



Academic Senate of El Camino College 2016-17

March 21, 2017

16007 Crenshaw Blvd., Torrance CA 90506, (310) 532-3670 x3254

Office location: Schauerman Library, Room 273

Officers & Executive Committee

President	Kristie Daniel-DiGregorio	VP Finance & Special Projects	Josh Troesh
VP Academic Technology	Pete Marcoux	VP Instructional Effectiveness	Russell Serr
VP Compton Center	Paul Flor	Curriculum Chair	Allison Carr
VP Educational Policies	Chris Gold	Secretary	Traci Granger
VP Faculty Development	Stacey Allen	Parliamentarian	Pete Marcoux

Adjunct (One-year terms)

Dustin Black (BSS)	16/17
Karl Striepe (BSS)	16/17

Fine Arts

Ali Ahmadpour	18/19
Daniel Berney	17/18
Diana Crossman	18/19
Russell McMillin	18/19

Mathematical Sciences

Megan Granich*	16/17
Matthew Mata	17/18
Jasmine Ng*	16/17
Benjamin Mitchell	16/17
Catherine Schult-Roman	18/19

Behavioral & Social Sciences

Stacey Allen	16/17
Kristie Daniel-DiGregorio	17/18
Chris Gold	16/17
Renee Galbavy	17/18
Michael Wynne*	17/18

Health Sciences & Athletics/Nursing

Andy Al Villar*	16/17
Traci Granger	16/17
Yuko Kawasaki	18/19
Colleen McFaul	17/18
Russell Serr	17/18

Natural Sciences

Mohamad Abbani	16/17
Sara Di Fiori*	18/19
Troy Moore	18/19
Ryan Turner	16/17
Anne Valle	18/19

Business

Kurt Hull	18/19
Phillip Lau*	18/19
Nic McGrue	16/17
Josh Troesh	18/19

Humanities

Rose Ann Cerofeci	18/19
Ashley Gallagher	18/19
Pete Marcoux*	18/19
Christina Nagao	18/19
Adrienne Sharp	18/19

Academic Affairs & SCA

Jean Shankweiler
Jeanie Nishime
Linda Clowers

Compton Educational Center

Paul Flor	16/17
Chris Halligan	16/17

Associated Students Organization

Patrick McDermott

President/ Superintendent

Dena Maloney

Division Personnel

Rory Natividad

Ex-officio positions

Chris Jeffries ECCFT

Carolee Vakil-Jessop ECCFT

Counseling

Anna Brochet	18/19
Yamonte Cooper	17/18
Rene Lozano*	16/17

Industry & Technology

Ross Durand	18/19
Mark Fields	18/19
Lee MacPherson*	18/19
Jack Selph	18/19
Charlene Brewer-Smith	16/17

Library Learning Resources

Mary McMillan	18/19
Noreth Men	18/19
Claudia Striepe*	18/19

Institutional Research

Irene Graff

Carolyn Pineda

Dates after names indicate the last academic year of the senator's three year term, for example 16/17 = 2016/2017.

*Denotes senator from the division who has served on Senate the longest (i.e., the "senior senator").

El Camino College Academic Senate Purpose, Meetings, and Committees

Purpose: To provide faculty the means for full participation in the formulation of policy on academic and professional matters relating to the college, including those in Title 5 (§53200-53206). The Board of Trustees will normally accept the recommendations of the Academic Senate on academic and professional matters in the following “10+1” areas in the senate purview (BP 2510). If a disagreement arises, the Board and the Senate must mutually agree to any changes or new policies.

1. Curriculum, including establishing prerequisites and placing courses within disciplines
2. Degree and certificate requirements
3. Grading policies
4. Educational program development
5. Standards and policies regarding student preparation and success
6. District and college governance structures, as related to faculty roles
7. Faculty roles and involvement in accreditation process, including self-study and annual reports
8. Policies for faculty professional development activities
9. Processes for program review
10. Processes for institutional planning and budget development, and
11. Other academic and professional matters as mutually agreed upon between the Board of Trustees and the Academic Senate.”

The Academic Senate is committed to supporting the college’s Mission and Strategic Plan, including Strategic Initiative C – COLLABORATION - Advance an effective process of collaboration and collegial consultation conducted with integrity and respect to inform and strengthen decision-making. For more information consult [ECC Academic Senate Handbook](#) or [Local Senates Handbook](#).

ECC ACADEMIC SENATE MEETINGS:

1st and 3rd Tuesdays [*unless otherwise noted], 12:30-2 p.m., Distance Education Conference Center (DE 166).

FALL 2016: September 6 & 20, October 4 & 18, November 1 & 15, December 6.

SPRING 2017: February 21, March 9* & 21, April 4 & 18, May 2, 16, & 30 (tentative).

CEC ACADEMIC SENATE MEETINGS:

Thursdays following ECC Senate meetings [*unless otherwise noted], 1-2 p.m., Compton Center Board Room.

FALL 2016: September 8 & 22, October 6 & 22, November 3 & 17, December 1* & 15*.

SPRING 2017: February 2 & 16, March 7* & 16, April 6 & 20, May 4.

SENATE COMMITTEES:

Academic Technology. Chairs: Pete Marcoux & Virginia Rapp. Meetings arranged as needed.

Assessment of Learning. Chairs: Russell Serr & Jenny Simon. Fall: 2nd Mondays & 11/28, 2:30-4, Admin 131.

Academic Program Review. Chairs: Russell Serr & Linda Clowers. Thursdays (Fall only), 12:30-2, Admin 127.

College Curriculum. Chair: Allison Carr. 2nd & 4th Tuesdays, 2:30-4:30, Admin 131.

Educational Policies. Chair: Chris Gold. 2nd & 4th Tuesdays, 1-2, Social Sciences 123.

Faculty Development. Chair: Stacey Allen. 2nd & 4th Tuesdays, 1-2, West Library Basement.

CAMPUS COMMITTEES:

Accreditation. Chair: Jeanie Nishime. Senate Reps: Claudia Striepe, Kevin Degnan. Meetings as needed.

Board of Trustees. Chair: Kenneth Brown. Senate Rep: K. Daniel-DiGregorio. 3rd Mondays, 4 pm, East Dining Room/Alondra.

Calendar. Chair: Jeanie Nishime. Senate Reps: Vince Palacios, Vacant. Meets annually or as needed.

College Council. Chair: Dena Maloney. Senate Rep: K. Daniel-DiGregorio. 1st & 3rd Mondays, 1:30-2:30, Admin 131.

College Technology Committee. Chair: Art Leible. Senate Rep: Pete Marcoux. 3rd Tuesdays, 2-3, Library 202.

Council of Deans. Chair: Jean Shankweiler. Senate Rep: K. Daniel-DiGregorio, 2nd & 4th Thursdays, 8:30-10, Admin 131.

Distance Education Advisory Committee (DEAC). Chair: Howard Story. Meetings as needed.

Enrollment Management. Chairs: J. Shankweiler & J. Nishime. Senate reps: Sara Di Fiori & Chris Jeffries, 4th Thurs., 1-2, LIB 202.

Facilities Steering Committee. Chair: Dena Maloney. Senate Rep: Claudia Striepe, 9/20, 11/7, 3/6, 5/1, 2:30-4, Admin 131.

Planning & Budgeting (PBC). Chair: Rory Natividad. Senate reps: Josh Troesh and vacant, 1st & 3rd Thurs, 1-2, Library 202.

Process Improvement. Chair: Dena Maloney. Senate rep: K. Daniel-DiGregorio.

Student Success Advisory. Chair: Idania Reyes. Faculty reps: Cynthia Mosqueda & Janice Pon-Ishikawa, 2nd Thurs., 1-2, LIB 202.

Senate & committee meetings are open to the public. Contact committee chairs or representatives directly to confirm details.

El Camino College Academic Senate 2016-2017 Goals

The Academic Senate's annual goals reflect a commitment to "[advancing] an effective process of collaboration and collegial consultation conducted with integrity and respect to inform and strengthen decision-making" (ECC Strategic Initiative C).

1. Ensure full faculty involvement in decision-making related to academic and professional matters (BP 2510)

Measures:

- Arrange faculty representation on campus committees and periodic updates,
- Recruit and elect executive and committee chairs according to Senate by-laws,
- Ensure divisions have required number of senators and that elections are held accordingly,
- Review and begin revising Faculty Handbook,
- Maintain communication and effective collaboration with ECC Federation of Teachers.

2. Strengthen faculty involvement in the activities of the Academic Senate

Measures:

- Provide an orientation at the start of the academic year,
- Provide regular, ongoing communication with all faculty, encouraging greater involvement in the Senate and Senate Committees,
- Encourage greater participation of senators in meetings and other activities of Senate,
- Execute Senate Office relocation while maintaining a strong physical presence on campus,
- Establish initiatives to recognize faculty who achieve tenure.

3. Support the college's institutional effectiveness goal that more students from our diverse communities will attain educational success and achieve their academic goals.

Measures:

- Support Enrollment Management initiatives through ongoing communication and faculty involvement,
- Support Compton Center's efforts to re-establish independent accreditation through regular Senate/Faculty Council communication and collaboration with faculty leaders,
- Foster awareness of and encourage faculty involvement in the local implementation of statewide initiatives for student success, equity, enrollment, retention and completion.

ECC (El Camino College) Acronyms

Acronym	Meaning
ACCJC	Accrediting Commission for Community and Junior Colleges
ALC	Assessment of Learning Committee
ADT	Associate Degree for Transfer
AP	Administrative Procedure
ASO	Associated Students Organization (ECC's student government)
ASCCC	Academic Senate for California Community Colleges
BP	Board Policy
BSI	Basic Skills Initiative
BOGFW	Board of Governor's Fee Waiver
BOT	Board of Trustees
CCC	College Curriculum Committee
CCCCO	California Community Colleges Chancellor's Office
CEC	Compton Educational Center (El Camino College Compton Center)
CMS	Course Management System
COLA	Cost of Living Adjustment
CTE	Career Technical Education (formerly Vocational Education)
DE	Distance Education (instruction that is at least 51% online)
DEAC	Distance Education Advisory Committee
EPI	Educational Planning Initiative
FACCC	Faculty Association for California Community Colleges
FDC	Faculty Development Committee
FTEF/FTES	Full-Time Equivalent Faculty/Full-Time Equivalent Students
FYE	First Year Experience program
HTP	Honors Transfer Program
IE	Institutional Effectiveness (actions/measures of college improvement)
IEPI	Institutional Effectiveness Partnership Initiatives (state-mandated support for IE and host of the Framework of Indicators data portal)
ILOs	Institutional Learning Outcomes
IR/IRP	Institutional Research / Institutional Research & Planning
ITS	Information Technology Services
MMAP	Multiple Measures Assessment Project
OEI	Online Education Initiative
PLOs	Program Level Outcomes
PBC	Planning & Budgeting Committee
PR	Program Review (period program evaluation and plan)
PRP	Program Review & Planning (annual integrated planning system)
SAOs	Service Area Outcomes
SLOs	Student Learning Outcomes
SEP	Student Equity Program
SSSP	Student Success & Support Program
SWP	Strong Workforce Program
Title 5	California Code of Regulations (CCRs) section which details state law related to education. (Also known as "Ed Code")
Title V	Many "Title Vs" exist, but we typically mean a Federal grant program to support the improvement of Hispanic-Serving Institutions (HSI).
WSCH	Weekly Student Contact Hours

Many thanks to Irene Graff and the Institutional Research and Planning department for sharing their compilation of acronyms from the spring 2016 Planning Summit.



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Agenda and Table of Contents: Tuesday March 21, 2017 in Distance Education Room 166

Agenda Item	Page Numbers
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B. Approval of Minutes	
C. Officer Reports a. President – Kristie Daniel-DiGregorio b. VP Compton Educational Center – Paul Flor c. Chair, Curriculum – Allison Carr d. VP Educational Policies – Chris Gold e. VP Faculty Development – Stacey Allen f. VP Finance – Josh Troesh g. VP Academic Technology – Pete Marcoux h. VP Instructional Effectiveness/ALC & SLOs Update – Russell Serr	
D. Special Committee Reports a. ECC VP of Academic Affairs – Jean Shankweiler b. ECC VP of Student & Community Advancement – Jeanie Nishime	
E. Unfinished Business a. BP/AP 4235 Credit by Exam, Second Reading – Chris Gold	
F. New Business a. BP/AP 3710 Intellectual Property and Securing of Copyright, First Reading – Chris Gold b. Resolution Supporting Excellent, Comprehensive Educational Programs for All Students, First Reading – Kristie Daniel-DiGregorio c. Resolution of Appreciation for Quajuana Chapman – Kristie Daniel-DiGregorio	
G. Information Items – Discussion a. Dreamers Task Force Updates – Rene Lozano and Cynthia Mosqueda b. Student Recording Rights – Kate McLaughlin	
H. Future Agenda Items: a. Ed Policies: BP/AP 4230 Grading and Academic Symbols, BP4115/AP4222 Remedial Coursework b. Student Success Initiatives (SSSP, SEP, BSI, BSSOT, etc.) c. Strong Workforce Program d. Federation Update and Introduction of New Executive Director	
I. Public Comment	
J. Adjourn	

Page numbers refer to the Academic Senate meeting packet, which can be accessed by visiting:

<http://www.elcamino.edu/academics/academicsenate/agenda.asp>.

Any individual with a disability who requires reasonable accommodation to participate in an Academic Senate meeting, may request assistance by contacting Kristie Daniel-DiGregorio, kdaniel@elcamino.edu, (310) 660-3593 x3254, 16007 Crenshaw Blvd., Torrance, CA 90506.

Per the Brown Act, all votes must be recorded by name. Only No's and Abstentions will be recorded by name in the minutes. If a senator was signed in to the meeting and did not vote No/Abstain, their vote will be assumed to be a Yes.

ACADEMIC SENATE ATTENDANCE

Adjunct (1 Year)

- Dustin Black
- Karl Striepe

Behavioral & Social Sciences

- Stacey Allen
- Kristie Daniel-DiGregorio
- Renee Galbavy
- Christina Gold
- Michael Wynn

Business

- Kurt Hull
- Phillip Lau
- Nic McGrue
- Josh Troesh

Counseling

- Anna Brochet
- Yamonte Cooper
- Rene Lozano

Fine Arts

- Ali Ahmadpour
- Daniel Berney
- Diana Crossman
- Russell McMillin
- Chris Wells

Health Sciences & Athletics

- Andrew Alvillar
- Traci Granger
- Yuko Kawasaki
- Colleen McFaul
- Russell Serr

Humanities

- Rose Ann Cerofeci
- Ashley Gallagher
- Pete Marcoux
- Christina Nagao
- Adrienne Sharp

Industry & Technology

- Ross Durand
- Mark Fields
- Lee MacPherson
- Jack Selph
- Charlene Brewer-Smith

Library Learning Resources

- Mary McMillan
- Noreth Men
- Claudia Striepe

Mathematical Sciences

- Megan Granich
- Matthew Mata
- Ben Mitchell
- Jasmine Ng
- Catherine Schult-Roman

Natural Sciences

- Mohamad Abbani
- Sara Di Fiori
- Troy Moore
- Ryan Turner
- Ann Valle

President/Superintendent

- Dena Maloney

Academic Affairs & SCA

- Linda Clowers
- Jeanie Nishime
- Jean Shankweiler

Assoc. Students Org.

