

**Agenda**

Meeting: 10/01/2008 Regular Meeting  
Category: 0. Meeting Location  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content****AGENDA**

**Coast Community College District  
1370 Adams Avenue, Costa Mesa, CA 92626**

**Regular Meeting of the Board of Trustees**

**Date: October 1, 2008 5:00 p.m. (Closed Session) 6:30 p.m. (Regular Meeting)**

**Additional Administrative Content**

1. Procedural Matters
  - 1.01 Procedural Matters
  - 1.02 Call to Order
  - 1.03 Pledge of Allegiance
  - 1.04 Roll Call
  - 1.05 Public Comment (Closed Session)
  - 1.06 Adopt Agenda
  - 1.07 Approval of Minutes
  - 1.08 Closed Session
  - 1.09 Public Comment (Open Session)
  - 1.10 Acceptance of Retirements
  - 1.11 Public Hearing
2. General Information and Reports
  - 2.01 Reports
3. Consent Calendar
  - 3.01 Curriculum
  - 3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF
    - 3.02.01 Authorization for Student Trips - Coastline Community College
    - 3.02.02 Authorization for Student Trips - Golden West College
    - 3.02.03 Authorization for Student Trips - Orange Coast College
  - 3.03 GENERAL ITEMS
    - 3.03.01 Authorization for Special Projects - Coastline Community College
    - 3.03.02 Authorization for Special Projects - Golden West College
    - 3.03.03 Authorization for Special Projects - Orange Coast College
    - 3.03.04 Authorization to Apply for Funded Programs
    - 3.03.05 Authorization for Disposal of Surplus
    - 3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College
    - 3.03.08 Authorization for Clinical Contracts - Orange Coast College
    - 3.03.09 Authorization for Purchase of Institutional Memberships - Coastline Community College
    - 3.03.10 Authorization for Purchase of Institutional Memberships - Golden West College
    - 3.03.11 Authorization for Purchase of Institutional Memberships - Orange Coast College

- 3.03.13 Community Activities- Coastline Community College
- 3.03.14 Community Activities - Orange Coast College
- 3.03.15 Sailing Program - Orange Coast College
- 3.04 PERSONNEL ITEMS
- 3.05 ADDITIONAL PERSONNEL ITEMS
- 3.05.01 Authorization for Independent Contractors - Coastline Community College
- 3.05.02 Authorization for Independent Contractors - Golden West College
- 3.05.03 Authorization for Independent Contractors - Orange Coast College
- 3.06 FINANCIAL APPROVALS
- 3.06.01 Approval of Purchase Orders
- 3.06.02 Ratification/Approval of Checks
- 3.06.03 Check List for General Obligation Bond Fund
- 4. Action Items
  - 4.01 Authorization to Enter Agreements - Coastline Community College
  - 4.02 Authorization to Enter Agreements - Golden West College
  - 4.03 Authorization to Enter Agreements - Orange Coast College
  - 4.04 Authorization to Enter Agreement - District
  - 4.05 Buildings and Grounds
  - 4.06 Personnel Action Item
  - 4.07 General Items of Business - Orange Coast College
  - 4.08 General Items of Business - District
- 5. Continuation of General Information and Reports
  - 5.01 Reports Continued
  - 5.02 Additional Informative Discussion Topics
  - 5.03 Review of Buildings and Grounds Reports
  - 5.04 Review of Proposed Changes to Usage Fees and/or Equipment Policy 04-2-11
  - 5.05 Review of Quarterly Financial Status Report
- 6. Adjournment
  - Adjournment

**Action Agenda Details**

**Motion:**

Created on 09/12/2008 at 04:24 PM by CCCCAdvsys - Last update on 09/25/2008 by Jodi Rodriguez

1.01 Procedural Matters

Meeting: 10/01/2008 Regular Meeting  
Category: 1. Procedural Matters  
Agenda Type: Information  
Public Access: Yes

Agenda Item Content

**Procedural Matters**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment (Closed Session)

*The Board requests that the public speak on matters which are on this agenda at the time that the item is considered by the Board. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.*

5. Adopt Agenda
6. Approval of Minutes
  - a. Regular Meeting of August 6, 2008
  - b. Regular Meeting of August 20, 2008
7. Recess to Closed Session

*Conducted in Accordance with applicable sections of California law. Closed Sessions are not open to the public.*

The following item(s) will be discussed in Closed Session:

1. Conference with Labor Negotiator (pursuant to Section 54957.6)  
Agency Negotiator: Dr. Joseph Quarles, Vice Chancellor of Human Resources  
Employee Organization: Coast Community College Association/  
California Teachers Association - National Education  
Association (CCA/CTA-NEA)
8. Reconvene Regular Meeting

**1.09 Public Comment (Open Session)**

Meeting: 10/01/2008 Regular Meeting  
Category: 1. Procedural Matters  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

*At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Persons wishing to make comments are allowed five minutes per item. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Manager of Board Operations prior to speaking.*

*The Board requests that the public speak on matters which are on this agenda at the time that the item is considered by the Board. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.*

*It is the intention of the Coast Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the Manager of Board Operations at, (714) 438-4848, at least 48 hours prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.*

**Additional Administrative Content**

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**1.10 Acceptance of Retirements**

Meeting: 10/01/2008 Regular Meeting  
Category: 1. Procedural Matters  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

It is recommended that the following retirements of employees with 10 or more years of service to the District be accepted:

None

**Additional Administrative Content**

Created on 09/12/2008 at 04:24 PM by CCCDHR. Last update on 09/25/2008 by Jodi Rodriguez.

**1.11 Public Hearing**

Meeting: 10/01/2008 Regular Meeting  
Category: 1. Procedural Matters  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content****Official Public Hearing and Adoption of the 2008-2009 Budget for the Coast Community College District**

The open hearing on the 2008-2009 Budget for the Coast Community College District is now in session. Legal notice announcing the public inspection and public hearing had been published by the Orange County Superintendent of Schools as authorized by Title 5 of the California Code of Regulations, Section 58191.

**REVENUE ESTIMATES**

Estimated State revenue has been adjusted to reflect 0.68% COLA, 1.46% for 2007-2008 growth funds, and \$116 per FTE Unrestricted Lottery Revenue for 2008-2009. Local revenue reflects enrollment fees of \$20 per unit and interest earnings of \$1,250,000. All other revenues are budgeted based on estimates because of the late state budget. Revenue adjustments and additional one-time funds will be added to the budget when allocated to the District.

**APPROPRIATION CHANGES**

Appropriation changes reflect projections for expenditures in contract salaries including negotiated salary increases for all staff. The state COLA funds of \$1,164,000 have been put in a holding account for final salary adjustments. Staff health benefits for 2008-2009 are projected with a \$500 increase over the 2007-2008 budget at \$12,500 per employee. The PERS rate has been adjusted up slightly to 9.428%. Funds are provided for the 3% charge for future retiree health benefits, as well as one-time funds for the past service liability.

One time funds are provided for the board election (\$633,500), instructional equipment (\$500,000), capital outlay projects (\$600,000), new college program initiatives (\$750,000) common coarse numbering (\$120,000), career technology education (\$30,000), final incentive pay for summer 2008 (\$85,916) and the last year of project voyager implementation (660,000).

Each college is being provided a base allocation, fixed costs increases and \$3,391 per FTES in the budget model. Additional funds were provided to the colleges to maintain stability in funding.

**RESERVES**

The district has set aside a 7.5% reserve for contingency for 2008-2009 (\$16,750,000). The reserve is based on prior year's actual general fund expenses. The stabilization reserve (\$2 m) has also been preserved to maintain operations through fluctuations in FTES and the state economy. The Retirees Liability Fund has \$31 million set aside in the JPA Trust and district funds. The district is on target to mitigate its retiree health benefits liability based on the current actuarial study.

The Coast Community College District continues to balance the budget without depending on its year-end balances.

A summary of estimated revenue sources and appropriations is presented below. It is noted that 80.99% of all appropriations are staff related, i.e., salaries and benefits.

<u>REVENUE</u>			<u>APPROPRIATIONS</u>		
Federal	\$ 9,224,284	4.11%	Certificated Salaries	\$77,628,375	34.60%
State	97,598,941	43.50%	Classified Salaries	56,695,364	25.27%
Local	117,539,137	52.39%	Staff Benefits	47,392,010	21.12%
			Books, Supplies & Materials	5,592,822	2.49%
			Operating Expenses & Services	29,166,630	13.00%
			Capital Outlay	3,559,624	1.59%
			Financial Aid & Other Outgo	<u>4,327,537</u>	<u>1.93%</u>
	\$224,362,362	100.00%		\$224,362,362	100.00%
			Reserve for Contingency (UR)	16,750,000	
			Board Election	633,500	
			Instructional Equipment	500,000	
			Capital Outlay	600,000	
			New College Program Initiative	750,000	
			Common Course Numbering	120,000	
			Summer 2008 Incentive Pay	85,916	
			Career Technology Ed	30,000	
			Final Voyager Implementation	660,000	
			Reserve for Stability	2,000,000	
			Campus Beginning Balance	<u>1,471,664</u>	
Beg. Balance	<u>\$23,601,080</u>			<u>\$23,601,080</u>	
	\$247,963,442			\$247,963,442	

The Capital Outlay Fund, GO Bond Fund, Child Development Fund, Self-Insurance Fund, and the Non-Restricted Reimbursable Operations Fund are presented for consideration. All revenues in these funds are appropriated for specific purposes. The official budget includes special budgets for all auxiliary operations (bookstores, associated student body operations, and co-curricular funds).

It is recommended by the Chancellor that following the public hearing, when interested citizens may address the Board on the Budget, the hearing be closed and the Budget be adopted as presented for the 2008-2009 fiscal year.

It is further recommended that authorization be granted to the District Administration to file the Budget with the State Chancellor's Office with any minor adjustments as needed. (See Attachment #18)

Additional Administrative Content

**2.01 Reports**

Meeting: 10/01/2008 Regular Meeting  
Category: 2. General Information and Reports  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

1. Report from the Chancellor
2. Report from the Officers of Student Government Organizations
3. Reports from the Academic Senate Presidents

**Additional Administrative Content**

Created on 09/12/2008 at 04:24 PM by Jodi Rodriguez; Last update on 09/17/2008 by Jodi Rodriguez

3.01 Curriculum

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

Agenda Item Content



Curriculum.pdf

Additional Administrative Content

Created on 09/12/2008 at 04:25 PM by Raine Hambly. Last update on 09/16/2008 by Raine Hambly.

**1. Approval of Program/Option/Revisions/Retirements/Suspensions**Program/Option Revisions:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following programs/options revisions be approved for inclusion in the curriculum:

Orange Coast College

Effective Fall 2008

Costume Cutter/Draper (Certificate of Achievement)

Units: Increase total program units from 36 to 37.5

World Dance (Certificate of Achievement)

Units: Decrease total program units from 35-45.5 to 30.5-42.5

Medical Assisting - Clinical (Certificate of Achievement)

Units: Decrease total program units from 19-22.0 to 19-19.5

**3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**



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**Additional Administrative Content**

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## **a. Authorization for Attendance at Meetings and/or Conferences**

### **(1) Meetings for the Board of Trustees**

WALTER G HOWALD, Board Member (CCCD), to attend the Community College League of California, November 20-22, 2008, Anaheim, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$475, to be paid from District Conference Funds.

### **(2) Meetings for Faculty and Staff**

ROGER W ABERNATHY, Dean (OCC), to attend the Workshop on Applied Math in Honor of Joseph Keller, October 18 - 19, 2008, Stanford, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$75, travel by Air Coach, rental car and insurance, to be paid from CDMA Professional Development funds.

CRISTINA M ARELLANO, EOPS/CARE Outreach Tech (CCC), to attend the True Colors Career Development Certification with Carolyn Kalil, November 5-6, 2008, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$625, to be paid from Cooperative Agencies Resources for Education funds, Extended Opportunity Programs and Services funds.

CRISTINA M ARELLANO, EOPS/CARE Outreach Tech (CCC), to attend the 11th Annual Regional VIII Student Conference, November 14, 2008, Buena Park, CA, without loss of salary, with reimbursement for allowable expenses of \$90, including a registration fee of \$75, to be paid from Cooperative Agencies Resources for Education funds.

PATRICIA G ARLINGTON, Instr/Coord (CCC), to attend the New Mexico Higher Education Assessment and Retention Conference, February 13 - March 1, 2009, Albuquerque, NM, without loss of salary, with reimbursement for allowable expenses of \$685, including a registration fee of \$150, travel by Air Coach, to be paid from PDI Conference & Workshops, General Funds Institutional Research funds. Trip includes 7 vacation days.

WILLIAM B AVERY, Dir Of Marine Prgms (OCC), to attend the Fort Lauderdale Boat Show, October 29 - November 3, 2008, Fort Lauderdale, FL, without loss of salary, with reimbursement for allowable expenses of \$2,425, including a registration fee of \$50, travel by Air Coach, rental car and insurance, to be paid from Sailing Center.

CHERYL L BABLER, Vice President (CCC), to attend the Community College League of California 2008 Annual Convention and Partner Conference, November 20, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from College funds.

MICHAEL J BARE, Dir Of Coll Bkstore (CCC), to attend the National Association of College Stores Board Meeting, November 6-8, 2008, Oberline, OH, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

LAURA C BEHR, Instructor (OCC), to attend the 2008 Commission on Athletics Fall Conference, October 16-17, 2008, Burlingame, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from PE & Athletics Division Budget funds.



LAURA C BEHR, Instructor (OCC), to attend the American College of Sports Medicine Annual Conference, May 26 - 31, 2009, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$110, travel by Air Coach, to be paid from Academic Senate PDI Full Time funds.

LAURA C BEHR, Instructor (OCC), to attend the Western Intercollegiate Rowing Association Coaches Meeting, October 4-5, 2008, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$400, including travel by Air Coach, to be paid from Athletics Women's Crew Ancillary funds.

MARY J BELCHER, Instructor (OCC), to attend the California Early Childhood Mentor Coordinator Fall Conference, October 2 - 3, 2008, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

BRYCE A BENES, Cook (OCC), to attend the International Culinary Olympics, October 17 - 30, 2008, Erfurt & Florence, Germany & Italy without loss of salary, with reimbursement for allowable expenses of \$3,500, including a registration fee of \$3,350, travel by Air Coach, to be paid from Instructional Food Service Foundation Funds, Classified Professional Development funds.

MELISSA R BERTA, Instructor (OCC), to attend the Symposium on Title III and Title V, November 3 - 6, 2008, Denver, CO, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$425, travel by Air Coach, to be paid from Title III Grant funds.

JAMIE M BLAIR, Instructor (OCC), to attend the Math Workshop, October 2 - 4, 2008, Austin, TX, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

ROBIN A BOYLE, Mil/Cont Ed Tech Int (CCC), to attend the Coast Guard Integrated Support Command, October 15, 2008, San Pedro, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Contract Education Auxiliary funds.

ROBIN A BOYLE, Mil/Cont Ed Tech Int (CCC), to attend the Coast Guard Sector, October 7, 2008, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$150, to be paid from Contract Education Auxiliary funds.

WES BRYAN, President (GWC), to attend the Network of California Community Colleges Foundation Conference, October 15, 2008, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$400, to be paid from College conference funds.

WES BRYAN, President (GWC), to attend the Community College League of California Annual Convention, November 20, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$225, including a registration fee of \$175, to be paid from college conference funds.

KRISTIN L CLARK, Administrative Dean (OCC), to attend the 2008 Annual Convention & Partner Conferences - California Community Colleges Matriculation Professionals Association, November 20 - 21, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$435, including a registration fee of \$395, to be paid from Matriculation funds.

LOUISE B COMER, Dir Of Fiscal Svcs (GWC), to attend the 3CBG Banner Users Group Training, October 6-8, 2008, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$225, including a registration fee of \$225, to be paid from General funds.

LYNN M DAHNKE, Telecrs Marketng Dir (CCC), to attend the Five Consecutive Meetings/Conferences: Texas Consortium Annual Fall Meeting; Austin Community College Visit; Dallas TeleLearning Meeting; Tarrant County College Visit; North Carolina Community College Conference, October 6-14, 2008, Dallas, Austin, Ft. Worth, TX; Raleigh, NC, without loss of salary, with reimbursement for allowable expenses of \$1,950, including travel by Air Coach, rental car and insurance, to be paid from ISD Ancillary Marketing funds.

LYNN M DAHNKE, Telecrs Marketng Dir (CCC), to attend the Music Association of California Community Colleges, November 20-21, 2008, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from ISD Ancillary Marketing funds.

ROBERT V DEES, President (OCC), to attend the Western Association of Schools & Colleges Retreat on Student Learning & Assessment - Level II, October 16 - 18, 2008, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$545, including a registration fee of \$475, to be paid from President's Discretionary funds.

RUTH E DILLS, Instructor (CCC), to attend the 11th Annual Regional VIII Student Conference, November 14, 2008, Buena Park, CA, without loss of salary, with reimbursement for allowable expenses of \$90, including a registration fee of \$75, to be paid from Cooperative Agencies Resources for Education funds.

BETTY L DISNEY, Dean (CCC), to attend the California Early College High School Workshop, October 24-25, 2008, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

SHALAMON A DUKE, Dean (CCC), to attend the Umoja IV Conference, October 12-14, 2008, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$150, to be paid from Matriculation Counseling funds.

WILLIAM L GALVERY, Instructor (OCC), to attend the FABTECH and American Welding Society Show, October 5-8, 2008, Las Vegas, NV, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

ALBERT M GASPARIAN, Dean (GWC), to attend the 2008 Commission on Athletics Fall Conference, October 14-17, 2008, Burlingame, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

JILL GONZALES, Staff Asst Sr (CCCD), to attend the Community College Facility Coalition 15th Annual Conference, Planning and Building: Smarter and Greener, November 4-6, 2008, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$215, travel by Air Coach, to be paid from Facilities CFCE Conferences.

ASHLEY B GRAVES, Mil/Cont Ed Tech Int (CCC), to attend the Coast Guard Sector, October 7, 2008, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$150, to be paid from Contract Education Auxiliary funds.

VALERIE J HAYWARD, Instructor (OCC), to attend the American Mathematical Association of Two-Year Colleges 34th Annual Conference, November 19 - 23, 2008, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$335, travel by Air Coach, to be paid from Academic Senate PDI funds.

JOHN A KNOX, Instructor (OCC), to attend the 2008 Commission on Athletics Fall Conference, October 16-17, 2008, Burlingame, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from PE & Athletics Division Budget funds.

RIKI W KUCHECK, Instructor (OCC), to attend the American Mathematical Association of Two-Year Colleges Annual Conference, November 19, 2008, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$435, travel by Air Coach, to be paid from Academic Senate PDI funds.

JUDITH L LAGERLOF, Staff Asst Sr (OCC), to attend the 2008 Annual Convention and Partner Conference - California Community Colleges Matriculation Professional Association, November 20 - 21, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$395, including a registration fee of \$395, to be paid from Matriculation funds.

MARY L LAMANTIA, Instructor (GWC), to attend the The American Society for Cell Biology Annual Meeting, December 14-16, 2008, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$185, travel by Air Coach, to be paid from IPD funds.

JEANETTE M LEE, Graphic Designer (CCC), to attend the 5D: The Future of Immersive Design, October 4-5, 2008, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$200, including a registration fee of \$105, to be paid from Graphics and Publications funds.

JANELLE G LEIGHTON, Supv, Intntl Student (GWC), to attend the Association of International Educators Regional Conference, November 9-15, 2008, Honolulu, HI, without loss of salary, with reimbursement for allowable expenses of \$2,900, including a registration fee of \$299, travel by Air Coach, to be paid from International Student Program funds.

YEN K LUONG, Financial Aid Spclst (OCC), to attend the California Association of Student Financial Aide Administrators 1040 Tax Workshop, October 27, 2008, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$230, including a registration fee of \$75, to be paid from Categorical funds.

ANTHONY MACIEL, Dir Tech Supprt Svc (GWC), to attend the Association of Chief Business Officials Training, November 12-14, 2008, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$716, including travel by Air Coach, to be paid from Auxiliary funds.

ANTHONY MACIEL, Dir Tech Supprt Svc (GWC), to attend the Association of Chief Business Officials Training, February 11-13, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$716, including travel by Air Coach, to be paid from Auxiliary funds.

ANTHONY MACIEL, Dir Tech Supprt Svc (GWC), to attend the Association of Chief Business Officials Training, April 1-3, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$716, including travel by Air Coach, to be paid from Auxiliary funds.

SHAWN A MANN, Mgr Mil Prg Outreach (CCC), to attend the Council on Military Education in South Carolina, November 4-7, 2008, North Charleston, SC, without loss of salary, with reimbursement for allowable expenses of \$1,400, including travel by Air Coach, to be paid from Contract Education funds.

CARLA R MARTINEZ, Student Serv Coord (OCC), to attend the Fall 2008 Student Senate General Assembly, October 24 - 28, 2008, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$195, travel by Air Coach, to be paid from ASOCC Ancillary funds.

JOUMANA H MCGOWAN, Dean (CCC), to attend the Fall 2008 California Community College Association for Occupational Education, October 21-24, 2008, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,210, including a registration fee of \$295, to be paid from Vocational And Technical Education Act (VTEA) funds.

LARRY M MOORE, Hourly Instructor (OCC), to attend the Western Intercollegiate Rowing Association Coaches Meeting, October 5, 2008, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Athletics Men Crew Ancillary funds.

MELISSA M MOSER, Dir Financial Aid (OCC), to attend the California Community College Student Financial Aid Administrators Association Annual Conference, December 5 - 7, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$250, including a registration fee of \$250, to be paid from Financial Aid Ccategorical funds.

KATHRYN L MUELLER, Dean (OCC), to attend the National Association of Student Personnel Administrators 2009 National Conference, March 6 - 11, 2009, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$2,300, including a registration fee of \$390, travel by Air Coach, to be paid from ASOCC Dean's Discretionary, CDMA funds.

VINCENT V NGO, Financial Aid Spc Sr (OCC), to attend the California Community Colleges Student Financial Aid Administrators Association, December 5 - 7, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$470, including a registration fee of \$250, to be paid from Financial Aid Categorical funds.

AILENE B NGUYEN, Counselor (CCC), to attend the Counselor Day at Cal Poly Pomona, October 2, 2008, Pomona, CA, without loss of salary, with reimbursement for allowable expenses of \$65, including a registration fee of \$30, to be paid from Matriculation Counseling funds.

CHRISTINA D NGUYEN, Counselor (CCC), to attend the 11th Annual Regional VIII Student Conference, November 14, 2008, Buena Park, CA, without loss of salary, with reimbursement for allowable expenses of \$90, including a registration fee of \$75, to be paid from Cooperative Agencies Resources for Education funds.

CHRISTINA D NGUYEN, Counselor (CCC), to attend the Counselor Day at Cal Poly Pomona, October 2, 2008, Pomona, CA, without loss of salary, with reimbursement for allowable expenses of \$65, including a registration fee of \$30, to be paid from EOPS funds.

NGOC DIEP T NGUYEN, Financial Aid Spclst (OCC), to attend the California Association of Student Financial Aid Administrators 1040 Tax Workshops, October 27, 2008, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$230, including a registration fee of \$75, to be paid from Categorical funds.

TRI D NGUYEN, Counselor (GWC), to attend the Annual Community College Counselors Day, October 16, 2008, Carson, CA, without loss of salary, with reimbursement for allowable expenses of \$26, to be paid from IPD funds.

CLYDE H PHILLIPS, Counselor (OCC), to attend the UMOJA IV Conference, October 12 - 14, 2008, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$350, to be paid from Basic Skills Professional Development funds.

ARDITH E RICHEY, Dir Facilities & Planning (CCCC), to attend the Community College Facility Coalition 15th Annual Conference, Planning and Building: Smarter and Greener, November 4-6, 2008, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$215, travel by Air Coach, rental car and insurance, to be paid from Facilities Management Conferences funds.

MARY M RODA, Publications Coord (OCC), to attend the 2008 Annual Public Service Workshop, October 8, 2008, Studio City, CA, without loss of salary, with reimbursement for allowable expenses of \$125, including a registration fee of \$40, to be paid from ASOCC Community Relations funds, Public Information Office Budget.

ROXANA C ROSS, Librarian (GWC), to attend the Alpha Gamma Sigma Fall Regional Conference, October 11, 2008, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$25, including a registration fee of \$25, to be paid from ASGWC funds.

HALE E SAVARD, Hourly Instructor (GWC), to attend the Diversity, Learning, and Inclusive Excellence Conference, October 16-18, 2008, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$515, including a registration fee of \$515, to be paid from IPD funds.

METTE H SEGERBLOM, Sailing Program Cord (OCC), to attend the United States Sailing Annual General Meeting, October 16 - 18, 2008, St. Petersburg, FL, without loss of salary, with reimbursement for allowable expenses of \$1,218, including a registration fee of \$93, travel by Air Coach, to be paid from Sailing Center funds.

TINA C XA, Eop/S Technician (CCC), to attend the 11th Annual Regional VIII Student Conference, November 14, 2008, Buena Park, CA, without loss of salary, with reimbursement for allowable expenses of \$90, including a registration fee of \$75, to be paid from Cooperative Agencies Resources for Education funds.

KENNETH D YGLESIAS, Chancellor (CCCC), to attend the Community College League of California 2008 Annual Convention, November 20-22, 2008, Anaheim, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$475, to be paid from Chancellor's office funds.

LINDA K YORK, Counselor (GWC), to attend the National Association of Academic Advisors for Athletics Conference, Las Vegas, NV, October 15-19, 2008, without loss of salary, with reimbursement for allowable expenses of \$800 including a \$125 registration fee and travel by personal car in lieu of equivalent airfare to be paid from IPD funds.

**3.02.01 Authorization for Student Trips - Coastline Community College**

Meeting: 10/01/2008 Regular Meeting  
 Category: 3. Consent Calendar  
 Agenda Type:  
 Public Access: Yes

**Agenda Item Content**

Michelle Wild, Instructor/Special Programs and Services for the Disabled to accompany approximately six students (Ticket Number 81937) to California State University San Bernardino Assistive Computing Resource Center in San Bernardino on October 16, 2008. Students will use District transportation. A list of students will be on file in the Dean of Special Programs and Services for the Disabled's office prior to the trip.

Rebecca Metoyer, Instructor/Special Programs and Services for the Disabled and three instructional aides to accompany approximately 19 students (Ticket Number 81351) to various community sites during the Fall 2008 Semester, as listed below. Students will use their own transportation. A student roster will be on file with the Dean of Counseling and Student Services' office prior to departure.

October 8	Mesa Verde Library, Costa Mesa
October 29	Baja Fresh, Costa Mesa
November 19	Henry's Farmer's Market, Costa Mesa
December 3	Target, Costa Mesa

Diane Ryan, Instructor/Emeritus/Social Studies to accompany approximately 25 students (Ticket Number 82470) to the Irvine Museum in Irvine on October 2, 2008. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

Diane Ryan, Instructor/Emeritus/Social Studies to accompany approximately 25 students (Ticket Number 82487) to the Irvine Museum in Irvine on October 7, 2008. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

Karen Thayer, Instructor/Art to accompany approximately 45 students (Ticket Numbers 82967, 81616, 81068, 81122) to the American Museum of Ceramic Art in Pomona on October 13, 2008. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

Marvette Anderson, Instructors/Art to accompany approximately 45 students (Ticket Numbers 81525, 81141, 82750) to the Los Angeles County Museum in Los Angeles on October 16, 2008. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

Karen Thayer, Instructor/Art to accompany approximately 25 students (Ticket Number 81513) to the American Museum of Ceramic Art in Pomona on October 17, 2008. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

Beverly Rico, Instructor/Psychology to accompany approximately 40 students (Ticket Numbers 81847, 81492) to the Costa Mesa Fairgrounds in Costa Mesa on October 20, 2008. Students will use private vehicles. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

Jeanette Ellis, Instructor/Psychology to accompany approximately 50 students (Ticket Numbers 81823, 81818, 81819, 81820) to Tanaka Farms in Irvine on October 21, October 22, October 23 and October 24, 2008. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

Diane Ryan, Instructor/Emeritus/Social Studies to accompany approximately 45-50 students (Ticket Number 82487) to the Laguna Art Museum in Laguna Beach on November 18, 2008. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

Diane Ryan, Instructor/Emeritus/Social Studies to accompany approximately 25-30 students (Ticket Number 82470) to the Laguna Art Museum in Laguna Beach on November 20, 2008. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

Dora Escobar, Instructor/Early College High School to accompany approximately 70 students (Ticket Number K0321) to the University of Southern California in Los Angeles on November 21, 2008. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

Marvette Anderson, Instructor/Art to accompany approximately 45 students (Ticket Numbers 81141, 81525, 82750) to the Norton Simon Museum in Pasadena on November 25, 2008. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

Dora Escobar, Instructor/Early College High School to accompany approximately 70 students (Ticket Number K0321) to San Diego State University in San Diego on December 5, 2008. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.



Dora Escobar, Instructor/Early College High School to accompany approximately 70 students (Ticket Number K0321) to UC San Diego in San Diego on April 24, 2009. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

**Additional Administrative Content**

Created on 09/12/2008 at 04:24 PM by Laurie Swandell; Last update on 09/18/2008 by Joel Rodriguez

**3.02.02 Authorization for Student Trips - Golden West College**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type:  
Public Access: Yes

**Agenda Item Content**

**Women's Volleyball Team**

Revision to previous Board action of 7/16/08 to add Tim Johnson as an assistant coach

Roxana Ross and Candace Brenner, Alpha Gamma Sigma (AGS) Advisors, and 10 students to attend the AGS Fall Regional Conference, Long Beach City College, October 11, 2008, with reimbursement for the \$25 per person registration fee NTE \$300 to be paid from club funds. The list of participating students to be on file in the Student Activities office prior to departure.

**Additional Administrative Content**

Created On: 09/12/2008 at 04:24 PM by Dolores Harpale Last updated on 09/17/2008 by JoAnn Rodriguez

3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 10/01/2008 Regular Meeting  
 Category: 3. Consent Calendar  
 Agenda Type: Action (Consent)  
 Public Access: Yes

Agenda Item Content

Orange Coast College student editors enrolled in Journalism 115AD, the *Coast Report* newspaper class, to attend the Associated Collegiate Press's National College Media Convention October 29 through November 2, 2008, in Kansas City, MO. Air transportation expense NTE \$1,000; lodging for four nights NTE \$1,500 to be paid from ASOCC funds. Cathy Werblin, Associate Professor of Communications, will accompany the students, and a list of participants will be on file in the President's Office prior to departure.

Orange Coast College Associated Students/Student Government to attend the Fall 2008 Student Senate General Assembly in San Jose, CA on October 24-26, 2008. Expenses NTE \$6,500 to be paid from ASOCC funds. An advisor will be present at the conference.

Orange Coast College students to participate in a whale watch cruise aboard M/V Ocean Adventure, Dana Point, CA on October 12, 2008. Transportation by bus. Dennis Kelly, Instructor of Marine Science, will be present. A list of participants will be on file in the President's Office prior to departure.

Orange Coast College students to participate in a field trip to study the geology of the eastern Mojave Desert and Colorado Plateau, Grand Canyon, AZ on October 23-26, 2008. Transportation by van. Erik Bender and Jay Yett, Instructors of Geology, will be present. A list of participants will be on file in the President's Office prior to departure.

Orange Coast College students to participate in a research cruise in Long Beach Marine Institute, Long Beach, CA on November 6 and November 18, 2008. Transportation by bus. Karen Baker, Instructor of Marine Science, will be present. A list of participants will be on file in the President's Office prior to departure.

Orange Coast College students to participate in a tour of a Sanitation District in Fountain Valley, CA on November 20, 2008. Transportation by bus. Karen Baker, Instructor of Marine Science, will be present. A list of participants will be on file in the President's Office prior to departure.

Orange Coast College students to participate in a field trip to Little Corona del Mar tide pools to observe intertidal organisms in Corona del Mar, CA on October 27, 2008. Transportation by private vehicles. Joan Backey, Instructor of Marine Science, will be present. A list of participants will be on file in the President's Office prior to departure.

Orange Coast College students to participate in a field trip to Laguna Beach tide pools to observe intertidal organisms in Laguna Beach, CA on November 3, 2008. Transportation by private vehicles. Joan Backey, Instructor of Marine Science, will be present. A list of participants will be on file in the President's Office prior to departure.

Orange Coast College students to participate in an oceanographic cruise in Long Beach Harbor, Long Beach, CA on November 17, 18, and 20, 2008. Transportation by bus. Joan Backey,

Instructor of Marine Science, will be present. A list of participants will be on file in the President's Office prior to departure.

Orange Coast College students to participate in an Analysis of Rocky Intertidal Organism Diversity at Cove State Park Beach Reef Point, Laguna Beach, Ca. on November 14-14, 2008. Transportation by bus. Marc Perkins, Instructor of Biology, will be present. A list of participants will be on file in the President's Office prior to departure.

Orange Coast College Speech Team to participate in the following trips during fiscal year 2008-2009. Courtney Anderson, Ben Lohman, Sherana Polk, Shawn O'Rourke, and Lucas Ochoa, Instructors in Speech, will accompany the students. Food expenses at team functions to be paid by ASOCC funds.

10/17/2008 California Double-Up Tournament Part I Azusa Pacific University  
11/11/2008 "It's Great to Be Free" Tournament Irvine Valley College  
11/18/2008 Speech Showcase Orange Coast College

Instructors to be paid appropriate salary rates, as applicable; transportation will be furnished by the District.

Orange Coast College Alpha Kappa Chapter of Alpha Gamma Sigma honor society to send up to 25 students to the 2008 AGS Southern Regional Conference on October 11, 2008, at Long Beach City College, Long Beach, CA. Transportation by District bus. An advisor will be present at all times. Expenses NTE \$600 to be paid from ASOCC funds.

**Additional Administrative Content**

Created on 09/12/2008 at 01:24 PM by Lynnette Minion. Last updated on 09/24/2008 by Joe R. Rouse.

3.03 GENERAL ITEMS

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

Agenda Item Content

Additional Administrative Content

Created on 09/12/2008 at 04:24 PM by Jodi Rodriguez. Last updated on 09/13/2008 by Jodi Rodriguez.

**3.03.01 Authorization for Special Projects - Coastline Community College**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

Project/Activity: Contract Education/Military Outreach Training Event and Reception  
Date: November 17, 18 and 19, 2008  
Department: Contract Education/Military Outreach  
Purpose: Training event for the site representatives  
Cost/purpose/funding source: NTE \$20,000/Contract Education funds

Project/Activity: Wine Tasting Fundraising Event  
Date: November 8, 2008  
Department: CCC Art Gallery's "Gallery Circle"  
Purpose: Fundraising event  
Cost/purpose/funding source: NTE \$1000/Art Gallery Circle Foundation funds

Project/Activity: Open Forum – Welcoming Back U.S. Ambassador to Vietnam  
Date: Friday, October 10, 2008  
Department: Coastline Community College, in cooperation with Congresswoman Loretta Sanchez, U.S. Representative District 47  
Purpose: Public Service Town Hall Informational Event  
Cost/purpose/funding source: No charge to the participants; no expense to the College or District.

Project/Activity: Coast Learning Systems hosts a Workshop including Lunch  
Date: October 12, 2008  
Department: ISD Marketing Department  
Purpose: Marketing event for curriculum decision makers of North Carolina Community College System  
Cost/purpose/funding source: NTE \$1000 (50% of total costs to be reimbursed by Dallas Telelearning); ISD ancillary funds

**Additional Administrative Content**

Created on 09/12/2008 at 04:24 PM by Laurie Swancutt. Last update on 09/24/2008 by Laurie Swancutt.

3.03.02 Authorization for Special Projects - Golden West College

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

Agenda Item Content

Project/Activity: Disabilities Awareness Month

Date: October, 2008

Department: ASGWC

Purpose: Awareness & sensitivity to the abilities/needs of people with disabilities

Cost/purpose/funding source: \$200 for food; ASGWC funds

Project/Activity: Visit to Getty Museum

Date: October 10, 2008

Department: ASGWC

Purpose: For faculty and staff from GWC and CCC to see Peruvian exhibit

Cost/purpose/funding source: No cost to the college

Project/Activity: AIDS Awareness Month

Date: December 2, 2008

Department: ASGWC

Purpose: Guest speakers to educate students about the effect of AIDS on society

Cost/purpose/funding source: \$200 for food; ASGWC funds

Project/Activity: Certified Nurse Assistant/NATAP Curriculum Revision Project

Date: October 2, 2008 – June 30, 2009 in various locations and conference calls

Department: Regional Health Occupations Resource Center (RHORC)

Purpose: To revise current NATAP curriculum for certified nurse assistants

Cost/purpose/funding source: \$25,000 for food, supplies, printing; RHORC trust funds & State funding

Project/Activity: YWCA Encore Free Mammogram Program for Low-Income Students & Community

Date: October 15, 2008; April 15, 2009

Department: Student Health Services

Purpose: To increase breast cancer screening availability

Cost/purpose/funding source: None; YWCA to handle publicity

Project/Activity: Preceptor Instructor Workshop

Date: October 28-29, 2008

Department: RHORC

Purpose: Provide workshops for approximately 30 nursing employees in Rancho Mirage

Cost/purpose/funding source: \$1,200 for food, supplies, printing; RHORC Trust funds

Project/Activity: 2008 President's Holiday Open House

Date: December 2, 2008

Department: President's Office

Purpose: Annual holiday activity for faculty and staff

Cost/purpose/funding source: \$2,000 for food, supplies, printing; Discretionary funds

Project/Activity: Lights, Camera, Action TV Production

Date: January 13, 2009

Department: Outreach

Purpose: High school outreach event

Cost/purpose/funding source: no cost to the college

Project/Activity: The Best Choice for You Birth Control Fair

Date: February 11, 2009

Department: Student Health Services

Purpose: Educate students about contraception options and abstinence

Cost/purpose/funding source: Student health fees

**Additional Administrative Content**

Created on 09/12/2008 at 04:24 PM by Dolores Harper. Last updated on 09/16/2008 by Don Rodriguez.



**3.03.03 Authorization for Special Projects - Orange Coast College**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

Project/Activity: Choral Concert Performance of Fountain Valley High School

Date: October 24, 2008

Department: Sponsored by OCC Music Department

Purpose: Outreach for recruitment of high school students

Cost/Purpose/Funding Source: No cost to the College

Project/Activity: Vocal Workshop/Festival of Elementary Choirs for Newport Mesa School District

Date: November 12, 2008

Department: Sponsored by OCC Music Department

Purpose: Outreach for recruitment

Cost/Purpose/Funding Source: No cost to the College

Project/Activity: Newport Mesa Unified School District High School Performing Arts Honors Night

Date: March 25, 2009

Department: Sponsored by OCC Music Department

Purpose: Outreach for recruitment

Cost/Purpose/Funding Source: No cost to the College

Project/Activity: Instrumental Elementary Workshop

Date: June 3, 2009

Department: Sponsored by OCC Music Department

Purpose: Outreach for recruitment

Cost/Purpose/Funding Source: No cost to the College.

Project/Activity: Invitational Choral Festival hosted by Fullerton College

Date: October 24, 2008

Department: OCC Music Department

Purpose: OCC Chamber Singers will perform

Cost/Purpose/Funding Source: No cost to the College

Project/Activity: 3<sup>rd</sup> Annual Photo Swap Meet

Date: October 4, 2008

Department: OCC Foundation and Photography Department

Purpose: Raise funds for Photo program

Cost/Purpose/Funding Source: NTE \$200 to be paid from event proceeds

Project/Activity: "Unique Art & Architecture Around the World" Aids Benefit

Date: November 14, 2008

Department: OCC Foundation and Visual and Performing Arts Department

Purpose: Fundraiser for scholarships and AIDS benefit

Cost/Purpose/Funding Source: \$500 to be paid by ticket sales proceeds

Project/Activity: Candidate Debate

Date: October 21, 2008

Department: OCC Social & Behavioral Sciences Division

Purpose: Debate between candidates for the local congressional district

Cost/Purpose/Funding Source: No cost to the college

Project/Activity: First Annual Health Fair

Date: November 18, 2008

Department: OCC Student Health Services

Purpose: Increase awareness, resources, careers, and partnership with the community

Cost/Purpose/Funding Source: No cost to the college

Project/Activity: Variety of Educational/Transfer Events

Date: 2008-2009 Fiscal Year

Department: OCC Puente Project

Purpose: Activities for students, faculty, and mentors

Cost/Purpose/Funding Source: Paid by the University of California Office of the President and/or ASOCC funds

Project/Activity: Host Orange County Asian Pacific Community Alliance (OCAPICA) and high school participants

Date: October 18, 2008

Department: OCC Extended Opportunity Programs and Services & Cooperative Agencies Resources for Education (EOPS & CARE)

Purpose: OCC staff to co-chair a workshop for college applications and personal statements test for 60 local high school students

Cost/Purpose/Funding Source: No cost to the college

Project/Activity: Variety of Activities and Entertainment

Date: 2008-2009 Fiscal Year

Department: OCC Vietnamese Student Association

Purpose: Activities and entertainment throughout the OCC campus

Cost/Purpose/Funding Source: All expenses to be paid by sponsoring club

Project/Activity: Accreditation Workshops

Date: 2008-2009 Fiscal Year

Department: President's Office

Purpose: Food for attendees at accreditation workshops

Cost/Purpose/Funding Source: NTE \$3,000 to be paid from accreditation funds

**Additional Administrative Content**

## 3.03.04 Authorization to Apply for Funded Programs

Meeting: 10/01/2008 Regular Meeting  
 Category: 3. Consent Calendar  
 Agenda Type: Information  
 Public Access: Yes

## Agenda Item Content

1. Orange Coast College has been awarded funding for the 2008-2009 California Community Colleges Chancellor's Office **"Career Development Statewide Advisory Committee"** Orange Coast College Career Education department will coordinate the activities of the Career Development Statewide Advisory Committee under Agreement Number 08-0384 from the California Community Colleges Chancellor's Office. The 2008-2009 committee activities include the coordination of three (3) advisory committee meetings. The advisory committee will serve to enhance the relevance of vocational and technical education instruction in new and emerging occupations, which demonstrate high growth and high wage potential. The committee will develop collaborative working relationships with the Academic Senate, the Vocational and Economic and Workforce Development Regional Consortia chairpersons, and the VTEA-funded Discipline/Industry Collaboratives.

**Fiscal Impact:** Orange Coast College has been awarded \$38,000 from July 1, 2008 through June 30, 2009. No matching funds required.

2. Orange Coast College has been awarded funding for the 2008-2009 California Community Colleges Chancellor's Office **"Family & Consumer Science Statewide Advisory Committee"** Orange Coast College Career Education department will coordinate the activities of the Family & Consumer Science Statewide Advisory Committee under Agreement Number 08-0380 from the California Community Colleges Chancellor's Office. The 2008-2009 committee activities include the coordination of four (4) advisory committee meetings, ongoing maintenance of the Family & Consumer Science website, and the revision and implementation of a marketing plan for Family & Consumer Sciences.

**Fiscal Impact:** Orange Coast College has been awarded \$38,000 from July 1, 2008 through June 30, 2009. No matching funds required.

3. Orange Coast College has been awarded funding for the 2008-2009 California Community Colleges Chancellor's Office **"Work-Based Learning Statewide Advisory Committee"** Orange Coast College Career Education department will coordinate the activities of the Work-Based Learning Statewide Advisory Committee under Agreement Number 08-0387 from the California Community Colleges Chancellor's Office. The 2008-2009 committee activities include the coordination of four (4) advisory committee meetings, recruit new members, support CalWorkplace.org website and listserv, develop new work-based learning, cooperative work experience and placement services to all community colleges.

**Fiscal Impact:** Orange Coast College has been awarded \$38,000 from July 1, 2008 through June 30, 2009. No matching funds required.

Orange Coast College has been awarded a contract from the Mt. San Antonio College Family and Consumer Sciences Discipline/Industry Collaborative Grant titled "**Industry Collaborative Family and Consumer Science**". The contract and funds are from a Discipline/Industry Collaborative for Family and Consumer Sciences grant received by Mt. San Antonio College. The contract agreement between Mt. San Antonio College and Orange Coast College will provide \$25,000 to the Career Education Department for the administration of the Flash newsletter and other graphic arts/promotional materials as needed and required by the grant activities.

**Fiscal Impact:** Orange Coast College has been awarded a total of \$25,000 from August 1, 2008 through June 30, 2009. No matching funds required.

**Additional Administrative Contents**

**Action Agenda Details**

**Motion:**

Created on 09/12/2008 at 04:25 PM by Rana Ramakrishna, last updated on 09/24/2008 by Jodi Rodriguez

**Draft Agenda Item**

**3.03.05 Authorization for Disposal of Surplus**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**



Surplus100108.pdf

**Additional Administrative Content**

Created on 09/12/2008 at 04:24 PM by CCCD Pursh; Last update on 09/27/2008 by CCCD Pursh

ORANGE COAST COLLEGE

ITEM	ASSET NO. (TAG NO.)	IDENTIFICATION		CONDITION OF EQUIPMENT
		MODEL NO.	SERIAL NO.	F=FAIR P=POOR I=IRREPARABLE
MONITOR	9045134	M781P	MX-0957VU-47801-11B-H18J	P
COMPUTER	9048277	MMP	95G4C01	P
FAX	9071026	1570MC	J87192330	P
SCANNER	9053116	C8510A	CN1AJ1EOSB	P
LAPTOP	9060377	Powerbook G4	W8546C4USX2	I
LAPTOP	9053078	I8100	G3XHC11	I
MONITOR	9016998	DX1595	MI33G5141895	I
PRINTER	9048330	P1210	VD8-007429	I
SCANNER	---	FB31ED	012A011973D1	I
PRINTER	9053233	C8932A	MY2261D2KN	I
MONITOR	---	EN775E	G6CE35A669004	P
MONITOR	---	1702	XC1116719	P
VCR	---	STR-241N	E002V0048F	I
VCR	---	CTR-030NC-2	51001327	I
VIDEO SWITCH	OCAV26-343	AD1474	118306	P
PRINTER	---	M5780	XAK94538	I
COMPUTER	2001084	---	F10490PR470	P
INTERFACE	9054192	Perkins Elmer	107278	I
TELEVISION	9040456	XM2710	615737	P
6 BOXES OF MISC ELECTRONICS	---	---	---	I
PLANER / JOINER	2000242	166-BD	92339	I

PLANER	2000180	FS-2-64	SP730-75	I
DISC SANDER	2000240	---	---	I
TABLE SAW	---	---	---	I
BOILER	---	---	---	I
FILE CABINETS (2)	---	---	---	P
DESKS (4)	---	---	---	P
PHYSIOGRAPH	2002629	Narcotrace 80	---	I
PHYSIOGRAPH	9040297	MK III S	---	I
PHYSIOGRAPH	2002617	MK III S	---	I
DESK	---	---	---	P
TABLE	---	---	---	P
CHAIR	---	---	---	P
CHAIR	---	---	---	P
CHAIR	---	---	---	P
FILE HOLDERS	---	---	---	P
COMPUTER	9046505	---	BDA11181172	P
COMPUTER	9046079	PP01L	---	P
MONITOR	9031794	---	---	P
COMPUTER	9053513	---	---	P
TELEVISION	9028654	MILA	---	P
TABLE TENNIS TABLE	9018257	---	---	I
TABLE TENNIS TABLE	9018256	---	---	I
TABLE TENNIS TABLE	9018260	---	---	I
TABLE TENNIS TABLE	9018261	---	---	I
COMPUTER	9047007	DV P4/1600sp	PM1AZK128555	P
COMPUTER	9047008	DV P4/1600sp	PM1AZK128556	P

COMPUTER	9053551	DV P4/1600sp	---	P
PRINTER	9053390	2600	SG22I2712T	I
FAX	9020093	1270	71017774	I
PRINTER	9046762	1280	CZYK075648	I
STORAGE AREA NETWORK	9047081	SC270GB4	K000699	I
STORAGE AREA NETWORK	9047080	SC270GB4	J000757	I
DVD RAM	---	LF-D211FW	11141643	P
DVD RAM	---	LF-D211FW	11141662	P
9GB HD	---	SD5-25N	AF5-8501-9N-R	P
KEYBOARD	---	---	---	P
CD PLAYER	9034064	PD-70	904718	I
CD PLAYER	9018216	SL-4700-KM	FB8922A018	I
CD PLAYER	---	PD-70mkII	706	P
LASERDISK PLAYER	---	CLD-S201	MI3941328-SA	I
SWITCHER BRAIN	2002178	KM-2500U	11450275	P
3/4" DECK	9057152	VO-5850	27875	I
VIDEO CAMERA	9057154	Autofocus	429530270	I
CAMERA	9040185	AG-180	H0HB00186	I
CAMERA	9034078	AG-170	J8HB00387	I
VIDEO CARD (3)	---	---	---	P
PRINTER	90533159	3400	---	I
HARD DRIVE	9057043	---	---	I
BATTERY PACKS (3)	---	MX7	---	I
COMPUTER	9025978	M5183	XA9172QQGGM	I
MONITOR	9024632	DX700T	MH81HA003150	I
LAPTOP	9022210	PA123OU	04796986-3	I



COMPUTER	9032172	M5343	QT944156E48	I
PRINTER	---	K10206	FBCC37934	I
FAX MACHINE	---	FAX770	U56348L9K0951	I
PRINTER	---	K10193	FDA47395	I
PRINTER	---	C2007A	3136J31CXT	I
PRINTER	9053867	C7297A	SG27B4105	I
DIGITAL VIDEO CAMCORDER	9047337	DM-GL1	2240200544	I
SLIDE PROJECTOR	9019504	3137	170939	I
SCANTRON	2002369	2100	E-1892OBP2	I
SCANTRON	9017558	2000	BC-02582	I
COMPUTER	9031183	---	99187	I
COMPUTER	9022801	---	---	I
COMPUTER	9022799	---	---	I
BOX OF KEYBOARDS, MICE, POWER CABLES, SPEAKERS, VIDEO CARDS, HARD DRIVES	---	---	---	P
DENTAL X-RAY UNIT	9047757	GE	133885/06642	I
DENTAL X-RAY TUBEHEAD	9034737	GE	---	I
DENTAL X-RAY TUBEHEAD	9034736	GE	---	I
COMPUTER	9071807	---	---	I
MONITOR	9012652	---	---	I
TYPEWRITER	6913	Brother	---	P
TYPEWRITER	9023397	IBM	---	P
TYPEWRITER	1002014	IBM	---	P
MONITOR	9056575	Compaq	---	P
CHANGE COUNTER	2002218	---	---	P

CHAIRS (10)	---	---	---	P
FILE CABINET	---	---	---	P
DESK	---	---	---	P
CHAIR	---	---	---	P
CHAIR	---	---	---	P

**3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

**ASTRONOMY: OBSERVATIONS & THEORIES**  
Iowa Public Television (IA)

**CHILD DEVELOPMENT: STEPPING STONES**  
Lake Michigan College (MI)

**CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD**  
Nicolet Area Technical College (WI)

**DOLLARS & SENSE: PERSONAL FINANCE FOR 21ST CENTURY**  
City Colleges of Chicago (IL)

**FACES OF CULTURE – REVISED**  
Oregon Community College Distance Learning (OR)

**HUMANITIES THROUGH THE ARTS**  
Oregon Community College Distance Learning (OR)

**INTERMEDIATE ALGEBRA: MODELING THE WORLD**  
Los Angeles Mission College (CA)

**MASTERING THE COLLEGE EXPERIENCE**  
Iowa Public Television (IA)

**MEDIA WAVES: AN INTRODUCTION TO MASS COMMUNICATION**  
Sacramento City College (CA)

**THE PHOTOGRAPHIC VISION**  
Oregon Community College Distance Learning (OR)

**PSYCHOLOGY: THE HUMAN EXPERIENCE**  
Oregon Community College Distance Learning (OR)  
Sacramento City College (CA)

**Fiscal Impact:** No direct cost to the District. Projected revenue unknown, depending on utilization of the telecourses by the lessees and number of students enrolled in the courses.

**Additional Administrative Content**

**3.03.08 Authorization for Clinical Contracts - Orange Coast College**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

After review by legal counsel, Rutan & Tucker, the College President, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum. (Non-standard agreements are attached to each Trustee's Agenda.)

NEW

Doctor's Ambulance Services  
Laguna Hills, CA

Standard Clinical Affiliation Agreement

Huntington Hospital  
Pasadena, CA

Standard Clinical Affiliation Agreement

**Fiscal Impact:** Students are required to obtain personal liability insurance during enrollment in an Allied Health program. The District shall provide professional liability insurance and Worker's Compensation insurance for each student participating in approved clinical rotations (For field experience agreements, the District provides only Worker's Compensation insurance.) These District provided insurance coverages are in effect while the student is on-site at facility. The District realizes savings by utilizing off-campus clinical and field experience training facilities.

**Additional Administrative Content**

Created on 09/12/2008 at 04:24 PM by Lynnette Minion. Last updated on 09/17/2008 by Jodi Rodriguez.

**3.03.09 Authorization for Purchase of Institutional Memberships - Coastline Community College**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

**RENEWAL**

California Association of Community College Registrars and Admissions Officers (CACCRAO) - July 1, 2008 — June 30, 2009 - \$200

Membership provides Registrars and Admissions Officers with access to conferences and other professional development opportunities. This association provides information on professional issues common to its members, including relevant periodic training and emphasis on practical strategies and creative approaches to issues in admissions and records. Membership to be paid from College funds.

Council for Higher Education Accreditation (CHEA) – July 1, 2008 — June 1, 2009 - \$501

Membership is required in this national coordinating and oversight organization for accreditation. Membership fee to be paid from College funds.

**Additional Administrative Content**

Created on 09/12/2008 at 04:21 PM by Launa Swancutt. Last updated on 09/24/2008 by Jodi Reddore.

**3.03.10 Authorization for Purchase of Institutional Memberships - Golden West College**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

**RENEWAL**

Honors Transfer Council of California – July 1, 2008 – June 30, 2009 - \$90

Membership is helpful to maintain relationships with the UC system and participate in Honors Program activities

**Additional Administrative Content**

Created on 09/22/2008 at 04:24 PM by Dolores Harper. Last update on 09/24/2008 by Jodi Rodriguez.

**3.03.11 Authorization for Purchase of Institutional Memberships - Orange Coast College**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

**RENEWAL**

Association of Collegiate Business Schools and Programs (ACBSP) - July 1, 2008 - June 30, 2009 - \$1,250

Membership is the first step in pursuing specialized business program accreditation with ACBSP; provides benefits to business faculty and staff, improves program planning/review, allows access to nationwide resources, and provides a network for outcome assessments.

2008-2009 California Association of Community College Registrars and Admissions Officers – July 1, 2008 – June 30, 2009 - \$200

Membership provides a means to obtain current information on procedures, policies, and records pertinent to Admissions & Records.

California Community Colleges Chief Student Services Officers – July 1, 2008 – June 30, 2009 - \$300

This is a statewide association of Chief Student Services Officers for the California Community Colleges which meets throughout the year to discuss issues affecting the California community colleges.

**Additional Administrative Contents**

Created on 09/12/2008 at 04:24 PM by Lynnette Minton. Last update on 09/24/2008 by Nodi Rodriguez.

**3.03.13 Community Activities - Coastline Community College**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

It is recommended that authorization be given for the Coastline Community College Contract Education Department to offer the following community activities, seminars, workshops, lecture series and/or cultural events and for appointment of lecturers and presenters as indicated at Coastline Community College. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign any applicable agreements.

The following not-for-credit programs will be offered from September 18, 2008 — June 30, 2009. Payment to the presenters will be based on a negotiated fixed rate (F) or percentage of income based on course enrollment (P).

