



## District Consultation Council Meeting

August 24, 2020

2:00 p.m.

Zoom Teleconference | Meeting ID: 916 9264 3608

<https://nocccd-edu.zoom.us/j/91692643608>

### AGENDA

#### CONSENT CALENDAR & SUMMARY

- |                                     |        |
|-------------------------------------|--------|
| 1. Approval of Consent Agenda Items | N/A    |
| 2. May 18, 2020 Summary             | Action |

#### STRATEGIC GOALS & PLANNING

- |  |            |
|--|------------|
| 1. District Consultation Council 2020-21 <ul style="list-style-type: none"><li>• Meeting Schedule</li><li>• Membership Listing</li></ul> | Discussion |
| 2. One-time Funding Recommendation   | Action     |

#### OPERATIONAL REVIEW

- 1.

#### POLICY

- |  |            |
|--|------------|
| 1. Revised Administrative Procedures <ul style="list-style-type: none"><li>• AP 6100, Delegation of Authority, Business and Fiscal Affairs</li><li>• AP 6150, Designation of Authorized Signatures</li><li>• AP 7400, Travel and Conference Attendance</li></ul> | Action     |
| 2. New AP 5041, Student Records: Preferred Names and Gender  | Action     |
| 3. Revised AP 7240-4, Management Employees: Leaves   | Action     |
| 4. New Title IX Regulations  | Discussion |

#### OTHER ITEMS

- 1.

**DISTRICT CONSULTATION COUNCIL**  
**May 18, 2020**

**SUMMARY**

**MEMBERS PRESENT:** Josh Ashenmiller, Christie Diep, Cathy Dunne, Lisa Gaetje, Craig Goralski, Manjit Grewall, Cherry Li-Bugg, Cheryl Marshall, Tina McClurkin, Dawnmarie Neate, Arturo Ocampo, Kim Orlijan, Jeremy Peters, Valentina Purtell, Irma Ramos, Lizeth Sanchez, JoAnna Schilling, Greg Schulz, Kai Stearns Moore, and Fred Williams.

**VISITORS:** Gail Arriola-Nickell, Danielle Davy, Jenny Derry, Rod Garcia, Lisa McPheron, Carissa Oyedele, Andrew Perez, Mario Violich, Kashu Vyas, and Qinyi Wu.

Chancellor Cheryl Marshall called the Zoom teleconference meeting to order at 2:01 p.m.

**CONSENT CALENDAR & SUMMARY**

**Consent Items:** The agenda contained no consent items

**Summary:** The summary of the April 27, 2020, meeting was approved as submitted.

**STRATEGIC GOALS & PLANNING**

**Educational & Facilities Master Plan:** Consultants from Brailsford & Dunlavey and Moore, Ruble, and Yudell shared a final draft of the District's Educational and Facilities Master Plan (EFMP) and sought DCC approval and feedback in order to make any additional edits in order to enhance the document for presentation to the Board of Trustees on June 9, 2020. During the public review period the document received 47 comments (32 employees, 12 alumni, one student, and two community members) with additional comments received via the Steering Committee and all comments will be included as an appendix to the final draft. The public comments fell into three primary themes: strategic directions and goals; diversity, equity and inclusion; and the mindful growth initiative.

Consultants emphasized that the EFMP builds on the strategic directions that were developed and correlations that tie the facilities needs to the educational needs of the campuses. The six educational initiatives used included 1) Student Success and Completion; 2) Student Experience and Learning; 3) Diversity, Equity, and Inclusion; 4) Enrollment Management; 5) Workforce Development; and 6) Online Learning. The facilities plan incorporates these six strategic themes: 1) Campus Life; 2) Mobility and Access; 3) Identity; 4) Campus and Community Partnerships; 5) Sustainability, Resiliency, and Stewardship; and 6) Safety and Security.

During the discussion, comments were voiced related to concerns about the planning becoming specific and prescriptive instead of being more thematic, and the need to consider the funding that would need to be identified in order for the projects to materialize. Chancellor Marshall reminded the group that comments related to the EFMP can still be submitted directly to Gail Arriola-Nickell and noted that the document would be presented to the Board in June.

Subsequent to the discussion the vote took place and **there was consensus to approve the NOCCCD Educational and Facilities Master Plan 2021-2030.**

**Budget Update:** Chancellor Marshall provided a May Revision Budget summary she prepared with information gathered from several summaries, a review of the Governor's posted documents, discussion at the Orange County Legislative Task Force Meeting, and listening to the Department of Finance session. She clarified that in her notes she stated that IEPI funding had been cut, but later learned that it had been lumped with other items and expressed concern that items are easier to eliminate when that occurs.

Vice Chancellor Fred Williams discussed the budget impact on the District –noting the largest impact is to the Student Centered Funding Formula– is estimated at a \$22 million overall reduction, with \$20 million in on-going reductions. Originally, the District anticipated a surplus of \$11.2 million, but with the budget reduction there is now an estimated structural deficit of \$9.4 million. Mr. Williams indicated that he believes the District has enough to cover the budget deficit, but that will also depend on what happens in negotiations. He said that the use of deferrals with the State budget is an accounting gimmick and is essentially borrowing from a future year to pay now. All of the reductions were not all passed down and because of that we are only seeing a small portion of them at this point. He noted that there are one-time funds that have still not been allocated, but that extended day and districtwide Information Technology budgets need to be reviewed. He cautioned that the fiscal climate is worse than what we've seen in the past, but if the federal government funding materializes it would be a saving grace. The District is still OK because hold harmless funding has helped absorb some of the reductions and it will be extended for two additional years in the May Revision. A State budget is expected before June 30 and the Tentative Budget will be presented to the Board on June 23, and the Proposed Budget to the Board in October.

Mr. Williams responded to the following during the discussion:

- Are there still plans to move forward with the hiring of management and other positions? Each campus identified the positions that they deemed necessary, and those are moving forward; approximately 30 positions.
- Is there a suspension of the FON obligation? The State will still do the calculation, but defer the penalty. The Board of Governors might say there is insufficient funds to meet the obligation like in the past, but waiting to see if that occurs.
- The reconfiguration of the SCFF mitigates some of the benefits of the hold harmless and now it doesn't support us as much as in the past? Hold harmless districts were exempt from deficits (the shortfall) before, but until we see the revised P-2 numbers we won't know. The change, while appropriate and fair, hurts the District.
- If the deficit is being distributed to the ones that are benefiting the most from hold harmless, does that mean that the benefits from the summer shift and hold harmless will be reduced in the future? Districts like ours that benefited from it aren't being targeted, but basic aid districts are getting hit with additional reductions to their categoricals.
- We are seeing an increase in enrollment and probably higher in the Fall also. Given the budget, are we to assume that we aren't chasing growth funding? Growth funding has disappeared. For the District, any growth will affect the bottom line. The structural deficit will grow because there are more costs associated with adding additional sections.
- If adding sections for student demand will increase costs, isn't a gain to be had because of the corresponding decrease? Additional FTES helps into the future in increasing our numbers when hold harmless funding goes away, but that's a number of years away.
- One way or another we're going to live within our means, but need to look at ways to accommodate demand. Yes, but the difference between now and the last recession is that

last time there were significant workload measure reductions and currently we're seeing the exact opposite. Districts are expected to generate the same numbers, but with 90% of the revenue and that will be a challenge.

[See addendum for a copy of the budget summary.]

**One-time Funds:** Vice Chancellor Fred Williams presented an updated spreadsheet outlining one-time funds and noted that a couple of changes had been incorporated to the document since its last presentation. Changes included the addition of the \$6.3 million that the Board did not agree to uncommit against District staff's recommendation; added an expenditure of \$300,000 for Foundation support; and added an expenditure of \$919,829 to backfill campuses for the parking and health fees shortfall to supplement the portion that was refunded to students. Mr. Williams stated that he anticipated additional expenditures related to additional costs associated with generating FTES and the need to set aside funding for COVID-19 related expenses. He also highlighted that the 20-21 hold harmless funding of almost \$11 million had been backed out of the original estimates.

During the discussion, questions were asked about the original amounts allocated for student equity and sustainability that are no longer included and which items were approved by the Council on Budget and Facilities (CBF). Vice Chancellor Williams stated that due to the decreased dollar amount available due to the changing environment, changes were made. While the student equity and sustainability categories remain, they are currently unfunded, and over time dollars can be added back if it is prudent. CBF only approved the facilities upgrades and technology.

## **POLICY**

**Board Policy and Administrative Procedure 3900 Revisions:** DCC reviewed revised drafts of BP/AP 3900, Speech: Time, Place, and Manner that were presented for consideration. The revisions were spearheaded by the Public Affairs Department who led a collaborative workgroup charged with updating them. The items outlining free speech activities, distribution, and posting of printed materials on campus and District sites, were originally introduced to DCC on March 25, 2019 for discussion and again on September 23, 2019. Subsequently, free speech open forums were hosted to facilitate discussion about the draft policy and procedure at Cypress College, Fullerton College, and NOCE, and have also been reviewed by legal counsel and Cypress College, Fullerton College, and NOCE President's Advisory Councils. DCC reviewed the drafts on April 27 and feedback received was incorporated to the drafts presented.

Subsequent to incorporating suggested language regarding the use of canopies, there was **consensus to approve AP 3900 and post it to the District website**, and to **approve BP 3900 and forward it to the Board of Trustees for their consideration**.

## **OTHER**

Chancellor Marshall thanked everyone for serving on DCC during the year and noted that it would be the last meeting for Josh Ashenmillier, Tina McClurkin, Cathy Dunne, and Lisa Gaetje. Dr. Marshall concluded the meeting by asking everyone to get some rest and stay healthy.

**ADJOURNMENT:** The meeting adjourned at 3:20 p.m.

## Addendum to May 18, 2020 DCC Summary

### May Revision Budget Summary

DCC May 18, 2020

The following information was gathered from several summaries, a review of the Governor's posted documents, discussion at the Orange County Legislative Task Force Meeting, and listening to the Department of Finance session. The link to the May Revision as it pertains to community colleges is: <http://www.ebudget.ca.gov/budget/2020-21/#/Department/6870>.

