majority (43.5% by 2020). The Asian racial group is growing by 2.2% and by 2020 is expected to represent 22% of the total population.

From fall 2004 to fall 2015 the School has experienced a 1.7% decline in the annual change rate of FTES. The volume of fall term FTES declined modestly between 2004 and 2010 but has declined to a greater degree annually since 2010 as the economy started to improve. Between 2010 and 2015 the full-time equivalent student (FTES) generated in the fall terms by the primary adult education providers in the state also dwindled to a greater degree than was the case at SCE. The School of Continuing Education has not been allocated any FTES growth for 2016-17, but has calculated future growth to 2020 at 2% for planning purposes. Considering both the existing instructional space and the projected FTES growth, the School of Continuing Education has outlined its short-term facilities needs at all three educational centers.

The draft report of the midterm educational master plan review and update is now complete and ready for review and discussion by DCC.

5. RECOMMENDATION It is recommended that the District Consultation Council review and discuss the draft report of the mid-term educational master plan review and update
6. OTHER PEOPLE CONSULTED, INFORMED OR ATTENDING MEETING ABOUT THIS ITEM  
Vice President's Council, Institutional Effectiveness Coordinating Council, Chancellor's Staff

North Orange County Community College District  
**DISTRICT CONSULTATION COUNCIL**  
Agenda Item Submittal Form

Date: April 14, 2016

From: Cherry Li-Bugg

Re: Agenda Item for District Consultation Council Meeting of May 23, 2016

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1. AGENDA ITEM NAME

**Institutional Effectiveness Partnership Initiative (IEPI) Reporting**

2. AGENDA ITEM ACTION (Please check one and fill in date, if appropriate.)

Information Only	X	Second Reading	
Review/Discussion		Action	
First Reading		Required Decision Date	

3. ESTIMATED TIME REQUIRED FOR PRESENTATION/DISCUSSION: 10 minutes

4. BRIEF NARRATIVE SUMMARY OF AGENDA ITEM: The Institutional Effectiveness Partnership Initiative (IEPI), launched in fall 2014, is a collaborative effort to help colleges and districts improve their fiscal and operational effectiveness while promoting student success

During Year One, the IEPI Advisory Committee developed a Framework of Indicators and on March 16, 2015, the Board of Governors reviewed and adopted the framework. The Framework of Indicators included 18 metrics in four categories. For Year One colleges/districts were directed to adopt short-term and long-term goals for four of the eighteen metrics. The Framework of Indicators measures the ongoing condition of the community colleges' operational environment in four major areas:

- ☐ Student performance and outcomes
- ☐ Accreditation status
- ☐ Fiscal health
- ☐ Programmatic compliance with state and federal guidelines

As a condition of receipt of Student Success and Support Program funds, each college is required to develop, adopt and post a framework of indicators that addresses at a minimum the four categories above.

For Year Two, the IEPI Advisory Committee's Framework of Indicators workgroup proposed modest modifications to the Framework of Indicators. The number of metrics in the Framework of Indicators increased from eighteen to twenty-two and the number of metrics colleges/districts



are to adopt short and long term goals increased from four to eight. The Year Two changes are as follows:

#### Required Goals

☐ Revision to Successful Course Completion Rate metric: Adjust the Successful Course Completion Rate from “annual” to “fall” to align with the ACCJC data.

☐ Add two new programmatic compliance metrics for districts:

o Under audit findings, add:

☐ State Compliance

☐ Federal Compliance

Add one new college student achievement metric: A college must set a goal focused on unprepared students or basic skills students. The metric selected is left to the discretion of the college and will be captured under the required college choice selection in the monitoring portal.

#### Optional Goals:

☐ Add one new college metric: Colleges are invited to develop and set a unique goal to support the effectiveness of their institution. The metric selected is left to the discretion of the college and will be captured under the optional college choice selection in the monitoring portal.

At its March 14, 2016 meeting, the Council on Budget and Facilities unanimously adopted the following District wide goals:

1. Fiscal Viability

Fund Balance - Ending unrestricted general fund balance as a percentage of total expenditures. NOCCCD's proposed goal is **5%**

2. Programmatic Compliance with State and Federal Guidelines

Audit Findings

Financial Audit - NOCCCD's proposed goal is **Unmodified**

State Compliance - NOCCCD's proposed goal is **No Findings**

Federal Compliance - NOCCCD's proposed goal is **No Findings**

Cypress and Fullerton Colleges, through their collegial consultation process, have set goals for Course Completion Rate (underprepared students) at 43.8% and 44.0% respectively for 2016-17. The six-year goal of improving course completion for underprepared students is 44.8% and 50.0% respectively. Both colleges have also chosen these goals for their Require College Choice goal for basic skills student achievement. Accreditation Status goal, short and long term, is to be fully accredited with no findings for both colleges.

The District, with consultation at and approval from the Council on Budget and Facilities, has completed goals for Fund Balance (5%) and Overall Audit Opinion (unmodified).

We are required by the State to post this information by June 15, 2016; hence this is coming to DCC for information prior to us posting in the new IEPI portal at the State Chancellor's Office.

NOTE: Please forward this form by required dates with all backup material to the Chancellor's Office.

5. RECOMMENDATION It is recommended that the District Consultation Council receive as information the *North Orange County Community College District IEPI Goals for 2016-17*
6. OTHER PEOPLE CONSULTED, INFORMED OR ATTENDING MEETING ABOUT THIS ITEM Institutional Effectiveness Coordinating Council, Chancellor's Staff, Vice Presidents Council, Council on Budget and Facilities

## Institutional Effectiveness Partnership Initiative (IEPI) Framework of Indicators

### Cypress College Indicators

Cypress College Indicators		1-Year Goals	6-Year Goals	1-Year Goals					
College Indicator	Brief Definition	2016-2017	2016-2017	2015-2016	2014-2015	2013-2014	2012-2013	2011-2012	2010-2011
Student performance and outcomes									
Completion Rate (Scorecard):	Percentage of degree, certificate and/or transfer-seeking students starting first time tracked for six years who completed a degree, certificate or transfer-related outcome.								
· College-Prepared	Student’s lowest course attempted in Math and/or English was college level	71.8%	72.8%		72.1%	71.9%	70.9%	68.6%	70.2%
· Unprepared for College	Student’s lowest course attempted in Math and/or English was pre-collegiate level	43.8%	44.8%		45.1%	44.2%	40.1%	41.4%	44.1%
· Overall	Student attempted any level of Math or English in the first three years	49.9%	50.9%		50.6%	50.7%	47.0%	47.9%	50.4%
Remedial rate (Scorecard):	Percentage of credit students tracked for six years who started below transfer level in English, mathematics, and/or ESL and completed a college-level course in the same discipline.								
· Math	See above	35.1%	36.1%		38.6%	32.5%	30.1%	31.2%	30.9%
· English	See above	66.1%	67.1%		67.5%	66.5%	62.2%	65.6%	64.3%
· ESL	See above	60.1%	61.1%		63.2%	51.1%	56.4%	51.0%	59.1%
Career Technical Education Rate (Scorecard)	Percentage of students tracked for six years who completed more than eight units in courses classified as career technical education in a single discipline and completed a degree, certificate or transferred	57.3%	58.3%		56.8%	58.6%	56.4%	59.4%	56.4%
Successful course completion (Datamart)	Percentage of students who earn a grade of “C” or better or “credit.”	71.2%	72.2%	72.5%	71.1%	72.6%	73.4%	73.6%	71.8%
Completion of degrees (Datamart)	Number of associate degrees completed.	931	940		950	970	823	750	739
Completion of certificates (Datamart)	Number of Chancellor’s Office-approved certificates completed.	393	397		391	427	344	332	285
Number of students who transfer to 4- yr institutions (Datamart)	Number of students who transfer to a four-year institution, including CSU, UC, or private university.								
Required College Choice: Basic Student Achievement	A college must set a goal focused on unprepared students or basic skills students*	43.8%	44.8%						
Optional College Choice	Each college must self-identify an indicator and provide a narrative of the result**	57.3%	58.3%						
Full-Time Equivalent Students (Optional)	Annual number of full-time equivalent students				11,380.40	11,228.50	10,889.50	11,178.60	12,156.30
Accreditation Status									
Status	Reaffirmed/Warning/Probation/Show Cause/Restoration/	FA-N	FA-N	FA-N	FA-N	FA-N	FA-SR/RA	FA-W	FA-N
Date of next visit	Informational item - no target collected.	Fall 2017	Fall 2017	Fall 2017	Fall 2017	Fall 2017	Fall 2017	Fall 2017	

