

Agenda

Desert Community College District Board of Trustees
43-500 Monterey Ave., Palm Desert, CA 92260

REGULAR MEETING OF THE BOARD OF TRUSTEES

DATE: FRIDAY, JANUARY 18, 2013
TIME: 9:30 A.M.
LOCATION: CRAVENS MULTI-PURPOSE ROOM

Persons with disabilities may make a written request for a disability-related modification or accommodation, including for auxiliary aids or services, in order to participate in the Board meeting. Requests should be directed to the Office of the President as soon in advance of the Board meeting as possible.

For the convenience of the public, regular meetings of the Board of Trustees are transmitted live via "video stream" from the District's website, www.collegeofthedesert.edu. This is a non-interactive format allowing viewers to hear the discussion and view the Board of Trustees during the meeting. Archived video of some prior meetings is also available. The minutes of the meetings of the Board of Trustees are the official record of the actions of the Board.

I. CALL TO ORDER – PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. AGENDA:

- A. BOARD MEETING AGENDA:** Pursuant to Government Code Section 54954.2(b)(2), the Board may take action on items of business not appearing on the posted agenda, upon a determination by a 2/3 vote of the Board, or (if less than 2/3 of the members are present, a unanimous vote of those present), that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified.

CONFIRMATION OF AGENDA: Confirm the agenda of the Regular Meeting of January 18, 2013, with any additions, corrections, or deletions.

- IV. CLOSED SESSION** Closed session shall not extend past the designated time, but should the business considered in closed session require additional time the board shall reserve time after the public meeting to continue discussion.

9:35 to 10:15 and 12:00 to 1:30 and/or following the open session if additional time is needed.

- 1. CONFERENCE WITH LABOR NEGOTIATOR,** Pursuant to Section 54957.6; unrepresented groups & labor unions on campus include CTA, CODAA, and CSEA; Agency Designated Representative: Mr. Stan Dupree

2. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION:

Section 54956.9 (b)(c) Specify number of potential cases: 6

3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Superintendent/President

V. OPEN SESSION *10:15 a.m.*

Closed session report (if any)

VI. PUBLIC COMMENTS (Agenda Items): PERSONS WHO WISH TO SPEAK TO THE BOARD ON ANY ITEM SHOULD COMPLETE THE “REQUEST TO ADDRESS THE BOARD” FORM AND PRESENT IT TO THE SECRETARY. PERSONS WHO WISH TO SPEAK TO THE BOARD ON ANY AGENDA ITEM MAY DO SO AT THIS TIME. THERE IS A TIME LIMIT OF 3 MINUTES PER PERSON AND 15 MINUTES PER TOPIC, UNLESS FURTHER TIME IS GRANTED BY THE BOARD.

VII. APPROVE THE MINUTES OF:

The Regular meetings of December 14, 2012 and the Special meetings of December 20, 2012 and December 31, 2012.

*Details on COD Website December 14, 2012

*Details on [COD Website](#) December 20, 2012

*Details on COD Website December 31, 2012

VIII. REPORTS

A. ASCOD

B. COLLEGE OF THE DESERT FOUNDATION

C. COLLEGE OF THE DESERT ALUMNI ASSOCIATION

D. ACADEMIC SENATE

E. FACULTY ASSOCIATION

F. C.O.D.A.A.

G. CSEA

H. GOVERNING BOARD

IX. CONSENT AGENDA: All items on the Consent Agenda will be considered for approval by a single vote without discussion. Any Board member may request that an item be pulled from the Consent Agenda to be discussed and considered separately in the Action Agenda.

A. HUMAN RESOURCES

1. Resignation – Classified

2. Employment Group C Appointments

3. Volunteers
4. Proposal from the DCCD to the CTA – 2nd Reading

B. FISCAL SERVICES

1. Purchase Orders and Contracts for Supplies, Services & Construction
2. Warrants
3. Payroll
4. Out-of-State Travel
5. Modification to License Agreement with South Coast Air Quality Management District
6. Change Order #9 – Communication Building Project – SDR Construction, Inc.
7. Change Order #6 – Communication Building Project – COM-SEC Incorporated
8. Change Order #8 – Communication Building Project – Communication Wiring Specialist, Inc.
9. Change Order #10 – Central Plant MBCx Project – Los Angeles Air Conditioning, Inc.
10. Change Order #11 – Central Plant MBCx Project – Los Angeles Air Conditioning, Inc.

X. ACTION AGENDA

A. ITEMS PULLED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION AND CONSIDERATION

B. BOARD OF TRUSTEES

1. Ratification of Board member travel

C. PRESIDENT

1. Certification of Signatures
2. Study Agreement

D. HUMAN RESOURCES

1. Educational Administrator Contract Terms & Salary Placement
2. Group B Appointments – Over 60 Days
3. Appointment – Classified
4. Approval of Independent Contractor Services
5. Authorization for President to enter into contract with Professional Personnel Leasing, Inc.
6. Approval to Hire Interim Classified Administrators

E. FISCAL SERVICES

1. Budget Transfers
2. Nonresident and Foreign Tuition Fee for 2013-2014
3. Destruction of Class 3 Records
4. Purchase Orders and Contracts for Supplies, Services & Construction – Over 60 Days
5. Gifts/Donations to the District

XI. SUGGESTIONS FOR FUTURE AGENDAS

XII. BOARD COMMENTS

XIII. STUDY SESSION

1. President
 - a. Safety and Security Report

 - b. Non-Binding Letter of Intent for Desert Hot Springs Allied Health Education Building

2. Interim Vice President Student Affairs – Adrian Gonzales
 - a. Registration Update

XIV. ADJOURN

**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Human Resources

ITEM #: 1

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TITLE: RESIGNATION - CLASSIFIED

BACKGROUND:

Ms. Roula Roe has resigned from her position of Transfer & Career Center Specialist, Transfer & Career Center/Student Services, effective 12/5/12.

