

**COMMUNITY COLLEGE DISTRICT
SPECIAL BOARD MEETING
43500 MONTEREY AVE.
PALM DESERT, CA 92260
FRIDAY, MAY 10, 2013
MINUTES**

- I. Chair O'Neill called the meeting to order at 9:30 a.m. and asked Dr. Kinnamon to lead the pledge of allegiance.

President Kinnamon called the roll:

Present: Becky Broughton
 Michael O'Neill
 Mary Jane Sanchez-Fulton
 Bonnie Stefan

Not-Present: Student Trustee Andrew Campbell (Mr. Campbell joined the meeting after Closed Session)

II. CONFIRMATION OF AGENDA:

There were no corrections to the agenda of the special meeting and it is confirmed.

III. CLOSED SESSION

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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Superintendent/President

IV. OPEN SESSION 10:45 a.m.

No reportable action taken in closed session.

V. PUBLIC COMMENTS

Ms. Jean Benson, Mayor Pro Tem City of Palm Desert addressed the Board recommending Aurora Wilson for the vacant Trustee position.

Lee Moeller addressed the Board about not being considered for the position but she offered to volunteer her time.

Glenn Miller, City of Indio Council Member, addressed the Board recommending Aurora Wilson for the vacant Trustee position.

Leticia DeLara read a letter from Supervisor John Benoit recommending Aurora Wilson for the vacant Trustee position.

VI. 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.

Motion by Trustee Sanchez-Fulton, second by Student Trustee Andrew Campbell, to approve the consent agenda as presented.

Discussion: None

Vote

Yes: Andrew Campbell, Becky Broughton, Michael O'Neill, Mary Jane Sanchez-Fulton, Bonnie Stefan
No: None
Absent: None
Abstain: None

Motion carried unanimously.

A. HUMAN RESOURCES

1. Proposal from CSEA to DCCD – 1st Reading
2. Proposal from DCCD to CSEA – 1st Reading
3. Proposal from DCCD to CTA – 1st Reading

VII. ACTION AGENDA

A. BOARD OF TRUSTEES

1. Appointment Process to Fill the Vacant Seat in Trustee Area 4

Motion by Student Trustee Campbell, second by Trustee Stefan, to approve the appointment process as presented.

Discussion: None

Vote

Yes: Andrew Campbell, Becky Broughton, Michael O'Neill, Mary Jane Sanchez-Fulton, Bonnie Stefan
No: None

Absent: None
Abstain: None

Motion carried unanimously.

Chair O'Neill explained the process. Each candidate received a copy of the questions to be asked and chose their seating order earlier. Each candidate will have four minutes to deliver an opening statement.

The candidates will be asked those questions and have two minutes to answer. Each candidate will have an opportunity to be the first to answer the various questions.

After the candidates have answered the questions the Board members will each nominate 2 candidates. Any candidate with less than two nominations will be eliminated. The Student Trustee will not participate in the nominations but will be asked for an advisory vote once the members vote. The nomination process will continue until there are 2 candidates remaining.

Each candidate delivered their opening statements and the Board members each asked a question. After all questions were answered the Board recessed to lunch at 11:55 and will return at 12:30 for the nomination process.

Nomination process:

The first nominations are as follows:

Trustee Mary Jane Sanchez-Fulton: Dr. Carl Brown and Aurora Wilson
Trustee Becky Broughton: Michael McCabe and Aurora Wilson
Trustee Michael O'Neill: Dr. Carl Brown and Michael McCabe
Trustee Bonnie Stefan: Michael McCabe and Aurora Wilson

Dr. Diana LaMar has been eliminated.

The second nominations are as follows:

Trustee Mary Jane Sanchez-Fulton: Dr. Carl Brown and Aurora Wilson
Trustee Becky Broughton: Michael McCabe and Aurora Wilson
Trustee Michael O'Neill: Michael McCabe and Aurora Wilson
Trustee Bonnie Stefan: Michael McCabe and Aurora Wilson

Dr. Carl Brown has been eliminated.

The members thanked both Dr. LaMar and Dr. Brown for their interest in serving College of the Desert.

Round 1 Voting:

Student Trustee Andrew Campbell: Aurora Wilson (Advisory Vote)

Trustee Becky Broughton: Aurora Wilson
Trustee Michael O'Neill: Michael McCabe
Trustee Mary Jane Sanchez-Fulton: Aurora Wilson
Trustee Bonnie Stefan: Michael McCabe

The vote is tied and the two remaining candidates were asked an additional question. Each had two minutes to respond.

