AGENDA

Coast Community College District Regular Meeting of the Board of Trustees Date: Wednesday, December 9, 2009 5:00 p.m. Closed Session 6:30 p.m. Regular Meeting Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626

- 1.00 Preliminary Matters
- 1.01 Call to Order
- 1.02 Roll Call
- 1.03 Public Comment (Closed Session Items on Agenda)

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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 Secretary of the Board of Trustees at (714) 438-4848, as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.

1.04 Recess to Closed Session

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

- 1.04.01 Public Employee Discipline/Dismissal/Release (Pursuant to Government Code Section 54957)
- 1.04.02 Public Employment (Pursuant to Government Code Section 54957 (b)(1))

Position: President, Orange Coast College

Position: Interim President, Coastline Community College

- 1.04.03 Public Employment (Pursuant to Government Code Section 54957 (b)(1))
 - Faculty Special Assignments
 - 2. Substitute Faculty
 - Full-time Faculty
 - Part-time Faculty

- 5. Educational Administrators
- 6. Classified Management
- Classified Staff

 a. Athletic Equipment Manager
- 8. Reclassification and Reorganization/Reassignment
- 9. Classified Temporary Assignments
- 10. Hourly Staff
- 11. Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- 14. Student Workers
- 1.04.04 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "b" of Government Code Section 54956.9)

Threatened litigation by Vicki Williams
Threatened litigation by Dian Torres

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

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

Coast Federation of Educators v. Coast Community College District (CFE Arbitration)

Faber v. Coast Community College District et al., Orange County Superior Court Case No. 30-2009-00126090

Jacobson v. Coast Community College District (Arbitration)

1.04.06 Conference with Labor Negotiator (Pursuant to Government Code Section 54957.6)

Agency Negotiator: Joseph Quarles Ed.D., Vice Chancellor, Human Resources

Employee Organizations: Coast Federation of Classified Employees (CFCE), Coast Community College Association - California Teachers Association/National Education Association (CCCA-CTA/NEA),

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

Unrepresented Employees: Association of Confidential Employees (ACE)

Unrepresented Employees: Coast District Management Association (CDMA),

Educational Administrators

1.04.07 Public Employee Performance Evaluation (Pursuant to Government Code Section 54957)

Position: Chancellor

- 1.05 Reconvene Regular Meeting at 6:30 p.m.
- 1.06 Pledge of Allegiance President, Jim Moreno
- 1.07 Report of Action in Closed Session (if any)
- 1.08 Public Comment (Open Session Items on 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 Secretary of the Board prior to speaking.

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- 1.09.01 Board Officers Election
 - a. Election of President, Board of Trustees
 - b. Election of Vice President, Board of Trustees
 - c. Election of Clerk, Board of Trustees
- 1.09.02 Honor Outgoing and Newly Elected Officers
- 1.09.03 Board Comments with New Officers and Trustees in Place at Dais
- 1.09.04 Appointment of Trustees to Board Committees
 - a. Appointment of a Trustee to Serve on the Board of Trustees'
 Audit Committee, term ending November 30, 2011. Audit Committee Chair Jim Moreno recommends the reappointment of Trustee Hornbuckle to the Audit Committee.
 - b. Appointment of a Trustee to Serve on the Nominating Committee for School District Organization (Trustee Lorraine Prinsky served on this Committee in 2009)
 - c. Appointment of Trustee to serve on the Orange County School Board's Political Action Group Effort (Trustee Patterson served on this Committee in 2009)

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1.09.05 Consideration of Pay Raise for Trustees 1.10 Presentations, Ceremonial Resolutions and Public Hearings 1.10.01 Resolutions to Honor and Accept the Retirements Raul Duarte Michael Hemphill Anna (Kye) Y. Daniels Barbara Sablan 1.10.02 Public Hearing: Coast Community College District's Initial Proposal to Re-Open Negotiations on a New Article of the Agreement with the Coast Federation of Classified Employees/ American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794 1.10.03 Public Hearing: Coast Community College District's Initial Proposal to Re-Open Negotiations on a New Article of the Agreement with the Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911) 1.10.04 Public Hearing: Initial Proposal of Classified Employees/ American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794 1.10.05 Public Hearing: Initial Proposal of Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911) 2.00 General Information and Reports 2.01 Informative Reports (Oral reports shall be limited to a maximum of three minutes. If requested and provided to the Board during the oral report, a written report shall be included as part of the public record. These reports generally will cover issues such as past and upcoming activities, student enrollment, budgetary issues, student concerns, and employee concerns) 2.01.01 Report from the Orange Coast College Presidential Search Committee 2.01.02 Budget Update from the Chancellor 2.02 Matters for Review, Discussion and/or Action 2.02.01 Review of Board Meeting Dates 2.02.02 Consideration of Meetings and Conferences of the American Association of Community College (AACC), Association of Community College Trustees (ACCT) & California Community Colleges League (CCLC) 2.02.03 Report of Board Committees' and Review of Meeting Dates 2.02.04 Opportunity for the Board to Review the Board Directives Log 2.02.05 Review Policy 040-3-4 for Consideration of Policy Deletion 2.02.06 Review Policy 040-3-5.1 for Consideration of Policy Deletion 2.02.07 Opportunity for the Board of Trustees to Review Policy 010-2-6, Policy and Administrative Procedure 2.02.08 Opportunity for the Board of Trustees to Discuss the Proposed Sale of the Orange

County Fairgrounds

2.03	Review of Buildings and Grounds Reports Orange Coast College Child Care Afterschool Classroom Orange Coast College Softball Field Orange Coast College New Consumer Health & Science Lab Building Orange Coast College Student Center Renovation Golden West College Learning Resource Center Coastline College Newport Beach Learning Center					
2.04 Fiscal Y	2.04 Review of the Coast Community College District External Auditor's Report, Fiscal Year 2008-2009					
3.00	Consent Calendar					
3.01	Curriculum Approval					
3.02	Authorization for Attendance at Meetings and/or Conferences 1. Meetings for the Board of Trustees 2. Meetings for Faculty and 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 Early College High School University Transfer Event Educational Seminar on Traumatic Brain Injury Minute Taking Made Easy Workshop Early College High School Garage Sale Early College High School Fair First Time Home Buyers' Seminar All-College Meeting Leadership Academy Winter Dance and Video Gaming Event Student Advisory Council End of Year Celebration Business Education Statewide Advisory Committee (BESAC)					
3.03.02	Authorization for Special Projects – Golden West College President's Holiday Open House Puente Program Parent Welcome Dinner Puente Program Year-End Celebration/Transfer Recognition Dinner Specialize Investigators Academy Graduation ASGWC and Club Events Spring and Summer 2010 GWC Design Students Present "The Design & Auto Show" Collaborative Career Fair between Santa Ana College and Golden West College Nursing Student Associations Year of the Nurse Symposium Co-Sponsored with Riverside Community College GWC Nursing Simulation Lab Softball Team's Kids Softball Clinic Regional Simulation Workshop Texas Hold 'Em Tournament					

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3.03.03	Authorization for Special Projects Orange Coast College Adult Transition Graduation Math Meet Competition Film Screening "Coal Country" Project Night ASOCC Activities What's with all the HOOPLA? New Faculty Orientation Recognition Event Alex Grey Exhibition/Student Event Alex Grey Exhibition/Yoga Dance Performance/Kirtan Meditation Alex Grey Exhibition/Closing Night of "The Art of Alex Grey" Alex Grey Exhibition/Yoga and Meditation at lunch 20th Annual Professional Development Day 20th Annual Professional Development Day Scholarship Awards Foundation Board Holiday Gathering Robotics Workshop Volunteer Guest Performers OCC Track & Field President's Day 5K	
3.03.04	Authorization to Apply for Funded Programs	
3.03.05	Authorization for Disposal of Surplus	
3.03.06	Authorization to Enter Standard Telecourse Agreements - Coastline Community College	
3.03.07	Approval of Clinical Contracts – Golden West College	
3.03.08	Approval of Clinical Contracts – Orange Coast College	
3.03.09	Approval of Standard Agreements – Coastline Community College	
3.03.10	Approval of Standard Agreements – Golden West College	
3.03.11	Approval of Standard Agreements Orange Coast College	
3.03.12	Approval of Standard Agreements - District	
3.03.13	Authorization for Purchase of Institutional Memberships - District	
3.03.14	Authorization for Community Activities – Golden West College	
3.03.15	Authorization for Community Activities – Orange Coast College	
3.03.16	Authorization for Sailing Program - Orange Coast College	
3.04	Personnel Items	
3.04.01	Authorization for Leaves of Absence	
3.04.02	Authorization for Schedule Changes, Classified Staff	
3.04.03	Authorization for Changes in Salary Schedules	
3.04.04	Authorization for Professional Experts	

3.04.05	5 Approval of Classified Staff Longevity Payments					
3.05	Additional Personnel Items					
3.05.01	Authorization for Independent Contractors - Coastline Community College					
3.05.02	Authorization for Independent Contractors – Golden West College					
3.05.03	Authorization for Independent Contractors - Orange Coast College					
3.06	Financial Approvals					
3.06.01	Approval of Purchase Orders					
3.06.02	Ratification/Approval of Checks					
3.06.03	Check List for General Obligation Bond Fund					
3.06.04	Authorization for Special Payments – Orange Coast College					
4.00	Action Items					
4.01	Approval of Agreements – Coastline Community College					
4.01.01 Approve an Amendment to an Agreement between the County of Orange and the Coast Community College District to Provide Workforce Investment Act Approved Training						
4.01.02 Approve Agreement between the Coast Community College District and The Board of Regents for the University of Oklahoma by and through University Outreach/College of Continuing Education's Center for Independent and Distance Learning to Provide Services in Support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE)						
4.01.03 Approve an Amendment to an Agreement between the Kendall/Hunt Publishing Company and the Coast Community College District to Design and Produce a Physical Geology Online Course and Textbook						
4.01.04 Approve Agreement between Firstgiving and the Coast Community College District for the use of their Website for Fundraising and Event Management Purposes						
4.01.05 Approve Agreement between Butler Leasing Corporation and the Coast Community College District to License the eKey® Optical Disk Mailer						
4.02	Approval of Agreements Golden West College					
4.02.01 Graduatio	Approve Non-Standard Agreement with Grad Images for Photography Services at on Ceremonies					
1.02.02 Approve Non-Standard MOU with Gatlin Education Services for Not-For-Credit, Online Career Certificate Programs						
1.03	Approval of Agreements - Orange Coast College					

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- 4.03.01 Authorization to enter into a Non-Standard Agreement between First Class Vending, Inc. and the Coast Community College District for the purpose of extending the original agreement to Serve as Exclusive Vendor of Snacks, Limited Non-alcoholic Beverages, and other Food Items on the Orange Coast College Campus
- 4.03.02 Authorization to enter into a Non-Standard Agreement between Microsoft Corporation and the Coast Community College District for the purpose of Partnering with Microsoft Corporation to Pilot a Series of Windows Workshops at Orange Coast College
- 4.04 Approval of Agreements District
- 4.04.01 Authorization for Orange Coast College to Enter into a Standard Agreement with Reach Cambridge Travel Contractor for a Summer 2010 Short-term Study Abroad Program in Cambridge, England
- 4.04.02 Authorization to Enter into Agreement with Vicenti, Lloyd & Stutzman LLP for Auditing and Accounting Services
- 4.04.03 Authorization to Enter into Telephone Services Agreement Between the Coast Community College District and TW Telecom Holdings, Inc. for Voice Telecommunication Services for Golden West College
- 4.04.04 Approval of Standard CalWorks Employer Work Study Agreement for Use by Coast Community College District (Coastline College) in Placing CalWorks Students at Job Training Locations
- 4.04.05 Approval of Standard CalWorks Student Work Study Participation Agreement for Use by Coast Community College District (Coastline College) When Placing CalWorks Students at Job Training Locations
- 4.04.06 Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Winter 2011 Short-term Study Abroad Program in Paris, France
- 4.04.07 Approval of Addendum One to Existing Agreement for Online Transcript Services Between the Coast Community College District and Credentials, Inc.
- 4.04.08 Authorization to Enter into Curriculum Management Agreement Between the Coast Community College District and Governet for Curriculum Management Services for the Coast Community College District
- 4.05 Buildings and Grounds Approvals
- 4.05.01 Approve Change Order No. 1; Orange Coast College Softball Field; Bid No. 1964
- 4.05.02 Bid Tabulations and Award of Contract; Orange Coast College Recycling Center Solar Panels; Bid No. 1972
- 4.06 General Items of Business Orange Coast College
- 4.06.01 Approval of Orange Coast College Harry and Grace Steele Children's Center Tuition Increase
- 4.07 General Items of Business District
- 4.07.01 Approval of Material Fees

- 4.07.02 Adopt Initial Proposal of the Coast Community College District to Re-Open Negotiations on a New Article of the Agreement with the Coast Federation of Classified Employees/ American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794
- 4.07.03 Adopt Initial Proposal of the Coast Community College District to Re-Open Negotiations on a New Article of the Agreement with the Coast Federation of Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911)
- 4.08 Personnel Action
- 4.08.01 Approval of Employment Agreements for Educational Administrators
- 4.08.02 Coast Community College District Reorganization/Reassignment Plan
- 4.09 Resolutions
- 4.09.01 Coast Community College District Board of Trustees Resolution #09-48 Coast Community College District Reorganization and Lateral Transfer Plan
- 4.09.02 Coast Community College District Board of Trustees Resolution #09-49 Resolution Regarding an Addendum to the Mitigated Negative Declaration and Filing of Notice of Determination for Coastline Community College Newport Beach Learning Center
- 4.10 Approval of Minutes

Regular Meeting of: November 18, 2009 Special Meeting of: November 24, 2009

- 5.00 Public Comment (Items not on the Agenda)
- 6.00 Adjournment

Agenda Item

1.00 Preliminary Matters

Meeting:

12/09/2009 Regular Meeting

Category:

1. Preliminary Matters

Agenda Type: Information Public Access: Yes

Agenda liem Content

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(Pursuant to Government Code Section 54957)

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(Pursuant to Government Code Section 54957 (b)(1))

Position: President, Orange Coast College

Interim President, Coastline Community College

1.04.03 Public Employment

(Pursuant to Government Code Section 54957 (b)(1))

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Threatened litigation by Vicki Williams

Threatened litigation by Dian Torres

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Educational Administrators

1.04.07 Public Employee Performance Evaluation

(Pursuant to Government Code Section 54957)

Position: Chancellor

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1.09.05 Consideration of Pay Raise for Trustees

Due to the national economic recession and the very large budget shortfall faced by the District, Trustee Moreno recommends that no action be taken to approve a pay increase for the Board of Trustees in 2010.

Additional Administrative Content
Action Agenda Details Motion:
Createdion 09/28/2009 at 12/07/2M by Jodi Rodriguez (Lastupdate on 12/04/2009) by Jodi Rodriguez

Agenda Item

1.10 Presentations, Ceremonial Resolutions and Public Hearings

Meeting:

12/09/2009 Regular Meeting

Category:

1. Preliminary Matters

Agenda Type: Information

Public Access: Yes

1.10 Presentations, Ceremonial Resolutions and Public Hearings

Agenda Item Content

1.10.01 Resolutions to Honor and Accept the Retirements

It is recommended that the following resolutions acknowledging of employees with 10 or more years of service to the District be adopted:

Faculty

Raul Duarte

Whereas, Raul Duarte, Instructor, Physical Education is retiring from Golden West College effective the thirty-first day of December 2009; and

Whereas, Raul Duarte was hired as Coordinator of College Activities in 1971 and a few years later was transferred to the Physical Education Department where he fulfilled his career dream of Coaching and Teaching; and

Whereas, Raul Duarte states, "It has been a wonderful experience and an honor to be part of the Golden West College family and to serve the Coast Community College District. I'd like to thank my colleagues and the students of Golden West College for a lifetime of friends and memories. I wish my "family" continued success"; and

Whereas, feeling melancholy about saying "good-bye" to his job, Raul says, "It is indicative of having had a positive and rewarding time doing what you have to do. So yes, I'll miss going to work yet I'm excited to turn the page at this time in my life"; and

Whereas, when asked what he plans to do in retirement Raul says, "it's simple, the same thing I do now except not have to keep to a timetable."

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Raul Duarte for his years of service to Golden West College and the Coast Community College District and offer him and his family sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Mr. Raul Duarte on this day, the ninth of December in the year 2009.

Classified Management

Michael Hemphill

Whereas, Michael Hemphill, Grounds Supervisor is retiring from Golden West College effective the

thirty-first day of December 2009; and

Whereas, Michael Hemphill began working for Golden West College in 1968 but shortly thereafter was drafted in 1969 and served in the military in Vietnam; and

Whereas, Michael Hemphill returned to Golden West College in May of 1973 and resumed his position of groundskeeper. In 1974 he moved into the position of Equipment Operator, Mechanic in 1980 and then Grounds Supervisor in 2000; and

Whereas, the list of Michael Hemphill's accomplishments is extensive, included on it are that he cut and graded all the terraces in the Amphitheater on the East side of campus, built the ore cars and created the "mine shaft" in front of the library, welded and created the sculptural trellis on the South side of the Bookstore and salvaged all the palm trees on the West side of the Library from the miniature golf course and planted them by hand; and

Whereas, Michael Hemphill will be missed greatly as will his continuous loyalty, and endless hours of contributions to the Golden West College Campus and his friends and colleagues; and

Whereas, in retirement Michael Hemphill plans to do some much needed body work on his 1972 El Camino which he acquired from his father, travel with his wife Sandy and take care of and spend time with his number one priority, his family.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Michael Hemphill for his years of service to Golden West College and the Coast Community College District and offer him and his family sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Mr. Michael Hemphill on this day, the ninth of December in the year 2009.

Classified

Anna (Kye) Y. Daniels

Whereas, Kye Daniels, Staff Aide is retiring from Orange Coast College effective the thirty-first day of December 2009; and

Whereas, Kye Daniels served as Staff Aide in Orange Coast College's Staff Development and Partnership Office for fifteen years. It's been said by many that she was the glue that held the office together and served as the welcoming voice and face of Staff Development for faculty, managers and staff members; and

Whereas, a major responsibility for Kye Daniels was coordinating the Visiting Scholar program that has brought well-known educators, artists and entertainers to campus, starting with radio personality Dr. Dean Edell in 2003 and an appearance by renowned Maya archaeologist Dr. Edwin Bernhart in 2008; and

Whereas, every faculty member who worked in the Office of Staff Development has praised Kye Daniels. She was selected as Classified Staff Member of the year for 2008-2009 and her nomination was supported by two previous Staff Development Coordinators and the current Academic Senate Professional Development Coordinator; and

Whereas, Kye Daniels and her husband Gordon plan to move to Savannah, Georgia where they have already purchased a home. She also looks forward to scrapbooking, traveling and settling into Southern life.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Kye Daniels for

her years of service to Orange Coast College and the Coast Community College District and offer her and her family sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Kye Daniels on this day, the ninth of December in the year 2009.

Barbara Sablan

Whereas, Barbara Sablan, Division Office Coordinator is retiring from Golden West College effective the thirty-first day of December 2009; and

Whereas, Barbara Sablan started at Golden West College in 1972 as a Student Assistant; and

Whereas, in 1974 Barbara Sablan was hired into the full-time Classified position of Typist Clerk in the Athletics Physical Education Division; and

Whereas, Barbara leaves Golden West College after 35 years and says, "Golden West College is a fabulous place to work and my 35 years have been very rewarding and enjoyable and I will miss everyone tremendously"; and

Whereas, in retirement, Barbara Sablan plans to have fun with her grandkids, enjoy her hobbies, travel, and volunteer her time to charitable organizations.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Ms. Barbara Sablan for her years of service to Golden West College and the Coast Community College District and offer her and her family sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Barbara Sablan on this day, the ninth of December in the year 2009.

Nadine "Dea" Scott

Whereas, Dea Scott, Testing Technician is retiring from Orange Coast College effective the thirty-first day of December 2009; and

Whereas, Dea Scott has worked for Orange Coast College for twenty-three years; and

Whereas, Dea Scott has worked as a Testing Technician in the Assessment Center administering placement exams to incoming freshman; and

Whereas, her friends and colleagues at Orange Coast College wish her a very happy retirement and will miss her; and

Whereas, passionate about animal rights, Dea Scott plans to spend much of her retirement advocating for them; and

Whereas, Dea Scott plans to venture to Utah, her "paradise of the world" much more often to volunteer at the Best Friends Animal Sanctuary.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Ms. Dea Scott for her years of service to Orange Coast College and the Coast Community College District and offer her

and her family sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Dea Scott on this day, the ninth of December in the year 2009.

1.10.02 Public Hearing: Coast Community College District's Initial Proposal to Re-Open Negotiatiations on a Memorandum of Understanding with the Coast Federation of Classified Employees/ American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794 for the Early Notification Departure Stimulus Program

It is recommended by the Chancellor and the Vice Chancellor of Human Resources, and upon review by the District's General Counsel, that the Board of Trustees, in compliance with applicable PERB law, provide an opportunity for any public comment on the initial proposal of the Coast Community College District to re-open negotiations on a Memorandum of Understanding with the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT) pertaining to the proposed Early Notification Departure Stimulus ("ENDS") Program. Please see attachment #19.

1.10.03 Public Hearing: Coast Community College District's Initial Proposal to Re-Open Negotiatiations on a Memorandum of Understanding with the Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911) for the Early Notification Departure Stimulus Program.

It is recommended by the Chancellor and the Vice Chancellor of Human Resources, and upon review by the District's General Counsel, that the Board of Trustees, in compliance with applicable PERB law, provide an opportunity for any public comment on the initial proposal of the Coast Community College District to re-open negotiatiations on a Memorandum of Understanding with the Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911) pertaining to the proposed Early Notification Departure Stimulus ("ENDS") Program. Please see attachment #19.

1.10.04 Public Hearing: Initial Proposal of Classified Employees/ American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794

It is recommended by the Chancellor and the Vice Chancellor of Human Resources, and upon review by the District's General Counsel, that the Board of Trustees, in compliance with applicable PERB law, provide an opportunity for any public comment on the initial proposal of the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT) pertaining to the proposed Early Notification Departure Stimulus ("ENDS") Program. CFCE/AFT proposes to open negotiations for the purposes of negotiating the District's proposed Early Notification Departure Stimulus Program.

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1.10.05 Public Hearing: Initial Proposal of Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911)

It is recommended by the Chancellor and the Vice Chancellor of Human Resources, and upon review by the District's General Counsel, that the Board of Trustees, in compliance with applicable PERB law, provide an opportunity for any public comment on the initial proposal of Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911) pertaining to the proposed Early Notification Departure Stimulus ("ENDS") Program. CFE/AFT-Local 1911 proposes to open negotiations for the purposes of negotiating the District's proposed Early Notification Departure Stimulus Program.



19

2.00 General Information and Reports

Meeting:

12/09/2009 Regular Meeting 2. General Information and Reports Category:

Agenda Type: Information

Public Access: Yes

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2.00 General Information and Reports

Additional Administrative Content

Acenda item

2.01 Informative Reports

Meeting:

12/09/2009 Regular Meeting

Category:

2. General Information and Reports

Agenda item Content and the same and the sam

Agenda Type: Information Public Access: Yes

rublic Access: Tes

2.01 Informative Reports

(Oral reports shall be limited to a maximum of three minutes. If requested during the oral report, a written report shall be included as part of the public record.)

- 2.01.01 Report from the Orange Coast College Presidential Search Committee
- 2.01.02 Budget Update from the Chancellor

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At this time, Chancellor Currie will provide the Board of Trustees with an update on the District budget.

Additional/Administrativa@onent

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2.02 Matters for Review, Discussion and/or Action

Meeting:

12/09/2009 Regular Meeting

Category: 2. General Information and Reports

Agenda Type: Action (Consent)

Public Access: Yes

Agendailtem Content

2.02 Matters for Review, Discussion and/or Action

2.02.01 Review of Board Meeting Dates

<u>Date</u>

Topics

December 9, 2009

Regular/Organizational Meeting

2010 Board Meeting Dates for Review

January 20, 2010 February 3, 2010 Regular Meeting

February 17, 2010

Regular Meeting Regular Meeting

March 3, 2010 March 17, 2010

Regular Meeting
Regular Meeting/Budget Study Session

April 7, 2010

Regular Meeting

April 21, 2010

Regular Meeting/Service Awards

May 5, 2010

Regular Meeting Regular Meeting

May 19, 2010 June 16, 2010

Regular Meeting

July 21, 2010

Regular Meeting
Regular Meeting/Study Session

August 4, 2010 August 18, 2010 September 1, 2010 September 15, 2010

Regular Meeting Regular Meeting

September 15, 2010 October 6, 2010

Regular Meeting Regular Meeting

October 20, 2010

Regular Meeting/Study Session

November 3, 2010 November 17, 2010

Regular Meeting Regular Meeting

December 8, 2010 *

Regular/Organizational Meeting

* (tentative)

2.02.02 Consideration of Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)

January 22-24, 2010 Sacramento, CCLC Effective Trustee Workshop
January 23, 2010 Sacramento, CCLC Board Chair Workshop
January 24-25, 2010 Sacramento, CCLC Annual Legislative Conference
January 27-30, 2010 St. Petersburg, FL AACC Workforce Development

Institute

February 7-10, 2010

Washington D.C., ACCT National Legislative Summit

February 22-24, 2010 April 17-20, 2010 April 30 - May 2, 2010 August 4-6, 2010

Sacramento, CCLC Effective Trustees Workshop Seattle, WA AACC Convention Long Beach, CCLC Annual Trustee Conference Washington D.C., ACCT Governance Leadership Institute for New Trustees

October 20-23, 2010

Toronto, Ontario, ACCT Leadership Congress

2.02.03 Review of Board Committees' Meeting Dates

Career Technical Education Audit Committee Accreditation Committee

January 26, 2010 Board Conference Room 10:00 a.m. January 26, 2010 Board Conference Room 3:30 p.m. February 24, 2010 Board Conference Room 3:00 p.m.

2.02.04 Opportunity for the Board to Review the Board Directives Log

The Board Directives Log tracks requests made by the Board of Trustees. A copy of the Board Directives Log is available for review in the Board of Trustees' Office and at Board meetings. The Board may take action pertaining to matters on the Log, by adding, deleting, or modifying items.



2.02.05 Review Policy 040-3-4 for Consideration of Policy Deletion

The Prepayment Fund bank account has been closed prior to the use of the Legacy Financial system. This account is no longer utilized or necessary. It is recommended that

the Board Policy 040-3-4 be deleted.

BUSINESS OPERATIONS

(Purchasing, Gifts and Audit)

040-3-4 Approved 07/15/87

PREPAYMENT FUND

The California Education Code Section 85420 authorizes the establishment of a Revolving Cash Fund. Said fund shall be for the use in the prepayment of supplies, equipment, and services needed by the District.

The Prepayment Revolving Cash Fund shall have an amount up to but not in excess of

ten thousand dollars (\$10,000).

The fund is for the use of the Purchasing Department of the District for expenditures for service and materials, the securing and purchasing of which are authorized charges against the funds of the District.

The Board by resolution has authorized that signatories on the bank account of the fundshall be one of the following:

Chancellor-

Vice Chancellor, Business Affairs

Director/Fiscal Affairs-

Director/Purchasing-

2.02.06 Review Policy 040-3-5.1 for Consideration of Policy Deletion

The Coast Community College District Alternative Revolving Cash Fund was used prior to the implementation of the Banner Finance system to print travel checks. The travel checks are now successfully processed through Banner Finance on the County Treasury checks, so the account is no longer necessary. It is recommended that Board Policy 040-3-5.1 be deleted and the bank account be closed.

BUSINESS-OPERATIONS

(Purchasing, Gifts, and Audit)-

040-3-5.1 Approved 02/18/87 Revised-12/10/03

ALTERNATIVE REVOLVING CASH FUND AT THE DISTRICT

The District has established a bank account for the sole purpose of paying approved conference and workshop fees and other allowable expenses. Replenishing of the funds will be effected by supplying the Fiscal Affairs Department with proper reimbursement request in the prescribed format.

Custodians of this account are as follows:

District Office

Vice Chancellor, Business Affairs-

Director, Purchasing

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2.02.07 Opportunity for the Board of Trustees to Review Policy 010-2-6, Policy and Administrative Procedure

The Accrediting Commission for Community and Junior Colleges (ACCJC) has recommended that the Coast Community College District establish systems to ensure

that all Board Policies and Administrative Procedures are reviewed and updated on a regular basis. After review by the Secretary of the Board and District General Counsel, the Board Clerk has drafted and recommends revisions to Board Policy 010-2-6, "Policy and Administrative Procedure" which adds new language to acheive compliance with the recommendations of the ACCJC. Changes to the policy are marked in **bold** for additions, and in strikethrough for deletions.

At this time, Trustees shall have the opportunity to discussion Policy 010-2-6, Policy and Administrative Procedure.

INTRODUCTION

(Board of Trustees)

010-2-6

Approved 02/05/03

Revised XX/XX/XXXX

POLICY AND ADMINISTRATIVE PROCEDURE

The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient effective operation of the District. The Board of Trustees shall adopt written policies to convey its expectations for actions to be taken by District employees and to communicate Board philosophy and practice to the students and the public. Board policies are the governing laws of the District and are binding to the extent that they do not conflict with federal or state laws and shall be consistent with the District's collective bargaining agreements. are intended to be statements of intent by the Board on a specific issue within its subject matter jurisdiction. Board policies are to be written so as to be consistent with provisions of law, but they do not necessarily encompass all laws relating to District activities. Board Policies are to be written clearly, in a standard format, and are to include language that is compliant with accreditation standards. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

The Board Clerk is responsible for the review of all Board policies. All Board policies shall be reviewed every other year to ensure compliance with law, accreditation standards and best practices. The Board Clerk and Board Secretary shall review and update as necessary, all policies that pertain to the operations of the Board of Trustees. The Chancellor shall review other Board policies, every other year, with the advice and consultation of the Board President and Board Clerk. Policies of the Board may be adopted, revised, revoked, suspended, or amended at any regular or special Board meeting by a majority vote of the Board. Unless approved by a two-thirds vote, proposed changes or additions shall be introduced not less than one regular meeting prior to the meeting at which action is recommended.

Administrative Procedures are to be issued by the Chancellor as statements of method to be used in implementing Board Policy. Such All Administrative Procedures shall be consistent with Board Policy, and upon a finding of consistency, shall be ratified by the Board of Trustees shall be consistent with the intent of Board Policy. When Board policies are amended, the Chancellor shall review corresponding Administrative

Procedures to ensure they conform to the revised policy.

The Chancellor shall review and, as necessary, update all Administrative Procedures every other year. Administrative procedures may be revised as deemed necessary by the Chanceller. The Board, as it deems appropriate, may develop, revise or review specific Administrative Procedures to ensure their compliance with Board Policy. The Board reserves the right to direct revisions of Administrative Procedures if the Board finds such procedures to be inconsistent with Board policy.

All Board policies shall be placed on the Coast Community College District website, www.cccd.edu. Copies of all policies and Administrative Procedures shall be readily available through the Board of Trustees' Office to Board members, and District employees, students, and the public.

Education Code Section 70902

2.02.08 Opportunity for the Board of Trustees to Discuss the Proposed Sale and Legislative Updates Concerning the Orange County Faigrounds

At this time, Trustees shall have the opportunity to discuss the proposed sale of the Orange County Fairgrounds. The State of California has provided additional information regarding the proposed sale and is also in the process of responding to a public records request on this matter from the Board's Land Development Committee.

Additional Administrative Societ	i i		
Action Agenda Details & S. Motion:			page
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2.03 Review of Buildings and Grounds Reports

Meeting: Category: 12/09/2009 Regular Meeting
2. General Information and Reports

Agenda Type: Action Public Access: Yes

Agendailtem Content

2.03 Review of Buildings and Grounds Reports

Orange Coast College Child Care Afterschool Classroom

Architect: Taylor Architects

Construction Start: December 2008 Est. Completion: January 2010 Funding Source: OCC Foundation

Project Status: The Board approved the "Takeover Agreement" between CCCD and Allegehny Casualty Insurance ("Surety") on October 13, 2009 which enables the surety to perform the remaining project scope in place of the prior terminated contractor. The Surety immediately mobilized to finish the project with an anticipated completion date on or before January 1, 2010. **Work is primarily focused on interior finishes and this project remains on schedule for completion by month-end.**

Orange Coast College Softball Field

Architect: tBP Architecture

Construction Manager: CW Driver Construction Start: April 2009 Est. Completion: September 2009

Funding Source: Measure C Obligation Bond

Project Status: The Notices of Completion were approved by the Board of Trustees on 11/18/09, as this project has moved beyond "substantial completion." Repairs to the "non-compliant" concrete walkways have been completed, however corrective actions related to the dugout roofs remain outstanding. Deductive change orders for four of the trade packages are itemized for action on the 12/9 Board agenda. This will "close out" these contractors and return an estimated \$24,000 to the OCC Measure C budget.

Orange Coast College New Consumer Health & Science Lab Building

Architect: LPA Architecture
Construction Manager: CW Driver

Est. Completion: October 2010

Funding: Measure C General Obligation Bond and State Capital Outlay Funds

Project Status: The "skeleton" of the three new buildings has been completed. The next phase of this project will include erecting a large bridge structure that will connect these three buildings and the adjacent Lewis Center building. This work is scheduled to start at semester end and conclude by February 2010. Due to large building footprint and tight building quarters site access continues to present a significant challenge.

Orange Coast College Student Center Renovation

Architect: AEPC Architecture Construction Manager: CW Driver

DSA Approval: Pending (Estimated September 2009)

Construction Start: June 2010 Est. Completion: January 2011

Funding: Measure C General Obligation Bond

Project Status: This project has been postponed from the originally anticipated December 2009 start and tentatively rescheduled to begin in June 2010. The first component of this project is the coordination of temporary site utilities for the "swing space." This plan will be developed to accommodate the needs of the transitional space while considering future reuse for the Interdisciplinary Building project. The site utilities plan is currently in development and bid documents are expected to be completed by January 7, 2010. The "swing space" site preparation is scheduled to be bid in late January. Also in development is a "swing space" needs analysis and subsequent plan that will accommodate the student service and instructional program needs during the Fall 2010 semester.

Golden West College Learning Resource Center

Architect: Steinberg Group Construction Manager: URS DSA Approval: March 2008 Construction Start: July 2008 Est. Completion: August 2010

Funding Source: Measure C General Obligation Bond

Project Status: No cost and low cost project recovery solutions have been implemented in order to recover lost time on the project and achieve the campus goal of opening the building to students in Fall 2010. This project is near completion of the structural phase of construction. Currently, "rough" utility conduit is being installed inside of the building. The next phase of this project will focus on the exterior finishes of the building.

Coastline College Newport Beach Learning Center

Architect: LPA Architecture

Construction Manager: CW Driver

DSA Approval: Pending (Estimated August 2010)

Est. Construction Start: October 2010 Est. Completion: January 2012

Funding: Measure C General Obligation Bond

Project Status: The campus hosted a "project kick-off" meeting, allowing the architect, construction management team, and campus project team to get acquainted. The project is in design development and campus-level committees have been or are currently being formed to guide the design of this facility. Signage has been placed at the future construction site to provide an introduction to the neighboring community.

Greatedion 99/29/2009 at 12:07:17M by/GOGDBG: Last update on 12/04/2009 b) Jodi Fooliquez.

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2.04 Review of the Coast Community College District External Auditor's Report, Fiscal Year 2008-2009

Meeting: 12/09/2009 Regular Meeting

Category: 2. General Information and Reports

Agenda Type: Information

Public Access: Yes

Agenda Item Content

2.04 Review of the Coast Community College District External Auditor's Report, Fiscal Year 2008-2009

An Audit report of District operations for fiscal year 2008/2009 has been completed and is submitted for review. The District Administrative Services staff, campus Business Office staff, and Internal Audit Services have reviewed the audit and prepared the following summary:

The audit report includes two (2) findings regarding compliance issues and two (2) findings regarding internal controls. The District Fiscal Affairs Office, campus Business Offices, and Internal Audit Services have developed an action plan to respond to the recommendations suggested by the external auditors.

The audit report concludes that the "...financial statements listed in the aforementioned table of contents present fairly, in all material respects, the financial position of the Coast Community College District as of June 30, 2009, and the results of its operations, changes in net assets and cash flows for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America."