FISCAL IMPLICATIONS:

Position is fully funded from unrestricted funds.

RECOMMENDATION:

Board of Trustees ratifies the resignation as presented.

Administrator Initiating Item: Stan Dupree	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Human Resources

ITEM #: 2

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TITLE: EMPLOYMENT GROUP C APPOINTMENTS

BACKGROUND:

Under AP 6300(a), the undernoted appointments included in Group C have been made as noted.

Classified/Temporary/Substitute employees in an aggregate amount of \$21,938.00. ([Details on COD website](#))

Faculty stipend in aggregate amount of \$15,025.00. ([Details on COD website](#))

Adjunct salary/stipend in aggregate amount of \$1,804,159.00. (Details on [COD website](#))

Contract/Non-affiliated in the aggregated amount of \$83,301.00. (Details on [COD website](#))

Student Workers/Tutors in the aggregate amount of \$14,882.00. (Details on [COD website](#))

FISCAL IMPLICATIONS:

All positions fully funded as noted on details in the Board portal.

RECOMMENDATION:

Board of Trustees approves or ratifies, as appropriate, the appointments as presented.

Administrator Initiating Item: Stan Dupree	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Human Resources

ITEM #: 3

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TITLE: VOLUNTEERS

BACKGROUND:

Listing of an approved volunteer as follows:

Puwanai Peksrichai - Business Work Experience/Kiosk

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Board of Trustees ratifies volunteer as presented.

Administrator Initiating Item: Stan Dupree	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Human Resources

ITEM #: 4

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TITLE: INITIAL PROPOSAL FROM THE DESERT COMMUNITY COLLEGE DISTRICT TO THE COLLEGE OF THE DESERT FACULTY ASSOCIATION, CCA/CTA/NEA - 2nd READING

BACKGROUND:

The Collective Bargaining Agreement proposals submitted herein by the DESERT COMMUNITY COLLEGE DISTRICT are expressly pursuant to the Educational Employment Relations Act. It is the intention of the DESERT COMMUNITY COLLEGE DISTRICT to bargain in good faith over the proposals submitted by the respective parties to the CTA Collective Bargaining Agreement.

**ARTICLE VIII
COMPENSATION**

Given the current status of the State budget and the unfavorable economic projections, the District expects to make economic proposals that will allow it to continue to attract and retain the best quality instructors, yet allow the District to remain solvent and sustain resources of the District. It is expected that these proposals may include proposals regarding salaries, placement or movement on the salary schedule, workload, and contributions to retirement plans.

**ARTICLE X
HEALTH AND WELFARE BENEFITS**

Health and welfare benefits continue to be a nationwide concern as employers attempt to provide medical insurance designed to ensure quality medical care and plan design which maximizes cost containment. Costs have escalated for nearly 25 years, exceeding the general cost of living each year. Employers and employee representatives have continuously sought ways to control the escalating costs of medical insurance through various approaches, including changes in plan design, cost containment techniques, cost sharing, and other mutually acceptable strategies. The ever increasing expenditures necessary to fund medical insurance programs tend to detract from utilization of these monies needed for other important uses including employee compensation, educational programs and capital expenses. The District intends to make proposals regarding modifications to its current medical insurance plan benefits, including aspects relating to cost containment, efficiency, co-payments, cost sharing, retiree benefits, and other alternative approaches to minimize annual increased District expenditures for medical insurance.

**ARTICLE XV
COURSE SIZE**

The District will make proposals designed to improve operational efficiency and the quality of education offered, as well as clarifying language regarding the establishment of course and section maximums and the elimination of outdated provisions.

**ARTICLE XVII
FACULTY SERVICE AREAS**

In accordance with the applicable provisions of the Education Code, the District will make proposals establishing faculty service areas and competency criteria, as well as the procedures and timelines for applying, obtaining and maintaining faculty services, in order improve operational efficiency and the quality of education offered.

APPENDIX C

To include the Student Evaluation form of Teaching Effectiveness for Full Time Faculty Clinical Nursing Instructors.

**ARTICLE 19 EVALUATION OF TENURED FACULTY MEMBERS
ARTICLE 20 TENURE REVIEW PROCESS**

To revise for the purpose of inclusion of the Student Evaluation form of Teaching Effectiveness for Full Time Faculty Clinical Nursing Instructors as indicated above in Appendix C.

RECOMMENDATIONS:

Board of Trustees conducts a second reading regarding these proposals.