**INDEPENDENT CONTRACTOR**

TAI CHI WORKSHOP, September 20 and 21, 2008. Presenter: Master Zifang Su (P). Workshop will be held at the Le-Jao Center. Participant fees shall be either \$20 or \$45 per workshop activity.

**Additional Administrative Content**

Created on 09/26/2008 at 11:01 AM by Laurie Swanson. Last update on 09/25/2008 by Joar Rodriguez.



**3.03.14 Community Activities - Orange Coast College**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of October 2, 2008 – June 30, 2009. Payment to the presenter will be based on a negotiated fixed rate (F) or percentage of income based on course enrollment (P).

REVISION TO PREVIOUS BOARD ACTION

PROFESSIONAL EXPERTS

SPECIAL EVENTS

Project/Activity: Large Group Facility Course Assistant Luncheon Meeting

Date: Fall, 2008 semester

Department: Extended Education

Purpose: Host a Large Group Facility Course Assistant Luncheon meeting.

Cost/Purpose/Funding Source: Expenses for food and beverages to be paid from OCC Extended Education funds.

Project/Activity: Alcohol and Drug Awareness Meeting

Date: Fall, 2008 semester

Department: Extended Education

Purpose: Host a meeting with the staff of the Alcohol and Drug Awareness program.

Cost/Purpose/Funding Source: Expenses for food and beverages to be paid from OCC Extended Education funds.

**Additional Administrative Content**

Created on 09/12/2008 at 04:24 PM by Lyndanne Minton. Last update on 09/24/2008 by Joaquin Rodriguez.

**3.03.15 Sailing Program - Orange Coast College**

Meeting: 10/01/2008 Regular Meeting  
 Category: 3. Consent Calendar  
 Agenda Type: Action (Consent)  
 Public Access: Yes

**Agenda Item Content**

The following non-credit classes will be offered by the Marine Programs Office during the period of October 1, 2008 – September 30, 2009. The presenters will be paid at a fixed rate or percentage of income based on actual enrollment. Instructor fees will be charged against individual ticket budget numbers and paid from Sailing Center funds. (P)=percentage and (F) =flat rate.

**PROFESSIONAL EXPERTS**

ALASKA EAGLE 2009 OFFSHORE VOYAGES; Fee \$1495 TO \$3995, 5 to 21 days

Spring 1 – March 8-14, 2009 - Newport Beach, CA to Cabo San Lucas, Mexico; \$1695  
 Spring 2 – March 17-25, 2009 - Cabo San Lucas, Mexico to Newport Beach, CA; \$1495  
 Spring 3 – April 2009 - San Francisco, CA to Newport Beach, CA; \$1495  
 Leg 1 – June 29-July 12, 2009 - Newport Bch, CA–Honolulu, HI (Transpac Race); \$3995  
 Leg 2 – July 15-Aug 2, 2000 – Honolulu, HI – Victoria, Canada; \$3395  
 Leg 3 – August 5-16, 2009 – Pacific Northwest Adventure (Women's Trip); \$2295

PRESENTERS: Robert Donald Bosis, Jr, Richard Crowe, Sheri Crowe, Diane K. De Witte, Debora Camille Dunne, Julie Larie Evans, Kurt Holland, Marc Alan Hughston, Brian Michael Kfoury, Vito J. Macchia, Marcus MacKenzie, Robert Profeta, Karen Prioleau, Paul Prioleau, Kirk Schuler, Ernie Schultz, Holly Scott, Scott Hilton Smith, Chris McNally, David Tatum, Robin Clark, Zuzana Prochazka, Jerome Carman, Scott Culver, Barbara Marrett, Peggy McClure, Pandora Nash-Karner, Bruce W. Tice, Robert White Sheila McCurdy, Robin Clark, William Pink(F)

Skippers at \$240-\$350, Mates at \$100-\$200, and cooks at \$75-\$150 per day. All transportation costs and meals for all approved staff to be paid for by the Sailing Center at no cost to the District (F)

**REVISIONS TO PREVIOUS BOARD ACTION:****BAREBOAT CRUISING COURSES**

US SAILING BAREBOAT CRUISING CERTIFICATION COURSE, Fee \$805.00, 5 days.

NORTHERN CHANNEL ISLAND CRUISING; Fee \$750, 5 days

SANTA BARBARA ISLAND CRUISE; Fee \$ 575, 3 days

ANCHORING & NAVIGATION WEEKEND CRUISE TO CATALINA; Fee \$475, 3 days

Courses to be taught aboard OCC cruising boats including, but not limited to, Catalina 42 "Betty", Ma Kai, and Blue Fin. Most meals included in registration fees.

ADD PRESENTER: John Fellner(F)

Skippers at \$240-\$350, Mates at \$100-\$200, and cooks at \$60-\$120 per day. All transportation costs for all approved staff to be paid for by the Sailing Center at no cost to the District (F)

#### NAVIGATION COURSES

COASTAL NAVIGATION I, Fee \$155, 21 hours.

COASTAL NAVIGATION II, Fee \$125, 18 hours.

US SAILING COASTAL NAVIGATION CERTIFICATION COURSE, Fee: \$250.00, 18 hours

ADD PPRESENTER: Jess Lawson (F)

#### **1. Authorization to Enter Into a Room Rental Agreement between the Coast Community College District (Orange Coast College) and Newport Seabase for the Purpose of Providing Classroom Space for the U.S. Coast Guard Captain's Licensing Course from October 13, 2008, through November 18, 2008**

After review by the college president and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a room rental agreement between Coast Community College (Orange Coast College) and Newport Seabase for the purpose of providing classroom space for the U.S. Coast Guard Captain's Licensing course from October 13, 2008, through November 18, 2008. (A copy of the agreement is attached. See Attachment #7)

It is further recommended that the college President be authorized to sign the agreement.

**Fiscal Impact:** The rental fee of \$1100.00 to be paid from Sailing Center Funds at no cost to the District.



Newport Seabase Room Rental Agreement.pdf

**Additional Administrative Content**

Created on 09/22/2008 at 04:25 PM By Lynnette Minton; Last update on 09/24/2008 by Jodi Rodriguez

3.04 PERSONNEL ITEMS

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

Agenda Item Content



Personnel.pdf

Additional Administrative Content

Created on 09/12/2008 at 04:24 PM by CCCD HR. Last update on 09/24/2008 by CCCD HR.

**3.04 PERSONNEL ITEMS****1. Authorization for Special Assignments**

It is recommended that authorization be given for the following special assignments grouped by operation cost center. Board approved, contractual special pay rates listed below by pay type as follows: LOV = Librarian Overload, OVR = Overload, MTM = Full Time Instructional Misc. Teaching Rate, MTH = Part Time Misc. Teaching Rate, IUM = Full Time Instructional Unit Assistant, IUH = Part Time Instructional Unit Assistant, EXM = Full Time Extra Pay, EXH = Part Time Extra Pay, UNT = Part Time Unit Regular, PDM = Full Time Per Diem, PDH = Part Time Per Diem, INM = Full Time Intersession, INH = Part Time Intersession, SMM = Full Time Summer, SMH = Part Time Summer, ACS = Academic Senate.

**Coastline College:****CONTRACT EDUCATION**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Warner, Michael	06/09/2008	08/31/2008	EXM	\$7,500.00

Context Review/Curriculum Development for online IT Certification Programs for Contract Education.

**ONLINE COURSE**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Vayo, Sunshine	07/01/2008	07/20/2008	EXH	\$28.85

Created new Micro Economics and Macro Economics online course. NTE 34 hours.

**TEACH3**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Yaron, Sharon	08/25/2008	12/30/2008	EXH	\$1,628.40

Coordination of the Teach3 Program for Fall, 2008. NTE 283 hours.

**FAIRVIEW CURRICULUM**

The following part-time instructors assisted in updating Fairview curriculum.

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Calcanas, Christina	08/01/2008	08/24/2008	EXH	\$28.85
Pecoraro, Michaelene	08/01/2008	08/24/2008	EXH	\$28.85

**CURRICULUM COMMITTEE**

The following part-time instructors serving as members of the Curriculum Committee:

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Ardolino, Maureen	08/25/2008	12/14/2008	EXH	\$28.85
Boehler, Connie	08/25/2008	12/14/2008	EXH	\$28.85
Chapman, Cheryl	08/25/2008	12/14/2008	EXH	\$28.85
Covert, Robert	08/25/2008	12/14/2008	EXH	\$28.85
Shiring, Richard	08/25/2008	12/14/2008	EXH	\$28.85
Strauss-Thacker, E.	08/25/2008	12/14/2008	EXH	\$28.85
Torrini, Lynn	08/25/2008	12/14/2008	EXH	\$28.85
Watson, Katherine	08/25/2008	12/14/2008	EXH	\$28.85
Whitson, Stephen	08/25/2008	12/14/2008	EXH	\$28.85

**COURSE DEVELOPMENT**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Cratty, William	09/01/2008	09/30/2008	EXH	\$250.00

Stipend for course development for new Music 105 online course for Military programs.

Diaz-Brown, William	09/01/2008	09/30/2008	EXH	\$500.00
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Stipend for course development for new History 125 online course for Military programs.

Leighton, Kenneth	09/01/2008	09/30/2008	EXM	\$500.00
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Stipend for course development for new English 146 online course for Military programs.

The following CCC Administrators, Full Time and Part Time Instructors providing instructional opportunities for Navy Onshore, GoArmy Ed Ta, E-ArmyU, PDA, Coast Guard Afloat and NCPACE for Military Contract Education during Fall semester.

**Administrator**

Boehler, Ted

**Full Time Instructors**

Feldon, Fred

Johnson, Daniel

Lee, Lisa

Leighton, Kenneth

Marcus, Ted

Secord, Debra

Shelley, Karen

Warner, Michael

Warwick, Randall

**Part Time Instructors**

Barnes, Ralph

Basford, Sean

Behr, George

Boehler, Connie

Candelaria, Patricia

Carlucci, Michael

Cherian, Jennifer

Cooper, David

Cratty, William

Curtis, Michael

DeWitt, Stanley

Diaz-Brown, William

Eber, Lorie

Forbes, Junko

Freeman, William

Go, Marianne

Godfrey, Donald

Gordon, Kimberly

Hart, John

Henry, Charles

Hogan, Mikel

Kabaji, Noha

Khan, Mahbubur

Mann, Claire  
 Menzing, Todd  
 Nguyen, Kelly  
 Ondracek, Theodore  
 Phillips, John  
 Quast, Gerald  
 Richter, Otto  
 Rogoff, Meri  
 Ruhle, James  
 Sampson, Kevin  
 Schindelbeck, Judy  
 Talmage, Dorrie  
 Terry, Ladd  
 Wahba, Remon  
 Wegter, Rachel  
 Whitson, Stephen  
 Windsor, Adrian  
 Wrobel, Alfred

**GWC****INDIVIDUALIZED STUDY**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
<u>Brodie, Nannette</u>	09/15/2008	10/24/2008	EXM	\$33.56

Individualized Study, Dance 2 student units.

**INSTRUCTIONAL UNIT ASSISTANT**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
<u>Berman, Susan</u> Library Faculty Coordinator	08/25/2008	12/14/2008	IUM	\$4,371.00
<u>Carr, Gregg</u> College 100	08/25/2008	12/14/2008	IUM	\$2,914.00
<u>Cassens, Treisa</u> Library	08/25/2008	12/14/2008	IUM	\$1,457.00
<u>Lopez-Rodriguez</u> World Language Chair	08/25/2008	12/14/2008	IUM	\$5,828.00
<u>Marchbank, Earnest</u> EOPS Chair	08/25/2008	12/14/2008	IUM	\$8,742.00
<u>Mucciario, Paula</u> Sign Language Chair	08/25/2008	12/14/2008	IUM	\$2,914.00
<u>Nielsen, Donavan</u> Computer Science Chair	08/25/2008	12/14/2008	IUM	\$5,828.00
<u>Palmer, Theodore</u> Architecture/Drafting/Engineering/Floral Design Chair	08/25/2008	12/14/2008	IUM	\$5,828.00
<u>Reynolds, Harvey</u> Mathematics Chair	08/25/2008	12/14/2008	IUM	\$8,742.00
<u>York, Linda Kay</u> Counseling Chair	08/25/2008	12/14/2008	IUM	\$4,371.00

**READER/EVALUATOR**

The following part-time and full-time instructors served as Reader/Evaluators for the Assessment Center.

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
<u>Barrett, David</u>	07/01/2008	08/22/2008	EXM	\$41.95

**Personnel Items**

Dees, Van	07/01/2008	08/22/2008	EXM	\$41.95
Hodjera, Eva	07/01/2008	08/22/2008	EXH	\$33.92
Ullrich, Richard	07/01/2008	08/22/2008	EXM	\$41.95

**ACADEMIC COUNSELING FOR GWC ACEUDENTS**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>TYPE</u>	<u>PAY RATE</u>	<u>HR/WEEK</u>
Fipps, Patricia	08/18/2008	08/22/2008	OVR	\$70.00	24

**SPECIAL ASSIGNMENT**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Boyer, Nancy	06/17/2008	08/21/2008	EXM	\$41.95

Performed ESL Challenge Testing-Listening, Writing and Reading during summer 2008. NTE 24 hours.

**COACHING**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
D'Alessandro, Michael	11/01/2008	11/30/2008	EXM	\$4,344.00
Coaching Stipend, Women's Volleyball.				
Kopp, Kyle	11/01/2008	11/30/2008	EXM	\$4,344.00
Coaching Stipend, Women's Water Polo.				
Taylor, Scott	11/01/2008	11/30/2008	EXM	\$4,344.00
Coaching Stipend, Men's Water Polo.				
Walkins, Derrick	11/01/2008	11/30/2008	EXM	\$4,344.00
Coaching Stipend, Football.				

**OCC**

**PART TIME COUNSELING**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>	<u>HOURS</u>
Tovar, Ana	08/25/2008	12/19/2008	UNT	\$60.55	96

**PART TIME COUNSELING EOPS**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>	<u>HOURS</u>
Mosello, Donna	08/25/2008	12/19/2008	UNT	\$72.39	96
Taylor, Kimberly	08/25/2008	12/19/2008	UNT	\$68.18	96

**LIBRARIAN FOR OCC LIBRARY**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>TYPE</u>	<u>PAY RATE</u>	<u>HR/WEEK</u>
Eutimio, Alfredo	08/25/2008	12/07/2008	UNT	\$72.39	5
Eutimio, Alfredo	12/07/2008	12/19/2008	UNT	\$72.39	2
Schmidt, Valerie	08/29/2008	12/19/2008	UNT	\$72.39	3

**SPECIAL ASSIGNMENT**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Berta, Melissa	07/01/2008	07/31/2008	PDM	\$80.02

Title III Grant Faculty Coordinator. NTE \$2,517.00

Cabanel-Bleuer, Denise	07/01/2008	08/22/2008	PDM	\$41.95
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Honors program coordination for summer 2008. NTE 40 hours.

**INSTRUCTIONAL UNIT ASSISTANT**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Lohman, Benjamin	08/25/2008	12/14/2008	IUM	\$2,914.00

Forensics Chair.



**Personnel Items**

<u>Mayor, Jeffrey</u>	08/25/2008	12/14/2008	IUM	\$3,744.50
Chair Visual Performing Arts.				
<u>Mayor, Jeffrey</u>	08/25/2008	12/14/2008	IUM	\$250.00
Scheduler Art.				
<u>Scarfone, Patricia</u>	08/25/2008	12/14/2008	IUM	\$4,731.00
Chair World Languages.				
<u>Scarfone, Patricia</u>	08/25/2008	12/14/2008	IUM	\$1,457.00
Scheduler World Languages.				

**DANCE CONCERT**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
<u>Mayor, Jeffrey</u>	09/20/2008	11/01/2008	PDH	\$28.85

To produce the faculty dance concert. NTE 42 hours.

In accordance with the memorandum of Understanding between the Coast Community College District and the Coast Federation of Education (CFE) AFT Local 1911, it is recommended that the Board ratify the enrollment growth incentive pay for faculty members exceeding baseline course enrollments for the period 06/09/08 to 07/31/08. The payments are indicated as follows:

**CCC**

<u>Name</u>	<u>Amount</u>
Borcoman, Kelvin	\$350.00
Cisneros, Mark	\$700.00
Cooper, David	\$350.00
Covert, Robert	\$350.00
Doyle, John	\$350.00
Feiner, Henri	\$350.00
Feldon, Fred	\$350.00
Gordon, Kimberly	\$350.00
Kabaji, Noha	\$700.00
Lee, Lisa	\$350.00
Leighton, Kenneth	\$700.00
Nguyen, Diem T.	\$350.00
Nguyen, Kelly	\$350.00
Nichols, Kristen	\$350.00
Schindelbeck, Judy	\$350.00
Shelley, Karen	\$700.00
Vayo, Sunshine	\$350.00
Wahba, Remon	\$350.00
Warwick, Randal	\$1,050.00
Whitson, Stephen	\$350.00

**GWC**

<u>Name</u>	<u>Amount</u>
Armendaris, Francesca	\$350.00
Best, Amanda	\$700.00
Call, Gail	\$350.00
Chovan, Maria L.	\$350.00
Cucurny, Marius	\$350.00
Cummins, Megan	\$350.00

**Personnel Items**

Drover, Christopher	\$350.00
Farris, James	\$700.00
Glumace, Sean	\$700.00
Hendriz, Jeffrey	\$700.00
Hersh, Thomas	\$700.00
Holland, Karen	\$700.00
Hyde, William	\$350.00
Isonio, Steven	\$350.00
Johnson, Daniel	\$350.00
Johnson, Douglas	\$350.00
Lavarini, Theresa	\$700.00
Lindsay, Donald	\$700.00
Lloyd, Douglas	\$700.00
Mikelson, Louis	\$350.00
Mucciario, Paula	\$700.00
Nemeth, Angelika	\$700.00
O'Donnell, Ruth	\$350.00
Pacheco, Pamela	\$350.00
Perez, Jason	\$350.00
Rehmat, Shehnaz	\$350.00
Rodgers, James	\$350.00
Stein, Konrad	\$700.00
Tarango, Abraham	\$350.00
Taylor, Scott	\$700.00
Thorne, Clyde	\$350.00
Valenzuela, Yvonne	\$700.00
Wimmer, Ronda	\$350.00

**OCC**

<u>Name</u>	<u>Amount</u>
Altobelli, John	\$700.00
Baltes, Christine	\$350.00
Bender, Edward	\$350.00
Bergey, Leslie	\$350.00
Chang, Yu-An	\$700.00
Coco, Felicia	\$350.00
Cooper, Barbara	\$350.00
Flowers, Carol	\$350.00
Hoffman, Jack	\$700.00
Ivey, Marilyn	\$350.00
Knauer, Mary	\$350.00
Lara, Richard	\$350.00
Livingston, Tab	\$700.00
McKay, David	\$350.00
Meola, Frank	\$700.00
Moore, Arthur	\$700.00
Nielsen, Christopher	\$350.00
O'Connor, Robin	\$350.00
Park, Carol	\$350.00
Perez Stable Cox, Olga	\$350.00
Pham, Anh Main	\$700.00
Pridomirski, Joanne	\$350.00

## Personnel Items

Rothschild-Boros, Monica	\$700.00
Sawer, Athena	\$350.00
Scaglione, David	\$350.00
Schneiderman, Robert	\$350.00
Smith, Susan	\$350.00
Sugden, James	\$350.00
Taba, Khalil	\$700.00
Timmons, Terry	\$700.00
Wilson, Audrey	\$350.00

Overload assignments for the following instructors, payment to be a maximum of \$70.00/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/25/08 to 12/16/08** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed hours stated, per week:

### CCC

<u>Name</u>	<u>Hours per week</u>
Feldon, Fred	7.20
Roeun, Malinni	2.30

### GWC

<u>Name</u>	<u>Hours per week</u>
Bales, Bruce	7.00
Carter, Henrietta	1.68
Robbins, Harold James	4.00
Speakman, Teresa	
08/25/08-12/14/08	6.00
Watkins, Derrick	6.75

### OCC

<u>Name</u>	<u>Hours per week</u>
Anderson, Courtney	3.76
Barber, William	0.28
McClanahan, Ann	0.45
Saichek, William	0.37
Shannon, Kevin	1.12
Shine, Brenda	1.46
Simpson, Melissa	1.95
Whitridge, Roger	6.75

Overload assignments for the following GWC cosmetology instructors, payment to be a maximum of \$70.00/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit contract, for the period **08/27/08 to 12/16/08**. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs for the college and/or the specific division. Assignments are not to exceed hours stated, per week:

**GWC**

<u>Name</u>	<u>Hours per week</u>
Rangel, Paz Graciela	4.33

**2. Acceptance of Resignations and/or Approval of Layoffs and Terminations**

It is recommended that the following resignations be accepted and/or layoffs and terminations be authorized:

Revision to Previous Board Action

Lam, Tina T., CCC, Military/Contract Education Technician Intermediate, Classified Unit, revise resignation date from 06/28/08 to 07/31/08. Unused vacation to be paid in lump sum. (Previous Board action 08/06/08)

**3. Appointment of Substitutes, Academic Staff**

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$43.45/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered **during FALL semester, 2008-09.**

Coastline

Davis, Loretta  
Sandberg, Rhonda

Golden West College

Graves, Bichansha  
Jimmons, Charlotte  
Nguyen, Antoine  
Sandrock, Donna  
Snedeker, Mary

Orange Coast College

Eutimio, Alfredo  
Nguyen, Huy  
Schmidt, Valerie

**4. Authorization for Contract Amendments Based Upon Horizontal Salary Moves**

The following faculty members have completed requirements for horizontal salary moves in accordance with Board policies and procedures. It is recommended that revised appointments reflecting their new placement be authorized for the 2008-09 school year:

## Personnel Items

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>		<u>To Col/Step</u>	
Baker, Cheryl	OCC	III	13	IV	13
Behr, Laura	OCC	IV	06	V	07
Cabral, Marta	OCC	IV	13	V	14
Feldon, Fred	CCC	IV	19	V	20
Fricker, Norman	OCC	IV	19	V	20
Hearlson, Kenneth	OCC	IV	13	V	14
Iacopetti, Anthony	OCC	II	04	III	05
Lehmann, Deanna	GWC	II	09	III	10

### 5. Appointment of Academic Staff

In accordance with Board policies and procedures, the following academic staff are recommended for appointment for service during the period shown below. Employment and payment for services will follow upon notification that all required documents have been completed and filed. Assignments are only for the time period specified or the hours per week as stated (multiple statements indicate two or more separate assignments). Salary placement may be revised upon presentation of evidence of additional education and/or experience:

#### Administrator

<u>NAME</u>	<u>LOC</u>	<u>TITLE</u>	<u>START DT</u>	<u>PLCMT</u>
Ames, Steven	GWC	Coordinator, Criminal Justice Training Center	11/03/08	D-16-04

#### Revision to Previous Board Action

#### Faculty – Temporary

<u>NAME</u>	<u>LOC</u>	<u>TITLE</u>	<u>START DT</u>	<u>PLCMT</u>
Pham, Thu	GWC	Temp Instructor, Nursing	08/25/08	A-III-07

### **PART-TIME FACULTY ASSIGNMENTS - 2008**

Fall assignments during the period **08/27/08-12/16/08** for CCC, GWC and OCC unless otherwise noted; LHE = Lecture Hour Equivalency.

#### Coastline College

<u>Name</u>	<u>LHE/week</u>
Calcanas, Christina M.	7.500
Cao, Thomas T.	6.000
Capocciama, John M.	3.750
Carlson, Beverly H.	4.664
Carlucci, Michael A.	8.000
Chabra, Shashi	9.000
Chambers, Malcolm C.	3.000
Chang, John	6.000
Chang, Yu A.	7.500

**Personnel Items**

Chapman, Cheryl A.	3.750
Chase, Suzanne C.	9.000
Covert, Robert V.	9.000
Dietrich, Phillip W.	6.000
Flynn, Jamey K.	3.000
Hogan, Mikel M.	9.000
Hoogewind, Mary J.	4.662
Howe, Sonja S.	1.625
Hurley, Regina C.	2.332
Igoudin, Alex L.	3.000
Isbell, Donald R.	3.750
James, Scott A.	3.000
Jarmin, Margie A.	9.000
Jason, Diana	5.500
Johnston, Jolene L.	2.333
Jones, Julie M.	9.000
Katz, Maria R.	4.500
Keefer, Sherry E.	7.500
Kelsey, David L.	3.000
Kempe, Gladys V.	6.000
Kepler, Marc L.	7.500
Kerr, Jeffrey T.	3.750
Kerr, Sarah T.	1.554
Kolesnik, Elliott P.	9.000
Kosbab, Tina L.	9.000
Kurz, Sally L.	3.000
Lascoe, Marion	1.333
Lee, Sheryl F.	8.000
Lembke, Phyllis A.	6.000
Letterman, Bryce L.	6.000
Levenshus, Joshua T.	6.000
Levy, Eli	1.777
Lieu, Thanhthuy	4.000
Lin, George Zou C.	2.332
Litman, Todd M.	3.000
Lo Sasso, Mary A.	8.500
Long, Barbara L.	4.813
Lowther, Gene R.	3.000
Mahmood, Hassaan A.	7.750
Morse, Paul M.	3.109
Ratzlaff, Duane	8.000
Salminen Karamitros, Katri	3.000
Smith, Michelle D.	1.333
Smith, Ronald Q.	9.000
Snetsinger, Peter J.	9.000
Spickard, Kathleen L.	1.998
Stachelski, Barbara J.	1.500
Stillings, Lisa M.	8.000

**Personnel Items**

Strauss-Thacker, Esther T.	6.000
Sullivan, Mary Christine M.	5.498
Waterman, Elizabeth L.	1.500

Golden West College

<u>Name</u>	<u>LHE/week</u>
Carney, Christopher J.	8.000
Cavin, Andre J.	5.250
Centeno, Deborah M.	4.000
Chambers, Thomas A.	4.500
Chandra, Jyoti	8.563
Chaves, Sindy J.	4.500
Cheek, Jeffry R.	2.125
Dowlatshahi, Kristina N.	3.000
Golbuff, Kimberly S.	7.250
Gomez, Diego E.	5.750
Holland, Karen M.	7.000
Hornack, Rhonda M.	1.167
Hsiao, John W.	4.000
Hughes, Mary-Linn	6.992
Humphrey-Quirk, Leslie A.	3.000
Hunter, Ella M.	8.000
Ismail, Adel	8.000
Jara, Ricardo A.	6.000
Johnson, Daniel J.	4.500
Johnson, Roberta	6.750
Jones, Michele J.	3.188
Josifek, Jami L.	4.000
Kabaji, Noha I.	8.000
Kaiser, Mifanwy P.	3.000
Kaliski, Lucy A.	8.750
Kang, Henry R.	8.500
Karpenski, Joseph G.	9.000
Kelly, Aaron J.	8.500
Kent, Arthur F.	7.500
Kohls, Annette D.	8.000
Krogfoss, William K.	9.000
Kubis, Jon-Michael	8.165
Langdon, Spencer K.	9.000
Letvin, Bruce H.	5.417
Lynch, Dennis P.	5.500
Monroe, Jennifer L.	5.332
Mora, Richard K.	0.833
Pham, Thu A.	2.250
Pham, Viethang T.	6.500
Seebold, Patricia C.	3.666

# Personnel Items

Smith, Ronald A.	2.250
Snedeker, Mary D.	6.500
Somoano, Miriam M.	6.625
Soqui-Lopez, Susana	3.000
Sparks, Jamie L.	9.000
Strong, Margaret C.	8.000
Sullivan, Maureen P.	4.500
Sutherland, Corine S.	9.000
Swanson, Donny R.	9.000
Swendson, Paul D.	9.000
Zeighami, Farid	3.000

## Orange Coast College

<u>Name</u>	<u>LHE/week</u>
Callum, Oceana	8.000
Can, Minh A.	9.000
Capps, Tucker S.	8.000
Caron, Lionel G.	7.000
Castello, Anthony E.	3.000
Catanzaro, Matthew D.	2.876
Causey, Desiree V.	4.500
Cavanagh, Robert G.	7.500
Cervantes, Aureliano	4.250
Chan, Robert T P.	5.000
Chavez Jr, Hernando	6.000
Echols, David B.	7.417
Hoffman, Jack S.	9.000
Hollinden, Michael J.	3.000
Horn, Elsa L.	7.000
Hostettler, Sheila E.	9.000
Hough, Daniel M.	3.249
Hung, Emily M.	8.646
Hurtado, Arleen S.	3.500
Jackson, Mary C.	5.000
Jarman, David L.	1.575
Jensen, Karen L.	5.250
Johnson, Douglas H.	5.000
Jones, Joyce L.	3.750
Juarez, Maria E.	5.000
Kauo, Joseph	5.281
Kelly, James M.	3.000
Kenney, Daniel R.	6.500
Kerins, John C.	7.500
Ketcham, Christopher B.	6.500
Ketcham, Justin C.	4.750
Khwaja, Ziauddin	8.000
Klammer, Karen A.	9.000



**Personnel Items**

Klemek, Julia P.	5.333
Knauer, Mary F.	9.000
Kodama, Fredra J.	7.000
Kolves, Candice L.	1.500
Koui, Cynthia D.	7.000
Krogh, Ronald E.	8.000
Kroll, Stephen R.	3.000
Kuznetsov, Kira M.	9.000
Larnard, Howard E.	1.500
Larson, Jacqueline L.	3.000
Lee, David M.	5.000
Lee, Judy E.	3.666
Lee, Robin C.	2.250
Moore, Larry M.	8.938
Mueller, Heidi M.	3.000
Murphy, Sue A.	6.000
Ochwatt, Jodie A.	8.687
Pham, Mai-Anh N.	9.000
Price, Jack S.	7.500
Rosen, Lugene M.	8.000
Rothschild-Boros, Monica C.	9.000
Rowe, Horace E.	3.250
Rozak, Richard F.	7.500
Sloate, Barbara R.	1.000
Smelser, Nadia	8.832
Smith, Dean A.	5.000
Smith, Robert B.	3.000
Snapp, Kevin M.	8.938
Snyder, Lisa D.	9.000
Sparkuhl, Patrick S.	5.000
Spencer, Alyson M.	8.125
Spencer, James R.	1.554
Stanich, Sandra	7.500
Stewart, Sue S.	3.500
Stickel, Karl B.	3.750
Stoneking, Joyce M.	6.000
Strachan, Glenn	8.125
Strickland, Trisha A.	5.500
Strobel, Lynn M.	2.750
Suh, Daniel H.	3.000
Surfas, Lesley I.	7.500
Swail, Julie E.	7.625
Swanson, Eugene C.	8.000
Sweeney, Elizabeth B.	3.667
Sweesy-Barger, Millie	7.876
Tagaloa, Faasamala N.	4.469
Tran, Hoa T.	9.000

Yeo, Suzanne G.	1.625
Young, John W.	4.469

The following GWC Part-time Police Academy Instructors to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2008-09 school year for the period **08/22/08** to **06/30/09**, not to exceed 856 hours:

Martin, Bill  
Moore, Gregory  
Rose, Sanford

## 6. Appointment of Classified Staff to Advertised Positions

In accordance with Board policies and procedures, the following Classified Staff are recommended for appointment to advertised positions; these include promotions, new hires, and rehires:

### Management

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>PLCMT</u>	<u>Vacancy #</u>
Harris-McGee, Andrea	OCC	Art Pavilion	11/1/08	G-24-04*	O-086-08

\* This position subject to the rights, privileges and obligations of those placed on the Classified Management schedule.

## 7. Authorization for Temporary Out of Class and Special Assignments, Classified Staff

It is recommended that authorization be given for the following changes for Classified Staff working temporarily Out of Class:

### Revisions to Previous Board Action

#### Management - Temporary Reassignment in Salary Grade

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>
Cock, Don	DIS	GG-26	GG-28	Extend end date from 09/30/08 to 12/31/08
Patterson, Richard	DIS	GG-26	GG-28	Extend end date from 09/30/08 to 12/31/08

### Classified Contract

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>PLCMT</u>
Carey, Michael	OCC	Staff Assistant Senior	Environmental Sustainability Coordinator	To extend end date from 09/30/08 to 01/01/09	E-65-01

## 8. Authorization for Schedule Changes, Classified Staff

It is recommended that authorization be given for the following temporary or permanent schedule changes in Classified Staff:

On Call, As Needed Schedule Changes

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Tran, Khoi	CCC	A & R Tech II	70%	HOC*	09/05/08	06/30/09

\* Hours over contract as necessary.

**9. Authorization for Changes in Salary Schedules**

It is recommended that authorization be given for the following changes in the District salary schedules:

<u>Classification</u>	<u>Range</u>	<u>Changes</u>
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Classified

Staff Assistant-Special Projects (President's Office)	E-52	Add to schedule effective 10/02/08
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**10. Appointment of Special Category, Hourly Staff**

A. 160 Day Employees

It is recommended that authorization be given for the following hourly personnel appointments in the performance of noncertificated duties which directly support administrative, classified, or student services and special projects, or are fulfilling noncertificated substitute services for classified employees temporarily absent, no assignment to exceed 160 working days pursuant to provisions of AB500 and the Agreement between the Coast Community College District and the Coast Federation of Classified Employees. (Please note: Budget numbers 100+ are General Fund; all others are Categorical Funds.) EXTEND is noted when an already approved assignment has an extended end date.

Hourly/Temporary/Clerical/Secretarial, to provide clerical support including handling correspondence, maintaining files, answering phones, preparing reports and responding to public inquiries in one or more of the following campus and/or division offices: Instruction, Student Services or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Ngo, Suouay	OCC	10/02/08	06/30/09	124005-256205	M,T,W,TH

Hourly/Temporary/Instructional/Research Assistant, to provide instructional support services to faculty and instructional divisions by assisting with pre-class preparations, maintaining various school records, scoring tests, tutoring, and coordinating instructional materials or equipment in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Co, Kimberly	OCC	10/02/08	06/30/09	110001-201501	M,W,F
Cox, John	OCC	09/16/08	06/30/09	812035-210802	M,W
Swift, Lori	CCC	10/02/08	06/30/09	110001-801301	M,T,W,TH,F

Hourly/Temporary/Professional (Non Faculty) to perform skilled technical duties such as athletic training duties, production of student newspaper, maintain online classes, provide real time

## Personnel Items

captioning (in-class text) for deaf students or assist with associated student programs in one or more of the following campus departments and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Arnwine, Lenora	OCC	10/02/08	06/30/09	124005-256201	M,T,W,TH,F

Hourly/Temporary/Service/Maintenance, to perform a variety of semi-skilled maintenance, janitorial and repair work on campus buildings, equipment and facilities in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Fierros, Alfredo	OCC	10/03/08	06/30/09	812020-205401	M,T,W,TH,F
Pham, Quan	OCC	07/10/08	06/30/09	812015-263750	S,SU
Piaskowski, Jeffrey	OCC	09/22/08	06/30/09	812035-286305	M,T,W,TH,F
	OCC	09/22/08	06/30/09	812035-212801	M,T,W,TH,F
	OCC	09/22/08	06/30/09	110001-212001	M,T,W,TH,F
West, Andrew	OCC	08/10/08	06/30/09	127005-258900	M,T,W

Hourly/Temporary/Technical/Paraprofessional, to provide specialized and/or skilled technical support in such areas as classroom interpretation, computer operations, on-line editing, proctoring or special program research in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Sax, Nicole	CCC	10/02/08	06/30/09	110001-801302	M,T,W,TH,F

Hourly/Temporary Substitutes, pursuant to Section 7.2(A) of the Agreement between the Coast Community College District and the Coast Federation of Classified Employees, to take the place of a bargaining unit employee who is ill or on leave of absence for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Meseke, Katrina	OCC	09/10/08	06/30/09	812020-205401	M,T,W,TH,F

### B. Student Employees

It is recommended that authorization be given for the following hourly employment of either full time students enrolled in 12 or more units per semester, or part time students enrolled in less than 12 units per semester in any college-work-study program, or in a work experience education program, with duties performed not to result in the displacement of any classified personnel, or impair existing services.

#### Coastline College

Bethell, Jessica

#### Golden West College

Blakeslee, Tara  
Boyd, Gary  
Cardenas Jr., Edward  
Carlisle, Anthony  
Carroll, Joseph  
Conel, Mychal

Dang, Phuong  
Dao, Kristine  
Dinh, Josephine  
Do, Michelle  
Doan, Mai  
Duong, Danny  
Flores Carrera, Lucia  
Gerona, Hannah  
Guth, Stephanie  
Ho, Andrew  
Hoang, Duy  
Hoang, Tuan  
Hugie, Ashlie  
Huynh, Trieu  
Iupati, Andrew  
Joseph, Larry  
Lombino, Mary  
Ly, Duy  
Morrow, Charlotte  
Munyaanhi, Sharon  
Querry, Daniel  
Rainey, Anmarie  
Ramsaur, Joshua  
Roe, Lindsey  
Teymoorian, Arezou  
To, Johnny  
Tran, Tu  
Tran, Tuan  
Vu, Hang  
Wada, Noriko  
Zhang, Chen

Orange Coast College

Benjamin, Farren  
Dinh, Jack  
Donovan, Shannon  
Duong, Kieungan  
Fernandez, Genoveva  
Ford, Raymoan  
Ho, Bao  
Le, Chelsey  
Llamas, Guadalupe  
Luu, Hoang  
McCargo, Danico  
Ngo, Thien  
Nguyen, Christine  
Nguyen, Uyen  
Oiesen, Whitney  
Pham, Kathryn  
Plotkin, Marla  
Sanchez, Meghan  
Smith, Alma  
Tavakoli, Mehrdod

Tran, Kevin  
Traver, Raphael  
Zhang, Lu

#### 11. Authorization for Professional Experts

Berman, Frances A., CCC, to provide Customer Service and other Business Services Training for Coastline's Contract Education Programs, for the period 10/02/08 to 06/30/09, compensation to be \$5,000.00.

The following CCC Professional Experts to serve as High School Coordinators for the Banking for Credits College Program, for the period 10/02/08 to 06/30/09, compensation to be \$1,000.00:

Brown, Maja  
Cadigan, Kathleen M.  
DeWitt, Megan  
Enz, Erika  
Garcia, Edith A.  
Hath, Kathryn M.  
Mielke, Tammy  
Miller, Diana L.  
Wong, Marilyn

The following CCC Professional Experts to serve as High School Coordinators for the Banking for Credits College Program, for the period 10/02/08 to 06/30/09, compensation to be \$200.00:

Minardo, Ronald  
Nguyen, Grace

**3.05.01 Authorization for Independent Contractors - Coastline Community College**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement.

**\$10,000 AND OVER**

The SuperGroup Creative Omnimedia, Inc. to provide educational gaming technical expertise for the Open Learning Language Initiative (OLLI), July 17, 2008 – June 30, 2009, for a fee NTE \$15,000 to be paid from grant funds received from The William and Flora Hewlett Foundation. (Revision is to increase NTE fee. Prior Board Approval: 7/16/08)

Timm, Judee to direct the Teaching in Action Best Practices projects for the Business Education Industry Collaborative grant. She will also write and prepare case studies for use by California's Community College faculty and will represent the business faculty at meetings of the State System Office Discipline/Industry Collaborative for Business Education, October 2, 2008 – June 30, 2009, for a fee NTE \$25,000 to be paid from the Statewide Discipline/Industry Collaborative for Business Education (BIC) grant funds.

Craven, Kathy to provide technical advice and services in areas such as marketing, internet communications, directory maintenance, mini-grant solicitation and evaluation, participant documentation and deliverable dissemination for various curriculum and staff development projects for the Business Education Industry Collaborative grant, October 2, 2008 – June 30, 2009, for a fee NTE \$48,600 to be paid from the Statewide Discipline/Industry Collaborative for Business Education (BIC) grant funds.

Arntson, Joyce to analyze business education needs of California's employers, the systems core indicators of success, and lead the development and dissemination of curriculum and staff development deliverables to improve Business/CIS instruction in the California Community College System for the Business Education Industry Collaborative grant, October 2, 2008 – June 30, 2009, for a fee NTE \$36,000 to be paid from the Statewide Discipline/Industry Collaborative for Business Education (BIC) grant funds.

Menges, Joel to provide services in support of Coastline's Military Education Programs, October 2, 2008 – June 30, 2009, for a fee NTE \$28,600 to be paid from Contract Education funds.

Jasinski, Cheryl to provide services in support of Coastline's Military Education Programs, October 2, 2008 - June 30, 2009, for a fee NTE \$28,704 to be paid from Contract Education funds.

**UNDER \$10,000**

Options Unlimited, LLC to facilitate the Coastline Leadership Academy, January 26-30, 2009, at the Coastline Community College Art Gallery located at 10156 Adams Avenue in Huntington Beach, to be paid \$9500 from Foundation (Kaleidoscope) and Staff Development funds.

CW Dixon Associates, Inc. to serve as a narrator for seven videos at \$300 per video NTE \$2,100 for the new Chemistry telecourse, October 2, 2008 – June 30, 2009, to be paid by funds received in support of this project.

Koenig, William to serve as a narrator for seven videos at \$300 per video NTE \$2,100 for the new Chemistry telecourse, October 2, 2008 – June 30, 2009, to be paid by funds received in support of this project.

Livingston, Bob to develop and lead a webinar for the Business Education Industry Collaborative grant on Managing in a Web 2.0 World. He will also develop a Training and Development Certificate/AA Degree, complete a certificate/AA Degree for Global Team Project Management, complete an AA Degree/Bachelor's Degree Learning Cohort, and identify best communication technology for the Blue Ribbon Committee to better communicate, organize, and share information about various curriculum and staff development projects, October 2, 2008 – June 30, 2009, for a fee NTE \$8,500 to be paid from the Statewide Discipline/Industry Collaborative for Business Education (BIC) grant funds.

**Additional Administrative Content**

**Action Agenda Details**

**Motion:**

Created on 09/12/2008 at 04:29 PM by Laune Swancutt. Last update on 09/24/2008 by Todd Rodriguez.



**3.05.02 Authorization for Independent Contractors - Golden West College**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement.

**\$10,000 AND OVER**

Blum, Lawrence N., Inc., to provide a profile traits pattern for Criminal Justice Training Center recruits, July 1, 2008 – June 30, 2009, to be paid \$10,000 from general funds, which will be reimbursed from student material fees.

**UNDER \$10,000**

Santilla, Jesus to serve as a speaker addressing Latino issues, October 2, 2008, to be paid \$300 from ASGWC funds.

The following individuals to serve as Writer/Content Experts for the Regional Health Occupations Resource Center (RHORC) Certified Nursing Assistant Curriculum Revision Project, October 2, 2008 – June 30, 2009, to be paid as follows from RHORC Trust funds:

Benson, Catherine E. \$4,000  
Egan, Joann \$2,600  
Holdridge, Steven \$1,400  
Innumerable-Cellan, Romana Venus \$2,800  
Johnson, Linda \$6,400  
Maleki, Wendy \$2,800  
Wehner, Laurie \$2,000

The following individuals to serve as Guest Speakers for the 13<sup>th</sup> Annual Health Occupations Educator Institute, April 20, 2009, to be paid as follows from RHORC Trust funds:

Ulloth, Joan \$2,150  
Wetzel, Estella \$2,150

**Additional Administrative Content**

**Action Agenda Details**

**Motion:**

**3.05.03 Authorization for Independent Contractors - Orange Coast College**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement.

UNDER \$10,000

Bradley, Kyle to serve as a faculty math instructor for the OCC Outreach and Recruitment program through Newport Mesa Unified School District to be paid \$500 for fall, 2008, and \$500 for spring, 2009, from Outreach Partnership funds.

**Additional Administrative Content**

Created on 09/12/2008 at 04:24 PM by Lynne Minton. Last update on 09/24/2008 by John Rodriguez.

**3.06.01 Approval of Purchase Orders**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**



PurchaseOrderDIST.pdf

**Additional Administrative Content**

**Action Agenda Details**

**Motion:**

Created on 09/12/2008 at 04:24 PM by CCCDPurch. Last update on 09/24/2008 by CCCDPurch.

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0313689	Vector Resources Inc GWC LRC Category D Electrical Bid No.1953 (GOB) Board Date: 07/16/08	GWC-GB	6254	3,280,923.00
P0313687	Sewup JPA GWC LRC Insurance: 8/11/08 to 6/14/10 (GOB)	GWC-GB	5472	625,842.00
P0313737	United States Postal Service Open PO for postage warrants for metered mail needs	CCC	5831	150,000.00
P0313741	VQS Enterprises Inc Spring 2009 class schedule - Bid # 1944 Board Date: 01/16/08	OCC	4321	114,001.66
P0313688	Keenan & Associates GWC LRC Insurance: 8/11/08 to 6/14/10 (GOB)	GWC-GB	5472	81,497.22
P0313683	Quanser Consulting Inc Shake table for Geology Department (GOB)	OCC-GB	6401	27,791.74
P0313692	Rhino Steel Building Systems Storage building for Horticulture Dept. (GOB)	OCC-GB	6250	26,960.00
P0313633	Xerox Corp CCCD truck load of white copier paper	SB	4310	25,083.69
P0313746	TechRoom Inc Open PO for software/maintenance of MAC's	CCC	5638	25,000.00
P0313649	Professional Sports Publications Inc L.A. Angels of Anaheim Team Yearbook Ad	DIS	5850	16,000.00
P0313740	Collings, Patti IC for serving as content advisor for Statistics Telecourse	CCC	5112	15,000.00
P0313715	Digital Networks Group Inc Small conference room audio/visual upgrades	DIS	6120	14,449.67
P0313739	Collings, Patti IC for creating Statistics Telecourse Student Guides & Faculty Lessons	CCC	5112	14,400.00
P0313706	Education 4 Work Open PO for MCHS Grant	OCC	5899	13,000.00
P0313725	Pocket Nurse Open PO for Lab Supplies	GWC	4312	12,000.00
P0313730	P2S Engineering IC to develop control design for Admin & Student Services- Board Date 09/03/08 (GOB)	OCC-GB	6202	10,600.00
P0313760	Besam Entrance Solutions Repairs to Campus Automatic Doors	OCC	5650	10,000.00
P0313703	Dual Graphics	DIS	5850	9,970.27
P0313667	Universal Networks Inc	DIS	6120	9,144.31
P313664	ACS Affiliated Computer Services	DIS	5899	9,000.00
P0313724	Physicians Sales & Service	GWC	4312	8,000.00

Purchase Orders

P0313628	Xap Corp	DIS	5638	6,899.00
P0313690	Coast Construction	OCC-GB	6250	5,845.00
P0313707	Theodore Robins Ford	DIS	5657	5,779.24
P0313679	Tri-Best Visual Display Products	GWC	4312	5,502.66
P0313634	Tri-Best Visual Display Products	DIS	6250	5,098.83
P0313672	Xerox Corp	CCC	5682	5,053.05
P0313661	Siemens Building Technologies Inc	DIS	6250	4,735.00
P0313691	Allsteel Inc	DIS	6411	4,728.93
P0313726	Physicians Sales & Service	GWC	6411	4,644.08
P0313626	JFTB/MWR	CCC	5519	4,200.00
P0313622	Andtech Corporation	OCC-GB	6250	3,350.00
P0313684	Embee Technologies	OCC-GB	6250	3,262.26
P0313685	Data Cable Systems Inc	GWC	5899	3,235.00
P0313655	Synegi Inc	DIS	4312	3,017.00
P0313738	Baker & Taylor	GWC	6301	3,006.03
P0313700	Eberhard Equipment	OCC	4677	3,000.00
P0313763	OCC Food Services	OCC	4312	3,000.00
P0313624	ALD Security Innovations	CCC	5899	2,928.00
P0313747	Dell Higher Education	OCC	6412	2,878.38
P0313652	Walters Wholesale Electric Co	OCC	4312	2,850.17
P0313659	Northcott Painting Company	DIS	6120	2,800.00
P0313675	ADA Badminton & Tennis	GWC	4312	2,424.39
P0313749	Austin Hardwoods	OCC	4312	2,200.00
P0313615	Greg Furlong Productions	CCC	5899	2,000.00
P0313712	Office Depot	CCC	4312	2,000.00
P0313660	Siemens Building Technologies Inc	DIS	6250	1,996.00
P0313636	VS Athletics	GWC	6411	1,873.17
P0313704	Stump Fence Co	CCC	5899	1,865.00
P0313665	Time Dated Services	DIS	4310	1,835.00
P0313733	Community College League of Calif	GWC	5306	1,795.00
P0313666	MathWorks Inc	OCC-GB	5699	1,630.25
P0313680	Aardvark Clay Supply	CCC	4312	1,552.00
P0313713	Gateway Companies Inc	DIS	6412	1,538.31
P0313696	Calif Tape Products	OCC	4312	1,522.40
P0313669	Office Depot	OCC	4312	1,506.70
P0313673	Grainger	CCC	4312	1,500.00
P0313719	Physicians Sales & Service	GWC	4312	1,421.27
P0313678	Breg Inc	GWC	4312	1,241.28
P0313714	Sehi Computer Products Inc	GWC	4315	1,199.32
P0313716	Tech Depot	CCC	4312	1,181.48
P0313651	Walters Wholesale Electric Co	OCC	4312	1,172.69
P0313623	Displays2go	CCC	5861	1,166.03
P0313625	Professional Fire Protection	CCC	5899	1,109.39
P312836	Aqua-Clear Water Treatment Specialists Inc	GWC	5899	1,100.00
P0313743	Apple Computer Inc	OCC	5699	1,002.07
P0313670	Office Depot	OCC	4312	1,000.00

Purchase Orders

P0313701	Excel Sales & Services Inc	OCC	5657	1,000.00
P0313753	Simplex Time Recorder	OCC	4677	1,000.00
P0313764	Pro Photo Connection	OCC	4312	1,000.00
P311818	Eberhard Equipment	GWC	4677	1,000.00
P0313648	Fisher Scientific	OCC	5638	826.00
P0313709	Critical Thinking Co	CCC	5699	781.34
P0313721	Costco	CCC	4315	779.03
P0313723	Scantron Corp	CCC	4312	735.35
P0313641	Sparkletts	GWC	4312	720.00
P0313682	Digital Networks Group Inc	OCC-GB	5899	695.15
P0313748	TechSmith Corp	OCC	5638	682.50
P0313639	RE Williams Contractor Inc	GWC	4312	637.88
P0313720	Informant Technologies Inc	CCC	5899	600.00
P0313757	Hasco Oil Co	OCC	4312	596.14
P0313650	Henry Schein Inc	OCC	4312	590.07
P0313693	Port Supply	OCC	4312	549.43
P0313705	Lynde-Ordway Co	GWC	5657	538.75
P0313677	Medco Supply Co	GWC	4312	532.82
P0313619	Vantage Lighting	OCC	4312	508.12
P0313612	Sehi Computer Products Inc	OCC	4312	507.12
P0313674	Great Western Sanitary Supply	GWC	4312	505.61
P0313635	VS Athletics	GWC	4312	504.27
P0313611	Office Depot	CCC	4312	500.00
P0313629	Office Depot	CCC	4312	500.00
P0313631	Office Depot	OCC	4312	500.00
P0313637	GWC Bookstore	GWC	4312	500.00
P0313671	Office Depot	OCC	4312	500.00
P0313750	Ocean View HS Football Boosters	OCC	5850	500.00
P0313751	Follett Higher Education Group Inc #1094	OCC	4312	500.00
P0313765	Times Community News %Los Angeles Times	OCC	5850	475.40
P0313658	Bob's Shade & Linoleum	GWC	5899	398.25
P0313668	SMS Systems Maintenance Services Inc	DIS	5638	393.29
P0313630	Office Depot	OCC	4312	376.10
P0313620	OC HS of the Arts	DIS	5850	375.00
P0313754	Integra Lifesciences Corp	OCC	4312	363.91
P0313676	Alert Services Inc	GWC	4312	358.48
P0313708	JJ Keller & Associates Inc	GWC	4312	356.05
P0313759	Discount Dance Supply	OCC	4312	350.00
P0313617	Bulbman Inc	GWC	4312	342.81
P0313662	Office Depot	GWC	4312	324.02
P0313645	ACTT: Assn of Classroom Teacher Testers	OCC	5699	316.39
P0313702	Aircraft Spruce & Specialty Co	OCC	4312	315.96
P0313695	Port Supply	OCC	4312	314.00
P0313654	Times Community News %Los Angeles Times	OCC	5850	309.00
P0313627	Dell Higher Education	OCC	4315	301.69
P0313632	Office Depot	OCC	4312	300.00

Purchase Orders

P0313698	OCC Food Services	OCC	4312	300.00
P0313638	truWest Inc	GWC	4312	279.68
P0313656	Blue Sky Outfitters	OCC	4312	279.38
P0313745	Office Depot	GWC	4315	276.76
P0313729	OC Register	CCC	5306	275.60
P0313711	Dell Higher Education	CCC	4315	272.66
P0313613	Sehi Computer Products Inc	DIS	4312	263.60
P0313694	Port Supply	OCC	4312	254.06
P0313647	EEDEC	DIS	5850	250.00
P0313756	Priority Laser Products Inc	OCC	5657	250.00
P0313653	Times Community News %Los Angeles Times	OCC	5850	243.50
P0313657	Professional Indexes & Files	OCC	4312	219.81
P0313752	Sigma-Aldrich Inc	OCC	4312	218.52
P0313640	Home Depot	GWC	4312	200.00
P0313643	Island Florals	GWC	4312	200.00
P0313766	Norm's Refrigeration & Ice Equip	OCC	5657	200.00
P0313742	Dell Higher Education	OCC	4312	184.19
P0313732	Ace Business Machines Inc	CCC	5638	175.00
P0313686	Office Depot	CCC	4312	172.39
P0313646	Jim Davidson Sewing Machine Service	OCC	4312	171.63
P0313718	Physicians Sales & Service	GWC	4312	154.43
P0313755	Pearson Dental Supply Inc	OCC	4312	149.71
P0313762	Media Education Foundation	OCC	4312	134.69
P0313731	Dymo	GWC	4312	116.38
P0313699	Follett Higher Education Group Inc #1094	OCC	4312	100.00
P0313618	Calif Stage & Lighting	OCC	4312	93.04
P0313744	Sehi Computer Products Inc	OCC	4312	82.57
P0313663	Office Depot	GWC	4312	71.05
P0313758	Smart Practice	OCC	4312	64.54
P0313621	Pitney Bowes	DIS	4312	60.38
P0313642	Baker Party Rentals	GWC	4312	53.88
P0313761	Sign Concepts	OCC	4312	53.49
P0313697	Henry Schein Inc	OCC	4312	53.02
P0313614	Hispanic Outlook in Higher Ed	CCC	5306	44.95
P0313727	Edmund Scientific	GWC	4312	32.27
P0313728	Key Scientific Products	GWC	4312	25.84
P0313722	Demco Inc	GWC	4312	2.68
	<b>Total</b>			<b><u>4,654,047.57</u></b>

Object Code Legend

3000-3999 Staff Benefits  
 4200-4299 Books, Replacement of  
 4300-4799 Supplies/Printing

5100-5199 Consultants/Lecturers  
5200-5299 Conferences/Travel  
5300-5399 Dues/Memberships/Subscriptions  
5400-5499 Insurance  
5500-5599 Utilities/Services/Contracts  
5600-5601 Film Rental  
5630-5673 Repairs/Equipment and Facilities  
5682-5699 Lease/Rentals  
5700-5899 Other Expense of Operations  
6100-6299 Site/Site Improvements/Building  
6300-6399 Books, New Acquisitions  
6400-6499 Equipment, New/Replacement



**3.06.02 Ratification/Approval of Checks**

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**



CheckApproval10-1-08.pdf

**Additional Administrative Content**

**Action Agenda Details**

**Motion:**

Created on 09/12/2008 at 04:24 PM by CCCDBudget. Last update on 09/16/2008 by CCCDBudget.