\* Cypress College has chosen to use the unprepared for college completion rate

\*\* Cypress College has chosen to use the CTE completion rate

### Fullerton College Indicators

Fullerton College Indicators		1-Year Goals	6-Year Goals	1-Year Goals					
College Indicator	Brief Definition	2016-2017	2016-2017	2015-2016	2014-2015	2013-2014	2012-2013	2011-2012	2010-2011
Student performance and outcomes									
Completion Rate (Scorecard):	Percentage of degree, certificate and/or transfer-seeking students starting first time tracked for six years who completed a degree, certificate or transfer-related outcome.								
· College-Prepared	Student’s lowest course attempted in Math and/or English was college level				72.3%	73.6%	73.7%	73.2%	72.5%
· Unprepared for College	Student’s lowest course attempted in Math and/or English was pre-collegiate level	44.0%	50.0%		42.8%	41.4%	41.9%	41.4%	43.9%
· Overall	Student attempted any level of Math or English in the first three years				50.7%	49.5%	50.1%	48.9%	50.7%

Remedial rate (Scorecard):	Percentage of credit students tracked for six years who started below transfer level in English, mathematics, and/or ESL and completed a college-level course in the same discipline.								
· Math	See above				38.3%	33.9%	34.1%	35.9%	39.1%
· English	See above				51.2%	47.9%	48.3%	49.2%	47.9%
· ESL	See above				52.9%	49.6%	41.9%	43.0%	45.1%
Career Technical Education Rate (Scorecard)	Percentage of students tracked for six years who completed more than eight units in courses classified as career technical education in a single discipline and completed a degree, certificate or transferred				59.5%	56.2%	56.4%	57.5%	58.6%
Successful course completion (Datamart)	Percentage of students who earn a grade of "C" or better or "credit."	68.0%	70.0%	68.0%	65.4%	66.3%	69.3%	71.3%	67.4%
Completion of degrees (Datamart)	Number of associate degrees completed.				1,817	1,632	1,404	1,335	1,280
Completion of certificates (Datamart)	Number of Chancellor's Office-approved certificates completed.				294	268	160	329	289
Number of students who transfer to 4- yr institutions (Datamart)	Number of students who transfer to a four-year institution, including CSU, UC, or private university.								
Required College Choice: Basic Student Achievement	A college must set a goal focused on unprepared students or basic skills students	44.00%	50.00%						
Optional College Choice	Each college must self-identify an indicator and provide a narrative of the result								
Full-Time Equivalent Students (Optional)	Annual number of full-time equivalent students				19,644.00	19,465.40	16,666.50	17,186.70	20,523.10
<b>Accreditation Status</b>									
Status	Reaffirmed/Warning/Probation/Show Cause/Restoration/	FA-N	FA-N	FA-N	FA-N	FA-N	FA-SR/RA	FA-W	FA-W
Date of next visit	Informational item - no target collected.	Fall 2017							

### District Indicators

		1-Year Goals	6-Year Goals	1-Year Goals					
District Indicator	Brief Definition	2016-2017	2016-2017	2015-2016	2014-2015	2013-2014	2012-2013	2011-2012	2010-2011
<b>Fiscal viability</b>									
Salary and Benefits (Optional)	Salaries and benefits as a percentage of unrestricted general fund expenditures, excluding other outgoing expenditures				88.8%	89.7%	91.2%	91.5%	89.1%
Annual Operating Excess/(Deficiency)	Net increase or decrease in unrestricted general fund balance				\$ (1,641,073)	\$ 1,506,699	\$ (4,670,508)	\$ 435,226	\$ 5,565,382
Fund Balance (Required)	Ending unrestricted general fund balance as a percentage of total expenditures	5%	5%	5%	23.1%	25.7%	25.9%	30.0%	27.8%
Cash Balance	Unrestricted and restricted general fund cash balance,				\$ 62,609,078	\$ 41,780,041	\$ 37,112,295	\$ 30,778,549	\$ 38,127,531
<b>Programmatic compliance with state and federal guidelines</b>									
Audit Findings	Modified opinion, material weaknesses, or significant deficiencies as identified in an annual independent audited financial statement	N	N		N				
-Audit Opinion Financial Statement	See above	unmodified	unmodified						
-State Compliance	See above	no findings	no findings						
-Federal Award/Compliance	See above	no findings	no findings						

North Orange County Community College District

# DISTRICT CONSULTATION COUNCIL

Agenda Item Submittal Form

Date: May 18, 2016

From: W. Cherry Li-Bugg, PhD

Re: Agenda Item for District Consultation Council Meeting of May 23, 2016

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1. AGENDA ITEM NAME

College and Career Access Pathway (CCAP) Partnership Agreement Template

2. AGENDA ITEM ACTION (Please check one and fill in date, if appropriate.)

Information Only	X	Second Reading	
Review/Discussion		Action	
First Reading		Required Decision Date	

3. ESTIMATED TIME REQUIRED FOR PRESENTATION/DISCUSSION: **10 minutes**

4. BRIEF NARRATIVE SUMMARY OF AGENDA ITEM: On November 5, 2015, the Governor signed into legislation AB288, that establishes the College and Career Access Pathways Act (CCAP) to authorize California Community College districts to enter into formal partnership agreements with local school districts to expand access to concurrent enrollment opportunities for high school students. The goals of AB 288 are to:

1. Expand Access to concurrent enrollment programs for students by specifically authorizing college courses to be offered on a high school campus exclusively to high school students.

2. Increase exposure to college coursework and environments for underserved students by specifically authorizing community college districts that have formed a Career Access Pathways partnership to grant limited priority enrollment to those students.

3. Accelerate learning for students by creating a framework that allows students who demonstrate competency to up to 15 units of community college coursework instead of 11 units.

a. This will allow students who may need to take a lab and lecture course the ability to do so while continuing with the courses they need to complete their pathway program.

4. Build Pathways that fill projected labor market needs and uniquely customized to the student populations to be served. In many cases, career pathways need to be developed in coordination with regional needs instead of a one-size fits all approach. AB 288

creates a framework that provides districts flexibility to design Career Access Pathway partnerships that work for students, parents, and teachers.

5. Promote Accountability for student learning by granting school districts more authority to monitor a student's progress and obtain student academic records from the participating community college.

6. Increase Transparency by requiring Career Access Pathway partnerships to be adopted at a public, regularly scheduled meeting of each AB 288 The partnership agreement shall outline the terms of their partnership, such as the schedule of eligible courses that can be offered, thresholds for the academic readiness of pupils, protocols for sharing and joint facilities use, etc...

A draft template of such an agreement for the North Orange County Community College District is attached for information and discussion.

5. RECOMMENDATION It is recommended that the District Consultation Council receive as information the draft template of the NOCCCD CCAP Partnership Agreement

6. OTHER PEOPLE CONSULTED, INFORMED OR ATTENDING MEETING ABOUT THIS ITEM  
Vice President's Council, Chancellor's Staff

**COLLEGE AND CAREER ACCESS PATHWAYS  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT  
2016-2017**

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

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the North Orange County Community College District; and

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

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in North Orange County and within the regional service area of NOCCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, NOCCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

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

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

**1. TERM OF AGREEMENT**

- 1.1 The term of this CCAP Agreement shall be for one year beginning on July 1, 201\_\_ and ending on June 30, 201\_\_, and requires annual renewal each year by July 1, unless otherwise terminated in accordance with Section 19 of this Agreement.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time

equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)

1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)

1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)

## **2. DEFINITIONS**

2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of NOCCCD and applicable law. Sec. 2 (a)

2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

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

3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high



school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and NOCCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and NOCCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less

than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.
- 4.4 COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f)(q)

#### **5. PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Participating students must meet all NOCCCD prerequisite requirements as established by the NOCCCD and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.

- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 5.8 A course dropped within the NOCCCD drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

## **6. CCAP AGREEMENT COURSES**

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course. Sec. 2 (o)(1)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with NOCCCD academic standards.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.

- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.8 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by NOCCCD Administrative Procedure 4610.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to NOCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between NOCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the NOCCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE and or NOCCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with NOCCCD academic standards.
- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with NOCCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with NOCCCD guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

## **7. INSTRUCTOR(S)**

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the NOCCCD.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 COLLEGE and SCHOOL DISTRICT certify that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)
- 7.6 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.7 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.

- 7.8 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.9 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of NOCCCD.
- 7.10 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of NOCCCD specifically with regard to their duties as instructors.
- 7.11 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by NOCCCD.

## **8. ASSESSMENT OF LEARNING AND CONDUCT**

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

## **9. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with NOCCCD policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of

contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)

- 9.3 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with NOCCCD policy and COLLEGE procedures and academic standards.
- 9.4 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.
- 9.5 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 9.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)
  - The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
  - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
  - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
  - The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

## **10. APPORTIONMENT**

- 10.1 NOCCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state

apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.

- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 10.3 NOCCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

## **11. CERTIFICATIONS**

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 NOCCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that NOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)



11.7 The COLLEGE certifies that:

- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
- A community college course that is oversubscribed of has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

## **12. PROGRAM IMPROVEMENT**

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

## **13. RECORDS**

13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

## **14. REIMBURSEMENT**

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

## **15. FACILITIES**

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

## **16. INDEMNIFICATION**

- 16.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and NOCCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 16.2 The NOCCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of NOCCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the NOCCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

## **17. INSURANCE**

- 17.1 The SCHOOL DISTRICT, in order to protect the NOCCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/THREE MILLION DOLLARS (\$3,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and NOCCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including a separate endorsement shall be furnished to the COLLEGE and to NOCCCD.
- 17.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and NOCCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

## **18. NON-DISCRIMINATION**

- 18.1 Neither the SCHOOL DISTRICT nor the COLLEGE and NOCCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

## **19. TERMINATION**

- 19.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be

presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 20 below.

## **20. NOTICES**

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

COLLEGE  
[INSERT NAME]  
[ADDRESS OF COLLEGE]  
[CITY], CA [ZIP CODE]  
[ATTENTION ADDRESSEE]

NOCCCD  
North Orange County Community College District  
1830 W. Romneya Dr., Anaheim, CA 92801  
Attn: Cherry Li-Bugg, PhD. Vice Chancellor, Educational Services and  
Technology

SCHOOL DISTRICT  
[INSERT NAME]  
[ADDRESS OF SCHOOL DISTRICT]  
[CITY], CA [ZIP CODE]  
[ATTENTION ADDRESSEE]

## **21. INTEGRATION**

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

## **22. MODIFICATION AND AMENDMENT**

- 22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

## **23. GOVERNING LAWS**

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

**24. COMMUNITY COLLEGE DISTRICT BOUNDARIES**

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

**25. SEVERABILITY**

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

**26. COUNTERPARTS**

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

Executed on \_\_\_\_\_ 2016

By: \_\_\_\_\_  
SCHOOL DISTRICT

By: \_\_\_\_\_  
COLLEGE

By: \_\_\_\_\_  
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## APPENDIX

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

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between \_\_\_\_\_ College (“COLLEGE”) a college of the North Orange County Community College District (NOCCCD), 1830 W. Romneya Dr., Anaheim, CA 92801 and \_\_\_\_\_ School District (SCHOOL DISTRICT.”) and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

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

#### 1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2)
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before \_\_\_\_\_ and follow the protocols set forth in (a) and (b) of this section.
- d. NOCCCD, COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2)

LOCATION	NAME	TELEPHONE	EMAIL
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*Note: All referenced Sections from AB 288 (Education Code § 76004)*

**16 |**

NOCCCD:			
College:			
School District:			

## 2. STUDENT SELECTION

- a. Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” *Sec. 2 (a)* and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” *Sec. 1 (d)*
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. *Preamble and Sec. 2 (c)(1)*
- d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15-unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. *Sec. 2 (p) (1-3)*

## 3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

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

4. **CCAP AGREEMENT PROGRAM YEAR FALL 20XX** - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: \_\_\_\_\_ COLLEGE: \_\_\_\_\_

EDUCATIONAL PROGRAM: \_\_\_\_\_ SCHOOL DISTRICT: \_\_\_\_\_

\_\_\_\_\_ HIGH SCHOOL: \_\_\_\_\_

TOTAL NUMBER OF STUDENTS TO BE SERVED:					TOTAL PROJECTED FTES:		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
1.						<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS
2.						<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS
3.						<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS

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

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

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1.				
2.				
3.				



## **6. MANDATED ANNUAL STATE REPORTING**

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before \_\_\_\_\_ and shall be reported annually in compliance with all applicable state and federal privacy laws. The NOCCCD shall annually report the student data to the office of the Chancellor of the California Community Colleges. *Sec. 2 (t) (1)(A)*
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. *Sec. 2 (t) (1)(B)*
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. *Sec. 2 (t)(1)(C)*
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. *Sec. 2 (t)(1)(D)*
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

## **7. CCAP AGREEMENT DATA MATCH AND REPORTING**

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

## **8. PRIVACY OF STUDENT RECORDS**

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student

education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

- b. **Limitation on Use.** COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. **Recordkeeping Requirements.** COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. **Acknowledgement of Receipt of Notice of FERPA Regulations.** By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

## 9. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
- b. COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS

# DISTRICT CONSULTATION COUNCIL

Agenda Item Submittal Form

Date: May 13, 2016

From: Fred Williams

Re: Agenda Item for District Consultation Council Meeting of May 23, 2016

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1. AGENDA ITEM NAME

**Chapter 2, Board of Trustees  
Revised AP2710, Conflict of Interest**

2. AGENDA ITEM ACTION (Please check one and fill in date, if appropriate.)

Information Only		Second Reading	X
Review/Discussion		Action	X
First Reading		Required Decision Date	

3. ESTIMATED TIME REQUIRED FOR PRESENTATION/DISCUSSION: **5 minutes**

4. BRIEF NARRATIVE SUMMARY OF AGENDA ITEM:

**Revised AP2710, Conflict of Interest:** Changes throughout AP2710, including the Reference section, were made at the request of the California Fair Political Practices Commission (FPPC). Subsequent to the first reading, additional changes were made to Section 7.4.1.2 to reflect SCE, its Provost, and its Deans of Instructional and Student Services.

5. RECOMMENDATION: **It is recommended that upon DCC consensus, that revised AP2710 be posted on the District's website it will be accessible by students, staff, and the general public.**

6. OTHER PEOPLE CONSULTED, INFORMED OR ATTENDING MEETING ABOUT THIS ITEM  
**Chancellor's Staff, League Update #28, and FPCC Consultants**

## **AP 2710 Conflict of Interest**

Reference:

**Government Code Section 8715; [81000, et seq.](#); [87103\(e\)](#); 87200-87210; [89501; 89502; 89503](#)**  
**Title 2, Section 18700 et seq,**

- 1.0 **Incompatible Activities (Government Code Section 1126):** Board members shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the District.
  - 1.1 A board member shall not simultaneously hold two public offices that are incompatible.
  - 1.2 When two offices are incompatible, a board member shall be deemed to have forfeited the first office upon acceding to the second.
- 2.0 **Financial Interest (Government Code Section 1090 et seq.):** Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as members of the Board or as designated employees.
  - 2.1 A board member shall not be considered to be financially interested in a contract if his or her interest meets the definitions contained in applicable law (Government Code Section 1091.5).
  - 2.2 A board member shall not be deemed to be financially interested in a contract if he or she has only a remote interest in the contract and if the remote interest is disclosed during a board meeting and noted in the official board minutes. The affected board member shall not vote or debate on the matter or attempt to influence any other member of the Board to enter into the contract. Remote interests are specified in Government Code Sections 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his or her minor child.
- 3.0 **No Employment Allowed (Education Code Section 72103(b)):** An employee of the District may not be sworn in as an elected or appointed member of the governing board unless and until he or she resigns as an employee. If the employee does not resign, the employment will automatically terminate upon being sworn into office. This provision does not apply to an individual who is usually employed in an occupation other than teaching and who also is, at the time of election to the board, employed part time by the District to teach no more than one course per semester or quarter in the subject matter of that individual's occupation (Education Code Section 72103(b)).
- 4.0 **Financial Interest in a Decision (Government Code Section 87100 et seq.):** If a board member or designated employee determines that he or she has a financial interest in a decision, as described in Government Code Section 87103, this determination shall be disclosed and made part of the Board's official minutes. In the case of a designated employee, this announcement shall be made in writing and submitted to the Board. A board member, upon identifying a conflict of interest, or a potential conflict of interest, shall do all of the following prior to consideration of the matter:

## **AP 2710 Conflict of Interest**

- 4.1 Publicly identify the financial interest in detail sufficient to be understood by the public.
  - 4.2 Excuse himself or herself from discussing and voting on the matter.
  - 4.3 Leave the room until after the discussion, vote, and any other disposition of the matter is concluded unless the matter is placed on the agenda reserved for uncontested matters. A board member may, however, discuss the issue during the time the general public speaks on the issue.
- 5.0 **Gifts (Government Code Section 89503):** Board members and any employees who manage public investments shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law.
- 5.1 Designated employees shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.
  - 5.2 The above limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value.
  - 5.3 Gifts of travel and related lodging and subsistence shall be subject to the above limitations except as described in Government Code Section 89506.
    - 5.3.1 A gift of travel does not include travel provided by the District for board members and designated employees.
  - 5.4 Board members and any employees who manage public investments shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering (Government Code Sections 89501, 89502).
  - 5.5 Designated employees shall not accept any honorarium that is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. The term "honorarium" does not include:
    - 5.5.1 Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade or profession is making speeches.
    - 5.5.2 Any honorarium that is not used and, within 30 days after receipt, is either returned to the donor or delivered to the District for donation into the general fund without being claimed as a deduction for income tax purposes.

## **AP 2710 Conflict of Interest**

6.0 **Representation (Government Code 87406.3):** Elected officials shall not, for a period of one year after leaving their position, act as an agent or attorney for, or otherwise represent for compensation, any person appearing before that local government agency.

### **7.0 CONFLICT OF INTEREST CODE**

7.1 **Legal Requirements:** The Political Reform Act (Government Code Sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Reg. Sec. 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of Title 2, California Code of Regulations, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached appendix, designating ~~officials and employees~~ **positions** and establishing disclosure categories, shall constitute the conflict of interest code of the North Orange County Community College District.

7.2 **Filing of Statements:** Individuals holding Designated positions shall file statements with the North Orange County Community College District who will make the statements available for public inspection and reproduction (Gov. Code Section 81008). Statements ~~for all designated employees and officials~~ will be retained by the North Orange County Community College District.

### **7.2 Officials Who Manage Public Investments**

7.3.1 It has been determined that the following positions manage public investments and will file a Statement of Economic Interests pursuant to Government Code Section 87200:

7.3.1.1 Elected members of the Board of Trustees;

7.3.1.2 Student trustees.

**7.3.1.3 An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations, if they believe their position has been categorized incorrectly. The Fair Political Practices Commission makes the determination whether a position is covered by Section 87200.**

~~7.3.2 Subject to the provisions of Government Code Sections 87200 through~~

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

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## **AP 2710 Conflict of Interest**

~~87210, an official in this category shall disclose:~~

~~7.3.2.1 Interests in real property located within the jurisdiction of the District;~~

~~7.3.2.2 Business positions or investments in business entities or income from sources which plan to do business, are currently doing business, or have done business within the jurisdiction of the District during the previous two (2) years.~~

### **7.4 Designated Positions and Disclosure Categories**

7.4.1 It has been determined that the following positions within the District involve the making or participation in the making of decisions which may foreseeably have a material effect on a financial interest of a person holding the position and will file a Statement of Economic Interests pursuant to Government Code Section 87302:

<b>7.4.1.1 <u>District Positions</u></b>	<b><u>Disclosure Categories</u></b>
Chancellor	1, 2(a), 3
Vice Chancellor, Educational Services and Technology	1, 2(b), 3
Vice Chancellor, Finance and Facilities	1, 2(b), 3
Vice Chancellor, Human Resources	1, 2(b), 3
<del>Provost, School of Continuing Education</del>	<del>1, 2(b), 3</del>
District Director, Facilities Planning/Construction	<u>1, 2(b), 3</u>
District Director, Fiscal Affairs	<u>1, 2(b), 3</u>
District Director, Printing and Design	2(b)
District Director, Information Services	2(b)
District Director, Public & Governmental Affairs	2(b)
District Director, Purchasing	2(b), 3
<u>District Director, Human Resources</u>	<u>2</u>
District Manager, Fiscal Affairs	2(b), 3
Administrative Assistant/Purchasing	2(b)
District Director, Risk Management	2(b)
Manager, District Facilities Planning/Maintenance	2(b)
Manager, District Facilities and Construction Contracts	2(b)
Buyer	2(b)
<b>7.4.1.2 <u>Campus College Positions</u></b>	
President	1, 2(a), 3
<u>Provost, School of Continuing Education</u>	<u>1, 2(b), 3</u>
Executive Vice President, Educational Programs and Student Services	1, 2(b), 3

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

---

## **AP 2710 Conflict of Interest**

Vice President, Administrative Services	1, <del>2(b)</del> , <del>3</del>
Vice President, Instruction	1, <del>2(b)</del> , <del>3</del>
Vice President, Student Services	1, <del>2(b)</del> , <del>3</del>
Manager, SCE Administrative Services	<u>1</u> , <del>2(b)</del> , <del>3</del>
<u>Project Manager, Campus Capital Projects</u>	<u>1,2</u>
Dean, Counseling/Student Development	<del>2(b)</del> <u>3</u>
Dean, Library/Learning Resources	<del>2(b)</del> <u>3</u>
Dean, Student Support Services	<del>2(b)</del> <u>3</u>
<u>Dean, Instructional and Student Services</u>	<u>3</u>
Director Bookstore	<del>2(b)</del> <u>3</u>
Manager, Campus Communications	<del>2(b)</del> <u>3</u>
Manager, Campus Accounting	<del>2(b)</del> <u>3</u>
Manager, Maintenance and Operations	<u>1</u> , <del>2(b)</del> , <u>3</u>
Director, Physical Plant/Facilities	<u>1</u> , <del>2(b)</del> , <u>3</u>
Director, Student Activities	<del>2(b)</del> <u>3</u>
Dean, <u>Divisions</u> <del>Academic Services</del>	<del>2(b)</del> <u>3</u>
Director, Budget/Finance	<u>1</u> , <del>2(b)</del> , <del>3</del>
Director, Academic Computing Technologies	<del>2(b)</del> <u>3</u>
Manager, Systems Technology Services	<del>2(b)</del> <u>3</u>
Manager, Instructional Technology Services	<del>2(b)</del> <u>3</u>
Executive Director, Foundation and Community Relations	<del>2(b)</del> <u>3</u>

### **7.4.1.3 Consultants**

7.4.1.3.1 Consultants New Positions shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitations:

7.4 .1.3.2 With respect to consultants or new positions, the Chancellor may determine in writing that a particular Consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such ~~written~~ determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chancellor's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008)

### **7.4.2 Disclosure Categories**



## AP 2710 Conflict of Interest

7.4.2.1 ~~Category 1: Designated employees whose duties are broad and undefinable~~ positions assigned to this category must report: ~~Subject to the provisions of the applicable codes, a designated employee in this category shall disclose:~~

7.4.2.1.1 Interests in real property located within the jurisdiction of the District that are used by the District as well as real property within two miles of the use or potential use.

7.4.2.1.2 Business positions or investments in business entities or income (including receipt of gifts, loans, and travel payments) from sources of the type ~~which plan to do business, are currently doing business, or have done business with the District within the previous two (2) years~~ that engage in the acquisition or disposal of real property or are engaged in building construction or design for school districts.

7.4.2.2 ~~Category 2: Designated employees whose duties involve contracting or purchasing~~ positions assigned to this category must report: ~~Subject to the provisions of the applicable code, a designated employee in either of the two following sub-categories shall disclose:~~

7.4.2.2.1 ~~Contracts or makes purchases for entire District or college:~~ Investments and business positions in business entities or income (including receipt of gifts, loans, and travel payments) from sources of the type ~~which plan to do business, are currently doing business, or have done business with the District or college within the previous two (2) years and which provide services, supplies, materials, machinery or equipment of the type utilized by the District~~ that are contractors engaged in the performance of work, training, consulting or services, or are sources that manufacture or sell supplies, instructional materials, machinery, equipment, or vehicles of the type utilized by the District.