Administrator Initiating Item: Stan Dupree	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 1

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**TITLE: PURCHASE ORDERS AND CONTRACTS FOR
SUPPLIES, SERVICES & CONSTRUCTION**

BACKGROUND:

Under AP 6300(a), purchase orders have been issued and contracts have been executed for the period **December 31, 2012** as follows:

Purchase Orders in excess of \$25,000

In the aggregated amount of \$53,962.00 as presented. (Details on [COD Website](#))

Open Purchase Orders

In the aggregated amount of \$24,280.00 as presented. (Details on [COD Website](#))

Contracts in excess of \$25,000

In the aggregated amount of \$2,320,010.00 as presented. (Details on [COD Website](#))

Purchase Orders and Contracts that do not exceed \$25,000

In the aggregated amount of \$2,714,609.13 as presented. (Details on [COD Website](#)) **Note that the report includes all purchase orders and contracts including those reported above.**

FISCAL IMPLICATIONS:

All purchase orders and contracts are appropriately funded from unrestricted or restricted sources, as confirmed during the process of preparation of the documentation.

RECOMMENDATION:

Board of Trustees ratifies or approves, as appropriate, purchase orders and contracts as presented.

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 2

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TITLE: WARRANTS

BACKGROUND:

Board action is required to ratify District warrants under AP 6300(a). Details of all warrants are posted on the [COD Website](#).

FISCAL IMPLICATIONS:

These expenditures are in conformance with the District budget.

RECOMMENDATION:

Board of Trustees ratifies the warrants in the amount of \$4,044,099.67 as presented.

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 3

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TITLE: PAYROLL #6

BACKGROUND:

Board action is required to ratify the District payroll under AP 6300(a).

FISCAL IMPLICATIONS:

These expenditures are in conformance with the District budget.

RECOMMENDATION:

Board of Trustees ratifies Payroll #6 in the amount of \$2,888,718.57 as follows:

Certificated:	\$1,875,625.90
Classified:	<u>\$1,013,092.67</u>
	\$2,888,718.57

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 4

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TITLE: OUT-OF-STATE TRAVEL

BACKGROUND:

1. Academic Affairs – Ms. Ruth Nolan, Associate Professor in the School of Communication and Humanities, to attend the Association of Writers & Writing Programs (AWP) Conference and Book Fair in Boston, MA, March 6-9, 2013.

As a result of Ms. Nolan’s attending this annual conference, her students will benefit greatly as she will be able to integrate up-to-date teaching methodologies in her literature and creative writing classes. This is the largest literary conference in North America, bringing together writers and readers.

Fiscal Implications: Costs estimated at \$1,271.00. \$800.00 will be funded by a restricted source (Faculty Development) and Ms. Nolan will pay the remaining costs of \$471.00.

2. Academic Affairs – Dr. Robert Pellenbarg, Adjunct Faculty, School of Arts and Sciences and four Mathematics Engineering Science Achievement (MESA) students (Abraham Avendano, Enrique Rivera, Mark Shafer and Jonathan Vazquez) to the Transportation Research Board 92nd Annual Meeting in Washington, DC, January 12-20, 2013.

The students will be presenting at this meeting, and Dr. Pellenbarg will be chaperoning them.

Fiscal Implications: Costs estimated at \$1,833.40 each and will be funded by a restricted source (MESA Grant).

3. Academic Affairs – Dr. Robert Pellenbarg, Adjunct Faculty, School of Arts and Sciences, to attend the American Meteorological Society 93rd Annual Meeting in Austin, TX, January 5-8, 2013.

Dr. Pellenbarg will be presenting a paper at this meeting.

Fiscal Implications: Costs estimated at \$1,427.00 and will be funded by the American Meteorological Society. There is no cost to the District.

4. Academic Affairs – Ms. Dianne Russom, Director, McCarthy Family Child Development and Training Center, to attend the Office of Postsecondary Education’s (OPE) Higher Education Programs (HEP) 2013 Project Directors Meeting in Washington, DC, March 26-28, 2013.

The HEP Project Directors Meeting will bring together hundreds of HEP grantees to meet with their Education Department Representatives and National Experts on ideas and issues that help ensure long-term project sustainability.

Fiscal Implications: Costs estimated at \$1,525.00 and will be funded by a restricted source (Child Care Access Means Parents in School (CCAMPIS) Funds).

5. Student Affairs – Ms. Amanda Phillips, TRIO DSPPS Coordinator/Counselor, to attend the TRIO Training Institute seminars for “Absolute Priority #1” and “Absolute Priority #4” in Las Vegas, NV, February 24-March 1, 2013.

These seminars provide training on the following topics: TRiO program legislative and regulatory requirements; budget management and record-keeping; reporting of student and project performance; evaluating project performance; financial aid; college admissions; financial and economic literacy.

Fiscal Implications: Costs estimated at \$656.00 and will be funded by a restricted source (U.S. Department of Education TRiO-SSS-Disability Grant).

6. Student Affairs – Ms. Amanda Phillips, TRIO DSPPS Coordinator/Counselor, Mr. Scott Cooper, TRIO EVC Coordinator/Counselor, Ms. Adell Bynum, ACES Coordinator/Counselor, and Ms. Stephanie Paramore, Upward Bound Coordinator/Counselor, to attend the Higher Education Programs (HEP) 2013 Project Directors (PD) Meeting in Washington, DC, March 26-28, 2013.

The HEP PD Meeting will bring together hundreds of HEP grantees to meet with their ED Representatives and National Experts on ideas and issues that help ensure long-term project sustainability. This meeting is developed specifically for each grantee’s project director. It is strongly encouraged that all Project Directors attend this meeting. Additionally, during this Department of Education training, each project director will meet with their Federal Program Officer who oversees the respective grants to review progress toward grant goals and objectives.

