AGENDA

Coast Community College District Regular Meeting of the Board of Trustees Date: February 18, 2009 5:00 p.m. Closed Session 6:30 p.m. Reg

Date: February 18, 2009 5:00 p.m. Closed Session 6:30 p.m. Regular Meeting Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626

- 1. Procedural Matters
 - 1.00 Call to Order Roll Call
 - 1.01 Public Comment (Items on the Agenda)

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. Public Comment regarding matters not on the Agenda will be taken at a later point in the Agenda. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the <u>Brown Act</u>. 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.

1.02 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. Employment (pursuant to Section 54957(b)(1))

Faculty Special Assignments Substitute Faculty Full-time Faculty

a. Temporary Instructor, Biology

Part-time Faculty

Classified - Revision to Previous Board action

- a. Accounting Technician, Senior
- b. Instructional Systems Development Programmer
- c. Receptionist
- d. Staff Aide

Classified Temporary Assignments

Hourly

Substitute Classified

Student Employee

Professional Experts

				•
				·
	-,			

2. Conference with Legal Counsel: Existing Litigation (pursuant to Section 54956.9 (a))

Morganstern v. Orange Coast College et al., Orange County Superior Court Case No. 30-2008-00109222 Zandieh v. Coast Community College District, Orange County Superior Court Case No. 30-2008-00108991 Orellana v. Coast Community College District, Orange County Superior Court Case No. 30-2008-00114631 Lewis v. Coast Community College District et al., Orange County Superior Court Case No. 30-2008-00114263 Steidinger v. Coast Community College District, Orange County Superior Court Case No. 30-2008-00109197 Nguyen v. Coast Community College District (CFE Arbitration) (Arbitration No. 08-01) Coast Federation of Educators v. Coast Community College District, PERB Case No. LA-CE-5056-E Coast Federation of Educators v. Coast Community College District (Arbitration No. 08-02) Kimbali v. Golden West College, DFEH Case No. E-200809-K-1099-00

- 3. Public Employee Discipline/Dismissal/Release (pursuant to Section 54957)
- 1.03 Reconvene Regular Meeting at 6:30 p.m.
- 1.04 Pledge of Allegiance
- 1.05 Public Comment (Items on the Agenda)
- 1.06 Approval of Minutes Regular Meeting of: February 4, 2009
- 1.07 Acceptance of Retirements
- 1.08 Resolution
 - a. Adoption of Resolution Acknowledging Stephanie Dumont for Being Selected for the Hayward Award for "Excellence in Education"
- 2. General Information and Reports
 - 2.00 Reports
 - a. Report from the Chancellor
 - b. Report from the Presidents
 - c. Reports from the Officers of Student Government Organizations
 - d. Reports from the Academic Senate Presidents
 - e. Reports from Employee Representative Groups
 - f. Reports from the Board of Trustees
 - g. Consideration of Association of Community College Trustees (ACCT) and
 California Community Colleges League (CCLC) Meetings and Conferences
 - h. Review of Board Meeting Dates
 - i. Opportunity for the Board to Review the Board Directives Log
 - j. Transfer Center/Articulation Plan for 2008-2009
 - k. Review of Scholarship and Awards Ceremonies and Commencement Exercises
 - Opportunity for Board of Trustees' Review and Discussion of Policy 010-2-5, General Rules For Meetings
 - m. Opportunity for Review of Proposed Policy 010-2-9, General Counsel
 - n. Opportunity for Board of Trustees' Review of the Colleges' Draft Accreditation Reports
- 2.01 Review of Buildings and Grounds Reports
- 3. Consent Calendar
 - 3.00 Consent Calendar
 - 3.01 CURRICULUM (None)

			·	
,				
			·	

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

Project/Activity: Visionary of the Year Awards Gala

Project/Activity: Emeritus Tea Party

3.03.02 Authorization for Special Projects - Golden West College

Project/Activity: Ocean View High School Business Academy Presentation

Project/Activity: Battle of the Bands Competition

Project/Activity: Battle of the Bands Winner Performance

Project/Activity: <u>Earth Day Activities</u>

Project/Activity: Peace Conference

Project/Activity: Movie Night

Project/Activity: Collaborative Career Fair - Golden West College and Santa Ana College

Project/Activity: Dating Game Show and Entertainment

Project/Activity: Student Council Election Food Event

Project/Activity: Diversity Week

Project/Activity: RHORC Support for St. Joseph Hospital Summer Health Professions

Project/Activity: Orange Coast Chapter CA Emergency Nurses Association (ENA) Certification Review Course

Project/Activity: Lab Night Taeko Drum Performance

Project/Activity: Chicano/Latino College Day

3.03.03 Authorization for Special Projects - Orange Coast College

Project/Activity: Spring 2009 Exhibition Receptions

Project/Activity: Boat Donation Deliveries and Meetings

Project/Activity: Santa Ana Army Air Base Reunion

Project/Activity: Alumni and Friends Association Half-Hour Silent Auction

Project/Activity: Belle of the Ball

Project/Activity: Meetings and Events

Project/Activity: Academic Senate for California Community Colleges Area D Regional Meeting

Project/Activity: 20th Annual Professional Development Day

Project/Activity: 21st Viet Olympiad Tournament

Project/Activity: Meetings and Workshops On and Off Campus

3.03.04 Authorization for Special Projects - District

Project/Activity: Business Officers Southern California Community Colleges (BOSCCC)

3.03.05 Authorization for Disposal of Surplus

3.03.06 Authorization to Enter Telecourse Agreements - Coastline Community College

3.03.07 Authorization to Apply for Funded Programs

3.03.08 Approval of Clinical Contracts - Orange Coast College

			•	

- 3.03.08 Approval of Clinical Contracts Golden West College
- 3.03.09 Sailing Program Orange Coast College
- 3.04 PERSONNEL ITEMS
- a. Authorization for Changes in Assignments, Academic Staff
- b. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- c. Authorization for Leaves of Absence
- d. Authorization for Schedule Changes, Classified Staff
- 3.05 ADDITIONAL PERSONNEL ITEMS
- 3.05.01 Authorization for Independent Contractors Coastline Community College
- 3.05.02 Authorization for Independent Contractors Orange Coast College
- 3.05.03 Authorization for Professional Development Program
- 3.05.04 Authorization for Staff Development Golden West 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
- 3.06.04 Authorization for Special Payments Orange Coast College
- 4. Action Items
 - 4.00 Action Items
 - 4.01 Approval of Agreements Coastline Community College
 - a. Approve Amended Development Services Agreement with Advance Academy and the Coast Community College District (Coastline Community College) to develop an International Nursing Transitional Training Program
 - 4.02 Approval of Agreements Golden West College
 - a. Approve Renew of the Non-Standard Agreement with Sallie Mae, Business Office Solutions for Tuition Pay and eDisbursements
 - 4.03 Approval of Agreements Orange Coast College
 - a. Approval of Independent Contractor Agreement between Coast Community College District (Orange Coast College) and Brailsford & Dunlevey Consultants to Perform a Campus Housing Feasibility Study
 - b. Approval of Non-Standard Agreement between Coast Community College District (Orange Coast College) and SARS Software Products, Inc.
 - 4.04 Approval of Agreements District
 - a. Approve Agreement with Milliman Consultants and Actuaries to Provide an Actuarial Attestation in Order for the Coast Community College District to Receive the Medicare Part D Employer Subsidy from the Centers for Medicare and Medicaid
 - Approve Agreement with Townsend Public Affairs (TPA) for District Legislative Advocacy and Public Relations Services
 - 4.05 General Items of Business Coastline
 - a. Approval of Exemption for District from Local City Zoning Requirements and Designation of District as "Lead Agency" for CEQA Purposes pertaining to Real Property at 1505-1515, 1527-1533 Monrovia Avenue, Newport Beach, CA.

- 4.06 General Items of Business District
- a. Authorization to Employ the Services of John Breihan, to Serve as Interim Associate Vice Chancellor
- 4.07 Buildings and Grounds
- a. Approve Agreement with Southland Industries; Golden West College Energy Upgrade
- 4.08 Resolutions
- 4.09 Policy Implementation
- a. Adoption of Student Representative, Board of Trustees Policy 010-2-14
- b. Adoption of Student Representative Selection Process
- 5. Public Comment (Items not on the Agenda)
 - 5.00 Public Comment
- 6. Adjournment
 - 6.00 Adjournment

	·		

		,	

1.02 Recess to Closed Session

Meeting:

02/18/2009 Regular Meeting

Category:

1. Procedural Matters

Agenda Type: Information

Public Access: Yes

Agenda Item Content (a)

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. Public Employment (pursuant to Section 54957(b)(1))

Faculty Special Assignments Substitute Faculty Full-time Faculty

a. Temporary Instructor, Biology

Part-time Faculty

Classified - Revision to Previous Board action

- a. Accounting Technician, Senior
- b. Instructional Systems Development Programmer
- c. Receptionist
- d. Staff Aide

Classified Temporary Assignments

Hourly

Substitute Classified

Student Employee

Professional Experts

2. Conference with Legal Counsel: Existing Litigation (pursuant to sub-section "a" of Section 54956.9)

Morganstern v. Orange Coast College et al., Orange County Superior Court Case No. 30-2008-00109222
Zandieh v. Coast Community College District, Orange County Superior Court Case No. 30-2008-00108991
Orellana v. Coast Community College District, Orange County Superior Court Case No. 30-2008-00114631
Lewis v. Coast Community College District et al., Orange County Superior Court Case No. 30-2008-00114263
Steidinger v. Coast Community College District, Orange County Superior Court Case No. 30-2008-00109197
Nguyen v. Coast Community College District (CFE Arbitration) (Arbitration No. 08-01)
Coast Federation of Educators v. Coast Community College District, PERB Case No. LA-CE-5056-E
Coast Federation of Educators v. Coast Community College District (Arbitration No. 08-02)
Kimball v. Golden West College, DFEH Case No. E-200809-K-1099-00

3. Public Employee Discipline/Dismissal/Release (pursuant to Section 54957)

Reconvene Regular Meeting at 6:30 p.m.

Additional Administrative Content

Action/Agenda Details

Motion:

		•

1.03 Reconvene Regular Meeting at 6:30 p.m.

Meeting:

02/18/2009 Regular Meeting

Category:

1. Procedural Matters

Agenda Type: Information

Public Access: Yes

Agendaltem Content

Additional Administrative Content

Greated on 02/06/2009 at 12:59 PM by Joci I Rodinguez. Least up dato on 02/10/2009 by Joci I Rodinguez.

Printed 02/11/2009

		·		
	· .			

1.04 Pledge of Allegiance

Meeting: 02/18/2009 Regular Meeting
Category: 1. Procedural Matters

Agenda Type: Information

Public Access: Yes

Agendaltem Content

The Pledge of Allegiance will be led by Trustee Howald

Additional Administrative Content

Greated on 02/08/2009 at 12:69 FM by dodf Rodfiguez: Last update on 02/10/2009 by Jodij Rodfiguez,

1.05 Public Comment (items on the Agenda)

Meeting:

02/18/2009 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. Public Comment regarding matters not on the Agenda will be taken at a later point in the Agenda. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the <u>Brown Act</u>. 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

Greaterion 02/06/2009 at 12/09/RM by Jodii Rodriguez, Lest updato on 02/10/2009 by Jodii Rodriguez,

·			
			•

1.06 Approval of Minutes

Meeting:

02/18/2009 Regular Meeting

Category:

1. Procedural Matters

Agenda Type: Information

Public Access: Yes

Agenda Item Content

Regular meeting of: February 4, 2009



Additional Administrative Content

Greated on 02/08/2009 at 12/89 P.M.by/Jodit Rochiguez, Lest update on 02/hi/2009 by Jane Burton.

	·	

Regular Meeting

Board of Trustees Coast Community College District

District Board Room

4:30 p.m. Closed Session 6:30 p.m. Regular Meeting

February 4, 2009

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on February 4, 2009 in the Board Room at the District Office.

1. PROCEDURAL MATTERS - 4:30 p.m. Meeting

1.00 Procedural Matters

a. Call to Order

Board President Jim Moreno called the meeting to order at 4:32 p.m.

b. Roll Call

Trustees Present: Mary Hornbuckle, Walter Howald, Jim Moreno, Jerry Patterson and Lorraine Prinsky.

Trustees Absent: Michael Battistone*

Student Trustee Battistone arrived at 6:30 p.m. for the re-convening of the Regular Meeting of the Board of Trustees.

c. Public Comment

There were no requests to speak during Public Comment.

1.01 Recess to Closed Session

The Board recessed to Closed Session to discuss the following items:

		•			
			·		
				·	
				·	
•					
·					

1. Conference with Labor Negotiator (pursuant to Section 54957.6 of the Government Code):

District's representative: Board President Jim Moreno Unrepresented employee: Vice-Chancellor, Human Resources

- 2. Public Employee Discipline/Dismissal/Release
- 3. Conference with Legal Counsel: Existing Litigation (pursuant to sub-section "a" of Section 54956.9)

Morganstern v. Orange Coast College et al., Orange County Superior Court Case No. 30-2008-00109222

Zandieh v. Coast Community College District, Orange County Superior Court Case No. 30-2008-00108991

Orellana v. Coast Community College District, Orange County Superior Court Case No. 30-2008-00114631

Lewis v. Coast Community College District et al., Orange County Superior Court Case No. 30-2008-00114263

Steidinger v. Coast Community College District, Orange County Superior Court Case No. 30-2008-00109197

Nguyen v. Coast Community College District (CFE Arbitration) (Arbitration No. 08-01)

Coast Federation of Educators v. Coast Community College District, PERB Case No. LA-CE-5056-E

Coast Federation of Educators v. Coast Community College District (Arbitration No. 08-02)

 Conference with Legal Counsel: Anticipated Litigation (pursuant to sub-section "b" of Section 54956.9)

Claim filed by Jessica Medina and Marco Medina

5. Conference with Real Property Negotiators (pursuant to Section 54956.8)

Property: 1527-1533 Monrovia Avenue, Newport Beach, CA

Agency Negotiators: Ding-Jo Currie, Ph.D., President, Coastline College

Patrick Strader, District Land Development Consultant

Toliver Morris, WM Commercial Real Estate

Negotiating Parties: Eric C. Smyth, Michael A. Hefner, VOIT Commercial Brokerage

Under Negotiation: Price and Terms

6. Conference with Real Property Negotiators (pursuant to Section 54956.8)

Properties: 1505 and 1515 Monrovia Avenue, Newport Beach, CA

Agency Negotiators: Ding-Jo Currie, Ph.D., President, Coastline College

Patrick Strader, District Land Development Consultant

Toliver Morris, WM Commercial Real Estate

Negotiating Parties: Kirstin Emershaw, Monrovia Avenue, LLC

Under Negotiation: Price and Terms

·		:	

7. Public Employment (pursuant to Section 54957(b) (1)

1.02 Reconvene Regular Meeting at 6:30 p.m.

The Board reconvened to Open Session of the Meeting at 6:30 p.m. to report on action taken during Closed Session.

It was reported by Christian Teeter, Manager of Board Operations/Assistant to the Chancellor, that it was moved by Dr. Prinsky and seconded by Mr. Patterson to approve all Public Employment appointments as listed on pages 8-30 of the Agenda. Mr. Teeter stated that a copy of the packet was available for public review, corresponding to Closed Session Item 7, sections A through F. Motion carried with the following vote: Aye – Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

It was also reported by Mr. Teeter that it was moved by Mr. Patterson and seconded by Dr. Prinsky that the claim filed by Jessica Medina and Marco Medina be denied. Motion carried with the following vote: Aye- Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

1.03 Pledge of Allegiance

Board Clerk Patterson led the Pledge of Allegiance to the United States of America.

1.04 Public Comment

There were no requests to address the Board during Public Comment at this time.

1.05 Approval of Minutes

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle to approve the Minutes of the Regular Meeting of January 21, 2009. Motion carried with the following vote: Aye – Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

1.06 Acceptance of Retirements

The Board expressed appreciation and congratulations to the following retiree with 10 or more years of service to the District.

Kay, Cherie S., GWC, Instructor, Physical Education, retirement effective 01/31/09.

It was moved by Mr. Patterson and seconded by Mr. Howald to accept this retirement. Motion carried with the following vote: Aye - Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

2. GENERAL INFORMATION AND REPORTS

2.00 Reports

a. Report from the Chancellor

Acting Chancellor Ding-Jo Currie provided a report to the Board.

b. Reports from the Presidents

The following college presidents provided brief reports to the Board:

Wes Bryan, President, Golden West College (GWC)
Ding-Jo Currie, President, Coastline Community College (CCC)
Bob Dees, President, Orange Coast College (OCC)

c. Reports from the Officers of Student Government Organizations

The following representatives provided reports on behalf of the student government organizations:

Kris Cutting, Student Senate, OCC David Lopez, President, ASGWC

d. Reports from the Academic Senate Presidents

The following Academic Senate Presidents provided brief reports to the Board:

Diane Restelli, Golden West College (GWC) Academic Senate President Eduardo Arismendi-Pardi, Orange Coast College (OCC) Academic Senate President Cheryl Stewart, Coastline Community College (CCC) Academic Senate President

e. Reports from Employee Representative Groups

Reports were presented by:

Dean Mancina, President, Coast Federation of Educators (CFE)
Barbara Price, President, Coast Community College Association/California Teachers
Association-National Education Association (CCA/CTA-NEA)
Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE)
presented a Resolution to Support the Formation of Student Health Center Advisory
Committee. A copy of the Resolution is attached as part of the public record.

f. Reports from the Board of Trustees

Board members provided individual reports.

Martha Parham. District Director, Public Affairs, Marketing and Government Relations, also spoke during this time regarding the Orange County Legislative Task Force.

G. Consideration of Association of Community College Trustees (ACCT) and California Community Colleges League (CCLC) Meetings and Conferences

The Board reviewed the meeting dates listed for the ACCT and CCLC.

			·	
			·	

h. Review of Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates presented in the February 4, 2009 Agenda.

i. Opportunity for the Board to Review the Board Directives Log

The Board reviewed the Board Directives Log.

j. Opportunity for Board of Trustees' Review and Discussion of Student Representative, Board of Trustees Policy 010-2-14

It was moved by Ms. Hornbuckle and seconded by Mr. Howald that staff return this item to the Action Section of the February 18, 2009 Agenda. Motion carried with the following vote: Aye – Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

k. Opportunity for Board of Trustees' Review and Discussion of Student Representative Selection Process

It was moved by Ms. Hornbuckle and seconded by Mr. Howald that staff return this item to the Action Section of the February 18, 2009 Agenda. Motion carried with the following vote: Aye – Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

Lynne Riddle, Student, Orange Coast College, spoke to the topic.

I. Opportunity for Board of Trustees' Review and Discussion of Policy 010-2-5, General Rules For Meetings

The Board President directed the Acting Chancellor, District General Counsel and the Secretary of the Board to review Policy 010-2-5 to incorporate Trustees' suggested changes, and return the policy to the Inform Section of the February 18, 2009 Agenda.

2.01 Review of the Coast Community College District External Auditor's Report, Fiscal Year 2007-2008

The Board reviewed the External Auditor's Report as presented in the February 4, 2009 Agenda.

2.02 Review of Internal Audit Report

The Board reviewed the Internal Audit Report as presented in the February 4, 2009 Agenda.

2.03 Review of Buildings and Grounds Reports

The Board reviewed the Buildings and Grounds Reports as presented in the February 4, 2009 Agenda.

		•	
		·	
· ·			

3.0 CONSENT CALENDAR

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle to approve the Consent Calendar in its entirety. (Note: The Consent Calendar is attached to the Meeting Minutes. All background reports were included with the February 4, 2009 Agenda and are available on request.)

Motion carried with the following vote: Aye - Ms. Hornbuckle, Mr. Howard, Mr. Patterson, Dr. Prinsky and President Moreno.

4.0 ACTION ITEMS

4.01 Authorization to Enter Agreements – Coastline Community College

None

4.02 Authorization to Enter Agreements – Golden West College

None

4.03 Authorization to Enter Agreement – Orange Coast College

a. Approval to Enter Into a Non-Standard Agreement between Coast Community College District and the SARS Software Products, Inc. for the Purpose of Meeting the Early Alert Requirements of the Title III Grant

At the request of the Acting Chancellor, Item 403a, Approval to Enter into a Non-Standard Agreement between Coast Community College District and the SARS Software Products, Inc. for the Purpose of Meeting the Early Alert Requirements of the Title III Grant, was pulled and will be continued to the February 18, 2009 Agenda.

4.04 Authorization to Enter Agreement – District

a. Approve Agreement with Vicenti, Lloyd & Stutzman LLP

It was moved by Mr. Patterson and seconded by Dr. Prinsky to approve the Agreement without compensation provisions. The Board directed staff to submit an Amendment to the Agreement which would be returned to the February 18, 2009 Meeting. Motion carried with the following vote: Aye — Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

4.05 Buildings and Grounds

a. Authorization to File Notice of Completion

It was moved by Ms. Hornbuckle and seconded by Mr. Howald that authorization be given to file the Notice of Completion 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.

GWC Energy Update: Refurbishment of Library Air Handlers/Replacement of Fan Coils.

Contractor: Southland Industries – Phase V Buildings: Student Center, Bookstore

Motion carried with the following vote: Aye – Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr.

Prinsky and President Moreno.

Bid Tabulations and Award of Contract: Orange Coast College Snack Bar Renovation; Bid No. 1956

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to reject all bids for the OCC Snack Bar Renovation, Bid No. 1956, due to bids being in excess of available funding.

Motion carried with the following vote: Aye – Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

Fiscal Impact: None

Approve Change Order No. 2; Golden West College Learning Resource Center; Bid No. 1963

It was moved by Ms. Hornbuckle and seconded by Mr. Howald that authorization be given for Change Order No. 2 to Golden West College Learning Resource Center as described in the Change Order document. The Board further authorized the President of the Board of Trustees, or designee, to sign the Change Order and any related documents.

These changes are necessary for the following reasons:

Category G - Glass & Glazing (Best Contracting Services, Inc.)

Credit for Deletion of Scope – Stainless Steel Place Closure <\$312,000>

Construction manager negotiated this value engineering for the deletion of the installation of a continuous 1/8" stainless steel plate closure and galvanized metal hat channels.

Contract Amount: \$2,548,000 (C.O. 2: 12% Decrease)

Total Change Orders: \$<\$251,962>

Motion carried with the following vote: Aye – Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

Fiscal Impact: <\$312,000> (Measure C – General Obligation Bond Fund)

Master Plan Approved Project GWC Health Science Building

		ı	

4.06 General Items of Business - District

a. Adoption of Accountability Reporting for Community Colleges

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to adopt the 2008 Accountability for Reporting for Community Colleges (ARCC) self-assessment reports for Coastline Community College, Golden West College and Orange Coast College Accountability Reporting for Community Colleges.

Motion carried with the following vote: Aye- Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

b. Authorization to Provide Life Insurance to Part-time Faculty in the CCA/CTA Bargaining Unit with More Than 3.0 LHE's But Less Than 7.5 LHE's

It was moved by Mr. Howald and seconded by Ms. Hornbuckle that the tentative agreement be ratified in order to provide life insurance to part-time faculty with more than 3.0 LHE's but less than 7.5 LHE's. The life insurance benefit is \$25,000 per employee and will be provided in the Fall and/or Spring semesters through ING Employee Benefits/Reliastar, to begin March 1, 2009.

Motion carried with the following vote: Aye- Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

Fiscal Impact: For 2009, the anticipated fiscal impact will be \$54,000.00 (from General Funds)

c. Authorization to Employ the Services of Townsend Public Affairs (TPA) for District Legislative Advocacy and Public Relations Services

At the request of the Acting Chancellor, this item was removed from this Agenda, and will be returned to the February 18, 2009 Agenda for discussion.

d. Authorization to Employ the Services of CultureSync for Consulting to the Board of Trustees

It was moved by President Moreno and seconded by Mr. Patterson that CultureSync be employed to provide consulting services to the Board, facilitating a retreat for the Board on February 28, 2009 and conducting any necessary advance preparations required in advance of the retreat day.

Motion carried with the following vote: Aye – Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

Fiscal Impact: \$7,000 for FY 2008-09

e. Authorization to Employ the Services of Cambridge West Partnership LLC

It was moved by Ms. Hornbuckle and seconded by Mr. Howald that Cambridge West Partnership LLC be employed for provision of the services of Joyce Black in the capacity of Interim Associate Vice Chancellor of Education Services, effective January 1, 2009 through January 31, 2009.

•			
	:		
		·	

Motion carried with the following vote: Aye - Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

Fiscal Impact: \$12,600 for the Month of January 2009.

4.07 Resolution

a. Adoption of Resolution #09-11 Expressing Support of the American Recovery and Reinvestment Act

It was moved by Mr. Patterson and seconded by Dr. Prinsky to adopt Resolution #09-11 expressing support of the American Recovery and Reinvestment Act as presented in the February 4, 2009 Agenda.

Motion carried with the following vote: Aye – Ms. Hornbuckle, Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

5.0 PUBLIC COMMENT

There were no requests from the public to address the Board.

6.0 ADJOURNMENT

There being no further business, it was moved by Mr. Patterson and seconded by Ms. Hornbuckle that the meeting be adjourned.

Motion carried with the following vote: Aye - Ms. Hornbuckle, Mr. Howald, Dr. Prinsky, Mr. Patterson and President Moreno.

The meeting was adjourned at 8:54 p.m.

•	Secretary of the Board	

	•			

1.07 Acceptance of Retirements

Meeting:

02/18/2009 Regular Meeting

Category:

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:

Faculty

Kryder, Nancy G., OCC, Instructor, English, Retirement effective 02/05/09.

Nancy Kryder, professor for Biological Sciences, is retiring after more than thirty-five years teaching at Orange Coast College. Nancy earned her Master's degree in Zoology and Chemistry at University of California at Los Angeles. She graduated sum cum laude from Arizona State University with a Bachelor of Science degree in Zoology, Psychology and Education. She also attended UC Irvine, Cal State Long Beach and Cal State Fullerton. Before joining the OCC family, Nancy was a graduate teaching assistant at UCLA and taught Microbiology at El Camino College. She led prepared natural childbirth classes and was a frequent guest lecturer for community groups and high schools. Nancy was a member of the American Society of Microbiology and served as Secretary for the OCC Academic Senate from 1977-78. In 1981, she was elected to a three-year term on the Board of Directors for the California Community and Junior College Association (CCJCA). Nancy has two grown children.

Additional Administrative Content

Action Agenda Details.

Motion:

@reated on 02/03/2009 at 12:69 PM by/@@@DHR: Lest update on 02/10/2009 by @@@DHR;

	·			
	·			
	•			
·		N.		

1.08 Resolutions

Meeting:

02/18/2009 Regular Meeting

Category: 1.

1. Procedural Matters

Agenda Type: Action Public Access: Yes

Agendalitem Content

a.

Coast Community College District Board of Trustees Resolution #09-13 Adoption of Resolution Acknowledging Stephanie Dumont for Being Selected for the Hayward Award for "Excellence in Education"

WHEREAS, Stephanie Dumont was appointed to a position of Full Time Counseling Faculty at Golden West College in 1999; and

WHEREAS, Stephanie Dumont served as the Academic Senate President of Golden West College from 2005-2008, and during that time demonstrated exemplary leadership by leading the revision of the Senate's bylaws, developing improvements in the recruitment processes for full-time faculty, and facilitating student scholarship and Teacher of the Year processes; and

WHEREAS, Stephanie Dumont has made significant contributions to students by participating in many statewide leadership functions, serving on the Systems Office Advisory Council on Curriculum, the State Chancellor's Advisory Counsel on Counseling, and numerous Academic Senate for California Community Colleges committees; and

WHEREAS, the Academic Senate of the California Community Colleges awards, annually, the Hayward Award for outstanding community college faculty with exemplary performance in professional activities and active participation on a college campus, in honor of former State Chancellor Gerald C. Hayward; and

WHEREAS, four recipients, each from different areas of California, are selected and honored annually at the March Board of Governors' meeting; and

WHEREAS, the Academic Senate of the California Community Colleges has awarded the 2009 Hayward award, Region D, to Stephanie Dumont, for her distinguished service to students, scholarship, and commitment to professional activities;

THEREFORE BE IT RESOLVED, that the Coast Community College District Board of Trustees, on this Eighteenth Day of February, Two Thousand and Nine, hereby recognizes Stephanie Dumont for receiving the Hayward Award and for her many outstanding contributions to Golden West College, its students, and the community she serves.

Additional Administrative Content

Greated on 02/05/2000 et 10:00 (AMby 000 DAdsve. Lestino date on 02/12/2000 by docilified it juez,

	•				
		,			

·		

	·	

2.00 Reports

Meeting: 02/18/2009 Regular Meeting
Category: 2. General Information and Reports

Agenda Type: Information Public Access: Yes

Agenda Item Content

General Information and Reports

(Reports shall be limited to five minutes per report)

- a. Report from the Chancellor
- b. Reports from the Presidents
- c. Reports from the Officers of Student Government Organizations
- d. Reports from the Academic Senate Presidents
- e. Reports from Employee Representative Groups
- f. Reports from the Board of Trustees
- g. Consideration of Association of Community College Trustees (ACCT) and California Community Colleges League (CCLC) Meetings and Conferences

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
April 26-28, 2009	Biloxi, MS	Governance Leadership Institute
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

h. Review of Board Meeting Dates

February 18, 2009	Third Wednesday	(Regular Meeting)
February 26, 2009	Fourth Thursday	(Special Meeting)
February 28, 2009	Fourth Saturday	(Special Meeting/Board Retreat)
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)

- i. Opportunity for the Board to Review the Board Directives Log (See Attachment 1)
- Transfer Center/Articulation Plan for 2008-2009

As required by the California Code of Regulations, a Transfer Center/Articulation Plan has been developed to meet Title 5 Section 51027 standards. (See Attachment # 4).

Orange Coast College Vision Statement and Mission Statement

As required by the Accrediting Commission for Junior and Community Colleges, the Orange Coast College Vision Statement and Mission Statement is listed below:

College Vision Statement

Orange Coast College will be the standard of excellence in transforming lives through education.

College Mission Statement

Orange Coast College is committed to student learning and personal improvement. We provide associate degrees, transfer preparation, certificates in career and technical education, as well as instruction in basic skills and English as a Second Language. The college serves the economic and workforce development needs of the local community and develops globally aware citizens.



Transfer Goals_2008-2009.pdf

k. Review of Scholarship and Awards Ceremonies and Commencement Exercises

Coastline Community College

Scholarship and Awards

Thursday, April 23, 2009 @ 6:00 p.m. Costa Mesa Neighborhood Community Center

Commencement

Saturday, May 16, 2009 @ 3:00 p.m. Westin South Coast Plaza Hotel

Golden West College

Scholarships and Awards Ceremony

Wednesday, May 13, 2009 @ 6:30 p.m. Golden West College Amphitheater

Commencement

Thursday, May 28, 2009 @ 6:00 p.m.

^{*}Tentative

	·	
		•

Golden West College Outdoor Central Quad

Orange Coast College

Scholarship Awards/Honors Night Wednesday, May 13, 2009 @ 5:00 p.m. Robert B. Moore Theatre

Commencement

Friday, May 29, 2009 @ 5:30 p.m.

Orange County Fair & Exposition Center - Pacific Amphitheater

 Opportunity for Board of Trustees' Review and Discussion of Proposed Chances to Policy 010-2-5, General Rules For Meetings

At the request of the President of the Board of Trustees and the Board Clerk, Trustees shall have the opportunity to discuss Policy 10-2-5, "General Rules For Meetings." Changes to the policy are noted by **bold** for additions and strikethrough for deletions. Based on Trustee review and input, this item will be returned the Action Section of the March 4, 2009 Agenda for adoption.

INTRODUCTION

(Board of Trustees)

010-2-5

Revised 09/03/86

Revised 07/01/87

Last Revised-02/19/03

Last Revised XX/XX/XXXX

GENERAL RULES FOR BOARD MEETINGS

The Board of Trustees of the Coast Community College District will hold Regular Meetings semi monthly with exception of January, June, July and December which will be monthly. In the months where the Board meets only once, meetings shall take place on the second Wednesday. For months in which the Board meets twice, Regular Meetings will be held on the first and third Wednesday, with Closed Session starting at 5:00 p.m., unless otherwise directed by the Board President, and open public session commencing -minimum of once per month. Regular Meetings will be held on the first-and-third Wednesday of the month, at 6:30 p.m., in the Board Room of the District Office. Exceptions will occur during the months of January, June, July, and August when the Board will hold one Regular Meeting on the third Wednesday. In December, the Board will hold one the Regular/Organizational Meeting on the second Wednesday of the month, unless otherwise directed by the Orange County Department of Education. The Board conducts Workshop Meetings in March, August and October. The March Workshop is devoted primarily to budget matters, and the August and October Workshops are open topic. The Board also dedicates the second Regular Meeting of each April to staff recognition activities. The Board shall also establish a date for an annual Retreat meeting. on a Wednesday to be determined in accordance with State law. All Board meeting agendas will be posted in compliance with applicable law, and will clearly state the date, time, and location of the meetings.

		•		
	·			
			•	

The President of the Board will preside at all meetings, with the Board functioning as a committee of the whole on all matters. In the absence of the President, the Vice President or other Board Member shall be designated to preside. The Board shall use Sturgis Rules to conduct meetings, unless otherwise determined by the Board.

Special Meetings may be called by the President of the Board or by-a request issued in writing, and signed by-a majority of members, stating the business to be transacted. Special meetings may be convened at any time with unanimous consent of the Board, with twenty-four hour notice in compliance with the provisions of the Ralph M. Brown Act. Written notice shall be given by the Secretary of the Board as provided by law. Twenty-four hours written notice shall be given by the Secretary of the Board. No business may be transacted in Special Meetings except that specified on the posted Agenda.

A topical agenda will be prepared by the Secretary of the Board of Trustees for each meeting, and will be posted on the bulletin board on the north side of the Administration Building of the Coast Community College District, 1370 Adams Avenue, Costa Mesa, CA 92626 in a public place at least seventy-two (72) hours prior to the start of each Regular Meeting, and at least twenty-four (24) hours prior to the start of each Special Meeting, unless as otherwise provided by law. specified in the Education Code. Board Agendas also shall be posted outside of each college's Administration Building.

The Board will take no action on any matter other than items on the written agenda or Board adopted-addendum to the agenda, except as otherwise permitted by law. The order of the agenda, as written-and presented, will be followed unless the Board President, with the consent of the Board, determines a need to alter the order.

A majority of the Board of Trustees of the District shall constitute a quorum for the transaction of all business, and a majority of the entire membership of the Board shall be necessary to take action on any motion. All votes of the Board of Trustees-shall be public. (See Attachment # 10)

Education Code 72120 72000, 72121 Government Code Section 54954.2 Roberts Rules of Order, (S.C. Robert, ed. 1981)

m. Opportunity for Review of Proposed Policy 010-2-9, General Counsel

At this time, Trustees shall have the opportunity to review proposed Policy 10-2-9, General Counsel. Based on Trustee review and input, this item will be returned to the Action Section of the March 4, 2009 Agenda, for adoption.

INTRODUCTION (Board of Trustees) 010-2-19

GENERAL COUNSEL

The General Counsel serves as the District's chief legal officer and is responsible for oversight of all legal activities involving the District.

The General Counsel provides legal services to the District, at the request of members of the Board of Trustees and of the administration, including legal advice, research, training, and opinions to the Board of Trustees and the administration. The General Counsel works closely with the Chancellor, and other administrators designated by the

			•

Chancellor, and reports directly to the Board of Trustees.

The General Counsel generally consults regularly and cooperatively with the Chancellor.

The General Counsel is responsible for the oversight of all litigation involving the District, including hearings and arbitrations, and, working directly with the District's Risk Services Manager, recommends the engagement of, and supervises the work of, outside law firms, taking into consideration both the nature of the services they can provide and the fees that they charge. The General Counsel works to insure that legal services are provided in a manner that serves the District's best interests.

The General Counsel regularly reports to the Board of Trustees regarding legal activities at the District.

The General Counsel:

Provides legal advice to the Board and the administration regarding the preparation of board agendas and minutes.

Provides legal advice on compliance with the Brown Act.

Provides legal advice on responding to requests under the Public Records Act.

Provides legal review of all legal documents and contracts throughout the District prior to consideration by the Board.

At the request of the Board President, provides legal advice and direction to the Board of Trustees during open sessions and closed sessions of Board meetings.

Provides legal support regarding labor and employment matters, including interpretation of applicable laws and regulations, interpretation and negotiation of collective bargaining agreements, discrimination complaints, and grievances.

Provides legal assistance in the interpretation of and compliance with the *Education Code*, Title 5 of the *California Code of Regulations*, and other laws applicable to the District.

Provides legal advice regarding the review, development, preparation, and implementation of Board policies, resolutions, procedures, and other District directives or guidelines.

Provides legal support regarding issues pertaining to participatory decision-making, student affairs, accreditation, bonds, and student discipline.

n. Opportunity for Board of Trustees' Review of the Colleges' Draft Accreditation Reports

At the February 2, 2009 meeting of the Board of Trustees' Accreditation Committee, Chair Hornbuckle and Vice Chair Prinsky requested that the College Presidents provide a draft of their Accreditation Reports for review by the full Board of Trustees at the February 18, 2009 Regular Meeting, in advance of the March 1, 2009 deadline for submission of the reports to the Accrediting Commission for Community and Junior Colleges. At this time, Trustees shall have the opportunity to review the draft Accreditation Reports and receive oral updates from each college on their status.

Coastline College (See Attachment # 11)
Golden West College (See Attachment #12)
Orange Coast College (See Attachment #13)

Additional Administrative Content

•		

Action Agenda Details		
Motion:		

Created on Yesterday, at 12:03/PM by Jodi Rodriguez, Lastiupdate on 02/12/2009 by Jodi Rodriguez,

	•		
	·		
		,	
			·-

2.01 Review of Buildings and Grounds Reports

Meeting: 02/18/2009 Regular Meeting
Category: 2. General Information and Reports

Agenda Type: Information Public Access: Yes

Agenda (tem Content)

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

Architects: City Lights Design/BFA

Construction Start: March 2008/Estimated Completion: May 2009

Funding Souce: Measure C General Obligation Bond

Project Status: Project is underconstruction with estimated completion date of May 2009.

Orange Coast College Child Care Afterschool Classroom

Architect: Taylor Architects

Construction Start: December 2008/Estimated Completion: August 2009

Funding Source: OCC Foundation

Project Status: This project has just started construction and is on schedule.

OCC Softball Field

Architect: tBP Architecture

Bid Process: February/April 2009 Construction Start: Est. April 2009

Funding Source: Measure C Obligation Bond

Orange Coast College New Consumer Health & Science Lab Building

Archtect: 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: The OCC ABC Building has DSA approved drawings but the approval process by the State Chancellor's Office has been delayed. District Facilities has submitted the construction bid documents to the State for approval. Once approved by the State the project should be by April 2009.

Golden West College Learning Resource Center

Architect: Steinberg Group (Construction Manager: URS)

DSA Approval: March 2008

Construction Schedule: Started July 2008/Est. Completion: June 2010

Funding Source: Measure C General Obligation Bond

Status: All contractors have been mobilized, submitted their submittal schedules and baseline schedules and Phase I and II have started construction. Phase IV (final phase) contractors have received contract documents. The project is currently on schedule.

Golden West College Energy Project

ESCO Company: Southland Industries

Construction: January 2007 Est. Completion: **May 2009**

Funding Source: Measure C General Obligation Bond

	·	u.			

Status: Southland Industries has finished with the retrofit of the Group 5 and buildings and construction on Group 6 has begun. This project is scheduled to be completed earlier than the original contract due to the hard work of Southland Industries. Project is now scheduled to be complete in Spring 2009.

Additional Administrative Content

ereatedica/0/Vits/2009/atti03(09)PMIby/ee@bBGi. Lussi update/cni02/f0/2009/by/dodfiRodfiguerz.

		-	
	•		

Accenda litem

3.00 Consent Calendar

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information Public Access: Yes

Agenda (tem Content)

CONSENT CALENDAR

(Yellow Pages)

Items on the Consent Calendar may be adopted by a single motion of the Board of Trustees.

To have an item considered separately a request must be made prior to the adoption of the motion to approve the Consent Calendar

Additional Administrative Content

Created on 01/15/2009 at 03:09 PM by Raine Klambly. Lest update on 02/10/2009 by 460 IRod riguez.

3.01 CURRICULUM (None)

Additional Administrative Content

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar

Public Access: Yes

Agenda Type: Information

Agenda Item Content

Oreatedion/01/15/2009/at 03:09/PM by/Raine Hambly. (Lasting date on 02/11/2009 by Jodi (Rodriguez, 14)

V		
	•	

3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information Public Access: Yes

Agenda item Content

a. Authorization for Attendance at Meetings and/or Conferences

(1) Meetings for the Board of Trustees

Conrad J Moreno, Board Member (CCCD), to attend the Community College League of California Advisory Committee on Education Services (ACES) Meeting, May 6, 2009, Ontario, CA, without loss of salary, with reimbursement for actual expenses, to be paid from District Conference funds.

(2) Meetings for Faculty and Staff

Jeff Arthur, Adm Dir Dist Inf Svc (CCCD), to attend the SunGard Summit Conference 2009, March 21 - 25, 2009, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$2,800, including a registration fee of \$900, travel by Air Coach, rental car and insurance, to be paid from Mgmt Conf - Admin Services funds.

Mary Avalos, Staff Assistant (GWC), to attend the 2009 Asilomar Leadership Skills Seminar, March 3-6, 2009, Pacific Grove, CA, without loss of salary, with no reimbursement authorized from District funds.

William B Avery, Dir Of Marine Prgrms (OCC), to attend the Newport Cabo San Lucas Race, March 7 - 13, 2009, Cabo San Lucas, , Mexico without loss of salary, with reimbursement for allowable expenses of \$700, to be paid from Sailing Center funds.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the Western Regional Honors Council Conference, March 5 - 7, 2009, Spokane, WA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$175, travel by Air Coach, to be paid from ASOCC funds.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the UCLA/TAP Spring Conference, April 24, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from ASOCC funds.

Rozanne M Capoccia-White, Cont Mil Ed Prog Ops Asst Mgr (CCC), to attend the SunGard Higher Education Summit 2009, March 21-25, 2009, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$2,900, including a registration fee of \$900, travel by Air Coach, rental car and insurance, to be paid from Voyager Conference funds.

Warren S Carter, Instructor (GWC), to attend the Vocational Education Leadership - Academic Senate, March 12 - 14, 2009, Universal City, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to district/campus.

Sarah N Coffey, Dir Cmmnty & Spc Svc (GWC), to attend the California Swap Meet Association Semi-Annual Meeting and National Flea Market Association, February 24-26, 2009, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,226, including a registration fee of \$595, travel by Air Coach, to be paid from CCCD Enterprise funds.

Crystal D Crane, Dir Of Personni Svcs (GWC), to attend the SunGard Higher Education Summit 2009, March 21 - 25, 2009, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$2,900, including a registration fee of \$900, travel by Air Coach, rental car and insurance, to be paid

from Voyager Conference funds.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the Texas Distance Learning Association Conference 2009, April 6-8, 2009, Corpus Christi, TX, without loss of salary, with reimbursement for allowable expenses of \$1,100, including travel by Air Coach, to be paid from ISD Ancillary Marketing funds.

Lynn M Dahnke, Telecrs Marketing Dir (CCC), to attend the League for Innovation 2009, March 14-21, 2009, Reno, NV, without loss of salary, with reimbursement for allowable expenses of \$1,400, including travel by Air Coach, to be paid from ISD Ancillary Marketing funds, includes two personal days.

Robert V Dees, President (OCC), to attend the Association of California Community College Administrators 2009 Annual Conference, February 19 - 20, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$775, including a registration fee of \$475, to be paid from President's College Conference funds.

Joan L Deniken, Lab Inst Ast Nurse (GWC), to attend the California Institute for Nursing & Health Care: The Annual Magic in Teaching & Clinical Simulation Conference, March 12, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$200, including a registration fee of \$175, to be paid from Grant funds.

Shirley A Donnelly, Admin Dir Stdt Serv (GWC), to attend the SunGard Higher Education Summit 2009, March 21 - 25, 2009, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$2,900, including a registration fee of \$900, travel by Air Coach, rental car and insurance, to be paid from Voyager Conference funds.

Wanda N Doty, Dst Acct Pay/Bgt Mgr (CCCD), to attend the SunGard Summit Conference 2009, March 21 - 27, 2009, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$2,650, including a registration fee of \$900, travel by Air Coach, rental car and insurance, to be paid from CDMA Professional Development Funds, General funds (CWE).

Jane E Duncan, Special Proj Superv (CCC), to attend the Work Incentive Planning Assistance/Disability Program Navigator/Governor's Committee on Employment of People with Disabilities Quarterly Meeting, March 3-4, 2009, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Albert M Gasparian, Dean (GWC), to attend the California Community College Athletic Association, March 30-April 3, 2009, Ontario, CA, without loss of salary, with no reimbursement authorized from District funds, no Cost to District/Campus.

Anna M Greenwald, Staff Assistant (GWC), to attend the KinderCaminata 17th Annual Awards Dinner, February 25, 2009, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$200, including a registration fee of \$200, to be paid from Outreach funds.

Raine L Hambly, Educ & Grant Serv Coordinator (CCCD), to attend the California Community College Association for Occupational Ed Spring 2009 Conference & Executive Board Meeting, March 9 - 13, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2,900, including a registration fee of \$500, travel by Air Coach, rental car and insurance, to be paid from VTEA 1C Grant Funds. To attend the CCCAOE Executive Board Meeting and to obtain resources and statewide updates from the Chancellor's Office on CTE & Economic Development Funding.

Raine L Hambly, Educ & Grant Serv Coordinator (CCCD), to attend the Leadership Institute: Maximize Leadership Effectiveness Through Strengths, April 22-24, 2009, Lake Arrowhead, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency. To meet the current specific leadership skills & development needs of Career Technical Ed & Economic & Workforce Staff.

Darren E Hostetter, Hourly Instructor (GWC), to attend the College Art Association Annual Conference 2009, February 25 and 27, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$270, including a registration fee of \$270, to be paid from IPD AFT funds.

Danny C Jones, Administrative Dean (CCC), to attend the Instructional Technology Board Meeting and eLearning 2009, February 20-24, 2009, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$1,166, including travel by Air Coach, to be paid from ISD Development Travel Expense funds AUX.

Danny C Jones, Administrative Dean (CCC), to attend the Texas Distance Learning Association Conference 2009, April 6-8, 2009, Corpus Christi, TX, without loss of salary, with reimbursement for allowable expenses of \$1,100, including travel by Air Coach, to be paid from ISD Development Travel Expense funds AUX.

Rita M Jones, Counselor (OCC), to attend the Academic Senate Counseling & Library Faculty Institute, February 20 - 21, 2009, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Work Based Learning Grant funds.

Richard B Kudlik, Dir Of Intrnl Ad Svc (CCCD), to attend the Community College Internal Auditors 2009 Spring Conference, April 29 - May 1, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$85, travel by Air Coach, to be paid from Internal Audit Mgmt Conference funds to learn about critical issues affecting internal auditors.

Carla R Martinez, Student Serv Coord (OCC), to attend the Southern California "We Are the Key!" Community College Rally, February 27, 2009, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from ASOCC funds.

Carla R Martinez, Student Serv Coord (OCC), to attend the California Community Colleges "March in March" Student Rally, March 15 - 16, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including travel by Air Coach, to be paid from ASOCC funds.

Jane D McLaughlin, Allied HIth Pgm Asst (OCC), to attend the The 13th Annual Healthcare Educator Institute, April 20 - 22, 2009, Santa Ana, CA, without loss of salary, with reimbursement for allowable expenses of \$30, to be paid from Office of Instruction Conference funds.

Lois M Miller, Vice President (GWC), to attend the Association of California Community College Administrators 2009 Annual Conference, February 19, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$350, including a registration fee of \$225, to be paid from District General funds.

Michael G Morvice, Hrly/Temp Skill (OCC), to attend the Southern California "We Are the Key!" Community College Rally, February 27, 2009, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from ASOCC funds.

Michael G Morvice, Hrly/Temp Skill (OCC), to attend the University Leadership Conference, March 7, 2009, Fullerton, CA, without loss of salary, with reimbursement for allowable expenses of \$75, including a registration fee of \$25, to be paid from ASOCC funds.

Kathryn L Mueller, Dean (OCC), to attend the Campus Terrorism Intelligence SWAT Tactics and Firefighter Rescue Conference, April 20, 2009, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$60, including a registration fee of \$60, to be paid from Dean's Discretionary fund.

Joy L Myers, Coordinator (OCC), to attend the the 13th Annual Healthcare Educator Institute, April 20 - 22, 2009, Santa Ana, CA, without loss of salary, with no reimbursement authorized from District funds, to

-					
	4				
				·	

be paid from Personal gunds.

Babak Ostovarpour, Sys/Netwrk Anlst (CCCD), to attend the SunGard Summit Conference 2009, March 21 - 25, 2009, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$2,800, including a registration fee of \$900, travel by Air Coach, rental car and insurance, to be paid from Distict Conference funds.

Martha M Parham, Dist Dir Mark & Pub (CCCD), to attend the State Chancellor's Advocacy Day, March 3, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$350, including travel by Air Coach, to be paid from Management Conference Funds - Public Information Office funds.

Glen A Profeta, Dir Web Services (OCC), to attend the California Community Colleges Chief Information Systems Officers Association Annual Conference, April 26 -29, 2009, Lake Tahoe, CA, without loss of salary, with reimbursement for allowable expenses of \$1,575, including a registration fee of \$692, travel by Air Coach, rental car and insurance, to be paid from Web Services Management Conference funds.

Bonita L Roohk, Dean (GWC), to attend the Northwest Center for Sustainable Resources 2009 Committee Meeting, April 3 - 4, 2009, Portland, OR, without loss of salary, with no reimbursement authorized from District funds, no cost to district/campus.

Lloyd E Saposnek, Hrly/Temp Tech (CCC), to attend the Orange County/Los Angeles County Transition Summit, April 28, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$20, to be paid from North Disadvantaged Adult funds.

Mette H Segerblom, Sailing Program Cord (OCC), to attend the Spring Aquatic Center Directors Conference, March 3 - 4, 2009, Vallejo, CA, without loss of salary, with reimbursement for allowable expenses of \$690, including a registration fee of \$50, travel by Air Coach, rental car and insurance, to be paid from Sailing Center.

Cheryl C Stewart, Librarian (CCC), to attend the Academic Senate for California Community Colleges Plenary Spring Session 2009, April 16-18, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,060, including a registration fee of \$325, travel by Air Coach, to be paid from Senate Conference funds. The reason for this revision is to increase the registration reimbursement amount.

Daniela A Thompson, Dir, Campus Budgt & Fin Ops (OCC), to attend the SunGard Summit 2009, March 21 - 26, 2009, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$2,650, including a registration fee of \$1,020, travel by Air Coach, to be paid from Ancillary funds, attendee is sharing lodging costs with Wanda Doty.

David L Thompson, Dir., eLearning Research & Dev (CCC), to attend the SunGard Higher Education Summit 2009, March 21 - 25, 2009, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$2,900, including a registration fee of \$900, travel by Air Coach, rental car and insurance, to be paid from Voyager Conference funds.

Valerie A Venegas, Dir Of Studnt Actvts (GWC), to attend the District Student Council Lobby Day, April 21, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including travel by Air Coach to be paid from Associated Students funds.

Valerie A Venegas, Dir Of Studnt Actvts (GWC), to attend the Student Senate General Assembly, May 1 - 3, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$195, to be paid from Associated Students funds.

Valerie A Venegas, Dir Of Studnt Actvts (GWC), to attend the We are the Key! Rally for Community College Funding, February 27, 2009, Pasadena, CA, without loss of salary, with reimbursement for

		•		
		•		

allowable expenses of \$200, to be paid from Associated Students funds.

Valerie A Venegas, Dir Of Studnt Actvts (GWC), to attend the March in March, Rescue Education, March 15 - 16, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Associated Students funds.

Max Vorathavorn, Applic Systems Analyst Program (CCCD), to attend the SunGard Summit Conference 2009, March 21 - 25, 2009, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$2,900, including a registration fee of \$1,020, travel by Air Coach, rental car and insurance, to be paid from Distict Conference funds.

Jutaporn Wareham, Applic Sys Anly/Prg (CCCD), to attend the SunGard Summit Conference 2009, March 21 - 25, 2009, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$2,800, including a registration fee of \$900, travel by Air Coach, rental car and insurance, to be paid from Distict Conference funds.

Sandra M Whiteside, Informatn Sys Tch Sr (OCC), to attend the California Community Colleges Chief Information Systems Officers Association Annual Conference, April 26 -29, 2009, Lake Tahoe, CA, without loss of salary, with reimbursement for allowable expenses of \$1,575, including a registration fee of \$692, travel by Air Coach, rental car and insurance, to be paid from IT Management Conference funds.

Tracy C Young, Int Audit Asst Sr (CCCD), to attend the Community College Internal Auditors 2009 Spring Conference, April 29 - May 1, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$85, travel by Air Coach, to be paid from Internal Audit CFCE Conference Funds, to learn about audit updates and issues affecting community colleges.

Additional/Administrative Content

Greated on OV/16/2009 of OSCOPAN by Jano Burton. Lest up date on O2/11/2009 by Jano Burton.

·	

Agendaltem

3.02.01 Authorization for Student Trips - Coastline Community College

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Public Access: Yes

Agenda Item Content It is requested that the following student trips be approved. The list of participating students, advisors, and any waiver forms will be on file in the appropriate office prior to the trip.

Conference/Activity: Bowers Museum

Location: Santa Ana

Dates: Tuesday, March 3, 2009 and Thursday, March 5, 2009

Department: Emeritus Art Department Transportation: District transportation

Conference/Activity: Laguna Beach Museum of Art

Location: Laguna Beach

Dates: Tuesday, March 24, 2009 Department: Art Department Transportation: Private vehicles

Conference/Activity: Orange County Museum of Art

Location: San Clemente

Dates: Wednesday, March 4, 2009 Department: Art Department Transportation: Private vehicles

Conference/Activity: J. Paul Getty Center

Location: Los Angeles

Dates: Saturday, February 28, 2009

Department: Art Department

Transportation: District transportation

Conference/Activity: We Are the Key Community College Rally

Location: Pasadena City College Dates: Friday, February 27, 2009 Department: Student Advisory Council

Cost/purpose/funding source: NTE \$250; SAC funds

Transportation: District transportation

Additional Administrative Content

Action Agenda Details

Motion:

Greatedlon/01//15/2009 at 03:09 PM by Laurie Swancutt- Last update on 02/10/2009 by Laurie Swancutt-

·				
	•	•		
	•		·	
				•

3.02.02 Authorization for Student Trips - Golden West College

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar

· "我们,我们就是一个人的。"

Agenda Type: Action Public Access: Yes

Agenda Item Content

It is requested that the following student trips be approved. The list of participating students, advisors, and any waiver forms will be on file in the appropriate office prior to the trip.

Conference/Activity: District Student Council Lobby Day

Location: Sacramento, CA Dates: April 21, 2009

Department: Associated Students of Golden West College (ASGWC)

Cost/purpose/funding source: \$1,500 for travel and food paid from ASGWC funds.

Conference/Activity: Student Senate General Assembly Spring 2009

Location: San Diego, CA Dates: May 1-3, 2009

Department: Associated Students of Golden West College (ASGWC)

Cost/purpose/funding source: \$2,000 for registration, District transportation, food, and lodging paid from

ASGWC funds.

Conference/Activity: ASGWC Banquet

Location: Fountain Valley, CA

Dates: May 29, 2009

Department: Student Activities

Cost/purpose/funding source: \$2,000 for food and awards paid from ASGWC funds.

It is requested that the following student trips be approved. The list of participating students, advisors, and

any waiver forms will be on file in the appropriate office prior to the trip.

Conference/Activity: Statewide Student Senate Fall General Assembly

Location: San Jose, CA Dates: October 24-26, 2008 Department: Student Services

Cost/purpose/funding source: Bi-annual Statewide Student Genral Assembly where student leaders come together to work on community college issues and develop resolutions that will be submitted to the BOG. Cost: NTE \$1,550 for air coach, registration, food and lodging to be paid from Associated Students of GWC funds.

This is a revision to prior Board action of 9/3/08 to change cost from \$1,000 to \$1,550 to cover higher than expected flight costs.

Additional Administrative Content

Action Agenda Details (3) Action Agenda Details

Motion:

Gentadon 01/16/2000 (10800) PM by Gristinia Irvin. Lastinistation 02/10/2000 by Christinia Irvin.

·				
•		~		

Accenda Item

3.02.03 Authorization for Student Trips - Orange Coast College

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

It is requested that the following student trips be approved. The list of participating students, advisors, and any waiver forms will be on file in the appropriate office prior to the trip.