(See Attached Bound Audit Report)

Additional Administrative Content

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3.00 Consent Calendar

Meeting:

12/09/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information

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Public Access: Yes

3.00 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

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Agerda Item

3.01 CURRICULUM APPROVAL

Meeting:

12/09/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Acentallen Content

3.01 Curriculum Approval

3.01.01 Approval of New Courses

The College Curriculum Committee, with concurrence of the College President and/or Interim President and the Chancellor, recommends the following course(s) be approved for inclusion in the curriculum:

Golden West College

Effective Spring 2010

Criminal Justice G107 - Drugs, Health, and Society; 3.0 units

Semester length; 54 semester lecture hours; fee: none; grading method: student option. This course will explore the different categories of drugs, such as over-the-counter, prescription, and illegal "recreational drugs". Drugs and their relationships to a person's health and wellbeing will be discussed. The motivation to use drugs, abuse and addiction, family concerns, identification of drugs, enforcement, and addiction intervention methods will also be reviewed.

Effective Fall 2010

Cosmetology G071 - Esthetics - Level 1; 9.0 units

Nine week length; 90 lecture hours; 270 lab hours; prerequisite: none; fee: \$800.00; grading method: letter grade. This is the first session of two nine week courses comprising of 360 hours to be applied to a State Board Certification in Esthetics. This course is designed to introduce the beginning student to standards of professional conduct and to scientific theory of all subjects dealing with skin care, (i.e. anatomy, histology of the skin). It also provides a laboratory experience with an emphasis on skin care techniques, such as massage, hair removal, skin analysis, use of electrical modalities, as well as basic makeup.

Cosmetology G072 - Esthetics - Level 2; 9.0 units

Nine Week length; 90 lecture hours; 270 lab hours; prerequisite: COSM G071; fee: none; grading method: letter grade. This is the second session of two nine week courses comprising of 360 hours to be applied to a State Board Certification in Esthetics. It is designed to provide a more in-depth knowledge of Esthetics including the scientific theory pertinent to skin (i.e. chemistry, nutrition). The students will learn skin care theory and receive more advanced laboratory training including the application of chemical peels, massage techniques, hair removal and proper use of electrical facial modalities. Students will learn the skills required to render most professional services.

3.01.02 Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Course Revisions:

The College Curriculum Committee, with concurrence of the College President and/or Acting President and the Interim Chancellor, recommends the following course revisions be approved for inclusion in the curriculum:

Coastline Community College

Effective Spring 2010

FROM TO

Art C220 - Anatomy for Artists

Repeatability: None

3 times 3.0

Course Units: 2.5

Computer Services Technology C191 - CompTIA Linux+

Repeatability:

None

3 times

Advisory:

CST 195 and CST 128 or CST 118

CST C161 or CST C117 or CST 128

Computer Services Technology C237 - Cisco ASA and Network Security

Repeatability:

None

3 times

Computer Services Technology C253 - Cisco ASA, PIX and Network Security

Repeatability:

None

3 times

Computer Services Technology C258 - Linux Networking and Security

Repeatability:

None

3 times

Advisory:

CST C118

CST C191

Golden West College

Effective Spring 2010

FROM

TO

Digital Arts G100 - Introduction to Digital Arts

Repeatability:

None

One Time

Orange Coast College

Effective Fall 2010

FROM

TO

Dance A162 - Advanced Dance Composition - 3 units

Title:

Advanced Dance Composition

Dance Composition/Choreography

Economics A180 – Macroeconomics – 3 units

Advisory:

None

Economics A185

Psychology A245 - Field Work for Mental Health Workers - 3 units

Total Contact Hours:

54

Weekly Hours:

3 Lecture

1 Lecture/8 hours arranged

Tutoring A060 - Supervised Learning - 0 units

Contact Hours:

Total course hours:

1.5 - 627 - 108

.5 - 69 - 108

Course Retirements:

The College Curriculum Committee, with concurrence of the College President and/or Acting President and the Interim Chancellor, recommends the following courses be retired from the curriculum:

Orange Coast College

Effective Fall 2010

History A128 – History of Modern China History A190 – History of Russia Humanities A101 – Themes in Humanities

Course Suspensions:

The College Curriculum Committee, with concurrence of the College President and/or Acting President and the Interim Chancellor, recommends the following courses be suspended from the curriculum:

Orange Coast College

Effective Fall 2010

Physical Education A190 – Adapted Exercise for Back & Neck Disorders

Physical Education A226 – Sailing Team Physical Education A239 – Golf Team

3.01.03 Approval of Program/Option/Revisions/Retirements/Suspensions/Reinstatements

Program/Option Revisions:

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

Orange Coast College

Effective Fall 2010

Business - Business Administration - Certificate of Achievement

Required Course:

Add:

"And" to list of Calculus Courses

Film/Video - Film/Video - Certificate of Achievement

Required Course:

Add:

OR Film A270

Selected Electives

Add:

Film A265

Photo A120

Polysomnography - Respiratory Care Cross Training Option - Certificate of Achievement

Required courses:

Add:

NDT A115 - Advanced Electroencephalography

Units:

Increase:

total program units from 6.5 to 7

Acendation

3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting:

12/09/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information Public Access: Yes

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3.02 Travel Authorizations - Board and Staff

- 1. Travel Authorization
- a. Authorization for Attendance at Meetings and/or Conferences
- (1) Meetings for the Board of Trustees

None.

(2) Meetings for Faculty and Staff

Patricia G Arlington, Instr/Coord (CCC), to attend the New Mexico Higher Education Assessment and Retention Conference, February 19-28, 2010; Vacation days: Feb. 22-24, Albuquerque, NM, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$145, travel by Air Coach, to be paid from PDI Conference & Workshops funds.

Jorge Ascencio, Dir Online Instruct (GWC), to attend the Florida Educational Technology Conference, January 11-15, 2010, Orlando, FL, without loss of salary, with no reimbursement authorized from District funds, no cost to District/Campus.

Laura C Behr, Instructor (OCC), to attend the American College of Sports Medicine, May 31 - June 6, 2010, Baltimore, MD, without loss of salary, with reimbursement for allowable expenses of \$1100, including a registration fee of \$110, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

Elizabeth J Blake, Temporary Instructor (OCC), to attend the International Society of Sports Nutrition - Athletes' Performance, February 25 - 26, 2010, Phoenix, AZ, without loss of salary, with reimbursement for allowable expenses of \$660, including a registration fee of \$200, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

Ted A Boehler, Dean (CCC), to attend the Defense Activity for Non-traditional Education Support Workshop, January 25-26, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$350, to be paid from Contract Ed. funds.

Chandulal M Brahmbhatt, Vice Chancellor (CCCD), to attend the 2010 Association of California Community College Administrators (ACCCA)/Association of Chief Business Officials (ACBO) Budget Workshop, January 15, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$125, travel by Air Coach, to be paid from Administrative Services Management Conference funds.

Cheryl A Chapman, Hourly Instructor (CCC), to attend the eLearning Instructional Technology Council, February 19-24, 2010, Fort Worth, TX, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$350, travel

by Air Coach, to be paid from PDI Conference & Workshops funds.

Brian E Conley, Instructor (GWC), to attend the League of Innovations for Community Colleges 2010 Conference, March 28-31, 2010, Baltimore, MD, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$550, travel by Air Coach, to be paid from IPD AFT conference funds, VP IPD funds.

Ding-Jo H Currie, Chancellor (CCCD), to attend the Community College National Legislative Summit, February 7 - 11, 2010, Washington, DC, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$689, travel by Air Coach, to be paid from Chancellor's conference funds.

Ding-Jo H Currie, Chancellor (CCCD), to attend the Community College League of California 2009 Annual Convention as a co-presenter with CCCD Trustees and General Counsel, November 19-21, 2009, Burlingame, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$490, travel by Air Coach, to be paid from Chancellor's conference funds After the previous Board agenda deadline, an adjustment was made to a prior calendar commitment that afforded the opportunity to join Trustees and General Counsel in the League presentation.

Ding-Jo H Currie, Chancellor (CCCD), to attend the American Association of Community Colleges Annual Convention, April 15-20, 2010, Seattle, WA, without loss of salary, with reimbursement for actual expenses, travel by Air Coach, to be paid from Chancellor's conference funds.

Evonne R Durand, Athletic Trainer (OCC), to attend the Far West Athletic Trainers Association District 8, June 29 - July 3, 2010, Waikiki Beach, Oahu, HI, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$150, to be paid from Classified Professional Development funds.

Farzane Farazdaghi, Hourly Instructor (GWC), to attend the trip to the Museum of Tolerance, December 11, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$10, including a registration fee of \$10, to be paid from ASGWC Club funds.

Jill Golden, Instructor (OCC), to attend the Culinology Workshop Foundations of Food Science, March 28 - April 1, 2010, Guelph, ON, Canada without loss of salary, with reimbursement for allowable expenses of \$1,100, including travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

Judith F Gottesman, Hourly Instructor (GWC), to attend the Music Association of California Community Colleges Conference, November 18-22, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$80, travel by Air Coach, to be paid from CCA Conference funds. The reason for this revision is to change the date of the return trip.

Sheila L Grossman, Hourly Instructor (OCC), to attend the Phi Rho Pi National Tournament & Convention, April 3 - 11, 2010, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$40, travel by Air Coach, to be paid from CFE/AFT Professional Development funds.

Ann B Holliday, Instructor (CCC), to attend the Equity and Diversity Institute, February 19-20, 2010, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$310, including a registration fee of \$275, to be paid from Basic Skills Initiative funds.

Darryl Isaac, Instructor (OCC), to attend the American Society of Echocardiography Scientific Sessions, June 11 - 16, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$305, to be paid from Full Time Academic Senate PDI funds.

Nancy S Jones, Instructor (CCC), to attend the Vocational Education Leadership Institute 2010, March 11-13, 2010, Napa, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring Agency.

Nancy S Jones, Instructor (CCC), to attend the Statewide Career Pathways Committee Meeting, December 9, 2009, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring Agency.

Richard B Kudlik, Dir Of Intrnl Ad Svc (CCCD), to attend the Community College Internal Auditors 2010 Spring Conference, May 5 - May 7, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$85, travel by Air Coach, to be paid from Internal Audit Mgmt Conference funds, to learn about audit issues affecting California community colleges.

Katherine A Mahler, Inst/Food Serv Mgr (OCC), to attend the The 2010 PacificChef Net Conference, January 9 - 14, 2010, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$350, travel by Air Coach, rental car and insurance, to be paid from CDMA funds, OCC Foundation funds.

Shawn A Mann, Mgr Mil Prg Outreach (CCC), to attend the Defense Activity for Non-traditional Education Support Workshop, January 25-26, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$425, to be paid from Contract ED funds.

Shawn A Mann, Mgr Mil Prg Outreach (CCC), to attend the 2010 Council of College and Military Educators Symposium, February 14-18, 2010, Nashville, TN, without loss of salary, with reimbursement for allowable expenses of \$2,500, including travel by Air Coach, to be paid from Contract Ed. funds.

Arnold H Meadows, Hourly Instructor (OCC), to attend the PV300: Advanced Photovoltaic Systems Training, February 14 - 20, 2010, Ukiah, CA, without loss of salary, with reimbursement for allowable expenses of \$2,245, including a registration fee of \$995, to be paid from Industry Driven Reg Collaboration Grant driving personal auto, to be reimbursed for mileage equal to the equivalency of travel by air coach.

Shana Menaker, Hourly Instructor (OCC), to attend the Winter MELT, January 8 - 16, 2010, New York, NY, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$110, travel by Air Coach, to be paid from CCA/CTA Union funds.

Ailene B Nguyen, Counselor (CCC), to attend the Equity and Diversity Institute, February 19-20, 2010, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$310, including a registration fee of \$275, to be paid from Basic Skills Initiative funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Educating for Careers Annual Conference, February 28 - March 2, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$445, including a registration fee of \$345, to be paid from RHORC trust funds.

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Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Desert Regional Consortium Annual Planning Retreat, February 3-4, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$200, to be paid from RHORC trust funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Regional Health Occupations Resource Center Director Meeting & Statewide Health Occupations Advisory Committee, January 20-22, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, no Cost to District/Campus.

Jeffrey D Piaskowski, Hrly/Temp Service (OCC), to attend the National Baseball Convention, January 7 - 10, 2010, Dallas, TX, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$50, travel by Air Coach, to be paid from OCC Foundation funds.

Jack S Price, Hourly Instructor (OCC), to attend the National Council of Teachers of Mathematics, April 21 - 23, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$700, to be paid from CCA/CTA Union funds.

Loren A Sachs, Instr/Coord (OCC), to attend the Association of Collegiate Educators in Radiologic Technology, February 10 - 12, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$907, including a registration fee of \$250, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

Thomas M Seizer, Gen Mgr Food Service (OCC), to attend the The 2010 Pacific ChefNet Conference, January 9 - 14, 2010, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$350, travel by Air Coach, rental car and insurance, to be paid from CDMA funds, Foundation funds.

Cheryl C Stewart, Librarian (CCC), to attend the Equity and Diversity Institute, February 19-20, 2010, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$310, including a registration fee of \$275, to be paid from Basic Skills Initiative funds.

Stephen M Whitson, Hourly Instructor (CCC), to attend the Federal and California Tax Update for Individuals Workshop, January 21, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$475, including a registration fee of \$315, to be paid from VTEA funds.

Tracy C Young, Int Audit Asst Sr (CCCD), to attend the Community College Internal Auditors 2010 Spring Conference, May 5 - May 7, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$85, travel by Air Coach, to be paid from Internal Audit CFCE Conference funds, to learn about audit issues affecting California community colleges.

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Additional Administrative Content

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3.02.01 Authorization for Student Trips - Coastline Community College

Meeting:

12/09/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Public Access: Yes

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3.02.01 Authorization for Student Trips - Coastline Community College

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: Ontario Convention Center

Location: Ontario

Dates: January 14, 2010 Department: Art/Emeritus

Transportation: District transportation

Conference/Activity: Ontario Convention Center

Location: Ontario

Dates: January 14, 2010 Department: Art/Emeritus

Transportation: District transportation

Conference/Activity: University of Southern California

Location: Los Angeles Dates: January 15, 2010 Department: ECHS/AVID

Transportation: District transportation

Conference/Activity: Newport Aquatic Center

Location: Newport Beach

Dates: January 13, 2010 and January 14, 2010

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Department: Early College High School Transportation: District transportation

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3.02.02 Authorization for Student Trips - Golden West College

Meeting:

12/09/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

Agenda Item Contents Agenda (1986)

3.02.02 Authorization for Student Trips - Golden West College

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.

UC San Diego/San Diego State University Campus Tour

Location: San Diego, CA Date(s): March 19, 2010 Department: Counseling

Cost/purpose/funding source: NTE \$500 for food from Puente Program funds.

International Student Exchange as Required Within the U.S. Department of Education FIPSE NARET

Grant P116N060028. Location: Mexico

Date(s): January 1 – 31, 2010 Department: NARET Grant

Cost/purpose/funding source: NTE \$30,000 for air coach, food and lodging from FIPSE NARET grant

lunds.

Trip to the Museum of Tolerance Location: Los Angeles, CA Date(s): December 11, 2009 Department: Student Activities

Cost/purpose/funding source: \$300 for entry fees from Student Activites funds.

Model United Nations Conference (IECMUN)

Location: Riverside, CA Date(s): February 6, 2010

Department: Business and Social Science, Model United Nations

Cost/purpose/funding source: \$100 for registration fees from Model United Nations funds.

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Agenda Item

3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 12/09/2009 Regular Meeting

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

Public Access: Yes

Agendation Content

3.02.03 Authorization for Student Trips - Orange Coast College

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.

Boating Trips for Marine Science 100 Lab Students Location: Long Beach Marine Institute, Long Beach, CA Date: Spring, 2010 semester (April and May of 2010)

Department: Marine Science

Cost/Purpose/Funding Source: \$3,700 from Marine Science Department general funds

Transportation: District

Alternative Winter Break Volunteer Trip

Location: Big Bear, CA Date: January 8-10, 2010 Department: OCC Sierra Club

Purpose: Students will participate in a service and training trip

Cost/Purpose/Funding Source: NTE \$1,000 from club/ASOCC/Foundation/donations

Transportation: District/Personal Vehicles

Revision to change dates. Original Board approval 11/18/09.

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3.03 GENERAL ITEMS

Meeting:

12/09/2009 Regular Meeting 3. Consent Calendar

Category: 3. Consent of Agenda Type: Information Public Access: Yes

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3.03 General Items

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3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 12/09/2009 Regular Meeting

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

Public Access: Yes

Agenda (lem)Content 🦠 🖰

3.03.01 Authorization for Special Projects - Coastline Community College

Early College High School University Transfer Event

Date: April 16, 2010, 2:30 - 4:30 p.m. Location: Costa Mesa Center Department: Student Services

Purpose: To inform the ECHS students about transfer opportunities

Cost/purpose/funding source: NTE \$500; SAC funds

Educational Seminar on Traumatic Brain Injury Date: January 29, 2010; 8:30 a.m. - 1:00 p.m.

Location: Garden Grove Center

Department: Special Programs and Services, Acquired Brain Injury Program Purpose: Education and networking with business, industry, and military Cost/purpose/funding source: NTE \$1,500; Special Program Foundation funds

Minute Taking Made Easy Workshop

Date: January 28 or 29, 2010; 9 a.m. - 4:30 p.m.

Location: College Center Department: President's Office

Purpose: Minute-taking Workshop to comply with Accreditation requirements

Cost/purpose/funding source: NTE \$3980; Staff Development funds

Early College High School Garage Sale

Date: January 30, 2010

Location: Costa Mesa Center Parking Lot

Department: ECHS Parent Teacher Student Association Purpose: Fundraiser for the ECHS student activities

Cost/purpose/funding source: No cost to College or District

Early College High School Fair

Date: March 19, 2010 Location: Costa Mesa Center

Department: ECHS Parent Teacher Student Association

Purpose: Fundraiser for ECHS student activities

Cost/purpose/funding source: No cost to College or District

First Time Home Buyers' Seminar Date: January 9, 2010, 9:00 a.m. - noon

Location: Le-Jao Center

Department: Planning, Development, and Government Relations

Purpose: To educate and inform the community about the home buying process

Cost/purpose/funding source: No cost to College or District

All-College Meeting

Date: February 5, 2010

Location: Rose Center Theater and Le-Jao Center

Department: President's Office

Purpose: General meeting for faculty, staff and management

Cost/purpose/funding source: NTE \$4,000; College and Foundation funds

Leadership Academy

Date: January 11 – 15, 2010 Location: Coastline Art Gallery Department: President's Office

Purpose: Leadership Institute for Coastline staff, faculty and managers

Cost/purpose/funding source: NTE \$2000; Foundation and Staff Development funds

Winter Dance and Video Gaming Event Date: December 11, 2009, 6:30 – 10:30 p.m.

Location: Costa Mesa Center

Department: Early College High School Purpose: End of the semester celebration

Cost/purpose/funding source: No cost to College or District

Student Advisory Council End of Year Celebration Date: December 17, 2009, 5:30 - 7:30 p.m.

Location: College Center

Department: Student Advisory Council

Purpose: To thank supporters and to recognize individuals and achievements

Cost/purpose/funding source: NTE \$1,000; SAC funds

Business Education Statewide Advisory Committee (BESAC)
Date: Various dates between July 1, 2009 and June 30, 2010

Location: Various locations
Department: Office of Instruction

Purpose: Advisory Committee to the State Chancellor's Office

Cost/purpose/funding source: Expenses per meeting NTE \$5,000 to be paid for from BESAC contract

funds

(Revision is to change locations. Prior Board Approval: 6/17/09)

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3.03.02 Authorization for Special Projects - Golden West College

Meeting: 12/09/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action Public Access: Yes

Agendation Content

3.03.02 Authorization for Special Projects - Golden West College

President's Holiday Open House Date(s): December 8, 2009 Department: President's Office

Purpose: Annual holiday activity for faculty and staff.

Cost/purpose/funding source: \$3,000 for food, supplies, and printing from discretionary funds.

Puente Program Parent Welcome Dinner

Date(s): February 24, 2010

Department: Counseling/Puente Program

Purpose: Provide orientation and overview of the Puente Program to participants, parents, mentors, and

community members.

Cost/purpose/funding source: NTE \$1,300 for food and supplies from Puente Program funds.

Puente Program Year-End Celebration/Transfer Recognition Dinner

Date(s): May 19, 2010

Department: Counseling/Puente Program

Purpose: Provide year-end celebration and recognition ceremony/dinner to program participants, their

parents, mentors, and community members.

Cost/purpose/funding source: NTE \$1,500 for food and supplies from Puente Program funds.

Specialize Investigators Academy Graduation

Date(s): December 17, 2009
Department: Criminal Justice
Purpose: SIBC graduation ceremony

Cost/purpose/funding source: NTE \$250 for refreshments from Community Hosting ASGWC funds.

ASGWC and Club Events Spring and Summer 2010

Date: January 1 – June 30, 2010 Department: Student Activities

Purpose: Golden West College Associated Students and all officially registered Golden West College clubs in good standing are approved to sponsor a variety of activities and entertainment, including but not limited to community service, musicians, comedians, speakers, bake sales, fundraisers, drives and demonstrations throughout the Spring and Summer 2010. Performances and activities will take place at pre-approved locations throughout Golden West College campus. The Student Activities Director through the Student Activities Office will approve all special events. If necessary, the sponsoring program will pay all expenses and an advisor or designed staff will be present at all times.

Cost/purpose/funding source: NTE \$25,000 for various expenses from Associated Students and Club Accounts.

GWC Design Students Present "The Design & Auto Show"

Date(s): December 11, 2009 Department: Student Activities

Purpose: Design Students Program and Club sponsored showcase of student work and fundraiser. Cost/purpose/funding source: \$500 for trophies, Public Safety officer, and supplies from club funds.

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Collaborative Career Fair between Santa Ana College and Golden West College Nursing Student

Associations

Date: January 8, 2010

Department: Student Activities

Purpose: Provide opportunity for job placement for our students, graduates and RNS.

Cost/purpose/funding source: \$1,000 for food and supplies from GWC/SAC Foundation Account funds.

Year of the Nurse Symposium Co-Sponsored with Riverside Community College

Date(s): May 14, 2010

Department: Health Professions-RHORC

Purpose: Provide regional symposium for nursing faculty

Cost/purpose/funding source: \$2,500 to Riverside Community College for facility rental, food, supplies,

and printing from RHORC Trust funds.

GWC Nursing Simulation Lab

Date(s): January 5, 2009 through June 30, 2010

Department: Health Professions-RHORC

Purpose: Use GWC nursing simulation lab for simulation workshops and RHORC specialty courses Cost/purpose/funding source: \$3,000 for equipment, supplies and facility use from RHORC Trust funds.

Softball Team's Kids Softball Clinic Date(s): January 23 and 30, 2010

Department: PE/Athletics

Purpose: Fundraiser for women's softball team Cost/purpose/funding source: No cost to the college.

Regional Simulation Workshop Date: January 12, 2010 Department: RHORC

Purpose: Provide workshop for community college, ROP, and hospital educators in southern California

with costs to be reimbursed from RHORC Initiative HUB funds

Cost/purpose/funding source: \$4,900 to Grossmont College, College of the Desert, El Camino College, Glendale College, Golden West College, Santa Ana College, Mt. San Antonio College, and Mt. San Jacinto College for providing simulation center, equipment, supplies and faculty for workshop from RHORC Trust.

(Revision is to change the list of participating colleges. Prior Board approval: 11/4/09)

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Texas Hold 'Em Tournament

Date: June 12, 2010
Department: Foundation
Purpose: Fundraising event

Cost/purpose/funding source: NTE \$3,000 for food, beverages, facility rental and printing from Foundation

funds.

(Revision is to change the date from November 14, 2009 to June 12, 2010. Prior Board approval: 8/19/09)

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3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: 12/09/2009 Regular Meeting

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

Public Access: Yes

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3.03.03 Authorization for Special Projects - Orange Coast College

Adult Transition Graduation Date: December 17, 2009

Department: Co-sponsored by OCC and Orange County Department of Education

Purpose: Graduation for Adult Transition Students
Cost/Purpose/Funding Source: No cost to the college

Math Meet Competition
Date: March 19, 2010
Department: Math & Science

Purpose: Competition for Orange County High School students, faculty, and counselors

Cost/Purpose/Funding Source: Expenses NTE \$4,000 to be paid from Foundation funds; no cost for

participating students or schools.

Film Screening "Coal Country"

Date: Between December 14-18, 2009

Department: OCC Sierra Club

Purpose: Educate students on problems with the use of coal and the impact it has on the environment

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

Project Night

Date: December 18, 2009

Department: OCC Theater Department/Visual & Performing Arts
Purpose: Evening performance for students in Repertory Theater class
Cost/Purpose/Funding Source: No cost to the college; free to all attendees

ASOCC Activities

Date: 2009-2010 Fiscal Year

Department: ASOCC/College Life Committee/InterClub Council/all officially registered OCC clubs Purpose: Events to be held at various pre-approved locations within the five local county areas Cost/Purpose/Funding Source: NTE \$500 per event to include a variety of activities and entertainment; expenses to include travel, food, supplies, and miscellaneous expenses to be paid from ASOCC/club funds/fundraisers/sponsors/and student personal funds.

Transportation: District/personal vehicles/public transportation

"What's with all the HOOPLA? Date: December 11, 2009

Department: OCC Designers Alliance/OCC Horticulture Club/Department/OCC Architecture Club Purpose: Event open to public in order to promote art, design, music, and a green lifestyle; to be held in

the Frank M. Doyle Arts Pavilion

Cost/Purpose/Funding Source: NTE \$500 to be paid from ASOCC/club funds/fundraisers/sponsors/and

student personal funds

New Faculty Orientation Date: January, 2010

Department: Staff Development Purpose: Professional development

Cost/Purpose/Funding Source: NTE \$2,000 to include instructor's pay at the non-instructional rate, food,

supplies, and related expenses to be paid from Staff Development funds

Recognition Event Date: April, 2010

Department: Distinguished Speaker Fall Keynote

Purpose: Outstanding Coast Colleagues of the Year program and reception

Cost/Purpose/Funding Source: NTE \$4,500 for food, supplies, video production, and related expenses to

be paid from Staff Development ancillary recognition funds

Alex Grey Exhibition/Student Event

Date: December 11, 2009

Department: Frank M. Doyle Arts Pavilion/Visual and Performing Arts

Purpose: Student event organized by the OCC Design Alliance, Horticulture Club, and Architecture Club

as a fundraiser for clubs

Cost/Purpose/Funding Source: Expenses paid by club funds

Alex Grey Exhibition/Yoga Dance Performance/Kirtan Meditation

Date: December 12, 2009

Department: Frank M. Doyle Arts Pavilion/Visual and Performing Arts Purpose: Free event for students as part of the Alex Grey Exhibition

Cost/Purpose/Funding Source: No cost to college

Alex Grey Exhibition/Closing Night of "The Art of Alex Grey"

Date: December 18, 2009

Department: Frank M. Doyle Arts Pavilion/Visual and Performing Arts Purpose: Free event for students as part of the Alex Grey Exhibition

Cost/Purpose/Funding Source: \$400 for food and beverages from ASOCC/ancillary/co-curricular funds

Alex Grey Exhibition/Yoga and Meditation at lunch

Date: December 9 and December 16, 2009

Department: Frank M. Doyle Arts Pavilion/Visual and Performing Arts Purpose: Free event for students as part of the Alex Grey Exhibition

Cost/Purpose/Funding Source: No cost to college

20th Annual Professional Development Day

Date: February 27, 2010

Department: OCC Food & Nutrition and Dietetics Program

Purpose: 100 to 150 participants from the community, Healthcare Facility staff, and OCC students; hosted by the Greater Los Angeles/Orange County Acute and Long-term Healthcare Facilities

Cost/Purpose/Funding Source: Registration fee of \$40 per person to be used to pay \$500 per speaker; professional development scholarships; student scholarships for attending future meetings; no cost to college or District

"20" Annual Professional Development Day" Scholarship Awards

Date: April 15-17, 2010

Department: OCC Food & Nutrition and Dietetics Program

Purpose: Scholarship awards to service volunteers and current students

Cost/Purpose/Funding Source: Awards from \$100 to \$400 each; funds from event registration proceeds

and Nutrition ancillary account.

Foundation Board Holiday Gathering

Date: December 18, 2009

Department: Foundation/School of Sailing and Seamanship

Purpose: Outreach to Foundation board members, alumni, faculty, staff and community members Cost/Purpose/Funding Source: NTE \$1,500 from Foundation funds and event sponsors

Robotics Workshop Date: January 23, 2010

Department: OCC Electronics Department

Purpose: Hosted by OCC Electronics Department/First Robotics/VEX/Orange County Department of

Education

Cost/Purpose/Funding Source: No cost to District

Volunteer Guest Performers
Date: December 17, 2009

Department: Music Department/Visual & Performing Arts

Purpose: Free entertainment provided by volunteer musicians for Music 109 students

Cost/Purpose/Funding Source: No cost; free to students

OCC Track & Field President's Day 5K

Date: February 15, 2010

Department: OCC Physical Education & Athletics

Purpose: Co-host annual event on the OCC campus to bring community members to campus, promoting awareness of the college facilities, and the Track & Field program; will also raise money for the OCC

Track & Field program

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

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3.03.04 Authorization to Apply for Funded Programs

Meeting:

12/09/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information

Public Access; Yes

Agenda item Contents

3.03.04 Authorization to Apply for Funded Programs

(Funded Programs that include Resolutions are listed in the Resolution section of the Action pages)

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 Governor's Career Technical Education Initiative (SB70/SB1133) grant titled "Career Technical Education Community Collaborative – STEM CTE Project". The Coast Community College District in partnership with the Orange County Department of Education will work to bring multiple local partners and initiatives in Orange County together to better coordinate and organize efforts in a focused effort to meet industry demands. The Orange County Department of Education, through a subrecipient agreement with the District Office, will develop three pilots 7-14 vertical integrated Professional Learning Communities to include Community College, ROP, and 7-12 faculty. Pilots will work together to create or expand a STEM related course of study; Create a strong STEM Community Collaborative with education, Non-governmental Agencies (NGO), and business representation; Update STEM/CTE course content 9-14 through a professional development series; and Pilot a 7-8 Career Exploration development and planning system. (Previous Board Approval: June 18, 2008)

Fiscal Impact: Coast Community College District will receive \$369,700 between June 1, 2008, to and including January 31, 2010. Matching funds of 10% required for this project. This grant has applied for an extension. The new Performance funding period for year 1 will be from June 1, 2008, to and including March 31, 2010 with a final report due by April 30, 2010.

Coast Community College District is applying 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. Additionally, our community college partners as listed above, through subgrantee agreements with the District Office, will work with their local high school and ROP partners on the grant approved CTE Sector Pathways to create new and/or enhance existing pathway partnerships. All oversight of this grant and subgrantee agreements will be handled through the District Educational Services department.

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Fiscal Impact: If funded for this 3rd year of the project, Coast Community College District will receive \$306,500 from February 1, 2010 through March 31, 2012. There are matching funds of 10% required for this funding.

Orange Coast College has reapplied for funding from the Yosemite Community College District for a project titled "Child Development Training Consortium". This is an ongoing program for Orange Coast College as part of a consortium of over 72 community colleges to upgrade child care throughout California.

Fiscal Impact: Orange Coast College will receive \$25,000 between September 1, 2009 and June 30, 2010. There is no match required for this grant.

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3.03.05 Authorization for Disposal of Surplus

Meeting:

12/09/2009 Regular Meeting

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

Public Access: Yes

Agenda/tem Content

3.03.05 Authorization for Disposal of Surplus

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Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ORANGE COAST COLLEGE			•	
Bakery Case				P
Cash Register Stand				Р
Cutter Board				Р
Speaker Stand				Р
Cart				Р
Bulletin Board				Р

*Agenda Item

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

Meeting:

12/09/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information

Agenda Item Contents

Public Access: Yes

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

It is recommended that the Board authorize the Board President, or designee, to sign the Agreements and any related documents, indicating approval by the Board of Trustees.

CHILD DEVELOPMENT: STEPPING STONES

Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - December 31, 2009

Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - December 31, 2009

HETA of Oklahoma (OK)

Term of Agreement: September 1, 2009 - December 31, 2009

HETA of Oklahoma (OK)

Term of Agreement: September 1, 2009 - December 31, 2009

Howard Community College (MD)

Term of Agreement: November 1, 2009 - October 31, 2010

CONCEPTS IN MARKETING

Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - December 31, 2009

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

Nicolet Area Technical College (WI)

Term of Agreement: January 1, 2010 - May 31, 2010

CYCLES OF LIFE: EXPLORING BIOLOGY Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - December 31, 2009

HETA of Oklahoma (OK)

Term of Agreement: September 1, 2009 - December 31, 2009

Lakeland Community College (OH)

Term of Agreement: January 1, 2010 - December 31, 2012

Mott Community College (Mi)

Term of Agreement: January 1, 2010 - December 31, 2010

DOLLARS & SENSE: PERSONAL FINANCE FOR THE 21ST CENTURY

Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - December 31, 2009

Oregon Community College Distance Learning (OR) Term of Agreement: January 4, 2010 – March 20, 2010

FACES OF CULTURE - REVISED Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - December 31, 2009

Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - December 31, 2009

Oregon Community College Distance Learning (OR) Term of Agreement: January 4, 2010 – March 20, 2010

HUMANITIES THROUGH THE ARTS

HETA of Oklahoma (OK)

Term of Agreement: September 1, 2009 - December 31, 2009

Lamar State College (TX)

Term of Agreement: January 1, 2010 - December 31, 2010

Oregon Community College Distance Learning (OR)

Term of Agreement: September 1, 2009 - August 31, 2010

INTERMEDIATE ALGEBRA: MODELING THE WORLD

Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - December 31, 2009

Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - December 31, 2009

Milwaukee Area Tech College (WI)

Term of Agreement: January 1, 2010 - December 31, 2012

MASTERING THE COLLEGE EXPERIENCE

Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - August 31, 2010

Oregon Community College Distance Learning (OR)

Term of Agreement: September 1, 2009 - August 31, 2010

MEDIA WAVES: AN INTRODUCTION TO MASS COMMUNICATION

Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - December 31, 2009

THE PHOTOGRAPHIC VISION

City College of San Francisco (CA)

Term of Agreement: January 9, 2010 - May 27, 2010

PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN

Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - December 31, 2009

PSYCHOLOGY: THE HUMAN EXPERIENCE

Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - December 31, 2009

TRANSITIONS THROUGHOUT THE LIFE SPAN

Consortium of Distance Education (NJ)

Term of Agreement: September 1, 2009 - December 31, 2009

HETA of Oklahoma (OK)

Term of Agreement: September 1, 2009 - December 31, 2009

Oregred on 09/28/2009 at 12-07/FMHb/Wickles reeds. Vast apdate on 12/02/2009 by Jobin Rosinguez (

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

Agendailen

3.03.07 Approval of Clinical Contracts - Golden West College

Meeting: 12/09/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action Public Access: Yes

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3.03.07 Approval of Clinical Contracts - Golden West College

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RENEWAL

St. Jude Hospital Standard Clinical Affiliation Agreement Fullerton, CA
January 1, 2010 – December 31, 2010
Compensation – none

Created to 100120/2009 at 12:07/AU 15/Ontetina livin less repetition 12/02/2009 by 100 1/2011 11:02

Additional/Administrative Content

Action Agenda Details

Motion:

Acerdalitem

3.03.08 Approval of Clinical Contracts - Orange Coast College

Meeting: 12/09/2009 Regular Meeting

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

Public Access: Yes

Agenda lien Conience

3.03.08 Approval of Clinical Contracts - Orange Coast College

<u>NEW</u>

Harbor Mesa Dental Center Standard Clinical Affiliation Agreement

Costa Mesa, CA

Term: December 10, 2009, to December 30, 2014

Compensation: None

Pacific Dental Services Standard Educational Clinical Affiliation Agreement

Irvine, CA

Term: December 10, 2009, to December 30, 2014

Compensation: None

Share Our Selves Standard Educational Clinical Affiliation Agreement

Costa Mesa, CA

Term: December 10, 2009, to October 30, 2014

Compensation: None

RENEWAL

Orange Unified School District Standard Educational Clinical Affiliation Agreement

Greatedle, 1/0/25/2009 at 1/2/02/ AM ay Alyma met Minton a basic goodle on a 2/02/2009 by Joy Histon and Joy a

Orange, CA

Term: December 10, 2009, to October 30, 2014

Compensation: None

Additional Administrative Content

3.03.09 Approval of Standard Agreements - Coastline Community College

Meeting:

12/09/2009 Regular Meeting 3. Consent Calendar

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Category: 3. Consent of Agenda Type: Information

Public Access: Yes

Agendailtem Content

3.03.09 Approval of Standard Agreements -**Coastline Community College**

None

3.03.10 Approval of Standard Agreements - Golden West College

Meeting:

12/09/2009 Regular Meeting 3. Consent Calendar

Category: 3. Con Agenda Type: Action

Agenda Type: Action Public Access: Yes

Agerda liem Content

3.03.10 Approval of Standard Agreements - Golden West College

Approve Standard Agreement with GWC Child Development Center/Boys & Girls Club of Huntington Valley for Child Care for CalWORKs Student

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the standard agreement between GWC Child Development Center/Boys & Girls Club of Huntington Valley and the Coast Community College District for covering child care payment for CalWORKs student, Bianca Alvarado, from July 1, 2009 through December 18, 2009. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

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Fiscal Impact: \$4,000 paid from Child Care CalWORKs funds.