~~7.4.2.2.2~~ ~~Contracts or makes purchases for specific department:~~ Investments and business positions in business entities or income from sources of the type ~~which plan to do business, are currently doing business, or have done business with the District or~~

## **AP 2710 Conflict of Interest**

~~college within the previous two (2) years and which provide services, supplies, materials, machinery or equipment of the type utilized by the designated employee's department or division.~~

- 7.4.2.3 **Category 3: Designated employees whose decisions may affect real property interests positions assigned to this category must report:** Subject to the provisions of the applicable code, a designated employee in this category shall disclose:

- 7.4.2.3.1 Investments and business positions in business entities or income **(including receipt of gifts, loans, and travel payments)** from sources of the type ~~which plan to do business, are currently doing business, or have done business with the District or college within the previous two (2) years and which engage in land development, construction or the acquisition, lease, or sale of real property, and all interests in real property within the jurisdiction of the District~~ **that are contractors engaged in the performance of work, training, consulting or services, or are sources that manufacture or sell supplies, instructional materials, machinery, equipment, or vehicles of the type utilized by the designated position's department.**

**Date of Adoption:** June 24, 2003

**Date of Last Revision:** November 18, 2015 Chancellor's Staff  
February 23, 2015 District Consultation Council  
November 30, 2011 Chancellor's Staff  
December 12, 2006  
July 25, 2006  
June 1, 2004

Presented to DCC 05/23/16 (with revisions)

# DISTRICT CONSULTATION COUNCIL

Agenda Item Submittal Form

Date: May 18, 2016

From: Fred Williams

Re: Agenda Item for District Consultation Council Meeting of May 23, 2016

1. AGENDA ITEM NAME

**Chapter 4, Academic Affairs  
Revised BP/AP4250, Probation, Dismissal, and Readmission**

2. AGENDA ITEM ACTION (Please check one and fill in date, if appropriate.)

Information Only		Second Reading	
Review/Discussion		Action	<b>X</b>
First Reading	<b>X</b>	Required Decision Date	

3. ESTIMATED TIME REQUIRED FOR PRESENTATION/DISCUSSION: **15 minutes**

4. BRIEF NARRATIVE SUMMARY OF AGENDA ITEM:

**Revised BP4250, Probation, Dismissal, and Readmission:** The School of Continuing Education revised BP4250 to include non-credit program students by creating section 2.0 which was presented to the DCC in fall 2015. At the October 2015 meeting it was pulled to allow additional time for the Student Team to review further, and returns to DCC for consideration.

**Revised AP4250, Probation, Dismissal, and Readmission:** AP4250 was last revised by DCC at its August 2015 meeting with revisions to include non-credit program students. It is presented again in order to reflect the revisions made to BP4250 by the Student Team.

5. RECOMMENDATION: **It is recommended that upon DCC consensus, revised BP4250 be forwarded to the Board of Trustees for consideration, and revised AP4250 be posted on the District's web site where it will be accessible by students, staff, and the general public.**

6. OTHER PEOPLE CONSULTED, INFORMED OR ATTENDING MEETING ABOUT THIS ITEM  
**Chancellor's Staff and the Student Team**

## **BP 4250 Probation, Dismissal, and Readmission**

Reference:

**Education Code Section 70902 (b)(3);  
Title 5, Section 55030 through 55034**

### **1.0 Credit Program Students**

#### **1.1 Probation and Dismissal**

- 1.1.1 Application of Provisions:** ~~4-1-1~~ This policy shall apply to all registered ~~credit~~ students equally, regardless of previous degrees earned or the number of units in which a student is enrolled, except that grades earned elsewhere prior to admission in a college within the North Orange County Community College District shall not be considered in determining probationary status.
- 1.1.2** For the purpose of this policy, semesters shall be considered consecutive based on the student's enrollment pattern, excluding the summer session.
- 1.1.3 Standards of Scholastic Probation:**
  - 1.1.3.1** Academic Probation: A student who has attempted at least 12 semester units shall be placed on academic probation if the student has earned a cumulative grade point average below 2.0.
  - 1.1.3.2** Progress Probation: A student who has enrolled in a total of at least 12 semester units shall be placed on progress probation when the percentage of all units in which the student has enrolled and for which entries of "W," "I," "NC," and "NP" were recorded reaches or exceeds fifty percent (50%).
- 1.1.4 Notification, Recording, and Appeal of Scholastic Probationary Status:**
  - 1.1.4.1** Each college will make a reasonable effort to notify students when they are placed on scholastic probation.
  - 1.1.4.2** Students on scholastic probation shall be automatically considered "conditional" registrants with their programs subject to limitations, conditions and/or adjustments as determined by the colleges.
  - 1.1.4.3** A student who is placed on scholastic probation may submit an appeal in accordance with administrative procedure.
- 1.1.5 Removal from Scholastic Probation:** ~~4-5-4~~ A student on academic probation shall be removed from probation when the student's accumulated grade point average is 2.0 or higher. A student on progress probation shall be removed from probation when the percentage of units in the categories of "W," "I," "NC," and "NP" drops below fifty percent.

## **BP 4250 Probation, Dismissal, and Readmission**

### 1.1.6 Standards for Scholastic Dismissal:

- 1.1.6.1 A student who is on academic probation shall be subject to dismissal if the student has earned a cumulative grade point average of less than 2.0 ~~1.75~~ in all units attempted in each of two (2) consecutive semesters excluding summer sessions.
- 1.1.6.2 A student who is on progress probation shall be subject to dismissal if the cumulative percentage of units in which the student has been enrolled for which entries of "W," "I," "NC," and "NP" are recorded in at least two (2) consecutive semesters reaches or exceeds fifty percent excluding summer sessions.
- 1.1.6.3 A student whose academic performance warrants ~~who meets the standards of~~ Scholastic Dismissal but in the third consecutive semester achieves a grade point average of 2.0 or higher, or receives grades of "W," "NC," "I," and "NP" for less than 50% of the current semester units enrolled, will not be dismissed, and notation of dismissal will not appear on the student's transcripts.

### 1.1.7 Notification, Recording, and Appeal of Scholastic Dismissal Status:

- 1.1.7.1 Each college shall make a reasonable effort to notify a student who is subject to academic and/or progress dismissal no later than the beginning of the fall semester each academic year.
- 1.1.7.2 Scholastic dismissal will be permanently noted on the student's transcript.
- 1.1.7.3 A student who is dismissed may submit a written appeal in compliance with administrative procedure.

- 1.1.8 Readmission: ~~1.8.4~~ A dismissed student will be considered for readmission by filing a written petition of appeal/readmission. If readmitted, the student shall continue on academic probation until a cumulative grade point average of 2.0 or higher has been achieved, and/or progress probation until the percentage completed is greater than fifty percent (50%) of the units, which the student has attempted. Appeals/Readmission may be granted, denied, or postponed according to criteria established by administrative procedure.

## 2.0 Non-Credit Program Students

### 2.1 Probation and Dismissal

- 2.1.1 Non-credit terms shall be considered consecutive based on the student's enrollment pattern commencing with the student's initial enrollment.