Conference/Activity: California Community Colleges "March in March"

Location: Sacramento, CA Date: March 15-16, 2009

Department: Associated Students of OCC (ASOCC)

Cost/Purpose/Funding Source: NTE \$3,500 for lodging, meals, chartered bus, and supplies to be paid

from ASOCC funds

Transportation: Chartered Bus

Conference/Activity: Circle K District Convention

Location: Woodland Hills, CA Date: March 27-29, 2009 Department: Circle K Club

Cost/Purpose/Funding Source: Funding NTE \$1,500 from club accounts, personal funds, and Kiwanis

Club

Transportation: Personal Vehicles

Conference/Activity: Cal State Fullerton University Leadership Conference

Location: Fullerton, CA Date: March 7, 2009

Department: Associated Students of OCC (ASOCC)

Cost/Purpose/Funding Source: NTE \$300 for registration fees from ASOCC funds

Transportation: Personal Vehicles

Conference/Activity: National Youth Leadership Conference "Powershift"

Location: Washington, D.C. Date: February 27-March 2, 2009 Department: OCC Sierra Club

Cost/Purpose/Funding Source: NTE \$3,000 from club funds, OCC Student Government, and Foundation

funds; NTE \$3,000 from Energy Action Coalition scholarship

Transportation: Air

Additional Administrative Content

Greated on 01/15/2009 at 103(09) PM by Lymnanne Minton. (Last update on 02/10/2009 by Jodi Rochiquez,

3.03 GENERAL ITEMS

Additional Administrative Content

Meeting:

02/18/2009 Regular Meeting 3. Consent Calendar

Category:

Agenda Type: Information

Public Access: Yes

Agendallem Content

Greated on 01/45/2009 at 03:09 PM by Jodii Rodriguez: Less (update on 02/10/2009 by Jodii Rodriguez:

		,	

3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 02/18/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

Project/Activity: <u>Visionary of the Year Awards Gala</u>
Date: Saturday, May 30, 2009; 5:30 – 11:00 p.m.
Location: Westin South Coast Plaza Hotel, Costa Mesa

Department: Foundation Purpose: Fundraiser

Cost/purpose/funding source: NTE \$60,000; Proceeds raised from event (Revision is to change date of event. Prior Board Approval: 6/18/08)

Project/Activity: <u>Emeritus Tea Party</u> Date: Friday, March 6, 2009; noon – 2 p.m.

Location: Le-Jao Center Department: Foundation

Purpose: Emeritus student appreciation

Cost/purpose/funding source: NTE \$2,500; Foundation funds

Additional Administrative Content

Greated on 01/16/2009 et 103:09/RM by Laurio Swaneutt. [Last trip dato on 102/10/2009 by Laurio Swaneutt.

•		
		·

3.03.02 Authorization for Special Projects - Golden West College

Meetina:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

Agenda Item Content

Project/Activity: Ocean View High School Business Academy Presentation

Date: March 6, 2009 Department: Outreach

Purpose: High School Outreach

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

Project/Activity: Battle of the Bands Competition

Date: April 23, 2009

Department: Student Activities

Purpose: Involve students and local bands in competition on campus.

Cost/purpose/funding source: \$500 for food/refreshments, facility rental and entertainment to be paid

from Student Activities funds.

Project/Activity: Battle of the Bands Winner Performance

Date: April 30, 2009

Department: Student Activities

Purpose: Winner from the competition will play on campus for an afternoon concert.

Cost/purpose/funding source: \$500 for food/refreshments, facility rental and entertainment to be paid

from Student Activities funds.

Project/Activity: Earth Day Activities

Date: April 22, 2009

Department: Student Activities

Purpose: Encourage students to get involved and be aware of environmental issues.

Cost/purpose/funding source: \$500 for food/refreshments, facility rental and entertainment to be paid

from Student Activities funds.

Project/Activity: Peace Conference

Date: April 17, 2009

Department: Student Activities

Purpose: Educate staff, students and community on the opportunity for peace within themselves and in

Cost/purpose/funding source: \$4,000 for food/refreshments, supplies, facility rental and entertainment to

be paid from club funds and Associated Students funds.

Project/Activity: Movie Night

Date: May 7, 2009

Department: Student Activities

Purpose: Open movie for students and staff in the central quad.

Cost/purpose/funding source: \$500 for food/refreshments and rental of movie to be paid from Associated

Students funds.

Project/Activity: Collaborative Career Fair - Golden West College and Santa Ana College

Date: January 30, 2009

Department: GWC Nursing Student Association (GWCNSA) Purpose: Provide opportunity to students for possible employment

Cost/purpose/funding source: \$600 for food/refreshments to be paid from GWCNSA funds.

Project/Activity: Dating Game Show and Entertainment

-		
		·

Date: February 12, 2009 Department: Student Activities

Purpose: Pre-Valentine's Day event for students.

Cost/purpose/funding source: \$500 for food/refreshments and entertainment to be paid from Associated

Students funds.

Project/Activity: Student Council Election Food Event

Date: April 8, 2009

Department: Student Activities

Purpose: An event to encourage the student body to vote in the election.

Cost/purpose/funding source: \$700 for food/refreshments and entertainment to be paid from GWC

Associated Students funds.

Project/Activity: <u>Diversity Week</u>

Date: April 13-17, 2009

Department: Student Activities

Purpose: A cultural event to help provide diversity awareness to the student body.

Cost/purpose/funding source: \$3,000 for food/refreshments, supplies and entertainment/speakers to be

paid from Associated Students funds.

Project/Activity: RHORC Support for St. Joseph Hospital Summer Health Professions Academy 2009

Date: July 20-24, 2009

Department: Regional Health Occupations Resource Center (RHORC)

Purpose: Provide week-long program for high school students as introduction to health careers.

Cost/purpose/funding source: \$3,000 for food/refreshments and supplies to be paid from RHORC Trust.

Project/Activity: Orange Coast Chapter CA Emergency Nurses Association (ENA) Certification Review

Course

Date: Spring, 2009

Department: Regional Health Occupations Resource Center (RHORC)

Purpose: Provide funding to Orange Coast Chapter ENA for Certified Emergency Nursing Review

Course.

Cost/purpose/funding source: \$3,000 for food/refreshments, supplies, facility rental and printing to be paid

from RHORC Grant.

Project/Activity: Lab Night Taeko Drum Performance

Date: March 7, 2009

Department: Nursing Student Association

Purpose: Opportunity for families to visit the Nursing Program.

Cost/purpose/funding source: \$1,000 for food; from GWC Nursing Student Association funds.

Project/Activity: Chicano/Latino College Day

Date: May 8, 2009 Department: Outreach

Purpose: Recruit Hispanic/Latino students to attend college

Cost/purpose/funding source: NTE \$11,700 for food/refreshments, supplies, and printing from General

Funds.

Revision to Previous Board Action of 1/21/09 to change the date from April 24, 2009 to May 8, 2009.

Additional Administrative Content

Greated on 01/45/2009 at 03:18 PM by Christinia Irvin: Last update on 02/10/2009 by Christinia Irvin.

3.03.03 Authorization for Special Projects - Orange Coast College

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content
Project/Activity: Spring 2009 Exhibition Receptions

Date: February 27, 2009, March 26, April 10, and May 14, 2009 Department: Frank M. Doyle Arts Pavilion/Visual and Performing Arts

Purpose: Artist's reception and mixer to celebrate exhibition; approximately 500-700 guests expected for

each event; wine will be served at the February 27, 2009 event.

Cost/Purpose/Funding Source: NTE \$1,000 from Foundation funds for each event

Project/Activity: Boat Donation Deliveries and Meetings

Date: February 19-June 30, 2009

Department: Foundation

Purpose: Meet with donors regarding prospective donations and delivery of vessels

Cost/Purpose/Funding Source: NTE \$5,000 from Foundation funds

Project/Activity: Santa Ana Army Air Base Reunion

Date: April 6, 2009 Department: Foundation

Purpose: Luncheon honoring Santa Ana Army Air Base personnel

Cost/Purpose/Funding Source: NTE \$5,000 from Foundation funds and event proceeds

Project/Activity: Alumni and Friends Association Half-Hour Silent Auction

Date: March 5, 2009 Department: Foundation

Purpose: Raise funds for alumni scholarships

Cost/Purpose/Funding Source: NTE \$500 from Foundation funds

Project/Activity: Belle of the Ball

Date: March 21, 2009 Department: Foundation

Purpose: Community outreach with Girls, Inc., Orangewood Children's Foundation, and Women Helping

Women

Cost/Purpose/Funding Source: NTE \$500 from Foundation funds

Project/Activity: Meetings and Events
Date: 2008-2009 Academic Year
Department: Academic Senate

Purpose: Food, room rental, supplies, and related expenses

Cost/Purpose/Funding Source: Expenses dependent on number of participants to be paid from Academic

Senate funds

Project/Activity: Academic Senate for California Community Colleges Area "D" Regional Meeting

Date: March 28, 2009

Department: Academic Senate

Purpose: Host approximately 40 attendees

Cost/Purpose/Funding Source: Expenses NTE \$1,000 to include food, supplies, and related expenses;

NTE \$500 from President's Office; remainder to be paid by Academic Senate funds

Project/Activity: 20th Annual Professional Development Day

Date: February 21, 2009

Department: OCC Food, Nutrition, and Dietetics Program

·		

Purpose: Host college students, graduates, faculty, and Nutrition Services staff members from Los Angeles and Orange County Healthcare Facilities

Cost/Purpose/Funding Source: NTE \$1,000 for printing, food, and other expenses to be paid from campus ancillary funds; Proceeds from a \$40.00 per person registration fee will fund students to attend the Annual Meeting of the California Dietetic Association on April 23-25, 2009; a maximum of \$400 per person to be awarded from the Food, Nutrition, and Dietetics campus ancillary account; Current students may also be awarded one-day registration fees NTE \$100 per student.

Project/Activity: 21st Viet Olympiad Tournament

Date: April 18, July 11, and July 18, 2009

Department: Vietnamese Student Association of Orange Coast College

Purpose: Promote students to excel in academic performance, serve community through teamwork, improve Vietnamese language skills, and learn cultural heritage. Open to all Vietnamese students, parents, and community members.

Cost/Purpose/Funding Source: Expenses dependent on number of participants to be paid by the Viet Olympiad and Vietnamese Student Association of OCC. Advisors, Hue Pham, Dean of Counseling & Special Services and Phu Vu, Senior Information Technician, will be present for all events.

Project/Activity: Meetings and Workshops On and Off Campus

Date: 2008-2009 Academic Year Department: Technology Division

Purpose: Faculty and Staff to host and/or participate in various events

Cost/Purpose/Funding Source: NTE \$1,000 from ancillary, general, ASOCC, Foundation, CTE, or Perkins funds to cover refreshments, supplies, equipment, substitutes, meeting expenses, and miscellaneous

expenses.

Additional Administrative Content

Greated on 1011/15/2009 at 103:09 P.M. by Llynnanne Minton. Lest update on 102/10/2009 by Llynnanne Minton.

	,	

3.03.04 Authorization for Special Projects - District

Meeting: 02/18/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Agenda (Item Content

Project/Activity: Business Officers Southern California Community Colleges (BOSCCC)

Date: March 11, 2009

Location: District Office Conference Room E

Department: Fiscal Affairs

Purpose: Regional business officers meeting

Cost/Purpose/Funding Source: NTE \$50.00/Refreshments/General Fund

Additional/Administrative/Content

Created on 01//15/2009 at 03:09 PM by CCCDAdsvc. Last update on 02/10/2009 by Jodi Rodrigueza

	·			
			•	

3.03.05 Authorization for Disposal of Surplus

Created on 01/15/2009 at 03:00 PM by (CCDP uron). Last update on 02/10/2009 by (CCDP uron).

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

Surplus021809.pdf

Additional Administrative Content

		·			
	·				
				-	

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ORANGE COAST COLLEGE				
Tripod	9035042			Р
Tripod	9035044			Р
Tripod	9035026			Р
Tripod	9035025			. Р
Tripod	9035052			P
Tripod	9035050			Р
Tripod	9035043			Р
Tripod	9035020			Р
Tripod	9035051			Р
Tripod	9035022			Р
Tripod	9035010			Р
Tripod	9035047			Р
Tripod	9035048			Р
Telescope				Р
Telescope	9035442			Р
Aqua Tube	9035060			Р
Tripod	9035440			Р
Telescope Pier & Wedge				Р
Spotter Scope	9071825			Р
Telescope	9071826			Р
Telescope				Р
Telescope				Р
Tables (2)				Р
Desk (2)		ļ		. P
File Cabinet				P
Bookcase				Р
Bookcase				Р
Chairs (6)				Р
Chairs (2)				Р
Printer	9033447	C4170A	USGH271144	i
Printer	9053161	3400	YY9006363	ı
Printer	9053157	3400	YY6003558	1
TV/VCR	9018008	PV-M1321	C2AA13020	i
CPR Manikin	9056349			Р
CPR Manikin	9056339			Р

			•

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
CPR Manikin	9056344			Р
CPR Manikin	9056338			P

÷	
,	

3.03.06 Authorization to Enter Telecourse Agreements - Coastline Community College

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Agenda Item Content

After review by the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into the following standard agreements for the lease of telecourses,

CONCEPTS IN MARKETING NILRC (IL)

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD State Board for Community & Technical Colleges (WA) Tennessee Board of Regents (TN) Utah Education Network (UT)

FACES OF CULTURE - REVISED Tennessee Board of Regents (TN)

PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN Utah Education Network (UT)

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

Greatedion 01//15/2009 at 03:09 (PM by Nicki Salcedo). Last update on 02//11/2009 by Jodi Rodriguez,

3.03.07 Authorization to Apply for Funded Programs

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information Public Access: Yes

Agendailtem Content

It is recommended that authorization be given to apply for the following funded programs and/or projects and to participate, if funded, as outlined below. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign any related documents as appropriate.

Coast Community College District has been awarded funding for the California Community Colleges Chancellor's Office SB70 grant titled "**Evaluation**". The District Office in collaboration with WestEd will receive funding to develop a System-wide evaluation of the Career Technical Education/Economic and Workforce Development Pathways initiatives. The goal is to provide an in-depth review of how funded programs are working at the local level, their ongoing achievement of objectives and activities, and outcomes, and then inform interested stakeholders and policy makers of what is working, what areas need improvement, and recommend future funding needs. WestEd, through a subgrantee agreement with the District Office, will evaluate the impact of the SB70 initiative and those Career Technical Education/Economic and Workforce Development pathway grants funded through this initiative. All oversight of this grant and subgrantee agreement will be handled through the District Educational Services department.

Fiscal Impact: Coast Community College District will receive \$1,000,000 between January 1, 2009, to and including January 31, 2010. No matching funds required.

Coast Community College District has been awarded funding for the California Community Colleges Chancellor's Office Governor's Career Technical Education Initiative (SB70/SB1133) grant titled "Career Technical Education Community Collaborative". The Coast Community College District is the lead administrative partner for this CTE Community Collaborative project. The key community college participants include Coastline Community College, Cypress College, Fullerton College, Golden West College, NOCCCD School of Continuing Education, Orange Coast College, and Saddleback College. Additional partners in the regional collaborative and the Career Pathways programs include business and industry representatives, county ROP's, the Orange County Workforce Investment Board along with secondary education specialists from middle and high schools which include Garden Grove, Huntington Beach, Newport-Mesa, as well as other local Orange County school Districts. The role of CCCD will be to foster a meaningful educational process among these entities that introduces a closer relationship with middle schools, the introduction of new goals and new assessment systems for measuring progress, provision of enhanced technical learning for faculty members, and the introduction of professional development programs and opportunities designed to strengthen the skills of all staff associated with this CTE-Community Collaborative program.

Fiscal Impact: Coast Community College District will receive \$400,000 between February 1, 2009, to and including August 31, 2010. There are matching funds of 10% required for this funding.

Coastline College has applied for funding for the United States Department of Labor (Community-Based Job Training Grants) grant titled "PETROL – Process Technology Education and Training, Ready for Orange and Los Angeles Counties". PETROL will expand Coastline's Process Technology certificate and A.A. degree program to offer online and on-site training that will prepare students for employment in positions such as console operator, plan operator, refinery operator, and operator intern.

Fiscal Impact: Coastline College will receive \$2,000,000 between January 1, 2009, to and including December 31, 2011 (Year 1 = \$674,852; Year 2 = \$678,243; Year 3 = \$649,905). Matching funds of \$672,275 are required for this project. Matching funds will be provided by college, industry, and the one-stop center.

	•			
	-			

3.03.08 Approval of Clinical Contracts - Orange Coast College

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Contents: 22 4

After review by legal counsel, Rutan & Tucker, the College President, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board approve 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.

It is further recommended that the Board President, or designee, shall be authorized to sign the Agreements and any related documents, indicating approval by the Board of Trustees. (Non-standard agreements are attached to each Trustee's Agenda.)

RENEWAL

Harbor/UCLA Medical Center

Non-Standard Clinical Agreement

Torrance, CA

(See Attachment # 5)

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.



Harbor_UCLA Medical Center.pdf

Additional/Administrative@ontent

Action Agenda Detàils Marie 1998 Motion:

Greated on 01/15/2009 at 03:09 PM by Lynnamo Minton. Last update on 02/10/2009 by Jodi Rodriguez,

3.03.08 Approval of Clinical Contracts - Golden West College

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action 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 the Board approve 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.

It is further recommended that the Board President, or designee, shall be authorized to sign the Agreements and any related documents, indicating approval by the Board of Trustees. (Non-standard agreements are attached to each Trustee's Agenda.)

RENEWAL

Coastal Communities Hospital, Inc.

Nonstandard Affiliation Agreement

计算机 计通过操作 医

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.



coastal communities hospital agreement.pdf

Additional Administrative Content

Action Agenda Details Motion:

Greated on 01/15/2009 at 03/10 PM by Christinia fizzin. Lest update on 02/11/2009 by dod Frod protes.

Agendalitem

THE PARTY OF THE P

3.03.09 Sailing Program - Orange Coast College

Meeting:

02/18/2009 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 January 22, 2009 – December 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.

INDEPENDENT CONTRACTORS

Edward J. Getz for the purpose of providing instruction in Marine Weather to students enrolled in OCC School of Sailing & Seamanship's U.S. Coast Guard licensing courses and Marine Weather Coursed from January 24, 2009 through June 30, 2009, to be paid an amount NTE \$2,000 from Sailing Center funds.

Brown's Engineering for the purpose of providing repair and maintenance to diesel engines aboard Sailing Center boats from January 26, 2009, to June 30, 2009, to be paid an amount NTE \$30,000 from Sailing Center funds.

REVISIONS TO PREVIOUS BOARD ACTION

Conference/Activity: OCC Women's Crew/Berg Cup and Christening of new crew shell "Robert Hubbard"

Location: Newport Harbor Date: March 28, 2009

Department: Physical Education & Athletics

Cost/Purpose/Funding Source: \$1000 from ancillary funds to host and row in Berg Cup Regatta and

christen new boat

Transportation: Students will provide own transportation.

Revision to Previous Board Action to add funding. Previous Board approval December 10, 2008.

CONTRACT AGREEMENT RENEWALS

Extend agreement between the Coast Community College District (Orange Coast College) and Ardell Investment Company dba Ardell Marina, Inc. for the purpose of providing additional weekend parking for OCC sailing students from March 1, 2009 through June 30, 2009.

Fiscal Impact: A monthly fee in the amount of \$500.00 to be paid from Sailing Center Funds. <u>Revision to Previous Board Action</u> to change dates of agreement. Previous Board approval May 7, 2008.

The Orange Coast College School of Sailing and Seamanship has been awarded an additional grant from the State of California, Department of Boating and Waterways. The purpose of this grant is to provide scholarships for youth-at-risk in boating safety instructional programs, purchase of lifejackets and hand-held radios for use in learning to sail and boating safety programs and to provide instructor training. The term of the agreement is February 1, 2009 through January 31, 2010. Equipment must be purchased and invoices submitted by September 30, 2009. Scholarship courses must be conducted and invoiced by January 31, 2010, and invoiced on or before March 31, 2010.

Fiscal Impact: Grant agreement 07-201-227 amendment #1 will provide \$15,510.00 for the fiscal year 2009-2010, and there are no matching requirements and no ongoing fiscal commitments. Revision to Previous Board Action to include additional grant. Previous Board approval March 5, 2008.

Agendaltem

3.04 PERSONNEL ITEMS

Greatedion 02/05/2009 at 12423 P. Miby (GCGD H.R.). Least appelate on 102/10/2009 by (GCGD H.R.).

Meeting:

02/18/2009 Regular Meeting 3. Consent Calendar

Category: 3. Consent (Agenda Type: Information

Public Access: Yes

Agendation Content



Personnel-OPEN,pdf

Additional Administrative Content

	•		

3.04 PERSONNEL ITEMS

a. Authorization for Changes in Assignments, Academic Staff

It is recommended that authorization be given for the following changes in contract assignments for academic personnel:

La Mer, Emma, OCC, Instructor, Speech, change in assignment from 100% to 80% for the period 01/31/09 to 05/31/09.

b. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations

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

Classified

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	Effective Date
Adair, Eunice	OCC	Instructional/Food Service Worker 1	39 mo	12/12/08
Ho, Evangelina	OCC	Registered Nurse Lead	Resign	01/20/09

c. Authorization for Leaves of Absence

It is recommended that authorization be given for the following leaves of absence:

Certificated

Weatherford, Leigh Ann, OCC, Instructor, English, 53.3% LOA/wop under the Family and Medical Leave Act of 1993, for the period 01/31/09 through 05/31/09.

d. Authorization for Schedule Changes, Classified Staff

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

Temporary Schedule Changes

<u>Name</u> Weikel, Terry Jean	LOC OCC	<u>Title</u> Admissions and Records Technician	<u>From</u> 50%	<u>To</u> 100%	Start Dt 01/05/09	End Dt 06/30/09
		Vecoing Lecturician				

Temporary On Call Hours Over Contract

<u>Name</u>	LOC	Title Instructional Associate	From	<u>To</u>	Start Dt	End Dt
Raskin, Debra	OCC		75%	HOC	01/05/09	01/31/09
		Physical Science/Math				

					-
			·		
	-				
		·			
	•				
				·	

e. Authorization for Changes in Salary Schedules

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

Classification	<u>Range</u>	Changes
Classified		
District Career Technical Educational Grants Technician	E-48	Add to schedule effective 02/19/09

-		
	·	
		·

3.05 ADDITIONAL PERSONNEL ITEMS

Meeting:

02/18/2009 Regular Meeting 3. Consent Calendar

Category:

Agenda Type: Information

Public Access: Yes

Agenda Item Content

Additional Administrative Content

Greated on 01/15/2009 at 03:09 P.M. by Jodi Rockiguez, Least update on 02/10/2009 by Jodi Rockiguez.

		÷	
·			
			•
		•	

3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting:

02/18/2009 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. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

\$10,000 AND OVER

<u>Cox. Steve</u> to improve quality of online video for six online courses, create table of contents for Moodle interface for eight online courses, prepare lessons for open captioning with Flash player for eight online courses, February 19, 2009 – June 30, 2009, for a fee NTE \$36,000 upon receipt of itemized invoices, to be paid from funds received in support of this project.

<u>Hughes, Richard D.</u> to provide services in support of Coastline's Military Education Programs, February 18, 2009 - June 30, 2009, for a fee NTE \$10,000 to be paid from Contract Education funds. (Revision is to increase the NTE, as a result of extending responsibilities. Prior Board Approval: 6/18/08)

UNDER \$10,000

<u>Bishop, Naomi</u> to revise 16 lessons of the Physical Anthropology Student Guide and Test Bank that currently accompany the Physical Anthropology telecourse, to ensure that the guide corresponds to the revised version of the textbook, February 19, 2009 – June 30, 2009, for a fee NTE \$3,600 to be paid from ISD Publications funds.

<u>Fellows, Brandy</u> to provide services in support of Coastline's Military Education Programs, February 18, 2009 - June 30, 2009, for a fee NTE \$8,000 to be paid form Contract Education funds. (Revision is to increase the NTE, as a result of extending responsibilities. Prior Board Approval: 6/18/08)

Additional Administrative Content

Greated on 01/16/2000 et 103(00) PM By Laurib Swancutt. Least update on 02/10/2000 by dod (Rodrigueza

•				
	·			
	÷		·	

3.05.02 Authorization for Independent Contractors - Orange Coast College

Meeting:

02/18/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Agenda (tem Content

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

UNDER \$10,000

<u>Cassens, Digna</u> to make a presentation at the Annual Professional Day for the Dietetic Team in Healthcare on the OCC campus on February 21, 2009, to be paid an amount NTE \$500 from Dietetic ancillary funds.

<u>Jennison</u>, <u>John</u> to present as a guest lecturer at the Culinary Arts Baking Class during academic year 2008-2009 to be paid \$100 from Culinary Arts ancillary funds.

Nelson, Phyllis to make a presentation at the Annual Professional Day for the Dietetic Team in Healthcare on the OCC campus on February 21, 2009, to be paid an amount NTE \$500 from Dietetic ancillary funds.

<u>Shephard</u>, Rena to make a presentation at the Annual Professional Day for the Dietetic Team in Healthcare on the OCC campus on February 21, 2009, to be paid an amount NTE \$500 from Dietetic ancillary funds.

<u>Vargas</u>, <u>Walter</u> to present as a guest lecturer at the Diagnostic Medical Sonography class during academic year 2008-2009 to be paid \$100 from Diagnostic Medical Sonography ancillary funds.

Additional Administrative Content

Greated on 01/15/2009 at 03:09/PM by Lynnanna Mintons (Last tripidate) on to 2/14/2009 by Jodi Rodriguez.

3.05.03 Authorization for Professional Development Program

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

OPTION I - TUITION, BOOKS, AND FEES:

		องรุ่ง เการะบบสมาเดิดสาราชาวิทธิ (17 โดยการาชาวิทธิ
PSYD 462- Counseling	01/13-02/10/09	\$1,504.15
Theories	4 1	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Methods	02/17-03/24/09	
PSYD 375- Understanding	02/16-03/23/09	\$ \$ \$
	03/31-04/28/09	
Christianity	1 1	
antarin dallación de l'interior de la companya del companya de la companya de la companya del companya de la co	01/31-03/29/09	\$250.00
Design	:	Ψ200.00
	0440.004000	
		\$500.00
CIM 121.1- Spreadsheet	01/12-03/22/09	
5.00.00°CH.00.000.00000000000000000000000	01/07 05/00/00	***
		\$2,000.00
CSUF	01/29-05/11/09	
CIM 212.1- Spreadsheet	01/12-3/22/09	\$250.00
	03/23-05/21/09	
		*
- i.	01/13-02/10/09	40.500.00
BUOM 481- Business	02/17-03/24/09	\$2,500.00
	03/30-04/37/00	
Accounting	03/30-04/27/03	
PSYD 220- Human	02/21-03/28/09	
Vanguard University		
BUOM 371- Group/Org	: .09/30-10/28/08	Φ0 500 00
Behavior	: :	\$2,500.00
	11/04-12/09/08	
ENG 350- Creative Writing	11/18-12/13/08	
Vanguard University		
	Theories PSYD 420- Behavior Methods PSYD 375- Understanding Research Design PSYD 477C- Psychology & Christianity Vanguard University CIS A 123- Web page Design Orange Coast College CIM 214.1- Database CIM 214.2- Database II CIM 121.1- Spreadsheet Irvine Valley College HIS 300A- History Thinking PHIL 355- Philosophy of Law CSUF CIM 212.1- Spreadsheet CIM 212.2- Spreadsheet 2 Irvine Valley College BUOM 378- Research Methods BUOM 481- Business Through Faith BUOM 482- Managerial Accounting PSYD 220- Human Development Vanguard University BUOM 371- Group/Org Behavior BUOM 376- Business Writing ENG 350- Creative Writing	Theories PSYD 420- Behavior Methods PSYD 375- Understanding Research Design PSYD 477C- Psychology & 03/31-04/28/09 Christianity Vanguard University CIS A 123- Web page 01/31-03/29/09 Design Orange Coast College CIM 214.1- Database II 03/23-05/21/09 CIM 214.2- Database II 03/23-05/21/09 CIM 121.1- Spreadsheet 01/12-03/22/09 Irvine Valley College HIS 300A- History Thinking PHIL 355- Philosophy of Law CSUF 01/29-05/11/09 CIM 212.1- Spreadsheet 01/29-05/11/09 CIM 212.2- Spreadsheet 2 Irvine Valley College BUOM 378- Research 01/13-02/10/09 Methods BUOM 481- Business 02/17-03/24/09 Through Faith BUOM 482- Managerial 03/30-04/27/09 Accounting PSYD 220- Human 02/21-03/28/09 Development Vanguard University BUOM 371- Group/Org 09/30-10/28/08 Behavior BUOM 376- Business 11/04-12/09/08 Writing ENG 350- Creative Writing 11/18-12/13/08

•			·

Mai, Maria A & R Specialist CCC	B6022- Financial Mgmt. Argosy University	03/03-04/23/09	\$1,060.40
Mai, Maria A & R Specialist CCC	B6021- Managerial Acct. Argosy University	01/10-03/02/09	\$1,060.40
James, Teresa Staff Aide CCC	IDT 520- Instructional Design Issues IDT 525- Instructional Approaches CSUF	01/06-04/17/09	\$1,592.00
Lopez, Rachelle Staff Aide CCC	COUN 510- Law & Ethics COUN 515- Counseling Theories COUN 516- Counseling the Adult COUN 548- Students in U.S. Higher Education COUN 593- Sem. in Professional Development CSULB	01/26-05/15/09	\$2,077.00
Graves, Ashley Military Ed. Tech Interim CCC	CAOTC 47A- Access for Windows ART 1- Art & Civilization Psych 1- Intro to Psych LBCC	01/12-05/29/09 01/17-05/29/09 01/17-05/29/09	\$355.00
Aistrich, Darian Project Coordinator CCC	HUM 200- Intro to Humanities CSUDH	01/26-05/15/09	\$1,000.00
Lara, Melissa Staff Aide GWC	CP 509- Myth, Lit., & Religious Studies CP 601- Marriage, Family & Relationships CP 611- Clinical Practice Pacifica Graduate Institute	01/05-04/30/09	\$2,500.00
Marten, Connie Instructional Assist. GWC	EDUI 6781- Creating Digital Media for Online Instruction CSUEB	01/05-03/15/09	\$1,100.00
Scaplan, Patricia Health Cnt. Assistant GWC	COMM G220- Essentials of Argumentation Golden West College	01/31-05/31/09	\$250.00
Scaplan, Patricia Health Cnt. Assistant GWC	COMM 100- Intro to Communications Golden West College	08/25-12/14/08	\$200.00

OPTION III: RELEASEI TIME	<u>D</u>		
Name	Course/Seminar	Date	Amount
Schramm, Lynn Div. Coordinator GWC	Math 115- College Algebra Golden West College		\$1,649.92
Summanning organization in the state of the			
And an analysis of the second		era iz ener entiminioniminiminiminiminiminiminiminimini	

Aciditional Administrative Content

Greatedion 01/15/2009 at 03:09 RM by Kathieen Surgenox, lust update on 02/kt/2009 by/dodli Rodriguez.

•		
`		

3.05.04 Authorization for Staff Development - Golden West College

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

Agenda Item Content

Activity: Help Desk Task Force Symposium

Date: March 13, 2009

Purpose: Develop long term plan for the GWC help desk to address MYGWC and A&R issues.

Cost/Purpose/Funding Source: \$165 for refreshments; IPD & TTIP funds.

Revision to previous Board action of 12/10/08 to change name of activity from "Distance Learning"

Department Symposium" and change date from 1/15/09.

Activity: ESL Department Symposium

Date: January 29, 2009

Purpose: Develop SLO's for listening classes.

Cost/Purpose/Funding Source: \$130 for refreshments; IPD Staff Development funds. Revision to previous Board action of 12/10/08 to change date from 1/30/09 to 1/29/09.

Additional Administrative Content

Created on 01//15/2009 at 103:19 PM by Christinia Irvin, Last update on 02/11/2009 by Jodi Rodriguez,

	·		

3.06 FINANCIAL APPROVALS

Greated on 01/15/2009 at 03:09 PM by Jodil Rodriguez. Lest update on 02/10/2009 by Jodil Rodriguez.

Meeting:

02/18/2009 Regular Meeting 3. Consent Calendar

Category:

Agenda Type: Information

Public Access: Yes

Agenda Item Content

Additional Administrative Content

			·

3.06.01 Approval of Purchase Orders

Created on 01//15/2009 at 03:09 PM by CCCD Rurch, Last update on 02/11/2009 by Jodi Rodriguez.

Meeting:

02/18/2009 Regular Meeting

3. Consent Calendar

Category: 3. Consent Calend Agenda Type: Action (Consent) Public Access: Yes

Agenda Item Content

PurchaseOrderDIST.pdf

Additional Administrative Content

Printed 02/11/2009

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0315285	Amcom Software			AMOUNT 50.744.00
PU3 15265	Telecommunications hardward & software for DIS	DIS	5638	52,711.30
P0315267	UCMI Inc	DIS	5900	44 500 00
F0313201	Services to Assist in Close-out of open DSA	סוט	5899	41,598.00
	Projects			
P0315269	Keenan & Associates	OCC-GB	5472	40,218.06
1 00 10200	Premiums for ABC Bldg site prep (GOB)	OCC-GD	J412	40,210.00
P0315210	Dell Higher Education	occ	6412	34,213.51
	Desktop computers for Business Div Office		0112	01,210.01
P0315213	Schirmer Engineering	OCC-GB	6206	31,763.00
	Testing/Consultant Services ABC Bldg (GOB)			0 1,1 00100
P0315268	Sewup JPA	OCC-GB	5472	29,458.00
	Insurance for OCC ABC Building (GOB)			
P0315270	MTGL	OCC-GB	6127	27,500.00
	OCC softball field test/inspection consultant service			,
	(GOB)			
P0315286	ATI/Assessment Technology Institute	GWC	4312	25,382.00
	Assessment and testing material for Nursing			
	program			
P0315231	Barboza & Associates	DIS	5899	25,000.00
50045044	District investigative services. Board: 01/07/09			_,
P0315214	Power Engineering Service	occ	6202	24,000.00
P0315274	OCC Switch House-engineering (Fund 40) Intelecom	CCC	E740	24.040.00
F0313214	Telecourse enrollment and license fees	CCC	5748	21,916.00
P0315283	Vital Link Orange County	DIS	5899	20,000.00
1 00 10200	Career Tech Ed community collaborative project.	Dio	0000	20,000.00
	Grant #07-170-039			
P0315192	Superflow Technologies Group	GWC	4312	16,447.68
	Engine diagnostic & testing system for Auto Tech			,
P0315185	Guardian Power Protection Services Inc	OCC	5638	14,418.00
	SMA for remote monitoring hardware			
P0315215	B & Z Printing Inc	OCC	4321	13,966.99
	Printing of 2009-2010 Class Catalogs			
P0315216	Xpedx Paper & Graphics	GWC	4310	8,718.63
P0315232	Sports Facilities Group Inc	OCC	6401	8,545.00
P0315243	Western Graphics Plus	OCC	5899	8,000.00
P0315284	Dell Higher Education	DIS	6411	7,549.82
P0315262	Star Microwave Service Corp	DIS	5657	6,956.13
P0315230	Digital Networks Group Inc	000	6401	6,328.97
P0315196	Michael Licari Productions	CCC	5899 7604	6,000.00
P0315281 P0315229	Promo Direct Digital Naturales Group Inc.	000	7601	5,342.02
P0315229 P0315208	Digital Networks Group Inc Tremco Inc	OCC GWC	6401 5650	5,138.85
1-03 13Z00	HOMOU IIIO	GVVC	5650	5,070.00

P0315178	Univ of CA Irvine	occ	5696	5,000.00
P0315195	Audiovision Production Services	CCC	5899	5,000.00
P0315297	Riddell/All American Sports	GWC	5657	4,670.47
P0315240	UCI Catering	occ	5899	3,700.00
P0315246	World-Wide Fire Inc	GWC	5899	3,500.00
P0315259	Eaton Corp	occ	5638	3,479.00
P0315220	Leonard Chaidez Tree Service	occ	5665	3,360.00
P0315303	Stater Brothers	OCC	4312	3,200.00
P0315280	Follett Higher Education Group Inc #1094	occ	4312	3,000.00
P0315273	City of La Habra Heights	DIS	5899	2,928.00
P0315223	Follett Higher Education Group Inc #1094	OCC	7601	2,920.00
P0315255	Crestline Co Inc	GWC	4312	
P0315233				2,832.52
	Sports Facilities Group Inc	occ	6411	2,795.00
P0315184	3M Co	OCC	5899	2,652.00
P0315173	AmericasPrinter.com	GWC	4321	2,534.28
P0315186	1elimited	OCC	5638	2,520.00
P0315289	Winner, Cynthia	DIS	5899	2,500.00
P0315202	Foundation/Calif Comm Colleges	CCC	5699	2,155.00
P0315241	Cal MTS	OCC	5899	2,000.00
P0315244	Graphic Edge	occ	5899	2,000.00
P0315190	Western Graphics Plus	occ	4312	1,909.81
P0315206	Computerized Assess & Placement Progs/CAPP	occ	5638	1,865.34
P0315251	Elsevier	GWC [*]	4312	1,851.15
P0315228	Digital Networks Group Inc	occ	6411	1,727.64
P0315304	Textile Fabric Consultants Inc	OCC	4312	1,515.33
P0315193	Fotosearch	CCC	5748	1,500.00
P0315218	Fisher Scientific	OCC	4312	1,481.88
P0315207	Dell Canada Inc	SB	6412	1,349.95
P0315211	Dell Higher Education	occ	4315	1,335.77
P0315291	KPSS Inc	GWC	4312	1,301.61
P0315298	MicroAge	GWC	4312	1,249.90
P0315187	Office Depot	occ	4312	
P0315204	Office Depot	DIS	6411	1,213.36
P0315265	•			1,213.27
	US Foodservice	000	4312	1,207.71
P0315189	Fisher Scientific	OCC	4312	1,200.00
P0315172	InfoSend	DIS	4321	1,171.78
P0315205	Avalon Rafts Sales & Service Inc	OCC	6411	1,169.44
P0315254	ERC Wiping Products Inc	GWC	4312	1,169.09
P0315239	Seaside Catering Co	occ	5899	1,100.00
P0315198	ROI Networks Inc	CCC	5899	1,000.00
P0315276	College Board	occ	4312	977.83
P0315296	KPSS Inc	GWC	4312	935.73
P0315200	Dell Higher Education	OCC	4312	909.75
P0315203	Dell Higher Education	OCC	4312	909.20
P0315212	Padua Glass Enterprises Inc	DIS	5650	877.20
P0315253	Sehi Computer Products Inc	GWC	4315	765.93

			ì		
			·		
	•				
		-			

P0315219	Uline	occ	4312	743.48
P0315188	Hardy Diagnostics	occ	4312	700.00
P0315302	CDWG	occ	4312	689.17
P0315260	AirMagnet Inc	OCC	5638	665.00
P0315174	InfoSend	DIS	4321	642.46
P0315224	NFPA Assoc	OCC	4312	600.76
P0315275	Musician's Friend	occ	4312	579.68
P0315256	Lynde-Ordway Co	GWC	4312	565.69
P0315266	Blue Sky Outfitters	OCC	4312	542.44
P0315175	General Binding Corp	GWC	4310	536.21
P0315293	KPSS Inc	GWC	4312	520.64
P0315225	Fiona Rhodes Photography	CCC	5899	511.81
P0315199	Office Depot	CCC		
	•		4312	500.00
P0315305	Art Supply Warehouse	OCC	4312	500.00
P0315233	Dell Higher Education	OCC	4315	482.55
P0315177	Printer Services	GWC	5657	450.00
P0315176	Printer's Parts Store of Los Angeles	GWC	4677	435.31
P0315183	Dell Higher Education	occ	4315	399.62
P0315279	iStockphoto.com	occ	4312	398.68
P0315153	Laiola, Jim	CCC	5899	380.00
P0315201	Dell Higher Education	OCC	4312	379.27
P0315238	Yard	occ	4312	375.27
P0315271	Bob's Shade & Linoleum	GWC	6250	372.73
P0315295	KPSS Inc	GWC	4312	372.61
P0315292	KPSS Inc	GWC	4312	325.40
P0315257	College Entrance Examination Board	CCC	5320	325.00
P0315294	KPSS Inc	GWC	4312	324.67
P0315252	EBSCO Subscription	GWC	5306	317.31
P0315237	Vision Business Products	DIS	4312	312.48
P0315242	Aircraft Spruce & Specialty Co	OCC	4312	306.30
P0315261	Avtech Software Inc	OCC	4315	296.31
P0315194	Amazon.com	CCC		
P0315194	Buddy's All-Star Inc		4312	289.63
	•	GWC	4312	285.07
P0315272	Xerox Corp	GWC	5638	281.72
P0315182	Datawatch Corp	CCC	5638	265.02
P0315245	State Center CCD - EMCN	OCC	5899	250.00
P0315277	Baker & Taylor	GWC	6301	244.06
P0315288	Xerox Corp	occ	4312	224.12
P0315197	La Habra Area Chamber of Commerce	CCC	5850	220.00
P0315264	Sehi Computer Products Inc	GWC	4315	214.89
P0315278	EBSCO Subscription	GWC	5306	203.70
P0315234	Office Depot	CCC	4312	182.78
P0315179	Cal-Olympic Safety	occ	4312	179.92
P0315236	Kimberly Wendell Radius Map & Listing Service	DIS	5899	175.00
P0315263	Dell Higher Education	GWC	4315	139.60
P0315306	Aircraft Spruce & Specialty Co	occ	4312	129.93
	· · · · · · · · · · · · · · · · · · ·		· - · -	

		·

Purchase Orders

P0315191	Follett Higher Education Group Inc #1094	OCC	4312	129.30
P0315258	Nat'l Institute of Business Mgmt	CCC	5306	126.00
P0315181	Office Depot	GWC	4312	100.00
P0315282	Dell Higher Education	OCC	4312	90.61
P0315226	Magnatag Visible Systems	CCC	4312	88.74
P0315221	Creative Works Office	OCC	5699	75.00
P0315235	Office Depot	OCC	4315	53.86
P0315227	Chronicle of Higher Education	CCC	5306	49.97
P0315222	Thomson West	OCC	6301	49.57
P0315301	Harbor Freight Tools	OCC	5657	32.83
P0315180	Hitt Marking Devices Inc	DIS	4312	26.70
	Total			\$600,535.77

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: 02/18/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

CheckApproval.pdf.2-18-9.pdf

Additional Administrative Content

Greated con 60 V/16/2009 et 103109 FM by GGGDB udgo. Least update con 102/110/2009 by Jodi Rodrigueza

	,				
		·			
			·		

NUMBER	NAME OF VENDOR	AMOUNT
124799	PacifiCare of California Medical Premiums	498,057.45
124796	Kaiser Permanente Medical Premiums	223,613.13
125009	Medical Prescriptions Inc Medical Prescription Claims	220,428.22
124798	Keenan & Associates FY 08/09 PIPS Workers Compensation Premiums	143,069.00
124795	Coast Community College Dist. Medical claims	128,979.15
125008	Coast Community College Dist. Medical claims	96,739.24
124801	Reliastar Life Insurance Co Life Insurance Premiums	82,599.91
124802	Reliastar Life Insurance Co Stop Loss Insurance Premiums	80,936.32
124980	Southern Calif Edison Co Electricity district wide	80,626.68
124800	Reliastar Life Insurance Co Long Term Disability Insurance Premiums	41,077.72
124825	Avalon Center at Garden Grove Lease payments for One-Stop center, Westminster	40,934.00
124678	Apple Computer Inc Computer upgrades OCC & GWC	30,259.10
125043	Harry & Grace Steele Child Ctr Childcare for November & December 2009	25,591.28
124697	CCCD Student Refunds	20,972.50
125030	Digital Networks Group Inc	16,812.45
124752	Rutan & Tucker	15,705.88
124970	Pasco Scientific	15,125.05
124931	Alliant Insurance Services Inc	13,750.00
124712	Goodwill Industries of OC	13,636.25
125109	Waxie Sanitary Supply	13,538.97
125019	Atkinson, Andelson, Loya, Ruud & Romo	12,933.49
124839	Cambridge West Partnership LLC	12,891.16
124941	Boatswain's Locker	11,838.46
125007	Taylor & Associates	10,006.35
124949	Dell Higher Education	9,593.48
125079	Pro Photo Connection	9,566.27
125003	Briggs Electric Inc	8,913.00
125028	Community College League of Calif	8,800.00
124704	CR & R	7,607.56
124965	OC Auditor-Controller	7,100.00
124852	Dell Higher Education	6,587.88
125027	Coast Construction	5,983.00
124773 124774	Thyssenkrupp. Elevator Time Warner Cable	5,805.00 5,600.00

			·

124854	Dyntek Services Inc	5,440.00
124938	AYU Technology Solution LLC	5,360.88
125012	Adorno, Yoss, Alvarado & Smith	5,260.50
124691	Business Properties	5,192.68
124916	Xerox Corp	5,100.41
125103	Trane U.S. Inc	5,052.21
124702	Concept Media	4,711.46
124786	Xerox Corp	4,657.77
124725	Mesa Consolidated Water Dist	4,608.75
124872	Harry Hughes	4,500.00
124985	Unisource Worldwide Inc	4,445.53
124782	Vicenti Lloyd & Stutzman	4,400.00
124905	Tremco Inc	4,239.42
125112	Western Exterminator Co	4,216.00
124784	Western Graphics Plus	3,818.40
124903	Time Warner Cable	3,694.00
124990	Western Graphics Plus	3,660.02
124716	Steven Hogue	3,634.75
124976	Service Master Commercial Advantage	3,500.00
125005	NSW/Airelink Mech Equip LLC	3,466.41
125113	Western Exterminator Co	3,284.00
125020	B & P Services Inc	3,280.00
124707	Evaluation & Training Institute	3,250.00
125063	MSC Industrial Supply	3,180.30
125083	Refrigeration Supplies Distrib	3,125.60
124930	AT&T California	3,091.08
124820	AT&T	3,072.28
125044	Henry Schein Inc	2,965.43
124764	Southern Counties Oil	2,850.51
124732	OCE'	2,804.00
124977	Slater Ave II Limited Partnership	2,766.19
124779	UCS Track & Field Equipment	2,740.00
124984	Union Bank of California	2,617.07
124693	Carolina Biological Supply	2,563.85
125051	John A Hignite	2,500.00
124851	Daniels Tire Service	2,421.33
124754	Sargent-Welch	2,320.64
125049	Infinity Designs	2,316.63
124898	Southern Calif Edison Co	2,278.54
124915	World-Wide Fire Inc	2,250.47
125047	Home Depot	2,247.51
124827	Baker & Taylor	2,196.53
124850	CR & R	2,173.27
125074	Pitney Bowes Credit Corp	2,145.00
125074	Optima Network Services Inc	2,040.00
124698	CDWG	1,999.59
124953	Embee Technologies	1,978.84
124955	OC Auditor-Controller	
124903	Thyssenkrupp Elevator	1,910.00
124302	Hysselikiupp Elevatui	1,879.76

		·	
		,	
			·

124760	SIGMAnet Inc	1,857.13
124961	Landauer Inc	1,855.33
125089	Samy's Camera	1,837.08
124722	Joint Review Comm/Ed Rad Tech	1,800.00
124975	Scientific Equipment Repair	1,766.52
124814	Agriserve Pest Control	1,762.21
124727	Mobile Modular Management Corp	1,722.92
124717	Home Depot	1,722.47
125106	Unisource Worldwide Inc	1,703.15
125077	Power Plus Utility Services	1,701.14
124943	Cameron Welding Supply	1,699.34
124729	Motive Systems	1,699.00
124868	Graybar Electric	1,693.88
124908	US Foodservice	1,688.60
125011	Unum Ltc	1,675.70
124835	Bob's Shade & Linoleum	1,621.21
124848	Consolidated Electrical Dist	1,612.31
124991	Xerox Corp	1,571.54
125105	Tri-State Environmental	1,550.00
124817	ALD Security Innovations	1,540.50
124989	Vietnamese Community of OC	1,539.00
124751	Roman Appliance Repairs	1,505.14
124942	Calif Placement Association	1,500.00
125060	McMaster-Carr	1,478.40
124787	Xerox Corp	1,466.25
124759	Sigma-Aldrich Inc	1,455.83
124963	Maria Mai	1,451.13
124962	Maria Mai	1,428.00
124755	Satellite Engineering Group Inc	1,406.35
124733	Office Depot	1,309.71
125116	Western Farm Service	1,304.26
124913	Western Graphics Plus	1,296.03
124677	Anaheim Palms Telecom Center	1,275.00
124956	Follett Higher Education Group Inc #1094	1,216.33
124670	A Daigger Co	1,201.43
124785	Susan Wilcox	1,200.00
125117	Susan Wilcox	1,200.00
124967	OCC Sailing Center	1,164.57
125078	Priority Mailing Systems LLC	1,152.26
124794	CCCD Workers Comp Trust Fund	1,122.27
124758	Siemens Water Technologies Corp	1,089.00
124958	Graybar Electric	1,067.31
125058	Markertek Video Supply	1,064.62
124870	Howard Nassiri LLP	1,046.10
125090	Sargent-Welch	1,044.73
124932	Academic Senate	1,042.30
125039	Graybar Electric	996.80
124878	Master Recording Supply Inc	992.38
124888	Phoenix Group Info Systems	954.00

	·	
•		

404705	Dale Most Dansa and Daskering	054.05
124735	Pak West Paper and Packaging	951.65
124730 124775	Anita Naravane	950.00
· · · · •	Titlewave Video Subtitling Service	940.00
124783	Waxie Sanitary Supply	935.27
125071	Pacific Parking Systems Inc	926.45
124885	Office Depot	909.69
124676	AmericasPrinter.com	900.79
124966	OCC Ancillary#1000-247500-8070	900.00
124909	Village Nurseries Musician's Friend	897.82
125064		895.00
125098	Sporty's Pilot Shop	869.35
124686	AT&T	842.46
124947	City of Fountain Valley	823.68
124706	Emergency Medical Products Inc	818.22
124714	Graybar Electric	810.93
124861	GlaxoSmithKline	810.90
124756	Sehi Computer Products Inc	810.54
124974	Suzanne Scholz	800.00
124719	Infinity Designs	798.43
125006	P2S Engineering	776.00
124889	Powertron Battery Co	775.80
124939	Baker & Taylor	772.45
124797	Kaiser Permanente	770.52
125010	Medco Health Solutions Inc	730.63
125110	West Coast Dental Group of Orange	726.75
124807	Academic Senate	725.00
124808	Academic Senate	725.00
125061	Mid-Continent Instruments	722.61
124952	Educational Maps and Globes LLC	706.88
124768	Storefront Door Repair	699.29
124673	Allied Refrigeration Inc	699.19
125004	Embee Technologies	685.34
125014	Amer Technical Publishers	682.94
124884	Ocean View School District	680.45
124738	Prestige Foil Inc	679.90
124875	Jim's Music Center	676.04
124873	Intuit Inc	657.17
124720	Iron Mountain Off-Site Data Protection	623.12
124709	Fisher Scientific	621.16
124936	AT&T	599.98
124907	UPS Protection	592.63
124897	Signs Etc	588.48
124824	AT&T	578.60
125015	Andtech Corporation	576.78
124981	Sports Facilities Group Inc	573.75
124723	Key Equipment Finance	573.23
124856	Edwards Service	570.00
124823	AT&T	562.72
125018	AT&T	561.80

		•			
				•	
	·				
		·			
			S.		

124780	Vantage Lighting	558.22
124761	Smardan Supply Co- Orange Coast	554.80
124684	AT&T	546.65
124749	Rare Group Enterprises Inc	542.46
124695	Caston Office Solutions	535.89
124874	Irvine Pipe & Supply	535.05
124935	AT&T	534.45
124724	Macias Gini & O'Connell LLP	525.00
124893	Roto-Rooter Plumbers	525.00
124750	Rio Grande	520.23
124826	B & M Lawn & Garden Center	507.88
124886	Pak West Paper and Packaging	502.33
124829	BAVCO Backflow Apparatus-Valve	497.55
125040	Great Western Sanitary Supply	495.43
124937	AT&T	488.71
124882	Mutual Liquid Gas & Equipment	480.15
125076	Postmaster	476.00
125111	West County Family YMCA	468.00
125095	Smardan Supply Co- Orange Coast	453.84
124982	Thomson West	452.60
124971	Pitney Bowes	450.55
124671	Adorno, Yoss, Alvarado & Smith	449.21
124986	Verizon California	441.61
124988	Verizon Wireless	439.96
124838	Business Office Solutions	437.51
125050	JK Electronics	417.15
124853	Dept of Justice	408.00
124828	Battery Systems	404.43
125118	World-Wide Fire Inc	385.45
125038	Grainger	377.15
124765	Steven Spencer	375.00
124777	Duy Tran	375.00
125024	Calif Commercial Lighting	373.36
125068	OCLC Inc	373.11
124844	Community College League of Calif	370.00
124845	Community College League of Calif	370.00
124867	Grainger	366.47
125092	Sehi Computer Products Inc	365.84
124713	Grainger	364.34
124859	Fry's Electronics	360.76
124721	Irvine Chamber of Commerce	360.00
124788	Zikri, Murad	355.68
125107	United Rentals	354.32
124979	Smith Pipe & Supply Inc	351.70
124895	SC Sign & Supply LLC	350.19
125056	Largest Mixer	350.00
124818	Apex Audio Inc	342.65
124945	Caston Office Solutions	342.65
124816	Airgas West Inc	339.24
		

	•	
•		

124701	Comodo CA Ltd	324.75
125072	Pickwick Paper Products	311.72
124959	Home Depot	309.60
124849	Corporate Express	307.57
124890	Registrations for You	305.00
125055	Knorr Systems Inc	302.52
124911	Wards Natural Science	301.56
125108	Walters Wholesale Electric Co	300.55
124809	ACCCA	295.00
124731	Neopost Inc	290.93
125026	Cintas First Aid & Safety	284.68
124753	Safety 1st Pest Control Inc	283.50
124843	Community College League of Calif	280.00
125075	Pool Supply of Orange Co Inc	272.10
124726	Micro Center	268.17
124969	Partsearch Technologies Inc	263.63
125034	Fisher Scientific	258.12
124803	AACC	250.00
124804	AACC	250.00
124805	AACC	250.00
124806	AACC	250.00
124892	Richardson, Vy	250.00
124914	Lois Wilkerson	250.00
124813	Advanced Gas Products	249.31
124964	Matthew Bender & Co., Inc	244.39
125066	Newgy Industries Inc	242.80
125029	Ctr for Education & Employment Law	241.95
124847	Community College League of Calif	240.00
124894	Samy's Camera	239.85
125017	AT&T	239.11
124812	Adams, Tricia	234.90
124864	Go With Jo Travel .	233.90
125032	FAES Inc	225.00
124901	The Shredders	224.00
124862	Go With Jo Travel	221.90
125031	Emergency Medical Products Inc	220.49
125054	JW Pepper & Son Inc	218.41
125045	Hilti Inc	214.69
125035	FRS Environmental	214.50
124672	Alco Target Co	208.77
124929	Air Pro Supply Inc	207.85
124694	Cartoon Bank	203.65
124690	Board of Registered Nursing	200.00
124830	Bentley, Cale	200.00
124940	Board of Registered Nursing	200.00
124863	Go With Jo Travel	193.90
124718	Hub Auto Supply	192.44
124778	Triarch Inc	191.68
124955	Fisher Scientific	190.52

	·

125022	Bob's Shade & Linoleum	190.08
124769	Dejah Swingle	186.00
124834	Besam Entrance Solutions	185.00
125042	Hardy Diagnostics	182.12
124904	Quy Tran	181.17
124857	Fisher Scientific	180.15
124772	The Shredders	175.00
124865	Go With Jo Travel	174.90
125073	Pitney Bowes	174.53
124866	Go With Jo Travel	174.40
124819	AT&T	174.01
124822	AT&T	174.01
125016	AT&T	172.96
124876	Kim, Daniel	169.12
125093	Shell Oil	166.15
125037	Ganahl Lumber Co	165.60
124696	CCC Bookstore	164.32
124781	Verizon California	161.45
124973	Samy's Camera	160.49
124841	Chacon, Valente	160.28
124934	American Red Cross	160.00
124879	Meixler Technologies Inc	155.40
124933	American Red Cross	155.00
124682	AT&T	154.36
124680	AT&T	152.91
124912	Waxie Sanitary Supply	152.19
124767	Cheryl Stewart	150.23
124810	ACHRO/EEO	150.00
124899	Storage Place	150.00
124739	Prince Enterprises Inc	149.12
124763	Southern Calif Edison Co	148.77
124675	Amer Council on Education	145.20
124906	United Capital Funding	142.13
124687	Balloons By Lucille Virgil	138.60
125100	Diane Sullivan	136.81
124815	Aircraft Spruce & Specialty Co	134.36
124689	Bishop Company	128.20
124950	Dunn Edwards	128.13
124736	Pharmedix	127.94
124715	Hardy Diagnostics	126.68
125021	Baker & Taylor	125.33
124740	Professionals in Human Resources Assn	125.00
124910	VWR International Inc	124.97
124681	AT&T	123.51
124954	Federal Express Corp	123.14
124700	CIT Technology Fin Serv Inc	122.84
125096	Smart & Final	122.57
124833	Berry, Steven	120.37
125114	Western Exterminator Co	110.00

		·		
•				

125115	Western Exterminator Co	110.00
125036	Fry's Electronics	109.83
124983	Turf Star Inc	109.70
124710	GG Skirts	108.25
125087	S & S Worldwide	105.53
124869	Home Depot	104.08
124734	Oxygen Service Co	101.40
124944	Carmen's Uniforms Inc	100.61
125101	Mary Thayer	99.00
125094	Sims-Orange Welding Supply Inc	98.71
124757	Shred-It	95.00
124683	AT&T	93.50
124840	Carroll Promotions Inc	87.76
124855	E & K Scientific Products Inc	86.38
125088	Loren Sachs	86.05
124946	Cintas First Aid & Safety	85.45
125065	New England Biolabs	84.73
124831	Berg, Gregory	84.00
124978	Smardan Supply Co- Orange Coast	82.97
125025	Chronicle of Higher Education	82.50
124987	Verizon California	81.41
125052	Johnny's Selected Seeds	81.40
125085	Ricoh Business Systems Inc	80.81
124728	Modern School Supplies Inc	77.35
124891	Rhino Electric Supply	77.29
124711	Jane Go	75.00
124737	Rita Powell	75.00
124811	ACHRO/EEO	75.00
125067	OC Auditor-Controller	75.00
124776	Toshiba Business Solutions	71.63
124948	Corporate Express	71.50
125013	Alamitos Auto Parts Inc - Napa	69.74
124896	Security Signal Devices	68.00
124846	Community College League of Calif	65.00
125062	Model Glass & Mirror	64.00
125084	Rhino Electric Supply	60.65
124679	AT&T	58.63
125059	Lillian Matthews	56.36
124745	Prudential Overall Supply Co	56.05
124746	Prudential Overall Supply Co	56.05
124747	Prudential Overall Supply Co	56.05
124692	Elizabeth Caluag	55.45
124836	Borja, Carlos	52.00
124762	Smog & Gas of Costa Mesa	50.00
125104	Transfer Center Directors Assn	50.00
125053	Rita Jones	49.54
125099	Stater Brothers	48.86
125086	Mary Roda	48.48
124880	Merlino, Angela J	48.00
		,5.00

			·	

124703	Constellation New Energy Inc	47.56
124741	Prudential Overall Supply Co	47.48
125080	Prudential Overall Supply Co	47.48
124766	Stater Brothers	46.76
124688	Bernan Associates	46.50
125057	Main Electric Supply Co	44.05
124960	HSBC Business Solutions	41.38
124860	Erica Gant	41.07
124957	Grainger	41.05
125023	Dave Bunnell	40.70
125097	Society of American Florists	40.00
124951	Eberhard Equipment	39.65
125046	Hitt Marking Devices Inc	39.54
124968	Orange Coast Auto Repair	39.51
125041	Harbor Freight Tools	37.45
124858	Ford Electronics Inc	32.33
124871	Hub Auto Supply	32.32
124708	Federal Express Corp	32.27
124881	Murdie, Cathy	32.00
125091	Security Signal Devices	29.95
124887	Hai Pham	29.84
124674	Amazon.com	26.44
124842	City of Huntington Beach	25.10
125102	Time Warner Cable	24.96
124837	Bride & Bloom Magazine	21.97
125048	Hub Auto Supply	21.53
124699	Cintas	17.95
124744	Prudential Overall Supply Co	17.81
124972	Prudential Overall Supply Co	17.81
124900	The Gas Company	17.03
125081	Prudential Overall Supply Co	16.04
124743	Prudential Overall Supply Co	15.68
125082	Prudential Overall Supply Co	15.68
124821	AT&T	15.51
124742	Prudential Overall Supply Co	15.18
124832	Bernan Associates	15.00
124748	Prudential Overall Supply Co	14.00
124877	Manjra, Farook	14.00
124770	The Gas Company	10.60
124685	AT&T	8.66
125069	Office Depot	8.29
125033	Federal Express Corp	8.11

Total 2,308,439.92

3.06.03 Check List for General Obligation Bond Fund

Meeting: 02/18/2009 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Agenda item Contents

POT

CheckApproval Bond.pdf2-18-09.pdf

Additional Administrative Content:

Created on 01/15/2009 at 03:09/FM by GCCDBudge. Lastupdate on 02/10/2009 by Jodi Rodriguez.