CalWORKS Child Care Agreement - ALVARADO.pdf

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·Agenda liem

3.03.11 Approval of Standard Agreements - Orange Coast College

Meeting: 12/09/2009 Regular Meeting

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

Public Access: Yes

Agendailtem Content

3.03.11 Approval of Standard Agreements - Orange Coast College

Authorization to enter into a Standard Agreement between SEIU UHW - West & Joint Employer Educational Fund and the Coast Community College District for the purpose of offering instruction in Biology A210 "General Microbiology."

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between SEIU UHW-West & Joint Employer Educational Fund and the Coast Community College District for the purpose of offering instruction in Biology A210 "General Microbiology" as requested by the company from January 31, 2010, through May 31, 2010. 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.

Fiscal Impact: OCC Extended Education to receive \$51,090 revenue for this contract. Net Proceeds: Math and Science Division to receive 10% of total contract, and OCC Community Education office to receive net proceeds of this program.

Authorization to enter into a Standard Agreement between SEIU UHW - West & Joint Employer Educational Fund and the Coast Community College District for the purpose of offering instruction in English A100 "Freshman Composition."

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between SEIU UHW-West & Joint Employer Educational Fund and the Coast Community College District for the purpose of offering instruction in English A100 "Freshman Composition" as requested by the company from January 31, 2010, through May 31, 2010. 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.

Fiscal Impact: OCC Extended Education to receive \$10,800 revenue for this contract. Net Proceeds: OCC Community Education office to receive net proceeds of this program.

Authorization to Enter Into a Standard Agreement between Orange County Head Start, Inc. and the Coast Community College District. for the purpose of offering instruction in "FEEDING THE YOUNG CHILD (FN145)/LIFE CYCLE NUTRITION: CHILDREN".

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the agreement between Orange County Head Start, Inc. and the Coast Community College District for the purpose of offering instruction in "FEEDING THE YOUNG CHILD (FN145)/LIFE CYCLE NUTRITION: CHILDREN" as requested by the company from January 15, 2010, through June 30, 2010. 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.

Fiscal Impact: OCC Extended Education to receive \$2,475 revenue for this contract. Net Proceeds: OCC Community Education office to receive net proceeds of this program.

Additional Administrative Content

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Agendalitem

3.03.12 Approval of Standard Agreements - District

Meeting:

12/09/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

Acendralien Content

3.03.12 Approval of Standard Agreements - District

It is requested the Board approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2009-2010. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price.

The Board President, or designee is authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

Huffman West Construction California 27071 Aliso Creek Road Suite 225 Aliso Viejo CA 92656

Audio Visual Innovations Inc. 11095 Knott Avenue Suite E Cypress CA 90630

PorterMatt Electric Inc. 5431 Production Drive Huntington Beach CA 92649

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Action Agenda Define

Motion:

3.03.13 Authorization for Purchase of Institutional Memberships - District

Meeting:

12/09/2009 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Agendallen Content

3.03.13 Authorization for Purchase of Institutional Memberships -District

RENEWAL

Name and Acronym: Huntington Beach Chamber of Commerce

Term of Membership: December 1, 2009 through November 30, 2010

Cost: \$309.00

Purpose: Membership will provide access to the city business and industrial base through the activities

and publication of the Chamber.



Acendation

3.03.14 Authorization for Community Activities - Golden West College

Meeting:

12/09/2009 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

Acendalien Content

3.03.14 Authorization for Community Activities - Golden West College

It is recommended that authorization be given for the following non-ADA generating Community Services activities, seminars, workshops, lecture series and/or cultural events and for appointment of lecturers and presenters as indicated at Golden West College. It is further recommended that the Board President or designee be authorized to sign any applicable agreements.

The following not for credit programs will be offered by Community Services throughout fall 2009 and spring 2010. The presenters will be paid a flat fee or on a fee-split based on actual enrollment. (P) = P participant (P) = P flat rate

Professional Experts

MIDDLE SCHOOL MATH WHIZ (AGES 11-13), 12.0 hours, January 4 to June 30, 2010. Presenter Christina Bulat to receive \$37.50 per participant.

Participant Fee: \$88.00. (P) New offering.

PATHOLOGY I, 24.0 hours, January 4 to June 30, 2010. Presenter Elizabeth Burklee to receive \$86.00 per participant.

Participant Fee: \$187.00. (P) First offered in 2007.

PATHOLOGY II, 16.0 hours, January 4 to June 30, 2010. Presenter Elizabeth Burklee to receive \$56.00 per participant.

Participant Fee: \$126.00. (P) First offered in 2008.

BUSINESS SURVIVAL TOOLS FOR SPA/SALON PRACTITIONERS, 9.0 hours, January 4 to June 30, 2010

Presenter Kathy Flippin to receive \$38.00 per participant.

Participant Fee: \$86.00. (P) First offered in 2005.

SELF CARE FOR BODY WORKERS, 6.0 hours, January 4 to June 30, 2010.

Presenter Kathy Flippin to receive \$28.00 per participant.

Participant Fee: \$65.00 and \$5.00 Material Fee. (P) First offered in 2009.

CRANIOSACRAL THERAPY: APPLICATION FOR CHILDREN, 6.0 hours. January 4 to June 30, 2010.

Presenter Jill Mabry to receive \$29.50 per participant.

Participant Fee: \$69.00 and \$18.00 Material Fee. (P) New offering

COUPLES MASSAGE, 6.0 hours, January 4 to June 30, 2010.

Presenter Kathleen Mondello to receive \$45.50 per couple.

Participant Fee: \$99.00 per couple and \$6.00 Material Fee. (P) New offering.

T'AI CHI/QIGONG: CORE, JOINT AND BACK HEALTH, 12.0 hours, January 4 to June 30, 2010.

Presenter Diana Shakarian to receive \$37.00 per participant.

Participant Fee: \$86.00. (P) First offered in 2009.

EFFECTIVE COMMUNICATION STRATEGIES FOR HEALTH & WELLNESS PRACTITIONERS, 6.0

hours, January 4 to June 30, 2010.

Presenter Mary Titus to receive \$35.00 per participant.

Participant Fee: \$81.00. (P) New offering.

INTRODUCTION TO HYPNOSIS, 12.0 hours, January 4 to June 30, 2010.

Presenter Mary Titus to receive \$70.00 per participant.

Participant Fee: \$155.00. (P) New offering.

REIKI, 12.0 hours, January 4 to June 30, 2010.

Presenter Mary Titus to receive \$70.00 per participant.

Participant Fee: \$153.00. (P) New offering.

EVENT PLANNING, AN OVERVIEW, 9.0 hours, January 4 to June 30, 2010.

Presenter Charmaine Wilkerson to receive \$33.00 per participant.

Participant Fee: \$77.00. (P) New offering.

BASIC HOME REPAIR: DOORS, WINDOWS, FLOORS, WALLS, 12.0 hours, January 4 to June 30,

2010.

Presenter Sigrid Wolf to receive \$40.00 per participant.

Participant Fee: \$97.00. (P) New offering.

LANDSCAPE/GARDEN DESIGN, 9.0 hours, January 4 to June 30, 2010.

Presenter Frank Yee to receive \$37.00 per participant.

Participant Fee: \$87.00. (P) First offered in 1999.

Independent Contractors

ONLINE CAREER TRAINING PROGRAMS (Over 100 workshops offered), 12.0 to 700.0 hours, January 4 to June 30, 2010.

Presenter Gatlin Education Services to receive \$495.00 to \$5,095.00 per participant.

Participant Fee: \$595.00 to \$5,595.00 per workshop. (P) New offering.

PASSPORT TO RETIREMENT, 9.0 hours, January 4 to June 30, 2010.

Presenter Thane McCready waives fee.

Participant Fee: \$59.00. (P) First offered in 2005.

Revisions to Previous Board Action

WATERCOLOR WORKSHOP, 18.0 hours, January 4 to June 30, 2010.

Presenter Harvey Clemans to receive \$43.00 per participant or \$82.00 per participant for those who register for two sessions (morning and afternoon 36.0 hours) at the same time.

Participant Fee: \$98.00/session or \$176.00/am & pm session at the same time. (P)

(Revision is to add the am & pm session fee. Previous board approval: May 6, 2009.)

HATHA YOGA, 15.0 hours, January 4 to June 30, 2010.

Presenter Nanc Hemp to receive \$41.00 per participant.

Participant Fee: \$94.00. (P)

(Revision is to change hours and fee. Previous board approval: July 15, 2009.)

SAT PREPARATION SEMINAR, 27.0 hours, January 4 to June 30, 2010.

Presenter Ivy West Educational Services to receive \$200.00 per participant.

Participant Fee: \$255.00. (P)

(Revision is to change hours only. Previous board approval; July 15, 2009.)

INTRODUCTION TO CRANIOSACRAL THERAPY, 12.0 hours, January 4 to June 30, 2010.

Presenter Jill Mabry to receive \$58.00 per participant.

Participant Fee: \$128.00 and \$25.00 Material Fee. (P) (Revision is to change program fee and material fee. Pervious board approval: May 6, 2009.)

ADVANCED MEDICAL INSURANCE BILLING, 5.5 hours, January 4 to June 30, 2010.

Presenter Kris G. Patterson to receive \$39.50 per participant.

Participant Fee: \$88.00 and \$39.00 Material Fee. (P)

(Revision is to change hours only. Previous board approval: July 15, 2009.)

INTRODUCTION TO MEDICAL INSURANCE BILLING, 13.0 hours, January 4 to June 30, 2010.

Presenter Kris G. Patterson to receive \$56.00 per participant.

Participant Fee: \$121.00 and \$69.00 Material Fee. (P)

(Revision is to change hours and fee. Previous board approval: July 15, 2009.)

WORKERS' COMPENSATION AND PERSONAL INJURY BILLING, 5.5 hours, January 4 to June 30, 2010.

Presenter Kris G. Patterson to receive \$39.50 per participant.

Participant Fee: \$88.00 and \$39.00 Material Fee. (P)

(Revision is to change hours only. Previous board approval: July 15, 2009.)

HATHA YOGA, 10.5 hours, January 4 to June 30, 2010.

Presenter Diane Pavesic to receive \$27.00 per participant.

Participant Fee: \$66.00. (P)

(Revision is to change hours and fee. Previous board approval: July 15, 2009.)

ORNATE COILED BASKETRY, 6.0 hours, January 4 to June 30, 2010.

Presenter Nadine Spier to receive \$27.00 per participant.

Participant Fee: \$62.00 and \$27.00 Material Fee. (P)

(Revision is to change fee only. Previous board approval: July 15, 2009.)

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Draft 12/9/09

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Agenda lien

3.03.15 Authorization for Community Activities - Orange Coast College

Meeting:

12/09/2009 Regular Meeting

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

Public Access: Yes

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3.03.15 Authorization for Community Activities - Orange Coast College

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of December 10, 2009 – June 30, 2010. The presenter will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

PROFESSIONAL EXPERTS

COMPARATIVE EARTH ECOSYSTEMS – EARTH IN TRANSITIONS, Fee: \$50, plus \$10 materials fee payable to presenter, 8 hours. Presenters: Dennis Kelly and Karen Baker. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

CULINARY BASICS: GRILLIN' AND CHILLIN', Fee: \$50, plus \$10 materials fee payable to presenter, 4 hours. Presenter: Bryce Benes. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

CULINARY BASICS: HERBS, SPICES AND SEASONINGS, Fee: \$50, plus \$10 materials fee payable to presenter, 4 hours. Presenter: Bryce Benes. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

CULINARY BASICS: REINVENTING LEFTOVERS, Fee: \$50, plus \$10 materials fee payable to presenter, 4 hours. Presenter: Bryce Benes. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

CULINARY BASICS: STOCKS AND SOUPS, Fee: \$50, plus \$10 materials fee payable to presenter, 4 hours. Presenter: Bryce Benes. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

CULINARY BASICS: STOCKS AND SOUPS, Fee: \$50, plus \$10 materials fee payable to presenter, 4 hours. Presenter: Bryce Benes. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

FAA PRIVATE PILOG WRITTEN TEST PREP SEMINAR, Fee: \$250, 20 hours. Presenter: Richard Young. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

FLIGHT SIMULATOR TRAINING, Fee: \$80, 8 hours. Presenter: Richard Young. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

FUN FAST FRENCH, Fee: \$59, 8 hours held at the Costa Mesa Library. Presenter: Katherine Watson. Compensation equals 50% of, the number of participants registered times the program fee minus direct

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costs/administration fee. (P)

ICE CARVING, Fee: \$250, plus \$33 materials fee payable to presenter, 32 hours. Presenter: Thomas Selzer. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

CHEER AND DANCE CONDITIONING, Fee: \$20, 100 hours. Presenters: Mike Reynolds and Dan Sapp. The scope of the class includes conditioning, travel and competitions. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

WOMEN'S CREW CONDITIONING, Fee: \$20, 100 hours. Presenter: Laura Behr. The scope of the class includes conditioning, travel and competitions. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

MEN'S CREW CONDITIONING, Fee: \$20, 100 hours. Presenter: Dave Grant. The scope of the class includes conditioning, travel and competitions. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

<u>Lopes, Kelly</u> to teach English A100 and to provide 72 instructional teaching hours to be paid \$61.887 per instructional hour. Hourly rate paid by SEIU-UHW contract and will not apply toward Lecture Hour Equivalency (LHE). Classes to be held at Orange Coast College.

McLaughlin, Jane to teach Biology A210 and to provide 262 instructional teaching hours to be paid \$69.67 per instructional hour. Hourly rate paid by SEIU-UHW contract and will not apply toward Lecture Hour Equivalency (LHE). Classes will be held at Orange Coast College.

<u>Proctor, TC</u> to teach FN 145 Feeding the Young Child and to 15 instructional teaching hours and to be paid \$53.111 per instructional hour. Hourly rate paid by SEIU-UHW contract and will not apply toward Lecture Hour Equivalency (LHE). Classes will be held at Orange County Head Start, Inc.

INDEPENDENT CONTRACTOR

CAKE DECORATING FOR BEGINNERS, Fee: \$45, plus \$25 materials fee payable to presenter, 8 hours. Presenter: Nicole White. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

FINANCIAL STRATEGIES FOR A SUCCESSFUL RETIREMENT, Fee: \$49/\$69 per couple plus \$15 materials fee payable to presenter, 6 hours. Presenter: Barbie Stowell.Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

FOR THE LOVE OF SILK – SQUIGGLES & STREAKS PART 1, Fee: \$68, plus \$15 materials fee payable to presenter, 5 hours. Presenter: Beverly Hicks. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

FOR THE LOVE OF SILK – PAINTING WITH THICKENED ACID DYES OVERPRINTING WITH SQUIGGLES & STREAKS TECHNIQUE, Fee: \$68, plus \$15 materials fee payable to presenter, 5 hours. Presenter: Beverly Hicks. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P) (

FOR THE LOVE OF SILK – SARAN WRAPPED SILK SCARVES WITH OVERPRINTING, Fee: \$68, plus \$15 materials fee payable to presenter, 5 hours. Presenter: Beverly Hicks. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

MAKE MONEY IN TODAY'S REAL ESTATE FORCLOSURE MARKET (No-Host lunch and optional tour upon availability), Fee: \$49/\$79 per couple plus \$25 materials fee payable to presenter, 8 hours. Presenter: Marshall Reddick Seminars. Compensation equals 50%, of the number of participants

registered times the program fee minus direct costs/administration fee. (P)

LEARN HOW TO EAT, SPEAK AND DRINK THE ITALIAN WAY – TUSCAN CUISINE, Fee: \$150, 2 hours to be held at the Orange County Wine and Food Center. Presenter: OC Wine and Food Center. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

LEARN HOW TO EAT, SPEAK AND DRINK THE ITALIAN WAY – BAKING & PASTRY, Fee: \$150, 2 hours to be held at the Orange County Wine and Food Center. Presenter: OC Wine and Food Center. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

LEARN HOW TO EAT, SPEAK AND DRINK THE ITALIAN WAY – REGIONAL CUISINE, Fee: \$150, 2 hours to be held at the Orange County Wine and Food Center. Presenter: OC Wine and Food Center. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

LEARN HOW TO EAT, SPEAK AND DRINK THE ITALIAN WAY – WINE APPRECIATION, Fee: \$150, 2 hours to be held at the Orange County Wine and Food Center. Presenter: OC Wine and Food Center. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

Additional/Administrative Contents
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ACQUELLE IN

3.03.16 Authorization for Sailing Program - Orange Coast College

Meeting:

12/09/2009 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Agendatiem Contended.

3.03.16 Authorization for Sailing Program - Orange Coast College

The following non-credit classes will be offered by the Marine Programs Office during the period of December 10, 2009 - June 30, 2010. The presenters will be paid at a fixed rate or percentage of income based on actual enrollment. Instructor fees will be charged against individual ticket budget numbers and paid from Sailing Center funds. (P)=percentage and (F) =flat rate.

PROFESSIONAL EXPERTS

Professional Expert: Christopher Lee Hamel

Professional Services:

- 1. To provide specialized marine maintenance and repair to OCC's Magnitude 80 and provide general support for the boat.
- To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.

Schedule: To be determined based on program needs.

Rate: \$30.00/hr

Funding Source: To be paid an amount NTE \$5,000 from Sailing Center Funds.

MAGNITUDE 80 COURSES

MAGNITUDE DAY SAIL, Fee: No fee to eligible students, 1 day - dates tba. MARCH NEWPORT TO SAN DIEGO; Fee: No fee to eligible students, 2 days NEWPORT TO ENSENADA, APRIL 23-25, 2010; Fee: No fee to eligible students, 3 days OPENING DAY RACE, MAY 1, 2010; Fee: No fee to eligible students, 1 day NEWPORT TO SAN DIEGO, JULY 2010; Fee No fee to eligible students, 2 days LONG POINT SERIES, AUG 2010; No fee to eligible students, 3 days 14 MILE BANK RACE, OCT 2010; No fee to eligible students, 1 day NOV-DEC, 2010 HOT RUM SERIES; No fee to eligible students, 3 days

Courses to be taught aboard OCC's racing yacht Magnitude 80.

PRESENTERS: Scott Culver, Brian Kfoury, Vito J. Macchia, Robert Profeta, Karen Prioleau, Kirk Schuler, Bruce W. Tice, Robert White, Mark Templin, Keith Kilpatrick, Christopher Hamel, Hogan Beatie. Steve Dodd, Robert Dalrymple (F)

Skippers at \$350-\$500, Mates at \$100-\$200, and cooks at \$60-\$120 per day. All transportation and meal expenses for approved staff and students to be paid for by the Sailing Center at no cost to the District (F)

SPECIAL EVENTS

Sailing Program to participate with a booth display and/or in-the-water display in the 2010 Fred Hall Fishing & Boat Show, Newport Boat Show, Sail Expo, Long Beach Boat Show, Dana Point Boat Show and additional Boat Shows as may be deemed appropriate and beneficial to the program.

Presenters: Sheri Crowe, Richard Crowe, Mette Segerblom, Julie Myers, Robert Profeta, Robert Dalrympie, Karen DeClue Prioleau, Barbara Marrett, Erik Klopfenstein, Vito Macchia, Marc Hughston, Brian Kfoury, Marcus MacKenzie, Kathryn Sink, Victoria Hubbard, John Patterson, Mary Menninger, Anne Marie Thompson, Christopher McNally and SCA Volunteers. Boat show expenses to be paid for by the Sailing Center. All transportation, lodging and meal expenses for all approved staff and volunteers to be paid for by the Sailing Center at no cost to the District (F)

Orange Coast College School of Sailing & Seamanship staff to operate OCC Foundation owned vessels for the purpose of repair, fueling, training, vessel orientation and sea trials during fiscal year 2009-2010. Total expenses NTE \$1,000 to be paid from Sailing Center funds to include supplies. Other college-related activities/events may be arranged pending availability and only if funded by non-general fund dollars (Foundation, ASOCC, ancillary, District ancillary, other)

Additional Administrative content

3.04 Personnel Items

Meeting: 12/09/2009 Regular Meeting 3. Consent Calendar

Category: 3. Consent of Agenda Type: Information

Public Access: Yes

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3.04 Personnel Items

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Additional Administrative Content 🦠 🖖

Action Accidentation

Motion:

3.04 PERSONNEL ITEMS

3.04.01 Authorization for Leaves of Absence

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

Revision

Wood, Melanie, OCC, Clerk, Sr, Classified Unit, 100% intermittent LOA/wop under the Family and Medical Leave Act of 1993, extend end date from 09/15/09 to 04/06/10.

3.04.02 Authorization for Schedule Changes, Classified Staff

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

Permanent Schedule Changes

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>From</u>	<u>To</u>	Start Dt
Ader, Dianna	GWC	Cosmetology Receptionist	11 mo	12 mo	07/01/10
Ellis, Jodi	GWC	Cosmetology Dispensary Tech	11 mo	12 mo	07/01/10
Powers, Julie	GWC	Cosmetology Dispensary Tech	11 mo	12 mo	07/01/10

On Call, As Needed Hours Over Contract

Name	Loc	<u>Title</u>	<u>From</u>	<u>To</u>	Start Dt
Prohaska, Cheryl	GWC	Classroom Interpreter 3		HOC	

3.04.03 Authorization for Changes in Salary Schedules

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

Classified

Classification	<u>Range</u>	<u>Changes</u>
Student Financial Aid Assistant III	E-46	Add to schedule effective 12/10/09

3.04.04 Authorization for Professional Experts

It is recommended that authorization be given for the following professional experts:

Professional Experts over \$10,000.00

<u>Famolaro</u>, Felix A., OCC, to provide services for Technology Division Office, for the period 11/19/09 to 12/18/09, to be paid by timecard at \$10.00 per unit, 275.63 units per week, for 4 weeks, compensation to be \$11,025.00.

<u>Gibson, Johnny</u>, CCC, to provide information technology for the new Rapid Response Special Project serving small businesses, for the period 01/10/10 to 04/09/10, to be paid by timecard at \$10.00 per unit, 170 units per week, for 12 weeks, compensation to be \$20,400.00

<u>Herrera, Patrick, CCC</u>, to provide ESL curriculum development and not-for-credit educational ESL training program to SureFire, LLC employees, for the period 12/10/09 to 06/30/10, to be paid by timecard at \$100.00 per unit, 5 units per week, for 30 weeks, compensation to be \$15,000.00.

Herrera, Patrick, CCC, to provide ESL curriculum development and not-for-credit educational ESL training

program to Kingston Technology Company, Inc. employees, for the period 12/10/09 to 06/30/10, to be paid by timecard at \$100.00 per unit, 5 units per week, for 30 weeks, compensation to be \$15,000.00.

Manrose, Carolina, CCC, to provide marketing and business planning for the new Rapid Response Special Project serving small businesses, for the period 01/10/10 to 04/09/10, to be paid by timecard at \$10.00 per unit, 170 units per week, for 12 weeks, compensation to be \$20,400.00

Martinez, Irene, CCC, to provide finance and business coaching services for the new Rapid Response Special Project serving small businesses, for the period 01/10/10 to 04/09/10, to be paid by timecard at \$10.00 per unit, 170 units per week, for 12 weeks, compensation to be \$20,400.00

Salinas, Sallie, CCC, to provide implementation and to oversee the new Rapid Response Special Project serving small businesses, for the period 01/10/10 to 04/09/10, to be paid by timecard at \$10.00 per unit, 200 units per week, for 12 weeks, compensation to be \$24,000.00.

<u>Valles. Martin</u>, CCC, to serve as an assistant in post production for the new Geology Telecourse and to convert files for Moodle and the database repository, for the period 12/10/09 to 06/09/10, to be paid by timecard at \$100.00 per unit, 6 units per week, for 25 weeks, compensation to be \$15,000.00.

Wordes, John, GWC, to assist in the coordination and facilitation of special events/projects including College Preview Day, Scholarship and Awards Convocation, Chicano/Latino Day, Gaia Fund Raiser, Commencement, Editor for Wavelength (GWC internal newsletter/magazine), and photographic support for GWC and Wavelength, for the period 02/01/10 to 05/30/10, to be paid at \$100.00 per unit, 7.188 units per week, for 16 weeks, compensation to be \$11,500.00.

Young, Gary, CCC, to serve as a Systems Analyst/Programmer for special project applications, for the period 12/10/09 to 03/09/10, to be paid by timecard at \$100.00 per unit, 11.072 units per week, for 14 weeks, compensation to be \$15,501.00.

Other Professional Experts

<u>LaBounty</u>, <u>Jennifer</u>, OCC, to provide student workshops for the College Re-Entry Center, for the period 12/10/09 to 05/30/10, to be paid by timecard at \$10.00 per unit, 6.52 units per week, for 23 weeks, compensation to be \$1,500.00.

Nieman, Michelle, CCC, to provide instructional design and technical writing/editing services for the instructional Systems Development website and brochure, for the period 12/10/09 to 02/09/10, to be paid by timecard at \$100.00 per unit, 1.36 units per week, for 10 weeks, compensation to be \$1,360.00.

Ruzzi, Nicholas, DIST, to implement and evaluate a hands-on project for a high school classroom in partnership with Coastline Community College's Digital Media Arts program, as part of the SB70/SB1133 CTE Community Collaborative Year Two Grant, for the period 01/07/10 to 06/15/10, to be paid by timecard at \$100.00 per unit, .952 units per week, for 21 weeks, total compensation to be \$2,000.00.

<u>Vierstra, Donald, CCC</u>, to provide Graphic Design for Instructional Systems Development courses, for the period 01/01/10 to 03/31/10, to be paid by timecard at \$100.00 per unit, 4.625 units per week, for 12 weeks, compensation to be \$5,550.00.

Worden, Mark, CCC, to provide instructional design of the Second Life Virtual Hospital for the Technology Grant, for the period 12/10/09 to 06/30/10, to be paid by timecard at \$10.00 per unit, 5 units per week, for 30 weeks, compensation to be \$1,500.00.

Revision to Previous Board Action

<u>Carpenter, William</u>, DIST, to complete the research and development of the District-wide Degree Audit Project, extend the end date from 12/31/09 to 05/31/10, to be paid by timecard at \$100.00 per unit, 5 units per week, for 20 weeks, increase compensation from \$15,000.00 to \$25,000.00.

3.04.05 Approval of Classified Staff Longevity Payments

It is recommended that the individuals listed below be granted a longevity payment consistent with Board rules and regulations in the amounts indicated for the 2008-09 and 2009-10 year and authorization given to make necessary additions and changes, such to be brought for validation at future board meetings.

2008-09 Addition					
Emp Name	Senr Date	Senr Amt	Long Pct	<u>FTE</u>	Long Amt
Nguyen, Julie	6/01/2004	4y 6m	1.50	1.000	364.05
2009-10 Additions					
Emp_Name	Senr_Date	Senr Amt	Long Pct	FTE	Long Amt
Leachman, Robert	3/28/2005	4y 9m	1.50	1.000	364.05
Nguyen, Julie	6/01/2004	5y 6m	1.50	1.000	364.05

Longevity = \$1,095.15

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3.05 ADDITIONAL PERSONNEL ITEMS

Meeting:

12/09/2009 Regular Meeting 3. Consent Calendar

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Category: 3. Consent of Agenda Type: Information

Public Access: Yes

3.05 ADDITIONAL PERSONNEL ITEMS

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3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting: 12/09/2009 Regular Meeting

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

Public Access: Yes

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3.05.01 Authorization for Independent Contractors - Coastline Community College

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

IC Name: Rakochy, Wendy A.

Services: Serving as a video producer for the media components of the Online Introduction to Physical

Geology course

Payment Schedule/Compensation: 64 days @ \$231/day; NTE \$14,784

Term of Agreement: January 1, 2010 – March 31, 2010 Source of Funding: Funds received in support of this project

IC Name: Launch Pad Careers, Inc.

Services: On-the-Job-Training Placement and Team Training

Payment Schedule/Compensation: NTE \$ 24,000; \$750 per placement, \$250 bonus after 30 days

continuous employment after the On-the-Job Training assignment ends.

Term of Agreement: December 10, 2009 - June 30, 2010

Source of Funding: One-Stop Center funds

(Revision is to change the scope of the project to 24 On-the-Job-Training Placements, success bonus and

Team Training. Prior Board Approval: 6/17/09)

IC Name: Virginia McDermott

Services: Development of seven online lessons

Payment Schedule/Compensation: 7 lessons @ \$1200/lesson; total contract amount NTE \$10,675

Term of Agreement: December 10, 2009 – June 30, 2010

Source of Funding: ISD ancillary funds

(Revision is to increase assignment and NTE figure by \$8400. Prior Board Approval: 8/5/09)

Under \$10,000

IC Name: TechRoom, Inc.

Services: Service work provided on MAC computers

Payment Schedule/Compensation: As invoiced; NTE \$10,500 Term of Agreement: December 10, 2009 – June 30, 2010 Source of Funding: Graphics and Publications funds

IC Name: Kimberly Whitt

Services: Develop and review content and other possible interactions, review drafts of participant

workbook, final review of project for the ESL for Nurses project

Payment Schedule/Compensation: 6 lessons at \$500/lesson; NTE \$3000

Term of Agreement: December 10, 2009 - June 30, 2010 Source of Funding: Technology-based Learning Initiative grant IC Name: Scharf, Rhonda; On The Right Track Training and Consulting

Services: Trainer/Speaker

Payment Schedule/Compensation: Invoiced upon workshop completion; NTE \$3980

Term of Agreement: January 28-29, 2010 Source of Funding: Staff Development funds

IC Name: Pina, Jo Ann

Services: Provide curriculum development and training for not-for-credit Customer Service Academy, Sales and Marketing, and other Professional Development Military/Contract Education Programs

Payment Schedule/Compensation: \$75/hr upon invoice; NTE \$2,500

Term of Agreement: December 10, 2009 – June 30, 2010 Source of Funding: Contract Education ancillary funds

IC Name: Donahue, Jeremy K.

Services: Creating interactive activities for the Online Introduction to Physical Geology course

Payment Schedule/Compensation: 15 interactive activities @ NTE \$200/interactive activity; NTE \$3,000

Term of Agreement: December 10, 2009 – June 30, 2010 Source of Funding: Funds received in support of this project

IC Name: Fox, Jim

Services: Providing photographic images for the Online Introduction to Physical Geology course and

textbook

Payment Schedule/Compensation: 40 images @ \$50/image; NTE \$2,000

Term of Agreement: December 10, 2009 – June 30, 2010 Source of Funding: Funds received in support of this project

IC Name: Ainis, Jeffrey

Services: Revision and final editing of World Music course

Payment Schedule/Compensation: Invoice on completion; NTE \$775

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Term of Agreement: December 10, 2009 — June 30, 2010

Source of Funding: ISD ancillary funds

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3.05.02 Authorization for Independent Contractors - Golden West College

Meeting: 12/09/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action Public Access: Yes

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3.05.02 Authorization for Independent Contractors - Golden West College

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

IC Name: Digital Outpost, Inc.

Services: Post production of original video from First Responders to Juvenile Sex Crimes project

Payment Schedule/Compensation: Editing=\$28,390; DVD check disc = \$13,810; Replication/packaging =

\$5,450 NTE: \$47,650, onetime payment per invoice upon completion.