## **BP 4250 Probation, Dismissal, and Readmission**

- 2.1.2 Standards of Scholastic Probation: A student who has enrolled at the School of Continuing Education (SCE) shall be placed on program probation when the requirements for academic progress as defined by the department are not met. An SCE student will not be placed on program probation in their initial term of enrollment.**
- 2.1.3 Notification, Recording, and Appeal of Scholastic Probationary Status: SCE will make a reasonable effort to notify students when they are placed on scholastic probation.**
- 2.1.4 Removal from Scholastic Probation: An SCE student placed on program probation shall be removed from probation when the academic progress requirements as set forth by the department are met.**
- 2.1.5 Standards for Scholastic Dismissal:**
- 2.1.5.1 An SCE student on program probation shall be subject to dismissal if the academic progress requirements are not met for two consecutive terms, or equivalent thereof, in which the student was enrolled.**
- 2.1.5.2 An SCE student whose academic performance warrants Scholastic Dismissal but is in the third consecutive term or the equivalent thereof meets the academic progress requirements will not be dismissed and notion of dismissal will not appear on the student's transcripts.**
- 2.1.6 Notification, Recording, and Appeal of Scholastic Dismissal Status: SCE shall make a reasonable effort to notify a student who is subject to progress dismissal no later than the beginning of the term in which the standards of the progress dismissal are met.**
- 2.1.7 Readmission: A dismissed student will be considered for readmission by filing a written petition of appeal/readmission. If readmitted, the SCE student shall continue on program probation until the academic progress requirements as set forth by the department are met. Appeals/Readmission may be granted, denied, or postponed according to criteria established by administrative procedure.**

**Date of Adoption:** June 14, 2005

**Date of Last Revision:** February 24, 2009

**Last considered by DCC on 10/26/15; returned to DCC 05/23/16 (with Student Team revisions)**

North Orange County Community College District  
**ADMINISTRATIVE PROCEDURES**  
Chapter 4  
Academic Affairs

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## **AP 4250 Probation, Dismissal, and Readmission**

Reference:

**Education Code Section 70902(b)(3);  
Title 5, Sections 55030 - 55034**

### **1.0 Credit Program Students**

#### **1.1 Probation**

- 1.1.1 Placement on Probation: A student is placed on academic probation when his or her cumulative grade point average falls below 2.0; a student is placed on progress probation when fifty percent (50%) or greater of all units attempted result in grades of "W," "NC," "I" or "NP." A student is not placed on probation until he or she has enrolled in 12 semester units in a college within the North Orange County Community College District.
- 1.1.2 Probation Notification: At the end of the fall or spring semester during which a student qualifies for probation status, a letter or other communication will be sent, including the district policy regarding probation and a description of support services available to help the student improve academic performance.
- 1.1.3 Appeal of Probation: A student placed on either academic probation or progress probation may file a written petition of appeal if he or she believes an error has been made. The appeal will be reviewed by the Admissions and Records Office ~~at Cypress College or the Office of the Vice President of Student Services at Fullerton College.~~
- 1.1.4 Removal from Probation: A student will be removed from probation when his or her cumulative grade point average is 2.0 or greater, and/or the cumulative percentage of "W," "NC," "I" and "NP" grades is less than fifty percent (50%) of all units attempted.

#### **1.2 Scholastic Dismissal**

##### **1.2.1 Standards for Dismissal:**

- 1.2.1.1 Academic Dismissal: A student ~~who is~~ on academic probation shall be dismissed if the student has earned a cumulative grade point average of less than 2.0 ~~1.75~~ in all units completed in each of two consecutive semesters= excluding summer sessions.
- 1.2.1.2 Progress Dismissal: A student ~~who is~~ on progress probation shall be dismissed if his or her percentage of units for which a "W," "NC," "I" or "NP" were received reaches or exceeds fifty percent (50%) for two consecutive semesters= excluding summer sessions.

North Orange County Community College District  
**ADMINISTRATIVE PROCEDURES**  
Chapter 4  
Academic Affairs

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## **AP 4250 Probation, Dismissal, and Readmission**

- 1.2.1.3 Transcript Notation: Dismissal will be [permanently](#) noted on the student's transcript.
- 1.3 Dismissal Notification: At the end of the semester after which a student becomes eligible for scholastic dismissal, a letter or other communication will be sent, including a description of the dismissal status and the procedure to petition for readmission to the college.
- 1.4 Appeal of Dismissal: A student placed on either academic or progress dismissal may file a written petition of appeal if he or she believes an error has been made. The appeal will be reviewed by the Admissions and Records Office ~~at Cypress College or the Office of the Vice President of Student Services at Fullerton College.~~
- 1.5 Readmission After Dismissal:
- 1.5.1 Petition for Readmission: Students may petition for readmission to the college after being dismissed by filing a written petition. The procedure and deadlines to file a petition will be included in the Dismissal Notification as noted in section 1.3.
- 1.5.2 Review of Petition for Readmission: The petition will be reviewed by the Admissions and Records Office ~~at Cypress College or the Office of the Vice President of Student Services at Fullerton College.~~
- 1.5.3 Standards for Readmission: The following will be considered during the review of a student's petition for readmission:
- 1.5.3.1 Documentation of extenuating circumstances during the semesters on which the dismissal was based.
- 1.5.3.2 A marked improvement between the semesters on which the dismissal was based.
- 1.5.3.3 An atypical academic performance during the semesters on which the dismissal was based compared to prior academic history.
- 1.5.3.4 Documentation of formal or informal educational experiences since completion of the semesters on which the dismissal was based.
- 1.5.3.5 Documentation of an improved grade point average as a result of grade changes, fulfillment of incomplete courses or academic renewal.



North Orange County Community College District  
**ADMINISTRATIVE PROCEDURES**  
Chapter 4  
Academic Affairs

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## **AP 4250 Probation, Dismissal, and Readmission**

- 1.5.4 Denial of Petition for Readmission: If a student's petition for readmission is denied, the student may file a new petition for readmission after an absence of one semester.
- 1.5.5 Approval of Petition for Readmission: If a student's petition for readmission is approved, the student will remain on probation until his or her cumulative grade point average is 2.0 or greater, and/or until his or her cumulative percentage of "W," "NC," "I" and "NP" grades is less than fifty percent (50%) of all units attempted.
- 1.5.6 Conditions After Readmission: A readmitted student is considered a conditional registrant and will be dismissed again the next semester if he or she does not maintain a grade point average of 2.0 or above and/or receives grades of "W," "NC," "I" and "NP" in fifty percent (50%) or more of his or her current units.
  - 1.5.6.1 A readmitted student whose academic performance is 2.0 or above, and completes all courses attempted in the semester after readmission may continue as a conditional registrant even though the cumulative grade point average or withdrawal ratio remains in dismissal status.

### **2.0 Noncredit Program Students**

- 2.1 Placement on Probation: A student enrolled at the School of Continuing Education (SCE) is placed on program ~~progress~~ probation when the academic program requirements as set forth by the department are not met.
- 2.2 Probation Notification: At the end of the noncredit term or the equivalent thereof during which a student qualifies for probation status, a letter or other communication will be sent, including the District policy regarding probation and a description of support services available to help the student improve academic performance.
- 2.3 Appeal of Probation: A student placed on program ~~progress~~ probation may file a written petition of appeal if he or she believes an error has been made. The appeal will be reviewed by a designated dean at SCE.
- 2.4 Removal from Probation: A student enrolled at SCE will be removed from probation when the academic progress requirements as set forth by the department are met.
- 2.5 **Dismissal**
  - 2.5.1 Standards for Progress Dismissal: An SCE student ~~who is on~~ program ~~progress~~ probation shall be dismissed if the academic progress requirements as set forth by the department are not met for two consecutive terms or the equivalent thereof.

## **AP 4250 Probation, Dismissal, and Readmission**

- 2.5.2 Dismissal Notification: At the end of the term or the equivalent thereof after which a student becomes eligible for scholastic dismissal, a letter or other communication will be sent including a description of the dismissal status and the procedure to petition for readmission to SCE.
- 2.5.3 Appeal of Dismissal: A student placed on ~~either academic or progress~~ program dismissal may file a written petition of appeal if he or she believes an error has been made. The appeal will be reviewed by a designated dean at SCE.

### **2.6 Readmission after Dismissal**

- 2.6.1 Petition for Readmission: Students may petition for readmission to SCE after being dismissed by filing a written petition. The procedure and deadlines to file a petition will be included in the Dismissal Notification as noted in section 2.5.2.
- 2.6.2 Review of Petition for Readmission: The petition will be reviewed by a designed dean at SCE.
- 2.6.3 Standards for Readmission: The following will be considered during the review of a student's petition for readmission.
- 2.6.3.1 Documentation of extenuating circumstances during the terms or equivalents thereof on which the dismissal was based.
  - 2.6.3.2 An atypical academic performance during the terms or equivalents thereof on which the dismissal was based compared to prior academic history.
  - 2.6.3.3 Documentation of formal or informal educational experiences since completion of the terms or equivalents thereof on which the dismissal was based.
- 2.6.4 Denial of Petition for Readmission: If a student's petition for readmission is denied, the student may file a new petition for readmission after an absence of one term or the equivalent thereof.
- 2.6.5 Approval of Petition for Readmission: An SCE student whose petition for readmission is approved will remain on probation until the academic progress requirements as set forth by the department are met.
- 2.6.6 Conditions after Readmission
- 2.6.6.1 A readmitted SCE student is considered a conditional registrant and will be dismissed again the next term or the equivalent

North Orange County Community College District  
**ADMINISTRATIVE PROCEDURES**  
Chapter 4  
Academic Affairs

---

**AP 4250 Probation, Dismissal, and Readmission**

thereof if the academic progress requirements as set forth by the department are not met.