	,	

NUMBER	NAME OF VENDOR	AMOUNT
0124928	URS Corp Americas GWC Learning Resource Center	75,582.87
0124996	LPA Inc	65,768.00
	OCC Consumer Health & Lab Science	
0125123	Tri-Citi Electric	62,092.80
	OCC Consumer Health & Lab Science	
0124918	Atlas Track & Tennis	51,721.17
	OCC Upgrade Health/Wellness fac, & softball field	
0125001	TYR Inc	16,374.00
0124922	Digital Networks Group Inc	15,341.78
0125000	TYR Inc	13,288.00
0124921	Cordoba Corp	13,126.80
0124927	UCMI Inc	11,520.00
0124994	Elite Construction Equipment	9,717.47
0125122	Seville Group Inc	9,686.31
0125002	TYR Inc	9,132.00
0125119	Amtek Construction	8,946.00
0124998	Mobile Modular Management Corp	8,436.83
0124992	AM Associates	8,000.00
0124920	Commercial Door of OC Inc	5,954.55
0124925	Honeywell Int'l Inc	3,922.90
0125121	Geocon Consultants Inc	3,817.62
0124791	MTGL	3,442.00
0124793	SunGard Higher Education Inc	2,340.00
0124919	Chipman Moving & Storage	1,964.00
0124789	Edwards Service	1,688.37
0124917	Amer Geotechnical Inc	1,592.17
0124923	Edwards Service	1,200.00
0125120	Embee Technologies	1,131.54
0124995	Embee Technologies	1,014.29
0124790	Fastsigns	976.75
0124993	CW Driver	656.03
0124997	Main Electric Supply Co	376.36
0124924	Geocon Consultants Inc	299.80
0124792	Pardess Air Inc	297.50
0124999	Sehi Computer Products Inc	275.89
0124926	MTGL	63.00

Total \$ 409,746.80

		•	

3.06.04 Authorization for Special Payments - Orange Coast College

Meeting:

02/18/2009 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Agenda (tem Content Payment of \$1,400 for the 2009-2010 annual accreditation for END Program institutional fee payable to the Committee on Accreditation for Education in Electroneurodiagnostic Technology (CoA-END). This is

required for accreditation of the programs.

Additional Administrative Content

Greated on 01//15/2009 at 03:09 (PMI by Lynnanne) Minton. Last update on 02/11/2009 by Lynnanne Minton.

4.00 Action Items

Meeting:

02/18/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

Agenda Item Content

ACTION ITEMS

(Green Pages)

The following action items require individual motions and votes before these items can be implemented. Board actions which would have the effect of amending current District policies will be specifically noted. Current policies affected will be referenced.

Additional/Administrative Content

Created on 61/15/2009 at 03:09 PM by Laurie Swancutt. Last update on 02/10/2009 by Jodi Rodriguez, with the state of the s

	:	

4.01 Approval of Agreements - Coastline Community College

Meeting:

02/18/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

Agenda Item Content

a. Approve Amended Development Services Agreement with Advance Academy and the Coast Community College District (Coastline Community College) to develop an International Nursing Transitional Training Program

After review by the College President, Risk Services and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to approve an amended Agreement between Advance Academy and the Coast Community College District (Coastline Community College). The amendment extends the term of the Agreement through December 31, 2010, and modifies the Agreement to provide authorization for the right of assignment by Advance Academy. It is further recommended that the Board President, or designee, be authorized to sign the Agreement. (Prior Board Approval: 12/14/05. See Advance Academy Attachment #8)

Fiscal Impact: None



Additional Administrative Content

Action Agenda Details

Motion:

Greated on 01//15/2009 at 03:09 PM by Laurie Swancutt, Last update on 02/10/2009 by 4cd Rodriguez.

4.02 Approval of Agreements - Golden West College

Meeting:

02/18/2009 Regular Meeting

Category: 4

4. Action Items

Agenda Type: Action Public Access: Yes

Agenda Item Content

a. Approve Renew of the Non-Standard Agreement with Sallie Mae, Business Office Solutions for Tuition Pay and eDisbursements

After review by Risk Services and after consideration of CCCD General Counsel legal comments, the Vice Chancellor of Administrative Services recommends that the Board accept the Sallie Mae, Business Office Solutions' contract as is currently drafted for the purpose of disbursing student financial aid funds, EOPS and CARE grants; and, provide a tuition payment for students. It is recommended the Board authorize the Board President, or designee, to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Sallie Mae Attachment #3)

Fiscal Impact: Reduces charges for voided checks from \$15 to \$.50. Costs paid from General and Categorical Funds.



Sallie Mae Agreement.pdf

Additional Administrative Content

Action Agenda Datails

Motion:

Created on 01//15/2009 at 03/19 PM by Christinia Irvin. Last update on 02/11/2009 by Jodil Rodriguez.

	·			
		-		

4.03 Approval of Agreements - Orange Coast College

Meeting: 02/18/2009 Regular Meeting

Category: 4. Action Items

Agenda Type: Action Public Access: Yes

Agenda Item Content

 a. Approval of Independent Contractor Agreement between Coast Community College District (Orange Coast College) and Brailsford & Dunlevey Consultants to Perform a Campus Housing Feasibility Study

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 enter into an independent contractor agreement between the Coast Community College District (Orange Coast College) and Brailsford & Dunlevey for the purpose of performing a campus housing feasibility study beginning February 19, 2009, through July 31, 2009. (See Brailsford Attachment # 4).

It is further recommended that the Board President, or designee, be authorized to sign this Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: The consultant fee of \$49,660 and estimated reimbursable expenses of \$7,340 for a total of \$57,000 to be paid from OCC ancillary accounting funds.

b. Approval of Non-Standard Agreement between Coast Community College District (Orange Coast College) and SARS Software Products, Inc.

After review by District Risk Services with consideration of CCCD General Counsel legal comments, the Vice Chancellor of Administrative Services recommends that the Board accept the contract.with SARS Software Products, Inc. The vendor has not agreed to make changes to the software license agreement as previously submitted to the Board for approval on February 4, 2009, Therefore, given the dollar amount of the contract, the Title III Grant requirements to implement an early alert system, and the fact that the District has an over 11-year history with this vendor (SARS GRID and SARS CALL), the Vice Chancellor of Administrative Services recommends that the Board accept the SARS ALRT contract as is currently drafted. (See SARS Attachment #7).

It is further recommended that the Board President, or designee, be authorized to sign this Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Orange Coast College to pay a one-time amount of \$9,096.25 and \$1,350 annually thereafter from Title III Grant funding.





Brailsford & Dunlevey IC Agreement.pdf SARS_ALRT.pdf

Additional Administrative Content

Greated/on/01/N5/2009/att0309/PMby/Lynnanne/Minton, Lastrupdate/on/02/n1/2009/by/Christian/Teater.

	•		
-			

4.04 Approval of Agreements - District

Meeting: 02/18/2009 Regular Meeting

Category: 4. Action Items
Agenda Type: Action (Consent)

Public Access: Yes

Agendalitem Content

a. Approve Agreement with Milliman Consultants and Actuaries to Provide an Actuarial
 Attestation in Order for the Coast Community College District to Receive the Medicare Part D
 Employer Subsidy from the Centers for Medicare and Medicaid Services (CMS)

The Coast Community College District provides retirees and their eligible dependents with medical and prescription coverage. The Centers for Medicare and Medicaid Services (CMS) provides a subsidy to employers who provide retirees over age 65 with creditable prescription coverage. Creditable coverage is coverage that is equal to or better than the Medicare D prescription plan offered through Medicare. In order to verify that the prescription plan through the District is creditable, an actuary has to attest to the fact that the coverage is creditable.

After review by the Vice Chancellor for Human Resources, it is recommended by the Acting Chancellor that the Board of Trustees approve the Aggreement with Milliman Consultants and Actuaries to provide an actuarial attestation that the Coast Community College District provides creditable coverage and qualifies for the plan sponsor subsidy available under Medicare Part D.

It is further recommended that the Board President, or designee, be authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #6)

Fiscal Impact: \$4500/per year

b. Approve Agreement with Townsend Public Affairs (TPA) for District Legislative Advocacy and Public Relations Services

At the request of the President of the Board of Trustees and Board Clerk, it is recommended by the Acting Chancellor the Coast Community College District approve the Agreement with Townsend Public Affairs (TPA, to perform legislative advocacy consulting services in Sacramento, California and Washington, DC. The scope of work for these legislative advocacy services shall be as specified in the TPA proposal (including but not limited to the acquisition of funding for career and technology and green educational programs), including other services as directed by the Board of Trustees or Chancellor.

The contract shall be month to month, with a term from February 19, 2009 through December 31, 2009, subject to termination by either party upon giving 30 days written notice. The monthly retainer for these services shall be \$5,000 per month, plus actual reasonable and necessary costs approved by District.

It is further recommended that the Board President, or designee, be authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 9)

Fiscal Impact: \$5,000 per month

Additional Administrative Content

Printed 02/11/2009 Page 1

	·			
·				
			4	

Agenda Item

4.05 General Items of Business - Coastline Community College

Meeting:

02/18/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

Agenda Item Content

a. Approval of Exemption for District from Local City Zoning Requirements and Designation of District as "Lead Agency" for CEQA Purposes pertaining to Real Property at 1505-1515, 1527-1533 Monrovia Avenue, Newport Beach, CA.

Per College staff discussions with City of Newport Beach staff, the College is seeking to position itself to meet or exclude itself from local zoning requirements and to have the Coast Community College District designated as the Lead Agency for CEQA requirements and potential environmental impact reports that may be necessary for the development of the Real Property.

After review by the College Vice President of Administrative Services, it is recommended by the College President/Acting Chancellor that the Board of Trustees approve an exemption for the Coast Community College District from local zoning requirements. It is further recommended that the Board of Trustees designate the Coast Community College District as Lead Agency for CEQA requirements and potential environmental impact reports.

Additional Administrative Content

Greated on 01/15/2009 at 03:09 PM by GCCDAdsvc. Last update on 02/12/2009 by Christian Teeter.

Agendaltem

4.06 General Items of Business - District

Meeting:

02/18/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

Agenda Item Content

a. Authorization to Employ the Services of John Breihan, to Serve as Interim Associate Vice Chancellor

After review by the Acting Chancellor, it is recommended that the Coast Community College District employ the services for John Breihan, to serve as Interim Associate Vice Chancellor. In his capacity as Interim Associate Vice Chancellor, Mr. Breihan will serve the District three days per week at the rate of \$650 per day, effective February 20, 2009 through June 30, 2009.

The Vice Chancellor of Administrative Services is directed to prepare the Independent Contractor Agreement and the Board President is authorized to sign the Agreement and any related documents, indicating approval by the Board.

Fiscal Impact: \$1,950 per week, not to exceed \$32,500

Additional Administrative Content

Created on Today at 08:32 AM by CCCDAdsvc: Last update on 02/12/2009 by Christian Teeter.

,			
		• .	
		,	

Agenda Item

4.07 Buildings and Grounds

Meeting:

02/18/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

Agenda litem Content

a. Approve Agreement with Southland Industries; Golden West College Energy Upgrade



BuildingsAndGrounds0218.pdf

Additional Administrative Content

Created on 01/15/2009 at 03:09 PM by CCCDBG. Last update on 02/12/2009 by Jodi Rodriguez, in the control of the

	·		

Agenda Item

4.08 Resolutions

Meeting:

02/18/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

Agenda Item Content

a.

Coast Community College District Board of Trustees Resolution #09-12 Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meeting

WHEREAS, California Education Code Section 72425 provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board"; and

WHEREAS, on February 18, 2009 the Board of Trustees of the Coast Community College District held a Special Board meeting; and

WHEREAS, Trustee Mary L. Hornbuckle was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Hornbuckle's absence was due to hardship;

THEREFORE, BE IT RESOLVED, that Trustee Mary L. Hornbuckle shall be paid at the regular rate of compensation for the Board meeting on February 18, 2009.

Additional Administrative Content

Action Agenda Details

Motion:

Greated on Today at 08:06 AM by CCCDAdsvc. Last update on 02/12/2009 by Christian Tester.

	·	

Agendaltem

4.09 Policy Implementation

Meeting: 02/18/2009 Regular Meeting

Category: 4. Action Items

Agenda Type: Action Public Access: Yes

Agenda Item Content:

a. Adoption of Student Representative, Board of Trustees Policy 010-2-14

After review by the District Student Council, it is recommended by the Student Trustee that the Board adopt Policy 010-2-14 as listed in the February 18, 2009 Agenda.

INTRODUCTION

(Board of Trustees)

Adopted 12/14/83 Revised 02/17/99 Revised 08/16/06

STUDENT REPRESENTATIVE, BOARD OF TRUSTEES

There shall be included within the membership of the Board of Trustees a non-voting student who shall be selected and shall serve in accordance with procedures established by the Board and set forth in Section 010-2-9.1. The Student Trustee of the Coast Community College District shall meet these minimum qualifications:

- 1. The District Student Trustee shall be enrolled in, and complete at least five units per semester, as a student of the Coast Community College District in both the Fall and Spring semesters of his/her term of office. In addition, the following requirements shall be met:
 - a) Hold at least a 2.0 cumulative GPA when applying for the position.
 - b) Maintain at least a 2.0 GPA during the term of office.
- 2. The Student Trustee may not have been on academic probation or under disciplinary sanction from a Coast Community College District college during the academic year prior to the term of office being sought or during the term of office as Student Trustee.
- 3. The Student Trustee must be at least 18 years of age before assuming office.
- 4. Student Trustee acts as a representative voice for students in the Coast Community College District.
- Student Trustee shall chair District Student Council Meetings.

Student members are authorized to make and second motions at Board meetings. Student members may further designate for the record their support or opposition to any matter prior to the official Board vote. This designation, however, shall not be counted in the official vote. A designation shall be recorded in the Board meeting minutes. Such student shall have the right to attend all meetings of the Governing Board except those meetings prohibited by Education Code 72023.5(a)(2) or when the Board is in closed session. Such student member shall serve only one term commencing June 1 and ending May 31 of each year and shall not be eligible to succeed himself/herself.

Education Code 72023.5

		,	

b. Adoption of Student Representative Selection Process

After review by the District Student Council, it is recommended by the Student Trustee that the Board adopt Policy 010-2-14.1 as listed in the February 18, 2009 Agenda.

INTRODUCTION

(Board of Trustees)

010-2-14.1 Revised 09/18/85 Revised 08/20/86 Revised 06/26/91 Revised 07/21/93 Revised 09/06/95

STUDENT REPRESENTATIVE SELECTION PROCESS DRAFT

One student, enrolled in a attendant at a member enrolled in any college member or colleges of the Coast Community College District, shall be elected every year to serve as Student Trustee member of the Board of Trustees of the Coast Community College District.

The Student Trustee shall not be required to enroll during any summer session of the District.

TERM OF OFFICE:

The term of office of the Student Trustee shall be from June 1 of each year to May 31 of the next year.

MANNER OF ELECTION OF STUDENT TRUSTEE:

Any student of the Coast Community College District may apply to be Student Trustee on the form provided by the Chancellor's office. (A copy of this form may be found in Administrative Procedure 0010-2-9.1.) This form shall be returned to the District Advisor of the Coast Community College District Student Council who will determine if all minimum qualifications are met. The names of the applicants meeting minimum qualifications, along with a summary of their qualifications, shall be submitted to the *District* Student Council. All other applications shall be discarded.

Student Trustee applicants must follow the approved procedures reviewed annually by the District Student Council and by the advisors.

The *District* Student Council shall, at its option, may interview all or any of the candidates before voting. When applicants are interviewed, interview questions must be previously cleared through the *District Student Council* Advisor and the *Vice Chancellor of Human Resources*. so that questions are consistent with Affirmative Action requirements.

When all questions have been answered-the The <u>District</u> Student Council shall, by secret ballot in <u>open public session</u>, elect the person deemed best qualified to represent the students of the colleges in the position of Student Trustee.

A simple majority of the <u>District</u> Student Council Selection Committee, the chairperson abstaining, shall be required to elect. The District Student Council Selection Committee shall be comprised of equal membership from each college with the current Student Trustee acting as chair. The membership from each college shall be two (2) representatives from the campus student government organization, selected by that organization to represent them on the District Student Council Selection Committee. A simple majority shall be a minimum of four (4) of the six members. In the event of a deadlock, the chair may cast the deciding vote. The final vote is to be taken during public meeting of the District Student Council Selection Committee.

		·			
			·		

In the event that there shall be no more than a single candidate for the position, such candidate may be elected by a simple majority of a quorum of the <u>District Student Council</u>. A candidate so elected may not succeed himself/herself. A quorum shall be a <u>minimum of six more than fifty percent of the members of the District Student Council</u>, provided that each college is represented, and excluding the Student Trustee.

In the event of deadlock, the chairperson may cast the deciding vote.

In the event that no agreement on a candidate can be reached on the first vote, then successive votes may be taken after the elimination of the candidate (s) receiving the lowest numbers of votes until a remaining candidate receives the majority vote. or there is no quorum, by the last Student Council—meeting in May, then the Student Council—shall—explore the following options and make—its-recommendation to the Board as appropriate:

In the event that there is no quorum to select the new Student Trustee by the last District Council meeting in May, then the District Student Council shall recommend that the current Student Trustee remain in office until the new Student Trustee is selected and to repeat the recruitment and selection process within four (4) months from the end of the previous Student Trustee's term (June 1 – September 30). In the event that the secondary selection process is not successful in selecting a new Student Trustee, the District Student Council may recommend to the Board that the position remain vacant for the academic year.

- Option 1: Report to the Board that the Student-Council is deadlocked and recommend that the Student-Trustee's position remain unfilled until the deadlock is resolved.
- Option 2: Recommend that the current Student Trustee continue until new Student Trustee is selected.

ADDITIONAL QUALIFICATIONS FOR ELECTION AS STUDENT TRUSTEE:

In addition to the minimum qualifications for the Student Trustee set forth in Board Policy 010-2-9, the Coast Community College District Student Council may, at its option, identify additional qualifications reasonably related to the position of Student Trustee. Such qualifications may include but may not necessarily be limited to, the ability of the student to serve during the entire term of office; a minimum-number of units taken each semester while in office in addition to the minimum required by law, requirements relating to previous enrollment as a student of the Coast Community College District, requirements of meeting with the Associated Students of each campus on a regular basis during the term of office.

Additional qualifications identified by the *District* Student Council must be approved by a minimum of two-thirds of the entire membership, the chairperson abstaining. Upon approval they shall be presented to the Student Advisory Council of Coastline Community College, the Student Council of Golden West College, and the *Orange Coast College Associated Student Senate* for acceptance before submittal to the Board of Trustees of Coast Community College District for approval and adoption.

REMOVAL OF STUDENT TRUSTEE:

A Student Trustee shall be removed from office if and when he/she fails to meet the qualifications of this office. A Student Trustee may be removed from office, for just cause, by the affirmative vote of seven of the nine members of the Student Council. The Student Council may conduct such a vote on its own motion or at the request of the Coastline Community College Student Advisory Council, the Golden West College Student Council, or the Orange Coast College Associated Student Senate.

Basis for removal by the Student Council shall include:

- Failure to attend at least three consecutive regularly scheduled Board meetings for other than good cause;
- Such other reasons as may be identified by the Student Council, providing that such reasons shall be approved by the Board of Trustees of Coast Community College District;
- The student member shall be removed for any reason as is otherwise specified or required by law.

The District Student Council shall make reasonable efforts to consult with the Student Trustee prior to any action to remove said Trustee from office and shall review its findings with representatives of each college, the District Administration, and the District Board of Trustees prior to final action.

If the Student Trustee is removed from office, and no alternate has previously been identified by the *District* Student Council, a successor shall be elected by the *District* Student Council as soon as reasonably possible. Such successor shall serve for the remainder of the original term. The manner of election shall be as previously required by this policy.

DISTRIBUTION OF MATERIALS:

The Student Trustee shall receive all materials presented to the other Board members except for such materials as may relate to a matter to be considered in or acted upon by the Board during closed session.

Immediately prior to or at the beginning of the term of office of the Student Trustee, the Secretary of the Board of Trustees shall deliver to the Student Trustee a copy of this policy. District Student Council members shall also receive a copy of this policy.

MILEAGE:

The Student Trustee shall be entitled to the mileage allowance provided the regular Trustees.

Created on Today, at iOS10/AMby@@@DAdsvc. Last update on 02/12/2009 by Jodi Rodriguez.

Additional/Administrative Content

	•			
-				
		~		
	e e			

Agendaltem

5.00 Public Comment

Meeting:

02/18/2009 Regular Meeting

Category:

5. Public Comment (Items not on the Agenda)

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. Public Comment regarding matters not on the Agenda will be taken at this time. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the <u>Brown Act</u>. 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

Greated on 01/15/2009 at 03:09 F/M by Jodi Rodi; gusz. Last update on 02/10/2009 by Jodi Rodi; gusz.

		÷	
<u>.</u>			
·			

Agenda Item

6.00 Adjournment

Meeting:

02/18/2009 Regular Meeting 6. Adjournment

Category: 6. Adjournment Agenda Type: Information Public Access: Yes

Agenda Item Content

Additional/Administrative@ontent

Created on 01//15/2009 at 03:09 PM by Nancy Hill. Last update on 02/10/2009 by Jodi Rodriguez.

·		

COAST COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES' DIRECTIVES LOG

Prepared by the Manager of Board Operations

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
1	8/15/07	Walt Howald	Academic Senate Presidents & College Presidents Vice Chancellor of Admin. Svs.	Report back to the Board on the how the new Banner Software is working after its implementation. Report on Banner's efficiency.	March 18, 2009 Workshop	
2	3/5/08	Jerry Patterson; 2 nd Jim Moreno	Acting Chancellor	Review of Management, Faculty and Classified Hiring Policies. Establish Timelines for review process. Return to Board for Reconsideration. Outline Process for Board Discussion.	Pending	P
3	3/5/08	Jerry Patterson; 2 nd Walt Howald	Staff	Revisit Participatory Governance Policies and Procedures	Pending	P
4	5/7/08	Jerry Patterson; 2 nd Armando Ruiz	Board Clerk/Secretary of the Board	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. A policy will be drafted that describes a dollar amount and other details, and will be submitted for review on March 4,	March 4, 2009	P
5	7/16/08	Walt Howald; 2 nd Jim Moreno	Acting Chancellor	The Vice Presidents at the three colleges, Academic Senate Presidents among other District-wide groups will discuss coordination of college curricula matters including CTE and occupational course and program duplication.	March 4, 2009	P P
6	8/6/08	Jerry Patterson; 2 nd 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	Pending	P

# 544	Meeting Date	Requested via Action- by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
7	9/17/08	Jim Moreno; 2 nd Mary Hornbuckle	Acting Chancellor	Provide status of diversity in the District. 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	Pending	P
8	10/15/08	Mary Hornbuckle; 2 nd Michael Battistone	Vice Chancellor Administrative Services	Review in 6 months of success of facility rentals and make recommendations of what adjustments are necessary	April 1, 2009	
9	12/10/08	Jim Moreno; 2 nd Mary Hornbuckle	Vice Chancellor Human Resources	Travel Moratorium: Refer with report back to meet with unions regarding specifics of Agreements to see areas that can be decided in the futureStaff, Trustees travel	March 18, 2009 Workshop	
10	1/7/09	Jerry Patterson; 2 nd Jim Moreno	Board President/District General Counsel	Report to Board ongoing cost on a monthly basis with invoices of Barboza & Associates, reviewed by General Counsel and approved by Board President	Ongoing	
11	9/17/08		Acting Chancellor	Develop Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	Pending	P
12	2/09/09	Walt Howald 2 nd Mary Hornbuckle	Acting Chancellor	Report back in a Year to see how the Adoption of Accountability Reporting for Community Colleges is working.	February 2010	
13	9/17/08		Acting Chancellor and Vice Chancellor of Human Resources	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.	Pending	P
14	9/17/08		Acting Chancellor	Refine and advance the relationship among the three college's 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 will also play a far significant role in helping the colleges to collaborate, respond to local need, and allocate funding accordingly.	Pending	p



Orange Coast College Transfer Center / Articulation 2008 - 2009 Year Goals

ž

Goals: Transfer Center

Goals	Measurement Strategy	Program	
Outreach to historically underrepresented (African-American, Latino, Native American) students from local feeder high schools.	Count number of student contacts. Key informant interview (TOP Coordinator/Staff Assistant Transfer Center/TOP Counselor)	Transfer Center/TOP Transfer Center	
Serve on key Intersegmental committees that directly impact the transfer student population at Orange Coast College.	Key informant review (Transfer Center Coordinator/Transfer Center Counselor/ Articulation Officer)		
Ensure that students and counseling faculty receive accurate and up to date transfer information.	Key informant review (Transfer Center Coordinator/Transfer Center Counselor/ Articulation Officer)	Transfer Center	
As a member of the UCOP Data Sharing Project, follow up with all OCC students who applied for Fall 2009 transfer to a UC campus.	Contact count. Key informant interview (students)	Transfer Center	

Maintenance Goals: Transfer Center

Goals	Measurement Strategy	Program	
Work with the Office of Institutional Research to better track OCC transfer students.	Count comparison using August 1998 as a baseline	Transfer Center/Office of Institutional Research	
Maintain the number of students applying for transfer to UCs and CSUs.	Count comparison of those applying for transfer with 1998-99 as a baseline	Transfer Center/Office of Institutional Research	
Encourage ongoing interaction between Orange Coast College and neighboring four-year institutions.	Key informant review (Transfer Center Coordinator/Articulation	Transfer Center	

Goals	Measurement Strategy	Program
	Officer)	
Simplify student access to transfer information and maintain resources from 4-year institutions in the Transfer Center and on our website.	Student survey	Transfer Center
Increase student access to and counselor utilization of Project ASSIST.	Student survey, Counselor survey	Transfer Center
Provide students the opportunity to tour four-year campuses.	Key informant interview (Transfer Center Coordinator/Staff Assistant Transfer Center)	Transfer Center
Review transfer admission agreements on an annual basis, and modify as needed.	Key informant interview (Articulation Officer)	Transfer Center/Articulation
Monitor the progress of TOP freshmen students through progress reports and provide support to increase retention to the point of transfer.	Key informant interview (Transfer Center Coordinator/TOP Counselor)	ТОР
Mailings to students on transfer related events and activities via mail and e-mail.	Key informant interview (Transfer Center Coordinator/Staff Assistant Transfer Center)	Transfer Center
Provide support for students applying to transfer to UC, CSU, independent and out-of-state institutions. (workshops, group and individual appointments)	Key informant interview (All Transfer/TOP Center faculty and staff)	Transfer Center
Meet with Transfer Center Advisory Committee on an annual basis to plan for the future.	Key informant interview (All Transfer/TOP Center faculty and staff)	Transfer Center
Continue to survey OCC students on their satisfaction with the Transfer Center and TOP.	Student survey	Transfer Center/TOP
Increase awareness of the transfer process by providing classroom presentations and maintaining a visual presence on campus.	Key informant interview (Transfer Center Coordinator/Staff Assistant Transfer Center)	Transfer Center/ Instructional Division Deans
Support transfer student progress, making	Key informant interview	Transfer Center

Goals	Measurement Strategy	Program
appropriate referrals to campus services when needed.	(All Transfer/TOP Center faculty and staff)	

Goals: Articulation

Objectives	Measurement Strategy	Program
Develop new articulation with Private four year institutions within California	Key informant interview (Articulation Officer)	Articulation
Develop CSU lower-division transfer pattern (LDTP) course agreements	Key informant interview (Articulation Officer)	Articulation
Assist faculty in the revision or development of new courses for UC transferability to expand lower division major preparation offerings	Key informant interview (Articulation Officer)	Articulation
Develop stronger course to course articulation for majors in Physical and Life Sciences, including Computer Science, throughout the state.	Key informant interview (Articulation Officer)	Articulation

Maintenance Goals: Articulation

Objectives	Measurement Strategy	Program
To maintain the lower division curriculum guides, both printed and electronic versions.	Key informant interview (Articulation Officer)	Articulation
To continue to participate in articulation projects.	Key informant interview (Articulation Officer)	Articulation

	•	
		:
		. *
		•

AGREEMENT

THIS AGREEMENT is made as of December 31, 2008 (the "Effective Date") by and between COAST COMMUNITY COLLEGE DISTRICT (ORANGE COAST COLLEGE, GOLDEN WEST COLLEGE, AND COASTLINE COMMUNITY COLLEGE) (the "Client") and SALLIE MAE BUSINESS OFFICE SOLUTIONS, a division of Sallie Mae, Inc., a Delaware corporation ("Solutions").

WHEREAS, the Client desires to utilize all of or some of Solutions' Business Office Suite ™ Electronic Payment Gateway Services, Electronic Bill Presentment and Payment Services, Net.Shop On-line Shopping Services, Interactive Voice Response Services, Statement Processing Services, Payment Processing, Tuition Payment Plan, Lockbox Services, 1098 Tax Credit Reporting Services, and/or POS / ARC services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENTS.

- Business Office SuiteTM Electronic Payment Gateway Services. If indicated here , Solutions hereby agrees to provide its Electronic Payment Gateway Services to the Client. Solutions' Electronic Payment Gateway Services include transmitting ACH checking or savings account information and credit card settlement information through various merchant processors, including but not limited to NDC, MAPP, Vital, and FDC, for deposit to a designated bank account and financial institution to be designated in writing by the Client, providing real-time validation of credit card transactions and customized transaction and settlement reports to each entity or department within the Client designated in writing by the Client, and archiving of transaction history and availability of that history via the internet. For ACH transactions, the route transit number will be validated prior to delivery to a financial institution.
- 1.2 Business Office SuiteTM Electronic Bill Presentment and Payment Services. (a) If indicated here \square , Solutions hereby agrees to implement on behalf of the Client its Internet bill presentment and payment system ("Business Office Suite Services").
- (b) Within Business Office Suite Services, the Client shall approve the content and appearance of the ebill including the frequency of bill presentment, invoice and remittance file format, payment options, and links to other information on the Client's web-site. The Client and Solutions shall cooperate in designing and implementing an informational campaign aimed at informing the Client's students about Business Office Suite Services. Each Client student registering to use Business Office Suite Services shall be required to agree to Solutions' standard terms and conditions.
- 1.3 Net.Shop On-line Shopping Services. If indicated here □, Solutions hereby agrees to provide its Net.Shop On-line Shopping Services to the Client. Solutions'

Net.Shop On-line Shopping Services include displaying the Client's merchandise, tickets, and fundraising programs via a link from the Client's web site. Solutions' will manage the site and provide design and development of the site as designated by the Client. Solutions' will transmit credit card settlement information for transactions through its Net.Shop On-line Shopping Services through various merchant processors, for deposit to a designated bank account and financial institution to be designated in writing by the Client, providing real-time validation of credit card transactions and customized transaction and settlement reports to each entity or department within the Client designated in writing by the Client, and archiving of transaction history and availability of that history via the internet.

- 1.4 Interactive Voice Response Services. If indicated here \square , Solutions hereby agrees to provide its Interactive Voice Response Services to the Client, Solutions' Interactive Voice Response Services include providing a 1-800 number to initiate a touch-tone payment, transmitting ACH checking or savings account information and credit card settlement information for deposit to a designated bank account and financial institution to be designated in writing by the Client, providing real-time validation of credit card transactions and customized transaction and settlement reports to each entity or department within the Client designated in writing by the Client, and archiving of transaction history and availability of that history via the internet. For ACH transactions, the route transit number will be validated prior to deliver to a financial institution.
- 1.5 Statement Processing Services. If indicated here , Solutions hereby agrees to provide its Statement Processing Services to the Client. Solutions' Statement Processing Services include receiving the Client's billing file, via electronic media or other mutually acceptable media, printing of customized statements, inserting up to four inserts or brochures and stamping and mailing of the statements via the United States Postal Service.

- 1.6 Payment Processing and Lockbox Services. If indicated here □, Solutions hereby agrees to provide its Payment Processing Services to the Client. Solutions' Payment Processing Services will be provided through its Wilkes-Barre, Pennsylvania Lockbox. The Lockbox services to be provided to the Client by Solutions' include but are not limited to mail pickup, remittance scanning, check encoding, endorsing, microfilm and image capture, preparation of cash letters, and deposit and statistical reports, exception processing, transmission of remittance data to the Client's accounts receivable system and delivery of deposit information.
- 1.7 Tuition Payment Plan. If indicated here \boxtimes , Solutions hereby agrees to provide its Tuition Payment Plan to the Client. Solutions' Tuition Payment Plan includes receiving the Client's billing file, via electronic media or other mutually acceptable media, development of the enrollment and payment pages branded to the Client, and coordinating with the Client the content of the system including the frequency of payment options, invoice and remittance file format, payment options, and links to other information on the Client's web-site. Description of services is attached as Exhibit 2 hereto.
- 1.8 1098 Tax Credit Reporting. If indicated here \square , Solutions hereby agrees to provide its 1098 Tax Credit Reporting Services to the Client. Solutions' 1098 Tax Credit Reporting services include receiving the Client's billing file, via electronic media or other mutually acceptable media, filing the appropriate information to the IRS, and creating an Internet based system for students and administrators to have access to the 1098 reporting documents.
- Advance Payment System. If indicated here \square , Solutions hereby agrees to provide its Advance Payment System to the Client. Solutions' Advance Payment System include storing transaction information until the transaction date, transmitting ACH checking or savings account information and credit card settlement information through various merchant processors for deposit to a designated bank account and financial institution to be designated in writing by the Client, providing real-time validation of credit card transactions and customized transaction and settlement reports to each entity or department within the Client designated in writing by the Client, and archiving of transaction history and availability of that history via the internet. For ACH transactions, the route transit number will be validated prior to delivery to a financial institution.

1.10 Refund Disbursement Service. If indicated

here X, Solutions hereby agrees to provide its Refund Disbursement Module to the Client. Solutions' Refund Disbursement Module includes a web-based system hosted by Solutions for automated fulfillment of credit disbursements. Upon the receipt of disbursement files

from the Client, Solutions will initiate and process an ACH transaction or paper check payment, create and send positive pay files, and provide on-line notification of funds settlement. If elected by Client, Solutions shall issue Tuition Refund Prepaid Debit Card to student of the Client in the amount of the refund. In the event that Solutions has already issued a card to a student, Solutions shall apply future refunds to the card previously issued.

Client will initiate an ACH credit, for next business day settlement to Sallie Mae's designated bank account for the amount of the Refund Disbursement file. Should this credit not be received or returned for any reason, Client understands that it will be obligated to compensate Sallie Mae for its cost of funds at the Federal Reserve Effective rate as posted in the Wall Street Journal for the days that Sallie Mae is out the funds.

- 1.11 Point of Sale and Accounts Receivable Conversion. If indicated here \square , Solutions hereby agrees to provide its Point of Sale and Accounts Receivable Conversion Services to the Client. Solutions will provide the Client with a check imagining device and a secured web site managed by Solutions, where the client can maintain check images for up to two years.
- **1.12 Customer Service.** Solutions shall provide customer service and technical support to the Client.
- 1.13 Other Documents. The Client hereby agrees to execute, in connection with any services provided by Solutions to the Client under this Agreement, such other documents and certificates as may be reasonably requested by Solutions.
- 1.14 Exclusivity. During the term of this Agreement, the Client agrees that Solutions shall be the exclusive provider to the Client of the Services checked above.
- 1.15 Chargebacks. For Clients using any of Solutions refund or disbursement services, Client hereby agrees to pay to Solutions all funds that Solutions is obligated to return, refund or pay to any students of Client in excess of the amount of funds that Client previously provided to Solutions with regard to each such student. As an example, if Client provides Solutions with \$500 to refund to Student A via debit card, and Student A spends the \$500 on the debit card but then disputes \$200 of the debit card charges, Solutions will be required to put an additional \$200 on Student A's debit card, and Client will be obligated to promptly pay such \$200 to Solutions.

2. PAYMENT TERMS.

2.1 Pricing Schedules. Client agrees to the fees and charges under this Agreement are set forth on the Pricing Schedule attached as Exhibit 1 hereto. These fees and charges are subject to change at any time subject to the Client's prior approval, which shall not be unreasonably withheld. In addition, Client agrees to pay Solutions for

all credit card and similar charges incurred by Solutions for returned or disputed credit card and like payments and related convenience fees.

2.2 General Payment Terms. Solutions shall submit an invoice to the Client each month, covering the fees and charges for the previous month. Except as otherwise specifically provided in any Exhibit or Addendum to this Agreement, all charges shall be due and payable 30 days from the invoice date or the delivery date, which ever is last. Charges due by the Client shall not be subject to set off for any claims against Solutions. All payments made shall be in United States currency and shall be made without deductions based on any taxes or withholdings. Any amounts payable by the Client hereunder which remain unpaid after the due date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

2.3 Taxes.

- (a) End-Users Taxes. The Client shall promptly provide Solutions with a properly executed certificate of exemption for all foreign, federal, state, county and local taxes and fees (if any) and shall be responsible for the collection of all applicable end-user taxes and fees and the remittance of such taxes and fees to the relevant governmental authority.
- (b) Sales Taxes. The fees and charges listed in this Agreement do not include taxes. If Solutions is required to pay sales, use, property, value-added, or other taxes based on the licenses or services granted or provided under this Agreement, then such taxes shall be billed to and paid by the Client, on a monthly basis. This shall not apply to taxes based on Solutions' income.

3. RECORDS.

Solutions hereby agrees to maintain adequate books and records in connection with activities under this Agreement. Such records shall include, without limitation, retention of any microfilm and image capture, cash letters, deposit and statistical reports, exception reports, and remittance data. The Client may audit the relevant books and records of Solutions. Any such audit shall be conducted only after five (5) business days prior written notice during regular business hours at Solutions' offices and shall not interfere unreasonably with Solutions' business activities. Audits shall be made no more than once annually.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall be valid for a period of three (3) years unless terminated earlier as set forth herein. This Agreement shall automatically renew for an additional one (1) year term unless either party provides ninety (90) days written notice to the contrary prior to the

expiration of the term. In the event that the parties do not elect to renew the agreement, the Client shall continue to pay Solutions for any fees and charges incurred prior to and through the date of termination of this Agreement.

- 4.2 Termination for Breach. Each party may terminate this Agreement upon 10 days prior written notice if the other party materially breaches this Agreement and fails to correct the breach within 30 days following written notice specifying the breach.
- 4.3 Force Majeure. Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, natural disaster, or other similar cause beyond such party's control, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible, and provided further that the other party may terminate this Agreement if such condition continues for a period of one hundred eighty (180) days.
- 4.4 Effect of Termination. The termination of this Agreement or any license shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall such termination relieve the Client's obligation to pay all charges and fees that have accrued or that are owed by the Client under this Agreement. The parties' rights and obligations under Articles 5, and 6 shall survive termination of this Agreement. Upon termination, the Client shall cease using, and shall return or destroy, all copies of the applicable programs.

5. WARRANTIES AND REMEDIES

- 5.1 Warranties. To the extent that Solutions provides any programs, media or services as part of or as a supplement to the Business Office Suite Services, Statement Processing Services or Payment Processing Services, the following shall apply:
- A. Program Warranty. Solutions warrants for a period of one year from the Effective Date that each unmodified program will perform the functions described in the documentation accompanying the program (the "Documentation").
- B. Media Warranty. Solutions warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for 90 days from the Effective Date.
- C. Services Warranty. Solutions warrants that its Internet bill presentment and payment systems, its lockbox services, and its technical support and training services will be performed consistent with generally accepted industry standards. This warranty shall be valid for 90 days from performance of service.

- D. DISCLAIMERS. THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- **5.2** Exclusive Remedies. For any breach of the warranties contained in Section 5.1 above, the Client's exclusive remedy, and Solutions' entire liability, shall be:
- A. For Programs. The correction of program errors that cause breach of the warranty, or if Solutions is unable to make the program operate as warranted, the Client shall be entitled to recover the fees paid to Solutions for the program license.
- B. For Media. The replacement of defective media returned within 90 days of the Effective Date.
- **C. For Services.** The re-performance of the services, or if Solutions is unable to perform the services as warranted, the Client shall be entitled to recover the fees paid to Solutions for the unsatisfactory services.
- 5.3. Limitation of Liability. Solutions' liability for damages hereunder shall in no event exceed the amount of fees and charges paid by the Client under this Agreement, and if such damages result from the Client's use of the services, such liability shall be limited to fees paid for the relevant services giving rise to the liability.

5.4 Liability Of Third Party Vendors Or Sub-

Contractors. Solutions may perform any of its duties hereunder either directly or by or through agents, contractors or sub-contractors, and Solutions not be responsible for any misconduct or negligence on the part of, or for the supervision of, any such agent, contractor or sub-contractor appointed with due care by it hereunder.

6. MISCELLANEOUS.

- 6.1 Entire Agreement. This Agreement (including all exhibits hereto) contains the complete agreement among the parties concerning the subject matters hereof, and supersedes any and all other agreements, understandings, and representations between the parties, written or oral.
- 6.2 Representation of Authority. Each party represents and warrants to the other that the execution and delivery of this Agreement and performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal obligation of such party and is enforceable in accordance with its terms.
- **6.3** Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Neither party

may assign its rights and obligations hereunder without the prior written consent of the other party; provided however that the prior written consent shall not be required for any such assignment to an entity controlling, controlled by or under common control with the assigning party.

- **6.4 Headings.** The headings in this Agreement are for convenience of reference only and shall not control or affect its interpretation.
- 6.5 Waivers and Amendments. No waiver or modification of this Agreement or of any covenant, condition or limitation of this Agreement shall be valid unless memorialized in writing executed by the party to be charged therewith. No waiver of any breach of this Agreement shall constitute a waiver of any other breach.
- **6.6** Survival of Warranties. All representations, warranties and covenants contained in this Agreement, and the indemnity provisions of this Agreement, shall survive the termination of this Agreement.
- 6.7 Confidentiality, Nondisclosure, Gramm-Leach Bliley and FERPA.
- (a) By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to identifiable personal information concerning the Client's students and users of the Business Office Suite Services, the terms and pricing under this Agreement, and all other information clearly identified as confidential by a party.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.

The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of one year after termination of this Agreement. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

(b) Solutions recognizes that the Client is an educational institution subject to the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232[g], et seq., and that in the performance of its work

hereunder, it will have access to student information. Solutions warrants and represents that it (i) is familiar with the requirements of FERPA and the United States Department of Education regulations promulgated thereunder and (ii) shall use reasonable efforts to ensure compliance with such requirements by itself and any of its contractors or sub-contractors.

- (c) Sallie Mae agrees to implement and maintain an information security program designed to meet the objectives of the Federal Trade Commission's Standards for Safeguarding Customer Information; Final Rule (16 CFR Part 314).
- 6.8 Trademarks. "Business Office Solutions". "Business Office Suite" and any other trademarks and service marks adopted by Solutions to identify the products and services belong to Solutions. The Client will have no rights in such marks except as expressly set forth herein and as specified in writing from time to time. The Client's use of Solutions' trademarks shall be under Solutions' trademark policies and procedures in effect from time-to-time. The Client agrees not to use the trademark "Business Office Solutions" or any mark beginning with "Sallie Mae", "Business Office Suite Services" or any other mark likely to cause confusion with the "Sallie Mae", "Business Office Solutions" or "Business Office Suite Services" as any portion of the Client's tradename or trademark for any products of the Client, or trademark for any portion of the Client's internet addresses or domain names.

The Client agrees, with respect to the foregoing trademarks of Solutions, that advertisement, brochure, or other such use of the trademark containing such trademark shall be approved in writing by Solutions prior to its first use and to include in each advertisement, brochure, or other such use of the trademark, the symbol "TM" and the following statement:

"Business Office Suite Services" is a trademark of Business Office Solutions, a division of Sallie Mae, Inc., Reston, Virginia.

"Sallie Mae" is a registered trademark of the SLM Corporation. SLM Corporation and its subsidiaries are not sponsored by or agencies of the United States of America.

- 6.9 Further Assurances. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or requested to carry out the intent and purposes of this Agreement.
- **6.10** Severability. In the event any provision of this Agreement is be found to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

- **6.11 Counterparts.** This Agreement may be executed in counterpart and shall be binding and effective upon execution by all parties.
- 6.12 Notices. Any notices permitted or required under this Agreement shall be in writing and shall be sent by (i) nationally recognized overnight courier service, or (ii) by telecopy with a confirmation copy by overnight courier service, to the parties at the following addresses (unless and until changed by notice as provided herein).

To:

Sallie Mae Business Office Solutions 463 Swansea Mall Drive Swansea, MA 02777 Attention: Laura E. Newell-McLaughlin, Executive Vice President

with a copy to:

General Counsel Sallie Mae, Inc. 12061 Bluemont Way Reston, VA 20190

- **6.13** Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be construed and interpreted in accordance with the law of the Commonwealth of Virginia without regard to conflicts of law.
- 6.14 Third Party Servicing Agreements. If Solutions is providing services hereunder to Client for the administration of any aspect of Client's participation in any Title IV, Higher Education Act (HEA) program, then the following required provisions apply. Solutions hereby agrees to: (i) comply with all statutory provisions of or applicable to Title IV of the HEA and all regulations thereunder and all special arrangements, agreements, limitations suspensions and terminations entered into under such authorities, including the requirement to use any funds that Client administers and interest or other earnings thereon solely for the purposes specified in and in accordance with such program; and (ii) refer to the Office of Inspector General of the U.S. Department of Education for investigation any information indicating there is reasonable cause to believe that the Client might have engaged in fraud or other criminal misconduct in connection with the Client's administration of any Title IV, HEA program or an applicant for Title IV, HEA program assistance might have engaged in criminal misconduct in connection with his or her application; and (iii) if Solutions of the Client terminates this Agreement. or if Solutions stops providing services for the administration of a Title IV, HEA program, goes out of business, or files a petition in bankruptcy, then return to Client all records in its possession pertaining to Client's participation in the program or programs for which services are no longer provided, and return Title IV and

HEA program funds received from or on behalf of Client or Client's students for programs for which services are no longer provided.

If Solutions is disbursing funds under Title IV HEA programs for Client or delivering Federal Stafford Loan program proceeds to a student, Solutions agrees to (i) confirm the eligibility of the student before making the disbursement or delivering such proceeds, including any applicable required records and (ii) calculate and return any unearned Title IV, HEA program funds to the Title IV, HEA program accounts and the student's lender, as

appropriate, in accordance with the provisions of 34 CFR 668.21 and 22, and applicable program regulations.

Solutions and Client hereby agree to be jointly and severally liable to the Secretary of the U.S. Department of Education for any violation by Solutions of any statutory provisions of or applicable to Title IV of the HEA and all regulations thereunder and all special arrangements, agreement or limitation entered into under such authorities.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement as of the day and year first written above.

COAST COMMUNITY COLLEGE DISTRICT	BUSINESS OFFICE SOLUTIONS, a division of Sallie Mae, Inc.
Ву:	Ву:
Name:	Name:
Title:	Title:

Exhibit 1

Sallie Mae's Business Office Suite Pricing Schedules

for

Coast Community College District

(Orange Coast College, Golden West College, and Coastline Community College)
December 31, 2008

I.	Refund Disbursement Service	
	Prepaid Debit Card	\$0.00
	Electronic Disbursement (ACH)	\$0.35
	Manual Check Disbursement (if necessary)	\$1.25 (includes postage)
	Card Reload Fee (passed to person loading card)	3%
	Electronic Disbursement Return Fee	\$15.00
	Stop Payment	\$15.00
	Debit Card Correction Off-Loads	\$20.00
	ACH Reversals	\$20.00
	Manual Stop Payment Fee (Over the Phone)	\$40.00
	Voids (Checks returned to BOS)	\$0.50
	SMS Disbursement Messages	\$0.03 per message
II.	Tuition Payment Plan	
	User pays Annual Application Fee	\$50.00
	User pays Semester Application Fee	\$25.00
	User pays Late Fee	\$25.00
	Insufficient funds charge	\$25.00

Maintenance Plans & Merchant Services

I. Maintenance Plans

E-commerce - \$150/hour for change requests

II. Crystal Reporting (optional)

Annual Fee for the first user	\$500.00
Annual Fee for each additional user	\$250.00

^{***}This pricing schedule will remain in effect for 90 days from the date of issue and is subject to change after the 90 days, unless a contract goes into effect into prior to the end of the 90-day period.

Exhibit 2 - Only Applicable to TuitionPay Payment Plan Clients

- <u>Terms of Tuition Budget Plans</u>. Solutions agrees to offer to all Client approved Plan participants enrolled at Client the opportunity to apply for the TuitionPay Payment Plan ("Plan").
- <u>Funds Remitted to Client</u>. Remittance to Client of payments due and collected by Solutions from Plan participants shall be made on a monthly basis, commencing 30 days after the initial payment date for each Plan. Solutions shall remit all payments due that have been collected from the Plan participants, excluding fees and service charges collected for the account of Solutions. In the event that the disbursement due date falls on a weekend or holiday, said remittance to Client shall be made on the next business day. The standard Solutions summary reports shall be provided simultaneously with the remittance of funds.
- Reports. Solutions shall maintain complete and accurate records relating to the Plan. Solutions agrees to provide copies of such records and such other information and materials relating to the Plan, as Client may from time to time reasonably request. Summary and exception reports shall be provided to Client simultaneously with the remittance of payments as described in Section 2. Exception reports are comprised of information concerning delinquent accounts, new accounts, reversed funds and changes to individual Plan participant contracts.
- <u>Plan Literature</u>. Solutions shall mail the Plan literature and bear all customary expenses related to the preparation and mailing of the literature. Client shall make the Plan literature accessible to students by making it available in the Bursar, Financial Aid and Admissions Offices. Should Client change the Plan participant payment due dates prior to the plan literature having been printed, Solutions will, upon request, make a corresponding change in the applicable dates and deadlines for the plans. Plan terms are subject to change, and new plans may be added, based upon mutual agreement between Client and Solutions.
- <u>Services to Plan Participants</u>. Solutions, upon receipt of each properly completed Plan enrollment form, fee and down payment (if required), shall:
 - a. Set up an account for each individual Plan participant whose enrollment materials and fees are in order; send confirmation to each Plan participant giving full account details, including first monthly statement, schedule of payments, and Tuition Protection Coverage notification (where applicable); send Solutions monthly statements to each Plan participant and process all payments made by Plan participants; provided, however, that Solutions will have no liability as to payments not actually received by Solutions.
 - b. Where applicable, Solutions will provide life insurance (Tuition Protection Coverage) for each qualified Plan participant. This coverage will remain in effect throughout the term of the Plan, except that it may be canceled if any payment is not received by Solutions within 15 days of the due date or upon receipt of proper notification of account cancellation by either the Plan participant or Client. The proceeds of the Tuition Protection Coverage, in the amount of the remaining unpaid balance of the account, shall be payable to Client for the account of the Plan participant upon the insured person's death, subject to prevailing terms of insurance coverage.
- Exclusivity Agreement. During the Term, Client shall not (directly or indirectly) offer, promote or endorse to its Plan participants or prospective Plan participants (or their parents/guardians) a monthly tuition payment plan provided by any party including Client, other than Solutions, without the prior consent of Solutions.
- <u>Fees</u>. The enrollment fees collected on behalf of Solutions from Plan participants during the Term shall be as defined in Exhibit 1.

Exhibit 3 - Only Applicable to Refund and Other Disbursement Service Clients

The individuals listed below are the only authorized representatives that may request for debit card or ACH reversals to correct a disbursement error. The Client must submit the reversal request in writing and state that the payment was submitted in error. Any request received by 4 (four) p.m. EST will be processed that day. All fees as described in the price quote apply. In the event that a person is no longer authorized to provide this information, it is the responsibility of the school to update this information.

Ву:	Ву:
Name:	Name:
Title:	Title:
Ву:	Ву:
Name:	Name:
Title:	Title:
Ву:	Ву:
Name:	Name:
Title:	Title:
Ву:	Ву:
Name:	Name:
Title:	Title:
Ву:	Ву:
Name:	Name:
Title:	Title:

						·
						-
				,		
					·	
		\bigcirc				
						`

COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

(SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") is made and entered					
Into on February 18, 2009	between	COAST	COMMUNITY	COLLEGE	
DISTRICT, a public educational agency ("DISTRICT") and Brailsford & Dunlavey					
("INDEPENDENT CONTRACTOR").					

WHEREAS, DISTRICT desires to obtain special services for Student Housing Feasibility Study; and

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide the SERVICES timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the parties agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

- 1. INDEPENDENT CONTRACTOR shall timely and competently provide those services set forth on Attachment No. 1 to this AGREEMENT.
- 2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR's employees, DISTRICT's employees, and members of the public from risk of harm arising out the nature of the work.
- 3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of this AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of services under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.
- 4. INDEPENDENT CONTRACTOR consents to use of INDEPENDENT CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 5. The services performed hereunder are work made for hire and DISTRICT shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed under this AGREEMENT. INDEPENDENT CONTRACTOR assigns to DISTRICT any and all rights INDEPENDENT CONTRACTOR could have, may have, or does have in the work and/or the work product performed under this AGREEMENT, and DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of the DISTRICT. INDEPENDENT CONTACTOR consents to the use of INDEPENDENT CONTRACTOR's name in conjunction with the sale, use, performance and distribution of said matters, for any purpose and in any medium. [Initial if applicable ()].

ARTICLE II COMPENSATION

1.	DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for services
satisfactorily	rendered pursuant to this AGREEMENT a total fee not to exceed Fifty-Seven Thousand Dollars
(\$57,000). DISTRICT shall pay INDEPENDENT CONTRACTOR according to the following terms and
conditions:	· ·

See Brainsford & Dunlavey revised scope for \$49,660 in fees and \$7,340 in reimbursable expenses for a total of \$57,000.

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing services for DISTRICT.