NUMBER	NAME OF VENDOR	AMOUNT
0119354	CCCD Student Refunds	878,104.66
	Student Refunds	
0118994	Constellation New Energy Inc	254,095.18
	Electricity district wide	
0119257	ACSIG Dental / Edge	207,715.99
	Dental Claims & Admin Fees	
0119258	Medco Health Solutions Inc	190,744.80
	Medical Prescription Claims	
0119070	Coast Community College Dist.	169,332.50
	District wide employee medical claims	
0119130	GWC Associated Students	163,212.00
	Student Fees	
0119319	Coast Community College Dist.	146,742.39
	District wide employee medical claims	
0119494	Presidium Learning Inc	114,337.50
	Managed contact center solutions	
0119015	Mobile Modular Management Corp	101,667.92
	Relocatables for CCC Early College.H.S.	
0119548	Reliastar Life Insurance Co	79,784.79
	Life Insurance Premiums	
0119489	Official Payments Corp	74,191.54
	Credit card ASP Services	
0119549	Reliastar Life Insurance Co	70,870.96
	Reinsurance Premiums	
0119113	Dell Higher Education	57,295.44
	Computers for OCC classrooms and faculty	
0119451	Cox Media	56,023.99
	Fall Semester 2008 Cable Advertising	
0119306	Time Warner Entertainment	49,325.00
	Fall Semester 2008 Cable Advertising	
0118876	CCCD Student Refunds	42,106.50
	Student Refunds	
0119547	Reliastar Life Insurance Co	38,305.79
	Long Term Disability Premiums	
0118989	CCCD Student Refunds	38,211.00
	Student Refunds	
0118914	OCE'	30,307.88
	Color printer	
0119260	Vision Service Plan	27,263.10
	VSP Administrative Fees	
0118967	Arc Machines Inc	26,880.23
	Welding machine equipment and supplies	
0118880	Coast Community College District	25,000.00

0119167	Property/liability trust account	
	Postmaster	25,000.00
	Postage for OCC Fall, Spring, Summer	
0119523	Xerox Corp	24,935.51
0119071	Delta Health Systems	24,888.50
0119436	AT&T	22,919.33
0119398	Rutan & Tucker	22,515.21
0119380	Klein Educational Systems Inc	20,149.25
0119190	Smarthinking Inc	19,000.00
0119218	Xerox Corp	17,909.58
0119034	Southern Calif Edison Co	17,249.23
0119066	Blue Cross	16,024.67
0119270	City of Huntington Beach	15,917.43
0119397	Raubolt Consulting Services Inc	13,960.36
0119256	Workplace Resource	13,868.69
0119140	Knorr Systems Inc	13,125.64
0119205	Unisource Worldwide Inc	13,036.91
0119084	Apple Computer Inc	12,973.88
0118875	CCCD - SEOG	12,500.00
0119452	CR & R	11,158.71
0119014	Mesa Consolidated Water Dist	10,760.20
0119194	Southern Calif Edison Co	10,597.70
0119481	Main Electric Supply Co	10,223.56
0119145	Making Connections	10,000.00
0119254	Sasco	9,814.00
0118888	John Erickson	9,800.00
0119099	CCCD - SEOG	9,350.00
0119249	Exclusive Construction	9,000.00
0119377	Int'l Academic Services	8,789.68
0119219	Xerox Corp	8,546.79
0119204	Union Bank of California	8,400.10
0118957	Xerox Corp	8,355.40
0119072	First Colony Life Insurance Co	8,223.37
0119495	Pro Photo Connection	8,031.69
0119195	Southern Counties Oil	7,874.82
0118857	AT&T	6,979.41
0118884	Dermal Products Inc	6,586.25
0118944	Time Warner Cable	6,494.00
0119412	The Gas Company	6,373.19
0118929	Service Master Commercial Advantage	6,000.00
0119168	Postmaster	6,000.00
0119198	Starpointe Ventures	6,000.00
0119008	Keenan & Associates	5,978.00
0119252	NTD Architecture	5,950.00
0119408	Southern Counties Oil	5,593.39
0119039	Superflow Technologies Group	5,340.00

0118861	B & P Services Inc	5,306.14
0119522	Xerox Corp	5,213.65
0119302	Southern Calif Edison Co	4,961.86
0119062	Xerox Corp	4,911.30
0119416	Verizon California	4,749.89
0119255	US Bank	4,609.40
0119182	Right Building Services Inc	4,600.00
0119505	The Gas Company	4,593.29
0118896	Goodwill Industries of OC	4,590.00
0118921	Wendy Rakochy	4,500.00
0119147	Marianna Inc	4,480.05
0119432	Embee Technologies	4,431.11
0118952	VWR International Inc	4,397.65
0119172	R & L Medical Co	4,357.95
0119201	The Irvine Co/CBC III-V	4,319.93
0119540	Keenan & Associates	4,250.00
0119159	OCC Ancillary#1000-247500-8070	4,050.00
0119067	Care Resources Inc	3,981.00
0119096	Calif Pro Sports	3,956.71
0119510	Unisource Worldwide Inc	3,889.18
0119533	Star Trac	3,874.69
0119083	Andtech Corporation	3,711.00
0119000	Gary Heimann Productions	3,670.00
0119317	Poblocki Sign Co	3,670.00
0119289	OCC Ancillary#1000-247500-8070	3,600.00
0119502	T-Mobile	3,525.96
0118937	Sport & Cycle	3,457.72
0118939	Systems Technology Associates Inc	3,271.00
0119200	Systems Technology Associates Inc	3,271.00
0119518	Ware Group	3,232.50
0118949	Union Bank of California	3,194.45
0118988	CCCD - SEOG	3,150.00
0119527	OCC Food Services	3,149.04
0118908	NCS Pearson Inc	3,069.80
0119372	Great Western Sanitary Supply	3,021.68
0118992	Community College League of Calif	3,000.00
0118910	OC Auditor-Controller	2,945.00
0119012	Maly's	2,918.65
0119392	Office Depot	2,870.69
0119247	Corporate Business Interiors Inc	2,830.05
0118882	Dell Higher Education	2,814.33
0118984	Business Office Solutions	2,805.11
0118963	Clark Security Products	2,798.99
0118887	En Pointe Technologies	2,770.00
0119361	DataPipe Inc	2,750.00
0119040	System One Business Products	2,705.92

0119520	Susan Wilcox	2,700.00
0118893	Gale Group	2,515.05
0119524	Kenneth Yglesias	2,500.00
0118915	Office Depot	2,481.96
0119264	Benner Metals Corp	2,477.17
0119285	NASFAA	2,461.00
0119514	Verizon Wireless	2,435.61
0119016	OCC Ancillary#1000-247500-8070	2,400.00
0119334	B & P Services Inc	2,379.91
0119106	Chem Pro Laboratory Inc	2,378.85
0119119	Fisher Scientific	2,366.08
0119311	Yosemite Water	2,341.92
0119151	Mary Mortlock	2,295.00
0119206	US Bank	2,293.90
0119209	Verizon Wireless	2,286.14
0119303	State Board of Equalization	2,258.00
0119442	Buddy's All-Star Inc	2,239.05
0119307	Toshiba Business Solutions	2,228.64
0119220	Grainger	2,211.45
0119296	Quality Aire	2,202.52
0119153	MS Rouse Company	2,185.00
0119386	Meyers Allison LLP	2,137.50
0119316	Gaylord Bros Inc	2,123.26
0119305	Time Warner Cable	2,050.00
0119301	Shooters World/Evan's Gunsmith	2,025.00
0118923	Richard J Green Productions	2,000.00
0119268	Cerritos Franchise Inc	2,000.00
0119439	Stephanie Bartlow	2,000.00
0119391	OCC Ancillary 1000-247500-5120	1,988.00
0119251	Marathon Business Solutions	1,954.47
0119365	Edwards Service	1,838.86
0119079	Amber Products	1,835.26
0119156	Nextel Communications	1,812.79
	Computerized Assess & Placement Progs/CAPP	
0118881	A	1,800.00
0119157	Nextel Communications	1,796.51
0119217	Xap Corp	1,785.85
0119068	CCCD Workers Comp Trust Fund	1,729.93
0119464	Grainger	1,726.04
0119007	Johnstone Supply	1,649.11
0119069	CCCD Workers Comp Trust Fund	1,642.01
0119162	Office Depot	1,631.24
0118916	Phoenix Group Info Systems	1,590.51
0119046	Unisource Worldwide Inc	1,581.15
0118977	B & P Services Inc	1,566.49
0119454	Debra Crowley	1,564.69

0119400	Sehi Computer Products Inc	1,548.67
0119515	Vietnamese Community of OC	1,539.00
0119214	Waxie Sanitary Supply	1,515.38
0118889	Excel Door & Gate Co Inc	1,500.00
0118902	JAS Productions	1,500.00
0119455	Marius Cucurny	1,474.50
0119478	Key Equipment Finance	1,412.93
0119191	Smith Pipe & Supply Inc	1,375.37
0118945	Times Community News %Los Angeles Times	1,375.00
0119538	Community Hospital of Long Beach	1,373.00
0119125	Grainger	1,360.82
0119267	Caston Office Solutions	1,356.40
0119281	Thomas Hersh	1,354.50
0118869	Buddy's All-Star Inc	1,351.73
0119032	Sign-Mart	1,351.07
0118897	Gunther's Athletic Service	1,328.53
0118966	Amtech Elevator Services	1,295.43
0119453	Crestline Co Inc	1,295.43
0119356	CI Business Equipment Inc	1,295.00
0119215	Western Farm Service	1,294.06
0119476	John Deere Landscapes	1,272.96
0119323	AmericasPrinter.com	1,250.98
0118903	JK Electronics	1,239.17
0118877	CDWG	1,234.82
0119337	Cal-Olympic Safety	1,221.88
0119146	Maly's	1,211.52
0119011	Main Electric Supply Co	1,206.19
0118872	Matthew Carlton	1,192.50
0118913	OCC Food Services	1,180.10
0119253	R & S Floor Covering	1,180.00
0119171	Psychological Assessment Resou	1,175.04
0119504	The Gas Company	1,143.32
0119359	County of Orange	1,142.00
0119009	Kelly Paper	1,137.94
0119321	Allied Refrigeration	1,112.18
0118932	Sigma-Aldrich Inc	1,110.43
0119413	The Gas Company	1,100.51
0118892	Juani Funez-Gonzalez	1,100.00
0119076	Amina Adan	1,100.00
0119210	VMworld	1,095.00
0119382	LINKS Sign Language & Interpreting Services	1,085.00
0119407	Southern Calif Edison Co	1,082.04
0119431	Bob's Shade & Linoleum	1,071.80
0119035	Spicers Paper Inc	1,057.50
0119265	Buddy's All-Star Inc	1,055.95

0119154	NCS Pearson Inc	1,013.62
0119383	MDI	1,006.15
0118951	Vicenti Lloyd & Stutzman	1,000.00
0119479	Jack Kittrell	1,000.00
0118918	Preferred Property Maintenance	992.50
0119144	Main Electric Supply Co	989.90
0119357	Clean Fun Promotional Marketing LLC	980.53
0119107	Chevron USA Inc	928.19
0119003	Home Depot	918.68
0119441	Bleckert's Diesel Repair Inc	910.00
0118898	Hay Group	907.20
0119031	Sehi Computer Products Inc	905.37
0119395	Prado Olympic Shooting Park	900.00
0119131	Hardy Diagnostics	897.25
0119042	Thomson West	883.52
0119379	Kater-Crafts Bookbinders	874.85
0119537	CCCD Workers Comp Trust Fund	862.56
0119196	Sportspage Soccer Warehouse Inc	847.13
0119333	AT&T	842.46
0119459	Delta Biologicals	839.70
0119421	Xerox Corp	834.50
0119433	Times Community News %Los Angeles Times	825.00
0119259	Medco Health Solutions Inc	824.99
0119539	Delta Health Systems	812.50
0119444	Calif Pro Sports	810.36
0118942	The Gas Company	805.91
0119487	OCC Food Services	801.65
0119123	Gary Heimann Productions	800.00
0119286	Angelika Nemeth	800.00
0119490	On Track	799.44
0118928	Sehi Computer Products Inc	795.08
0119467	Hewlett Packard	794.24
0118851	Anixter	791.88
0118859	AT&T	786.71
0119134	Home Depot	785.05
0118981	BJ Bindery Inc	770.42
0119248	Dept of General Services	762.80
0119063	Xerox Corp	755.01
0119475	Island Color Inc	754.25
0118867	Bob's Shade & Linoleum	746.50
0118958	Xpedx Paper & Graphics	746.19
0119052	Verizon Wireless	731.90
0119376	Indigo Instruments	724.92
0119160	OCC Food Services	724.84
0119484	MT Walker Co	716.90

0119322	Altaware Inc	708.22
0119272	Dunn Edwards	704.80
0119445	Lionel Caron	700.00
0119473	Alex Igoudin	700.00
0119486	Mutual Liquid Gas & Equipment	693.49
0119185	SCESA	685.00
0119457	Cygnus Business Media Inc	672.00
0119374	Home Depot	671.64
0119500	Sigma-Aldrich Inc	664.40
0119526	Home Depot	662.02
0119026	Wendy Rakochy	660.13
0119169	Professional Plumbing Inc	660.00
0119508	Turning Technologies LLC	659.88
0118878	Cintas First Aid & Safety	655.66
0118964	Beard, Amanda	644.38
0119362	Dell Higher Education	634.98
0119283	Richard Kudlik	634.16
0119262	Kimberly Allen	626.16
0119135	Hoover Printing & Lithography	624.95
0119373	Hire Patriots	600.00
0119450	Costa Mesa Chamber of Commerce	600.00
0118975	AT&T	599.98
0119331	AT&T	598.10
0119388	MKH Electronics Inc	597.63
0118852	Aqua-Clear Water Treatment Specialists Inc	595.00
0118868	Brand Athletics	593.07
0119492	PL Hawn Company Inc	565.44
0118972	AT&T	562.72
0119297	Red-E-Rentals	548.20
0118969	AT&T	545.82
0119202	Thomson West	545.07
0119396	R & L Medical Co	544.60
0119197	Springdale Ace Hardware	540.67
0118973	AT&T	534.45
0119221	OCC Food Services	524.56
0119498	Quinn Power Systems	524.00
0118874	Caston Office Solutions	521.51
0119049	John Varga	507.70
0119087	Austin Hardwoods	499.27
0119326	AT&T	495.58
0119279	Hearlihy	495.15
0119192	Solar Electric Power Assn	495.00
0119406	Solar Electric Power Assn	495.00
0118974	AT&T	488.71
0119375	Hoover Printing & Lithography	482.72
0119138	JK Electronics	482.43



0118999	Fry's Electronics	465.24
0119073	First Health	464.00
0119051	Verizon Wireless	460.04
0118996	Edits	456.92
0119060	World-Wide Fire Inc	452.70
0119112	Datamax O'Neil Printer Supplies	450.86
0119089	Baker & Taylor	450.37
0118920	R & L Medical Co	448.07
0119367	Ewing Irrigation Products	447.17
0119161	OCC Petty Cash	446.67
0118982	Bob's Shade & Linoleum	443.60
0119336	Bill's Camera	441.03
0118900	Home Depot	438.72
0119122	Gale Group	438.14
0119275	Gale Group	437.09
0119183	Saddleback Golf Cars	436.18
0118950	USA Mobility Wireless Inc	431.40
0119047	United Direct Marketing Inc	430.00
0119371	Go With Jo Travel	429.90
0119414	Times Community News %Los Angeles Times	425.00
0119110	Corporate Express	418.66
0119129	Gunther's Athletic Service	413.38
0119029	Richard J Green Productions	400.00
0119166	Clyde Phillips	400.00
0119055	Verizon Wireless	395.21
0118954	Waxie Sanitary Supply	392.49
0119048	US Foodservice	392.34
0119483	Mesa Consolidated Water Dist	391.95
0118899	Henry Schein Inc	389.04
0119488	Office Depot	383.17
0119544	Memorial Prompt Care Medical Group	383.00
0118980	Bio Corp	380.90
0119300	Samy's Camera	371.63
0119485	Mariaala Muelas	369.52
0119535	Adams, Rebecca A.	367.66
0119387	Minuteman Plumbing	365.00
0119463	Gopixel Design Studios Inc	362.50
0119193	South Coast Bobcat Inc	357.22
0119030	Rightway	354.94
0118873	Castagna Awnings	350.00
0119080	Amer Assoc of Respiratory Care	350.00
0119116	Evergreen Environmental	350.00
0119477	Arlene Keith	347.52
0119497	Pyro-Comm Systems Inc	345.00
0118987	CCC Petty Cash	343.73

0119189	Sims-Orange Welding Supply Inc	339.14
0119165	Paton Group	337.86
0119088	Automatic Doors/Don La Force Assn Inc	335.00
0119420	Waxie Sanitary Supply	333.06
0119546	Newport Urgent Care	329.00
0119393	Oxygen Service Co	327.31
0119074	ABC Window Cleaning	325.00
0119410	Storefront Door Repair	325.00
0119261	Vision Service Plan	322.20
0119263	James Almy	321.31
0119443	Business Office Solutions	321.16
0119304	State of Calif/Military Dept (JFTB)	317.00
0119542	Memorial Prompt Care Medical Group	315.00
0119028	Rhino Electric Supply	311.76
0118927	Security Signal Devices	309.25
0119422	Smart & Final	308.70
0119378	Johnstone Supply	307.18
0119250	Granger	302.36
0118885	Dr. Preston Thayer	300.00
0119092	Bee Busters Inc	300.00
0119098	CCCCIO	300.00
0119291	Prado Olympic Shooting Park	300.00
0119440	Bee Busters Inc	300.00
0119448	Louise Comer	300.00
0119503	Dennis Tabor	300.00
0119360	Darche, Svetlana	297.07
0119491	Pick Up Stix Catering	295.01
0119449	Corporate Express	293.87
0119330	AT&T	291.59
0119437	AT&T	291.59
0119318	CCCD Workers Comp Trust Fund	290.56
0119075	ACBO	285.00
0119320	ACBO	285.00
0119536	Beach Emergency Med Assoc	285.00
0119471	HSBC Business Solutions	284.51
0119381	Konica Minolta Business Solutions USA Inc	282.43
0118947	Travel Store Inc	282.00
0119179	Reliable Elevator of OC	280.00
0118905	Maintex	279.73
0119152	Mr B's Lawnmower & Saw Shop	278.97
0118911	OC Register	275.60
0119287	OC Register	275.60
0119141	La Femme	274.51
0119137	JD Lock & Key	274.38
0119155	Newport Exterminating	269.50
0119097	Carmen's Uniforms Inc	269.11

0119516	Wall Street Journal	268.30
0119292	Professional Indexes & Files	266.68
0119284	Longstreth Sporting Goods Inc	263.75
0119329	AT&T	260.91
0119266	Carroll Promotions Inc	260.86
0118985	Calif Commercial Lighting	260.22
0118855	AT&T	258.02
0119545	Newport Urgent Care	254.00
0119509	Turning Technologies LLC	253.21
0119108	Community College Facility Coalition	250.00
0118912	OC Wholesale Flowers	248.37
0118871	Calif Pro Sports	242.59
0119211	VWR International Inc	241.78
0119501	Sims-Orange Welding Supply Inc	240.21
0119149	Medical Processor Services	240.00
0119469	Home Depot	238.82
0119044	truWest Inc	235.13
0119115	Eberhard Equipment	235.02
0119148	Medco Supply Co	234.73
0118901	James Publishing Inc	231.20
0119404	Smardan Supply Co- Orange Coast	229.15
0119366	Evergreen Environmental	226.50
0119100	CCCD Foundation	225.00
0119101	CCCD Foundation	225.00
0119102	CCCD Foundation	225.00
0119103	CCCD Foundation	225.00
0119104	CCCD Foundation	225.00
0119105	CCCD Foundation	225.00
0119338	CCCD Foundation	225.00
0119339	CCCD Foundation	225.00
0119340	CCCD Foundation	225.00
0119341	CCCD Foundation	225.00
0119342	CCCD Foundation	225.00
0119343	CCCD Foundation	225.00
0119344	CCCD Foundation	225.00
0119345	CCCD Foundation	225.00
0119346	CCCD Foundation	225.00
0119347	CCCD Foundation	225.00
0119348	CCCD Foundation	225.00
0119349	CCCD Foundation	225.00
0119350	CCCD Foundation	225.00
0119351	CCCD Foundation	225.00
0119352	CCCD Foundation	225.00
0119353	CCCD Foundation	225.00
0119053	Verizon Wireless	224.48
0119018	Power Systems Inc	223.25

0119401	Brenda Shine	223.21
0118959	Stater Brothers	221.32
0119158	Nextel Communications	219.10
0119058	Western Farm Service	217.61
0118933	Signs Etc	215.50
0119199	Storefront Door Repair	215.00
0119121	FRS Environmental	214.50
0119468	Jacqueline Hils-Williams	208.85
0119117	Ewing Irrigation Products	208.34
0119090	Banc of America Leasing	206.65
0119184	SC Sign & Supply LLC	204.73
0119402	Shred Confidential Inc	200.81
0119005	Irvine Invitational Field Tournament	200.00
0119313	Dept of Social Services	200.00
0119025	Qosmedix	196.12
0119128	Green Technology	195.00
0119188	Sigma-Aldrich Inc	194.77
0119213	Water Factory	194.14
0118891	Foundation for Critical Thinking	193.96
0118917	Portacraft Inc	193.95
0119045	Unifirst Corp	191.22
0119480	Giselle Lloyd	190.00
0119499	Patricia Scarfone	190.00
0119033	Smardan Supply Co- Orange Coast	188.58
0119142	Lab Safety Supply	187.18
0119368	Fisher Scientific	185.17
0119043	Toshiba Business Solutions	184.19
0119114	DM Color Express Inc	183.18
0119496	Public Economics Inc	182.50
0119364	Dunn Edwards	179.24
0119363	Delta Biologicals	178.44
0119507	Turf Star Inc	178.10
0119280	Henry Schein Inc	176.08
0119207	USA Mobility Wireless Inc	175.83
0119077	Airgas West Inc	175.22
0119456	Cummins Allison Corp	174.61
0118856	AT&T	174.33
0118970	AT&T	174.01
0119506	The Shredders	172.00
0119126	Graybar Electric	170.28
0119409	Sterling Art	170.09
0119465	GWC Student Health Center	168.00
0118864	Battery Systems	164.52
0119389	MT Walker Co	162.50
0119216	Wilco Supply	161.04
0119288	OC Register	159.78

0118919	Provantage Corp	159.40
0118948	Truc Par Co	159.34
0119001	Graybar Electric	158.52
0119466	Franca Hamber	158.20
0119403	Signs Etc	157.32
0119163	Office Equipment Finance Services	155.64
0118870	Builders Security Locks & Ser	151.93
0119208	Verizon California	145.08
0118946	Karen Tran	143.65
0119541	Memorial Prompt Care Medical Group	141.00
0119543	Memorial Prompt Care Medical Group	141.00
0119038	Suburban Water Systems	140.20
0118907	Lillian Matthews	137.11
0119082	American Red Cross	135.00
0119143	LT Enterprises	135.00
0118940	The Gas Company	130.16
0118853	AT&T	128.96
0119086	AT&T	128.62
0118894	Ganahl Lumber Co	125.45
0118925	Saddleback Golf Cars	124.60
0118935	Thomas Snyder	122.78
0119136	Hub Auto Supply	121.22
0118983	Buddy's All-Star Inc	120.68
0119493	Power Systems Inc	120.52
0119458	Adriana Das	119.45
0119290	Office Depot	116.34
0119278	Hanks Electrical	114.96
0118976	AT&T	113.74
0118931	Siemens Water Technologies Corp	112.20
0119418	VWR International Inc	112.18
0118995	Constructive Playthings	110.07
0119276	Gaylord Bros Inc	109.57
0119212	Wards Natural Science	109.13
0119006	JK Electronics	108.22
0119474	Iron Mountain Records Mgmt	106.68
0119517	Jocelyn Wang	104.45
0119419	Wards Natural Science	103.08
0119415	USA Mobility Wireless Inc	102.16
0119181	Ricoh Business Systems Inc	101.02
0119298	Rhino Electric Supply	100.68
0119385	Meyer Distributing Co	100.47
0119127	Greater Alarm Co Inc	100.00
0119369	Foundation/Calif Comm Colleges	100.00
0119370	Foundation/Calif Comm Colleges	100.00
0118926	Seal's Health Care	99.50
0119417	Vivitar Security Systems Inc	99.00

0118938	Kathy Strube	96.40
0118930	Shred-It	95.00
0119424	Western Exterminator Co	94.50
0119425	Western Exterminator Co	94.50
0119061	Wright, Stan	94.47
0118965	Alert Services Inc	93.19
0118934	Smardan Supply Co- Orange Coast	91.17
0119470	Horizon	90.63
0118922	Rhino Electric Supply	89.21
0119094	Burke Engineering	88.76
0119037	Striplin, Ken	88.65
0119309	Western Exterminator Co	88.00
0119310	Western Exterminator Co	88.00
0118998	Federal Express Corp	87.84
0119036	Stater Brothers	86.43
0119324	AT&T	85.56
0119460	Eversoft	85.12
0119358	Community College Internal Auditors	85.00
0119111	Crown Ace Hardware	84.87
0119447	Coast Community College District	83.66
0119335	Bernan Associates	82.00
0118997	Eversoft	81.64
0118936	Southern Calif Edison Co	80.89
0118990	Cintas First Aid & Safety	78.40
0119273	Eberhard Equipment	75.61
0119482	Ted Marcus	75.51
0119054	Verizon Wireless	75.27
0119174	Region VIII EOPS Directors	75.00
0119175	Region VIII EOPS Directors	75.00
0119176	Region VIII EOPS Directors	75.00
0119177	Region VIII EOPS Directors	75.00
0119178	Region VIII EOPS Directors	75.00
0119277	GNR	74.51
0119057	Waxie Sanitary Supply	73.27
0119091	Battery Systems	73.23
0119462	Federal Express Corp	72.98
0118986	Campus Career Counselor Llp	69.00
0119187	Sehi Computer Products Inc	68.28
0119534	Adams, Dwight R	67.97
0118953	Wards Natural Science	67.63
0119078	Alan's Lawnmower & Garden Ctr Inc	65.98
	Computerized Assess & Placement Progs/CAPP	
0118993	A	65.34
0119446	Chronicle of Higher Education	65.00
0119004	Hub Auto Supply	64.96
0118962	C2 Reprographics	64.94

0119327	AT&T	64.76
0118854	AT&T	62.69
0119164	Oriental Trading Co Inc	61.79
0119312	Noreen Yoshida-Peer	60.32
0118858	AT&T	60.18
0119041	The Irvine Co/CBC III-V	60.00
0119269	Thomas Chambers	58.68
0119434	AA Equipment	58.13
0118956	Sandra Whiteside	58.07
0119390	MWB Business Systems	56.00
0119050	Verizon California	55.97
0119325	AT&T	53.68
0119519	Western Exterminator Co	52.50
0118863	Barnes & Noble Inc	51.71
0118890	Fisher Scientific	50.96
0118941	The Gas Company	50.80
0118906	Vesna Marcina	50.00
0119405	Smog & Gas of Costa Mesa	50.00
0119521	Working Wardrobes	50.00
0118968	AT&T	48.18
0119438	AT&T	48.03
0119139	JW Pepper & Son Inc	47.68
0119021	Prudential Overall Supply Co	47.48
0119293	Prudential Overall Supply Co	47.48
0118978	Beaird, Helen	46.41
0118955	Western Exterminator Co	44.50
0119355	CDWG	41.25
0119023	Prudential Overall Supply Co	41.20
0119024	Prudential Overall Supply Co	41.20
0119081	Amer Council on Education	40.00
0119222	Smart & Final	39.81
0119095	Calif Dept of Education	38.22
0118979	Bernan Associates	38.00
0119308	Karen Tran	37.98
0119223	Xerox Corp	37.24
0119513	Verizon California	36.58
0118991	Clark Security Products	35.62
0119027	Regal Awards	34.44
0119173	Regal Awards	34.44
0119512	Verizon California	34.15
0118862	Baker & Taylor	33.49
0119019	PrePak Products Inc	30.37
0119059	Women Helping Women	30.00
0119132	Dale Harguess	27.55
0118924	Romantic Homes	26.95
0119010	Larry's Building Materials	26.56

0119472	Hub Auto Supply	25.99
0119013	Medco Supply Co	25.92
0119002	Henry Schein Inc	25.86
0119399	Safety 1st Pest Control Inc	25.00
0118904	Juxtapoz	24.95
0119124	GNR	24.65
0119299	Ricoh Business Systems Inc	23.71
0119461	Ewing Irrigation Products	23.37
0118850	Amico Scientific Corp	22.30
0119170	Prudential Overall Supply Co	21.30
0119065	Grainger	20.59
0118879	Carolyn Clausen	19.88
0118883	Demco Inc	19.25
0119384	Medco Supply Co	19.03
0119056	VWR International Inc	18.88
0119511	USA Mobility Wireless Inc	18.81
0119020	Prudential Overall Supply Co	17.81
0119525	Yosemite Water	17.25
0119435	Alan's Lawnmower & Garden Ctr Inc	17.20
0118960	USA Mobility Wireless Inc	16.76
0119093	Cynthia Berry	16.00
0119295	Prudential Overall Supply Co	15.68
0118971	AT&T	15.50
0119085	AT&T	15.50
0119328	AT&T	15.50
0119332	AT&T	15.50
0119022	Prudential Overall Supply Co	15.18
0119294	Prudential Overall Supply Co	15.18
0119133	Nancy Hill	15.00
0119282	Home Depot	14.92
0119064	Tracy Young	14.86
0119118	Federal Express Corp	13.05
0119186	Seal's Health Care	12.50
0118943	Theodore Robins Ford	10.98
0119411	The Gas Company	10.94
0119180	Rhino Electric Supply	10.33
0118895	Ronald Gates	10.00
0118909	Jonathan Nguyen	10.00
0119120	Colleen Fitzgerald	10.00
0119203	Chau Tran	10.00
0118860	AT&T	8.78
0119423	USA Mobility Wireless Inc	8.38
0118849	Academic Senate	8.07
0119109	Constellation New Energy Inc	7.68
0118886	EBSCO Subscription	6.28
0118865	Better Homes & Gardens Magazine	5.99



0119274	Federal Express Corp	5.87
0118866	Bishop Company	5.41
0119150	Moore Medical, LLC	4.13
0119017	OCE'	3.15
0119271	Crown Ace Hardware	2.58
0119394	Physicians Sales & Service	1.63
<b>Total</b>		<b><u>\$ 3,815,116.66</u></b>

## Draft Agenda Item

### 3.06.03 Check List for General Obligation Bond Fund

Meeting: 10/01/2008 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

#### Agenda Item Content



CheckApprovalBond10-1-08.pdf

#### Additional Administrative Content

Created on 09/12/2008 at 04:24 PM by CCGDBudge. Last update on 09/24/2008 by Jodi Rodriguez

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0119430	Sturgeon General Inc	59,175.00	420283
	OCC Campuswide Landscape Project		
0119428	Digital Networks Group Inc	55,604.89	420206
	OCC Upgrd Lewis Ctr Applied Science		
0119530	Haworth Inc	44,986.57	420340
	GWC Health Sci Expand Nursing Facility		
0119235	Gafcon Inc	32,576.88	420340
	GWC Health Sci Expand Nursing Facility		
0119245	TYR Inc	16,288.00	420340
0119246	TYR Inc	14,176.00	420316
0119314	Digital Networks Group Inc	12,832.00	420206
0119225	Bob's Shade & Linoleum	9,257.90	420348
0119315	Northcott Painting Company	8,550.00	420348
0119426	AM Associates	7,500.00	420997
0119226	C2 Reprographics	6,438.35	420241
0119239	MTGL	5,839.70	420241
0119232	Digital Networks Group Inc	5,524.37	420206
0119233	Edwards Service	5,400.00	420249
0119241	Northcott Painting Company	5,265.00	420348
0119243	SunGard Higher Education Inc	5,220.00	420912
0119229	Dept of General Services	4,100.00	420101
0119529	Consilien LLC	4,050.00	420912
0119531	MTGL	3,303.50	420222
0119231	Dept of General Services	2,872.62	420206
0119224	Allscape	2,500.00	420233
0119240	Newson Brown Acoustics LLC	2,400.00	420348
0119228	Coast Construction	2,279.00	420207
0119237	ModSpace	2,262.78	420399
0119244	Treesmith Enterprises Inc	2,200.00	420206
0119238	Moss Co	1,661.59	420253
0119532	SunGard Higher Education Inc	1,601.15	420912
0119528	CEM Lab	992.00	420206
0119427	C2 Reprographics	903.01	420207
0119429	Division of State Architect	832.38	420306
0119236	Mobile Mini Inc	563.80	420316
0119242	Rhino Electric Supply	443.68	420331
0119234	Egan	387.00	420206
0119227	CEM Lab	307.00	420206
0118961	C2 Reprographics	43.30	420101
0119230	Dept of General Services	33.18	420206

Total

\$ 328,370.65



**4.01 Authorization to Enter Agreements - Coastline Community College**

Meeting: 10/01/2008 Regular Meeting  
 Category: 4. Action Items  
 Agenda Type: Action  
 Public Access: Yes

**Agenda Item Content**

**1. Authorization to Approve a Memorandum of Understanding with the Commanding Officer, Naval Construction Battalion Center, Gulfport, Mississippi and the Coast Community College District (Coastline Community College) to Acquire and Operate a National Test Center for College-Level Examination Program® (CLEP® eCBT) and Internet-based DSST® Testing Programs at Naval Construction Battalion Center, Gulfport, Mississippi**

After review by the College President, District Risk Services, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to approve the MOU between Commanding Officer, Naval Construction Battalion Center, Gulfport, Mississippi and Coast Community College District (Coastline Community College) to provide the guidelines to operate a "restricted" national test center for CLEP® eCBT and Internet-based DSST® testing programs to military and civilian personnel at Naval Construction Battalion Center, Gulfport, Mississippi. The term of the MOU will extend from the date signed by both parties and shall remain in effect for a period of three years. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign this MOU. (See National Test Center-Gulfport Attachment #8)

**Fiscal Impact:** Expenses not to exceed \$15,000; A standard test administration fee of \$20 per test shall be paid for each test administered.

**2. Authorization to Approve an Agreement with Time Warner Cable/Joint Forces Training Base in Los Alamitos and Coast Community College District (Coastline Community College) for Telecommunication Services at the Base**

After review by the College President, the Vice Chancellor of Administrative Services, and District Risk Services, it is recommended by the Chancellor that authorization be given to approve the agreement between Time Warner Cable/Joint Forces Training Base and Coast Community College District (Coastline Community College) for telecommunication services at the Orange County One-Stop Center's satellite office at the Los Alamitos Joint Forces Training Base. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign this Agreement. (See Los Alamitos Base Attachment #9)

**Fiscal Impact:** Not to exceed \$45,000 per year for telecommunication cost to be paid with Workforce Investment Act funds.

**4.02 Authorization to Enter Agreements - Golden West College**

Meeting: 10/01/2008 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content****1. Authorization to Approve an Amended Standard Agreement Between the Coast Community College District (Golden West College) and the Commission on Peace Officer Standards and Training to Remove the Legal Update Online Pilot Course and Reduce the Online Streaming Hosting**

After review by the College President, the Vice Chancellor Administrative Services, and District legal counsel, Rutan and Tucker, it is recommended by the Chancellor that authorization be given to approve an amended standard agreement between the Coast Community College District (Golden West College) and the Commission on Peace Officer Standards and Training to Remove the Legal Update Online Pilot Course and Reduce the Online Streaming Hosting. The agreement is effective 07/01/08 – 06/30/09.

**Fiscal Impact:** Reduction of original agreement from \$397,642 to \$260,000 with the amendment.

**2. Authorization to Approve a Renewal Standard Memo of Understanding Between the Coast Community College District (Golden West College) and the El Viento Foundation to Create Educational Pathways for Oak View Community Students to Attend GWC and Other Colleges and Universities**

After review by the College President, the Vice Chancellor Administrative Services, and District legal counsel, Rutan and Tucker, it is recommended by the Chancellor that authorization be given to approve a renewal standard memo of understanding between the Coast Community College District (Golden West College) and the El Viento Foundation to Create Educational Pathways for Oak View Community Students to Attend GWC and Other Colleges and Universities. The agreement is effective 07/01/08 – 06/30/09.

**Fiscal Impact:** GWC will fund the benefit package for the El Viento Foundation employees NTE \$12,000 per employee totaling \$24,000 annually. This amount will be paid on July 1 of each year with the provision that if the contract is terminated at any time, the \$240,000 will be refunded on a prorated basis for the balance of the fiscal year.

**Additional Administrative Content**

### **3. Authorization to Approve an Agreement between FableVision and the Coast Community College District (Coastline Community College) to Design and Produce Interactive Games for the OLLI Language Acquisition Project**

After review by the College President, the Vice Chancellor of Administrative Services, and District legal counsel, Rutan and Tucker, it is recommended by the Chancellor that authorization be given to approve the Agreement between FableVision and Coast Community College District (Coastline Community College) to design and produce interactive casual games for learning for the Open Learning Language Initiative (OLLI) game-based language acquisition courses. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign this Agreement (See FableVision Agreement #15)

**Fiscal Impact:** No cost to District. Funded by a grant received from the William and Flora Hewlett Foundation

### **4. Authorization to Enter Into a Service Provider Agreement between the Los Angeles Division of Time Warner Cable and Coast Community College District (Coastline Community College)**

After review by the College President and the Vice Chancellor of Administrative Services, it is recommended that authorization be given to enter into a Service Provider Agreement between the Los Angeles Division of Time Warner Cable with offices located at 12031 Industry Street, Garden Grove, CA 92841 ("TWC") and Coast Community College District (Coastline Community College). Subject to the terms and conditions of this Agreement, TWC shall provide customer with a dedicated Point-to-Point circuit connection between Customer's data network located at 11460 Warner Avenue, Fountain Valley, CA 92708 and 10200 Slater Avenue, Fountain Valley, CA 90720 and 12901 Euclid Street, Garden Grove, CA 92840 and the TWC facilities located at 16945 Bushard Avenue, Fountain Valley, CA 92708 and the Huntington Beach, A Hub. The term of this Agreement is from October 5, 2008 through October 4, 2010. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign this Agreement. (See Time Warner Cable Agreement #16)

**Fiscal Impact:** \$ 45,720 (\$1,905 paid monthly for 24 months)



National Test Center Gulfport.pdf Los Alamitos Base Agreement.pdf FableVision Agreement.pdf TIME WARNER AGREEMENT.pdf

**Additional Administrative Content:**

Created on 09/27/2009 at 09:24 PM by Laure Swanson. Last updated on 09/24/2009 by Uddi Rodriguez.

**4.03 Authorization to Enter Agreements - Orange Coast College**

Meeting: 10/01/2008 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Action  
Public Access: Yes

**Agenda Item Content**

**1. Authorization to Enter Into a Non-Standard Agreement between the Coast Community School District (Orange Coast College) and First Class Vending, Inc. to Serve as the Exclusive Vendor on the Orange Coast College Campus**

After review by the College President and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a non-standard agreement between the Coast Community College District (Orange Coast College) and First Class Vending, Inc. to serve as the exclusive vendor on the Orange Coast College campus for a period of 24 months commencing from October 1, 2008. (See Attachment #10)

It is further recommended that the Chancellor or the Vice Chancellor of Administrative Services be authorized to sign the agreement.

**Fiscal Impact:** District shall be paid a commission of 25% of the monthly gross receipts, after payment of any applicable sales tax, California redemption value, and refunds.

**2. Authorization to Enter Into a Non-Standard Agreement between the Coast Community School District (Orange Coast College) and Data Fusion Technologies, Inc. for the Purpose of Offering Scheduling Software (Jigsaw) Specific to the College's Scheduling Requirements with Unlimited Use of the Licenses**

After review by the College President and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a non-standard agreement between the Coast Community College District (Orange Coast College) and Data Fusion Technologies, Inc. for the purpose of offering scheduling software (Jigsaw) specific to the college's scheduling requirements with unlimited use of the licenses. (See Attachment 11)

It is further recommended that the Chancellor or the Vice Chancellor of Administrative Services be authorized to sign the agreement.

**Fiscal Impact:** Two campus-wide annual renewals April 2009-March 2011 to be paid in two installments of \$8,295 on the 1<sup>st</sup> of April, 2009 and 2010 for a total of \$16,590.

**3. Authorization to Enter into a Non-Standard Agreement between the Coast Community College District (Orange Coast College) and VMWare, Inc. for the Purpose of Offering Software to Students**



After review by the College President and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a non-standard agreement between the Coast Community College District (Orange Coast College) and VMWare, Inc. for the purpose of offering software to students enrolled in the Convergence Technology and Network Administration programs as requested by the company for three years from the date of signing, October 2, 2008. (See attachment #12)

It is further recommended that the Chancellor or the Vice Chancellor of Administrative Services be authorized to sign the agreement.

**Fiscal Impact:** None. Membership in the program is free to eligible colleges.



OCC Enterprise Agreement.pdf



Orange Coast Enterprise Purchase Agreement.pdf



Vending Machine Contract.pdf



VMware Academic Program Registration Agreement.pdf

#### Additional Administrative Content

Created on 09/12/2008 at 04:24 PM by Synnne Minton. Last update on 09/24/2008 by Jodil Rodriguez.

**4.04 Authorization to Enter Agreement - District**

Meeting: 10/01/2008 Regular Meeting  
 Category: 4. Action Items  
 Agenda Type: Information  
 Public Access: Yes

**Agenda Item Content:**

**1. Authorization to Enter into an Agreement between HealthFax, Inc., and the Coast Community College District for Flu and Pneumonia Immunization Clinics**

After review by the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for the Coast Community College District to enter into an agreement with HealthFax, Inc., to provide flu and pneumonia vaccinations for all benefit-eligible employees and retirees. Vaccinations will be administered on the following dates at the following locations:

October 13, 2008	Coastline College
October 15, 2008	Orange Coast College
October 20, 2008	Golden West College
October 31, 2008	District Office

The cost of the influenza vaccination will be \$21.00 per individual. The Coast Community College District Wellness Committee will pay \$11.00 toward the \$21.00 charge. The cost for the pneumonia vaccination will be \$50.00 for each employee with no contribution by the District's Wellness Committee. (See attachment # 14).

**Fiscal Impact:** NTE \$5,000.00 (District Wellness Funds)

**2. Authorization for Golden West College to Enter into an Agreement with ACCENT Travel Contractor for a Summer 2009 Short-term Study Abroad Program in London, England**

After review by the Dean of Social Sciences and the President of Golden West College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in London, England Study Abroad Program during summer 2009. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

David Moore, Golden West College, will serve as faculty. Authorization to conduct the summer in London, England Study Abroad Program was given on May 7, 2008. It is recommended that the Chancellor or the Vice Chancellor, Administrative Services and the Associate Vice Chancellor, Educational Services be authorized to sign the agreement.

**Fiscal Impact:** No replacement costs for faculty assigned to the program. All payments by trip

participants for travel services shall be made to the travel contractor. Travel contractor shall account to CCCD for the total cost of the trip.

### **3. Authorization for Orange Coast College to Enter into an Agreement with ACCENT Travel Contractor for a Summer 2009 Short-term Study Abroad Program in Paris, France**

After review by the Dean of Literature and Languages and the President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in Paris, France Study Abroad Program during summer 2009. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Lia Raileanu, Orange Coast College, will serve as faculty. Authorization to conduct the summer in Paris, France Study Abroad Program was given on May 7, 2008. It is recommended that the Chancellor or the Vice Chancellor, Administrative Services and the Associate Vice Chancellor, Educational Services be authorized to sign the agreement.

**Fiscal Impact:** No replacement costs for faculty assigned to the program. All payments by trip participants for travel services shall be made to the travel contractor. Travel contractor shall account to CCCD for the total cost of the trip.



HealthFax Contract 2008.pdf

**Additional Administrative Content:**

**Action Agenda Details:**

**Motion:**

Created on 09/17/2007 at 04:24 PM by CCCD Admin. Last updated on 09/24/2008 by Jodi Rodriguez

4.05 Buildings and Grounds

Meeting: 10/01/2008 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Action  
Public Access: Yes

Agenda Item Content



BuildingsAndGrounds1001.pdf

Additional Administrative Content

Created on 09/12/2008 at 04:21 PM by CCCDBEC; Last updated on 09/24/2008 by CCCDBEC

**1. Authorization for Change Orders No. 9; District Administration Building, Bid No. 1920**

After review by the Facilities Coordinator and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Change Orders No. 9 to the District Administration Building, Bid No. 1920 as described in the Change Order document attached to each Trustee's agenda. (See Attachment #17)

These changes are necessary for the following reasons:

Reed Thomas Co. – Package A – Earthwork and Grading

1. Closeout Credit for Allowances <\$ 7,724>

Contract Amount: \$693,000 (C.O. 7: 9% Increase; C.O. 9: 1% Decrease)  
Total Change Orders: \$54,802 (8% Increase)

Prizio Construction – Package D – Concrete

1. Closeout Credit for Allowances <\$ 806>

Contract Amount: \$4,016,502 (C.O. 1: .6% Increase; C.O. 2: 1% Increase;  
 C.O. 9: .02% Decrease)  
Total Change Orders: \$84,973 (2% Increase)

Tri-Citi Electric – Package H – Electrical/Fire Alarms/Low Voltage Systems

1. Closeout Credit for Allowances <\$ 9,555>

Contract Amount: \$3,277,000 (C.O. 1: .01% Increase; C.O. 3: 7% Decrease;  
 C.O. 5: .4% Increase; C.O. 9: .3% Decrease)  
Total Change Orders: <\$244,755> (7% Decrease)

Williams Mechanical, Inc. – Package J – Plumbing

1. Closeout Credit for Allowance <\$13,497>

Contract Amount: \$387,500 (C.O. 3: 3.9% Increase; C.O. 4: 2.1% Increase;  
 C.O. 5: 1.6% Increase; C.O. 9: 3% Decrease)  
Total Change Orders: \$16,263 (4% Increase)

Haitbrink Asphalt Paving – Package S – Asphalt

1. Closeout Credit for Allowances <\$21,604>

Contract Amount: \$548,691 (C.O. 1: .3% Decrease; C.O. 2: 1% Decrease;  
 C.O. 9: 4% Decrease)  
Total Change Orders: <\$45,825> (8% Decrease)

**Fiscal Impact:** <\$53,186> (Measure C - General Obligation Bond)  
 Master Plan Approved Project  
 Replacement of District Temporary Structures  
 District Administrative Office Building

## 2. Authorization to File Notice of Completion

It is recommended that authorization be given to file a Notice of Completion on the following projects in compliance with Public Contract Code 7107 allowing for substantial completion by the public agency, or its agent (architect) of the work of improvement. Upon acceptance by the Chancellor or Vice Chancellor of Administrative Services, a Notice of Completion will be filed with the County of Orange Clerk Recorder's Office. Thirty-five (35) days after filing of the Notice of Completion and public notification to all subcontractors, the District is authorized to pay fees due, accepting all work and/or materials as satisfactorily completed by the contractors. In the event of a dispute between the District and the Contractor, the District may withhold from the retention an amount not to exceed 150 percent of the disputed amount.

Bid No. 1941; OCC Information Technology Building Upgrade of Mechanical Controls

Contractor: Pardess Air, Inc.

## 3. Authorization for Addendum No. 5; Bundy-Finkel Architects; Orange Coast College Sailing Center Upgrade

After review by the Orange Coast College Vice Chancellor of Administrative Services, Director of Facilities and Planning and the Vice President of Administrative Services, it is recommended by the Chancellor that authorization be given to accept Addendum No. 5 for additional architectural services for the Orange Coast College Sailing Center Upgrade.

The scope of service is to include the following tasks:

- |    |   |         |
|----|---|---------|
| 1. | Modify construction documents for windows or skylights and height change of retaining wall and DSA approval.              | \$2,990 |
| 2. | Finalize design on revisions to restroom, low-voltage and digital information and outlets and lighting in workshop areas. | \$3,325 |
| 3. | Additional reimbursable expenses.   | \$ 150  |

It is further recommended that the Chancellor or the Vice Chancellor of Administrative Services be authorized to sign the addendum to the agreement.

**Fiscal Impact:** \$6,465 (General Obligation Bond Fund/Measure C)

Master Plan Approved Project  
OCC Upgrade Sailing Center  
ADA & Women's Locker Room

## 4.06 Personnel Action Item

Meeting: 10/01/2008 Regular Meeting  
 Category: 4. Action Items  
 Agenda Type: Information  
 Public Access: Yes

## Agenda Item Content

**1. Authorization to Approve Salary Schedule Increases**

After review by the Vice Chancellor for Human Resources, it is recommended by the Chancellor that the Board of Trustees approve a 2.73% increase to the following 2008-2009 employee salary schedules to become effective Fall 2008,

<u>Schedule</u>	<u>Employee Group</u>
AA	Faculty (CFE/AFT)
QQ	Counselors (CFE/AFT)

(This salary increase represents a formula as COLA percentage rounded to the nearest 0.5% plus  $\frac{1}{2}$  of a growth percentage plus 1.00%) COLA .68% rounded to 1.0% plus 0.73% growth plus 1.00% additional District funds totaling 2.73%.

Additionally, it is further recommended by the Chancellor that the Board of Trustees approve a 2.11% increase to the following 2008-2009 employee salary schedules to become effective July 1, 2008.

<u>Schedule</u>	<u>Employee Group</u>
BB	Part-time Faculty (CCA)
DD	Educational Managers
EE	Classified Staff (CFCE)
GG	Classified Managers
JJ	Confidential
L2	Vice Chancellors, Presidents

(This salary increase represents a formula as COLA percentage rounded to the nearest 0.5% plus  $\frac{1}{2}$  of a growth percentage plus 1.00%) COLA .68% rounded to 1.0% plus 0.73% growth plus 0.38% additional District funds totaling 2.11%.

**Fiscal Impact:** \$3,294,262

**2. Authorization to Approve B-1 Salary Schedule (Parity Funds) for 2008-09**

Fiscal year 2001-02 was the first year Coast Community College District received parity funds for part-time faculty from the State Chancellor's Office. These funds must be spent to improve parity with full-time faculty. For fiscal years 2001-02 and 2002-03, these funds were distributed as a lump-sum payment to part-time faculty. As the funding continued, the District and the



Part-Time Faculty Union agreed to put these funds on a schedule based on the availability of future funding.

When parity funds are approved in the Governor's State Budget, they are added to the B-1 salary schedule as a percentage increase. This is in addition to the regular B schedule for part-time faculty. Reconciliation of funds received and spent must take place at the end of the fiscal year before developing the B-1 salary schedule for the upcoming year.

Due to the late budget from Sacramento for 2008-09, a few problems have arisen for the District in determining the actual percentage for the B-1 schedule, payment to employees, and reconciliation of prior year parity funds.

Parity funds for Coast Community College District are \$1,584,432 and remain constant since 2001-02. These funds have not increased or provided COLA for all these years.

Based on the 2008-09 allocation of \$1,584,432 and reconciliation of 2007-08, parity funds will provide 2.98% salary increase for part-time faculty for 2008-09. It is recommended by the Vice Chancellor of Human Resources and the Vice Chancellor of Administrative Services that the B-1 salary schedule (parity funds) be created to reflect a 2.98% increase on the B salary schedule for 2008-09 fiscal year.

**Fiscal Impact:** \$1,584,432

**Additional Administrative Content**

Created on Wednesday at 03:50 PM by 000001. Last update on 09/24/2008 by 000001.

**4.07 General Items of Business - Orange Coast College**

Meeting: 10/01/2008 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content****1. Authorization to Conduct a Short-Term Program in Florence, Italy During Summer, 2009**

After review by the Dean of Literature and Languages, it is recommended by the Orange Coast College President that authorization be given to enter into a standard travel contractor agreement to conduct a program in Florence, Italy during summer, 2009. Patricia Scarfone, part-time instructor of Italian, to serve as faculty. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad).

**Fiscal Impact:** No cost to the District. No replacement costs for faculty assigned to the program. All payments by trip participants for travel services shall be made to the travel contractor. Travel contractor shall account to Coast Community College District for the total cost of the trip.

**Additional Administrative Content**

Created on 09/12/2008 at 04:24 PM by Lynnette Minton. Last update on 09/24/2008 by Joel Rodriguez.

**4.08 General Items of Business - District**

Meeting: 10/01/2008 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content****1. Authorization to Contract with Collins & Aikman Floorcoverings, Inc. dba Tandus Specialized Markets Utilizing the Department of General Services, (CMAS) California Multiple Award Schedule Contract 4-08-00-0054C; Golden West College Classroom Upgrade**

Public Contract Code 20652 provides authority for the governing board of any community college district without advertising for bid, the use of other public agencies contracts for the purchase of equipment when the board has determined it to be in the best interest of the district.

Golden West College has been using the Collins & Aikman floor covering product as the campus standard for more than ten years. The Collins & Aikman product has proven to stand up to heavy classroom usage and is easy to install, maintain, repair and/or replace.

After review by the Vice President of Administrative Services, Director of Facilities and Planning and the Vice Chancellor of Administrative Services and in the best interest of the District, it is recommended that the Board of Trustees authorize the Director of Facilities and Planning to issue a purchase order utilizing the CMAS contract to Collins & Aikman Floorcoverings, Inc. dba Tandus Specialized Markets.

**Fiscal Impact:** \$150,000 (District Funds)

**2. Authorization to Continue to Fund, as Recommended, the Retiree Health Benefits Liabilities for the District in Order to Meet the Requirements of GASB 45**

In changing times when the federal government is considering restructuring social security and the state government is looking for options for retirement, the District's responsibility to secure health benefits for all dedicated employees who have worked for the District for many years becomes even more important.

On July 1, 2004, the District hired Total Compensation System, Inc. to perform an Actuarial Study of Retiree Health Benefits Liabilities for Coast Community College District. Based on the study performed, the District had a \$72,675,961 Past Service Liabilities and \$3,179,239 for Active Employees Liabilities starting 2004-05. As of May 1, 2006, the District had a \$70,310,982 Past Service Liabilities and \$2,696,299 for Active Employees Liabilities starting 2006-07. As of May 1, 2008, the District currently has an \$80,045,719 Past Service Liabilities and \$2,976,741 Active Employees Liabilities starting 2008-09.

In order to mitigate these liabilities, the following recommendations are provided:

### Recommendation #1 – Past Service Liabilities

The **Past Service Liabilities** could be funded through the current balance in the fund of approximately \$27.6 million, with ongoing annual savings of KOCE \$1.2 million plus the annual debt payments scheduled to begin in 2009/2010, and land development proceeds up to \$1.0 million. Under this recommendation, beginning 2022-23 there would be sufficient funds set aside to mitigate the **Past Service Liabilities**. After 2021-22 the funds received from the KOCE sale would again be available to the General Fund.

### Recommendation #2 – Active Employee Liabilities

Future ongoing **Active Employee Liabilities** of \$2,976,741 could be funded through 3.0% of contract salaries which began in 2007-08. These funds would go towards funding future **Active Employee Liabilities**.

### Recommendation #3

- Every even numbered year as of July 1 an actuarial study will be performed to assess the District's Retiree Health Benefits Liabilities.
- The actuarial study and an updated plan will be presented to the Board of Trustees for review.
- The District will continue to participate in the CCLC program for investing retiree benefits funds to earn higher return on assets.

These recommendations will not jeopardize any future raises for active staff members. As in the past, our District will strive to provide better salary increases than the State COLA. Our goal is to continue to improve salaries in order to compare favorably to other multi-college districts, as the Board directed.