- 2.6.6.2 A readmitted student may continue as a conditional registrant even though compliance with SCE academic progress requirements remains in dismissal status.

**Date of Adoption:** June 14, 2005

**Date of Last Revision:** August 24, 2015 District Consultation Council  
December 8, 2008 Chancellor's Cabinet

Presented to DCC 05/23/16

# DISTRICT CONSULTATION COUNCIL

Agenda Item Submittal Form

Date: May 18, 2016

From: Fred Williams

Re: Agenda Item for District Consultation Council Meeting of May 23, 2016

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1. AGENDA ITEM NAME

**Chapter 5, Student Services**  
**Revised AP5050, ~~Matriculation~~ Student Success and Support Program**

2. AGENDA ITEM ACTION (Please check one and fill in date, if appropriate.)

Information Only		Second Reading	
Review/Discussion		Action	X
First Reading	X	Required Decision Date	

3. ESTIMATED TIME REQUIRED FOR PRESENTATION/DISCUSSION: **5 minutes**

4. BRIEF NARRATIVE SUMMARY OF AGENDA ITEM:

**Revised AP5050, ~~Matriculation~~ Student Success and Support Program:** This was updated to reflect updated Accreditation Standards, change the title to match BP5050, and new sections 2.3, 2.4, 2.6, and 3.3.7. It was originally presented to the DCC in fall 2015, but was pulled at the October 2015 meeting to allow additional time for the Student Team to review further. It now returns to DCC for consideration.

5. RECOMMENDATION: **It is recommended that upon DCC consensus, revised AP5050 be posted on the District's web site where it will be accessible by students, staff, and the general public.**

6. OTHER PEOPLE CONSULTED, INFORMED OR ATTENDING MEETING ABOUT THIS ITEM:  
**CCLC Update #25, Chancellor's Staff, and Student Team**

North Orange County Community College District  
**ADMINISTRATIVE PROCEDURES**  
Chapter 5  
Student Services

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**AP 5050 ~~Matriculation~~ Student Success and Support Program**

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Reference:

**Education Code Sections 78210 et seq.;**  
**Title 5, Section 55500, et seq.;**  
**WASC/ACCJC Accreditation Standard II.C.2**

- 1.0 ~~Matriculation~~ The Student Success and Support Program brings the student and the District into agreement regarding the student's educational goal through the District's established programs, policies, and requirements. The agreement is implemented by means of the student educational plan.
- 2.0 Each student, in entering into an educational plan, will do all of the following:
  - 2.1 ~~Express at least a broad educational intent upon admission.~~ Identify an education and career goal.
  - 2.2 ~~Declare a specific goal no later than the term after which the credit student completes 15 semester units of degree applicable credit coursework.~~ Identify a course or program of study.
  - 2.3 Be assessed to determine appropriate course placement.
  - 2.4 Complete orientation.
  - 2.5 Actively participate ~~Cooperate~~ in the development of the student educational plan.
  - 2.6 Complete a student educational plan no later than the term after which the student completes 15 semester units of degree applicable credit coursework, or prior to the end of the 3<sup>rd</sup> semester of enrollment. Non-credit students must complete a student educational plan no later than the 2<sup>nd</sup> term of enrollment.
  - 2.7 ~~3~~ Diligently attend class and complete assigned coursework.
  - 2.8 ~~4~~ Complete courses and maintain progress toward an educational goal.
- 3.0 In compliance with the State ~~Matriculation Mandate (AB-3)~~ Student Success and Support Program, all non-exempt credit and non-credit students seeking to enroll in courses will participate in some or all of the Student Success and Support Program ~~matriculation~~ components. ~~Matriculation~~ Student Success and Support Program services include, but are not limited to, all of the following:
  - 3.1 Processing of the application for admission.
  - 3.2 Orientation and pre-orientation services designed to provide to students, on a

North Orange County Community College District  
**ADMINISTRATIVE PROCEDURES**  
Chapter 5  
Student Services

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**AP 5050 ~~Matriculation~~ Student Success and Support Program**

timely basis, information concerning campus procedures, academic expectations, financial assistance, and any other appropriate matters.

- 3.3 Assessment and counseling upon enrollment, which shall include, but not be limited to, all of the following:

3.3.1 Administration of assessment instruments to determine student competency in computational and language skills.

3.3.2 Assistance to students in the identification of aptitudes, interests, and educational objectives, including but not limited to, associate degrees, transfer for baccalaureate degrees, and vocational certificates and licenses.

3.3.3 Evaluation of student study and learning skills.

3.3.4 Referral to specialized support services as needed, including, but not limited to, federal, state, and local financial assistance; health services; mental health services; campus employment placement services; extended opportunity programs and services; campus child care services; programs that teach English as a second language; and disabled student services.

3.3.5 Advisement concerning course selection.

3.3.6 Development of a student educational plan.

**3.3.7 Follow-up services, and required advisement or counseling for students who are enrolled in remedial courses, who have not declared an educational objective as required, or who are on academic probation or who are not making satisfactory academic progress.**

- 3.4 Post-enrollment evaluation of each student's progress, and required advisement or counseling for students who are enrolled in remedial courses, who have not declared an educational objective as required, or who are on academic probation **or who are not making satisfactory academic progress.**

- 3.5 For credit students **and non-credit students,** appeal procedures to be exempt from the matriculation process, to request a review of placement recommendation, or to obtain a waiver of pre-requisites are listed in the college catalog.

- 4.0 The District shall not use any assessment instrument except one specifically authorized by the Board of Governors of the California Community Colleges.

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**AP 5050 ~~Matriculation~~ Student Success and Support  
Program**

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NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

MEMO

Date: May 11, 2016

To: The District Consultative Council and United Faculty Representative Council

From: Dr. Dana Clahane, Vice-President, United Faculty

Dear Colleagues,

Apparently, there has been some misinformation going around concerning United Faculty's seriousness about wanting to work with the District on negotiations. I hope you will find in this document good reason to believe that this is not the case, and, as United Faculty today appointed a brand new negotiating team (with the exception of returning member Jennifer Combs who is still on the team) and now has several new officers and Representative Council Members, that we are 100% committed to maintaining a good relationship with the District, and we want to continue to work with the District to find ways to generate money for total compensation for the faculty in a way that makes sense. I believe that Interim Chancellor Fred Williams was very serious when at the start of the year, he asked us to try to think of ways that we can change the way we do things so that we can somehow increase and enhance student success. After I heard him describe his view on this, and being a new UF Vice-President and DCC member, I felt it was important to spend some time brainstorming ways to help, at least partially, to increase student success and curtail faculty salary degradation and low morale simultaneously, in a way that makes these two things feed off of one another.

The following list of thoughts is extremely initial, and not very well thought out. However, I hope that it will be a good initial stab at trying to solve our salary and relationship issues. Please forgive me if it ends up being a terrible set of ideas or if any brainstorming here is ill-advised.

I would like to thank Mr. Williams for being a dedicated and collaborative leader in this time of transition, and I hope that these ideas are helpful in some way, down the road. I also very much appreciate our United Faculty leadership and our District Consultative Council Members. Many students and faculty should be more aware of the efforts of all of these people to make our District better. I am very impressed by your commitment. So here I go on the next page:



**Enhancing faculty compensation, deepening classroom learning, and recruiting more future teachers by use of in-class faculty assistants/interns/service learning students**

**I. PROBLEMS ADDRESSED BY THIS DOCUMENT:**

NOCCCD is currently in a difficult position, with faculty total compensation very low compared to salaries among an agreed-upon list of community college districts. NOCCCD currently leads the State in its commitment to students in the offering of several programs and services to students. Unfortunately, this, among other factors, has led to an erosion of total compensation for faculty and, this has damaged morale and the relationship between the District and the faculty. Instead of assigning blame, let's try to find ways to shift money toward salary that also increase student success. There must be some way to do this!