Fiscal Implications: Costs estimated at \$2,000.00 each and will be funded by restricted sources (individual Student Support Services Grants).

RECOMMENDATION:

Board of Trustees approves and/or ratifies the out-of-state travel requests for the individuals listed.

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 5

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**TITLE: MODIFICATION TO LICENSE AGREEMENT WITH
SOUTH COAST AIR QUALITY MANAGEMENT
DISTRICT**

BACKGROUND:

This Modification to the License Agreement* with the South Coast Air Quality Management District is to extend the term through October 12, 2014.

*Details on [COD Website](#)

FISCAL IMPLICATIONS:

None.

RECOMMENDATION:

Board of Trustees approves the Modification to License Agreement with the South Coast Air Quality Management District.

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 6

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**TITLE: CHANGE ORDER #9 – COMMUNICATION BUILDING
PROJECT – SDR CONSTRUCTION, INC.**

BACKGROUND:

Change Order #9 is in the amount of \$24,984.43 for various unforeseen construction scope increases, extra building material and back credits from allowance. This change order amends the contract total from \$967,500.00 to \$992,484.43 and remains within the 10% allowed for changes.

FISCAL IMPLICATIONS:

This project is funded by proceeds from Measure B Bonds and remains within budget.

RECOMMENDATION:

Board of Trustee approves Change Order #9 to the contract with SDR Construction, Inc. for the Communication Building Project in the amount of \$24,984.43; amending the contract to \$992,484.43

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 7

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**TITLE: CHANGE ORDER #6 – COMMUNICATION BUILDING
PROJECT – COM-SEC INCORPORATED**

BACKGROUND:

Change Order #6 is in the amount of \$9,333.41 for revisions to the original spec per DSA (Division of the State Architect) requirements. This change order amends the contract total from \$142,020.75 to \$151,354.16 and remains within the 10% allowed for changes.

FISCAL IMPLICATIONS:

This project is funded by proceeds from Measure B Bonds and remains within budget.

RECOMMENDATION:

Board of Trustee approves Change Order #6 to the contract with COM-SEC Incorporated for the Communication Building Project in the amount of \$9,333.41; amending the contract to \$151,354.16.

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 8

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**TITLE: CHANGE ORDER #8 – COMMUNICATION BUILDING
PROJECT – COMMUNICATION WIRING SPECIALIST,
INC.**

BACKGROUND:

Change Order #8 is in the amount of \$18,806.80 for additional copper data cable connected to the campus infrastructure. This change order amends the contract total from \$238,557.00 to \$257,363.80 and remains within the 10% allowed for changes.

FISCAL IMPLICATIONS:

This project is funded by proceeds from Measure B Bonds and remains within budget.

RECOMMENDATION:

Board of Trustee approves Change Order #8 to the contract with Communication Wiring Specialist, Inc. for the Communication Building Project in the amount of \$18,806.80; amending the contract to \$257,363.80.

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 9

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**TITLE: CHANGE ORDER #1 – CENTRAL PLANT MBCx
PROJECT – LOS ANGELES AIR CONDITIONING, INC.**

BACKGROUND:

Change Order #1 is in the amount of \$129,746.00 for additional ADK related work, as required by DSA (Division of State Architect) at stamp out. This change order amends the contract total from \$2,644,495.00 to \$2,774,241.00 and remains within the 10% allowed for changes.

FISCAL IMPLICATIONS:

This project is funded by proceeds from Measure B Bonds and remains within budget.

RECOMMENDATION:

Board of Trustee approves Change Order #1 to the contract with Los Angeles Air Conditioning, Inc. for the Central Plant MBCx Project in the amount of \$129,746.00; amending the contract to \$2,774,241.00.

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 10

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**TITLE: CHANGE ORDER #2 – CENTRAL PLANT MBCx
PROJECT – LOS ANGELES AIR CONDITIONING, INC.**

BACKGROUND:

Change Order #2 is in the amount of \$80,724.00 for unforeseen additional hydronic piping lengths. This change order amends the contract total from \$2,774,241.00 to \$2,854,965.00 and remains within the 10% allowed for changes.

FISCAL IMPLICATIONS:

This project is funded by proceeds from Measure B Bonds and remains within budget.

RECOMMENDATION:

Board of Trustee approves Change Order #2 to the contract with Los Angeles Air Conditioning, Inc. for the Central Plant MBCx Project in the amount of \$80,724.00; amending the contract to \$2,854,965.00.

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Board of Trustees

ITEM #: 1

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TITLE: BOARD MEMBER TRAVEL

BACKGROUND:

Per AP 2735 “Travel expenses for attendance at meetings of these and other organizations will be approved by the Board of Trustees at a regularly scheduled meeting.”

1. Ms. Mary Jane Sanchez attended the Community College League’s Annual Convention and Partner Conference from November 15 to 17, 2012 in Los Angeles.

FISCAL IMPLICATIONS:

Costs estimated at \$950.00 and funded by General Funds.

RECOMMENDATION:

Board of Trustees ratifies travel as presented.