- Patrick McDermott

Compton Education Center

- Paul Flor
- Chris Halligan

Ex-Officio Positions

- Chris Jeffries (ECCFT)

Curriculum Chair

- Allison Carr

Dean's Reps.; Guests/Other Officers:

- Carolyn Pineda
- Irene Graff
-

Excused: Y. Cooper, R. Lozano, Y. Kawasaki, C. McFaul, M. Mata, M. Abbani, S. Di Fiori, T. Moore, R. Turner,

ACADEMIC SENATE MINUTES

March 9, 2017

Unless noted otherwise, all page numbers refer to the packet used during the meeting, not the current packet you are reading now.

A. CALL TO ORDER

Senate President Kristie Daniel-DiGregorio called the second Academic Senate meeting of the spring 2017 semester to order on March 9, 2017 at 12:30 p.m.

B. APPROVAL OF MINUTES

See pgs. 6-12 of packet for minutes from the February 21, 2017 meeting. There was unanimous approval of minutes. P. Marcoux motioned, A. Carr seconded

KDD noted that we have some who are double- and triple-booked for today, so we going to change the order of our agenda. Academic Senate (AS) is a collegial consultation committee and as such we follow the Brown Act, which means our meetings are open and can be recorded. We have a student journalist here, Victor R. Liptzin, representing the Union, and he would like to speak with a couple of you after the meeting today. Dr. Shankweiler and Dr. Nishime are heading to Compton for an accreditation team meeting, so I would like to propose we change our order of business so we can accommodate them. P. Marcoux so moved, A. Carr seconded

G. INFORMATION ITEMS –DISCUSSION

Enrollment Management – Jean Shankweiler

I would like to share with you the Enrollment Management Update I gave to the Board of Trustees. Enrollment Management is a big deal; we are trying to meet our enrollment goals so we don't lose our funding in the future. The EMP is made up of a number of strategies (3). The first are outreach strategies, (Robyn Dreizlers office). The second are what we call access strategies: Getting kids in the classroom, making sure the courses are what they need, etc. The third are retention strategies. What are some of our **outreach** activity results from our first year of our EMP? We are super busy doing campus things: tours, college fairs, admissions workshops, testing and assessments on our campus and the high schools, outreach counselors. There have been a total of 337 events from 7/1/2016 - 2/13/17. There are 13 outreach counselors in high schools. We also have an initiative with the Centinela Valley high school district where all seniors at Lawndale, Leuzinger, and Hawthorne, apply to ECC. That way when the students decide at the end of July that they are coming to ECC, we already have their application. Even if they go somewhere else, it doesn't hurt for them to get used to filling out these types of forms. Robyn has been busy. And the counselors have a competition in place to see which school can enroll the most students. There are 8 **action** items in the strategies, I'm only talking about a few that we've focused on. In the EMP. We planned on adding 200 sections in winter to generate 800 FTES. We wound up with 224 sections, and they were almost all full! We earned 827 FTES. We hit our goal, and I was very pleased! Access and increasing our distance education offerings is another area we wanted to improve on in the EMP. Dr. Shankweiler showed us a chart that outlined the FTES we generated comparing last year to this year from only online courses. The online classes are the first things to fill, and they fill like hotcakes! Winter online was something new, we had never offered online before during a short semester. We need to continue with our expansion. As we transition over to Canvas, we are finding a few glitches, we are working on them. We need a program that integrates Canvas with Colleague. Until we get that done, it is slow. We are working on our distance education access strategies. Another strategy we are working on is dual enrollment. This is teaching classes on the high school campuses, AB 288. It provides a pathway for the students, it allow us to close the classes except for high school students, and collect the FTES. A lot of high schools will offer the classes on their campus, but they don't want to open it to the public, so they do it by contract. With contract, we don't get the FTES. We are working on dual enrollment, we did well in the fall (10 extra sessions). It is very labor intensive organizing this on high school campuses. We have an agreement with Centinela Valley for next fall. We are working with the Torrance, Inglewood and DaVinci schools as well. The 3rd enrollment management strategy is **retention**. Early Alert is one of the activities. They Beta tested in fall with 37 faculty. They are doing their 2nd Beta test right now. Linda Clowers and Dipte Patel are working on the early alert from Hobson Starfish. They are doing another pilot now, expanding their services, using cohorts of students. They are getting good results. We are planning full-implementation in fall. This is a program that allows you to contact students effectively and efficiently and connects with counselors, faculty and students all in one program. The second part of that Early Alert will be degree planner, where the

students can check on their own progress towards a degree. There are 70 certificates now, actively being tested. We are working on process improvement. We hired a consultant last spring, she did a lot of work over the summer. She looked at marketing and outreach through registration. We have 5 major recommendations. We need to collect data at strategic points, so we can see how students are progressing. We need to use more visuals and human touch to help them with their educational plans right in the beginning. Work with IT to develop better forms that students complete. Start with Ed Plans right from the beginning. Dr. Nishime is working with a process improvement team this semester on some of our recommendations. That is what we've been working on the past year. Campus engagement is what we've been working on. We are revamping the enrollment management committee, it will get guidelines for next year. We need people for the committee. We are talking about enrollment management everywhere we can. Enrollment reports are going out to faculty now. The report is easier to read. I welcome any ideas. Apportionment: 17,679 FTES, our base from the chancellor's office is 19,308. We need to borrow from summer. With stabilization we hope to fix that. Enrollment trends have been going down. We are trying to meet the base without burrowing. We are sort of in a re-calibration year. We want to meet our base without burrowing. Next, Dual Enrollment agreements require 2 board approvals (our district and the other district). The Promise Program is expanding. Currently we have Inglewood and Centinela, next year Torrance. Adult education is something we are working on. Adult re-entry is also an area we need to consider. Online courses where we haven't had them before is another area we need to work on.

C. OFFICER REPORTS

a. President – Kristie Daniel-DiGregorio (pgs. 13-15)

KDD introduced Dr. Linda Clowers, Associate Dean of Academic Affairs. She has been in her current position for 1 year and 2 months. She was a full-time, tenure-track faculty member for almost a decade. She has since moved into administration. For a while she also taught part-time, although she hasn't done any teaching for a while. Her experience was with the Los Angeles Community College district. She served as a curriculum dean and the Career and Technical Education dean. She is currently working on learning assessment, program review, Starfish, and dual enrollment.

Thank you to Traci Granger for the new attendance sheet that you'll be seeing at our next meeting. If your term is up as senator, you will be hearing from her. We will be asking for your help with elections so we can have senators in place before the end of the semester.

KDD introduced Dustin Black, (Adjunct Senator/Adjunct Associate Professor of History/Adjunct Faculty Award Recipient) to come up and tell us about the Applause program. Dustin Black noted he had a conversation on Staff Development Day about a YouTube video he had seen from a best-selling author talking about "How to be a top-notch colleague". It boils down to 3 habits....Show up on time, do a great job, and be a pleasure to work with. Deceptively simple! The author said you don't even have to have all 3 at one time. Each senator received a copy of the Applause card, which allows students, faculty, staff and visitors to recognize ECC staff and faculty for going above and beyond. Professor Black encouraged each of us to take a few minutes out of our day to acknowledge a worthy colleague by filling out an Applause card. Even a small recognition or gesture can make your day.

The Program Evaluation Task Force convened in fall for Horticulture. BP/AP 4021 (Program Discontinuance) is serving as the guide for this process. They followed the procedure and policy. The Task Force is co-chaired by AS President and the VP for Academic Affairs. We are looking at enrollment over many years, resourcing, faculty and the job market. We are going to evaluate and determine whether we need to make a recommendation to discontinue a program. We will come to you soon with more information.

Each year at graduation, students are surveyed about their El Camino experience. One of the things they often mention are the faculty. President Maloney may have sent you a letter letting you know that a student mentioned you by name. Students also mention that they appreciate it when faculty attend graduation. We are putting an appeal out. Student Development has sent out letters to let you know that you have an opportunity to participate. Every 3rd year we are required to participate, but you can attend every year. Faculty are encouraged to participate in graduation, and stick around afterwards. We have a total of 915 faculty, and last year we only had 130 who participated.

We are meeting today, on a Thursday, so we can accommodate Compton's Faculty Council. They took our Tuesday meeting time because of the Accreditation team's visit. I attended their Faculty Council and it was a great experience. Their campus was so alive and there was so much happening. Music was playing, and banners were flying for their 90th

anniversary. I would like to congratulate our colleagues at Compton and the work that they are doing. The Chancellor is going to be at their commencement, BRAVO!!

ASCCC spring plenary is coming up on April 20-22 in San Mateo. Thanks to Claudia Striepe for being willing to represent El Camino at that event. Remember, we have district-wide conference funding to help offset the costs if you attend an event. For more information about the ASCCC, go to their website.

We have a faculty learning opportunity on Native Hawaiian and Pacific Islanders in Higher Education. It will be held on Friday, March 31st, from 9:30-12:30. Christine Nagao is the contact if you want more information. It is the same day as our Tech Conference. We will have flyers at our next meeting. Flex credit and lunch is available. D. Berney inquired about the food.....

b. VP – Compton Education Center – Paul Flor

No report as VP Paul Flor was meeting on the Compton Campus with the Accreditation team.

c. Chair – Curriculum – Allison Carr

Allison also had another meeting today. For more information on minutes and curriculum, please visit their website. C. Striepe noted that our curriculum advisor, Quajuana Chapman is leaving. It is a huge loss to the college. They are working on a replacement.

d. VP – Educational Policies –Chris Gold (pg. 13-15)

We are going to talk about most of the things we discussed in our last meeting. We are not addressing Advanced Placement, you can read the details about that in the minutes. We have passed that on to Curriculum.

e. VP – Faculty Development – Stacey Allen (pgs. 16-17)

The minutes are on a separate blue sheet this week. We shared the same icebreakers to begin our meeting with the Faculty Development Committee that we used here at AS. We wanted to share all the great results we got concerning student success and retention. We are thinking of having a newsletter so that we can share some of these ideas. The Faculty Book Club has their first meeting on March 24th. We kicked off *Informed and Inspired*; our first meeting was March 6th. Our next meeting is next week. If you missed the first meeting, we would still love to have you. You can learn more about the RISE Center; how we can help our students, especially our foster youth and students who are on academic probation. The second meeting of the month is just to let faculty talk to one another and share ideas. We welcome you and please bring your lunch. Lisa Mednick provided an update on Canvas, which is included in the minutes. Claudia Striepe will be facilitating our next meeting. Dustin Black said to note the matrix that went out digitally, concerning who is eligible to teach canvas.

f. VP – Finance – Josh Troesh (pgs. 16-18)

I have two big things to share. A draft document on what our college's risks are financially. It came back and we are at low risk from a financial standpoint. Obviously, all that could change over time. Also, we went through and reviewed the budget development criteria. Student needs had been added as a consideration. The language the committee landed on was balance the need for fiscal stability with the educational goals of students. We now have the education of students being a part of our budget. We are still looking for an alternate for PBC, please let Josh know if you are interested.

g. VP – Academic Technology – Pete Marcoux (pgs. 20 – 26)

The Tech Conference is March 31st. I will be sending out a link for registration. I am having trouble getting keynote speakers. A Google partner bailed on us. We have a former student who works for apple and we were going to have her come down, but she has a conflict. We will try to get her in the future. We will have workshops on open source textbooks, accessibility, technology in equity, Canvas, and Google collaboration. We do serve lunch (D. Berney is interested).

At the College Technology Committee meeting we talked about a paperless campus. They are looking at software right now that allows us to collect signatures online. I just refinanced my house and did most of the paperwork online. If banks are letting us do it, why not at schools? Fillable forms is a little more complex. Think of all the forms we have on campus. Changing them to digital will be a process. We don't have any end dates for that yet. There is also a committee that is looking for software that allows us to schedule classrooms in a more efficient way. I don't know if any of you have an idea how your division schedules classrooms. In ours, it is pencil and paper. Think of the complexities. Some of the software we've looked at show that we could increase course offerings 20-40% if we are more efficient in using time and space. C. Wells asked if Starfish has that option in their software. P. Marcoux said they would look into it. We are trying to get the deans and administrative assistants to be on this committee. They are the ones who will be dealing with it.

Wi-Fi is still in process, hardware has been ordered. Hopefully, it will get started this semester, finish during summer. I have spoken to Art Lieble about possibly making this a Google campus. Right now we are a Windows campus. I think this semester we are going to be moving all the student email to the cloud. Right now, we are using our servers to handle all the student emails, which takes up a lot of space. By moving to the cloud, students can have/use terabytes of space available. Eventually, faculty and staff will also be moving. There are some legality (FERPA) issues with email and Google. There are reasons why ads pop up in the window when you are using Google. They are scanning and looking for key words and selling that to advertisers. Google is taking over the K-12 market. Google Chromebooks are the most popular device in K-12.

h. VP – Instructional Effectiveness/Assessment of Learning Committee/SLO's Update – R. Serr

We ran a status report a week before the SLO assessments we due...it was poor! I think faculty are like a lot of students and wait until the last minute to do their reports. By the time the deadline was here, our completion rates were much better. There are some that are still trickling in. I'm surprised TracDat didn't blow up. Next Thursday is the orientation for people doing their Program Review in 2017. The ALC Committee hasn't met yet, our first meeting is next Monday.

D. SPECIAL COMMITTEE REPORTS

Dr. Jean Shankweiler - VP of Academic Affairs

No report; both VP's left to attend Compton's accreditation meeting.

Dr. Jeanie Nishime - VP of Student and Community Advancement

No report.

E. UNFINISHED BUSINESS

KDD gave a shout out Irene Graff to say *THANK YOU* for being committed to keeping the senate informed concerning the Comprehensive Master Plan. For also being open to feedback, which has been incorporated. She is going to inform us of where we are and what's next.