Term of Agreement: December 10, 2009 - April 30, 2010

Source of Funding: Grant funds provided by the O.C. Probation Dept. (GWC Learning Resources and

Distance Learning Division Trust Account)

IC Name: Giblin, Michael

Services: To provide management of program, student records and program budget for Auto Tech

Program

Payment Schedule/Compensation: \$1,915/month per monthly invoice, NTE \$16,500

Term of Agreement: December 10, 2009 - June 30, 2010

Source of Funding: WIB-ARRA Grant funds

UNDER \$10,000

IC Name: Tiller Constructors

Services: Install power column systems

Payment Schedule/Compensation: NTE \$5,649, onetime payment to be paid upon completion,

department approval, and receipt of invoice Term of Agreement: January 2 – March 31, 2010

Source of Funding: Foundation funds

IC Name: JPM Audio

Services: Sound designer and operator for music choral concerts

Payment Schedule/Compensation: Onetime payment NTE \$500 payable within 30 days of performance

80

Term of Agreement: November 19, 2009 to June 30, 2010

Source of Funding: Music/Choral Trust funds

(Revision is to change the IC name from Jean-Pierre Michelou to JPM Audio. Prior Board approval:

11/19/09)

Additional/Administrative@onem

Agenda Item

3.05.03 Authorization for Independent Contractors - Orange Coast College

Meeting: 12/09/2009 Regular Meeting

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

Public Access: Yes

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3.05.03 Authorization for Independent Contractors - Orange Coast College

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

IC Name: Barnhart, Edwin Dr. Date: December 3, 2012

Services: Distinguished Speaker Fall Keynote

Payment Schedule/Compensation: To be paid a \$500 deposit for December 3, 2012 presentation; remainder of total fee of \$4,500 to be paid after presentation upon receipt of invoice, to include mileage

and hotel accommodations, from Staff Development Distinguished Speaker ancillary funds

IC Name: Esperanza, Mike

Date: January 4, 2010, through May 7, 2010

Services: Guest artist to choreograph an original work for OCC students to perform at the annual OCC

Student Dance Concert to be held May 7 and 8, 2010

Payment Schedule/Compensation: One-time payment of \$2,000 for dance choreography to be paid upon

completion and receipt of invoice from ASOCC funds

IC Name: Suconick, David Date: December 10-17, 2009

Services: Provide video editing and production of DVD compilation of past OCC dance concerts Payment Schedule/Compensation: To be paid a one-time fee of \$600 upon completion and receipt of invoice; video editing services \$300 and production of completed DVD copies \$300 to be paid from

ancillary funds

IC Name: West, Gordon

Date: January 1, 2010, to June 30, 2010

Services: Provide instruction for OCC's Marine Radio Operator's Permit Course

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Payment Schedule/Compensation: To be paid an amount NTE \$2,500 at a rate of 50% after direct cost

per class from Sailing Center funds upon submission of invoice

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3.06 FINANCIAL APPROVALS

Meeting:

12/09/2009 Regular Meeting 3. Consent Calendar

Category: 3. Co

Agenda Type: Information Public Access: Yes

Agenda Item Content

3.06 Financial Approvals

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Additional Administrative Content

3.06.01 Approval of Purchase Orders

Meeting:

12/09/2009 Regular Meeting

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Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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3.06.01 Approval of Purchase Orders

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Additional Administrative Content

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0318705	CW Driver Construction mgmt services for OCC Student Center renovation (GOB) Board Date:	OCC-GB	6260	327,047.00
P0318821	09/02/09 Systems Technology Associates Inc Computer server for Information Technology.	DIS	6401	95,341.60
P0318900	Board Date: 11/18/09 Trend Offset Printing Printing Spring 2010 Class Schedules and Distance Learning (combo) Bid # 1944.	ccc	4321	70,120.00
P0318832	Board Date: 01/16/08	DIS	5638	63,978.67
P0318846	and hardware Community College League of Calif	occ	5699	55,461.00
P0318851	Electronic Database Cooperative Purchasing Program Apple Computer Inc	GWC	5638	50,460.69
P0318801	Desktop computers for Career Tech Ed Division. Dallas Co Comm Coll Dist	ccc	5748	30,360.00
P0318818	Renewal of 7 Coastline Telecourses. Professional Plumbing Inc Emergency gas line repair for 6 Horticulture	OCC-GB	5899	24,500.00
P0318751	Green House heaters (GOB) South OC Comm College Dist Services for Governor's Career Tech Ed	DIS	5899	16,110.00
P0318805	initiative. Board Date: 07/15/09 North OC Comm College District SB70/SB1133 Career Tech Education Grant	DIS	5899	16,110.00
P0318760	program. Board Date: 07/15/09 Stryker Sales Corp 4 each emergency evacuation chairs	OCC-GB	6411	13,311.00
P0318806	Intelecom License renewal for distance learning courses	CCC	5748	13,058.00
P0318819	Judge Netting Inc Safety netting for softball field at Adams Ave (GOB)	OCC-GB	6129	12,900.00
P0318899	Graphic Edge Graphic Designs online lessons	occ	5899	11,000.00
P0318905	Oracle USA Inc Software update and service maintenance agreement	DIS	5638	10,817.47
P0318895	Orange County Printing Open PO for printing	ccc	4310	10,000.00
P0318878	Hobsons Int'l Publications	CCC	5899	9,615.00

P0318762	Digital Networks Group Inc	OCC-GB	6412	8,110.52
P0318745	Harland Technology Services	OCC	5638	6,068.00
P0318904	Evisions Inc	DIS	5638	5,939.00
P0318757	Digital Networks Group Inc	DIS	5650	5,676.59
P0318817	Reliable Elevator of OC	OCC	5650	5,239.00
P0318816	Coast Construction	occ	5650	5,000.00
P0318827	Landscape Center	OCC-GB	´ 5899	4,520.00
P0318901	RFX Inc	OCC	5699	4,498.00
P0318710	Fisher Scientific	OCC	4312	4,399.74
P0318758	Coast Construction	DIS	5650	3,972.00
P0318812	Academic Senate	OCC	5320	3,832.56
P0318850	•	OCC	4312	3,755.08
P0318729	OCLC Inc	OCC	5110	3,200.00
P0318823	•	GWC	6301	3,184.37
P316813	Carroll Promotions Inc	DIS	4312	3,092.88
P0318784	, ,	OCC	4312	3,000.00
P0318874	DSC Consulting	OCC	5850	3,000.00
P0318881	Carolina Biological Supply	CCC	4312	2,742.88
P0318749	Office Depot	OCC	4312	2,675.29
P0318792	Bus West	TRANS	5657	2,500.00
P0318747		DIS	4312	2,474.57
P0318902	Computerland of Silicon Valley	OCC	5699	2,205.45
P0318791	Memory Suppliers Inc	OCC	4312	2,107.03
P0318837	Fisher Scientific	OCC	4312	2,062.00
P0318706	Xcelerators Consulting	CCC	5899	2,000.00
P0318783	Pacific Maritime Institute	OCC	5899	2,000.00
P0318822		GWC	5657	2,000.00
P0318828	Sasco	OCC-GB	5899	1,965.10
P0318796	Carolina Biological Supply	OCC	4312	1,964.14
P0318746	OCB Reprographics	occ	4312	1,929.00
P0318759	Blue Sky Outfitters	000	4312	1,911.13
	Laerdal Medical Corp	OCC	4312	1,890.08
P0318810	Nebraska Scientific	OCC	4312	1,850.82
P0318769	<u> </u>	000	4312	1,814.06
P0318788	Walters Wholesale Electric Co	GWC	6301	1,809.04
P0318889	Flinn Scientific Inc	000	4312	1,808.70
P0318734		CCC	4312	1,803.02
P0318903		000	4312	1,769.48
P0318781	Fisher Scientific	CCC	5320	1,712.81
P0318730	Roger Higgins & Associates	000	4312	1,693.16
P0318730	Fisher Scientific	000	4312	1,688.97
P0318826	Creasian Overseas Trade Inc	CCC	4312	1,637.46
P0318820	ECS Imaging Inc	GWC	6411	1,596.46
P0318896	CDWG	DIS	4312	1,578.46
P0318814	ConnectedSign LLC	DIS ·	4315	1,460.76
P0318771	Troxell Communication Inc	DIS	5699	1,439.85
1 00 1077 1	TIONER COMMINIMENTALION INC	CCC	4312	1,411.58

Purchase Orders

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P0318713	Waxie Sanitary Supply	OCC	4312	1,390.91
P0318829	Office Depot	occ	4312	1,200.00
P0318868	Exacta Dental Products Inc	occ	4312	1,192.98
P0318831	Dell Higher Education	occ	4312	1,185.17
P0318716	Klopfenstein Art Equipment	OCC	4312	1,151.32
P0318721	Henry Schein Inc	occ	4312	1,145.38
P0318778	VWR International Inc	OCC	4312	1,063.92
P0318875	Library Store Inc	OCC	4312	1,061.16
P0318825	Southwest Windpower Inc	GWC	6411	1,050.10
P0318707	Surface Decking Co	occ	6120	1,000.00
P0318857	Fry's Electronics	CCC	4312	1,000.00
P0318858	Fry's Electronics	CCC	4312	1,000.00
P0318718	Guitar Center Inc	OCC	4312	996.57
P0318830	Sehi Computer Products Inc	OCC	4312	986.21
P0318824	Baker & Taylor	GWC	6301	975.56
P0318726	Drew & Associates	OCC	5899	933.34
		CCC		
P0318774			5899	933.00
P0318848	Office Depot	CCC	4312	899.17
P0318790	Walters Wholesale Electric Co	occ	4312	887.45
P0318743	Xerox Corp	OCC	5682	886.80
P0318877	Sears Commercial One	OCC	4312	870.64
P0318838	A Daigger Co	OCC	4312	842.42
P0318833	Oceanside Photo & Telescope	000	4312	825.63
P0318789	Walters Wholesale Electric Co	OCC	4312	805.92
P0318799	Hoover Printing & Lithography Inc	DIS	4321	780.83
P0318755	Digital Networks Group Inc	occ	4312	771.04
P318766	Harland Technology Services	OCC	5638	767.00
P0318865	Henry Schein Inc	OCC	4312	730.79
P0318722	Henry Schein Inc	occ	4312	669.04
P0318844	Workplace Resource	occ	4312	657.94
P0318813	Henry Schein Inc	occ	4312	577.02
	Henry Schein Inc	OCC	4312	576.27
	Fisher Scientific	OCC	4312	575.82
P0318787		OCC	4312	569.45
P0318847	Hoover Printing & Lithography Inc	OCC,	4321	565.50
P0318724	Tri-Anim Health Services	occ	4312	565.09
P0318770	VWR International Inc	GWC	4312	563.24
P0318782	World Point	OCC	4312	561.69
P0318717	Fox Valley Systems	OCC	4312	549.12
P0318744	Office Depot	OCC	4312	528.36
P0318862	Stanley Convergent Security Solutions Inc	DIS	5638	528.00
P0318720	Henry Schein Inc	occ	4312	506.73
P0318836	Carolina Biological Supply	occ	4312	500.00
P0318740	Enco Manufacturing Co	occ	4312	494.03
P0318856	Pearson VUE	CCC	4312	489.38
P0318733	Lowe's Home Improvement	OCC	4312	481.33
P0318843	Emergency Medical Products Inc	OCC	4312	480.47
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P0318840	VWR International Inc	OCC	4312	478.66
P0318752	CDWG	DIS	4312	461.99
P0318756	GovConnection Inc	DIS	4315	456.75
P0318737	ACHRO/EEO	TRANS	5320	450.00
P0318732		OCC	4312	441.97
	•			
	Exacta Dental Products Inc	OCC	4312	441.20
P0318872		occ	4312	425.58
P0318750	•	OCC	4312	411.03
P0318712	Iron Grip Barbell Co	OCC	4312	409.99
P0318794	Weaver & Co	occ	4312	403.50
P0318785	Walters Wholesale Electric Co	occ	4312	402.27
P0318892		CCC	4315	400.20
P0318803	•	occ	4312	
	•			397.84
P0318863	Columbia Dentoform Corp	occ	4312	396.44
P0318753		DIS	4312	396.20
P0318748	9	OCC	4312	385.31
P0318708	OCLC Inc	occ	5110	380.84
P0318809	Wall Street Journal	CCC	5306	379.54
P0318779	McKesson Medical Supplies	occ	4312	367.50
P318380	Keenan & Associates	OCC-GB	5472	366.00
P0318867		OCC	4312	358.84
P0318866		OCC	4312	
P0318775	•			358.79
		OCC	4312	343.60
P0318798	•	OCC	4312	342.56
P0318853	•	DIS	4312	336.07
P0318795	Pivot Point International Inc	occ	4312	327.59
P0318811	OCLC Inc	OCC	5110	319.59
P0318842	Information Today Inc	OCC	6301	318.55
P0318854	HB Chamber of Commerce	DIS	5320	309.00
P0318741	Tustin Awards Inc	OCC	4312	300.00
P0318715	Aardvark Clay Supply	occ	4312	293.80
P0318739	Professional Indexes & Files	DIS	4312	288.73
P0318882	Carolina Biological Supply	CCC	4312	287,40
P0318845	_ ,,,,			
	Digital Networks Group Inc	000	4677	280.64
P0318765	Dukane AV Service	OCC	4677	280.56
P0318855	B & P Services Inc	DIS	5657	280.00
P0318839	Key Scientific Products	OCC	4312	264.36
P0318714	American Red Cross	OCC	4312	261.00
P0318849	Office Depot	OCC	4312	256.00
P0318807	CSCCU	CCC	5320	250.00
P0318898	Ingardia Brothers Produce Inc	OCC	4312	250.00
P0318885	Wards Natural Science	CCC	4312	
P0318754				236.96
	Corporate Business Interiors Inc	000	4312	232.71
P0318736	Acer Springwood Industrial Inc	000	5657	228.38
P0318880	Triarch Inc	CCC	4312	213.91
P0318802	Sehi Computer Products Inc	DIS	4312	213.56
P0318893	Sehi Computer Products Inc	CCC	4315	210.06

P0318709	Young Owl, Marcus	CCC	5112	200.00
P0318731	Follett Higher Education Group Inc #1094	occ	4312	200.00
P0318891	CCC Bookstore	CCC	4312	200.00
P0318767	Baudville Inc	OCC	4312	193.87
P0318876	Gaylord Bros Inc	occ	4312	173.99
P0318786	Tri-Anim Health Services	occ	4312	171.81
P0318723	Henry Schein Inc	occ	4312	163.10
P0318815	Dakota Int'i Trading LLC	DIS	6411	161.29
P0318835	Crown Ace Hardware	OCC	4312	150.00
P0318763	Baudville Inc	DIS	4321	146.38
P0318764	Demco Inc	OCC	4312	136.15
P0318776	Carolina Biological Supply	OCC	4312	135.93
P0318879	Fisher Scientific	CCC	4312	132.33
P0318804	Office Depot	DIS	4312	129.86
P0318735	Time Clock Sales & Service	DIS	4312	128.00
P0318870	Follett Higher Education Group Inc #1094	occ	4312	122.37
P0318852	Office Depot	DIS	4312	114.14
P0318742	Xerox Corp	DIS	4312	113.10
P0318897	Wards Natural Science	occ	4312	110.86
P0318793	Integra Lifesciences Corp	occ	4312	100.70
P0318797	Calif Tool Welding Supply	OCC	5657	100.00
P0318869	Library Store Inc	OCC	4312	98.25
P0318777	A Daigger Co	OCC	4312	97.89
P0318894	Hitt Marking Devices Inc	OCC	4312	80.90
P0318728	Highsmith	OCC	4312	77.23
P0318841	Tri-Anim Health Services	occ	4312	76.56
P0318808	So Cal Intersegmental Articulation Council	CCC	5320	75.00
P0318886	Wards Natural Science	CCC	4312	73.21
P0318727	Demco Inc	OCC	4312	67.22
P0318888	Flinn Scientific Inc	CCC	4312	60.73
P0318890	Hitt Marking Devices Inc	DIS	4312	47.04
P0318834	Wilco Supply	OCC	4312	45.02
P0318883	Frey Scientific/School Specialty Inc.	CCC	4312	41.11
P0318800	Dell Higher Education	OCC	4312	34.26
P0318711	Hitt Marking Devices Inc	OCC	4312	23.48
P0318887	Fisher Scientific	CCC	4312	19.49
P0318780	Hitt Marking Devices Inc	DIS	4312	18.81
P0318772	Baudville Inc	DIS	4321	10.50
	Total			\$1,021,877.31

Object Code Legend

3000-3999 Staff Benefits 4200-4299 Books, Replacement of 4300-4799 Supplies/Printing 5100-5199 Consultants/Lecturers

Purchase Orders

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	Fauinment New/Replacement

Acendallem

3.06.02 Ratification/Approval of Checks

Meeting:

12/09/2009 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Agende item Content.

3.06.02 Ratification/Approval of Checks

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NUMBER	NAME OF VENDOR	AMOUNT
0137612	PacifiCare of California	540,674.74
	Medical Premiums	ŕ
0136647	Medco Health Solutions Inc	313,840.03
	Medical Prescription Claims	
0137375	ACSIG Dental / Edge	273,128.30
	Dental Claims and Admin Fees	
0137607	Kaiser Permanente	252,522.03
	Medical Premiums	
0137498	Medco Health Solutions Inc	235,519.82
	Medical Prescription Claims	
0136764	Coast Community College Dist.	187,251.36
	Medical Claims	
0136670	Constellation New Energy Inc	174,518.88
	Electricity district wide	
0137376	Coast Community College Dist.	170,044.59
0.4077.000	Medical Claims	
0137609	Keenan & Associates	169,039.00
0400045	Protected Insurance Program for Schools	
0136645	Coast Community College Dist.	153,981.97
0426500	Medical Claims	110 100 05
0136532	Computerland of Silicon Valley Microsoft software license district wide	143,183.25
0136782	Blackboard Inc	447.040.00
0130702	Software license and service maintenance	117,640.00
0137496	Coast Community College Dist.	406 070 00
0137490	Medical Claims	106,070.28
0136686	GWC Bookstore	97 652 22
0100000	EOPS Students	87,652.23
0137580	The Irvine Co/CBC III-V	86,917.04
3.0.000	Lease payments for One-Stop Center, Irvine	00,017.04
0136649	Reliastar Life Insurance Co	85,732.75
	Life Insurance Premiums	00,102.10
0136665	CCCD Student Refunds	81,815.28
	Student refunds	0.,010.20
0136575	Southern Calif Edison Co	78,564.53
	Electricity district wide	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
0136650	Reliastar Life Insurance Co	76,645.50
	Reinsurance Premiums	
0136561	OC Sanitation District	72,732.00
	09-10 Sewer user fees	
0136527	CCCD Student Refunds	50,901.40
	Student refunds	•
0136840	Painting and Decor LTD	48,825.00
	College Center Exterior Metal Panels Restoration	
0137399	Burke, Williams & Sorensen, LLP	43,458.45
	District Legal Services	

0136648	Reliastar Life Insurance Co	41,077.72	
	Long Term Disability Premiums	•	
0136714	Official Payments Corp	29,678.32	
	Credit card processing fees		
0137605	Delta Health Systems	28,008.50	
	Administrative Fees		
0137466	Systems Technology Associates Inc	26,424.00	
	Service maintenance agreement renewal for HP server		
0136820	OC Treasurer- Tax Collector	26,208.58	
	Property taxes for OCC		
0136608	College Board/Cues Softwr Svcs	25,851.00	
	Service maintenance agreement for GWC		
0137526	Goodwill Industries of OC	23,100.00	
0136614	Harry & Grace Steele Chid Ctr	22,192.70	
0136756	Xerox Corp	22,156.62	
0137510	CCCD Student Refunds	21,995.54	
0136793	Cutting Edge Systems	21,797.06	
0137551	Office Furniture Group Inc	21,760.15	
0137437	North OC Comm College District	21,500.00	
0136765	Vision Service Plan	20,965.90	
0136633	SVM, LP	20,030.00	
0137278	City of Huntington Beach	19,470.97	
0137343	UPS Protection	17,512.50	
0137604	Blue Cross	16,916.40	
0137390	ATECH	15,992.52	
0137349	Vital Link Orange County	15,829.00	
0136591	United States Postal Service	15,001.00	
0137582	USjournal.com LLC	14,595.35	
0137408	Coast Community College District	11,648.48	
0137611	PacifiCare of California	11,602.18	
0137236	Southern Calif Edison Co	11,254.43	
0137268	Amico Corp	11,160.00	~
0137465	Sun Environmental Engineering Services, Inc	11,000.00	
0136526	CCCD - SEOG	10,700.00	
0137330	Southern Calif Edison Co	10,635.88	
0137144	CCCD Student Refunds	10,501.18	
0136833	Xerox Corp	10,244.54	
0137247	The Gas Company	10,021.99	
0137518	Dell Higher Education	9,587.28	
0137573	Special Pay Retirement Plan	9,553.40	
0136553	Jobelephant.com Inc	9,485.00	
0136594	VQS Enterprises Inc	9,429.08	
0137373	Nat'l Construction Rentals Inc	9,351.50	
0137416	Education 4 Work	8,821.00	
0137603	Preferred Property Maintenance	8,675.00	
0137377	First Colony Life Insurance Co	8,395.80	-
0137419	Enterprise Fleet Mgmt	7,950.01	
0136749	Union Bank of California	7,748.20	
0136702	Mesa Consolidated Water Dist	7,445.50	

0407404	M. delena Inc.	
0137421	Evisions Inc	6,900.00
0136531	Coast Construction	6,875.00
0136589	Unisource Worldwide Inc	6,866.45
0136599	Bear Communications Inc	6,854.55
0137351	VQS Enterprises Inc	6,790.00
0137262	Xerox Corp	6,555.25
0137286	Follett Higher Education Group Inc #1094	6,495.50
0137431	Keenan & Associates	6,451.77
0137336	The Gas Company	6,300.26
0137339	Thyssenkrupp Elevator	6,192.00
0137534	KPSS Inc	6,125.12
0137213	OC Dept of Education	6,098.23
0136625	Postmaster	6,000.00
0137430	Keenan & Associates	6,000.00
0137313	Office Depot	5,706.20
0137311	OCC Associated Students	5,657.00
0137370	Climatec Building Technologies Group	5,551.00
0136674	Ding-Jo Currie	5,437.37
0137357	Xerox Corp	5,429.87
0137337	The Gas Company	5,362.29
0136604	AYU Technology Solution LLC	5,360.85
0136586	Trane U.S. Inc	5,293.00
0137500	AT&T	5,275.78
0136747	Townsend Public Affairs Inc	5,240.00
0137505	Business Properties	5,192.68
0136798	Education 4 Work	5,000.00
0137459	So Cal Commercial Printing	4,922.82
0137550	Office Depot	4,791.65
0136805	Health Fax	4,740.00
0137332	Southern Counties Oil Co	4,728.90
0137194	LRH Consulting	4,608.00
0136588	Union Bank of California	4,471.66
0137588	Waxie Sanitary Supply	4,191.77
0136871	Care Resources Inc	4,182.00
0137048	Sharon Rasmussen	3,966.60
0136677	Dell Higher Education	3,829.67
0136569	Rhino Electric Supply	3,751.87
0137179	Hoover Printing & Lithography Inc	3,746.44
0136560	Nexgen	3,722.14
0136568	Reliable Elevator of OC	3,721.00
0136739	Southern Counties Oil Co	3,650.86
0136601	Vision Service Plan	3,592.70
0136712	OC Pump Company	3,500.74
0137412	Declues, Burkett & Thompson, LLP	3,464.01
0137576	Systems Technology Associates Inc	
0137566	Sage Software Inc	3,356.96
0137417	Elite Signs & Graphics	3,339.74
0136635	Systems Technology Associates Inc	3,219.18
	Marriott Costa Mesa Suites	3,202.96
0136555	Iviamore Costa Iviesa Suries	3,196.95

0136623	Pacific Business Capital Corp	3,120.71
0137572	Southern Calif Edison Co	3,096.21
0137608	Kaiser Permanente	3,062.98
0137473	Union Bank of California	3,054.01
0136619	Shannon O'Connor	3,000.00
0136705	Neo Networking Inc	3,000.00
0137171	GovConnection Inc	2,999.33
0137447	Professional Plumbing Inc	2,980.00
0136685	Graybar Electric	2,920.59
0137443	Open Media Co	2,890.28
0137438	OCE'	2,888.12
0137254	Verizon Wireless	2,807.74
0136751	Verizon California	2,803.91
0137298	JAMS Inc	2,775.00
0136629	Slater Ave II Limited Partnership	2,766.19
0137266	CCCD Workers Comp Trust Fund	2,624.60
0137481	Yosemite Water	2,599.41
0137154	Digital Networks Group Inc	2,594.09
0137392	Aztec Technology Corp	2,588.25
0136694	Infinity Designs	2,577.38
0136563	Office Depot	2,505.59
0137253	Verizon California	2,487.27
0136789	Chem Pro Laboratory Inc	2,478.00
0136797	Darren Doerschel	2,465.00
0137329	So Cal Commercial Printing	2,461.41
0136642	Xerox Corp	2,455.01
0136634	Synegi Inc	2,446.88
0137297	James Jackson Productions Inc	2,436.00
0137452	Wendy Rakochy	2,310.00
0137456	Shell Oil	2,303.13
0137230	Sehi Computer Products Inc	2,252.23
0137396	Glen Boswell	2,218.37
0137108	Louis Willis	2,217.20
0137264	Bear Communications Inc	2,213.05
0137379	Academic Senate	2,205.36
0136597	Xerox Corp	2,171.66
0137565	Rutan & Tucker, LLP	2,156.93
0137196	Marina Landscape Inc	2,142.00
0137523	Evan's Gunsmith Shooters World Inc	2,125.00
0137442	Office Depot	2,103.01
0137515	CR & R	2,091.00
0136668	Coast Label Co	2,083.18
0136737	SMH Colocation	2,064.00
0136666	Cerritos Franchise Inc	2,000.00
0136744	Tape Company	1,994.48
0136667	Certified Transportation Serv	1,986.58
0136583	Time Warner Cable	1,980.00
0136746	Time Warner Cable	1,980.00
0137472	Time Warner Cable	1,980.00

0137495	Exclusive Construction	1,980.00
0136573	South Coast Air Quality Mgmt District	1,954.95
0136556	Marsh Risk & Insurance Svcs	1,902.37
0136817	Nat'l League for Nursing Accrediting Commiss	1,875.00
0137415	Drew & Associates	1,866.67
0137317	Pharmedix	1,826.41
0136521	Johns Bryan	1,800.00
0136577	SunGard Higher Education Inc	1,800.00
0137406	Certified Transportation Serv	1,798.73
0136537	Embee Technologies	1,786.75
0137334	State Board of Equalization	1,782.00
0137260	Susan Wilcox	1,750.00
0137259	David Whyte	1,710.00
0136600	Unum Ltc	1,677.70
0136691	Home Depot	1,664.85
0136823	Office Depot	1,652.07
0137324	Scott Electric	1,620.00
0136766	A to Z Wholesale Floral Supply Inc	1,584.49
0136693	Hoover Printing & Lithography Inc	1,582.31
0136596	World Point	1,582.05
0137303	Konica Minolta Business Solutions USA Inc	1,565.84
0136639	Vietnamese Community of OC	1,539.00
0136734	Sehi Computer Products Inc	1,520.19
0136579	TechRoom Inc	1,500.00
0136595	Susan Wilcox	1,500.00
0137195	Lynda.com	1,500.00
0137410	Committee on Accred/Resp Care	1,500.00
0137436	Nat'l League for Nursing	1,500.00
0137467	TechRoom Inc	1,500.00
0137468	TechRoom Inc	1,500.00
0137322	Research in Motion Corp	1,499.00
0137265	CCCD Workers Comp Trust Fund	1,489.85
0137589	Xerox Corp	1,481.93
0137428	Keenan & Associates	1,481.00
0137280	CR & R	1,477.77
0136799	Films Media Group	1,472.14
0137307	Minuteman Plumbing	1,463.91
0137540	MTM Business Systems	1,462.29
0137168	Gary Heimann Productions	1,450.00
0137136	Melissa Berta	1,448.85
0137348	Verizon Wireless	1,435.67
0137302	Key Equipment Finance	1,426.03
0136659	Blue Sky Outfitters	1,415.10
0136814	Markertek Video Supply	1,404.27
0137258	Waxie Sanitary Supply	1,399.18
0137140	Camel Financial Inc	1,395.07
0137153	Dept of Industrial Relations	1,330.00
0137216	Office Depot	1,322.99
0137353	Waxie Sanitary Supply	1,298.94
		.,

0137275	Business Office Solutions	1,278.23
0136780	Baker & Taylor	1,232.12
0136763	BRW Safety & Supply	1,223.44
0137533	Joint Review Comm/Dms	1,200.00
0136818	OC Treasurer- Tax Collector	1,162.00
0137310	OCC Ancillary 1000-247500-5120	1,160.00
0137519	Dept of Justice	1,148.00
0137393	B & B Services	1,147.99
0137381	ACCT	1,121.85
0137378	Academic Senate	1,121.04
0137413	Dell Higher Education	1,109.41
0137214	OC Wholesale Flowers	1,088.59
0137305	Mariposa Women & Family Center	1,088.00
0136603	ACTT: Assn of Classroom Teacher Testers	1,082.06
0137148	Patti Collings	1,080.00
0136777	Art Supply Warehouse	1,037.90
0137480	Xerox Corp	1,018.92
0137354	Susan Wilcox	1,000.00
0137285	Fisher Scientific	984.50
0136832	ToolDiscounter.com	980.19
0137288	Graybar Electric	973.74
0136878	Thomas Clark	964.00
0137397	Boys and Girls Club of Huntington Valley	946.00
0136671	Steve Cox	945.00
0136743	T-Mobile	942.69
0137570	SIGMAnet Inc	932.40
0137219	Barry Perrou	924.40
0136755	Waxie Sanitary Supply	923.98
0137145	Certified Transportation Serv	921.55
0137578	Test Equipment Distributors	911.77
0137497	Delta Health Systems	909.97
0136695	Irvine Pipe & Supply	904.27
0136710	North Net Fire Training Center	896.00
0137463	Spicers Paper Inc	893.39
0136582	The Gas Company	889.67
0137331	Southern Counties Lubricants LLC	886.20
0137163	Richard Filakousky	884.72
0137143	Caston Office Solutions	863.27
0137295	Iron Mountain	849.84
0137129	Allstar Fire Equipment	848.25
0136541	Fisher Scientific	846.01
0136816	MSC Industrial Supply	840.67
0137202	Minuteman Plumbing	
0137202	Stater Brothers	827.50 826.71
		826.71
0136745	Test Equipment Distributors	824.49
0137391	Austin Hardwoods	816.83
0137356	Worldwide Environmental Products	811.45
0137228	Scott Electric	810.00
0136738	Smith Pipe & Supply Inc	807.59

0136795	DataPipe Inc	800.00
0137429	Keenan & Associates	799.00
0137508	Caston Office Solutions	794.72
0137398	Boys and Girls Club of Huntington Valley	792.00
0137326	Shinoda Design Center Inc	788.45
0137218	Orkin Inc	780.00
0137212	Shannon O'Connor	774.04
0137184	Rita Jones	772.06
0136567	Refrigeration Supplies Distrib	765.19
0137141	Rosalind Campbell	762.78
0137425	Home Depot	756.49
0136646	Medco Health Solutions Inc	734.51
0136812	Kater-Crafts Bookbinders	734.13
0136621	Robert Pacheco	725.00
0137237	Southern Counties Lubricants LLC	718.96
0137575	Supreme Audio Inc	698.00
0136785	Calif Tool Welding Supply	691.82
0137380	Accrediting Commission-CJC	688.23
0136552	Iron Mountain	680.75
0137482	Home Depot	677.96
0136961	Alfred Huang	674.80
0136962	Eleanor Huang	674.80
0136548	Hewlett Packard	663.27
0137175	Hewlett Packard	663.27
0137193	Joanna Lowe	663.27
0136523	Camel Financial Inc	656.50
0137181	InfoSend	648.42
0137309	OC Wholesale Flowers	643.25
0137460	Southern Calif Edison Co	640.53
0137347	Verizon Wireless	638.55
0136590	United Direct Marketing Inc	637.50
0136557	Mesa Golf Carts	637.07
0137524	Fisher Scientific	635.64
0137281	Dennis Harkins	635.20
0137321	Quinn Power Systems	632.93
0137548	OC Wholesale Flowers	· 631.83
0136617	Kelly Paper	625.56
0137469	The Shredders	623.00
0136767	Aardvark Clay Supply	619.34
0137474	United Direct Marketing Inc	601.25
0136631	David Stoneman	600.00
0136721	Prado Olympic Shooting Park	600.00
0137172	Graybar Electric	598.20
0136511	Aqua-Clear Water Treatment Specialists Inc	595.00
0137477	VQS Enterprises Inc	594.13
0137246	The Gas Company	593.52
0136715	Orkin Inc	590.00
0136736	Sims-Orange Welding Supply Inc	588.24
0137279	Computerland of Silicon Valley	581.81

0136514	AT&T	578.90
0137433	Key Equipment Finance	578.55
0136877	Sharron Clark	578.40
0136881	Donald Collins	578.40
0136898	Daniel Dodt	578.40
0136923	Annette Fruehan	578.40
0137087	Theresa Tarlos	578.40
0136808	Integra Lifesciences Corp	572.04
0137277	Matthew Carlton	570.00
0136593	Verizon Wireless	566.78
0136620	Office Depot	565.63
0137549	OCC Petty Cash	565.06
0137293	Home Depot	562.63
0137427	Industrial Blade & Product Co	549.57
0137547	Nextel Communications	548.27
0136676	Daniels Tire Service	548.24
0137201	Lois Miller	547.74
0136807	Home Depot	547.35
0137374	Office Depot	540.74
0137434	Lynde-Ordway Co	539.04
0136669	Consolidated Electrical Dist	535.52
0136800	Go With Jo Travel	533.29
0136796	Dell Higher Education	530.90
0137560	R & L Medical Co	529.27
0136740	Sports Promotion Network	524.45
0137267	ACOM Solutions	520.65
0136543	Go With Jo Travel	520.19
0137220	Clyde Phillips	518.00
0137251	Unifirst Corp	513.06
0137529	Home Depot	511.54
0137256	Verizon Wireless	506.52
0137178	Home Depot	506.46
0137146	Chevron USA Inc	506.37
0137185	William Kerwin	506.35
0137562	Rhino Electric Supply	505.57
0136610	Express Pipe & Supply	501.07
0137162	Express Pipe & Supply	501.07
0137411	Council for Higher Educ Accred	501.00
0136546	Richard Green	500.00
0137479	Westcliff Medical Lab	500.00
0137504	Adrienne Burton	500.00
0137585	Thanh Vu	500.00
0136613	Global Tradequest Inc	497.94
0136673	CTI-Valueline	497.11
0137203	Carisa Montooth	497.11
0136550	Home Depot	497.10
0130330	Andtech Corporation	494.08
0137387	Express Pipe & Supply	494.06 489.06
0137606	First Health	
013/000	i novi (Calu)	486.18

0136592	US Bank	485.42
0136794	Datamax O'Neil Printer Supplies	484.95
0136843	Domenick Anadio	482.00
0136887	Nadine Davis	482.00
0136941	Linnea Guccione	482.00
0136964	Raymond Irvine	482.00
0137045	Rita Presutti	482.00
0136605	Blue Sky Outfitters	480.74
0137188	Laerdal Medical Corp	479.80
0137404	Carolina Biological Supply	478.00
0137133	AT&T Mobility	476.61
0137555	Pitney Bowes	463.11
0137315	Pete's Road Service Inc	456.69
0136538	Emergency Medical Products Inc	454.51
0136731	Saddleback Materials Co Inc	451.77
0136813	Maritime Institute Inc	450.00
0137382	ACHRO/EEO	450.00
0137186	William Kerwin	448.25
0136585	Toshiba Business Solutions	447.52
0137149	CR & R	447.34
0137528	Jacqueline Hils-Williams	447.26
0137395	BJ Bindery Inc	446.96
0137231	Vida Shajie	446.00
0137432	Kelly Paper	438.40
0137507	Camel Financial Inc	434.30
0136652	Amtech Elevator Services	433.85
0137539	Mouser Electronics	431.75
0136713	Office Depot	429.12
0136513	AT&T	417.24
0137176	Nancy Hill	415.00
0137255	Verizon Wireless	409.08
0136529	Certified Transportation Serv	409.02
0137538	Medco Supply Co	408.60
0137455	Sehi Computer Products Inc	408.51
0136696	Jack Nadel Int'l	402.97
0137167	Gale Group	402.00
0136566	Pyro-Comm Systems Inc	400.04
0137420	Estancia Athletics	400.00
0136520	Beituni, Mr Daoud	396.00
0137552	Pak West Paper and Packaging	394.76
0136651	Accurate Termite & Pest Control	393.00
0137454	Safeguard Business Systems	387.93
0137478	Waxie Sanitary Supply	386.61
0136624	Pak West Paper and Packaging	385.76
0136842	Dennis Alsted	385.60
0136883	Michael Cox	385.60
0136892	Karen Deffner	385.60
0136976	David Koenig	385.60
0136999	Linda Mazur	385.60

0137071	Bertine Slosberg	385.60
0137081	Henry Stumpf	385.60
0137441	OCLC Inc	380.84
0136562	OCC Food Services	379.76
0137139	Calif Tool Welding Supply	378.49
0137276	Calif Stage & Lighting	377.29
0136684	Grainger	376.19
0136622	Pacific Blue Micro	375.00
0136775	Amer Assoc of Respiratory Care	375.00
0136776	Amer Assoc of Respiratory Care	375.00
0137170	Daniel Gorman	372.92
0136819	OC Treasurer- Tax Collector	371.02
0136558	NAFSA/Assn of Int'l Educators	360.00
0137159	Corine Doughty	359.20
0136803	GWC Food Services	357.79
0137232	Shred Confidential Inc	354.38
0137453	Recording for Blind & Dyslexic	350.00
0137200	Mesa Consolidated Water Dist	349.50
0137222	Premier Office Services Co	348.91
0137587	Water Factory	344.45
0137197	Markertek Video Supply	340.11
0137400	Business Office Solutions	339.26
0136809	Johnstone Supply	338.18
0136822	OCC Food Services	336.08
0137130	Cristina Arellano	336.00
0137511	CDWG	334.95
0136683	Fuller Engineering Inc	331.25
0137561	Rancho Vista Landscaping Inc	330.00
0137325	Sehi Computer Products Inc	328.34
0136768	Academic Senate	325.00
0136769	Academic Senate	325.00
0136770	Academic Senate	325.00
0136771	Academic Senate	325.00
0137341	Times Community News %Los Angeles Times	324.99
0137308	Monograms Etc	319.73
0137553	Pep Boys	315.83
0137152	Demco Inc	312.74
0136735	Sigma-Aldrich Inc	309.15
0136636	Christian Teeter	302.52
0137217	Orange Coast Auto Repair	301. 9 8
0136522	California municipal Statistics Inc	300.00
0136662	California Municipal Statistics Inc	300.00
0137445	Prado Olympic Shooting Park	300.00
0137470	Thomas Scientific	298.20
0136626	Psychological Assessment Resources Inc	298.08
0136581	The Gas Company	297.00
0137158	DMV Mail Support Services Ms A194	294.18
0137157	Betty Disney	293.53
0137527	Graybar Electric	292.34
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0137169	Genuine Aircraft Hardware	290.80
0136653	Andtech Corporation	290.00
0136841	Patricia Adams	289.20
0136844	Jack Anderson	289.20
0136845	Robert Angus	289.20
0136846	David Anthony	289.20
0136847	Dean Anthony	289.20
0136848	Joann Anthony	289.20
0136849	Mary Arnerich	289.20
0136851	Stephen Axelrad	289.20
0136852	James Baugh	289.20
0136853	Jane Bennett	289.20
0136854	Gail Berggren	289.20
0136855	Ronald Berggren	289.20
0136856	Phillip Bernard	289.20
0136857	Dean Bosse	289.20
0136858	Mary Bosse	289.20
0136859	John Breihan	289.20
0136860	Kristina Bruning	289.20
0136861	John Buckley	289.20
0136862	Theresa Buckley	289.20
0136863	Richard Budna	289.20
0136864	Susan Budna	289.20
0136865	Dennis Butler	289.20
0136866	Geraldine Cahill-Pickart	289.20
0136867	Jay Callaway	289.20
0136868	Patricia Callaway	289.20
0136869	Darline Calvert	289.20
0136870	Elvin Campbell	289.20
0136872	Minette Carter	289.20
0136873	Bruce Cary	289.20
0136874	Kevin Chard	289.20
0136875	Ellen Church	289.20
0136876	James Church	289.20
0136879	Mona Coates	289.20
0136880	Susan Coleman	289.20
0136882	Phyllis Cool	289.20
0136884	Kathryn Crown	289.20
0136886	Lois Dalla Riva	289.20
0136888	Roger Davis	289.20
0136889	Karen Decker	289.20
0136890	Sanford Decker	289.20
0136891	Dale Deffner	289.20
0136893	Carolyn Dennison	289.20
0136894	Bob Denton	289.20
0136895	Susanna Denton	289.20
0136896	Judith Devries	289.20
0136897	Barbara Dilworth	289.20
0136900	Paul Donaldson	289.20