Administrator Initiating Item: Michael O'Neill	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: President

ITEM #: 1

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TITLE: CERTIFICATION OF SIGNATURES

BACKGROUND:

In accordance with the provisions of Education Code Sections 42633 and 85233, a certification of signatures form must be completed following the annual organization meeting of the Board. The annual organization meeting of the Board is on December 14, 2012. The Certification of Signatures form verifies the signatures of members of the governing board and persons authorized to sign orders drawn on the funds of the District and New Employee Authorization Transmittals. In accordance with Education Code 42632, no person other than an officer or employee of the District can be authorized to sign orders.

The individuals are as follows:

Rebecca Broughton – Governing Board Member
John Marman – Governing Board Member
Michael J. O’Neill – Governing Board Member
Bonnie Stefan – Governing Board Member
Mary Jane Sanchez-Fulton – Governing Board Member

Joel L. Kinnamon – sign warrant orders, orders for salary payment and sign notices of employment; Wade W. Ellis – sign warrant orders, orders for salary payment and sign notices of employment; and Stan Dupree – sign notices of employment.

FISCAL IMPLICATIONS:

None.

RECOMMENDATION:

Board of Trustees approves these individuals to provide authorized signatures for the purposes of contractual obligations for the District.

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: President

ITEM #: 2

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TITLE: STUDY AGREEMENT

BACKGROUND:

The College of the Desert is requesting that the team conduct an internal control review. Internal controls are the foundation of sound financial management to help the college achieve its objectives while protecting it from material weaknesses, serious errors and potential fraud.

The team will evaluate the college's internal control structure, policies and procedures to test transactions and reporting processes, and will provide recommendations for improvements if needed.

*Details of agreement on [COD website](#)

FISCAL IMPLICATIONS:

Costs are estimated at \$22,000 and funded by General Funds

RECOMMENDATION:

Board of Trustees approves agreement as presented.

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Human Resources

ITEM #: 1

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| <input type="checkbox"/> INFORMATION |

**TITLE: EDUCATIONAL ADMINISTRATOR CONTRACT
TERMS AND SALARY PLACEMENT-EFFECTIVE JULY 1, 2013**

BACKGROUND:

The Education Code requires notification of salary placement for administrative employees on a yearly basis. The process for determining contract length is related to the evaluation procedures provided in the Leadership Handbook approved by the Board. Upon approval by the Board, new contracts will be issued with the appropriate term to replace existing contracts. (see next page)

FISCAL IMPLICATIONS:

The salary placement listing includes step and/or range advancement where appropriate. Funding is included in the General Fund budget.

RECOMMENDATION:

Board of Trustees approves the contract terms and salary placements as presented.

Administrator Initiating Item: Stan Dupree	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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<u>Name</u>	<u>Title</u>	<u>Current Salary Placement</u>	<u>Salary Placement Effective 7/1/13</u>	<u>Contract Term Effective 7/1/13</u>
Boyer, Wayne	Director, Nursing & Allied Health	X-8	X-9	7/1/2013 - 6/30/2014
Enders, Jessica	Director, Title V Project, Student Affairs	VII-3	VII-4	7/1/2013 - 6/30/2014 (dependent on grant funding)

**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Human Resources

ITEM #: 2

- | |
|---------------------------------------------------|
| <input type="checkbox"/> CONSENT |
| <input checked="" type="checkbox"/> ACTION |
| <input type="checkbox"/> INFORMATION |

TITLE: GROUP B APPOINTMENTS – OVER 60 DAYS

BACKGROUND:

The attached Temporary Employment Agreement is over 60 days as it was delayed by the faculty member not signing the agreement for an extended period of time.

The attached stipends for Early Childhood Education NAEYC Accreditation Training was delayed due to employees not signing the agreement for an extended period of time.

*Details on [COD website](#)

FISCAL IMPLICATIONS:

All agreements are from restricted funds.

RECOMMENDATION:

Board of Trustees ratifies the contracts as presented.

Administrator Initiating Item: Stan Dupree	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Human Resources

ITEM #: 3

- | |
|---------------------------------------------------|
| <input type="checkbox"/> CONSENT |
| <input checked="" type="checkbox"/> ACTION |
| <input type="checkbox"/> INFORMATION |

TITLE: APPOINTMENT - CLASSIFIED

BACKGROUND:

Mariana Macias has been appointed to a vacated position of Part-Time Secretary-TRIO-DSPS, Student Affairs, 19.5 hours/week, 12 months, effective 1/2/2013. ([Details on COD website](#))

FISCAL IMPLICATIONS:

Position is fully funded by restricted funds.

RECOMMENDATION:

Board of Trustees ratifies the contract terms and salary placements as presented.

Administrator Initiating Item: Stan Dupree	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Human Resources

ITEM #: 4

<input type="checkbox"/> CONSENT
<input checked="" type="checkbox"/> ACTION
<input type="checkbox"/> INFORMATION

TITLE: AGREEMENT FOR INDEPENDENT CONTRACTOR

BACKGROUND:

This agreement with Don Berz is to provide College of the Desert (COD) assistance:

- Advancing the college's student success agenda, a component of which will be developing a comprehensive Enrollment Management Plan.
- A "tailored" professional development plan for Deans, Directors, and other staff as deemed appropriate.
- Through campus-wide and individual discussions on other educational and related matters and the "re-inventing" (transforming COD to facilitate the Student Success Agenda) of College of the Desert.

*See Exhibit A "Scope of Work" below for full details.