Round 2 Voting:

Student Trustee Andrew Campbell: Aurora Wilson (Advisory Vote)
Trustee Becky Broughton: Aurora Wilson
Trustee Michael O'Neill: Michael McCabe
Trustee Mary Jane Sanchez-Fulton: Aurora Wilson
Trustee Bonnie Stefan: Michael McCabe

The vote is tied and the two candidates were asked an additional question. Each had two minutes to respond.

Chair O'Neill explained that if the Board is unable to reach a decision after numerous votes it may be necessary to adjourn and have the county hold an election.

Round 3 Voting:

Student Trustee Andrew Campbell: Aurora Wilson (Advisory Vote)
Trustee Becky Broughton: Aurora Wilson
Trustee Michael O'Neill: Michael McCabe
Trustee Mary Jane Sanchez-Fulton: Aurora Wilson
Trustee Bonnie Stefan: Michael McCabe

Round 4 Voting:

Student Trustee Andrew Campbell: Aurora Wilson (Advisory Vote)
Trustee Becky Broughton: Aurora Wilson
Trustee Michael O'Neill: Aurora Wilson
Trustee Mary Jane Sanchez-Fulton: Aurora Wilson
Trustee Bonnie Stefan: Aurora Wilson

The fourth round of voting was unanimous for Mrs. Aurora Wilson. Chair O'Neill explained the term of this appointment is through November 2014 when the next General Election will be held.

2. Swearing in of new Trustee

Chair O'Neill administered the Oath of Office to Mrs. Aurora Wilson. The Trustees welcomed her as the newly appointed Trustee and asked her to join them on the dais.

VIII. ITEMS FOR INFORMATION/DISCUSSION


1. Contract Cancellation

In accord with the Fiscal Crisis & Management Assistance Team recommendation Dr. Kinnamon hired a consultant to assist the college with the development of an Enrollment Management Plan, among other operational improvement strategies. At the January 18, 2013 Board of Trustees meeting a contract was approved between the District and Mr. Don Berz.

With the consent of both parties this contract has been voided as the District has since contracted with Professional Personnel Leasing (PPL) for consultant services with Mr. Berz.

IX. ADJOURN

Motion by Trustee Wilson, second by Trustee Broughton, to adjourn. Motion carried and the meeting adjourned at 1:25 p.m.


By: Bonnie Stefan, Clerk



1. What is your understanding of the mission and purposes of the community colleges in California?
2. What do you see as the major issues facing the community college(s) in the next decade?
3. What is your understanding of the primary responsibilities of the board? What would be your responsibility to the board as a trustee?
4. Please discuss your understanding of the differences between the roles of the chief executive officer and other administrators and the role of the board.
5. How would you respond to a concern from a student, a staff member, and a community member about any part of the college operation?
6. If a board member feels strongly about a matter, but his or her position is not supported by the board, how should this trustee conduct him or herself?
7. Please discuss your understanding of the relationship between the trustees on the board and the administrators, faculty, staff, and students of the institution.
8. What are some major accomplishments of the district in the past few years? What, if any, areas for improvement should the board address?
9. What is your understanding of the diverse backgrounds of the community college students we serve? Please consider the following factors: academic, socio-economic, cultural, disability and ethnicity.
10. Why should we appoint you?
11. Will you run for election in November 2014?

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.

VOID

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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.

J&K

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:	78244 Links Drive		
	Palm Desert, CA 92211		
Email:	dberz@dc.rr.com		
Telephone:	760-565-1777	Cell:	909-280-8585

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.

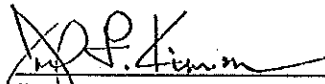
f) DISTRICT and CONSULTANT mutually agree that any written material or any copyrightable work of any nature created by CONSULTANT pursuant to this Agreement shall be considered a 'work made for hire' and DISTRICT the 'copyright owner' thereof as those terms are defined in Title 17 of the United States 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 1-23-13


Signature _____ Date 1/23/13

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

Donald B. Berz

Date of Board of Trustee's Approval: Per Resolution 01


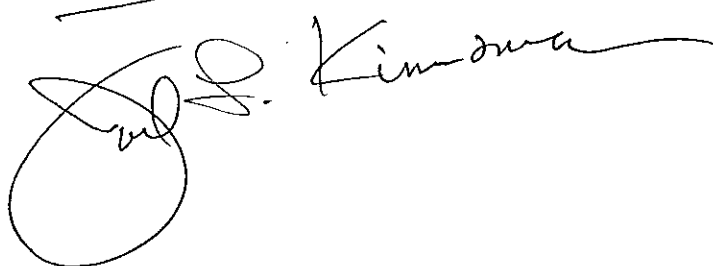
~~VOIDED~~ 


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, Department Chairs and other faculty/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