Comprehensive Master Plan (second reading) – Irene Graff (pgs. 19-29)

We are on the home stretch, and here is a quick review. The CMP consists of the Educational Master Plan as our foundation; the direction we are going as an institution; the supporting plans in terms of facilities; staffing and technology. You heard about the staffing plans at our last meeting. The technology plan was presented last fall. The EMP was also presented last fall. Thank you to everyone who served on the team. One of the next steps is that we are looking for board approval. We are proceeding to Phase II. We would like to have more global goals. We would like to have a plan that can change according to emerging needs. Be on the lookout for that. We may come up with a template. We are going to develop an implementation plan. Annual evaluation to see how the progress is developing. P. Marcoux motioned, C. Gold so moved to approve the CMP. All senators unanimously agreed to endorse the CMP. Irene thanked many who contributed to the process by high-fiving them as she left the room!

F. NEW BUSINESS

BP/AP 4235 Credit by Exam, (first reading) – Chris Gold (pg. 30-37)

This is our first reading. This is the time to ask big questions so we can work on it before the next reading. You can see the CCLC template. Title 5 is on page 37. There was information scattered around and we had to bring together the pieces. It looks more like our other policies. It is a new procedure. Topics discussed included the fact that credit by exam must be graded whereas the exams were low stakes because no grade was recorded and there was no notation on the transcript for students who failed the exam. Students will receive the course outline before taking the exam, if they fail they are unable to retake the exam, and the college may offer off-campus testing. It is required by Title 5. Any questions? C. Wells asked how many units students can complete by exam.....15. We want them to do their work here at ECC. How many courses are listed as credit by exam (P. Marcoux)? A lot, especially in I&T. C. Striepe asked how this could apply to online courses. There was much discussion concerning this topic. What if they fail? Does it go on their transcript? Email Chris if you have any more questions.

Statement of Support for all Students – Kristie Daniel-DiGregorio

Many senators have expressed concern about how our students are being affected by the current political climate. We have issued statements of support. About 30 other colleges have issued statements of support. KDD asked the Board of Trustees to consider issuing a statement of support for all students. We have also heard from the Chancellors office. Dr. Maloney wants to collaborate with the senate for a statement to present to the board. The senate unanimously supported the idea of developing a statement and bringing it to the senate for board endorsement. P. Marcoux motioned, C. Striepe seconded.

ECC has had several initiatives to date which include: Statement of Support from AS and Dr. Maloney. Initiatives are currently underway through Dreamers Taskforce. Most statements echo the Board of Governor's resolution and the statement from the chancellor. March 21- first reading; April 4- second reading (consulting legal counsel & ASO); April 17 – presentation to the Board of Trustees.

G. INFORMATION ITEMS –DISCUSSION, continued.

Recording in Classrooms – Chris Gold and Pete Marcoux (pgs. 38-42)

C. Gold noted that this came out of our last meeting from what has been happening at Orange Coast College. The CCLC template focuses on copyright issues. It is fairly vague, we use that language in our student conduct procedures. We are worried about what they will do with these videos. Considerations include copyright, limiting or stifling discussion in the classroom, students' privacy, how materials will be used, and accommodations with students with disabilities. C. Gold gave us an example of something we wouldn't want videotaped.....she once gave a lecture with her zipper down! She offered some examples in the packet of syllabus statements faculty can incorporate into their materials. This is just protecting us. It depends on interpretation. P. Marcoux noted if we think this is important, we should open it up for discussion. We will take this under advisement for the next meeting. P. Marcoux noted this could be a good template depending on the tone of your syllabus. We want to see the direction the senate wants to go with this. This may not go through until 2018. CG: Is there a preference? PM: Maybe we need to talk to the SRC. D. Black likes the idea of letting the faculty decide which version they prefer. Senators supported the idea of the Ed Policies Committee reviewing AP 5500 (Student Code of Conduct) and syllabus statements and bringing them back to the senate for review.

Lockdown/Shelter-in-Place Drill – Chief Trevis (pgs. 43)

We want to thank D. Berney, A. Gallagher, and KDD for being on the committee. Chief Trevis noted we are having another Lockdown/Shelter-in-Place Drill on May 3rd at 9:40am. The last one was 20 minutes in length. This one will last 10 minutes. I will send out another survey after for feedback. Each time we are trying to get better. All classrooms now have a phone. We will have another drill at 7:10pm. In the future, dates and times for drills will be communicated before the start of the semester, so faculty can plan accordingly. California Shakeout is set for October 19th at 10:19am. KDD

noted that we need to be better prepared. D. Berney noted that all our classrooms and environments are varied, so everyone will have a different experience. Help us get the word out about Nixle, currently we only have 4,300 enrolled.

H. FUTURE AGENDA ITEMS

Ed Policies: BP/AP 3710 Intellectual Property and Securing of Copyright; BP/AP 4230 Grading and Academic Symbols;
BP 4115/AP4222 Remedial Coursework
Student Success Initiatives (SSSP, SEP, BSI, BSSOT, MMA, etc.)
Strong Workforce Program

I. PUBLIC COMMENT

J. ADJOURN

C. Halligan motioned to adjourn. The meeting adjourned at 1:55 pm
TG/ECC Spring 17

EL CAMINO COLLEGE
Office of the President
Minutes of the College Council Meeting – February 21, 2017

College Council Purpose Statement: To facilitate communication and serve as a forum to exchange information that affects the college community.

Strategic Initiative C – Collaboration: Advance an effective process of collaboration and collegial consultation conducted with integrity and respect to inform and strengthen decision-making.

Members Present: Irene Graff, JoAnn Higdon, Chris Jeffries, Dena Maloney, Jeanie Nishime, Susan Pickens, Jean Shankweiler, Luukia Smith, Erika Solorzano

Alternate: David McPatchell

1. Minutes – February 6, 2017: Approved as presented.
2. The February 21, 2017 Board agenda was reviewed.
3. BP 5505 (Minimum Academic Standards and Service Limitations for Student Government, Campus Committees and Student Clubs) was presented for deletion by Dr. Nishime. It was noted that the items covered in this policy have been incorporated into the ASO Bylaws. College Council approved this deletion.
4. The *Making Decisions at El Camino College* document was reviewed. It was noted that revisions need to be made as follows:
 - a. Update College Council signature page;
 - b. Update hyperlink to the Campus Committee webpage;
 - c. Update the Facilities Steering Committee purpose statement;
 - d. Update the Planning and Budgeting Calendar.Dr. Nishime will make these changes and any other revisions that need to be made.
5. The March 6, 2017 College Council meeting has been rescheduled to March 13, 2017, 1:30 p.m. in ADM 131.

Upcoming College Council topics:

1. Review and revise College Council Orientation materials (last revision 2/23/16).
2. Review the Making Decisions Guide.
3. Continue the process of reviewing the list of legally required board policies and monitor the update of policies.



NATIVE HAWAIIANS & PACIFIC ISLANDERS IN HIGHER EDUCATION

FACULTY TRAINING TO INCREASE KNOWLEDGE OF NATIVE HAWAIIAN AND PACIFIC ISLANDER STUDENTS AND COMMUNITIES

El Camino College has partnered with Empowering Pacific Islander Communities (EPIC) to provide an interactive workshop for faculty to include Pacific Islander history, culture, people, and communities.

LUNCH IS PROVIDED AND FLEX CREDIT IS AVAILABLE



FRIDAY, MARCH 31ST 9:30AM-12:30PM DISTANCE EDUCATION ROOM

RSVP FOR THIS EVENT @ [HTTP://BIT.LY/ECC-NHPI](http://bit.ly/ecc-nhpi) FOR MORE INFORMATION, CONTACT:

Sina Fifita at cfifita@elcamino.edu or **310-660-3593 x3812**



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California Community College Baccalaureate Program Brief

Introduction

It is commonly known that baccalaureate degrees allow for more career options as compared to associate degrees, and many community college educational leaders are exploring opportunities for baccalaureate degrees that incorporate technical or occupational courses (Bragg & Rudd, 2012). Research has shown there are significant advantages of obtaining a baccalaureate at a community college compared to a four-year university. Baccalaureate degrees result in higher salaries post-graduation, while community college baccalaureates allow better affordability for students (Floyd & Walker, 2009). For instance, in a study comparing a Florida community college to a Florida public four-year college, Gonzalez (2011) concluded that those who received baccalaureate degrees from a community college earn significantly more income than those who graduated from a four-year university. Gonzalez (2011) attributed the higher incomes to the community colleges' curriculum focus on well-paying career and technical jobs. Moreover, Gonzalez (2011) stated these students were more likely to be placed bound and nontraditional students; they were more likely to stay in their communities upon graduation. Regarding affordability, Floyd and Walker (2009) concluded that spending per capita for a four-year university student is over three times higher than for a student at a public community college. Furthermore, those with baccalaureate degrees are more likely to rely less on government monetary assistance (Floyd & Walker, 2009).

Essink has outlined important components that aid in successful baccalaureate implementation at community colleges. Essink (2013) stated adequate faculty preparation, adequate student support services, and adequate technology infrastructure are important to baccalaureate program implementation. The following best practices in program-development and implementation of baccalaureate degrees in California community colleges were identified:

Preliminary data for the California Baccalaureate Program Research Study:

- 13 of 15 pilot colleges found their faculty qualified to teach in baccalaureate programs
- 13 of 15 pilot colleges believed they were effective in building and engaging in partnerships with their industry partners
- 12 of 15 pilot colleges found faculty were prepared to provide upper division instruction
- 12 of 15 pilot colleges believed available technology was effective in supporting students' academic success
- 11 of 15 pilot colleges stated they were effective in providing support services for baccalaureate students



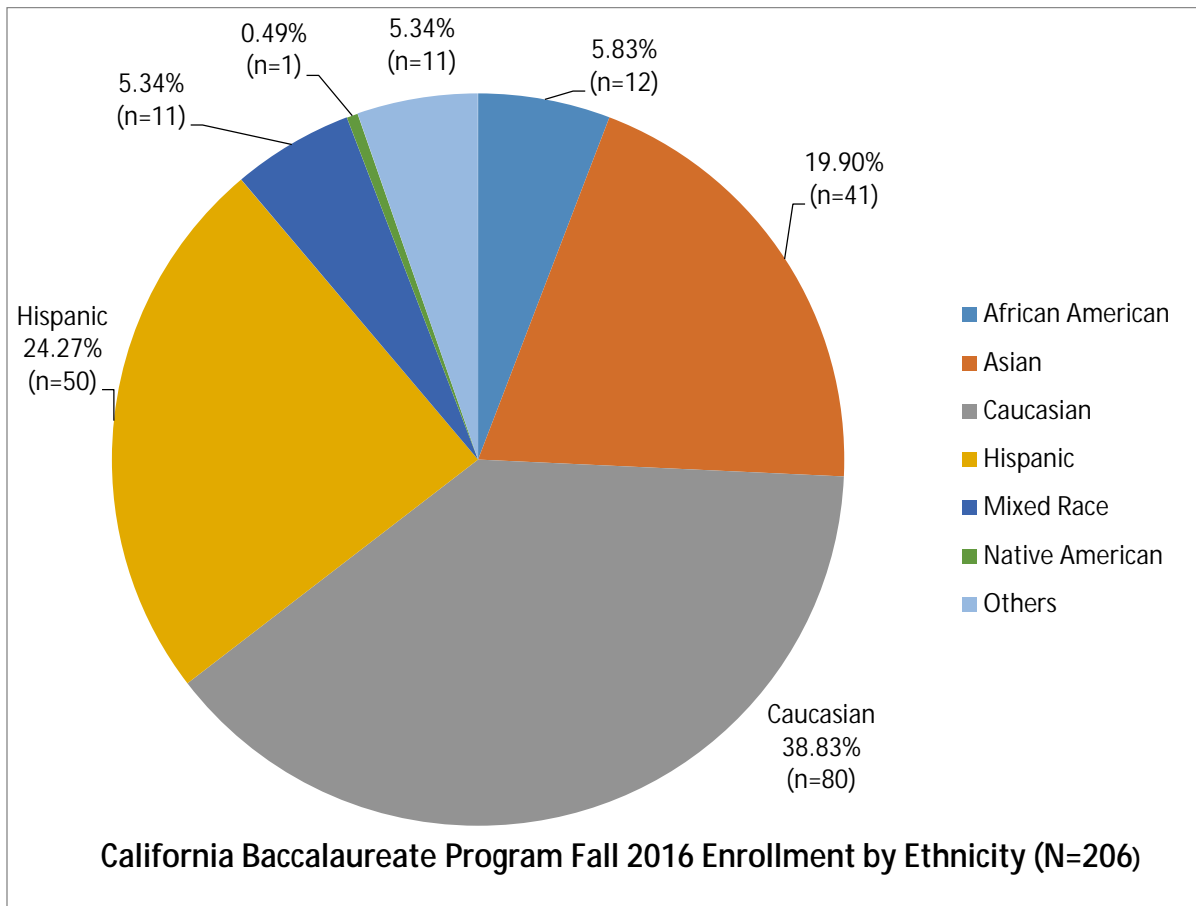
CALIFORNIA STATE UNIVERSITY, FULLERTON

College of Education

Center for Research on Educational Access & Leadership

2600 Nutwood Avenue, Suite 620, Fullerton, CA 92831 / T 657-278-8510

- The majority of colleges noted they were effective at student orientation, counseling/educational planning, and student wellness programs, all of which are vital to students' academic success
- Local employers expressed interest in recruiting from select community colleges with which they have established partnerships. These active partnerships include funding, equipment and supplies, and expertise for program development. They serve on advisory committees and provide input to support best training and preparation for the field.
- The diversity of students are reflective of the community college. Overall most students are white (37%), Hispanic (24%), and Asian (19%). The majority of students are non-white.



THE CALIFORNIA STATE UNIVERSITY

Bakersfield / Channel Islands / Chico / Dominguez Hills / East Bay / Fresno / Fullerton / Humboldt / Long Beach / Los Angeles / Maritime Academy
Monterey Bay / Northridge / Pomona / Sacramento / San Bernardino / San Diego / San Francisco / San Jose / San Luis Obispo / San Marcos / Sonoma / Stanislaus



References

- Bragg, D., & Rudd, C. (2012). Why Applied Baccalaureates Appeal to Working Adults: From National Results to Promising Practices. In D. L. Floyd, R. A. Felsher, & A. M. Garcia Falconetti, *New Directions for Community College Special Issue: Applied and Workforce Baccalaureates* (pp. 73-85). San Francisco: Jossey-Bass.
- Essink, S.E. (2013). The community college baccalaureate: A mixed-methods study of implementation and best practices.
- Floyd, D.L., & Walker, K.P. (2009). The community college baccalaureate: Putting the pieces together. *Community College Journal of Research and Practice*, 33(2), 90-124.
- Gonzalez, J. (2011). Go to community college, earn a bachelor's degree: Florida likes that combination. *Chronicle of Higher Education*. 57, (39).