ARTICLE III TERM, TERMINATION

1.	This AGREEMENT shall	commence on or	about January 22	, 2009	and be
completed no la	ater than June 30, 2009		•		

- 2. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.
- 3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR's services hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR's failure to perform pursuant to this AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees, to indemnify and hold harmless DISTRICT,

its trustees, officers, directors and employees against all damages, liabilities or costs, including attorneys' fees and costs, to the extent caused by INDEPENDENT CONTRACTOR's performance of services under this AGREEMENT or any acts in connection with or related to the SERVICES, or any actions of INDEPENDENT CONTRACTOR or anyone for whom the INDEPENDENT CONTRACTOR is legally liable. INDEPENDENT CONTRACTOR shall indemnify, and hold harmless DISTRICT, its trustees, officers, directors and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, court costs, and other litigation expenses that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use of SERVICES by DISTRICT of method, process, product, concept specified, or depicted supplied by INDEPENDENT CONTRACTOR in the performance of this AGREEMENT.

2. DISTRICT may require INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, Directors, Officers, Employees and Agents as additional insured. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this AGREEMENT.

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details and means of performing the above-described SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such services. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

- 1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT's sole discretion.
- 2. This AGREEMENT represents the entire and integrated agreement between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.
- 3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.
 - 4. Time is of the essence for this AGREEMENT.
- 5. To the extent allowed by law, DISTRICT shall not 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 or tort even if the parties are advised of the likelihood or possibility of the same.
- 6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
- 7. The failure of DISTRICT or INDEPENDENT CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

- 8. In the event of any dispute, arbitration or litigation between the parties hereto arising out of or relating in any manner to this AGREEMENT including the necessity of either party to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing party shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing party and any judgment, decision or award rendered against either of the parties may specifically include such reasonable costs, expenses and attorneys' fees of the prevailing party.
- 9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

TO CAMPUS:

TO INDEPENDENT CONTRACTOR:

Orange Coast College Attn: Vice President Administrative Services 2701 Fairview Rd Costa Mesa, Ca 92626 Brailsford & Dunlavey Attn: Jeffrey Turner 1140 Connecticut Avenue NW Suite 4 Washington, DC 20036

COPY TO:

Coast Community College DISTRICT Attn: Vice Chancellor Administrative Services 1370 Adams Avenue Costa Mesa, CA 92626

Any such notices personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after being deposited in the U.S. mail. Each party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A party may change its address for purposes of this paragraph by giving the other party written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT	INDEPENDENT CONTRACTOR	
C.M. Brahmbhatt Vice Chancellor of Admin. Services	Paul Brailsford CEO Social Security No. or Federal ID No. 52-1847085	
Dated:	Dated:	

ATTACHMENT NO. 1 - SCOPE OF SERVICES

- 1. INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the services described within this attachment.
- 2. DISTRICT desires to obtain such special services and advice as fully described herein. INDEPENDENT CONTRACTOR agrees to timely and competently provide these services described below within this attachment.
- 3. INDEPENDENT CONTRACTOR agrees to perform the following services for DISTRICT: SEE THE ATTACHED BRAILSFORD & DUNLAY REVISED SCOPE OF FEES AND EXPENSES

Brailsford & Dunlavey Revised Scope of Fees and Expenses

	Task Categories	Total
Phas	se I - Feasibility Study	
1		
A.	Preliminary Analysis	\$9,340
	1 Review Document & Data Materials	
	2 Tour of Existing Facilities & Campus 3 Interview Officials from Orange Coast College and the Coast Community College District	
	· · · · · · · · · · · · · · · · · · ·	
	Interview the College's President and Senior Management Interview the College's Director of Campus Facilities	
ŀ	6 Interview the College's Facility Planning Committee Members	
	7 Review Policies and Procedures	
	8 Conduct a Preliminary Financial Analysis	
	9 Meeting/Report with the College's President	
	10 Draft a summary of the Project's "Strategic Asset Value"	
	is brait a satisfied of the Projects Statesgio reset value	
в.	Detailed Market Analysis	\$22,820
}	1 Off-Campus Market Analysis	
	i Local Housing Market Analysis	
	ii Rental Agent and Broker Interviews	
	iii Tour of Relevant Neighborhoods and Developments	
	2 On-Campus Market Analysis	
	i Analyze Demographic Database and Review Enrollment Projections	
	ii Concept Development Focus Groups (4 - 6 groups)	
	iii Detailed Web Survey of OCC Students	
	iv Competitive Context Analysis	
C.	Financial Analysis	\$7,420
ŀ	1 Long-Term Capital Costs Projections	
	2 Long-Term Revenue Projections	
	3 Long-Term Operating Costs Projections	
	4 Identification of Model Ownership/Financial Structures	
	5 Detailed Financial Model	
	6 Ownership/Financial Structure Recommendations	
D.	Decision Support & Documentation	\$10,080
	1 Project Management / Team Coordination	
1	2 Quality Control	
	3 Working Group Meetings	
	4 Steering Committee Meetings	
	5 Draft Final Report	
	6 Final Report and Presentation	
	Total Fees for Phase I	\$49,660
	Estimated Reimbursable Expenses for Phase I	\$7,340
	Total Phase I Fees and Expenses	\$57,000

Orange Coast College Student Housing Feasibility Study Brailsford & Dunlavey Work Plan

PHASE I: Feasibility Study

A. Preliminary Analysis

- Review All Pertinent Existing Documentation and Data such as site plans, concept plans, projected budgets, previous 5-year operating statements, occupancy levels, marketing studies, college master planning documentation, floor plans, as-built drawings, square-footage assignments, fire safety reports, ADA compliance reports, facilities audits, energy audits, and security reviews.
- Tour Campus to assess qualitatively the current conditions and to acquire an understanding of current space allocations, functionality, and physical conditions.
- Interview Officials from Orange Coast College and the Coast Community
 College District to identify the College's/District's long-range goals and current
 status with regard to debt capacity, preferences for financing structures and
 procedures, and current fiscal expectations.
- Interview the College's President and Senior Management to identify the College's mission and the role of on-campus housing in fulfilling its underlying objectives.
- Interview the College's Director of Campus Facilities to evaluate existing issues, budgetary restraints, facility concerns, and existing problems within the overall housing area.
- Interview the College's Facility Planning Committee Members to identify the College's facility master plan developments in relation to potential student housing sites.
- 7. Review Policies and Procedures within the Student Services Department, to determine issues to be addressed in Phase II of the analysis.
- Conduct a Preliminary Financial Analysis by using professional judgment and
 rules of thumb to develop a preliminary estimate of the likely financial
 performance of the housing project and the preliminary project concepts and to
 provide a basis for detailed market and financial analysis.

- 9. **Meeting/Report with the College's President** to report the findings and provide guidance to the firm as to the direction the Study should take.
- 10. Draft a summary of the Project's "Strategic Asset Value," outlining the College's expectations and aspirations for the project, identifying the College's key stakeholders and framing the initial project concepts which would respond to that vision.

B. Detailed Market Analysis

1. Off-Campus Market Analysis

- Analyze Local Housing Market Statistics to gauge the off-campus marketplace by examining regional economic and housing trends.
- ii. Conduct Interviews with Rental Agents and Brokers active in the region to obtain their perspective on the viability of market rate housing proximate to campus, relative demand for housing options, housing projects in the pipeline, vacancy rates and rental rates.
- iii. Tour Relevant Neighborhoods and Developments to compile documentation identifying and assessing available interior and exterior amenities offered, price structure, access to campus, other pertinent features, and competitiveness.

2. On-Campus Market Analysis

- i. Conduct a Detailed Demographic Analysis, and Review Enrollment Projections by identifying fluctuations and trends in specific campus populations including the mix of local, in-state, and out-of-state students; the ratio of part-time versus full-time students, and shifts from traditional to nontraditional aged students. By examining housing preferences in these current populations, project how changes in the College's demographic make-up will affect the demands for on campus housing facilities, and develop strategies to address this demand fluctuation.
- ii. Conduct Focus Group Interviews with students, faculty and staff at the College from the following groups:
 - a. Undergraduate Students (2-3 groups)
 - b. Faculty/Staff (1 group)
 - c. Prospective Students/Parents (if available)

Utilize the focus group findings to evaluate the campus community's views of the project with respect to proposed elements, operating philosophies, fee levels, and other critical issues. With the firm's guidance, the College will take responsibility for scheduling the focus groups and inviting participants.

- iii. Conduct a Detailed Web Survey of non-residents to test the demand for living on-campus and gauge the sensitivity to specific room fee levels among the primary target population groups and determine features of housing accommodations that would draw non-residents into new campus housing. The firm will develop a survey instrument for reproduction, distribution, and collection by the College, and will enter survey response data into a statistical analysis software system.
- iv. Conduct a Competitive Context Analysis The purpose of the analysis is to clarify the College's current market position relative to its closest competitors with regards to the quality and quantity of student housing and campus life, illustrate successful features of model housing programs both regionally and nationwide, and demonstrate what measures the College might take in order to strengthen its competitive standing.

C. Financial Analysis

- Develop Long-Term Capital Costs Projections including soft and hard costs for total project development.
- Develop Long-Term Revenue Projections, and the demand based programming as previously discussed, to project occupancy rates, future rent levels, additional income and other sources that may be identified during the analysis.
- Identify Long-Term Operating Costs Projections, by using the College's records, preliminary staffing plans, anticipated usage/activity levels, interviews with College staff, and proposed building configurations to project buildingspecific operating costs.
- Identification of Model Ownership/Financial Structures, by examining potential off-balance sheet financing methods, such as sale-leasebacks, management outsourcing, and other national trends.
- 5. Construct a Detailed Financial Model, with a fifteen-year operating pro forma allowing for fluctuations in enrollment, different financial structure, renovation and

new construction costs, minor repair and renovations costs, expected rental income, and supplemental income.

6. Recommend Ownership/Financial Structure, to analyze ownership alternatives, including privatized development, off-balance sheet development, or development by an affiliated foundation or "friend" of the institution to determine the best option in keeping with the finances and mission of the College.

D. Decision Support & Documentation

- 1. **Project Management** to ensure coordination with the College at every phase of the project through travel, conference calls, and other PM requirements.
- Quality Control to ensure that the final report is well-polished and free from inconsistencies. Every aspect of the document will be carefully reviewed by B&D's Senior Quality Control Officer.
- 3. Working Group Meetings Document working group meetings.
- 4. Steering Committee Meetings Conduct Working Group and Steering Committee presentations, including the preparation of agendas, presentation of status reports, provision of analyses, and facilitation of decisions on key issues requiring consensus.
- Draft Final Report Draft of the final report will be provided to the President of Orange Coast College.
- 6. **Final Report & Presentation,** The final report should contain strategic recommendations for student housing designed to:
 - i. Position Housing to remain competitive with off-campus options.
 - ii. Address programmatic changes which would provide a stronger bond between the residential and academic programs of the College.
 - iii. Recommendations should be consistent with the College mission including maintaining a financially self-supporting housing operation that will meet current and future demands for student housing.

Upon completion of Phase I, B&D will assess the feasibility of this project and will work with the College in making a "go or no-go" assessment on proceeding to Phase II.

ATTACHMENT NO. 3 - ALTERNATE INSURANCE COVERAGE

(This attachment replaces insurance coverage provisions within Master Agreement)

 INDEPENDENT CONTRACTOR shall, at its sole cost and expense,
purchase and maintain during the term of this AGREEMENT, with insurance companies duly
licensed and admitted by the State of California with a rating by Best's Insurance Rating
Service of not less than AVII, policies of insurance which will protect INDEPENDENT
CONTRACTOR and DISTRICT from claims which may arise out of or result from
INDEPENDENT CONTRACTOR's performance of this AGREEMENT or the PROJECT,
whether by INDEPENDENT CONTRACTOR or by any subcontractor or by anyone directly or
indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
The aforementioned insurance shall include coverage for:
·

(a) Commercial General Liability Insurance (Oc	
limits of not less than (\$	for each
occurrence; (\$	aggregate
and (\$	
operations aggregate; (\$	as to property
damage including, but not limited to, personal injury liabilit	ty, broad form property
damage liability, blanket contractual liability and completed	d operations coverage,
covering the activities of INDEPENDENT CONTRACTOR	R under this
AGREEMENT. This policy shall be endorsed to name	DISTRICT and DISTRICT's
Board of Trustees, officers, agents and employees as addition	
endorsement shall be made on ISO Endorsement CG20 10	
Owner, Lessees or Contractors" or its equivalent.	
(b) Workers' Compensation Insurance with an in licensed and admitted by the State of California in the amout law covering all personnel employed on the premises during AGREEMENT whether said personnel are employed or contract CONTRACTOR. Employers Liability with a minimum limit of covering all personnel employed on the premises during the with a minimum combined single limit of liability for bodily damage of not less than (\$ per occurrence.	onts required by California g the term of this acted by INDEPENDENT (\$ per accident term of this AGREEMENT
(c) Business Auto Liability Insurance covering to or use of all owned, non-owned, and hired vehicles used in performance of this AGREEMENT with an insurance compadmitted by the State of California. Said insurance shall have combined single limit, bodily injury and prooccurrence with no annual aggregate limits.	connection with the pany duly licensed and re limits of not less than (\$
(d) Professional Liability Insurance, including Con	ntractual Liability,
with limits of (\$	per occurrence;
(\$ aggregate. Such	insurance shall be

maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter. In the event INDEPENDENT CONTRACTOR subcontracts or assigns any portion of its duties, it shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

- (e) Each policy of insurance required in (a), (c), and (d) above shall name DISTRICT and its trustees, officers, agents, and employees as additional insureds; shall state that, with respect to the operations of INDEPENDENT CONTRACTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributing with such primary insurance, shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, and shall waive all rights of subrogation against DISTRICT and its trustees, officers, agents, and employees. Commercial General Liability and Business Automobile Liability policies shall contain a cross liability or severability of interest clause.
- (f) INDEPENDENT CONTRACTOR is responsible for payment of any and all premiums, deductibles or self-insured retentions, and adjustment for losses on policies pursuant to this AGREEMENT.

INDEPENDENT CONTRACTOR shall notify DISTRICT in the event of material change in, cancellation of, or failure to renew each policy. Prior to commencing work, INDEPENDENT CONTRACTOR shall deliver to DISTRICT certificates of insurance and additional insured endorsements as evidence of compliance with the requirements herein to be attached hereto as Attachment No. 3, or this AGREEMENT will automatically be canceled. Not less than five (5) days prior to the expiration date of each insurance policy, INDEPENDENT CONTRACTOR shall deliver to DISTRICT a new certificate and endorsement.

Department of the Treasury

Request for Taxpayer **Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

interna	# HeAK	le Service			
ci.	Na	ne (as shown on your income tax return)			
on page	Bu	iness name, if different from above			
Print or type See Specific Instructions	či O	ck appropriate box: Individual/Sole proprietor Corporation Partnership Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=p Other (see instructions)	artnership) 🕨		Exempt payee
Print ic (nst	Ad	iress (number, street, and apt. or suite no.)	Requester	s name and ad	idress (optional)
Specil	Cit	. state, and ZiP code			
See	Lis	account number(s) here (optional)			
Par	†	Taxpayer Identification Number (TIN)			
backı alien,	up wi sole	TIN in the appropriate box. The TIN provided must match the name given on Line 1 hholding. For individuals, this is your social security number (SSN): However, for a reprepietor, or disregarded entity, see the Part I instructions on page 3. For other entityer identification number (EIN). If you do not have a number, see How to get a TIN or	esident ties, it is	Social secur	or
Note	. If th	e account is in more than one name, see the chart on page 4 for guidelines on whosenter.		Employer ide	entification number
Par	t	Certification			· · · · · · · · · · · · · · · · · · ·
Unde	r pen	lities of perjury, I certify that:	•		
1. T	The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and				
R	2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and				
3. 1	am a	J.S. citizen or other U.S. person (defined below).			
withh For marrang	olding nortga geme	in instructions. You must cross out item 2 above if you have been notified by the II because you have failed to report all interest and dividends on your tax return. For ge interest paid, acquisition or abandonment of secured property, cancellation of de it (IRA), and generally, payments other than interest and dividends, you are not requir correct TIN. See the instructions on page 4.	real estate bt, contribu	iransactions, tions to an in	item 2 does not apply. dividual retirement
Sign	ı	Signature of			

U,S. person ▶ **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Here

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued)
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- · A partnership, corporation, company, or association created or organized in the United States or under the laws of the United
- · An estate (other than a foreign estate), or
- · A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- 3. The IRS tells the requester that you furnished an incorrect TIN.

- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- 2. The United States or any of its agencies or instrumentalities.
- 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- 5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

- 6. A corporation,
- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 - 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
 - 13. A financial institution,
- A middleman known in the investment community as a nominee or custodian, or
- A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000'	Generally, exempt payees 1 through 7

See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
Custodian account of a minor (Uniform Gift to Minors Act)	The minor *
 a. The usual revocable savings trust (grantor is also trustee) 	The grantor-trustee '
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
Sole proprietorship or disregarded entity owned by an individual	The owner 3
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity
A valid trust, estate, or pension trust Corporate or LLC electing corporate status on Form 8832	Legal entity The corporation
8. Corporate or LLC electing	~ ,
Corporate or LLC electing corporate status on Form 8832 Association, club, religious, charitable, educational, or other	The corporation
Corporate or LLC electing corporate status on Form 8832 Association, club, religious, charitable, educational, or other tax-exempt organization	The corporation The organization

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identify theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.govlidtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EtN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TiN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

ATTACHMENT NO. 3 - ALTERNATE INSURANCE COVERAGE

(This attachment replaces insurance coverage provisions within Master Agreement)

1. INDEPENDENT CONTRACTOR shall, at its sole cost and expense,
purchase and maintain during the term of this AGREEMENT, with insurance companies duly
licensed and admitted by the State of California with a rating by Best's Insurance Rating
Service of not less than AVII, policies of insurance which will protect INDEPENDENT
CONTRACTOR and DISTRICT from claims which may arise out of or result from
INDEPENDENT CONTRACTOR's performance of this AGREEMENT or the PROJECT,
whether by INDEPENDENT CONTRACTOR or by any subcontractor or by anyone directly or
indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
The aforementioned insurance shall include coverage for:

(a) Commercial General Liability Insurance (Occur	ence Form) with
limits of not less than (\$	
occurrence; (\$	aggregate
and (\$	
operations aggregate; (\$	as to property
damage including, but not limited to, personal injury liability, b	road form property
damage liability, blanket contractual liability and completed op-	erations coverage,
covering the activities of INDEPENDENT CONTRACTOR un	
AGREEMENT. This policy shall be endorsed to name DIS'	TRICT and DISTRICT's
Board of Trustees, officers, agents and employees as additional	
endorsement shall be made on ISO Endorsement CG20 10 11 8	
Owner, Lessees or Contractors" or its equivalent.	
(b) Workers' Compensation Insurance with an insural licensed and admitted by the State of California in the amounts law covering all personnel employed on the premises during the AGREEMENT whether said personnel are employed or contracted CONTRACTOR. Employers Liability with a minimum limit of (\$ covering all personnel employed on the premises during the term with a minimum combined single limit of liability for bodily injudamage of not less than (\$ per occurrence.	required by California term of this I by INDEPENDENT per accident n of this AGREEMENT
(c) Business Auto Liability Insurance covering the of or use of all owned, non-owned, and hired vehicles used in comperformance of this AGREEMENT with an insurance company admitted by the State of California. Said insurance shall have lin combined single limit, bodily injury and propert occurrence with no annual aggregate limits.	nection with the duly licensed and mits of not less than (\$
(d) Professional Liability Insurance, including Contrac	tual Liability.
with limits of (\$	<u>-</u>
(\$ aggregate, Such inst	

maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter. In the event INDEPENDENT CONTRACTOR subcontracts or assigns any portion of its duties, it shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

- (e) Each policy of insurance required in (a), (c), and (d) above shall name DISTRICT and its trustees, officers, agents, and employees as additional insureds; shall state that, with respect to the operations of INDEPENDENT CONTRACTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributing with such primary insurance, shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, and shall waive all rights of subrogation against DISTRICT and its trustees, officers, agents, and employees. Commercial General Liability and Business Automobile Liability policies shall contain a cross liability or severability of interest clause.
- (f) INDEPENDENT CONTRACTOR is responsible for payment of any and all premiums, deductibles or self-insured retentions, and adjustment for losses on policies pursuant to this AGREEMENT.

INDEPENDENT CONTRACTOR shall notify DISTRICT in the event of material change in, cancellation of, or failure to renew each policy. Prior to commencing work, INDEPENDENT CONTRACTOR shall deliver to DISTRICT certificates of insurance and additional insured endorsements as evidence of compliance with the requirements herein to be attached hereto as Attachment No. 3, or this AGREEMENT will automatically be canceled. Not less than five (5) days prior to the expiration date of each insurance policy, INDEPENDENT CONTRACTOR shall deliver to DISTRICT a new certificate and endorsement.

AFFILIATION AGREEMENT COAST COMMUNITY COLLEGE DISTRICT ORANGE COAST COLLEGE

TABLE OF CONTENTS

<u>Para</u>	agraph No.	Page
Reci	itals	1
1.	TERM	2
2.	SCOPE OF TRAINING	2
3.	MONETARY OBLIGATION	2
4.	STUDENT SELECTION AND TERMINATION	3
5.	PHYSICAL EXAMINATION	3
6.	EMERGENCY HEALTH CARE	5
7.	SCHEDULING	5
8.	SUPERVISION AND INSTRUCTION	5
9.	NONDISCRIMINATION IN EMPLOYMENT AND SERVICES	7
10.	NONDISCRIMINATION IN STUDENT SELECTION	7
11.	UNLAWFUL SOLICITATION	7
12.	INDEMNIFICATION AND INSURANCE REQUIREMENTS	8
13.	STUDENT AND INSTRUCTOR STATUS	14
14.	FACILITIES	14
15.	UNIFORMS	14
16.	CONFIDENTIALITY	14
17.	ALTERATION OF TERMS	14
18.	BUSINESS OFFICE AND CORRESPONDENCE	15
19.	ACCREDITATION AND STATE APPROVAL	15
20.	FAIR LABOR STANDARDS	16
21.	EMPLOYMENT ELIGIBILITY VERIFICATION	16
22.	COUNTY LOBBYISTS	17

TABLE OF CONTENTS

<u>Parac</u>	graph No.	<u>Page</u>
23.	COUNTY'S QUALITY ASSURANCE PLAN	17
24.	AFFILIATE RESPONSIBILITY AND DEBARMENT	18
25.	NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT	20
26.	PURCHASING RECYCLED-CONTENT BOND PAPER	20
27.	TERMINATION FOR IMPROPER CONSIDERATION	20
28.	AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	21
29.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	
30.	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996	23
31.	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	24
32.	COMPLIANCE WITH SAFELY SURRENDERED BABY LAW	28
33.	AFFILIATE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	
34.	GOVERNING LAW, JURISDICTION, AND VENUE	28
35.	NOTICES	29
	ATTACHMENTS EXHIBITS A-C	

GH:01/07/09

Contract #	
------------	--

AFFILIATION AGREEMENT

UNIFIED SCHOOL/COMMUNITY COLLEGE DISTRICT

	THIS AGREEMENT is mad	le a	and entered into this d	ay.
of_		_, 2	2009,	
	by and between		COUNTY OF LOS ANGELES (hereafter "County"),	
	and		COAST COMMUNITY COLLEGE DISTRICT which operates ORANGE COAST COLLEGE (hereafter "Affiliate").	

WHEREAS, Affiliate operates the departments, training programs, or schools described in the attached Exhibit; and

WHEREAS, pursuant to the provisions of Section 1441 of the California Health and Safety Code, County has established and operates, through its Department of Health Services, a network of County Hospitals, Multi-Service Ambulatory Care Centers, Comprehensive Health Centers, Health Centers or Health Services Programs (collectively, hereafter "County Facility" or County Facilities"), as appropriate; and

WHEREAS, County and Affiliate have found it to be in the public interest that County authorize Affiliate to utilize certain facilities of County's Department of Health Services, as described in the attached Exhibit(s)s for the purpose of providing supervised experience, also as described in such

WHEREAS, this Agreement is authorized by California

Government Code Section 26227 and California Health and Safety

Code Section 1441.

NOW, THEREFORE, the parties hereto agree as follows:

- attachment(s) thereto is effective on the date of execution by both parties and shall thereafter continue in full force and effect through November 23, 2013, or subject to termination by either party with at least 30 days prior written notice thereof to the other party. In any event, this Agreement may be terminated by the Director of Health Services immediately upon giving written notice to Affiliate that the County health program providing the clinical experience under this Agreement has been or is to be discontinued, or has been or is to be so reduced or altered that provision of such clinical experience will be impractical.
- 2. <u>SCOPE OF TRAINING</u>: This Agreement contemplates and authorizes the training program(s) described in Exhibit "A", "B" and "C" attached hereto and incorporated herein by reference.
- 3. MONETARY OBLIGATION: There shall be no monetary obligation hereunder between Affiliate or County to each other, or by County to any student or to any instructor participating in the training program hereunder.

- 4. <u>STUDENT SELECTION AND TERMINATION</u>: Affiliate shall select the participating students from Affiliate's student body subject to approval of the Director of Health Services (hereafter "Director") or his/her authorized designee. Affiliate or Director may discontinue the assignment of any student to the training program at any time.
- 5. PHYSICAL EXAMINATION: Affiliate shall ensure that all of its instructors, students, and any other persons Affiliate has providing services under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination.

Such physical health examinations shall be required at least once a year for continuing Affiliate instructors, students and any other persons providing services under this Agreement. All physical health examinations shall be performed at no cost to the County. Upon request and to the extent legally permissible, all examination results shall be provided to the Director.

Such physical health examinations, for all persons referenced in this paragraph above, performed by a person lawfully authorized to perform such an examination, shall be required for obtaining observational and practical clinical experience at County facilities and shall be performed no earlier than one year prior to the commencement of the training or provision of services hereunder at the County facility. Written

examination reports, signed by the person performing the examination, shall verify that Affiliate's participating instructors, students, and any person Affiliate has providing services under this Agreement are medically able to perform assigned duties.

Initial examination for tuberculosis shall include a tuberculin skin test using the Mantoux test method using a five (5) Tuberculin Unit dose of PPD tuberculin stabilized with Tween-80, the result of which is read and recorded in millimeters of induration. If the result is positive, a chest X-ray shall be obtained. A skin test need not be performed on a person with a documented positive reaction to PPD but a baseline chest X-ray shall be obtained. After a baseline chest X-ray has been obtained, persons with a previously positive tuberculin skin test shall be evaluated and assessed for TB symptoms followed by a chest X-ray only if symptoms are present. The results of the chest X-ray must also be recorded.

An annual skin test for tuberculosis shall be performed on individuals with a previously documented negative tuberculin skin test. If an individual with a previously documented negative skin test has a subsequent positive reaction, a chest X-ray shall be obtained. All Affiliate's instructors, students and any person Affiliate has providing services under this Agreement shall be instructed at the time of TB screening to report any

symptoms suggestive of tuberculosis to their immediate supervisor as soon as they occur.

Affiliate's instructors, students, and any person Affiliate has providing services under this Agreement shall also be tested for Hepatitis B.

Affiliate's instructors, students, and any person Affiliate has providing services under this Agreement must be free of any and all infectious diseases, and shall be made aware of recommended vaccinations for preventable diseases that can be prevented by vaccination.

- 6. EMERGENCY HEALTH CARE: DHS facilities to which the Affiliate's instructors and students are assigned will provide emergency health care to the instructors and students as required while in the facility, to the extent staff and equipment are available to provide such care. DHS facilities will not be required to furnish any instructor or student with non-emergency medical care for an illness or injury.
- 7. <u>SCHEDULING</u>: The number of students and the times during which they will receive training at DHS facilities designated in the exhibit shall be mutually agreed upon by Director and the designee of Affiliate's governing body.
- 8. <u>SUPERVISION AND INSTRUCTION</u>: Students and their instructors shall be subject to the rules and regulations of the DHS facility to which they are assigned. Among other things,

Director shall supply Affiliate with a copy of DHS' Quality

Improvement Program Handbook, and Affiliate, its instructors, and

students shall comply with this handbook's provisions.

Affiliate shall provide orientation to its instructors and students to ensure that the Health Services' Risk Management and Quality Assurance Program are adhered to while they are on County premises.

Instructors assigned by Affiliate to supervise and instruct at DHS facilities are subject to approval of Director. Affiliate or Director may discontinue the assignment of any instructor at any time. In the event the discontinuance of an instructor in the program is the result of the Director's action, Director will provide a written notice explaining the reasons therefor to Affiliate prior to or immediately following such discontinuance.

Affiliate shall, through its instructors, provide overall supervision and instruction at the DHS facilities. DHS shall provide observational opportunity and practical experience. DHS shall retain professional and administrative responsibility for services provided by instructors and students and shall provide sufficient direction to instructors and students to ensure that the continuity and quality of service to patients are maintained. The selection of work assignments and DHS patients with whom the students and instructors will work will be subject to the approval of Director.

- 9. <u>NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES</u>: Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, national origin, a ncestry, sex, age, physical or mental handicap, in accordance with all applicable requirements of Federal and State law.
- agree to take positive and affirmative action to make training available to students who are members of minority groups which are under represented in the profession or occupation for which training hereunder is being provided. Nothing herein is intended to conflict with qualifications and academic requisites established by State laws and regulations for the professions or occupations to be ultimately undertaken by students participating in this program.
- 11. <u>UNLAWFUL SOLICITATION</u>: Affiliate shall inform those students, instructors, and administrative staff involved in this training program of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by program participants. Affiliate agrees to

utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

12. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

- A. <u>Indemnification</u>: Affiliate shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Affiliate's acts and/or omissions arising from and/or relating to this Agreement.
- B. General Insurance Requirements: Without limiting Affiliate's indemnification of County, and during the term of this Agreement, Affiliate shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Affiliate's own expense.
 - (1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-East, Los Angeles, California, 90012,

Attn: Director, prior to commencing services under this Agreement.

Such certificates or other evidence shall:

- (a) Specifically identify this Agreement.
- (b) Clearly evidence all coverages required in this Agreement.
- (c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Affiliate to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Affiliate to provide a bond guaranteeing payment of all such retained losses and related costs,

including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- (2) <u>Insurer Financial Ratings</u>: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.
- Affiliate to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Affiliate resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Affiliate, County may deduct from sums due to Affiliate any premium costs advanced by County for such insurance.
- (4) <u>Notification of Incidents, Claims or Suits</u>:
 Affiliate shall report to County:
 - (a) Any accident or incident relating to

services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Affiliate and/or County.

Such report shall be made in writing within 24 hours of occurrence.

- (b) Any third party claim or lawsuit filed against Affiliate arising from or related to services performed by Affiliate under this Agreement.
- (c) Any injury to an Affiliate employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.
- (d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Affiliate under the terms of this Agreement.
- C. <u>Compensation for County Costs</u>: In the event that the Affiliate fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Affiliate shall pay full compensation for all costs incurred by the County.

- D. <u>Insurance Coverage Requirements for</u>

 <u>Subcontractors</u>: Affiliate shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
 - (1) Affiliate providing evidence of insurance covering the activities of subcontractor, or
 - (2) Affiliate providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. <u>Insurance Coverage Requirements</u>:

(1) <u>General Liability</u> insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:

\$2 million

Products/Completed Operations Aggregate:\$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence:

\$1 million

(2) <u>Automobile Liability</u> insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for

all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Affiliate is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease-policy limit: \$1 million

Disease-each employee: \$1 million

- (4) <u>Professional Liability</u>: Insurance covering liability arising from any error, omission, negligent or wrongful act of Affiliate, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.
- F. Periodic Review and Update of the Indemnification and Insurance Requirements: The County will review and periodically update the Indemnification and Insurance requirements included in this agreement based upon

recommendations of the County's Chief Administrative Office,
Risk Management Operations and Board approved policies
regarding Indemnification and Insurance requirements.

- 13. <u>STUDENT AND INSTRUCTOR STATUS</u>: Students and instructors of Affiliate shall not be deemed employees of County during the hours in which they are assigned to the student program. Such students and instructors shall be deemed licensees for the limited purposes expressed herein.
- 14. <u>FACILITIES</u>: Director shall cooperate with Affiliate to provide cafeteria facilities, classroom, conference, and storage space, and use of DHS parking facilities to Affiliate's students and instructors to the extent same are available.
- 15. <u>UNIFORMS</u>: Each student and instructor shall wear a uniform designated by Affiliate (if required by Affiliate), except when assigned to a training program for which DHS requires a special uniform which it shall furnish.
- 16. <u>CONFIDENTIALITY</u>: Affiliate agrees to maintain the confidentiality of all patient records and information obtained by it hereunder. Affiliate further agrees to inform each student and instructor participating in the training program hereunder of the provisions of such confidentiality laws.
- 17. <u>ALTERATION OF TERMS</u>: This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or

alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

18. <u>BUSINESS OFFICE AND CORRESPONDENCE</u>: Affiliate's business office address, as reflected in the Notices paragraph of this Agreement, shall be used for the mailing of all County correspondence formally affecting this Agreement. This does not preclude other correspondence between DHS and Affiliate for routine functioning and operation of this Agreement.

Affiliate shall notify County in writing of any change in its business office address at least ten (10) days prior to the effective date thereof.

training programs are fully accredited by a recognized educational institution accreditation body. Documentation of such accreditation has heretofore been provided to Director. Such programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or termination.

- 20. FAIR LABOR STANDARDS: Affiliate warrants that it fully complies with all applicable provisions of the Federal Fair Labor Standards Act as it now exists or is hereafter amended, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hourly law including, but not limited to, the Federal Fair Labor Standards Act as it now exists or is hereafter amended, for Services performed by Affiliate's employees and/or students for which County may be found jointly or solely liable; provided, however, that the liability is due or claimed to be due to the acts or omissions of Affiliate, its officers, agents, or employees.
- 21. EMPLOYMENT ELIGIBILITY VERIFICATION: Affiliate warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Affiliate shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Affiliate shall retain such

documentation for all covered employees for the period prescribed by law. Affiliate shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Affiliate or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

- or County lobbying firm as defined in Los Angeles County Code
 Section 2.160.010, retained by Affiliate, shall fully comply with
 the County Lobbyist Ordinance, Los Angeles County Code, Chapter
 2.160. Failure on the part of Affiliate, any County lobbyist, or
 County lobbying firm retained by Affiliate to fully comply with
 the County Lobbyist Ordinance shall constitute a material breach
 of this Agreement upon which County may immediately terminate or
 suspend this Agreement.
- agent will evaluate Affiliate's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Affiliate's compliance with all contract terms and performance standards. Affiliate's deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

24. AFFILIATE RESPONSIBILITY AND DEBARMENT:

- A. A responsible Affiliate is an Affiliate who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Affiliates.
- B. Affiliate is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of the Affiliate on this Agreement or other Agreements, which indicates that Affiliate is not responsible, County may, in addition to other remedies provided in this Agreement, debar Affiliate from bidding or proposing, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements, and terminate any or all existing agreements the Affiliate may have with County.
- C. County may debar an Affiliate if the Board of Supervisors finds, in its discretion, that Affiliate has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively

reflects on the Affiliate's quality, fitness, or capacity to perform an agreement with the County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- D. If there is evidence that Affiliate may be subject to debarment, the Department will notify the Affiliate in writing of the evidence which is the basis for the proposed debarment and will advise the Affiliate of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Affiliate and/or the Affiliate's representative, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Affiliate should be debarred, and, if so, the appropriate length of time of the debarment. The Affiliate and the Department shall be provided an opportunity to object to the

tentative proposed decision prior to its presentation to the Board of Supervisors.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.
- G. If an Affiliate has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Affiliate has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where

- (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- I. These terms shall also apply to subcontractors or sub-consultants of County Affiliates.

- 25. NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT: Affiliate shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
- 26. <u>PURCHASING RECYCLED-CONTENT BOND PAPER</u>: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled content bond paper to the maximum extent possible on the project.
- 27. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Affiliate, immediately terminate the right of Affiliate to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Affiliate, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Affiliate's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Affiliate as it could pursue in the event of default by the

Affiliate.

Affiliate shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

SUPPORT COMPLIANCE PROGRAM: Affiliate acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Affiliates's duty under this Agreement to comply with all applicable provisions of law, Affiliate warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)

and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders of Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

- 29. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

 COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

 Failure of Affiliate to maintain compliance with the requirements set forth in "Affiliate's Warranty of Adherence To County's Child Support Compliance Program" paragraph immediately above shall constitute a default by Affiliate under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Affiliate to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the "Termination for Default" Paragraph (or "Term and Termination" Paragraph of this Agreement, whichever is applicable) and pursue debarment of Affiliate, pursuant to County Code Chapter 2.202.
- 30. <u>COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996</u>: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Affiliate

understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Affiliate understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Affiliate's behalf. Affiliate has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Affiliate's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Affiliate and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the

requirements of the HIPAA LAW and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

31. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. <u>Jury Service Program</u>:

This Agreement is subject to the provisions of the County's ordinance entitled Affiliate Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code attached hereto as Attachment I. The Jury Service Program applies to both Affiliate(s) and their subcontractors.

B. Written Employee Jury Service Policy:

1. Unless Affiliate has demonstrated to the County's satisfaction either that Affiliate is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Affiliate qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Affiliate shall have and adhere to a written policy that provides that its employees shall receive from the Affiliate, on an annual basis, no less than five days of regular pay for actual jury service. The

policy may provide that employees deposit any fees received for such jury service with the Affiliate or that Affiliate deduct from the employee's regular pay the fees received for jury service.

If Affiliate does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then Affiliate must so indicate in the Certification Form and Application for Exception, attached hereto as Attachment I, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing Affiliate's application, County will determine, in its sole discretion, whether Affiliate falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County's decision will be final.

2. For purposes of this subparagraph,

"Contractor" means a person, partnership, corporation
or other entity which has a contract with County or a
subcontract with a County Contractor and has received
or will receive an aggregate sum of \$50,000 or more in
any 12-month period under one or more County contracts
or subcontracts. "Employee" means any California
resident who is a full time employee of Affiliate.

"Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Affiliate has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Affiliate uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.

Jury Service Program when this Agreement commences,
Affiliate shall have a continuing obligation to review the
applicability of its "exception status" from the Jury
Service Program, and Affiliate shall immediately notify
County if Affiliate at any time either comes within the Jury
Service Program's definition of "Contractor" or if Affiliate
no longer qualifies for an exception to the Jury Service
Program. In either event, Affiliate shall immediately

implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Affiliate demonstrate to the County's satisfaction that Affiliate either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Affiliate continues to qualify for an exception to the Program.

- 4. Affiliate's violation of this sub-paragraph of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Affiliate from the award of future County contracts for a period of time consistent with the seriousness of the breach.
- BABY LAW: The Affiliate shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment II of this Agreement and also available on the internet at www.babysafela.org for printing purposes.
- 33. AFFILIATE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Affiliate acknowledges that the County places a high priority on the implementation of

the Safely Surrendered Baby Law. The Affiliate understands that it is the County's policy to encourage all County Affiliates to voluntarily post County's "Safely Surrendered Baby Law" poster, in a prominent position at Affiliate's place of business. The Affiliate will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply contractor with the poster to be used.

- 34. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Affiliate agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.
- 35. <u>PRIOR AGREEMENT SUPERSEDED</u>: Reference is made to those certain documents entitled Affiliation Agreements:

Agreement No.

Execution Date

29154

February 7, 1977

The parties hereto agree that the provisions of said prior agreement shall be entirely superseded on the effective date of this Agreement by the provisions of this Agreement.

36. <u>NOTICES</u>: Notices hereunder shall be in writing and sent to the parties at the following addresses and to the attention of the persons named. Director shall have authority

to execute all notices to be given by County under this Agreement.

Addresses and persons to be notified may be changed by appropriate written notice.

A. Notices to Affiliate shall be addressed as follows:

Orange Coast College 27101 Fairview Road P.O. Box 5005 Costa Mesa, California 92628-5005

Attention: President

- B. Notices to County shall be addressed as follows:
 - (1) Harbor-UCLA Medical Center 1000 West Carson Street Torrance, California 90509 Attention: Chief Executive Officer
 - (2) Rancho Los Amigos National Rehabilitation Center 7601 E. Imperial Highway Downey, California 90242 Attention: Chief Executive Officer
 - (3) Department of Health Services Contracts and Grants Division 313 North Figueroa Street, 6th Floor-East Los Angeles, California 90012 Attention: Director, Contract Administration and Monitoring

/

/

1

/

1

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Acting Director of Health Services, and Affiliate has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

Ву	John F. Schunhoff, Ph.D.
	Interim Director of Health Service
ORA	ANGE COAST COLLEGE
BY_	
	Kevin Ballinger, Dean
	Consumer & Health Services
BY	
	Richard Pagel, Vice President
	Administrative Services
CO	AST COMMUNITY COLLEGE DISTRICT
COz	ASI COMMONIII CODDEGE DISINICI
BY	
_	C.M. Brahmbhatt, Vice Chancellor
	Administrative Services
	Date:

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES CONTRACTS AND GRANTS DIVISION

gh:02/03/2009 Affiliation Agr:OCC

EXHIBIT A

CARDIOVASCULAR TECHNOLOGY

- 1. <u>Purpose</u>: The affiliation authorized under this Exhibit A allows students from Orange Coast College to obtain observational and practical clinical experience in applied cardiovascular technology at Health Services facilities indicated in Paragraph 3 of this Exhibit.
- 2. Evaluation: At the end of each County fiscal year (July 1st through June 30th), an evaluation of the program shall be filed with the Administrator of each DHS facility participating in the program. This evaluation shall be prepared by Affiliate and shall be reviewed by County personnel designated by Director who are employed at Health Services facilities listed in Paragraph 3 hereinbelow.
- 3. <u>Facilities</u>: Any facility established and operated by County as a County Hospital, Multi-Service Ambulatory Care Center, Comprehensive Health Center, Health Center or County Health Services Program.
- 4. <u>Types/Areas of Experience</u>: The kind of cardiovascular technology experience County will endeavor to offer to students while at Health Services facilities includes:
 - a. Experience in direct patient service.
 - b. Experience in interrelating with the total health care team at the facility.

- c. Experience in the use of equipment and supplies.
- d. Experience in following facility procedures.
- e. Experience in working under facility regulations.
- f. Experience with patient records and other required record keeping procedures.
- g. Experience in the application of students' training to clinical experience.

The parties acknowledge that Affiliate shall responsible for ensuring that the experience offered t student while at the Health Services facilities is consistent with applicable educational/clinical/experience requirements (e.g., specific hours requirements, coverage of mandated subject matters, etc.)

CT:OCC.GH 01/09/09

EXHIBIT B

DIAGNOSTIC MEDICAL SONOGRAPHY

- 1. <u>Purpose</u>: The affiliation authorized under this Exhibit A allows students from Orange Coast College to obtain observational and practical clinical experience in applied diagnostic medical sonography at Health Services facilities indicated in Paragraph 3 of this Exhibit.
- 2. Evaluation: At the end of each County fiscal year (July 1st through June 30th), an evaluation of the program shall be filed with the Administrator of each DHS facility participating in the program. This evaluation shall be prepared by Affiliate and shall be reviewed by County personnel designated by Director who are employed at Health Services facilities listed in Paragraph 3 hereinbelow.
- 3. <u>Facilities</u>: Any facility established and operated by County as a County Hospital, Multi-Service Ambulatory Care Center, Comprehensive Health Center, Health Center or County Health Services Program.
- 4. <u>Types/Areas of Experience</u>: The kind of diagnostic medical sonography experience County will endeavor to offer to students while at Health Services facilities includes:
 - a. Experience in direct patient service.
 - b. Experience in interrelating with the total health care team at the facility.

- c. Experience in the use of equipment and supplies.
- d. Experience in following facility procedures.
- e. Experience in working under facility regulations.
- f. Experience with patient records and other required record keeping procedures.
- g. Experience in the application of students' training to clinical experience.

The parties acknowledge that Affiliate shall responsible for ensuring that the experience offered t student while at the Health Services facilities is consistent with applicable educational/clinical/experience requirements (e.g., specific hours requirements, coverage of mandated subject matters, etc.)

DMS:OCC.GH 01/09/09

EXHIBIT C

NEURODIAGNOSTIC TECHNOLOGY

- 1. <u>Purpose</u>: The affiliation authorized under this Exhibit A allows students from Orange Coast College to obtain observational and practical clinical experience in applied neurodiagnostic technology Health Services facilities indicated in Paragraph 3 of this Exhibit.
- 2. <u>Evaluation</u>: At the end of each County fiscal year (July 1st through June 30th), an evaluation of the program shall be filed with the Administrator of each DHS facility participating in the program. This evaluation shall be prepared by Affiliate and shall be reviewed by County personnel designated by Director who are employed at Health Services facilities listed in Paragraph 3 hereinbelow.
- 3. <u>Facilities</u>: Any facility established and operated by County as a County Hospital, Multi-Service Ambulatory Care Center, Comprehensive Health Center, Health Center or County Health Services Program.
- 4. <u>Types/Areas of Experience</u>: The kind of neurodiagnostic technology experience County will endeavor to offer to students while at Health Services facilities includes:
 - a. Experience in direct patient service.
 - b. Experience in interrelating with the total health care team at the facility.

- c. Experience in the use of equipment and supplies.
- d. Experience in following facility procedures.
- e. Experience in working under facility regulations.
- f. Experience with patient records and other required record keeping procedures.
- g. Experience in the application of students' training to clinical experience.

The parties acknowledge that Affiliate shall responsible for ensuring that the experience offered t student while at the Health Services facilities is consistent with applicable educational/clinical/experience requirements (e.g., specific hours requirements, coverage of mandated subject matters, etc.)

NT:OCC.GH 01/12/09



15800 Bluemound Road Suite 400 Brookfield, WI 53005 USA Tel +1 262 784 2250 Fax +1 262 784 0033

milliman.com

Troy M. Filipek, FSA Actuary

troy.filipek@milliman.com

January 28, 2009

Ms. Martha Coyne Benefits Manager Coast Community College District 1370 Adams Ave. Costa Mesa, CA 92626-5429

Re: Medicare RDS Attestation - 2009 / 2010 Plan Year - Proposal

Dear Martha:

This letter presents Milliman's proposal for assisting Coast Community College District (Coast) with its Centers for Medicare and Medicaid Services (CMS) attestations for creditable coverage and qualification for the retiree drug subsidy (RDS) available under Medicare Part D. If this letter is acceptable to you, please sign and return a copy of the executed proposal, along with the information requested, to the attention of Jason Brick via email at jason.brick@milliman.com or via fax at 262-784-3143.

SITUATION SUMMARY

Coast would like Milliman to provide an actuarial attestation allowing it to receive the RDS available under Medicare Part D for its plan year beginning October 1, 2009 and ending September 30, 2010. Milliman provided the attestation for Coast the past several years.

It is our understanding that Coast covers roughly 600 Medicare eligible retiree lives with its prescription drug coverage. Members are enrolled in one group health plan and all have the same prescription drug benefit option.

For the 2008 / 2009 plan year, retirees below age 70 contributed 0.5% of their annual salary at retirement plus \$500 per dependent per year; retirees aged 70 and over contributed \$2,250 per member minus credits of \$0, \$500, \$1,500, or \$2,000. These credits are based on retirement date. We note that Coast thought future contribution changes may occur when we completed the attestation last year.

Table 1 presents the prescription drug benefit design from the 2008 / 2009 plan year. We note that this design includes the proposed changes that were being considered.

Table 1
Coast Community College District
2008 / 2009 Prescription Drug Benefit Design

Design Features

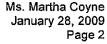
Benefit Secondary to Medicare

Retail: \$10 generic / \$20 brand copays Mail: \$6 generic / \$12 brand copays

Νo

Coast should be aware of CMS' proposed regulation from May 8, 2008 that would require pass-through reporting under the RDS program. Pass-through reporting requires that claims adjudication, RDS cost

Offices in Principal Cities Worldwide





data preparation, and RDS attestations use the contract terms between the pharmacy benefit manager (PBM) and its contracted pharmacies as the basis for drug costs. Lock-in reporting (which differs from pass-through) requires that claims adjudication, RDS cost data preparation, and RDS attestations use the contract terms between the plan sponsor and its PBM as the cost basis for drug costs. Key considerations include:

- > The likely impact of the proposed regulation is that the amount of the RDS will decrease, all else equal, since higher discounts mean drug spend will accumulate less quickly.
- > This proposed regulation (if it becomes final) would take effect for all plan years beginning after the effective date of a final rule.
- > This proposed regulation does not require <u>contracting</u> on a pass-through basis, only <u>reporting</u> on a pass-through basis. Discussion of this issue with your PBM or health plan is warranted.
- > This is only a proposed regulation and, as such, should not be considered final until CMS releases its final rule.

At this time, it appears unlikely that CMS will adopt this regulation. However, should CMS ultimately adopt this proposed regulation, it may require plan sponsors relying on their own credible experience for their attestation to have their plans reattested to by a qualified actuary using pass-through contracting arrangements. We encourage Coast to proceed under the current guidance for now (rather than assuming the proposed regulation will be passed), but discuss the issue with its PBM now to ensure reporting changes can be made if necessary.

MILLIMAN PROPOSED SERVICES

Milliman, working with Coast, will:

- > Analyze Coast's retiree prescription drug benefits and determine if they pass CMS' creditable coverage (gross value) and net value tests,
- > Record our findings (if Coast qualifies) on the CMS RDS website, and
- > Provide a letter summarizing our findings and results.

PROJECT APPROACH

Based on my understanding of the situation, we will do our testing based on information from Coast and Milliman's prescription drug rating models. We will work directly with Medco Health Solutions (Coast's PBM) to get the latest available experience data, which is likely to cover the October 1, 2007 to September 30, 2008 plan year. Thus, I propose the project proceeds as follows:

1. Coast provides information to Milliman

a) Summary Plan Descriptions – If there are no changes to the prescription drug benefit plan (as described above) from last year, then simply notify us of this fact. Otherwise, an overview of the benefit design(s) offered to Medicare eligible retirees for whom Coast is seeking the RDS. Preferably, this description would be the same as that provided to retirees during open enrollment, but we could also use a summarized version. The benefit summaries should describe both the prescription drug and medical plan, if the plans are integrated in terms of cost sharing or premium contributions.



- b) Contribution Summary A current census spreadsheet displaying the member age, member premium contributions, and the percentage going to prescription drug coverage if the premium is integrated with medical coverage for all Medicare eligible retirees.
- c) Access to CMS' RDS Website to Perform the Attestation Coast will need to register me as its attesting actuary. My American Academy of Actuaries number is 378534.

2. Milliman performs analysis and provides certification if Coast qualifies

We will review the data and information, follow-up with questions as needed, and complete the attestation testing. Upon performing our analysis, we will send a letter to you with our results. We will then ask you to confirm the assumptions underlying our analysis and upon receiving confirmation, I will provide my electronic attestation through the CMS RDS website, if Coast qualifies.

TIMING AND FEES

CMS requires all attestations be filed 90 days before the start of the plan year, which in Coast's situation corresponds to July 2, 2009. To meet this deadline, we suggest the following timeline:

- > February 13, 2009: Coast provides us with the signed proposal and other requested information.
- > April 3, 2009: Milliman provides Coast with the results letter.
- April 7, 2009: Coast sends an email confirmation to Milliman stating that certain assumptions and information provided to Milliman are correct.
- > April 9, 2009: Milliman provides the electronic RDS attestation, if Coast qualifies.

Milliman generally bills professional fees on an hourly basis and we bill out-of-pocket expenses at cost. However, based on the assumption that Coast has one benefit option, I am able to quote a fixed fee of \$4,500.

Except as set forth herein, all aspects of the April 6, 2007 Consulting Services Agreement between Milliman and Coast will apply to this engagement.

We look forward to assisting you with this important project. Jason Brick will be contacting your organization soon to discuss the contents of this letter and address any questions you may have. Thank you.

Sincerely

Troy M. Hipek, FSA

Actuary

TMF/



Ms. Martha Coyne January 28, 2009 Page 4

Accepted by:	
Name	
Coast Community Colleg	ge District
Company	
Date	

SARS Software Products, Inc.

SARS-ALRT©

Support Agreement Order No. 08214

Customer Name and Mailing Address:

Orange Coast College 2701 Fairview Road Costa Mesa, California 92628-5005

Software Terms and Conditions

SARS Software Products, Inc. (SSP) will provide Support Services to Customer for the Software identified on the License Order-Schedule of the Software License Agreement subject to the terms and conditions set forth below:

1. Definitions

- 1.1 Customer means the entity named on the individual License-Order Schedule(s).
- 1.2 Documentation means the on-line help file and printed materials supplied by SSP with the Software.
- 1.3 License Agreement means the License Agreement between the parties.
- 1.4 New Release means a new version of the Software. A New Release, as opposed to an Update, is a major change to the Software, involving major changes to the system, added features, and database structural changes, as well as any on-screen help Documentation changes, and improvements to correct errors and defects.
- 1.5 Off-Hours means all hours other than the PPM.
- 1.6 Other Software means any software other than the most current version of the Software.
- 1.7 Principal Period of Maintenance ("PPM") means 8:30 am to 5:00 p.m. PST/PDT, Monday through Friday, excluding SSP designated holidays.
- 1.8 Software means the object code version of computer programs, including the on-line help file, and any related Documentation for the Software identified in the License Order -Schedule(s). Unless otherwise indicated, Software includes Updates and New Releases.
- 1.9 Support Maintenance Fee means the annual fee that the Customer pays to SSP for the services described in Section 4.
- 1.10 Support Services means the software Support Services described in Section 4.
- 1.11 Then-Current Charges means SSF then-current hourly rate for services, including any travel time to and from Customer site, plus out-of-pocket expenses incurred, including but not limited to travel, meals, lodging, and miscellaneous necessary supplies.
- 1.12 Update means a minor change to the current release of the Software. An Update is issued to maintain the operational quality of the Software and may contain patches, modules, corrections or new features that are small.

2. Term

2.1 Unless otherwise specified on the License Order-Schedule, the initial term for Support Services will be twelve months and will commence on the date SSP provides the Software. Following the initial term, support will continue on an annual renewal basis unless terminated or canceled by either party with 60 days written notice prior to the expiration of the current term.

3. Support Maintenance Fee

3.1 Customer shall pay SSP an annual Support Maintenance Fee for the services described in Section 4. For the initial term of this Agreement, the annual Support Maintenance Fee is included as part of the license fee paid pursuant to the License Agreement between the parties. For any renewal term of this Agreement, the annual Support Maintenance Fee shall be the annual fee that SSP charges to customers for the services described in Section 4.

4. Software Support Description

The specific Support Services are described below:

- 4.1 Telephone or Electronic-Mall Services. SSP personnel will provide assistance by voice or electronic communication during the PPM by answering questions regarding the use of the Software and helping Customer identify, verify, and resolve problems with the Software.
- 4.2 Software Error Resolution Services. SSP will make reasonable efforts to correct any material errors in the Software which are reported in writing to SSP by Customer and which can be reproduced and adequately documented. Customer will install all error corrections.
- 4.3 Software Updates. SSP may periodically update current releases of Software. SSP will notify Customer of the Update which will be made available via the Internet. Customer will install all Updates.

1

SSPSAT-20020322

- 4.4 Software New Releases. SSP will provide Customer with any standard New Releases of the Software which are released by SSP on a general basis. Customer will install all New Releases. Any custom modifications to such New Releases which are required to meet Customer's specific requirements or to incorporate prior modifications made for Customer shall be subject to SSP Then-Current Charges and conditions.
- 4.5 Software On-Site Support. SSP will provide on-site service if a Software problem remains unresolved only after Customer has utilized telephone or electronic mail Services as prescribed in Section 4.1.
- 4.6 Additional Support. SSP will provide additional telephone and e-mail support, provided the frequency and length of calls is reasonable, as determined by SSP in its sole discretion.

5. Support Limitations and Exclusions

- 5.1 Support Services will be provided for SSP's most current release of Software only. SSP will make reasonable efforts to fix errors reflecting material deviations from the Documentation as are reported to SSP by Customer, unless such failure has resulted from accident, misuse, alteration, or misapplication of the Software.
- 5.2 Commencing 60 days after a New Release, SSP shall have no obligation to provide Support Services for any version of the Software other than that New Release.
- 5.3 SSP shall have no obligation to provide any Support Services on Customer's site, except in cases where SSP is unable to provide the Support Services from its own service center. If SSP provides Support Services on Customer's site and determines that any apparent problem with the Software which is reported to SSP by Customer is due to (a) hardware problems, (b) Other Software problems, (c) improper treatment or use or operation of the Software, (d) failure to perform any tests or procedures recommended by SSP for the purpose of identifying and/or resolving any problems, (e) use by unqualified personnel, (f) alterations of the Software by Customer or any third party without SSP's prior written approval or any damage caused thereby, (g) use of any version of the Software other than the most recent New Release, or (h) failure to comply with the terms and conditions of this Agreement or any other agreement with SSP, such support effort shall be billed by SSP at the Then-Current Charges, and paid by Customer.
- 5.4 Support Services provided by SSP at Customer request during Off-Hours may be subject to SSP Then-Current Charges.
- 5.5 SSP shall have no obligation to provide installation, support, maintenance, diagnostics, or repair for any hardware or associated operating system. Hardware maintenance is the sole responsibility of Customer.
- 5.6 SSP shall have no obligation to provide, install, or support any network component or wiring. Network maintenance is the sole responsibility of the Customer.
- 5.7 PPM hours of service are subject to change at any time with no less than three (3) days notice by SSP.
- 5.8 SSP shall have no obligation to provide (a) specification changes requested by Customer, customization of the Software, or development of data input, or (b) support for Customer-written applications. Any such services are not covered by this Agreement.