#### Overview

- The Community Colleges are faced with cuts of \$760 million to the general fund and at least another \$270 million to categorical programs.
- The base reduction plus the loss in COLA totals \$760 million and equals the approximate 10% cut indicated by the Governor. The calculations were done by applying COLA of 2.31% and then making the 10% reduction.
- **SCFF**
  - Funding is reduced by \$593 million or approximately 8%.
  - The hold harmless provisions are extended another two years until 2023-24.
  - The rates for 2019-20 are set at \$4,115 for credit FTES, \$948 for supplemental counts, \$559 for student success metrics, and \$141 for the equity bump on student success metrics. These rates will be reduced in 2020-21 to balance the budget.
  - Reductions will be applied proportionately to all CCCs by reducing the funding formula's rates, stability, and hold harmless provisions.
  - Restoration will depend on receiving federal dollars.
  - There is no corresponding workload reduction and we must continue to provide access and focus on equity.
- As part of a budget savings strategy, the state is deferring \$330.1 million in Proposition 98 funding from 2019-20 to 2020-21 and another \$662.1 million from 2020-21 to 2021-22. The 2020 May and June payments will be deferred to July. For next year, they are still working on cash flow analysis.
- No growth funding is included and will be dependent on federal dollars.
- The trailer bill language will aim to provide flexibility in how funds can be spent.
- PERS/STRS - \$2.3 billion will be reallocated from the PERS and STRS employer long-term unfunded liability payment to offset the PERS and STRS rates in 2020-21 and 2021-22. Doing so brings down the 2020-21 employer rate for PERS from 22.67% to 20.7% and for STRS from 18.41% to 16.15%.
- COVID-19 related expenses incurred by districts will be exempt from the 50 Percent Law and will apply to the year in which the expenses were made. This would not include revenue declines.
- Reductions of 10% were also made to the K-12 LCFF, UCs and CSUs.

#### Program Cuts and Elimination of January Proposals

The following programs are dependent on receiving federal funding. They will be restored if additional relief comes from the federal government. There will be language on priorities and it will be shared when available.

- The Strong Workforce Program is reduced by \$135.6 million, a cut of over 50%. No language is included on changes to regional vs. local funds.

## Addendum to May 18, 2020 DCC Summary

- The Student Equity and Achievement Program is reduced by \$68 million. Food Pantries and Dreamer Liaisons are now expected to be paid for out of SEAP funds but no amount is specified for these programs.
- \$7.3 million reductions were made to the Part-Time Faculty Compensation and Office Hours programs and the statewide Academic Senate.
- No deferred maintenance is included in the budget.

### **Other Reductions**

- Adult Education Program funding is reduced by \$54.4 million.
- The Online College (Calbright) is cut by 15% for a total of \$3 million.
- IEPI funding was eliminated.

### **Proposed in January and No Longer Funded**

- \$15 million one-time Proposition 98 General Fund for a faculty pilot fellowship program.
- \$10 million one-time Proposition 98 General Fund for part-time faculty office hours.
- \$10 million one-time Proposition 98 General Fund to develop and implement zero-textbook cost degrees.
- \$5 million ongoing Proposition 98 General Fund to provide instructional materials for dual enrollment students.

### **Programs Maintained**

- Two years of free community college
- Educational Opportunity Programs and Services Program
- Disabled Students Programs and Services Program
- \$10 million ongoing Proposition 98 General Fund to support immigrant legal services
- Rapid rehousing - \$9M is still in the budget
- Capital Projects for our District
  - \$14 million in 20-21 for the 300 and 500 Buildings at Fullerton College
  - \$1.5 million in 20-21 for the Fine Arts Building at Cypress College

### **Other Information**

The State will be negotiating with labor representatives to reduce employee compensation by 10%. The Chancellor's Office stated they will be asking Colleges to do the same.

All of the Prop 98 rainy day funds were applied to this year to address the deficit.

CARES funds will be included as part of the budget. We are expected to use part of the upcoming 50% for foster youth.

The federal stimulus package is expected to pass the House, but the likelihood of passing the Senate is unknown. Action will probably take place in June. It currently includes \$500 billion for the states and another \$500 billion for counties and cities. \$90 billion is earmarked for education with \$19 billion expected for California's Prop 98.



NORTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

## District Consultation Council 2020-21 Meeting Schedule

Fourth Mondays of the month @ 2:00 p.m.  
Meetings will take place via Zoom teleconference until further notice

### Fall Semester

August 24

September 28

October 26

November 23

December (TBD)\*

### Spring Semester

January 25

February 22

March 22

April 26

May 24

June 28 (if needed)

\* Determine whether or not a December meeting is needed.



## District Consultation Council 2020-21 Membership

Member	Affiliation
Cheryl Marshall	Chancellor, Chair
JoAnna Schilling	President, Cypress College
Greg Schulz	President, Fullerton College
Valentina Purtell	President, North Orange Continuing Education
Irma Ramos	Vice Chancellor, Human Resources
Cherry Li-Bugg	Vice Chancellor, Educational Services & Technology
Fred Williams	Vice Chancellor, Finance & Facilities
Kai Stearns Moore	District Director, Public & Governmental Affairs
Morgan Beck	District Director, IT Infrastructure & Operations
Arturo Ocampo	District Director, Equity & Compliance
Craig Goralski	President, Cypress College Academic Senate
Damon De La Cruz	President Elect, Cypress College Academic Senate
Kim Orlijan	President, Fullerton College Faculty Senate
Jennifer Combs	President Elect, Fullerton College Faculty Senate
Jennifer Oo	President, North Orange Continuing Education Academic Senate
	Representative North Orange Continuing Education Academic Senate
Christie Diep	President, United Faculty
Jeremy Peters	Representative, United Faculty
	Representative, Adjunct Faculty United
Dawnmarie Neate	President, California School Employees Association
Joseph Vasquez	Representative, California School Employees Association
Lizeth Sanchez	President, Confidentials Group
Lisa McPheron	President, District Management Association
	Associated Students Representative, Cypress College
	Associated Students Representative, Fullerton College

# DISTRICT CONSULTATION COUNCIL

Agenda Item Submittal Form

Date: August 11, 2020

From: Fred Williams, Vice Chancellor, Finance & Facilities

Re: Agenda Item for District Consultation Council Meeting of August 24, 2020

1. AGENDA ITEM NAME

**One-time Funding Recommendation**

2. AGENDA ITEM ACTION (Please check all that apply.)

Information Only		Second Reading	
Review/Discussion	X	Action	X
First Reading		Consent Agenda Item	

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

4. BRIEF NARRATIVE SUMMARY OF AGENDA ITEM:

**At the August 10, 2020 Council on Budget and Facilities (CBF) meeting, the Committee recommended the use of one-time funds to backfill the campuses for the 2019-20 lost revenues during the COVID-19 pandemic. Since then, the budget officers have updated their lost revenues to reflect a more accurate amount. Please refer to the attached One-time Funding sheets.**

**With the uncertainties of COVID-19, the Committee will consider re-prioritizing one-time funding allocations, the use of CARES Act funding, and Block Grant dollars for additional lost revenues.**

5. RECOMMENDATION:

**It is recommended that DCC review, discuss, and approve allocating \$4,000,594 of one-time funds to the campuses for lost revenue line items.**

6. OTHER PEOPLE CONSULTED, INFORMED OR ATTENDING MEETING ABOUT THIS ITEM:

**Council on Budget and Facilities**

**North Orange County Community College District  
One-Time Funding Discussion  
DCC - August 24, 2020**

	Allocation Method	Districtwide	District Services	Cypress College	Fullerton College	NOCE	Total
<b>Districtwide:</b>							
MOUs - 19-20		1,700,000					1,700,000
MOUs - 20-21		2,000,000					2,000,000
Student Basic Needs							-
Emergency Preparedness							-
Committed for PERS/STRS		6,337,728					6,337,728
SERP Payments		5,000,000					5,000,000
Increase to Reserves							-
Sustainability							-
Technology		1,976,180					1,976,180
<b>Campus Priorities:</b>							
Student Success & Equity	FTES						
Student Success & Equity	Headcount						
Sustainability	Base						
<b>Capital Improvements:</b>							
Facilities Upgrade (including ADA)	Base		7,557,000	7,900,000	4,152,148		19,609,148
Instructional Equipment	FTES						
<b>Institutional Capacity:</b>							
Foundations	Base			150,000	150,000		300,000
Business Process Analysis	Base						
Professional Development	Employee Count						
Outreach & Marketing	Base						
<b>Educational Master Plan:</b>							
Implementation							-
<b>District Resource Allocation Model:</b>							
Implementation		8,000,000					8,000,000
<b>Other</b>							
COVID-19 Expenses:		35,267,053					35,067,075
<b>Backfill campuses for Loss Revenue</b>							
<b>2019-20</b>							
Parking			423,457	621,975	23,768		1,069,200
Child Development				72,846			72,846
Food Service			58,011	30,811			88,822
Health Fees			229,240	7,066			236,306
Bookstore			119,879	836,157			956,036
Facilities Rental			215,857	197,359	720		413,936
Vending Machines			13,427	16,960	6,835		37,222
Non-Resident Tutition			-	851,593			851,593
Swap Meet			104,500				104,500
Community Service Classes					170,133		170,133
<b>2020-21</b>							
Parking							-
Child Development							-
Bookstore							-
Food Service							-
Facilities Rental							-
Vending Machines							-
Production							-
Non-Resident Tutition							-
Swap Meet							-
Community Service Classes							-
NOCE CARES Funding						365,600	365,600
Reduction Needed							-
<b>Total</b>		<b>60,280,961</b>	<b>-</b>	<b>8,871,371</b>	<b>10,684,767</b>	<b>4,719,204</b>	<b>84,356,325</b>

FTES		
	#	%
CC	11,950.00	0.35
FC	16,874.00	0.50
NOCE	5,000.00	0.15
<b>Total</b>	<b>33,824.00</b>	<b>1.00</b>

Perm Employee Count		
	#	%
CC	486.03	0.33
FC	694.09	0.47
NOCE	172.33	0.12
DS	119.00	0.08
<b>Total</b>	<b>1,471.45</b>	<b>1.00</b>

2018-19 Headcount		
	#	%
CC	22,046.00	0.27
FC	32,120.00	0.39
NOCE	28,430.00	0.34
<b>Total</b>	<b>82,596.00</b>	<b>1.00</b>

	Board Approved
	Required Expenditure by Contract/Agreement
	DCC Approved
	Available to Reallocate
	Updated post CBF mtg

Notes: Dollars can be used over multiple years.