EL CAMINO COLLEGE
MINUTES OF THE COLLEGE CURRICULUM COMMITTEE
February 14, 2017

CALL TO ORDER

Meeting called to order at 2:35 p.m. by Chair Carr.

Members:

Present: M. Anderson, S. Bartiromo, M. Chaban, R. Donegan, E. French-Preston, Daaa Eldanaf, L. Houske, K. Iino, J. Minei, S. Rodriguez, J. Shankweiler, A. Sharp, C. Striepe

Absent: None

Ex-Officio Members:

Present: Q. Chapman, L. Clowers, A. Osanyinpeju, L. Suekawa

Absent: S. Navid, N. Ohia, L. Young

Guests: A. Hockman, L. Linka, J. Sims, L. Ternes

I. APPROVAL OF MINUTES

The committee approved the minutes of the College Curriculum Committee of December 6, 2016.

II. CURRICULUM REVIEW

Chair Carr began the meeting with introductions. The committee welcomed Daaa Eldanaf from the Mathematics Sciences Division. D. Eldanaf is replacing A. Hockman.

A. Consent Agenda Proposals

The committee reviewed the following courses for final action:

1. Administration of Justice 100 (AJ 100)
2. Administration of Justice 103 (AJ 103)
3. Nursing 48 (NURS 48)

The committee reviewed the following course inactivation final action:

1. Nursing 118 (NURS 118)

Curriculum Discussion

A. Consent Agenda

The committee moved to approve consent agenda proposals including one course inactivation.

1. Administration of Justice 100 (AJ 100) – CTE 2 year course review
2. Administration of Justice 103 (AJ 103) – CTE 2 year course review
3. Nursing 48 (NURS 48) – CTE 2 year course review
4. Nursing 118 (NURS 118) - inactivation

III. CURRICULUM TRAINING

Chair Carr conducted new course training which included a quick reference sheet for getting started, and proposal for new course questionnaire form (CCC Form 2 – Proposal for New Course). Both documents can be used to assist with completing information necessary for proposing a new course. The questions in CCC Form 2 were incorporated into CurricUNET pages when the committee transitioned from paper approvals to the CurricUNET software and paperless approval process. Q. Chapman illustrated where specific course information corresponds to CurricUNET pages/sections. Q. Chapman also discussed approval steps in proposing a new course.

There was a request from CCC members to receive a copy of the master CCC spreadsheet for tracking curriculum approvals. This spreadsheet is managed by Q. Chapman and will be released as soon as possible. Q. Chapman recommends that this file (Excel) be released to CCC members once per month during fall and spring curriculum review.

IV. VICE PRESIDENT'S REPORT

Vice President Academic Affairs

Dr. Shankweiler welcomed the committee back for the spring semester and thanked everyone for their hard work in the fall.

V. CHAIR'S REPORT

College Curriculum Committee (CCC) Chair – A. Carr

Chair Carr reminded division CCC representatives about out-of-compliance courses. Q. Chapman sent a report via email with courses in need of review this spring. CCC representatives must work with assigned faculty to move those courses along in the approval process.

At the next CCC meeting Chair Carr will ask for standard review committee volunteers.

VI. CURRICULUM ADVISOR REPORT

Curriculum Advisor – Q. Chapman

The CCC timeline is posted on the CurricUNET homepage. Q. Chapman briefly highlighted upcoming due dates for curriculum review.

VII. ANNOUNCEMENTS

None

VIII. ADJOURNMENT

Chair Carr called a motion to adjourn the meeting at 3:30 p.m.

**EL CAMINO COLLEGE
COLLEGE CURRICULUM COMMITTEE
February 14, 2017
Approved Curriculum Changes Proposed for 2018-2019**

HEALTH SCIENCES AND ATHLETICS

CTE Two-Year Course Review; Change in Term Length

Current Status/Proposed Changes

1. Nursing 48 – Dosage Calculations
Units: 2.0 Lecture hours: ~~3.0~~ 1.5 Lab hours: ~~3.0~~ 1.5 Term Length: ~~9-weeks~~
Full-Term

Recommendation

Nursing 48 – Dosage Calculations
Units: 2.0 Lecture hours: 1.5 Lab hours: 1.5 Term Length: Full-Term

Inactivate Course

1. Nursing 118 – Respite Care for Children and Adolescents

INDUSTRY AND TECHNOLOGY

CTE Two-Year Course Review; Distance Education Review

1. Administration of Justice 100 – Introduction to Administration of Justice
2. Administration of Justice 103 – Concepts of Criminal Law I

ACADEMIC SENATE EDUCATIONAL POLICIES COMMITTEE MINUTES

Tuesday, March 14, 2017 -- 1:00-1:50 SOCS 123

Spring Meetings from 1-1:50 pm in SOCS 123: Tues Feb.28; Tues Mar 14; Tues Mar 28; Tues April 25; Tues May 9; Tues May 23 (tentative)

Members:

Chair: Christina Gold (BSS)

BSS: Karl Striepe

Business:

Counseling: Lori Suekawa

Deans Rep: Linda Ternes (Math)

Federation: Chris Jeffries (& Counseling)

Fine Arts:

HSA:

Humanities:

IT: Mark Fields

LLR: Gary Medina

Math:

Natural Sciences: Darcie Descalzo

CEC: Vanessa Haynes

Guest: Kristie Daniel-DiGregorio

I) Recording Faculty in the Classroom – BP/AP 5500 Standards of Student Conduct

- As the EPC requested, at its March 9 meeting the Academic Senate discussed recording in the classroom and a straw poll indicated that the EPC should bring forward a draft of a revised AP 5500 that includes a clearer statement about recording in the classroom, using Ed Code language.
- The EPC decided that since BP 5500 was last revised in 2015 and there are no changes required, we would not bring it forward for revision. Also, we don't want to trouble the Board of Trustees with an unnecessary agenda item.
- In AP 5500, there were several typos and numbering errors that will be fixed.
- A statement prohibiting recording in the classroom without faculty permission (with the exception of disabled students) will be added. The language is drawn from Ed Code with an additional statement requiring disabled students to notify faculty and provide documentation from the SRC before recording. The section title will be updated from "Dishonesty" to "Dishonesty and Unauthorized Use of Technology."
- Also, AP 5500 needs to be updated so that it reflects AP 3540 Sexual and Gender-Based Misconduct, which was created after AP 5500 was last updated. The second paragraph was updated with the name of the new policy and procedure and with the direct language contained within it. Chris will check with Jaynie Ishikawa about whether or not the section titled "Sexual Misconduct" should remain in the procedure. If AP 3540 lays it out more fully and we direct people there anyways, perhaps this section should be deleted. After getting Jaynie's opinion, Chris will send the revisions on to the Deans.
- The final change, was to the section dealing with smoking. This was updated to reflect the prohibition of smoking and using other tobacco products on district property and in district facilities. The language is taken directly from the new smoking policy.

II) Recording Faculty in the Classroom – Syllabus Statements

- As we requested, the Academic Senate discussed sample syllabus statements about recording in the classroom. Discussion in the Senate indicated that it is a good idea to distribute sample syllabus statements about recording in the classroom to the faculty. A choice would give faculty some wiggle room to choose the statement that best fits their class policy.

- The EPC reviewed some sample syllabus statements and tossed around ideas and questions. We decided that although it might be beneficial to have multiple choices of statements, it would likely be easier for faculty if we had one statement that covered a variety of situations. Although long, we liked the statement from Orange Coast College Federation, but will take out the statement about removing a student from class if they record and replace it with a less specific statement about abiding by AP 5500 Student Conduct. We discussed whether all students (and visitors) should be notified if a student without a disability is recording, and leaned towards yes. We were less certain that a student should require written permission to record by the Instructor and all students in the class.
- Chris G. will draft a more stream lined syllabus statement based on the Orange Coast version and share it with EPC and the Faculty Development Committee for feedback via email. Kristie and Linda will next seek feedback from the Deans. We will keep AP 5500 and the syllabus statements together as they move through the consultation process.

III) BP/AP 3504 Children and Visitors in the Classroom (Information Item)

- This is not a voting item for the Academic Senate but we are invited to provide feedback.
- We did not have sufficient time to discuss this and will bring it back at our next meeting.

IV) Educational Policies Committee Orientation

- We did not have time for a committee orientation, but Chris G shared a 4-page committee and process description with the new members.

EPC Packet

1. AP 5500 Student Conduct (ECC)
2. BP 5500 Student Conduct (ECC)
3. AP 5500 Student Conduct (CCLC)
4. BP 5500 Student Conduct (CCLC)
5. Education Code section 78907
6. Sample syllabus statements re: recording in the classroom
7. BP 3504 Children and Visitors in the Classroom (ECC)
8. AP 3504 Children and Visitors in the Classroom (ECC)

Faculty Development Committee Meeting
Minutes for Tuesday, February 28, 2017
Board Room 1-1:50 pm

Mission Statement: *The El Camino College Faculty Development Committee provides opportunities and support to promote instructional excellence and innovation through faculty collaboration.*

<u>Name</u>	<u>Abbreviation</u>	<u>Division</u>
Stacey Allen* (Present)	(SA)	Behavioral & Social Sciences
Dustin Black (Present)	(DB)	Behavioral & Social Sciences
Ross Durand (Absent)	(RD)	Industry & Technology
Briita Halonen (Present)	(BH)	Humanities
Sheryl Kunisaki (Present)	(SK)	Library & Learning Resources
Sumino Otsuji (Present)	(SO)	Humanities
Margaret Steinberg (Present)	(MS)	Natural Sciences
Claudia Striepe (Present)	(CS)	Library & Learning Resources
Lisa Mednick Takami (Present)	(LMT)	Professional Development
Evelyn Uyemura (Present)	(EU)	Humanities
Andree Valdry (Present)	(AV)	Learning Resources/Compton Center

*Committee Chair

Spring 2017 Meetings: February 14, February 28, March 14 & 28, April 25, May 9 & 23, June 6 (if needed).

AGENDA

1. Welcome/Icebreaker

Similar to the 2/21 Senate icebreaker, (SA) invited members to share strategies used to support student success and retention. Members agreed that students are more likely to be successful in class when they feel connected to one another and to their instructor. (EU) uses desktop name tents to learn names, while (BH) asks students to complete an intake form. To encourage a sense of connection with other students in the classroom, (MS) instructs students to interview each other on first day. To foster student success, (MS) spotlights students whose test scores improve and (SK) provides a tracking system that encourages students to assess test preparation strategies.

To share these strategies, along with those shared at the 2/21 Senate meeting, (MS) suggested a brief newsletter in a bulleted format.

(SA) noted that she attended a symposium in New Orleans, "Teaching Sociology in the Digital Age," in February. The keynote speaker was Dr. Jean Twenge, a psychology professor at San Diego State University and author of *Generation Me: Why Today's Young Americans Are More Confident, Assertive, Entitled – and More Miserable Than Ever Before* and author of an upcoming book, *iGen: The 10 Trends Shaping Today's Young People – and the Nation*. (SA) suggested that Dr. Twenge would be an interesting PD Day speaker. Understanding generational differences among student is especially relevant as (EU) pointed out that many students are now typing papers on their smartphones.

2. Updates/Feedback:

FDC membership update: due to other committee obligations, (SA) reported that Diaa Eldanaf (Math) is no longer able to serve on FDC and additional members should be recruited. (BH) noted that BSS and HUM are well-represented. Ideally, the FDC would include representation from other divisions including Fine Arts, Business and Math. (CS) suggested sending an email to deans for recommendations. (SA) will draft an email for FDC review.

(SA) reported that Getting the Job, Part 2: The Interview took place on Jan 27th. The panel included: Elise Geraghty, Interim Dean of Humanities; Wanda Morris, Director of Nursing; Rebecca Donegan (NATS);

Diaa Eldanaf (MATH); Christina Gold (BSS); and Maribel Hernandez (COUNS). They provided valuable information and helped to facilitate a successful mock interview session.

In addition, (SA) reported that the Tenure Reception was held on Spring PD Day (Feb 8th) in the Art Gallery. While the reception was well-attended, (SA) noted that it was unfortunate that only a small number of attendees viewed the exhibit in the Art Gallery.

Discussion followed regarding how to encourage greater flow into the gallery if the reception is held there again in the future. The committee agreed that Spring PD Day is ideal for holding the reception but scheduling should not conflict with afternoon breakout sessions. Other venue locations to be considered include the foyer of the Marsee and the upstairs library patio. (LMT) reiterated that having representation of Fine Arts on the FDC would be a great asset when making these decisions.

3. Faculty Book Club

(SO) reported that funding has been provided again by SEP and the FBC will read *For White Folks Who Teach in the Hood... and the Rest of Y'all Too: Reality Pedagogy and Urban Education* by Christopher Emdin this spring. Meetings will take place: 3/24, 5/5, 6/2; 12:30-2:00; Library West Basement.

4. Informed and Inspired: Lunchtime Faculty Development Series

The first session of Informed and Inspired will take place on March 2nd, 1:00 – 1:50, in the West Basement, Library. The March theme is “RISE & Shine: Learn about the RISE Center & resources available to our students” and will be facilitated by Julieta Ortiz, RISE Center Coordinator. A follow-up roundtable discussion will take place on March 16th.

(CS) and (BH) will coordinate the April sessions and (SK) and (SO) have volunteered to coordinate May. Possible themes include library resources, Reading Success Center, KEAS, tutoring, Career Coach, and Jan Shaffer’s “Distressed & Distressing” series.

5. Canvas Update

(LM) reported that approximately 60 faculty took one of four classes offered in Jan & Feb on Canvas, either "Etudes to Canvas Users Class" or "Intro to Canvas" with Jim Marteney. Completion rates were high 90%+

Elana Azose has launched her series of Canvas workshops which will continue to be rolled out through the spring term. The first workshops featured the topic of Modules in Canvas.

Friday, March 3 three faculty and Elana Azose are being trained to teach the @One online "Intro to Canvas" class

19 faculty, who meet eligibility criteria, will be selected to participate in a 1-year subscription to advance Canvas training delivered via live webinars.

All faculty are eligible for a voucher provided by the OEI (Online Education Initiative) to take the @One "Intro to Canvas" class.

The Canvas website also offers a number of self-paced Canvas training tools.

A matrix is forthcoming from PD/DE letting faculty know of various training options available to them.

Meeting adjourned at 1:57 p.m.