After review by the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize implementation of the recommendations to mitigate Retiree Health Benefits Liabilities for the District. A copy is attached to each Trustees' Agenda. (See Attachment #6)

**Fiscal Impact:** 3.0% of all contract employee salaries to General Fund. Approximately \$3,000,000 in FY 2008/2009. Future income will fund retiree health benefits liabilities.

**Additional Administrative Comments:**

**Action/Agenda Items:**

**Motion:**

Created on 09/12/2006 at 04:25 PM by COGDA/sve. Last update on 09/25/2008 by Joel Rodriguez.

5.01 Reports Continued

Meeting: 10/01/2008 Regular Meeting  
 Category: 5. Continuation of General Information and Reports  
 Agenda Type: Information  
 Public Access: Yes

Agenda Item Content

1. Report from the Employee Representative Groups
2. Reports from the Presidents
3. Reports from the Board of Trustees
4. Opportunity for the Board to Review the Board Directives Log - (See Attachment)



10-1-08 Board Log.pdf

5. Report on Basic Life and Accidental Death & Dismemberment Insurance for Part-Time Faculty Members (See Attachment 4)
6. Report on the 24 Hour Fitness Membership at the Employee Discount Rate for Part-Time Faculty with  
 Less than 7.5 LHE (See Attachment #5)
7. Consideration of Association of Community College Trustees (ACCT) and California Community Colleges League (CCLC) Meetings and Conferences

October 29 - Nov. 1, 2008	New York City	ACCT Annual Congress
November 3-4, 2008	Sacramento	Board of Governors Meeting
November 20-22, 2008	Hilton Anaheim	CCLC Annual Convention
January 12-13, 2009	Sacramento	Board of Governors Meeting
January 23-24, 2009	Sheraton Sacramento	CCLC Effective Trustee Workshop
January 25-26, 2009	Sheraton Sacramento	CCLC Legislative Conference
February 7-11, 2009	Washington DC	ACCT Legislative Summit
March 2-3, 2009	Sacramento	Board of Governors Meeting
April 17-18, 2009	Sacramento	CCCT Board Meeting
May 1-3, 2009	Double Tree Sonoma	CCLC Annual Trustee Conference
May 4-5, 2009	Lake Tahoe CCD	Board of Governors Meeting
June 19-20, 2009	Sacramento	CCCT Board Meeting
July 13-14, 2009	Sacramento	Board of Governors Meeting
September 14-15, 2009	Sacramento	Board of Governors Meeting
October 6-10, 2009	San Francisco, TBD	ACCT Annual Congress
November 2-3, 2009	City College San Francisco	Board of Governors Meeting

## 8. Review of Board Meeting Dates

October 1, 2008	First Wednesday	(Regular Meeting)
October 15, 2008	Third Wednesday	(Regular Meeting)
November 5, 2008	First Wednesday	(Workshop Meeting)
November 19, 2008	Third Wednesday	(Regular Meeting)
December 10, 2008	Second Wednesday	(Regular/Organizational Meeting)

### 2009 Dates for Review

January 21, 2009	Third Wednesday	(Regular Meeting)
February 4, 2009	First Wednesday	(Regular Meeting)
February 18, 2009	Third Wednesday	(Regular Meeting)
March 4, 2009	First Wednesday	(Regular Meeting)
March 18, 2009	Third Wednesday	(Workshop Meeting)
April 1, 2009	First Wednesday	(Regular Meeting)
April 15, 2009	Third Wednesday	(Service Awards Meeting)
May 6, 2009	First Wednesday	(Regular Meeting)
May 20, 2009	Third Wednesday	(Regular Meeting)
June 17, 2009	Third Wednesday	(Regular Meeting)
July 15, 2009	Third Wednesday	(Regular Meeting)
August 5, 2009	First Wednesday	(Regular Meeting)
August 19, 2009	Third Wednesday	(Regular Meeting)
September 2, 2009	First Wednesday	(Regular Meeting)
September 16, 2009	Third Wednesday	(Regular Meeting)
October 7, 2009	First Wednesday	(Regular Meeting)
October 21, 2009	Third Wednesday	(Workshop Meeting)
November 4, 2009	First Wednesday	(Regular Meeting)
November 18, 2009	Third Wednesday	(Regular Meeting)
December 9, 2009*	Second Wednesday	(Regular/Organizational Meeting)

\*Tentative

**Additional Administrative Content**

**Action Agenda Details**

**Motion:**

Created on: Yesterday at 02:24 PM by Jodi Rodriguez. Last update on: 09/26/2008 by Jodi Rodriguez.

**5.02 Additional Informative Discussion Topics**

Meeting: 10/01/2008 Regular Meeting  
Category: 5. Continuation of General Information and Reports  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

**1. Update on Orange Coast College Accreditation Issues**

At the request of Trustee Jim Moreno, an update and status report is requested from President Dees on the efforts to address the issues raised in the June 30 letter received from the Accrediting Commission for Community and Junior Colleges. This status report is requested in addition to the report of November 19 which will include recommendations and corrective actions.

A copy of the June 30 letter from the Accrediting Commission for Community and Junior Colleges is attached (See attachment #13)

**Additional Administrative Content**

Created on 09/12/2008 at 04:24 PM by Jodi Rodriguez. Last update on 09/24/2008 by Jodi Rodriguez.

**5.03 Review of Buildings and Grounds Reports**

Meeting: 10/01/2008 Regular Meeting  
Category: 5. Continuation of General Information and Reports  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

**Review of Buildings and Grounds Reports**

**Orange Coast College Sailing Center Upgrade (Addition of Women's Locker Room in Boathouse)**

Architects: City Lights Design/BFA  
Programming Phase: February to March 2004  
Working Drawings: April to December 2006  
DSA Approval: December 2007  
Bid Process: January to February 2008  
Construction Start: March 2008  
Funding Source: Measure C General Obligation Bond  
**Project Status: The remodel construction work (Phase II) is underway and on schedule.**

**Orange Coast College Center for Applied Science Renovation**

Architect: LPA Architecture (Construction Manager: Seville Group)  
Est. Construction: July 2007 to August 2008  
Notice to Proceed: July 9 2007  
Funding Source: Measure C General Obligation Bond  
**Status: The College has taken beneficial occupancy of the building while the contractor completes all punch list items.**

**Orange Coast College New Consumer Health & Science Lab Building**

Architect: LPA Architecture  
Final Project Proposal Phase: May 2005  
Programming/Working Drawings: July 2007 to March 2008  
DSA Approval: April to August 2008  
Funding Source: Measure C General Obligation Bond and State Capital Outlay Funds  
**Status: Architect is addressing DSA final comments. The bid documents should be approved by DSA in early October.**

**Golden West College Learning Resource Center**

Architect: Steinberg Group (Construction Manager: URS)  
DSA Approval: March 2008  
Bid Process: Rebid in phases  
Funding Source: Measure C General Obligation Bond  
**Status: The Phase II bid has been awarded. The Phase III bid will be advertised in**



October 2008.

**Golden West College Health Science Building**

Architect: Perkins & Will (Construction Manager: Gafcon)

Est. Construction: July 2007 to July 2008

Notice to Proceed: July 9, 2007

Funding Source: Measure C General Obligation Bond

**Status: The College has taken beneficial occupancy of the building while the contractor completes all the punch list items.**

**Golden West College Energy Project**

ESCO Company: Southland Industries

Construction: January 2007

Est. Completion: 2009

Funding Source: Measure C General Obligation Bond

**Status: The contractor is completing Phase IV of the project and is schedule to finish Phase V and VI by June 2009.**

**District Administration Building**

Arhitect: Bundy Finkel Architects (Construction Manager: C.W. Driver)

Bid Awarded: March 2007 (Multiple Prime Contracts)

Funding Source: Measure C General Obligation Bond and District Funds

Status: Phase II (demolition of old buildings and construction of new parking lot) is underway and should be completed by August 2008.

**Status: Phase II Parking Lot work has been completed. The final landscape work along Adams has been approved by the City of Costa Mesa and will be completed by mid-October.**

**Additional Administrative Content**

**Action Agenda Details**

**Motion:**

Created on 09/12/2008 at 04:24 PM by CCCDBG. Last update on 09/25/2008 by CCCDBG.

**Draft Agenda Item**

**5.04 Review of Proposed Changes to Usage Fees and/or Equipment Policy 04-2-11**

Meeting: 10/01/2008 Regular Meeting  
Category: 5. Continuation of General Information and Reports  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

**1. Review of Proposed Changes to Usage Fees and/or Equipment Policy 04-2-11 (See Attachment #3)**



FacilityRates Rvsd090308.pdf

**Additional Administrative Content**

Created on 09/12/2008 at 04:25 PM by Rickard Kudlik. Last update on 09/17/2008 by Jodi Rodriguez.

**5.05 Review of Quarterly Financial Status Report**

Meeting: 10/01/2008 Regular Meeting  
Category: 5. Continuation of General Information and Reports  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

**Quarterly Financial Status Report**

AB2910 (enacted 3/16/88) requires that the District file a Quarterly Financial Status Report (Form CCFS-311Q) with the State Chancellor's office each quarter. The report contains the CCFS-311Q State Chancellor's Report, a General Fund Financial Status Report and Fund Balance Report for all funds. (See Attachment #2)

**Additional Administrative Content**

Created on 09/12/2008 at 04:25 PM by CCCDAdSys. Last update on 09/17/2008 by Jodi Rodriguez

**Draft Agenda Item**

**Adjournment**

Meeting: 10/01/2008 Regular Meeting  
Category: 6. Adjournment  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

**Additional Administrative Content**

Created on 09/12/2008 at 04:24 PM by Nancy Hill. Last update on 09/13/2008 by Jodi Rodriguez.

**COAST COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES' DIRECTIVES LOG**  
*Prepared by the Manager of Board Operations*

#	Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I = In Progress P = Pending	Comments
1	2/26/08	6A. Examination of the Goals and Situation of the District	Mary Hornbuckle		Planning to occur for additional retreat session with Board, Chancellor, College Presidents, Vice Chancellors, Academic Senate Presidents and Union Presidents	January 21, 2009		
2	8/15/07	2. Update on Project Voyager	Walt Howald	Academic Senate Presidents & College Presidents Vice Chancellor of Admin. Sys.	Report back to the Board on the how the new Banner Software is working after its implementation. Report on Banner's efficiency.	October 1, 2008	I	
3	1/16/08	12. Discussion of District General Legal Counsel	Jim Moreno; 2nd by Mary Hornbuckle	Jerry Patterson/Walt Howald	Committee to discuss and report back to the Board	April 2, 2008	P	
4	2/20/08	Reports from Employee Representative Groups (Barbara Price)	Jerry Patterson; 2nd by Mary Hornbuckle	Vice Chancellor Admin. Svs.	Prepare status report for the Board on these issues:  Life Insurance/Disability/Fitness Program benefits for part time faculty  Provide timeline and narrative of discussions with CCA.  Report to include administration of these benefits and who would be eligible.	October 1, 2008	P	
5	3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2nd Jim Moreno	Vice Chancellor HR	Review of Classified hiring policy	December 10, 2008	I	
							P	

#	Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I = In Progress P = Pending	Comments
6	3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 <sup>nd</sup> Jim Moreno	Vice Chancellor HR	Review of Faculty hiring policy	January 21, 2009	P	
7	3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 <sup>nd</sup> Jim Moreno	Vice Chancellor HR	Review of Management hiring policy	February 18, 2009	P	
8	3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 <sup>nd</sup> Walt Howald	Staff	Revisit Participatory Governance Policies and Procedures	December 10, 2008	P	
9	5/7/08	11. Opportunity to Conduct Annual Policy Review of Student Representative, Board of Trustees	Jerry Patterson; 2 <sup>nd</sup> Walt Howald	Chancellor	Refer this Policy (#Policy 010-2-14, <i>Student Representative, Board of Trustee.</i> ) to the Chancellor, the District Student Council and each college Student Government for their comments and brought back for Board review in October 2008.	October 15, 2008	P	
10	5/7/08	12. Opportunity for Board of Trustees' Review and Discussion of Student Representative Selection Process	Armando Ruiz; 2 <sup>nd</sup> Paul Bunch	Staff	Forward this policy (Policy 010-2-14.1, <i>Student Representative Selection Process</i> ) to the 2008-2009 District Student Council and college Student Governments for review.	October 15, 2008	P	
11	5/7/08	Consent Calendar	Jerry Patterson; 2 <sup>nd</sup> Armando Ruiz	Chancellor & Manager, Board Operations/Asst. to Chancellor	Staff to identify the criteria for determining whether items would be placed in the Action section or the Consent Calendar of the Agenda and report back to the Board.	February 4, 2009	P	
12	7/16/08	8. Opportunity for Board of Trustees' Discussion of GWC	Walt Howald; 2 <sup>nd</sup> Jim Moreno	Associate Vice Chancellor Ed. Svs.	Work with Vice Presidents and Academic Senates at three colleges to coordinate	October 15, 2008	P	

#	Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I = In Progress P = Pending	Comments
		Academic Senate Resolution Advocating for Participatory Governance			curriculum and make recommendations for coordinating grants among the three colleges and the district			
13	8/6/08	2.01 Reports from Academic Senate Presidents	Jerry Patterson; 2 <sup>nd</sup> Walt Howald	Staff	Develop Board Policy relating to Academic Senate Presidents, including reporting structure, defined organizational chart, definition of committee planning structure, and definition of Board of Trustee responsibilities in relation to the Academic Senate	November 5, 2008		
14	8/6/08	5.01 Reports	Walt Howald; 2 <sup>nd</sup> Jerry Patterson	College Presidents & Associate Vice Chancellor Ed. Svs.	Progress report on Accreditation status from the District and each of the three colleges	November 19 Status Report; Final report due January 21, 2009		
15	8/6/08	5.01 Reports	Jerry Patterson; 2 <sup>nd</sup> Walt Howald	Associate Vice Chancellor Ed. Svs.	Request that items regarding Accreditation be sent to Board Members immediately in the future and create a Reading File in the Board Office.	Ongoing		
16	9/17/08	Item 4, District Agenda Item #1: "Provide full, helpful, and District-wide coordinated customer service, including course registration, support services, counseling for rapid program completion,	Jim Moreno; 2 <sup>nd</sup> Walt Howald	Board President; Chancellor	Set November 19, 2008 Board Meeting as a Study Session to discuss District Agenda Item #1, "Provide full, helpful, and District-wide coordinated customer service, including course registration, support services, counseling for rapid program completion, technology, assistance with transfers, and common course	November 19, 2008		

#	Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I = In Progress P = Pending	Comments
		technology, assistance with transfers, and common course numbering throughout the District."			numbering throughout the District."			
17	9/17/08	Item 4, District Agenda #5: "Develop shared trust and vision among trustees, Board and chancellor."	Mary Hornbuckle; 2 <sup>nd</sup> Jim Moreno	Board President; Manager, Board Operations/Asst. to Chancellor	Set February 21 or 28, 2009 as a Board Retreat to discuss District Agenda Item #5, "Develop shared trust and vision among trustees, Board and chancellor." Retrieve presentation materials from Pasadena City College & Check availability of facilitator			
18	9/17/08	Item 7, Recruitment and Staffing Data for Faculty	Jim Moreno; 2 <sup>nd</sup> Mary Hornbuckle	Staff	Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually	Further discussion by June 2009		
19	9/17/08	Item 4, District Agenda		Chancellor & Staff	2. Identify and build alternative local revenue sources in foundations, corporations, land use, and elsewhere.	2008-2010		
20	9/17/08	Item 4, District Agenda		Chancellor	3. Capture all the above in Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	February 18, 2009		
21	9/17/08	Item 4, District Agenda		Chancellor & College Presidents &	4. Create meaningful and implemented policies and procedures for program review	April 1, 2009		



#	Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I = In Progress P = Pending	Comments
				Associate Vice Chancellor Educational services	(academic and administrative), based on carefully surveyed and monitored District educational needs, student learning outcomes enrollment, overall effectiveness addressing all accreditation issues cited in the 2008 Team Report, and best use of limited resources among the three colleges and District Office.			
22	9/17/08	Item 4, District Agenda		Chancellor & Vice Chancellor of Human Resources	6. Prepare a succession plan for faculty, staff, and administration, based on careful identification of estimated dates of retirement and field of work—and tied into District educational needs and program review. Included are training programs to develop future leaders from among those in the District's employ.	July 15, 2009		
23	9/17/08	Item 4, District Agenda		Chancellor	7. In line with the prior task, refine and advance the relationships among the three colleges and District Office, including creation of District-wide governance bodies and assumption of a more directive and active role for the Chancellor's Office. The result will be active coordination of the District's various components. While the District still will work through its three colleges, the Chancellor's Office also will play a far more	2008-2009 Final report March 2009		

#	Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I = In Progress P=Pending	Comments
					significant role in helping the colleges to collaborate, respond to local need, and allocate funding accordingly.			

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

CHANGE THE PERIOD 

Fiscal Year: 2007-2008  
Quarter Ended: (Q4) Jun 30, 2008

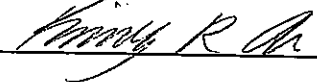
District: (830) COAST

Your Quarterly Data is ready for certification.  
Please complete the fields below and click on the 'Certify This Quarter' button

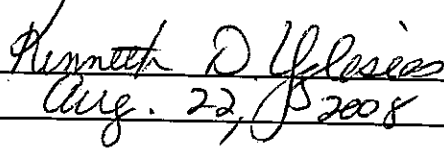
### Chief Business Officer

CBO Name: Kimberly Allen

CBO Phone: Use format 999-555-1212  
714-438-4654

CBO Signature:   
Date Signed: \_\_\_\_\_

Chief Executive Officer Name: Kenneth D. Yglesias

CEO Signature:   
Date Signed: Aug. 22, 2008

Electronic Cert Date:

### District Contact Person

Name: Cheryl Blocker

Title: District Accounting Manager

Telephone: Use format 999-555-1212  
714-438-4658

Fax: Use format 999-555-1212  
714-438-4874

E-Mail: cblocker@mail.cccd.edu

**Certify This Quarter**

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511  
Send questions to Kuldeep Kaur, (916) 327-6818 [kkaur@cccco.edu](mailto:kkaur@cccco.edu)

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# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q VIEW QUARTERLY DATA

CHANGE THE PERIOD ☐

Fiscal Year: 2007-2008

Quarter Ended: (Q4) Jun 30, 2008

District: (830) COAST

As of June 30 for the fiscal year specified

Line	Description	Actual 2004-05	Actual 2005-06	Actual 2006-07	Projected 2007-2008
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	156,977,308	166,716,969	186,667,206	190,014,290
A.2	Other Financing Sources (Object 8900)	8,003,113	34,228	11,182	2,448
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	164,980,421	166,751,197	186,678,388	190,016,738
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	159,156,912	157,609,140	170,280,324	188,498,979
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,877,373	1,885,423	6,728,540	6,710,980
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	162,034,285	159,494,563	177,008,864	195,209,959
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	2,946,136	7,256,634	9,669,524	-5,193,221
D.	Fund Balance, Beginning	8,860,639	11,806,914	19,125,024	28,794,304
D.1	Prior Year Adjustments + (-)	139	61,476	-245	-3
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	8,860,778	11,868,390	19,124,779	28,794,301
E.	Fund Balance, Ending (C. + D.2)	11,806,914	19,125,024	28,794,303	23,601,080
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	7.3%	12%	16.3%	12.1%

**II. Annualized Attendance FTES:**

G.1	Annualized FTES (excluding apprentice and non-resident)	34,216	30,433	34,781	35,614
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**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

As of the specified quarter ended for each fiscal year

	2004-05	2005-06	2006-07	2007-2008
Cash, excluding borrowed funds				32,139,264

H.1					
H.2	Cash, borrowed funds only				0
H.3	Total Cash (H.1+ H.2)	21,113,728	21,515,922	34,214,686	32,139,264

## IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	<b>Revenues:</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	185,565,889	186,904,004	190,014,290	101.7%
I.2	Other Financing Sources (Object 8900)	0	0	2,448	
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	185,565,889	186,904,004	190,016,738	101.7%
J.	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	184,791,467	190,904,602	188,498,979	98.7%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	4,631,840	24,793,705	6,710,980	27.1%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	189,423,307	215,698,307	195,209,959	90.5%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	-3,857,418	-28,794,303	-5,193,221	
L	Adjusted Fund Balance, Beginning	28,794,304	28,794,304	28,794,301	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	24,936,886	1	23,601,080	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	13.2%	0%		

## V. Has the district settled any employee contracts during this quarter?

NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:						
Year 1:						
Year 2:						
Year 3:						

View Quarterly Data - CCFS-311Q (Quarterly Financial Status Report)

b. BENEFITS:								
	Year 1:							
	Year 2:							
	Year 3:							

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed?

This year?  
Next year?

NO  
NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

**Coast Community College District**

**Fourth Quarterly Report**

**2007-2008**

**All Funds**

<b>Fund</b>	<b>General</b>	<b>Child Development</b>	<b>GO Bond</b>	<b>Capital Outlay</b>	<b>Insurance Services</b>	<b>N/R Reimb Operations</b>	<b>Total</b>
Assets	45,972,752	515,194	144,776,632	6,848,068	35,774,072	2,518,922	236,405,640
Due To System Posting	0	0	0	0	0	0	0
Liabilities	22,371,672	515,192	5,777,261	1,142,279	716,383	2,518,922	33,041,709
Due To/From System Posting	0	0	0	0	0	0	0
Fund Balance	<u>23,601,080</u>	<u>2</u>	<u>138,999,371</u>	<u>5,705,789</u>	<u>35,057,689</u>	<u>0</u>	<u>203,363,931</u>
Beginning Balance	28,794,304	11,813	213,155,803	4,717,600	28,420,319	0	275,099,838
Income							
Adopted Budget	213,304,597	991,153	9,000,000	7,574,748	39,738,000	12,416,186	283,024,684
Actual	218,181,978	1,327,086	8,148,115	13,429,471	38,440,666	13,230,134	292,757,449
%	102.29%	133.89%	90.53%	177.29%	96.74%	106.56%	1
Expenses							
Adopted Budget	242,098,900	1,002,964	222,155,803	12,292,348	31,362,000	12,416,186	521,328,201
Actual	223,375,198	1,338,897	82,304,546	12,441,281	31,803,296	13,230,134	364,493,353
%	92.27%	133.49%	37.05%	101.21%	101.41%	106.56%	1
Suspense Clearing	0	0	0	0	0	0	0
Accrual Adjustments	-4	0	0	0	0	0	-4
Audit Adjustments	0	0	0	0	0	0	0
Fund Balance	<u>23,601,080</u>	<u>2</u>	<u>138,999,371</u>	<u>5,705,789</u>	<u>35,057,689</u>	<u>0</u>	<u>203,363,931</u>

# Coast Community College District Financial Status Report

## Fourth Quarterly Report Fiscal Year 2007/2008

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9110	CASH IN COUNTY TREASURY	32,448,325	-4,962,625	27,485,700
9120	CASH IN BANKS	0	1,676,586	1,676,586
9125	CASH COLLECTN AWAITG DEPOSIT	1,501,353	1,210,646	2,711,999
9130	REVOLVING CASH FUND	265,008	-29	264,979
9150	INVESTMENTS	79	0	79
9160/9169	ACCOUNTS RECEIVABLE	11,051,803	1,646,872	12,698,675
9170	DUE FROM OTHER FUNDS	1,207,959	-87,774	1,120,185
9220	PREPAID EXPENSES	17,138	-2,589	14,549
9230	PREPAID EXPENSE/MID-MONTH	1,426	-1,426	0
<b>Total Assets</b>		<b>46,493,091</b>	<b>-520,339</b>	<b>45,972,752</b>

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9510	ACCOUNTS PAYABLE	2,422,934	432,882	2,855,816
9511	MISC ACCRUALS YR-END	4,887,145	793,812	5,680,957
9512	DEPOSIT REFUNDABLE	13,522	-13,423	99
9514	ACCRUED PAYROLL PAYABLES	177,944	366,349	544,293
9519	ACCTS PAYABLE ACCRUALS	0	389,080	389,080
9520	DUE TO OTHER FUNDS	4,980,286	-782,433	4,197,853
9540	DEFERRED INCOME	4,421,819	3,479,029	7,900,848
9541	CAPITAL LEASES	0	3,523	3,523
9550	SUMMER PAY WITHHELD	48,432	2,706	51,138
9552	CALIF USE TAX PAYABLE	4,387	2,221	6,608
9555	CA NON-RESIDENT W/H PAYABLE	862	-862	0
9571	ACCRUED VACATION	741,457	0	741,457
<b>Total Liabilities</b>		<b>17,698,788</b>	<b>4,672,884</b>	<b>22,371,672</b>



<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9711	NON-DESIGNATED FUND BALANCE			
9712	YEAR END APPROPRIATIONS	28,794,304	0	28,794,304
9713	ACCOUNTS RECEIVABLE ADJUSTMTS	0	0	
9714	ACCOUNTS PAYABLE ADJUSTMENTS	0	-4	-4
		0	0	
		<u>28,794,304</u>	<u>-4</u>	<u>28,794,300</u>
	Fund Balance as of July 31, 2007			
	Plus Total Revenues			28,794,300
	Less Total Expenditures			218,181,978
9910	Less Suspense Clearing			223,375,198
9918	Less Suspense A Payroll			0
9919	Less Suspense B Payroll			0
	Fund Balance as of June 30, 2008			0
				<u>23,601,080</u>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
		1,067,655	761,799
8120	HIGHER EDUCATION ACT	6,160,182	4,607,776
8130	WORKFORCE INVESTMENT ACT	124,252	124,252
8140	TANF-TRANSITIONL ASSIST TO NEEDY FAMILIES	2,010,220	1,902,332
8170	VOC&APPLIED TECH EDUCATION ACT	310,610	186,379
8199	OTHER FEDERAL REVENUE	<u>9,672,919</u>	<u>7,582,538</u>
<b>Sub Total</b>	<b>8100 FEDERAL REVENUE</b>		
		73,000,000	75,459,253
8612	STATE GENERAL APPORTIONMENT	1,734,653	1,793,101
8619	OTHER GENERAL APPORTIONMENTS	3,401,847	3,401,847
8622	EXTENDED OPPORTUNITY PROG &SVS	2,849,918	2,849,918
8623	DISABLED STUDENTS PROGRAMS&SVS	801,573	786,412
8624	CALWORKS	338,357	195,385
8625	TELE TECH INFRASTRUCTURE PROG TTIP	8,706,699	7,452,740
8629	OTHER CATEGORICAL APPORTIONMT	0	0
8651	COMM COLL CONSTRUCTION ACT	5,153	4,897
8653	INSTRUCTIONAL IMPROVEMENT GRT	136,769	136,769
8654	MIDDLE COLLEGE	1,188,006	937,651
8659	OTHER CATEGORICAL PROGRAMS	800,000	730,208
8672	HOMEOWNERS PROPERTY TAX RELIEF	0	0
8673	TIMBER YIELD TAX	5,252,654	5,366,675
8681	STATE LOTTERY PROCEEDS	0	0
8682	STATE MANDATED COSTS	<u>98,215,629</u>	<u>99,114,856</u>
<b>Sub Total</b>	<b>8600 STATE REVENUE</b>		
		73,500,000	74,943,000
8811	DISTRICT TAXES - SECURED ROLL	5,200,000	3,340,022
8812	DISTRICT TAXES-SUPPLEMNTL ROLL	3,500,000	3,364,969
8813	DISTRICT TAXES-UNSECURED ROLL	2,000,000	2,953,879
8816	DISTRICT TAXES-PRIOR YEAR	0	-1,320,254
8817	EDU REVENUE AUGUMENTATION FUND	1,000,000	1,407,630
8831	CONTRACT INSTRUCTION	110,000	100,623
8840	SALES	1,314,500	1,853,555
8850	RENTALS	1,400,000	1,509,731
8861	INTEREST & INVESTMENT INCOME		

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8871	CHILD DEVELOPMENT SERVICES	485,000	493,089
8874	ENROLLMENT FEES	10,000,000	10,420,672
8876	HEALTH FEES	1,440,816	1,221,660
8877	INSTRUCT MATERIAL FEES	753,606	786,628
8879	STUDENT RECORDS	210,000	272,506
8880	NON RESIDENT TUITION	4,619,236	6,386,455
8881	PARKING FEES	1,706,821	1,643,204
8889	OTHER STUDENT FEES	44,500	-255,775
8892	TELECOURSE REVENUE	2,488,115	500,000
8893	PARKING FINES	396,000	440,977
8899	OTHER LOCAL INCOME	1,229,500	1,419,568
<b>Sub Total</b>	<b>8800 LOCAL REVENUE</b>	<b>111,398,094</b>	<b>111,482,137</b>
8912	SURPLUS PROPERTY SALES	0	2,448
8914	GAIN ON SALE OF ASSESTS	0	0
8981	INTERFUND TRANSFERS	0	0
<b>Sub Total</b>	<b>8900 OTHER FINANCING SOURCES</b>	<b>0</b>	<b>2,448</b>
	<b>TOTAL REVENUE</b>	<b>219,286,642</b>	<b>218,181,978</b>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
1100	INSTRUCTORS REG CONTRACT	36,569,281	36,106,246
1200	NON-INSTRUCTNL REG CONTRACT	15,585,891	15,245,055
1300	INSTRUCTORS HOURLY	20,391,127	26,965,428
1400	NON-INSTRUCTNL HOURLY	3,090,433	3,106,516
<b>Sub Total</b>	<b>1000 CERTIFICATED SALARIES</b>	<b>75,636,732</b>	<b>81,423,245</b>
2100	NON-INSTR CLASSIF REG CONTRACT	45,736,779	42,603,846
2200	INSTR CLASSIF REG CONTRACT	3,906,289	3,682,649
2300	NON-INSTRUCTIONAL, HOURLY	6,814,363	7,931,764
2400	INSTRUCTIONAL HOURLY	1,400,396	1,710,809
<b>Sub Total</b>	<b>2000 CLASSIFIED SALARIES</b>	<b>57,857,827</b>	<b>55,929,069</b>
3000	EMPLOYEE BENEFITS	1,738,009	-27,370
3100	STRS-STATE TEACHERS RETIREMENT	4,173,875	6,144,754
3200	PERS-PUBLIC EMPLOYEES RETIREMENT	5,013,590	4,912,082
3300	OASDI-OLD AGE/SURVIVORS/DISABILITY INS	4,750,967	5,080,094
3400	HEALTH & WELFARE BENEFITS	16,376,822	15,739,601
3500	STATE UNEMPLOYMENT INS	53,606	68,743
3600	WORKERS COMPENSATION INS	1,780,710	2,344,335
3700	LOCAL RETIREMENT SYSTEM	11,075,432	11,005,421
3900	OTHER BENEFITS	0	0
<b>Sub Total</b>	<b>3000 STAFF BENEFITS</b>	<b>44,963,011</b>	<b>45,267,659</b>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
4200	OTHER BOOKS		
4300	INSTRUCTNL SUPPLIES	26,892	14,637
4400	MEDIA SUPPLIES	6,311,896	4,758,800
4600	FUEL, OIL & REPAIR PARTS	25,034	14,074
4900	OTHER SUPPLIES	514,084	472,068
<b>Sub Total</b>	<b>4000 BOOKS, SUPPLIES &amp; MATERIALS</b>	<u>0</u>	<u>0</u>
		<u>6,877,906</u>	<u>5,259,579</u>
5000	INDIRECT EXPENSE CHARGEBACK		
5100	PERSONAL AND CONSULTANT SERVICES	382,277	0
5200	TRAVEL AND CONFERENCES	1,485,629	880,838
5300	DUES AND MEMBERSHIP	955,960	595,138
5400	INSURANCE	368,050	274,256
5500	UTILITIES	1,600,065	1,119,354
5600	RENT, LEASES AND REPAIRS	5,364,829	5,388,782
5700	LEGAL, ELECTION AND AUDIT EXPENSES	7,961,447	6,227,340
5800	OTHER OPERATING EXPENSES AND SERVICES	1,630,734	1,166,932
5900	OTHER	7,054,091	5,292,455
<b>Sub Total</b>	<b>5000 CONTRACT SERVICES, OPERATING EXPENSES</b>	<u>1,621,822</u>	<u>9,990</u>
		<u>28,424,904</u>	<u>20,955,085</u>
6100	SITE IMPROVEMENTS		
6200	BUILDING IMPROVEMENTS	69,414	89,265
6300	BOOKS (NEW)	128,754	75,711
6400	EQUIPMENT AND LEASE PURCHASE	192,280	171,553
<b>Sub Total</b>	<b>6000 CAPITAL OUTLAY</b>	<u>6,576,464</u>	<u>5,377,439</u>
		<u>6,966,912</u>	<u>5,713,968</u>
7300	INTERFUND TRANSFER OUT		
7500	STUDENT FINANCIAL AID	5,875,158	6,698,225
7600	OTHER PAYMENTS TO OR FOR STUDENTS	152,343	139,424
7900	RESERVE FOR CONTINGENCIES (BUDGET ONLY)	2,375,598	1,988,944
<b>Sub Total</b>	<b>7000 OTHER OUTGO &amp; RESERVES</b>	<u>18,950,554</u>	<u>0</u>
		<u>27,353,653</u>	<u>8,826,593</u>
	<b>TOTAL EXPENDITURES</b>	<u>248,080,945</u>	<u>223,375,198</u>



**BUSINESS OPERATIONS**

(Real Property, Facilities, and Equipment)

040\_2\_1.1  
 Approved 09/18/85  
 Revised 09/07/89  
 Revised 04/05/94  
 Revised 09/11/96  
 Revised 06/25/97  
 Revised 07/20/05  
 Revised XX/XX/XX

**Usage Fees for Facilities and/or Equipment****COASTLINE--GOLDEN WEST--ORANGE COAST--DISTRICT**

All facility requests are processed through the individual campuses. User fees listed below are in addition to staffing fees (\$40.00 per staff per hour). Rates listed are all per hour. All equipment and personnel requests are coordinated through the following offices: Coastline Administrative Services; Golden West Administrative Services and Community Services; Orange Coast Maintenance & Operations and Bursar's Office, **District Administrative Services.**

**CLASSROOMS**

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
up to 50	\$25.00	\$35.00
up to 100	35.00	45.00
up to 150	40.00	50.00
up to 210	50.00	65.00
up to 400	130.00	175.00
Lab Classroom	40.00	50.00
Computer Center/Lab	80.00	105.00

**PARKING LOTS (4 hour minimum)**

Per space	2.00	4.00
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**GYMNASIUM & RELATED**

NON-PROFIT      COMMERCIAL

Additional deposit required for damages or unusual clean-up. Amount to be determined by campus personnel. Full or partial refund will be returned following inspection of facility after event has occurred.

Small Gym Floor	\$100.00	\$155.00
Large/Main Gym Floor	150.00	235.00
Dance Room	50.00	90.00
Strength/Fitness Lab	75.00	140.00
Foyer Area	35.00	45.00
Weight Room	75.00	140.00
Locker Room (per room)	45.00	80.00
Aerobics Room	45.00	80.00
Cardio Lab	45.00	80.00
Biddle Field	45.00	80.00

**BUSINESS OPERATIONS**  
Real Property, Facilities, and Equipment)

040-2-1.1  
cont'd

**ATHLETIC FIELDS**

NON-PROFIT      COMMERCIAL

Track	\$75.00	\$140.00
Soccer	75.00	140.00
Practice Soccer	45.00	80.00
Softball Fields	115.00	165.00
Utility Fields	\$45.00	\$80.00
Baseball Field	115.00	165.00
Par Course	115.00	165.00
Practice Football	45.00	80.00

**TENNIS/OUTDOOR COURTS**

NON-PROFIT      COMMERCIAL

Tennis (per court)	\$15.00	\$20.00
Volleyball/Basketball	35.00	45.00
Handball (GWC only, per court)	15.00	20.00

**POOL**

Renter provided certified lifeguard – required.

Locker rooms additional charge.

Pool

NON-PROFIT      COMMERCIAL

	\$80.00	\$115.00
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**OTHER FEES – ATHLETICS**

Other fees not included in basic usage fee: One rate for Non-Profit and Commercial

1. Microphone	\$10.00/hr
2. P.A./Stereo	40.00/hr
3. Scoreboard	40.0000/hr
4. Event Markers	40.00/hr

**LEBARD STADIUM (4 hour minimum)**

NON-PROFIT      COMMERCIAL

(No services)		
School games	\$ 400.00	
CIF Playoffs	600.00	
Non-profit Use	750.00	
Commercial Use		\$1,500.00
Football Practice	275.00	

Locker Rooms, Utility Fields, Strength Lab, Handball 101 (classroom), and Training Room additional fees.  
Staffing at \$40.00 per person per hour. Lighting \$250.00.

**LEBARD STADIUM - PARTIAL DAY USE RATES**

(One rate for both Non-Profit and Commercial)

Stadium and Field House

1. Use of Stadium and Field House where wear and tear would occur to the facility: (i.e. football, soccer or rugby practice, etc.)
  - a. First hour: \$400
  - b. Each additional hour: \$180 (not to exceed 3 hours)
  - c. Labor costs not included. Staffing at \$40.00 per person per hour.



**BUSINESS OPERATIONS**

Real Property, Facilities, and Equipment)

040-2-1.1

cont'd

2. Use of Stadium and Field House where no wear and tear would occur to the facility: (i.e. team pictures, commercial shoots, etc.)

- a. First hour: \$180
- b. Each additional hour \$60 (not to exceed 3 hours)
- c. Labor costs not included. Staffing at \$40.00 per person per hour

**OCC HORTICULTURE GARDENS**

Garden

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$90.00	\$120.00

**OCC QUAD**

Quad

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$90.00	\$120.00

**OCC STUDENT CENTER**

Conference rooms

Lounge

Main cafeteria floor area

Captain's Table

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$15.00	\$20.00
90.00	120.00
135.00	190.00
90.00	120.00

**GWC COLLEGE CENTER**

Cafeteria (4 hour min)

Meetings and Seminars

Dances

College Center Patio

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$115.00	\$165.00
150.00	235.00
35.00	45.00

**GWC COMMUNITY CENTER**

Room 102 (Dining Room)

With Kitchen Fee

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$35.00	\$75.00
15.00	20.00

**OCC DRAMA LAB**

Lab

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$165.00	\$235.00

**OCC ART GALLERY**

Main Gallery

Children's Gallery

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$100.00	\$165.00
50.00	75.00

**OCC ART CENTER**

Foyer

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$115.00	\$165.00

**OCC FACULTY HOUSE**

Lounge

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$35.00	\$75.00

**GWC QUAD**

Quad

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$90.00	\$120.00

**GWC AMPHITHEATER**

Theater

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$145.00	\$250.00

**BUSINESS OPERATIONS**

Real Property, Facilities, and Equipment)

040-2-1.1

cont'd

**GWC THEATER (4 hour minimum)**NON-PROFIT      COMMERCIAL

Arrangements must be made a minimum of six (6) weeks in advance of the event to execute a contract determining the technical assistance and equipment needed.

Performance	\$200.00	\$300.00
Rehearsal	145.00	250.00

Basic usage fees include:

1. Main floor (340 seats)
2. Front and side stages
3. (1) Technical Coordinator (required)
4. (1) House Manager (required-performance only)
5. (30) lights - flat lighting plot
6. (2) dressing rooms - mens/ladies
7. (1) cashier's booth
8. (1) microphone on stand or podium
9. (1) tape deck and use of Theater sound system

Other fees not included in basic usage fee: One rate for Non-Profit and Commercial

1. Technical coordinator (overtime)	\$45.00/hr
2. Fly crew person	35.00/hr
3. Lighting instruments	10.00/instrument
4. Wireless microphone system	450.00/day
5. Sound technician	40.00/hr
6. Lighting technician	40.00/hr
7. Stage technician	35.00/hr
8. Spot light technician	30.00/hr
9. Cashier	25.00/hr
10. Spot light	100.00/4 hrs
11. Stage Manager (required-to be provided by renter)	
12. Ushers (4 required-to be provided by renter)	

**GWC STAGE WEST**NON-PROFIT      COMMERCIAL

Arrangements must be made a minimum of six (6) weeks in advance of the event to execute a contract determining the technical assistance and equipment needed.

Performance	\$100.00	\$145.00
Rehearsal	75.00	80.00

Basic usage fees include:

1. Full use of facility
2. 4-hour use of house
3. (1) technician

Other fees not included in basic usage fee:

1. Additional staff
2. Custodial (hourly basic)

**BUSINESS OPERATIONS**

Real Property, Facilities, and Equipment)

040-2-1.1

cont'd

**GWC RECORDING STUDIO**

In no case will the Recording Studio be used without employing GWC Studio Engineers. The Recording Studio will be available only to in-district and non-profit groups.

Usage fee for in-district use and other schools in the community, including Studio Engineer's fee:  
Studios A and B \$80.00/hr

Usage fees for non-profit groups only (not available for commercial use):  
Studio A \$100.00/hr  
Studio Engineer 50.00/hr

Studio B 75.00/hr  
Studio Engineer 50.00/hr

**ROBERT B. MOORE THEATRE/OCC (4 hour minimum)**NON-PROFIT      COMMERCIAL

Arrangement must be made a minimum of six (6) weeks in advance of the event to execute a contract determining the technical assistance and equipment needed.

BASIC LECTURE	\$150.00	\$225.00
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1. Mid stage, apron
2. House (916 seats)
3. One technician
4. Six (6) lighting instruments
5. One (1) dressing room (if available)
6. Ticket booth
7. Two (2) microphones, stands, cables, tape or CD playback
8. House sound system (Board, EQ, speakers, amps)

BASIC MUSIC - SMALL BAND	\$250.00	\$350.00
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1. Mid stage
2. House (916 seats)
3. Two (2) technicians
4. Sixty-two (62) lighting instruments
5. Two (2) dressing rooms (if available)
6. Ticket booth
7. Sixteen (16) microphones, stands and cable, tape or CD playback
8. House sound system (Board, EQ, speakers, amps, etc.)

BASIC MUSIC ORCHESTRA	\$300.00	\$450.00
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1. Full stage
2. House (916 seats)
3. Two (2) technicians
4. Sixty (60) lighting instruments
5. Orchestra shell
6. Chairs, stands, platforms
7. Two (2) dressing rooms (if available)
8. Ticket booth

**BUSINESS OPERATIONS**

Real Property, Facilities, and Equipment)

040-2-1.1

cont'd

BASIC DANCE CONCERT/VARIETY SHOW	\$300.00	\$450.00
1. House (916 seats)		
2. One hundred twenty-eight (128) lighting instruments		
3. Two (2) technicians		
4. Two (2) dressings rooms (if available)		
5. Ticket booth		
6. Six (6) microphones, stand and cables, tape or CD playback		
7. House sound system (Board, EQ, speakers, amps, etc.)		

Other fees not included in basic usage fee: One rate for Non-Profit and Commercial

1. Staff technician (overtime)	\$45.00/hr
2. One hour manager (overtime)	35.00/hr
3. Lighting instruments	10.00/instrument
4. Wireless microphone system	60.00 per channel
5. Spot light	100.00/4 hrs

**EQUIPMENT RENTAL CHARGES - PER DAY  
CCC-GWC-CCC**

Overhead	\$10.00
96" x 96" Tripod Screen	5.00
Caramate	15.00
Lecternette	15.00
Microphone/Cable	10.00
Date Projector	75.00
25" Color TV/VHS/Cart	40.00
Stereo Cassette Player	10.00
PA System/Portable Speak Mic	50.00
LCD Projector	100.00
Pianos (Requires tuning each way [one for stage and one for rental] paid by user)	
Upright	150.00 or current cost of tuning
Grand	200.00 or current cost of tuning

Extra Charges - Prevailing hourly rates (minimum \$40.00 per person per hour) including fringe benefits will be assigned.

1. Projectionist
2. AV technician
3. Lifeguards
4. Locker room attendant
5. Special security
6. Scoreboard operations
7. Extra custodial
8. Security
9. Stage hands - special set-ups
10. Food service workers
11. Any other school employees required to work

**BUSINESS OPERATIONS**  
Real Property, Facilities, and Equipment)

040-2-1.1  
cont'd

**BOATHOUSE RENTAL FEES/OCC**

		<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Entire facility	Full Day	\$2,000.00	\$5,000.00
	Half Day	1,500.00	2,000.00
Ground level areas including 100 linear feet of dock space (excluding lower bays)			
	Full Day	\$600.00	\$1,000.00
	Half Day	400.00	750.00
Upstairs bayview classroom (maximum (50) persons) day/eves.			
	Full Day	\$250.00	\$500.00
	Half Day	150.00	350.00
Upstairs bayview classroom (maximum (125) persons) day/eves.			
	Full Day	\$450.00	\$650.00
	Half Day	300.00	450.00
Conference Room-Water view (12 people)			
	Full Day	\$200.00	\$400.00
	Half Day	125.00	250.00
Kitchen usage half or full day			
		\$50.00	\$75.00

**NOTE:**

Half day is four hours or less; anytime between 7 a.m. and 5 p.m.  
Full day is more than four hours; anytime between 7 a.m. and 5 p.m.  
Evening is anytime between 6 p.m. and 11 p.m.  
Weekend and weekday rates are the same.

**DISTRICT CONFERENCE/BOARD ROOMS (4 hour minimum)**

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Room A (A120-02) – Seats 14	\$120.00	\$150.00
Room D (B230-06) – Seats 8	100.00	125.00
Room E (B220-01) – Seats 14	120.00	150.00
Room F (B200-01) – Seats 16	140.00	175.00
Room G (B210-06) – Seats 8	100.00	125.00
Room H (B200-07)* – Seats 20	160.00	200.00
Room I (C310-07) – Seats 20	140.00	175.00
Board Room* – Seats 180**	600.00	750.00

All conference rooms and Board room are available only during District business hours between 8:00 a.m. and 5:00 p.m. Rooms are not available on weekends or District holidays.

\* Projector and screen available for use in these rooms. Additional staffing charges will apply.

\*\* Arrangement must be made a minimum of ten (10) business days in advance of the event to execute a contract determining the technical assistance needed.

## **BUSINESS OPERATIONS**

(Real Property, Facilities, and Equipment)

040\_2\_1.2  
Approved 09/03/86  
Revised 07/20/05

### **RESTRICTED USE OF DISTRICT SERVICES, FACILITIES, OR EQUIPMENT BY DISTRICT EMPLOYEES**

No employee of the Coast Community College District shall use any shop or laboratory facility or equipment of the District (excluding recreational facilities) on personal projects or for personal benefit unless such use has been approved by the administration in charge as making a contribution to the educational program, or unless the employee is enrolled in the program as a student. Employees shall pay the established rate, if any, for services offered by any instructional program the same as would students or members of the community. Any work or services performed for any employee shall be done only when consistent with the current instructional objectives of the particular program and if the performance of that same work or service is available to students or members of the community.

### **ORANGE COAST COLLEGE AND GOLDENWEST COLLEGE PHYSICAL EDUCATION**

#### **Facility Usage by District Employees**

#### **During Staffed Hours:**

All employees are welcome to use physical education facilities to work out during staffed hours with the permission of the supervising instructor.

#### **During Non-staffed Hours:**

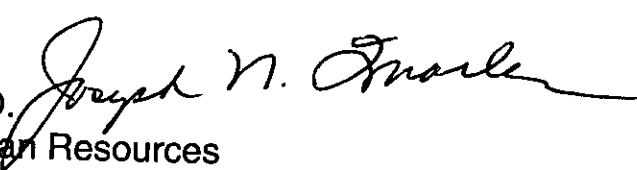
OCC/GWC physical education staff with key access to department facilities may use such facilities and supervise the use by other OCC/GWC staff members with the approval of the Physical Education and Athletics Dean. Non-staff individuals may **not** use such facilities without the written approval of the Dean.

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**MEMORANDUM**

**DATE:** August 14, 2008

**TO:** Ken Yglesias, Ed.D.  
Chancellor  
  
Board of Trustees

**FROM:** Joseph N. Quarles, Ed.D.   
Vice Chancellor for Human Resources

**RE:** Basic Life and Accidental Death and Dismemberment  
Part-Time Faculty with Less than 7.5 LHE

---

The Board of Trustees asked that staff investigate the cost of Basic Life Insurance for our part-time faculty members who teach for less than 7.5 LHE. Attached are the marketing results for CCCD Basic Life and Accidental Death & Dismemberment for Part-time Faculty, provided by Ms. Vickie West, Vice President, Alliant Insurance Services. Ms West is the third party administrator for the District's benefits program.

Please note that ING has extended two options. Option 1 assumes the part-time faculty with less than 7.5 LHE will be rated with all other part-time faculty; Option 2 assumes that part-time faculty with less than 7.5 LHE will be rated separately. The total cost of option 1 is \$78,188, and the total cost of option 2 is \$82,848.

We are not aware of any District that provides life insurance benefits for part-time faculty with less than a fifty percent (50%) assignment. Salary and Benefits are within the scope of negotiations and should be addressed during the negotiations process. Coast CCA has the opportunity for two reopeners in 2008-09 and has indicated the desire to negotiate the entire agreement in 2009 -10. It would be appropriate to address Life Insurance for its unit members at that time.

It is also worth noting that, when comparing with our Orange County counter-parts, who also do not pay life insurance benefits, data reflects that although life insurance is not provided, more of our dollars go to part-time faculty salaries (see attached table - Part-Time Faculty Salaries).

It is our recommendation that this benefit not be funded at this time. Minimally, the fiscal impact would be \$78,188 per year ongoing.





# COAST COMMUNITY COLLEGE DISTRICT

## BASIC LIFE AND AD&D - PART TIME FACULTY BENEFITS

Effective May 1, 2008

Basic Life and AD&D Benefits		ING Option 1		ING Option 2	
Eligibility: Class 1*		Any part-time instructor who is currently teaching a class or is in an active status with the District		Any part-time instructor who is currently teaching a class or is in an active status with the District	
Life and AD&D Benefits: Class 1		\$25,000		\$25,000	
Benefit Reduction Formula		Age	% of Original Benefit	Age	% of Original Benefit
		70	50%	70	50%
Accelerated Death Benefit		50% of Life Benefits if less than 12 Month Life Expectancy		50% of Life Benefits if less than 12 Month Life Expectancy	
Waiver of Premium		Included		Included	
		Option 1		Option 2	
Rate Guarantee		2 Year		2 Year	
Insurance Volume - PT Faculty		\$21,575,000		\$21,575,000	
Basic Life Rate per \$1,000		\$0.282		\$0.300	
Basic AD&D Rate per \$1,000		\$0.020		\$0.020	
Combined Rate		\$0.302		\$0.320	
MONTHLY PREMIUM		\$6,516		\$6,904	
ANNUAL PREMIUM		\$78,188		\$82,848	

Option 1 - Assumes that PT Faculty members will be rated with and added onto the current basic life plan.

Option 2 - Assumes that PT Faculty members are rated separately from the current basic life plan.

**\*Please note that all members must be active employees of the District as of the effective date of the plan. ING will not establish coverage for any part-time members who are not actively working for the District.\***

Note: This summary is for informational purpose only. It does not amend, extend, or alter the current policy in any way. In the event information in this summary differs from the Plan Document, the Plan Document will prevail.

## Part-Time Faculty Salary

OC District	Lowest Step	Highest Step	Max Starting Step	Notes
Coast	\$1,035.00	\$1,439.00	\$1,119.00	
North Orange	\$919.82	\$1,091.75	Step 0	Max starting Step 0- \$919.82 (I) - \$963.63 (II) - \$1009.39 (III)
Rancho	\$931.14	\$1,077.84	\$1,026.54	
South Orange	\$881.00	\$1,057.00	\$1,057.00	Based on <u>2006-2007</u> Salary Schedule. Still negotiating and anticipate a large retro back to <u>July 2007</u> .

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## MEMORANDUM

**DATE:** August 14, 2008

**TO:** Ken Yglesias, Ed.D.  
Chancellor

Board of Trustees

**FROM:** Joseph N. Quarles, Ed.D.  
Vice Chancellor for Human Resources



**RE:** 24-Hour Fitness Membership at the Employer Discount  
Rate for Part-Time Faculty with Less than 7.5 LHE

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The Board of Trustees asked that staff investigate the cost of adding part-time faculty members who teach for less than 7.5 LHE to our membership eligibility list with 24-Hour Fitness.

What we learned through our inquiry is that the addition of another 800 – 1,000 employees would cost us approximately \$5,000 versus last year's \$4,000 – an increase of \$1,000. On the assumption that we will again secure the 50% discount that we have received in previous years, the cost would be \$2,500 versus last year's \$2,000.

If provided, this membership discount should be considered by the union as a benefit provided to part-time faculty with less than 7.5 LHE.

It is our recommendation that this benefit be funded at the time our contract with 24-Hour Fitness is renewed during the month of October, 2008. The fiscal impact to the District would be approximately \$500 per year if the 50% discount is offered.



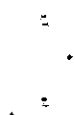
**Total Compensation Systems, Inc.**

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**Coast Community College District  
Actuarial Study of  
Retiree Health Liabilities**

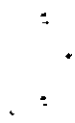
*Prepared by:  
Total Compensation Systems, Inc.*

*Date: September 20, 2008*



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**Coast Community College District  
Actuarial Study of Retiree Health Liabilities**

**PART I: EXECUTIVE SUMMARY**

**A. Introduction**

Coast Community College District engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities associated with its current retiree health program as of May 1, 2008 (the valuation date).

This actuarial study is intended to serve the following purposes:

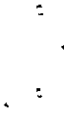
- » To provide information to enable Coast CCD to manage the costs and liabilities associated with its retiree health benefits.
- » To provide information to enable Coast CCD to communicate the financial implications of retiree health benefits to internal financial staff, the Board, employee groups and other affected parties.
- » To provide information needed to comply with Governmental Accounting Standards Board Accounting Standard 12 (GASB 12) and with the forthcoming GASB accounting standards 43 and 45 related to "other postemployment benefits" (OPEB's). (See Appendix E)

Because this report was prepared in compliance with GASB 43 and 45, as appropriate, Coast CCD should not use this report for any other purpose without discussion with TCS. This means that any discussions with employee groups, governing Boards, etc. should be restricted to the implications of GASB 43 and 45 compliance.

This actuarial report includes several estimates for Coast CCD's retiree health program. In addition to the tables included in this report, we also performed cash flow adequacy tests as required under Actuarial Standard of Practice 6 (ASOP 6). Our cash flow adequacy testing covers a twenty-year period. We would be happy to make this cash flow adequacy test available to Coast CCD in spreadsheet format upon request.

We calculated the following estimates separately for active employees and retirees. As requested, we also separated results by the following employee classifications: Faculty, Classified and Management. We estimated the following:

- the total liability created. (The actuarial present value of total projected benefits or APVTPB)
- the ten year "pay-as-you-go" cost to provide these benefits.
- the "actuarial accrued liability (AAL)." (The AAL is the portion of the APVTPB attributable to employees' service prior to the valuation date.)
- the amount necessary to amortize the UAAL over a period of 20 years.
- the annual contribution required to fund retiree benefits over the working lifetime of eligible employees (the "normal cost").



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- The Annual Required Contribution (ARC) which is the basis of calculating the annual OPEB cost and net OPEB obligation under GASB 43 and 45.

We summarized the data used to perform this study in Appendix A. No effort was made to verify this information beyond brief tests for reasonableness and consistency.

All cost and liability figures contained in this study are estimates of future results. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. Normal costs and liabilities could easily vary by 10 - 20% or more from estimates contained in this report. The best way to respond to this uncertainty of future results is to have an actuarial study performed regularly - no less frequently than every two or three years as provided by GASB 43 and 45.

### **B. General Findings**

We estimate the "pay-as-you-go" cost of providing retiree health benefits in the year beginning May 1, 2008 to be \$5,310,121 (see Section IV.A.). The "pay-as-you-go" cost is the cost of benefits for current retirees. Until GASB 43/45 become effective, the "pay-as-you-go" cost is the only amount that must be reflected as a retiree health program expense on accrual basis accounting statements.