Original Estimates	74,500,000
2019-20 ADJ	(2,606,551)
2020-21 ADJ	(3,537,124)
20-21 Hold Harmless	10,000,000
Deficit	(4,000,000)
2019-20 Surplus	10,000,000
<b>Balance</b>	<b>84,356,325</b>

**Updated Campus Lost Revenue Summary Page**  
**DCC 8/24/2020**

<b>Cypress</b>	<b>CBF Proposed Amount</b>	<b>Update Amount</b>	<b>Difference</b>
Parking	\$ 426,666	\$ 423,457	\$ 3,209
Child Development			
Food Service	\$ 16,430	\$ 58,011	\$ (41,581)
Health Fees		\$ 229,240	\$ (229,240)
Bookstore	\$ 119,879	\$ 119,879	
Facilities Rental	\$ 217,327	\$ 215,857	\$ 1,470
Vending Machines	\$ -	\$ 13,427	\$ (13,427)
Non-Resident Tuition	\$ 142,647		\$ 142,647
Swap Meet	\$ 104,401	\$ 104,500	\$ (99)
Community Service Classes			
<b>TOTAL</b>	<b>\$ 1,027,350</b>	<b>\$ 1,164,371</b>	<b>\$ (137,021)</b>

<b>Fullerton</b>	<b>CBF Proposed Amount</b>	<b>Updated Amount</b>	<b>Difference</b>
Parking	\$ 611,169	\$ 621,975	\$ (10,806)
Child Development	\$ 24,316	\$ 72,846	\$ (48,530)
Food Service	\$ 30,000	\$ 30,811	\$ (811)
Health Fees	\$ 7,066	\$ 7,066	
Bookstore	\$ 836,157	\$ 836,157	
Facilities Rental	\$ 197,359	\$ 197,359	
Vending Machines	\$ 14,150	\$ 16,960	\$ (2,810)
Non-Resident Tuition	\$ 851,593	\$ 851,593	
Swap Meet			
Community Service Classes			
<b>TOTAL</b>	<b>\$ 2,571,810</b>	<b>\$ 2,634,767</b>	<b>\$ (62,957)</b>

<b>NOCE</b>	<b>CBF Proposed Amount</b>	<b>Update Amount</b>	<b>Difference</b>
Parking	\$ 23,768	\$ 23,768	\$ -
Child Development			
Food Service			
Health Fees			
Bookstore			
Facilities Rental	\$ 720	\$ 720	\$ -
Vending Machines	\$ 6,835	\$ 6,835	\$ -
Non-Resident Tuition			
Swap Meet			
Community Service Classes	\$ 170,133	\$ 170,133	\$ -
<b>TOTAL</b>	<b>\$ 201,456</b>	<b>\$ 201,456</b>	<b>\$ -</b>

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**GRAND TOTAL FOR LOST REVENUE**                      **\$ 3,800,616**    **\$ 4,000,594**    **\$ (199,978)**

# DISTRICT CONSULTATION COUNCIL

Agenda Item Submittal Form

Date: August 17, 2020

From: Fred Williams, Vice Chancellor, Finance & Facilities

Re: Agenda Item for District Consultation Council Meeting of August 24, 2020

1. AGENDA ITEM NAME

**Administrative Procedures – Content Revisions**

- AP 6100, Delegation of Authority, Business and Fiscal Affairs
- AP 6150, Designation of Authorized Signatures
- AP 7400, Travel and Conference Attendance

2. AGENDA ITEM ACTION (Please check all that apply.)

Information Only		Second Reading	
Review/Discussion	X	Action	X
First Reading	X	Consent Agenda Item	

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

4. BRIEF NARRATIVE SUMMARY OF AGENDA ITEM:

The Administrative Procedures were revised to reflect one or more of the following: 1) revisions recommended by Fiscal Affairs and/or 2) revisions recommended by Educational Services and Technology. Please refer to the attached APs with the proposed changes.

5. RECOMMENDATION:

It is recommended that DCC review and approve the proposed revised Administrative Procedures.

6. OTHER PEOPLE CONSULTED, INFORMED OR ATTENDING MEETING ABOUT THIS ITEM:

Chancellor’s Staff

North Orange County Community College District  
**ADMINISTRATIVE PROCEDURES**  
Chapter 6  
Business and Fiscal Affairs

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## **AP 6100 Delegation of Authority, Business and Fiscal Affairs**

### Reference

**Education Code Section 70902; 81644; 81655; 81656;**  
**Public Contract Code Sections 20651, 20658, 20659**

- 1.0 The Board **of Trustees** has delegated authority to the Chancellor, Vice Chancellors, **and** Presidents, ~~and Provost~~ to approve the following:
  - 1.1 Institutional Memberships \$1,000 or less.
  - 1.2 Individual Memberships \$1,000 or less. Individual memberships are generally considered personal obligations and will not be recommended unless warranted by extenuating circumstances for professional and civic organizations that support the mission and goals of the District.**
  - ~~1.2~~**3** Hospitality-related costs, including food purchases, supplies, promotional materials, and other expenses for meetings, events, or other educational activities not to exceed \$5,000 per event, as long as it is an ongoing event and does not increase more than \$1,000 from the previous year. On new items the amount that can be authorized is \$1,000 per event.
- 2.0 The Board **of Trustees** has delegated authority to the Chancellor and the Vice Chancellor, Finance and Facilities, the authority to take action on property and liability and Workers' Compensation claims up to \$50,000.

**Date of Adoption:** February 12, 2002

**Date of Last Revision:** August 24, 2015 District Consultation Council  
May 10, 2010 Chancellor's Cabinet,  
September 26, 2005  
February 22, 2005  
December 13, 2004

## **AP 6150 Designation of Authorized Signatures**

### Reference

**Education Code Section 85232; 85233**

**[Government Code Section 16.5](#)**

**[2 California Code of Regulations, Section 22000](#)**

- 1.0 The Chancellor has appointed the positions below as authorized signers for orders and other transactions.
  - 1.1 For Checks, Contract Agreements of \$5,000 or less (excluding grant agreements), Short-term Facility Use Agreements, and Tax Forms:
    - 1.1.1 Chancellor
    - 1.1.2 Vice Chancellors
    - 1.1.3 ~~College~~ Presidents
    - ~~1.1.4 Provost~~
    - 1.1.54 Vice President, Administrative Services
    - 1.1.65 Director, Fiscal Affairs
    - 1.1.76 Director, Budget & Finance
    - 1.1.87 Director ~~Manager~~, Administrative Services
    - 1.1.98 Manager, Campus Accounting
  - 1.2 For Checks and Tax Forms:
    - 1.2.1 Manager, Campus Accounting
  - 1.3 For Tax Forms, County Transactions, excluding checks:
    - 1.3.1 Director, Fiscal Affairs
    - 1.3.2 Manager, Fiscal Affairs
    - 1.3.3 Manager, Payroll
  - 1.4 For Health Services Agreements:
    - 1.4.1 Chancellor
    - 1.4.2 Vice Chancellor, Finance & Facilities
    - 1.4.3 ~~College~~ Presidents, ~~Provost~~, or their designee

## **AP 6150 Designation of Authorized Signatures**

- 1.5 For Purchase of Supplies, Materials, Apparatus, Equipment, and Services not to exceed the amounts specified by the Public Contract Code Section 20651 (\$87,800 adjusted annually). Construction services not to exceed the amount specified by Contract Code 22030 (\$175,000 CUPCCAA (California Uniform Public Construction Cost Accounting Act) adopted by the Board [of Trustees](#) on 10/08/13).
- 1.5.1 Chancellor
- 1.5.2 Vice Chancellor, Finance & Facilities
- 1.5.3 Director, Purchasing
- 2.0 For banking and investment accounts, other authorized signers will be submitted to the Board [of Trustees](#) for approval annually or as needed.
- 3.0 The use of an electronic or digital signature shall have the same force and effect as the use of a manual signature if the requirements for electronic or digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.**
- 3.1 An electronic or digital signature may be a marking that is either computer generated or produced by electronic means, and may be used if the signature complies with state and federal standards, and is intended by the signatory to have the same effect as a handwritten signature.**

**Date of Adoption:** February 12, 2002

**Date of Last Revision:** November 25, 2019 District Consultation Council  
April 25, 2016 District Consultation Council  
August 25, 2014 District Consultation Council  
February 25, 2013 District Consultation Council  
February 22, 2010 Chancellor's Cabinet  
December 13, 2004

## **AP 7400 Travel and Conference Attendance**

Reference:

**Education Code Section 87032;**  
**2 Code of Federal Regulations Part 200.474**

- 1.0 This is a general policy of the North Orange County Community College District for the conveyance of employees on District business and authorized activities. Travel and transportation expenses will be reimbursed only up to approved amounts and are subject to limitations established by staff development or other funding sources.
  - 1.1 For purposes of this policy, off-campus travel shall be defined as including international, national, regional, state, or sectional meetings whose principal business includes community college instruction and/or support functions or the advancement of the discipline or professional area in which the individual normally teaches or works or studies. Reimbursement shall be for actual, necessary and reasonable expenses. This also includes business mileage incurred by the individual using a personal vehicle in the performance of duties which require travel away from the individual's regular work location. Not included in the above definition are:
    - 1.1.1 Meetings where participants receive college credit, except for those individuals receiving continuing education credit for maintaining their professional licenses.
    - 1.1.2 Meetings that pay a salary or honorarium to participants.
    - 1.1.3 Meetings of professional organizations with interests outside the scope of the employee's normal work assignment.
    - 1.1.4 Special interest meetings outside the scope of the definition.
- 2.0 Trustees' travel expenses are discussed in BP/AP2735, Board Member Travel.
- 3.0 Student travel expenses and employee expenses incurred while travelling with students are discussed BP/AP4300, Field Trips and Excursions.
- 4.0 General principles are as follows:
  - 4.1 All employees driving either their own, leased, or District-owned vehicles for District related activities must certify that they possess a valid California Drivers License.
  - 4.2 All uses of College transportation must be for official District related activities.
  - 4.3 Privately owned vehicles of authorized District employees may be used for District transportation purposes with reimbursements within Board policy. Employees must certify that their vehicle is covered by automobile insurance as required by California law.

## **AP 7400 Travel and Conference Attendance**

- 4.4 Transportation provided by the College/District is limited by the availability of vehicles and prior approval of the trip.
- 4.5 District-owned/leased vehicles are available at each campus for the use of authorized personnel for approved District business.
- 4.6 Privately owned/leased vehicles may be used when District-owned vehicles are not available. Any employee who is authorized to use his/her privately owned or leased vehicle to travel off-campus for approved District related activities may receive reimbursement for business mileage incurred through each use. Reimbursement of business mileage includes all maintenance, fuel, oil, and related costs including the cost of insurance. All persons driving on District business shall take the most direct route possible. Reimbursement for such business mileage shall be at the prevailing IRS standard rate.
  - 4.6.1 Mileage shall be calculated as the distance from the employee's regular work location to his/her off-campus business destination and return to regular work location.
  - 4.6.2 If the employee does not both leave and return to his/her regular work location, the total miles driven less regular commute miles shall be reimbursed.
  - 4.6.3 Miles to and from an airport/train station in excess of regular commute miles shall be reimbursed.
  - 4.6.4 If two or more employees share a personal vehicle, only one employee shall be reimbursed for mileage expense at the established rate.
  - 4.6.5 Transportation-related expenses which are directly associated with business mileage and are reasonable and necessary shall be reimbursed. Allowable expenses include parking fees, bridge, highway and tunnel tolls. All claimed transportation related expenses shall be authenticated by submission of original itemized valid receipts.
- 4.7 If an employee is assigned to perform work outside his/her regular hours of employment, or on an emergency or non-scheduled basis, the employee shall receive reimbursement for the total mileage traveled in connection with the assignment.
- 5.0 Travel/conference expenses are allowed as follows:
  - 5.1 Authorization to approve travel/conference requests, within budget, has been delegated by the Board of Trustees to the Chancellor or their designee.
  - 5.2 Reimbursable transportation expenses include all necessary official travel on railroads, airlines, ships, buses, private vehicles and other usual means of conveyance. Claims for reimbursement must be supported by original itemized ticket stubs or original itemized receipts provided by the commercial carrier.