SA/3.3.17

EL CAMINO COLLEGE
Planning & Budgeting Committee
Minutes
Date: February 16, 2017

MEMBERS PRESENT

- | | |
|---|---|
| <input checked="" type="checkbox"/> William Garcia– Student & Comm Adv. | <input checked="" type="checkbox"/> Rory K. Natividad – Chair (non-voting) |
| <input checked="" type="checkbox"/> Amy Grant – Academic Affairs | <input checked="" type="checkbox"/> Cheryl Shenefield–Administrative Services |
| <input checked="" type="checkbox"/> Ken Key - ECCFT | <input type="checkbox"/> Jackie Sims -Management/Supervisors |
| <input type="checkbox"/> Araceli Rodriguez – ASO, Student Rep. | <input type="checkbox"/> Dean Starkey – Campus Police |
| <input checked="" type="checkbox"/> David Mussaw – ECCE | <input checked="" type="checkbox"/> Josh Troesh - Academic Senate |

Other Attendees: Members: A. Sala,
Support: I. Graff, J. Higdon, J. Nishime, J. Shankweiler
Guest: W. Warren

The meeting was called to order at 1:04 p.m.

Approval of the January 19, 2017 Minutes

1. Page 3, #5, correct name to: **C. Shenefield**.
2. Page 3, #2, second sentence, correct: **change** to: **chance**.
3. Page 1, #2, correct third word in the first sentence to: **outlay**.
4. The minutes were approved with the noted corrections. The minutes will be posted to the website.

Compton Accreditation Update – J. Nishime

1. The Compton Center will be having a comprehensive evaluation of their accreditation the week of March 6. The accreditation team will be ensuring they are meeting all of the accreditation standards. It was noted that sometime in early July, a notification should be released informing us they have been granted candidacy (either for two or four years). The best case scenario would be two years during which Compton would write another self-evaluation and another team would visit again in two years to do another evaluation to then determine if they should be an accredited institution. In support of their candidacy, it has been determined that Compton's elected board can have their authority restored. It was noted for the last 11 years; Compton has been under the authority of a special trustee.
2. A special trustee will continue to be assigned to Compton through the full accreditation process, with the authority to rescind decisions. The special trustee is in place due to Compton having a loan from the State. The State wants to ensure their money is being spent appropriately. Currently the interview process is taking place to fill the position of special trustee.

College Night Preview – W. Garcia

1. The office of Outreach and School Relations will be hosting a Spring College Night on Wednesday, April 26 from 5:30 – 8:30 p.m. This is a follow-up to the college night which was held last November. The target audience for this event will be high school sophomores and juniors. They will learn of the educational opportunities and support services that El Camino College has to offer. Participation was encouraged as the program gives the campus and opportunity to showcase their programs.

2. The majority of the activities will take place in the area above the bookstore, the North Gym, and the Student Services Center.
3. Another event noted was Space Day (Saturday, March 11) which will be taking place next month. It was reported this event has become so popular that enrollment for the event had to be shut down on the first few days. Over 2,000 have registered for this popular event. The registration link has been taken down because of the overwhelmingly, positive response.

South Bay Promise – A. Sala/W. Garcia (handout)

1. El Camino College launched the South Bay Promise in 2014 with two school districts within the El Camino Community College District: Inglewood Unified School District and Centinela Valley Union High School District. The program began with 30 students from each district to come to El Camino and during the first year of enrollment, El Camino would pay for their enrollment fees and textbooks for participation in the First-Year Experience Program. The program has currently grown from 12 to 60 students in the program.
2. In the fall of 2017, the program will expand to include Torrance Unified School District. El Camino will be redefining and expanding the program in the fall of 2018 to all public high schools and continuation schools in the college district.
3. Currently this program is very affordable as the students are on Board of Governors Fee waivers (BOGFW). Next year it is anticipated the program will have 90 students and they will not all be BOGFW which means there will be more money needed for financing. The anticipated cost for next year is projected at \$81,600. In 2018/19 it is anticipated there would be approximately 500 students with at least half of them not having any BOGFW. This creates a higher price tag which will require more fundraising hopefully with some corporate partners and the community. The goal is to fund annual expenses and to create an endowment.

Comprehensive Master Plan – I. Graff (handout)

1. The final draft of the Comprehensive Master Plan was presented to the committee for general review. It was noted the PBC will still be in charge of evaluating the plan but now it will be a little more structured. The web link to the plan was reviewed to assist in showing how to navigate the various areas of the plan. Once the plan is approved by the Board, it will be good for the next five years.
2. R. Natividad will send out the link to the committee after the meeting so they can take a more detailed review of the plan.
3. It was noted Cabinet would like to proceed with a phase two of educational master planning that drills down into the program level.

Fiscal Health Risk Analysis – J. Higdon (handout)

1. The Fiscal Health Risk Analysis was presented and reviewed by the committee. The report was very positive and noted the risk analysis at this time for El Camino is scored between 0-5 which is low. VP Higdon provided a step by step review of the multiple page document covering 19 key fiscal indicators. The district currently finds itself fiscal health is acceptable in all 19 key fiscal indicator areas. Members were encouraged to review and submit questions to VP Higdon for any clarification.

Budget Book Page 31/32 – R. Natividad (handouts)

1. The revisions of the criteria were presented with suggested changes from the last meeting for the committee to again review. A discussion item was noted on ensuring student and community access to courses and convenience in completing their educational goals. After discussion the committee provided language to include in the budget development criteria page of the budget.

Adjournment – R. Natividad

1. The meeting adjourned at 2:02 p.m. The next meeting will be held on **March 2, 2017** in Library 202.

EL CAMINO COLLEGE
Planning & Budgeting Committee
Minutes
Date: March 2, 2017

MEMBERS PRESENT

- | | |
|---|---|
| <input checked="" type="checkbox"/> William Garcia– Student & Comm Adv. | <input checked="" type="checkbox"/> Rory K. Natividad – Chair (non-voting) |
| <input checked="" type="checkbox"/> Amy Grant – Academic Affairs | <input checked="" type="checkbox"/> Cheryl Shenefield–Administrative Services |
| <input checked="" type="checkbox"/> Ken Key - ECCFT | <input checked="" type="checkbox"/> Jackie Sims -Management/Supervisors |
| <input checked="" type="checkbox"/> Araceli Rodriguez – ASO, Student Rep. | <input type="checkbox"/> Dean Starkey – Campus Police |
| <input checked="" type="checkbox"/> David Mussaw – ECCE | <input checked="" type="checkbox"/> Josh Troesh - Academic Senate |

Other Attendees: Members:

Support: I. Graff, J. Higdon, J. Nishime, J. Shankweiler

Guest: G. Toya

The meeting was called to order at 1:04 p.m.

Approval of the February 16, 2017 Minutes

1. Page 1, Compton Accreditation Update, #1, fourth sentence, correct senior to: **scenario**.
2. Page 2, Budget Book Page 31/32, #1, second sentence, correct ensuing to: **ensuring**. After the end of the second sentence, the rest of the paragraph was deleted and replaced with the following: **After discussion the committee provided language to include in the budget development criteria page of the budget**.
3. The minutes were approved with the noted corrections. The minutes will be posted to the website.

Enrollment Updates – D. Mussaw (handout)

1. The report on student enrollment (2/27/17) listed the enrollment (as of census date) from last spring 2016 as 7,776 FTES. After April 20 additional enrollment was captured because of the second-eight week and positive attendance classes which brought the figure up to 7,968 FTES. The enrollment for spring 2017 is currently at 7,843 FTES (which is higher than last year at this time). It was noted once this semester's second eight-week classes and positive attendance numbers are figured in, we should be close to achieving last spring's total figure of 7,968 FTES.

Fiscal Health Risk Analysis – J. Higdon (handout)

1. The committee was asked for any additional comments they may have had from last meeting's presentation on the Fiscal Health Risk Analysis. As a follow up J. Higdon stated that after consulting with her staff, the area under Facilities regarding surplus property will remain noted as a yes.
2. It was noted this analysis helps to ensure we have sound business practices. The report reflects that the college is at an acceptable range in each of the 19 key indicator areas. Further questions can be directed to J. Higdon.

Annual Planning/Budgeting Calendar – R. Natividad (handouts)

1. R. Natividad stated he would appreciate the committee's feedback on the budget calendar to see if there are other items which need to be discussed annually.

2. It was suggested to factor in the winter term into the calendar. R. Natividad noted he would take a look at this suggestion. Another suggestion made was to give an Auxiliary Services/ASO report on an annual basis to the committee.

Annual Calendar - R. Natividad

1. The committee was reminded that Unit Plans are due on March 15, 2017. More time has also been provided to the vice presidents to put their plans together (May 1).
2. R. Natividad is waiting on clarification regarding the College Plan. It was noted there may be a need to keep in the Area Plan and move it back to April 1st. This topic was sent to the president and the vice presidents for their input.
3. It was noted as we approach moving closer to the tentative budget, there are some key areas that are consistently discussed each year. It was suggested that this year some of the areas that do not have significant changes could be discussed in advance of the tentative budget. This could assist in saving time when discussions begin on the tentative budget so we can deal with the areas with more significant changes. R. Natividad will collaborate with J. Higdon and J. Ely to fine tune the process.

Adjournment – R. Natividad

1. The meeting adjourned at 1:24p.m. The next meeting will be held on **March 16, 2017** in Library 202.

RKN/lmo

REVISED POLICY

Board Policy 4235

Credit by Examination

The El Camino Community College District ~~is committed to allowing~~ allows students to receive credit by examination for a specific course by demonstrating mastery of the ~~subject matter and/or skills~~ course content, objectives, and outcomes ~~by exam~~.

Credit may be earned by students who satisfactorily pass authorized examinations in accordance with Title 5 section 55050. Procedures for granting credit by examination will be developed in collegial consultation with the Academic Senate.

~~Updated lists of courses eligible for credit by examination, as determined by appropriate faculty, shall be kept in the academic and counseling division offices as well as the records office. It shall be established that the knowledge, skills, and/or experiences gained outside the regular college curriculum are compatible with the course objectives for which credit is requested. Proficiency in subject matter or skills shall be assessed through examination, portfolio, or skills demonstration, and must be at the level expected of students who have successfully completed the course at El Camino College.~~

~~The eligibility and fee requirements along with the procedures and restrictions for obtaining credit by examination shall be on file in the Administrative Procedures Handbook. These are available in the College records office, counseling services, and all academic division offices. They are also published in the College Catalog and Schedule of Classes.~~

Reference: Title 5, Section ~~55753~~ 55050
Replaces Board Policy #6126

El Camino College Adopted: 9/8/03

2016/17 Revision Notes

Contact: Stephanie Rodriguez 9/16 draft
Ed Policies Committee: 11/22/16; 2/28/17
Deans Council: 11/23/16
Academic Senate: 3/9/17; 3/21/17
College Council:

Commented [GF1]: Currently, the policies and procedures for credit by exam are spread out over three places – BP 4235 Credit by Exam, the college catalog, and an Admissions and Records webpage. Edits to BP 4235 take the procedure out of the policy. A new AP 4235 summarizes and updates the processes and ensures that they abide by Title 5. The biggest change is the granting of grades for credit by exam, instead of only credit/no credit. This is required by Title 5 and helps students when using credit by exam for transfer. This draft has been approved by Deans Council and the Educational Policies Committee. There was one reading in the Senate on March 9, 2107.

NEW ADMINISTRATIVE PROCEDURE

Administrative Procedure 4235

Credit by Examination

The purpose of credit by examination is to allow a student to gain credit for a specific course by demonstrating mastery of the course content, objectives, and outcomes.

Faculty who normally teach the course, in consultation with the appropriate Dean, shall determine how courses are selected and courses eligible for credit by examination. Courses eligible for credit by examination shall be listed in the college catalog.

Credit by examination may be obtained by one of the following methods:

- Credit by satisfactory completion of an examination administered by the college in lieu of completion of a course listed in the college catalog.
- Achievement of a score of 3 or higher on an Advanced Placement Examination administered by the College Entrance Examination Board. Faculty in the discipline will determine the tests and scores applicable for local degree credit. The tests and scores will be published in the college catalog.
- Achievement of an examination administered by other agencies approved by the college.

Eligibility Requirements:

1. A student must have completed 12 semester units at El Camino College with a minimum grade point average of 2.00 and be in good standing at the time the credit is granted. However, students enrolling in or enrolled at El Camino College may be allowed to take the examination at any time, even though credit will not be granted until 12 semester units have been completed.
2. Students shall only be allowed to petition to receive credit by examination one time per course. Students may not petition for credit examination for a course in which they have previously enrolled and received a grade, unless statutorily required.
3. Students may not petition for credit by examination for a course in which they have been enrolled after the first two weeks of a semester, except under special circumstances as determined by the dean and faculty who normally teach the course.

Commented [CG1]: Currently, the policies and procedures for credit by exam are spread out over three places – BP 4235 Credit by Exam, the college catalog, and an Admissions and Records webpage. Edits to BP 4235 take the procedure out of the policy. A new AP 4235 summarizes and updates the processes and ensures that they abide by Title 5. The biggest change is the granting of grades for credit by exam, instead of only credit/no credit. This is required by Title 5 and helps students when using credit by exam for transfer. This new procedure began with a draft by Stephanie Rodriguez. It has been edited and approved by the Educational Policies Committee and by Deans council. There has been one reading in the Senate.

Commented [CG2]: Stephanie had a question about whether we should keep this. This allows students who are in high school and take an articulated course (such as welding) to take the exam before they have 12 units at ECC. Lori Suekawa recommends keeping it. SR: approved

Commented [CG3]: There was a question about whether students can take the exam a second time. This bullet says “no.” Lori recommends keeping it as is – a student should only take the exam one time. If a student fails or earns a low grade on the exam, they may then choose to take the course. SR: see added comments; approved

Commented [CG4]: “Appropriate faculty” was replaced throughout the AP with “faculty who normally teach the course” in order to use the specific language from Title 5. SR: approved

4. Students must petition for credit by examination no later than the middle of the term except under special circumstances as determined by the dean and faculty who normally teach the course.
5. Only those courses listed in the catalog and approved for credit by examination at the time of the petition shall be available to students for such credit.
6. Credit is not available for any course that is lower in a sequence than a course for which credit has already granted, except under special circumstances determined by the dean and faculty who normally teach the course.
7. The maximum amount of credit by examination permissible shall not exceed 15 semester units, including not more than 50% of the credit required for the major subject field.

Fee Requirements

A processing fee will be charged to petition for credit by examination. The amount of the fee will be established by the Admissions Office. The amount of the fee cannot exceed the enrollment fee associated with enrollment in the course for which the student seeks credit by examination. Students involved in high school or occupational center articulated programs will be exempted from paying this fee.