0136901	Michael Donoff	289.20
0136902	Sharon Donoff	289.20
0136903	Barrie Dorfman	289.20
0136904	Marilyn Dorfman	289.20
0136905	Suszanne Droney	289.20
0136906	Joan Duffy	289.20
0136907	Cynthia Dye	289.20
0136908	Stephen Dye	289.20
0136909	Judith Eastman	289.20
0136910	Stuart Eastman	289.20
0136911	Arlene Eckstein	289.20
0136912	Fred Eckstein	289.20
0136913	Ann Egan	289.20
0136914	Robert Egan	289.20
0136915	Donna Falke	289.20
0136916	Robert Ferman	289.20
0136917	John Ferzacca	289.20
0136918	James Finnegan	289.20
0136919	Gordon Fitzel	289.20
0136920	Thomas Folga	289.20
0136921	Edward Fratantaro `	289.20
0136922	Donald Friedman	289,20
0136924	Joel Fruehan	289.20
0136925	Charles Funsch	289.20
0136926	Sandra Funsch	289.20
0136927	Carol Garner	289.20
0136928	Lance Gilbertson	289.20
0136929	Nancy Gilbertson	289.20
0136930	Arne Gjertsen	289.20
0136931	Karen Gjertsen	289.20
0136932	Guy Glassford	289.20
0136933	Maureen Goldman	289.20
0136934	Michael Goldman	289.20
0136935	David Goshert	289.20
0136936	Judith Goshert	289.20
0136937	David Gray	289.20
0136938	Patricia Griggs	289.20
0136939	Frances Grigsby	289.20
0136940	Donald Grow	289.20
0136942	Carol Guzzetti	289.20
0136943	Elizabeth Hadjis	289.20
0136944	John Hadjis	289.20
0136945	Kathleen Hancock	289.20
0136946	Robert Hancock	289.20
0136947	Ann Harmer	289.20
0136948	Stephanie Hayward	289.20
0136949	Julie Hearlson	289.20
0136950	Linda Hehn	289.20
0136951	Lynn Hermstad	289.20

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0136952	Tom Hermstad	289.20
0136953	Jane Hilgendorf	289.20
0136954	Truyen Ho	289.20
0136955	Lou Hobbs	289.20
0136956	Denise Hogate	289.20
0136957	Arthur Hokanson	289.20
0136958	Judy Hokanson	289.20
0136959	Carol Holben	289.20
0136960	Beth Hooper	289.20
0136963	Sylvia Impert	289.20
0136965	Hedy ito	289.20
0136966	Francis Jessoe	289.20
0136967	David Johns	289.20
0136968	Robert Johnson	289.20
0136969	Angelina Jones	289.20
0136970	Babette Kelly	289.20
0136971	James Kelly	289.20
0136972	Joyce Kimbali	289.20
0136973	Robert Kimball	289.20
0136974	Gloria Kinnevey	289.20
0136975	Karen Klammer	289.20
0136978	Edward Lambing	289.20
0136979	Nancy Lambing	289.20
0136980	Margaret Langhans	289.20
0136981	Lawrence Le Brane	289.20
0136982	June Leloup	289.20
0136983	Martin Lewis	289.20
0136984	Ralph Lewis	289.20
0136985	Yvonne Little	289.20
0136986	Nettie Ann Loranger	289.20
0136987	Sally Lund	289.20
0136988	Charles Lussy	289.20
0136989	Mary Lussy	289.20
0136990	Richard Lutz	289.20
0136991	Sandra Lutz	289.20
0136992	Patricia Mac Kenzie	289.20
0136993	Lorna Mack	289.20
0136994	Neil Mackenzie	289.20
0136995	George Maine	289.20
0136996	Dick Marsh	289.20
0136997	Tara Maull	289.20
0136998	James Mazur	289.20
0137000	Maryann Mc Manus	289.20
0137001	Richard McCollom	289.20
0137002	Diane Mefford	289.20
0137003	Jane Megorden	
0137003	Phillip Miller	289.20
0137004	Charles Mitchell	289.20
0137005	Francisco Montero	289.20
0.191.000	randoou Muntaru	289.20

0137007	Isabel Montero	289.20
0137008	Cecelia Morris	289.20
0137009	Elaine Mullen-Barrett	289.20
0137010	Rolland Murray	289.20
0137011	Sharon Murray	289.20
0137012	Julie Myers	289.20
0137013	Mary Nash	289.20
0137014	Judith Neal	289.20
0137015	Charlanne Nee	289.20
0137016	Paul Nee	289.20
0137017	Barbara Newbern	289.20
0137018	Harold Newbern	289.20
0137019	Martin Newitz	289.20
0137020	Polly Norwood	289.20
0137021	Donna O'Neal	289.20
0137022	Michael Olds	289.20
0137023	Connie Olson	289.20
0137024	Judith Olson	289.20
0137025	Donald Onishi	289.20
0137026	Michael Ortell	289.20
0137027	Kenneth Ortiz	289.20
0137028	Harriet Ouellette	289.20
0137029	John Outwater	289.20
0137030	Alan Paladino	289.20
0137031	John Parker	289.20
0137032	Lucille Pascoe	289.20
0137033	Tony Pascoe	289.20
0137034	Willard Patterson	289.20
0137035	Jill Pearson	289.20
0137036	Jack Peconic	289.20
0137037	Beth Peer	289.20
0137038	William Peer	289.20
0137039	Gail Pickart	289.20
0137040	Terrance Pietenpol	289.20
0137041	Chester Platt	289.20
0137042	Frances Power	289.20
0137043	Richard Power	289.20
0137044	Marino Presutti	289.20
0137046	Leslie Purdy	289.20
0137047	Johannes Rasmussen	289.20
0137049	George Reese	289.20
0137050	Guenter Rehm	289.20
0137051	Paula Rice	289.20
0137052	Robert Ricewasser	289.20
0137053	Philip Riddick	289.20
0137054	Edith Rietstra	289.20
0137055	Carl Roberson	289.20
0137056	Joel Rosenfeld	289.20
0137057	Barbara Ross	289.20
		

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0137058	Ronald Ross	289.20
0137059	Willard Roundy	289.20
0137060	Donald Rueter	289.20
0137061	Armando Ruiz	289.20
0137062	Susan Ryder	289.20
0137063	Robert Sands	289.20
0137064	Patricia Scarfone	289.20
0137065	John Schaefer	289.20
0137066	Robert Seebold	289.20
0137067	Karen Shanley	289.20
0137068	Michael Shanley	289.20
0137069	Katherine Simon	289.20
0137070	Richard Simon	289.20
0137073	Charles Smith	289.20
0137074	Douglas Smith	289.20
0137075	Sandra Smith	289.20
0137076	Mary Snedeker	289.20
0137078	Roy Stephens	289.20
0137079	Carol Stevens	289.20
0137080	Mark Stevens	289.20
0137082	Megan Stumpf	289.20
0137083	Sandra Sukhov	289.20
0137084	Vladimir Sukhov	289.20
0137085	Marcia Swanson	289.20
0137086	Thomas Swanson	289.20
0137088	H Taussig	289.20
0137089	Dagny Tennyson	289.20
0137091	Thomas Timmons	289.20
0137092	Janet Tolson	289.20
0137093	Peter Vander Haeghen	289.20
0137094	Barry Wallace	289.20
0137095	Jolene Wailace	289.20
0137096	Kathleen Waterman	289.20
0137097	Norman Waterman	289.20
0137098	Judith Webb	289.20
0137099	Evelyn Weiss	289.20
0137100	Deven Werthman	289.20
0137101	Donna Westerman	289.20
0137103	Lynn Whitmore	289.20
0137104	Ilse Wilke	289.20
0137105	W.L.A. Wilke	289.20
0137106	Donna Williams	289.20
0137107	Lawrence Williams	289.20
0137109	Norma Willis	289.20
0137110	Darlene Windisch	289.20
0137111	Stanley Winter	289.20
0137112	Joyce Wofford	289.20
0137113	Judith Wolfe	289.20
0137114	Sharon Wolfe	289.20

0137115	Wayne Wolfe	289.20
0137116	Elmei Wong	289.20
0137117	Eugene Wood	289.20
0137118	William Workman	289.20
0137119	Betty Yang	289.20
0137120	Ronald Yates	289.20
0137121	Kathleen Yoder	289.20
0137122	Robert Yoder	289.20
0136899	Sandra Dollente	289.00
0136664	CCCD Revolving Cash Fund	286.23
0136578	Super Duper Publications	279.85
0137296	Iron Mountain Records Mgmt	278.25
0137403	Carmen's Uniforms Inc	276.88
0136788	CCCSFAAA	270.00
0137206	Newport Exterminating	269.50
0137512	Berlynn Ching	267.30
0136544	Go With Jo Travel	266.39
0137166	Fuller Engineering Inc	266.00
0137517	Cummins Allison Corp	264.06
0136628	Sigma-Aldrich Inc	262.50
0137446	Prince Enterprises Inc	261.06
0136725	Raxco Software	260.00
0137198	Lamonte McCord	250.00
0136661	Calif Tool Welding Supply	245.09
0137501	Austin Hardwoods	244.37
0137215	Ocean In Motion	241.50
0137506	Calif Tool Welding Supply	240.78
0137199	Medical Processor Services	240.00
0137401	Calif Tool Welding Supply	238.87
0136774	Allied Refrigeration Inc	234.03
0137318	Priority Mailing Systems LLC	232.02
0136519	Baker & Taylor	230.33
0136802	Graybar Electric	228.83
0136810	JRR Shop	227.29
0136530	Cintas First Aid & Safety	223.80
0137383	Adorno, Yoss, Alvarado & Smith	222.00
0137342	Titlewave Video Subtitling Service	220.00
0137358	Dept of Social Services	220.00
0136618	New England Biolabs	218.01
0136687	GWC Petty Cash	215.58
0137137	Chandulal Brahmbhatt	214.55
0136540	Federal Express Corp	213.34
0137161	Eberhard Equipment	211.30
0136525	Caston Office Solutions	210.00
0136711	OC Auditor-Controller	209.00
0137333	Springdale Ace Hardware	207.15
0137405	Caston Office Solutions	205.43
0136783	CACCRAO	200.00
0137513	Cleverbridge Inc	199.99

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0136835	Xerox Corp	194.44
0136885	Gordon Dahnke	192.80
0137072	Kenneth Slosberg	192.80
0137077	Marlene Steck	192.80
0137090	Jane Threadgold	192.80
0137165	Fry's Electronics	191.99
0137151	Dell Higher Education	190.67
0136772	Academic Senate	190.00
0136509	Airgas West Inc	189.33
0137439	OCE' Financial Services Inc	189.33
0137190	Kenneth Leighton	187.12
0137123	Aardvark Clay Supply	186.31
0136821	OC Wholesale Flowers	185.96
0137320	Public Economics Inc	184.57
0137457	Sigma-Aldrich Inc	183.19
0137423	Fuller Engineering Inc	181.85
0137182	Integra Lifesciences Corp	181.61
0136539	Excel Sales & Services Inc	181.42
0137299	Jim's Music Center	180.91
0136688	Virginia Hanson	179,97
0137244	Test Equipment Distributors	179.20
0137292	Henry Schein Inc	178.28
0137270	AT&T	174.33
0136554	Jones, Andrew	172.94
0137525	Galls Inc	172.51
0136752	Verizon Wireless	170.84
0137385	Allied Refrigeration Inc	169.72
0136779	Austin Hardwoods	165.62
0136616	Iron Mountain	163.72
0137531	InfoWorks Technology Co	162.00
0137274	AT&T Mobility	161.59
0136632	Suburban Water Systems	161.09
0137338	Thomson West	160.13
0137571	Smardan Supply Co- Orange Coast	160.09
0136675	Daniel Seymor	159.63
0136806	Henry Schein Inc	159.53
0137532	Island Florals	158.89
0136607	Caston Office Solutions	156.59
0137128	Kimberly Allen	156.20
0136829	Shinoda Design Center Inc	156.11
0137610	Newport Urgent Care	154.00
0137248	Joy Torres .	152.00
0137261	Frank Woodard	152.00
0136726	Cynthia Reber-Bonhall	
0136570	Sehi Computer Products Inc	151.38
0137183	Iron Mountain Records Mgmt	150.96
0136787	CCC Bookstore	150.12
	Council of Chief Librarians	150.00
0137514		150.00
0137290	Hastings Plastics	149.83

0136728	Rhino Electric Supply	144.99
0136781	Bishop Company	144.49
0137234	Smardan Supply Co- Orange Coast	142.31
0136609	Consolidated Electrical Dist	142.09
0136615	Home Depot	142.02
0136545	Grainger	141.82
0136790	Coastal Carbonic	139.22
0136528	CDWG	138.10
0137424	Galls Inc	138.06
0137388	Art Supply Warehouse	135.44
0137289	Green & Kramar ACT Ltd	135.00
0136727	Linda Rhines	134.46
0137509	CCC Petty Cash	132.61
0137127	Alexander, Alex	132.50
0137564	Patricia Russell	132.20
0137221	Clyde Phillips	129.78
0136786	Carroll Promotions Inc	128.63
0137471	Time Clock Sales & Service	128.00
0137541	NAFSA Publications Center	127.92
0137520	Dish Network Chicago	127,90
0136830	Siemens Water Technologies Corp	127.60
0136709	Kim Thi Nguyen	126.50
0137386	Amico Scientific Corp	126.15
0137516	Crown Ace Hardware	125.38
0137407	CIT Technology Fin Serv Inc	123.98
0137499	AT&T	123.72
0137272	AT&T	123.46
0137291	Lorraine Henry	122.26
0137208	Ailene Nguyen	122.07
0137211	Christina Nguyen	120.00
0136630	Spectrum Chemicals & Laboratory Products	119.83
0137426 0137577	Hub Auto Supply TechSmith Corp	119.75
	Wyndam Hotel Orange County	118.50
0136641	•	117.72
0137126	Aircraft Spruce & Specialty Co Lisa Becker	114.92
0137135		114.00
0137243	Jenny Taylor-Monge Rhino Electric Supply	114.00
0136627	AT&T	113.01
0136512 0136534		112.25
0137458	Crop Production Services Inc Snap on Industrial	111.50
	The Gas Company	111.47
0136580 0136606		110.82
	Carolina Biological Supply	110.63
0137300	John Deere Landscapes	109.95
0137204	MSC Industrial Supply	107.21
0137435	Medical Arts Press	106.55
0137147	James Cline	106.26
0137584	Verizon California	105.94
0137568	Sehi Computer Products Inc	105.45

Check Approval

0136724	Prudential Overall Supply Co	104.77
0136827	Prudential Overall Supply Co	104.77
0137409	Coastal Press Inc	103.31
0137180	Hub Auto Supply	102.22
0137301	Joseph Bragin	102.16
0136733	SC Sign & Supply LLC	101.95
0136515	AT&T	101.06
0136663	Caston Office Solutions	99.48
0136741	Stater Brothers	99.05
0137350	Vivitar Security Systems Inc	99.00
0137464	Stater Brothers	98.50
0137233	Signs Etc	97.88
0137306	Markertek Video Supply	97.74
0136717	Hai Pham	97.35
0137252	Verizon California	97.04
0137269	AT&T	96.99
0136559	NCS Pearson Inc	96.79
0136850	Juliet Atkins	96.40
0136977	Ruth Kramer	96.40
0137102	Douglas White	96.40
0136542	Ganahl Lumber Co	95.72
0137282	Eversoft	94.50
0137257	Jocelyn Wang	92.05
0136517	AT&T	91.15
0137542	NASFAA	90.25
0137543	NASFAA	90.25
0137544	NASFAA	90.25
0137545	NASFAA	90.25
0136784	Calif Stage & Lighting	90.06
0136692	Honors Transfer Council of Ca	90.00
0136698	Isabelle Krasney	89.01
0136660	Buddy's All-Star Inc	87.68
0137340	Time Warner Cable	87.65
0136716	Allison Paine	87.50
0137287	FRS Environmental	87.10
0137124	Accurate Termite & Pest Control	85.00
0136571	Smart & Final	84.48
0136682	Federal Express Corp	83.61
0137444	Pep Boys	83.32
0137581	Time Warner Cable	82.90
0137554	Diep Pham	82.50
0136576	Southland Medical Corp	81.90
0137240	Staples Advantage	81.38
0136678	Demco Inc	81.16
0136644	Charles Engelbart	80.10
0136824	Norma Pollaro	79.75
0136535	Crown Ace Hardware	78.17
0137521	Duke Service Co	78.00
0136637	Tri-Anim Health Services	77.60

Chcck Approval

0137235	Smog & Gas of Costa Mesa	75.00
0136753	Verizon Wireless	74.63
0137535	Landmark Services Inc	74.10
0137207	Ailene Nguyen	72.88
0137227	Amy Rangel	71.78
0137304	Marinus Scientific	71.78
0137177	Karen Hinton	71.00
0137239	Springdale Ace Hardware	70.19
0137344	USA Mobility Wireless Inc	69.93
0137187	Isabelle Krasney	69.56
0137312	OCC Food Services	68.25
0136815	Medical Arts Press	67.43
0137250	Turf Tire Distributors	67.21
0136565	Prudential Overall Supply Co	66.77
0136826	Prudential Overall Supply Co	66.77
0137319	Prudential Overall Supply Co	66.77
0137284	Federal Express Corp	66.62
0137567	Sculpt Nouveau	66.56
0137271	AT&T	66.34
0137345	USA Mobility Wireless Inc	66.13
0136719	Portacraft Inc	65.25
0136750	US Green Building Council	65.00
0137164	FishMax.Com LLC	65.00
0137314	Orkin Inc	65.00
0136700	Mai Le	63.42
0137327	Smardan Supply Co- Orange Coast	63.41
0137414	Rena Drake	62.98
0136658	Battery Systems Inc	62.60
0136510	Alan's Lawnmower & Garden Ctr Inc	62.45
013668 9	Hardy Diagnostics	61.24
0136804	Hardy Diagnostics	60.90
0136801	Deborah Goldstick	60.50
0136754	Jocelyn Wang	59.62
0137131	AT&T	59.00
0137384	Alliance Payphone Inc	59.00
0137451	Prudential Overall Supply Co	56.64
0136679	Dept of General Services	55.90
0137461	Sparkletts	55.08
0137205	MVAP Medical Supplies Inc	54.78
0136657	Austin Hardwoods	54.32
0137448	Prudential Overall Supply Co	53.88
0137134	Baker & Taylor	53.07
0137394	Baker & Taylor	53.05
0137173	GWC Petty Cash	53.01
0136602	Vision Service Plan	51.80
0137238	Spectrum Chemicals & Laboratory Products	51.54
0137174	Leslie Hargrove	50.82
0137422	Express Pipe & Supply	50.80
0137316	Hai Pham	50.60

0136572	Smog & Gas of Costa Mesa	50.00
0136638	Vietnamese Amer Chamber of Commerce	50.00
0137323	Colleen Rymas	49.50
0136533	Constellation New Energy Inc	49.00
0136680	Dept of General Services	48.56
0137503	Zhenghong Broyles	48.40
0136654	AT&T	48.11
0136699	Laminator.com	44.58
0137563	Cheryl Rojas	44.00
0136574	South Coast Bobcat Inc	43.61
0137502	Baker & Taylor	43.61
0136707	Vi Ngo	42.00
0137462	Spectrum Chemicals & Laboratory Products	40.71
0137192	Frederick Lockwood	40.70
0137569	Shred-It	40.00
0137522	Eberhard Equipment	39.52
0137530	Hub Auto Supply	39.06
0136536	Dominey Design Inc	39.00
0137586	Walters Wholesale Electric Co	38.98
0136773	AJ Graphics	38.60
0137475	USA Mobility Wireless Inc	37.31
0136551	ICS Service Co Inc	37.00
0137209	Christina Nguyen	36.00
0137150	Crown Ace Hardware	35.84
0136792	Crown Ace Hardware	35.46
0136640	Wards Natural Science	35.26
0136831	Spectrum Chemicals & Laboratory Products	35.25
0137346	Verizon California	35.15
0137335	Stater Brothers	34.99
0137189	Robert Lane	33.56
0136697	Thomas Juno	33.22
0137355	Susan Winterbourne	33.00
0136703	James Mitchell	32.45
0136655	AT&T	32.27
0136656	AT&T	32.27
0137125	Isaiah Aguirre	32.12
0137476	USA Mobility Wireless Inc	31.52
0136704	Mutual Liquid Gas & Equipment	30.00
0137328	Smog & Gas of Costa Mesa	30.00
0137546	Linda Newman	30.00
0137241	Stater Brothers	29.60
0137229	Seal's Health Care	28.50
0137155	Ruth Dills	28.00
0137559	Prudential Overall Supply Co	27.97
0136834	Tracy Young	27.94
0136811	JW Pepper & Son Inc	27.13
0136584	Time Warner Cable	26.75
0137371	Dept of General Services	26.07
0137156	Ruth Dills	25.00
		29.00

Chcck Approval

0136549	Nancy Hill	24.97
0137579	The Gas Company	24.52
0137583	Verizon California	24.49
0136547	Griffie, Dennis	24.40
0136778	AT&T	24.20
0136524	Carolina Biological Supply	23.98
0136672	Crown Ace Hardware	23.83
0137402	Elizabeth Caluag	23.49
0136587	Turf Tire Distributors	22.84
0137283	Federal Express Corp	22.81
0137372	Dept of General Services	22.18
0137449	Prudential Overall Supply Co	22.18
0137450	Prudential Overall Supply Co	22.18
0136611	Federal Express Corp	. 21.84
0137138	Marta Cabral	21.00
0137242	Stephen Tamanaha	21.00
0137418	Jeanette Ellis	20.26
0137210	Christina Nguyen	20.00
0137537	Iliana Marin	20.00
0136722	Prudential Overall Supply Co	19.11
0137223	Prudential Overall Supply Co	19.11
0137556	Prudential Overall Supply Co	19.11
0136564	Prudential Overall Supply Co	19.10
0137225	Prudential Overall Supply Co	19.10
0136791	Consolidated Electrical Dist	18.66
0136723	Prudential Overall Supply Co	18.62
0137224	Prudential Overall Supply Co	18.62
0137557	Prudential Overall Supply Co	18.62
0137142	David Cant	18.00
0137226	Prudential Overall Supply Co	16.28
0137558	Prudential Overall Supply Co	16.28
0136828	Prudential Overall Supply Co	15.49
0137352	Sean Watson	15.40
0137389	AT&T	13.24
0137191	Frederick Lockwood	13.20
0137294	Hub Auto Supply	12.56
0136732	Ny Sayasy	12.00
0136516	AT&T	11.37
0137273	AT&T	11.33
0136518	AT&T	11.03
0137132	AT&T	11.03
0136612	Fry's Electronics	10.85
0136742	Kathy Strube	10.44
0136706	Heather Newton	10.00
0136708	Christy Nguyen	10.00
0136718	An Phung	10.00
0136720	Mackenzie Powers	10.00
0136730	Carol Rushman	10.00
0136748	Lawrence Tran	10.00

Chcck Approval

0137536	Robert Lane	10.00
0137245	The Gas Company	9.58
0136690	Nancy Hill	8.23
0136701	Carlos Martinez	7.65
0136729	Irma Rivera	7.50
0136825	Port Supply	7.33
0137440	Oce' imagistics Inc	5.91
0137160	Corine Doughty	5.00
0137249	Amy Tran	5.00

Total \$ 4,940,319.43

3.06.03 Check List for General Obligation Bond Fund

Meeting:

12/09/2009 Regular Meeting

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

Public Access: Yes

Agenda frem Content

3.06.03 Check List for General Obligation Bond Fund

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Additional Administrative Content

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0137485	Anderson Charnesky Structural Steel Inc Consumer Health & Science Bldg at OCC Bid 1965	909,225.00	420207
0136757	TB Penick & Sons Inc GWC Learning Resource Center Bid 1953	880,881.84	420356
0136758	TB Penick & Sons Inc GWC Learning Resource Center Bid 1953	448,941.58	420356
0137488	Brian DeVries Construction Inc Consumer Health & Science Bldg at OCC Bid 1965	354,202.00	420207
0136837	Plumbing Piping & Construction Inc GWC Learning Resource Center Bid 1954	252,325.98	420356
0137494	URS Corp Americas GWC Learning Resource Center	103,537.19	420356
0137486	Anderson Charnesky Structural Steel Inc Consumer Health & Science Bldg at OCC Bid 1965	101,025.00	420207
0136759	TB Penick & Sons Inc GWC Learning Resource Center Bid 1953	97,875.76	420356
0137361	CW Driver Consumer Health & Science Bldg at OCC	88,722.40	420207
0137368	Vector Resources Inc GWC Learning Resource Center Bid 1953	85,148.67	420356
0136839	T & Y Construction GWC Learning Resource Cener Bid 1954	80,180.28	420356
0137590	Amer Landscape Inc OCC Softball Field Bid 1964	77,753.00	420233
0137483	Alpha Mechanical Heating & Air Conditioning Consumer Health & Science Bldg at OCC Bid 1965	77,400.00	420207
0137487	Bergelectric Corp Consumer Health & Science Bldg at OCC Bid 1965 Vector Resources Inc	63,000.00	420207
0137600 0136760	GWC Learning Resource Center Bid 1953 TB Penick & Sons Inc	54,412.62	420356
0136760	GWC Learning Resource Center Bid 1953 Corporate Express	49,882.40	420356
0136836	GWC Fine Arts Bldg MSH Construction Co	45,292.65	420348
0137489	OCC Upgrade Student Services Bldg Bid 1966 Brian DeVries Construction Inc	43,077.06	420248
0137596	Consumer Health & Science Bldg at OCC Bid 1965 So Cal Fire Protection Inc	39,356.00	420207
0137359	GWC Learning Resource Center Bid 1954 AEPC Group LLC	30,303.00 25,991.20	420356
0137598	OCC Student Health Center USS Cal Builders Inc	·	420249
0136838	So Cal Fire Protection Inc	21,867.00	420233
0130636	Richard & Richard Construction Co Inc	20,979.00	420356
0137493	LPA Inc	20,401.00	420207
0.107.000	EL TABLE	18,611.00	420207

Check Approal Bond

0137594	MTGL	16,767.00	420233
0137591	Landmark Site Contractors	16,231.23	420356
0137366	Steinberg Architects	13,924.80	420356
0137595	Refrigerated Air Mechanical Systems Inc	13,806.50	420249
0137592	MJ Contractors Inc	13,558.00	420233
0137484	Alpha Mechanical Heating & Air Conditioning	8,600.00	420207
0137365	Roger Higgins & Associates	7,794.83	420233
0137367	Van Diest Bros Inc	5,579.00	420207
0137491	Division of State Architect	5,552.50	420232
0137492	Elljay Acoustics Inc	4,090.00	420207
0137369	Webb Design	4,000.00	420249
0137601	Verne's Plumbing Inc	2,542.00	420233
0137599	USS Cal Builders Inc	2,430.00	420233
0137362	Dept of General Services	2,105.27	420348
0137364	Mobile Modular Management Corp	848.25	420297
0136643	ModSpace	761.26	420399
0136598	KONE Inc	528.17	420206
0137360	C2 Reprographics	455.40	420207
0137593	Mobile Mini Inc	286.50	420316
0137602	Verne's Plumbing Inc	282.00	420233
0136761	TYR Inc	264.00	420356
0136762	TYR Inc	92.40	420356
0137597	State Water Resources Ctrl Brd	67.00	420233

Total

116 Draft 12/9/09

\$ 4,110,957.74

Agenda Item

3.06.04 Authorization for Special Payments - Orange Coast College

Meeting: 12/09/2009 Regular Meeting

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

Public Access: Yes

Agendaritem Content

3.06.04 Authorization for Special Payments - Orange Coast College

Payment of \$1,000 for the 2009-2010 annual fee for Medical Assisting Education Review Board (MAERB). This is required for the accreditation of the Medical Assisting program.

Payment of \$1,500 for 2010-2011 annual program fee to the "Committee on Accreditation for Respiratory Care." This is required for the Respiratory Card Program accreditation.

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Action Agenda Details

Motion:

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4.00 Action Items

Meeting:

12/09/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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4.00 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

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4.01 Approval of Agreements - Coastline Community College

Meeting:

12/09/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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4.01 Approval of Agreements - Coastline Community College

4.01.01 Approve an Amendment to an Agreement between the County of Orange and the Coast Community College District to Provide Workforce Investment Act Approved Training

After review by the Acting College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to an Agreement between the County of Orange and the Coast Community College District to provide Workforce Investment Act (WIA) services to eligible participants as determined through the Orange County One-Stop Delivery Center. Amendment is to change payment process and states that District shall invoice for the full tuition amount (100%) for the training program identified in Agreement 14 days after WIA eligible participant begins the training program. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (Prior Board Approval: 7/16/08.) (See County of Orange Attachment #2)

Fiscal Impact: None

4.01.02 Approve Agreement between the Coast Community College District and The Board of Regents for the University of Oklahoma by and through University Outreach/College of Continuing Education's Center for Independent and Distance Learning to Provide Services in Support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE)

After review by the Acting College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the Coast Community College District and the Board of Regents for the University of Oklahoma who shall serve as subcontractor to CCCD in support of the Distance Learning NCPACE program designed for Sailors assigned full-time to Navy sea-duty. The initial term of the Agreement shall be from October 1, 2009 through September 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See University of Oklahoma Attachment #3)

Fiscal impact: All operational and subcontractor costs incurred by Coastline as the primary contractor for the delivery of the NCPACE distance learning program are covered by contract income, with a net revenue of approximately \$200,000 per year.

4.01.03 Approve an Amendment to an Agreement between the Kendall/Hunt Publishing Company and the Coast Community College District to Design and Produce a Physical Geology Online Course and Textbook

After review by the Acting College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to an Agreement between the Kendall/Hunt Publishing Company and the Coast Community College District to design and produce the Physical Geology Online Course and Textbook. Amendment states that District will typeset, design and layout Textbook/Workbook and provide an electronic file for Publisher to print. Publisher will provide District a fee of \$15,000 to cover the cost of typesetting, design, and layout of the Textbook/Workbook within 30 days of receipt of the final electronic file. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (Prior Board Approval: 10/15/08. See Geology Amendment 2 Attachment # 4)

Fiscal Impact: Gross income of \$15,000

4.01.04 Approve Agreement between Firstgiving and the Coast Community College District for the use of their Website for Fundraising and Event Management Purposes

After review by the Acting College President and District Risk Services, it is recommended by the Chancellor that the Board approve the Agreement between Firstgiving and the Coast Community College District for the use of their website by the Coastline College Foundation for fundraising and event management purposes. Firstgiving will also process donations and registration fees collected through the website through their merchant banking service. In exchange for the use of their website and the merchant banking services, Firstgiving will deduct a 7.5% service fee on all monies collected through their website on behalf of the Foundation. Terms of the Agreement will commence on December 10, 2009, and end on December 9, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Firstgiving Attachment #5)

Fiscal Impact: \$300 one time set-up fee to be paid for from the Special Programs Foundation. 92.5% of all donations made through the website benefit the Foundation.

4.01.05 Approve Agreement between Butler Leasing Corporation and the Coast Community College District to License the eKey® Optical Disk Mailer

After review by the Acting College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Butler Leasing Corporation and the Coast Community College District to license the eKey® Optical Disk Mailer that allows customers to obtain automated letter rates for the mailing of Optical Disks and other objects. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Butler Leasing Attachment #6)

Fiscal Impact: \$2,000 fee for use of patented template











Firstgiving.pdf County of Orange.pdf University of Oklahoma.pdf Geology Amendment 2.pdf Butler Leasing Agreement.pdf

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4.02 Approval of Agreements - Golden West College

Meeting:

12/09/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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4.02 Approval of Agreements - Golden West College

4.02.01 Approve Non-Standard Agreement with Grad Images for Photography Services at Graduation Ceremonies

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the agreement between Grad Images and the Coast Community College District for photography services at graduation ceremonies, from January 1, 2010 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Grad Images Agreement, Attachment # 7)

Fiscal Impact: No cost to the college.

4.02.02 Approve Non-Standard MOU with Gatlin Education Services for Not-For-Credit, Online Career Certificate Programs

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the non-standard MOU between Gatlin Education Services and the Coast Community College District to offer not-for-credit, online career certificate programs, from December 10, 2009 through June 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Gatlin MOU, Attachment # 8)

Fiscal Impact: GWC to be paid a portion of each registration per attached cost sheet; paid to Community Services general fund.





Grad Images Agreement.pdf Gatlin MOU.pdf

Additional Administrative Content

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Motion:

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4.03 Approval of Agreements - Orange Coast College

Meeting:

12/09/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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4.03 Approval of Agreements - Orange Coast College

4.03.01 Authorization to enter into a Non-Standard Agreement between First Class Vending, Inc. and the Coast Community College District for the purpose of extending the original agreement to Serve as Exclusive Vendor of Snacks, Limited Non-alcoholic Beverages, and other Food Items on the Orange Coast College Campus

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between First Class Vending, Inc. and the Coast Community College District for the purpose of extending the original agreement to serve as exclusive vendor of snacks, limited non-alcoholic beverages, and other food items on the Orange Coast College campus for a period of 48 months October 1, 2010, through October 2, 2014. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 9)

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

4.03.02 Authorization to enter into a Non-Standard Agreement between Microsoft Corporation and the Coast Community College District for the purpose of Partnering with Microsoft Corporation to Pilot a Series of Windows Workshops at Orange Coast College

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Microsoft Corporation and the Coast Community College District for the purpose of partnering with Microsoft Corporation to pilot a series of Windows workshops designed for adult learners, based on lifestyle/scenario approach to learning technology skills. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 10)

Fiscal Impact: Microsoft Corporation to provide the content free of charge; Orange Coast College to receive revenue through offering fee-based workshops.







Vending Agreement.pdf Microsoft Agreement.pdf

Additional Administrative Content

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4.04 Approval of Agreements - District

Meeting:

12/09/2009 Regular Meeting

Category:

4. Action Items Agenda Type: Action (Consent)

Public Access: Yes

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4.04 Approval of Agreements - District

4.04.01 Authorization for Orange Coast College to Enter into a Standard Agreement with Reach Cambridge Travel Contractor for a Summer 2010 Short-term Study Abroad Program in Cambridge, **England**

After review by the Dean of Literature and Languages and the Interim President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in Cambridge, England Study Abroad Program during summer 2010, All logistical arrangements will be handled by Reach Cambridge. Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Raymond Obstfeld, Orange Coast College, will serve as faculty. Authorization to conduct the summer in Cambridge, England Study Abroad Program was given on May 6, 2009.

The President of the Board of Trustees, or designee, is authorized to sign the agreement and any related documents indicating approval by the Board.

