

**Special Meeting
Board of Trustees
Coast Community College District**

Date: Monday, June 25, 2012

**Location: Coast Community College District
Board Conference Room
1370 Adams Avenue
Costa Mesa, California 92626**

Time: 4:00 p.m.

A G E N D A I T E M S

- 1. Call to Order**
- 2. Roll Call**
- 3. Opportunity for Public Comment**

Members of the public have the opportunity to address the Board of Trustees on any item that has been described in this notice, before or during consideration of the item. Persons wishing to make comments are allowed 5 minutes. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees prior to speaking.

- 4. Convene to Closed Session**

The following item will be discussed in Closed Session:

- a. Public Employment** (Pursuant to *Government Code* Section 54957 (b) (1))
Public Employment materials are available upon request from the Board of Trustees Office

Interim Administrative Director, Workforce Economic Development

- b. Conference with Legal Counsel: Existing Litigation**
(Pursuant to sub-section "a" of *Government Code* Section 54956.9)

Coast Community College Association vs. Coast Community College District
Public Employment Relations Board Case No. LA-CE-5436-E
Damian Rodriguez vs. George Phan et al., Orange County Superior Court Case
No. 30-2011-00445563
William Miles vs. Golden West College et al., Orange County Superior Court
Case No. 30-2011-00504551
Coast Federation of Classified Employees vs. Coast Community College District,
PERB Case No. LA-CE-5682-E
Scott Hays vs. Michael Mandelkern, Orange County Superior Court Case No.
30-2012-00584220-SC

c. Conference with Legal Counsel: Anticipated Litigation

Significant exposure to litigation pursuant to sub-section "b" of *Government Code* Section 54956.9.

Construction delays at Golden West College

d. Public Employee Performance Evaluation

(Pursuant to *Government Code* Section 54957)

Positions: Chancellor, President and Vice Chancellor

e. Conference with Labor Negotiator

(Pursuant to *Government Code* Section 54957.6)

Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor of Human Resources

Employee Organizations:

Coast Federation of Classified Employees(CFCE),

Coast Community College Association-California Teachers

Association/National Education Association (CCCA-CTA/NEA),

Coast Federation of Educators/American Federation of Teachers (CFE/AFT),

Unrepresented Employees: Association of Confidential Employees (ACE),

Unrepresented Employees: Coast District Management Association (CDMA),

Educational Administrators

5. Reconvene to Open Session

6. Report of Action from Closed Session (if any)

**7. CCC - Approval of Employment Agreement, Administrative Director,
Workforce Economic Development**

After review by the Vice Chancellor of Human Resources, it is recommended by

the Chancellor that the Board approve the employment agreement with Sallie Salinas-Rumps, CCC, to serve as Administrative Director, Workforce Economic Development, for the period commencing on July 1, 2012 and ending June 30, 2013. Compensation to be \$120,061 annually, based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #1)

8. Nominations for Appointment to the Orange County Legislative Task Force for FY 2012-13

At this time, Trustees shall have the opportunity to nominate a fellow Board Member to the Orange County Legislative Task Force for FY 2012-13.

The Board President, Jim Moreno, has nominated Trustee Mary Hornbuckle to serve as the Board's representative to the Orange County Legislative Task Force for FY 2012-13.

9. GWC - Educational Administrator - Reassignment/Release

Omid Pourzanjani, Dean at Golden West College, to serve for the California Community Colleges Systems Office effective July 1, 2012 without loss of salary. Replacement funding to be provided by the State Chancellor's Office. Specific dates and title to be provided subsequently when a revised employment agreement is presented to the Board.

10. Adjournment

It is the intention of the Coast Community College District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the Secretary of the Board of Trustees at (714) 438-4848 as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.

**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(ONE-YEAR OR LESS)**

1. **Parties.** The Coast Community College District ("District") and Sallie Salinas-Rumps ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Administrative Director, Workforce Economic Development.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2013. This Agreement expires on June 30, 2013 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by March 15 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 05 (currently \$120,061), plus longevity pay of \$0 under Board Policy 7884, payable in equal monthly payments. Salary for a service period less than the full academic year shall be paid on a prorated basis, based on the number of work days worked, pursuant to there being 241 work days in a year. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of this Agreement.

11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Section 87458 of the *Education Code*; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

12. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

16. **Reassignment During the Term of the Agreement.** The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of District's right of reassignment, District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties and supersedes any prior agreement. There are no terms, conditions, or oral understandings not contained in this Agreement.

19. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

Jim Moreno
President, Board of Trustees

Date

Administrator

Date