Commented [CG5]: The college catalog currently says that the fee will be determined by "College Council or a subcommittee thereof." This was changed to the Admissions Office.
SR: approved

Procedure for Earning Credit by Examination:

Students shall complete a petition for credit by examination and submit it to the Admissions Office along with satisfactory evidence of knowledge, skills or experience. Students shall be provided with a copy of the pertinent Course Outline of Record to aid them in making the decision of whether or not to petition and attempt credit by examination.

Commented [CG6]: This is recommended by the Academic Senate of California Community Colleges. It would be a new thing for the Admissions Office to have to do but it would also help students make better decisions about whether or not to petition; to prepare stronger petitions; and to better prepare for the exam.
SR: approved

The Admissions Office shall forward petitions, with supporting documentation, to the respective dean of the academic division concerned. The dean, in consultation with faculty who normally teach the course, shall determine the eligibility of the student for such an examination. Approved petitions must demonstrate that the knowledge, skills, and/or experiences gained outside the regular college curriculum are compatible with the course content, objectives, and outcomes for which credit is requested.

If the petition is approved, the nature and content of the examination shall be determined solely by faculty in the discipline who normally teach the course for which credit is to be granted. The faculty shall determine that the examination adequately measures mastery of the course content, objectives, and outcomes as set

Commented [CG7]: Our current process states that the dean and faculty will work together to create the exam, however, Title 5 requires that exams be developed "solely by faculty." Our existing statement "the dean and appropriate faculty shall consult regarding the form and content of the examination" has been replaced with this highlighted language from Title 5.
SR: approved

forth in the outline of record. Subject matter mastery and/or skills proficiency, as stated in the objectives and outcomes of the course outline of record, may be established by written examination, portfolio, skills demonstration or combination thereof. The faculty may accept an examination conducted at a location other than the community college. The examination may be offered in more than one session and/or format. The examination must measure proficiency at the level expected of students who have successfully completed the course at El Camino College. The academic division shall notify the student of the examination arrangements.

Commented [CG8]: Title 5 allows the flexibility to conduct exams off campus. We have added this flexibility to our procedure.
SR: approved

Grading shall be according to the regular grading system used by the college, including a “pass-no pass” option if that option is ordinarily available for the course.

Commented [CG9]: The current description of our process states, “The examination shall be graded and recorded only as a credit/no credit and the results shall be recorded on the petition form and forwarded to the Admissions Office.” This is not permitted by Title 5, which requires that we use “our regular grading system.” Also, there were some problems with transferring students who needed a grade for the exam.
SR: approved

If credit is granted and all eligibility requirements have been met, the student’s academic record shall be clearly annotated to reflect that credit was earned by examination. The Admissions Office shall retain a copy of the petition and notify the student of the results.

Commented [CG10]: This is Title 5 language.
SR: approved

Restrictions on Units Earned through Credit by Examination:

Units earned by credit by examination shall not be counted in determining the 12 semester hours of credit in residence required for an associate degree. The maximum amount of credit by examination permissible shall not exceed 15 semester units, including not more than 50% of the credit required for the major subject field. Units earned by examination are not to be considered part of the student’s unit load. Credits acquired by examination are not applicable to meeting of such unit and requirements as Selective Service deferment and Veteran’s or Social Security benefits and shall not be considered in verifying eligibility for athletics or student government.

Commented [CG11]: Bill Mulrooney, the Director of Admissions and Records, says that it is our practice to not record D’s and F’s earned by credit by exam. This is allowable by Title 5 and is done on other campuses.

Faculty Compensation

Faculty will be compensated for their work in creating and assessing the examinations described in this procedure in accordance with the current Agreement Between El Camino Community College District and El Camino College Federation of Teachers.

Commented [CG12]: This statement from the CCLC template is clearer than the language we had been using, which was “Units shall not be used for reports to Selective Service, Social Security, Veterans Administration, or similar agencies”
SR: approved

References:

Title 5 section 55050

Agreement Between El Camino Community College District and El Camino College Federation of Teachers, Article 10, Section 20 Credit by Exam.

The Academic Senate for California Community Colleges, “Awarding Credit Where Credit is Due,” Spring 2014.

Consultation Process

Contact: Stephanie Rodriguez 9/16 (draft)

Educational Policies Committee: 11/22/16; 2/28/17

Deans Council: 11/23/16

Academic Senate:

College Council:

BP 4235 Credit by Examination

Reference:

Title 5 Section 55050

Note: *If the District grants credit by examination, the following policy applies:*

Credit may be earned by students who satisfactorily pass authorized examinations. The [CEO] shall establish administrative procedures to implement this policy.

Revised 2/08

AP 4235 Credit by Examination

Reference:

Title 5 Section 55050

Note: *This procedure is **optional** but it legally advised if the Board has approved a policy to allow credit by examination.*

Credit by Examination may be obtained by one of the following methods: (*Colleges must determine appropriate methods. The following are common.*)

- Achievement of a score of **[3 or higher]** on an Advanced Placement Examination administered by the College Entrance Examination Board.
- Achievement of a score that qualifies for credit by examination in the College Level Examination Program.
- Credit by satisfactory completion of an examination administered by the college in lieu of completion of a course listed in the college catalog.
- Achievement of an examination administered by other agencies approved by the college.

Determination of Eligibility to Take the Examination:

- The student must be currently registered in the college and in good standing,
- The course is listed in the college catalog,
- Credits acquired by examination are not applicable to meeting of such unit load requirements as Selective Service deferment, Veteran's or Social Security benefits.

Credits acquired by examination shall not be counted in determining the 12 semester hours of credit in residence required for an Associate degree.

Note: *Additional local procedures may be inserted, which **must** include:*

- The student's academic record clearly indicates that the credit was earned by examination.
- Limits on the number of units that may be applied to the Associate degree.
- Other limits on student and course eligibility for credit by examination.

Revised 2/08

§ 55050. Credit by Examination.
5 CA ADC § 55050
BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

(a) The governing board of each community college district shall adopt and publish policies and procedures pertaining to credit by examination in accordance with the provisions of this section.

(b) The governing board may grant credit to any student who satisfactorily passes an examination approved or conducted by proper authorities of the college. Such credit may be granted only to a student who is registered at the college and in good standing and only for a course listed in the catalog of the community college.

(c) The nature and content of the examination shall be determined solely by faculty in the discipline who normally teach the course for which credit is to be granted in accordance with policies and procedures approved by the curriculum committee established pursuant to section 55002. The faculty shall determine that the examination adequately measures mastery of the course content as set forth in the outline of record. The faculty may accept an examination conducted at a location other than the community college for this purpose.

(d) A separate examination shall be conducted for each course for which credit is to be granted. Credit may be awarded for prior experience or prior learning only in terms of individually identified courses for which examinations are conducted pursuant to this section.

(e) The student's academic record shall be clearly annotated to reflect that credit was earned by examination.

(f) Grading shall be according to the regular grading system approved by the governing board pursuant to section 55023, except that students shall be offered a "pass-no pass" option if that option is ordinarily available for the course.

(g) Units for which credit is given pursuant to the provisions of this section shall not be counted in determining the 12 semester hours of credit in residence required for an associate degree.

(h) A district may charge a student a fee for administering an examination pursuant to this section, provided the fee does not exceed the enrollment fee which would be associated with enrollment in the course for which the student seeks credit by examination.

Note: Authority cited: Sections 66700 and 70901, Education Code. Reference: Sections 70901 and 70902, Education Code.

HISTORY

1. New article 5 (sections 55050-55052) and section filed 7-17-2007; operative 8-16-2007.

Submitted to OAL for printing only pursuant to Education Code section 70901.5 (Register 2007, No. 35).

This database is current through 10/28/16 Register 2016, No. 44.

NEW POLICY

BP 3710

Intellectual Property and Securing of Copyright

The Superintendent/President or his/her designee shall develop procedures that define the rights, interests, protection, and transfer of intellectual property created by the District employees and students and secures copyrights and other intellectual property rights, in the name of the district, to all copyrightable works and other intellectual property developed by the district, and royalties or revenue from said intellectual property are to be for the benefit of the district securing said intellectual property right.

The Superintendent/President shall develop appropriate administrative procedures to implement the provisions of Education Code 72207, which authorizes the securing of copyright protection for works, including but not limited to registering copyrights on behalf of the District. The procedures developed by the Superintendent/President shall assure that the District may also use, sell, give or exchange copyrightable materials and may license materials prepared by the District in connection with its curricular and other services.

In the development of procedures, the Superintendent/President shall solicit the input of representatives of the college community in accordance with the District's policies regarding shared local decision making.

References:

Education Code Sections 72207 and 81459

17 U.S. Code Section 201

35 U.S. Code Section 101 et seq.

37 Code of Federal Relations 1.1 et seq.

Reviewed by Academic Senate – 1st reading 11/17/15; 2nd reading 3/1/16; 1st reading 3/2/17

EPC – 10/25/16; 11/22/16

Reviewed by Deans Council – 1st review Feb. 2016; 2nd review March 2017

Commented [GF1]: BP/AP 3710 is new and legally required. A copyright committee under Alice Grigsby worked on it over a couple years and a draft was brought to EPC last fall 2015 by Don Brown. It went through consultation with Deans and at the Senate. Serious concerns were raised in the Senate about its overlap with intellectual property. The current revised draft combines the CCLC templates for 3710 Securing of Copyright and 3715 Intellectual Property. Several other CCCs have done the same. Much of the AP is language directly from the faculty contract, which combines copyright and intellectual property. The faculty contract language has been changed in the procedure to include classified employees and students. Luukia Smith was consulted and she approves any drafts and changes we develop. Josh Troesch, a Senator and lawyer with experience in the area, revised and gave his thumbs up to the current draft. Josh added language to the copyright policy and procedure that makes it inclusive of copyright and intellectual property. The Ed Policies Committee and Deans Council approve this current draft. Dena Maloney has approved combining BP/AP 3710 and BP/AP 3715 together.

NEW PROCEDURE

AP 3710

Intellectual Property and Securing of Copyright

The El Camino Community College District recognizes and encourages District employees and students to engage in the production of scholarly works, creative publications, and technology-based materials.

Property subject to copyright or other intellectual property protection, including but not limited to those in the forms of books, compositions, paintings and other works of comparable type, developed by employees or students shall be the property of the creator unless the property is prepared by means of a District grant, constituting substantial District support, an externally funded grant, or contract with the District.

The Superintendent/President or his/her designee shall be responsible for securing the copyright or other intellectual property right for any materials for which the District is entitled to ownership.

This intellectual property and securing of copyright procedure shall be interpreted consistent with other District policies, including, but not limited to, the District's policy on academic freedom and federal and state statutes and regulations. This procedure shall also be interpreted consistent with all collective bargaining agreements. In the event the provisions of these procedures and the provisions of any operative collective bargaining agreement conflict, the collective bargaining agreement shall take precedence.

- I. El Camino Community College District has defined substantial district support, works for hire, proprietary instructional material and intellectual property in Article 24 of the Faculty Contract. These definitions and stipulations will apply to all employee and student work at the ECC District.
 - a) A **Work** is any material which is eligible for copyright protection, including (but not limited to): books, articles, dramatic or musical compositions, poetry, instructional materials (e.g., scientific, logical, opinion or criticism), works of art or design, photographs or films, video or audio recordings, computer software, architectural and engineering drawings, and choreography. A Work may be recorded in any enduring medium (e.g., print, manuscript, electronic storage formats, optical, photosensitive film, etc.) or may exist in any tangible form (e.g., a sculpture, painting, structure or building).
 - b) An **Invention** is any idea or discovery which is eligible for patent protection, including (but not limited to) a device, process, design, model, strain or variety of any organism or composition of matter.

Commented [GF1]: BP/AP 3710 is new and legally required. A copyright committee under Alice Grigsby worked on it over a couple years and a draft was brought to EPC last fall 2015 by Don Brown. It went through consultation with Deans and at the Senate. Serious concerns were raised in the Senate about its overlap with intellectual property. The current revised draft combines the CCLC templates for 3710 Securing of Copyright and 3715 Intellectual Property. Several other CCCs have done the same. Much of the AP is language directly from the faculty contract, which combines copyright and intellectual property. The faculty contract language has been changed in the procedure to include classified employees and students. Luukia Smith was consulted and she approves any drafts and changes we develop. Josh Troesch, a Senator and lawyer with experience in the area, revised and gave his thumbs up to the current draft. Josh added language to the copyright policy and procedure that makes it inclusive of copyright and intellectual property. The Ed Policies Committee and Deans Council approve the current draft. Dena Maloney approves combining BP/AP 3710 with BP/AP 3715.

Commented [CG2]: The drafts from the copyright committee used the term "works." Josh recommends "property" instead because it is more inclusive and doesn't imply copyright only. "Works" is used in the legal profession to refer to intellectual property that is governed by copyright, but often doesn't include other intellectual property such as patents and trademarks. Property is broader and will allow a more broad interpretation of the policy in court, which protects the creator of the work.

Commented [GF3]: This statement is from the CCLC template for AP 3715 Intellectual Property. It ensures that this procedure will not conflict with the faculty contract, our academic freedom policy, or any other federal or state laws.

Commented [CG4]: Section I is from the faculty contract. "Faculty" has been changed to "employee and student."

- c) **Intellectual Property** is inclusive of any intangible property or other assets eligible for intellectual property protection under the law.
- d) **District Support** includes the use of district funds, personnel, facilities, equipment, materials, or technology.
- e) **Substantial District Support** is defined as support involving either (1) direct costs to the District in excess of \$2000 over and above any budget customarily provided for the employee's usual appointment or assignment; or (2) indirect costs to the District (including but not limited to salaries and wages) in excess of \$5000 for District employees providing secretarial, technical or creative services specifically for the project; or (3) the use of exceptionally expensive District equipment or facilities (e.g., professional recording and filming studio, professional television cameras and the like). A grant obtained through the initiative and efforts of an employee or student shall not be considered to have resulted from Substantial District Support so long as the employee's contributions exceed the District's contributions.
- f) **A Work for Hire or Invention for Hire** is one for which the employee is specifically compensated to create. Works or inventions for Hire include products resulting from grants where the employee's contributions were less than contributions from the District. Works or Inventions for Hire shall remain the property of the District for all purposes.
- g) **Proprietary Instructional Materials** are those materials an employee created to perform his assignment more effectively for the benefit of the students, including (but not limited to): syllabi, lectures, student exercises, illustrations, recordings, multimedia programs and tests. The employee may use Instructional Materials in a traditional classroom or in any form of Distance Education. These Proprietary Instructional materials may be created using the personal resources of the employee and/or resources provided by the district.
- h) Employees who develop **Intellectual Property** with District Support as defined above, including but not limited to electronically posted notes, lectures, audio or videotaped presentations, broadcasts, or multi-media or interactive software, shall retain all ownership rights to and control of such material, except that the District shall retain the right to use property created with Substantial District Support for its own purposes without payment of royalties or other considerations, and the employee shall provide appropriate access to District personnel for evaluation, program review and accreditation purposes .