There are several reasons why it is important for community college districts to evaluate retiree health costs and liabilities. The Governmental Accounting Standards Board (GASB) will soon require accounting for the costs and liabilities associated with retiree health benefits on an accrual basis -- i.e. over the working lifetime of eligible employees. (The effective date of the GASB accounting standard will range from 2007 to 2009, depending on the annual revenue of the College during the 1998-99 fiscal year.) Auditors may require an actuarial study for an unqualified audit based on AICPA Statement of Position 92-06.

Community College Districts may have additional reasons to obtain a retiree health valuation. Accreditation teams have been instructed to look for an actuarial valuation when district-paid retiree health benefits are provided. Also, charging any part of retiree benefit costs to categorical programs requires an actuarial valuation and funding on an actuarial basis.

Complying with accounting and regulatory requirements will require employers to expense more than what is required to simply pay retiree health benefit costs. These excess expenses over time -- plus interest -- will accumulate a liability related to retiree health benefits. These expenses and liabilities will be lower and more stable for employers that establish irrevocable trusts. By funding retiree benefits through such a trust, there will be enough funds available at retirement (on average) that, with interest, will be sufficient to pay all promised retiree health benefits without the need for any post-retirement College contributions.

For current employees, the value of benefits "accrued" in the year beginning May 1, 2008 (the normal cost) is \$2,976,741. This normal cost would increase each year based on covered payroll. Had Coast CCD begun accruing retiree health benefits when each current employee and retiree was hired, a substantial liability would have accumulated. We estimate the amount that would have accumulated to be \$80,045,719. This amount is called the "actuarial accrued liability" (AAL).

Coast CCD has set aside \$27,621,836 to fund retiree health liabilities. This leaves an unfunded actuarial accrued liability (UAAL) of \$52,423,883. We calculated the annual cost to amortize the unfunded actuarial accrued liability using a 7% discount rate. We used a 20 year amortization period. The current year cost to amortize the unfunded "actuarial accrued liability" is \$3,817,751. This amortization payment would increase each year based on



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covered payroll. Payments would continue for 20 years, after which time amortization payments would end.

Combining the normal cost and UAAL amortization costs in the first year produces a total first year annual required contribution (ARC) of \$6,794,492. The ARC is used as the basis for determining expenses and liabilities under GASB 43/45. The ARC is used in lieu of (rather than in addition to) the "pay-as-you-go" cost. The additional cost of compliance with GASB 43 and 45 is therefore \$1,484,371.

We based all of the above estimates on employees as of April, 2008. Over time, liabilities and cash flow will vary based on the number and demographic characteristics of employees and retirees. It will be important to periodically revalue costs and liabilities.

### **C. Description of Retiree Benefits**

Following is a description of the current retiree benefit plan:

	<b><u>Faculty</u></b>	<b><u>Classified</u></b>	<b><u>Management</u></b>
Benefit types provided	Medical, dental and vision*	Medical, dental and vision*	Medical, dental and vision*
Duration of Benefits	Lifetime***	Lifetime***	Lifetime***
Required Service	10 years	10 years	10 years
Minimum Age	55	55	55
Dependent Coverage	Yes	Yes	Yes
District Contribution %	100%** to age 70; Beyond 70, subject to cap	100%** to age 70; Beyond 70, subject to cap	100%** to age 70; Beyond 70, subject to cap
District Cap	\$4000 per year beyond 70****	\$4000 per year beyond 70****	\$4000 per year beyond 70****

\*Medicare Part B reimbursed to age 70; beyond age 70, only Medicare Supplement benefits under the indemnity plan are provided.

\*\*The District pays 100% of the cost in excess of a retiree contribution for the indemnity plan of ½% of the retiree's salary prior to retirement plus \$500 per year for dependent coverage

\*\*\*Retirees with HMO coverage are not eligible for District-paid benefits beyond age 70.

\*\*\*\*The cap amount depends on the retirement date. The above cap reflects future retirees.

### **D. Recommendations**

It is outside the scope of this report to make specific recommendations of actions Coast CCD should take to manage the substantial liability created by the current retiree health program. Total Compensation Systems, Inc. can assist in identifying and evaluating options once this report has been studied. The following recommendations are intended only to allow the College to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Coast CCD's practices, it is possible that Coast CCD is already complying with some or all of our recommendations.

- We recommend that Coast CCD inventory all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Coast CCD should determine whether the benefit is material and subject to GASB 43 and/or 45.
- We recommend that Coast CCD conduct a study whenever events or contemplated actions significantly affect present or future liabilities, but no less frequently than every two or three years, as will be required under GASB 43/45.



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- We recommend that the College communicate the magnitude of these costs to employees and include employees in discussions of options to control the costs.
- Because of the significant liabilities created by the current retiree health program, the College should consider earmarking funds to pay future benefits. It should be noted that the upcoming GASB accounting standard will require assets sufficient to offset retiree health liabilities. Accrual basis costs under GASB 43/45 will be lower and more stable to the extent liabilities are funded under an irrevocable trust that qualifies under GASB 43/45 as a "plan."
- Under GASB 45, it is important to isolate the cost of retiree health benefits. We strongly urge Coast CCD to have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – *even on a retiree-pay-all basis* – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Coast CCD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Coast CCD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for College-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Coast CCD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Appendices B and C for a list of assumptions and concerns.) For example, Coast CCD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Coast CCD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.
- Segregating plan assets will allow taking advantage of California Government Code Sections 53620 through 53622 to achieve greater investment income on plan assets. This study assumes an investment return net of all investment and plan expenses of 7%. We recommend Coast CCD take actions to achieve a long term rate of return that reflects the long term nature of the liabilities.

Respectfully submitted,

Geoffrey L. Kischuk, FSA, MAAA, FCA  
Consultant  
Total Compensation Systems, Inc.  
(805) 496-1700





## **PART II: BACKGROUND**

### **A. Summary**

Accounting principles have long held that the cost of retiree benefits should be “accrued” over employees’ working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in 2004 Accounting Standards 43 and 45 for retiree health benefits. These standards will apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees).

The GASB standards will become effective on a phased basis based on revenue during the 1998-99 fiscal year. For employers, the first phase will be \$100 million or more in revenue. The effective date will be the first fiscal year on or after December 15, 2006. Successive annual phases will sweep in “\$10 to \$100 million” and “less than \$10 million” employers. The effective date for “plans” will be one year earlier than the dates for employers. A “plan” is a trust or other arrangement that is exclusively for retiree health benefits and the assets of which are protected from creditors.

Until the new GASB standards take effect, the Governmental Accounting Standards Board (GASB) currently requires public employers to disclose the existence and/or cost of retiree health benefits. GASB requirements are contained in GASB 12.

Prudent fiscal management of retiree health costs and liabilities requires establishment of a long-term plan. For most public employers, the magnitude of the accrued liability makes it difficult to immediately begin to fully accrue retiree health benefits on an actuarial basis. Fortunately, the current absence of stringent accounting or regulatory funding requirements allows public employers flexibility to transition into full actuarial accrual over the next few years. Transitioning into full actuarial accrual provides public employers with the time to establish fiscal management plans that

- protect retiree benefit security to the greatest possible extent;
- involve employee groups in discussions of benefit design and funding options; and
- minimize disruptions to core services that could result from rapidly increasing retiree benefit costs.

Waiting to address retiree health benefit funding until the GASB accounting standards become effective will dramatically reduce employers’ fiscal options. By then, unfunded actuarial accrued liabilities will be bigger, thereby increasing the expenses needed to amortize the unfunded liability. Higher future amortization expenses would squeeze financial resources for vital services. Waiting to address these issues until required by GASB will result in less time to evaluate options and take action to protect benefits for future retirees and/or reduce benefit costs. To the extent retiree benefits are subject to collective bargaining, the timing and extent of benefit and funding changes may be constrained.

### **B. Actuarial Accrual**

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method.”



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Conceptually, there are two components of actuarial cost - a "normal cost" and amortization of something called the "unfunded actuarial accrued liability." Both accounting standards and actuarial standards usually address these two components separately (though alternative terminology is sometimes used).

The normal cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. This report will not discuss differences between actuarial cost methods or their application. Instead, following is a description of a commonly used, generally accepted actuarial cost method that will be permitted under GASB 43 and 45. This actuarial cost method is called the "entry age normal" method.

Under the entry age normal cost method, an average age at hire and average retirement age are determined for eligible employees. Then, the actuary determines what amount needs to be expensed each year from hire until retirement to fully accrue the expected cost of retiree health benefits. This amount is the normal cost. Under GASB 43 and 45, the normal cost can be expressed either as a level dollar amount or as a level percentage of payroll.

The normal cost is determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the normal cost.
- The "*trend*" rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the normal cost. A "cap" on College contributions can reduce trend to zero once the cap is reached thereby dramatically reducing normal costs.
- *Mortality rates* that vary by age and sex. (Unisex mortality rates are not usually used because an individual's OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, contributions attributable to deceased employees are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination. Although higher mortality rates reduce normal costs, the mortality assumption is not likely to vary from employer to employer.
- *Employment termination rates* have the same effect as mortality inasmuch as higher termination rates reduce normal costs. Employment termination can vary considerably between community college districts.
- *Vesting rates* reflect years of service required to earn full or partial retiree benefits. While longer vesting periods reduce costs, cost reductions are not usually substantial unless full vesting requires more than 20 years of service.
- *Retirement rates* determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Higher retirement rates increase normal costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between community college districts for each employee type.
- *Participation rates* indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The *discount rate* estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets. For example, earmarked



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funds earning money market rates in the county treasury are likely to earn far less than a diversified portfolio including stocks, bonds, etc. A higher discount rate can dramatically lower normal costs. GASB 43 and 45 require the interest assumption to reflect likely *long term* investment return.

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. The actuary selects the assumptions which - taken together - will yield reasonable results. It's not necessary (or even possible) to predict individual assumptions with complete accuracy.

If all actuarial assumptions were exactly met and an employer had expensed the normal cost every year for all past and current employees and retirees, the funds would have accumulated to a sizeable amount (after adding interest and subtracting retiree benefit costs from the accumulated funds). The fund that would have accumulated is called the actuarial accrued liability or AAL. The excess of the AAL over funds earmarked for retiree health benefits is called the *unfunded* actuarial accrued liability (or UAAL). Under GASB 43 and 45, in order for assets to count toward offsetting the AAL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

The actuarial accrued liability (AAL) can arise in several ways. First, at the inception of actuarial funding, there is usually a substantial UAAL. Under GASB 43 and 45, some portion of this amount can be established as the "transition obligation" subject to certain constraints. UAAL can also increase as the result of operation of a retiree health plan - e.g., as a result of plan changes or changes in actuarial assumptions. Finally, AAL can arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience.

Under GASB 43 and 45, employers have several options on how the UAAL can be amortized as follows:

- The employer can select an amortization period of 1 to 30 years. (For certain situations that result in a reduction of the AAL, the amortization period must be at least 10 years.)
- The employer may apply the same amortization period to the total combined UAAL or can apply different periods to different components of the UAAL.
- The employer may elect a "closed" or "open" amortization period.
- The employer may choose to amortize on a level dollar or level percentage of payroll method.

UAAL amortization payments can be higher than the normal cost. The magnitude of the UAAL depends not only on all the assumptions discussed earlier, but also on the average age of employees. The higher employees' average age, the greater the AAL.



## **PART III: LIABILITIES AND COSTS FOR RETIREE BENEFITS**

### **A. Introduction.**

We calculated the actuarial present value of projected benefits (APVPB) separately for each employee. We determined eligibility for retiree benefits based on information supplied by Coast CCD. We then selected assumptions for the factors discussed in the above Section that, based on plan experience and our training and experience, represent our best prediction of future plan experience. For each employee, we applied the appropriate factors based on the employee's age, sex and length of service.

We summarized actuarial assumptions used for this study in Appendix C.

### **B. Medicare**

The extent of Medicare coverage can affect projections of retiree health costs. The method of coordinating Medicare benefits with the retiree health plan's benefits can have a substantial impact on retiree health costs. We will be happy to provide more information about Medicare integration methods if requested.

### **C. Liability for Retiree Benefits.**

For each employee, we projected future premium costs using an assumed trend rate (see Appendix C). A constant trend rate was used for all years. This rate may understate trend in some years but might overstate it in others. As long as trend averages the assumed rate over a long period, it is not critical the rate be correct in any one year. To the extent Coast CCD uses contribution caps, the influence of the trend factor is further reduced.

We multiplied each year's projected cost by the probability that premium will be paid; i.e. based on the probability that the employee is living, has not terminated employment and has retired. The probability that premium will be paid is zero if the employee is not eligible. The employee is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's premium cost and the probability that premium will be paid equals the expected cost for that year. We discounted the expected cost for each year to the valuation date May 1, 2008 at 7% interest.

Finally, we multiplied the above discounted expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan.

For current retirees, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 1.0000).

We added the APVPB for all employees to get the actuarial present value of total projected benefits (APVTPB). The APVTPB (sometimes called the expected postemployment benefit obligation or EPBO) is the estimated present value of all future retiree health benefits for all **current** employees and retirees. The APVTPB is the amount on May 1, 2008 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last current employee or retiree dies or reaches the maximum eligibility age.





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### **Actuarial Present Value of Total Projected Benefits**

<b>May 1, 2008</b>	<b><u>Total</u></b>
Active: Pre-65	\$28,946,113
Post-65	\$39,071,515
Subtotal	\$68,017,628
Retiree: Pre-65	\$8,640,108
Post-65	\$24,550,076
Subtotal	\$33,190,184
Grand Total	\$101,207,813
Subtotal Pre-65	\$37,586,222
Subtotal Post-65	\$63,621,590

The APVTPB should be accrued over the working lifetime of employees. At any time much of it has not been "earned" by employees. The APVTPB is used to develop expense and liability figures. To do so, the APVTFB is divided into two parts: the portions attributable to service rendered prior to the valuation date (the past service liability or actuarial accrued liability under GASB 43 and 45) and to service after the valuation date but prior to retirement (the future service liability).

The past service and future service liabilities are each funded in a different way. We will start with the future service liability which is funded by the normal cost.

#### **D. Cost to Prefund Retiree Benefits**

##### **1. Normal Cost**

The average hire age for eligible employees is 37. To accrue the liability by retirement, the College would accrue the retiree liability over a period of about 24 years (assuming an average retirement age of 61). We applied an "entry age normal" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated normal cost.

##### **Normal Cost Year Beginning**

<b>May 1, 2008</b>	<b><u>Total</u></b>
# of Employees	1394
Per Capita Normal Cost	
Pre-65 Benefit	\$1,206.07
Post-65 Benefit	\$929.33

##### **First Year Normal Cost**

Pre-65 Benefit	\$1,681,258
Post-65 Benefit	\$1,295,483
Total	\$2,976,741

Accruing retiree health benefit costs using normal costs would level out the cost of retiree health benefits over time and more fairly reflect the value of benefits "earned" each year by employees. This normal cost would



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increase each year based on covered payroll.

### **2. Amortization of Unfunded Actuarial Accrued Liability (UAAL)**

If actuarial assumptions are borne out by experience, the College could fully accrue retiree benefits by expensing an amount each year that equals the normal cost. If no accruals had taken place in the past, there would be a shortfall of many years' contributions, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the actuarial accrued liability (AAL). We calculated the AAL as the APVTPB minus the present value of future normal costs. We have offset the actuarial accrued liability by funds earmarked for retiree benefits to obtain the unfunded actuarial accrued liability. Earmarked funds are "as of" June 30, 2008. We applied earmarked funds toward the actuarial accrued liability for current retirees before active employees and Post-65 benefits before Pre-65 benefits.

The College can amortize the UAAL over many years. The table below shows the annual amount necessary to amortize the UAAL over a period of 20 years at 7% interest. (Thirty years is the longest amortization period allowable under GASB 43 and 45.) GASB 43 and 45 will allow amortizing the UAAL using either payments that stay the same as a dollar amount, or payments that are a flat percentage of covered payroll over time. The figures below reflect the level percentage of payroll method. This amortization payment would increase each year based on covered payroll. Payments would continue for 20 years, after which time amortization payments would end.

#### **Actuarial Accrued Liability**

**as of May 1, 2008**

	<b><u>Total</u></b>
Active: Pre-65	\$16,889,298
Post-65	\$29,966,237
Subtotal	<u>\$46,855,535</u>
Retiree: Pre-65	\$8,640,108
Post-65	\$24,550,076
Subtotal	<u>\$33,190,184</u>
Subtot Pre-65	<u>\$25,529,407</u>
Subtot Post-65	<u>\$54,516,312</u>
Grand Total	\$80,045,719
Funded at June 30, 2008	<u>\$27,621,836</u>
Unfunded AAL	<u>\$52,423,883</u>
1st Year UAAL Amortization at 7.0% over 20 Years	\$3,817,751

### **3. Annual Required Contributions (ARC)**

If the College determines retiree health plan expenses in accordance with GASB 43 and 45, first year costs will include both normal cost and UAAL amortization costs. The sum of normal cost and UAAL amortization costs is called the Annual Required Contribution (ARC) and is shown below.



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### **Annual Required Contribution (ARC) Year Beginning**

**May 1, 2008**

	<u><b>Total</b></u>
Normal Cost	\$2,976,741
UAAL Amortization	\$3,817,751
ARC	<u>\$6,794,492</u>
Pay-As-You-Go Cost	\$5,310,121
Added Cost of GASB 43/45	<u>\$1,484,371</u>

This amortization payment would increase each year based on covered payroll. Payments would continue for 20 years, after which time amortization payments would end. The normal cost remains as long as there are active employees who may some day qualify for College-paid retiree health benefits. This normal cost would increase each year based on covered payroll.

Should Coast CCD decide to fund retiree health benefits as shown above, the cost of current retiree benefits would be deducted from earmarked funds. This means the true cost is the difference between the ARC and "pay-as-you-go" costs. The above table shows the additional cost necessary to fund retiree health benefits.

#### **4. Other Components of Annual OPEB Cost (AOC)**

Once GASB 43 and 45 are implemented, the expense and liability amounts may include more components of cost than the normal cost plus amortization of the UAAL. This will apply to employers that don't fully fund the Annual Required Cost (ARC) through an irrevocable trust.

- The annual OPEB cost (AOC) will include assumed interest on the net OPEB obligation (NOO). The annual OPEB cost will also include an amortization adjustment for the net OPEB obligation. (It should be noted that there is no NOO if the ARC is fully funded through a qualifying "plan".)
- The net OPEB obligation will equal the accumulated differences between the (AOC) and qualifying "plan" contributions.



# **Total Compensation Systems, Inc.**

## **PART IV: "PAY AS YOU GO" FUNDING OF RETIREE BENEFITS**

We used the actuarial assumptions shown in Appendix C to project ten year cash flow under the retiree health program. Because these cash flow estimates reflect average assumptions applied to a relatively small number of employees, estimates for individual years are certain to be *inaccurate*. However, these estimates show the size of needed cash flow and also the rate of increase in annual costs. Because we have used trend rates that are constant over time, it is likely that medical costs will be understated in some years and overstated in others.

The following table shows a projection of annual amounts needed to pay the College share of retiree health premiums.

Year Beginning May 1	<u>Total</u>
2008	\$5,310,121
2009	\$5,425,512
2010	\$6,003,005
2011	\$6,599,528
2012	\$7,070,872
2013	\$7,241,625
2014	\$7,673,553
2015	\$7,919,726
2016	\$8,379,309
2017	\$8,517,282

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**PART V: RECOMMENDATIONS FOR FUTURE VALUATIONS**

To effectively manage benefit costs, an employer must periodically examine the existing liability for retiree benefits as well as future annual expected premium costs. We recommend every two or three years as will be required under GASB 43/45. In addition, a valuation should be conducted whenever plan changes, changes in actuarial assumptions or other employer actions are likely to cause a material change in accrual costs and/or liabilities.

Following are examples of actions that could trigger a new valuation.

- An employer should perform a valuation whenever the employer considers or puts in place an early retirement incentive program.
- An employer should perform a valuation whenever the employer adopts a retiree benefit plan for some or all employees.
- An employer should perform a valuation whenever the employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- An employer should perform a valuation whenever the employer introduces or changes retiree contributions.

We recommend Coast CCD take the following actions to ease future valuations.

- We have used our training, experience and information available to us to establish the actuarial assumptions used in this valuation. We have no information to indicate that any of the assumptions do not reasonably reflect future plan experience. However, the College should review the actuarial assumptions in Appendix C carefully. If the College has any reason to believe that any of these assumptions do not reasonably represent the expected future experience of the retiree health plan, the College should engage in discussions or perform analyses to determine the best estimate of the assumption in question.



**PART VI: APPENDICES**

**APPENDIX A: MATERIALS USED FOR THIS STUDY**

We relied on the following materials to complete this study.

- We used paper reports and digital files containing employee demographic data from the College personnel records.
- We used relevant sections of collective bargaining agreements provided by the College.



**APPENDIX B: EFFECT OF ASSUMPTIONS USED IN CALCULATIONS**

While we believe the estimates in this study are reasonable overall, it was necessary for us to use assumptions which inevitably introduce errors. We believe that the errors caused by our assumptions will not materially affect study results. If the College wants more refined estimates for decision-making, we recommend additional investigation. Following is a brief summary of the impact of some of the more critical assumptions.

1. Where actuarial assumptions differ from expected experience, our estimates could be overstated or understated. One of the most critical assumptions is the medical trend rate. The College may want to commission further study to assess the sensitivity of liability estimates to our medical trend assumptions. For example, it may be helpful to know how liabilities would be affected by using a trend factor 1% higher than what was used in this study.
2. We used an "entry age normal" actuarial cost method to estimate the actuarial accrued liability and normal cost. GASB will allow this as one of several permissible methods under its upcoming accounting standard. Using a different cost method could result in a somewhat different recognition pattern of costs and liabilities.

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**APPENDIX C: ACTUARIAL ASSUMPTIONS AND METHODS**

Following is a summary of actuarial assumptions and methods used in this study. The College should carefully review these assumptions and methods to make sure they reflect the College's assessment of its underlying experience. It is important for Coast CCD to understand that the appropriateness of all selected actuarial assumptions and methods are Coast CCD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 43 and 45, applicable actuarial standards of practice, Coast CCD's actual historical experience, and TCS's judgement based on experience and training.

**ACTUARIAL METHODS AND ASSUMPTIONS:**

**ACTUARIAL COST METHOD:** Entry age normal. The allocation of OPEB cost is based on years of service. We used the level percentage of payroll method to allocate OPEB cost over years of service.

Entry age is based on the average age at hire for eligible employees. The attribution period is determined as the difference between the average retirement age and the average age at hire. The present value of future benefits and present value of future normal costs are determined on an employee by employee basis and then aggregated.

To the extent that different benefit formulas apply to different employees of the same class, the normal cost is based on the benefit plan applicable to the most recently hired employees (including future hires if a new benefit formula has been agreed to and communicated to employees).

**AMORTIZATION METHODS:** We used the level percentage of payroll method to allocate amortization cost by year. We used a 20 year amortization period. Because there has not been a previous valuation to comply with GASB 43 and/or 45, it was not necessary at this time for Coast CCD to make an election with respect to whether to use an "open" or "closed" amortization period; or whether to use different amortization periods for different sources of the UAAL.

**SUBSTANTIVE PLAN:** As required under GASB 43 and 45, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Coast CCD regarding practices with respect to employer and employee contributions and other relevant factors.





# Total Compensation Systems, Inc.

## ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

INFLATION: We assumed 3% per year.

INVESTMENT RETURN / DISCOUNT RATE: We assumed 7% per year. This is based on assumed long-term return on plan assets. We used the "Building Block Method" as described in ASOP 27 Paragraph 3.6.2.

TREND: We assumed 4% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

PAYROLL INCREASE: We assumed 3% per year. This assumption applies only to the extent that either or both of the normal cost and/or UAAL amortization use the level percentage of payroll method. For purposes of applying the level percentage of payroll method, payroll increase must not assume any increases in staff or merit increases.

ACTUARIAL ASSET VALUATION: We used asset values provided by Coast CCD. Because there has not been a previous valuation to comply with GASB 43 and/or 45, it was not necessary at this time for Coast CCD to make an election with respect to whether to use an asset smoothing formula and, if so, what smoothing method to use.

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# **Total Compensation Systems, Inc.**

## **NON-ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35).

**MORTALITY:** CalSTRS mortality for faculty employees.  
CalPERS mortality for Miscellaneous employees.

**RETIREMENT RATES:** These rates are applied to the number of employees still working at the age shown.

<u>Age</u>	<u>Faculty and Non-represented Rate</u>	<u>Classified Rate</u>
50	0%	0%
51	0%	0%
52	0%	0%
53	0%	0%
54	0%	0%
55	5%	3.5%
56	4%	6%
57	3%	8%
58	5%	9.5%
59	5%	22.2%
60	21%	25%
61	10%	21%
62	21%	22%
63	4%	22%
64	10%	28%
65	60%	30%
66	20%	27.5%
67	20%	26.5%
68	20%	23.5%
69	50%	27%
70	50%	50%
71	75%	50%

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# **Total Compensation Systems, Inc.**

## VESTING RATES:

	<u>Faculty</u>	<u>Classified</u>	<u>Management</u>
Vesting Percentage	100%	100%	100%
Vesting Period	10 years	10 years	10 years

## COSTS FOR RETIREE COVERAGE:

The costs shown below reflect an adjustment of pre-65 indemnity plan rates to reflect an implicit rate subsidy. This adjustment was made solely based on demographic information, as claim information was not available to us.

First Year costs are as shown below. Subsequent years' costs are based on first year costs adjusted for trend and limited by any College contribution caps.

	<u>Faculty</u>	<u>Classified</u>	<u>Management</u>
Current Retirees: based on actual costs			

### Current Plan:

Future Retirees Pre-65	\$13,476	\$12,098	\$13,989
Future Retirees Post-65	\$11,648	\$9,225	\$11,648

PARTICIPATION RATES: 100%

TURNOVER: CalSTRS turnover for faculty employees.  
CalPERS turnover for Miscellaneous employees.

SPOUSE PREVALENCE: To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

SPOUSE AGES: To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

## AGING FACTORS:

<u>Attained Age</u>	<u>Medical Annual Increases</u>
50-64	3.5%
65-69	3.0%
70-74	2.5%
75-79	1.5%
80-84	0.5%
85+	0.0%



# Total Compensation Systems, Inc.

## APPENDIX D: DISTRIBUTION OF ELIGIBLE PARTICIPANTS BY AGE

### **ELIGIBLE ACTIVE EMPLOYEES:**

<u>Age</u>	<u>Total</u>	<u>Faculty</u>	<u>Classified</u>	<u>Management</u>
Under 25	9	0	9	0
25-29	64	5	56	3
30-34	95	22	67	6
35-39	154	46	92	16
40-44	143	34	94	15
45-49	213	64	125	24
50-54	211	64	112	35
55-59	243	106	98	39
60-64	171	86	65	20
65 and older	61	29	27	5
Total	1364	456	745	163

### **ELIGIBLE RETIREES:**

<u>Age</u>	<u>Total</u>	<u>Faculty</u>	<u>Classified</u>	<u>Management</u>
Under 50	0	0	0	0
50-54	14	0	10	4
55-59	42	12	20	10
60-64	137	61	42	34
65-69	219	108	63	48
70-74	98	48	21	29
75-79	32	22	5	5
80-84	14	9	4	1
85-89	11	8	1	2
Total	567	268	166	133





# **Total Compensation Systems, Inc.**

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## **APPENDIX E: GASB 12 COMPLIANCE INFORMATION**

GASB 12 specifies disclosure requirements for employers that provide postemployment benefits other than pension (OPEB).

If Coast CCD chooses to prefund retiree health benefits using figures in this report, the following information will assist in compiling the expanded disclosure required by GASB 12.

Actuarial cost method:	Entry age normal
Interest rate assumption:	7%
Projected salary increase assumption:	3%
Health inflation assumption:	4%
Actuarially required contributions Year Beginning May 1, 2008	
Normal cost:	\$2,976,741
Unfunded Actuarial accrued liability amortization:	\$3,817,751
Actuarial accrued liability as of May 1, 2008:	\$80,045,719

The unfunded actuarial accrued liability should be calculated as the actuarial accrued liability shown above minus the amount of net assets available for OPEB.



**APPENDIX F: GLOSSARY OF RETIREE HEALTH VALUATION TERMS**

Note: The following definitions are intended to help a *non-actuary* understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

<u>Actuarial Accrued Liability:</u>	The amount of the actuarial present value of total projected benefits attributable to employees' past service based on the actuarial cost method used.
<u>Actuarial Cost Method:</u>	A mathematical model for allocating OPEB costs by year of service.
<u>Actuarial Present Value of Total Projected Benefits:</u>	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation date.
<u>Actuarial Value of Assets:</u>	Market-related value of assets which may include an unbiased formula for smoothing cyclical fluctuations in asset values.
<u>Annual OPEB Cost:</u>	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Annual Required Contribution plus interest on the Net OPEB obligation minus an adjustment to reflect the amortization of the net OPEB obligation.
<u>Annual Required Contribution:</u>	The sum of the normal cost and an amount to amortize the unfunded actuarial accrued liability. This is the basis of the annual OPEB cost and net OPEB obligation.
<u>Closed Amortization Period:</u>	An amortization approach where the original ending date for the amortization period remains the same. This would be similar to a conventional, 30-year mortgage, for example.
<u>Discount Rate:</u>	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower normal costs and actuarial accrued liability.
<u>Implicit Rate Subsidy:</u>	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees.
<u>Mortality Rate:</u>	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
<u>Net OPEB Obligation:</u>	The accumulated difference between the annual OPEB cost and amounts contributed to an irrevocable trust exclusively providing retiree OPEB benefits and protected from creditors.
<u>Normal Cost:</u>	The dollar value of the "earned" portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.



## Total Compensation Systems, Inc.

<u>OPEB Benefits:</u>	Other PostEmployment Benefits. Generally medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
<u>Open Amortization Period:</u>	Under an open amortization period, the remaining unamortized balance is subject to a new amortization schedule each valuation. This would be similar, for example, to a homeowner refinancing a mortgage with a new 30-year conventional mortgage every two or three years.
<u>Participation Rate:</u>	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower normal cost and actuarial accrued liability. The participation rate often is related to retiree contributions.
<u>Retirement Rate:</u>	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with vesting rates to reflect both age and length of service). The more likely employees are to retire early, the higher normal costs and actuarial accrued liability will be.
<u>Transition Obligation:</u>	The amount of the unfunded actuarial accrued liability at the time actuarial accrual begins in accordance with an applicable accounting standard.
<u>Trend Rate:</u>	The rate at which the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher normal costs and actuarial accrued liability.
<u>Turnover Rate:</u>	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce normal costs and actuarial accrued liability.
<u>Unfunded Actuarial Accrued Liability:</u>	This is the excess of the actuarial accrued liability over assets irrevocably committed to provide retiree health benefits.
<u>Valuation Date:</u>	The date as of which the OPEB obligation is determined. Under GASB 43 and 45, the valuation date does not have to coincide with the statement date.
<u>Vesting Rate:</u>	The proportion of retiree benefits earned, based on length of service and, sometimes, age. (Vesting rates are often set in conjunction with retirement rates.) More rapid vesting increases normal costs and actuarial accrued liability.



**COAST COMMUNITY COLLEGE DISTRICT**  
**Administrative Services**

**Retiree Health Benefits Past Service Liabilities as of June 30, 2008**

**\$ 80,045,719**

	KOCE Sale / Savings	Land Dev	Ending Bal / Heath Savings	Interest (4.25%)	Total Annual Contribution	BALANCE
Beginning Balance						
2008/2009	1,200,000			1,339,854	2,539,854	31,525,987
2009/2010	375,000	480,000		1,447,798	2,302,798	34,065,841
2010/2011	500,000	480,000		1,545,667	2,525,667	36,368,640
2011/2012	500,000	480,000		1,653,008	2,633,008	38,894,307
2012/2013	500,000	480,000		1,764,911	2,744,911	41,527,315
2013/2014	500,000	480,000		1,881,570	2,861,570	44,272,226
2014/2015	687,500	480,000		2,003,186	3,170,686	47,133,795
2015/2016	750,000	480,000		2,137,940	3,367,940	50,304,482
2016/2017	750,000	480,000		2,281,078	3,511,078	53,672,422
2017/2018	750,000	480,000		2,430,299	3,660,299	57,183,500
2018/2019	750,000	480,000		2,585,861	3,815,861	60,843,799
2019/2020	750,000	480,000		2,748,036	3,978,036	64,659,660
2020/2021	750,000	480,000		2,917,102	4,147,102	68,637,696
2021/2022	750,000	480,000		3,093,354	4,323,354	72,784,798
2022/2023	750,000	480,000		3,277,096	4,507,096	77,108,152
						81,615,248





# NEWPORT SEA BASE

*It's not just a base, it's a community.*

## 2008 Facility Use Request Form – Clients

Date of Event: Oct 13 Nov 18 Group Name: OCC School of Sailing Type of Event: USCG Course  
*See attached*

Number of People Attending: 16 Will your event be catered? (Circle One) Yes No

Will you be requesting permission for the use of alcohol at your event? (Circle One) Yes No  
 A refundable deposit of \$500 for events not serving alcohol or \$1000 for events serving alcohol is due at time of reservation.

Will you be using Newport Sea Base tables and/or chairs at your event? (Circle One) Yes No  
 NOTE: \$75 per hour will be charged for room setup.

Begin Time (Including Set-Up Time): \_\_\_\_\_ End Time (Including Clean Up Time): \_\_\_\_\_ Mon - Wed - Fri 5:30-10 p  
*\*Hours of operation are from 8:30 am until 10:00 pm.* Sat 8:00-5:00 pm

### CONTACT INFORMATION

First Name: Mette Segerblom Last Name: \_\_\_\_\_  
 Address: 1801 W. Coast Hwy City: Newport Beach State: CA Zip: 92627  
 Day/Work Phone: 949-645-9412 Eve/Home Phone: \_\_\_\_\_ Cell Number: 714-609-2537  
 Fax Number: 949-645-1859 E-Mail Address: mettes@occsailing.com

### PLEASE CHECK YOUR CHOICE OF ROOM \* Rooms are booked in 4 or 9 hour time frames.

Yacht Room (80 People Max)	4 hours - \$400	Room Delta incl. kitchen (20 People Max)	4 hours - \$150
<b>57' x 35'</b>	9 hours - \$750	<b>20' x 30'</b>	9 hours - \$300
Room Alpha (26 People Max)	4 hours - \$150	Room Echo (20 People Max)	4 hours - \$150
<b>34' x 20'</b>	9 hours - \$300	<b>20' x 30'</b>	9 hours - \$300
Room Bravo (30 People Max)	4 hours - \$150	Room Foxtrot (75 People Max)	4 hours - \$300
<b>34' x 20'</b>	9 hours - \$300	<b>38' x 40'</b>	9 hours - \$500
Room Charlie (26 People Max)	4 hours - \$150	Room Golf (30 People Max)	4 hours - \$150
<b>34' x 20'</b>	9 hours - \$300	<b>20' x 30'</b>	9 hours - \$300
		Rooms Alpha/Bravo/Charlie (90 PPL Max)	4 hours - \$300
		<b>34' x 60'</b>	9 hours - \$500

*\$50/day  
See attached*

### SUPPLIES & SERVICES (please check your choices – fee is per day)

Overhead projector/Projector Screen	\$50	TV/VCR/DVD	\$40
Whiteboard with markers	\$10	Tripod easel	\$10
Flipchart stand, pad, & 4 markers	\$25	CD player/stereo	\$40
Speakers/Wireless Microphone	\$80		

### PAYMENT METHOD (Check One):

☐ Cash ☐ Personal Check ☐ Visa ☐ MasterCard ☐ Discover ☐ American Express (Make checks payable to Orange County Council, BSA)

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_ Signature (required): \_\_\_\_\_

#### ROOM RENTAL PAYMENT

Fifty percent (50%) of the room rental rate is required as initial payment, with signed agreement. To secure the event date, a non-refundable deposit of 50% of the rental fees must be made, the balance to be paid to the Newport Sea Base no later than 30 days prior to the event. If the event is cancelled prior to 14 days before the event date, the Newport Sea Base will terminate the agreement and issue a refund for monies paid in excess of the non-refundable deposit. If the cancellation is made within 14 days of the event date, the Newport Sea Base will retain all monies paid. All changes to the contract or cancellations must be in writing (letter or facsimile) and signed by the PATRON.

#### FACILITY DAMAGE DEPOSIT

In addition to the above deposit, a damage deposit (\$500 no alcohol; \$1,000 with alcohol) is also required with signed agreement. We ask that the PATRON submit the damage deposit in the form of a separate check.

The damage deposit will be returned within 30 days after the event if the rented area is in the same condition after the event as it was before the event. Otherwise, the Newport Sea Base will use the deposit to clean the rented area and to repair any damages. Any remaining deposit will be returned after needed repair work is completed. The PATRON is expected to clean up and remove all garbage and waste materials. Additional clean-up or damages attributed to the event will be billed at actual cost. These costs will be charged against the damage deposit. If the costs exceed the deposit, that amount will be billed to the PATRON.

The PATRON agrees to be responsible for any damage done to the function room or any other part of the site used by the PATRON, his/her guests, invitees, employees, independent contractors or other agents under the PATRON's control. The Newport Sea Base will not assume or accept responsibility for conditions beyond the control of the Newport Sea Base or for damage to or loss of any merchandise or articles left in the room prior to, during, or following the PATRON's function.

CARPET DAMAGE: Any costs related to removing stains or damage due to burns will be charged to the PATRON. This charge will include costs for cleaning and repair by outside vendors and/or labor by Newport Sea Base staff.

#### WALK-THROUGH

No less than 14 days prior to the date of your event, please schedule a walk-through with Newport Sea Base staff. This will provide an opportunity to discuss Newport Sea Base guidelines, to ask questions, to review the property, and to submit final facility set-up requirements on the site plan.

#### TRASH REMOVAL

Please place all trash in a trash receptacle (not next to one), or in the Newport Sea Base dumpster in the parking lot. The PATRON is responsible for securing additional receptacles or having event trash hauled away if Newport Sea Base containers aren't adequate. Any decorations left behind will be considered trash and disposed of by Newport Sea Base staff.

When the Newport Sea Base staff reviews and, if necessary, cleans the room following the function, they will break down the tables and chairs and will vacuum the carpet. Any refuse that is left by the event which cannot be vacuumed will be cleaned up by Newport Sea Base staff at the stated rate of \$25.00 per staff person, per hour.

#### PARKING

*Parking at the Newport Sea Base is limited.* Depending on the time and date of the function, there may be 30 spaces or less available. Therefore, carpooling is strongly recommended. There is a loading and unloading zone just inside the main entrance of the parking lot; no permanent parking is allowed there. There are free and metered parking spaces located at the Newport Beach City Parking lot, at Tustin Street and Avon Street. Allow 15 minutes walking time to the Newport Sea Base. In addition to the city lot, there may be street parking along Coast Highway.

#### DECORATIONS, DISPLAYS AND SIGNAGE

Displays, signs and/or decorations may only be used if approved in advance by Newport Sea Base. Nothing may be affixed to the walls, floors, or ceilings of the function rooms with nails, staples, tape or any substance. No signage or balloons are allowed in the parking lot or on the street.

The use of confetti, rice or bird seed is prohibited in the room or on the grounds. All trash, decorations or other debris must be moved from the room and placed in the dumpsters IMMEDIATELY following the completion of the function. Any decorations left behind will be considered trash.

#### CONDUCT OF EVENT

The PATRON shall conduct the event in an orderly manner in full compliance with applicable laws, regulations, and Newport Sea Base rules. The PATRON assumes full responsibility for the conduct of any persons in attendance. If the event is after business hours, please help us be good neighbors by not having amplified sound without approval of the Newport Sea Base and the City of Newport Beach. Please conclude the event and cleanup by the agreed-upon time. Smoking is not allowed on the Newport Sea Base premises, including the parking lot. Amplified sound must be held at an acceptable level. No amplified sound is permitted after 10:00 p.m.

In order to complete the cleanup prior to the end of the agreed-upon time, it is recommended that music and the service of food and beverages conclude 30 minutes in advance.

#### IN CASE OF EMERGENCY

The Newport Sea Base provides on-site personnel. In the event that the PATRON requires assistance, the PATRON agrees to notify the staff of their specific needs so they can be addressed as soon as possible. In the event of an emergency that requires fire, police or emergency medical personnel, PATRON agrees to call 911 immediately. The Newport Sea Base personnel are not trained or qualified to administer emergency services.

#### DISCLOSURE

The Newport Sea Base reserves the right to cancel any group, event, meeting or function at the Newport Sea Base if facts or circumstances related thereto were not disclosed to the Newport Sea Base at the time the event, meeting or function was contracted or scheduled, if such facts or circumstances could adversely affect the reputation of the Newport Sea Base. The Newport Sea Base may effect such cancellation without prior notice and further obligation whatsoever.

#### INDEMNITY

The PATRON assumes responsibility for any claims for loss or damage to their own or guest's displays or equipment at the Newport Sea Base. The PATRON shall also indemnify and hold the Newport Sea Base harmless for any injury to persons or damage to property except in claims due to the Newport Sea Base's gross negligence. The Newport Sea Base does not accept liability for any items left unattended in its meeting or function space. The PATRON will also fully compensate the Newport Sea Base for any theft or damage caused by the group, its agents or guests.

I acknowledge receipt of the above stated Facilities Policy and I am in full agreement with the terms.

PATRON Print Name	Signature	Date
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STAFF Print Name	Signature	Date
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Please Remit Payment to: OCCBSA

Newport Sea Base  
1931 West Coast Highway, Newport Beach, CA 92663  
Phone: (949) 642-5031 Fax: (949) 650-5407  
Web Site: [www.newportseabase.org](http://www.newportseabase.org)

Marketing and Special Events Director (949) 642-5031 Ext 305

Newport Sea Base Onsite Ranger: (949) 642-5031 Ext 303 Office  
(714) 856-1420 Mobile

## OCC School of Sailing & Seamanship

# Memo

**To:** Scott Smith, Newport Sea Base  
**From:** Mette Segerblom, Sailing Program Coord.  
**CC:** Brad Avery, Lara Fisher  
**Date:** September 9, 2008  
**Re:** USCG Course at Newport Sea Base

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Thank you for allowing us to hold our Oct 13-Nov 18, 2008 U.S. Coast Guard Course at the Newport Sea Base. We appreciate your help and the generous reduced rate of \$50/day.

The class schedule will be:

Mon, Wed & Fri	Oct 13-Nov 14, 2008	5:30 -10:00 pm	(15 sessions)
Sat	Oct 18, 25, Nov 1, 8, 15	8:00 am – 5:00 pm	(5 sessions)
Mon, Study Day	Nov 17	12:00-4:00 pm	(1 session)
Tues, Final Exam	Nov 18	8:30 am -5:00 pm	(1 session)

We do not need special room set-up, or additional equipment.

With a total of 22 sessions the total contract amount would be \$1,100.00

Once again thank you for your help and please let me know if you have any questions.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COMMANDING OFFICER, NAVAL CONSTRUCTION BATTALION CENTER,  
GULFPORT, MISSISSIPPI  
AND  
COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE)

1. Purpose. The purpose of this Memorandum of Understanding (MOU) is to establish College Level Examination Program (CLEP) Computer Based Training (eCBT) and Internet Based Testing for the DoD Activity for Nontraditional Education Support (DANTES) Subject Standardized Test (iBT DSST®) testing services at Navy College Office, Gulfport, Mississippi, with Coast Community College District (Coastline Community College), a National Test Center institution. A CLEP eCBT National Test Center operates under the Technology-Based Testing Center Management and Administration Agreement (hereinafter referred to as "Test Center Agreement") between Coast Community College District (CCCD) and Educational Testing Service (ETS), who is an authorized vendor of the College Entrance Examination Board (hereinafter called The College Board). Coast Community College District will also offer the Internet-Based (iBT) DSST ® Testing Program. Coast Community College District operates under a Letter of Agreement with Thomson Prometric, a division of Thomson Learning, Inc., who holds the trademark for the DSST ® examinations. CCCD will serve as a Restricted Test Center on base, delivering CLEP eCBT and DSST ® testing services to active duty personnel, reservists, retired military personnel, adult family members of the previously mentioned categories, Department of Defense employees, and other authorized civilians enrolled in the on-base voluntary education program at Navy College Office, Gulfport, Mississippi.

2. Scope

a. This MOU defines the relationship between the Commanding Officer, Naval Construction Battalion Center, Gulfport, Mississippi, located at building 1 at Gulfport, MS 39501-5010, representing the U. S. Navy, hereinafter referred to as the "Commanding Officer" or "CO", and Coast Community College District, located at Fountain Valley, CA 92708-2597, hereinafter referred to as the "Academic Institution" or "AI", for specified CLEP eCBT and iBT DSST ® testing services.

b. This MOU is not to be construed in any way as giving rise to a contractual obligation of Navy funds to the AI, which would be contrary to federal law.

3. Administration

a. This agreement shall be administered for the Commanding Officer by the Director of the Navy College Office. The Director of the Navy College Office is designated by the Commanding Officer, Naval Construction Battalion Center as his technical representative for the purpose of inspection and acceptance of services. Actions by the CO affecting this agreement will be coordinated with the AI prior to taking such actions, except in the case of a declared emergency.

b. This agreement shall be administered for the AI by the individual so designated by the AI who shall ensure adequate supervision of the institutional quality, testing integrity, and all applicable security standards. Administrative actions affecting this agreement taken by the AI designated representative must be coordinated with the CO prior to taking such action.

#### 4. Definitions

a. The words "Academic Institution" abbreviated AI, mean a regionally accredited college or university or a college or university that is a candidate for regional accreditation status as required by The College Board. The college or university operates as a National Test Center under a "Test Center Agreement" with the Educational Testing Services (ETS). The AI also means a regionally accredited college or university operating under a "Letter of Agreement" with Thomson Learning, Inc. for iBT DSST ® testing program.

b. The words "College-Level Examination Program (CLEP) Computer-Based Testing" abbreviated CLEP eCBT is comprised of 34 computer-based tests. The College Board holds all ownership and proprietary rights, including but not limited to, copyright, trade secret, trademark, service mark, and patent rights in the test items, and that ETS holds all ownership and proprietary rights, including but not limited to, copyright, trade secret, trademark, service mark, and patent rights in the ETS eCBT application System, the Test Center Handbook, and any other software, manuals, documentation, secure test administration or operational procedures. The iBT DSST ® testing program is comprised of 36 test titles (excluding the "Principles of Public Speaking" test) delivered through an Internet-Based delivery system. Prometric holds all ownership and proprietary rights, including, but not limited to copyright, trade secret, trademark, service mark, and patent rights to the test items.

c. The words "Commanding Officer", abbreviated as CO, mean the Commanding Officer, Naval Construction Battalion Center or his or her designated representative.

d. The words "Director of the Navy College Office", refers to the individual that has been assigned additional duty to the Commanding Officer, Naval Construction Battalion Center as principle advisor on off-duty education matters.

e. The words "College Board" means the College Entrance Examination Board.

f. The words "Defense Activity for Non-Traditional Education Support" abbreviated DANTES mean the activity that provides funding of the test fee for eligible military and civilian personnel.

g. The words "electronic Computer Based Testing" abbreviated as "eCBT" mean the eCLEP and iBT DSST ® computer based tests available through DANTES.

h. The words "Test Fee" mean the current commercial off-the-shelf CLEP eCBT test fee established by The College Board and the current commercial off-the-shelf iBT DSST ® test fee established by Prometric.

i. The words "Administration Fee" mean a standard fee paid by DANTES under contract with The College Board for administration of CLEP eCBT tests and paid by DANTES under contract with Prometric for administration of iBT DSST ® tests by a National test center and operating under an MOU on a military installation, to eligible DANTES-funded military and DANTES-funded civilian examinees.

j. The words "Service Fee" mean a fee charged by the AI as consideration for providing CLEP eCBT and/or iBT DSST ® services to unfunded civilian examinees (those who pay their own fees). In addition to the Test Fee, the AI may require each unfunded civilian examinee registering to take a CLEP eCBT test to pay a nonrefundable Service Fee (to be collected separately), as recommended by The College Board and/or take an iBT DSST ® as recommended by Prometric. The AI, in lieu of any honorarium payments from The College Board or Prometric, may retain this Service Fee.

k. The words "Restricted Test Center" refer to a National Test Center operating under an MOU with a military installation to provide CLEP eCBT and iBT DSST ® testing services to the following categories of examinees:

- (1) military personnel (active and reserve);
- (2) DANTES-funded Department of Defense Acquisition civilian employees;
- (3) retired military;
- (4) Department of Defense employees;
- (5) adult family members of category 1 and 3 above;
- (6) authorized civilians enrolled in the on-base voluntary education program

Except for examinees in category 1 and 2, all others are tested on a space-available basis.

l. The term "Computer Lab" refers to the existing computer laboratory space in which the AI will provide testing services on a regular or part time capacity on the installation.

m. The term "Test Administrator" refers to a qualified individual hired by the AI to administer CLEP eCBT and iBT DSST ® examinations on-base.

## 5. Responsibilities

- a. Commanding Officer will provide the following:

(1) Logistical Support. The CO shall be responsible for determining the local voluntary education program needs for the military population to be served in accordance with Navy College Program policy and for selecting the AI to provide on-base CLEP eCBT and iBT DSST ® testing. The Commanding Officer, in partnership with the AI, shall provide support essential to operating an effective eCBT and iBT DSST ® testing program. This support includes:

(a) Computer Laboratory. A Computer laboratory space will be provided for testing as described in the DANTES Examination Program Handbook, Part I to include space to house and secure the AI's computer equipment. The CO will determine the adequacy of the computer laboratory space. Any change is at the discretion of the CO's approval.

(b) Repairs and Utilities. Provide repairs as required to maintain office and classroom space in good condition. "Good condition" shall be determined by the CO.

(c) Janitorial Services. Janitorial services shall be provided by the CO to maintain classroom spaces in good condition. How this requirement will be met is at the discretion of the CO. The AI, in the person of the individual test administrator, shall be responsible for leaving the classroom spaces in clean condition at the end of each test session.

(2) Medical Assistance to AI Employees or Agents. The Navy shall provide emergency medical assistance to AI employees or agents. It may subsequently seek financial reimbursement for the provision of those services. The Navy shall not be responsible for providing non-emergency medical services to employees or agents of the AI.

(3) Security. The Navy reserves the right to forego the provision of services, in whole or in part, in cases of war or other national or local emergency. The mandates of national security always take precedence over the provision of services to the AI. Should the Navy withdraw any services due to national security needs, it shall notify the AI as quickly as possible.

b. Navy College Office will provide the following:

(1) Based on an historical review of the CLEP testing volumes (military and civilian) for the past three years establish a schedule for meeting CLEP eCBT and iBT DSST ® testing requirements (with the exception of the "Principles of Public Speaking" examination) and identify the most cost-effective and efficient strategy to meet the testing volume requirements. Factors to consider include responsiveness to the installation testing schedule requirements, administrative personnel support, responsiveness of technical support, number of testing workstations, and other relevant factors.

(2) Provide a conducive testing environment as described in the *DANTES Examination Program Handbook*, Part I to include adequate electrical power and space to house and secure the AI's computer equipment.

(3) The Director will confirm with the installation Information Technology personnel that the telecommunications requirements (arranged and paid for by the AI) pose no security risk to the military infrastructure.



(4) The Director shall assist in publicizing the AI CLEP eCBT and iBT DSST ® testing program/schedule using all available local media/information sources.

(5) The Director will monitor the AI's performance to ensure the AI meets the MOU requirements.

(6) Based on notification by the AI of a potential test compromise involving DANTES-funded military or civilian examinee, the Director will notify DANTES immediately as specified in the *DANTES Examination Program Handbook*.

(7) Before DANTES-funded CLEP eCBT and iBT DSST ® testing are authorized to commence under the MOU, the Director must:

(a) Provide DANTES Code 20A with an electronic copy of the executed MOU with the AI and CO signatures.

(b) Ensure that the DANTES Test Control Officer has returned all CLEP paper-based examinations to Chauncey Group International (CGI); returned all paper-based DSST ® examinations to Prometric via FEDEX or UPS; and has provided DANTES Code 20A with a copy of the DANTES Document Receipt Form(s) which accompanied the returned tests to CGI and Prometric, respectively.

c. Academic Institution will provide the following:

(1) Be a member of Service members Opportunity Colleges (SOC) with an established policy for acceptance of CLEP and iBT DSST ® examinations. The AI credit-by-examination policy needs to identify minimum passing score requirements and individual CLEP/DSST ® exams with corresponding course equivalents.

(2) Comply with all terms and conditions of the "Test Center Agreement" and "CLEP Addendum" between the AI and ETS for the administration of CLEP eCBT examinations; and with all terms and conditions of the "Letter of Agreement" with Thomson Prometric for the administration of iBT DSST ® examinations.

(3) Provide required resources for administering CLEP eCBT and iBT DSST ® examinations as described in the "Test Center Agreement" (or "Letter of Agreement") to include computer equipment, commercial Internet service, technical support, and test administrator support.

(4) Meet all operating guidelines and requirements as specified in the *eCBT Administrators Handbook* (Attachment "A") and *DSST ® Internet Based Test Administration Guide*.

(5) The AI's primary mission as a National Test Center is to provide CLEP eCBT and DSST ® testing services to DANTES-funded military and civilian examinees and to all other examinees on a space-available basis.

(6) For eligible DANTES-funded military and civilian examinees, agree to accept a standard test administration fee of \$20 per test paid by DANTES to The College Board (or Prometric). The College Board (or Thomson Prometric) will issue a check to the AI for the total number of administered tests to eligible DANTES-funded examinees.

(7) For unfunded civilian testing, the AI may elect to charge a service fee to compensate the AI for its efforts to provide and maintain a test center. This non-refundable advance-service fee should not exceed \$20 per test from each prospective civilian examinee.

(8) The AI agrees to provide the Director with a copy of all DANTES-funded CLEP eCBT and iBT DSST ® test results for military personnel and a consolidated daily attendance/testing report for scheduled test dates. The AI also agrees to provide a copy of CLEP eCBT and iBT DSST ® test results to all examinees upon completion of exam, with the exception of the English Composition with Essay examination.

(9) The AI agrees to notify the Director Navy College Office, DANTES Test Control Officer, ETS, and The College Board immediately of any test compromise or security breach involving the CLEP eCBT program. Similarly, the AI agrees to notify the Director Navy College Office, DANTES Test Control Officer, Thomson Prometric, and DANTES within 24 hours of any test compromise or security break involving the iBT DSST® program.

(10) Safety, Damages, and Claims. The AI shall exercise reasonable care to prevent accidents, injury, or damage to employees, students, and property. The AI agrees to indemnify and hold harmless the Government of the United States, its agencies, and instrumentalities against all suits, actions, claims, costs, or demands for death, personal injury, and property damage to which Government of the United States, its agencies, and instrumentalities might be subjected and/or held liable for damage arising or resulting from the fault, negligence, wrongful act, or omission of the AI, its employees, or agents in the performance of the required services of this agreement to the extent permitted by the Mississippi State Law.

(11) The AI will schedule testing in the computer lab for a minimum of one day every week. The established hours will be strictly adhered to and conspicuously posted and publicized. Change of hours as well as increase or decrease in testing days or sessions must be approved by the CO prior to instituting any change.