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

4.04.02 Authorization to Enter into Agreement with Vicenti, Lloyd & Stutzman LLP for Auditing and Accounting Services

After review by the Vice Chancellor of Administrative Services and District General Counsel, it is recommended that the Board approve the agreement with Vicenti, Lloyd & Stutzman LLP for auditing and accounting services. This agreement covers the audit period beginning July 1, 2009 and ending June 30, 2010. Audit fieldwork for the engagement shall occur between December 10, 2009 and December 31. 2010. The President of the Board of Trustees, or designee, be authorized to sign the agreement and any related documents indicating approval by the Board. (See Attachment # 11)

Fiscal Impact: \$150,760 from General Fund

4.04.03 Authorization to Enter into Telephone Services Agreement

Between the Coast Community College District and TW Telecom Holdings, Inc. for Voice Telecommunication Services for Golden West College

After review by Administrative Director of District Information Services and District Legal Counsel, it is recommended by the Chancellor that the Board approve the Telephone Services Agreement between the Coast Community College District and TW Telecom Holdings, Inc. The Board President or designee is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

The District's existing voice communications provider for GWC billed the sum of \$56,925.10 for the 2008/2009 fiscal year. Monthly charges varied because billing was based upon usage (billable minutes). In the proposed agreement with TW Telecom Holdings, Inc., TW Telecom is offering a flat monthly rate of \$783 plus taxes and surcharges. This would equate to an approximate monthly charge of \$850, or the sum of \$10,200 annually. The term of this Agreement is for three years, followed by a month-to-month period not to exceed one year. By entering into this Agreement, Coast Community College District would save an estimated \$140,175 over the first three years of the agreement. (See Attachment # 12)

Fiscal Impact: \$850.00 per month from the District General Fund; Potential net savings over existing provider costs of approximately \$140,175 over three years

4.04.04 Approval of Standard CalWorks Employer Work Study Agreement for Use by Coast Community College District (Coastline College) in Placing CalWorks Students at Job Training Locations

After review by the District's General Counsel, it is recommended by the Chancellor that approval be given for the use of the Standard CalWorks Employer Work Study Agreement for use by the District (Coastline College) in placing CalWorks students with off-campus employers. This Standard Agreement will enable Coastline College establish vital business relationships with local employers for the purpose of placing Coastline students at job training locations pursuant to the CCC CalWorks grant program. (See Attachment # 13)

Fiscal Impact: No fiscal impact to approve this as a District Standard Agreement for future use. Salary contributions for job placement funded by CalWorks Program grant funding.

4.04.05 Approval of Standard CalWorks Student Work Study Participation Agreement for Use by Coast Community College District (Coastline College) When Placing CalWorks Students at Job Training Locations

After review by the District's General Counsel, it is recommended by the Chancellor that approval be given for the use of the Standard CalWorks Student Participation Agreement for use by the District (Coastline College) in placing CalWorks students with off-campus employers. This Standard Agreement will protect the District when placing Coastline CalWorks students at job training locations pursuant to the CCC CalWorks grant program. (See Attachment #14)

Fiscal Impact: No fiscal impact to approve this as a District Standard Agreement for future use.

4.04.06 Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Winter 2011 Short-term Study Abroad Program in Paris, France

After review by the Dean of Consumer and Health Sciences and the Interim President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a winter in Paris, France Study Abroad Program during winter 2011. All logistical arrangements will be handled by ACCENT. Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Barbara Cooper, Orange Coast College, will serve as faculty. Authorization to conduct the winter in Paris, France Study Abroad Program was given on September 30, 2009.

The President of the Board of Trustees, or designee, is authorized to sign the agreement and any related documents indicating approval by the Board.

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

4.04.07 Approval of Addendum One to Existing Agreement for Online Transcript Services Between the Coast Community College District and Credentials, Inc.

After review by the District's General Counsel, it is recommended by the Chancellor that approval be given for Addendum One to the existing agreement for online transcript services between the Coast Community College District and Credentials, Inc. Addendum One will allow the District and its colleges to provide online transcripts through Credentials, Inc. TranscriptsPlus® online system to requesting educational institutions that have properly executed a Receiving Institution Agreement. The President of the Board of Trustees, or designee, is authorized to sign the agreement and any related documents indicating approval by the Board. (See Attachment #15)

Fiscal Impact: District's colleges to receive \$3 for each transcript requested by standard processing, and \$8 per transcript for each transcript requested on an expedited basis (within 48 hours).

4.04.08 Authorization to Enter into Curriculum Management Agreement Between the Coast Community College District and Governet for Curriculum Management Services for the Coast Community College District

After review by District General Counsel, it is recommended by the Chancellor that the Board approve the Curriculum Management Agreement between the Coast Community College District and Governet. The Board President or designee is authorized to sign the agreement and any related documents, indicating

approval by the Board of Trustees.

CurricUNet is a comprehensive curriculum management system that manages the curriculum process from the inception of a course to its final approval by the State Chancellor's Office. It creates a virtually paperless, fully automated system that dramatically changes the curriculum development processes and work environment of each institution that uses it. The term of this Agreement is for three years. (See Attachment # 16)

Fiscal Impact: \$105,000.00 paid from Coastline College's contract education funds. Ongoing annual maintenance cost of \$9,000.00 to be paid by each college.



TW Telecom 3-year Tele Svc Agmt GWC 12-09-09 Board Attachment.pdf



Standard CalWorks Work Study Program Employer Agreement 2009.docx





Student Participation Agreement CalWorks Study Program.docx Addendum One to Credentials Inc Online Transcripts Agmt.doc

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4.05 Buildings and Grounds Approvals

12/09/2009 Regular Meeting 4. Action Items

Meeting: 12/09/2
Category: 4. Action
Agenda Type: Action Public Access: Yes

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4.05 Buildings and Grounds Approvals



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4.05.01 Approve Change Order No. 1; Orange Coast College Softball Field; Bid No. 1964

After review by the Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Change Order No. 1 to Orange Coast College Softball Field; Bid No. 1964 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents. (See Attachment #1)

These changes are necessary for the following reasons:

GCI Construction, Inc. - Category A - Demolition/Earthwork/Grading

Closeout Credit for Allowances

<\$ 5,050>

Contract Amount: \$131,469 (C.O. 1: 3.84% Decrease)
Total Change Orders: <\$5,050> (3.84% Decrease)

American Landscape - Category D - Landscaping/Irrigation

Closeout Credit for Allowances

<\$ 1,867>

Contract Amount: \$281,237 (C.O. 1: .66% Decrease)
Total Change Orders: <\$1,867> (.66% Decrease)

Ace Electric - Category F - Electrical

Closeout Credit for Allowances

<\$13,065>

Contract Amount: \$124,500 (C.O. 1: 10.49% Decrease)
Total Change Orders: <\$13,065> (10.49% Decrease)

Verne's Plumbing, Inc. - Category G - Plumbing

Closeout Credit for Allowances

<\$ 4,179>

Contract Amount: \$44,650 (C.O. 1: 9.36% Decrease)
Total Change Orders: <\$4,179> (9.36% Decrease)

Fiscal Impact: <\$24,161>

(Measure C - General Obligation Bond Fund)

Master Plan Approved Project

OCC Upgrade Health/Wellness Facilities

OCC Upgrade Softball Field

4.05.02 Bid Tabulations and Award of Contract: Orange Coast College Recycling Center Solar Panels; Bid No. 1972

Notices were published on November 5 and November 12, 2009 in the newspaper as well as in four trade journals requesting bids. Twenty bid packages were delivered or picked up by prospective bidders. Seven bids were received.

The bids were opened on December 1, 2009 for the Orange Coast College Recycling Center Solar Panels; Bid No. 1972.

After careful review by the Coast Community College District Risk Services Manager and Assistant Director of Facilities, Planning and Construction, it is recommended that a contract be awarded to The MSH Construction Co. DBA: The Moss Co. as lowest qualified base bid of \$59,881 as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

		<u>Base Bid</u>
1.	The MSH Construction Co. DBA: The Moss Co. 15301 Connector Lane, Huntington Beach, CA 92649	\$59,881
2.	Aramexx Construction, Chino, CA 91710	\$61,600
3.	Dennison Electric, Inc., Los Alamitos, CA 90720	\$66,400
4.	Turn Around Communications, Inc., Corona, CA 92881	\$66,500
5.	R & H Industries dba Best Electric, Gardena, CA 90247	\$67,000
6.	Best Contracting Services, Inc., Gardena, CA 90248	\$79,790
7.	Metro Builders & Engineers Group, LTD, Newport Beach, CA 92663	\$83,397

Fiscal Impact: \$59,881

(ASOCC Funds)

Master Plan Approved Project

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4.06 General Items of Business - Orange Coast College

4.06 General Items of Business - Orange Coast College

Meeting:

12/09/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action

Public Access: Yes

Agendalien Content

4.06.01 Approval of Orange Coast College Harry and Grace Steele Children's Center Tuition Increase

Orange Coast College Harry and Grace Steele Children's Center to increase its tuition rate for all full-cost tuition families (faculty, staff, students, and community members). The rate of increase is 5% for infant and toddler ages and 12% for preschool. This increase is an additional \$3.00 per day for infants and toddlers and \$4.00 per day for preschoolers. The increase is to reduce the Children's Center's deficit due to rising operational costs. The Children's Center has not raised its rates since 2007. This tuition increase will be effective January 5, 2010. The tuition increase has been reviewed and unanimously endorsed and recommended by the Parent Advisory Committee, Student Services Planning Council, College Council, Student Senate, and Planning and Budget Committee. These tuition increases do not effect fully or partially subsidized student families enrolled at the Center.

Additional Administrative Content

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4.07 General Items of Business - District

Meeting:

12/09/2009 Regular Meeting

Category:

4. Action Items Agenda Type: Action (Consent)

Public Access: Yes

4.07 General Items of Business - District

4.07.01 Approval of Material Fees

The Board had an opportunity to review the Material Fees at the November 18, 2009 Board Meeting. It is recommended that the Material Fees be approved as indicated.

Coastline College

Effective Spring 2010

Deletions: FROM TO

ACCT C102 - Managerial Accounting \$3.00 \$0.00

BC C306 - Website Internship \$10.00 \$0.00

BUS C101 - Project Management Professional \$2.00 \$0.00

DGA C166B - Fireworks \$22.00 \$0.00

DGA C166C - Flash Basics \$22.00 \$0,00

DGA C166F - Action Script & Flash \$22.00 \$0.00

PTEC C110 - Introduction to Process Technology \$3.00 \$0.00

Effective Summer 2010

Deletions: FROM TO

ACCT C101 - Financial Accounting \$6.00 \$0.00

ART C265 - Methods and Materials of Italian Masterworks \$50.00 \$0.00

COMP C058 - Easy Window Basics \$3.00 \$0.00

COMP C170 - Using the Internet \$8.00 \$0.00

COMP C186 - Interactive Multimedia Using Tool Book II \$10.00 \$0.00

COMP C300L - Word Processing Lab \$6.00 \$0.00

CS C111 - Introduction to Information Systems & Programming \$4.00 \$0.00

CS C125 - Programming in Basic \$10.00 \$0.00

CST C103 - Cabling - Fiber Optic \$50.00 \$0.00

CST C134 - Network Application Software \$25.00 \$0.00

CST C168 - Implementing/Administering Windows 2000 \$4:00 \$0.00

CST C185 - MS Server 2008 Network Infrastructure \$4.00 \$0.00

CST C186 - MS Server 2008 Applications Infrastructure \$4.00 \$0.00

CST C187 - MS Exchange Server 2007 Configuration \$4.00 \$0.00

CST C196 - Solaris Administration \$4.00 \$0.00

CST C204-1 - CISCO Wan Design \$4.00 \$0.00

CST C205-1 - Advanced CISCO Routing \$4.00 \$0.00

CST C2081 - CISCO Internetwork Troubleshooting \$4.00 \$0.00

CST C245 - Exploring Computers Forensics \$4.00 \$0.00

CST C270 - Setting Up a Security/Network Consulting \$4.00 \$0.00

DGA C072 - Easy Photoshop \$10.00 \$0.00

DGA C075 - Easy Graphics \$10.00 \$0.00

DGA C077 - Easy Photoshop Elements 2 \$5.00 \$0.00

DGA C079 - Easy Photoshop Elements 3 \$5.00 \$0.00

DGA C092 - Computer Scrapbooking \$10.00 \$0.00

DGA C115 - Working with QuarkXPress \$17.00 \$0.00

DGA C115B - Beyond the Basics with QuarkXPress \$17.00 \$0.00

DGA C116C - Adobe Photoshop 3 \$17.00 \$0.00

DGA C170 - Character Design \$4.00 \$0.00

DGA C174 - Intro to 3-D Animation \$4.00 \$0.00

DGA C176 - Web Animation \$4.00 \$0.00

DGA C182 - Simulation Building \$4.00 \$0.00

DGA C185 - Interface Design Project \$4.00 \$0.00

INFM C176 - Web Animation \$4.00 \$0.00

INFM C182 - Simulation Building \$4.00 \$0.00

INFM C184 - Interface Design \$4.00 \$0.00

INFM C185 - Interface Design Project \$4.00 \$0.00

Golden West College

Effective Fall 2009

Revisions (Decrease): FROM TO

AUTO G145 - Basic Clean Air Car Course \$50.00 \$39.00

New Course with Fee:

Art G161 – Jeweiry & Metal Design II \$25.00

Effective Spring 2010

Revisions (Increase): FROM TO

CBA G100 - Computer Keyboarding, Intro Parts 1, 2 and 3 \$8.00 \$8.50

CHEM G130 - Intro to Chemistry Principles \$7.00 \$10.50

CHEM G220 - Organic Chemistry \$24.50 \$26.00

CHEM G225 - Organic Chemistry \$21.50 \$24.50

COSM G077 - Esthetician \$600.00 \$800.00

ENGW G001 - Grammar 1: Parts of Speech \$2.00 \$5.00

ENGW G003 - Grammar 3: Building Sentences \$2.00 \$5.00

ENGW G020 - Writing Center Conference I \$3.00 \$5.00 ENGW G021 - Writing Center Conference II

\$3.00 \$5.00

MUSIC G115 - Basic Music \$2.00 \$3.00

PHOTO G150 - Fundamentals of Photography \$25.00 \$35.00

PHOTO G190/DART G190 - Photography Fundamentals/Digital Imaging \$25.00 \$35.00

Revisions (Decrease): FROM TO

BIOL G210 - General Microbiology \$14.00 \$11.00

CBA G101 - Computer Keyboarding, Intro Part I \$3.00 \$2.50

HUM G145/MUSIC G185 - History of Rock Music \$4.00 \$3.00

MUSIC G116 - Theory I (Diatonic) \$4.00 \$3.00

MUSIC G216 - Theory II (Chromatic) \$4.00 \$3.00

Deletions: FROM TO

CJ G150 – Introduction to Corrections \$3.00 \$0.00 CJ G160 – Introduction to Forensic and Evidence Technology \$2.50 \$0.00

Orange Coast College

Effective Spring 2010

Revisions (Increase): FROM TO

CA A120 – Culinary Principles I \$35.00 \$45.00
CA A122 – Culinary Principles II \$60.00 \$120.00
CA A124 – Principles of Baking \$25.00 \$40.00
CA A149 – Pantry \$25.00 \$55.00
CA A150 – Principles of Quantity of Food Preparation \$40.00 \$50.00
CA A200 – Garde Manager \$35.00 \$70.00
CA A226 – Principles of Pastry Arts \$130.00 \$150.00
CA A245 – Culinary Principles III \$60.00 \$90.00
CA A255 – Advanced Garde Manager \$45.00 \$60.00
COUN A101 – New Horizons: Men/Women \$2.50 \$5.00
COUN A120 – Career Planning (Hybrid Course) \$23.00 \$30.00
FSM A151 – Food Production Management \$30.00 \$45.00
FSM A190 – Dining Room Service \$35.00 \$45.00
FSM A210 – Dining Room Management \$35.00 \$45.00
GEOG A190 – Introduction to Geographic Information Services \$0.00 \$11.70

Deletions: FROM TO

BIOL A280 - Evolutionary Ecology \$6.00 \$0.00

MARA A152 - Boat Handling & Seamanship \$0.00 \$26.00

MARA A154 - Yachtkeeping and Engine Maintenance \$0.00 \$33.00

New Course with Fee:

BIOL A101 – The Biology of Cooking \$10.00

A reference copy of the Material Fees is on file in the Board of Trustees' Office and is available for review.

4.07.02 Adopt Initial Proposal of the Coast Community College District to Re-Open Negotiations on a New Article of the Agreement with the Coast Federation of Classified Employees/ American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794

Following the public hearing, it is recommended by the Chancellor and the Vice Chancellor of Human Resources, and upon review by the District's General Counsel, that the Board of Trustees, adopt the initial proposal of the Coast Community College District to re-open negotiations on a new Article of the Agreement with the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT) pertaining to the proposed Early Notification Departure Stimulus ("ENDS") Program. (See Attachment #19)

4.07.03 Adopt Initial Proposal of the Coast Community College District to Re-Open Negotiations on a New Article of the Agreement with the Coast Federation of Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911)

Following the public hearing, it is recommended by the Chancellor and the Vice Chancellor of Human Resources, and upon review by the District's General Counsel, that the Board of Trustees, adopt the initial proposal of the Coast Community College District to re-open negotiations on a new Article of the Agreement with the Coast Federation of Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911) pertaining to the proposed Early Notification Departure Stimulus ("ENDS") Program. (See Attachment #19)



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4.08 Personnel Action

Meeting:

12/09/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

Agenda lien Content

4.08 Personnel Action

4.08.01 Approval of Employment Agreements for Educational Administrators

After review by the District General Counsel and the Vice Chancellor for Human Resources, it is recommended by the Chancellor that the Board of Trustees approve the Employment Agreements for the following Educational Administrators. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board. (See Attachment # 18)

<u>Name</u>	<u>Title</u>	Campus	Start Dt	End Dt
Ames, Steven	Coordinator, Criminal Justice Training Ctr.	GWC	07/01/10	06/30/12
Asim, Paul	Dean	occ	07/01/10	06/30/12
Baird, David	Dean	GWC	07/01/10	06/30/12
Ballinger, Kevin	Dean	occ	07/01/10	06/30/12
Benoit, Douglas	Dean	occ	07/01/10	06/30/12
Boehler, Ted	Dean	ccc	07/01/10	06/30/12
Bond, Barbara	Dean	occ	07/01/10	06/30/12
Bryan, Johns W.	President	GWC	07/01/10	06/30/12
Duke, Shalamon	Dean	ccc	07/01/10	06/30/12
Groot, Joycelyn	Dean Military/Contract Ed Programs	ccc	07/01/10	06/30/11
Lopez, Vinicio	Dean	ccc	07/01/10	06/30/11
Lowenberg, Ron	Dean/Director	GWC .	07/01/10	06/30/12
Mandelkern, Michael	Dean	occ	07/01/10	06/30/12
McGowan, Journana	Dean	CCC	07/01/10	06/30/12
Tamanaha, Stephen	Director of EOPS	occ	07/01/10	06/30/12
Wilkerson, Lois	Admin Dir. Workforce Economic Dev.	ccc	07/01/10	06/30/11
Worden, Sylvia	Associate Dean/Director	OCC	07/01/10	06/30/12

4.08.02 Coast Community College District Reorganization/Reassignment Plan

Goal:

To reduce personnel costs and garner savings to mitigate budget

reductions

Fiscal Goal:

\$1,000,000 + for Fiscal Year 2009/2010

Methodology:

Freeze external recruitment and hiring for all vacant positions with the

exception of Full-time Faculty, Presidents, and Vice Chancellors

Effective Date:

December 10, 2009

Implementation Procedures:

- Each College and District Office site will evaluate all vacant positions and indentify those that must be filled, specifically positions that are deemed essential and critical for college/district operations, strategic mission, legal, health, and/or other life safety requirements.
- Vacant positions deemed essential for replacement will be reviewed at the District Presidents' Council for any potential consolidation of functions/responsibilities between institutions.
- A position that is determined necessary for replacement by the Presidents' Council will be further examined for lateral reorganization/reassignment by the college/district site where the vacancy resides.
- 4. If a site reorganization/reassignment is not viable, then the District Office of Human Resources will review the District-wide transfer list and initiate lateral transfer interviews as appropriate with the site supervisor and/or personnel screening committee.
- 5. Procedures for full-time faculty transfers and reassignments will be implemented in accordance with Article XXII of the collective bargaining agreement.
- 6. If the District-wide transfer process does not yield a viable candidate, an internal recruitment process will be conducted within the district for ten (10) days or until filled.
- 7. Only full time CCCD employees will be eligible to apply for the vacant positions; temporary/hourly employees may not apply.
- 8. The maintenance of present diversity balances will be considered in all transfer, downgrade, and internal recruitment decisions.

All vacant positions as a result of the internal transfers and hiring will be reviewed to determine if replacement is needed. A net loss of positions is expected at an estimated one million dollars.

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Note: Because a net loss of positions is the expected outcome at an estimated savings of one million dollars, all vacant positions generated as a result of the internal transfer and hiring procedures outlined here will in turn be subject to the same review process in order to be filled.

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4.09 Resolutions

Meeting:

12/09/2009 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

Agenda Item Content

4.09 Resolutions

4.09.01

Coast Community College District Board of Trustees Resolution #09-48 Coast Community College District Reorganization and Lateral Transfer Plan

WHEREAS the Coast Community College District is facing a \$10.6 million budget shortfall for the 2010-2011 fiscal year;

WHEREAS the District is anticipating a cumulative budget shortfall of over \$38 million by the 2012-2013 fiscal year;

WHEREAS the State's latest financial report indicates a revenue shortfall of \$21 billion;

WHEREAS the State Chancellor Office has announced expected additional budget reductions for 2010-2011 and beyond;

WHEREAS the District is expecting reductions of 32% to 50% in categorical funding for 2009-2010:

WHEREAS the District received workload measure reductions of 3.59%

WHEREAS the District has yet been unable to successfully initiate negotiations regarding employee compensation reductions and/or increased employee contribution to benefits;

WHEREAS the District is committed to find solutions without layoffs of full-time employees;

WHEREAS the District has an existing diverse pool of excellent faculty, staff, and management employees;

WHEREAS Section 53021(c)(1) of Title 5 of the California Code of Regulations allows for filling positions without recruitment in the event of a "reorganization that does not result in a net increase in the number of employees"; and

WHEREAS Section 53021(c)(2) of Title 5 of the California Code of Regulations allows for filling positions without recruitment in the event that "one or more lateral transfers are made and there is no net increase in the number of employees."

THEREFORE, BE IT RESOLVED that the Board of Trustees accepts the Chancellor's recommendation to institute a District-wide external recruitment and hiring freeze and a District-wide reorganization-and-lateral transfer plan which will involve: (a) evaluating the necessity of every vacant position throughout the District in order to save on personnel costs; (b) implementing a lateral transfer process for faculty, staff, and management; (c) engaging in internal recruitment only for all vacant positions with the exception of executive management positions (i.e, Presidents and Vice-Chancellors).

4.09.02

Coast Community College District Board of Trustees Resolution #09-49 Resolution Regarding an Addendum to the Mitigated Negative Declaration and Filing of Notice of Determination for Coastline Community College Newport Beach Learning Center

After review by the College Vice President of Administrative Services and District General Counsel, it is recommended by the Chancellor that the Board of Trustees adopt the following Resolution that declares that the purchase of .54 acres of land at 1535 Monrovia Avenue, Newport Beach, to be added to the Coastline Community College Newport Beach Learning Center for additional parking and open space will not alter the findings of the Initial Study and the Mitigated Negative Declaration which determined there will not be significant adverse effect on the environment because the Mitigation Measures described in the Initial Study have been added to the project pursuant to the California Environmental Quality Act of 1970 (CEQA) and Procedures for Evaluation of Projects. The purpose of the Resolution is to disclose environmental impacts created by the development of this project.

The Mitigated Negative Declaration documentation was filed on this project with the State of California as prescribed, and no protests have been received during the statutory interval of time.

It is further recommended that authorization be given for the President of the Board to sign the Notice of Determination to be filed with the Orange County Clerk Recorder's Office. (See Attachment # 17)

WHEREAS, the Coast Community College District has proposed a project to replace the Coastline Community College leased Costa Mesa Center located at 2990 Mesa Verde drive East, Costa Mesa, CA 92626, with the new Coastline Community College Learning Center ("Project") to be located at 1505-1515 and 1527-1533 Monrovia Avenue, Newport Beach, California; and

WHEREAS, the Project is proposed to consist of a three-story, approximately 67,000 square foot, higher education learning facility with on-site adjacent parking on an approximately 3.4 acre property located along the west side of Monrovia Avenue and north of the terminus of 15th street in the City of Newport Beach and further described under "Project Characteristics" in the Initial Study; and

WHEREAS, the District, through its consultant Michael Brandman Associates, prepared the Initial Study and Mitigated Negative Declaration of Environmental Impacts for the Project, including Appendices, a Mitigation Monitoring and Reporting Program for the Project, the Response to Comments Letter, and the Phase I report completed by Geosyntec Consultants; with all these documents being incorporated by reference in this Resolution; and

WHEREAS, the Coast Community College District Board of Trustees ("Board") has reviewed and approved the proposed Mitigated Negative Declaration of Environmental Impacts for the Project, including Appendices, and the Mitigation Monitoring and Reporting Program, the Response to Comments Letter, and the Phase I report completed by Geosyntec Consultants; on August 14, 2009; and

WHEREAS, the addendum to Mitigation Monitoring and Reporting Program for the Project will not alter any of the mitigation measures incorporated into the Project to reduce the potentially significant environmental effects of the Project to a less-than-significant level, which are within the jurisdiction of the District to adopt and implement, and will in fact be implemented by the District.

THEREFORE BE IT RESOLVED, the Board finds on the basis of the whole record before it, including the Initial Study and any comments received, that there is no substantial evidence that the Project will have a significant effect on the environment, because the mitigation measures described in the Study and Mitigated Negative Declaration of Environmental Impacts have been made part of the Project description

and agreed to by the District.

RESOLVED, the Board finds that the addendum to the Initial Study and Mitigated Negative Declaration reflects the independent judgment and analysis of the District as lead agency for the Project.

RESOLVED, the Board approves and adopts the addendum to the Mitigated Negative Declaration for the Project.

RESOLVED, the Board approves and adopts the addendum to the Mitigation Monitoring and Reporting Program for the Project, and directs the District and College staff, in carrying out the Project, to implement and comply with: (1) the Mitigation Measures, which are described and referenced in the Initial Study including the addendum and Mitigated Negative Declaration of Environmental Impacts; and (2) the Mitigation Monitoring and Reporting Program.

RESOLVED, the Board authorizes the President of the Board to sign the Notice of Determination to be filed with the Orange County Clerk Recorder's Office.

RESOLVED, the custodian of the documents comprising the record of proceedings is the District's Secretary of the Board of Trustees, or his designee, whose office is located at 1370 Adams Avenue, Costa Mesa, California 92626

Additional Administrative Contains

4.10 Approval of Minutes

Meeting:

12/09/2009 Regular Meeting 4. Action Items

Category: Agenda Type: Information

Public Access: Yes

Agendallem Content

4.10 Approval of Minutes

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Minutes of the following meetings be approved:

Regular meeting of: November 18, 2009 Special Meeting of: November 24, 2009

SM Min 11-24-09.pdf

Min 11-18-09 Regular Meeting.pdf

Additional Administrative Conten

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5.00 Public Comment (Items not on Agenda)

Meeting:

12/09/2009 Regular Meeting

Category:

5. Public Comment

Agenda Type: Information

Aceidailem Content

Public Access: Yes

5.00 Public Comment (Items not on 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 Secretary of the Board 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 Secretary of the Board at (714) 438-4848, as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.

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6.00 Adjournment

Meeting:

12/09/2009 Regular Meeting 6. Adjournment

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

Agendaliem Content

6.00 Adjournment

Draft 12/9/09

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CHANGE ORDER No. 01A

TITLE:	01: GCI Construction		DATE:	12/1/2009		
PROJECT:	OCC Upgrade Softball	Field	CCCD PROJ NO:	12050-995		
TO:	Attn: Richard Tirrell		CONTRACT NO:	PO 316004		
	GCI Construction		DSA NO:			
	245 Fischer Ave Costa Mesa, CA 92626	5	ARCH PROJ NO:			
	Phone: 714-957-0233					
			GC PROJ NO:			
CHANGES T	O CONTRACT					
00001 Unuse	d Allowance Dollars			(\$5,050.00)		
Type Number	COLLECTED CHANG Title Unused Allowance Dollars	Cost				
COK 00001	Onused Anowalice Donats	(\$3,030.00)	Unit Cost:	(PE 050 00)		
			Unit Tax:	(\$5,050.00) \$0.00		
		•	Total:	(\$5,050.00)		
FN 0 1 1	10 4 40					
•	l Contract Sum was by Previously Authoriz	ed Requests and Changes		\$131,469.00 \$0.00		
_	t Sum Prior to This Ch	•		\$131,469.00		
	t Sum Will be Decrease	o contract of the contract of	***************************************	·		
The New Co	ntract Sum Including T	his Change Order	***	\$126,419.00		
	t Time Will Not Be Cha	•		••		
The Date of S	Substantial Completion	as of this Change Order Therefore is	4	••		
this Change (compliance w	Order. Contractor agrees with applicable sections o	litions stated above as full and final settle to perform the above-described work in f the Contract Documents. This Change General Conditions of the Contract Documents.	accordance with the a Order is hereby agree	bove terms and in		
GCI Constru	ıction	Coast Community College District	TBP Architectur	re		
Ву:	<u>,</u>	Ву:	By:			
	Richard Tirrell	C.M. Brahmbhatt	Ma	tt Sommers		
Date:		Date:	Date:			
Construction	Manager	Division of State Architect				
Ву:		Ву:	<u></u>			
Date:		Date:				

CHANGE ORDER No. 01D

TITLE:	01: American Landscape			DATE:	12/1/2009
PROJECT:	OCC Upgrade Softball Fi	eld		CCCD PROJ NO:	12050-995
то:	Attn: Joe Nasta American Landscape Inc. 7013 Owensmouth Avent Canoga Park, CA 91303 Phone: (818) 999 - 2041			CONTRACT NO: DSA NO: ARCH PROJ NO: GC PROJ NO:	PO316323
CHANGES T	O CONTRACT			- NAMES PROFILE COMMENTS CONTROL OF THE SECOND SECO	
00001 Unuse Type Number COR 00001	d Allowance Dollars; Final Clos COLLECTED CHANGE Title American Landscape-Unused	SOURCE	Cost (\$1,867.00)		(\$1,867.00)
				Unit Cost: Unit Tax:	(\$1,867.00) \$0.00
				Total:	(\$1,867.00)
Net Change I The Contrac The Contrac The New Con The Contrac	Contract Sum was by Previously Authorized t Sum Prior to This Char t Sum Will be Decreased ntract Sum Including Thi t Time Will Not Be Chan Substantial Completion a	Requests and Reque	vas Order		\$279,370.00
this Change Compliance w	Order. Contractor agrees to with applicable sections of the section of t	o perform th the Contract	bove as full and final settler e above-described work in a Documents. This Change (tions of the Contract Docum	ccordance with the a Order is hereby agree	bove terms and in
American La	ndscape Inc.	Coast Cor	nmunity College District	TBP Architectur	·e
Ву:		Ву:		By:	
Date:	Joe Nasta	Date:	C.M. Brahmbhatt	Ma	tt Sommers
Construction	Manager	Division of	f State Architect		
Ву:		Ву:			
Date:		Date:			

CHANGE ORDER No. 01F

TITLE:	01: Ace Electric		DATE:	12/1/2009
PROJECT:	OCC Upgrade Softball F	ield	CCCD PROJ NO:	12050-995
TO:	Attn: Jeffrey A Hinds Ace Electrical Co. 6061 Fairmount San Diego, CA 92120 Phone: 619-521-9740		CONTRACT NO: DSA NO: ARCH PROJ NO: GC PROJ NO:	PO316324
CHANGES T	O CONTRACT			
00001 Unuse	d Allowance Dollars COLLECTED CHANGE	SOUDCE		(\$13,065.00)
Type Number COR 00001	Title Unused Allowance Dollars	Cost (\$13,065.00)		,
			Unit Cost: Unit Tax:	(\$13,065.00) \$0.00
			Total:	(\$13,065.00)
Net Change I The Contrac The Contrac The New Con The Contrac	Contract Sum was by Previously Authorized t Sum Prior to This Chai t Sum Will be Decreased atract Sum Including Th t Time Will Not Be Chan Substantial Completion a	nge Order wasis Change Order	***	\$111,435.00
this Change Compliance w	Order. Contractor agrees to with applicable sections of	tions stated above as full and final settle perform the above-described work in a the Contract Documents. This Change eneral Conditions of the Contract Documents.	accordance with the a Order is hereby agree	bove terms and in
Ace Electrica	ıl Co.	Coast Community College District	TBP Architectur	re
Ву:		Ву:	Ву:	
	Jeffrey A Hinds	C.M. Brahmbhatt	Ma	tt Sommers
Date:		Date:	Date:	
Construction	Manager	Division of State Architect		
Ву:		By:	-	
Date:		Date:		

CHANGE ORDER No. 01G

			*		
TITLE:	01: Verne's Plumbing		DATE:		12/1/2009
PROJECT:	OCC Upgrade Softball F	ield	CCCD	PROJ NO:	12050-995
TO:	Attn: Tim Verne		CONTR	RACT NO:	PO316261
	Verne's Plumbing Inc.		DSA NO):	
			ARCH	PROJ NO:	
			GC PRO	OJ NO:	
e Colone of State of States of States		The control of the co			我就是"最高"两个的工作"和"类似的工作符合的
	O CONTRACT				
00001 Unuse	d Allowance Dollars	<u> </u>			(\$4,179.00)
Type Number	COLLECTED CHANGE	SOURCE:			
COR 00001	Unused Allowance Dollars	(\$4,179.00)			
				Cost:	(\$4,179.00)
			Unit	Tax:	\$0.00
			7	Total:	(\$4,179.00)
The Contrac The Contrac The New Co The Contrac	by Previously Authorized to Sum Prior to This Chaut Sum Will be Decreased ntract Sum Including That Time Will Not Be Chart Substantial Completion	nge Order was Iis Change Order			\$40,471.00
this Change of compliance v	ocepts the terms and condi Order. Contractor agrees to with applicable sections of in accordance with the Go	to perform the above-des the Contract Documents	cribed work in accordance. This Change Order is h	e with the a	bove terms and in
Verne's Plur	nbing Inc.	Coast Community Co	ollege District TBP	Architectui	re
Ву:		By:	By: _		
	Tim Verne	C.M. Bra	hmbhatt	Ma	tt Sommers
Date:		Date:	Date:		
Construction	n Manager	Division of State Arc	hitect		
Ву:		Ву:			
-					



Steve Franks
Director
OC Community Resources

Ryan Drabek Interim Director OC Animal Care

Karen Roper Director OC Community Services

> Mark Denny Director OC Parks

Helen Fried County Librarian OC Public Libraries

November 18, 2009

Joycelyn Groot Coast Community College District (Coastline Community College) 12901 Euclid Street Garden Grove, CA 92840

Re: WIA Training Provider Cost Reimbursement Agreement #S4

Dear Ms. Groot:

In accordance with Section 17(f) of the WIA Training Provider Cost Reimbursement Agreement ("Agreement"), the method of payment for WIA eligible participants who are approved to attend training programs at your school. Section 17(f) of the Agreement states "COUNTY also reserves the right to make compensation payments to CONTRACTOR at any time during the period of this Agreement."

Accordingly, the County is instituting the following change to payment process effective immediately:

CONTRACTOR shall submit an invoice for the **full tuition amount (100%)** for the training program listed in Exhibit B of the Agreement fourteen (14) days after WIA eligible participant begins the training program. Payment will be issued by COUNTY in accordance with COUNTY payment timelines. All other provisions of the original Contract, and any previous amendments, incorporated by this reference, to the extent they are not inconsistent with this amendment, remain unchanged and in full force and effect.

Please sign the extra copy of this letter, enclosed, indicating acceptance of this modification, and return it with an original wet signature to our office. If you have any questions, please contact Stephanie Koontz at (714) 567-7554.