FISCAL IMPLICATIONS:

Costs are estimated at \$80,416.00 for the length of the contract and will be funded by General Funds.

RECOMMENDATION:

Board of Trustees approves the agreement for independent contractor services as presented.

Administrator Initiating Item: Stan Dupree	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
43500 MONTEREY AVENUE
PALM DESERT, CA 92260
760-773-2500**

AGREEMENT FOR CONSULTANT SERVICES

This Agreement is made and entered into this twenty-third day of January 2013 by and between the Desert Community College District, hereinafter referred to as the “**DISTRICT**”, and Donald B. Berz, hereinafter referred to as the “**CONSULTANT**”.

1. Services to be Performed by Consultant

a) **CONSULTANT** agrees to perform those services set forth in Exhibit A attached hereto and incorporated herein by this reference.

b) **CONSULTANT** may, at **CONSULTANT**'s own expense, employ such assistants, as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement. **DISTRICT** will not train, control, direct, or supervise **CONSULTANT**'s assistants or employees in the performance of those services.

c) **CONSULTANT** is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between **DISTRICT** and **CONSULTANT** or any of **CONSULTANT**'s agents or employees. **CONSULTANT** assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. **CONSULTANT**, its agents and employees shall not be entitled to any rights and/or privileges of **DISTRICT**'s employees and shall not be considered in any manner to be **DISTRICT**'s employees.

2. Compensation

a) Except as otherwise provided in this Agreement, **DISTRICT** agrees to compensate **CONSULTANT** for services rendered under this Agreement for \$80,416.00, to be paid in five equal monthly installments, plus reimbursable expenses as provided for in paragraph 2(b) below.

b) **DISTRICT** will pay at cost reimbursable expenses of **CONSULTANT** under this Agreement as set forth in Exhibit A. Supporting documentation for the authorized expenses shall be attached to the invoice when submitted and approved by the **DISTRICT** Superintendent/President. Total reimbursable expenses are not included in the above total amount. **CONSULTANT** to submit an invoice referencing the District's Purchase Order Number to the **DISTRICT** and must include **CONSULTANT**'s signature and detail of services provided.

c) **DISTRICT** will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide **CONSULTANT** with a statement of earnings at the end of each calendar year. **CONSULTANT** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board. District will prepare and provide the necessary 1099 Form at the end of the year.

3. Term of Agreement

The term of this Agreement is from January 23, 2013 through June 30, 2013, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. **DISTRICT** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **DISTRICT** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **DISTRICT** and **CONSULTANT** shall agree in writing.

4. Obligations of Consultant

a) During the term of this Agreement, **CONSULTANT** agrees to diligently prosecute the work specified in Exhibit A to completion. **CONSULTANT** may represent, perform services for, and be employed by such additional clients, persons, or companies as **CONSULTANT**, in **CONSULTANT**'s sole discretion, sees fit.

b) **CONSULTANT** will provide all materials, tools, and instrumentalities required to perform the services under this Agreement.

c) **CONSULTANT** represents and warrants that **CONSULTANT** and **CONSULTANT**'s subcontractor is not listed on the Excluded Parties Listing Service.

d) **CONSULTANT** shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

e) **CONSULTANT** shall indemnify, pay for the defense of, and hold harmless **DISTRICT** and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of **CONSULTANT**'s performance under this agreement. **CONSULTANT** shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning **CONSULTANT** or any employee and shall further indemnify, pay for the defense of, and hold harmless **DISTRICT** of and from any such payment or liability arising out of or in any manner connected with **CONSULTANT**'s performance under this Agreement.

CONSULTANT assumes full risk of any loss, injury or damages whatsoever occurring while **CONSULTANT** is in, on, or around the property of **DISTRICT**.

If **DISTRICT**, in the enforcement of any part of this Agreement, incurs any reasonably necessary expense, or becomes obligated to pay attorney's fees, court costs, witnesses' fees, travel costs, investigation charges and the like, **CONSULTANT** shall reimburse **DISTRICT** for the same within 30 days of the date of receipt of written notices of such costs or expenses by **DISTRICT** to **CONSULTANT**. This right of indemnity shall include any and all civil or administrative defense costs as incurred.

This Agreement is also a covenant not to sue **DISTRICT** for any cause or matter referred to herein and **CONSULTANT** agrees that the provisions contained herein are intended to be as broad and inclusive as permitted by laws of the State of California and if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

f) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **CONSULTANT** without the prior written consent of **DISTRICT**.

5. Obligations of District

DISTRICT agrees to comply with all reasonable requests by **CONSULTANT** and to provide access to all documents reasonably necessary for the performance of **CONSULTANT**'s duties under this Agreement. District will provide a liaison from its Management Team during this process as well as an individual for technical support as needed for document preparation and presentations.

6. Termination of Agreement

a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

b) Should **CONSULTANT** default in the performance of this Agreement or breach any of its provisions **DISTRICT** may terminate this Agreement by giving written notification to **CONSULTANT**.

c) If at any time during the performance of this Agreement **DISTRICT** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **DISTRICT** shall have the right to terminate the performance of **CONSULTANT**'s services hereunder by giving written notification to **CONSULTANT** of its intention to terminate.

d) **The DISTRICT** may terminate this Agreement without cause by providing the **CONSULTANT** thirty (30) days written notice.

e) In the event that **DISTRICT** terminates this Agreement under paragraph (b-d) of this Section, **CONSULTANT** shall only be paid for those services rendered to the date of termination.