6. Customer Responsibilities

- 6.1 During Support Service, Customer must provide any and all passwords for the network client workstations, file server, or any other server or client workstation. It is the responsibility of the Customer to then change all passwords after support has been provided.
- 6.2 Backup of Software data files on a regular basis is the sole responsibility of Customer. In the advent of system failure, and without required backup, SSP will make a "best effort" attempt at recovery of said binary information at SSP Then-Current Charges.
- 6.3 Customer will designate one contact to serve as liaison with SSP for support requests. SSP may impose an additional fee if Customer elects to designate additional contacts. Customer may change its contact personnel by written notice to SSP.

7. Taxes

7.1 Customer will pay any tax SSP becomes obligated to pay by virtue of this Agreement, exclusive of taxes based on the net income of SSP.

8. Limitation of Liability

- 8.1 Unless further limited elsewhere in this Agreement, the entire liability of SSP and Customer's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, will not exceed the charges paid by Customer to SSP for the Software which is the subject matter of or directly related to the causes of action asserted.
- 8.2 In no event will SSP be liable for (a) any incidental, indirect, special or consequential damages including, but not limited to, loss of use, revenues, profits or savings, even if SSP knew or should have known of the possibility of such damages, (b) claims, demands or actions against Customer by any person, or (c) loss or damage to Customer's data from any cause.

9. Termination and Cancellation

9.1 This Agreement shall terminate upon termination of the License Agreement.

10. Other Provisions

- 10.1 Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- 10.2 Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- 10.3 THIS AGREEMENT WILL BE GOVERNED BY THE LOCAL LAW OF THE STATE OF CALIFORNIA.
- 10.4 This Agreement and the License Agreement constitutes the entire agreement between the parties with respect to the Support Services provided hereunder and supersedes all prior proposals and agreements, both oral and written, and all other written and oral communications between the parties. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by the Customer, including any preprinted terms on any Customer purchase orders.
- 10.5 SSP may assign this Agreement without Customer's consent. Any such assignment, however, will not change the obligations of SSP to Customer. Customer will not assign or transfer its rights or obligations under this Agreement without prior written consent of SSP. Any assignment or transfer prohibited by this provision will be void.

- 10.6 This Agreement can be modified only by a writing signed by a duly authorized representative of SSP.10.7 No legal action or proceeding, regardless of its form, related to or existing out of this Agreement, may be brought by either party more than two (2) years after the cause of action first occurred.

 10.8 Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the
- remaining provisions will remain in full force and effect.

Customer acknowledges it has read and understands this Agreement (including all attached schedules, addends, and amendments) and is not entering into this Agreement on the basis of any representations not expressly set forth in it.

Agreed and Accepted: SARS Software Products, Inc.	Customer Orange Coast College		
Jorne Fields Doty	•		
(Signature)	(Signature)		
Joanne Fields Doty			
(Printed/Typed Name)	(Printed/Typed Name)		
Vice President	• • • • • • • • • • • • • • • • • • • •		
(Title)	(Title)		
December 17, 2008	•		
(Date)	(Date)		

SARS Software Products, Inc.

SARS-ALRT©

Software License Agreement Order No. 08214

Customer Name and Mailing Address:

Orange Coast College 2701 Fairview Road Costa Mesa, California 92628-5005

Terms and Conditions

SARS Software Products, Inc. (SSP) will license to Customer the Software identified on the License Order-Schedule(s) attached to this license agreement subject to the terms and conditions set forth below:

1. Definitions

- 1.1 Customer means the entity named on the individual License-Order Schedule(s).
- 1.2 Documentation means the on-line help file and printed materials supplied by SSP with the Software.
- 1.3 New Release means a new version of the Software. A New Release, as opposed to an Update, is a major change to the Software, involving major changes to the system, added features, and database structural changes, as well as any on-screen help Documentation changes, and improvements to correct errors and defects.
- 1.4 Proprietary Information means Software, Documentation, including printed materials, and any other information confidential to SSP or its licensors.
- 1.5 Principal Period of Maintenance ("PPM") means 8:30 am to 5:00 p.m. PST/PDT, Monday through Friday, excluding SSP designated holidays.
- 1.6 Professional Services means technical, consulting or other services provided by SSP which are outside the scope of the Support
- 1.7 Software means the object code version of computer programs, including the on-line help file, and any related Documentation for the Software identified in the License Order -Schedule(s). Unless otherwise indicated, Software includes Updates and New Releases.
- 1.8 Support Service means the software support services described in the Support Agreement, section 4.
- 1.9 Support Agreement means the Support Agreement between the parties.
- 1.10 SSP means SARS Software Products, Inc.
- 1.11 Then-Current Charges means SSP then-current hourly rate for such services, including any travel time to and from Customer site, plus out-of-pocket expenses incurred, including but not limited to travel, meals, lodging, and miscellaneous necessary supplies.
- 1.12 Update means a minor change to the current release of the Software. An Update is issued to maintain the operational quality of the Software and may contain patches, modules, corrections or new features that are small.

2. Effective Date

This Agreement will become effective when signed by both parties and will continue in effect unless terminated in accordance with the provisions set forth in this Agreement.

3. Software

- 3.1 SSP will provide one set of the Software that is the most current on the date that the Software is provided.
- 3.2 SSP will provide all Updates and New Releases of the Software as long as the Support Agreement is in effect.

4. Payment

- 4.1 Customer will pay the license fee set forth in the License-Order Schedule(s), which will be invoiced when the Software is provided.
- 4.2 Customer will pay charges for Support Service, as applicable, which will be invoiced in advance annually.
- 4.3 Customer will pay charges for Support Services provided during times other than the PPM and for Professional Service at Then-Current Charges, which will be invoiced as the services are performed.
- 4.4 All charges must be paid no later than 30 days from the date of the invoice. SSP may impose a late payment charge equal to the lesser of (a) 1-1/2 % per month or (b) the maximum rate allowed by law.

5. Tayes

Customer will pay any tax SSP becomes obligated to pay by virtue of this Agreement, exclusive of taxes based on the net income of SSP.

6. Protection of Proprietary Information

- 6.1 Customers will keep in confidence and protect Proprietary Information from disclosure to third parties and restrict its use as provided in this Agreement. Customer acknowledges that unauthorized disclosure of Proprietary Information may cause substantial economic loss to SSP or its licensors. All materials containing Proprietary Information will be marked with "Proprietary", Confidential", or in a manner which gives notice of its proprietary nature. Proprietary Information will not be copied, in whole or in part, except when essential for correcting, generating or modifying Proprietary Information for Customer's authorized use. Each copy, including its storage media, will be marked by Customer with all notices which appear on the original.
- 6.2 Upon termination or cancellation of any license granted under this Agreement, Customer will destroy (and certify destruction in writing) or return to SSP all copies of the Software the license for which has been so terminated or canceled, and any other related Proprietary Information in Customer's possession.
- 6.3 Any ideas, concepts, know-how, data processing techniques, Software, Documentation, printed materials, diagrams, schematics or blueprints developed by SSP personnel (alone or jointly with Customer) in connection with any services provided to Customer will be the exclusive property of SSP. SSP grants to Customer a non-exclusive, royalty-free license to use any of the foregoing in accordance with the terms of this Agreement.
- 6.4 This Section 6 will survive termination or cancellation of this agreement.

7. License

- 7.1 SSP grants to Customer a personal, non-exclusive, non-transferable and limited license to use the Software and related Documentation according to the terms and conditions of this Agreement, solely for Customer's internal data processing requirements. Customer is authorized to use as many copies of the Software as are licensed. Customer's use of Software will also be governed by any additional conditions which SSP may provide on or prior to SSP providing the Software.
- 7.2 Customer may use the Software for the purpose of developing and running other software programs for its internal use only. Customer shall not market or sublicense the Software, or any software program developed with the Software. Customer may combine Software with other programs or materials to form an updated work provided that upon discontinuance or termination of the license, the Software will be removed from the updated work and returned to SSP. Customer shall not use the Software in service bureau mode or to provide consulting services.
- 7.3 Customer will not decompile, disassemble, reverse engineer or modify any Software provided under the Agreement. Customer will make and maintain no more than one archival copy (for backup purposes) of the Software which will contain all legends and notices and will be subject to the same conditions and restrictions as the original.
- 7.4 This Agreement does not transfer to Customer title to any intellectual property contained in any Software, Documentation or Proprietary Information.
- 7.5 Customer shall not be entitled to use any Software unless Customer has a valid written license to use the Software and all applicable charges for the use of the Software have been paid.

8. Support and Professional Services

- 8.1 During the initial term of the Support Agreement, and each renewal term for which Customer pays the applicable renewal fee, SSP shall provide Support Services to Customer as set forth in the Support Agreement.
- 8.2 SSP, in its sole discretion, may provide Professional Services ordered by the Customer at SSP's Then-Current Charges. SSP will endeavor to provide such Professional Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the services to be provided. SSP may assign, reassign and substitute personnel at any time, and may provide the same or similar services to other customers.

9. Warranties and Disclaimers

- 9.1 SSP warrants that the Software in unaltered form will perform in substantial conformance with the Documentation for a period of twelve (12) months from the date that SSP provides the original version of the Software. In the event the Software fails to perform as warranted, as Customer's sole and exclusive remedy, SSP, at its option, will either (a) make reasonable efforts to correct such errors reflecting significant deviations from the Documentation as are reported to SSP by Customer during the warranty period, or (b) terminate this Agreement and refund the license fees paid.
- 9.2 This warranty is void if failure of the Software has resulted from accident, alteration, misuse or misapplication. SSP does not warrant that (a) the functions contained in the Software will meet Customer's requirements, (b) the Software will operate in combinations selected for use by Customer, or (c) the Software will operate uninterrupted or error free. Customer is solely responsible for verifying the correctness and accuracy of all data and calculations.
- 9.3 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. SSP DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FUNESS FOR A PARTICULAR PURPOSE AS TO ALL SSP SOFTWARE. SSP WARRANTIES EXTEND SOLELY TO CUSTOMER.

10. Limitation of Liability

- 10.1 Unless further limited elsewhere in this Agreement, the entire liability of SSP and Customer's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, will not exceed the charges paid by Customer to SSP for the Software which is the subject matter of or directly related to the causes of action asserted.
- 10.2 In no event will SSP be liable for (a) any incidental, indirect, special or consequential damages including, but not limited to, loss of use, revenues, profits or savings, even if SSP knew or should have known of the possibility of such damages, (b) claims, demands or actions against Customer by any person, except as provided in Section 11, or (c) loss or damage to Customer's data from any cause.
- 10.3 SSP shall not be liable for any damages arising out of the use of software products developed by Customer utilizing the Software.
- 10.4 SSP may direct Customer to third parties having products which may be of interest to Customer for use in conjunction with the Software. Notwithstanding any SSP recommendation, referral or introduction, Customer will independently investigate and test third party products and services and will have sole responsibility for determining suitability for use of third party products and services. SSP has no liability with respect to claims relating to or arising from use of third party products and services.

1.	Patent.	Convright	and Trade Secret	t Indemnification
----	---------	-----------	------------------	-------------------

- 11.1 SSP, at its own expense, will defend and indemnify Customer against claims the Software infringes a United States patent or copyright or misappropriate trade secrets protected under United States law, provided Customer (a) gives SSP prompt written notice of such claims, (b) permits SSP to defend or settle the claims, and (c) provides all reasonable assistance to SSP in defending or settling the claims.
- 11.2 In addition to the rights and duties under Section 11.1, as to any Software which is subject to a claim of infringement or misappropriation, SSP may elect to (a) obtain the right of continued use of such Software for Customer, (b) replace or modify the Software to avoid such claim, or (c) if neither alternative is available on commercially reasonable terms, terminate this license and refund a prorate share of the license fee paid by Customer based upon the number of days that Customer licensed the Software and a total Software life of five years. For example, if SSP terminates the license after 548 days (18 months), SSP shall refund 70 percent of the license fee (Refund Percentage = 1 548/(365x5)).
- 11.3 SSP will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by a parent, subsidiary or affiliate of Customer, (b) results from Customer's alteration or modification of the Software, (c) results from use of the Software in combination with non-SSP software, or (d) results for the use of an earlier version of the Software when the claim could have been avoided by Customer's installing an Update or a New Release.
- 11.4 This Section 11 states the entire liability of SSP and Customer's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation.

12. Termination and Cancellation

- 12.1 Without prejudice to other remedies, SSP may cancel this Agreement or any order placed under it for default and repossess the Software if, upon written notice, Customer fails to (i) make any payment identified as delinquent within ten (10) days or (ii) cure any default relating to Sections 6 or 7 within thirty (30) days.
- 12.2 Termination or cancellation of this Agreement will not affect any rights or duties arising under it with respect to Proprietary Information.

13. Other Provisions

- 13.1 All risk of loss or damage to Software passes to Customer upon receipt.
- 13.2 Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- 13.3 Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- 13.4 With respect to the Software and other materials provided hereunder, including Documentation and Proprietary Information, Customer acknowledges that it is familiar with and agrees to comply with the export laws and regulations of the United States of America and any other country in which it operates.
- 13.5 THIS AGREEMENT WILL BE GOVERNED BY THE LOCAL LAW OF THE STATE OF CALIFORNIA.
- 13.6 This Agreement and the Support Agreement constitutes the entire agreement between the parties with respect to the Software provided hereunder and supersedes all prior proposals and agreements, both oral and written, and all other written and oral communications between the parties. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by the Customer, including any preprinted terms on any Customer purchase orders.
- 13.7 SSP may assign this Agreement without Customer's consent. Any such assignment, however, will not change the obligations of SSP to Customer. Customer will not assign or transfer its rights or obligations under this Agreement without prior written consent of SSP. Any assignment or transfer prohibited by this provision will be void.
- 13.8 This Agreement can be modified only by a writing signed by a duly authorized representative of SSP.
- 13.9 No legal action or proceeding, regardless of its form, related to or arising out of this Agreement, may be brought by either party more than two (2) years after the cause of action first occurred.
- 13.10 Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions will remain in full force and effect.

Customer acknowledges it has read and understands this Agreement (including all attached schedules, addenda, and amendments) and is not entering into this Agreement on the basis of any representations not expressly set forth in it.

SARS Software Products, Inc.	Customer Orange Coast College		
Joanne Fields Doty (Fignature)			
(Signature)	(Signature)		
Joanne Fields Doty			
(Frinted/Typed Name)	(Printed/Typed Name)		
Vice President			
(Title)	(Title)		
December 17, 2008			
(Date)	(Date)		

SARS Software Products, Inc.

SARS-ALRT©

License Order - Schedule Order No. <u>08214</u>

This is not an Invoice

Software Licenses and Support Services Charges

List Products Applicable to This Agreement

item Numbe	Pasc piobi	Guerlify	Spitivate Licenses	Support Services Chemis	CINET CORPORE
1	SARS-ALRT Software License			加展 次為總統	
	Number of Users: Unlimited	1	7,500.00	學學歷了的影響	
2	SARS-ALRT Software Support initial One Year Term: Commencing with	1		No Charge	
3	SARS-ALRT Remote Training: 1 Day	1	Property of		1,000.00
4	Shipping	1	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	Stano - Cappo	15.00
5	Sales Tax (7.75%)	G	581.25	N/A	N/A

Total \$9,096.25

Special Terms and Conditions:

Agreed and Accepted: SARS Software Products, Inc.	Agreed and Accepted: Customer Orange Coast College		
Granne Field Doly (Signature)			
(§ignature)	(Signature)		
Joanne Fields Doty			
(Printed/Typed Name)	(Printed/Typed Name)		
Vice President			
(Title)	(Title)		
December 17 2008			
(Date)	(Date)		

			•

AMENDMENT OF STANDARD A	GREEMENT	PAGE	OF	PAGES
AMENDMENT NUMBER	DATE	1		1
	ISSUED			
002	6-Feb. 09			
TOOTTED DAY.				

ISSUED BY:

Coast Community College District (Coastline Community College) 11460 Warner Ave.
Fountain Valley, CA 92708

NAME AND ADDRESS OF COMPANY:

Advance Academy 96 Corporate Park, Suite 109 Irvine, CA 92606

DESCRIPTION AND TITLE OF SIGNER:		NAME AND TITLE OF CONTRACTING OFFICER				
Anita Tu CEO		Joycelyn Groot Director, Contract Development & Operation				
TELEPHONE	EMAIL	TELEPHONE	EMAIL			
(949) 468-7261	Aa2success@yahoo.com	(714) 241-6161	jgroot@coastline.edu			

This Amendment applies to the agreement between the Coast Community College District (Coastline Community College) and Advance Academy made and entered into effect January 20, 2005 and amended December 14, 2005.

DESCRIPTION OF AMENDMENT

- 1) Extends the term of the agreement through December 31, 2010.
- 2) Amends section 10.1 of the original agreement to provide authorization for the right of assignment by Advance Academy to another party upon written notification to District (CCC) from Advance Academy.

Except as provided herein, all other terms and conditions of this Agreement remain unchanged and in full force and effect and shall not be changed by this Amendment. This Amendment shall be effective from the date of its approval by the Board of Trustees of the Coast Community College District.

COMPANY	DATED SIGNED	CONTRACTOR	DATED SIGNED
		C.M. Brahmbhatt, Vice Chancellor Administrative Services	

COMPANY IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN THREE ORIGINAL SIGNED PIES TO THE ISSUING AGENCY ABOVE, ATTN: JOYCELYN GROOT.

Contract for Consulting Services

- 1. <u>Parties.</u> This contract ("Contract") is between the Coast Community College District, a California public agency ("District"), and Townsend Public Affairs, Inc., a California corporation ("Townsend"). District and Townsend are referred to herein as "Parties."
- 2. <u>Term.</u> The term of this Contract is from February 19, 2009 through December 31, 2009. The Parties may negotiate for this Contract to be renewed or extended.
- 3. <u>Services.</u> At the direction of District's Chancellor or designee, Townsend shall develop and implement a strategic government relations agenda for District to achieve specific public sector funding objectives with the State of California and the federal government, including, but not necessarily limited to, the following services: (a) advocating for program guidelines that will not hinder funding; (b) consulting regarding the development, review, and submittal of a competitive application; (c) advocating with key decision-makers and legislative supporters for full funding for the grant application, once submitted; (d) ensuring expedited and flexible disbursement of funding once secured; and (e) engaging in other related assignments, as directed by the Chancellor. Townsend shall prepare and submit three to five state and/or federal grant applications on behalf of District during the initial term of this Contract.
- 4. **Fees.** District agrees to pay Townsend a monthly fee of \$5,000, prorated for the month of February 2009. District also shall pay a 4.8% administrative expense fee to cover such standard office expenses as photocopies, facsimiles, postage, shipping, and long-distance telephone expenses. Townsend will submit a monthly invoice to District reflecting the fee and including any expenses incurred. District shall pay each billing within thirty days of receipt thereof.
- 5. **Expenses.** District shall reimburse Townsend for all reimbursable itemized expenses with third party vendors, including local transportation, meals and entertainment, and travel incurred while transacting business, as defined herein, on behalf of District. Such expenses shall be billed to District on a monthly basis,
- 6. <u>Laws, Rules, and Regulations</u>. Townsend shall perform its services in accordance with all applicable local, state, and federal laws and regulations.
- 7. **No Condition to Payment.** It is the intention of the Parties that the services rendered hereunder, and the payments made hereunder. are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal, or the achievement of any specific result. The Parties agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of services rendered hereunder.
- 8. <u>Independent Contractor</u>. It is the intention of the Parties that the services rendered hereunder shall be so rendered by Townsend as an independent contractor and not as an employee, agent, joint venturer, or partner of District. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and Townsend or any employee or agent of Townsend. The Parties acknowledge that Townsend is not an employee for state or federal tax purposes. Townsend shall retain the right to perform services for others during the term of this Contract.

- 9. <u>Work Product</u>. Any tangible work product that is developed by Townsend shall be the property of District.
- 10. **Confidentiality.** Townsend agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for District. It is understood, however, that disclosure of certain information provided by District may be necessary or appropriate in the course of its representation of District. Such disclosures shall be made upon consultation with District and with written consent from District
- 11. <u>Termination</u>. This Contract may be terminated by either Party upon thirty days written notice to the other Party.
- 12. <u>Contract Modifications</u>. District and Townsend agree that the terms and conditions of this Contract shall constitute the entire agreement between the Parties as to the matters set forth herein. District and Townsend may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the Parties.
- 13. <u>Attorneys Fees.</u> District and Townsend agree that the prevailing party in any dispute under this Contract shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.
- 14. <u>Certification of Non-Discrimination</u>. By signing this Contract, Townsend certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin, ancestry, physical handicap, or medical conditions.
- 15. **Notice**. Notice and written communications sent by one Party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To District:

Coast Community College District

Jack P. Lipton, Ph.D., Esq.

General Counsel, Coast Community College District

Burke, Williams & Sorensen, LLP

4 Park Plaza, Suite 850 Irvine, California 92614-2549

To Townsend:

Townsend Public Affairs, Inc.

Att: Christopher Townsend, President

2699 White Road, Suite 251 Irvine, California 92614

16. **Execution**. The representatives of District and Townsend warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

TOWNSEND PUBLIC AFFAIRS, INC., a California corporation	COAST COMMUNITY COLLEGE DISTRICT a California Public Agency
By: Christopher J. Townsend President	By: Jim Moreno Board President Signifying Approval by the District's Board of Trustees
Date:	Date::

				6



Proposal for PUBLIC SECTOR FUNDING AND GRANT ADVOCACY SERVICES

for the

COAST COMMUNITY COLLEGE DISTRICT

TABLE OF CONTENTS

Introduction & Engagement	2
State Government Funding Opportunities	3
Federal Government Funding Opportunities	4
Additional Services	13
Perspective on the Process	14
Client Service Team	16
Funding Achievements	18
Legislative Accomplishments	19
Client Roster	20
Elected Official References	21
Client References	22
Cost Proposal	23

INTRODUCTION & ENGAGEMENT

For your consideration, Townsend Public Affairs, Inc. (TPA) has prepared the following memo for the Coast Community College District, which includes an overview of our firm and a summary of potential public sector funding opportunities that we believe TPA could secure of behalf of the District. Reflective of the priority projects of the Coast Community College District and the most immediately available funding opportunities, we have placed an emphasis on state and federal funding in this proposal. Be advised the list of funding sources included in this proposal is not all-inclusive and that TPA will likely identify additional opportunities as we become more familiar with the specific needs of the District.

Townsend Public Affairs is a firm committed to helping public agencies and non-profit organizations achieve their funding and legacy project goals. In short, we have the local knowledge, the client-based perspective, and the history of proven results that will ensure success for the Coast Community College District. TPA is unique among government relations and advocacy firms for three primary reasons:

- 1. We are focused on <u>funding</u>: We have an unmatched record of accomplishment of securing funding for significant capital projects from local, state, and federal government sources.
- 2. We are based in the <u>community</u>: While we maintain very strong ties to key leaders in Sacramento and Washington, DC via our Capitol offices, we maintain and staff regional offices in the community. With regional offices in Irvine for Southern California, Oakland for Northern California, and Washington D.C., we engage daily in the issues and challenges faced by community colleges.
- 3. We bring <u>specific benefit</u> to our clients and their projects: We focus on the specific and unique funding and advocacy needs of our clients rather than simply providing another voice in the crowd on broader policy issues which the Community College League of California and other statewide associations focus.

With this combination of funding experience, community presence, and a relentless focus on adding value, we solve problems and help move priority projects from dreams into reality.

Securing public sector funding has been a core competency of Townsend Public Affairs since its inception and is what truly distinguishes TPA from other government relations firms. <u>TPA has secured over \$522 million in public sector funding for "legacy" capital improvement projects for various municipalities and local non-profit organizations.</u>

The funding identified above has come from state and federal budget earmarks, discretionary grants awarded by state agencies, as well as competitive grants and low-interest loans.

Our work goes beyond simply lobbying on behalf of our clients to secure funding. We provide the following coordinated services to achieve our clients' strategic public sector funding and policy objectives:

- 1. Identify strategic capital and operational funding needs.
- 2. Research and prepare a comprehensive report on the potential public sector funding sources to address the identified funding needs.
- Proactively pursue and secure favorable eligibility and priority criteria for our clients via legislative and regulatory processes in order to optimize their success with respect to specific grant programs.

- 4. Where there is no established program or funding stream to meet the needs of our clients, we work to develop a new budget line-item, a new bond proposal, or reallocation of funding from an underutilized program.
- After helping identify, shape, and develop the funding programs to meet the needs of our clients, we help prepare grant applications or request letters, identify partners and legislative sponsors, and then advocate for funding throughout the entire budget, grant, or other funding process.
- 6. Finally, and critically, once the funding is secured, we help ensure rapid disbursement that provides the flexibility our clients need to complete the project.

TPA typically charges an all-inclusive monthly fee for working on the aforementioned opportunities. This includes grant support services for a wide variety of projects, proactive identification of new funding opportunities, diligent process management, and implementation of an advocacy strategy designed to maximize funding. Furthermore, all of our consulting contracts contain a 30-day no-fault termination clause to protect our clients if circumstances change at any time.

We would be proud and honored to count the Coast Community College District among our portfolio of public agency and non-profit clients, and we look forward to meeting with you soon to continue our discussion about how we can help the District transform its priority projects from concept into reality.

The following pages outline specific State and Federal funding opportunities for Coast Community College District.

STATE GOVERNMENT FUNDING OPPORTUNITIES

Townsend Public Affairs, Inc. has an unmatched record of accomplishment of securing public funding for capital projects and ongoing operations and has secured almost \$522 million in funds for our clients over the last few years. We have identified a number of public sector funding sources from which we could secure funds for priority projects of the Coast Community College District.

2006 Infrastructure Bond Measures

There has never been a stronger consensus and focus on infrastructure investment in the state of California than exists right now. The Governor, legislative leadership, and independent interest groups worked together in 2006 and presented California voters a comprehensive package of bond measures that provided funding for the infrastructure needs of the state. On November 7, 2006, the voters of California approved approximately \$43 billion in general obligation bond funding to invest in the infrastructure of the state. Propositions 1B, 1C, 1D, and 1E provide \$37.3 billion for transportation, housing and urban infill infrastructure including parks. Proposition 84, an initiative placed on the ballot by voter initiative, also authorizes \$5.4 billion for water quality, conservation. nature education facilities and park programs. Some of this funding has been allocated by formula, some through existing programs, and some will be spent according to programs and criteria that are still being defined by the Governor and Legislature. There will be significant opportunities to secure grants to the benefit of Coast Community College District and that if any funding can be earmarked for the community college district, that those needs are also addressed with this funding. Given the magnitude of opportunities at the state level and the priority projects within the District, securing funds from these measures should be the number one legislative goal for Coast Community College District.

The collective impact of these high-level efforts represents an extremely unique opportunity to secure funding from a state infrastructure bond to that would benefit a wide variety of potential projects and

initiatives. TPA specializes in lobbying such bond proposals to secure language in trailer bill to support projects that are important to our clients. TPA has been working with members of the Legislature since the passage of the infrastructure bonds to shape implementation language, and we are well positioned to capitalize on any opportunities that could pertain to the Coast Community College District.

FEDERAL GOVERNMENT FUNDING OPPORTUNITIES

Each year, the federal government disburses billions of dollars to fund District-specific projects. There are several different strategies for tapping into funding streams, including the following outlined below: Annual Federal Appropriations, Multi-year Funding Authorizations, Federal Grants, and Economic Stimulus Funds.

Economic Stimulus Funds

The Federal Economic Stimulus Package is targeted at public works and infrastructure related projects suitable for construction within 90 to 120-days of funding award. These dollars will largely be funneled through the states, utilizing existing funding programs. The House approved its package, which includes \$812 billion for stimulus projects and the Senate is scheduled next week to consider its own version. The final legislation is slated for consideration in mid-February. The District now faces a historic opportunity to access significant funding for career technical training programs focused on "green" standards for public works construction projects. TPA is prepared to assist in advocating for these funds at both the State and Federal level and is also ready to help craft guidelines to establish exactly how the funds will be distributed at the local level.

Specific to the priorities of the Coast Community College District, TPA would target the following federal stimulus funding sources:

- Education for the 21st Century: Funding for higher education modernization, green job training programs, and career technical education.
- Science and Technology Advancements: Funding for science facilities and broadband internet improvements for educational organizations.
- **Green Facilities:** Funding for increasing energy efficiency and fostering sustainability in higher education buildings.
- **Job Training and Employment Services:** Job training for adult, dislocated worker and youth services with priority given to green jobs and healthcare.

Annual Federal Appropriations

Rather than one budget bill, the federal spending process is implemented through multiple appropriations bills, many with funding streams of interest to the Coast Community College District. Federal appropriations bills contain programmatic spending allocated to agencies as well as "earmarked" funding for specific projects or initiatives. The insertion of programmatic and earmarked funding is heavily controlled by the leadership of the appropriations committee and subcommittees, all of which are chaired by the majority party.

The California delegation is well-positioned to shape how programmatic and earmarked funding is spent because their members are well-represented in leadership and on relevant committees. TPA has successfully accessed earmarked funding for organizations similar to the Coast Community College District, including appropriations in the Transportation, Housing and Urban Development (THUD), Labor, Health and Human Services (LHHS), and Homeland Security (HS) bills. There are additional appropriations bill within which earmarks for the Coast Community

College District can be included. In the last several federal appropriations cycles, TPA has been very successful and has secured more than eighteen earmarks totaling over \$9 million for our clients.

Specific to the priorities of the Coast Community College District, TPA would recommend the following federal funding sources:

- Fund for Innovation in Education (FIE): Provides for unique educational programs.
- Economic Development Initiative (EDI): Provides for capital funding for urban and community renewal projects.
- Institute of Museum and Library Services (IMLS): One of the "Related Agencies" funded within the Labor, HHS, and Department of Education budget, the IMLS conducts a number of competitive grant programs, and has recently begun awarding significant non-competitive grants within its budget.
- **Juvenile Crime Prevention (JCP):** Programming funding for crime prevention programs, which can include after-school programs and other educational efforts.

Multi-year Federal Funding Authorizations

In addition to annual Appropriations bills, there are also federal water infrastructure dollars available through the 2009 reauthorization of the Water Resources Development Act. Transportation dollars are available through the reauthorization of SAFETEA-LU, currently referred to as MAP 21 (Moving Ahead for Progress in the 21st Century). TPA has had enormous success in acquiring millions of dollars for transportation infrastructure projects for Community Colleges, Cities, as well as nonprofits such as the Discovery Science Center in Santa Ana.

Federal Grants

In addition to the earmarked funding through the Annual Federal Appropriations process, funding is also appropriated to a myriad of administrative agencies under the executive branch of government for competitive and special initiative grants. TPA has experience identifying grant funding opportunities, consulting in the development of competitive projects or initiatives, advising in the drafting of competitive applications, and in advocating for funding and expedited disbursement of federal funds.

ADDITIONAL SERVICES

The opportunities identified above are by no means an exhaustive inventory of the potential sources of funding, nor do they represent the totality of our client service proposal. As a full-service government funding and advocacy firm, as requested, we can engage all our capabilities in service of the Coast Community College District, including:

Legislative Tracking and Advocacy

Though the Internet has become a powerful tracking tool, the constant stream of legislation moving through the halls of government can prove difficult to manage without dedicated staffing, constant attention, and a ubiquitous presence in key committee meetings and behind-closed-doors meetings. It is even more challenging to have a true impact on the outcome of legislation without these resources. Through TPA's strategic partners and relationships with key elected officials, we are uniquely positioned to monitor priority legislation, help craft policy positions, and implement tactical strategies to achieve specific results. Whether it is monitoring the unique interests of the Coast Community College District related to the budget or transportation, or

developing legislation to protect the District's assets, TPA will provide staff with the tools they need to keep the Mayor and District Council fully informed and comfortable that the interests of the Coast Community College District are being heard.

Sourcing of Additional Funding Programs

TPA's proactive engagement with District leadership will undoubtedly uncover projects that are well-positioned for funding from sources not discussed above. Our extensive experience, relationships, and continuous engagement with the Governor, legislative leadership, and departmental and agency staff at the federal and state levels of government, provides us with a unique insight into a wide range of grant programs and funding opportunities that are often overlooked and could prove fruitful for the Coast Community College District.

Government and Regulatory Consulting and Advocacy

Our expanding team maintains a broad range of skills and experiences in working with a wide variety of local, regional, and multi-jurisdictional agencies, in addition to our work on the federal and state level. These talents can be leveraged on behalf of the Coast Community College District to craft broad political and strategic communications strategies, as well as to help resolve specific regulatory issues. As is the case with our grant-related activities, we strive to be a resource on the broadest possible range of initiatives and, as such, become an integral part of your state and federal advocacy team.

PERSPECTIVE ON THE PROCESS

Townsend Public Affairs, Inc. will develop a strategy based upon the following assumptions about the legislative process in general and the budget process in particular that have been proven time and again via our previous experiences and successes with other clients:

State Government Funding

- In order to pass a bill or secure a budget earmark of any real significance at the state government level, the client needs the sponsorship of a member of the state legislature, preferably one whose district represents the client, and ideally at least one each from both the Senate and Assembly.
- For such bills and budget earmarks to survive the state legislative process, the client
 must enjoy the support, tacit or otherwise, from the chairpersons of the relevant
 legislative policy and budget committees, as well as the leadership of the majority parties
 in both the Senate and Assembly.
- Finally, and most importantly, for such bills and budget earmarks to get signed into law in the State of California, the client must have the support of the Governor, especially given the power he aggressively exercises with the line-item veto.

Federal Government Funding

- In order to pass a bill or secure a budget earmark of any real significance at the federal government level, the client needs the sponsorship of a Member of Congress, preferably one whose district represents the client, or at least one Senator.
- For such bills and budget earmarks to survive the federal legislative process, the client must understand that federal budget legislation is decentralized and distributed over thirteen separate appropriation subcommittees that enjoy significant autonomy. Additionally, unlike the Governor of the State of California, the President does not enjoy the line-item veto privilege. Thus, federal budget earmarks are a process driven by the chairs of the appropriations subcommittees, whose support is arguably most critical to the prospects for success for the client.
- Finally, while the executive branch process is different from the legislative process, and
 the need for a strong meritorious application is critical, in order to secure a discretionary
 or competitive grant from a state or federal agency, the client must leverage the same set
 of political allies as outlined above to help support the application.

Our Team: Key Personnel Assigned to the Project

- > Christopher Townsend, President
- > Sean Fitzgerald, Senior Director, Southern California Office
- > Jennifer Thompson, Director, State Capitol Office
- > Casey Elliott, Senior Legislative Advocate, State Capitol Office
- Dana DeBeaumont, Director of Federal Affairs, U.S. Capitol Office
- > Catherine Townsend, Federal Liaison, U.S. Capitol Office

Our entire service team will be available to work together to develop and implement the public sector funding and grant advocacy plan for the Coast Community College District, though the key personnel for this engagement will be Christopher Townsend, Sean Fitzgerald and the State Capitol Team which includes Jennifer Thompson and Casey Elliott.

- With his strong Federal and State relationships and extensive background in advocacy for Community Colleges, Sean Fitzgerald will implement key strategies in supportive of the district's strategic public sector funding agenda.
- Jennifer Thompson directs the State Capitol Team and manages our clients in the State Capitol. She has staffed elected officials for over 10 years including current members of Congress and the State Senate. Jennifer's policy areas include healthcare, housing, economic development, small business, and human services.
- Casey Elliott, our Senior Legislative Advocate, has over 10 years of experience in drafting bill language and facilitating the passage of legislation. He will be of assistance on legislative tracking and if necessary, bill proposal development.
- Dana DeBeaumont, our Director of Federal Affairs, brings over 15 years of experience working on federal funding opportunities for her clients, including authorization legislation, appropriations bills, and agency grant programs.

The entire TPA teams will provide support to Coast Community College District, offering the following benefit:

- Liisa Lawson Stark, a Senior Associate and former lobbyist for the League of California Cities, has over 10 years of experience working on local government issues. Her specific areas of expertise relate to transportation, the state budget, public safety, and public works. She is also well-versed on inter-governmental collaboration and stretching resources to fund community projects.
- Heather Dion, as a former employee of the League of California Cities, brings a wealth of knowledge on local government issues including municipal law and finance. Heather's policy areas of expertise include water, local government, and federal earmarks.
- Jessica O'Hare is a Senior Associate in the Southern California office and has extensive experience working on transportation and congestion management issues in serving as Deputy Chief of Staff to an Orange County Supervisor for five years.
- Niccolo De Luca is a Senior Associate in the Northern California office and has 10 years of significant municipal government experience. He provides a unique perspective on local government issues, having served as the Deputy District Administrator and Assistant Public Works Director in the District of Oakland.

TPA Client Service Team



Christopher Townsend established Townsend Public Affairs, Inc. in September of 1998 and serves as its President. Previously, Christopher served as Senior Director of Government & Community Affairs for Taco Bell Corp, supervising all legislative and regulatory matters that affected Taco Bell at the federal, state and local levels of government, including: labor, employee benefits, food safety, franchising, immigration, and taxes. Christopher serves on the Board of Directors of the Democratic Foundation of Orange County and the Orange County Public Affairs Association. He received his BA in Political Science from Claremont McKenna College and his Master in Public Administration from Harvard.



Sean Fitzgerald, Senior Director, brings the experience of over a decade of service in government and non-profit management throughout Orange and Los Angeles Counties. Most recently, Sean served as the Director of Communications for Los Angeles City Councilwoman Janice Hahn. Prior to serving with Councilwoman Hahn, Fitzgerald worked with three different Chambers of Commerce in executive management, government relations and economic development roles. A native of Orange County, Sean earned a Bachelor of Arts Degree in Social Ecology from the University of California, Irvine and was also a founding Board member of both the Long Beach Enterprise Center and the Long Beach Chapter of the American Diabetes Association.



Jennifer Thompson, Director, provides a full-time presence in the State Capitol. Jennifer manages the majority of the company's housing and economic development projects including a statewide association for small business. Prior to joining TPA, Jennifer worked on public policy issues at the local, state, and federal levels of government, serving as a Senior District Aide to Congresswoman Barbara Lee and as Senior Field Representative for California Senator Ellen Corbett. Jennifer is actively involved in promoting women's leadership and is a member of the National Women's Political Caucus, the League of Women Voters and the CA State Democratic Party. Jennifer has a BA in Social Work and a certificate in Women's Studies from Colorado State University and a MSW in Social Welfare Management, Planning and Policy from UC, Berkeley.



Heather Dion, Director, brings a decade of experience in public policy, legislative and government affairs with local governments throughout California. Heather's experience includes working for the Nevada State Legislature, the League of California Cities, the Orange County Water District, and MuniFinancial. Her experience with these organizations ranges from overseeing state and federal legislative affair programs, local government finance including Proposition 218, water infrastructure and water management policy issues, and infrastructure financing. A native of Nevada, Heather received a BA from the University of Nevada Reno and a Master of Public Administration from California State Long Beach.



Casey Elliott, Senior Legislative Advocate, builds on our strong Sacramento presence, adding extensive legislative experience to compliment our unparalleled public sector funding advocacy expertise. He brings to this position nearly a decade of Capitol experience having worked on legislation for the legislative and executive branches, as well as for a constitutional officer. Most recently, Casey served as a Legislative Assistant to Assemblymember Tom Umberg, where he served as the consultant to the Assemblymember on education, transportation, and environmental issues. Prior to working in the Assembly, Casey served as the Legislative Coordinator for the Secretary of State for both Bruce McPherson and Kevin Shelley. Casey received a BA in Political Science from University of California, Davis.

TPA Client Service Team (cont.)



Jessica O'Hare, Senior Associate, joined TPA in January 2008. Prior to joining TPA, Jessica served as Deputy Chief of Staff to Orange County Supervisor Chris Norby for five years where she focused on transportation issues. Key initiatives she championed include creation of a Performance Audit Function, thorough review of procurement policies at both the County of Orange and the Orange County Transportation Authority, and identifying solutions to the County's traffic congestion issues. Jessica received a BA from Claremont McKenna College in Government-Spanish and is currently completing her MPA at the University of Southern California. She serves as the Appointments Chair for the Women's Transportation Seminar Orange County Chapter.



Niccolo De Luca, Senior Associate, joined TPA's Northern California office in early 2008 and brings to the team over ten years of significant municipal government experience. Previously, Niccolo served as the Deputy City Administrator in the City of Oakland. In this role he was third in charge for overall day-to-day operations of the 7th most populous city in California, working closely with the Mayor, City Council, Police, Fire, Public Works, and Parks and Recreation Departments. Prior to this position, Niccolo was the Assistant Director of the Public Works Agency and took a lead role in drafting, presenting, and getting approval of the \$93 million agency budget. Niccolo is an Oakland native and received a BA in American History from the University of Oregon, Eugene, and completed a one year program at the Universita per Stranieri in Siena, Italy.



Liisa Lawson Stark, Senior Associate, joined TPA's State Capitol office in May 2008 and brings with her extensive experience in transportation policy. Prior to joining TPA, Liisa was a legislative representative for the League of California Cities responsible for the League's transportation, public works, public contracting and public safety legislative programs and policy process. Liisa worked very closely on the implementation of Proposition 1B, developing the implementation guidelines for the Local Streets and Road Program to help expedite expenditure of these monies by cities and counties, and was recognized for securing \$1 billion for cities from the bond. Liisa graduated from California State University, Chico with a BA in Public Relations and a minor in Spanish.



Catherine Townsend, Federal Liaison, at the TPA Washington, DC office. Catherine oversees the federal appropriations process and manages member relations for TPA clients. Catherine brings over 20 years of non-profit management expertise to TPA, including the areas of fundraising, program design, cause-related marketing, branding and special events. Previously, she served as the Associate Director of Share Our Strength, one of the nation's leading organizations working to end childhood hunger. Catherine is an active member of the Capitol Hill community, helping lead a recent public-private initiative to renovate eight public school libraries and the commissioner and coach of the Sports on the Hill girls basketball program. She received her BS in Psychology from Scripps College in Claremont, CA.

Additional Personnel

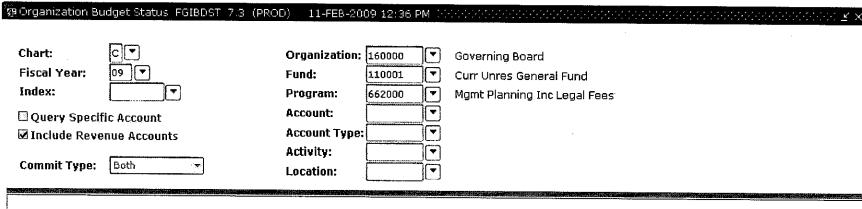
Southern California
Chrysten Davis, Business Manager
Diane Rana, Administrative Associate
Jonathon Poole, Administrative Associate

Northern California Amanda Fenton, Associate Autumn Miley-Boland, Administrative Associate

State Capitol
Spring Packard, Administrative Associate

Townsend Public Affairs, Inc. - Client Funding Achievements

Bowes Museum of Cultural Art		ACQUE	HITION TOTALS
Boys & Girls Club of Harbor City/Harbor Gateway \$ 75,000	Bowers Museum of Cultural Art	\$	4,250,000
California Association for Microenterprise Opportunity \$ 249.400 California Spase Authority \$ 150,000 Children's Discovery Museum of San Jose \$ 1,871,000 Children's Discovery Museum of San Jose \$ 1,871,000 Chy of Aliso Vice \$ 0,000 City of Analeim \$ 8,188,872 City of Analeim \$ 8,188,872 City of Analeim \$ 8,500,000 City of Turotch \$ 8,500,000 City of Brea \$ 150,300 City of Emeryville \$ 600,000 City of Fullerton \$ 2,400,861 City of Fullerton \$ 2,400,861 City of Glendale \$ 779,453 City of Glendale \$ 779,453 City of Lomita \$ 779,453 City of Merced \$ 1,481,050 City of Merced \$ 1,223,810 City of Merced \$ 1,223,811 City of Merced \$ 1,223,811 City of Merced \$ 1,223,811 City of Santa Ana \$ 8,813,8440 City of Santa Ana \$ 8,813,8440 City of Tutare \$ 8,622,298	Boys & Girls Club of Harbor City/Harbor Gateway	\$	
California Space Authority \$ 150,000 Childrian's Discovery Museum of San Jose \$ 1,375,000 Chabot Space & Science Center \$ 1,671,000 City of Aliso Virijo \$ 500,000 City of Anisch \$ 8,690,000 City of Anisch \$ 36,500,000 City of Anisch \$ 600,000 City of Fisea \$ 100,000 City of Fisea \$ 600,000 City of Fisea \$ 600,000 City of Fisea \$ 600,000 City of Fisea \$ 847,020 City of Fullerton \$ 847,020 City of Fullerton \$ 2,460,861 City of Garden Grove \$ 1,481,050 City of Garden Grove \$ 1,481,050 City of Laguna Niquel \$ 560,000 City of Indicate \$ 777,463 City of Indicate \$ 1,23,810 City of Macread \$ 12,114,490 City of Macread \$ 12,114,490 City of Placentia \$ 650,006 City of Placentia \$ 650,006 City of Placentia \$ 650,006 City of Placentia		\$	443,000
Children's Discovery Museum of San Jose		\$	249,400
Chabot Space & Science Center \$ 1,671,000 City of Also Viejo \$ 500,000 City of Anaheim \$ 8,650,000 City of Anaheim \$ 86,500,000 City of Antioch \$ 86,500,000 City of Frience \$ 150,300 City of Frience \$ 600,000 City of Frience \$ 847,020 City of Fullerton \$ 2,450,861 City of Garden Grove \$ 1,461,050 City of Laguna Niquel \$ 500,000 City of Laguna Niquel \$ 500,000 City of Laguna Niquel \$ 500,000 City of Merced \$ 1,2114,480 City of Merced \$ 1,2114,480 City of Osahand \$ 65300,665 City of Placentia \$ 7,6672,298 City of Placentia \$ 7,6672,298 City of Tutare \$ 18,605,500 Craft and Folk Art Museum \$ 18,605,500 Dana Adobe Nipomo Arnigos, Inc. \$ 881,167 Discovery Science Center \$ 27,691,000 Envelsion Schools \$ 1,152,000 Envision Schools \$ 1,582,484 Fruit		\$	150,000
Chabot Space & Science Center	Children's Discovery Museum of San Jose	\$	1,375,000
City of Anahelm		\$	
City of Brea		\$	500,000
City of Erneryville		\$	8,168,872
City of Emeryville	City of Antioch	\$	36,500,000
City of Fresno \$ 847,020 City of Fullerlon \$ 2,450,861 City of Garden Grove \$ 1,481,050 City of Glendale \$ 779,453 City of Laguna Nilguel \$ 560,000 City of Lomita \$ 1,023,810 City of Merced \$ 12,114,489 City of Oxidand \$ 65,300,665 City of Orange \$ 200,000 City of Placentia \$ 76,672,288 City of Standa Ana \$ 11,8440 City of Tulare \$ 18,605,500 Craft and Folk Art Museum \$ 18,605,500 Craft and Folk Art Museum \$ 18,605,500 Dana Adobe Nipomo Amigos, Inc. \$ 861,187 Discovery Science Center \$ 27,691,000 Enwey Unified School District \$ 11,52,000 Enwision Schools \$ 1,152,000 Fruivale Development Corporation \$ 562,060 Hawthome School District \$ 15,832,484 Fruivale Development Corporation \$ 562,000 Midspace Children's Museum \$ 249,001 Makeran Museum/El Museo Mexicano \$ 249,000 Mission San Juan Capistrano		\$	150,300
City of Fullerton \$ 2,450,861 City of Garden Grove \$ 1,481,050 City of Laguna Niguel \$ 560,000 City of Carden \$ 12,114,490 City of Oakland \$ 65,300,685 City of Orange \$ 200,000 City of Placentia \$ 76,672,288 City of Placentia \$ 8,118,440 City of Santa Ana \$ 8,118,440 City of Tulare \$ 18,005,500 Craft and Folk Art Museum \$ 132,000 Discovery Science Center \$ 27,991,000 Emery Unified School District \$ 1,152,000 Emvision Schools \$ 15,832,484 Fruitviale Development Corporation \$ 562,000 Hawthome School District \$ 1,990,500 Kidspace Children's Museum \$ 240,000 Hawtoch Children's Museum \$ 240,000 Mexican Museum/El Museum Mexicano \$ 2,900,000 Mission San Juan Capistrano Foundation \$ 9,978,435 Makand Museum		\$	600,000
City of Fullerton \$ 2,450,861 City of Garden Grove \$ 1,481,050 City of Laguna Niguel \$ 560,000 City of Laguna Niguel \$ 560,000 City of Laguna Niguel \$ 560,000 City of David \$ 1,21,14,490 City of Oakland \$ 65,300,685 City of Oarange \$ 200,000 City of Placentia \$ 76,672,298 City of Santa Ana \$ 13,805,500 Craft and Folk Art Museum \$ 132,000 Darna Aldobe Nipomo Amigos, Inc. \$ 861,167 Discovery Science Center \$ 27,691,000 Emery Unified School District \$ 11,52,000 Emery Unified School District \$ 15,832,484 Hawthome School District \$ 249,601 Hawthome School District \$ 249,601 Kidspace Children's Museum \$ 249,601 Hawthome School District \$ 250,000 Kidspace Children's Museum \$ 24,000 Mexican Museum/El Museum Mission San Juan Capistrano Foundation \$ 2,400,000 Mexican Museum/El Museum Mission San Juan Capistrano Foundation \$ 2,500,000 Oakland Zoo		\$	
City of Garden Grove \$ 1,481,050 City of Laguna Niguel \$ 560,000 City of Laguna Niguel \$ 560,000 City of Lomita \$ 1,238,810 City of Davage \$ 25,000,000 City of Oarage \$ 200,000 City of Placentia \$ 75,672,288 City of Santa Ana \$ 8,118,440 City of Santa Ana \$ 8,118,440 City of Tulare \$ 136,605,500 Craft and Folk Art Museum \$ 132,000 Dana Adobe Nipomo Anrigos, Inc. \$ 861,167 Discovery Science Center \$ 77,691,000 Emery Unlified School District \$ 1,152,000 Envision Schools \$ 1,582,484 Furbiavale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Havitome School District \$ 250,000 Kidspace Children's Museum \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 2,600,000 Mission San Juan Capistrano Foundation \$ 9978,4	City of Fullerton		2,450,861
City of Clandale \$ 779,453 City of Laguna Niguel \$ 500,000 City of Laguna Niguel \$ 1,023,810 City of Merced \$ 12,114,490 City of Oakland \$ 65,000,665 City of Oakland \$ 65,000,665 City of Placentia \$ 76,672,288 City of Santa Ana \$ 8,118,440 City of Tulare \$ 18,605,500 Craft and Folk Art Museum \$ 132,000 Dana Adobe Nigomo Amigos, Inc. \$ 861,167 Discovery Science Center \$ 27,681,000 Emery Unified School District \$ 1,152,000 Emery Unified School District \$ 1,152,000 Envision Schools \$ 15,882,484 Fruitvale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Hawthome School District \$ 289,000 Kidspace Children's Museum \$ 2,400,000 Mission San Juan Capistranor Foundation \$ 2,800,000 Mission San Juan Capistranor Foundation \$ 3,605,618 Municipal Water District of Orange County \$ 2,877,000 Oakland Zoo \$ 350,000		\$	
City of Laguna Niguel \$ 560,000 City of Lomita \$ 1,023,810 City of Dakland \$ 12,114,490 City of Oakland \$ 65,300,665 City of Placentia \$ 76,672,298 City of Placentia \$ 76,672,298 City of Santa Ana \$ 8,118,440 City of Tulare \$ 18,605,500 Craft and Folk Art Museum \$ 132,000 Dana Adobe Nipomo Amigos, Inc. \$ 861,167 Discovery Science Center \$ 27,681,000 Emery Unified School District \$ 1,182,000 Envision Schools \$ 1,182,000 Fruitvale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Habitot Children's Museum \$ 249,601 Hawthome School District \$ 250,000 Kidspace Children's Museum \$ 249,601 Hawthome School District \$ 250,000 Kidspace Children's Museum \$ 2,600,000 Mixison San Juan Capistrano Foundation \$ 2,600,000 Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000	City of Glendale		
City of Lomita \$ 1,023,810 City of Merced \$ 12,114,490 City of Orange \$ 65,300,665 City of Orange \$ 200,000 City of Placentia \$ 76,672,288 City of Santa Ana \$ 8,118,440 City of Tulare \$ 18,605,500 Craft and Folk Art Museum \$ 132,000 Dana Adobe Nipomo Amigos, inc. \$ 881,167 Discovery Science Center \$ 27,681,000 Emery Unified School District \$ 1,152,000 Envision Schools \$ 15,882,484 Fruitvale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Hawitome School District \$ 280,000 Kidspace Children's Museum \$ 1,990,500 Mexican Museum/El Museu Mexicano \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 984,000 Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oaklan	City of Laguna Niguel	\$	
City of Merced \$ 12,114,490 City of Oakland \$ 65,300,665 City of Orange \$ 200,000 City of Placentia \$ 76,672,298 City of Santa Ana \$ 8,118,440 City of Tulare \$ 18,605,500 Craft and Folk Art Museum \$ 132,000 Dana Adobe Nipomo Amigos, Inc. \$ 861,167 Discovery Science Center \$ 27,691,000 Emery Unified School District \$ 1,152,000 Envision Schools \$ 15,832,484 Fruitvale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Havithome School District \$ 250,000 Mexican Museum/El Museum \$ 250,000 Mexican Museum/El Museum \$ 250,000 Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland School For The Arts - Fox Theater Project \$ 350,000 Orange County Elekt Recorder \$ 150,000 Orange County High School of the Arts \$ 50,679,852 Orange	City of Lomita		
City of Oakland \$ 65,300,665 City of Orange \$ 20,000 City of Placentia \$ 76,672,298 City of Santa Ana \$ 1,118,440 City of Tulare \$ 18,605,500 Craft and Folk Art Museum \$ 132,000 Dana Adobe Nipomo Amigos, Inc. \$ 861,167 Discovery Science Center \$ 27,891,000 Emery Unified School District \$ 1,152,000 Emery Unified School District \$ 15,832,484 Fruitvale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Hawthome School District \$ 250,000 Kidspace Children's Museum \$ 1,990,500 Mexican Museum/El Museo Mexicano \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 984,000 Museum of Latin American Art \$ 3,605,618 Murnicipal Water District of Orange County \$ 2,500,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 250,000	City of Merced		
City of Orange \$ 200,000 City of Placentia \$ 76,672,298 City of Tulare \$ 8,118,440 City of Tulare \$ 18,605,500 Craft and Folk Art Museum \$ 182,000 Dana Adobe Nipomo Amigos, Inc. \$ 881,167 Discovery Science Center \$ 27,681,000 Emery Unified School District \$ 1,152,000 Envision Schools \$ 15,832,484 Fruitvale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Hawthorne School District \$ 250,000 Kidspace Children's Museum \$ 1,999,500 Mexican Museum/El Museu Mexicano \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 384,000 Museum of Latin American Art \$ 3805,618 Municipal Water District of Orange County \$ 2,500,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Baltation District \$ 2,500,000 Orange County Water District \$ 36,000,000 Orange	City of Oakland		
City of Placentia \$ 76,672,298 City of Santa Ana \$ 8,118,440 City of Tulare \$ 18,605,500 Craft and Folk Art Museum \$ 132,000 Dana Adobe Nipomo Arnigos, inc. \$ 861,167 Discovery Science Center \$ 27,691,000 Emery Unified School District \$ 1,152,000 Emy School District \$ 15,832,484 Fruitvale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Hawthome School District \$ 250,000 Kidspace Children's Museum \$ 1,990,500 Mexican Museum/El Museo Mexicano \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 984,000 Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,000 Orange County Water District \$ 350,000 Orange County Water District \$ 36,000,000	City of Orange		
City of Tulare \$ 8,118,440 City of Tulare \$ 18,605,500 Craft and Folk Art Museum \$ 132,000 Dana Adobe Nipomo Amigos, Inc. \$ 861,167 Discovery Science Center \$ 27,681,000 Emery Unified School District \$ 1,152,000 Envision Schools \$ 15,832,484 Fruitvale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Hawthome School District \$ 250,000 Kidspace Children's Museum \$ 1,999,500 Mexican Museum/El Museo Mexicano \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 984,000 Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Sanitation District \$ 360,000 Orange County Water District	City of Placentia		
City of Tulare \$ 18,605,500 Cratt and Folk Art Museum \$ 132,000 Dana Adobe Nipomo Amigos, Inc. \$ 861,167 Discovery Science Center \$ 27,691,000 Emery Unified School District \$ 1,152,000 Envision Schools \$ 15,832,484 Fruitvate Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Hawthome School District \$ 250,000 Kidspace Children's Museum \$ 1,990,500 Mexican Museum/El Museo Mexicano \$ 2,400,000 Mexican Museum/El Museo Mexicano \$ 2,400,000 Musision San Juan Capistrano Foundation \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland Museum of Lalin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Water	City of Santa Ana		
Craft and Folk Art Museum \$ 132,000 Dana Adobe Nipomo Amigos, Inc. \$ 861,167 Discovery Science Center \$ 27,691,000 Emery Unified School District \$ 1,152,000 Envision Schools \$ 15,832,484 Fruitvale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Hawthome School District \$ 250,000 Kidspace Children's Museum \$ 1,990,500 Missions Museum/El Museo Mexicano \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland Museum of California \$ 2,877,000 Oakland School For The Arts - Fox Theater Project \$ 35,000 Orange County Clerk Recorder \$ 350,000 Orange County Educational Arts Academy \$ 405,000 Orange County Banitation District \$ 250,000 Orange County Sanitation District \$ 30,000,000 Orange County Water District \$ 30,000,000 Pretend City - Children's Museum Of Orange County \$ 30,000,000 Pretend City - Children's Museum Of Orange County \$ 36,000,000	City of Tulare		
Dana Adobe Nipomo Amigos, Inc. \$ 861,167 Discovery Science Center \$ 27,691,000 Emery Unlified School District \$ 1,152,000 Envision Schools \$ 15,832,484 Fruitvale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Hawhome School District \$ 250,000 Kidspace Children's Museum \$ 1,990,500 Mexican Museum/El Museo Mexicano \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 984,000 Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland Museum of California \$ 2,377,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Light School of the Arts \$ 50,679,852 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 36,000,000			
Discovery Science Center \$ 27,691,000 Emery Unified School District \$ 1,152,000 Envision Schools \$ 15,832,484 Fruitvale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Hawthome School District \$ 250,000 Kidspace Children's Museum \$ 1,990,500 Mexican Museum/El Museo Mexicano \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 984,000 Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland Museum of California \$ 2,877,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3600,000 Rancho Santiago Community College District \$ 16,054,000	Dana Adobe Nipomo Amigos, Inc.		
Emery Unified School District \$ 1,152,000 Envision Schools \$ 15,832,484 Fruitvale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Hawthome School District \$ 250,000 Kidspace Children's Museum \$ 1,990,500 Mexican Museum/El Museo Mexicano \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 984,000 Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland Museum of California \$ 2,877,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Water District \$ 30,000,000 Orange County Water District \$ 30,000,000 Orange County Water District \$ 30,000,000 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,370,234			
Envision Schools \$ 15,832,484	Emery Unified School District		
Fruitvale Development Corporation \$ 562,060 Habitot Children's Museum \$ 249,601 Hawthome School District \$ 250,000 Kidspace Children's Museum \$ 1,990,500 Mexican Museum/Ell Museo Mexicano \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 984,000 Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland Museum of California \$ 2,877,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County Educational Arts Academy \$ 405,000 Orange County Sanitation District \$ 50,679,852 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 36,000,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Uniffied School District		,	
Habitot Children's Museum	Fruitvale Development Corporation		
Hawthome School District \$ 250,000 Kidspace Children's Museum \$ 1,990,500 Mexican Museum/El Museo Mexicano \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 984,000 Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland Museum of California \$ 2,877,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Sanitation District \$ 250,000 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation <td>Habitot Children's Museum</td> <td></td> <td></td>	Habitot Children's Museum		
Kidspace Children's Museum \$ 1,990,500 Mexican Museum/El Museo Mexicano \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 984,000 Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland Museum of California \$ 2,877,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Sanitation District \$ 250,000 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 36,000,000 Rancho Santiago Community College District \$ 16,054,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 23,081,360	Hawthome School District	<u> </u>	
Mexican Museum/El Museo Mexicano \$ 2,400,000 Mission San Juan Capistrano Foundation \$ 984,000 Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland Museum of California \$ 2,877,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Sanitation District \$ 250,000 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 38,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Uniffed School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 23,081,360	Kidspace Children's Museum		
Mission San Juan Capistrano Foundation \$ 984,000 Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland Museum of California \$ 2,877,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Water District \$ 30,000,000 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 23,081,360	Mexican Museum/El Museo Mexicano	\$	
Museum of Latin American Art \$ 3,605,618 Municipal Water District of Orange County \$ 2,500,000 Oakland Museum of California \$ 2,877,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Sanitation District \$ 250,000 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 23,081,360	Mission San Juan Capistrano Foundation	\$	
Municipal Water District of Orange County \$ 2,500,000 Oakland Museum of California \$ 2,877,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Sanitation District \$ 250,000 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360	Museum of Latin American Art		
Oakland Museum of California \$ 2,877,000 Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Sanitation District \$ 30,000,000 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360	Municipal Water District of Orange County	\$	
Oakland School For The Arts - Fox Theater Project \$ 9,978,435 Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Sanitation District \$ 250,000 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360	Oakland Museum of California		
Oakland Zoo \$ 350,000 Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Sanitation District \$ 250,000 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360	Oakland School For The Arts - Fox Theater Project		
Orange County Clerk Recorder \$ 150,000 Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Sanitation District \$ 250,000 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360	Oakland Zoo		
Orange County Educational Arts Academy \$ 405,000 Orange County High School of the Arts \$ 50,679,852 Orange County Sanitation District \$ 250,000 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360	Orange County Clerk Recorder		
Orange County High School of the Arts \$ 50,679,852 Orange County Sanitation District \$ 250,000 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360			
Orange County Sanitation District \$ 250,000 Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360	Orange County High School of the Arts		
Orange County Water District \$ 30,000,000 Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360			
Port of Los Angeles Charter High School \$ 16,370,234 Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360			
Pretend City - Children's Museum Of Orange County \$ 3,600,000 Rancho Santiago Community College District \$ 16,054,000 San Diego Children's Museum/Museo De Los Ninos \$ 38,000 Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360			
Rancho Santiago Community College District\$ 16,054,000San Diego Children's Museum/Museo De Los Ninos\$ 38,000Santa Ana Unified School District\$ 60,210,000Temescal Telegraph Community Association\$ 72,489Tiger Woods Foundation\$ 5,250,000Triangle Owners Group\$ 23,081,360			
San Diego Children's Museum/Museo De Los Ninos\$ 38,000Santa Ana Unified School District\$ 60,210,000Temescal Telegraph Community Association\$ 72,489Tiger Woods Foundation\$ 5,250,000Triangle Owners Group\$ 23,081,360			
Santa Ana Unified School District \$ 60,210,000 Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360			
Temescal Telegraph Community Association \$ 72,489 Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360			
Tiger Woods Foundation \$ 5,250,000 Triangle Owners Group \$ 23,081,360			
Triangle Owners Group \$ 23,081,360			
	Grand Total =	\$	522,102,959