## **AP 7400 Travel and Conference Attendance**

- 5.2.1 The expense of traveling by commercial carrier will be allowed on the basis of actual cost. All accumulated airline mileage benefits earned while on District business and paid by the District shall be used for the benefit of the District. All employees will be expected to use the most economical mode of transportation where practical and in the best interest of the District.
- 5.2.2 When attending a conference to which the employee has traveled by common carrier, the employee may rent an automobile for local transportation. The cost of the car rental shall be the most economical available.
- 5.2.3 Reimbursement for travel by private vehicle shall not exceed the lowest commercial airfare. Other transportation-related expenses which are directly associated with conference or meeting attendance and reasonably incurred shall be reimbursed. Allowable expenses include parking fees, bridge, highway and tunnel tolls, fare for streetcars, rental cars, shuttles, ferries, taxis, buses, and subways. All transportation-related expenses claimed shall be authenticated by original itemized receipts.
- 5.2.4 College/District staff shall not pilot or charter personal or private aircraft when traveling within the scope of their employment, unless this method of travel is covered by District liability insurance and the pilots are approved by the District and the District's liability carrier.
  - 5.2.4.1 Reimbursement for travel by privately owned or leased aircraft shall be the prevailing STATE RATE or the commercial carrier cost, whichever is less, not to exceed actual and necessary rental/lease costs.
- 5.2.5 Registration fees charged in connection with approved attendance at conferences, conventions, committee meetings, in-service training seminars and so forth, are allowable at actual cost. Actual charges must be verified by original itemized registration receipt or bona fide itemized registration application form. Registration expense may be reimbursed to the employee or, alternatively, may be paid directly to the vendor.
- 5.2.6 Actual lodging cost, not to exceed charges at the single occupancy rate, shall be allowed. An original itemized receipt for lodging expense must be submitted with the reimbursement claim to be allowable. No other receipt will be accepted--i.e., credit card receipt.
  - 5.2.6.1 If lodging is shared with another employee, each will be reimbursed only for his/her share of the charges.
  - 5.2.6.2 When an employee shares lodging facilities with a non-district person (e.g., spouse, children, etc.), reimbursement to the employee is limited to the single occupancy rate. All reimbursement claims for such instances must show the rate for single occupancy.

## **AP 7400 Travel and Conference Attendance**

- 5.2.6.3 Normally, lodging expenses are reimbursed for the actual dates of the approved conference. The night before or the night the conference ends may be reimbursed if supported by a written statement explaining the necessity. Special circumstances which result in significant monetary savings, such as a Saturday night stay, may be reimbursed if supported by a written statement.
  - 5.2.7 All meals for which expenses are actually incurred shall be paid. For fractional parts of a day which do not require overnight travel, the appropriate meal expense shall be reimbursed using the current IRS rates for the high-low method.
    - 5.2.7.1 When the cost of meals is included in a registration fee, separate reimbursement for the covered meals is not allowed.
  - 5.2.8 Miscellaneous travel expenses essential to the transaction of official District business are reimbursable to the employee when reasonably incurred and evidenced by submission of valid receipts.
    - 5.2.8.1 Allowable expenses incurred in conducting District business are: minor supplies, postage, reproduction costs, telephone and electronic communication expenses.
  - 5.2.9 Certain travel expenses are considered personal expenses and not essential to District business. Such non-reimbursable expenditures include: entertainment expense, leisure tours or personal side trips, personal telephone calls, traffic or parking citations except for those related to malfunctioning equipment on District owned/leased vehicles, ~~individual membership dues or fees,~~ and alcoholic beverages.
- 6.0 The Chancellor will provide annual reports to the Board of Trustees on all professional conference travel with the exception of employee expenses incurred while traveling with students.

See Board Policy 2735, Board Member Travel; Administrative Procedure 2735, Board Member Travel; Board Policy 4300, Field Trips and Excursions; Administrative Procedure 4300, Field Trips and Excursions; and Board Policy 7400, Travel and Conference Attendance.

**Date of Adoption:** February 12, 2002

**Date of Last Revision:** November 26, 2019 Board of Trustees  
November 22, 2011

# DISTRICT CONSULTATION COUNCIL

Agenda Item Submittal Form

Date: August 15, 2020

From: Cherry Li-Bugg, Vice Chancellor, Educational Services & Technology

Re: Agenda Item for District Consultation Council Meeting of August 24, 2020

1. AGENDA ITEM NAME

**New Administrative Procedure 5041, Student Records: Preferred Names and Gender**

2. AGENDA ITEM ACTION (Please check all that apply.)

<b>Information Only</b>		<b>Second Reading</b>	
<b>Review/Discussion</b>	X	<b>Action</b>	X
<b>First Reading</b>	X	<b>Consent Agenda Item</b>	

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

4. BRIEF NARRATIVE SUMMARY OF AGENDA ITEM:

**The use of preferred name and preferred gender assignment is driven by student demand and has risen to an equity topic for our students and the District. The registrars and Student Team have been discussing the implementation of specific solutions to accommodate student demand, but prior to implementation, the District needs to have a policy framework in place. This is the purpose for the new AP.**

5. RECOMMENDATION:

**It is recommended that District Consultation Council review and approve new AP 5041, Student Records: Preferred Names and Gender**

6. OTHER PEOPLE CONSULTED, INFORMED OR ATTENDING MEETING ABOUT THIS ITEM:

**Student Team, Technology Coordinating Council, and Chancellor’s Staff**

## **AP 5041 Student Records: Preferred Names and Gender**

Reference:

**Title IX of the Education Amendments Act of 1972, 42 U.S. Code Section 1681;  
Education Code Sections 201; 210.7; 220; 66250 et seq.; 72010 et seq.;**  
**Title 5 Section 59311;**  
**Weathers v. Superior Court (1976) 54 Cal.App.3d 286, 288 Code of Civil Procedure  
Section 1275 et seq.; Section 1279.5**

- 1.0 The North Orange County Community College District is committed to providing an inclusive, supportive, and non-discriminatory learning environment for all students and to ensuring that every student has equal access to the District's educational programs and activities. The District recognizes that some students may prefer to use names other than their legal names to identify themselves. The District further recognizes that students may wish to identify by a "preferred gender" other than their sex assigned at birth. A "preferred name" and "preferred gender" may be used when possible on certain documents and unofficial records maintained by the District, and in situations where a legal name and gender are not required by law or district policy. The following guidelines and procedures have been established to help clarify the use of preferred names and gender at NOCCCD campuses. Students may not use a preferred name or gender for inappropriate purposes, such as fraud or misrepresentation.
  
- 2.0 **Definitions:** For purposes of this procedure, the following definitions apply:
  - 2.1 Legal Name: A name designated on official government-issued documents including but not limited to birth certificates, passports, social security cards, immigration documents, and identification cards or permits. To change a person's legal name, a court order is required under California law.
  - 2.2 Preferred Name: A name that a person can designate on District-related unofficial documents and records, as defined below, in place of the person's legal name and in furtherance of their preferred gender. It is the name that the person wishes to be known or identified by, and is different from the person's legal name.
  - 2.3 Sex Assigned at Birth: This refers to the sex designation recorded on an infant's birth certificate should such a record be provided at birth.
  - 2.4 Gender Identity: This refers to an individual's internal sense of gender. A person's gender identity may be different from or the same as the person's sex assigned at birth.
  - 2.5 Preferred Gender: The gender identity that a person wishes to designate on District related documents and unofficial records.
  - 2.6 Official Records: Official records are those records the District is required to maintain as part of a student's permanent record and which are required, by law or District policy or practice, to contain a student's legal name. Official records include, but are not limited to, registration documents, official and unofficial transcripts, health records, diplomas, financial aid documents, payroll records, and federal immigration documents.

## **AP 5041 Student Records: Preferred Names and Gender**

- 2.7 **Unofficial Records:** Unofficial records are those records which do not require a legal name. These records include but are not limited to academic and extracurricular rosters, student ID cards, and District email addresses.
- 3.0 **Official Records:** The District will change a student's name on official records when the name of the student is changed by court action, such as by a change of name proceeding. Once the District receives notice of an order changing a student's legal name, it will use the new legal name in all District records going forward to reflect the change.
- 4.0 **Unofficial Records:** The District shall permit a student to use a preferred name and preferred gender on District-related unofficial documents and records where the use of the legal name is not required by law or District policy. Before a student's preferred name and gender will appear on unofficial records, a student must submit to the Admissions and Records Office as appropriate, a completed Personal Information Change Form. The District shall input the student's preferred name and preferred gender, if applicable, in the appropriate fields in the District's electronic data system to indicate how the student's name and gender will appear on unofficial records. The District shall also enter the preferred name and gender as an Also Known As ("AKA") in the student's permanent records folder.
- 5.0 **Names and Pronouns:** Every effort should be made to use the preferred names and pronouns consistent with a student's preferences on the Personal Information Change form.
- 6.0 Preferred first name requests will be denied or revoked when the name is deemed inappropriate including, but not limited to, avoiding a legal obligation, fraud, obscene language, or misrepresentation. Reports of such activity will be handled pursuant to District policies and procedures and applicable law. Depending on the individual and circumstances involved this could include the offices of Diversity and Compliance, Vice President of Student Services, legal counsel, and/or appropriate law enforcement agencies.
- 7.0 **Appeals:** Students who feel their preferred first name change was denied unjustly due to discrimination may file an appeal with the Office of Vice President of Student Services at the respective campus.
- 8.0 The District reserves the right to suspend the individual's privilege to update their preferred first name given any conditions stated above.

See Board Policy 5040, Student Records, Directory Information, and Privacy and Administrative Procedure 5040, Student Records, Directory Information, and Privacy.

**Date of Adoption:**

# DISTRICT CONSULTATION COUNCIL

Agenda Item Submittal Form

Date: August 19, 2020

From: Cheryl Marshall, Chancellor

Re: Agenda Item for District Consultation Council Meeting of August 24, 2020

1. AGENDA ITEM NAME

**Revised AP 7240-4, Management Employees: Leaves**

2. AGENDA ITEM ACTION (Please check all that apply.)

<b>Information Only</b>		<b>Second Reading</b>	
<b>Review/Discussion</b>	<b>X</b>	<b>Action</b>	<b>X</b>
<b>First Reading</b>	<b>X</b>	<b>Consent Agenda Item</b>	

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

4. BRIEF NARRATIVE SUMMARY OF AGENDA ITEM:

**AP 7240-4 was revised by a DMA Sabbatical Workgroup to update the sabbatical leave process. Updates include revisions to policy language, the review committee composition, the sabbatical application form, and the review rubric.**

5. RECOMMENDATION:

**It is recommended that DCC review and approve the proposed revisions to AP 7240-4.**

6. OTHER PEOPLE CONSULTED, INFORMED OR ATTENDING MEETING ABOUT THIS ITEM:

**DMA Sabbatical Workgroup and Chancellor's Staff**

## **AP 7240-4 Management Employees – Leaves**

### **1.0 Regular (Nontemporary) Management Employees**

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

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

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

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

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

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

1.1.1.5 Transfer of Accumulated Sick Leave

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

## **AP 7240-4 Management Employees – Leaves**

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

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

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

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

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

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

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

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

1.1.3 Reporting and Verification of Sick Leave

1.1.3.1 In the event a management employee will be absent from duty due to illness, the employee must notify the immediate management supervisor within one hour of the employee's usual time to report to work.