Sincerely,

Andrew Munoz
Community Investment Division Administrator
Workforce Investment Board Executive Director

Coast Community College District (Coastline Community College) acknowledges receipt and accepts the modification of Agreement #S4

Name & Title

Date



ORANGE COUNTY
WORKFORCE INVESTMENT BOARD
1300 S. Grand Avenue, Bldg. B, 3rd Floor, Santa Ana CA 92705
Phone (714) 567-7528 Fax (714) 834-7132
www.ocwib.org

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COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College)

Subcontract Agreement Number 2009.NCPACE.1007

This Subcontract Agreement ("Agreement"), dated September 30, 2009, by and between the COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College), a public educational agency, located at 11460 Warner Avenue, Fountain Valley, CA 92708 ("DISTRICT") and The Board of Regent for the University of Oklahoma by and through University Outreach/College of Continuing Education's Center for Independent and Distance Learning, located at 1600 S. Jenkins, Norman, OK 73072 ("INSTITUTION").

BACKGROUND

This Subcontract Agreement is issued under U.S. Government Contract N00189-09-D-Z060 ("Prime Contract") between Central Texas College ("CTC") and the U.S. Navy ("NAVY"), and the CTC Alternate Technical Proposal ("Technical Proposal") in response to solicitation No. N00189-09-R-Z020, in which DISTRICT serves as a subcontractor to CTC as the Academic Integrator responsible for the development and coordination of the Distance Learning Navy College Program for Afloat Education ("NCPACE") to establish an optimum mix of academic institutions to provide courses, degree programs and support services that meet the requirements outlined in the Technical Proposal.

DISTRICT and INSTITUTION have entered into this Agreement to define the terms pursuant to which INSTITUTION shall provide post-secondary courses, degree programs and student services to participating Sailors in support of the NCPACE program to provide distance learning courses to Sailors assigned full-time to Navy sea-duty.

INSTITUTION shall provide the courses, programs, and services described in the Statement of Work attached herein as Exhibit A and according to the terms and conditions set forth in the Agreement.

TERMS

DISTRICT and INSTITUTION agree as follows:

1. Term

- a. The term of this Agreement shall commence from the date last signed below, with actual performance of task orders commencing on October 1, 2009.
- b. The base year for the Prime Contract shall be from October 1, 2009 to September 30, 2010 and may be extended annually for up to four (4) option years. DISTRICT may, in its sole discretion, extend the term of this Agreement for each option year that the Prime Contract is extended, by written notice to INSTITUTION within thirty (30) days of receipt of notification by CTC that the Prime Contract has been extended.

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2. Termination

- a. DISTRICT may terminate this Agreement, in whole or in part, upon expiration or termination of the Prime Contract, in whole or in part, by NAVY. Upon such expiration or termination, DISTRICT will have no further legal obligation whatsoever to INSTITUTION except to pay INSTITUTION for services provided and according to Section 4 of this Agreement.
- b. Either party may terminate this Agreement, in its sole discretion, upon any material breach or default of either party to perform its obligations under this Agreement if such breach or default is not corrected to the reasonable satisfaction of the non-faulting party within seven (7) days of receipt by the faulting party of notice from the non-faulting party with respect to such a material breach or default.
- c. Either party may terminate this Agreement, in whole or part, for its convenience upon ninety (90) days written notice to the other party.
- d. Upon the expiration of this Agreement or its termination by either party pursuant to Section 2 of this Agreement, INSTITUTION shall, unless provided with written notice from DISTRICT to the contrary, shall take such actions as are necessary to wind up its services hereunder in a timely and orderly manner and during the wind up process shall continue to perform the services to be performed in accordance with the terms of this Agreement.
- e. Except as otherwise set forth in Section 6 of this Agreement, upon termination or expiration of this Agreement, each party shall return to the other all confidential and proprietary information of the other and all data, materials, and other property held by it in connection with the performance of this Agreement.

Modifications

- a. If, in DISTRICT's good faith reasonable judgment, DISTRICT determines that a modification to this Agreement is necessary in order to meet the Navy's expectations with respect to the Prime Contract or is in the interest of NCPACE, then, upon written notice to INSTITUTION (such notice to be accompanied by a detailed explanation of the justification for such a determination), DISTRICT shall have the right to unilaterally modify the scope of Services to be performed by INSTITUTION pursuant to this Agreement. If such a modification is likely to result, in the good faith reasonable judgment of INSTITUTION, in any increase in cost or delay in schedule, then the Parties shall mutually negotiate a revised price for the Services, or, upon any failure to reach agreement with respect to such a revised price, such a determination shall be subject to the dispute resolution procedures set forth in section 18 of this Agreement.
- b. In addition, during the performance of the Prime Contract and this Agreement, DISTRICT may desire to propose a modification to CTC regarding the services to be provided under the Prime Contract, including but not limited to the Services being performed by INSTITUTION pursuant to this Agreement. If a modification to be proposed by DISTRICT is likely to affect the Services being provided by INSTITUTION under this Agreement, DISTRICT shall discuss the proposed modification with INSTITUTION and provide INSTITUTION with an opportunity to provide input and guidance regarding the proposed modification. If and to the extent that the proposed modification affects the schedule or the price or cost of performance by

INSTITUTION, INSTITUTION will be given the opportunity to provide a revised price schedule based upon the proposed modification to the Prime Contract. DISTRICT has the sole and exclusive right to determine whether it will propose modifications to CTC and the NAVY and the content of such modifications.

- c. INSTITUTION acknowledges that DISTRICT will rely upon the recommendations, proposals, technical data, revised pricing and schedule and other information provided by INSTITUTION with regard to proposals to be made to CTC and the NAVY and such recommendations, proposals, technical data, revised pricing and schedule and other information provided by INSTITUTION to assist DISTRICT in the development of proposals for amendment of the Prime Contract will be considered by DISTRICT to be firm commitments and representations of the accuracy of the same by INSTITUTION to support performance under the Prime Contract and this Agreement in accordance with the recommendations, proposals, technical data, revised pricing and schedule and other information provided by INSTITUTION, should the NAVY accept the proposals of DISTRICT, CTC, and INSTITUTION. The agreements of the parties with regard to the modified performance shall be set forth in a bilaterally executed amendment to this Agreement.
- d. If, at any time during the performance of this Agreement, INSTITUTION desires to propose a change to the Services being provided, INSTITUTION shall provide a proposal to DISTRICT regarding such changes. DISTRICT may accept or reject such proposals in its sole discretion. Upon acceptance of proposal, DISTRICT shall issue a modification to INSTITUTION.
- e. Any modification issued pursuant to this Section shall be deemed incorporated into and shall constitute a formal change to this Agreement.

4. Tuition and Payment

- a. INSTITUTION shall be paid for services provided pursuant to the Agreement solely on a fixed price per semester hour basis at the per semester hour tuition prices set forth in Schedule A. INSTITUTION agrees to waive any additional ordinary or special fees, including, but not limited to, application, matriculation, admissions, graduation, student activity, health, or other fees, and there shall be no separate or additional charges for degree evaluation services.
- b. INSTITUTION shall notify DISTRICT in writing of any tuition increase for a subsequent contract year at least sixty (60) days prior to the expiration of the then current contract year. DISTRICT will request a contract modification from CTC and, upon approval by CTC and the NAVY, a modification shall be set forth in an executed amendment to this Agreement.
- c. DISTRICT shall make payment to INSTITUTION as provided in Schedule A provided, however, that DISTRICT shall not be liable to make any payments under this Agreement unless: (i) the funds have been obligated by CTC and CTC has made such funds available to DISTRICT under the Prime Contract; (ii) CTC has so notified DISTRICT of the available funding.
 - Payment due will be calculated based on the number of semester hours

recorded in the DISTRICT Data Management Exchange Network ("DMEN"). An invoice shall be issued by DISTRICT on behalf of INSTITUTION, or by institution directly as mutually agreed upon, after a course cycle closes (according to guidelines set forth in Schedule A) and no more frequently than monthly. INSTITUTION shall have five (5) days to review and reconcile each invoice submitted prior to DISTRICT submitting to CTC for payment. It is the responsibility of the INSTITUTION to identify all discrepancies between the Invoice and the INSTITUTION's records.

- e. INSTITUTION shall not invoice the NAVY, CTC or student-Sailors separately for any tuition charges and/or fees.
- f. DISTRICT shall remit payment to INSTITUTION within 15 days upon receipt of payment from CTC.
- 5. Data Management Exchange Network ("DMEN")
- a. The DMEN has been developed by DISTRICT to effectively maintain all course catalog, delivery order, enrollment, grade, graduate and invoicing data. Information shall be exchanged between DISTRICT's DMEN and INSTITUTION in a timely manner by utilizing email, a secured online user interface and/or flat-file data format. DISTRICT will use Government software to enter enrollment and grade information into the Navy College Management Information System (NCMIS) during the term of this Agreement for the sole purpose of completing all work required by this Agreement.
- b. INSTITUTION agrees to utilize the DMEN in performing services under this Agreement during the term of this Agreement for the sole purpose of completing all work required by this Agreement.
- c. INSTITUTION agrees to maintain the security and confidentiality of all student records accessed during the performance of this agreement according to the standards set forth in Exhibit B.
- Proprietary Information.

During the performance of this Agreement, each Party may be provided information (including information provided by CTC and the Navy) by the other Party that such other Party considers confidential and proprietary information. Except as otherwise required by law, such proprietary information shall be treated as confidential and shall not be disclosed in whole or in part without the prior written consent of the party providing such information. Except as otherwise required by law, the parties shall limit the use and circulation of such information, even within its own organization, to only the extent necessary to perform the services to be provided pursuant to this Agreement.

- 7. Rights in Patents, Works of Authorship and Proprietary Data
- a. DISTRICT and INSTITUTION grant to each other a reciprocal, limited, non-exclusive, nontransferable, paid up and royalty-free license; without right of sublicense, to provide hypertext reference links ("Links") between the DMEN site, and the INSTITUTION's web site.

- b. INSTITUTION grants DISTRICT a limited, non-exclusive, nontransferable, paid up and royalty-free license, without right of sublicense, to display the Uniform Resource Locator of INSTITUTION's web site and/or INSTITUTION's name in association with a Link.
- Any materials or work product (including course materials) produced by INSTITUTION at private expense will be owned by INSTITUTION. If INSTITUTION first produces technical data, computer software and computer software documentation or course materials, other than at its own private expense (e.g., the cost is reimbursed by DISTRICT, CTC, or the Navy), the INSTITUTION shall grant to DISTRICT the rights required by the FAR, the Defense Federal Acquisition, Supplement ("DFARS"), other regulations and the Prime Contract ("Intellectual Property Rights"), including unlimited rights to the Government where appropriate. In addition, INSTITUTION grants to DISTRICT a non-exclusive, paid up, royalty free license to use, copy, create derivative works from and to practice any methods embodied in any deliverables, materials or inventions first produced or reduced to practice in the performance of this Agreement other than deliverables, materials or inventions produced or reduced to practice. as the case may be, at private expense. To the extent that any preexisting materials of INSTITUTION (developed at private expense as provided in the FAR and DFARS) are contained in the deliverables delivered to DISTRICT, CTC or Navy hereunder, INSTITUTION shall grant to DISTRICT a non-exclusive, paid up, royalty free license to use such preexisting materials for the sole purpose of completing all work under this Agreement and the Prime Contract, including without limitation permitting CTC and Navy to use such materials for the purposes described in the Prime Contract. Such licenses include the right to use, execute, reproduce, display, perform, distribute (internally) copies of, and prepare derivative works based upon, such preexisting materials and derivative works thereof as necessary to complete the work under this Agreement and the Prime Contract.
- d. Subject to the rights granted to the Navy, CTC and DISTRICT above, all inventions, works of authorship and other proprietary technical data (as well as copyrights, patents and similar rights attendant thereto):
- i. conceived or reduced to practice, or, in the cases of works of authorship, authored solely by employees of, or persons under contract to either Party, shall be owned exclusively by that Party; and
- ii. conceived or reduced to practice, or, in the cases of works of authorship, authored jointly by the parties shall be owned as determined by the parties' good faith negotiations to establish their respective rights. Failing agreement, each Party shall have an equal undivided one-half interest in the inventions, works of authorship, proprietary technical data, copyrights or patents and shall be entitled to use such inventions, works of authorship, and other proprietary technical data in accordance with such joint ownership rights, without an obligation to account.
- e. DISTRICT and INSTITUTION acknowledge and agree that DISTRICT shall retain all rights to the DMEN developed in support of NCPACE and the domain name "WWW.DLNCPACE.COM."

8. Independent Contractor

a. INSTITUTION acknowledges and agrees that it is an independent contractor whose employees or agents, if any, are not employees or agents of DISTRICT for any purpose, including but not limited to federal, state or local unemployment insurance laws, old

age benefits, Social Security Law, workmen's compensation law, tax laws or any other industrial law and are not eligible for any of the benefits to which employees of DISTRICT are eligible.

b. INSTITUTION is solely and exclusively liable for the payment of: (i) all expenses incurred in and for all claims for damages arising out of or in connection with the performance by INSTITUTION of the Services under this Agreement; and (ii) all required federal, state, and, local income, employment, unemployment, property, excise, sales and use taxes and associated contributions in connection with the payment for Services rendered under this Agreement.

9. Publicity.

INSTITUTION will not disclose any information or make any news release, public announcement, advertisement or other form of publicity concerning this Agreement, the Prime Contract or its efforts in connection herewith or therewith, without DISTRICT's prior written consent, which DISTRICT may grant or withhold in its sole discretion.

10. Assignment.

This Agreement may not be assigned by INSTITUTION without the prior written consent of DISTRICT, which consent may be withheld by DISTRICT in its sole and absolute discretion.

11. Quality Assurance.

- a. INSTITUTION acknowledges that the Prime Contractor must provide a Quality Control Plan (QCP) to the Navy no more than 30 days after contract award. The government's requirements of the QCP are listed in Exhibit A, section C.12. DISTRICT shall provide a copy of the QCP to INSTITUTION upon its availability and INSTITUTION shall accept all relevant terms and provisions set forth in the QCP unless INSTITUTION notifies DISTRICT, in writing, of concerns about compliance within 30-days of receipt of the QCP INSTITUTION also acknowledges that the services it provides under the terms of this Agreement shall be consistent with the accreditation standards adhered to on its home campus. Failure to meet these standards shall be considered a material breach of this Agreement.
- b. INSTITUTION acknowledges and agrees to the terms and provisions of the DISTRICT Quality Assurance document attached herein as Exhibit C.

12. Administrative Supervision and Liaison

- a. DISTRICT and INSTITUTION shall provide administrative supervision and liaison with each other in the performance of this Agreement.
- b. The Program Manager for the DISTRICT will be Joycelyn Groot, Dean of Military/Contract Education Programs, (714) 241-6161; Secondary contact shall be Patti Dessero, Military Programs Manager, (714) 241-6291.
- c. The Program Manager for INSTITUTION shall be Randy Doerneman, Director, (405) 325-1206; Secondary contact shall be Amanda Goodman, NCPACE Coordinator,

(405) 325-3452.

Non Discrimination.

Both PARTIES agree that they will not unlawfully discriminate in the selection of any student to receive instruction pursuant to this AGREEMENT because of that student's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, and/ or medical condition.

Hold Harmless

To the extent permitted by law, INSTITUTION agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of COMPANY, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless COMPANY, its agents, and employees from any damages or claims resulting from acts of omissions of DISTRICT, its agents, or employees.

15. Entire Agreement.

Entire Agreement. This AGREEMENT supersedes all prior agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

16. Limitation of Liability.

Notwithstanding anything to the contrary to the extent allowed by law neither party shall be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) except if due to a party's negligence or other wrongdoing.

On April 14, 2006, the Attorney General of Oklahoma issued Attorney General Opinion No. 06-11 that, among other things, opined that under the Oklahoma State Constitution contractual limitation of liability provisions contained in agreements with State agencies are void and unenforceable unless the amount of liability the State assumes is certain and budgeted for. While the Parties to this agreement acknowledge the Attorney General's Opinion, the Parties further recognize that DISTRICT disagrees with the Attorney General's Opinion and contends that contractual limitation of liability provisions such as the one contained in this agreement are enforceable and do not violate the State Constitution. As a result in the event that Parties to this Agreement have a dispute in which the enforceability of a contractual limitation of liability clause is relevant, then Parties agree that either Party may initiate suit in the State District Court for Oklahoma County seeking a declaratory judgment or any other relief available in law or equity regarding, among other things, the enforceability of a contractual limit of liability. Further the Parties shall have the right to appeal any ruling from the District Court to

the extent permitted under applicable law. The inclusion of this provision does not indicate DISTRICT's express consent to have this Agreement governed by Oklahoma law.

17. Dispute Resolution

A. Meet and Confer Requirement: In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B. Mediation: In the event of any controversy or claim whether based on contract, tort, statute, or other legal or equitable theory, and if the dispute cannot be resolved by negotiation, the parties may mutually agree to submit the dispute to nonbinding mediation by a mediator mutually selected by the parties. If the parties are unable to agree upon a mediator then the mediation will be held at the Orange County Office of Judicial Arbitration and Mediation Services, Inc. ("JAMS") or Judicate West. The complaining party must contact JAMS or Judicate West to schedule the conference. The parties may agree on a mediator from the JAMS or Judicate West panel. If they are unable to agree JAMS or Judicate West will provide a list of three available mediators and each party may strike one. The remaining mediator will serve as the mediator at the mediation conference. If mediation is mutually agreed upon, each party shall pay one-half of the costs of such mediation.

18. Notice.

All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To Campus: Attn:

Joycelyn Groot

Coastline Community College

11460 Warner Avenue Fountain Valley, CA 92708

With a copy to:

Attn: Vice Chancellor, Administrative Services

1370 Adams Avenue Costa Mesa, CA 92626

To INSTITUTION:

Randy Doerneman

University of Oklahoma

1600 S. Jenkins Norman, OK 73072

and/or such other persons or places as either of the parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All

	ting this Agreement on behalf of INSTITUTION authorized to execute this Agreement on behalf of binding on INSTITUTION.
COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College) a Public Educational Agency	INSTITUTION
By:	By:
President, Board of Trustees Date:	Title: Date:
<i>IIIII</i>	

notices sent by certified mail shall be effective forty-eight (48) hours after deposit in the mail.

University of Oklahoma Schedule A

Institution shall provide the following courses according to all terms and conditions of the Technical Proposal and the Statement of Work in the U.S. Government Contract on pages 24-35. The courses shall be published in the NCPACE Distance Learning Catalog and will be made available to Sailors participating in the NCPACE program from October 1, 2009 through September 30, 2010.

COURSE NUMBER	COURSE NAME	Tuition Rate per Credit Hour
ti pida i parti i presidenti i di dan p		
- 	UNDERGRADUATE COURSES	
BAD3503	Real Estate Principles	\$220.75
CHEM1315	General Chemistry	\$220.75
CHEM1415	General Chemistry Continued	\$220.75
CLC2412	Medical Vocabulary	\$220.75
COMM2513	Introduction to Statistics	\$220.75
GEOL1103	Human Geography	\$220.75
GEOL1104	The Dynamic of Earth	\$220.75
GEOL1124	Earth History	\$220.75
HR3013	Introduction to Human Relations	\$220.75
HR4170	Human Relations in the Workplace	\$220.75
LSTD3233	Humanities of the Ancient World	\$220.75
LSTD3243	Humanities of the Modern World	\$220.75
LSTD3333	Human Arrangements	\$220.75
LSTD3343	Challenges in a Changing World	\$220.75
LSTD3433	Dynamic Universe	\$220.75
LSTD3443	Ecology & Evolution	\$220.75
LSTD3503	Interdisciplinary Inquiry	\$220.75
LSTD3613	Leadership in Organizations	\$220.75
LSTD3623	Conflict Resolution	\$220.75
LSTD3633	Integrated Marketing Strategies	\$220.75
LSTD3663	Ethics in Leadership	\$220.75
LSTD4313	Global Justice and Security	\$220.75
LSTD4613	Goal Setting and Attainment	\$220.75
LSTD4643	Quality Initiatives in Organizations	\$220.75
MATH1473	Mathematics for Critical Thinking	\$220.75
MATH1503	Intro to Elementary Functions (College Algebra)	\$220.75
MATH1523	Elementary Functions(College Trigonometry)	\$220.75
MATH1823	Calculus and Analytic Geometry I	\$220.75

		
MATH2423	Calculus and Analytic Geometry II	\$220.75
MATH2433	Calculus & Analytic Geometry III	\$220.75
MATH2443	Calculus and Analytic Geometry IV	\$220.75
MGT3363	Organizational Behavior	\$220.75
MUNM1113	The Understanding of Music	\$220.75
PHYS2514	General Physics/Engineering & Science	\$220.75
SOC3523	Sociology of Crime and Delinquency	\$220.75
SOC3723	Sociology of the Family	\$220.75
	GRADUATE COURSES	
LSTD5003	Introduction to Graduate Interdisciplinary	
	Studies	\$275.94
LSTD5013	Interdisciplinary Foundations	\$275.94
LSTD5623	Theories of Management and Leadership	\$275.94
LSTD5633	Cultures of Organizations	\$275.94
LSTD5643	Individual and Leadership	\$275.94
LSTD5653	Ethics in Leadership	\$275.94
LSTD5663	Perspectives on Leadership	\$275.94
LSTD5673	Leadership Issues in Decision Making	\$275.94
LSTD5683	Organization Communication for Decision	
	Making	\$275.94
LSTD5693	Project Management	\$275.94
LSTD5903	Research Methods	\$275.94
<u> </u>		

Institution shall be paid for grades of A, B, C, D, F, W and I, which have been input into the D.M.E.N. and according to the current procedures outlined in the NCPACE D.M.E.N. Partner Institution User Procedures Manual, provided to each institution and updated regularly.

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Section C - Descriptions and Specifications

SECTION C

SECTION C

Navy College Program for Afloat College Education (NCPACE)

Distance Learning (DL)

Statement of Work

C.1. INTRODUCTION:

C.1.1. The Navy's NCPACE program offers participating Sailors (officers and enlisted) high quality learning opportunities and experiences from post secondary institutions accredited by an accrediting body recognized by the Department of Education. The Center for Personal and Professional Development (CPPD) located in Dam Neck, Virginia is responsible for developing, executing and administering NCPACE. The Navy desires that the contractor provide Distance Learning courses to Sailors permanently assigned to Navy sea-duty Unit Identification Codes (UIC) to accomplish the goals of NCPACE. The program must be student-centric, student friendly, appropriate to the distinctive and varying circumstances of sea-going Sailors and focused on degree completion. Sailors shall be able to initiate, continue and/or complete course work associated with degree requirements.

C.2. BACKGROUND:

- C.2.1.1. Under previous NCPACE educational service contracts, the Navy has offered academic skills, undergraduate and graduate level courses to Sailors assigned full-time to ships, and to Sailors who travel between ship and shore (those in deployable, sea-going UIC's). The Navy uses two primary delivery methods for providing onboard educational opportunities to Sailors. Instructor Led (IL) courses are taught by resident instructors for ships able to berth civilian instructors. Distance Learning (DL) courses are provided for all ships regardless of whether they can berth instructors.
- C.2.1.2. Providing educational access to seagoing Sailors is not new for the Navy. In the early 1970s, the Navy provided Sailors aboard Polaris submarines educational films for viewing during "off watch" hours. The University of South Carolina and Harvard were the first universities to offer college courses by this means to shipboard Sailors. In 1973, the Navy allowed civilian instructors to ride and teach on selected surface ships home ported in Norfolk, Virginia. By 1974, with the advent of the All-Volunteer Force, the Navy's Program for Afloat College Education (PACE) was established.
- C.2.1.3. Currently, some form of NCPACE is available to active U.S. Navy ship, about a dozen USNS ships, and all commands with sea-going UIC's. At the end of Fiscal Year (FY) 2007, NCPACE enrollments in Distance Learning exceeded 11,000 for approximately 400 afloat commands.

C.3. DEFINITIONS:

- C.3.1. ASSET A series of placement tests developed by ACT. ASSET has three tests of basic skills writing, reading and numerical reasoning plus more advanced tests in algebra and geometry.
- C.3.2. ASVAB Test The Armed Services Vocational Aptitude Battery (ASVAB) is a basic test given to new recruits. Subtest scores include those for Word Knowledge (WK), Arithmetic Reasoning (AR), and Paragraph Comprehension (PC) among others.
- C.3.3. Command Brief A marketing and publicity briefing provided by Navy College Office staff to high level command personnel to include the Commanding Officer, Executive Officer, Command Master

- Chief, Education Services Officer, and the NCPACE Point of Contact in order to deliver overall NCPACE information.
- C.3.4. Command Education Plan A listing of proposed students and courses recommended for future NCPACE participation provided to commands by Navy College Office staff during Orientation Services. The listing shall also indicate proposed term dates and the number of projected instructors who will require shipboard berthing.
- C.3.5. Completion Rate Individuals completing courses with passing grades divided by all students enrolled.
- C.3.6. Contracting Officer's Representative (COR) A Government official who provides technical direction and discussion, as necessary, with respect to the specifications or statement of work and monitors the progress and quality of contractor performance. Section 11.3 of the contract provides additional information on the appointment and duties of the COR.
- C.3.7. Contractor The offeror selected to deliver Distance Learning courses under this contract.
- C.3.8. CONUS Continental United States. This includes the 48 contiguous states.
- C.3.9. Cycle Number The unique number assigned by the Ordering Officer that delineates credit hours and tuition amounts by institutions in a DL delivery order. The cycle number is a key reference number in verification of services received and payment of invoices.
- C.3.10. Delivery Order The document issued by the Ordering Officer that authorizes the contractor to provide educational services to the Navy. The delivery order depicts required courses/credit hours, term dates, funding for tuition, etc.
- C.3.11. Crew Brief A briefing for command personnel designed to provide comprehensive information about NCPACE that includes what it can do, how it works, and what educational delivery options can be provided. The Navy College Office staff shall provide the crew briefings during Orientation Services.
- C.3.12. Drop/Add Period The period of time students may drop or add courses, for any reason, without penalty to the Government. For DL methods of delivery, the drop/add period shall be 14 calendar days from the start date as set out in the delivery order for all ships with the exception of deployed submarines. For deployed submarines, the drop/add period shall be 30 calendar days from the start date. Students dropping a course within the authorized period will not be reflected on the final roster.
- C.3.13. Educational Needs Assessment Survey conducted by Navy College Office Staff members or shipboard ESO to determine courses in which command personnel want to enroll under NCPACE. The Needs Assessment is summarized for the command by the Navy College Office staff as part of the Command Education Plan.
- C.3.14. Educational Services Officer (ESO) The primary point of contact for the command's NCPACE program.
- C.3.15. Enrollment A student whose name, rate/rank, social security number, educational institution and course number appears on the initial course roster submitted to NETPDTC.
- C.3.16. Grades Academic Skills course status shall be indicated with E (Exit) for Completion or NC for Non-Completion. College courses are assigned grades to include A,B,C,D,F,W,Wx and I. The grade of Wx is to be a withdrawal for Navy related requirements supported by the Commanding Officer. When a grade of Wx is given, the command shall identify the reason for withdrawal (Transfer, Duty, Medical or Emergency). Passing grades shall be A, B, C, or D and are the only grades to be included in the course completion statistics.
- C.3.17. Hardware Any electronic equipment used to deliver educational services.

- C.3.18. Military Environment The Navy's culture and tradition as it relates to daily activities and life onboard a U.S. Navy ship or Naval installations.
- C.3.19. Navy College Management Information System (NCMIS) The Navy's Voluntary Education database used to track tuition assistance usage, NCPACE participation, and other voluntary education program statistics. NCMIS contains a procurement module that generates NCPACE delivery orders and modifications.
- C.3.20. Navy College Office (NCO) Staff A network of civilian staff members who manage local education office, administer on-base voluntary education programs and coordinates NCPACE. The staff provides support in marketing NCPACE and in conducting Orientation Services. One member of the staff is assigned as Technical Assistant to the COR to assist in monitoring the delivery of NCPACE services. At the time of award, the Government shall provide a current listing of each NCO and its staff.
- C.3.21. Navy College Program (NCP) A voluntary off-duty educational program that provided Sailors the opportunity to earn college degrees through the receipt of academic credit for Navy training, work experience and off-duty education. These programs consist of numerous components that allow and encourage all Sailors to continue their education for professional and personal development and to achieve their lifelong learning goals.
- C.3.22. Navy College Program Distance Learning Partnership (NCPDLP) The Navy's educational opportunities for higher education and lifelong learning with degrees offered through distance learning. Under the NCPDLP, each Navy rate has a Partner Institution offering associate and bachelor's degree that is rate related.
- C.3.23. Navy College Program for Afloat College Education (NCPACE) The program that enables Sailors assigned to Navy sea duty UIC to receive tuition-free academic skills and college courses.
- C.3.24. Naval Education & Training Professional Development & Technology Center (NETPDTC) The activity responsible for executing delivery orders for NCPACE.
- C.3.25. OCONUS Outside Continental United States. This includes Alaska, Hawaii, Puerto Rico, and all overseas locations.
- C.3.26. Ordering Officer The Navy official responsible for the issuance of all NCPACE delivery orders and delivery order modifications under this contract.
- C.3.27. Orientation Services A series of events, conducted by Navy College Office staff, beginning with a command level briefing and culminating in the presentation of a Command Education Plan to a Commanding Officer. Events include, but are not limited to, a command briefing, crew briefings, placement testing and individual counseling for crewmembers interested in participating in NCPACE.
- C.3.28. Servicemembers Opportunity Colleges Navy (SOCNAV) A worldwide consortium of colleges and universities that provide educational opportunities to Sailors and whose members agree to accept traditional and non-traditional academic credits attained through testing, military training and other learning experiences.
- C.3.29 Successful Completion Enrollments resulting in a passing grade of "A", "B", "C", or "D". Grades of "F" and "I" are not considered as passing grades and therefore not counted as successful completions.
- C.3.30. Test of Adult Basic Education (TABE) Norm-referenced tests designed to measure achievement of basic skills commonly found in adult education curricula and taught in instructional programs. Content areas measured are reading, language, mathematics, and spelling. TABE materials are exclusively available from CTB/McGraw-Hill.
- C.3.31 Unit Identification Code (UIC) The number assigned to serve as permanent identification of a Navy command.

C.4. PROGRAM ELIGIBILITY

- C.4.1. Eligibility Requirements: Eligibility requirements for participation in the Distance Learning NCPACE program are as follows:
- C.4.1.1. U.S. Naval vessels and deployable squadrons assigned a Unit Identification Code (UIC) with a sea duty type code of 2 or 4. Only U.S. Navy personnel permanently assigned to those commands including U.S. Marine Corps personnel assigned as ship's company are eligible to participate in NCPACE. Navy personnel on temporary assignment to the command may be eligible to participate as long as they have sufficient time to complete course work while assigned to the command.
- C.4.1.2. All active duty personnel assigned to U.S. Naval Ships (USNS) under the cognizance of the Military Sealift Command (MSC) are eligible to participate in NCPACE Distance Learning.
- C.4.1.3.To be eligible to participate in NCPACE DL, first time enrollees must be counseled by NCO staff and are limited to only one course during the first term. After successful completion of first DL course, Sailors are authorized to enroll in a maximum of two courses per term.
- C.4.1.4. The Navy has waived NCPACE program eligibility requirements for Individual Augmentee (IA) Sailors stationed OCONUS. The IA Sailor must be active duty (Reservist must be on active duty for at least 120 days). To participate in NCPACE, IA Sailors must have orders reflecting IA status and be serving a tour as an IA for at least 90 days. IA Sailors are limited to one course per term.
- C.4.2. Eligibility to participate in NCPACE is solely at the discretion of the Navy and may be changed at any time.

C.5. INSTITUTION AND ACCREDITATION REQUIREMENTS

- C.5.1. The contractor must be an educational institution, a consortium of educational institutions or a commercial entity whose core business is providing educational services.
- C.5.2. All DL courses provided under this contract shall be offered by colleges/universities accredited by an accrediting body recognized by the Department of Education. The source of authority for accreditation status is the latest edition of Accredited Institutions of Postsecondary Education published for the Council for Higher Education Accreditation by the American Council on Education.
- C.5.3. All DL provider institutions offering undergraduate courses shall be members of Servicemembers Opportunity Colleges Navy (SOCNAV). Provisional admission to SOCNAV will be accepted provided full status is granted during the contract year. Membership to Navy College Program Distance Learning Partnership is preferred but not required.

C.6. CURRICULUM REQUIREMENTS

- C.6.1. Contractor shall provide DL courses to include:
- C.6.2. College Courses: All college courses shall have credit granted in semester hours/quarter hours. Students may request official transcripts from the college awarding credit after grades are awarded. NCPACE courses shall appear on the college transcript like any other resident college course. The transcript shall not indicate the coursework was completed through NCPACE.
- C.6.3. The term for duration of Distance Learning courses shall be 90 days. The Ordering Officer may approve either a 30-day extensions or a 60-day extension if sufficient justification is provided by the command. Following the 60-day term extension, if the student still has not completed all required coursework, the institution may, at their discretion, place the student in an "incomplete" status during which time the student will receive a grade of "I". A

student may not remain in an incomplete status for more than 60 days. Students receiving a grade of "F" will not be allowed to re-enroll in the same course.

- C.6.4. The following minimum number of degree programs at each level is required:
- C.6.4.1. Associate Degree At a minimum, a complete associate degree program in general/liberal studies shall be provided. The contractor shall have a minimum inventory of 60 different lower level courses available at all times. Additional degree programs shall be submitted for review by the offeror.
- C.6.4.2. Bachelor Degree At a minimum, a baccalaureate degree program in liberal studies shall be provided. The contractor shall have a minimum inventory of 30 different upper level courses available at all times. Additional degree programs shall be submitted for review by the offeror.
- C.6.4.3. Graduate Courses At minimum, graduate level courses in the field of Information Systems/Technology Management, Operations Management, Financial Management and Business Management shall be provided. The contractor shall have a minimum inventory of 15 graduate level courses available at all times. Additional graduate degree programs shall be submitted for review by the offeror.
- C.6.5. Adding or deleting degree programs or courses shall require prior written approval by Center for Personal and Professional Development.
- C.6.6 College Course Catalog (CDRL A001) The contractor shall develop a course catalog that reflects all Distance Learning college courses offered under NCPACE. The contractor shall coordinate course offerings with the Center for Personal and Professional Development prior to developing the NCPACE course catalog. Course catalog shall be provided to the COR for review and approval within 30 days after contract award. The contractor shall update the catalog annually or when necessary to reflect changes to the DL courses available to Sailors under this contract. Format of the catalog is at the discretion of the contractor. At a minimum, the catalog shall list the following:
- C.6.6.1 Participating institutions and programs.
- C.6.6.2 Statement of accreditation for each participating institution.
- C.6.6.3 Degree roadmap for degree offered.
- C.6.6.4 List and prices of courses.
- C.6.6.5 List of courses requiring placement tests and/or pre-requisites.
- C.6.6.6 Pre-requisites must be identified for each course requiring one.
- C.6.7. Servicemembers Opportunity Colleges Navy (SOCNAV). All participating institutions shall issue a SOCNAV agreement to students upon completion of 6 SH with the degree granting institution. Copies of SOCNAV agreement shall be provided electronically to the Navy College Office servicing the sea-going command.
- C.7 NCPACE OPERATIONS GOVERNMENT RESPONSIBILITIES
- C.7.1. The Government, through Navy College Offices, shall publicize and market NCPACE services to all eligible commands.
- C.7.2. Navy College Office staff shall conduct NCPACE Orientation Services for commands wishing to participate in the NCPACE. Using the results of the Orientation Service, the Navy College Office staff shall design the command's education plan, including course recommendations. ASSET will be used as the placement test for English and Math and will be administered by Navy College Office staff. Placement testing, if required, will be

provided to command members during this Orientation Services period. Recommended courses will be directly correlated to individual goals, Navy College Rating Partners' degree roadmaps, SOCNAV Agreements and to officer educational plans as applicable. Responsibility for Orientation Services shall solely rest with the Government through the Navy College Office.