II. In the absence of a specific contract or agreement:

- a) If there is a reasonable determination that a particular work or other intellectual property created by an employee may be sold or traded commercially, the

Commented [CG5]: Section II was authored by the copyright committee.

District and the employee may elect to draft and execute a contract specifying the terms of ownership of the work.

- b) If the receipt of grant funds restricts or specifies ownership of employee-created work, the District will abide by the requirements of the grant agreement.
- c) If the District and employee wish for any other reason to change or share ownership of a work or other intellectual property, they may jointly draft and execute a contract specifying terms of ownership.

The District will strive to actively protect all copyrighted materials or other intellectual property owned solely or partially by the District.

References:

Education Code Sections 72207 and 81459

17 United States Code 201

35 U.S. Code Section 101 et seq.

37 Code of Federal Relations 1.1 et seq.

Agreement Between El Camino Community College District and El Camino College Federation of Teachers, Local 1388, AFT, AFL-CIO.

Contact: Don Brown

Educational Policies Committee: passed fall 2015; 10/25/16; 11/22/16

Academic Senate – 1st reading 11/17/15; 2nd reading 3/1/16; 1st reading 3/21/17

Deans Council – 1st review Feb. 2016; 2nd review March 2017

BP 3710 Securing of Copyright

References:

Education Code Sections 72207 and 81459;
17 U.S. Code Section 201

Note: The following policy is legally advised.

The [CEO] is directed to develop appropriate administrative procedures to implement the provisions of the Education Code which authorize the securing of copyright protection for works, including but not limited to registering copyrights and policing infringements, on behalf of the District. The procedures developed by the [CEO] shall assure that the District may use, sell, give or exchange published materials and may license materials prepared by the District in connection with its curricular and special services.

In the development of these procedures, the [CEO] shall solicit the input of the proper representatives of the college community in accordance with the District's policies regarding shared local decision making.

See Administrative Procedure [#].

Revised 2/05

AP 3710 Securing of Copyright

References:

Education Code Sections 72207 and 81459;
17 United States Code 201

Note: *This procedure is **legally advised**. Insert local practice. Procedures on this topic must be the subject of consultation through the local decision making process.*

Revised 2/05

BP 3715 Intellectual Property

References:

- 17 U.S. Code Sections 101 et seq.;
- 35 U.S. Code Sections 101 et seq.;
- 37 Code of Federal Regulations Sections 1.1 et seq.

Note: The following policy is legally required.

The *[CEO]* shall develop procedures that define the rights, interests, protection, and transfer of intellectual property created by the District employees and students.

New 2/05

AP 3715 Intellectual Property

References:

- 17 U.S. Code Sections 101 et seq.;
- 35 U.S. Code Sections 101 et seq.;
- 37 Code of Federal Regulations Sections 1.1 et seq.

Note: *The following procedure is **legally advised**. Local practice may be inserted. The following is an illustrative example.*

The following intellectual property procedure shall be interpreted consistent with other District policies, including, but not limited to, the District's policy on academic freedom and federal and state statutes and regulations. This procedure shall also be interpreted consistent with all collective bargaining agreements.

Definitions

For the purposes of this procedure, the following definitions apply to the following words or phrases:

"Administrative Activity" means the execution of the District's management or administrative functions such as preparing budgets, policies, contracts, personnel management, printing course materials and catalogues, maintenance of computer data, long range planning, and keeping inventories of equipment. Teaching and academic endeavors are not administrative activities.

"Author" or "Creator" means an individual who alone or as part of a group of other creators, invent, author, discover, or otherwise create intellectual property.

"District Resources" means all tangible resources including buildings, equipment, facilities, computers, software, personnel, and funding.

"Course Materials" Materials prepared for use in teaching, fixed or unfixed, in any form, including, but not limited to, digital, print, audio, visual, or any combination thereof. Course materials include, but are not limited to, lectures, lecture notes, and materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, web-ready content, and educational software.

"Course Syllabus" means a document that includes information about the outline, standards for student evaluation, and additional information which reflects the academic work of the faculty member.

"Digital Encoded Work" means a work (on a bit-sequence) that can be stored on computer-readable media, manipulated by computers, and transmitted through data networks.

“Employee” means an individual employed by the District, and shall include full-time and part-time faculty, classified staff, student employees, appointed personnel, persons with "no salary" appointments, and academic professionals, who develop intellectual property using District resources, unless there is an agreement providing otherwise.

“Intellectual Property” means works, products, processes, tangible research property, copyrightable subject matter, works of art, trade secrets, know how, inventions and other creations the ownership which are recognized and protected from unauthorized exploitation by law. Examples of intellectual property include scholarly, artistic, and instructional materials.

“Student” means an individual who was or is enrolled in a class or program at the District at the time the intellectual property was created.

“Student Employee” means a student who is paid by the District, and may include students participating in a work study program or who receive stipends while they are acting within the scope of their employment at the District at the time the intellectual property was created.

“Substantial Use of District Resources” means use of District resources beyond the normal professional, technology, and technical support generally provided by the District and extended to an individual or individuals for development of a product, project or program. The use of District resources must be important and instrumental to the creation of the intellectual property. The following do not constitute substantial use of the District’s resources: (1) incidental use of District resources and/or (2) extensive use of District resources commonly available to District employees. A substantial use of the District’s resources may be implicated in situations where the creator spends such time and energy in the creation of a work that results in a great reduction of the creator’s teaching activity.

“Work” means an “original work of authorship fixed in a tangible medium” as used in the Copyright Act.

Ownership of Intellectual Property

The ownership rights to a creation at the District shall be determined generally as set forth below, unless ownership is modified by an agreement.

Employee Intellectual Property Rights

A District employee who is the creator of an academic work in his/her field of expertise owns the copyright in that work. Academic works include textbooks, lecture notes and other course materials, literary works, artistic works, musical works, architectural works and software produced with no more than nominal or incidental use of the District’s resources. Academic works described in this paragraph are owned by the employee even though such works may have been developed within the employee’s scope of employment.

Intellectual property unrelated to an individual's employment responsibilities at the District, and that is developed on an individual's own time and without the District's support or use of District facilities is the exclusive property of the creator and the District has no interest in any such property and holds no claim to any profits resulting from such intellectual property.

District Intellectual Property Rights

The District owns all other intellectual property, including but not limited to patentable inventions, such as computer software, created by its employees under the following circumstances:

- 1) If intellectual property is created through the District's administrative activities by an employee working within his/her scope of employment; or
- 2) If intellectual property is created by an employee executing a duty or specific assignment designated by the District; or
- 3) If intellectual property is created through the substantial use of District resources; or
- 4) If intellectual property is commissioned by the District pursuant to a signed contract; or
- 5) If intellectual property is produced within one of the nine categories of works considered works for hire under copyright law pursuant to a written contract, or
- 6) If intellectual property is produced from research specifically supported by state or federal funds or third party sponsorship.

Where circumstances give rise to District intellectual property rights, as described above, the creator of the potential intellectual property will promptly disclose the intellectual property to the District. The District and the creator may enter into a written agreement whereby the creator executes documents assigning intellectual property rights to the District.

The [CEO] may waive the District's interests in its intellectual property by executing a written waiver.

Student Intellectual Property Rights

District students who created a work are owners of and have intellectual property rights in that work. District students own the intellectual property rights in the following works created while they are students at the District:

- 1) intellectual property created to meet course requirements using college or District resources, and
- 2) intellectual property created using resources available to the public. Intellectual property works created by students while acting as District employees shall be governed under provisions for employees.

Modification of Ownership Rights

The general provisions for ownership of intellectual property rights set forth in Section II may be modified by the parties as follows:

Sabbatical Works

Generally, intellectual property created by District employees during a sabbatical is defined as an academic work. However, where a work to be created as part of an approved sabbatical plan requires resources beyond those normally provided to other employees during a sabbatical (substantial use District resources), the parties may enter into an written agreement to define the District and employee's intellectual property rights in the sabbatical work.

Assignment of Rights

When the conditions outlined in the sections on employee intellectual property rights or student intellectual property are met, ownership will reside with the employee or student responsible for creating the intellectual property. In these circumstances, the creator may pursue intellectual property protection, marketing, and licensing activities without involving the District. If such a decision is made, the creator is entitled to all revenues received.

Any person may agree to assign some or all of his/her intellectual property rights to the District. In the event the creator offers to share or assign intellectual property rights in the creation to the District, the District may support and finance application for intellectual property protection (trademark, patent, or copyright) or it may enter into an agreement for other exploitation of the work, including management, development and commercialization of the property under terms and conditions as may be agreeable to the parties. After evaluating the creator's offer, the District may or may not decide to become involved in a joint investment agreement. A negative response from the District will be communicated in writing to the creator. An affirmative response from the District will be summarized as a offer to enter into a written contract. If the creator accepts the District's proposed contract, any revenues received from commercialization of the intellectual property will be distributed as defined in the contract.

Sponsorship Agreements

A sponsored work is a work first produced by or through the District in the performance of a written agreement between the District and a sponsor. Sponsored works generally include interim and final technical reports, software, and other works first created in the performance of a sponsored agreement. Sponsored works do not include journal articles, lectures, books or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise. Ownership of copyrights to sponsored works shall be with the District unless the sponsored agreement states otherwise. Where a sponsorship agreement does not define ownership of the intellectual property, ownership shall be determined under applicable law. Any sponsorship agreement that provides for ownership of the work by one other than the District generally shall provide the District with a nonexclusive, world-wide license to use and reproduce the copyrighted work for education and research purposes.

Collaboration/Partnership Agreements

The District may participate in projects with persons/organizations that result in the creation of intellectual property. Ownership rights of such intellectual property will be defined by the collaboration/partnership agreement, or shall be determined under applicable law.

Special Commissions

Intellectual property rights to a work specially ordered or commissioned by the District from a faculty member, professional staff member, other District employee, or other individual or entity, and identified by the District, as a specially commissioned work at the time the work was commissioned, shall belong to the District. The District, and the employee shall enter into a written agreement for creation of the specially commissioned work.

Use of Substantial District Resources

In the event the District provides substantial resources to an employee for creation of a work and the work was not created under an agreement (such as a sponsorship agreement, individual agreement, or special commission) the District and the creator shall own the intellectual property rights jointly in proportion to the respective contributions made.

Encoded Works/Software for Administrative Activities

The District may hire an individual or entity to develop software or other encoded works, to be used in the District's administrative activities. The District shall maintain ownership of the intellectual property rights in such encoded works. Similarly, the District shall have ownership of the intellectual property rights in encoded works created by an employee, even where the work was created out of the employee's own initiative, if the work is related to the employee's job responsibilities. For example, if an employee in the student records office creates a software program, on his/her own initiative, that will organize student records, such work is related to the employee's job duties and will belong to the District. Where an employee creates a program that does not relate to his/her job duties, and that program was created on the employee's own time, the work belongs to the employee.

Collective Bargaining Agreement

In the event the provisions of these procedures and the provisions of any operative collective bargaining agreement conflict, the collective bargaining agreement shall take precedence.

Jointly Created Works

Ownership of jointly created works shall be determined by separately assessing which of the above categories applies to each creator, respectively. Rights between joint owners of a copyright shall be determined pursuant to copyright law.

Work Acquired by Assignment or Will

The District may acquire copyrights by assignment or will pursuant to the terms of a written agreement or testament. The terms of such agreements should be consistent with District policies and these procedures.

Materials Implicating Third Party Rights

District employees and students must comply with District policies and state and federal laws, including copyright and privacy laws, in creating works. District employees and students must obtain all required licenses, consents, and releases necessary to avoid infringing the rights of third parties. District employees and students with questions or concerns regarding third party rights should direct all inquiries to [Insert office or position].

Intellectual Property Coordinator

The [insert designated position] shall be the District's Intellectual Property Coordinator. The coordinator shall administer this procedure and will implement the District's Intellectual Property Policy. The Intellectual Property Coordinator will also monitor the development and use of the District's intellectual property. Any questions relating to the applicability of the District Intellectual Property or this procedure may be directed and answered by the Intellectual Property Coordinator.

Preservation of Intellectual Property Right

Protection of Rights

The District shall undertake such efforts, as it deems necessary to preserve its rights in original works for which the District is the sole or joint owner of intellectual property rights. The District may apply for a patent, for trademark registration, for copyright registration, or for other protection available by law on any new work in which it maintains intellectual property rights.

Payment of Costs

The District may pay some or all costs required for obtaining a patent, trademark, copyright, or other classification on original works for which it exclusively owns intellectual property rights. If the District has intellectual property rights in a jointly owned work, the District may enter into an agreement with the joint owners concerning payment of such costs.

Commercialization of Intellectual Property

Right of Commercialization

The District may commercialize its Intellectual Property using its resources or it may enter into agreements with others to commercialize the work as authorized by law.

Distribution of Proceeds

An employee who creates a work and retains an intellectual property interest in such work in which the District maintains intellectual property rights is entitled to share in royalties, licenses, and any other payments from commercialization of the work in accordance with applicable agreements and applicable laws. All expenses incurred by the District in protecting and promoting the work including costs incurred in seeking patent or copyright protection and reasonable costs of marketing the work, shall be

deducted and reimbursed to the District before the creator is entitled to share in the proceeds.

Intellectual Property Account

The District shall deposit all net proceeds from commercialization of intellectual property in its own general intellectual property account. The [insert authorized position] may use the account to reimburse expenses related to creating or preserving the District's intellectual property rights or for any other purpose authorized by law and District policy including the development of intellectual property.

Notification

The Intellectual Property Coordinator shall provide a copy of these Intellectual Property Procedures to persons upon request. The District shall arrange training on a periodic basis for faculty, staff and/or other persons who are covered by this Intellectual Property Procedure.

New 2/05

Note: *The following forms are provided as resource samples; local practice may be used instead. Including them in the Administrative Procedure manual is optional. Legal counsel should be consulted for final approval or review of the agreement.*

Form A: Work Made For Hire Agreement Course Materials

This agreement made the [date] day of [month], 20[year], by and between [name of author] ("Author," and if there is more than one author then all of them collectively) and [name of District] ("District").