Account	ccount Type Title		Type Title Adjusted Budget YTD A		YTD Activity	Commitments	Available Balance
3002		Likky Gmyloyea Benefits Holl	14.12.11.12.16 6,1/50,00	0.90	* A A A A A A A A A A A A A A A A A A A	6,059,00	
3230		PERS Retirement Non Instr	0.00	698,88	0.00	-698.88	
3330		OASDI Non Instr	00.0	679.96	0.00	-679.96	
3360		Medicare Non Instr	0.00	735.61	0.00	-735.61	
3361		PARS Non Instr	0.00	385,88	0.00	-385.88	
3630		Workers Comp Non Instr	0.00	864.26	00.0	-864.26	
5208		Trustees Conferences	20,833.00	14,712.81	0.00	6,120.19	
5209	E	Hrly and Non Employee Cor	4,167.00	2,421.61	00.0	1,745.39	
5306		Subscriptions	500.00	82.50	0.00	417.50	
5746		Legal Expenses	0.00	23,916.52	7,583.48	-31,500.00	
5899		Other Services	10,525.00	10,821.96	64,965.54	-65,262.50	
6411	JE	Equipment	1,500.00	766,26	0,00	733.74	
		Net Total:	-128,968.00	-106,931.25	72,549.02		

প্র Organization Budget Status FGIBDST 7.3 (PROD) Chart: Organization: 160000 Governing Board Fiscal Year: Fund: 110001 Curr Unres General Fund Index: Program: 662000 Mgmt Planning Inc Legal Fees lacksquareAccount: ☐ Query Specific Account ☐ Include Revenue Accounts Account Type: Activity: Commit Type: Both [-] Location:

Account	count Type Title		Adjusted Budget	YTD Activity	Commitments	Available Balance
2337		inector Deby Stipped	67/600.00	58,445,00	Q.OO	26,985,00
2396		Mileage Stipend	17,690.00	12,180.00	0. 00	5,510.00
3002		Hrly Employee Benefits Hol	6,153.00	0.00	0.00	6,153.00
3230		PERS Retirement Non Instr	0.00	698.88	0.00	-698.88
3330		OASDI Non Instr	0.00	679.96	0.00	-679.96
3360		Medicare Non Instr	0.00	735.61	.0000	-735.61
3361		PARS Non Instr	0.00	385.88	0.00	-385,88
3630		Workers Comp Non Instr	0.00	864.26	0.00	-864,26
5208	E	Trustees Conferences	20,833.00	14,712.81	0.00	6,120,19
5209	E	Hrly and Non Employee Cor	4,167.00	2,421.61	0.00	1,745.39
5306]E]	Subscriptions	500.00	82.50	0.00	417.50
5746	E	Legal Expenses	0.00	23,916,52	7,583.48	-31,500.00
		Net Total:	128,968.00	106,931.25	72,549.02	-50,512,27

Account	Account Type Title		Adjusted Budget	YTD Activity	Commitments	Available Balance
8760		non afterned some a cruss		(0.00		0.00
4312	E	General Supplies	8,223.00	4,467.04	2,863.10	892.86
4320	E	Copy Charges	4,600.00	2,955.64	0.00	1,644.36
4321		Printing	800.00	0.00	0.00	800.00
5206	E	Mgmt Conferences	0.00	2,291.51	0.00	-2,291.51
5210		Budgetary Only Conference	3,300.00	0.00	0.00	3,300.00
5219	ĮΕ	Mileage Reimbursement	400.00	31.90	0.00	368.10
5306	E	Subscriptions	200.00	168.77	0.00	31.23
5320	E	Dues and Memberships	1,400.00	1,347.00	0.00	53.00
5657	E	Equipment Repairs	800.00	0.00	0.00	800.00
5699	Ε	Software License Fees	600.00	598.00	0.00	2.00
6411		Equipment	3,162.00	1,905.79	1,188.21	68.00
		Net Total:	439,828.00	256,747.85	4,051.31	179,028.84

Parliamentary Motions Guide

Based on Sturgis Standard Code of Parliamentary Procedure (4th Ed.)

The motions below are listed in order of precedence.

Any motion can be introduced if it is higher on the chart than the pending motion.

Y	OU WANT TO:	YOU SAY:	INTERRUPT?	2ND?	DEBATE?	AMEND?	VOTE?
(77)	Close meeting	I move that we adjourn	No	Yes	No	Yes	Majority
(75)	Take break	I move to recess for	No	Yes	Yes	Yes	Majority
(72)	Register complaint	I rise to a question of privilege	Yes	No	No	No	None
(68)	Lay aside temporarily	I move that the main motion be postponed temporarily	No	Yes	No	No	Varies
(65)	Close debate and vote immediately	I move to close debate	No	Yes	No	No	2/3
(62)	Limit or extend debate	I move to limit debate to	No	Yes	Yes	Yes	2/3
(58)	Postpone to certain time	I move to postpone the motion until	No	Yes	Yes	Yes	Majority
(55)	Refer to committee	I move to refer the motion to	No	Yes	Yes	Yes	Majority
(47)	Modify wording of motion	I move to amend the motion by	No	Yes	Yes	Yes	Majority
(p 32)	Bring business before assembly (a main motion)	I move that	No	Yes	Yes	Yes	Majority

Jim Slaughter, Certified Professional Parliamentarian-Teacher & Professional Registered Parliamentarian 336/378-1899(W) 336/378-1850(fax)

P.O. Box 41027, Greensboro 27404

web site: www.jimslaughter.com

Side 1

Parliamentary Motions Guide

Based on Sturgis Standard Code of Parliamentary Procedure (4th Ed.)

Incidental Motions - no order of precedence. Arise incidentally and decided immediately.

Y	OU WANT TO:	YOU SAY:	INTERRUPT?	2ND?	DEBATE?	AMEND?	VOTE?
(82)	Submit matter to	I appeal from the			-		
	<u>assembly</u>	decision of the chair	Yes	Yes	Yes	No	Majority
		I move to suspend the					
(84)	Suspend rules	rule requiring	No	Yes	No	No	2/3
(87)	Enforce rules	Point of order	Yes	No	No	No	None
(90)	Parliamentary						
	question	Parliamentary inquiry	Yes	No	No	No	None
(94)	Request to withdraw	I wish to withdraw my					
	motion	motion	Yes	No	No	No	None
		I request that the motion			-		
(96)	Divide motion	be divided	No	No	No	No	None
	•	I call for a division of					
(99)	Demand rising vote	the assembly	Yes	No	No	No	None

Restorative Main Motions - no order of precedence. Introduce only when nothing else pending.

(36)	Amend a previous	I move to amend the			8-		
	action	motion that was	No No	Yes	Yes	Yes	Varies
(38)	Reconsider main						
<u> </u>	motion	I move to reconsider	Yes	Yes	Yes	No	Majority
(42)	Cancel previous						
<u> </u>	action	I move to rescind	No	Yes	Yes	No	Majority
		I move to resume					
(44)	Take from table	consideration of	No	Yes	No	No	Majority

Jim Slaughter, Certified Professional Parliamentarian-Teacher & Professional Registered Parliamentarian 336/378-1899(W) 336/378-1850(fax) P.O. Box 41027, Greensboro 27404

web site: www.jimslaughter.com

12/05 Side 2



PROGRESS REPORT

Submitted on

March 1, 2009

by

Coastline Community College 11460 Warner Avenue Fountain Valley, CA 92708-2597

to

Accrediting Commission for Community and Junior Colleges Western Association of Schools and Colleges

Table of Contents

Statement on Report Preparation
Response to Team Recommendations and the Commission Action Letter
Recommendation 2: Library and Learning Resources
March 2009 Addendum
Recommendation 3: Long-Term Staffing Plan
March 2009 Addendum
Recommendation 7: Selection and Authority of Chancellor, Vice Chancellor, and College Presidents!
March 2009 Addendum
Recommendation 10: Delineation of District and College Functions
Attachment A: Board Policy 50-1-17-1
Attachment B: Coast Community College District Organizational Delineation of Responsibility
Attachment C: Coast Community College District—District Office/College Functioning Map
Attachment D: Summary of Functions
Attachment E: Coast Community College District—Functional Organization (Chart)
Attachment F: Chancellor's Cabinet Membership and Meeting Summaries

Statement on Report Preparation

Preparation of this report was the result of a college-wide collaborative effort that has included both formal and informal dialog.

Following the Accreditation Site Visit in March 2007 and subsequent report from the Accrediting Commission, the college entered into discussions about how to address the recommendations and, just as importantly, how to ensure that the action plans identified in our Self-Study would also be addressed in a timely and effective manner. Before the end of Spring Semester 2007, the Mission, Plan, and Budget Committee considered and responded to immediate fiscal needs emerging from the Self-Study and the Commission's report. Concurrently, the President's Cabinet began action on the long-term staffing plan and moved to establish a standing Accreditation Committee.

Chaired by the college's Accreditation Liaison Officer, the Accreditation Committee has as its mandate "To provide inclusive, informed, and ongoing intentional dialog and implementation of accreditation activities and standards. Activities will integrate with institutional planning processes and bodies." Membership includes faculty, staff, student, and management representatives:

Academic Senate President (Cheryl Stewart)
Classified Chair-Elect or designee (Carol Spoja)
Classified Representative (Wendy Sacket)
Instructional Systems Development (Dan Jones)
Faculty Co-Chair, Accreditation Self-Study Team
(Margaret Lovig)
Director, Marketing and Public Relations (Michelle

Faculty, Standard Co-Chair (Debbie Secord)

Manager, Standard Co-Chair (Christine Nguyen)
Research (Pat Arlington)
Student Advisory Council President (Chelsea Svir)
Vice President, Administrative Services (Kevin
McElroy)
Vice President, Instruction, and Accreditation
Liaison Officer (Cheryl Babler)
Vice President, Student Services and Economic
Development (Vangie Meneses)

At its first meeting on November 7, 2007, the committee reviewed the Accrediting Commission's recommendations and assigned leads and support team members for each of the recommendations. The committee also identified steps required to implement action plans and discussed ways in which technology could be used to collect data, share documents, and encourage meaningful constituency involvement. As data was gathered, responses to the recommendations were drafted and subsequently reviewed and edited by the Vice President of Instruction and members of the Accreditation Committee. Recommendations 7 and 10 are District-wide recommendations, and the response to those was coordinated by the District's Associate Vice Chancellor of Educational Services. On February 11, 2008, Coastline's Accreditation Committee met to review and approve the final draft of the Progress Report.

Since Dr. Calotte's April 2008 visit, the college has continued its work in addressing Recommendations 2 and 3 through dialog with and allocation of resources by the Mission, Plan, and Budget Committee, engagement of a consultant to assist with the logistics related to developing a long-range staffing plan, and drafting of a long-range staffing plan by the college's Office of Planning and Development. The various college constituencies, through College Council, Academic Senate, Classified Council, and other standing committees, have worked in tandem to address these recommendations, develop plans, and

implement needed actions. The college's Accreditation Committee, through its regularly scheduled meetings, has provided oversight for the process.

Further responses to Recommendations 7 and 10, which relate to District-wide operations, were coordinated by the District's Office of Education Services.

The college's 2008 report has been amended by addendums to Recommendations 2, 3, and 7. The response to Recommendation 10 has been revised in its entirety.

Ding-Jo H. Currie, Ph.D.

President, Coastline Community College

Response to Team Recommendations and the Commission Action Letter

Recommendation 2: Library and Learning Resources

The team recommends that the college provide library and other learning support services that are sufficient in quantity, currency, depth, and variety to facilitate its educational offerings to all student constituents, including distance learning, on campus, contract military, and incarcerated students, through the establishment of a permanent budget for these services, and by generating new processes to address the needs of students who are currently unable to receive service(s) (II.C,1).

In March 2007, Coastline's Mission, Plan, and Budget Committee made a commitment to increase institutional funding for the library by \$5,000 a year for each of the next five years. This will result in a General Fund line item for the library of \$37,000 a year by 2012. In addition, \$30,000 in annual Lottery Fund monies will be allocated for the library. While these changes in funding still leave the library dependent upon Telecommunication and Technology Infrastructure Program (TTIP) funding, they do provide an adequate foundation for library services and a level of resources appropriate for a community college of Coastline's size and demographics.

Note: In order to adequately address issues raised in Recommendation 2, the Coastline Library researched resources available at colleges similar to Coastline based on FTES, headcount, or enrollments in three distance learning modalities. This research indicates that Coastline has resources and services that are equivalent to, and in some cases greater than, comparable colleges.

As a result of recent funding increases, the library collection has grown to include additional subjectspecific and reference resources; and the library now subscribes to Serials Solutions, an online federated search service that greatly simplifies and improves access to subscription database holdings.

In addition to ensuring increased fiscal resources for the library, the college has taken steps to enhance library services available to incarcerated and military students. The library has designed, developed, and implemented a pilot program for services to incarcerated students that has resulted in development of materials, including tutorials, to be used by incarcerated students. Though the needs of military students are different in crucial ways from those of the incarcerated students, since there are some similarities in needs, particularly in cases where Internet use is limited or unavailable to military personnel, materials developed for incarcerated students will also be used with military students. As part of our continuing effort to improve library services for our military students, Coastline's librarian will be attending the 2008 Council of College and Military Educators Symposium in order to better understand the challenges and opportunities for providing library services and resources to enlisted personnel.

In other initiatives, the Coastline Library and Learning Resources Program completed its first comprehensive Program Review in May 2007. The final report included identification of six new five-year goals:

- 1. Develop and implement strategies to improve student retention and success in English 108 (Library Resources and Research).
- 2. Work with the Incarcerated Student Services Team to increase student access to library materials and to English 108.
- 3. Work with Academic Senate, Curriculum Committee, and individual faculty and academic departments to develop methods for addressing the college core degree-level learning outcome related to information competency.
- 4. Assure that instructions for accessing Virtual Library resources are kept up-to-date and readily available through a Help link on the library home page.
- 5. Work with programming staff to improve user-friendliness of the Virtual Library.
- 6. Increase the number of faculty who incorporate library assignments into their coursework.

The library staff has already begun work on each of the goals, and the implementation of the MyCCC portal and the institutionalization of Seaport (our home-grown course management program) will have a significant impact on library access, usability, and navigation. The college is actively working towards its goal of having single sign-on access to all library resources and services before the end of the 2008 spring semester.

March 2009 Addendum

Substantial progress has been made on Recommendation 2. Funding for the library continues to increase on an annual basis per our five-year plan to enhance online databases and learning resources, and we have achieved our goal of single sign-on authentication and access to proprietary library resources. In addition, the overall appearance and ease of navigation of the library website has improved considerably, with the library website now fully integrated into the college's main website. Further enhancements are ongoing.

Recommendation 3: Long-Term Staffing Plan

Original Recommendation: As part of the college's planning efforts, consideration should be given to the creation of a collaborative "long-range staffing plan that is based upon the goals and enrollment projections" (Self-Study) of the college. The sophisticated technology and increasingly diverse delivery systems employed at Coastline should be major considerations in the development of a staffing plan.

2007 Recommendation: The team reaffirms the 2001 team's recommendation that the college develop a long-term staffing plan (III.A.2).

Coastline Community College is committed to establishing a collaborative, long-range staffing plan. In April 2007, immediately following receipt of the Visiting Team's draft report, the President convened her Cabinet to initiate discussion and lay the ground work for development of the plan. Cabinet members were in agreement that development and implementation of the staffing plan should be fully integrated into the college's Master Plan. To accomplish this, a number of elements essential to the process were identified:

- Department identification of needs including resource and staffing
- Analysis of staffing levels within departments over the last 3-5 years in comparison to enrollment trends, number of students served, department productivity, technology utilization, and diverse delivery systems
- Analysis of the succession of employees to address department and college needs and balance fiscal realities
- Utilization of department Program Reviews, along with current research and identification of emerging needs

To date Coastline has engaged in the following activities to advance the development of a collaborative, long-range staffing plan:

- Following the President's Cabinet discussions in spring 2007, the Vice President of
 Administrative Services, supported by Coastline's Director of Personnel, initiated a study of
 longitudinal data related to departmental staffing levels over the past 3-5 years in comparison
 to enrollment trends, customers served, and overall productivity. In addition, they began the
 process of analyzing employee demographics and turnover and of projecting retirements and
 future staffing needs.
- In December 2007 a staff survey was conducted to revisit the Master Plan priorities. Results
 were used to guide the planning process, identify accomplishments, determine if priorities were
 met, and determine next steps for January 2008 Master Plan strategic planning workshop.
- The January 2008 two-day workshop involved leaders of college constituent groups who identified, examined, and discussed the college's strengths, weaknesses, opportunities, and threats. Outside facilitators were utilized to maximize the discussion and planning process.

- o The group identified as one of the college's greatest threats the potential negative consequences of not adequately planning for and managing its overall staffing pattern.
- The group agreed on the central role that faculty and staff have in accomplishing college
 priorities and on the need to address long-term staffing, deployment of staff, and training and
 cross-training of staff. The Master Planning Next Steps include:
 - Place all deadline dates for the master planning process on individual and institutionwide calendars
 - o Follow the Master Plan Development Schedule timeline
 - Include staffing plans in the department plans that are prioritized at the Wing levels (Instruction, Student Services, Administrative Services) and which are then presented to Mission, Planning and Budget Committee
 - Presentations will be made by the Vice Presidents of Instruction, Student Services, and Administrative Services to the Mission, Planning and Budget, along with identified constituent leaders regarding planning priorities
 - o The Mission, Planning & Budget Committee will establish staffing and resource allocation priorities that will then be recommended to the President's Cabinet

This process will be implemented this spring for the 2008-2009 planning cycle. To optimize collaboration, the Master Plan process will engage the active attention and participation of the following constituent groups:

- Academic departments
- Established college committees
- Functional units and unit executives
- Ad hoc cross-functional teams

March 2009 Addendum

Guided by research and recommendations from outside experts and internal dialog, the college has made substantial progress in its development of a Long-Term Staffing Plan. In April 2008, the college engaged a consultant to provide guidance in the development of the plan. In early fall of 2008, Coastline's Office of Planning and Development drafted a staffing plan, which, beginning in December of 2008, was made available to college constituency groups for review and comment.

The plan has been designed to address staffing within the overall context of planning at the college, using and building upon input from well-established research, planning, and policy-making units within the college and ensuring alignment with the college's strategic plan. The staffing plan includes an analysis of staffing practices, a review of staffing levels (by employment category) from 2005 through 2008, a forecast of needed staffing levels through 2013, and strategies for implementing the plan.

Final review of the plan by the College Council and approval by Coastline's President is underway. We expect to be able to finalize the plan by the end of February and that the plan will be available for the commission's review in March 2009.

Recommendation 7: Selection and Authority of Chancellor, Vice Chancellor, and College Presidents

The team recommends that the Board adopt a formal written process for the selection of the chancellor, vice chancellors and college presidents. In addition, the Board should develop a policy that clearly delineates authority from the chancellor to the college presidents for the effective operation of the colleges (IV.B.I.j, IV.B.3, IV.B.3.a).

On November 19, 2007, the Coast Community College District Board of Trustees adopted a formal written process for the selection of the chancellor, vice chancellors, and college presidents. Policy 050-1-17-1, entitled Search and Selection of the Coast Community College District Executive Management Employees (Attachment A), was developed in consultation with constituent groups, and outlines the process and procedures to be followed in the selection and employment of the chancellor, vice chancellors, and college presidents. (IV.B.1.j).

Delineation of authority (IV.B.3 and IV.B.3.a) is addressed in the response to Recommendation 10 on the following pages.

March 2009 Addendum

Commission's Response to the College's 2008 Progress Report:

With regard to Recommendation 7, the Commission acknowledges that Coastline Community College has addressed the first part of this recommendation by having adopted a formal, written selection process for the selection of the chancellor, vice chancellors and College presidents. The portion of the recommendation that requires the delineation of authority from the chancellor to the College presidents is still a matter of concern for the Commission.

College Response

On January 21, 2009, the Board of Trustees took action and passed the following Board Policy 010-2-6.1:

Delineation of Authority to District Chancellor and College Presidents

The Chancellor of the Coast Community College District is appointed to assist the Board of Trustees in policymaking for the District and shall have the authority for and be fully accountable to the Board of Trustees for ordering, administering, and supervising of all District activities.

The Chancellor may delegate any powers and/or duties to the College Presidents including the administration of the colleges and/or centers. The Chancellor, however, will continue to be specifically responsible to the Board for the execution of such delegated powers and duties. The Presidents are expected to perform the duties contained in the job description, fulfill other responsibilities as may be determined through annual goal setting or the evaluation process, and other duties as required by the daily operation of the colleges.

Education Code 70902 Accreditation Standard IV.B.1.j, IV.8.3.e.

Recommendation 10: Delineation of District and College Functions

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 that there is a clear understanding of their respective organizational roles, authority and responsibilities for the effective operations of the colleges, and in meeting Accreditation Standards (IV.B, IV.B.3.a, IV.B.3.a, IV.B.3.g and Policy and Procedures for the Evaluation of Institution in Multi-College/Multi-Unit Districts or Systems, January 2004).

The Coast Community College District (CCCD) has, over a significant period of time, maintained a relatively collegial atmosphere with all its constituent groups operating in a decentralized model. This was an informal and undocumented process. The Accreditation Recommendations submitted in 2007 prompted the college and the district to examine the "delineation of specific district functions as distinct from those of the colleges' functions...." At that time, the District and the college began a process to clarify and formalize the respective organizational roles, authority, and responsibilities.

In response to the observations of the evaluating team and the Commission Recommendation, the following documents were created:

- A revised Organizational Delineation of Responsibility and Process for Decision Making (Attachment B)
- District Office/College Functioning Map (Attachment C)
- Summary of Functions (Attachment D)
- District Organizational Chart (Attachment E)

These documents were vetted and will be reviewed periodically through the Chancellor's Cabinet, the participatory governance structure for the District. (See attached committee membership and committee summaries from July 7, 2008 and October 6, 2008—Attachment F.) Additionally, each document has been communicated to and critiqued by constituent groups at the district and college levels.

The governing Board of Trustees has been informed on the progress of these ongoing discussions. They heard reports regarding our progress report at their regular meeting on November 19, 2008. They have also had under discussion the revision of the current Board Policy – 020-1-2 Duties of the Chancellor. A new policy 010-2-6.1 Delineation of Authority to District Chancellor and College Presidents has been under discussion and was finalized at their meeting on January 21, 2009.

The documents related to the delineation of responsibilities will be disseminated to all college and district constituencies via existing communication channels and organizational structures during the spring of 2009. These documents will be posted on District and College electronic bulletin boards, websites, or portal. Established District and College committees such as planning teams, advisory councils, and Academic Senates will review and discuss them. In some cases, training workshops are

expected to be conducted for the purpose of solidifying a clear understanding of respective organizational roles, authority, and responsibilities.

On January 7, 2009, the Board of Trustees announced that the Chancellor had been placed on leave and that the Vice Chancellor for Human Resources had been appointed Acting Chancellor. On January 21, 2009, the Board appointed the President of Coastline College to serve as Acting Chancellor. During this transition, the delineation of the Board's role and the role of the Chancellor may have blurred somewhat, but the business of the District still remained a top priority. To some in the District, the collegial and participatory governance process may have been impacted by these sudden transitions, thus resulting in a state of confusion and concern. The District and the colleges, however, remain committed to providing quality instruction and services despite these challenges.

The Board, District staff, college presidents, and constituent groups take the accreditation process very seriously. As evidence of this ongoing commitment to meeting the standards, the trustees have established a Board Accreditation Sub-Committee to work with District staff and the college presidents. In turn, the presidents have been working with their respective staffs to address the recommendations of the Accreditation Teams.

The challenge now is to further define and revise the various functions between the District and colleges to improve effectiveness and efficiency as well as leverage resources under the challenges of the current economic environment. The initial anxiety caused by the changes in leadership has calmed, as the Board of Trustees, Acting Chancellor, and college leaders continue to dedicate their efforts to conducting daily operations without interruption. The Acting Chancellor has already begun working with the Board to facilitate the transition, organize work on Board Committees, and engage in discussions to clarify areas of responsibilities at the Board, District, and college levels.

Attachment A

GENERAL PERSONNEL POLICIES (Employment Principles) 50-1-17-1

Approved 11/19/07

SEARCH AND SELECTION OF THE

COAST COMMUNITY COLLEGE DISTRICT

EXECUTIVE MANAGEMENT EMPLOYEES Effective 11/19/07

- Chancellor -
- Vice Chancellors -
- College Presidents -

POLICY

This Policy is intended to comply fully and be interpreted in a manner consistent with all applicable state and federal laws and regulations, including but not limited to the Board of Governor's equal employment opportunity regulations. Further, this Policy is intended to respect all applicants who apply for a position in the Coast Community College District (CCCD), as well as the students, community members, and employees who serve on the Search and Selection Committees. The need for senior administrators hiring and staffing recommendations within the Coast Community College District is the responsibility of the District Chancellor. The CCCD culture requires that there be a process of determination of position need and ultimately a recommendation to the Board of Trustees with consultation between the Chancellor and the Board of Trustees.

The purpose of this policy is to provide a framework and hiring standard for the selection of the best people to join the Coast District family of employees, so that ultimately our students and community will be served in an exemplary way.

The Search Committee, after constituted, will prepare a job description in consultation with the Vice Chancellor of Human Resources, set minimum qualifications based on state law, and list desirable qualifications. Prior senior executive job descriptions and announcements will be made available to the Search Committee. All members of the Search Committee, before actual paper screening, will undergo training by the Human Resources Department and will receive a copy of the District's hiring policies.

ADMINISTRATIVE PROCEDURES

Announcement of the Position

The position shall be open for a minimum of 30 working days. The recruitment period will be extended where the applicant pool has fewer than 6 minimally qualified applicants. Announcements will state that if reference letters are included with their application packet, the letters will be used as part of the determination as to whether the applicant may receive an invitation for an interview.

Executive management employees refers to the positions of Chancellor, Vice Chancellors, and College Presidents.

Search Committees Composition

CHANCELLOR

The <u>Search Committee</u> for the position of Chancellor is as follows:

- Two (2) community members appointed by the Board of Trustees.
- One (1) College President appointed by the Chancellor.
- Three (3) Academic Senate representatives appointed by the Senates of the three colleges
- One (1) Student Trustee or Designee
- One (1) representative of Coast Federation of Classified Employees (CFCE) appointed by CFCE
- One (1) representative of Coast Federation of Educators (CFE) appointed by CFE
- One (1) representative of Coast Community College Association/California Teachers Association (CCA/CTA) appointed by CCA/CTA
- One (1) administrative representatives appointed by Coast District Management Association (CDMA)
- One (1) Confidential employee appointed by the Confidential employees

TOTAL: 12 members

Ex-Officio: Vice Chancellor, Human Resources

The Committee shall appoint the Search Committee chair <u>in consultation with the 12-member Search</u> <u>Committee</u>.

The Search Committee shall recommend all finalists it feels are best qualified to the Selection Committee. If in the consensus of the Search Committee through the Chair in consultation with the Senior designated administrator, is that fewer than 3 candidates would be advanced to the

Selection Committee, it can recommend (a) a new search and a reopening announcement, or (b)

Attachment A

that a reopening be deferred for a period of time. The Coast Community College District is committed to achieving diverse representation in candidate pools and in Selection Committees.

The <u>Selection Committee</u> shall consist of the five (5) elected Trustees with the ex-officio membership of the Vice Chancellor of Human Resources.

VICE CHANCELLOR

The Search Committee for the position of Vice Chancellor is as follows:

- One (1) community member appointed by the Board of Trustees
- One (1) Vice Chancellor appointed by the Chancellor
- One (1) College President appointed by the Chancellor
- Three (3) Academic Senate representatives appointed by the Senates of the three colleges
- One (1) Student Trustee or Designee
- One (1) representative of Coast Federation of Classified Employees (CFCE) appointed by CFCE
- One (1) representative of Coast Federation of Educators (CFE) appointed by CFE
- One (1) representative of Coast Community College Association/California Teachers Association (CCA/CTA) appointed by CCA/CTA
- One (1) administrative representative appointed by Coast District Management Association (CDMA)
- One (1) Confidential employee appointed by the Confidential employees

TOTAL: 12 members

Ex-Officio: Vice Chancellor, Human Resources, or other Chancellor designate (if position is Vice Chancellor of Human Resources)

The Committee members shall appoint the Search Committee chair in consultation with the 12-member Search Committee.

The Search Committee shall recommend all finalists it feels are best qualified to the Selection Committee. If in the consensus of the Search Committee through the Chair in consultation with the senior designated administrator, is that fewer than 3 candidates would be advanced to the Selection Committee, it can recommend (a) a new search and a reopening announcement, or (b) that a reopening be deferred for a period of time. The Coast Community College District is committed to achieving diverse representation in candidate pools and in Selection Committees.

The <u>Selection Committee</u> shall consist of the five (5) elected Trustees, the Chancellor and the ex-officio Vice Chancellor or designate.

PRESIDENT

The Search Committee for the position of College President is as follows:

- One (1) community member appointed by the Board of Trustees
- *One (1) representative from the college filling the position, appointed by the sitting college President
- One (1) College President appointed by the Chancellor
- Three (3) Academic Senate representatives from the college filling the position, appointed by the Senate
- One (1) Student Trustee or Designee
- One (1) representative of Coast Federation of Classified Employees (CFCE) from the college filling the position, appointed by CFCE
- One (1) representative of Coast Federation of Educators (CFE) from the college filling the position, appointed by CFE
- One (1) representative of Coast Community College Association/California Teachers Association (CCA/CTA) from the college filling the position, appointed by CCA/CTA
- Two (2) administrative representatives appointed by the Coast District Management Association (CDMA) of the College Unit

TOTAL: 12 members

Ex-Officio: Vice Chancellor, Human Resources

*In special circumstances, the Chancellor shall appoint this representative. Special circumstances may refer to cases where a College President's contract is not renewed or the College President is about to leave under fewer than favorable conditions.

The Committee members shall select the Search Committee chair in consultation with the 12-member Search Committee after appointment and naming of the 12 members of the Search Committee.

The Search Committee shall recommend the all finalists it feels are best qualified for the position to the Selection Committee. If in the consensus of the Search Committee through the Chair in consultation with the senior designated administrator, is that fewer than 3 candidates would be advanced to the Selection Committee, it can recommend (a) a new search and a reopening announcement, or (b) that a reopening be deferred for a period of time. The Coast Community College District is committed to achieving diverse representation in candidate pools and in Selection Committees.

The <u>Selection Committee</u> shall consist of the five (5) elected Trustees, the Chancellor and the ex-officio Vice Chancellor of Human Resources.

Responsibilities

The Chancellor is responsible for:

- 1. After seeking input from the members of Chancellor's Cabinet, determining position needs and making such determinations as recommendations to the Board of Trustees.
- 2. Supporting the pursuit of diversity throughout the entire Search and Selection processes.
- 3. Articulating the District's needs regarding the position to the Search and Selection Committee Members.
- 4. Assisting the Search Committee in the creation of the position announcement for all positions except Chancellor.
- 5. Ensuring the integrity of the procedures established by this Policy.

The Vice Chancellor for Human Resources is responsible for:

- 1. Developing Search and Selection procedures that support this Policy.
- 2. Providing training to all members of Search and Selection Committees to ensure that the activities of the committees comply with applicable state and federal laws and regulations, this Policy, and the Human Resources search and selection procedures developed to support this Policy. This training will include providing each member of the Search and Selection Committees with a written copy of the District Executive Management Hiring Policy and the Human Resources Search and Selection procedures.
- 3. Supporting the Coast District's pursuit of diversity in the hiring of employees.
- 4. Facilitating the implementation of the procedures established by this policy, including being a resource to the Search and Selection Committees when requested to do so by a committee or committee member.
- 5. Ensuring that only applications that are received by the closing date of the position are forwarded to the Search Committee.
- 6. Coordinating the recruitment/advertising campaign for the position.
- 7. Providing logistical and clerical support as needed to the Search and Selection Committees.
- 8. Reviewing the paper-screening criteria and interview questions for the Search Committee, and the interview questions for the Selection Committee to ensure compliance with local, state, and federal laws.
- 9. Coordinating the reference-checking phase of the Selection process.

The Search Committee members are responsible for:

1. In consultation with the Chancellor, creating the recommended position announcement/job announcement. The creation of the position announcement/job description will include the determination of the minimum and desired qualifications for the position. For the position of Chancellor, the position announcement/job description will be created in consultation with the Board of Trustees.

- 2. Supporting the pursuit of diversity throughout the Search process.
- 3. Selecting the Chair of the committee.
- 4. In consultation with the Vice Chancellor for Human Resources, determining the calendar plan for the steps in the search process, including the days and times of all committee meetings and an interview schedule that is sensitive to the needs of applicants and meets the needs of every member of the Selection Committee.
- 5. Reviewing all applications to determine the minimum qualifications for the position have been met.
- 6. Determining paper-screening criteria based upon the position's required and desired criteria as stated in the position announcement and paper-screening each application that meets the minimum qualifications for the position. Applications that do not meet the minimum qualifications as stated in the position announcement shall not be considered by the Search Committee.
- 7. Determining which applicants will be invited to an interview based upon the accumulated results of the paper-screening process.
- 8. Determining interviewing criteria.
- 9. Interviewing each interviewed applicant equivalently, respectfully, and conscientiously.
- 10. Discussing the relative strengths and weaknesses of the applicants interviewed. Professional experience by individual committee members with applicants shall be shared by committee members as a part of this discussion.
- 11. Recommending the most highly qualified applicants to the Selection Committee. If the Search Committee is unable to recommend a minimum of three (3) applicants to the Selection Committee, the position will be reopened for additional applicants.
- 12. Excusing committee members for the remainder of the process if they are unable to attend every meeting and interview.
- 13. Respecting the confidentiality of the Search process.

The Chair of the Search Committee is responsible for:

- 1. Setting agendas and conducting all meetings of the committee.
- 2. Representing the Search Committee to the Vice Chancellor for Human Resources, the Chancellor, and the Board of Trustees.
- 3. Serving as the Search Committee's representative to the Selection Committee.

The Selection Committee members are responsible for:

- 1. Respecting the work of the Search Committee by interviewing every applicant forwarded by the Search Committee for their consideration.
- 2. Supporting the pursuit of diversity during the Selection process.
- 3. Creating interview questions for the finalist applicants.

- 4. Developing an interview schedule that is sensitive to the needs of applicants and meets the needs of every member of the Selection Committee.
- 5. Interviewing all applicants equally, respectfully, and conscientiously.
- 6. Recognizing that the Search Committee did not have access to any reference checking information provided to the Selection Committee.
- 7. Respecting the confidentiality of the Selection process.
- 8. Selecting the candidate who best fulfills the requirements of the position.

ORGANIZATIONAL DELINEATION OF RESPONSIBILITY

FUNCTIONAL ORGANIZATION

The Coast Community College District is comprised of the District Office and three separately accredited colleges: Orange Coast College, Golden West College, and Coastline College. As an organizational structure, the goal, purpose and function of the district office is to maintain each institution's integrity and to facilitate college operations so that their needs are met and stability of each system is assured. Each college develops autonomous and individualized processes to meet state and accreditation standards. The centralized functions assist to maintain communication between the district office and the individual colleges thereby increasing accountability and promoting efficient operations. The implementation of these processes and recommendations are reviewed through the Chancellor's Cabinet, a district-wide collegial consultation process.

I. Coast Community College District Administrative Organization

Board of Trustees

Chancellor

Vice Chancellor of Administrative Services

Vice Chancellor of Human Resources

Associate Vice Chancellor of Educational Services

President of Orange Coast College

President of Golden West College

President of Coastline College

II. College Administrative Teams

College President

Vice President, Administrative Services

Vice President, Instructional Services

Vice President, Student Services

Various Deans/Directors administrators complete the campus functions

III. District Administrative Teams

Chancellor's Cabinet

President's Council

District Administrative Management

IV. Joint District, Committee and College Functions

Policy development and administrative oversight
Operational responsibility
Instructional and student services
Human Resources
Fiscal affairs
Information Technology
Health & Safety
Facilities maintenance and capital construction
Bond Management
Benefits Advisory Committee
Enrollment Management Committee

DISTRICT ADMINISTRATIVE ORGANIZATION

Board of Trustees: Hereafter referred to as the "governing board", is a five-member, elected at large board of trustees and a student board member. The board is responsible for adopting policies and administrative regulations that govern the activities and the conduct of business of the district and its colleges. The role of the governing board is to establish policies and procedure in keeping with the minimum standards established by the Board of Governors of the California Community Colleges, the California Education Code, and Title V Regulations. Existing policies and procedures appear in the Coast Community College District Board Policy Manual.

Operating under the rules of the Brown Act, the governing board conducts policy development and administrative oversight of the district through (1) public board meetings, and (2) the delegation of operational responsibility to the chancellor. Through their delegation of administrative authority, the governing board holds the chancellor accountable for the administration of educational programs and the conduct of district business (Board Policy 020-1-2). The governing board supports district personnel in the completion of their duties and insures that they have the requisite responsibility, adequate resources, and necessary authority to perform their assigned work tasks effectively.

As a multi-college district, the <u>Chancellor</u>, serving as the governing board's chief executive officer is the district's chief administrator. With broad discretionary powers, the chancellor reports directly to the governing board and is responsible for overall operations of the district including all programs and services involving educational development, student learning, human resources, facilities planning, business services and fiscal affairs (Board Policy 020-1-2 & 040-1-1.1). The chancellor is responsible for providing policy recommendations to the governing board, for establishing and maintaining an effective and efficient district organization, for educational leadership to the colleges, and for supporting district policies with state and local constituencies

The <u>Vice Chancellor of Administrative Services</u> reports directly to the chancellor and is the Chief Financial Officer for the District. The vice chancellor provides leadership and accountability for fiscal

management, business services, annual audits, legal and risk management, information technology systems, health and safety concerns, the coordination of federal and state reporting for fiscal and facility operations, and overseeing the construction projects funded by the recent general obligation bond issue. The vice chancellor works with constituent committees in the review and development of district policies and administrative procedures and serves as a member of the President's Council and the Chancellor's Cabinet executive team.

The <u>Vice Chancellor of Human Resources</u> reports directly to the chancellor and is the Chief Personnel Officer for the District. The vice chancellor provides leadership and accountability for the human resources functions including the development of personnel policies, acting as chief labor negotiator, providing contract administration for collective bargaining agreements, coordinating hiring procedures, worker's compensation, fringe benefits, maintaining employee records and to coordinate the federal and state reporting for personnel services. The vice chancellor advises the chancellor in the determination for staffing, participates in the development of district policies and administrative procedures and serves as a member of the President's Council and Chancellor's Cabinet executive team.

The <u>Associate Vice Chancellor of Educational Services</u> reporting directly to the chancellor, provides leadership and accountability for instructional and student services functions, provides oversight for the district's research office, maintains and prepares curricular materials and reports to the State Chancellor's Office, develops the district master plan, coordinates the federal and state reporting for instruction and student services, and provides administrative oversight for international education and grants. The vice chancellor works with constituent committees in the review and development of district policies and administrative procedures and serves as a member of the President's Council and the Chancellor's Cabinet executive team.

The three <u>College Presidents</u> report directly to the chancellor and serve as members of the President's Council, the district's primary executive team and as participatory members to the Chancellor's Cabinet. The Chancellor has delegated certain powers and duties to the College Presidents (Board Policy 010-2-6.1). In turn, each President provides leadership and advocacy for his/her campus at both the local and district level and is responsible and accountable for the institution's programs, services and operations. The president is responsible to both the chancellor and to the governing board to insure the appropriate implementation of district policies. Additionally, the college president represents his/her college in the communities served by the college. Each president is responsible for maintaining effective communication among faculty, students, staff and administration, and working with constituent committees in the review of current district policies and administrative procedures.

DIVISION OF RESPONSIBILITY

The governing board delegates district operational responsibility to the Chancellor (Board Policy 020-1-1). While holding the college presidents responsible, the chancellor may delegate authority and responsibility for specific functions to each college president. In a decentralized college district, and with the guiding principle that supports and maintains the philosophy of college autonomy, this district is basically structured in such a way that the colleges have primary authority over educational programs

and student services functions while the district office has centralized certain functions related to human resources, fiscal and budgetary oversight, construction and capital outlay, and technological support.

The relationships are symbiotic as opposed to duplicative. The goal is to provide communication and support collaboration between the local college level and the district office. The colleges have broad oversight of institutional responsibilities while the district office primarily ensures compliance with applicable statute and regulatory parameters.

CHANCELLOR'S CABINET

The Chancellor's Cabinet is the primary participatory governance structure for the District. Composed of representative units responsible to the administration, faculty, staff and students, the Chancellor's Cabinet reviews all amendments, revisions and/or new proposed policies and procedures intended for Board action. These amendments and/or creations may be originated by District-wide Committees, College Planning Committees, the Academic Senates, Associated Student Organizations, and/or other recognized groups working under the direction of the Chancellor. Amendments or changes to policies and procedures, or new policies and procedures forwarded to the Chancellor are then sent to the Chancellor's Cabinet for review and consideration. This district committee serves as a clearing house prior to recommended Board of Trustee action.

COLLECTIVE BARGAINING AGREEMENTS

All collective bargaining agreements are arrived at through negotiations with each respective employee group and are governed by Legislative and labor statutes and memoranda of agreements. Once arrived at, these agreements are taken to the Board of Trustees for action and approval.

Revised 1/28/09

COAST COMMUNITY COLLEGE DISTRICT DISTRICT OFFICE/COLLEGE FUNCTIONING MAP

Function	Service Provider	Administrative Responsibility/Functional Implementation
Admissions & Records, Assessment, N	latriculation and Registration	on
Decentralized with District support	District Office	Associate Vice Chancellor, Educational Services
	Orange Coast College	Vice President, Student Services/ Admin Dean, Enrollment Services
	Golden West College	Vice President, Student Services/Administrative Director, Student Support Services
	Coastline College	Vice President, Student Services/Director of Admissions & Records
Athletics		
Decentralized	Orange Coast College	Vice President, Instruction/Dean, Physical Education & Athletics
	Golden West College	Vice President, Instruction/Dean, Physical Education & Athletics
	Coastline College	NA
Auxiliary Services		
Decentralized		
- Bookstore	Orange Coast College	Vice President, Student Services/Bookstore Operations
	Golden West College	Vice President, Administrative Services/Director, Bookstore
	Coastline College	Vice President, Administrative Services/Director, College Bookstore
- Food Services	Orange Coast College	Vice President, Instruction/Dean, Consumer, Health Sci & Career Ed
	Golden West College	Vice President, Administrative Services/Food Services-Outsourced
	Coastline College	NA
- Associated Students	Orange Coast College	Vice President, Student Services/Dean Student Services
	Golden West College	Vice President, Student Services/Director Student Activities-ASGWC
	Coastline College	Vice President, Student Services/Advisor, Student Advisory Council
Campus Safety & Security		
Decentralized	Orange Coast College	Vice President, Administrative Services/Security Coordinator
	Golden West College	Vice President, Administrative Services/Security Coord, Public Safety
	Coastline College	Vice President, Administrative Services/Director, Maintenance & Oper
Catalog/Schedule Development		
Decentralized with District support	District Office	Associate Vice Chancellor, Educational Services
	Orange Coast College	Vice President, Instruction
	Golden West College	Vice President, Instruction
	Coastline College	Vice President, Instruction

Orange Coast Coilege	Vice President, Instruction/Dean, Consumer and Health Sciences
	Vice President, Administrative Services/Contracted Out
Coastline College	Vice President, Instruction/Dean, Costa Mesa Center
	Associate Vice Chancellor, Educational Services
_	Vice President, Instruction/College Academic Senate
~	Vice President, Instruction/College Academic Senate
	Vice President, Instruction/College Academic Senate
	1. D. 1. (1. (1. (1. (1. (1. (1. (1. (1. (1.
•	Vice President, Instruction/Dean, Counseling & DSPS
	Vice President, Student Services/Supervisor, Accessibility Center for Edu
Coastline College	Vice President, Student Services/Dean, Counseling & Special Programs for the Disabled
ortation	
District Office	Vice Chancellor, Administrative Services/District EHS &
	Transportation Manager
Services)	
Orange Coast College	Vice President, Student Services/Director, EOPS
Golden West College	Vice President, Student Services, Faculty Reassignment
Coastline College	Vice President, Student Services/Director, Financial Aid & EOPS
.,	
District Office	Vice Chancellor, Administrative Services/Director, Facilities & Planning
District Office	Vice Chancellor, Administrative Services/Director, Facilities & Planning
Orange Coast College	Vice President, Administrative Services/Manager, Facilities Construction
Golden West College	Vice President, Administrative Services/Manager, Construction Facilities
Coastline College	Vice President, Administrative Services/Director, Maintenance and
	Coastline College Coastline College District Office Orange Coast College Golden West College Coastline College Golden West College Golden West College Coastline College Coastline College Coastline College Coastline College District Office District Office District Office District Office Orange Coast College Coastline College

Financial Aid		
Decentralized with District support	District Office	Vice Chancellor, Administrative Services
	Orange Coast College	Vice President, Student Services/Director, Financial Aid
	Golden West College	Vice President, Student Services/Director, Financial Aid
	Coastline College	Vice President, Student Services/Director Financial Aid & EOPS
Fiscal Affairs		
Centralized with input from Colleges		
Accounting	District Office	Vice Chancellor, Administrative Services/Admin Director, Fiscal Affairs
	Orange Coast College	Vice President, Administrative Services/Director, Fiscal Services
	Golden West College	Vice President, Administrative Services/Director, Fiscal Services
	Coastline College	Vice President, Administrative Services/Director, Fiscal Services
Budget	District Office	Vice Chancellor, Administrative Services/Admin Director, Fiscal Affairs
•	Orange Coast College	Vice President, Administrative Services/Director, Campus Budget & Financial Operations
	Golden West College	Vice President, Administrative Services/Director, Personnel Services
	Coastline College	Vice President, Administrative Services/Director, Fiscal Services
Payroll Systems	District Office	Vice Chancellor, Administrative Services/Admin Director, Fiscal Affairs
	Orange Coast College	Vice President, Administrative Services/Director, Campus Budget & Financial Operations
	Golden West College	Vice President, Administrative Services/Director, Fiscal Services
	Coastline College	Vice President, Administrative Services/Director, Fiscal Services
Purchasing	District Office	Vice Chancellor, Administrative Services/Admin Director, Fiscal Affairs
	Orange Coast College	Vice President, Administrative Services/Director, Campus Budget & Financial Operations
	Golden West College	Vice President, Administrative Services/Director, Fiscal Services
	Coastline College	Vice President, Administrative Services/Director, Fiscal Services
oundation		
Decentralized	District Office	Chancellor, Secretary to the Foundation Board
	Orange Coast College	President/Director, Foundation
	Golden West College	President/Director, College Foundation & Community Relations
	Coastline College	President/Executive Director, College Foundation
Grant Development and Operation		
·	District Office	Associate Vice Chancellor, Educational Services/Coordinator,
Centralized with input from Colleges	Didd for Onloc	
Federal & State (VTEA, Tech Prep, SB 70)	Diotriot Office	Educational & Grant Services

Human Bacaurasa		
Human Resources Centralized with input from Colleges - Collective Bargaining - Contract Administration/Labor Relations - Direct Benefits, Recruitment - Federal & State Reporting - District Records	District Office	Vice Chancellor, Human Resources/College Presidents
- Hiring Process Decentralized		Market Control of the
- Campus Personnel Activities - Position Requests & Descriptions - Interview & Orientation - Benefits and Payroll	Orange Coast College Golden West College Coastline College	Vice President, Administrative Services/Director, Personnel Services Vice President, Administrative Services/Director, Personnel Services Vice President, Administrative Services/Director, Personnel Services
Information Services		
Centralized with services and support coordinated with Colleges - System Application & Development - System Implementation - MIS Implementation & Reporting - Telecommunication Services - Internet/Email Services - System/Technical Support - Network Management	District Office	Vice Chancellor, Administrative Services/Admin Director, District Information Services
Decentralized with support from the District - Administrative Computing Services/ - Desktop Computing Support	Orange Coast College	Vice President, Administrative Services/Director, Administration Computing Services
Network Maintenance Media Services	Golden West College Coastline College	Vice President, Administrative Services/ Technology Support Services Vice President, Administrative Services/Director, Computer Services
Instructional Computing Web Development	Orange Coast College	Vice President, Instruction/Directors, Web Services & Instructional Computing Services
- Classroom/Lab Computer Maintenance	Golden West College Coastline College	Vice President, Instruction/Director of Online Instruction Vice President, Administrative Services
- Online Instructional Services	Coastline College	Vice President, Instruction/Dean, Distance Learning and/or Administrative Dean of Instructional Systems Development

Internal Audit		
Centralized	District Office	Chancellor/Director, Internal Audit Services
Library/Learning Resources Decentralized	Orange Coast College Golden West College Coastline College	Vice President, Instruction/Dean, Library & Instructional Research Vice President, Instruction/Dean, Learning Resources & Distance Ed Vice President, Instruction/Dean, Learning Resources & Distance Learning
Maintenance & Operations (Physical Plar	nt)	
Decentralized	Orange Coast College Golden West College Coastline College	Vice President, Administrative Services/Director, Maintenance & Oper Vice President, Administrative Services/Director, Maintenance & Oper Vice President, Administrative Services/Director, Maintenance & Oper
Physical Plant Centralized with local College application	District Office Orange Coast College Golden West College Coastline College	Vice Chancellor, Administrative Services/Director, Facilities & Planning
Program Development		
Decentralized with support and approval through the District	District Office	Associate Vice Chancellor, Educational Services/Coordinator, Educational Services & Grants
 Curriculum, Program Development & Program Review 	Orange Coast College Golden West College Coastline College	Vice President, Instruction/College Academic Senate Vice President, Instruction/College Academic Senate Vice President, Instruction/College Academic Senate
- Telecourse Production	Coastline College	President/Administrative Dean, Instructional Systems Development
- Contract Education	Coastline College Orange Coast College	Vice President, Instruction/Dean Military/Contract Education Program Vice President, Instruction/Dean of Instructional Programs
Public Affairs Centralized		
 Centralized Chief/District Information Office Citizen's Oversite Committee District Student Council Government Relations Graphics & Publications Marketing Programming (Bond) Team Member Public Information 	District Office	Chancellor/District Director, Marketing & Public Affairs

Public Affairs (cont.)		
Decentralized	Orange Coast College	President/Director, Marketing & Community Relations
- Community Relations	Golden West College	President/Supervisor, College Promotions & Director, Foundation &
College Information Office		Community Relations
Media Relations/Press Releases	Coastline College	President/Director of Marketing & Public Relations
Web Site Maintenance		
 College Publications 		
Brochure Development		
Catalog/Schedule Publication		
Research		
Decentralized with District support	District Office	Vice Chancellor, Administrative Services/Research Systems & Analysis
 Institutional Research 	Orange Coast College	Vice President, Instruction/Dean, Library & Institutional Research
	Golden West College	President/Associate Dean, Institutional Research & Planning
	Coastline College	President/Supervisor of Research
Centralized	District Office	Associate Vice Chancellor, Educational Services/Research Systems
- MIS Data: State Reporting		Analyst
- IPEDS: Federal Reporting		
Risk Services	100	
Centralized	District Office	Vice Chancellor, Administrative Services/Manager, Risk Services
Student Learning Outcomes & Assess	ment	
Decentralized	Orange Coast College	Vice President, Instruction/College Academic Senate
	Golden West College	Vice President, Instruction/College Academic Senate
	Coastline College	Vice President, Instruction/College Academic Senate
Student Health Services		
Decentralized	Orange Coast College	Vice President, Student Services/Director Student Health Services
	Golden West College	Vice President, Student Services/Associate Dean, Student Health Serv
	Coastline College	Site Specific
	-	

Note: Decentralized with coordination from the District Office indicates the function is carried out at the campus/college level. The coordination at the District Office typically involves federal and state reporting, budgeting, Board of Trustee actions, and/or addressing legal issues.