## **AP 7240-4 Management Employees – Leaves**

- 1.1.3.2 The District reserves the right to investigate any claim for sick leave and/or require the management employee to furnish a statement signed by a licensed physician verifying the illness. A medical statement shall be required when a management employee is absent for longer than five (5) consecutive working days, and shall certify that the employee is medically able to return to duty.
- 1.1.4 Exhaustion of Sick Leave: When all regular and supplemental sick leave has been exhausted and the management employee is not able to resume the duties of the position due to illness, the employee may elect to resign or to request a leave of absence without pay.
- 2.0 Personal Necessity Leave: At the option of the management employee, and normally with prior approval, up to six (6) days per fiscal year of earned and accumulated regular sick leave may be taken for personal necessity. The employee shall make every effort to provide advance notice of the use of personal necessity leave, not later than the employee's usual time to report to work.
- 3.0 Family Illness Leave: During each calendar year, a management employee may use earned and accumulated regular sick leave to attend to the illness of a child, parent, or spouse of the employee. For purposes of this section, "spouse" includes the domestic partner of a management employee as defined by section 297 of the California Family Code.
- 3.1 Full-time management employees who work twelve (12) months per year are allowed six (6) days of family illness leave. Management employees who work less than one hundred (100) percent or who work fewer than twelve (12) months per year are allowed a pro rata share of family illness leave days.
- 3.2 A management employee who is absent on family illness leave for more than five (5) consecutive working days shall provide the District with a medical statement signed by a licensed physician verifying the family member's illness. The District reserves the right to request substantiation of any claim for family illness leave.
- 4.0 Industrial Accident and Illness Leave
- 4.1 "Industrial accident or illness" as used in this section is defined as any accident or illness arising directly out of or during the course of employment with the District, which necessitates a management employee's absence from work. The determination of whether an accident or illness constitutes an industrial accident or illness shall be made by the District and/or its administering agency, except when the Department of Industrial Relations determines otherwise.
- 4.2 A management employee shall immediately report any injury or illness arising out of and during the course of employment with the District to the employee's immediate management supervisor or authorized designee.
- 4.3 A management employee who becomes disabled due to an industrial accident or illness shall be granted paid industrial accident or illness leave for the period of

## **AP 7240-4 Management Employees – Leaves**

time the employee is unable to render service to the District, not to exceed sixty (60) working days in any one fiscal year for the same accident or illness except when any industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

- 4.3.1 Eligibility for industrial accident and illness leave will continue for only such period as the management employee is qualified as temporarily disabled under the Worker's Compensation laws.
- 4.3.2 Industrial accident and illness leave shall not be accumulative from year to year, nor from one accident/illness to another.
- 4.3.3 Industrial accident and illness leave shall be used in lieu of entitlement to any other paid leave for which the management employee is eligible.
- 4.4 An absence resulting from an industrial accident or illness which has been duly reported by the management employee, supported by medical verification and approved by the District and/or its administering agency as qualified for Worker's Compensation is an absence payable under industrial illness and accident leave.
  - 4.4.1 During the period of determination by the District and/or its administering agency, the payroll charge for the absence will be made to the management employee's sick leave account. If the claim is approved, an adjustment will then be made, restoring to the management employee the sick leave previously charged from the first (1st) day of absence and a charge made in lieu thereof to industrial accident and illness leave.
  - 4.4.2 In the event the management employee does not have sick leave credit, appropriate payroll deductions will be made. If the claim is approved, reimbursement will then be made on the next available payroll.
  - 4.4.3 Industrial illness and accident leave will commence on the first (1st) day of authorized absence. The amount of allowable leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
- 4.5 In the event a management employee's absence due to industrial accident or illness extends beyond sixty (60) workdays, the employee shall be permitted to use accumulated regular sick leave and supplemental sick leave.
  - 4.5.1 The management employee may use earned vacation in conjunction with supplemental sick leave in order to receive a full day's salary.
  - 4.5.2 If the management employee is receiving Worker's Compensation, the use of sick leave and vacation time shall not, when added to the Worker's Compensation award, cause the employee's compensation to exceed one hundred (100) percent of the employee's regular daily salary.

## **AP 7240-4 Management Employees – Leaves**

- 4.6 When all industrial accident, regular sick leave, and supplemental sick leave benefits have been exhausted and a management employee is not medically able to resume the duties of the position, the employee may elect to resign or request a leave of absence without pay.
- 4.7 A management employee who receives a temporary disability payment for industrial accident or illness under Worker's Compensation shall remit such payment to the District for any of period time while the management employee is on any paid disability leave.
- 4.8 Any management employee receiving benefits pursuant to the provisions of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

### 5.0 Bereavement Leave

- 5.1 Five (5) days with pay are allowed for absences due to the death of the management employee's spouse, parent, or child. Five (5) days with pay are allowed due to the death of the parent or child of the management employee's spouse. For purposes of these provisions, "spouse" includes the domestic partner of a management employee as defined by section 297 of the California Family Code.
  - 5.1.1 Time may be taken as provided in Section 1.5.3 for absences due to the death of members of the immediate family of the management employee or the employee's spouse, interpreted to include the following:
    - 5.1.1.1 Brother or sister of the management employee or the employee's spouse.
    - 5.1.1.2 Brother-in-law or sister-in-law of the management employee or the employee's spouse.
    - 5.1.1.3 Son-in-law or daughter-in-law of the management employee or the employee's spouse.
    - 5.1.1.4 Grandparent or grandchild of the management employee or the employee's spouse.
    - 5.1.1.5 Aunt or uncle of the management employee or the employee's spouse.
    - 5.1.1.6 Niece or nephew of the management employee or the employee's spouse.
    - 5.1.1.7 Any person living in the immediate household of the management employee.
  - 5.1.2 Three (3) days with pay are allowed for absences due to the death of immediate family members specified in Section 1.5.2 residing in or south

## **AP 7240-4 Management Employees – Leaves**

of the following counties:

San Luis Obispo	Madera
Fresno	Tulare
Kings	Inyo

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

Monterey	Mariposa
San Benito	Mono
Merced	

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

### **6.0 Family Medical Leave (FMLA/CFRA)**

- 6.1 In accordance with the provisions of Administrative Procedure 7340, eligible management employees shall be granted not more than twelve (12) weeks of unpaid family medical leave within a twelve (12) month period for the following reasons:
- 6.1.1 the birth of a child or to care for a newborn child of the management employee.
  - 6.1.2 the placement of a child with the management employee in connection with the adoption or foster care of a child.
  - 6.1.3 to care for a child parent or spouse who has a serious health condition.
  - 6.1.4 because of the management employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's position.
- 6.2 For purposes of these provisions, "spouse" includes the domestic partner of a management employee as defined by section 297 of the California Family Code.

### **7.0 Maternity Leave**

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

## **AP 7240-4 Management Employees – Leaves**

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

### **8.0 Paternity Leave**

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

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

### **9.0 Adoption Leave**

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

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

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

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

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

## **AP 7240-4 Management Employees – Leaves**

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

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

- 14.0 Mini-Sabbatical Leave: Management employees may be granted a ~~mini-sabbatical~~ leave of absence, at full pay and benefits, for purposes of ~~professional enrichment and regeneration.~~ pursuing educational activities that will enhance their professional growth, development, and enrichment and be of benefit to the programs and services of the District.
- 14.1 A management employee shall be eligible for a ~~mini-sabbatical~~ leave after sixty (60) months of continuous service to the District in a management position, provided the employee has not ~~been granted~~ taken a sabbatical leave during those sixty (60) months.
- 14.2 A ~~mini-sabbatical~~ leave may be approved for not more than forty (40) duty days, either in conjunction with or separate from vacation days.
- 14.3 A management employee applying for a ~~mini-sabbatical~~ leave shall submit a ~~letter of application that shall include a general statement of the employee's plans for professional enrichment and regeneration. The application shall be submitted~~ Management Sabbatical Leave Letter of Application through the immediate management supervisor to the President/~~Provost~~ or appropriate District administrator (for District Office employees) for review and feedback. Applications will be forwarded to the Sabbatical Review Committee for recommendation. ~~If recommended by the President/Provost/District administrator and the Vice Chancellor of Human Resources, the application will be submitted to~~

## **AP 7240-4 Management Employees – Leaves**

~~the Board of Trustees for approval. Applications must be submitted by February 1st for leaves to be taken during the subsequent fiscal year. Alternative dates for the requested leave should be included in the application.~~

[14.3.1 The Sabbatical Review Committee will be composed of four DMA appointees, one each from Fullerton College, Cypress College, NOCE, and District Services, plus one representative from Human Resources.](#)

[14.3.2 Applications recommended for approval by the Sabbatical Review Committee will then be sent to Chancellor's Staff for review.](#)

[14.3.3 Applications recommended for approval by Chancellor's Staff will be submitted to the Board of Trustees for approval no later than the first Board meeting in December.](#)

[14.4 Applications must be submitted by August 1<sup>st</sup> for leaves to be taken during the subsequent fiscal year. Alternative dates for the requested leave should be included in the application.](#)

[14.5 Managers granted a sabbatical will be required to provide a report and/or presentation at the end of the sabbatical to their President or appropriate District administrator \(for District Office employees\).](#)

14.4.6 In preparing for a leave, due consideration shall be taken for guaranteeing the continuity of operation, including the funding necessary for guaranteeing such continuity.

14.5.7 If the ~~mini~~-sabbatical program is interrupted because of serious illness or accident, this shall not be considered a failure to fulfill the conditions upon which the leave is granted. It shall not affect the amount of compensation to be paid the management employee, provided the District shall have been promptly advised of such accident or illness. Notification, with proper documentation, shall be made by registered letter within fifteen (15) days of the time of accident or illness to the Vice Chancellor of Human Resources unless prevented by extenuating circumstances.

[14.8 If managers voluntarily separate from the District less than a year after completing their sabbatical, they will be required to reimburse the District for the salary they earned during their sabbatical.](#)

14.6.9 The number of ~~mini~~-sabbatical leaves that may be granted to management employees in any fiscal year shall not exceed five percent of the District's total regular management staff (rounded to the nearest whole number).

15.0 **Temporary Management Employees:** Temporary management employees shall be granted leaves of absence as provided by law and in accordance with the terms of an applicable contract for employment.