(12) The AI shall provide all of the following to support the CLEP eCBT and iBT DSST ® program:

- (a) computer equipment
- (b) commercial internet provider
- (c) technical support
- (d) test administration personnel

(13) The AI shall require that its employees and examinees adhere to U.S. Government and base regulations as may be applicable to them concerning standards of conduct. All employees and examinees of the AI shall fulfill any local base requirements which may be established as a condition of entry and egress to the base.

(14) The AI, in the person of the individual test administrator, shall be responsible for leaving the classroom spaces in clean condition at the end of each test session.

d. DANTES will provide the following:

(1) DANTES agrees to provide funding for the CLEP eCBT and iBT DSST ® test fee for eligible military and civilian examinees and for the CLEP eCBT and iBT DSST ® administration fee under the terms of the contract between DANTES and The College Board and Prometric, a division of Thomson Learning, Inc., respectively.

(2) Through the DANTES Score Reporting System (SRS), DANTES will capture CLEP eCBT and iBT DSST ® test results for all DANTES-funded CLEP eCBT and iBT DSST ® administrations and will report these test results for military personnel to their respective Service transcript and counseling systems.

(3) DANTES will provide guidance and assistance with implementing the on base National Test Center initiative and provide managerial oversight for assessing the effectiveness of this initiative.

(4) DANTES will coordinate the investigation of any test compromise involving DANTES-funded military or civilian examinees and work with all parties (military, AI, The College Board, Thomson Prometric, and ETS) to ensure timely resolution.

6. Effective date. This MOU is in effect for three years from the date of execution, and may be renewed by written agreement of the CO and the AI.

7. Additional agreement provisions

a. Base Access

(1) Regulations established by the CO govern conditions of entry or egress from the installation and establish specific criteria for access and eligibility for pass issuance. The AI shall ensure that all qualified examinees that do not have a valid pass for access to the installation, contact the Naval Construction Battalion Center Pass and ID Office to comply with local station requirements for entry to or egress from the installation as a pre-condition to test.

(2) The AI will inform all employees of the CO's policy concerning the personal carrying of or transportation of firearms aboard the installation. With the exception of sworn law enforcement officers, all personnel carrying a firearm on their physical presence or transporting a firearm in their privately owned vehicle must contact the Naval Construction Battalion Center Security Officer, to register said firearm(s). Any employee who fails to comply with this requirement will be denied access to the installation and could be prosecuted for criminal misconduct. Except as otherwise provided in this agreement, any dispute concerning the carrying and/or transporting of firearm(s) shall be decided by the CO. The decision of the CO shall constitute final administrative action as to matters so arbitrated.

8. Disputes. Except as otherwise provided in this agreement, any dispute concerning an interpretation of, or a question of fact arising under this agreement, which is not disposed of by mutual consent, shall be decided by the Commanding Officer, Naval Construction Battalion Center, who shall reduce his decision to writing and mail or otherwise furnish a copy to the AI. The decision of the Commanding Officer, Naval Construction Battalion Center, shall constitute final administrative action as to matters so arbitrated.

9. Modification/termination

a. Modification

(1) This MOU may be amended only by mutual consent of both parties, in writing, with the approval of the CO unless either party is required to change the MOU by statutes, executive order, directive, or other government requirement.

(2) Changes in institution policy that are inconsistent with the provisions of this MOU or Navy College Program policy may be cause for review, renegotiation or cancellation.

b. Termination

(1) This agreement may be cancelled at any time by mutual consent of the parties concerned. The agreement may also be terminated by either party upon giving 30 days written notice to the other party. In the case of mobilization or other emergency, the agreement may be terminated immediately upon written notice by Navy College Office, Gulfport, and will remain in force only within the Navy College Office Gulfport capabilities. It is also understood that the Commanding Officer, Naval Construction Battalion Center, will have the right to terminate this affiliation agreement without notice at any time if determined necessary to be in the interests of the Navy's mission requirements

(2) The Director will notify DANTES and provide a copy of the termination notice to DANTES Code 20A.

(3) In the event of any unauthorized disclosure of CLEP or iBT DSST ® secure testing materials, or any other breach by the AI of ETS's (or Prometric respectively) test security procedures, the CO retains the right to immediately terminate the MOU with the AI.

(4) Termination provided for the above by either party shall not be the basis for any claims by the AI against the U.S. Government.

10. SIGNATURES. IN WITNESS WHEREOF, the parties hereunto have executed this Memorandum of Understanding as of the day and year written below.

FOR NAVAL CONSTRUCTION BATTALION CENTER-GULFPORT

CAPT. ED BROWN, USN

DATE \_\_\_\_\_

COMMANDING OFFICER  
NAVAL CONSTRUCTION BATTALION CENTER  
GULFPORT, MS 39501-5010

REVIEWED/APPROVED FOR THE COMMANDING OFFICER BY:

LCDR BRET BOWLIN, USN

DATE \_\_\_\_\_

STAFF JUDGE ADVOCATE  
NAVAL CONSTRUCTION BATTALION CENTER  
GULFPORT, MS 39501-5010

FOR COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE)

C.M. BRAHMBHATT

DATE \_\_\_\_\_

VICE CHANCELLOR OF ADMINISTRATIVE SERVICES  
COAST COMMUNITY COLLEGE DISTRICT  
11460 WARNER AVENUE  
FOUNTAIN VALLEY, CA 92708



**Time Warner Cable/Joint Forces Training Base  
MORALE WELFARE & RECREATION COMMERCIAL SERVICE  
AGREEMENT  
TERMS AND CONDITIONS**

1. **AGREEMENT:**

A. These terms and conditions, taken together with the JFTB MORALE WELFARE & RECREATION Commercial Services Agreement Confirmation of Service Order, Schedules, and any Work Order shall constitute the Agreement between TWC/ JFTB MWR and Customer. Customer agrees to pay TWC/ JFTB MWR the fees set forth in this Agreement in accordance with the payment terms.

B. In the event of a conflict with the terms herein and the terms set forth in the JFTB MORALE WELFARE & RECREATION Service Specifications or in any Schedule, the terms of the JFTB MORALE WELFARE & RECREATION Service Specifications and any Schedule shall take precedence over the terms herein.

2. **DEFINITIONS.**

A. "Business Custom LAN Provisions" means the additional provisions, including, but not limited to, specifications, pricing and additional terms and conditions to the Agreement, attached as a schedule, pursuant to which TWC/ JFTB MWR will provide a pre-designed Business Custom LAN Service Package.

B. "Computer" means a personal computer(s) which (i) does not provide any other computers with access to any features of any Service Package; and (ii) meets certain minimum configuration requirements, as specified from time to time by TWC/ JFTB MWR generally.

C. "Confidential Information" means the TWC/ JFTB MWR Materials, the Business Custom LAN Services Package and Custom Work From Home Services Package charges, Equipment, Software and any other equipment and software provided or licensed to Customer by TWC/ JFTB MWR or which is identified by TWC/ JFTB MWR as confidential or would otherwise be understood to be confidential by a reasonable person.

D. "Custom Work From Home Provisions" means the additional provisions, including, but not limited to, specifications, pricing and additional terms and conditions to the Agreement, attached as a schedule, pursuant to which TWC/ JFTB MWR will provide a pre-designed, customized Work From Home Service Package.

E. "Customer Content" means the content contained on the Customer's Web Site.

F. "Customer Data Network" means Customer's data communications network, including, but not limited to, the equipment residing at the Customer's site which connects such data network to the telecommunication access circuit (including, but not limited to, a cable network circuit) linking such data network to a TWC/ JFTB MWR Server.

G. "Customer Employee" means an individual who is either a full or part time Customer employee, or is an agent of, or consultant or contractor to, Customer, or other designated person who requires access to the Customer Data Network.

H. "Customer Network Link" means the high speed point-to-point telecommunications access circuit between a TWC/ JFTB MWR Server and the Customer Data Network used to provide access to the Customer Data Network from a Computer or Computers at Customer Subscriber Sites, as further described in Section 3.F.

I. "Customer Remote Network" means a Customer-owned LAN which is not geographically co-located with Customer's Data Network.

J. "Customer Subscriber" means each Customer Employee or Customer Remote Network which is party to or otherwise covered by an effective Subscriber Agreement for TWC/ JFTB MWR/JFTB MORALE WELFARE & RECREATION Services and/or Work From Home Services.

K. "Customer Subscriber Site" means the location of the Customer Remote Network or Customer Subscriber Computer, which is connected, to the JFTB MORALE WELFARE & RECREATION Network.

L. "E-mail Account Services" means, except to the extent that the Customer requests TWC/ JFTB MWR to forward the e-mail to the Customer's e-mail server, that portion of a Service Package that allows Customer through the cable modem using a Computer or e-mail server to: (i) access a TWC/ JFTB MWR-furnished e-mail account; and (ii) retrieve e-mail from and send e-mail through a TWC/ JFTB MWR-furnished e-mail account.

M. "Equipment" means the equipment, including, but not limited to, the cabling and related splitters and other cable-related apparatus provided by TWC/ JFTB MWR, its agents or contractors pursuant to this Agreement (excluding equipment purchased by Customer or required to construct, operate and maintain a proxy Server).

N. "Party" or "Parties" means either TWC/ JFTB MWR or Customer, or TWC/ JFTB MWR and Customer, respectively.

O. "JFTB MORALE WELFARE & RECREATION" means ServiceCo, LLC, a Delaware limited liability company.

P. "JFTB MORALE WELFARE & RECREATION Affiliate" means any cable system operator or other entity (including TWC/ JFTB MWR) that is authorized pursuant to an effective affiliation agreement with JFTB MORALE WELFARE &

Initials: \_\_\_\_\_

RECREATION to distribute to subscribers a broadband delivered online service based upon and including the JFTB MORALE WELFARE & RECREATION Content via the JFTB MORALE WELFARE & RECREATION Network.

Q. "JFTB MORALE WELFARE & RECREATION Content" means an aggregation of content and applications provided by JFTB MORALE WELFARE & RECREATION to its JFTB MORALE WELFARE & RECREATION Affiliates, which serves as the basis of such JFTB MORALE WELFARE & RECREATION Affiliates' broadband delivered online services to their subscribers.

R. "JFTB MORALE WELFARE & RECREATION Network" means the data transmission network provided by TWC/ JFTB MWR, JFTB MORALE WELFARE & RECREATION and/or other JFTB MORALE WELFARE & RECREATION Affiliate's through which Customer accesses portions of the Service Package or Customer Subscriber accesses the Customer Data Network.

S. "JFTB MORALE WELFARE & RECREATION Service Specifications" means the then-current version of the document titled "JFTB MORALE WELFARE & RECREATION Service Specifications," which provides additional information regarding the services and features offered as part of any Service Package and which is incorporated herein by reference. TWC/ JFTB MWR may revise this guide from time to time without notice.

T. "JFTB MORALE WELFARE & RECREATION Services" means JFTB MORALE WELFARE & RECREATION Network and JFTB MORALE WELFARE & RECREATION Content.

U. "Server" means a computer, which provides services (including, but not limited to, acting as a network routing device or gateway for access to other networks) to other computing or terminal devices.

V. "Service Charges" means the fees set forth on the Cover Sheet which may be modified by TWC/ JFTB MWR from time to time in its discretion, including all applicable local, state and federal fees or taxes.

W. "Service Package" means: (i) the Equipment, Software and services offered by TWC/ JFTB MWR and subscribed to by Customer as identified on the Confirmation of Service Order and any Work Order(s) and Schedules to this Agreement and any accompanying documentation and other materials in any form, and (ii) the additional services mutually agreed to by the Parties from time-to-time to be provided under this Agreement.

X. "Schedule" means all or a portion of the JFTB MORALE WELFARE & RECREATION Service Specifications which describes a Service Package or individual features and which is attached hereto and made a part hereof.

Y. "Software" means all computing software licensed by TWC/ JFTB MWR to Customer hereunder.

Z. "Subscriber Agreement" means the current form of subscription agreement(s) for JFTB MORALE WELFARE & RECREATION Services and/or Work From Home Services.

AA. "Term" means the period of time commencing upon the date TWC/ JFTB MWR executes this Agreement continuing until a Party terminates this Agreement.

BB. "TWC/ JFTB MWR Hosting Server" means the server made available by TWC/ JFTB MWR, its agent or contractor from time to time to host the Web Site.

CC. "TWC/ JFTB MWR Materials" shall have the meaning given in Section 6.A.

DD. "Web" means the World Wide Web.

EE. "Web Hosting Services" means that portion of a Service Package (and further described in Section 3.E) which TWC/ JFTB MWR, its agent or contractor will perform and provide to (i) allow Customer to establish a Web Site; (ii) host such Web Site on a TWC/ JFTB MWR Hosting Server; and (ii) make the Web Site accessible from the Web.

FF. "Web Site" means the Customer provided Web pages which can be accessed using a Web browser.

GG. "Work From Home Services" means that portion of a Service Package (and further described in Schedule WFA) which TWC/ JFTB MWR will perform to provide access to the Customer Data Network (subject to the limitations imposed by the internetworking and security architecture of the Customer Data Network, the JFTB MORALE WELFARE & RECREATION Network and the JFTB MORALE WELFARE & RECREATION Services) from a Computer or Computers at a Customer Subscriber Site.

HH. "Work Order" means the written description of Equipment, Software, ancillary equipment, Computers, connections, installation remarks and related Customer charges for the installation and operation of a Service Package.

### 3. SERVICE PACKAGE.

A. General. Customer has subscribed for the Service Package identified on the Confirmation of Service Order and any Schedules to this Agreement. The Parties, by mutual written agreement, may add additional services to the Service Package from time-to-time by setting forth such services in additional Confirmation of Service Orders and Schedules to this Agreement.

B. TWC/ JFTB MWR will use reasonable efforts to provide the services included in the Service Package to Customer 7 days a week, 24 hours a day excluding scheduled maintenance and required repairs. TWC/ JFTB MWR shall have the right at any time, in its sole discretion, to change or discontinue any aspect or feature of the Service Package, including but not limited to services, content, hours of availability, Equipment and Software and other necessary or compatible equipment and software. TWC/ JFTB MWR shall have the right at any time in its sole discretion to discontinue, modify or supplement these terms and conditions by

Initials: \_\_\_\_\_



providing Customer with on-line or other notice, and Customer's continued use of the Service Package following any such notice constitutes acceptance of any discontinuance, modification or supplement of the terms and conditions.

C. Either TWC/ JFTB MWR or Customer may terminate this Agreement at any time. Upon such termination, TWC/ JFTB MWR's obligations hereunder shall cease and Customer shall promptly pay all amounts due and owing to TWC/ JFTB MWR including, but not limited to, all amounts for work performed by TWC/ JFTB MWR prior to termination plus termination charges equal to 50% of monthly recurring fees applicable to the remaining minimum committed period, if Customer terminates before the end of Customer's minimum committed period. Upon expiration of the initial minimum committed period, TWC/ JFTB MWR will continue to provide the Service Package to Customer at the then-current month-to-month fee schedule.

D. TWC/ JFTB MWR is responsible for maintaining the TWC/ JFTB MWR provided and installed cable modem, cabling, related splitters and other cable-related Equipment which connects such modem to the JFTB MORALE WELFARE & RECREATION Network. As part of the Service Package, TWC/ JFTB MWR will provide a telephone number for Customer inquiries and remote problem support for Service Package disruptions. Hours of availability and the scope of inquiry and remote support services are as determined by TWC/ JFTB MWR in its sole discretion from time to time. This support is provided for Customer's use of the Service Package by means of the Equipment installed by TWC/ JFTB MWR and the Software only. TWC/ JFTB MWR shall not be responsible to provide such support or inquiry or any repair for: (a) any Equipment not installed by TWC/ JFTB MWR under this Agreement; (b) any other equipment or software; (c) any Web Site; or (d) any party other than Customer, except to the extent described in 3.E, 3.F, or any Schedule. TWC/ JFTB MWR shall refer to Customer, for solution by Customer at Customer's sole expense, those network problems that are identified by TWC/ JFTB MWR as being caused by Customer or any third party using the Service Package, including, but not limited to, such problems arising out of the Customer Data Network.

E. In addition to the other terms and conditions contained in this Agreement, solely if included in the Service Package, TWC/ JFTB MWR will provide Web Hosting Services to Customer on the following terms and conditions:

i. Server Space. Included on a Schedule, or if not included on a Schedule, then as set forth in the JFTB MORALE WELFARE & RECREATION Service Specifications, is the maximum amount of disk space allocated to the Web Site on the TWC/ JFTB MWR Hosting Server. Customer shall at all times ensure that the Web Site does not exceed such amount of disk space. At the request of Customer, subject to availability, TWC/ JFTB MWR may from time to time and for an additional charge, make additional disk space available to the Customer.

ii. Performance. (a) TWC/ JFTB MWR will use reasonable effort to make the Web Site available to the Web twenty-four hours per day, seven days per week, excluding scheduled maintenance and required repairs.

iii. Delivery of Web Site and Updates. Customer will deliver the Web Site to the TWC/ JFTB MWR Hosting Server, and revise, update, enhance or otherwise modify the Web Site, using the connectivity available through the cable modem or any other connectivity provided under this Agreement.

iv. Domain Name Registration. In connection with the Web Hosting Services, Customer shall provide TWC/ JFTB MWR with a registered domain name for the Web Site, unless the Parties mutually agree that TWC/ JFTB MWR shall register the domain name, in which case, Customer shall provide to TWC/ JFTB MWR the domain name which TWC/ JFTB MWR shall submit for registration to Network Solutions or such other entity authorized to perform domain name registration. Customer shall be solely responsible: (i) for the maintenance and update of the registered domain name; and (ii) to ensure that the domain name does not infringe the intellectual property rights of any third party. Notwithstanding the fee TWC/ JFTB MWR charges Customer to submit a domain name for registration, TWC/ JFTB MWR, in its sole discretion, may charge Customer an additional fee, not to exceed one hundred dollars (\$100), each time the domain name registration submission is not completed because the domain name requested by Customer is not available.

v. Domain Name Service. In connection with the Web Hosting Services, TWC/ JFTB MWR will host the Customer's domain names provided by Customer or registered by TWC/ JFTB MWR pursuant to this Agreement by storing and maintaining records in its name servers for the purpose of resolving: (i) Internet access requests to the Customer's Web Site; or (ii) the destination of e-mail messages addressed to such domain names, as appropriate. TWC/ JFTB MWR shall have the right at any time, in its sole discretion, to increase or decrease the number of such records stored on its name servers.

F. In addition to the other terms and conditions contained in this Agreement, solely if included in the Service Package, TWC/ JFTB MWR will provide the E-mail Account Services to Customer as follows:

i. E-mail Accounts. TWC/ JFTB MWR agrees to provide to Customer, for its sole use, the number of e-mail accounts specified in the Service Package.

Collection and Storage of E-mail Messages; Virus Checking. For e-mail accounts hosted by TWC/ JFTB MWR e-mail servers, the TWC/ JFTB MWR e-mail server retains the contents of Customer e-mail communications for a limited period as determined by TWC/ JFTB MWR in its sole discretion from time-to-time, and which period may be changed by TWC/ JFTB MWR without notice to Customer. Customer agrees that TWC/ JFTB MWR may employ e-mail virus-checking technology to protect its system and its subscribers from viruses, and TWC/ JFTB MWR, without notice to Customer, may delete any e-mail which TWC/ JFTB MWR determines is infected with, or may propagate, a virus.

G. Designated Contact. Each Party shall designate one person to serve as the primary contact for all communications hereunder. Initially, such persons shall be those listed on Schedule A. Each Party shall promptly notify the other upon the replacement of such contact.

H. Notwithstanding the foregoing, TWC/ JFTB MWR will have no responsibility to enhance, reengineer, repurpose or otherwise modify the Service Package for any reason whatsoever, including but not limited to, improvement of its performance.

#### 4. CHARGES.

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A. Customer agrees to pay the Service Charges. Service Charges for the Service Package will be billed monthly in advance and are payable on the due date specified in the bill. Additional fees may be payable under each Subscriber Agreement.

B. An administrative late fee will be charged on accounts thirty (30) days past due. There will only be one (1) such administrative charge for each month's charges not paid when due. TWC/ JFTB MWR may charge a service fee for all returned checks and bankcard and charge card charge backs. In addition to the foregoing, and all other available remedies, TWC/ JFTB MWR may: (i) discontinue Customer's access to all or portions of the Service Package, including, but not limited to, discontinuing the Web Hosting Services and Work From Home Services, until such charges, together with interest, are paid; and (ii) delete the Web Site, the Customer Content and all other information residing on any TWC/ JFTB MWR provided facility. TWC/ JFTB MWR, its affiliates, and their respective employees, suppliers and contractors shall have no responsibility or liability for any discontinued access to the Service Package or information deleted pursuant to this paragraph.

C. If Customer access to a Service Package is discontinued, and TWC/ JFTB MWR agrees to resume access to the Service Package, TWC/ JFTB MWR may require a reconnect charge or trip charge (in addition to payment of all overdue balances) before resumption of such access.

D. Customer will be responsible for all expenses (including reasonable attorneys' fees) incurred by TWC/ JFTB MWR in collecting any amounts due and unpaid by Customer.

#### 5. EQUIPMENT, SOFTWARE AND HOSTING.

A. The Equipment (other than Ethernet cards provided by TWC/ JFTB MWR) is and at all times shall remain the sole and exclusive property of TWC/ JFTB MWR and Customer shall acquire no interest therein by virtue of the payments provided for herein or otherwise. Customer will not open, alter, misuse, tamper with or, where installed by TWC/ JFTB MWR, remove the Equipment without the prior written permission of TWC/ JFTB MWR, and will not remove any markings or labels from the Equipment indicating TWC/ JFTB MWR ownership. All Ethernet cards provided by TWC/ JFTB MWR shall become the property of Customer. Customer will safeguard the Equipment from loss or damage of any kind, and will not permit anyone other than an authorized representative of TWC/ JFTB MWR to perform any work on the Equipment.

B. TWC/ JFTB MWR shall have the right from time to time to upgrade the Equipment and the Software, through "downloads" from the JFTB MORALE WELFARE & RECREATION Network or otherwise, and to otherwise conform the Equipment and Software to its then-current network specifications and may require Customer to conform its equipment, including, but not limited to, cable modems, and its software, including, but not limited to, its Customer Data Network, Web Site and proxy Server, to conform to TWC's then-current network specifications.

C. Upon termination of the Service Package, for whatever reason, Customer's right to possess and use the Equipment (other than Ethernet cards provided by TWC/ JFTB MWR) and Software shall likewise terminate. In such event, Equipment (other than Ethernet cards provided by TWC/ JFTB MWR), Software and any copies thereof, and any related written material together with any copies, shall be returned to TWC/ JFTB MWR in the same condition as when received; ordinary wear and tear excepted, or destroyed, on TWC/ JFTB MWR's instruction.

D. If the Equipment is damaged, destroyed, lost or stolen while in Customer's possession, Customer shall be liable for the cost of repair or replacement of such Equipment. If the Equipment is not returned to TWC/ JFTB MWR as described in Section 5.C upon termination of the Service Package, Customer will pay TWC/ JFTB MWR the sum of TWO Hundred Dollars (\$200.00) for each cable modem not returned and a reasonable additional amount to be determined by TWC/ JFTB MWR in its sole discretion for other Equipment not returned, representing the replacement cost of all such unreturned Equipment. TWC/ JFTB MWR may apply any security deposit to any such obligation of Customer, and collect any remaining balance from Customer.

E. TWC/ JFTB MWR grants to Customer a limited non-exclusive license to use the Software, in object code form only, solely for the purpose of accessing portions of the Service Package as contemplated by this Agreement. TWC/ JFTB MWR retains all rights, title and interests in and to the Software; this license confers no rights, title and interest in the Software and no rights in any associated source code, nor does this license include the right to updates, upgrades or other enhancements.

F. Customer is permitted to archive the Software and to load the Software disk in its original format onto each Computer which will use the Software to access a portion of the Service Package. All such copies shall contain the same copyright notices and proprietary markings as the original Software and are subject to the same terms and conditions hereof. Customer will not perform, and will not permit any other person to perform, any other copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of, or preparation of any derivative works based on the Software, all of which are prohibited. Customer may use only execution features of the Software and none of its program development features.

#### 6. PROPRIETARY RIGHTS: CUSTOMER CONTENT.

A. Proprietary Rights of TWC/ JFTB MWR. All materials, including, but not limited to, any computer software (in object code and source code form), data or information developed or provided by TWC/ JFTB MWR, any identifiers or passwords used to access any portion of the Service Package or otherwise provided by TWC/ JFTB MWR, and any know-how, methodologies, equipment, or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC/ JFTB MWR to provide the Service Package to Customer (collectively "TWC/ JFTB MWR Materials") shall remain the sole and exclusive property of TWC/ JFTB MWR or its suppliers. TWC/ JFTB MWR Confidential Information, including, but not limited to, the TWC/ JFTB MWR Materials, shall be held confidential by the Customer.

B. License /Proprietary Rights of Customer. Customer hereby grants to TWC/ JFTB MWR a nonexclusive, worldwide, royalty-free license for the Term to modify, publish, reproduce, distribute, promote, and otherwise use e-mail messages, the Web Site, the Customer Content, and any material made available to the public through use of the Service Package provided hereunder (including postings to chat services, forums, and bulletin boards on the Services).

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C. As between Customer and TWC/ JFTB MWR and without limiting TWC/ JFTB MWRS' rights under this Agreement, e-mail messages, the Web Site and Customer Content shall remain the sole and exclusive property of Customer, including, but not limited to, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights therein.

D. Customer Content. Customer assumes sole responsibility for the Web Site and Customer Content, including the choice of the Web Site domain name. Notwithstanding the foregoing, TWC/ JFTB MWR reserves the right, in its sole discretion, to exclude or remove from the Web Site, a domain name, any hypertext links to third party web sites and any Customer Content on the Web Site which, in TWC/ JFTB MWRS sole discretion, may violate or infringe any law or third-party rights or which otherwise exposes or potentially exposes TWC/ JFTB MWR to civil or criminal liability.

E. Chat Rooms and Bulletin Boards. Chat rooms, bulletin boards and discussion forums shall not be included in the Web Site and may not be implemented by or on behalf of Customer without prior express written approval of TWC/ JFTB MWR.

#### 7. MAINTENANCE AND REPAIRS; SERVICE INTERRUPTIONS.

A. TWC/ JFTB MWR will use reasonable efforts to: repair damage to Equipment installed by TWC/ JFTB MWR and TWC/ JFTB MWR-furnished communication circuits, modify Software, and otherwise attempt to correct any disruption of the Service Package due to technical malfunction of the JFTB MORALE WELFARE & RECREATION Network not caused by Customer or any third party using the Service Package. TWC/ JFTB MWR, in its discretion, may charge to Customer its cost to perform modification or recovery of the Service Package or to repair Equipment or communication circuits if TWC/ JFTB MWR determines that such modification, recovery or repair was necessitated by Customer's action or failure to act.

B. In the event of complete failure of: (i) the Service Package hereunder; or (ii) the Web Hosting Services or all portions of the Service Package other than the Web Hosting Services (where the Service Package includes a Web Hosting Service provided hereunder for which Customer pays a separate monthly recurring fee hereunder), due to technical malfunction of the JFTB MORALE WELFARE & RECREATION Network not caused to any extent by Customer or any third party using the Service Package, and such complete failure continues for twenty-four (24) consecutive hours or more, Customer will be entitled to a prorated credit upon request, such credit equal to one-thirtieth (1/30) of the monthly recurring charges for each consecutive twenty-four (24) hour period of each such failure of such services. A complete failure of such Hosting Service shall mean that no visitors are able to access the Web Site through the Internet. TWC/ JFTB MWR shall have no liability, including as set forth in this Section 7, for disruption of the Service Package due to circumstances beyond its control, including, but not limited to, inability to obtain products or services, acts of God, natural disaster, regulation or governmental acts, fire, civil disturbance, strike, weather, any unauthorized access to or destruction or modification of the Service Package or the JFTB MORALE WELFARE & RECREATION Network, in whole or in part, or act or failure to act of Customer or any third party using the Service Package.

C. The obligation set forth in this Section 7 shall constitute TWC/ JFTB MWRS sole obligation and liability and Customer's exclusive remedy in the event of any failure of the Service Package.

#### 8. OBLIGATIONS OF CUSTOMER.

A. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL USAGE BY CUSTOMER AND ANY THIRD PARTY OF THE SERVICE PACKAGE, IN ALL CIRCUMSTANCES, UNDER ANY SERVICE PACKAGE ACCOUNT, SUBACCOUNT, SCREEN NAME, WEB SITE, E-MAIL IDENTIFIER, PASSWORD OR OTHERWISE. THIS INCLUDES, BUT IS NOT LIMITED TO, RESPONSIBILITY FOR ALL CHARGES FOR MERCHANDISE OR SERVICES ORDERED THROUGH THE SERVICE PACKAGE.

B. CUSTOMER UNDERSTANDS THAT CERTAIN CONTENT THAT MAY BE ACCESSIBLE THROUGH THE SERVICE PACKAGE MAY BE OBJECTIONABLE, OR UNSUITABLE FOR MINORS. CUSTOMER WILL APPROPRIATELY SUPERVISE THE USAGE OF THE SERVICE PACKAGE BY ALL PERSONS TO WHOM IT PERMITS ACCESS. CUSTOMER TAKES SOLE RESPONSIBILITY FOR ALL DETERMINATIONS REGARDING ACCESS TO THE SERVICE PACKAGE. CUSTOMER ACKNOWLEDGES THAT NO SCREENING SOFTWARE HAS BEEN INCLUDED WITH THE SERVICE PACKAGE.

C. Customer shall not, and shall not permit, the posting or transmission through the Service Package of any material that violates or infringes in any way upon the rights of others (including, but not limited to, copyrights and other intellectual property rights), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

D. The Service Package contains copyrighted material, trademarks and other proprietary information, and the JFTB MORALE WELFARE & RECREATION Content in its entirety is copyrighted as a collective work under the United States copyright laws. Users of the Service Package may download copyrighted material solely for personal use. Except as otherwise expressly permitted under copyright law, Customer shall not, and shall not permit any user of the Service Package provided hereunder to copy, redistribute, publish or commercially exploit the downloaded material without the express prior written consent of TWC/ JFTB MWR and, where applicable, the third party copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution or copyright notice shall be made. Users of the Service Package provided hereunder may download public domain materials, but Customer shall be solely responsible for and assume all risks with respect to the determination of whether materials, other than those contained as part of the Service Package, are in the public domain.

E. Customer shall not, and shall not permit any user of the Service Package provided hereunder to upload, post or otherwise make available on the any service accessible through the Service Package any material protected by copyright, trademark or other proprietary right without the express permission of the owner thereof. Users of the Service Package may upload public domain materials, but Customer shall be solely responsible for and assume all risks with respect to the determination of whether materials are in the public domain. Customer hereby grants TWC/ JFTB MWR the right to edit, modify, adapt, translate, exhibit, publish, transmit,

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participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use any material made available by Customer's, any Customer Subscriber's or any third party's use of the Service Package.

F. Customer agrees not to resell, redistribute or sublicense the Service Package or any portion thereof, or access thereto, in any manner. This prohibition on resale or redistribution includes, but is not limited to, Internet access, web hosting, e-mail, FTP and Telnet access.

G. Customer shall not permit any use of the Service Package for illegal purposes, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

H. Excessive data transfer may interfere with the experience of other users. Customer agrees not to disrupt, or to interfere with the use by other subscribers of the JFTB MORALE WELFARE & RECREATION Network or the services available through the JFTB MORALE WELFARE & RECREATION Network. Customer acknowledges and agrees that TWC/ JFTB MWR shall have the right to monitor the "bandwidth" utilization (i.e., the volume of data transmitted during a period of time determined by TWC/ JFTB MWR) arising out of the Service Package provided hereunder at any time and on an ongoing basis. TWC/ JFTB MWR may limit Customer's bandwidth utilization from time to time, if TWC/ JFTB MWR in its sole discretion determines such utilization is excessive. You are prohibited from using the Software or the Services to send unsolicited commercial e-mail, otherwise known as "spam." Spam includes, but is not limited to, the following examples below are in violation of this Agreement and the AUP, and in many cases are prohibited by law. By accepting this Agreement, You fully agree to abide by this policy, as more specifically set out below.

i) **Unsolicited e-mail:** Defined as sending unsolicited commercial or private e-mail. This is prohibited. You are not permitted to use Your Software or Service Account or other e-mail account to send unsolicited commercial or private e-mail, including for the purpose of informing others of Services or special offers made by TWC/ JFTB MWR. Using an e-mail address hosted anywhere on TWC/ JFTB MWR Service or Software or other e-mail alias account to collect responses from unsolicited commercial or private e-mail is prohibited.

ii) **Mail bombing:** Defined as sending large volumes of unsolicited e-mail to individuals from any e-mail account. Mail bombing is prohibited.

iii) **Harassment:** Defined as sending threatening or harassing e-mail messages after being requested to stop. All harassing or threatening e-mail is prohibited.

iv) **Fraud:** Defined as incorporating a false subject line, false return address, or false transmission path into any e-mail sent using the Service or the Software. Fraud includes all forms of computer "hacking," and all fraud is prohibited.

v) **Newsgroup spamming:** Defined as excessive cross-posting, or posting the same article to several newsgroups. This is prohibited. Generally accepted "Netiquette" standards allow no more than 9 newsgroups, or cross-postings, for a single article or substantially similar articles. Such prohibited articles will be deleted. You are not allowed to use any e-mail account provided to you under this Agreement or other e-mail account to spam a newsgroup.

vi) **Off topic or inappropriate postings:** There is no restriction on content, except as defined by each newsgroup. Continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in the vast majority of newsgroups.

I. In the event that Customer fails to comply with any of its obligations hereunder, TWC/ JFTB MWR may suspend or discontinue the Service Package (including physically disconnecting the connection between the Customer premises and the JFTB MORALE WELFARE & RECREATION Network) without advance notice. If TWC/ JFTB MWR suspends or discontinues the Service Package, TWC/ JFTB MWR will refund to Customer all pre-paid fees less any amount due TWC/ JFTB MWR under this Agreement.

J. TWC/ JFTB MWR is hereby granted the right to enter Customer premises and have access to the Computers, Equipment and Software during the term, and upon termination, of this Agreement at all times that the premises are open to others for purposes consistent with TWC/ JFTB MWR obligations and rights under this Agreement. TWC/ JFTB MWR will notify the contact person designated by Customer pursuant to Section 3.G in advance of any visit and will use reasonable efforts to arrange each visit at a time that is convenient for Customer.

## 9. WARRANTIES

A. **TWC/ JFTB MWR.** TWC/ JFTB MWR represents and warrants to Customer that TWC/ JFTB MWR has the power and authority to enter into and perform its obligations under this Agreement.

B. **Customer.** Customer represents and warrants to TWC/ JFTB MWR: that Customer has the power and authority to enter into and perform its obligations under this Agreement; throughout the Term, that the Web Site is accurate, the Web Site is not obscene or indecent or otherwise objectionable to a person of reasonable sensibilities and does not include any content which is libelous or defamatory or violates any right of publicity or privacy or other right (or which may cause injury to) any third party, the Web Site includes only information and materials that Customer owns or is otherwise authorized to distribute and use and to authorize TWC/ JFTB MWR to distribute and use as contemplated hereby, the Web Site conforms to all applicable federal, state, and local laws and regulations, including but not limited to export laws; any existing or requested domain name Customer submits to TWC/ JFTB MWR pursuant to this Agreement and all intellectual property rights therein are owned exclusively by Customer, or that Customer has all necessary rights to register such name; and neither the Web Site, nor the exercise by TWC/ JFTB MWR and its permitted sub licensees of the rights granted hereunder with respect to the Web Site, will infringe upon or violate any copyright, trademark, patent, trade secret or other proprietary right of any third party. Should Customer receive notice of a claim regarding the Web Site, Customer

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shall promptly provide TWC/ JFTB MWR with written notice of such claim. For purposes of this Section 9.B, the meaning of Web Site shall include, in addition to the definition given in Section 2.FF, the Web Site domain name.

10. DISCLAIMER OF WARRANTY: LIMITATION OF LIABILITY.

A. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE PACKAGE, INCLUDING, BUT NOT LIMITED TO, THE JFTB MORALE WELFARE & RECREATION NETWORK, THE E-MAIL ACCOUNT SERVICES, THE WORK FROM HOME SERVICES AND THE WEB HOSTING SERVICES AND THE FEATURES OF EACH, IS AT ITS SOLE RISK AND THAT NEITHER TWC/ JFTB MWR OR ITS AFFILIATES SHALL BE LIABLE IN CONNECTION WITH ANY USAGE OF THE SERVICE PACKAGE BY CUSTOMER OR ANY THIRD PARTY. NEITHER TWC/ JFTB MWR, ITS VENDORS OR ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT, SOFTWARE OR INFORMATION SERVICE PROVIDERS OR LICENSORS REPRESENT OR WARRANT THAT THE SERVICE PACKAGE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY REPRESENTATION OR WARRANTY AS TO THE AVAILABILITY OR SCOPE OF THE SERVICE PACKAGE, INCLUDING, BUT NOT LIMITED TO, AVAILABILITY OF E-MAIL MESSAGES, THE CUSTOMER NETWORK LINK OR THE WEB SITE, OR RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE PACKAGE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, SERVICE OR MERCHANDISE ADVERTISED, PURCHASED OR PROVIDED THROUGH THE SERVICE PACKAGE. CUSTOMER ACKNOWLEDGES THAT THE PERFORMANCE OF THE SERVICE PACKAGE WILL VARY FROM TIME TO TIME BASED ON NETWORK USAGE AND OTHER FACTORS, AND THAT NO MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME.

NEITHER TWC/ JFTB MWR NOR ITS AFFILIATES SHALL BE LIABLE FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, THE CUSTOMER DATA NETWORK, CUSTOMER REMOTE NETWORKS, COMPUTERS, THE WEB SITE, E-MAIL MESSAGES, DATA FILES, PROGRAMS OR ANY OTHER INFORMATION OF THE CUSTOMER, ITS USERS, OR OTHER THIRD PARTIES THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES.

NEITHER TWC/ JFTB MWR NOR ITS AFFILIATES ENDORSE OR WARRANT, AND NEITHER SHALL BE RESPONSIBLE IN ANY REGARD FOR, ANY MERCHANDISE OR SERVICES ADVERTISED BY OR ORDERED THROUGH THE SERVICE PACKAGE FROM THIRD PARTIES OR OTHER COMMERCIAL TRANSACTIONS WITH THIRD PARTIES.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8.I, THE SERVICE PACKAGE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT AND THE SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (OTHER THAN THOSE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT) AND WARRANTIES AS TO RESPONSE TIME OR OTHER PERFORMANCE OR CHARACTERISTICS OF THE SERVICE PACKAGE.

NEITHER TWC/ JFTB MWR NOR ITS AFFILIATES NOR ANY OF ITS SUPPLIERS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY WITH REGARD TO THE OPERATION OR REPAIR OF ANY COMPUTER OR CUSTOMER DATA NETWORK, OR FOR ANY LOSS OF DATA, HOWEVER CAUSED.

EXCEPT FOR THE REFUND EXPRESSLY PROVIDED IN SECTION 8.J, IN NO EVENT (INCLUDING NEGLIGENCE) WILL TWC/ JFTB MWR OR ITS AFFILIATES, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICE PACKAGE (INCLUDING THE CONTENT INCLUDED THEREIN OR THE INFORMATION SERVICES ACCESSED THEREBY), THE EQUIPMENT OR THE SOFTWARE, BE LIABLE FOR ANY DIRECT, INDIRECT, ACCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE PACKAGE OR OUT OF OR RELATED TO THE BREACH OF ANY WARRANTY OR REPRESENTATION, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR ACCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN ANY EVENT, THE AGGREGATE LIABILITY OF TWC/ JFTB MWR AND ITS AFFILIATES TO CUSTOMER FOR ANY REASON AND UPON ALL CAUSES OF ACTION IN THE AGGREGATE RAISED UNDER ANY THEORY OF LAW (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM ARISES. CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 10 SHALL APPLY TO ALL CONTENT OR INFORMATION SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE SERVICE PACKAGE, AND ARE FOR THE BENEFIT OF TWC/ JFTB MWR AND ITS AFFILIATES.

11. MONITORING. TWC/ JFTB MWR shall have the right, but not the obligation, to monitor all content arising out of the Service Package, including chat rooms, bulletin boards, e-mail and forums, in order to determine compliance with this Agreement and any rules now or hereafter established by TWC/ JFTB MWR from time to time.

TWC/ JFTB MWR will have the right in its sole discretion to edit, refuse to post, request, removal of, or remove any material submitted to or posted on any portion of the Service Package, including personal home pages. Without limiting the foregoing, TWC/ JFTB MWR shall have the right to remove any material that TWC/ JFTB MWR, in its sole discretion, finds to be in violation of the provisions of this Agreement or any operating rules promulgated from time to time by TWC/ JFTB MWR hereafter, or otherwise to be objectionable. Under no circumstances, however, does or will TWC/ JFTB MWR undertake any obligations to review or determine

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the accuracy of any postings.

Use of E-mail Messages. Notwithstanding the foregoing, TWC/ JFTB MWR does not intend to access, use or disclose the contents of Customer e-mail messages unless it in good faith believes that such action is necessary (i) to comply with applicable law or valid legal process (e.g., search warrant or court order); (ii) to protect the rights or property of TWC/ JFTB MWR; or (iii) in emergencies when TWC/ JFTB MWR believes that physical safety is at risk. Customer acknowledges that Customer e-mail messages directed at a person or entity, including TWC/ JFTB MWR, may be used or disclosed by the intended recipient(s) without restrictions relating to privacy or confidentiality.

12. INDEMNIFICATION. Customer, at its own expense, agrees to defend, indemnify and hold harmless TWC/ JFTB MWR, its affiliates and third party content and information service providers and their respective officers, directors, employees and agents, from and against all claims, liabilities, damages and expenses, including attorneys' fees, arising out of or relating to: the use of the Service Package provided to Customer, including, but not limited to, any service provided or performed through the Service Package or agreed to be performed through the Service Package or any product sold through the Service Package by Customer, its agents, employees or assigns; any unauthorized access to, or alteration, theft or destruction of Customer or third party information; any injury to person or property caused by any products sold or otherwise distributed in connection with the Web Site; any material supplied by Customer, including, but not limited to, any domain name provided by Customer to TWC/ JFTB MWR for registration or use with the Web Site, which infringes or allegedly infringes on the proprietary rights of a third party; intellectual property rights infringement, including, but not limited to, copyright infringement; any defective products sold to anybody or any company through the Web Site; or Customer's breach of its confidentiality obligations or breach of any of its representations or warranties.

13. NOTIFICATIONS. Customer's privacy interests, including its ability to limit the disclosure of certain information to third parties, are safeguarded by provisions of the Cable Communications Policy Act of 1984, as amended. Customer's rights under the foregoing law, and TWC/ JFTB MWR's privacy practices, are described in the Subscriber Privacy Notice delivered to Customer and incorporated by reference. Customer hereby acknowledges receipt of the Subscriber Privacy Notice included as Schedule P of this Agreement.

14. ENTIRE AGREEMENT. This Agreement and any operating rules for the Service Package established by TWC/ JFTB MWR now or hereafter constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter; provided that any other subscription or Customer agreement related to Customer's cable television service with TWC/ JFTB MWR shall remain in full force and effect. Acceptance or use of the Service Package shall constitute acceptance of the terms and conditions herein.

15. MISCELLANEOUS. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein, and the remainder of this Agreement shall remain in full force and effect. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default. TWC/ JFTB MWR's rights and obligations under this Agreement may be assigned in whole or in part to and assumed by any third party or parties upon written notice to Customer. Customer may not assign this Agreement without the prior written consent of TWC/ JFTB MWR. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party and this Agreement shall not be interpreted or construed to create an association, agency, joint venture, partnership, and franchise or employee relationship between the Parties. Any notice, under this Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer at its address set forth on the Confirmation of Service Order, or to such other address or facsimile number as is given by Customer to TWC/ JFTB MWR in writing. Notices shall be delivered to TWC/ JFTB MWR at the address set forth on Schedule A. The provisions of Sections 3.C, 3.E.iv.(ii), 4, 5.A, 5.C, 5.D, 5.F, 6.A, 6.B, 6.C, 7.B, 8.A, 8.D, 8.E, 8.I, 8.J, 10, 12, and 15 shall survive the completion, expiration, termination or cancellation of this Agreement. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. TWC/ JFTB MWR shall be excused from performance of the Service Package due to circumstances beyond its control, including, but not limited to inability to obtain products or services, acts of God, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

16. APPLICABLE LAW AND VENUE. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of California except for its conflicts of law principles. Venue for any disputes arising from this Agreement shall be any court of competent jurisdiction located within TWC/ JFTB MWR's Los Angeles, California service area.

Initials: \_\_\_\_\_

## MWR-Time Warner Cable Business Class Services Agreement

MWR General Manager: 562-795-2126

This MWR-Time Warner Cable Business Class Services Agreement is made by and between [TWC Communications, LLC or MWR-Time Warner Cable Information Services (California), LLC] and (Division Commercial Video & HSD Entity/Entities)] collectively d/b/a MWR-Time Warner Cable ("TWC") and the customer identified below (" One Stop"):

Service Location

Authorized Contact Person(s)

Account Name: Primary: \_\_\_\_\_ Secondary: \_\_\_\_\_  
Contact: Phone: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: Fax \_\_\_\_\_ Fax \_\_\_\_\_  
City: Cell Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Office Phone: E-Mail Address: \_\_\_\_\_

Service Package	Monthly Fee*	Installation Fee*
3 Business Class Phone Lines @ \$63.95 each = \$191.85 1 Fax Line = \$ 15.00 1 Internet Access: Includes 1 Static IP = \$100.00	<u>\$306.85</u> per month  for 36 months	One time Installation Fee. \$199.00

The term of this Agreement is three (3) years beginning June 15<sup>th</sup> 2008 until June 15<sup>th</sup> 2011 the Customer's minimum committed period for the services as listed on this confirmation of service order, commencing on the date of installation of each service. In the event the customer should cancel service prior to full term of contract, customer will be required to pay the cost of construction to Time Warner plus early termination fees set forth and stated in this contract).

THIS MWR-TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT IS SUBJECT TO THE MWR-TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT TERMS, A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THE REFERENCE. BY EXECUTING THIS MWR-TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS, INCLUDING RELATING TO THE TIME WARNER BUSINESS CLASS SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

### CUSTOMER

Signed: \_\_\_\_\_ S.S.N # or Tax I.D.#: \_\_\_\_\_  
Name: \_\_\_\_\_ Email address: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\*Fees specified in the Agreement do not include applicable taxes and franchise fees, which will be added to Customer's bill in accordance with statutes and regulations governing provision of the Service. N/A

<sup>1</sup>Persistent IP is an extended lease and is subject to change if renumbering within the network occurs.

MWR-Time Warner Cable Business Class 866-772-4948: Identify building number and POC: with call back phone number the Master account number is:#8448400040038155.





## VENDING SERVICE AGREEMENT

This Agreement, made this September 2, 2008, by and between Coast Community College District (Orange Coast College), located at 2701 Fairview Road, Costa Mesa, CA 92626 (hereinafter referred to as "District"), and First Class Vending, Inc., located at 6875 Suva Street, Bell Gardens, CA 90201 (hereinafter referred to as "FCV"). District and FCV may collectively be referred to as "Parties."

In consideration of the mutual terms, conditions, and covenants contained herein, the District and FCV hereby agree as follows:

1. District hereby grants to FCV the exclusive vending machine rights to distribute and dispense non-alcoholic beverages, confections, and other food products or items as the Parties may agree upon, and the license to enter into and upon the District's premises for the purpose of installing, maintaining, servicing, and operating vending machines at the aforementioned location(s); and any other locations that the Parties agree ("Premises"). (This Agreement shall be valid at any Premises that District moves its facility.)
2. District agrees to provide janitor service to keep vending service area clean; to provide all utilities, water, and electrical lines necessary for vending operations; and to promptly notify FCV of any malfunctioning vending machines. First Class Vending will pay District \$120 per month for Utility Charges. This payment will be added to each monthly commission payment.
3. FCV shall provide all automatic vending equipment in good working order, in furtherance of providing quality food and refreshments service, and further agrees as follows:
  - a. To comply with all local, county and state laws pertaining to safe handling of food products;
  - b. To provide trained and knowledgeable personnel to service the vending equipment;
  - c. To pay all required permit and license fees and sales tax in connection with the vending services;
  - d. To carry and continue in force required reasonable insurance coverage, including worker's compensation, public liability, property damage, and product liability coverage. FCV will provide a Certificate of Insurance upon District's request; and
  - e. To indemnify and hold harmless District against all third party claims, loss, or liability arising from the damage or destruction of property or injury to person arising out of FCV's negligence in connection with the operation, maintenance, or installation of the vending equipment.
4. The vending and related equipment installed pursuant to the Agreement shall remain the property of FCV, and upon termination of this Agreement, FCV shall have the right to enter District's Premises to remove the vending equipment.
5. All receipts from the vending services provided under this Agreement shall belong solely to FCV. District shall be responsible for providing appropriate refunds to customers as a result of malfunctioning vending equipment, and FCV shall reimburse District for such customer refunds on a monthly basis after submission of District records adequately documenting the refunds. District may request receipts for auditing purposes. Such receipts shall be made available within 10 days of request.
6. District shall be paid a commission of 25% percent of the monthly gross receipts, after payment of any applicable sales tax, California redemption value, and refunds. FCV shall pay the commission at the end of the following month that the commission is earned.

7. First Class Vending will freeze pricing for the initial 2 year term of this agreement. Subsequently, in the event of an increase in costs of any of the merchandise vended, or in the taxes levied or assessed on the purchase of such merchandise, the selling price may be adjusted to reflect such change without otherwise affecting this Agreement. FCV may, upon mutual agreement, remove any vending equipment that FCV deems unprofitable, and/or terminate this Agreement if the operations hereunder become unprofitable, or otherwise deemed not in FCV's best interest.
8. The term of this Agreement shall be for a period of 24 months commencing from October 1, 2008 and may be continued upon written mutual agreement of contracting parties.
9. If at any time during the term of this Agreement District should determine that FCV's service is unsatisfactory, District shall advise FCV by written notice of the specific service that it deems unsatisfactory, and provide FCV fifteen (15) days to cure the unsatisfactory service. If FCV fails to correct the unsatisfactory service within the fifteen (15) day cure period, District may cancel this Agreement with an additional ten (10) day written notice to FCV.
10. Any notice required under this Agreement shall be provided by registered mail, return receipt requested or other means by which receipt can be verified in writing, to the address provided above or to such address subsequently provided in writing by a party. The notice shall be effective from proof of receipt of such notice.
11. The terms and conditions of this Agreement constitute the entire agreement and supersede all previous negotiations, representations and agreements between the Parties, whether oral, written, or implied. This Agreement shall be binding on the Parties respective successors, assigns, executors, and administrators.
12. In the event a civil action or arbitration is instituted as result of any breach of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs. The laws of the State of California shall apply to the interpretation of this Agreement with venue existing in Orange County, CA.

<p>FIRST CLASS VENDING, INC.</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: ____/____/____</p>	<p>I hereby represent that I am authorized and have the legal authority to enter into this Agreement on behalf of DISTRICT. I accept the terms and conditions of this Agreement.</p> <p>Signature: _____</p> <p>Print Name: C.M. Brahmbhatt</p> <p>Title: Vice Chancellor, Administrative Services</p> <p>Date: 09/24/2008</p>
---	--



**Data Fusion**  
Technologies, Inc.

Proposal Issued: September 9, 2008  
Proposal Expires: October 31, 2008

**Orange Coast College**  
**Jigsaw Software Authorization to Renew Annual Software License**  
Authorization to Purchase for Unlimited Use License

**Software**

**Amount**

**Two Campus Wide Annual Renewals April 2009 – March 2011**

**To be paid in "two installments of \$8,295.00" on the 1<sup>st</sup> of April 2009 and 2010**

**\$ 16,590.00**

**Enterprise (Pre-Release) – Approximate Enrollment 25k**

*Orange Coast College explicitly agrees to the terms of the attached project scope. Any additional enhancements or requests beyond that scope will be billed to OCC at current hourly rates*

*Orange Coast College explicitly agrees that this quotation does not include the following:*

- Training Costs
- Data Import and/or Setup costs
- Travel Expenses
- Installation Labor
- Any applicable Federal, State, and Local Taxes
- Database Licensing
- Hardware
- Operating System Licensing
- Consulting Services of any kind

*Data Fusion will notify OCC upon completion of the customizations. OCC will then have 120 days to review the customizations and either 1) Accept the customizations, or 2) Reject the customizations. If the customizations are rejected, OCC will document the reason for the rejection, and Data Fusion would have 120 days to then resubmit the customizations for acceptance. If there is no written response to the completion of the customizations within 120 days, the customizations will be deemed accepted. Data Fusion's liability shall not exceed the fees received for the current project.*

**Data Fusion Technologies, Inc.**

**Orange Coast College**  
**2701 Fairview Rd, Costa Mesa CA, 92626**

By: \_\_\_\_\_

Signature

Date

Alan Corcoran

Printed or Typed Name

President and CEO

Title

By: \_\_\_\_\_

Signature

Date

Melinda Nish

Printed or Typed Name

Vice President - Instruction

Title

By: \_\_\_\_\_

Signature

Date

C.M. Brahmbhatt

Printed or Typed Name

Vice Chancellor – Administrative  
Services - CCCD

Title

## Phase 1

Description	Hours
<ul style="list-style-type: none"> <li>Control asset ownership on both time and division basis (Includes db changes and new admin program)               <ul style="list-style-type: none"> <li>Each asset must be ownable in 5 minute increments</li> <li>Each asset must be able to be owned jointly by schedulers within their division as well as in multiple divisions and co-owned by day and time (7 days a week/24 hours a day)</li> </ul> </li> <li>Control user rights through administrative lock downs based on user security rights               <ul style="list-style-type: none"> <li>Assets owned by multiple schedulers will be scheduled on a first come first served basis and retained in that order. The scheduled asset will remain visible to schedulers with rights to that asset. Two or more schedules retaining the same asset at the same time will be shown as a duplicate and resolved through administration. Any conflicts in asset ownership will be shown only as duplicates and must be resolved and/or flagged by a master scheduler.</li> </ul> </li> <li>Schedulers are given access to schedule courses and resolve conflicts within their assets               <ul style="list-style-type: none"> <li>If assets are unavailable within a schedulers division the scheduler can look to other assets outside that division</li> <li>Jigsaw will provide a full Request Report of all assets requested by schedulers. Admin staff will resolve conflicts and these in turn are deleted from the master Request Report</li> <li>The Master Scheduler reviews and approves sections in Jigsaw. Available assets are listed and schedulers have a second opportunity to request assets. The Master Scheduler will review and approve the second round of requests.</li> </ul> </li> <li>Up to 60 users at any given time</li> </ul>	40

## Phase 2

Description	Hours
<ul style="list-style-type: none"> <li>Control security by time (same user automatically has different permissions based on date or global flag)</li> </ul>	32
<ul style="list-style-type: none"> <li>Schedule part-term classes (one class scheduled in the first 8 weeks and another scheduled in the second 8 weeks wouldn't be a conflict.)</li> </ul>	40
<ul style="list-style-type: none"> <li>Allow scheduler to select a room they don't own, but keep the assignment in suspense (type of conflict)               <ul style="list-style-type: none"> <li>Two or more schedulers who have assigned the same asset at the same time will be flagged as a duplicate on the master class list</li> </ul> </li> </ul>	4
<ul style="list-style-type: none"> <li>New conflict report with selectable, sortable columns, including selection by conflict type               <ul style="list-style-type: none"> <li>Conflicts in Jigsaw will be shown as a report that can be reviewed and resolved by administrative staff. Conflicts can therefore be turned on/off by admin personnel with rights</li> </ul> </li> </ul>	40

### California

5100 E. La Palma Avenue, Suite 115  
Anaheim Hills, CA 92807  
(714) 777-1800 telephone  
(714) 777-1840 fax

### Arizona

4625 So. Lakeshore Drive, Suite 407  
Tempe, AZ 85282  
(480) 491-0781 telephone  
(480) 491-0779 fax

### New Mexico (Administrative Office)

500 South Main Street, Suite 200  
Las Cruces, NM 88001  
(505) 528-7180 telephone  
(505) 527-9045 fax

### Maryland

10400 Ridgland Road, Suite 7  
Cockeysville, MD 21030  
(410) 667-3650 telephone  
(410) 667-4409 fax

<ul style="list-style-type: none"> <li>Support cross-listed courses (split course records in two, one for course number and related information, and one for the physical class session, allowing multiple course number records per physical session.)</li> <li>Cross-listed courses do not appear as conflicts on the conflict report</li> <li>Cross-listed sections are owned equally through divisions and any changes made to a cross-listed section are shown as such to each respective division. A cross-listed course is one course with two names and two CRN numbers</li> <li>Cross-listed classes share the same number of instructor LHE and should not add the numbers into the total number of LHE's</li> </ul>	40
<ul style="list-style-type: none"> <li>Increase class start time from 6:30 AM to at least 6:00 AM</li> </ul>	2
<ul style="list-style-type: none"> <li>Create a new schedule by copying an existing one, with options on what aspects to copy. (Also need delete schedule, in case someone makes a mistake copying.)</li> </ul>	24
<ul style="list-style-type: none"> <li>New field for Online Narrative (separate from Notes)</li> <li>Field for Room and Instructor has "Not Assigned" option for objects with open status</li> </ul>	8
<ul style="list-style-type: none"> <li>Change LHE's from 2 decimal places to 3</li> </ul>	0
<b>Total Hours</b>	<b>230</b>

Data Fusion Technologies, Inc.