SUMMARY OF FUNCTIONS

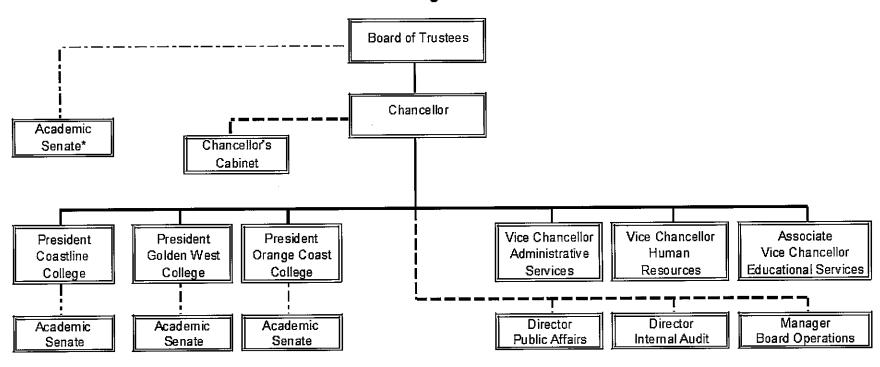
Centralized Functions/District Responsibility

- ✓ Environmental Health & Safety and Transportation
- ✓ Facilities
 - o Facilities Master Plan -Measure C
 - o Facilities & Planning Unit
 - Primary Contact with State Agencies
 - Contracts & Purchase Orders
 - Scheduled Maintenance
- ✓ Fiscal Affairs
 - o Accounting
 - o Budget
 - o Payroll Systems
 - o Purchasing
- ✓ Grant Development & Operation
 - o Federal & State (VTEA, SB 70)
- ✓ Human Resources
 - o Collective Bargaining
 - o Contract Administration/Labor Relations
 - Direct Benefits, Recruitment
 - Federal & State Reporting
 - o District Records
 - o Hiring Process
- ✓ Information Services
 - o System Applications & Development
 - o MIS Implementation & Reporting
 - o Telecommunications Services
 - o Internet/Email Services
 - o System/Technical Support
 - o Network Management
- ✓ Internal Audit
- ✓ Public Affairs & Community Relations
 - Chief/District Information Office,
 Public Affairs
 - o District Student Council
 - o Government Relations
 - o Graphics & Publications
 - o Citizen's Oversite Committee
 - o Marketing
- ✓ Physical Plant
- ✓ Research & Reporting
 - o MIS
 - o IPEDS
- ✓ Risk Services

Decentralized Functions/College Responsibility

- ✓ Admissions & Records, Assessment, Matriculation and Registration
- ✓ Athletics
- ✓ Auxiliary Services
 - o Bookstore
 - o Food Services
 - Associated Students
- ✓ Campus Safety & Security
- ✓ Catalog/Schedule Development
- ✓ Child Development Centers
- ✓ Curriculum Development
- ✓ DSPS
- ✓ EOPS
- ✓ Facilities
 - Architectural, Engineering & Construction Management
 - Daily Operation
- ✓ Financial Aid
- ✓ Foundation
- ✓ Human Resources
 - Campus Personnel Activities
 - o Position Requests & Analysis
 - o Interview & Orientation
 - Benefits & Payroll Implementation
- ✓ Information Services
 - o Administrative Computing Services
 - Network Maintenance
 - o Desktop Computing Support
 - o Media Services
 - o Instructional Computing Services
 - Classroom/Lab Computer
 Maintenance
 - o Online Instructional Services
- ✓ Library/Learning Resources
- ✓ Maintenance & operations
- ✓ Public Affairs & Community Relations
 - o Community Relations
 - o Brochure Development
 - o College Publications
 - Web Site Maintenance
- ✓ Program Development
 - o Course & Program Development
 - o Program Review
 - o Telecourse Production
 - o Contract Education
- ✓ Research (Institutional)
- ✓ Student Learning Outcomes
- ✓ Student Health Services
- ✓ Public Safety

COAST COMMUNITY COLLEGE DISTRICT Functional Organization



A solid line indicates an administrative decision-making line of authority and accountability. A dashed line represents governance and/or an operational line for consultation, advice, and/or recommendation. The primary CCCO participatory governance entity is the Chancellor's Cabinet.

Chancellor's Cabinet: Participatory Governance

Academic Senates

District Administration

College Presidents

Coast District Management Association

Coast Federation of Educators

Coast Federation of Classified Employees

Coast Community College Association

* For advice on policy development involving "rely primarily" on academic and professional matters.

CHANCELLOR'S CABINET

MEMBER NAME MEMBER REPRESENTATION

Eduardo Arismendi-Pardi Academic Senate President, OCC

Joyce Black Interim Associate Vice Chancellor, Educational Affairs

C.M. Brahmbhatt Vice Chancellor, Administrative Services

Wes Bryan President, GWC

Ding-Jo Currie President, CCC

Bob Dees President, OCC

Richard Kudlik Director, Internal Audit

Dean Mancina President, Coast Federation of Educators

Michael Mandelkern President, Coast District Management Association

Ann Nicholson President, Coast Federation of Classified Employees

Martha Parham District Director, Public Affairs, Marketing & Government

Relations

Barbara Price President, Coast Community College Association/CTA-NEA

Joe Quarles Vice Chancellor, Human Resources

Diane Restelli Academic Senate President, GWC

Cheryl Stewart Academic Senate President, CCC

Christian Teeter Manager, Board Operations/Assistant to the Chancellor

Ken Yglesias Chancellor

Committee Representation includes:

Chancellor (1)

Vice Chancellors (2)

Associate Vice Chancellor (1)

College Presidents (3)

District Director, Public Affairs, Marketing & Governance Relations (1)

District Director, Internal Audit (1)

Academic Senate Presidents (3)

Union Presidents (3)

CDMA Management Group (1)

Manager, Board Operations/Asst to Chancellor (1)

COAST COMMUNITY COLLEGE DISTRICT Chancellor's Cabinet Summary July 7, 2008

1. CALL TO ORDER

Vice Chancellor C.M. Brahmbhatt called the meeting to order at 8:34 a.m. in the Fourth Floor Conference Room at Coastline Community College, College Center, and informed that Chancellor Yglesias was absent due to illness. Mr. Brahmbhatt introduced two new academic senate presidents: Diane Restelli from Golden West College and Eduardo Arismendi-Pardi from Orange Coast College. He provided an overview of the meeting format, which consists of reports on academic issues and a review of the draft agenda for the upcoming Board of Trustees' meeting. Dr. Restelli advised that she is a nursing professor at GWC and Dr. Arismendi-Pardi announced that he is a professor of mathematics at OCC. Cabinet members introduced themselves and welcomed Drs. Restelli and Arismendi-Pardi.

Cabinet members present were:

Eduardo Arismendi-Pardi, Academic Senate President, Orange Coast College Joyce Black, Interim Vice Chancellor, Educational Services C.M. Brahmbhatt, Vice Chancellor, Administrative Services Ding-Jo Currie, President, Coastline Community College Lynn Dahnke, President, Coast District Management Association Dean Mancina, President, Coast Federation of Educators Ann Nicholson, President, Coast Federation of Classified Employees Diane Restelli, Academic Senate President, Golden West College Cheryl Stewart, Academic Senate President, Coastline Community College Christian Teeter, Manager, Board Operations/Assistant to the Chancellor

Also in attendance was:

Nancy Sprague, Executive Assistant to the Chancellor

2. OLD BUSINESS

Joyce Black distributed a copy of the District Office/College Functioning Map and asked cabinet members to provide feedback within the next week about inaccuracies, omissions or typographical errors. The Functioning Map reflects the delineation of function as it actually exists at Coast and presents the information in a more concrete fashion than the philosophical statement that was provided during the previous accreditation process. The map will be brought back to Chancellor's Cabinet before being presented to the Board of Trustees.

Ding-Jo Currie reported that Coastline received a letter last week from the Accrediting Commission in which they accepted Coastline's March 2008 progress report and want to visit the college again in March 2009. Dr. Currie thanked the entire team at Coastline for the institutional progress that has been made since the previous accreditation review six years ago. She noted that, due to 2002 budget cuts, a comprehensive, long-term staffing plan had not yet been developed; however, Dr. Currie expects a very satisfactory progress report by March of next year.

Eduardo Arismendi-Pardi announced his intent to start a Means and Ethics Committee, noting the importance of making sure that processes are transparent and adhere to academic freedom through utilization of a check and balance system. He will consider a structure for the committee while reflecting on key individuals to serve who are representative of the college community.

Dr. Arismendi-Pardi also indicated his desire to have an organizational structure for the senate that would allow him to delegate as much as possible in order for him to serve the educational faculty, per Ed Code.

Ann Nicholson advised that the Coast Federation of Classified Employees have accepted a tentative agreement on Article 14, Hours and Overtime. The union staff is looking forward to a new year.

Dean Mancina informed that members of the Coast Federation of Educators are considering a contract rollover proposal that had been tentatively agreed to in June; responses must be postmarked today.

Christian Teeter encouraged cabinet members to attend an executive-level training session at 3:30 p.m. on July 15 in the District Office Training Conference Room (Conference Room H, or B-200-07) to learn about a new browser-based agenda-building tool known as BoardDocs. The Board Office is transitioning from its current agenda management process to an on-line, paperless environment, which will result in a significant reduction in the quantity of agendas that are printed. Members of Chancellor's Cabinet will continue to receive a hard copy of the agenda. Separate training will be held for those who submit agenda items as it is anticipated that BoardDocs will be used to create the August 6, 2008 Board of Trustees' agenda. Mr. Teeter noted that the agendas created with BoardDocs may have a slightly different appearance than the current agendas and that there may be some initial glitches with the new technology. However, Mr. Teeter offered the guidance, leadership and support of the Board team to assist with the transition and welcomed feedback as the process gets underway.

Cheryl Stewart shared her experience last week while attending the American Library Association (ALA) Annual Conference held at the Anaheim Convention Center. She volunteered to work on Virtual Library Day on the Hill, which offered a method of communicating directly with legislators through a computer program, which was quite

fascinating. Faculty members will meet today to volunteer their time to work on a faculty handbook, which has not been updated in several years.

Lynn Dahnke stated that Michael Mandelkern will replace her as President of the Coast District Management Association (CDMA). However, due to calendar conflicts, Ms. Dahnke will represent the CDMA at the Chancellor's Cabinet meetings until August. Ms. Dahnke offered insight into the level of commitment that is assumed by officers of the CDMA, citing that the position of Vice President (held by Vince Rodriguez) will be a two-year commitment, followed by two-years as President and then two-years as Immediate Past President. Working together as a unit, she, President Mandelkern and Vice President Rodriguez will strive to keep members informed. Although the CDMA is not a bargaining unit, Ms. Dahnke appealed to bargaining unit representatives and academic senate presidents to keep the CDMA Board informed about appropriate items. She stated that it is helpful to know what is happening at the District and campuses, noting that information sometimes does not filter down to those below the dean level, who frequently have a great deal of contact with students.

C.M. Brahmbhatt announced that it has been one month since staff has moved into the new District administrative office. Demolition of the modular buildings has begun and the old site should be cleared within the next two weeks. As of October, full parking capacity for the new building will be available. Until then, Mr. Brahmbhatt asked for patience with the limited parking spaces.

Bid responses are due this week for the four acres of land that housed the former District office site. To date, 16 packets have been distributed and they will be presented to the Board of Trustees during the July 16, 2008 Board meeting. ■ California state legislators failed to adopt a budget before the June 30 deadline. There is some hope that legislators will act before the summer recess. Mr. Brahmbhatt advised that we are in a critical period due to a lot of budget unknowns, citing the new lottery and property taxes as two examples. However, the District is operating under the tentative budget approved by the Board of Trustees and allocations have been made for each of the colleges. In response to inquiries from cabinet members about the implications of not having an adopted state budget, Mr. Brahmbhatt informed that all state agencies, including community colleges, will not receive payments. A significant component is that the state made a late announcement that there will not be enough funds to pay for January, February and March expenses, delaying payment until April. Due to the late notice, there was insufficient time for Coast to go out in the market to borrow money on a short-term basis. Monthly expenses for Coast are \$15-\$17 million on average and Mr. Brahmbhatt said that having the reserve for contingency funds on hand helps to avoid campus budget cuts. With respect to the anticipated high default rate for property taxes due in December, Mr. Brahmbhatt explained that if the state does not collect those monies, they do not have to make those related payments. Instead, the state can make up those payments over an extended period of time. He further explained that if Orange County collects all of its property taxes, but there is an overall property tax shortfall within the state, Coast will still

"share the pain." Basic aid districts have double protection in that they are guaranteed to receive the base funding from property taxes even if there is a default in property taxes, and they also collect the excess money over the base during periods of rising economies. In response to a question about growth, Mr. Brahmbhatt reported that Coast had 1.46% growth last year. The state originally projected 2007-08 growth at 2.8%, and then continually reduced it to 1.46%. Although Coast had room for additional growth, the state did not have funding to cover the additional expenses. This presents challenges as it is difficult to adequately serve students when there is no reimbursement from the state. For the 2008-09 state budget, Mr. Brahmbhatt anticipates that it will initially look better as legislators may be reluctant to address significant budget issues in an election year, but will ultimately call for immediate budget cuts.

4. ADJOURNMENT

The meeting was adjourned at 9:23 a.m.

NEXT CABINET MEETING Monday, July 28, 2008

8:30 a.m.

Golden West College

President's Conference Room

Recorded by Nancy Sprague

COAST COMMUNITY COLLEGE DISTRICT Chancellor's Cabinet Summary October 6, 2008

1. CALL TO ORDER

Chancellor Yglesias called the meeting to order at 8:35 a.m. in Conference Room F (Chancellor's Wing) at the District Office. Cabinet members present were: Eduardo Arismendi-Pardi, Academic Senate President, Orange Coast College Joyce Black, Interim Associate Vice Chancellor, Educational Services C.M. Brahmbhatt, Vice Chancellor, Administrative Services Wes Bryan, President, Golden West College Bob Dees, President, Orange Coast College Dean Mancina, President, Coast Federation of Educators Michael Mandelkern, President, Coast District Management Association Vangie Meneses, Vice President, Student Services, Coastline Community College (on behalf of Ding-Jo Currie, President, Coastline Community College) Ann Nicholson, President, Coast Federation of Classified Employees Martha Parham, District Director, Public Affairs, Marketing and Government Relations Joe Quarles, Vice Chancellor, Human Resources Diane Restelli, Academic Senate President, Golden West College Cheryl Stewart, Academic Senate President, Coastline Community College Christian Teeter, Manager, Board Operations/Assistant to the Chancellor

Also in attendance was:

Ken Yglesias, Chancellor

Nancy Sprague, Executive Assistant to the Chancellor

2. OLD BUSINESS

Ann Nicholson informed that the Coast Federation of Classified Employees (CFCE) membership ratified a Memorandum of Understanding to extend the CFCE contract until 2010. Two articles will be reopened.

Michael Mandelkern stated that the Coast District Managers' Association is giving serious consideration to a proposal from the Association of Confidential Employees to merge with the management group. ■ Training seminars by Liebert Cassidy and Whitmore are coming up in the near future.

Bob Dees advised that the recent Athletic Hall of Fame Induction Ceremony honored several past coaches and athletes and was a very nice event. ■ Approximately 25,000 people attended a very successful children's book festival on campus that featured Jaime Lee Curtis, author of <u>Big Words for Little People</u>. The event was jointly sponsored by the Orange Coast College Foundation and the Orange County Children's Book Festival.

Dean Mancina reported that the Coast Federation of Educators (CFE) would publish their first newsletter of the semester. ■ The first CFE "Second Wednesday Lunch Meeting" will be held

this week.
Mr. Mancina will travel to Oakland for a meeting with American Federation of Teachers' community college locals and attend a statewide council meeting. He will also attend an American Federation of Labor solidarity meeting in which he will be honored with an Orange County Labor Leader of the Year Award in recognition of his volunteer work.

Eduardo Arismendi-Pardi announced that two resolutions were drafted for the Statewide Academic Senate recommending faculty hiring that reflects the diversity of student demographic data, and a diversity statement for inclusion in the Statewide Academic Senate's mission statement.

Martha Parham stated that the District-wide Marketing Committee is working with a public relations organization, Interact, to conduct a survey of national media habits. Results will be available in a few months and will offer marketing insights into effectively reaching students.

Cheryl Stewart reported that she traveled to North Lindsey College in England to study methods utilized to achieve their high levels of retention and persistence. Seventy percent of faculty members are full-time and very engaged with students and programs. Programs are designed with local businesses and commerce in mind to enhance students' employment opportunities upon graduation. Programs that do not meet goals are not funded the following year. There is a high degree of commitment to intervention and a great deal of pressure to perform.

Joe Quarles noted that the second full-day negotiation session with the CFE has taken place. Negotiating parties are working hard to understand each other's positions. The impact of this economic environment will impact the District for several years to come and both sides are working to meet these challenges in a practical way.

C.M. Brahmbhatt informed that the District Director of Internal Audit and College Vice Presidents will represent Mr. Brahmbhatt at the Governor's state budget conference today at the Los Angeles Community College District. Mr. Brahmbhatt will share the information gleaned with others. ■ Mr. Brahmbhatt emphasized the importance of attending today's Enrollment Management Meeting at the District Office in order to plan for the best possible enrollment management strategies. ■ Mr. Brahmbhatt highlighted two main themes of the District's 2008-09 budget presentation. The first theme is that the District is on solid financial footing and no lay-offs are being considered. All vendors and all paychecks have been paid on time. Currently, the state wants to borrow \$7 billion from the federal government to meet cash flow needs. To keep all District employees informed during these fiscally-challenging times, a message may be sent to all staff. The second theme of the District's 2008-09 budget is that the classroom must be protected. Students must have access to classroom instruction and we must find a balance between access and fiscal stability. This may require belt tightening. Mr. Brahmbhatt encouraged cabinet members to contact him with any questions so that informed decisions can be made.

Diane Restelli said that the Senate is working diligently toward finalization of goals, looking at the wild card process for ranking of faculty hiring, and taking care of unfinished business with Program Vitality.

Wes Bryan advised that Golden West College held another e-waste collection program and received huge truck loads of donations. Another program is anticipated in February. ■ As college staff struggle with the budget, two areas must be dealt with during the next 30 days. They include identifying temporary 165-day employees and removing \$750,000 from the part-time faculty overload accounts. Mr. Bryan explained that the budget for temporary employees was overspent last year. He also explained that carryover of summer FTES counted against the college's growth and they now have intersession and spring semesters to recoup monies and balance the budget. The goal is to make decisions prior to registration about classes that may not be offered, rather than offering classes and later cancelling them.

Ken Yglesias stressed the importance of today's Enrollment Management Meeting and expressed the opinion that with the severity of the budget situation, both target enrollment and FTES production must be considered. He noted that Enrollment Management meetings are typically held when the financial picture is challenging and encouraged members to attend the meeting and offer their wisdom toward decision making.

Joyce Black distributed information that will be used to respond to the District's delineation of function standard for the March 2009 accreditation site visit. Handouts included a description of an organizational delineation of responsibility and process for decision-making, a functioning map including responsible parties, a summary of centralized and decentralized functions, sample Delineation of Reporting Policy, and reporting relationships/organizational chart to reflect, in part, that the Chancellor is the only employee who reports to the Board of Trustees. Ms. Black asked for review and feedback of any discrepancies in the materials she distributed. Dr. Yglesias added that Ms. Black performed extensive research to compile this information, contacting districts that received positive recommendations for this standard during accreditation reviews. Dr. Yglesias further noted that the information is a compilation of data that describes the delineation of function process that is currently followed by the District, and that it will be used to recommend a revision to District Policy. Dr. Yglesias stressed the importance of this accreditation standard to all three schools and that we must address this issue properly, looking at our current policy and our proposed policy, in a timely manner.

4. ADJOURNMENT

The meeting was adjourned at 9:20 a.m.

PLEASE NOTE LOCATION OF NEXT CABINET MEETING

Monday, October 27, 2008
8:30 a.m.
Orange Coast College
Administration 108 Conference Room

Recorded by Nancy Sprague



Progress Report to Accrediting Commission for Community and Junior Colleges March 2009

Golden West College 15744 Goldenwest Street P.O. Box 748 Huntington Beach, CA 92647-2748

Coast Community College District Board of Trustees Approval Date: February 18th, 2009
Submitted to Commission Date: March 1, 2009

A Confidential Report Prepared for the Accrediting Commission For Community and Junior Colleges

		,

Table of Contents

Statement on Report Preparation	2
Responses to the Recommendations of the Commission	3
Recommendation 5	3
Recommendation 7	5
Recommendation 16	9
Commission Concern	10
Evidence	11

•

Statement on Report Preparation

Various appropriate groups drafted responses to the visiting team Recommendations.

Members of the Institutional Effectiveness committee (IEC) prepared the responses to

Recommendation 5 and the Commission Concern. The IEC membership includes seven faculty (two are on the Academic Senate Executive Board), five managers, two classified, and two students. The Student Equity committee prepared the response to Recommendation 7. The Equity committee is composed of seven faculty, two managers, and one student. The Interim Vice Chancellor of Educational Services prepared the response to Recommendation 16 and submitted it for review to the Colleges and the Board of Trustees prior to inclusion in this report.

A draft report was posted on the campus electronic bulletin board for college-wide review January 30, 2009 and submitted for review to the Coast District Board of Trustees on February 2, 2009. The final report was posted on the college-wide electronic bulletin page for review on February 10, 2009 and submitted to the Coast District Board of Trustees for final approval February 18, 2009.

Throughout the report, evidence that is available via the internet is highlighted in blue underlined text. If you are viewing this document electronically and have Internet access, click the active links and they will go to the evidence document posted on the web. If you have trouble viewing any document, go to the web address below to view all of the evidence cited in this report. All evidence on the Internet is published in Adobe Acrobat's pdf format. You will need to have an Adobe Acrobat Reader installed on your computer to view the report and evidence online.

Free Adobe Acrobat Reader download webpage: http://get.adobe.com/uk/reader/

Progress Report on the Web:

https://research.gwc.cccd.edu/oir/Accreditation/ProgressReport/2009/GWCAccreditationProgressReport2009March.pdf

Progress Report Evidence Webpage:

https://research.gwc.cccd.edu/oir/Accreditation/ProgressReport/2009/GWCAccredProgRptEvidenceList2009.htm

Responses to the Recommendations of the Commission

from the Action Letter dated June 30, 2008

Recommendation 5

The team recommends that the college evaluate its current progress in defining and establishing student learning outcomes, and through broad based and inclusive dialogue renew its efforts to develop a common understanding of student learning outcomes. The college must establish student learning outcomes for courses, programs, and degrees (II.A.1.c, II.A.2 and II.A.3).

Current Progress

The College uses two methods to evaluate its current progress in defining and establishing SLOs. One, as part of the <u>Program Review process</u>, each department reports the status of SLO development and assessment for every course and program. Status is determined on a 6 point scale from 0 to 5.

0-No development at all

- 1-SLOs have been identified
- 2-Assessments have been developed
- 3-Assessments have been conducted
- 4-Assessemnts have been summarized and analyzed
- 5-Changes, where necessary, have been identified and implemented

These <u>SLO progress reports</u> are aggregated and summarized to form the basis for the college's response to the <u>Accreditation Annual Report Update on Student Learning Outcomes</u>.

The second method the College uses to monitor progress is with the <u>California Assessment Institute's (CAI) SLO framework rubric</u>. Members of the Institutional Effectiveness Committee (IEC), College Planning & Budget, Academic Senate, and Student Services Planning Team will again in the spring of 2009 complete a survey based on the CAI rubric characterizing four stages of SLO implementation and six components of a student learning outcomes framework. Results of the initial <u>self-assessment done during the Fall of 2007</u> indicated that the college is at the SLO Framework "Stage 2: Development" on all SLO components except the Evidence component. These results might imply that more SLO assessment and development is occurring than is being documented. Through the discussions in planning team, division, and department meetings, it is our goal to move quickly to Stage 3 during the 2008-09 academic year and Stage 4 in 2009-10.

Efforts this year focus not only on advancing our SLO framework but also ensuring full documentation of our efforts. This is evidenced by <u>program SLO progress reporting</u> embedded in program review and the continued implementation of <u>eLumen</u>. eLumen is a software application designed to manage SLO development and assessment at the institution, program, and course level. It has great potential for expediting the mapping of SLOs from course to program and course to GE.

Common Understanding

The College has undertaken a number of activities aimed at expediting broad based and inclusive dialog to achieve a common understanding of student learning outcomes. These include the Institutional Effectiveness Committee (IEC)'s website, IEC dialog prompts, SLO dialog embedded in every core planning team meeting, appointment of a faculty SLO coordinator, and the College utilizing the <u>CAI SLO framework rubric</u>.

The <u>IEC website</u> serves as a point of entry for SLO information and as a repository of resources that forms the basis for a common understanding of student learning outcomes. It is available on or off-campus. The site contains but is not limited to the campus adopted <u>Assessment Philosophy Statement</u>, a glossary of terms, references to the college-wide assessment process and the role of SLOs within Institutional Effectiveness, and materials for assessing SLOs.

The IEC asked the question, "How could the committee assist the College to engage in dialog about student learning outcomes?" One solution was to develop a series of <u>discussion prompts</u> that could be used by various groups on campus. The prompts were designed with respect to the four levels of SLO framework development and the nature of the group. That way the prompt would be appropriate to the development level of the group and the aspects of student learning the group was formed to address. For example, a group that was at Stage 2 might be prompted with questions focusing on the assessment of SLOs while a group at Stage 4 might be prompted with questions about strategies to use the assessment results to improve student learning. These questions are framed differently depending on whether the group is instructional or student support services and vocational or transfer or basic skills.

The College has a newly appointed faculty SLO coordinator. This is the point person for faculty and staff with questions regarding SLOs, and he will facilitate a common understanding of SLOs. The coordinator is charged with evaluating the SLO training needs of faculty and staff, planning and conducting training and workshops, serving as an information resource, and communicating to the campus through developing SLO materials.

The <u>CAI SLO framework rubric</u> is used as an assessment tool but also as a dialog prompt and guide to creating a common understanding. The College has agreed to set aside some time at every core planning team meeting for <u>SLO dialog</u>. On a periodic basis the CAI SLO framework rubric has been used to prompt this dialog (see <u>IEC meeting summary</u> and <u>Planning & Budget meeting summary</u>).

Institutional, Program, and Course SLOs

Golden West College (GWC) has made exceptional progress establishing student learning outcomes for courses, programs, and degrees. The College has defined SLOs in all 962 active courses, all <u>student services programs</u>, all of our <u>38 majors</u>, and all of our <u>degree General Education (GE) Area and Groups</u>. Work this year is focusing on defining SLOs in the remaining certificates, developing <u>assessments for GE</u> and courses satisfying GE requirements, and mapping course-level SLOs to program and GE SLOs.

	·			
	•			
		\bigcup		

Recommendation 7

The team recommends that the college commit to student equity and diversity through implementing the goals of the student equity task force, in order to assure equitable access and learning support for all of its students (II.B.3.a and II.B.3.d).

GWC is wholly committed to student equity and diversity. This commitment is evidence by the full implementation of the goals of the Equity Plan, by the programs and activities the College engages in to ensure equity, and by statements addressing equity and diversity in the College's primary planning documents (the College Mission/Vision Statement and our College Goals for 2004-201). The visiting Accrediting team in 2008 also indicated that GWC had fully satisfied Recommendation 7. The following is more detail about each.

Student Equity Plan

A standing subcommittee of the College Student Success Committee was formed (Student Equity) during the spring of 2008, and it reviewed the GWC Student Equity Plan. This subcommittee, led by the Vice President of Student Services, reviewed the recommendations identified in the 2005 Student Equity Report and in the 2007 Update to determine their current status, review updated metrics, and update or make new recommendations.

In the <u>2005-06 Golden West College Student Equity Plan</u>, the student equity task force recommended five goals to assure equitable access and learning support for GWC students. The college has since implemented all of the goals and is developing new goals. The new goals will be developed and vetted during the spring of 2009. Below is a brief listing of the current goals along with a general description of the status of each goal (follows the same format as the 2007 Progress Report):

Goal 1: Establish an early outreach and career education effort... (Fully implemented)

Goal 2: Hire a FT temporary counselor to... (Fully implemented)

Goal 3: Develop a strategic plan to improve success in ESL, English, and Math basic skills... (Fully implemented and On-going)

Goal 4: Expand GWC's tutoring program to offer more tutors... (Fully implemented)

Goal 5: Assign a task force to review degree and certificate attainment progress... (Fully implemented and ongoing)

A more detailed account of the College's activities and plans related to each student equity goal is contained in the <u>Student Equity Progress Report 2008</u>.

Research has shown that access and success as measured by course success, certificate completion, and degree completion are not significant equity issues at GWC. However, success as measured by the percent of students transferring to four-year universities appears to be an issue. The primary barriers to student transfer appear to be student's basic math and English skills as well as basic study and life skills. Discussions with the Student Equity subcommittee as well as the Student Success Committee have focused on addressing these basic skills as a means to student equity since at GWC, a higher proportion of students of color place into math and English courses below transfer level. Research is continuing to identify other barriers to transfer. Additional activities will be engaged as we more clearly identify the issues.

				ŧ

The college has developed a comprehensive planning matrix that identifies our long-term goals and activities related to basic skills. (GWC Basic Skills Planning Matrix) The plan is structured around four areas that research has found to be key to effectively serving students' basic skills needs. These are Organizational/Administrative Practices, Program Components, Faculty and Staff Development, and Instructional Practices.

Programs, Activities, and New Projects

It is clear that the college is committed to student equity and diversity as evidenced by the great many ongoing programs, services, and activities the College provides or engages to students to assist in developing basic skills. Additionally, with the advent of the Basic Skills Initiative, the college implemented 12 new projects in 2007 to address the basic skills needs of students.

Programs and Services

- Counseling
- Accessibility Center for Education (ACE) formerly Disabled Students Services
- Student Success Center
- Writing Center
- Math Lab
- ESL Language Lab / ESL Conversation lab
- Tutoring Center
- Puente Program
- EOPS/CARE
- Library Services
- CalWORKs/Re-entry
- Intercultural Program
- STAR (Student Textbook Access Reserve)
- College 100
- El Viento (Community Outreach)
- College 090

Activities:

- Chicano/Latino College Day
- Mi Casa (AB540 Scholarship Program)
- College Preview Day
- KinderCaminata
- SOAR (High school outreach to assist future Students to Orient to college, Assess basic skills, and Register)
- Diversity Week
- Peace Conference
- Selected Student Clubs

New Projects in 2007

- Intercultural Center: Volunteer Conversation Program
- English/ESL Mastery Tests
- Expanded Tutorial and Learning Center Hours
- Additional section of College 100 for Athletes
- PLATO Learning Software
- · Basic Skills Reading, Writing, and Grammar Workshop Series
- Development of 8 new ESL Writing Center Classes
- Crossroads: A Career Ed/Basic Skills Learning Community
- New Course-College090 (College Learning Skills)
- ESL for Health Professions

The success of these efforts is evidenced by the lack of disproportionate impact in the College's awarding of degrees and certificates (Research Related to Student Equity 2008). This is in contrast to the basic skills status of a number of traditionally under-represented groups of students at the time of admission to the College.

College Planning Documents

The College's commitment to student equity is also supported in our educational master plan called <u>Pathways</u>. The College Mission and Vision statements refer to 'responding to community needs...' through 'learning communities' and 'will be demonstrated by innovation which embraces demographic and technological changes'. Our Educational Philosophy addresses open access, diversity, respect, and service. One of our seven primary College Goals for 2004-2011 specifically addresses campus diversity. (Bold highlights statements or terms related to student equity and diversity.)

COLLEGE MISSION STATEMENT

The mission of Golden West College is to support students' goals and interests in higher education, develop their employment skills, prepare them to be productive citizens, and **respond to community needs** by providing a range and variety of educational programs; two year degrees; transfer preparation; career and technical training, and remedial activities. We encourage all members of our **learning communities** to grow to their maximum potential as they contribute to the **well-being of our diverse society**.

COLLEGE VISION STATEMENT

Golden West College is committed to excellence and endeavors to provide an optimum teaching and learning environment. This will be demonstrated by **innovation which embraces demographic** and technological changes.

COLLEGE EDUCATIONAL PHILOSOPHY

Our educational philosophy is founded on ethical conduct and teamwork. To ensure institutional excellence, we continually challenge, test, reevaluate and raise our standards. As an educational organization, we have high expectations and believe that our success depends upon the combined capability and contribution of faculty, staff, students and members of our community.

At Golden West we value:

- Quality education
- Open access to education and opportunity for student success
- Diversity in our staff, students, and ideas
- Respect for our students, colleagues, campus and community
- Accountability in our fiscal, environmental and human resources
- Institutional integrity
- · Service to our community

COLLEGE Goal #6 of 7: Campus Diversity

The College will support an environment to **enhance diversity** among staff and students and **respond to the changing demographics** of our district population through the development and implementation of a student equity plan and a staff diversity plan.

These plans will include:

- 1. An annual review of enrollment patterns in order to identify any disproportionate impact and the development of plans to address any identified needs.
- 2. Hiring and training practices which address the needs of an increasingly diverse workforce, in accordance with the policies of District Human Resources.
- 3. Staff Development and training opportunities to address the needs of our diverse staff and students.

- In practice, monitoring for disproportionate impact (DI) is built into the instructional program
 review process. Data for every program, every division, and college-wide is provided with
 access and success information broken down for each traditionally protected student group.
 For all programs the faculty completing the program review see the data, are asked to
 monitor for (DI), and respond where it exists. For example, Nursing is addressing low
 enrollment issues with male and Hispanic students. (Nursing program review data, Nursing
 Equity Objective Excerpt)
- 2. Diversity emphasis in hiring. The District has developed and presents to all hiring committees a <u>uniform Equal Employment Opportunity (EEO) presentation</u>. This presentation emphasizes the Colleges commitment to Diversity among faculty and staff. The College's efforts in these areas are monitored by an EEO compliance Officer.
- 3. Staff development conducted workshops and training opportunities:
 - Strategies to Increase Success of Students with Diverse Learning Styles
 - Improving Student Success Through Technology
 - In the Spring of 2009 the Basic Skills Initiative (BSI) lead faculty are putting on a Workshop series (9 hours) called "Effective Strategies to Help Students Succeed" focused on modern pedagogical techniques involved with teach basic skills students.

Visiting Accrediting Evaluation Team 2007

The visiting team of William Andrews and Pam Eddinger, in their report to the Commission in 2008, made the following observations with regard to GWC's response to the Commission's Student Equity recommendation:

"The college has provided the Student Equity Progress Report 2007, which illustrated the progress made in the goals of the student equity task force. Further, the Student Equity Committee has been reconstituted as the Student Equity and Access Committee, whose work is now embedded in the college planning process cycle. The committee produces an annual report, and in accordance with the college's planning cycle, a Student Equity Plan with five standard goals."

"The college has also aggregated the Skills Committee, the Matriculation Committee, and the Student Equity and Access Committee into a larger umbrella group called the Student Success Committee. It processes the collective strategies of the three groups to ensure that there is a holistic approach to solutions. The Student Success Committee is a subcommittee of Planning and Budget. Resources are allocated through the Student Success Committee for the Student Equity plan. The assessment of Student Equity strategies is done through Student Services SLOs; the assessment of the committee process is conducted through the planning assessment process."

The visiting team further concluded:

"The college has made substantial progress on this recommendation, both in building an appropriate process, a committee, plans, and related resources to conduct the work of student equity."

"The college has met this recommendation."

.

Recommendation 16

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 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)

The Coast Community College District (CCCD) has, over a significant period of time, maintained a relatively collegial atmosphere with all its constituent groups operating in a decentralized model. This was an informal and undocumented process. The Accreditation Recommendations submitted in 2007 prompted the college and the district to examine the "delineation of specific district functions as distinct from those of the colleges' functions".... At that time, the District and the college began a process to clarify and formalize the respective organizational roles, authority, and responsibilities.

In response to the observations of the evaluating team and the Commission Recommendation, the following documents were created:

- Organizational Delineation of Responsibility and Process for Decision Making
- <u>District Office/College Functioning Map</u>
- Summary of Functions
- <u>District Organizational Chart.</u>

These documents were vetted and will be reviewed periodically through the Chancellor's Cabinet, the participatory governance structure for the District. (<u>Chancellor's Cabinet Committee</u> membership and committee summaries from <u>July 7, 2008</u>, <u>October 6, 2008</u>, and <u>December 1, 2008</u>) Additionally, each document has been communicated to and critiqued by constituent groups at the district and college levels.

The governing Board of Trustees has been informed on the progress of these ongoing discussions. They heard reports regarding our progress report at their regular meeting on November 19, 2008. They have also had under discussion the revision of the current Board Policy – 020-1-2 Duties of the Chancellor. A new policy <u>010-2-6.1 Delineation of Authority to District Chancellor and College Presidents</u> has been under discussion and was finalized at their meeting on January 21, 2009.

The documents related to the delineation of responsibilities will be disseminated to all college and district constituencies via existing communication channels and organizational structures during the spring of 2009. These documents will be posted on District and College electronic bulletin boards, websites, or portal. Established District and College committees such as planning teams, advisory councils, and Academic Senates will review and discuss them. In some cases, training workshops are expected to be conducted for the purpose of solidifying a clear understanding of respective organizational roles, authority, and responsibilities.

On January 7, 2009, the Board of Trustees announced that the Chancellor had been placed on leave and that the Vice Chancellor for Human Resources had been appointed Acting Chancellor. On January 21, 2009, the Board appointed the President of Coastline College to serve as Acting Chancellor. During this transition, the delineation of the Board's role and the role of the Chancellor may have blurred somewhat, but the business of the District still remained a top priority. To some in the District, the collegial and participatory governance process may have been impacted by these

•

sudden transitions, thus resulting in a degree of confusion and concern. The District and the colleges, however, remain committed to providing quality instruction and services despite these challenges.

The Board, District staff, college presidents, and constituent groups take the accreditation process very seriously. As evidence of this ongoing commitment to meeting the standards, the Trustees have established a Board Accreditation Sub-Committee to work with District staff and the college presidents. In turn, the presidents have been working with their respective staffs to address the recommendations of the Accreditation Teams.

The challenge now is to further define and revise the various functions between the District and colleges to improve effectiveness and efficiency as well as leverage resources under the challenges of the current economic environment. The initial anxiety caused by the changes in leadership has calmed, as the Board of Trustees, Acting Chancellor, and college leaders continue to dedicate their efforts to conducting daily operations without interruption. The Acting Chancellor has already begun working with the Board to facilitate the transition, organize work on Board Committees, and engage in discussions to clarify areas of responsibilities at the Board, District, and college levels.

Commission Concern

The college must demonstrate that it is in compliance with Eligibility Requirement 10 which requires the college "...define and publish for each program the program's expected student learning and achievement outcomes. Through regular and systematic assessment, it demonstrates that students who complete programs, no matter where or how they are offered, achieve these outcomes."

Define and Publish Program SLOs

The college has completed the process of defining SLOs for all 10 of our degree <u>General Education Areas/Groups/Competencies</u>, all <u>38 of our approved majors</u>, all of our <u>student services programs</u>, and 11 of our 32 certificates of achievement. Last year, the College had a goal of defining SLOs for a total of 20 majors and certificates of achievement. We far exceeded that goal. We have the goal of defining SLOs for the remaining certificates of achievement by the end of spring 2009 as well as defining and mapping assessments for all GE Areas and Groups. All <u>program SLOs</u>, identified to this point, are published on the College website.

All 962 active courses in GWC's instructional portfolio have identified SLOs. These SLOs are on record in the official course outline and will be accessible to students via Banner's online Class
Schedule Search by the end of spring 2009. This is significant since assessments of student learning in the classroom will form the basis of assessments of student learning for students who complete a program once mapping is complete.

	•

Golden West College Accreditation Progress Report March 2009

Evidence

Recommendation 5

Program Review process

SLO progress reports

Accreditation Annual Report Update on Student Learning Outcomes.

California Assessment Institute's (CAI) SLO framework rubric

Program SLO Progress Reporting Sample

<u>eLumen</u>

CAI SLO framework rubric

Assessment Philosophy Statement, a glossary of terms

SLO Dialog Guidelines

IEC Meeting Summary

Planning & Budget Meeting Summary

Student Services Programs

Major SLOs

Degree General Education (GE) Area and Groups SLOs

Assessments for GE Assessment Plan

Recommendation 7

2005-06 Golden West College Student Equity Plan

Student Equity Progress Report 2008

GWC Basic Skills Planning Matrix

Research Related to Student Equity 2008

<u>Pathways</u>

Nursing program review data

Nursing Equity Objective Excerpt

Uniform Equal Employment Opportunity (EEO) presentation

Recommendation 16

Organizational Delineation of Responsibility and Process for Decision Making

District Office/College Functioning Map

Summary of Functions

District Organizational Chart

Chancellor's Cabinet Committee Membership

Chancellor's Cabinet Meeting Summary July 7, 2008

Chancellor's Cabinet Meeting Summary October 6, 2008

Chancellor's Cabinet Meeting Summary December 1, 2008

Board Policy 010-2-6.1 Delineation of Authority to District Chancellor and College Presidents

Commission Concern

SLOs for General Education Areas/Groups/Competencies

Approved Major SLOs

Student Services SLOs

Instructional Program SLOs Posted on the Web

Banner's online Class Schedule Search



Progress Report

Submitted March 2009

by

Orange Coast College 2701 Fairview Road Costa Mesa, CA 92628

to

Accrediting Commission for Community and Junior Colleges Western Association of Schools and Colleges

Table of Contents

STATEMENT ON REPORT PREPARATION	3
INTRODUCTORY COMMENTS	3
A. PROCESS AND TIMELINE	
RECOMMENDATION #1	5
A. IDENTIFY MEASURABLE SLOS FOR EVERY COURSE:	6
RECOMMENDATION #2	
A. COMPREHENSIVE AND MEANINGFUL ANALYSIS OF DATA WITH PARTICULAR EMPHASIS ON STUDEN COMPLETION, RETENTION, SUCCESS, AND ACHIEVEMENT OF SLOS. B. MAKE IMPROVEMENTS TO ITS PROGRAMS BASED ON RESULTS OF ENHANCED PROGRAM REVIEW.	11
RECOMMENDATION #3	16
A. Broaden the focus of its academic, student services, and administrative planning an human, physical, technological, and administrative planning and financial resources beyon encompass a longer-term framework. D) The process should draw upon findings and recount the program review and be filtered through the College's planning committee structure.	OND AN ANNUAL BASIS TO OMMENDATIONS CONTAINED IN
B. PLANS, ACCOMPANIED BY BUDGET ALLOCATIONS MUST BE DEVELOPED FOR THE REPLACEMENT O TECHNOLOGY, REPAIR AND MAINTENANCE OF BUILDINGS AND FACILITIES, AND THE HIRING OF INSTRUCTI PERSONNEL. C. THE TRANSPARENCY OF THE COLLEGE'S PLANNING AND BUDGETING PROCESSES MUST BE ENHAN STAKEHOLDERS MADE MORE AWARE OF THE PROCEDURES AND CRITERIA EMPLOYED.	F EQUIPMENT AND IONAL AND NON-INSTRUCTIONAL21 CED, WITH THE INSTRUCTIONAL
COMMISSION CONCERN #1	25
COMMISSION CONCERN #2	25
RECOMMENDATION #11:	26
EVIDENCE:	28
ATTACHMENT A:	33

Statement on Report Preparation

Introductory Comments

To be completed

a. Process and Timeline

35

Orange Coast College developed an inclusive process for drafting this follow-up report to the ACCJC's request of June 30, 2008.

This process began with the creation of an Accreditation Task Force. The task force's first meeting was August 25, 2008 and it has continued to meet on a weekly basis. The members of this group include the college president, the Academic Senate president, all vice presidents, the faculty Program Review Coordinator, the faculty Curriculum Committee Chair, the faculty Student Learning Committee Chair, the Dean of Institutional Research and Library Services, and the Technology Division Dean.

In September 2008, the Academic Senate called for faculty applications to serve as the lead writer/researcher for the report. In October 2008, this position was filled.

Also, in October 2008, the Academic Senate created a faculty Transparency Committee to facilitate greater faculty participation in the accreditation process, with specific attention to the process and drafting of the follow-up report.

Working closely with the Office of Instruction and the Academic Senate, the faculty writer/researcher began her duties with interviews, document research, and drafting. The first draft was presented to the Transparency Committee on December 5, 2008, and distributed to the entire campus via email on December 8, 2008. All campus staff, faculty and managers were encouraged to provide feedback directly to the faculty writer/researcher.

The second draft of this report is presented here. This draft has been submitted to the Coast Community College District Board of Trustee's accreditation subcommittee and will be distributed to the entire campus via email on February 2, 2009.

Final feedback on the draft will proceed through February 12, 2009. This will be incorporated into the final version, which will be made available to the Board of Trustees for their February 18, 2009 meeting.

The due date for submission to the ACCJC is March 1, 2009.



b. Document Format

This document has been constructed specifically to assist the Commission and its representatives to quickly review the activities and supporting documentation that address recommendations and concerns as cited in the ACCJC's letter of June 30, 2008.

Each section of the report is devoted to one recommendation or concern. The section begins with the recommendation/concern listed. This is followed with a campus overview. Following the overview, the recommendation/concern has been separated into an outline format that lists each element of the recommendation/concern. Each element is then addressed individually.

This type of format should allow the reader to quickly ascertain the degree to which the college has met and reconciled the recommendations/concerns.

An exception to this presentation is found in response provided to Recommendation 11. This recommendation is common to all three colleges within the Coast Community College District and therefore is identical in all three college follow-up reports. This portion does not follow the outline format used for the college-specific recommendations/concerns.

Recommendation #1: The team recommends that the college accelerate its efforts to a) identify measurable student learning outcomes for every course, b) instructional program, and c) student support programs and d) incorporate student learning assessments into course and program improvements.

Insert Preamble Remarks Here

\${ : •

Campus wide:

• Student Learning Outcomes and Program Level Outcomes have been integrated into the Program Review process for every wing of campus, and have become integral in formulating the four three-year wing plans.

a. Identify measurable SLOs for every course:

- As of November 2009, 100% of Course Outlines of Record have completed student learning outcomes. At the time of the last site visit we had 52% of our courses updated to include SLOs. In the past 7 months, we have revised the last 48% of our courses to include SLOs.
- All course syllabi now contain SLOs, and those SLOs are published and made available to students.
- This work was facilitated by "Fiesta Fridays," departmental or divisional workshops funded by the presidents wing to help faculty discuss, identify, and write SLOs for their courses and programs.

b. Identify measurable SLOs for every instructional program:

- PSLO resources, such as guidelines, models, and a glossary of terms, were made available on the portal, the local campus document network, for faculty to access and utilize in drafting program level learning outcomes. Additionally, workshops were run by the Program Review coordinator to help facilitate writing PSLOs for instructional programs.
- As of the last site visit (April 2008), OCC was working on defining "program" and reviewing data for our certificate programs. Both steps were necessary. The "program" definition needed to be reworked and discussed by the planning committees, the staff, and faculty to develop a definition ideal for our particular institution, which offers a wide-variety of program types—an all-encompassing definition was needed to meet the standards for career education certificate programs as well as transfer or terminal degree programs. Certificate data needed to be assessed for departments to determine viable programs requiring SLOs, and non-viable programs needing suspension and/or revision.
- In September 2008, a campus-wide definition of "program" was discussed at an informational symposium on program review, and was later revised

and approved by the Curriculum Committee. The accepted definition for "program" at OCC helped the campus to identify that there are the three categories of programs requiring PSLOs: 1) any series of courses culminating in a certificate of achievement or certificate of specialization; 2) any series of courses leading to a terminal degree or to transfer; 3) any department or service that offers a cluster of courses or resources that contributes to a student's academic process.

- Those programs identifying PSLOs have been required to compose a
 mission statement declaring the intended outcomes as well as the mission
 statement's alignment with the Institutional Learning Outcomes. The PSLOs
 identified will conform to those outcomes identified in the program mission
 statement. Both Mission Statement and PSLOs will be published in the OCC
 catalog and on MYOCC.
- Program Review forms have been revised to include columns for the program's mission statement and the PSLOs. Including these items on the program review forms ensures mission statements and PSLOs will be an integral part of the program review process and will encourage the reassessment of both every program review cycle.
- As of February 13th, 100% of all certificate programs will have submitted a mission statement and their PSLOs. These will be approved by the Curriculum Committee no later than March 4th. This assures that all certificate PSLOs will be published in the 2009 2010 catalogue. Also, by February 13th, OCC will have approximately 67% of all instructional PSLOs (which includes certificate and transfer programs) identified and approved through the Program Review process.
- The campus President has recommended and SLC has endorsed that any program not in compliance, any program without an approved mission statement and identified PSLOs, should not be offered until it is revised to include these elements.
- The PSLOs for General Education and for Transfer will be completed by Fall 2009. As of the writing of this document, the A.A., A.S., and General Education programs have identify student learning outcomes which are the ISLOs.

c. Identify measurable outcomes for student support programs:

Student Support Services within the President's Wing:

• The six programs identified within the President's Wing —Community and Marketing Relations, The Foundation, Institutional Research, Staff Development, IT, and the Swap Meet—were asked to write PSLOs as part of their program review process. As of the writing of this document, 57% of programs have PSLOs written. By March 2009, 100% of programs will have PSLOs. OCC's IT department was recently reorganized into three service sections for the campus. Each section is in the process of writing PSLOs. These PSLOs as well as their program mission statements will be finalized in February 2009.

Student Support Services within the Administrative Services Wing:

- As of November 2008, 100% of support programs within Administrative Services (Bursar's Office, Campus Budget and Financial Operations, Campus Public Safety, Facilities, Maintenance and Operations, Personnel, the Vice President's Office) have drafted and finalized their PSLOs, which are aligned with the Academic Master Plan and the campus Institutional Outcomes. These PSLOs are published on the campus portal.
- Program Review forms for Administrative Services have been revised to include columns for the program's mission statement and the PSLOs. Including these items on the program review forms ensures mission statements and PSLOs will be an integral part of the program review process.

Student Support Services within the Student Services Wing:

- As of February 2009, 100% of student support programs within the Student Services Wing have 2 written PSLOs complete with assessment methods (Academic Integrity Seminar, ASOCC, Bookstore, CalWorks, Children's Center, Enrollment Center, EOPS/CARE, Financial Aid, International Center, Matriculation, Peer Mentoring, Scholarship, Student Health Center, Student Government). These PSLOs have been incorporated into the Student Services Program Review process.
- Student Service PSLOs were identified by conforming to the wing's themes: student responsibility, providing students with skills needed in their academic and professional lives.
- As of December 2008, 80% of PSLOs identified with Student Services programs have been assessed. The remaining 20% will be assess in Spring 2009. By the end of the Spring 2009, 100% of Student Service's programs will have undergone the first cycle of assessment.
- d. Incorporate student learning assessments into course and program improvements.

Campus-wide:

įį

- OCC's Program Review coordinator has also attended conferences on SLO assessment, writing effective PSLOs, and utilizing assessment software such as Elumen. She has conveyed the training information to the campus via division and departmental workshops.
- Measurable outcomes and their assessment are integrated into every program review document across all four campus wings.

- As part of the three-year program review process, all identified SLOs and PSLOs will be assessed one time during the three-year cycle.
- The Academic Senate has drafted an "assessment philosophy" statement which is currently being discussed by senate members.

Instructional Wing:

- In Fall 2008, approximately 30% of instructional programs piloted assessment of one SLO or PSLO. Departments and individual faculty members participating in this first round of assessment are testing their method of assessment in stand-alone courses.
- A variety of assessment methods or being tried across the instructional wings and in the different programs: embedded test questions, essay rubrics designed by the department, portfolios, exit interviews, entrance/exit surveys, and pre- and post- tests. Both full- and part-time faculty have participated in these "pilot" assessments. Departments have been encouraged to consider the course format and scheduled time (large lecture, night and morning) in shaping their assessment model. The pilot assessment and follow-up dialogue will be conducted by participating departments in Spring 2009.
- By the conclusion of Spring 2009, 50% of all instructional programs will have piloted an assessment of one SLO and begun a review of the assessment method and process. Departments and programs will be encouraged to discuss the results of the assessment as well as the effectiveness of the method selected for assessing student learning. Results will be incorporated in the program review process.
- Departments not participating in a "pilot" assessment are currently creating timeline for completing all of their SLO assessments, and discussing the most effective methods and instruments for assessing their courses.
- Assessment of SLOs and PSLOs is now part of IUA job descriptions.

President's Wing:

- All 6 support programs within the President's Wing will propose assessment methods for their PSLOs in Spring 2009.
- The Technology Committee will survey stakeholders on IT services and technological equipment in February 2009. The results of the survey will be assessed to help the reorganization and prioritization of IT projects.
- IT has installed new software called Support Magic to help them assess their work load and track support requests. The addition of the software will allow them to perform more frequent and continued assessment of their support services.

 As part of writing the PSLOs and mission statements, IT identified four areas of study that will guide their assessment process and their data collection.

<u>Administrative Services:</u>

- During Fall 08 and Spring 09, 50% of Administrative Services departments are assessing identified objectives using service level data, stakeholder surveys, and project completion statistics.
- Assessment completed in Fall 08 and Spring 09 will be used to refine Administrative Service's 3-year wing plan.

Student Services:

- 80% of student support programs have performed a measured assessment of 2 SLOs by the conclusion of Fall 2008. The remaining 20% will be completed in Spring 2009. Data will be gathered from a variety of sources for example Student government will use pre and post tests and questionnaires; Matriculation will use qualitative analysis, on-line registration statistics; the Children's Center will use student employee evaluations and student parent conferences; EOPS will use review and tracking of student educational plans and student transcripts; the Student Success Center is using utilization statistics, retention and program completion statistics; and Financial Aid will use data tracking.
- A "pilot" assessment survey was performed in Intersession 2009 to test if the questions for the survey would produce meaningful data. Student Services, with the help of Institutional Research, surveyed students using Enrollment Services, the Student Health Center, the International Center, the Dean of Students, and Financial Aid. The pilot revealed the need to redraft the survey questions.
- Assessment done after the first year of implementing the Title Three grant revealed the need for a Student Tracking and Early Alert system. The Title Three coordinator worked with enrollment and matriculation staff as well as IT to develop software for this purpose.
- Assessment results and program review analysis will be incorporated into the Student Services three-year wing plan.

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 b) make improvements to its programs based on the results of the enhanced program review process.

Insert Preamble Remarks Here

Campus Overview:

- The campus created a new position, Educational Research Analyst (ERA), in Spring 2008, for the purpose of assisting the campus with data collection, processing, and interpretation. The ERA will also be available for staff and faculty who are drafting their program reviews to help them analyze and interpret their data. In October 2008, the position was filled.
- Workshops have been organized by the Program Review Coordinator, and funded by the President's Office, to train faculty to work with data collection during the assessment and program review process. The Program Review Coordinator has also attended conferences in May and October specifically focused on improving student success through program review and the assessment of SLOs. Furthermore, the ACCJC provided a speaker to outline the necessity of program review for the campus planning process—approximately 100 campus members representing all four wings attended this presentation.
- Through consultation with all four campus wings, the Program Review
 Coordinator and the Director of Institutional Research generated a Program
 Review Calendar for the entire campus. The calendar includes the important due
 dates for program review as well as the timeline for incorporating the program
 review results, which include the assessment of SLOs and PSLOs, into the
 planning process and the generation of departmental, divisional, and wing plans.
- To further the analysis of data and to enhance the program review process for Student Support Services, the Program Review Coordinator created "Program Review Guidelines," a document explaining the steps of the program review process. The document offers definition of terms and models for data collection and analysis. The guidelines facilitated the process, especially for support services performing program review for the first time, and the document helped to align the program review process for all four wings.
- All program review forms and all program review processes for the 4 wings of campus have been aligned. Each program review includes the program's mission statement, student or program level outcomes and their assessment as an integral part of the process. Additionally, all program reviews have been made available to all stakeholders by being posted on the same program review page located on the campus portal.
- All program reviews in all four wings undergo an intensive peer review process to facilitate translation of the required data and to assure the program review plans include the goals articulated in the Academic Master Plan and the Institutional Student Learning Outcomes. Intra-wing peer review has been performed by Administrative Services and Student Services. Intra-wing peer review will be completed by members of the President's by February 17th. The Support service department's are considering expanding their peer review process to be interwing.

- The campus is currently in the 2nd year of its three-year program review process.
 After the first year of implementing the new Program review process, program review participants evaluated the new program review forms, method of data collection, and the peer review feedback to make adjustments to the process to make it more efficient and to address needs demanded by the new planning process.
- All four wings have integrated an annual program review for hiring, facilities, and technology. The results of these program reviews have been compiled into spreadsheets and been given to the appropriate planning bodies for prioritization and to be compiled into the three-year wing plans. The Dean's Council used the documents to disperse 2008-2009 State Funded Equipment Funds. The Office of Instruction used the annual staffing program reviews to prioritize full-time faculty hire requests inn October 2008.
- The Student Learning Committee (SLC), which is the committee responsible for SLO and PSLO oversight, has received wing trend analyses, documents which compile the results of the recent program reviews and determine the dominant trends in those Program Reviews, from three wings of campus: Instruction, Administrative Services, and Student Services. The Trend Analysis documents were reviewed and revised, and were approved in December 2008. The finalized plans will be sent to the appropriate planning councils for prioritization in Spring 2009. The wing plans drafted in December 2008 took into account the SLC trend analyses.
 - a. Comprehensive and meaningful analysis of data with particular emphasis on student enrollment, program completion, retention, success, and achievement of SLOs.