## **AP 7240-4 Management Employees – Leaves**

**Date of Adoption:** May 27, 2008

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

## Management Sabbatical Leave

### Letter of Application

To the applicant: Management employees may be granted a sabbatical leave of absence, at full pay and benefits, for purposes of pursuing educational activities that will enhance their professional growth and development and enrichment and be of benefit to the programs and services of the District. The application should be submitted to the employee's immediate management supervisor by August 1<sup>st</sup>.

The letter of application will be reviewed for:

- A robust plan of relevant activities and clear timeline
- Support of professional enrichment and development
- Provision of benefit to the institution
- Thoroughness of presentation of the letter of application

Name \_\_\_\_\_ Banner ID @ \_\_\_\_\_

Job Title \_\_\_\_\_ Campus \_\_\_\_\_

Email \_\_\_\_\_ Extension \_\_\_\_\_

Date of Initial Service in a NOCCCD Management Position \_\_\_\_\_

Date(s) of Previous Management Sabbatical Leaves \_\_\_\_\_

Title of Proposed Sabbatical Leave \_\_\_\_\_

Proposed Dates for the Sabbatical Leave (Maximum of 40 duty days) \_\_\_\_\_

Alternative dates (if any): \_\_\_\_\_

Draft 8/17/20

Purpose of Proposed Sabbatical Leave:

Description of Activities for Proposed Sabbatical Leave (You may attach any relevant documents that help to describe your proposal.):

Timeline or requested dates for Proposed Sabbatical Leave:

Explain how the sabbatical leave will provide professional enrichment and development for the employee and a benefit to the institution.

Explain how the institution will maintain continuity of operation during this sabbatical leave (include source of funding, if needed)

\*I understand that I will be responsible for submitting a written report upon completion of the sabbatical leave. A presentation may also be requested by the Board of Trustees.

Draft 8/17/20

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\* ACKNOWLEDGEMENT AND REVIEW \*\*\*\*\*

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

CEO/VC Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOCCCD**  
**MANAGEMENT SABBATICAL**  
**REVIEWER RUBRIC**

Name of Applicant \_\_\_\_\_

Title of Proposed Sabbatical Leave \_\_\_\_\_

Criterion (weighted 30-30-30-10)	Score lowest to highest
A robust plan of relevant activities and clear timeline.	0 1 2 3 4 5
Support of professional enrichment and development.	0 1 2 3 4 5
Provision of benefit to the institution.	0 1 2 3 4 5
Thoroughness of the presentation of the letter of application.	0 1 2 3 4 5
<b>TOTAL</b>	

COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you recommend approval of this proposal? (Check one) YES \_\_\_\_\_ MAYBE \_\_\_\_\_ NO \_\_\_\_\_

Reviewer \_\_\_\_\_ Date \_\_\_\_\_

# DISTRICT CONSULTATION COUNCIL

Agenda Item Submittal Form

Date: August 8, 2020

From: Arturo Ocampo, District Director, Diversity & Compliance

Re: Agenda Item for District Consultation Council Meeting of August 24, 2020

1. AGENDA ITEM NAME

**New Title IX Regulations**

2. AGENDA ITEM ACTION (Please check all that apply.)

<b>Information Only</b>	<b>X</b>	<b>Second Reading</b>	
<b>Review/Discussion</b>	<b>X</b>	<b>Action</b>	
<b>First Reading</b>	<b>X</b>	<b>Consent Agenda Item</b>	

3. ESTIMATED TIME REQUIRED FOR PRESENTATION/DISCUSSION: **30 minutes**

4. BRIEF NARRATIVE SUMMARY OF AGENDA ITEM:

**To inform the committee of the new Title IX regulations, and share the District’s interim procedures. Share the new roles and costs associated with the new regulations.**

5. RECOMMENDATION:

**Discuss next steps, which would include beginning the shared governance process to update our policies and procedures to ensure compliance with the new Title IX regulations.**

6. OTHER PEOPLE CONSULTED, INFORMED OR ATTENDING MEETING ABOUT THIS ITEM:

**Campus Title IX coordinators and team, legal counsel, Chancellor’s Office. All District employees have received a notice and summary of the new Title IX regulations.**

# Interim Procedures: Responding to Harassment Based on Sex Under Title IX

References: 20 U.S. Code Sections 1681, et seq.; 34 Code of Federal Regulations Parts 106.1 et seq.

## **Introduction**

The District encourages members of the District community to report sexual harassment. This procedure only applies to conduct defined sexual harassment under Title IX and applicable federal regulations and that meet Title IX jurisdictional requirements. The District will respond to sexual harassment and sexual misconduct that falls outside that definition and outside the jurisdiction of the Title IX federal regulations using California law and applicable District policies and procedures. In implementing these procedures discussed below, the District will also provide supportive measures, training, and resources in compliance with California law, unless they are preempted by the Title IX regulations.

## **Title IX Coordinator**

Questions concerning Title IX may be referred to the District-wide Title IX Coordinator whose contact information is below.

The District's Title IX Coordinator is Arturo Ocampo, District Director, Diversity & Compliance, and the Title IX Coordinator's contact information is:  
Address and office location  
(714) 808-4820  
aocampo@nocccd.edu

Questions concerning Title IX may also be referred to the college/school Title IX Coordinators whose contact information is below

Cypress College Title IX Coordinator:  
Paul de Dios  
Vice President, Student Services  
(714) 484-7335  
pdedios@cypresscollege.edu

Fullerton College Title IX Coordinator:  
Dr. Elaine Lipiz Gonzalez  
Dean of Student Support Services  
(714) 992-7088  
ELipizgonzalez@fullcoll.edu

North Orange Continuing Education Title IX Coordinator:  
Martha Gutierrez  
Vice President, Student Services  
(714) 808-4660  
mgutierrez@NOCE.edu

The Title IX Coordinator is required to respond to reports of sexual harassment or misconduct. The Title IX Coordinator will treat information received with the utmost discretion and will share information with others on a need-to-know basis. For example, the Title IX Coordinator may need to address public safety concerns on campus, comply with state and federal legal requirements, or share information to implement supportive measures.

A report of sexual harassment to the Title IX Coordinator does not necessarily result in a full investigation, as discussed more fully below. However, the Title IX Coordinator will make an assessment to determine if there is a safety risk to the campus. If the Title IX Coordinator finds there is a continued risk, the Title IX Coordinator will file the formal complaint without the Complainant's consent or cooperation.

### **Title IX Harassment Complaints, Investigations, and Hearings**

These Title IX sexual harassment procedures and the related policy protects students, employees, applicants for employment, and applicants for admission.

### **Jurisdictional Requirements – Application of Procedures**

These procedures apply if the conduct meets the following three jurisdictional requirements:

- The conduct took place in the United States;
- The conduct took place in a District “education program or activity.” This includes locations, events, or circumstances over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred, including on-campus and off-campus property and buildings the District owns or controls or student organizations officially recognized by the District own or control.
- The conduct meets the definition of Title IX “sexual harassment.”

### **Definitions**

**Advisor:** Throughout the grievance process, both the Complainant and Respondent have a right to an Advisor of their choice. The Advisor may be any person, except an Advisor may not be the Title IX Coordinator, investigator, or Decision-Maker. If a Party does not have an Advisor at the time of the hearing, the District must provide the Party an Advisor of its choice, free of charge. The District may establish restrictions regarding the extent to which the Advisor may participate in the proceedings as long as the restrictions apply equally to both Parties.

**Complainant:** A Complainant is an individual who alleges he/she/they is the victim of conduct that could constitute sexual harassment.

**Consent:** Consent means affirmative, conscious, and voluntary agreement to engage in sexual activity. Both Parties must give affirmative consent to sexual activity. It is the responsibility of each person involved in the sexual activity to ensure that he/she/they has the affirmative consent of the other or others to engage in the sexual activity. Lack of protest, lack of resistance, or silence do not indicate consent. Affirmative consent must be ongoing throughout a sexual activity and one can revoke his/her/their consent

at any time. The existence of a dating relationship between the persons involved, or the fact of past sexual relations between them, is not an indicator of consent.

The Respondent's belief that the Complainant consented will not provide a valid defense unless the belief was actual and reasonable, based on the facts and circumstances the Respondent knew, or reasonably should have known, at the time of the incident. A Respondent's belief is not a valid defense where:

- The Respondent's belief arose from the Respondent's own intoxication or recklessness;
- The Respondent did not take reasonable steps to ascertain whether the Complainant affirmatively consented; or
- The Respondent knew or a reasonable person should have known that the Complainant was unable to consent because the Complainant was incapacitated, in that the Complainant was:
  - asleep or unconscious;
  - unable to understand the fact, nature, or extent of the sexual activity due to the influence of drugs, alcohol, or medication; or
  - unable to communicate due to a mental or physical condition.

**Decision-Maker:** The person who will oversee the live hearing and make a determination of responsibility. The Decision-Maker cannot be the Title IX Coordinator or the investigator.

**Formal Complaint:** A written complaint signed by the Complainant or Title IX Coordinator, alleging sexual harassment and requesting an investigation. If the Title IX Coordinator signs the formal complaint, he/she/they will not become a Party to the complaint.

**Parties:** As used in this procedure, this means the Complainant and Respondent.

**Respondent:** A Respondent is an individual reported to be the perpetrator of conduct that could constitute sexual harassment.

**Sexual Harassment under Title IX:** Conduct that satisfies one or more of the following:

- A District employee conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (*quid pro quo* harassment);
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;
- Sexual assault, including the following:
  - Sex Offenses. Any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.
  - Rape (except Statutory Rape). The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of

his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity. There is carnal knowledge if there is the slightest penetration of the genital or anal opening of the body of another person.

- Sodomy. Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental, cognitive or physical incapacity.
- Sexual Assault with an Object. To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything the offender uses other than the offender's genitalia, e.g., a finger, bottle, handgun, stick.
- Fondling. The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental, cognitive or physical incapacity.
- Sex Offenses, Non-Forcible Unlawful, Non-Forcible Sexual Intercourse.
  - Incest. Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
  - Statutory Rape – Non-Forcible. Sexual intercourse with a person who is under the statutory age of consent. There is no force or coercion used in Statutory Rape; the act is not an attack.
- Dating violence. Violence against a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of a relationship will be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
- Domestic Violence. Violence committed:
  - By a current or former spouse or intimate partner of the victim;
  - By a person with whom the victim shares a child in common;
  - By a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;

- By a person similarly situated to a spouse of the victim under the domestic or family violence laws of California; or
- By any other person against an adult or youth victim protected from that person's acts under the domestic or family violence laws of California.
- Stalking. Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his/her/their safety or the safety of others or suffer substantial emotional distress.

## **Reporting Options**

Any individual may report sexual harassment to the District's Title IX Coordinator.

The District strongly encourages prompt reporting of sexual harassment. Prompt reporting allows for the collection and preservation of evidence, including physical evidence, digital media, and witness statements. A delay may limit the District's ability to effectively investigate and respond.