Are there ways that we can improve this situation in a way that also simultaneously promotes student success and the teaching profession, without jeopardizing existing programs or pitting staff against each other or faculty against management and vice-versa?

**This is only a list of possible ideas and not a proposal. Many details would need to be worked out, and safeguards will be needed. This is simply an initiation of discussion of the idea, which will very likely evolve over time. All of these ideas are very cursory and will need to be fully vetted. I'm not sure if I even agree unequivocally with these thoughts that I'll now share. Although I have been thinking about this all year, today is my first attempt at fully writing down somewhat complete details. Please contact me anytime at [dclahane@fullcoll.edu](mailto:dclahane@fullcoll.edu) should you have any concerns or objections or alternative ideas to any of the following:**

**II. DESCRIPTION OF THE PROPOSED PROGRAM:**

In order to generate money to be applied directly to salaries, one idea could be to establish a robust Service Learning/Higher Level Student/Graduate Intern/Upper Division Intern In-Class Teacher Assistant (TA) program in classrooms of willing faculty. In exchange for an assistant in-class, or assistants in all of a given teacher's classes, and shifting of all increased revenue to a salary account for all employees in the faculty member's bargaining unit, a participating faculty member would agree to take on a few more students. The number of additional students taken on should be small so as not to overwhelm the faculty member or compromise instruction. 3-5 extra students seems like a reasonable increase, but this should be a fixed number regardless of class size, as will be made more clear below. It is proposed that the difference between the extra apportionment revenue for the students in each section that has such in-class TA's and the cost of employing the TA or TA's would be stored in an account for one-time salaries to be

distributed to all faculty in the respective bargaining unit, divided equally amongst those faculty in that unit.

At first glance, it does not seem workable to turn this program into a basis for on-going salaries, since the program's effectiveness would largely depend on whether classes are overfilling, which is not a constant trend in the District, particularly at Cypress College, for example. Instead, this program seems to be simply a way to boost teaching experience opportunities for students, increase and deepen useful classroom leadership and opportunities for students, and at the same time, transfer the cost savings directly to faculty for enhancement of their salary package. Yet another way to do this is to allow faculty flexibility in their selection of TA's; for example, a faculty member could use a student enrolled in a higher level class in the same subject, or the faculty member could appoint a TA among the well-performing students in the given class in some instances. A suggested detail on this is that these assistants be given robust training and interaction with their faculty that they are assisting. Such training should be paid for out of current Staff Development allocations at the campuses and through the District. A further detail is that ANY and all revenue generated by ALL overenrollment in any courses as a result of this programs should be recovered by the faculty in the bargaining unit, minus the costs of the employment of the TA, the subtraction only applying if that cost is not being covered by an external grant.

It should also be noted that it seems unnecessary to restrict TA selection to graduate students, as some faculty may want to appoint students in a given class as "service learning leaders" (this is especially true in situations where a very strong student is in the class), which would lower the TA cost obviously and enhance revenue (and hence salary) generation. We shouldn't underestimate the value of involvement by our own students in these TA positions.

### III. HOW CAN WE GET STARTED ON THIS?

It is proposed that interested faculty volunteers pilot this program. I would like to volunteer. Several faculty have already volunteered to help with this pilot. At the Representative Council Meeting of UF NOCCCD today, several faculty members agreed to volunteer to participate, and it seems to me that there would be interest among the faculty. However, this idea will likely not be received well if it is viewed as a compromise of requests for on-going salary increases. This is really a way to generate one-time salary "bonuses" and the bonuses will depend on how fast classes are filling. In times of under-enrollment/stalled growth, this program would obviously not have much of an impact fiscally. However, there could be a quite significant impact where there are course offerings that are growing with lots of petitioners.

The proposal is to begin this program in Fall 2016. All faculty (or a core group?) will be invited to try the idea by over-enrolling a maximum of 3-5 students (this number range is VERY cursory)

in any section that is regular size or multiple size. It seems too complicated to proportionally assign extra numbers of students based on the usual class size for the given course. It seems simplest just to use the same over-enrollment number for all courses regardless of size. This would also apply, say to a multiple section. For example, if a 1.5 section has a max of 53 students, then the faculty member would take on 56-58 instead at any time up through census, in exchange for the TA, and within 1 week shall receive a TA or be authorized to hire/appoint a TA and notify the District that the section is subject to the faculty salary account shift of the increased apportionment revenue in that course. This system would need to be monitorable by the bargaining units.

If, for example, the regular class size is 35, but the instructor agrees to over-enroll to 38-40, then upon enrollment, the instructor will be authorized to immediately appoint, hire, or will be immediately provided by the District with a TA. If no qualified TA is found, that faculty member will be paid pro-rata based on the increased number of students relative to class size (this would apply to single-section and multiple-size classes) and none of the increased revenue would be directed toward the faculty one-time bonus fund to be distributed equally among the unit members in the given unit, at the end of the term.

#### IV. OTHER POSSIBLE BENEFITS OF THIS PROGRAM

Medical schools and graduate schools in the US are widely known as the best in the world. Undergraduate education in the US is not perceived as being quite as effective, and one reason that this may be the case is that in medical/graduate school, students are expected to not only complete assignments, but they are also expected to teach other students in the same class. This is the “I show you, you show me, and then you show someone else” philosophy, which is largely not utilized enough in US undergraduate education. Having more students actively involved as assistants in courses via this program will not only deepen their learning and help them to review in the case of assisting with lower level courses, but it will also give students the opportunity to introduce themselves to the teaching profession. Many students may wish to become teachers precisely because of their involvement in this program.

Another benefit is classroom security. Security is a huge issue nowadays. Students have greater technology to cheat with, cell phones and calculators are now somewhat indistinguishable, and violence is a concern at Colleges around the country. Having assistants that are trained in how to deal with emergency situations and classroom/test security, will increase the integrity of the classrooms in the District, and provide a pipeline of potential future teachers, many more than we currently generate as a District. These assistants will gain deeper expertise in the subjects that they assist in. Students will look up to these TA’s and want to emulate them in many cases – I see that as a potential win.

Yet another benefit of this program, potentially, is that education/teacher training grants are among the easiest grants to secure. With the development of this program across the campuses, we would continue to be the leader statewide in innovation, and we would surely qualify for quite substantial grants, that could be used to offset the costs. In the event that grants that are obtained fund the TA's it is proposed that the cost of TA's working under such grants NOT be deducted from the amounts of increased revenue for overenrolled sections under this program. This would further enhance salary and reduce the salary gap for NOCCCD faculty even more. NOCCCD should take advantage of this potential way of eliminating the costs of the TA's using staff development money to pay faculty to work with administrators and on their own to generate grant money for future teacher training and internships in the classroom. This would allow an even better salary package than if we simply relied on our own District funds to pay for TA's.

## V. CONCLUSION

This program could be a way to improve relations between the faculty and the District, and at the same time, generate new teachers and deeper learning for a significant number of students. Costs of TA's can be reduced by devoting more staff development monies to education/internship grants, and these TA's are cheaper to employ than instructors, resulting in cost savings if classes slightly overenroll. We can promote the teaching profession among our students and improve classroom security by engaging service learners, course assistants, student volunteers, and paid readers/volunteer readers in exchange for slight overenrollment, to shift increased revenue to faculty salaries and at the same, enhance student success. Many students will aspire to become such assistants, increasing motivation in the classroom. Perhaps we should try this, or some evolution of the idea, to enhance student learning and leadership, as well as workplace satisfaction and classroom security, for the great faculty of the NOCCCD.

My United Faculty colleagues and I are willing to help get this started, and we extend this proposal as a way to ease tensions between the District and the faculty. We want to strengthen our relationships rather than weaken them. I hope that you will view this as a sign that the current UF leadership and new negotiating team especially, are 100% committed to strong labor relations and collaboration with the District. Although some faculty and students have been testy about the faculty salary issue, UF leadership wants to stress that it's our desire to have a harmonious working relationship with the District. We want to improve things rather than see things degrade.

I am happy to meet with anyone and everyone personally or in groups to discuss this issue further. Thank you.