Instructional Wing:

- Program Review for the instructional wing includes data analysis of student enrollment, program completion for career programs, retention, success, and achievement of SLOs.
- The SLC reviewed all 2007-2008 Instructional Wing program reviews, those
 compiled in the first year of our new process, and created a "Trend Analysis"
 document. The trends were statistically measured by frequency of request,
 and through categorization of departmental needs. Trends identified ranged
 from concerns about faculty hiring, facilities, and student retention rates.
 The SLC trend analysis document was finalized in December 2008 and
 submitted to all Planning Councils.
- The prompts for program review were revised in order to improve the analysis of data and to encourage examination of the cause and sources of the data.
- In May 2008, the Academic Senate approved the creation of an Educational Research Assistant position to help faculty with data gathering for program review, and to train faculty to effectively analyze educational data. The ERA

will also help generate data for the assessment of SLOs and PSLOs. This position was filled in November 2008.

President's Wing:

- All 6 departments within the President's Wing are undergoing program review for the first time. As part of the process, each department is determining the kind of data to best determine their department's effectiveness. This discussion is still continuing.
- Due to reorganization of the IT department, program review was not performed last year. However, the Technology Committee is devising a survey to generate data on user satisfaction and user needs. The survey will investigate service levels, customer satisfaction, and user performance. The survey will be distributed in February 2009. The data is expected to be compiled, analyzed, and distributed in Spring 2009.
- As part of the program review process, departments in the President's wing wrote PSLOs. These PSLOs and their proposed assessment methods were integrated into the department's program review forms.
- To facilitate comprehensive and meaningful analysis of data, the program reviews generated by the President's wing underwent an inter-wing peer review process in January 2009.
- 100% of program review are scheduled to be completed by February 2009.

Administrative Services:

- Program level outcomes have been identified and incorporated into the program review forms for Administrative Services. Data compiled on work load, service records, work-order requests and stakeholder surveys, will be evaluated to assess theses outcomes and to prioritize the Administrative services wing plan.
- As of Fall 2008, two thirds of the departments under Administrative Services will have completed the new method of program review involving comprehensive data analysis.
- To aid in data analysis, Administrative Services refined their past peer review process and implemented its new method of intra- and inter-wing peer review in January 2009.

Student Services:

- The Student Services program review process relies heavily on data analysis of enrollment trends, student success, retention, completion and achievement.
- As part of their comprehensive program review process, Student Services integrated the assessment of two SLOs for each program undergoing program review.

- 100% of departments within Student Services have undergone comprehensive program review.
- To aid in analysis of data, Student Services has practiced intra-wing peer review for many years. Beginning in January 2009, comprehensive program reviews will also undergo inter-wing program review.
- b. Make improvements to its programs based on results of enhanced program review.

Campus-Wide:

- After one year of the new program review cycle, many improvements have been made to the program review and planning process.
 - As a result of the Annual Program Reviews performed for hiring, the SLC recommended to Planning and Budget to write and utilize rubrics for prioritizing hiring support staff.
 - As a result of the Annual Program Reviews for facilities, the SLC recommended the creation of a spread sheet itemizing facilities requests and needs to be distributed to all four wings of campus to facilitate prioritization of facilities projects—a concern that crosses all four wings.
 - A problem identified in the first cycle of program reviews was the need to clearly define the difference between equipment and supplies for planning and budget purposes. The SLC used this trend within the Program Reviews to make the distinction between supplies and equipment, facilitating the planning process.
 - Trend Analysis documents have been finalized by analyzing the program review documents submitted last year. The Trend Analyses compiled by Student Services and the Instructional Wing have already been used in drafting the three-year wing plan, facilitating the planning process for both of those wings.

Instructional Wing:

- As a result of program review, the English department identified a trend responsible for the drop in enrollment of 100 students in their literature program.
 After identifying this trend, the department made adjustments to their scheduling and in Fall 2008, the semester following the program review, their literature enrollment showed an increase in enrollment.
- Relying on the program reviews from 2007-2008 the Dean's council distributed
 their SFE funds for purchasing supplies and equipment needed for the classroom.
 The prior process for determining supplies and equipment funding relied on
 individual divisional practices. Compiling supply and equipment requests made in
 the program reviews from 2007-2008 created a macro-picture from which the
 deans could better identify needs and costs. Allocating funds based on program
 review requests was a small, but much more efficient adjustment to the process.

Administrative Services:

- The Program Review process has led to the creation of a facilities request spread sheet as well as a prioritized deferred maintenance list made available to the campus and the necessary planning councils. The creation of these two documents has facilitated discussions regarding campus facilities and maintenance needs for all wings, and the prioritization of those needs into the three-year wing plans. Administrative Services is currently drafting a rubric for assessing and prioritizing campus facility needs.
- As a result of the Program Review process, Personnel Services has reorganized their department to better meet the needs of the campus.

Student Services:

- As a result of the Program Review Process the Children's Center determined the need for new playground equipment. Based on safety concerns identified through the process and analysis of growth trends, Student Services ushered the requests for new playground equipment through the new planning process and has installed, and is using the new playground equipment.
- Following the Financial Aid Annual Program Review where work loads were a source of data for analysis and looking towards future growth based on trend estimates, Student Services realized the need for more staff in the Financial Aid department. They have since moved a staff member from another campus department into Financial Aid to help with the increased work load and to aid the efficiency of the financial aid department.
- The data analysis in program review of the Student Government showed the need to expand the facilities for ASOCC. This expansion is currently in process.
- Following analysis of user frequency and projected growth trends, the Student Health Center realized they needed for new furniture to meet campus demand. The furniture request has gone through the planning process and has been installed in the center.
- In conjunction with the Title Three coordinator, enrollment identified the need for software that would track at risk students to help increase retention of those students. The Title Three Coordinator, the Dean of Enrollment Services, and the IT department installed a tracking system to monitor students utilizing the Student Success Center and to help identify and shepherd at risk basic skills students.

President's Wing:

As a result of an outside consultant's evaluation of the campus IT program, the
IT department was moved out of the Administrative Services Wing and into the
President's Wing to improve oversight and to centralize the planning process for
IT campus needs.

- SLC, relying on campus wide annual technology program reviews, compiled technology trends occurring across campus for the Technology Committee to review and to facilitate IT planning for the campus.
- As part of the annual technology program review, the need for a more reliable and dispersed wireless network was identified. A more comprehensive wireless network is a need identified by both students and faculty on campus to facilitate learning and classroom instruction. The Technology Committee has informed the campus of this trend/need by attending Senate and Planning and Budget meetings.
- Peer review process led to the Foundation and Campus Public Relations Office realizing the need to coordinate budgets and plans for campus events.

Recommendation #3: The team recommends that the College a) 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. b) 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. c) 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. d) The process should draw upon findings and recommendations contained in the program review and be filtered through the College's planning committee structure

In the past year, the campus has been working diligently to refine the planning process across campus. We have created wing plans based on program review, learning outcomes, and data collection. The campus is motivated to create a sustainable planning process, one that is transparent, fluid, and efficient. The current process also ensures all allocations will be based on program review and the examination of supporting data. A committee comprised of three faculty members and one administrator have completed a first draft of a decision making manual that explains the planning process on campus and ensure transparency of the planning process on campus. The document contains planning flow charts for the process for the allocation of resources for full-time faculty hiring, classified and management hiring, instructional equipment and supplies, and annual equipment and facilities updates. The document also clarifies the deadlines and process sequence for program review and the planning process. The campus is making clear progress towards developing a sustainable planning and allocation process and on making that process transparent to stakeholders.

Campus-wide:

- Across campus, program reviews have been synthesized and evaluated for compilation of program needs into comprehensive spread sheets which have allowed for a campus-wide discussion of instructional and support program needs. These spread sheets have been dispersed to the planning committees for each wing and are currently being used to formulate three- or five-year wing plans in the four wings.
- Three and five year wing plans include wing goals, objectives, strategies, and
 assessment markers. All goals are aligned with the Academic Master Plan as well
 as the Institutional SLOs. The wing plans will be reviewed by the Planning and
 Budget Committee and sent back to the wings for revision. The wing plans will
 be finalized in Spring 2009.
- The campus has integrated its planning by aligning the program review process across all four wings, each wing using the same forms and prompts to generate

their program reviews. All program reviews undergo a peer review process which ensures comprehensive analysis of data, but furthermore encourages discussions about planning across departments within a wing and departments across wings. The new process is already improving our efficiency by allowing wings and departments to identify similar needs and to align their plans for better allocation of funds.

- Statistical analysis of trends occurring in the instructional and student services
 program reviews were performed by members of SLC and has led to the
 production of trend analysis documents to guide planning for the next year.
 These documents have already been used to make recommendations for refining
 the definition of equipment, the creation and implementation of a prioritization
 rubric for both faculty and classified hires, and the creation of an all inclusive
 technology request spread sheet for more efficient allocations.
- The need to facilitate transparency of the planning process led the Program
 Review Coordinator and the Academic Senate President to create a committee
 responsible for writing a decision making manual that would explain to
 stakeholders important campus deadlines, the steps of the planning process, the
 parties responsible, and the forms necessary for documenting the process. A
 rough draft will be made available for campus review in February 2009.
- a. 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 . d) The process should draw upon findings and recommendations contained in the program review and be filtered through the College's planning committee structure.

Human resource planning:

- One of the dominant trends identified in the SLC's Trend Analysis document compiled from the 2007-2008 program reviews was the need for more fulltime faculty and classified staff to meet the demands of our growing student population and the projected increasing work loads in both instructional and student service departments. The need for new instructors and classified staff members were determined by analysis of data generated in program review and through growth target projections over the next three years.
- Planning and Budget, following the recommendations contained in the SLC trend analysis of program reviews from 2007-2008, is drafting a prioritization rubric for the ranking of hiring requests for classified positions across all four wings. The hiring rubric will make the prioritization of classified hires more transparent.
- Instructional departments were required to utilize their comprehensive program reviews and the supporting data to create their full-time faculty

- hiring requests which were then reviewed by members of IPC who relied on a prioritization rubric to rank departmental needs and to allocate funds for hiring new full-time faculty. IPC has refined the rubric process, and has recommended through this process 8 new faculty positions.
- Due to the rapid changes in hiring needs budgeting for hiring faculty and classified staff is done on a yearly basis for the campus. However, growth targets and data showing enrollment trends are assessed to generate realistic hiring goals for the next three years.
- The new budgetary process, of fielding hiring requests three times a year rather than on a continual basis, has given departments and services opportunities to identify their hiring goals and to reprioritize or reorganize their work loads. This process has better refined our hiring requests by giving programs and departments time reassess their needs and their infrastructure to work more efficiently and to better justify their need for new staff/faculty.
- The new hiring process has also triggered a campus-wide discussion regarding the method of "replacement" allocations. Previously, replacement hires were guaranteed and the allocations were funded automatically. However, this process did not allow for departments to examine their needs nor to gauge the efficiency of their staffing. Nor did it allow the campus planning bodies to really investigate or rank hiring needs across campus. Perhaps a new position in IT is needed much more than the replacement classified position in counseling. In discussing how best to prioritize replacement hires, the campus has begun to consider a new allocation process to meet the hiring needs identified in program review and in the wing goals.
- Following a comprehensive program review last fall, Student Services
 recognized the need for more classified staff in Financial Aid to help with the
 increased workload generated by increased enrollment. After examining their
 other programs, Student Services realized they could transfer a classified staff
 member into Financial Aid, rather than hiring for a new position.
- After performing a comprehensive program review in Spring 2008, Personnel Services, a department within the Administrative Services wing, reassessed their staffing needs and opted to restructure their department rather than fill a replacement position. This decision was made after consulting data regarding the work load and the needs of the department.
- Based on an outside consultant's report in Fall 2007, the campus voted to reorganize the infrastructure of our IT department. After consulting enrollment growth, user statistics, and service records, the campus created a new position to manage IT: Senior Director of Information Services. Though this position was not a direct result of program review, it was the result of close examination of data and assessment.
- The Interim Director of IT reviewed work load data, campus devices use, application maintenance requests and needs, and determined that the IT

- division could best use its staffing resources by dividing the department into three areas. As a result of consulting data and reformulating the structure of the IT department, he also identified the need for more staffing to best cover the workload and campus technology needs.
- After examining data of user trends and device usage, the IT department reorganized into three departments. As part of the process, the IT consultant and interim director of IT used their data to shift staff into areas of most need and to better utilize staff talents. They also assigned lead technicians to regional areas to ensure staffing responsibility and quality of support. Though the workload measurements demonstrated a need to hire more technicians, the interim director and the IT consultant thought it would be a more efficient use of staffing resources to create a pool of technicians to float between regional areas, thus conserving costs and maximizing the use of staff.

Physical Resource Planning:

2 11 11

h - H ic

- SLC recommended the Facilities Committee put all annual program review
 facilities requests into a spread sheet that identifies the specific request,
 the program review from which the request was generated, the
 reasons/justifications for the requests, and a timeline for accomplishing
 the tasks. This document was drafted by members of the facilities
 committee in Fall 2008 and has been sent to the planning bodies and the
 wing administrators for prioritization. Following the ranking process
 executed by the wings, the document will then be finalized as a three year
 facilities plan and returned to the facilities committee to forward onto
 Planning and Budget for approval and allocation. Projects that are
 unfunded will be sent back to the wings for reprioritization.
- The revised program review process for the entire campus includes a yearly review of facility needs by departments and programs. These program reviews have been examined and used to revise the three year wing plans.
- A spread sheet has been created to monitor Measure C funds over the next five years. The spread sheet includes building plans as well as their estimated costs to facilitate budgeting and allocation of the funds for campus development.
- Student Services, as part of their three-year wing plan incorporated facilities needs into their program review. Their facilities needs were determined by estimating enrollment growth over the next three years and determining the workload and facility needs to meet that estimated enrollment growth.
- Title Three, which is a grant awarded the campus to develop its basic skills curriculum and to address the specific basic skills needs of OCC students, has incorporated facility needs into its 5 year plan. Currently the Title Three coordinator is working on establishing space specifically for

the basic skills programs in Math and in Writing. As part of the measure C funds a writing center and math center has been planned.

Technological Resource Planning:

- As part of the revised program review process all departments perform an annual program review of technology needs. The purpose of the annual review is to better assess our internal and external technology needs and to generate more efficient purchasing plans to meet those needs.
- The Program Review Coordinator assembled a projects list of 25 items by examining the annual program reviews for technology written in the last program review cycle. This list was reviewed and prioritized by the Technology Committee and has been forwarded on to Planning and Budget.
- Following the first cycle of our new program review process, a glitch was discovered in our planning and budgeting for equipment and supplies. As part of the refining our planning process and ensuring its sustainability, "equipment" and "supplies" were redefined to facilitate quicker planning and allocation of funds. This new definition has already streamlined divisional dispersal of SFE funds. The new definition has also enabled Deans to more efficiently allocate SFE money to more quickly meet instructional needs. The new definition and the new program review process permits all the instructional division deans to assemble and quickly assess their division's yearly needs. This process allows the deans to better predict what their budgetary needs will be in future years.
- As the site team acknowledged during the site visit for 2007, our IT structure did not allow for clear communication between IT departments, nor for clear communication between the IT department and its users. The lack of structure made it difficult for the campus to determine its technology needs and to budget for those needs. Since the last site visit in Spring 2008, the IT department was centralized and moved into the President's Wing, and a new IT infrastructure has been implemented. In dividing the IT department into three areas—regional, infrastructure, and customer service—technology needs can be better assessed because there are clear delineations of responsibilities and methods for tracking user needs across the campus. Also with clear delineation of functions, IT can better determine is resources and its projected budgetary needs.
- As part of the reorganization of IT, the Interim Director and the technology consultant have drafted a rough planning process for IT development and acquisitions. IT will synthesize needs identified in its own comprehensive program review with those identified in other campus departments by the Program Review Coordinator. This document will be sent to the Tech Committee for prioritization. After prioritization IT will design an operational plan and a budget, to be then sent on to planning and budget for allocation.
- In December 2008, the Technology Committee created three new subcommittees for the purpose of drafting a new mission statement, a delineation of functions, and a rubric/ranking method for prioritization of technology requests from program review. Following the first year of the new

Program Review process, a spread sheet of technology needs voiced in the annual program review for equipment revealed overlap between areas of the campus. The process showed the Tech Committee the need to coordinate the requests for technology for more efficient budgeting. In its coordinating role the Tech Committee will serve as the liaison body between the instructional and support service areas of campus, IT, and Planning and Budget.

b. 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.

Plans developed for the replacement of equipment and technology:

2 3.7 1 1

- A document identifying 25 technology projects and their estimated costs was compiled by the program review coordinator and distributed to the Technology Committee for prioritization and finalization. The final project list has been forwarded to the new Director of Information Services. The DIS is currently combining the technology plans from the instructional and support services' program reviews with the equipment replacement lists compiled by IT technicians. With a comprehensive list of identified technology needs, the Tech Committee and the DIS will group related items to streamline pricing and more efficiently budget funds. For example, if two areas of campus need the same software, bundling the purchase will save the campus money. Once budgets have been determined, the list will be prioritized by IT and the Tech Committee to be forwarded on to Planning and Budget.
- This year program review was the basis for allocating SFE funds. Relying on program review allowed deans in the instructional wing to

allocate fund more quickly because the data showed the areas of most need, and the program review process has allowed the deans to project and anticipate yearly equipment and supply needs, and to budget for them. This process allows the deans to better predict what their budgetary needs will be in future years.

Plans developed for the repair and maintenance of buildings and facilities:

- Annually, Administrative Services, in consultation with its HVAC, Maintenance and Operations, Grounds, and custodial staff, compiles a Deferred Maintenance list. This list assesses the safety and comfort needs of the faculty, staff and students of OCC and determines the costs of such repairs and maintenance. The list is regularly updated as projects are budgeted, allocated funds, and completed.
- Construction and restructuring of buildings on campus are determined by the Measure C plan.

 Facilities requests identified in program review have been compiled into a three year facilities plan.

Plans developed for the hiring of instructional and non-instructional personnel:

- All hiring is done on a tri-annual basis and is based on program review and analysis of data. Hiring requests for faculty are ranked using common measurement criteria identified in a rubric. At the recommendation of SLC, the planning and budget committee is drafting a rubric for ranking hiring requests for classified staff.
- It is difficult to create long-term budgets for hiring because of the
 unpredictable nature of retirements and separations. The campus cannot
 predict long term trends of retirement and separation trends. However,
 discussion regarding replacement funds and how those funds are allocated to
 meet campus hiring needs is occurring in Planning and Budget. Also estimates
 based on target FTES are being used to determine budgetary allowances for
 hiring staff and faculty to meet those demands resulting from enrollment
 growth.
- c. 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.
- A committee comprised of the Academic Senate President, the Program Review
 Coordinator, the Curriculum Chair, and the Dean of Library/Manager of
 Institutional Research has written a draft for a decision making manual that
 details the program review, planning, and budgetary process for faculty and
 staff. The document is modeled on the Moorpark College planning guide and will
 aid in making the planning process more transparent and in encouraging shared
 governance across campus. A draft of the manual will be made available for
 faculty review in Spring 2009.
- The Academic Senate created the Transparency Committee for the purpose of improving transparency of the processes and plans being implemented on campus that relate to the "10 + 1" duties of the senate. There is a special focus on the accreditation processes. The committee is currently examining means of distributing information to stakeholders and on creating awareness for the planning and decision making occurring on campus.
- The Program Review Coordinator, throughout the fall semester, has been
 organizing workshops for departments and divisions in the instructional wing on
 program review, writing PSLOs, and assessment training. These individual
 workshops are tailored to inform divisions of their specific role in the planning
 process and to familiarize faculty with the implementation of PSLOs in their
 assessments and program reviews.
- In instructional wing division meetings, deans and senate members have been presenting the steps of the planning process to division faculty members.

- All planning documents, including peer reviewed program reviews, three year wing plan drafts, and prioritization lists for the Instructional, Student Services, and Administrative Services wings, are made available to all classified staff and faculty members on the campus portal.
- For the first time, the campus has assembled spread sheets for facilities and technology that encompass the needs and requests of the entire campus for all stakeholders to review and be made more aware. The ability to see all the campus needs in one document allows for a more complete and informed discussion regarding technology and facilities planning.
- Rubrics for hiring prioritization have been available on the portal to aid departments composing hiring requests for full-time faculty positions.
 Awareness of the ranking categories and the campus priorities has caused
 - departments to assess their hiring needs and to be more circumspect in their use of data and student trends when determining their hiring needs.
- Wing plan transparency is fueled by the planning process. All wings utilize peer review in their program review process. Peer review allows individual wing members from different departments to understand the trends and needs of other departments within their wings. Program review is no longer an insular activity where only individual department members are aware of the plan identified in program review. Following the peer review process and finalization of the program review, wing plans are assembled by compiling the plans within program review. These wing plans, once drafted, are sent out to the various departments within the wing to review and prioritize. In each stage of this process more members of individual wings are made more aware of the plans identified by their wing and by other departments. The new process lends itself to transparency and to stakeholder involvement in every stage of the process.
- Currently the support services wings perform peer review within their wings.
 This facilitates conversation and planning within the wing, but to further
 transparency across the campus, the Program Review Coordinator is working on
 a peer review process that would involve all four wings, an intra-wing peer
 review.
- Concern regarding transparency of IT planning was identified in the 2007 as well as in the 2008 site visit. The IT reorganization has allowed the campus to review and discuss ways of facilitating more transparency of IT plans. The Technology Committee will work with the newly hired Director of Information Services to identify ways of making IT planning more transparent. Since last year, a planning list based on program review was created, the relationship between IT and the campus Technology Committee has been more clearly defined, and three new subcommittees within the Tech Committee have been formed to draft a mission statement, a planning process for equipment replacements and acquisitions, and guidelines for prioritizing technology requests on campus. The Tech Committee will also conduct three user surveys in Spring 2009.

• The technology consultant hired to help OCC reorganize the IT department has recommended establishing a portal page for IT where it can post daily network status reports and monthly overviews. He has also recommended the new Director of Information Services attend Academic Senate meetings and to send out regular memos informing the campus of IT plans and progress. He has also recommended the creation of a "service tracking" webpage where users can track their support requests. A webpage such as this would further help IT gather information regarding device usage, problem areas, faulty equipment, and to gauge user satisfaction more rapidly.

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."

Hy

- As of November 2008 all course outlines of record contain identifiable student learning outcomes.
- In February 2009 all certificate programs will contain identifiable program level outcomes.
- The learning outcomes for the A.A., A.S and General Ed programs are the Institutional SLOs which are published in the OCC catalog.

Commission Concern #2: The College should define and publish "for each program the program's expected student learning and achievement outcomes.

- In October 2008, the Coast Community College district mandated that all students in all courses be provided a syllabus complete with the SLOS. The mandate was supported by the faculty union which approve and MOU supporting the district decision to require faculty to provide their students with a course syllabus.
- In November 2008, the Syllabus Task Force drafted a policy and procedure for ensuring all course syllabi have SLOs and are made available to students.
 Faculty must provide their division office in the first week of class either a paper or electronic copy of the syllabus for each course. These syllabi will be collected and maintained by the office coordinators and can be made available for any student to review.
- The Staff Development Coordinator, with the endorsement of the Academic Senate, has organized one-hour workshops covering methods of incorporating SLOs in course syllabi and different methods for publishing course SLOs. Also, to facilitate inclusion of SLOs on course syllabi, the Staff Development Coordinator generated an easy to complete template including prompts for course description, learning objectives, student learning outcomes, and student responsibilities.
- The Vice President of Instruction and the Dean of Enrollment Services are
 working together to create a course-resource link on MyOCC that will allow
 faculty to enter the course SLOs into the registration program, enabling students
 to become familiar with the course learning outcomes as early soon as the
 student registers.
- All program level SLOs will be published, along with the program mission statement, in the OCC catalog.

- Student Services identified two PSLOs for every student program. These PSLOs have been arranged in a trifold available on MyOCC and the OCC website. A targeted announcement containing the Student Services PSLOs will be sent to students at the beginning of each semester.
- Administrative Services PSLOs have been published on the campus portal on the program review site.

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.

The Coast Community College District (CCCD) has, over a significant period of time, maintained a relatively collegial atmosphere with all its constituent groups operating in a decentralized model. This was an informal and undocumented process. The Accreditation Recommendations submitted in 2007 prompted the college and the district to examine the "delineation of specific district functions as distinct from those of the colleges' functions...." At that time, the District and the college began a process to clarify and formalize the respective organizational roles, authority, and responsibilities. In response to the observations of the evaluating team and the Commission Recommendation, the following documents were created:

- A revised Organizational Delineation of Responsibility and Process for Decision Making (Attachment B)
- District Office/College Functioning Map (Attachment C)
- Summary of Functions (Attachment D)
- District Organizational Chart (Attachment E)

These documents were vetted and will be reviewed periodically through the Chancellor's Cabinet, the participatory governance structure for the District. (See attached committee membership and committee summaries from July 7, 2008 and October 6, 2008.) Additionally, each document has been communicated to and critiqued by constituent groups at the district and college levels.

The governing Board of Trustees has been informed on the progress of these ongoing discussions. They heard reports regarding our progress report at their regular meeting on November 19, 2008. They have also had under discussion the revision of the current Board Policy - 020-1-2 Duties of the Chancellor. A new policy 010-2-6.1 Delineation of Authority to District Chancellor and College Presidents has been under discussion and was finalized at their meeting on January 21, 2009.

The documents related to the delineation of responsibilities will be disseminated to all college and district constituencies via existing communication channels and organizational structures during the spring of 2009. These documents will be posted on

District and College electronic bulletin boards, websites, or portal. Established District and College committees such as planning teams, advisory councils, and Academic Senates will review and discuss them. In some cases, training workshops are expected to be conducted for the purpose of solidifying a clear understanding of respective organizational roles, authority, and responsibilities.

On January 7, 2009, the Board of Trustees announced that the Chancellor had been placed on leave and that the Vice Chancellor for Human Resources had been appointed Acting Chancellor. On January 21, 2009, the Board appointed the President of Coastline College to serve as Acting Chancellor. During this transition, the delineation of the Board's role and the role of the Chancellor may have blurred somewhat, but the business of the District still remained a top priority. To some in the District, the collegial and participatory governance process may have been impacted by these sudden transitions, thus resulting in a state of confusion and concern. The District and the colleges, however, remain committed to providing quality instruction and services despite these challenges.

The Board, District staff, college presidents, and constituent groups take the accreditation process very seriously. As evidence of this ongoing commitment to meeting the standards, the trustees have established a Board Accreditation Sub-Committee to work with District staff and the college presidents. In turn, the presidents have been working with their respective staffs to address the recommendations of the Accreditation Teams.

The challenge now is to further define and revise the various functions between the District and colleges to improve effectiveness and efficiency as well as leverage resources under the challenges of the current economic environment. The initial anxiety caused by the changes in leadership has calmed, as the Board of Trustees, Acting Chancellor, and college leaders continue to dedicate their efforts to conducting daily operations without interruption. The Acting Chancellor has already begun working with the Board to facilitate the transition, organize work on Board Committees, and engage in discussions to clarify areas of responsibilities at the Board, District, and college levels.

EVIDENCE:

Attachment A:

COAST COMMUNITY COLLEGE DISTRICT ORGANIZATIONAL DELINEATION OF RESPONSIBILITY AND PROCESS FOR DECISION MAKING

FUNCTIONAL ORGANIZATION

The Coast Community College District is comprised of the District Office and three separately accredited colleges: Orange Coast College, Golden West College, and Coastline College. As an organizational structure, the goal, purpose and function of the district office is to maintain each institution's integrity and to facilitate college operations so that their needs are met and stability of each system is assured. Each college develops autonomous and individualized processes to meet state and accreditation standards. The centralized functions assist to maintain communication between the district office and the individual colleges thereby increasing accountability and promoting efficient operations. The implementation of these processes and recommendations are reviewed through the Chancellor's Cabinet, a district-wide collegial consultation process.

I. Coast Community College District Administrative Organization

Board of Trustees
Chancellor
Vice Chancellor of Administrative Services
Vice Chancellor of Human Resources
Associate Vice Chancellor of Educational Services
President of Orange Coast College
President of Golden West College
President of Coastline College

II. College Administrative Teams

College President
Vice President, Administrative Services
Vice President, Instructional Services
Vice President, Student Services
Various Deans/Directors administrators complete the campus functions

III. District Administrative Teams

Chancellor's Cabinet
President's Council
District Administrative Management

IV. Joint District, Committee and College Functions

Policy development and administrative oversight
Operational responsibility
Instructional and student services
Human Resources
Fiscal affairs
Information Technology
Health & Safety
Facilities maintenance and capital construction
Bond Management
Benefits Advisory Committee
Enrollment Management Committee

DISTRICT ADMINISTRATIVE ORGANIZATION

Board of Trustees: Hereafter referred to as the "governing board", is a five-member, elected at large board of trustees and a student board member. The board is responsible for adopting policies and administrative regulations that govern the activities and the conduct of business of the district and its colleges. The role of the governing board is to establish policies and procedure in keeping with the minimum standards established by the Board of Governors of the California Community Colleges, the California Education Code, and Title V Regulations. Existing policies and procedures appear in the *Coast Community College District Board Policy Manual*.

Operating under the rules of the Brown Act, the governing board conducts policy development and administrative oversight of the district through (1) public board meetings, and (2) the delegation of operational responsibility to the chancellor. Through their delegation of administrative authority, the governing board holds the chancellor accountable for the administration of educational programs and the conduct of district business (Board Policy 020-1-2). The governing board supports district personnel in the completion of their duties and insures that they have the requisite responsibility, adequate resources, and necessary authority to perform their assigned work tasks effectively.

As a multi-college district, the <u>Chancellor</u>, serving as the governing board's chief executive officer is the district's chief administrator. With broad discretionary powers, the chancellor reports directly to the governing board and is responsible for overall operations of the district including all programs and services involving educational development, student learning, human resources, facilities planning, business services and fiscal affairs (Board Policy 020-1-2 & 040-1-1.1). The chancellor is responsible for providing policy recommendations to the governing board, for establishing and maintaining an effective and efficient district organization, for educational leadership to the colleges, and for supporting district policies with state and local constituencies

The <u>Vice Chancellor of Administrative Services</u> reports directly to the chancellor and is the Chief Financial Officer for the District. The vice chancellor provides leadership and accountability for fiscal management, business services, annual audits, legal and risk management, information technology systems, health and safety concerns, the coordination of federal and state reporting for fiscal and facility operations, and overseeing the construction projects funded by the recent general obligation bond issue. The vice chancellor works with constituent committees in the review and development of district policies and administrative procedures and serves as a member of the President's Council and the Chancellor's Cabinet executive team.

The <u>Vice Chancellor of Human Resources</u> reports directly to the chancellor and is the Chief Personnel Officer for the District. The vice chancellor provides leadership and accountability for the human resources functions including the development of personnel policies, acting as chief labor negotiator, providing contract administration for collective bargaining agreements, coordinating hiring procedures, worker's compensation, fringe benefits, maintaining employee records and to coordinate the federal and state reporting for personnel services. The vice chancellor advises the chancellor in the determination for staffing, participates in the development of district policies and administrative procedures and serves as a member of the President's Council and Chancellor's Cabinet executive team.

The <u>Associate Vice Chancellor of Educational Services</u> reporting directly to the chancellor, provides leadership and accountability for instructional and student services functions, provides oversight for the district's research office, maintains and prepares curricular materials and reports to the State Chancellor's Office, develops the district master plan, coordinates the federal and state reporting for instruction and student services, and provides administrative oversight for international education and grants. The vice chancellor works with constituent committees in the review and development of district policies and administrative procedures and serves as a member of the President's Council and the Chancellor's Cabinet executive team.

The three <u>College Presidents</u> report directly to the chancellor and serve as members of the President's Council, the district's primary executive team and as participatory

members to the Chancellor's Cabinet. The Chancellor has delegated certain powers and duties to the College Presidents (Board Policy 010-2-6.1). In turn, each President provides leadership and advocacy for his/her campus at both the local and district level and is responsible and accountable for the institution's programs, services and operations. The president is responsible to both the chancellor and to the governing board to insure the appropriate implementation of district policies. Additionally, the college president represents his/her college in the communities served by the college. Each president is responsible for maintaining effective communication among faculty, students, staff and administration, and working with constituent committees in the review of current district policies and administrative procedures.

DIVISION OF RESPONSIBILITY

The governing board delegates district operational responsibility to the Chancellor (Board Policy 020-1-1). While holding the college presidents responsible, the chancellor may delegate authority and responsibility for specific functions to each college president. In a decentralized college district, and with the guiding principle that supports and maintains the philosophy of college autonomy, this district is basically structured in such a way that the colleges have primary authority over educational programs and student services functions while the district office has centralized certain functions related to human resources, fiscal and budgetary oversight, construction and capital outlay, and technological support.

The relationships are symbiotic as opposed to duplicative. The goal is to provide communication and support collaboration between the local college level and the district office. The colleges have broad oversight of institutional responsibilities while the district office primarily ensures compliance with applicable statute and regulatory parameters.

CHANCELLOR'S CABINET

The Chancellor's Cabinet is the primary participatory governance structure for the District. Composed of representative units responsible to the administration, faculty, staff and students, the Chancellor's Cabinet reviews all amendments, revisions and/or new proposed policies and procedures intended for Board action. These amendments and/or creations may be originated by District-wide Committees, College Planning Committees, the Academic Senates, Associated Student Organizations, and/or other recognized groups working under the direction of the Chancellor. Amendments or changes to policies and procedures, or new policies and procedures forwarded to the Chancellor are then sent to the Chancellor's Cabinet for review and consideration. This district committee serves as a clearing house prior to recommended Board of Trustee action.

COLLECTIVE BARGAINING AGREEMENTS

Draft February 2nd, 2009

All collective bargaining agreements are arrived at through negotiations with each respective employee group and are governed by Legislative and labor statutes and memoranda of agreements. Once arrived at, these agreements are taken to the Board of Trustees for action and approval.

Attachment B:

COAST COMMUNITY COLLEGE DISTRICT DISTRICT OFFICE/COLLEGE FUNCTIONING MAP

Function	Service Provider	Administrative Responsibility/Functional Implementation
Admissions & Records, Assessment,	Matriculation and Registration	
Decentralized with District support	District Office	Associate Vice Chancellor, Educational Services
	Orange Coast College	Vice President, Student Services/ Admin Dean, Enrollment Services
	Golden West College	Vice President, Student Services/Administrative Director, Student
		Support Services
	Coastline College	Vice President, Student Services/Director of Admissions & Records
Athletics		
Decentralized	Orange Coast College	Vice President, Instruction/Dean, Physical Education & Athletics
	Golden West College	Vice President, Instruction/Dean, Physical Education & Athletics
	Coastline College	NA
Auxiliary Services		
Decentralized		
- Bookstore	Orange Coast College	Vice President, Student Services/Bookstore Operations
	Golden West College	Vice President, Administrative Services/Director, Bookstore
	Coastline College	Vice President, Administrative Services/Director, College Bookstore
- Food Services	Orange Coast College	Vice President, Instruction/Dean, Consumer, Health Sci & Career Ed
	Golden West College	Vice President, Administrative Services/Food Services-Outsourced
•••••	Coastline College	NA
- Associated Students	Orange Coast College	Vice President, Student Services/Dean Student Services
	Golden West College	Vice President, Student Services/Director Student Activities-ASGWC
C	Coastline College	Vice President, Student Services/Advisor, Student Advisory Council
Campus Safety & Security	Oneses Coast Callaga	Vice President Administrative Out in 10 11 Out 1
Decentralized	Orange Coast College	Vice President, Administrative Services/Security Coordinator
	Golden West College	Vice President, Administrative Services/Security Coord, Public Safety
Catalog/Schedule Development	Coastline College	Vice President, Administrative Services/Director, Maintenance & Oper
Decentralized with District support	District Office	Associate Vice Chancellor, Educational Services
Decentralized with District support	Orange Coast College	Vice President, Instruction
	Golden West College	Vice President, Instruction
	Coastline College	Vice President, Instruction
Child Development Centers	Codd time College	vice i resident, ilisti dettori
Decentralized	Orange Coast College	Vice President, Instruction/Dean, Consumer and Health Sciences
	Golden West College	Vice President, Manual Pearly Consumer and Fleath Sciences Vice President, Administrative Services/Contracted Out
	Coastline College	Vice President, Instruction/Dean, Costa Mesa Center
		The state of the s

Curriculum Development		
Decentralized with coordination through the	District Office	Associate Vice Chancellor, Educational Services
District to the Board of Trustees	Orange Coast College	Vice President, Instruction/College Academic Senate
District to the Deard of Tradices	Golden West College	Vice President, Instruction/College Academic Senate
	Coastline College	Vice President, Instruction/College Academic Senate
DSPS (Disabled Students Program & Service		Tibe I Tobidoni, mataditor oblige / todadime denate
Decentralized with District support	Orange Coast College	Vice President, Instruction/Dean, Counseling & DSPS
Decentianized with Diother Support	Golden West College	Vice President, Student Services/Supervisor, Accessibility Center for Edu
	Coastline College	Vice President, Student Services/Dean, Counseling & Special Programs
	Coastille College	for the Disabled
Environmental Health & Safety and Transp	ortation	Tot the Dicasion
Centralized	District Office	Vice Chancellor, Administrative Services/District EHS &
OGINI GIIZOG	Bistriot Cirios	Transportation Manager
EOPS (Extended Opportunities Program &	Services)	Transportation wastago
Decentralized with District support	Orange Coast College	Vice President, Student Services/Director, EOPS
Decembranzed with District support	Golden West College	Vice President, Student Services, Faculty Reassignment
	Coastline College	Vice President, Student Services/Director, Financial Aid & EOPS
Facilities	Coasimic Conege	Vice i resident, etadent est vices/bilector, i mandai via a est e
Centralized with input from the colleges		
- Measure C Programming	District Office	Vice Chancellor, Administrative Services/Director, Facilities & Planning
Facilities Master Planning	Biodilot Office	viss stiansling, ranking activities, rasking
Project Prioritization		
Funding & Expenditure		
- Facilities & Planning Unit	District Office	Vice Chancellor, Administrative Services/Director, Facilities & Planning
Primary Contact with State Agencies	Bistriot Cirioc	· · · · · · · · · · · · · · · · · · ·
Contracts & Purchase Orders		
Scheduled Maintenance		
Decentralized with District support		
- Daily Operations, Architectural,	Orange Coast College	Vice President, Administrative Services/Manager, Facilities Construction
Engineering, & Construction Management	Golden West College	Vice President, Administrative Services/Manager, Construction Facilities
Engineering, & Constitution Management	Coastline College	Vice President, Administrative Services/Director, Maintenance and
	Coastime Conege	Operations
Financial Aid		Operations
Decentralized with District support	District Office	Vice Chancellor, Administrative Services
December and District Support	Orange Coast College	Vice President, Student Services/Director, Financial Aid
•	Golden West College	Vice President, Student Services/Director, Financial Aid
	Coastline College	Vice President, Student Services/Director Financial Aid & EOPS
	33434 3011cgc	Tide i regiderity etaderit der rieder bir eta i i i i i i i i i i i i i i i i i i i

Fiscal Affairs		
Centralized with input from Colleges		
- Accounting	District Office	Vice Chancellor, Administrative Services/Admin Director, Fiscal Affairs
	Orange Coast College	Vice President, Administrative Services/Director, Fiscal Services
	Golden West College	Vice President, Administrative Services/Director, Fiscal Services
	Coastline College	Vice President, Administrative Services/Director, Fiscal Services
- Budget	District Office	Vice Chancellor, Administrative Services/Admin Director, Fiscal Affairs
	Orange Coast College	Vice President, Administrative Services/Director, Campus Budget & Financial Operations
	Golden West College	Vice President, Administrative Services/Director, Personnel Services
	Coastline College	Vice President, Administrative Services/Director, Fiscal Services
- Payroll Systems	District Office	Vice Chancellor, Administrative Services/Admin Director, Fiscal Affairs
	Orange Coast College	Vice President, Administrative Services/Director, Campus Budget & Financial Operations
	Golden West College	Vice President, Administrative Services/Director, Fiscal Services
	Coastline College	Vice President, Administrative Services/Director, Fiscal Services
- Purchasing	District Office	Vice Chancellor, Administrative Servives/Admin Director, Fiscal Affairs
	Orange Coast College	Vice President, Administrative Services/Director, Campus Budget & Financial Operations
	Golden West College	Vice President, Administrative Services/Director, Fiscal Services
	Coastline College	Vice President, Administrative Services/Director, Fiscal Services
Foundation		
Decentralized	District Office	Chancellor, Secretary to the Foundation Board
	Orange Coast College	President/Director, Foundation
	Golden West College	President/Director, College Foundation & Community Relations
	Coastline College	President/Executive Director, College Foundation
Grant Development and Operation		
Centralized with input from Colleges	District Office	Associate Vice Chancellor, Educational Services/Coordinator,
 Federal & State (VTEA, Tech Prep, SB 70) 		Educational & Grant Services
Decentralized		Individual College Grants
Human Resources		
Centralized with input from Colleges - Collective Bargaining	District Office	Vice Chancellor, Human Resources/College Presidents
One to a to A dead of a to the all a to a Date the a		

- Contract Administration/Labor Relations

Direct Benefits, RecruitmentFederal & State ReportingDistrict Records

Human Resources Cont. Centralized Cont.		
- Hiring Process		
Decentralized	-	
- Campus Personnel Activities	Orange Coast College	Vice President, Administrative Services/Director, Personnel Services
- Position Requests & Descriptions	Golden West College	Vice President, Administrative Services/Director, Personnel Services
- Interview & Orientation	Coastline College	Vice President, Administrative Services/Director, Personnel Services
- Benefits and Payroll		,
Information Services		
Centralized with services and support	District Office	Vice Chancellor, Administrative Services/Admin Director, District
coordinated with Colleges		Information Services
- System Application & Development		
- System Implementation		
- MIS Implementation & Reporting		
- Telecommunication Services		
- Internet/Email Services		
- System/Technical Support		
- Network Management		
Decentralized with support from the District		
- Administrative Computing Services/	Orange Coast College	Vice President, Administrative Services/Director, Administration
- Desktop Computing Support		Computing Services
- Network Maintenance	Golden West College	Vice President, Administrative Services/ Technology Support Services
- Media Services	Coastline College	Vice President, Administrative Services/Director, Computer Services
 Instructional Computing 	Orange Coast College	Vice President, Instruction/Directors, Web Services & Instructional
- Web Development		Computing Services
- Classroom/Lab Computer Maintenance	Golden West College	Vice President, Instruction/Director of Online Instruction
	Coastline College	Vice President, Administrative Services
- Online Instructional Services	Coastline College	Vice President, Instruction/Dean, Distance Learning and/or Administrative Dean of Instructional Systems Development
Internal Audit		
Centralized	District Office	Chancellor/Director, Internal Audit Services
Library/Learning Resources		
Decentralized	Orange Coast College	Vice President, Instruction/Dean, Library & Instructional Research
	Golden West College	Vice President, Instruction/Dean, Learning Resources & Distance Ed
	Coastline College	Vice President, Instruction/Dean, Learning Resources & Distance Learning

Maintenance & Operations (Physical Plant Decentralized	Orange Coast College Golden West College Coastline College	Vice President, Administrative Services/Director, Maintenance & Oper Vice President, Administrative Services/Director, Maintenance & Oper Vice President, Administrative Services/Director, Maintenance & Oper
Physical Plant		
Centralized with local College application	District Office Orange Coast College Golden West College Coastline College	Vice Chancellor, Administrative Services/Director, Facilities & Planning
Program Development		
Decentralized with support and approval through the District	District Office	Associate Vice Chancellor, Educational Services/Coordinator, Educational Services & Grants
- Curriculum, Program Development &	Orange Coast College	Vice President, Instruction/College Academic Senate
Program Review	Golden West College	Vice President, Instruction/College Academic Senate
***************************************	Coastline College	Vice President, Instruction/College Academic Senate
- Telecourse Production	Coastline College	President/Administrative Dean, Instructional Systems Development
- Contract Education	Coastline College Orange Coast College	Vice President, Instruction/Dean Military/Contract Education Program Vice President, Instruction/Dean of Instructional Programs
Public Affairs		
Centralized		
 Chief/District Information Office Citizen's Oversite Committee District Student Council Government Relations Graphics & Publications Marketing Programming (Bond) Team Member Public Information 	District Office	Chancellor/District Director, Marketing & Public Affairs
Decentralized	Orange Coast College	President/Director, Marketing & Community Relations
 Community Relations College Information Office 	Golden West College	President/Supervisor, College Promotions & Director, Foundation & Community Relations
Media Relations/Press Releases Web Site Maintenance - College Publications Brochure Development Catalog/Schedule Publication	Coastline College	President/Director of Marketing & Public Relations

Research		
Decentralized with District support	District Office	Vice Chancellor, Administrative Services/Research Systems & Analysis
- Institutional Research	Orange Coast College	Vice President, Instruction/Dean, Library & Institutional Research
	Golden West College	President/Associate Dean, Institutional Research & Planning
	Coastline College	President/Supervisor of Research
Centralized	District Office	Associate Vice Chancellor, Educational Services/Research Systems
- MIS Data: State Reporting		Analyst
- IPEDS: Federal Reporting		
Risk Services		
Centralized	District Office	Vice Chancellor, Administrative Services/Manager, Risk Services
Student Learning Outcomes & Assessment	ent	
Decentralized	Orange Coast College	Vice President, Instruction/College Academic Senate
	Golden West College	Vice President, Instruction/College Academic Senate
	Coastline College	Vice President, Instruction/College Academic Senate
Student Health Services		
Decentralized	Orange Coast College	Vice President, Student Services/Director Student Health Services
	Golden West College	Vice President, Student Services/Associate Dean, Student Health Serv
	Coastline College	Site Specific

Note: Decentralized with coordination from the District Office indicates the function is carried out at the campus/college level. The coordination at the District Office typically involves federal and state reporting, budgeting, Board of Trustee actions, and/or addressing legal issues.

Attachment C:

SUMMARY OF FUNCTIONS

Centralized Functions/District Responsibility

- ✓ Environmental Health & Safety and Transportation
- ✓ Facilities
 - Facilities Master Plan Measure C
 - o Facilities & Planning Unit
 - Primary Contact with State Agencies
 - o Contracts & Purchase Orders
 - o Scheduled Maintenance
- ✓ Fiscal Affairs
 - Accounting
 - o Budget.
 - Payroll Systems
 - o Purchasing
- ✓ Grant Development & Operation
 - o Federal & State (VTEA, SB 70)
- √ Human Resources
 - o Collective Bargaining
 - o Contract Administration/Labor Relations
 - o Direct Benefits, Recruitment
 - Federal & State Reporting
 - District Records
 - Hiring Process
- ✓ Information Services
 - System Applications & Development
 - o MIS Implementation & Reporting
 - Telecommunications Services
 - Internet/Email Services
 - System/Technical Support
 - Network Management
- ✓ Internal Audit
- ✓ Public Affairs & Community Relations
 - o Chief/District Information Office, Public Affairs
 - o District Student Council
 - Government Relations
 - Graphics & Publications
 - Citizen's Oversite Committee
 - Marketing
- ✓ Physical Plant
- ✓ Research & Reporting
 - o MIS
 - o IPEDS
- ✓ Risk Services

Decentralized Functions/College Responsibility

- ✓ Admissions & Records, Assessment, Matriculation and Registration
- ✓ Athletics
- ✓ Auxiliary Services

a a

- Bookstore
- Food Services
- Associated Students

į ili

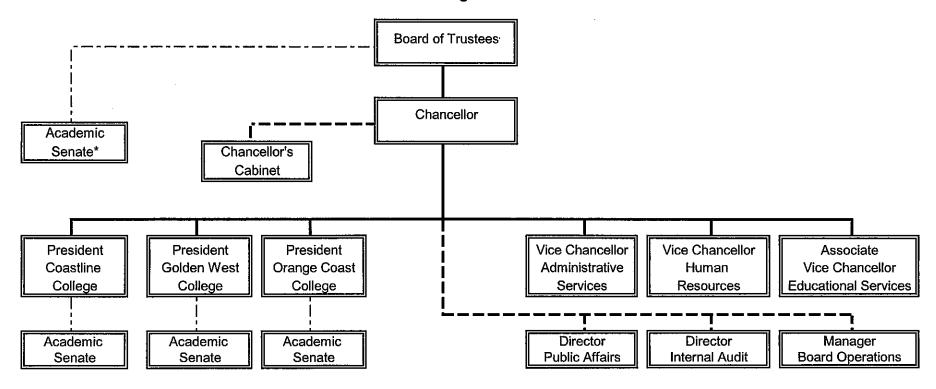
- ✓ Campus Safety & Security
- ✓ Catalog/Schedule Development
- ✓ Child Development Centers
- ✓ Curriculum Development
- ✓ DSPS
- ✓ EOPS
- √ Facilities
 - o Architectural, Engineering & Construction Management
 - o Daily Operation
- ✓ Financial Aid
- ✓ Foundation
- ✓ Human Resources
 - Campus Personnel Activities
 - Position Requests & Analysis
 - o Interview & Orientation
 - Benefits & Payroll Implementation
- ✓ Information Services
 - Administrative Computing Services
 - Network Maintenance
 - Desktop Computing Support
 - Media Services
 - Instructional Computing Services
 - Classroom/Lab Computer Maintenance
 - Online Instructional Services
- ✓ Library/Learning Resources
- ✓ Maintenance & operations
- ✓ Public Affairs & Community Relations
 - Community Relations
 - Brochure Development
 - College Publications
 - Web Site Maintenance
- ✓ Program Development
 - Course & Program Development
 - Program Review
 - o Telecourse Production
 - Contract Education
- √ Research (Institutional)

2003 Tebruay 2nd, 2003

- ✓ Student Learning Outcomes✓ Student Health Services✓ Public Safety

Attachment D:

COAST COMMUNITY COLLEGE DISTRICT Functional Organization



A solid line indicates an administrative decision-making line of authority and accountability. A dashed line represents governance and/or an operational line for consultation, advice, and/or recommendation. The primary CCCD participatory governance entity is the Chancellor's Cabinet.

Chancellor's Cabinet: Participatory Governance

Academic Senates

District Administration

College Presidents

Coast District Management Association

Coast Federation of Educators

Coast Federation of Classified Employees

Coast Community College Association

For advice on policy development involving "rely primarily" on academic and professional matters.

December 1, 2008

Chancellor' Cabinet Summary COAST COMMUNITY COLLEGE DISTRICT December 1, 2008 1. CALL TO ORDER

Chancellor Yglesias welcomed committee members and called the meeting to order at 8:44 a.m. in Conference Room F at the District Office. Cabinet members present were:

Eduardo Arismendi-Pardi, Academic Senate President, Orange Coast College

Joyce Black, Interim Associate Vice Chancellor, Educational Services

Wes Bryan, President, Golden West College

Ding-Jo Currie, President, Coastline Community College

Bob Dees, President, Orange Coast College

Richard Kudlik, District Director, Internal Audit

Dean Mancina, President, Coast Federation of Educators

Michael Mandelkern, President, Coast District Management Association

Ann Nicholson, President, Coast Federation of Classified Employees

Martha Parham, District Director, Public Affairs, Marketing and Government Relations

Barbara Price, President, Coast Community College Association

Joe Quarles, Vice Chancellor, Human Resources

Diane Restelli, Academic Senate President, Golden West College

Cheryl Stewart, Academic Senate President, Coastline Community College

Christian Teeter, Manager, Board Operations/Assistant to the Chancellor

Ken Yglesias, Chancellor Also in attendance was:

Nancy Sprague, Executive Assistant to the Chancellor

2. OLD BUSINESS

Michael Mandelkern announced that the Coast District Management Association (CDMA) Social will be held on December 4 at Darya Restaurant. ■ CDMA continues to consider a request from the Confidential employees to merge with CDMA. It is hoped that resolution will be determined by early spring.

Martha Parham reported on her attendance at the Community College League of California (CCLC) Annual Convention in Anaheim last week. She provided preliminary information about an upcoming student rally for all of Southern California that she and her colleagues planned. The event is tentatively scheduled for February 27 at Pasadena City College, and the rally cry will be, "We are key to economic recovery." Further information will be provided as it becomes finalized.

Ken Yglesias stated that he has been keeping a watchful eye on the state budget and reported that there has not been much change. Legislators have not been able to come to an agreement on how to solve the deficit. In the new legislative session, the Governor

M V as year

Nancy Sprague, Executive Assistant to the Chancellor

2. OLD BUSINESS

Michael Mandelkern announced that the Coast District Management Association (CDMA) Social will be held on December 4 at Darya Restaurant. ■ CDMA continues to consider a request from the Confidential employees to merge with CDMA. It is hoped that resolution will be determined by early spring.

Martha Parham reported on her attendance at the Community College League of California (CCLC) Annual Convention in Anaheim last week. She provided preliminary information about an upcoming student rally for all of Southern California that she and her colleagues planned. The event is tentatively scheduled for February 27 at Pasadena City College, and the rally cry will be, "We are key to economic recovery." Further information will be provided as it becomes finalized.

Ken Yglesias stated that he has been keeping a watchful eye on the state budget and reported that there has not been much change. Legislators have not been able to come to an agreement on how to solve the deficit. In the new legislative session, the Governor

will work with newly elected legislators and those currently in office in an attempt to pass

budget reform.

December 1, 2008 Chancellor's Cabinet Summary Page 2

Christian Teeter informed that the December 10 organizational Board Meeting will include a cake reception for re-elected and newly-elected trustees.

Ding-Jo Currie expressed excitement about this year's Kaleidoscope Leadership Initiative, which begins on December 3, as there will be publicity generated from a journalist with *Diverse Issues in Higher Education*, who is covering the event.

Joyce Black distributed a copy of a proposed policy to address delineation of authority to the district chancellor and college presidents, which was prepared in response to accreditation findings. Currently, Board Policy does not include delegation of authority from the chancellor to the presidents, and the proposed policy addresses the findings from the accreditation teams. Ms. Black noted that some language in the proposed policy was taken from the Chancellor's job description and some from the Community College League of California (CCLC) policy reference materials. Trustees have one employee, and that is the chancellor. The intent is to keep the policy simple. Dr. Yglesias suggested that cabinet members discuss the proposed policy with their constituents and bring feedback to Ms. Black at the Chancellor's Cabinet meeting in January 2009. This will ensure that Trustees have ample opportunity for review and discussion of the proposed policy prior to the accreditation site visit in March 2009. Dr. Yglesias further stated that, in preparation of the proposed policy, Ms. Black consulted with staff at districts that had not received an accreditation finding in this area, as well

with staff at the CCLC who make policy recommendations at the state level to local districts. There have also been conversations with the accreditation team chair, who originally brought this issue forward, and with the president of the Accrediting Commission for Community and Junior Colleges (ACCJC).

The first Vision 2020

workshop was held on November 21, which generated many similar ideas from participants. The next meeting is tentatively scheduled for March 6.

Barbara Price was thrilled to report that the Coast Community College Association (Coast CCA) has a full Board. ■ Dr. Price expressed her opinion about the need to establish an improved connection between the colleges, district human resources, and the payroll department in order to generate an accurate count of employees within the first days of each semester. She noted that she has not been receiving an accurate count of part-time faculty members.

Eduardo Arismendi-Pardi reported that the Senate continues to work on diversity issues, noting that it is difficult to change organizational culture. He was pleased to announce that Dr. Ric Soto, OCC Music Department faculty, was selected by the Senate as nominee for the Regina Stanback-Stroud Diversity Award. This award is given by the Statewide Academic Senate to recognize faculty who promote the success of diverse students. In response to a question posed to Dr. Arismendi-Pardi by a faculty member, Dr. Arismendi-Pardi inquired about the possibility of obtaining ethnicity data of hiring committee members in order to conduct a regression study that would determine the relationship between the ethnicity of those who served on hiring committees and the

ethnicity of those who were hired. He was advised that the campus personnel departments would be the best resource for the data relevant to faculty committees. Dr.

Yglesias noted that there are many variables to be considered in this type of study, and that the ultimate goal is to hire those who are representative of the community we serve.

Wes Bryan recommended an excellent article in the September issue of *The Chronicle* of *Higher Education* on diversity and the associated hiring challenges that are experienced across the country.

December 1, 2008 Chancellor's Cabinet Summary Page 3

Joe Quarles discussed the potential impact to all Coast employees if the .68% cost of living adjustment (COLA) is not funded by the state, which is what is predicted by the Governor and budget analysts. Dr. Quarles will meet with representatives of each of the collective bargaining units as well as those of managers and confidential employees to consider options to recapture \$1.4 million dollars. All employees will be impacted in the same way, and it can have an effect on retirement benefits, etc. Dr. Quarles noted that some options may have less of an impact than others.

Wes Bryan announced that 105 class sections have been prematurely closed until January, based on projections of a five percent cut. The college currently has sufficient full-time equivalent students (FTES). A notice will be posted advising students to check back regularly as some of the closed classes may be opened.

4. ADJOURNMENT

The meeting was adjourned at 9:30 a.m.

Recorded by Nancy Sprague

NEXT CABINET MEETING Monday, January 12, 2009 8:30 a.m. Coastline Community College, College Center Fourth Floor Conference Room

o ∿