7. General Provisions

a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for **DISTRICT** and **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.

To the CONSULTANT:

Name:	Donald B. Berz		
Address:			
Email:			
Telephone:		Cell:	

To the DISTRICT:

Name:	Stan Dupree, Executive Director Human Resources		
Address:	43500 Monterey Avenue		
	Palm Desert, CA 92260		
Email:	sdupree@collegeofthedesert.edu		
Telephone:	760-674-3777		

With a copy to the Requesting Department:

Name:	Joel L. Kinnamon		
Address:	43500 Monterey Ave.		
	Palm Desert, CA 92260		
Email:	jkinnamon@collegeofthedesert.edu		
Telephone:	760-773-2500		

b) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties.

c) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

d) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

e) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of **DISTRICT**, **CONSULTANT**, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the Office of the State Auditor of the State of California, at the request of **DISTRICT** or as part of any audit of **DISTRICT**, for a period of three (3) years after final payment is made under this Agreement. **CONSULTANT** shall preserve and cause to be preserved such books, records and files for the audit period.

f) **DISTRICT** and **CONSULTANT** mutually agree that any written material or any copyrightable work of any nature created by **CONSULTANT** pursuant to this Agreement shall be considered a 'work made for hire' and **DISTRICT** the 'copyright owner' thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that **DISTRICT** shall own all of the rights comprised in the copyright of said written material or copyrightable work. **DISTRICT** and **CONSULTANT** further agree that **DISTRICT** shall have a royalty-free, nonexclusive and irrevocable license to publish, translate, license, sell, transfer, or otherwise use as **DISTRICT** determines, now and hereafter, all such written material or copyrightable work developed under this Agreement. The **DISTRICT** provides to the **CONSULTANT** license to use the said written material or copyrightable work developed under this Agreement in any future work.

g) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

"DISTRICT"
Desert Community College DISTRICT
Of County of Riverside

"CONSULTANT"
Donald B. Berz

Signature Date

Joel L. Kinnamon, Ed.D.
Superintendent/President

Signature Date

Donald B. Berz

EXHIBIT A
SCOPE OF WORK

CONSULTANT to provide the following:

1. **STUDENT SUCCESS AGENDA**: Consultant will assist in advancing the college's student success agenda a component of which will be developing a comprehensive Enrollment Management Plan. This will include but is not limited to:
 - a. Maximizing student access and success
 - b. Course scheduling
 - c. State reporting requirements
 - d. Fiscal stability through funded full-time equivalent students (FTES)

2. **PROFESSIONAL DEVELOPMENT**: Consultant will assist the college with "tailored" professional development for Deans, Directors, and other staff as deemed appropriate. This will include but is not limited to:
 - a. Develop a "Handbook" of Professional Development materials
 - b. Team management training
 - c. FTES reporting training (comprehensive)
 - d. Coaching of Administrative personnel.

3. **EDUCATIONAL AGENDA**: Consultant will assist the college through campus-wide and individual discussions on other educational and related matters and the "re-inventing" (transforming COD to facilitate the Student Success Agenda) of College of the Desert. Consultant will provide "straight-forward" advice and consultation to the College President and Board of Trustees. This will include but is not limited to:
 - a. Observations and recommendations
 - b. Assist in the development and implementation of restructuring plan

**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Human Resources

ITEM #: 5

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| <input type="checkbox"/> CONSENT |
| <input checked="" type="checkbox"/> ACTION |
| <input type="checkbox"/> INFORMATION |

**TITLE: AUTHORIZATION TO ENTER INTO CONTRACT WITH
PROFESSIONAL PERSONNEL LEASING, INC.**

BACKGROUND:

College of the Desert has a need for interim management employees. PPL, Inc. will assist in recruiting experienced candidates suited for addressing the unique needs of College of the Desert.

FISCAL IMPLICATIONS:

Costs are 15% of the gross salary during the term of the assignment and will be funded by General Funds.

RECOMMENDATION:

Board of Trustees authorizes the Superintendent/President to enter into a contract as presented.

Administrator Initiating Item: Stan Dupree	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Human Resources

ITEM #: 6

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| <input type="checkbox"/> CONSENT |
| <input checked="" type="checkbox"/> ACTION |
| <input type="checkbox"/> INFORMATION |

TITLE: APPROVAL TO HIRE INTERIM CLASSIFIED ADMINISTRATORS

BACKGROUND:

College of the Desert has a need for interim management employees to assist in addressing the unique needs of College of the Desert.

FISCAL IMPLICATIONS:

Interim assignments will be in accordance with the Leadership* salary schedule.

* Leadership Salary Schedule details on [COD Website](#)

RECOMMENDATION:

Board of Trustees authorizes the Superintendent/President to hire interim administrators to fill vacant positions.

Administrator Initiating Item: Stan Dupree	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 1

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| <input type="checkbox"/> CONSENT |
| <input checked="" type="checkbox"/> ACTION |
| <input type="checkbox"/> INFORMATION |

TITLE: BUDGET TRANSFERS

BACKGROUND:

Throughout the year, budget transfers* are used for modification of a school budget to properly cover expenditures in the appropriate line item accounts. Board approval is required for the transfer of funds. Per Title 5, transfers from the reserve for contingencies (object 7900) must be approved by a two-thirds vote while other transfers only need approval by a majority vote.