Individuals have the opportunity to decide whether they want to pursue a formal Title IX complaint. Reporting sexual harassment to the Title IX Coordinator does not automatically initiate an investigation under these procedures. A report allows the District to provide a wide variety of support and resources to impacted individuals and to prevent the reoccurrence of the conduct. A Complainant or the Title IX Coordinator filing a formal complaint will initiate an investigation.

If there are parallel criminal and Title IX investigations, the District will cooperate with the external law enforcement agency and will coordinate to ensure that the Title IX process does not hinder legal process or proceedings.

The District will document reports of sexual harassment in compliance with the Clery Act, a federal law requiring data collection of crime within the campus geography. Under the Clery Act, the District does not document personal information; the District reports the type of conduct, time, date, and location. (See, also BP/AP 3540.)

## **District Employees and Officials with Authority**

District Officials with Authority are not confidential resources and are required to report allegations of sexual harassment to the Title IX Coordinator promptly. All other employees are encouraged to report allegations to the Title IX Coordinator but are not required to do so.

The District has designated the following employees as Officials with Authority:

- All supervisory employees
- All Special Project Administrators

Officials with Authority are required to report all relevant information they know about sexual harassment including the name of the Respondent, the Complainant, any other witnesses, and the date, time, and location of the alleged incident.

## **Intake and Processing of Report**

### **Receipt of Report**

After receiving a report of sexual harassment, the Title IX Officer will contact the Complainant and reporting party to explain rights under this policy and procedure and invite the Complainant to an in-person meeting. The Title IX Officer will discuss supportive measures with the Parties.

### **Timeframe for Reporting**

To promote timely and effective review, the District strongly encourages individuals to report sexual harassment as soon possible because a delay in reporting may affect the ability to collect relevant evidence and may affect remedies the District can offer.

### **Supportive Measures**

Supportive measures are non-disciplinary, non-punitive individualized services offered free of charge to the Complainant or the Respondent regardless of whether a formal complaint has been filed. The District will provide the Complainant and Respondent with supportive measures as appropriate and as reasonably available to restore or preserve equal access to the District's education program or activities. These measures are designed to protect the safety of all Parties, protect the District's educational environment, or deter sexual harassment. The District will provide supportive measures on a confidential basis and will only make disclosures to those with a need to know to enable the District to provide the service. Supportive measures may include counseling, extensions of deadlines, other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the Parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

### **Removal of Respondent Pending Final Determination**

Upon receiving a report regarding sexual harassment, the Title IX Coordinator will make an immediate assessment concerning the health and safety of the Complainant and campus community as a whole. The District has the right to order emergency removal of a Respondent, or if the Respondent is an employee, place the employee on administrative leave.

### **Emergency Removal**

The District may remove a non-employee Respondent from the District's education program or activity on an emergency basis after it conducts an individualized safety and risk analysis and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal.

The District may not use emergency removal to address a Respondent's threat of obstructing the sexual harassment investigation or destroying relevant evidence.

Emergency removal is only available to address health or safety risks against individuals arising out of sexual harassment allegations, not to address other forms of misconduct that a Respondent might commit pending the processing of a complaint.

At Cypress College, Fullerton College, and North Orange Continuing Education, the Vice President of Student Services will conduct the individualized safety and risk analysis.

If the individual designated above determines emergency removal is appropriate, he/she/they or designee will provide the person the District is removing from campus on an emergency basis with a notice and opportunity to attend a meeting and challenge the basis of his/her/their removal. The college/school Vice President of Instruction or designee will determine whether the emergency removal from campus order is warranted after considering information provided by the Respondent challenging the emergency removal.

### **Administrative Leave**

The District may place a non-student employee Respondent on administrative leave during the pendency of a grievance process described in the formal complaint process below. The District will follow any relevant policies, procedures, collective bargaining agreements, or state law in placing an employee on administrative leave.

### **Formal Complaint Grievance Process**

#### **Notice to Parties**

Upon receipt of a formal complaint, the Title IX Coordinator will provide the following notice in writing, to the Parties:

- Notice of the District's Title IX grievance process;
- Notice of the allegations of alleged sexual harassment with sufficient details known at the time and with sufficient time to prepare a response before any initial interview;
- Statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- Notice that the Parties may have an Advisor of their choice, who may be, but is not required to be, an attorney;
- Notice that the Parties may inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and inculpatory or exculpatory evidence whether obtained from a Party or other source; and
- Inform the Parties of any provision in the District's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the Complainant or Respondent that are not included in the notice provided above, the

Title IX Coordinator will provide notice in writing of the additional allegations to the Parties.

### **Dismissal of Formal Complaint**

The District must investigate the allegations in a formal complaint. However, the District must dismiss the formal complaint and will not process the complaint under these procedures if any of the following three circumstances exist:

- If the conduct alleged in the formal complaint would not constitute Title IX sexual harassment as defined in this procedure;
- If the conduct alleged did not occur in the District's education program or activity;
- If the conduct alleged did not occur against a person in the United States.

The District has discretion to dismiss a formal complaint or any allegation under the following circumstances:

- If at any time during the investigation or hearing: a Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the formal complaint or any allegations;
- If the Respondent is no longer enrolled or employed by the District; or
- If there are specific circumstances that prevent the District from gathering evidence sufficient to reach a determination regarding responsibility as to the formal complaint or allegations.

If the District dismissed the formal complaint or any allegations, the Title IX Coordinator shall simultaneously provide the Parties with written notice of the dismissal and reason. The District will also notify the Parties of their right to appeal.

The District may commence proceedings under other policies and procedures after dismissing a formal complaint.

### **Consolidation of Formal Complaints**

The District may, but is not required to, consolidate formal complaints as to allegations of sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one Party against the other Party, where the allegations of sexual harassment arise out of the same facts or circumstances.

### **Equitable Treatment of the Parties**

The District's determination of responsibility is a neutral, fact-finding process. The District will treat Complainants and Respondents equitably. The procedures will apply equally to both Parties. The District will not discipline a Respondent unless it determines the Respondent was responsible for sexual harassment at the conclusion of the grievance process.

### **Statement of Non-Responsibility**

The investigation is a neutral, fact-finding process. The District presumes all reports are in good faith. Further, the District presumes the Respondent is not responsible for the alleged conduct. The District makes its determination regarding responsibility at the conclusion of the grievance process.

### **Bias or Conflict of Interest**

The District's Title IX Coordinator, investigator, Decision-Maker, or any person designated by the District to facilitate an informal resolution process, will not have potential actual bias or conflict of interest in the investigatory, hearing, sanctioning, or appeal process or bias for or against Complainants or Respondents generally. Actual bias is an articulated prejudice in favor of or against one Party or position; it is not generalized concern about the personal or professional backgrounds, positions, beliefs, or interests of the decision-maker in the process. The District will provide training to the Title IX Coordinator, investigator, Decision-Maker, and facilitator on bias, conflict of interest, and how to serve impartially without prejudging the facts.

### **Timeline for Completion**

The District will undertake its grievance process promptly and as swiftly as possible. The District will complete the investigation and its determination regarding responsibility or the informal resolution process within 180 calendar days.

When appropriate, the Title IX Coordinator may determine that good cause exists to extend the 180-calendar day period to conduct a fair and complete investigation, to accommodate an investigation by law enforcement, to accommodate the unavailability of witnesses or delays by the Parties, to account for District breaks or vacations, or due to the complexity of the investigation. The District will provide notice of this extension to the Complainant and Respondent in writing and include the reason for the delay and anticipated timing of completion.

A Party may request an extension from the Title IX Coordinator in writing by explaining the reason for the delay and the length of the continuance requested. The Title IX Coordinator will notify the Parties and document the grant or denial of a request for extension or delay as part of the case recordkeeping.

### **Role of Advisor**

The role of the Advisor is to provide support and assistance in understanding and navigating the investigation process.

The Advisor may not testify in or obstruct an interview, or disrupt the process. The Title IX Coordinator has the right to determine what constitutes appropriate behavior of an Advisor and take reasonable steps to ensure compliance with this procedure.

A Party does not have a right to self-representation at the hearing; an Advisor must conduct any cross-examination. The District must provide an Advisor of its choice, free of charge to any Party without an Advisor in order to conduct cross-examination. If an Advisor fails to appear at the hearing, the District will provide an Advisor to appear on

behalf of the non-appearing Advisor. To limit the number of individuals with confidential information about the issues, each Party may identify one Advisor.

### **Confidentiality Agreements**

To protect the privacy of those involved, the Parties and Advisors are required to sign a confidentiality agreement prior to attending an interview or otherwise participating in the District's grievance process. The confidentiality agreement restricts dissemination of any of the evidence subject to inspection and review or use of this evidence for any purpose unrelated to the Title IX grievance process. The confidentiality agreement will not restrict the ability of either Party to discuss the allegations under investigation.

### **Use of Privileged Information**

The District's formal complaint procedure does not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally-recognized privilege (e.g., attorney-client privilege, doctor-patient privilege, spousal privilege, etc.), unless the person holding the privilege provides voluntary, written consent to waive the privilege.

### **Investigations**

The Title IX Coordinator is responsible to oversee investigations to ensure timely resolution and compliance with Title IX and this procedure.

Both Parties have the right to have an Advisor present at every meeting described in this section.

### **Trained Investigators**

The District will investigate Title IX formal complaints fairly and objectively. Individuals serving as investigators under this procedure will have adequate training on what constitutes sexual harassment and how the District's grievance procedures operate. The District will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence and complies with this procedure.

### **Gathering Evidence and Burden of Proof**

The District, not the Parties, has the responsibility to gather information and interview witnesses. When the investigator evaluates the evidence, he/she/they will do so using the preponderance of the evidence standard. After considering all the evidence gathered, the investigator will decide whether it is more likely than not that the reported conduct occurred.

### **Notice of Investigative Interview**

The District will provide written notice of the date, time, location, participants, and purpose of all investigative interviews to a Party whose participation is invited or expected, with sufficient time for the Party to prepare to participate.

### **Evidence Review**

Both Parties have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal

complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a Party or other source.

Prior to the investigator preparing an investigative report, the District will send to each Party and the Party's Advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The Parties will have at least 10 days to submit a written response. The investigator must consider this written response prior to completing the investigative report.

### **Investigative Report**

The results of the investigation of a formal complaint will be set forth in a written report that will include at least all of the following information:

- A description of the circumstances giving rise to the formal complaint;
- A description of the procedural steps taken during the investigation, including all individuals contacted and interviewed;
- A summary of the testimony of each witness the investigator interviewed;
- An analysis of relevant evidence collected during the investigation, including a list of relevant documents;
- A specific finding as to whether the allegations occurred using a preponderance of the evidence standard;
- A table of contents if the report exceeds ten pages; and
- Any other information deemed appropriate by the District.

The investigator will not make a determination regarding responsibility.