Orange Coast College  
2701 Fairview Rd, Costa Mesa CA, 92626

By: \_\_\_\_\_  
Signature Date  
  
Alan Corcoran  
Printed or Typed Name  
  
President and CEO  
Title

By: \_\_\_\_\_  
Signature Date  
  
Melinda Nish  
Printed or Typed Name  
  
Vice President - Instruction  
Title

By: \_\_\_\_\_  
Signature Date  
  
C.M. Brahmhatt  
Printed or Typed Name  
  
Vice Chancellor – Administrative  
Services - CCCD  
Title

**California**  
5100 E. La Palma Avenue, Suite 115  
Anaheim Hills, CA 92807  
(714) 777-1800 telephone  
(714) 777-1840 fax

**Arizona**  
4625 So. Lakeshore Drive, Suite 407  
Tempe, AZ 85282  
(480) 491-0781 telephone  
(480) 491-0779 fax

**New Mexico (Administrative Office)**  
500 South Main Street, Suite 200  
Las Cruces, NM 88001  
(505) 528-7180 telephone  
(505) 527-9045 fax

**Maryland**  
10400 Ridgland Road, Suite 7  
Cockeysville, MD 21030  
(410) 667-3650 telephone  
(410) 667-4409 fax



JIGSAW SECTION RESOURCE MANAGEMENT SYSTEM

LICENSE, INSTALLATION AND SUPPORT AGREEMENT

COVER SHEET

Customer:

Name: Orange Coast College

Address: 2701 Fairview Road, Costa Mesa CA, 92626

Contract date: April 2009- March 2011

Financial contact:

Name: Melinda Nish

Address: 2701 Fairview Road, Costa Mesa CA, 92626

Phone: (714) 432-0202

eMail: mnish@occ.cccd.edu

Software:

See Page 2, Authorization to Purchase

Annual renewal fee (Payable as per Authorization to Purchase): **\$ 8,295.00**

Enrollment Tier: **25K**

Services purchased: **\$ 16,590.00**

Customer and Data Fusion Technologies, Inc. agree to these terms and to the terms set forth on the attached Non-Standard Terms and attached Standard Terms.

Customer: ORANGE COAST COLLEGE Data Fusion Technologies, Inc

By: [Signature]

Print Name: MELINDA NISH

Position: VICE PRESIDENT, INSTRUCTION By: \_\_\_\_\_

Date: 9/11/08

Customer: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_









## **JIGSAW SECTION RESOURCE MANAGEMENT SYSTEM**

### **LICENSE, INSTALLATION AND SUPPORT AGREEMENT**

#### **STANDARD TERMS**

**Important: The text of these Standard Terms may not be modified. Modifications may only be made using a Non-Standard Terms form.**

#### **1. Definitions.**

- 1.1. "Agreement" means the terms set forth in the Cover Sheet, these Standard Terms, any Non-Standard Terms that are referenced in the Cover Sheet and attached, and any Amendment.
- 1.2. "Amendment" means a subsequent amendment to this Agreement.
- 1.3. "Annual License Fee" means the annual license fee specified on the Cover Sheet.
- 1.4. "Contract Date" means the contract date stated on the Cover Sheet.
- 1.5. "Cover Sheet" means the Cover Sheet attached to these Standard Terms.
- 1.6. "Customer" means the customer identified on the Cover Sheet.
- 1.7. "Customer Modifications" means modifications made by or especially on behalf of Customer to the Itemized Software, Vendor Upgrades and Custom Reports.
- 1.8. "Itemized Software" means the software described on the Cover Sheet, as well as any software added to this Agreement by an Amendment.
- 1.9. "Tier" means the range of total college enrollment upon which the purchase is based.
- 1.10. "Licensed Software" means the Itemized Software, Vendor Upgrades provided to Customer by Vendor, Customer Modifications.
- 1.11. "Published Specifications" mean the latest written specifications about the Itemized Software and documentation generally made available to its customers and prospective customers on or before the Contract Date.
- 1.12. "Services Prepayment Amount" means the amount of services that Customer has elected to purchase in advance stated on the Cover Sheet.
- 1.13. "Term" means the term of this Agreement as specified below.
- 1.14. "Usable Date" means the earlier of (a) the date Customer accepts the Itemized Software in accordance with the procedures set forth in this Agreement; or (b) the last day of the first thirty (30) day period during which Customer uses the Itemized Software for non-testing purposes in a substantial way.
- 1.15. "Vendor" means Data Fusion Technologies, Inc.
- 1.16. "Vendor Upgrades" means upgrades, updates, modifications and bug fixes made by or on behalf of Vendor to the Itemized Software that Vendor generally makes available to its other customers.

2. **Identify Project Managers.** Customer and Vendor will notify the other within thirty (30) days of the Contract Date of the identity of the individual that each has chosen to manage the project for it and who has authority to receive all notices required or permitted under this Agreement.
3. **Implementation Conferences.** Customer and Vendor will hold implementation/development conferences from time to time after the Contract Date. At these conferences, Customer will answer Vendor's questions about desired software features and functionality.
4. **Customer to Provide Hardware.** Customer will obtain, install and configure all of the computer hardware that will run the Licensed Software in conformance with the requirements set forth by the Vendor.
5. **Customer to Maintain Computer Hardware.** Throughout the Term of this Agreement, Customer will:
  - 5.1. **Maintain.** Maintain each computer running the Licensed Software in accordance with the requirements set forth by the Vendor.
  - 5.2. **Upgrade.** Upgrade and modify each computer as reasonably requested by Vendor.
  - 5.3. **Vendor Access.** Provide Vendor with reasonable access to the computer hardware running the Licensed Software when requested by the Vendor. Vendor will provide reasonable notice of Vendor's need for access.
6. **Vendor Installation and Testing.** As per the schedule detailed in the Authorization to Purchase, Vendor will:
  - 6.1. **Install and Configure.** Install and configure the Itemized Software in the Licensed Servers.
  - 6.2. **Test.** Successfully run a scheduling test cycle.
  - 6.3. **Notify.** Notify Customer that the Licensed Software is ready for Customer acceptance testing.
7. **Customer Acceptance Testing.**
  - 7.1. **Testing.** Customer will promptly test the Itemized Software after receiving notice from Vendor that the Itemized Software has been installed, configured and successfully tested by Vendor.
  - 7.2. **Notice.** Customer will promptly notify Vendor of any failure of the Itemized Software to substantially conform to the Published Specifications.
  - 7.3. **Acceptance.** Customer will be deemed to have accepted the Itemized Software if Customer fails to notify Vendor of a substantial non-conformity with the Published Specifications within thirty (30) days after receiving notice from Vendor that the Itemized Software has been installed, configured and successfully tested by Vendor.

**8. Correction of Non-Conformities.**

- 8.1. **Vendor to correct.** Vendor will act diligently to promptly correct any failure of the Itemized Software to substantially meet the Published Specifications and will notify Customer when a substantial non-conformity has been corrected.
- 8.2. **Customer acceptance.** Customer will be deemed to have accepted the corrected Itemized Software if Customer fails to notify Vendor that the substantial non-conformity remains within fifteen (15) days after being advised by Vendor that the substantial non-conformity has been corrected.

**9. Vendor Upgrades.**

- 9.1. **Vendor to make available.** Customer may obtain a license to all Vendor Upgrades.
- 9.2. **No Additional License Charge.** There will be no additional charge for the license to all Vendor Upgrades that do not provide significant functionality beyond the functionality of the Itemized Software.
- 9.3. **Additional License Charge.** There will be an additional charge for the license to all Vendor Upgrades that do provide significant functionality beyond the functionality of the Itemized Software.

**10. License.** Customer is provided with the following licenses during the Term of this Agreement:

- 10.1. **Use.** The right to use the Licensed Software in the Licensed Servers in their intended manner as specified in the Published Specifications for so long as the Maximum enrollment for the Tier purchased is not exceeded.
- 10.2. **Backup.** The right to make a backup copy of the Licensed Software solely for the purpose of providing a mechanism for easily reinstalling the Licensed Software.

**11. Services.**

- 11.1. **No Additional Charge.** Vendor will provide Customer with the following services at no additional charge:
  - 11.1.1. **Correction.** Promptly correct any failure of the Itemized Software and Vendor Upgrades to substantially conform to the Published Specifications.
  - 11.1.2. **Telephone.** Provide telephonic consulting services to Customer for troubleshooting the Itemized Software, Vendor Upgrades and related Elite products for a maximum of two (2) hours each month.
  - 11.1.3. **Documentation.** Provide Customer with Vendor's standard documentation on the Itemized Software and Vendor Upgrades.
- 11.2. **Additional Charge.** All other services that Vendor provides to Customer will be charged as specified below in the "Customer Payments" section and pursuant to the other terms of this Agreement, including:
  - 11.2.1. **Implementation Conferences.** Any implementation conferences requested by the Client that is outside of the agreed software development and installation schedule.
  - 11.2.2. **Custom Reports.** Designing, coding, installing and testing Custom Reports if requested by Customer.

11.2.3. **Training.** Providing training if requested by Customer.

**12. Customer Payments.**

12.1. **License.** Customer will pay Vendor the following license fees:

12.1.1. Fifty percent (50%) of the Annual License Fee within ten (10) days following the Contract Date.

12.1.2. Fifty percent (50%) of the Annual License Fee within ten (10) days following the Usable Date.

12.1.3. One hundred percent (100%) of the Annual License Fee on each of the following anniversary dates of the Usable Date:

12.1.3.1. The first anniversary.

12.1.3.2. The second anniversary.

12.1.3.3. Each subsequent anniversary, unless Customer or Vendor provides notice to the other at least ninety (90) days prior to that anniversary of its decision not to renew this Agreement.

**12.2. Services.**

12.2.1. **Services Pre-Payment.** Customer will pay Vendor the Services Prepayment Amount, if any, within (10) days following the Contract Date. No portion of this prepayment will be refunded, without the consent of Vendor.

12.2.2. **Charges.** Except for the services stated in this Agreement to be provided by Vendor at no additional charge, Customer will pay for all services provided by Vendor to Customer in accordance with the rates set forth in this section of the Agreement. The Services Prepayment Amount will be applied to all of these charges.

12.2.3. **Rate Reduction for Prepayment.** Customer will be entitled to the reduced prepayment rates set forth in the attached "Fee Schedule" for all pre-paid services that are rendered within one (1) year following the receipt of the Services Prepayment Amount. During the Term of this Agreement, Customer will also be entitled to a one-step reduction in these prepaid rates, that is the rates set forth in the attached "Fee Schedule" for the next-higher range of service prepayment amounts.

12.2.4. **Standard Rates.** Services rendered outside of this two (2) year period or not covered by the Services Prepayment Amount will be billed at Vendor's standard rates at the time the service is rendered.

**12.3. Costs.** Customer will reimburse Vendor for:

12.3.1.1. **Travel.** All costs reasonably incurred by Vendor for traveling to Customer's site, including expenses reasonably incurred for transportation, lodging and meals.

12.3.1.2. **Dial-in.** Dial-in telephone charges for modem access to the Licensed Servers by Vendor for software development, installation and trouble shooting.

12.4. **Invoices.** Vendor will provide Customer with detailed invoices for all services and costs that Customer is required to pay after the Contract Date under this Agreement. All invoices are due and payable on receipt.

- 12.5. **Payments To Be Received.** Each payment deadline specified in this Agreement is the deadline for Vendor to receive the payment.
13. **Increase in Tier Enrollment.**
- 13.1. **Effect.** If the College Enrollment exceeds the Tier purchased:
- 13.1.1. The Annual Payment Fee will be automatically increased by the additional amount that Vendor generally charges its other customers for the excess beginning at the time the enrollment is exceeded.
- 13.1.2. Customer will promptly notify Vendor that the enrollment been exceeded and of the new enrollment number.
- 13.1.3. The Licensed Tier will be automatically increased to match the new number upon Customer providing Vendor with the notice.
- 13.2. **Audit.** Vendor will have the right to audit the relevant records of Customer on reasonable notice to verify that the Maximum enrollment has not been exceeded. The cost of this audit will be borne by Vendor. However, Customer will reimburse Vendor for the cost if the audit proves that Customer exceeded the Maximum enrollment for the Tier purchased.
14. **Customer Limitations.** Customer will not copy, reverse-engineer, de-compile, modify or use any portion of the Licensed Software for any purpose in whole or in part, except as expressly authorized in this Agreement.
15. **Confidentiality.**
- 15.1. **Vendor Software.** Customer agrees that the Licensed Software contains confidential information. Customer agrees to protect the confidentiality of the Licensed Software and not to disclose any portion of it to anyone else, except as otherwise required by law.
- 15.2. **Customer data.** Vendor agrees that all information about Customer, all information about the faculty, staff and students of Customer, the data generated by Licensed software, and all other information that Customer notifies Vendor is confidential, contains confidential information. Vendor agrees to protect the confidentiality of this information and not to disclose any portion of it to anyone else, except as otherwise required by law.
16. **Ownership of Intellectual Property.** Vendor owns and will own all of the intellectual property rights in the Licensed Software.
17. **Warranty.** Vendor warrants that the Itemized Software and Vendor Upgrades will substantially conform to the Published Specifications.
18. **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, VENDOR DOES NOT PROVIDE ANY WARRANTY OF ANY KIND. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING ANY IMPLIED WARRANTY THAT THE LICENSED SOFTWARE IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE.
19. **Limitation on Remedy.** Vendor will not be liable for any consequential, indirect or special damages, including lost profits or good will. Under no circumstances will the liability of Vendor to Customer exceed the payments that Vendor receives from Customer during the twelve (12) months preceding the breach or other act giving rise to the liability.

20. **No Hire.** Neither Customer nor Vendor may solicit or hire any current employee of the other party, nor any former employee of the other until six (6) months have elapsed since termination of that employment, absent the consent of the other party.

21. **Term.** The Term of this Agreement will run until two (2) years after the Usable Date.

22. **Early Termination.**

22.1. **Without Cause.** Customer may terminate this Agreement during its Term at any time without cause by providing Vendor at least thirty (30) days' notice of Customer's decision to terminate this Agreement without cause and by paying the termination fee described below in the section Effect of Expiration and Termination.

22.2. **For Breach.** Both Customer and Vendor may terminate this Agreement during its Term upon a failure of the other to cure a breach within thirty (30) days after receiving notice of the breach and of the noticing party's intention to terminate this Agreement if the breach is not cured within thirty (30) days.

23. **Effect of Expiration and Termination.** Upon expiration of the Term or termination before expiration of the Term, no party will have any further rights, duties or obligations under this Agreement, except as follows:

23.1. **Stop Using Software.** Customer will stop using all Licensed Software. Vendor will have the right to disable the Licensed Software remotely.

23.2. **Delete Software.** Customer will promptly delete all copies of the Licensed Software, including backups. Vendor will have the right to delete the Licensed Software remotely.

23.3. **Customer Payments.** Customer will promptly pay all amounts that accrue prior to expiration or termination, plus, in the event of termination, the following:

23.3.1. **Uncured Customer Breach.** The license fees that would have accrued after termination, but for the termination, if because of an uncured breach by Customer.

23.3.2. **Customer Termination without Cause.** Fifty percent (50%) of the license fees that would have accrued after termination, but for the termination, if terminated by Customer without cause, plus, if Vendor fails to receives all payments due under this Agreement from Customer within sixty (60) days after this termination, the other fifty percent (50%).

23.4. **No refund.** No money paid by Customer will be refunded.

23.5. **Other Obligations.** The Customer Limitations, Confidentiality and No Hire obligations imposed by this Agreement will survive expiration or termination.

24. **Miscellaneous.**

24.1. **No Partnership.** This Agreement does not create any partnership, joint venture or other fiduciary relationship between the parties.

24.2. **No Third-Party Beneficiary.** This Agreement is not for the benefit of any person who is not a party to it.



- 24.3. **Merger.** This Agreement represents the complete and final understanding between Vendor and Customer concerning its subject matter and supersedes any prior discussion, understanding or representation.
- 24.4. **Modification.** This Agreement may only be modified through the use of an Amendment form supplied by Vendor signed by both Customer and Vendor.
- 24.5. **Notices.** All notices required or permitted under this Agreement must be in writing and delivered to the designated Project Manager of the party to whom the notice is directed. Notwithstanding, both parties may act in reliance on a notice that does not comply with this requirement. However, in the event of a good faith dispute over whether a notice was given, such a notice may not be found to have been given unless in compliance with this paragraph.
- 24.6. **Arbitration.** In the event of any dispute relating to this Agreement, that dispute must be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, in accordance with the laws of California. The prevailing party in such an arbitration will be entitled to an award of reasonable attorney fees, in addition to all other relief provided by law.

**LICENSE, INSTALLATION AND SUPPORT AGREEMENT  
SERVICES FEE SCHEDULE**

**(See Attached Current Services Fee Schedule)**

# VMware Academic Program Registration

Fields marked with \* are required. Where applicable, please provide URLs to English versions of web pages.

## Institution Information

\* Name of Institution

\* Type of Institution  University

\* Institution Non-profit ☐ Yes ☐ No

\* Website

\* Address

\* City

\* State/Province

\* Zip

\* Country  United States

If your department or group has its own website, please enter it here

## Contact Information

\* E-mail Address

(email domain must match institution domain)

\* First Name

\* Last Name

\* Phone

Ext

Fax

\* Department

\* Role ☐ Faculty ☐ Staff ☐ Other

\* How will you be using VMware product? ☐ Lab ☐ Class ☐ Research ☐ Other

\* Description of Usage

PLEASE NOTE:

THE REGISTRATION FORM IS  
ONLINE AND DOES NOT  
REQUIRE A SIGNATURE.

The VMware Academic Program is available to institution staff and faculty. To qualify for the program please provide a URL on the institution web site that lists you as a member of the faculty or staff (i.e. Course catalog, faculty list):

If you cannot provide a URL please fax verification to +1 (650) 475-5001. Please include the subject "Academic Program".  
Verification can include:

Copy of a page from school catalog

Copy of Institution ID if it shows Faculty or Staff

Letter from department head of institution on institution letter head

**Submit**

# VMware Academic Program (VMAP)

## VMware Academic Program Overview

The VMware Academic Program (VMAP) is a comprehensive program designed specifically for the academic community. The program enables qualifying academic institutions worldwide to gain easy access to cutting-edge virtualization technology and resources at no charge.

VMAP accelerates instruction and research in the rapidly expanding area of virtualized infrastructure by providing faculty and students with access to the virtualization technologies most widely used in commercial production environments.

Faculty can use VMware software under specific program usage guidelines, free of charge, in a wide variety of areas of academic research and classroom instruction.

Students can use this software as part of their coursework or research projects.

In addition to free licenses for instruction and research, VMware also provides academic institutions and affiliated organizations special discounts on VMware software and support when deployed as a part of their IT infrastructure.

## Eligibility:

### General Eligibility

Accredited, degree-granting higher education institutions worldwide offering 2- or 4- year college programs are eligible to participate in the program

Technical schools offering accredited degrees through distance education programs are also eligible to participate in the program

### Free Academic Licenses

Free licenses are available for academic instruction and research use only

Membership in the VMware Academic Program and acceptance of the academic EULA are required. Register here

Technology-focused departments such as Computer Science, Engineering, and Information Systems can participate in the program

Multiple academic groups such as departments, labs, research groups or clusters within member institutions can participate in the program

### Discounted Academic Licenses

Discounted licenses are available for use in the IT department or other infrastructure departments of an eligible institution

Organizations directly related to the academic institution (e.g. teaching hospitals) are eligible for the educational discount

To top

## Program Scope:

Qualified members of the academic community can utilize the VMware Academic Program in the following areas:

**Instruction** – Faculty within member institutions gain access to VMware software licenses free of cost for the purpose of classroom instruction. Faculty can obtain and install program software on computers within shared lab environments for use by students as part of the courses offered. Students taking qualified courses can also install program software on their personal computers.

**Research** – Faculty within member institutions gain access to VMware software licenses free of cost as a part of their research projects. Program software can be installed in research labs as well on the personal computers of faculty and students involved in research projects.

**Infrastructure** – Member Institutions and affiliated organizations can gain access to VMware software licenses at a discounted price for use within their institutional IT and administrative infrastructure. Contact your authorized reseller for more information.

# VMware Academic Program (VMAP)

## VMware Academic Program Overview

The VMware Academic Program (VMAP) is a comprehensive program designed specifically for the academic community. The program enables qualifying academic institutions worldwide to gain easy access to cutting-edge virtualization technology and resources at no charge.

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Students can use this software as part of their coursework or research projects.

In addition to free licenses for instruction and research, VMware also provides academic institutions and affiliated organizations special discounts on VMware software and support when deployed as a part of their IT infrastructure.

## Examples of Acceptable Use

The free licenses provided through VMAP may be used for instruction and non-commercial research only. Please refer to the definitions of instructional and research use below.

Faculty members as well as staff directly involved in administering systems and providing support for program software may install the software on their personal computers.

Students taking qualified courses or conducting research can access program software within lab machines or download programs software on their personal computers. Students receiving licenses through a qualifying course or research project may use the licenses after the course or project is concluded.

Program software installed in shared lab environments can be used across different courses offered by different faculty members.

Multiple academic groups in an institution may join the Program if each group meets the eligibility requirements.

The designated program administrator must be an employee of the department or group and is responsible for administering, managing, and enforcing the guidelines set by the EULA for the VMware Academic and Research Program ("Academic EULA").

Every copy of the software must be a true and complete copy and it must include all copyright and trademark notices. All software made available must include all of the files on the CD.

## Examples of Unacceptable Use

Students who are in an approved department but are not taking courses that lead to credit or a certificate or not involved in relevant research projects are not eligible to use the software.

Students, faculty members, or other parties that received a license under the program but no longer attend or are employed by the institution.

Staff members who are not directly involved with system administration related to the program, such as administrative assistants, may not install the software on their personal computers.

Software that is part of the program may not be shared with non-approved departments. However, it may be installed on shared labs if the approved department's students regularly use that lab.

The designated Program Administrator for the member approved may not be a teaching assistant or a student. However, teaching assistants or students may help the Program Administrator with the program.

The software provided by VMAP may not be sold, rented, leased, or transferred to any third party including contractors, consultants, other companies, and other department personnel.

Use of free VMware software for instruction and research is governed by the specific program guidelines and the conditions described within the Academic EULA and the use of software for infrastructure purposes is governed by the VMware EULA for each of the products.

# Program Details

## Program Scope

### Eligibility

### Membership Details

### Program Requirements

### Products Included

### Benchmark Testing

## Program Scope:

Qualified members of the academic community can utilize the VMware Academic Program in the following areas:

**Instruction** – Faculty within member institutions gain access to VMware software licenses free of cost for the purpose of classroom instruction. Faculty can obtain and install program software on computers within shared lab environments for use by students as part of the courses offered. Students taking qualified courses can also install program software on their personal computers.

**Research** – Faculty within member institutions gain access to VMware software licenses free of cost as a part of their research projects. Program software can be installed in research labs as well on the personal computers of faculty and students involved in research projects.

**Infrastructure** – Member Institutions and affiliated organizations can gain access to VMware software licenses at a discounted price for use within their institutional IT and administrative infrastructure. Contact your authorized reseller for more information.

Use of VMware software for instruction and research is governed by specific program guidelines and the conditions described within the VMware Academic Program EULA (End-User License Agreement). The use of software for infrastructure purposes is governed by the VMware Commercial EULA.

To top

## Eligibility:

### General Eligibility

Accredited, degree-granting higher education institutions worldwide offering 2- or 4- year college programs are eligible to participate in the program

Technical schools offering accredited degrees through distance education programs are also eligible to participate in the program

### Free Academic Licenses

Free licenses are available for academic instruction and research use only

Membership in the VMware Academic Program and acceptance of the academic EULA are required. Register here

Technology-focused departments such as Computer Science, Engineering, and Information Systems can participate in the program

Multiple academic groups such as departments, labs, research groups or clusters within member institutions can participate in the program

### Discounted Academic Licenses

Discounted licenses are available for use in the IT department or other infrastructure departments of an eligible institution

Organizations directly related to the academic institution (e.g. teaching hospitals) are eligible for the educational discount


To top

## Membership Details:

Membership is free for eligible institutions that register for the program

Membership is for an initial three-year term and can be renewed after this period

Memorandum

Date: September 26, 2008  
To: Arnando Ruiz, Board President  
From: Jim Moreno, Trustee   
cc: Honorable Board of Trustees  
Ken Yglesias, Chancellor  
Bob Dees, President, Orange Coast College  
Christian Teeter, Board Manager

---

In light of the Accreditation issues concerning Orange Coast College at this time, I am placing a White Page item on the Agenda for the October 1 meeting, requesting an update from President Dees on the status of the college's efforts to address the issues raised in the June 30, 2008 letter received from the Accrediting Commission for Community and Junior Colleges. A copy of the item is attached for your review.

Please contact me at (714) 892-3939 if you have any questions. Thank you.

Attachment







**ACCREDITING  
COMMISSION  
for COMMUNITY and  
JUNIOR COLLEGES**

10 COMMERCIAL BOULEVARD  
SUITE 204  
NOVATO, CA 94949  
TELEPHONE: (415) 506-0234  
FAX: (415) 506-0238  
E-MAIL: [accjc@accjc.org](mailto:accjc@accjc.org)  
[www.accjc.org](http://www.accjc.org)

Chairperson  
E. JAN KEHOE  
CCLDIF

Vice Chairperson  
LURELEAN B. GAINES  
East Los Angeles College

President  
BARBARA A. BENO

Vice President  
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Vice President  
STEVE MARADIAN

Vice President  
GARMAN JACK POND

Associate Vice President  
LILY OWYANG

Business Officer  
DEANNE WILBURN

ITAS  
TOM LANE

Administrative Assistant  
CLARE GOLDBERG

June 30, 2008

Dr. Robert Dees  
President  
Orange Coast College  
2701 Fairview Road  
Costa Mesa, CA 92628

Dear President Dees:

The Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges, at its meeting on June 4-6, 2008, reviewed the Progress Report submitted by Orange Coast College and the report of the evaluation team which visited on Tuesday, April 15, 2008. The purpose of this review was to assure that the recommendations made by the evaluation team were addressed by the institution. The Commission took action to accept the report.

The Commission also acted to issue a **Warning** and to request that Orange Coast College correct the deficiencies noted. The College is required to complete a Report, demonstrating resolution of the recommendations below, by **March 1, 2009**. The report will be followed by a visit of Commission representatives.

A warning is issued when the Commission finds that an institution has pursued a course of action which deviates from the Commission's eligibility criteria, standards of accreditation, or policy to an extent that raises a concern regarding the ability of the institution to meet accreditation standards. The accredited status of the institution continues during the warning period.

I also wish to inform you that under U.S. Department of Education regulations, institutions out of compliance with standards or on sanction are expected to correct deficiencies within a two-year period or the Commission must take action to terminate accreditation. Orange Coast College must correct the deficiencies noted by **June 2009**.

The Report of March 1, 2009 must demonstrate the institution's resolution of the recommendations below:

**RECEIVED**  
JUL - 2 2008  
CHANCELLOR'S OFFICE

**College Recommendation 1:** The team recommends that the College accelerate its efforts to identify measurable student learning outcomes for every course, instructional program, and student support programs and incorporate student learning assessments into course and program improvements (Standards I.B, I.B.1, II.A.1.c, II.A.2.a, II.A.2.b, II.A.2.e, II.A.2.f, II.A.2.i, II.A.3, II, B.4, II.C.2).

**College Recommendation 2:** The team recommends that the College strengthen the content of its program reviews to include a comprehensive and meaningful analysis of data with particular emphasis on student enrollment, program completion, retention, success, and achievement of student learning outcomes and make improvement to its programs based on the results of the enhanced program review process (Standards I.B.3, I.B.6, I.B.7, II.A.1.a, II.A.1.c, II.A.2.a, II.A.2.b, II.A.2.e, II.A.2.f, II.B.1, II.B.3.c, II.B.4, II.C.2).

**College Recommendation 3:** The team recommends that the College broaden the focus of its academic, student services, and administrative planning and budgeting processes for human, physical, technological, and administrative planning and financial resources beyond an annual basis to encompass a longer-term framework. Plans, accompanied by budget allocations, must be developed for the replacement of equipment and technology, repair and maintenance of buildings and facilities, and the hiring of instructional and non-instructional personnel. The transparency of the College's planning and budgeting processes must be enhanced, with the instructional stakeholders made more aware of the procedures and criteria employed. The process should draw upon findings and recommendations contained in the program review and be filtered through the College's planning committee structure (Standard I.4.A, I.B.3, I.B.4, I.B.5, I.B.6, I.B.7, II.C.1, II.C.1.a, II.C.1.c, III.A.6, II.D.1.c, III.D.3, IV.A.1).

**District Recommendation 11:** The team recommends that the College and District adhere to the Commission policy for the evaluation of institutions in multi-college districts by immediately delineating specific District functions as distinct from those of the colleges' functions, and communicate these delineated functions to all College and District constituencies, so there is a clear understanding of their respective organizational roles, authority and responsibilities for the effective operations of the colleges, and in meeting the Accreditation Standards (Standards IV.B, IV.B.3, IV.B.3.a, IV.B.3.g, and Policy and Procedures for the evaluation of Institutions in Multi-College/Multi-Unit Districts or Systems, January 2004).

**Commission Concern 1:** The College must demonstrate that it is in compliance with Eligibility Requirement 8, which requires that the institution's degree programs "culminate in identified student outcomes."

**Commission Concern 2:** The College should define and publish "for each program the program's expected student learning and achievement outcomes (Eligibility Requirement 10).

Dr. Robert Dees  
Orange Coast College  
June 30, 2008  
Page Three

With regard to Commission Concerns 1 and 2, the Commission reiterates these from the June 2007 Commission action letter and notes that they were not addressed in the College's Progress Report of April 2008. The abovementioned concerns are based upon the institution's statement that instructors are "not contractually required to provide a syllabus" thus placing the institution out of compliance with Commission Standards (Standard II.A.6).

The recommendations contained in the evaluation team report represent the observations of the evaluation team at the time of the visit. The Commission reminds you that while an institution may concur or disagree with any part of the team report, the College is expected to use the report to improve the educational programs and services of the institution.

I have previously sent you a copy of the evaluation team report. Additional copies may now be duplicated. The Commission requires that you give the report and this letter appropriate dissemination to your College staff and to those who were signatories of your College report. This group should include the Chancellor, campus leadership, and the Board of Trustees. The Commission also requires that all reports be made available to students and the public. Placing copies in the College library can accomplish this. The Progress Report will become part of the accreditation history of the College and should be used in preparing for the next comprehensive evaluation.

On behalf of the Commission, I wish to express continuing interest in the institution's educational programs and services. Professional self-regulation is the most effective means of assuring integrity, effectiveness and quality.

Sincerely,



Barbara A. Beno, Ph.D.  
President

BAB/tl

cc: Dr. Kenneth Yglesias, Chancellor, Coast Community College District  
Ms. Melinda Nish, Accreditation Liaison Officer  
Board President, Coast Community College District  
Dr. James Meznik, Team Chair  
Evaluation Team Members  
Ms. Linda Henderson, U.S. DOE

-----



*Working for Wellness*



September 23, 2008

HealthFax, Inc.  
Catherine L. Fluck, M.P.H.  
16787 Beach Blvd. #235  
Huntington Beach, California 92647

**Re: Agreement between HealthFax, Inc., and the Coast Community College District to provide a Flu Immunization program at the following locations:**

1. **Monday, October 13<sup>th</sup> / 1:00-5:00**  
**Coastline College / 4<sup>th</sup> Floor Conference Room**  
**11460 Warner Ave., Fountain Valley, Ca.**
2. **Wednesday, October 15<sup>th</sup> / 12:00-4:00**  
**Orange Coast College / Student Health Center, Room 117**  
**2701 Fairview Road, Costa Mesa, Ca.**
3. **Monday, October 20<sup>th</sup> / 8:00-12:00**  
**Golden West College / Student Health Center**  
**15744 Golden West Street**  
**Huntington Beach, Ca.**
4. **Friday, October 31<sup>st</sup> / 12:00-4:00**  
**Coast Community College – District Office/ Training Room (B200-07)**  
**1370 Adams Ave., Costa Mesa, Ca.**

**HealthFax will administer a Flu Immunization program at each of the 4 sites listed above. The program will have a 400 shot minimum at \$21.00 per immunization. All shots over the 400 will be invoiced at the \$21.00 rate.**

**HealthFax will provide a waiver of consent, VIS statement, staffing, vaccine, supplies and all other necessary supplies to conduct this program.**

**HealthFax will invoice Coast Community College District for all shots administered after the program.**

If you are in agreement with the terms and cost of this proposal, please sign, date and E-mail/Mail to: HealthFax, Inc.

**Catherine L. Fluck**

Digitally signed by Catherine L. Fluck  
DN: cn=Catherine L. Fluck, o=HealthFax, Inc., ou,  
email=HealthFax@Verizon.Net, c=US  
Date: 2008.09.23 11:23:49 -0700

Catherine L. Fluck, M.P.H. – HealthFax, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
C.M. Brahmbhatt, Vice Chancellor  
Coast Community College District

\_\_\_\_\_  
Date

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
02/21/2008PRODUCER (818)223-8383 FAX (818)223-8181  
Tri County Insurance Calabasas  
License # 0572714  
23961-L Craftsman Road  
Calabasas, CA 91302THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE**

NAIC #

INSURED HealthFax, Inc.  
16787 Beach Blvd  
Suite 235  
Huntington Beach, CA 92647

INSURER A: Lloyds of London

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		GENERAL LIABILITY	HGL8467208	02/09/2008	02/09/2009	EACH OCCURRENCE	\$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
		<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ Excluded	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 3,000,000	
						PRODUCTS - COMP/OP AGG	\$ Excluded	
						GEN'L AGGREGATE LIMIT APPLIES PER:		
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		<input type="checkbox"/> HIRED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
						<input type="checkbox"/> ANY AUTO	OTHER THAN EA ACC	\$
							AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	AGGREGATE	\$
								\$
								\$
								\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS	OTH- ER	
						E.L. EACH ACCIDENT	\$	
						E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$	
A		OTHER Professional Liability	HPS8467208	02/09/2008	02/09/2009	\$3,000,000 Aggregate \$1,000,000 Each Med Incident		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Evidence of Insurance.**CERTIFICATE HOLDER**HealthFax  
16787 Beach Blvd., #235  
Huntington Beach, CA 92647**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  
0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY  
OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michelle Manthei/MMM

Michelle Manthei

Agreement Between

**Coast Community College District**  
Coastline Community College/Coast Learning Systems



&

**FableVision**

Design & Produce OLLI - Language Acquisition Project

This Agreement is entered into this \_\_\_ August 2008 (*Agreement date* will be the date this Agreement is signed by all parties and approved by the Coast Community College Board of Trustees) between the *Coast Community College District* (DISTRICT) a California public educational agency located at 1370 Adams Avenue, Costa Mesa, California 92626 and FableVision (FV), a for profit corporation located at 308 Congress St. 6<sup>th</sup> floor Boston, MA 02210.

**Recitals**

(A) Whereas FV is a designer and producer of interactive casual games for learning.

(B) And whereas DISTRICT under a grant from the William and Flora Hewlett Foundation is developing a series of game-based language acquisition courses and a collaborative social world.

(C) And whereas DISTRICT desires to have FV assist in the design and development of the Open Language Learning Initiative (OLLI), FV has agreed to provide such development services specified herein on the terms and conditions set out herein, for the price to be paid by DISTRICT in respect thereof.

**1. Definitions**

In this Agreement, the following words and expressions shall have the following meanings.

- 1.1. Acceptance: acknowledgement by DISTRICT that DELIVERABLES (Master or Products as the case may be) conform/s to the design documents and delivery schedule as described hereafter and/or mutually approved and appended to this agreement.
- 1.2. Customer supplied content (CSC): content supplied by DISTRICT for inclusion in the DELIVERABLES including but not limited to scripts, software, code, routines, music, textual and other material, content manuals, unedited media, audio/video clips, audio/video elements, tools for product development, etc.

- 1.3. Deliverables (*Appendix IV: List of DELIVERABLES*): materials/products to be delivered by FV to DISTRICT at the applicable project milestone/s as defined hereafter and/or appended to this agreement in the List of Deliverables (LD).
- 1.4. Design Specification Document (DSD) (*Appendix I: Design Specifications Document*): a document which describes the instructional design, visual design, navigational elements, communication design inclusive of icon design, element design and outline of text, illustrations, photographs, video, animation and sound usage for the Project DELIVERABLES.
- 1.5. Development & Delivery Schedule (D&DS) (*Appendix III: Development & Delivery Schedule & Significant Milestones*): the timetable for the development, production, and supply to DISTRICT of the DELIVERABLES as mutually agreed upon by FV and DISTRICT.
- 1.6. Functional Specification Document (FSD) (*Appendix II: Functional Specifications Document*): a document, which sets forth the program content, program sequence, and program structure of the DELIVERABLES in detail.
- 1.7. DISTRICT Contract Manager (DCM): the Executive Dean, Center for Instructional Systems Development or designee (Director, eMedia Publishing & Development) is responsible for final review of all amendments to this agreement and approval of payment for work completed under this agreement.
- 1.8. DISTRICT Contractor Coordinator (DCC): a coordinator/project manager appointed by DISTRICT (OLLI Project Manager), to coordinate work on the project on behalf of DISTRICT.
- 1.9. FV Project Manager (FVPM): contractor's primary point of contact for all work under this agreement.
- 1.10. Masters: the source code/digital masters containing the final versions of the DELIVERABLES/products delivered by FV to DISTRICT pursuant to this Agreement.
- 1.11. Milestone: key stages in the design, development, implementation, and evaluation of the project at which point a DELIVERABLE/S is ready for review and/or approval by DISTRICT.
- 1.12. OLLI Initiative: The *Open Learning Language Initiative* at Coastline Community College funded by a grant from the William and Flora Hewlett Foundation as part of its OER effort to design, develop, and disseminate a series of language acquisition courses to teach English to native speaking Chinese and Spanish middle school students.
- 1.13. Open Education Resources (OER): an initiative launched by the William and Flora Hewlett Foundation to stimulate the design, development, and dissemination of freely shared educational resources
- 1.14. Price: shall have the meaning set forth in *Appendix VII: Payment Schedule*.
- 1.15. Fee & Payment Schedule (F&PS) (*Appendix VII: Payment Schedule*): the dates when agreed upon DELIVERABLES must be presented to DISTRICT for ACCEPTANCE and approval for payment.
- 1.16. Confidential Information: shall mean, with respect to a party hereto, all information or material which (i) gives that party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that party; or (ii) which is either (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking or (B) known by the parties to be considered confidential and proprietary.



## Terms

*Accordingly, the parties mutually agree that:*

### 2. FV's responsibilities

- 2.1. FV shall supply DISTRICT with a draft FSD and DSD within two (2) working days of the effective date of this Agreement for DISTRICT's approval in writing. These documents may be updated and/or change throughout the term of this agreement as necessary with the mutual consent in writing of both parties (DISTRICT and FV). The parties shall apply all reasonable efforts to agree to said final FSD, DSD, and/or modifications thereafter within two (2) working days of receipt which shall then be attached to this Agreement and shall supersede all prior such documents once signed by both parties.
- 2.2. FV shall supply DISTRICT a draft D&DS for the development, manufacture, and supply of all DELIVERABLES within two (2) working days of approval by DISTRICT of the final FSD and DSD. DISTRICT shall exercise all reasonable effort to agree to the D&DS or revisions thereafter within two (2) working days of receipt. Approval of the final D&DS and/or amendments to same will be provided to FV in writing on receipt of which, the revised D&DS shall be amended to this agreement.
- 2.3. Acceptance of a DELIVERABLE at each D&DS Milestone shall be communicated to FV within two (2) working days of receipt of such DELIVERABLE. Lack of such timely communication together with an authorized signature on the document accompanying such DELIVERABLE will be taken as implied ACCEPTANCE of said DELIVERABLE, and DISTRICT will be liable for appropriate payment in respect thereof. Where a DELIVERABLE is found to be unacceptable by DISTRICT, a non-acceptance notice containing particulars showing the manner in which the said DELIVERABLE does not substantially conform to the design specification previously agreed upon (as laid out in the FSD and/or DSD), will be provided within two (2) working days of communication of such non-acceptance.
- 2.4. All DELIVERABLES shall be fully described and attached as *Appendix IV (List of DELIVERABLES)*. In the event of any dispute arising between the parties concerning the nature and/or scope of any DELIVERABLE, the agreed upon description approved by DISTRICT as supplied by FV in *Appendixes I, II, and/or IV* shall prevail. Failure to reach agreement on a DELIVERABLE according to the FSD and DSD within the approved D&DS may result in immediate termination of this agreement. Whereas, DISTRICT will have the option to immediately exercise termination provisions noted herein.

### 3. DISTRICT's responsibilities

- 3.1. DISTRICT shall review and approve the following;
  - 3.1.1. Design specification document (DSD).
  - 3.1.2. Functional specification document (FSD)
  - 3.1.3. Development Schedule (D&DS)

- 3.1.4. List of DELIVERABLES (LD)
- 3.1.5. Completed DELIVERABLES, including any modifications and/or versions as approved.
- 3.2. DISTRICT Contract Manager (DCM)
  - 3.2.1. The DCM and/or Designee will review and approve final project designs, plans, schedules, milestones, and completed DELIVERABLES prior to acceptance and payment.
- 3.3. DISTRICT Contract Coordinator (DCC)
  - 3.3.1. DCC will issue written instructions, details, directions, and explanations to FV relating to:
    - 3.3.1.1. Variation and/or modification of the FSD, DSD, and/or D&DS
    - 3.3.1.2. Amending and correcting defects
    - 3.3.1.3. Coordinate and facilitate project approvals and payment
    - 3.3.1.4. Any other matters involving satisfactory development and delivery of DELIVERABLES
- 4. **Commencement of work**
  - 4.1. FV shall commence work within five (5) workdays following execution of this Agreement by the later of the parties to sign. FV will complete all work within twelve (12) months following receipt of signed agreement, subject to the provision for written extension of time as provided in this Agreement (applying to excusable delay), or as may be mutually agreed upon by the parties.
- 5. **Payment**
  - 5.1. In consideration of the PRICE to be paid at the said times and in the manner set forth in the schedule of payments (*Appendix VII: Fee & Payment Schedule*), FV shall on and subject to the said conditions, develop and produce DELIVERABLES in accordance with design documents as submitted and approved by DISTRICT in writing.
  - 5.2. Signature by DISTRICT's authorized representative on D&DS, FSD, and DSD implies consensus and DISTRICT acceptance of content and quality of DELIVERABLES (Products). All subsequent FSD, D&DS, and/or DSDs appended hereto shall be an integral part of this Agreement as of the date signed and agreed to by DISTRICT and FV.
  - 5.3. DISTRICT shall pay FV the PRICE as shall become payable at the times and in the manner specified in the schedule of payments.
- 6. **Alterations**
  - 6.1. Following signature thereof by DISTRICT's authorized representative, DISTRICT may require alterations, amendments, and modifications of specifications described and appended to this document (FSD and DSD). FV shall make said alterations and/or modifications only after mutually agreed upon, and revised DELIVERABLES, new DS and PS have been

amended to this agreement and signed by DISTRICT and FV. Provided that DISTRICT should require alterations or amendments to DELIVERABLES as a result of errors or omissions on the part of FV, FV shall make such alterations at no cost to DISTRICT and in such timescale as the parties shall mutually and reasonable agree. Provided also that FV shall for a period of six months from Acceptance carry out corrections to errors and/or programming bugs submitted to FV by DISTRICT at no cost to DISTRICT.

## **7. Payments**

- 7.1. All payments due to FV from DISTRICT are to be made within fifteen (15) working days following the delivery and approval of approved DELIVERABLES according to the agreed upon D&DS and F&PS.

## **8. Time of essence**

- 8.1. FV acknowledges that time is of the essence under this Agreement; as such, failure to deliver according to the agreed upon D&DS may result in termination and/or the need to renegotiate DELIVERABLES and associated PS.

## **9. Confidential Information**

- 9.1. Each party hereto agrees to keep in strictest confidence all information relating to or acquired from the other in connection with the performance of this Agreement, including, but not limited to, the DELIVERABLES, FSD, DSD, and CSC.
- 9.2. Each party's Confidential Information shall remain the sole and exclusive property of that party.
- 9.3. Each party agrees that it will not publish, communicate, divulge, disclose or use any information described in *paragraph 1.16* except for the purpose of furthering the performance of their duties connected thereto. In the event of a breach or threatened breach of the provisions of this *paragraph 9.3*, the non-breaching party shall be entitled to an injunction restraining the breaching party from disclosing or using, in whole or in part, such confidential information. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages.
- 9.4. The parties hereto agree that they will reveal such confidential information only to those of their officers and employees who, in their reasonable judgment, have a need to know such confidential information for the intended purposes. Each party agrees to take all reasonable steps to ensure that Confidential Information of the other party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.
- 9.5. The parties hereto also agree that the confidential information described in *paragraph 1.16* shall not include the following:
- 9.5.1. Information that is or becomes generally known to the public other than as a result of a breach of this clause;
- 9.5.2. Information disclosed to either party by an independent third party without any obligation of confidentiality;

- 9.5.3. Information developed independently by either party, which is unrelated to the DELIVERABLES, and
- 9.5.4. Information required to be disclosed by a final order of a court of competent jurisdiction; or is otherwise required to be disclosed by applicable law following reasonable notice to the disclosing party.
- 9.5.5. Information, which is trivial or obvious.
- 9.6. These obligations of confidence shall survive termination of this Agreement, unless otherwise mutually agreed by the parties.

## 10. Representation and Warranties

### 10.1. FV represents and warrants to DISTRICT that:

- 10.1.1. It will perform in accordance with the standards and requirements set forth in this Agreement and the FSD and DSD as mutually developed and appended to this Agreement.
- 10.1.2. No oral or written information given by FV, its agents or employees shall create a warranty or in any way increase the scope of this warranty, unless specifically set forth in writing.
- 10.1.3. It has the right and power to enter into this Agreement and perform the services required hereunder.
- 10.1.4. No existing component of the PROJECT/DELIVERABLES provided and/or contributed to a DELIVERABLE violates or infringes upon any copyright, trademark, patent, artistic, literary, dramatic, proprietary, or statutory right or contains anything that is defamatory, is an infringement of any right to privacy or publicity, or is otherwise contrary to law or violative of any other right of any person or entity.

### 10.2. DISTRICT represents and warrants to FV that:

- 10.2.1. It is an educational institution duly organized and validly existing in good standing under the laws of the State of California and has the power, authority, and legal right to execute this Agreement and perform the services required of it hereunder.
- 10.2.2. IN NO EVENT SHALL DISTRICT, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURY TO PERSONS OR PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER DISTRICT SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING. THIS PARAGRAPH 10.2.4. SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS AGREEMENT.
- 10.2.3. With respect to CSC, DISTRICT represents and warrants to FV that for copyright and all other purposes, DISTRICT shall be the sole author thereof and the exclusive proprietor of rights thereto, except for material for which acknowledgments to other sources are provided (and for which permissions are obtained by DISTRICT, were necessary).

## 11. Intellectual Property Rights

- 11.1. FV warrants that Products are original works of authorship and hereby transfers full right and ownership to DISTRICT.
- 11.2. On payment of all sums, payable to FV under this Agreement the copyright in the said DELIVERABLES, software, artifacts, and derivatives thereof resulting from this agreement shall belong to DISTRICT. For the avoidance of doubt, all intellectual property rights, authorship rights and all other rights of whatsoever nature in and to the CSC and/or content or materials develop for DISTRICT in whatever form or medium shall vest in and shall remain vested in DISTRICT. All and any media containing the CSC (together with all and any copies thereof) for inclusion in the Products will be returned to DISTRICT by FV immediately following the production by FV of the DELIVERABLES (Master/s).
- 11.3. All intellectual property rights inherent in the DELIVERABLES and the Products shall be the sole property of DISTRICT, including "Source Code," other than functions and/or object libraries previously authored by FV. Subroutines, functions, and/or object libraries belonging to FV shall only be used for development of DELIVERABLES subject to granting DISTRICT a royalty-free perpetual license that is fully transferable with the same terms of consent and privileges for such use. Moreover, DISTRICT shall be granted the free-use of and integration of said objects into other derivatives including the right to allow other users and FVs to use said intellectual property under the most liberal OpenSource License.
- 11.4. FV shall be entitled to an acknowledgement of its authorship and participation in the OLLI project on closing screens, OLLI website, and/or other such places with the location, placement, and design as appropriate at DISTRICTS discretion. FV will have the right to review and approve acknowledgements and thereby approve form, substance and identifying copyrighted or trademarks identifiers.

## 12. Indemnity

- 12.1. To the best knowledge of FV, the FV certifies that DELIVERABLES/Products will not result in any breach or violations or infringement of any trademark or copyright or other intellectual property rights. FV shall take reasonable care to ensure that there is no violation or infringement of any trademark, copyright or other intellectual property rights. FV agrees to indemnify and hold harmless DISTRICT against any negligent misuse, willful misuse, breach, violation, or infringement of intellectual property rights.
- 12.2. Each party shall defend, indemnify, and hold harmless the other from all damages, expenses, costs, and charges (including reasonable counsel fees), resulting from any third-party suits, proceedings or claims asserted against the other (individually or collectively) arising out of the indemnifying party's breach of any of the representations or warranties made by it hereunder.
- 12.3. Promptly after receipt by a party claiming indemnification under this *paragraph 12*, or notice of the commencement of any action, such indemnified party will notify the other party of the commencement of the action and will generally summarize such action. The indemnified party will have the right to defend the action with counsel of its own choosing. The indemnifying party will have the right to participate in the defense at its own expense.
- 12.4. DISTRICT may withhold any payments due, or that may become due to FV, pending final resolution of such action under this *paragraph 12*.

12.5. The warranties and representations contained in *paragraph 10* and indemnity contained in this *paragraph 12* will survive the expiration or termination of this Agreement.

### 13. Promotional material

13.1. FV is granted rights to provide references to and demonstrate the final DELIVERABLES (Products) to potential clients of FV as promotional material, subject to the acknowledgement DISTRICT and other contributors to the projects.

### 14. Effective date of Agreement

14.1. This Agreement shall become effective as of the date both parties have signed this agreement.

### 15. Default

15.1. Each of the following events is an "event of default:"

15.1.1. A party commits a material breach of any representation, warranty, covenant or agreement made by it hereunder or otherwise fails to perform any of its material obligations hereunder and fails to cure such breach within thirty (30) days from the effective date of notice in the case of a failure to make any payment when due hereunder, or within 60 (or such longer cure period as may be agreed to in writing by the non-defaulting party) days after having received written notice from another party to perform any other material breach provided, however, that if such cure is reasonably capable of being performed, but not of being performed within 60 days, it will not constitute an event of default as long as the breaching party promptly commences to cure and thereafter proceeds diligently and continuously to cure.

15.1.2. If (a) a party becomes insolvent, or (b) if application, petition, or proceeding is made or begun by or against it or its property involving or relating to insolvency, bankruptcy, reorganization or liquidation, receivership or assignment for the benefit of creditors and is not dismissed within ninety (90) days, or (c) if a party ceases to be actively engaged in its current line of work and/or development without first having arranged for the performance of its duties hereunder by a delegee permitted pursuant to *paragraph 23* hereof.

### 16. Term, Termination, and effects of Termination

16.1. This Agreement shall commence on the date of this Agreement and unless and until terminated earlier in accordance with the terms of this Agreement shall continue in force for a period of 1 year from commencement subject to the availability of *Grant Funding*.

16.2. If the parties are unable to agree to the D&DS within ten (10) days following the effective date of the agreement then either party shall be entitled to terminate this Agreement by notice to the other on the date specified in such notice.

16.3. In the event of termination, DISTRICT will pay for services satisfactorily performed, materials properly prepared, and any other DELIVERABLES delivered to the agreed standard as of the termination date, as mutually agreed by the parties.

- 16.4. Default, as defined in Paragraph 15, is an event allowing the non defaulting party to terminate.
- 16.5. Either party shall also be entitled to terminate this Agreement on giving written notice to the other to take effect as specified in the notice if:
- 16.5.1. The other becomes insolvent or a receiver is appointed over any of such other party's property or assets.
- 16.5.2. The other ceases, or threatens to cease to carry on business.
- 16.6. Upon expiration or termination of this Agreement for whatever cause, FV shall return to DISTRICT all intellectual property or derivatives thereof created as a result of this Agreement and/or supplied or licensed and/or purchased by DISTRICT to aid in the development of project DELIVERABLES.
- 16.7. Termination of this Agreement for whatever reason shall not affect any provision of this Agreement expressed to survive or to come into effect in the event of termination and shall not affect the rights or liabilities of the parties accrued prior to the date of termination.
- 16.8. This agreement and its continuation is subject to the continuation and availability of Grant Funding. If Grant funding becomes inadequate or unavailable to sustain this agreement it will be immediately terminated. DISTRICT will immediately notify FV, which will cease all work, as of the date of notification, whereas DISTRICT will pay for services satisfactorily performed, materials properly prepared, and any other DELIVERABLES delivered to the agreed standard as of the termination date.

## **17. Force Majeure**

- 17.1. Neither party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government laws or regulations, terrorism, strikes, lock-outs, war, loss of Grant Funding, or any other cause beyond its own control and without its fault or negligence.

## **18. Choice of Law**

- 18.1. This agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any action is brought arising out of this agreement, including but not limited to any claim for breach of the same, interpretation of the same, cancellation or specific performance, said action shall be brought in the appropriate court in Orange County, California.

## **19. Severability**

- 19.1. If any provisions of this Agreement are held to be invalid, illegal or unenforceable this will not affect the validity, legality or enforceability of the other provisions which shall remain in full force and effect and the parties shall amend such invalid provision or provisions as the case may be in such reasonable manner as achieves the intention of the parties without illegality.