*Details on the [COD Website](#).

FISCAL IMPLICATIONS:

None.

RECOMMENDATION:

Board of Trustees approves the budget transfers presented by simple majority vote.

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 2

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| <input type="checkbox"/> CONSENT |
| <input checked="" type="checkbox"/> ACTION |
| <input type="checkbox"/> INFORMATION |

**TITLE: NONRESIDENT AND FOREIGN TUITION FEE FOR
2013-2014**

BACKGROUND:

In consultation with the Director of International Education Program, Ms. Christina Delgado, Education Code 76140 requires that community colleges establish nonresident (out of state and foreign) student tuition fee for the following year no later than February 1st of the current year. The amount charged for nonresident students is calculated by using Option 2.

The past three years the Desert Community College District nonresident tuition fees were as follows:

2010-11	\$179
2011-12	\$183
2012-13	\$186
2013-14	\$190

As per the worksheet*, using the option of Education Code Section 76141(a), the District may also charge foreign students an additional fee for capital outlay. This year (2012/13) we charged a \$0 per unit fee to foreign students for capital outlay. In order to be competitive with nearby districts, we have chosen not to charge a capital fee in 2013-2014. The result for nonresident and foreign students is that for this year (2012-2013) they are paying a total of \$186 per unit and in 2013-2014 they will be paying a total of \$190 per unit.

*Details on the [COD Website](#).

FISCAL IMPLICATIONS:

In 2012-13, \$1,450,000.00 is budgeted as anticipated revenue from nonresident and foreign student fees.

RECOMMENDATION:

Board of Trustees approves a \$190 per unit Nonresident Tuition Fee and approves no charge for the Capital Outlay Foreign Student Tuition Fee for academic year 2013/14.

Administrator Initiating Item: Christina Delgado	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 3

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| <input type="checkbox"/> CONSENT |
| <input checked="" type="checkbox"/> ACTION |
| <input type="checkbox"/> INFORMATION |

TITLE: DESTRUCTION OF CLASS 3 RECORDS

BACKGROUND:

All records which have been held for the required retention periods and any permanent records which have been classified as Class 3-Disposable Records after having been held for the required retention period may be destroyed as per Title 5, Subchapter 2.5, Article 1-3, Sections 59020-59031, of the California Code of Regulations. Board Policy 3310 establishes and gives authorization for destruction of records and Administrative Procedure 3310 establishes the procedures for destruction of records. A list of records recommended for destruction must be submitted to the board of trustees to specify that the identified records are to be destroyed. The records on the attached list* have been retained for the legal period of time as prescribed in Title 5 of the California Code of Regulations. There is no further need to retain these records for district use. Further, the Director of Fiscal Services hereby certifies that no records contained within the attached list conflicts with the procedures of destruction as prescribed in Title 5 of the California Cod of Regulations.

*Details on the [COD Website](#)

FISCAL IMPLICATIONS:

None.

RECOMMENDATION:

Board of Trustees approves the destruction of the Class 3 Records, as prescribed in Title 5 of the California Code of Regulations, listed on the attached list.

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 4

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| <input type="checkbox"/> CONSENT |
| <input checked="" type="checkbox"/> ACTION |
| <input type="checkbox"/> INFORMATION |

**TITLE: PURCHASE ORDERS AND CONTRACTS FOR
SUPPLIES, SERVICES & CONSTRUCTION - OVER
60 DAYS**

BACKGROUND:

The attached Agreement* for Independent Contractor Services is over 60 days due to a delay in the grant award notification from the Chancellor's Office.

*Details on the [COD Website](#)

FISCAL IMPLICATIONS:

This agreement is paid from restricted funds.

RECOMMENDATION:

Board of Trustees ratifies the Agreement as presented.

Administrator Initiating Item: Adrian Gonzales	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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**DESERT COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Meeting Date: 1/18/2013

AREA: Fiscal Services

ITEM #: 5

<input type="checkbox"/> CONSENT
<input checked="" type="checkbox"/> ACTION
<input type="checkbox"/> INFORMATION

TITLE: GIFTS/DONATIONS TO THE DISTRICT

BACKGROUND:

- 20” McLane front reel lawn mower with catcher donated to the School of Applied Sciences & Business by Mr. Doug Walker of Palm Desert, CA. Item to be utilized in the turfgrass management program.
- 2001 Subaru Outback donated to the School of Applied Sciences & Business donated by Mr. Jack Stevens of La Quinta, CA. Item to be utilized in the automotive program.
- Assortment of Ford and Chrysler automotive parts donated to the School of Applied Sciences & Business donated by Yucca Valley Ford Center of Yucca Valley, CA. Items to be utilized in the automotive program.
- Kawai KG-2E grand piano donated to the School of Arts and Sciences by Mrs. Barbara Rucker of Palm Desert, CA. Item to be utilized in the music program.
- Kawai KG-2E grand piano donated to the School of Arts and Sciences by Mr. Robert Astone of Rancho Mirage, CA. Item to be utilized in the music program.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Board of Trustees accepts donations to the District and a letter of appreciation will be sent to the donor(s) by the Office of the President.

Administrator Initiating Item: Joel Kinnamon	Cabinet Review & Approval: 1/7/2013 Chair & Vice Chair Review: 1/10/2013
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