The investigator may redact information not directly related to the allegations or privileged information. However, the investigator will keep a log of information he/she/they do not produce to the Parties. The investigator will provide this log only to the Title IX Coordinator. The Title IX Coordinator will not disclose the log to the Parties, but will maintain the log in the Title IX Coordinator's file, in the event it later becomes relevant.

At least 10 days prior to a hearing or other time of determination regarding responsibility, the District will send the investigative report to each Party and their Advisors, if any, the investigative report in an electronic format or a hard copy, for review and written response. The Parties will have at least 10 days to submit a written response.

### **Hearing**

After completing an investigation and prior to completing a determination regarding responsibility, the District will hold a live hearing to provide the Complainant and Respondent an opportunity to respond to the evidence gathered before a Decision-Maker. Neither Party may choose to waive the right to a live hearing, but the Parties can choose whether to participate in the hearing or answer some or all cross-examination questions.

a. Notice

If the District proceeds to a hearing, the District will provide all Parties written notice of the date, time, location, participants, and purpose of the hearing with sufficient time for the Party to prepare to participate.

b. Hearing Format

The District may provide a live hearing with all Parties physically present in the same geographic location or, at the District's discretion if either Party requests, the District may provide any or all Parties, witnesses, and other participants the ability to appear at the live hearing virtually, with technology enabling participants simultaneously to see and hear each other in real time.

The District will make the information reviewed during the Evidence Review available at the hearing for reference and consultation. The District will not restrict the ability of either Party to discuss the allegations under investigation or to gather and present relevant evidence.

The District will create an audio or audiovisual recording, or transcript, of any live hearing and make it available to the Parties for inspection and review.

**Decision-Maker**

The Decision-Maker will be free from conflict of interest or bias, including bias for or against Complainants or Respondents.

The Decision-Maker may ask the Parties and the witnesses questions during the hearing. The Decision-Maker must objectively evaluate all relevant evidence both inculpatory and exculpatory, and must independently reach a determination regarding responsibility without giving deference to the investigative report. The Decision-Maker must receive training on issues of relevance, how to apply the rape-shield protections for Complainants, and any technology to be used at the hearing.

**Presenting Witnesses**

The District will provide the Complainant and Respondent an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. Witnesses, like Parties, are not required to participate in the live hearing process.

Only relevant evidence will be admissible during the hearing. Relevant evidence means evidence, including evidence relevant to the credibility of a Party or witness, having any tendency in reason to prove or disprove any disputed fact material to the allegations under investigation.

**Cross Examination**

The District will permit each Party's Advisor to ask the other Party and any witnesses all relevant questions and follow-up questions, including those questions challenging credibility. The Party's Advisor must conduct cross-examination directly, orally, and in real time. A Party may never personally conduct cross-examination.

Advisors may only ask relevant cross-examination and other questions of a Party or witness. Before a Complainant, Respondent, or witness answers a cross-examination or other question, the Decision-Maker must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. The Decision-Maker need not provide a lengthy or complicated explanation in support of a relevance determination. If a Party or witness disagrees with a relevance determination, that individual has the choice of either (1) abiding by the Decision-Maker's determination and answering the question or (2) refusing to answer the question.

If a Party or witness does not submit to cross-examination at the live hearing, the Decision-Maker will not rely on any statement of that Party or witness in reaching a determination regarding responsibility. A Party or witness may also decline to answer a question, and the Decision-Maker cannot rely on any statement on which that Party or witness has declined to answer cross-examination questions. A Decision-Maker cannot draw an inference about the determination regarding responsibility based solely on a Party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions.

### **Determinations of Responsibility**

When the Decision-Maker makes a determination of responsibility or non-responsibility, the Decision-Maker will issue a written determination regarding responsibility, no later than 30 business days after the date that the hearing ends.

When making a determination regarding responsibility, a Decision-Maker will objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence. A Decision-Maker may not make credibility determinations based on an individual's status as a Complainant, Respondent, or witness. In evaluating the evidence, the Decision-Maker will use the preponderance of the evidence standard. Thus, after considering all the evidence it has gathered, the District will decide whether it is more likely than not that sexual harassment occurred.

The written determination will include:

- Identification of the allegations potentially constituting Title IX sexual harassment as defined in these procedures.
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including who conducted the investigation and gave notifications to the Parties. The determination will also state when, where, and the date the investigator interviewed the Parties and witnesses, conducted site visits, the methods used to gather other evidence. The procedural section should also discuss the dates and how the Parties were provided the opportunity to review and inspect evidence and the date of any hearings held and who attended the hearing.
- Findings of fact supporting the determination. In making these findings, the Decision-Maker will focus on analyzing the findings of fact that support the determination of responsibility or non-responsibility.
- Conclusions regarding the application of the District's code of conduct to the facts.

- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility.
- A statement of, and rationale for, any disciplinary sanctions the District imposes on the Respondent.
- A statement of whether the District will provide the Complainant with remedies designed to restore or preserve equal access to the District's education program or activity.
- The District need not disclose to the Respondent remedies that do not affect him/her/them as part of the written determination. The District can inform the Respondent that it will provide remedies to the Complainant. However, the District will inform the Complainant of the sanctions against the Respondent.
- The District's procedures and permissible bases for the Complainant and Respondent to appeal.

The District will provide the written determination to the Parties simultaneously. The determination regarding responsibility becomes final either on the date that the District provides the Parties with the written determination of the result of the appeal, if the Parties file an appeal, or if the Parties do not file an appeal, the date on which an appeal would no longer be considered timely.

### **Disciplinary Sanctions and Remedies**

The District must have completed the grievance procedures (investigation, hearing, and any appeal, if applicable) before the imposing disciplinary sanctions or any other actions that are not supportive measures against a Respondent. If the Decision-Maker determines the Respondent was responsible for conduct that constitutes sexual harassment, the District will take disciplinary action against the Respondent and any other remedial action it determines to be appropriate. The action will be prompt, effective, and commensurate with the severity of the offense.

Remedies for the Complainant might include, but are not limited to:

- Providing an escort to ensure that the Complainant can move safely between classes and activities;
- Ensuring that the Complainant and Respondent do not attend the same classes or work in the same work area;
- Providing counseling services or a referral to counseling services;
- Providing medical services or a referral to medical services;
- Providing academic support services, such as tutoring;
- Arranging for a Complainant, if a student, to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the Complainant's academic record; and
- Reviewing any disciplinary actions taken against the Complainant to see if there is a causal connection between the harassment and the misconduct that may have resulted in the Complainant's discipline.

Possible disciplinary sanctions for student Respondents include written or verbal reprimand, required training or counseling, non-academic probation, suspension, and expulsion. Possible disciplinary sanctions for employee Respondents include written or verbal reprimand, required training or counseling, demotion, suspension, or discharge.

### **Appeal of Dismissal of a Formal Complaint or of the Determination of Responsibility**

A Complainant or Respondent may appeal the District's determination regarding responsibility or the dismissal of a formal complaint or any allegations. A Complainant or Respondent must submit a written appeal within ten business days from the date of the notice of determination regarding responsibility or from the date of the District's notice of dismissal of a formal complaint or any allegations.

### **Grounds for Appeal**

The North Orange County Community College District Board of Trustees will serve as the Decision-Maker on Appeal. In filing an appeal of the District's determination regarding responsibility or the District's dismissal of a formal complaint, the Party must state the grounds for appeal and a statement of facts supporting those grounds. The grounds for appeal are as follows:

- A procedural irregularity affected the outcome;
- New evidence was not reasonably available at the time the District's determination regarding responsibility or dismissal was made, and this new evidence could affect the outcome; or
- The District's Title IX Coordinator, investigator, or Decision-Maker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome.

### **Appeal Procedure**

If the Complainant or Respondent submit an appeal to the District, the District will:

- Notify the other Party in writing within five business days of receiving a Party's appeal.
- Allow the non-appealing Parties at least ten business days from the date of receipt of the appeal to submit a written statement in support of, or challenging, the outcome.

The appeal Decision-Maker will issue a written decision on whether to grant or deny the appeal, and the rationale for the decision, within 45 business days after the Decision-Maker on appeal receives the response to the appeal or the last day to provide a response. The District will provide the written decision simultaneously to both Parties.

The Decision-Maker on appeal may extend or otherwise modify the deadlines provided above. Either Party may seek an extension by submitting a written request to the appeal Decision-Maker explaining the need for the extension and the proposed length of the extension. The Decision-Maker will respond to the request within 48 hours in writing and will inform the Parties simultaneously whether the extension is granted.

## **Informal Resolution**

If the District determines that a formal complaint is appropriate for informal resolution, it may provide the Parties with the opportunity to participate in an informal resolution process, including mediation, at any time prior to reaching a determination regarding responsibility.

The District will provide the Complainant and Respondent written disclosure of the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the Parties from resuming a formal complaint arising from the same allegations, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

The District must obtain the Parties' voluntary, written consent to the informal resolution process. If the Parties reach an agreement, the District does not have to complete a full investigation and adjudication of a report of sexual harassment. At any time prior to agreeing to a resolution, any Party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

The informal resolution process is not available to resolve allegations that an employee sexually harassed a student.

## **Retaliation Prohibited**

The District prohibits any intimidation, threats, coercion, or discrimination against any individual who made a report or complaint of sexual harassment, testified, assisted, or participated or refused to participate in any manner in a Title IX investigation, proceeding, or hearing. Individuals who experience retaliation may file a complaint using the formal complaint process described above.

## **Dissemination of Policy and Procedures**

The District will provide its policy and procedures related to Title IX on its website and in each handbook or catalog provided to applicants for admission and employment, students, employees, and all unions or professional organizations holding collective bargaining with the District.

When hired, employees are required to sign acknowledging that they have received the policy and procedures. The District will place the signed acknowledgment of receipt in each employee's personnel file.

## **Training**

The District will provide training to Title IX Coordinators, investigators, Decision-Makers, and any individual who facilitates an informal resolution process, on the definition of sexual harassment, the scope of the District's education program or activities, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including avoiding prejudgment of the facts at issue, conflicts of interest, and bias. Any materials used to train the District's Title IX Coordinator, investigators, Decision-Makers, and any person who facilitates an informal resolution process, will not rely on sex stereotypes

and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

### **File Retention**

The District will retain on file for a period of at least seven years after closing the case copies of:

- The original report or complaint;
- Any actions taken in response to the complaint, including supportive measures;
- The investigative report including all evidence gathered and any responses from the Parties;
- The District's determination regarding responsibility;
- Audio or audiovisual recording or transcript from a hearing;
- Records of any disciplinary sanctions imposed on the Respondent;
- Records of any remedies provided to the Complainant;
- Any appeal and the result;
- Any informal resolution and the result; and
- All materials used to train Title IX Coordinators, investigators, Decision-Makers, and any person who facilitates an informal resolution process. The District will make these training materials publicly available on its website.

The District will make these documents available to the U.S. Department of Education Office for Civil Rights upon request.