## **20. Consensus**

20.1. The parties acknowledge that they have read this Agreement and its Appendices, understand them and agree to be bound by their terms and conditions and further agree that this Agreement and its Appendices are the complete and exclusive state of the agreement between the parties, superseding all prior proposals or other agreements, oral or written and all other communications relating to the subject.

## **21. Waiver**

21.1. The failure of either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

## **22. Whole Agreement/No Waiver of Breach**

22.1. This Agreement contains the entire understanding of DISTRICT and FV; there are no representations, covenants, or warranties other than those expressly stated herein. No waiver or modification of any of the terms hereof shall be valid unless stated in writing and signed by all parties. No waiver of any breach shall be deemed a waiver of any subsequent breach.

## **23. Assignment**

23.1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of FV and its employees. Neither this AGREEMENT nor any interest therein may be assigned by FV without the prior written consent of DISTRICT, which consent may be withheld by DISTRICT in its sole and absolute discretion. Any attempt by FV to assign this AGREEMENT shall be void and a material breach of this AGREEMENT and DISTRICT may immediately terminate this AGREEMENT.

## **24. Relationship of Parties**

24.1. The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein. Neither party shall have any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or bind the other party in any respect.

## **25. Delegation and Subcontracts**

25.1. FV may delegate any or all of its obligations hereunder provided that it remains fully responsible for the performance thereof.

25.2. FV agrees to notify DISTRICT in writing, within five (5) business days, of any action or suit filed or of any claim against either party in writing by any entity to which they delegated duties or by any subcontractor, which may result in litigation related in any way to this Agreement.



## 26. Limitation of Liability

- 26.1. Notwithstanding anything to the contrary, to the extent allowed by law, neither party shall be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) even if the parties are advised of the likelihood or possibility of same.
- 26.2. FV's sole and exclusive remedy in the event FV makes any claim for breach of this Agreement or seeks damages under any theory of law whether based on warranty, contract or tort, including without limitation, negligence or strict liability, FV's sole and exclusive remedy shall be against District and not its trustees, officers, or employees. No trustee, officer or employee shall be sued or named as a party in any such suit or action and no judgment shall be taken against any trustee, officer, or employee. No writ of execution will be levied against the assets of any trustee, officer or employee of District pursuant to the terms of this Agreement. This covenant and agreement contained in this section are enforceable by District's trustees, officers and employees.

## 27. Limitation of Relief

- 27.1. No casual or inadvertent failure to comply with any of the provisions of this Agreement shall be deemed to be a breach of this Agreement by either party. The parties hereby acknowledge that in the event of any failure or omission by either party constituting a breach of either party's obligations under this Agreement, the damages, if any, are not irreparable or sufficient to entitle either party to injunctive or other equitable relief. Consequently the rights and remedies of either party hereunder shall be limited to the right, if any, to obtain damages at law and either party shall not have any right to rescind this Agreement or any of the rights granted to either party hereunder or to enjoin or restrain the production, distribution or exhibition of the telecourse produced pursuant to this Agreement.

REMAINDER OF THIS PAGE LEFT ENTIRELY BLANK  
(Notices and Signature page follows)



## 28. Notices

28.1. Any notices to be given hereunder by parties of the agreement to others shall be in writing and may be affected by personal delivery, by commercial air express delivery service or by mail, registered or certified, postage prepaid, with return receipt requested. All notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed given as of the actual receipt; air expressed notices shall be deemed given on the next business day after pickup by or delivery to the delivery service; mailed notices will be deemed given as of ten (10) days after mailing.

*For* Vice Chancellor, Office of  
*DISTRICT:* Administrative Services  
Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626

*With a* Executive Dean,  
*copy to:* Office of Instructional Systems Development/Coast  
Learning Systems  
Coastline Community College  
11460 Warner Avenue  
Fountain Valley, CA 92708

*For* Adam Landry  
*PUBLISHER:* FabelVision  
308 Congress St. 6<sup>th</sup> floor  
Boston, MA 02210

*IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year specified below.*

### ***Coast Community College District***

By: \_\_\_\_\_  
C.M. Brahmhatt,  
Vice Chancellor of Administrative Services

Dated: \_\_\_\_\_

### ***FV***

By: \_\_\_\_\_  
FabelVision

Dated: \_\_\_\_\_

\_\_\_\_\_  
**APPROVED AS TO LEGAL REQUIREMENTS**

\_\_\_\_\_  
Milford W. Dahl, Jr., Counsel  
Coast Community College District

Date: \_\_\_\_\_

## **List of Appendices**

**Appendix I:** *Design Specifications Document (DSD)*

**Appendix II:** *Functional Specifications Document (FSD)*

**Appendix III:** *Development & Delivery Schedule & Significant Milestones (D&DS)*

**Appendix IV:** *List of DELIVERABLES (LD)*

**Appendix V:** *FV CONTACTS*

1. FV Project Manager
2. FV Software Technical Representative/Contact
3. FV Fiscal Contact

**Appendix VI:** *DISTRICT CONTACTS*

1. DISTRICT Contract Manager
2. DISTRICT Contract Technical Representative
3. DISTRICT Fiscal Contact

**Appendix VII:** *Fee & Payment Schedule (F&PS)*

*Note: Fees and payments as described herein cover work for hire expenses and/or services commissioned by DISTRICT to support its OLLI project. All costs and/or fees listed cover the total cost and/or expenses for FV to create and produce deliverables. Additional incidental costs and/or expenses are unauthorized.*

**Appendix I**  
*Design Specifications Document (DSD)*

*TBD*

**Appendix II**  
*Functional Specifications Document (FSD)*

*Preliminary Draft*

**FV will provide the following for 20 games:**

- Documentation
- Art direction
- Visual design and production
- Sound design and production
- Technical direction
- Development
- QA testing
- Project management

**OLLI team will provide:**

- Learning objectives and final content
- Overview user experience documentation
- Technical specifications
- Final story including all production and integration
- Audio files from episode narrative as needed
- Platform development
- QA testing
- Timely consultation, feedback and approvals
- One primary project manager contact

**Production Assumptions**

- OLLI team will deliver specifications for screen size, file size and platform
- FV will create 20 games based on 7 Flash-based templates
- The games will be simple, casual, exercise types of games to allow students to practice and designed to enhance the episode story
- FV will design the games to match the content, creative approach, schedule, and scope of work – especially the schedule of delivering completed games by 12/31/08
- FV requests a team meeting prior to writing functional specs to discuss the game design document and creative approach
- Documents will be approved prior to production
- Visual designs will be approved prior to graphic production

- The visuals will consist of original illustrations and designs by FV artists
- Scripts will be approved prior to audio production
- FV will cast for and hire two non-union professional narrators (one female and one male)
- Feedback to each deliverable will be incorporated into the subsequent deliverable
- FV will post interim deliverables for review by OLLI team
- Once a deliverable has been approved, changes will be an additional scope of work
- FV will animate and develop with Flash
- FV will functional test all games before delivery
- FV will take part in a QA process after games are integrated into the platform

**Technical Assumptions**

- The games will be written in AS 3 using Flash 9
- Games are independent stand-alone swf's with the only interaction with the platform on load and when tracking student data using an established API
- The Super Group is building the shell in which the game swf's are loaded
- The speech recognition and recording solutions will be built into the OLLI Platform (not the game) with an API

**Appendix III**  
*Development & Delivery Schedule & Significant Milestones (D&DS)*

**DRAFT**

EVENT/TASK	DATE
Project kickoff meeting for FV Project team delivers completed game design documents Project team delivers information architecture	9/10/08
Functional specification documents delivered (with team meetings to discuss groups of games prior to writing)	September – December 2008
Game visual designs delivered	October – December 2008
Game Alphas and Betas delivered - Alphas for engines; Betas for each game	October – December 2008
Game Release Candidates delivered no later than	12/31/08
Game bug fixes and simple revisions to final	January – February 2009

**Appendix IV**  
*List of DELIVERABLES (LD)*  
**Draft**

**Project Overview**

FV will work with a development team to create a web-based language learning project. The project includes a 12 episode story, 20 simple games, and data collection. FV will be joining the project team, which is already in production, with specific tasks including:

**Instructional Design**

- FV will suggest ways to weave games into episode narrative.
- FV will write functional specification documents for 20 games based on design documents provided by other team members.

**Visual Design and Production**

- FV will create original designs for 20 games, integrating the look of the games with the established look of the episodes (comics).
- FV will create all visual elements and animation for 20 games.

**Sound Design and Production**

- FV will design sound track for each game including voice narrative from the episodes, scripted narration specific to the game, and sound effects.

**Development**

- FV will develop 20 games in Flash.
- FV will develop code to integrate the games with a platform being developed by the Super Group.
- FV will limit the number of game engines (7) in order to complete the games within the schedule.



1. Appendix V  
*FableVision CONTACTS*  
TBD

1. FV Project Manager
  - a. Kate Cotter
    - 308 Congress Street, 6th Floor
    - p: 617-956-5700
    - f: 617-956-5766
    - e: [kate@fablevision.com](mailto:kate@fablevision.com)
2. FV Software Technical Representative/Contact
  - a. Brian Grossman
    - 308 Congress Street, 6th Floor
    - p: 617-956-5700
    - f: 617-956-5766
    - e: [brian@fablevision.com](mailto:brian@fablevision.com)
3. FV Fiscal Contact
  - a. Adam Landry
    - 308 Congress Street, 6th Floor
    - p: 617-956-5700
    - f: 617-956-5766
    - e: [adam@fablevision.com](mailto:adam@fablevision.com)

**Appendix VI***DISTRICT CONTACTS*

1. DISTRICT Contract Manager
  - a. Dan C. Jones, Executive Dean, Center for Instructional Systems Development
    - 11460 Warner Avenue, Fountain Valley, CA 92780
    - (714) 241-6221
    - [djones@coastline.edu](mailto:djones@coastline.edu)
    - FAX (714) 241-6222
  - b. Alternate – Judy Garvey, Directory eMedia & Publishing, ISD
    - 11460 Warner Avenue, Fountain Valley, CA 92780
    - (714) 241-6230
    - [jgarvey@coastline.edu](mailto:jgarvey@coastline.edu)
    - FAX (714) 241-6286
2. DISTRICT Contract Coordinator
  - a. Meg Yanalunas, OLLI Project Manager & Instructional Designer
    - 11460 Warner Avenue, Fountain Valley, CA 92780
    - (714) 963-5138
    - [myanalunas@coastline.edu](mailto:myanalunas@coastline.edu)
    - FAX (714) 963-5216
  - b. Alternate – Judy Garvey, Directory eMedia & Electronic Publishing, ISD
3. DISTRICT Fiscal Contact
  - a. Dorsie Brooks, ISD Budget Support
    - 11460 Warner Avenue, Fountain Valley, CA 92780
    - (714) 241-6232
    - [dbrooks@coastline.edu](mailto:dbrooks@coastline.edu)
    - FAX (714) 241-6286
4. DISTRICT IT Contact
  - a. Toan Tran, Multimedia Developer/Programmer, ISD
    - 11460 Warner Avenue, Fountain Valley, CA 92780
    - (714) 241-6234 ext. 17529
    - [ttran@coastline.edu](mailto:ttran@coastline.edu)
    - FAX (714) 241-6286

**Appendix VII:**  
***Fee & Payment Schedule (F&PS)***

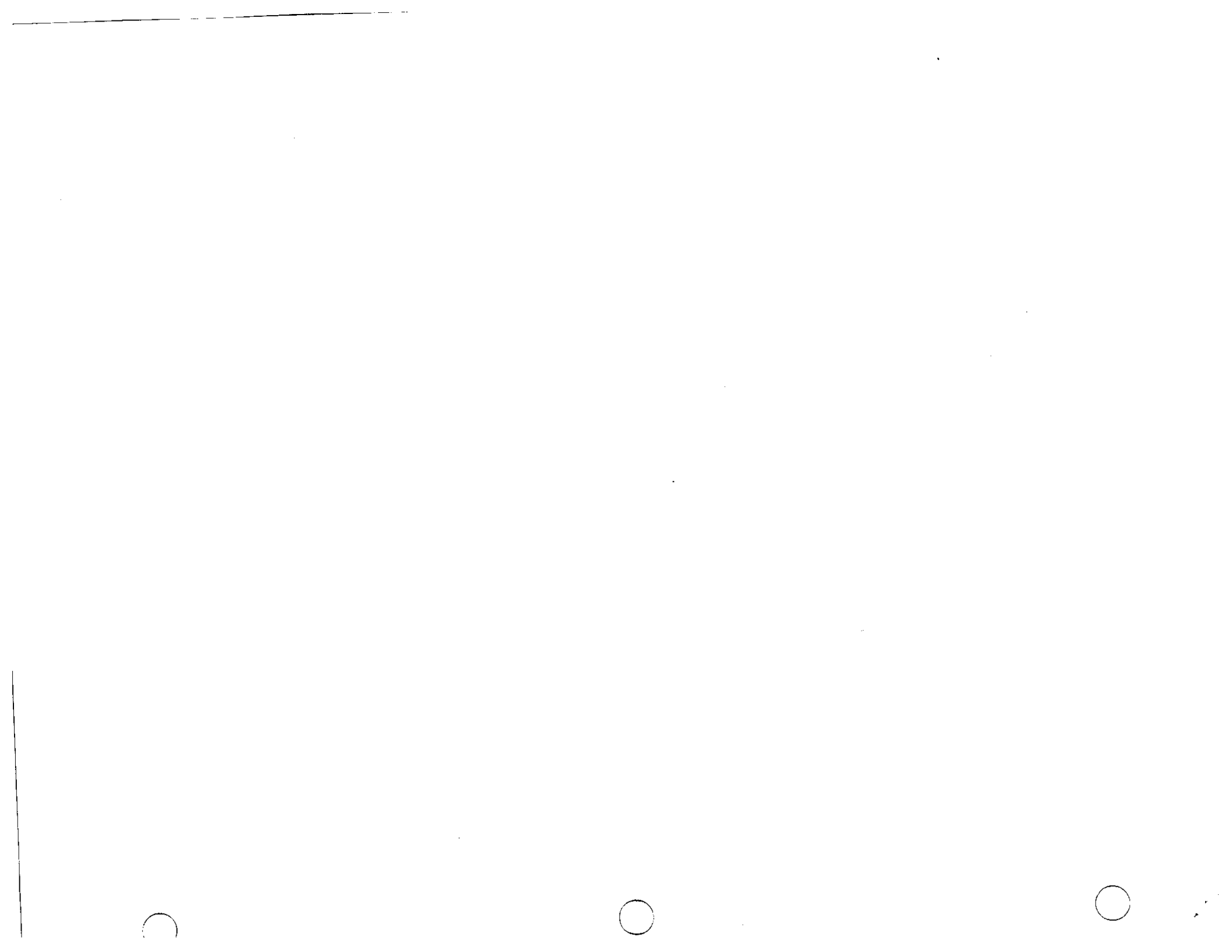
The following **DELIVERABLES** are billable as completed and approved for payment:

The cost to produce this effort with the process and assumptions detailed in this document is \$292,400. That cost breaks down as follows:

Project startup including team meetings and documentation review	\$6,400
Functional specification documentation including game concepts and scripts	\$65,300
Design and production for all visual elements	\$98,500
Programming and QA testing	\$90,800
Sound design and production including talent	\$31,400
<b>TOTAL</b>	<b>\$292,400</b>
<b>PER GAME COST</b>	<b>\$14,620</b>

Payment schedule:

- \$58,480 at the start of the project with the signing of the contract
- \$58,480 with acceptance of deliverables in October 2008
- \$58,480 with acceptance of deliverables in November 2008
- \$58,480 with acceptance of deliverables in December 2008
- \$30,000 with acceptance of the deliverables release candidate deliverable on December 31, 2008
- \$28,480 with acceptance of final fixes/revisions in February 2009



## Dedicated Access Service Agreement

This Dedicated Access Service Agreement (the "Agreement") is entered into as of this 5th day of October, 2008 (the "Effective Date"), by and between CCCD (Coastline Community College), with offices located at 11460 Warner Avenue, CA 9270 ("Customer") and the Los Angeles division of Time Warner Cable, with offices located 3430 E. Miraloma Ave. Anaheim CA 92806 ("TWC"). In consideration of the mutual promises and agreements made herein and intending to be legally bound, the parties agree as follows:

1. **SERVICE.** Subject to the terms and conditions of this Agreement, TWC shall provide Customer with a dedicated "Dedicated Access" service connection between Customer's facility and TWC's (or a TWC affiliate's) facility as further described on Exhibit A attached hereto (the "Service"). TWC shall use commercially reasonable efforts to provide the Service 7 days a week, 24 hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control. TWC's provision of the Service is subject to availability.
2. **INSTALLATION.** Customer shall obtain and maintain throughout the Term (as defined in Section 5 below) such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Service and Equipment as contemplated herein at Customer's facilities. Customer shall permit TWC to access the Customer facilities at any time as needed to install, configure, upgrade, maintain or remove the Equipment and other service components collocated at Customer's facilities. Customer shall make and maintain throughout the Term all site preparations necessary to permit the installation, maintenance, and operation of the Service and any Equipment (as defined below) as specified by TWC. Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with a mutually agreed upon schedule. TWC shall provide Customer with a completion notice ("Completion Notice") upon completion of the installation of the Service. Interconnection of the Service and Equipment with Customer's equipment will be performed by Customer.
3. **SUPPORT & MAINTENANCE.** TWC shall use commercially reasonable efforts to maintain the TWC provided and installed cabling, routers and other TWC-installed equipment, if any, (collectively, the "Equipment") used by TWC to provide the Service. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided to Customer's help desk personnel only. Customer is responsible for interfacing with its employees and end users. In no event shall TWC be responsible for providing such support for any network, equipment or software not provided and installed by TWC under this Agreement or for issues or problems beyond its direct control. Customer agrees to provide routine operational Service support for Equipment and service components collocated at Customer's facility, including without limitation by performing reboots, as requested by TWC.
4. **CUSTOMER OBLIGATIONS.** Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations, the terms of this Agreement, and any Terms of Use (which are incorporated herein by this reference). "Terms of Use" means all Service policies, including without limitation acceptable use policies, and other terms and conditions established by TWC and available on the TWC web site, [www.twcbc.com/la], as may be modified from time to time by TWC. Customer agrees not to resell or make any use of the Service other than for Customer's internal business purposes. [Customer agrees to use the Service solely for data services. Customer shall maintain the Equipment free and clear of all liens and encumbrances and shall be responsible for loss or damage to the Equipment while at Customer's facilities. As between the parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service, which use shall be deemed Customer's use for purposes of this Agreement; and (b) all content that is stored or transmitted via the Service. Customer shall not upload, post, transmit or otherwise make available on or via the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation. TWC may remove, or demand the removal of, content that in its judgment violates these standards. Customer agrees to conform its equipment and software to TWC's then-current network specifications and system requirements for the Service.
5. **TERM.** The Agreement shall be in effect for the Initial Term of Service set forth on Exhibit A, and unless terminated earlier in accordance with this Agreement, shall thereafter automatically renew on an annual basis unless either party notifies the other party at least thirty (30) days prior to the expiration of the then-current term of such party's intent not to renew (the Initial Term and any renewal term collectively referred to as the "Term").

6. **PAYMENT.** Customer agrees to pay TWC the one-time Service installation fee and monthly recurring Service fees (collectively the "Service Charges") set forth on Exhibit A in accordance with the following payment terms: Service Charges will be billed to Customer monthly in accordance with TWC's regular billing schedule and are payable within thirty (30) days after the date of invoice. Customer shall be responsible for all use, sales and other taxes and governmental charges applicable to the Service (which taxes and charges are not included in the Service Charges), except for taxes payable on TWC's net income. TWC shall have the right to increase Service Charges after the Initial Term upon thirty (30) days advance written notice to Customer. TWC may charge a late fee for all overdue amounts. The late fee will be the lesser of 1½% or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. In addition to the foregoing, and all other available remedies, TWC may discontinue Customer's access to the Service in whole or in part, until such overdue amounts, together with interest, are paid. TWC may require a security deposit, letter of credit, advance payment for Service or other reasonable assurances of payment from Customer. During the term of this agreement, Customer may notify TWC of its desire to renegotiate the term and charges in order to receive different services. If TWC and Customer are not able to reach mutually agreeable terms, then this Agreement shall remain in full force and effect.

7. **PROPRIETARY RIGHTS AND CONFIDENTIALITY.** (a) TWC's Proprietary Rights. All materials, including, but not limited to, any Equipment (including related firmware), software, data or information developed or provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "TWC Materials") shall remain the sole and exclusive property of TWC or its suppliers. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for herein. Customer may use the TWC Materials solely for Customer's use of the Service. Customer may not reproduce, modify or distribute the TWC Materials, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer are reserved to TWC. Customer will not open, alter, misuse, tamper with or remove the Equipment as and where installed by TWC, and will not remove any markings or labels from the Equipment indicating TWC (or its suppliers) ownership or serial numbers. (b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the TWC Materials and any other information and materials provided by TWC in connection with this Agreement that are identified or marked as confidential or are otherwise reasonably understood to be confidential. (c) Software. If software is provided to Customer hereunder, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

8. **MONITORING AND MODIFICATIONS.** TWC shall have the right, but not the obligation, to monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters). TWC shall have the right, but not the obligation, to upgrade, modify and enhance the Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC also shall have the right to add to, modify or delete any provision of the Terms of Use or any Service descriptions. TWC will notify Customer of any material adverse change in the Terms of Use or Service descriptions by posting notice of such change on the TWC web site or by email. Customer's continued use of the Service after such notice shall constitute Customer's acceptance of such change.

9. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice of the other party's material breach, provided that such material breach is not cured within such thirty (30) day period. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of this Agreement, or the Terms of Use, TWC may suspend or discontinue Customer's Service in whole or in part without advance notice. In the event of a suspension, TWC may require a reconnect charge to restart the suspended Service. Upon the termination or expiration of this Agreement: (a) TWC's obligations hereunder shall cease; (b) Customer promptly shall pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration and any applicable deinstallation fee, if any; (c) Customer promptly shall cease all use of any software provided by TWC hereunder, and shall return such software to TWC; and (d) Customer shall return to TWC or permit TWC to remove, in TWC's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the repair or replacement, at TWC's discretion, of any Equipment not returned in accordance with this section. In addition, notwithstanding anything to the contrary herein, upon early termination of this Agreement by Customer, Customer shall promptly pay TWC a termination fee equal to the Service Charges that would have been due for the remainder of the Initial Term or the then-current renewal term, as applicable, and any unpaid portion of the Installation Fee set forth on Exhibit A. The foregoing shall be in addition to any other rights and remedies that TWC may have under this Agreement or at law or equity relating to Customer's material breach.

10. **INDEMNIFICATION.** Customer agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against all claims, liabilities, damages and expenses, including attorneys' and other professionals' fees, arising out of or relating to (i) the use of the Service, including but not limited to a breach of Section 4 herein; or (ii) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents..

11. **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE OR THE INTERNET OR ACTIONS TAKEN ON THE INTERNET AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICE AND RELATED EQUIPMENT AND/OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICE, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE INTERNET MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE UPLOADING, DOWNLOADING OR OTHER TRANSMISSION OF SUCH MATERIALS AND/OR DATA. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT, AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF TWC TO CUSTOMER FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER.

13. **NOTIFICATIONS.** Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal Cable Communications Act (the "Cable Act") and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice provided by TWC in writing, which is incorporated herein by reference. Customer acknowledges receipt of the Subscriber Privacy Notice. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation or by the American Registry for Internet Numbers ("ARIN") or any similar agency. In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, TWC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.

14. **FORCE MAJEURE.** TWC shall have no liability to Customer hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, acts or omissions of other carriers, natural disaster, regulation or governmental acts, fire, civil disturbance, strike, weather, any unauthorized access to or destruction or modification of the Service, in whole or in part, any failure of heat, air conditioning, or power supply, or act or failure to act of Customer or any third party using the Service.

15. **REGULATORY AND LEGAL CHANGES; TARIFFS.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any increase in universal service fees or other government imposed charges, that increases the costs or other terms of delivery of Service to Customer, Customer acknowledges and agrees that TWC may pass through to Customer any such increased costs. Further, in the event that TWC is required to file tariffs with the appropriate regulatory agency or otherwise publish rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff or published rates shall govern TWC's delivery of, and Customer's consumption or use of, the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate this Agreement as to any or all of the Service without liability by giving Customer thirty (30) days prior written notice (or such shorter notice as is required by law or regulation) of such determination.

16. **ENTIRE AGREEMENT.** This Agreement, including without limitation all exhibits that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect hereto. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect.

17. **MISCELLANEOUS.** This Agreement shall be governed and construed in accordance with the laws of the State of California, excluding its conflicts of law principles. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein, and the remainder of this Agreement shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Customer may not assign this Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under this Agreement, including without limitation, in whole or in part, to any Time Warner Cable Inc. affiliated party without the prior written approval of or notice to Customer. Customer shall make no press release, public announcement or other public statements regarding this Agreement without TWC's prior written consent. All claims under this Agreement must be initiated not later than two years after the claim arose. There are no third party beneficiaries to this Agreement. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC herein may accrue to, or be fulfilled by, any TWC affiliate, including without limitation Road Runner HoldCo LLC, as well as by TWC and/or its subcontractors. The parties to this Agreement are independent contractors. Any notice under this Agreement shall be given in writing and shall be deemed to have been given when actually received by the other party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one party to the other in writing. The provisions of Sections 6, 7, 9, 10, 11, 12 and 17 shall survive the termination or expiration of this Agreement. No modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Notwithstanding anything herein to the contrary, any party to this Agreement (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions and other tax analyses) that are provided to the party relating to such tax treatment and tax structure.

18. **SERVICE LEVEL AGREEMENT.** The Service Level Agreement (SLA) that defines the performance criteria and performance objectives to which Time Warner Cable and Road Runner Business Class will be held accountable for the Dedicated Access service is set forth in Addendum 1.

**CUSTOMER:**

By: \_\_\_\_\_  
Name: C.M. Brahmhatt  
Title: Vice Chancellor of Administrative Services  
Date: Coast Community College District

**TWC:**

By: \_\_\_\_\_  
Name: David Montierth  
Title: Regional Vice President  
Date: \_\_\_\_\_



**Exhibit A**  
**Renewal to Existing Dedicated Service Agreement**  
**Services**

Subject to the terms and conditions of this Agreement, TWC shall provide Customer with a dedicated Point-to-Point circuit connection between Customer's data network located at 11460 Warner Avenue, Fountain Valley, CA92708 and 10200 Slater Avenue, Fountain Valley, CA 90720 and 12901 Euclid Street, Garden Grove, CA 92840 and the TWC facilities located at 16945 Bushard Avenue, Fountain valley, CA92708. The Service shall have the following capacity:

- 45 Mbps Ethernet Managed Point- to Point. Flat Rate Billing
- 100base-TX Ethernet handoff – UTP, full duplex at customer premise (customer preference).

Customer must purchase any additional capacity separately.

**Pricing**

Installation Fee: N/A

Monthly Recurring Fee: **\$1,905.00**

**Initial Term of Service**

For a period of ☐ 24 [months] from the date of fully executed agreement.

## Addendum 1

### Service Level Agreement

#### **NETWORK LATENCY**

Latency is the time delay experienced between a local computer/device generating a Layer 3 ICMP 64 byte ping message and receiving a response from the targeted remote computer/device. It is normally expressed in milliseconds (thousandths of a second). Latency is measured on a local-metro-divisional basis and regional basis.

No SLA is offered for IP packets traversing the public Internet. (Defined as the RRCS Head end router interface connecting to the Tier 1 provider, ADTN or Level3, and beyond). For Internet Access, the TW Cable/Road Runner network is an extension of the public Internet.

RRCS will measure latency using a standard 64 byte ping from one network device to a second network device in a round trip fashion. The ping test shall be conducted every 5 minutes for 24 hours for an entire month to constitute the measurement period.

A month is defined as 30 days times 24 hours for a total of 720 hours. Pinging every five minutes produces 12 pings per hour, 288 pings per day and 8,640 pings per month.

Latency will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Latency Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding 40ms on average to qualify for non-standard performance. The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance.

#### **DIVISION NETWORK LATENCY**

Division Network Latency is defined as the end-to-end roundtrip period between the customer demarcation point (media converter) connected to the fiber optic local loop to the serving Distribution Hub and either the Tier 1 provider port on the Internet facing router in the Head End or the customer demarcation point (media converter) connected to the fiber optic local loop to the serving Distribution Hub at the other end of the Private Line circuit within the Division.

#### **INTRA-REGIONAL NETWORK LATENCY**

Intra-Regional Network Latency is defined as the end-to-end roundtrip period between the customer demarcation point (media converter) attached to the fiber optic local loop terminating in the local serving Distribution Hub to the Divisional Head End and across the Regional Ring to the destination Head End in the destination Division to the Distribution Hub serving the fiber optic local loop connecting to the customer demarcation point (media converter).

#### **INTER-REGIONAL NETWORK LATENCY**

Inter-Regional Network Latency is defined as the end-to-end roundtrip period between the customer demarcation point (media converter) attached to the fiber optic local loop terminating in the local serving Distribution Hub to the Divisional Head End and across the Inter-Regional Ring to the destination Head End in the destination Division to the Distribution Hub serving the fiber optic local loop connecting to the customer demarcation point (media converter). Inter-Regional services are not available for this product release.

#### **END-TO-END NETWORK AVAILABILITY**

End-to-End Network Availability is defined as the total number of minutes in a billing month during which a Road Runner Commercial Services Ethernet service is available to exchange data between the two Customer end points, or a Customer end point and the router connecting Road Runner Commercial Services to the Tier 1 provider, divided by the total number of minutes in a billing month expresses as a percentage. A billing month has 43,200 minutes.

End-to-End Network Availability is calculated as the total number of minutes during a calendar month when a specific customer connection and local access arrangements are available to exchange data between two or more customer end points with the same type of service, divided by the total number of minutes for that month.

End-to-End Network Availability covering Type 1 (On-Net) access is 99.97% that translates to 14 minutes per month of down time outside the maintenance window(s) for Layer 2 Ethernet transport services.

The calculation of End-to-End Network Availability commences after the Customer opens a Trouble Ticket with Road Runner Commercial Services CSC and is based on the availability of the service during the service monthly billing period in which the Customer opens the Trouble Ticket. Network outages do not include periods of service degradation, such as slow data transmission. Network availability is calculated on reported outages outside the maintenance window(s).

Availability will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Availability Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding 99.97% Availability on average to qualify for non-standard performance. The customer must open a trouble ticket with the CSC in Order to qualify for the credits issued for a non-compliant SLA performance.

### **PACKET LOSS**

Packet loss describes an error condition in which data packets appear to be transmitted correctly at one end of a connection, but never arrive at the other.

Packet Loss is the average ratio of total packets that are sent to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point.

Packet Loss will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Packet Loss Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding 0.1% Packet Loss on average between Time Warner Hubs to qualify for non-standard performance. The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance.

### **OUTAGE CREDITS**

In the event that the customer experiences an outage of service and remote diagnosis through the company's Customer Support Center (CSC) have proved unsuccessful, the company will provide onsite response within 4 hours. The 4 hour window begins when remote diagnostics have been unsuccessful. In the event that the outage is found to be the company's responsibility, excluding the instance of force majeure as expressed in section 14 in this agreement, and the service is not restored within the 4 hour windows stated above the customer would be entitled to a week's credit of the monthly fee up to a maximum of 4 week's credit for a consecutive outage lasting up to 24 hours or more.

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# Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

CHANGE ORDER

No. 09A

**FILE:** C.O. 09: Reed Thomas Company, Inc.

**PROJECT:** District Administrative Offc Bldg

**TO:** Attn: Daniel Broome  
Reed Thomas Company  
1025 N. Santiago,  
Santa Ana, CA 92701  
Phone: 714 558 7691 Fax: 714 558 7361

**DATE:** 9/23/2008

**CCCD PROJ NO:** 11020-985

**CONTRACT NO:** PO-

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 Unused Allowance Dollars

(\$7,724.00)

### COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00002	Unused Allowance Dollars	(\$7,724.00)

**Unit Cost:** (\$7,724.00)

**Unit Tax:** \$0.00

**Total:** (\$7,724.00)

Original Contract Sum was .....  
Change by Previously Authorized Requests and Changes ..... \$693,000.00  
The Contract Sum Prior to This Change Order was ..... \$62,526.00  
The Contract Sum Will be Decreased ..... \$755,526.00  
The New Contract Sum Including This Change Order ..... (\$7,724.00)  
The Contract Time Will Not Be Changed ..... \$747,802.00  
The Date of Substantial Completion as of this Change Order Therefore is .....

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Reed Thomas Company

By: \_\_\_\_\_  
Daniel Broome

Date: \_\_\_\_\_

Construction Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Coast Community College District

By: \_\_\_\_\_  
C.M. Brahmbhatt

Date: \_\_\_\_\_

Division of State Architect

By: \_\_\_\_\_

Date: \_\_\_\_\_

Bundy Finkel Architects

By: \_\_\_\_\_  
Tim Bundy

Date: \_\_\_\_\_

# Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

**CHANGE ORDER**  
**No. 09D**

**TITLE:** C.O. 09: Prizio Construction

**PROJECT:** District Administrative Offc Bldg

**TO:** Attn: Bob Prizio  
Prizio Construction  
151 Kalmus Dr., Ste M-1  
Costa Mesa, CA 92626  
Phone: 714 543 3366 Fax: 714 543 3388

**DATE:** 9/23/2008

**CCCD PROJ NO:** 11020-985

**CONTRACT NO:** PO-304505

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

## CHANGES TO CONTRACT

(\$806.00)

00001 Unused Allowance Dollars

### COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00003	Unused Allowance Dollars	(\$806.00)

**Unit Cost:** (\$806.00)

**Unit Tax:** \$0.00

**Total:** (\$806.00)

The Original Contract Sum was	\$4,016,502.00
Net Change by Previously Authorized Requests and Changes	\$85,779.00
The Contract Sum Prior to This Change Order was	\$4,102,281.00
The Contract Sum Will be Decreased	(\$806.00)
The New Contract Sum Including This Change Order	\$4,101,475.00
The Contract Time Will Not Be Changed	...
The Date of Substantial Completion as of this Change Order Therefore is	...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

**Prizio Construction**

**By:** \_\_\_\_\_  
Bob Prizio

**Date:** \_\_\_\_\_

**Construction Manager**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Coast Community College District**

**By:** \_\_\_\_\_  
C.M. Brahmabhatt

**Date:** \_\_\_\_\_

**Division of State Architect**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Bundy Finkel Architects**

**By:** \_\_\_\_\_  
Tim Bundy

**Date:** \_\_\_\_\_

# Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

CHANGE ORDER

No. 09H

**TITLE:** C.O. 09: Tri-Citi Electric

**PROJECT:** District Administrative Offc Bldg

**TO:** Attn: Mark Schutz  
Tri-Citi Electric  
43300 Business Park Drive  
Suite A106  
Temecula, CA 92590  
Phone: 951-699-7107 Fax: 951-699-7275

**DATE:** 9/23/2008

**CCCD PROJ NO:** 11020-985

**CONTRACT NO:** PO -305085

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 Unused Allowance Dollars

(\$9,555.00)

### COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00004	Unused Allowance Dollars	(\$9,555.00)

**Unit Cost:** (\$9,555.00)

**Unit Tax:** \$0.00

**Total:** (\$9,555.00)

Original Contract Sum was	.....	
Net Change by Previously Authorized Requests and Changes	.....	\$3,277,000.00
The Contract Sum Prior to This Change Order was	.....	(\$235,200.00)
The Contract Sum Will be Decreased	.....	\$3,041,800.00
The New Contract Sum Including This Change Order	.....	(\$9,555.00)
The Contract Time Will Not Be Changed	.....	\$3,032,245.00
The Date of Substantial Completion as of this Change Order Therefore is	.....	

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Tri-Citi Electric

By: \_\_\_\_\_  
Mark Schutz

Date: \_\_\_\_\_

Construction Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Coast Community College District

By: \_\_\_\_\_  
C.M. Brahmabhatt

Date: \_\_\_\_\_

Division of State Architect

By: \_\_\_\_\_

Date: \_\_\_\_\_

Bundy Finkel Architects

By: \_\_\_\_\_  
Tim Bundy

Date: \_\_\_\_\_

# Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

CHANGE ORDER

No. 09J

**TITLE:** C.O. 09: Williams Mechanical, Inc.

**PROJECT:** District Administrative Offc Bldg

**TO:** Attn: Eli Villarreal  
Williams Mechanical  
75-090 St. Charles Place  
Suite C  
Palm Desert, CA 92211  
Phone: (760) 341-0557 Fax: (760) 341-5488

**DATE:** 9/23/2008

**CCCD PROJ NO:** 11020-985

**CONTRACT NO:** PO-305050

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

## CHANGES TO CONTRACT

(\$13,497.00)

00001 Unused Allowance Dollars

### COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00004	Unused Allowance Dollars	(\$13,497.00)

**Unit Cost:** (\$13,497.00)

**Unit Tax:** \$0.00

**Total:** (\$13,497.00)

The Original Contract Sum was	\$387,500.00
Net Change by Previously Authorized Requests and Changes	\$29,760.00
The Contract Sum Prior to This Change Order was	\$417,260.00
The Contract Sum Will be Decreased	(\$13,497.00)
The New Contract Sum Including This Change Order	\$403,763.00
The Contract Time Will Not Be Changed	....
The Date of Substantial Completion as of this Change Order Therefore is	...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

**Williams Mechanical**

**By:** \_\_\_\_\_  
Eli Villarreal

**Date:** \_\_\_\_\_

**Construction Manager**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Coast Community College District**

**By:** \_\_\_\_\_  
C.M. Brahmbhatt

**Date:** \_\_\_\_\_

**Division of State Architect**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Bundy Finkel Architects**

**By:** \_\_\_\_\_  
Tim Bundy

**Date:** \_\_\_\_\_



# Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

CHANGE ORDER

No. 09S

FILE: C.O. 09: Haitbrink Asphalt Paving

PROJECT: District Administrative Offc Bldg

TO: Attn: Jerry Lincoln  
Haitbrink Asphalt Paving, Inc  
1548 Maple St  
Corona, CA 92880  
Phone: 951-273-0111

DATE: 9/23/2008

CCCD PROJ NO: 11020-985

CONTRACT NO: PO-

DSA NO:

ARCH PROJ NO:

GC PROJ NO:

## CHANGES TO CONTRACT

00001 Unused Allowance Dollars

(\$21,604.00)

### COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00003	Unused Allowance Dollars	(\$21,604.00)

Unit Cost: (\$21,604.00)

Unit Tax: \$0.00

Total: (\$21,604.00)

Original Contract Sum was	.....	
Change by Previously Authorized Requests and Changes	.....	\$548,691.00
The Contract Sum Prior to This Change Order was	.....	(\$24,221.00)
The Contract Sum Will be Decreased	.....	\$524,470.00
The New Contract Sum Including This Change Order	.....	(\$21,604.00)
The Contract Time Will Not Be Changed	.....	\$502,866.00
The Date of Substantial Completion as of this Change Order Therefore is	.....	

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Haitbrink Asphalt Paving, Inc

By: \_\_\_\_\_  
Jerry Lincoln

Date: \_\_\_\_\_

Construction Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Coast Community College District

By: \_\_\_\_\_  
C.M. Brahmabhatt

Date: \_\_\_\_\_

Division of State Architect

By: \_\_\_\_\_

Date: \_\_\_\_\_

Bundy Finkel Architects

By: \_\_\_\_\_  
Tim Bundy

Date: \_\_\_\_\_

\_\_\_\_\_





# **Coast Community College District Adopted Budget Presentation 2008-2009**



October 1, 2008





## Adopted Budget Presentation

October 1, 2008

### Budget includes:

- \*0.68% COLA from state (budgeted in holding account)
- \*07-08 Growth Funds 1.46%
- \*Negotiated salary increases for all staff (less State COLA)
- \*Health benefits cost increased \$500 per employee to \$12,500
- \*Retiree Liability benefit charge of 3% for contract employees
- \*District ending balance of \$22.1 million provides one-time funds for
  - Reserve for contingency (\$16,750,000)
  - Stability Reserve (\$2,000,000)
  - Board Election (\$633,500)
  - Instructional Equipment (\$500,000)
  - New College Program Initiative Yr 2 (\$750,000)
  - Capital Outlay (\$600,000)
  - Common Course Numbering (\$120,000)
  - Voyager Implementation (\$660,000)
  - Career Technology Ed (\$30,000)
  - Summer 08 Incentive Pay (\$85,916)

### Future trends:

- \*Plan for funding Retiree Health Benefits Liability is on schedule with current actuarial study
- \*With the K-12 population in Orange County projected to decrease significantly over the next 8 years, a stability reserve of \$2 million has been established
- \*Growth rate for 2008/09 is 1%

### Accomplishments:

- \*Comfortable salary increases for last ten years and improvement in our standing among other multi-college districts
- \*Maintain Reserve for Contingency of 7.5% to provide for future uncertainties and cash flow
- \*Balance of \$31 million for Retiree Health Benefits Liability

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**Adopted Budget Presentation**  
October 1, 2008

**Comparison of Beginning Balances and Revenue  
2005-2009**

	ACTUAL 2004-2005	ACTUAL 2005-2006	ACTUAL 2006-2007	ACTUAL 2007-2008	BUDGET 2008-2009
BEGINNING BALANCE*	8,860,639	11,806,914	19,125,024	28,794,303	23,601,080
FEDERAL REVENUE	7,443,466	7,445,875	6,747,733	7,582,538	9,224,284
STATE REVENUE	73,598,196	83,020,491	97,649,095	99,114,856	97,598,941
LOCAL REVENUE	99,817,864	100,357,376	109,065,211	111,482,137	117,539,137
OTHER FINANCING	8,026,030	34,228	11,182	2,447	0

\*INCLUDES COLLEGE BEGINNING BALANCES





**Adopted Budget Presentation**  
October 1, 2008

**Comparison of Expenses  
2005-2009**

	ACTUAL 2004-2005	ACTUAL 2005-2006	ACTUAL 2006-2007	ACTUAL 2007-08	BUDGET 2008-09
CERTIFICATED SALARIES	62,118,104	65,533,107	72,646,093	81,423,245	77,628,375
CLASSIFIED SALARIES	44,544,391	46,335,770	50,327,119	55,929,069	56,695,364
STAFF BENEFITS	45,468,636	43,158,971	42,092,522	45,267,659	47,392,010
BOOKS & SUPPLIES	4,769,576	4,576,619	4,732,962	5,259,579	5,592,822
OTHER OPERATING EXP & SVCS	17,845,004	16,975,797	20,039,794	20,955,085	31,946,046
CAPITAL OUTLAY	6,615,044	3,374,549	5,215,648	5,713,968	3,559,624
STUDENT AID & OTHER OUTGO	4,578,665	3,646,523	8,749,138	8,826,593	4,054,102



Adopted Budget Presentation  
October 1, 2008

Actual Expenses  
2007-2008

		GENERAL PURPOSE/ UNRESTRICTED				CATEGORICAL/ RESTRICTED			
DESCRIPTION	ACCT CODE	GENERAL PURPOSE	SAL %	SAL & BEN %	TOT EXP %	RESTRICTED	SAL %	SAL & BEN %	TOT EXP %
ACADEMIC SALARIES	1000	77,119,426	62.6%	46.9%	39.5%	4,303,819	30.2%	23.8%	15.3%
CLASSIFIED SALARIES	2000	45,988,677	37.4%	28.0%	23.6%	9,940,392	69.8%	54.9%	35.3%
<b>TOTAL SALARIES</b>		<b>123,108,103</b>	<b>100.0%</b>	<b>74.8%</b>	<b>63.1%</b>	<b>14,244,211</b>	<b>100.0%</b>	<b>78.6%</b>	<b>50.6%</b>
EMPLOYEE BENEFITS	3000	41,400,218		25.2%	21.2%	3,867,441		21.4%	13.7%
<b>TOTAL SAL. &amp; BENEFITS</b>		<b>164,508,321</b>		<b>100.0%</b>	<b>84.3%</b>	<b>18,111,652</b>		<b>100.0%</b>	<b>64.3%</b>
SUPPLIES AND MATERIALS	4000	3,178,252			1.6%	2,081,327			7.4%
OTHER OPER. EXP. & SERV.	5000	17,059,217			8.7%	3,895,868			13.8%
CAPITAL OUTLAY	6000	3,753,188			1.9%	1,960,779			7.0%
OTHER OUTGO	7000	6,710,980			3.4%	2,115,614			7.5%
<b>TOTAL EXPENDITURES</b>		<b>195,209,958</b>			<b>100.0%</b>	<b>28,165,240</b>			<b>100.0%</b>



**Adopted Budget Presentation**  
October 1, 2008

**Comparison of State COLA vs. District Salary Increases  
2000-2009**

	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07*	2007-08	2008-09**	Total
State Provided COLA	4.17%	3.87%	2.00%	0.00%	2.41%	4.23%	5.92%	4.53%	0.68%	27.81%
1/2 Prior Year Growth at P2	0.56%	1.31%	0.96%	1.42%	0.00%	1.24%	0.00%	0.59%	0.73%	6.81%
District Salary Increase	6.50%	5.29%	3.00%	1.50%	3.00%	6.00%	7.38%	6.00%	2.73%	41.40%
Increase Over COLA & Growth	1.77%	0.11%	0.04%	0.08%	0.59%	0.53%	1.46%	0.88%	1.32%	6.78%

\*District salary increase for faculty only

\*\*District salary increase for faculty only. Others provided 2.11% salary increase.



**Adopted Budget Presentation**  
October 1, 2008

**Academic Salaries  
2007-2008**

<b>ACCT CODE</b>	<b>DESCRIPTION</b>	<b>GEN PURPOSE/ UNRESTRICTED</b>	<b>SALARY %</b>	<b>CATEGORICAL/ RESTRICTED</b>	<b>SALARY %</b>
1100	INSTRUCTOR CONTRACT	35,524,735	46.1%	581,511	13.5%
1200	NON-INSTRUCTIONAL CONTRACT	3,954,252	5.1%	1,067,238	24.8%
1200	RELEASE TIME	2,671,374	3.5%	267,728	6.2%
1200	CERT MANAGEMENT CONTRACT	6,899,564	8.9%	384,899	8.9%
1300	INSTRUCTOR HOURLY	26,248,601	34.0%	716,827	16.7%
1400	NON-INSTRUCTIONAL HOURLY	1,820,900	2.4%	1,285,616	29.9%
	<b>TOTAL EXPENDITURES</b>	<b>77,119,426</b>	<b>100.0%</b>	<b>4,303,819</b>	<b>100.0%</b>





**Adopted Budget Presentation**  
October 1, 2008

**Classified Salaries  
2007-2008**

<b>ACCT CODE</b>	<b>DESCRIPTION</b>	<b>GEN PURPOSE/ UNRESTRICTED</b>	<b>SALARY %</b>	<b>CATEGORICAL/ RESTRICTED</b>	<b>SALARY %</b>
2100	NON-INSTR CONTRACT	29,771,076	64.7%	5,205,051	52.4%
2100	NON-INSTRUCTIONAL MANAGERS	6,908,944	15.0%	718,776	7.2%
2200	INSTRUCTIONAL CONTRACT	3,395,668	7.4%	286,982	2.9%
2300	NON-INSTRUCTIONAL HOURLY	4,849,437	10.5%	3,082,326	31.0%
2400	INSTRUCTIONAL HOURLY	1,063,552	2.3%	647,257	6.5%
	<b>TOTAL EXPENDITURES</b>	<b>45,988,677</b>	<b>100.0%</b>	<b>9,940,392</b>	<b>100.0%</b>



**Adopted Budget Presentation**  
October 1, 2008

**Actual Expenses by Site  
2007-2008**

<b>DESCRIPTION</b>	<b>COLLEGE CODE</b>	<b>GENERAL PURPOSE/ UNRESTRICTED (1)</b>	<b>CATEGORICAL/ RESTRICTED (2)</b>	<b>TOTAL GENERAL FUND</b>
Orange Coast College	2	82,964,348	9,605,488	92,569,836
Golden West College	3	50,889,672	7,850,339	58,740,011
Coastline Comm College	8	26,538,481	9,829,687	36,368,168
District Office	1	12,609,792	578,687	13,188,479
District-Wide	6, 9	22,207,665	301,039	22,508,704
<b>TOTAL EXPENDITURES</b>		<b>195,209,958</b>	<b>28,165,240</b>	<b>223,375,198</b>

- (1) Funds available to college via budget allocation model which includes dedicated revenue  
(2) Categorical programs are restricted by the program guidelines



Adopted Budget Presentation  
October 1, 2008

Actual Unrestricted Expenses by Site Detail  
2007-2008

		OCC (2)		GWC (3)		CCC (8)		DISTRICT OFFICE (1)		DISTRICT-WIDE (6 & 9)		TOTAL	
DESCRIPTION	ACCT CODE	GENERAL PURPOSE	TOT EXP %	GENERAL PURPOSE	TOT EXP %	GENERAL PURPOSE	TOT EXP %	GENERAL PURPOSE	TOT EXP %	GENERAL PURPOSE	TOT EXP %	GENERAL PURPOSE	TOT EXP %
ACADEMIC SALARIES	1000	40,168,367	48.4%	24,821,888	48.8%	10,623,700	40.0%	818,968	6.5%	686,503	3.1%	77,119,426	39.5%
CLASSIFIED SALARIES	2000	17,770,138	21.4%	11,955,601	23.5%	7,720,812	29.1%	7,610,183	60.4%	931,943	4.2%	45,988,677	23.6%
<b>TOTAL SALARIES</b>		<b>57,938,505</b>	<b>69.8%</b>	<b>36,777,489</b>	<b>72.3%</b>	<b>18,344,512</b>	<b>69.1%</b>	<b>8,429,151</b>	<b>66.8%</b>	<b>1,618,446</b>	<b>7.3%</b>	<b>123,108,103</b>	<b>63.1%</b>
EMPLOYEE BENEFITS	3000	15,644,504	18.9%	9,693,006	19.0%	4,570,385	17.2%	2,963,149	23.5%	8,529,174	38.4%	41,400,218	21.2%
<b>TOTAL SAL. &amp; BENEFITS</b>		<b>73,583,009</b>	<b>88.7%</b>	<b>46,470,495</b>	<b>91.3%</b>	<b>22,914,897</b>	<b>86.3%</b>	<b>11,392,300</b>	<b>90.3%</b>	<b>10,147,620</b>	<b>45.7%</b>	<b>164,508,321</b>	<b>84.3%</b>
SUPPLIES AND MATERIALS	4000	1,621,056	2.0%	697,827	1.4%	399,320	1.5%	156,981	1.2%	303,068	1.4%	3,178,252	1.6%
OTHER OPER. EXP. & SERV.	5000	5,037,714	6.1%	2,944,532	5.8%	2,722,384	10.3%	850,197	6.7%	5,504,390	24.8%	17,059,217	8.7%
CAPITAL OUTLAY	6000	1,764,632	2.1%	725,379	1.4%	457,080	1.7%	210,314	1.7%	595,783	2.7%	3,753,188	1.9%
OTHER OUTGO	7000	957,937	1.2%	51,439	0.1%	44,800	0.2%	-	0.0%	5,656,804	25.5%	6,710,980	3.4%
<b>TOTAL EXPENDITURES</b>		<b>82,964,348</b>	<b>100.0%</b>	<b>50,889,672</b>	<b>100.0%</b>	<b>26,538,481</b>	<b>100.0%</b>	<b>12,609,792</b>	<b>100.0%</b>	<b>22,207,665</b>	<b>100.0%</b>	<b>195,209,958</b>	<b>100.0%</b>

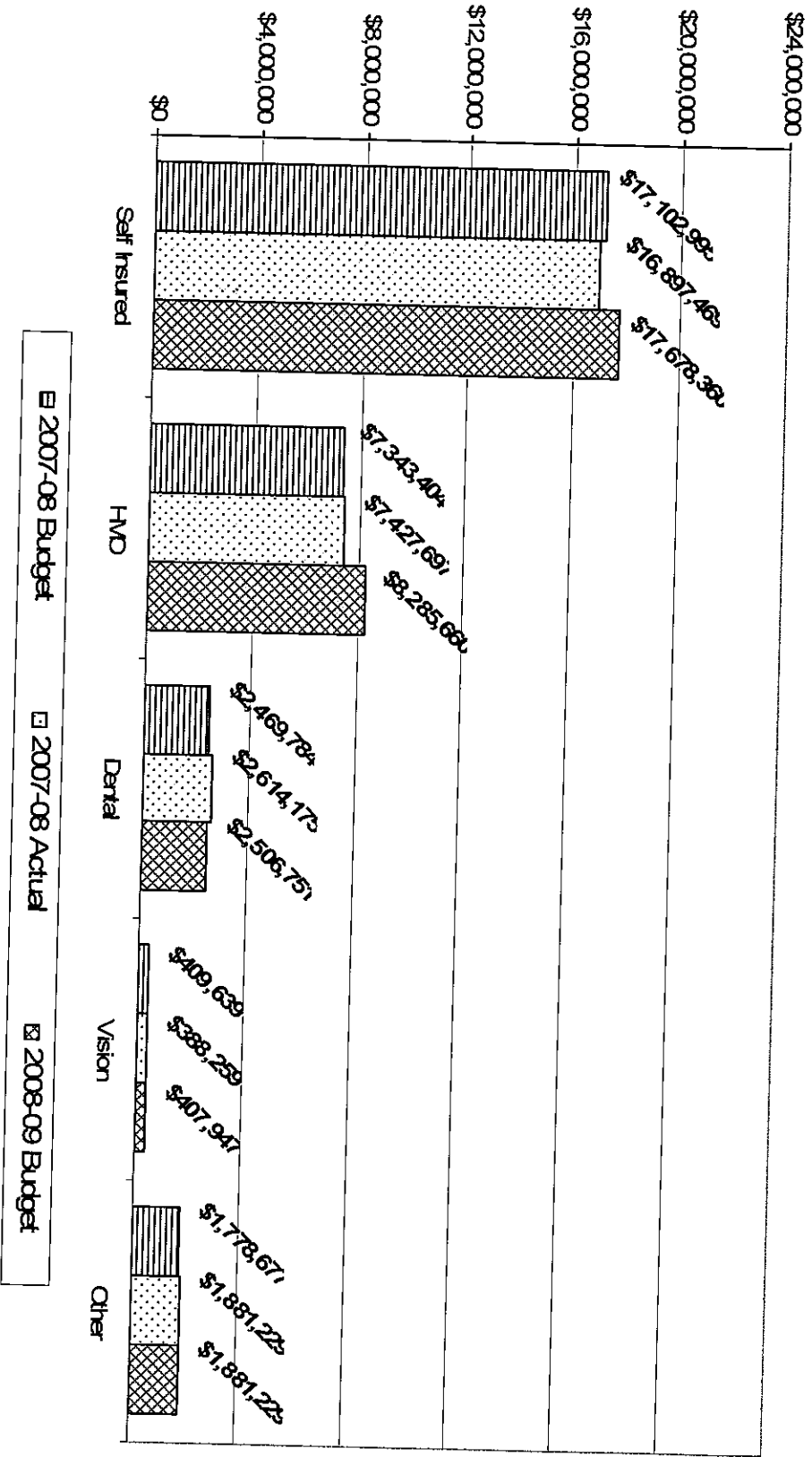
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# Adopted Budget Presentation October 1, 2008

## Health Benefits Comparison 2008-2009







**Adopted Budget Presentation**  
October 1, 2008

**Health Benefits Budget  
2008-2009**