The author and the district agree as follows:

1. Title and Copyright Assignment

- a) Author and District intend this to be a contract for services and each considers the products and results of the services to be rendered by Author hereunder (the "Work") to be a work made for hire. Author acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of District.
- b) If for any reason the Work would not be considered a work made for hire under applicable law, Author does hereby sell, assign, and transfer to District, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in an to all income,

royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

- c) If the Work is one to which the provisions of 17 U.S. Code Section 106A apply, the Author hereby waives and appoints District to assert on the Author's behalf the Author's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions or the Work, in any medium, for District purposes.
- d) Author agrees to execute all papers and to perform such other proper acts as District may deem necessary to secure for District or its designee the rights herein assigned.

2. Delivery of the Work

- a) The Author will deliver to the District on or before *[date]* the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the District.
- b) If the Author fails to deliver the Work on time, the District will have the right to terminate this agreement and to recover from the Author any sums advanced in connection with the Work. Upon such termination, the Author may not have the Work published elsewhere until such advances have been repaid.

3. Quoted Material

With the exception of short excerpts from others' works, which constitute *fair use*, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents at his/her own expense after consultation with the District and will file them with the District at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

4. Author's Warranty

The Author warrants that he/she is the sole owner of the Work and has full power and authority to make this agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Author will defend, indemnify, and hold harmless the District and/or its licensees against all claims, suits, costs, damages, and expenses that the District and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been

settled or withdrawn, the District may withhold any sums due the Author under this agreement.

5. Consideration

In consideration for delivery of the Work in accordance with the provisions of this Agreement, District shall pay Author *[amount]*.

6. Revisions

[Choose one paragraph.]

The Author shall retain the right to revise the Work *[insert time, such as at one year intervals]* during the term of this agreement in accordance with academic standards. The Author further agrees to update the Work within *[insert length of time, such as 90]* days upon the receipt of a written request from the District. The provisions of this agreement shall apply to each revision of the Work by the Author as though that revision were the Work being published for the first time under this agreement. In the event that the Author is unable or unwilling to provide a revision within *[insert length of time, such as 90]* days after the District has requested it, or should the Author be deceased, the District may have the revision made and charge the cost against sums due the Author under Section 5 above, if any, and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

or

This paragraph has been deleted because the Author's contribution is not a work expressing academic expertise requiring periodic review and revision.

7. Term and Termination

- a) This agreement shall remain in effect for *[insert length of time, such as three (3)]* years unless terminated earlier in accordance with this Section 7.
- b) In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within *[insert length of time, such as 60]* days after receipt of written notice thereof, this agreement shall terminate upon expiration of the *[insert length of time, such as 60]* day period.
- c) Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional *[Insert length of time, such as three]* year term, upon the same terms and conditions as set forth herein.

8. Options/Contracts with Third Parties

Nothing contained in Section 7 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the District in the income resulting from such agreements.

9. Amendments

The written provisions contained in this agreement constitute the sole and entire agreement made between the Author and the District concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

10. Construction, Binding Effect, and Assignment

This agreement shall be construed and interpreted according to the laws of the State of California and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the District shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

[Insert signature lines for author and district designee]

Form B: Contract under which Employee Keeps Copyright of the Work and Gives District a License to Use/Exploit Work

Course Materials

This Agreement made the *[date]* day of *[month]*, 20*[year]*, by and between *[name of author]* ("Author," and if there is more than one author then all of them collectively) and *[name of District]* ("District").

Recitals

The Author will be the sole contributor of copyrightable expression to the educational course materials anticipated to result from this project. The District will be contributing significant kinds and/or amounts of District resources. The Parties recognize that under law, the District is obligated to obtain appropriate consideration for the transfer of state resources. In furtherance of their mutual objectives, the Parties agree to allocate certain of their rights and responsibilities as set forth in this agreement.

The author and the District agree as follows:

1. Rights Granted

[Choose one of the following paragraphs.]

Nonprofit Educational Uses

The Author hereby grants to the District for the full term of this agreement the non-exclusive right to copy, distribute, display, perform, transmit, and publish for nonprofit educational purposes the educational course materials entitled: *[name of work]* (hereinafter called "Work").

or

Non-exclusive Commercial License

The Author hereby grants to the District for the full term of this agreement the non-exclusive right to copy, distribute, display, perform, transmit, publish and sell throughout the world the educational course materials entitled: *[name of work]* (hereinafter called "Work"). This license grant also includes, without limitation, the rights to the Work listed in Paragraph 8 below, with authority to license those rights in all countries and in all languages.

or

Exclusive Commercial License

The Author hereby grants to the District for the full term of this agreement the exclusive right to copy, distribute, display, perform, transmit, publish and sell throughout the world the educational course materials entitled: *[name of work]* (hereinafter called "Work"). This license grant also includes, without limitation, the rights to the Work listed in

Paragraph 8 below, with authority to license those rights in all countries and in all languages.

2. Delivery of the Work

- a) The Author will prepare and deliver to the District on or before *[date]* the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the District.
- b) If the Author fails to deliver the Work on time, the District will have the right to terminate this agreement and to recover from the Author any sums or other resources advanced in connection with the Work. Upon such termination, the Author may not have the Work published elsewhere until such advances have been repaid.

3. Quoted Material

With the exception of short excerpts from others' works, which constitute *fair use*, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents at his/her own expense after consultation with the District and will file them with the District at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

4. Publication of the Work

The Work shall be distributed, transmitted or published by the *[District/Author]* as soon as circumstances permit after receipt, at its own expense, in such manner as the *[District/Author]* shall deem appropriate.

5. Copyright Registration

The Author authorizes the District to register copyright in the Work in the Author's name in the United States and elsewhere as the District may elect.

6. Author's Warranty

- a) The Author warrants that he/she is the sole owner of the Work and has full power and authority to make this agreement; that he/she has made a good faith effort to follow the District's Intellectual Property Policy and Procedures and that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter.
- b) To the extent that an act of the Author that results in a claim of copyright infringement was authorized by the District's Intellectual Property Policy and Procedures, in accordance with that Policy and to the extent authorized by the Constitution and laws of the State of California, the District, will defend, indemnify and hold harmless the Author against all claims, suits, costs, damages and expenses that the Author may sustain by reason of such infringement or violation by the Work of any copyright.

- c) In all other cases, the Author will defend, indemnify, and hold harmless the District and/or its licensees against all claims, suits, costs, damages, and expenses that the District and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the District may withhold any sums due the Author under this agreement.

7. Consideration

- a) District will contribute the following resources to the creation of the Work:

[List: Materials, Hardware, Software, Technical Assistance, Other Assistance, Videotaping, Programming, Teaching Load Credit, or Funding.]

[Choose one of the following paragraphs.]

- b) The parties shall share in any revenues from the commercialization of the Work as follows: District will first recover its resource contribution in the amount of \$____, then the Parties shall share profits 50% to the District and 50% to all Authors (to be shared evenly among the Authors if more than one.)

or

The parties shall share in any revenues from the commercialization of the Work as follows: The Parties shall share profits 50% to the District and 50% to all Authors (to be shared evenly among the Authors if more than one.)

or

The Parties do not anticipate commercial exploitation of the Work and so have not addressed District's recovery of its contribution or allocated royalty percentages to either Party.

8. Subsidiary Rights

[Choose the paragraph below that corresponds to the paragraph chosen for Section 1.]

Nonprofit Educational Uses

The District has been granted a limited right to use the Work for nonprofit educational purposes only and therefore does not need subsidiary rights and all such rights are retained by the Author.

or

Non-exclusive Commercial License

The District shall have the right to license, sell, or otherwise dispose of the following rights in the Work: Publication or sale by book clubs; reprint rights; foreign rights; translation rights; publication in anthologies, compilations, digests, condensations; first and second serial rights (in one or more installments); dramatic, motion picture, and television rights; broadcast by radio; recordings; electronic, mechanical, and visual reproduction; computer programs; microprint, microfiche, and microfilm editions; syndication rights; permission rights (quotations, excerpts, illustrations, etc.); any other rights to the Work not specifically enumerated; and otherwise utilize the Work and material based on the Work.

or

Exclusive Commercial License

The District shall have the sole right to license, sell, or otherwise dispose of the following rights in the Work: Publication or sale by book clubs; reprint rights; foreign rights; translation rights; publication in anthologies, compilations, digests, condensations; first and second serial rights (in one or more installments); dramatic, motion picture, and television rights; broadcast by radio; recordings; electronic, mechanical, and visual reproduction; computer programs; microprint, microfiche, and microfilm editions; syndication rights; permission rights (quotations, excerpts, illustrations, etc.); any other rights to the Work not specifically enumerated; and otherwise utilize the Work and material based on the Work.

9. Revisions

The Author shall retain the right to revise the Work [at one year intervals] during the term of this agreement in accordance with academic standards. The Author further agrees to update the Work within 90 days upon the receipt of a written request from the District. The provisions of this agreement shall apply to each revision of the Work by the Author as though that revision were the Work being published for the first time under this agreement. In the event that the Author is unable or unwilling to provide a revision within 90 days after the District has requested it, or should the Author be deceased, the District may have the revision made and charge the cost against the Author's royalties and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

10. Term and Termination

[Choose this first set of paragraphs if the District was granted an Exclusive Commercial License in Section 1.]

- a) This agreement shall remain in effect for *[insert length of time, such as three]* years unless terminated earlier in accordance with this Section 10. Upon expiration of the term and any renewal term[s] agreed upon pursuant to

Section 10(d), or upon earlier termination in accordance with Sections 10(b) or

- b) the rights granted in the Work shall revert to the Author, subject to retention by the District of the non-exclusive, perpetual right and license to use the Work for internal nonprofit educational purposes and to use the structure and organization of the Work as a guide for the creation of a new course.
- c) In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within *[insert length of time, such as 60]* days after receipt of written notice thereof, this agreement shall terminate upon expiration of the *[insert length of time, such as 60]* day period.
- d) The Work shall be considered to be "in use" if it is made available by District for distribution or transmission, offered for sale or licensed for distribution, transmission or sale during the term of this agreement. If the District fails to keep the Work in use and the Author makes a written request of the District to terminate this agreement, the District shall notify the Author in writing of the District's decision in the matter within *[insert length of time, such as 60]* days after receipt of the written request. If the District elects to keep the Work in use, it shall have *[insert length of time, such as six]* months thereafter to comply. If the District elects not to keep the Work in use or fails to comply with the *[insert length of time, such as six]* months deadline (unless the failure is due to circumstances beyond its control), then this agreement shall terminate.
- e) Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional *[insert length of time, such as three]* year term, upon the same terms and conditions as set forth herein.

[Choose this second set of paragraphs if the District has either a Nonprofit Educational Use License or a Non-exclusive Commercial License in Section 1.]

- a) This Agreement shall remain in effect for *[insert length of time, such as three]* year(s) unless terminated earlier in accordance with this Section 10. Upon expiration of the term and any renewal term(s) agreed upon pursuant to Section 10(c), or upon earlier termination in accordance with Section 10(b), the rights granted in the Work shall revert to the Author, subject to retention by the District of the non-exclusive, perpetual right and license to use the Work for internal nonprofit educational purposes and to use the structure and organization of the Work as a guide for the creation of a new course.
- b) In the event that either Party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within 60 days after receipt

of written notice thereof, this Agreement shall terminate upon expiration of the [insert length of time, such as 60] day period.

- c) Upon the expiration of the term of this Agreement, the parties may agree to renew this Agreement for an additional [insert length of time, such as three] year term, upon the same terms and conditions as set forth herein.

11. Options/Contracts with Third Parties

Nothing contained in Section 10 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the District in the income resulting from such agreements.

12. Amendments

The written provisions contained in this agreement constitute the sole and entire agreement made between the Author and the District concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

13. Construction, Binding Effect, and Assignment

This agreement shall be construed and interpreted according to the laws of the State of California and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the District shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

[Insert signature lines for author and District designee]

New 2/05

AGREEMENT BETWEEN EL CAMINO COMMUNITY COLLEGE DISTRICT and EL CAMINO COLLEGE FEDERATION OF TEACHERS, LOCAL 1388, AFT, AFL~CIO

August 18, 2014 through December 31, 2016

ARTICLE 24 - INSTRUCTIONAL TECHNOLOGY

Section 1. Definitions

(a) Distance Education means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology.

(b) A Work is any material which is eligible for copyright protection, including (but not limited to): books, articles, dramatic or musical compositions, poetry, instructional materials (e.g., scientific, logical, opinion or criticism), works of art or design, photographs or films, video or audio recordings, computer software, architectural and engineering drawings, choreography. A Work may be recorded in any enduring medium (e.g., print, manuscript, electronic storage formats, optical, photosensitive film, etc.) or may exist in any tangible form (e.g., a sculpture, painting, structure or building).

(c) An Invention is any idea or discovery which is eligible for patent protection, including (but not limited to) a device, process, design, model, strain or variety of any organism or composition of matter.

(d) District Support includes the use of district funds, personnel, facilities, equipment, materials, or technology. Substantial District Support is defined as support involving either (1) direct costs to the District in excess of \$2000 over and above any budget customarily provided for the Faculty Member's usual appointment or assignment, (2) indirect costs to the District (including but not limited to salaries and wages) in excess of \$5000 for District employees providing secretarial, technical or creative services specifically for the project, or (3) the use of exceptionally expensive District equipment or facilities (e.g., professional recording and filming studio, professional television cameras and the like). A grant obtained through the initiative and efforts of a Faculty member shall not be considered to have resulted from Substantial District Support so long as the Faculty Member's contributions exceed the District's contributions.

(e) A Work for Hire or Invention for Hire is one for which the Faculty Member is specifically compensated to create. Works or Inventions for Hire include products resulting from grants where the Faculty Member's contributions were less than contributions from the District.

(f) Proprietary Instructional Materials are those materials a Faculty Member creates to perform his assignment more effectively for the benefit of the students, including (but not limited to): syllabi, lectures, student exercises, illustrations, recordings, multimedia programs and tests. The Faculty member may use Instructional Materials in a traditional classroom or in any form of Distance Education. These Proprietary Instructional Materials may be created using the personal resources of the Faculty Member and/or resources provided by the District.

Section 6 . Intellectual Property

Faculty who develop intellectual property with District support (as defined in Section 1(d) above, including but not limited to electronically posted notes, lectures, audio or videotaped presentations, broadcasts, or multi-media or inter-active software, shall retain all ownership rights to and control of such material, except that the District shall retain the right to use property created with Substantial District Support (as defined in Section 1(d) above) for its own purposes without payment of royalties or other consideration, and the Faculty Member shall provide appropriate access to District personnel for faculty evaluation, program review and accreditation purposes “Works or Inventions for Hire,” as defined in Section 1(e) above shall remain the property of the district for all purposes.