- C.7.3. Commands desiring NCPACE services shall first submit their request to the appropriate Navy College Office for coordination. After NCO coordination is complete, the command shall submit their request to the Ordering Officer 30 calendar days prior to the command's scheduled deployment date. The Ordering Officer shall coordinate the request with command personnel, Navy College Office staff and contractor representatives as required and then issue a delivery order or delivery order modification for performance of NCPACE DL educational services. After issuance of the delivery order, the command will coordinate courseware/equipment load sate with the contractor.
- C.7.4. Upon award of the Delivery Order for the requested NCPACE courses, the Ordering Officer shall notify the Contractor of the following:
- C.7.4.1. Course title, number and cycle number
- C.7.4.2. Course term beginning dates and term ending dates
- C.7.4.3. Expected number of enrollments
- C.7.4.4. Navy College Office POC, site location, delivery point and required date for textbooks and materials
- C.7.4.5. Ship's POC, mailing address, and email address
- C.7.5. There is not a minimum number of DL course enrollments that must be ordered on a single delivery order unless the command elects to use contractor provided equipment. If contractor provided equipment is requested by the command, the delivery order shall reflect a minimum of five (5) DL enrollments. When contractor equipment is requested by the command, it shall be provided at a ratio of one laptop computer per 15 students.
- C.7.5.1. Secure Storage The Government shall be the custodian for contractor provided equipment and will provide a secure onboard area for this equipment.
- C.7.6. The Government shall provide the Contractor access to the Navy College Management Information System (NCMIS) database via the Internet to be used for inputting all DL enrollment data. The Government shall input the initial enrollment data. The Contractor shall input the final enrollment data, using government provided software, directly to NCMIS for all courses. The Government provided software will be NETSCAPE 4.0 or later browser, Oracle Initiator, and Adobe Acrobat Reader. The Government will also provide installation and troubleshooting assistance to the contractor for the above software. The site license authorizing usage of the above software will be maintained at NETPDTC N6. The contractor is required to install, activate, and utilize the government provided software only on licensed computers. For proper connectivity permitting direct contractor data entry into NCMIS, the following minimum hardware and software requirements must be met for each site authorized to access the NCMIS program: 32 Megabytes of RAM, 32 BIT P/C, Web access or 56.6 Kbps modem, CD-Rom drive, Windows 2000 or NT operating system. Site names where licensed computers are to be located and those individuals who will input the data must be provided to the COR. The roster data fields to be input are listed on Attachment (1)

C.8 NCPACE OPERATIONS - CONTRACTOR RESPONSIBILITIES

C.8.1.The Contractor shall be required to provide Distance Learning courses to all eligible Navy commands on a worldwide basis. These courses shall include undergraduate and graduate courses relating to enlisted naval occupations and/or commonly requested degree programs. Distance learning courses must emphasize delivery through multimedia, to include CD-ROM, IPOD, PDA and paper-based. Mobile units required to transfer from the ship to isolated locations may take contractor provided equipment if the schedule or mission for the seagoing unit so requires.

- C.8.2. Delivery of DL courses, materials and equipment may begin after the contractor has received appropriate authorization from the Ordering Officer. Appropriate authorization includes written Delivery Orders, modifications and verbal authorizations to proceed from the Ordering Officer.
- C.8.3. Following receipt of the delivery order, the contractor is responsible for student registration, textbook and or instructional materials ordering/sale, and for providing students with any applicable information relating to individual courses and institutions. Copies of the course syllabus shall be made available to students during registration.
- C.8.4. The load date for courses and equipment for pier-side commands preparing for deployment shall be coordinated between the contractor and the command. The load date is impacted by the ship's deployment schedule, personnel availability and operational factors. The Navy will attempt to provide 21-days lead time from the effective date of the delivery order to the load date for courses and equipment, with the enrolled students and NCPACE POC available for registration and training. However, due to the dynamic nature of ship's schedule 21-days lead time may not be possible for some commands. When lead time is less than 21 days, the contractor is expected to make every effort to support the required load date. If the required load date cannot be met by the contractor, the contractor may request an extension from the Ordering Officer.
- C.8.5. If the ship deploys without the requested courses or if the ship is underway when the request is submitted, the contractor shall be responsible for shipment of requested DL course materials, syllabus, textbooks, and equipment to the command. The contractor shall coordinate shipping details with the command to ensure the most expedient and effective method of shipping is used and the material is delivered to the correct address. Course materials shall be shipped to the participating command 14 days prior to the term start date. Expedited shipment of course materials directed by the Navy shall be a reimbursable expense under this contract.
- C.8.6. The Contractor shall provide the course syllabus to the students during registration. The syllabus shall include course objectives and listing of reference materials/textbooks for the class.
- C.8.7. Course materials and textbooks shall be made available to students upon registration. The contractor shall be responsible for selling college course textbooks to students and for collecting, storing and accounting for receipt of funds. Failure by the contractor to make available textbooks and course materials prior to the scheduled load date will result in non-payment of tuition cost by the Government for each course affected. The following applies to the contractor provided course materials:
- C.8.7.1 College -Level Courses. Students (not the Government) shall pay for textbooks, workbooks, and lab fees. The prices charged by the contractor for textbooks, workbooks and lab fees shall be fair and reasonable and in no event shall exceed the prices charged at the institution's home campus. The contractor is encouraged to set up a variety of methods for making textbooks available to students (i.e. leasing, if not marked or damaged, selling second-hand, electronic texts, on-line library, etc.). Textbooks shall be identical to those used on the home campus for the same course. Contractor is encouraged to establish a textbook buy-back program that parallels the institution's home campus policy.
- C.7.8.2 Textbooks and other Instructional Materials All textbooks, supplies, course materials, syllabus and equipment shall be shipped to the point of embarkation at the contractor's expense. The contractor shall expedite shipments when requested and approved by the Navy. The Government shall reimburse the contractor for the cost of approved expedited or express shipment.
- C.8.8. After courses have been ordered, the contractor shall be responsible for communicating with the command and/or local Navy College Office to monitor each student's progress and the overall condition of NCPACE services. The Government shall be informed of all communications with the command. The contractor shall be responsible for coordinating with command personnel to ensure continuance and conformation of courses for the succeeding terms.

C.8.9. The Contractor shall provide a contingency plan for emergency or otherwise unscheduled deployments. At a minimum, the contractor will be provided a 72-hour (3 days) lead-time. If requested, contractor is expected to provide a minimum of 15 DL courses per command in the general education areas (Social Science, Humanities, English, Math and Science).

C.9. DISTANCE LEARNING REQUIREMENTS

- C.9.1. All DL courses regardless of medium must be from the active inventory of the participating academic institution. Courses offered through CD-ROM must be compatible with existing government computers and IT-2 1 compliant.
- C.9.2. All DL courses must carry the same credit hours as the DL courses offered elsewhere by the participating academic institutions.
- C.9.3. The contractor is responsible for ensuring that all contractor provided delivery systems are fully functioning at all times. The contractor is responsible for replacing any non-functioning equipment/software in a timely manner at no cost to the government.
- C.9.4. Students completing courses before the end of this period may start another course for which they were previously registered as long as course has been authorized, funded and ordered by the Ordering Officer.
- C.9.5. The DL course grades shall be posted electronically into NCMIS within 30 days of receipt of grades by the contractor. Contractor shall reimburse the Navy for tuition costs of courses not posted within 30 days of receipt of grades by the contractor.
- C.9.6. The command shall provide the Ordering Officer via either naval message or e-mail with a completion message that will then be provided to the contractor. The message shall contain the following information:
- C.9.6.1 Student name and Social Security Number (last four number only)
- C.9.6.2. Course number and institution
- C.9.6.3. Status of each student (drop, withdrawal, incomplete)
- C.9.6. The contractor shall develop a student critique form. Student critique will evaluate course content, applicability and instructional effectiveness. Results of critiques will be made available to the government upon request.
- C.9.7. Contractor shall provide instructions to Sailors/command concerning DL courses and test security/test compromise. Contractor shall inform the government through the Navy College Offices if unable to off-load exam packages from the ship within a designated time from the end of term date.
- C.9.8. The Contractor shall input the final DL enrollment data with grades directly into NCMIS within 30 days of receipt of grades. (CDRL A002)
- C.9.9. The contractor shall provide a monthly report to the government. The monthly report shall include number of enrollments and number completions as defined in C.3.29. Report shall include percentage of completion, percentage of grades, "A", "B", "C", "D", "F" and "I". (CDRL A003)

C.10 COMPUTER REQUIREMENT

C.10.1. The contractor shall provide laptop computers as requested by participating commands for DL courses ordered by the Navy. Use of contractor provided equipment is minimal and is requested infrequently. Estimate

request is approximately 3-4 contractor provided equipment per quarter per coast (East and West). The following reflects the minimum number of laptop computers that shall be provided for DL courses:

College courses — 1 computer per 15 students

When available, Government computers may be used for CD-Rom courses. Contractor software should be compatible for use with government owned computer. All computer systems shall meet the requirements of IT-2 1.

C. 10.2. The following are the Government's baseline requirements for the computers and printer as required.

Capability/Feature Laptop Processor PIV 2.0 GHz

RAM 512MB

Hard Drive 60 GB Cache Memory L2 128 B

Display

Audio Card Yes, include Mic/speakers

CD Rom48X

PCMCIA Yes Combo Ethernet/Modem

MODEM Internal, 56Kbs

USB Port Yes
Parallel Port Yes
Infrared Port No
Carrying Case Yes

Floppy Disk Drive As required Operating System Windows 2000 or higher

Capability / Feature Printer
Cartridges Black an White
Resolution 600 x 600 dpi

Speed 12 ppm

Media Sizes U.S. letter Media Type Plain paper

I/O Interface

Bi-directional parallel IEEE - 1284 cable or USB cable

Carrying Case Yes Headphones Optional

C.10.3. The contractor is responsible for off-loading contractor provided equipment.

C.11. WARRANTY AND REPAIR

- C.11.1. The contractor shall provide for repair and replacement services for all computer equipment under this contract.
- C.11.2. Responsibility for damages, loss and theft of the contractor owned equipment shall transfer to the Commanding Officer of the participating command upon the command's signed receipt of contractor owned equipment. The contractor shall retain title to all contractor owned equipment provided for DL courses.
- C.11.3. The contractor is responsible for the upgrades, enhancements, replacements, repair/replacements, and extended warranties, etc. at no additional cost to the government.

C.12 QUALITY CONTROL PLAN

- C.12.1. The Contractor shall ensure that quality service is maintained for all NCPACE DL services. At a minimum, the Contractor shall:
- C.12.2. Prepare Quality Control Plan (OCP). The Contractor shall update the QCP provided in the Technical Proposal no more than 30 days after contract award and updated yearly thereafter. The Contractor shall provide its updated and subsequent QCP's to the COR. These submissions are solely for informational purposes. The QCP shall discuss the Contractor's overall approach and procedures for evaluating each of the major service areas, communicating with the Government, resolving deficiencies and identifying potential improvements. Specifically, the plan shall include the following:
- Description of the internal review process including: who will perform the review, the frequency; and the method and a listing of products and services and capabilities under review.
- The benchmark metrics that will be used to evaluate internal program performance and identify improvement areas.
- Approach and procedures for communicating with the Government; handling corrective action without dependence upon Government direction; and identifying and implementing potential improvements to the program services, products, and capabilities.
- On-site records of all inspections conducted by the Contractor and corrective actions taken.
- Description of the procedures and internal controls the Contractor will implement to ensure that the Government is correctly charged for all courses on the catalog.
- C.12.3 Conduct Internal Reviews of Program Performance. The Contractor shall assess program performance using approach and benchmarks delineated in their QCP. The Contractor shall provide the results of these evaluations to the Government when requested.
- C.12.4 Identification and Correction of Poor Quality. As prescribed by FAR 52.246-4, if any service does not conform to the requirements, the Government may require performance. When defects in services cannot be corrected by re-performance, the Contractor may be required to take necessary action to ensure that future performance conforms to SOW requirements. In these instances, noncompliance may result in the issuance of a Contract Discrepancy Report (CDR). CDRs are issued by the COR to document and summarize Contractor noncompliance and forwarded to the Contracting Officer with a copy to the Contractor.
- C.12.5 Government Quality Assurance. In accordance with FAR 52.246-4 services rendered under this contract is subject to Government inspection both during the Contractor's operations and after the completion of the tasks. The Government's Quality Assurance (QA) process will serve primarily to monitor and evaluate the Contractor's Implementation of the QCP and ensures that the Contractor's Quality Control results are in compliance with the requirements of the SOW.
- C.12.5.1 The Government will evaluate Contractor's performance of work under this contract using surveillance of work performed and review of Contractor quality control records. All costs associated with rework to attain the required minimum requirements are the responsibility of the Contractor.
- C.12.5.2 The Government maintains the unilateral right to change its quality assurance procedures to address specific performance areas or circumstances as deemed necessary.
- C. 12.6 Contractor shall provide to the COR within thirty days after contract award, a transition and implementation plan. The plan shall establish the types of administrative staff and organization to be used in administration of this program as well as the percentage of time each administrator shall spend on program administration. Full time is equivalent to forty hours per week.

C.13 PERSONNEL QUALIFICATIONS

C. 13.1. Minimum Requirements-

Personnel assigned to or utilized by the Contractor in the performance of this contract shall, at a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner.

Labor categories Minimum requirements

NCPACE Site Coordinator A Bachelor's Degree from an accredited institution of higher education; and three (3) years experience in the delivery of educational programs.

- Norfolk, VA
- San Diego, CA
- Groton, CT
- Bangor, WA
- Yokosuka, Japan
- Sasebo, Japan
- Pearl Harbor, Hawaii
- Kings Bay, GA
- C.13.2. The Government intends to continue providing office space at the following locations: Norfolk, VA; Groton, CT; Bangor, WA; Yokosuka, Japan; Pearl Harbor, HI; and Kings Bay, GA. Currently, the Government cannot provide office space at the San Diego site.
- C.13.3. The Government will review resumes of each proposed NCPACE Site Coordinator Resumes shall be submitted to the COR within 30 days after contract award.
- C.13.4. If the Ordering Officer questions or otherwise objects to the qualifications or competence of any person performing under this contract, the burden of proof to challenge any objections lies with the contractor.
- C.13.5. The contractor must have the personnel, organization, and administrative control necessary to ensure the services performed meet all requirements specified in delivery orders. The work history of each contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonable ensure the ability for effective and efficient performance.

C.14 COMPLIANCE WITH PRIVACY ACT

C.14.1 Pursuant to the clause FAR 52-224-2 Privacy Act (Apr 1984) of the contract, contractor shall safeguard and establish security measures (including managerial and technical policies and procedures) to protect personal identifiable information (PII) and other sensitive information stored on and exchanged between information systems. C.14.2 Contractor shall establish guidelines to their sub-contractors (if applicable) in ensuring protection of PII. PII information includes sensitive information such as the following:

- postal address
- e-mail address
- telephone number
- social security number
- date of birth
- mother's maiden name
- State/US issued driver's license or ID Number
- Alien registration number
- Passport number
- Employer or TAX ID number
- Employment history
- Bank or credit card/debit card account number or any related pin
- Biometric data
- Unique electronic number, address, or routing code
- Medical records/condition

- Telecommunication ID information or access devise
- Other number of information that may be used to access financial resources
- C.14.3 Contractor shall comply with The 1974 Privacy Act Law, SECNAV Instruction 5211, and NETC Instruction 5211.2 and shall be held liable for loss of sensitive information resulting in human and financial costs and other consequences. Prime contractor shall be held accountable for ensuring their subcontractor's compliance to above instructions.
- C.14.4 Contractor shall assure data integrity, including but not limited to, using only reputable sources of data and destroying untimely data or converting it to anonymous form.
- C.14.5 Contractor shall conduct regular privacy audits to enforce privacy policies.
- C.14.6 Contractor that continually breaches PII policy may be barred from competing with Navy Voluntary Education contracts in the future.
- C.14.7 SECNAVINST 5211 and NETC Instruction 5211.2 shall be provided to the contractor upon award of the contract.

End of Statement of Work

Exhibit B

Security and confidentiality are matters of concern to all higher education institutions and all are bound by the Family Educational Rights and Privacy Act of 1974 (FERPA), a federal law regarding the privacy of student records. As a participating institution in the NCPACE program, it is required that your institution, its employees, agents subcontractors or any others who may have access to student, financial and employee records received by the institution, be trained regarding and maintain compliance with FERPA and other federal and state laws, including HIPAA and other medical information protection laws, the Graham-Leach-Bliley Act and PCIDSS laws and regulations protecting payment card and financial information.

Your institution, and each party to whom you authorize access to student record information, is responsible for maintaining the security and confidentiality of student records.

An individual's conduct, either on or off the job, may threaten the security and confidentiality of records. Each employee and/or student employee/representative who performs services in support of the NCPACE contract, or has access to the records of students who are enrolled at your institution through their participation in the NCPACE contract, is expected to adhere to the following rules and regulations:

- 1. Employees may not perform or permit unauthorized use of or access to any information or records maintained, stored or processed by the institution.
- 2. Employees are not permitted to seek personal benefit or allow others to seek personal benefit using knowledge or confidential information acquired by virtue of an employees work assignment and access to confidential records.
- 3. Employees may not exhibit or divulge the contents of any record or report to any person except in the conduct of their work assignment and in accordance with the institution's own policies and procedures and the NCPACE Contract.
- 4. Employees are responsible to know and understand the security and confidentiality policies and procedures particular to their work assignment.
- Employees may not knowingly include or cause to be included in any report or record a false, inaccurate or misleading entry. Employees may not knowingly expunge or cause to be expunged any record, transaction or report of data entry.
- 6. Employees may not remove any official record or report, or copy thereof, from the office where it is maintained except in performance of a person's duties as directed and authorized.
- 7. Employees may not aid, abet or act in conspiracy with another to violate any part of this code.
- 8. Any knowledge of a violation of this Confidentiality Agreement must be reported to Coastline Community College immediately upon knowledge or notification of a possible breach.
- 9. Employees are responsible for the security and confidentiality of their individual Password used to gain access to the student records provided in the DMEN.

EXHIBIT C

Technology Quality Control Plan

- 1. Coastline shall maintain an academic quality control plan to include:
- 2.
- a. technology program student satisfaction surveys
- b. an annual review of academic program performances with individual colleges
- c. a minimum required academic template for technology-based course delivery required of all colleges
- 1. Individual colleges shall commit to maintaining quality control processing for their academic program consistent with their required accreditation regulations.
- Student complaints regarding program quality or performance in regard to technology-based delivery shall be discussed with individual colleges for resolution.
- 3. A report on overall program satisfaction results shall be furnished to the Navy on an annual basis.

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Amendment to Agreement Between

Coast Community College District

Coastline Community College/Coast Learning Systems



&

Kendall/Hunt Publishing Company



to Design & Produce
Physical Geology Online Course & Textbook/Workbook

Physical Geology Across the American Landscape

(Agreement date remains the date the Agreement was signed by all parties and approved by the Coast Community College Board of Trustees) (Effective Date remains the date when the 1st payment was received by the Coast Community College District) between the Coast Community College District (DISTRICT), a California public educational agency, located at 1370 Adams Avenue, Costa Mesa, California 92626, and Kendall/Hunt Publishing Company (PUBLISHER) located at 4050 Westmark Drive, PO Box 1840 Dubuque, Iowa 52004-1840 (also individually and collectively referred to herein as "party" and "parties", respectively).



Amendment

The DISTRICT's Duties:

Existing Term: 3.1.2 Collaboratively research, instructionally design, and write a comprehensive and rigorous academic TEXTBOOK/WORKBOOK for the PROJECT COURSE working with the PUBLISHER's AUTHOR. Assist in the preparation of a manuscript, edited and proofed, and ready for typesetting, design, and layout. Collaborate in the graphic design of the TEXTBOOK/WORKBOOK by recommending typical page layout, chapter titles, and sections. The TEXTBOOK/WORKBOOK will be designed to accompany the associated ONLINE COURSE. The textbook will be divided into an Introduction and fourteen (14) chapters and be organized and instructionally designed in a manner consistent with Coast Learning Systems' model course development template (see Addendum A). The combination TEXTBOOK/WORKBOOK's final manuscript, illustrations, graphics, and tables will be suitable for reproducing a high-quality loose-leaf three hole punched book of approximately five to nine hundred (500 to 900) pages in length, and subject to joint approval by PUBLISHER and DISTRICT. Note: Initial funding for the "workbook" portion of the TEXTBOOK/WORKBOOK will be covered by the overall project budget set forth in Paragraph 4. Financing the PROJECT COURSE. Thereafter, revisions will be funded as noted in Paragraphs 3.2.5. or 8.7.

Amended Term: 3.1.2 Collaboratively research, instructionally design, and write a comprehensive and rigorous academic TEXTBOOK/WORKBOOK for the PROJECT COURSE working with the PUBLISHER's AUTHOR. Assist in the preparation of a manuscript, edited and proofed, and typeset, design, and layout book and provide electronic file for PUBLISHER to print. Create the graphic design of the TEXTBOOK/WORKBOOK by recommending and implementing typical page layouts, chapter titles, and sections. The TEXTBOOK/WORKBOOK will be designed to accompany the associated ONLINE COURSE. The textbook will be divided into an Introduction and fourteen (14) chapters and be organized and instructionally designed in a manner consistent with Coast Learning Systems' model course development template (see Addendum A). The combination TEXTBOOK/WORKBOOK's final manuscript, illustrations, graphics, and tables will be suitable for reproducing a high-quality loose-leaf three hole punched book of approximately five to nine hundred (500 to 900) pages in length, and subject to joint approval by PUBLISHER and DISTRICT. Note: Initial funding for the "workbook" portion of the TEXTBOOK/WORKBOOK will be covered by the overall project budget set forth in Paragraph 4. Financing the PROJECT COURSE. Thereafter, revisions will be funded as noted in Paragraphs 3.2.5. or 8.7.

The PUBLISHER's Duties:

Existing Term: 3.2.2. Print, publish, and offer for sale the TEXTBOOK/WORKBOOK within three (3) months of PUBLISHER's approval and acceptance of the manuscript and design for the TEXTBOOK/WORKBOOK.

Amended Term: 3.2.2. Print, publish, and offer for sale the TEXTBOOK/WORKBOOK within three (3) months of PUBLISHER's approval and acceptance of the electronic file of the completed designed book for the TEXTBOOK/WORKBOOK.

Added Term in Section 3.2: Provide DISTRICT a fee of \$15,000 to cover the cost of typesetting, design, and layout of the TEXTBOOK/WORKBOOK payable to DISTRICT within 30 days of receipt of final file.



EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to be effective as of the date first written above.

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AGREED:			
For DISTRICT:	Board President Board of Trustees Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626	With a copy to:	Executive Dean, Center for Instructional Systems Development/Coast Learning Systems Coastline Community College 11460 Warner Avenue Fountain Valley, CA 92708
For PUBLISHER:	David L. Tart, Vice President College Division Kendall/Hunt Publishing Company 4050 Westmark Drive Dubuque, Iowa 52004-1840	With a copy to:	Paul B. Carty, Director National Book Program Kendall/Hunt Publishing 4050 Westmark Drive Dubuque, IA 52002
IN WITNESS V	VHEREOF, the parties hereto have execute	d this Agreeme	ent on the day and year specified below.
Coast Commu	nity College District		
By: Board P	vooidant		Date
•	f Trustees		Dated:
Kendall/Hunt	Publishing Company		
	L. Tart, Vice President Division		Dated:
			APPROVED AS TO LEGAL REQUIREMENTS
			Jack Lipton, Counsel Coast Community College District

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Firstgiving Terms and Conditions

http://www.firstgiving.com/statements/terms_of_service_popup/defau...

TERMS AND CONDITIONS

Welcome to Firstgiving. These terms and conditions govern your access to and use of this website and various online tools and services that Firstgiving makes available to donors, fundraisers, nonprofits, registrants and all others users of the Firstgiving service, collectively called Users of the Firstgiving service (the Service).

1. RESPONSIBILITIES

- (a) Your Responsibilities. In accordance with terms and conditions contained herein, by accessing the Service, you agree to (i) be bound by the terms and conditions set forth herein, (ii) comply with the Privacy Policy in the form set forth at http://www.firstgiving.com; (iii) comply with any technical specifications, rules of operation or security procedures set forth by Firstgiving from time to time on the Service. From time to time we may revise or modify these terms and conditions by posting the revised terms and conditions through a link on our Site. While we will endeavor to provide notice to you of any changes to the pricing or other financial terms of these terms and conditions, whether or not we provide notice to you, you will be bound by the revised terms and conditions for all subsequent uses of this Service after such modifications have been made. If you do not agree to any of the terms and conditions set forth herein, you may not use this Service.
- (b) Firstgivings Responsibilities to Users. In accordance with terms and conditions contained herein, if you are a User, Firstgiving will perform, and You authorize Firstgiving to provide as Your agent and on Your behalf, the following services (the Services). Firstgiving will (i) be paid and process online donations (online Donations) made by individuals or entities (Donors) through the Firstgiving Service; (ii) comply with the Privacy Policy in the form set forth at http://www.firstgiving.com, (iii) hold the funds received through online Donations in a non-operating bank account; (iv) remit funds to the designated nonprofit or by check or electronically to the bank account the online Donations, less (A) a service fee of 7.5% of online donations collected via the Firstqiving service, (B) 3.3% for fees collected for all online event registrations processed through our system (only applies if Firstgivings Paid Event Registration module is used). These fees above are inclusive of all credit card processing and banking fees; these fees are subject to change at any time at the discretion of Firstgiving and (v) send a thank you email and transaction receipt to Donors. Firstgiving also automatically generates and sends a series of emails to fundraisers and donors to assist them in more effectively using the Firstgiving Service. Firstgiving will make available to nonprofit users (i.e., an individual authorized by a nonprofit organization whose supporters use the Site to raise money for such organization), online reports identifying, where available, the name, address, email and transaction accounting details of the individuals or entities that have made online Donations to their organization along with amount of the online Donation.
- (c) Firstgiving User Accounts. Firstgiving User Accounts. We make this Service available for use by the general public and nonprofit users, subject to these terms and conditions. When you use this Service for any purpose, you will be asked for your name, address, email address, and other information to identify yourself or your organization and you will be given the option to create a Firstgiving account. In order to access and use the Service aside from making a donation, you must complete the account creation process. Access to and use of password-protected and secure areas is restricted to users who have created an account or subscription. Any attempt to access restricted areas without authorization is prohibited. When you create an account with Firstgiving, you will need to choose a password to access the Firstgiving Services. You are responsible for maintaining the confidentiality of your password. Keep your password in a secure place and do not allow any unauthorized persons access to your password. If you become aware of any unauthorized use of your password or other security breach, notify Firstgiving immediately.
- 2. PAYMENTS; TAXES. Donors will pay the online Donations by credit card to Firstgiving as your Agent. The fees deducted by from the online Donations pursuant to Section 1(b)(iii)(A) and (B) will be paid to Firstgiving at the time of the transaction. Payment to the designated nonprofit organization pursuant to Section 1(b)(iii) above will be made either (a) weekly via electronic funds transfer or monthly if payment is via check if the funds due to such participant exceed \$99.99 or (b) no less frequently than quarterly if the funds due are less than \$99.99.

Payments will be sent on or about the 17th of the month following the end of the relevant payment period. These payment schedules are subject to change at any time at the sole discretion of Firstgiving. Nonprofit users will be responsible for taxes based on its net income or gross receipts.

3. Donations to Nonprofits; Our fees

If you are a Fundraiser or Donor, you are solely responsible for ensuring that you have selected the correct organization to fundraise for or donate to. All donations to nonprofits are made as unrestricted gifts and may not be specified for any particular purpose. The amount of donations to the nonprofit designated by you are charged on your credit card and paid to, and processed by, Firstgiving or its affiliates such nonprofit organization's behalf. Any payments of donations are final and non-refundable. The donations will be held in a non-operating bank account until such time as Firstgiving forwards the donations to the nonprofit or payee of funds. Firstgiving forwards donations to the nonprofit at intervals as determined by Firstgiving and the nonprofit. It is as frequently as weekly but no less frequently than quarterly. Your donations to the nonprofit designated by you will be net of fees as designated in Section 1(b)(iii). This fee structure is subject to change from time to time at the sole discretion of Firstgiving. Users agree not to use an invalid or unauthorized credit card in making transactions on the Firstgiving site. Once a donation is made, the transaction is final and not subject to dispute unless unauthorized use of the Users payment card is proved. If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider in accordance with its reporting rules.

- 4. INFORMATION ON WEBSITE. Any information; ideas or opinions posted by Users of the Firstgiving Service or website do not necessarily reflect our views. We do not assume responsibility for the accuracy of any information, ideas or opinions posted by users and are not liable for any claims, damages or losses resulting from such information, ideas or opinions. If you post any information, materials or other content on our website, you authorize us to use and publish such materials in any manner we choose and without any obligation to compensate you or anyone else. When posting any information, materials or content you agree that you will not:
- · Harass, defame, intimidate or threaten another user;
- · Interfere with another user's rights to privacy;
- · Post any material that is defamatory (i.e., disparaging to the reputation of an individual or business);
- · Post any material that is obscene, offensive or indecent;
- Post any trademarks, logos, copyrighted material or other intellectual property without the authorization of the owner;
- Operate, conduct, or promote, directly or indirectly, raffles, lotteries or other similar gaming activities, whether for charitable purposes or otherwise;
- · Post any materials that may damage the operation of a computer (such as a virus, worm or Trojan horse); or
- · Advertise or sell any goods or services.

5. PARTNER SERVICES

Our website may provide links to third-party websites or services and may link you automatically to sponsors' or third party's websites or services. We provide such links solely for the convenience of our users. We do not review or endorse, and are not responsible for, any content, advertising, products, services or other materials on or available from such websites or services. You assume full responsibility for your use of third-party websites or services.

6. PROPRIETARY RIGHTS

(a) Trademarked Material. You own all your Marks provided by you in connection with your use of this Service (collectively, "Your Materials"). You hereby grant to Firstgiving a nonexclusive, royalty-free transferable, fully paid-up world-wide license to use, copy, display, transmit, publish and distribute Your Materials for the sole purpose of providing the services described in these terms and conditions. Without limiting the generality of the foregoing, You authorize Firstgiving to include Your name and logo in a press release, case studies or other announcements and on the Firstgiving Site. Firstgiving obtains no other right, title

Firstgiving Terms and Conditions

http://www.firstgiving.com/statements/terms of service_popup/defau...

or interest in Your Materials except as set forth herein.

- **(b)** Firstgiving Material. Firstgiving and its licensors shall retain all Intellectual Property Rights in the software, tools, designs, documentation, data and any other material developed or provided by Firstgiving pursuant to these terms and conditions, including but not limited to the Services and any data, text, pictures, sound, graphics, logos, marks, symbols, video, visual, oral or other digital material and any other content of any description, provided by Firstgiving pursuant hereto.
- 7. TRADEMARKS. The names Firstgiving, Firstgiving.com, the Firstgiving logo and any other product and service names that we may present on the Site from time to time may not be used in connection with any product or service that is not Firstgivings, nor in any manner that is likely to cause confusion, or in any way that may disparage or discredit Firstgiving. Other trademarks, service marks or logos that appear on the Site or anywhere in the Firstgiving service is rendered, in particular (but not exclusively) those of nonprofits registered with Firstgiving are the property of their respective owners and are likely to be registered trademarks and subject to restrictions as to their use. They must not be used without the express permission of both Firstgiving and the trademark owner.
- 8. COPYRIGHT. All content on this Site is owned by Firstgiving, the nonprofits registered with Firstgiving, or other original providers, and is protected by applicable intellectual property and proprietary rights and laws. You may copy such content for your own personal, non-commercial use provided you do not alter it or remove any copyright, trademark, or other proprietary notice. No other use of the Services' content is permitted without the express prior permission of Firstgiving, and, where applicable, the copyright holder. Inquiries and permission requests may be sent to support@firstgiving.com.
- 9. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS. Use of this Service is at your sole risk. Firstgiving provides the tools, the Site, and the services on an "As Is", "As Available" basis. Each party represents and warrants that it shall perform its obligations in a manner that compiles with the applicable federal, state and local laws, regulations, ordinances and codes (including identifying and procuring required registrations, certificates and approvals and posting of any necessary bonds). Without limiting the generality of the foregoing, you further warrant that you own or otherwise have sufficient rights to grant the licenses granted hereunder to Your Materials, have collected Your Materials in compliance with all applicable laws, rules, and regulations (including any infringement or misappropriation of U.S. patent, copyright, trademark or trade secret); and that the use and provision of Your Materials as contemplated herein will not infringe upon any intellectual property, privacy or other rights of any third party. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND TITLE, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. To the extent permitted by law, Firstgiving expressly disclaims any and all such other warranties. Firstgiving makes no representation as to whether all or any portion of the online Donations are tax deductible. Firstgiving will have no liability for any claim by any federal or state tax authority with respect to the characterization by You or any User on each of the applicable federal and state tax returns.

10. INDEMNIFICATION.

(a) Indemnity by Firstgiving. Firstgiving agrees to indemnify, defend and hold harmless You and (if applicable) Your officers, directors, employees, agents, successors and assigns, from any and all Losses arising from any third party claim, action or proceeding alleging that the services hereunder or the Firstgiving Materials (i) violate or infringe the Intellectual Property Rights of such third party or (ii) violates any applicable law, rule or regulation.

http://www.firstgiving.com/statements/terms_of_service_popup/defau...

Firstgiving Terms and Conditions

- (b) Your Indemnity. You agree to indemnify, defend and hold harmless Firstgiving and its officers, directors, employees, agents, successors and assigns, from any and all Losses arising from any third party claim, action or proceeding alleging (A) that Your Materials or the use thereof by Firstgiving or Donors, (i) violates or infringes the Intellectual Property Rights of any third party, (ii) violates any applicable law, rule or regulation, or (iii) constitutes, or contains material that constitutes, libel, defamation or an invasion of privacy or (B) fraud or misrepresentation by You in connection with Your status as a nonprofit entity.
- (c) Procedures. A party seeking indemnification hereunder (the "indemnitee") shall promptly notify the other party (the "indemnitor") upon receipt of notice of the commencement or threatened commencement of any action or proceeding that may be subject to indemnification hereunder. The indemnitor shall have sole control over the defense and settlement of such claim; provided that the indemnitee (a) shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and (b) shall reasonably cooperate with indemnitor in the defense or settlement of such claim.
- (d) Remedies. This Section 11 states each party's entire obligation to the other party and such other party's sole remedy with respect to any claim of infringement.

11. LIMITATIONS ON LIABILITY

Firstgiving's liability to You for any recoverable losses or damages arising under or in connection with these terms and conditions and your use of this Service shall be limited, to extent applicable, to (i) the actual direct damages incurred by You, in an amount not to exceed the total revenue received by Firstgiving resulting from your use of the Service provided hereunder during the most recently preceding 12-month period, or (ii) your discontinuance of any further use of such items or the Service. Firstgiving shall not be liable for: (i) damages caused by Your failure to perform Your responsibilities; (ii) claims or demands of third parties (other than those third party claims covered by Section 10); or (iii) any lost or corrupted data, any lost profits, loss of business, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if Firstgiving has been advised of the possibility of such damages. The foregoing limitations shall not apply to: (i) the payment of settlements, costs, damages and legal fees referred to in Section 11; or (ii) your obligation to pay amounts owed as compensation for the services hereunder. Notwithstanding the foregoing, to the maximum extent permitted by law, Firstgiving disclaims liability for any loss or damages, whether direct, indirect, special, incidental, or consequential (even if Firstgiving has been advised of the possibility of such damages) arising out of (i) your use of the Firstgiving Site and Services or your inability to do so, (ii) your reliance on any content provided on the Service or through the services provided thereunder, and/or (iii) goods and services in any way associated with this Service and the services thereunder. The limitations of liability set forth in this Section 11 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in these terms and conditions.

- 12. FORCE MAJEURE. Neither party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; or any other similar cause beyond the reasonable control of such party. In such event the nonperforming party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance without delay.
- 13. TERM & TERMINATION Your agreement to abide by these terms and conditions will commence automatically upon your initial use of this Service and continue until the earlier of (i) termination of your rights to use the Service by Firstgiving or (ii) your ceasing to use the Service. Sections 2, 4, 6, 7, 10, 11, 12, 14 and 17 shall survive any termination or expiration of these terms and conditions.
- 14. USER CONDUCT. You must at all times use this Service in a responsible and legal manner. In particular

(but not exclusively) you must not do any of the following: misrepresent your identity or your affiliation with any other person or organization; send junk email or spam to people who do not wish to receive mail from you; delete or falsify any attributions, trademarks or designations of source from any website content; conduct, display, promote or forward surveys, contests, raffles, lotteries, pyramid schemes or chain letters; or interfere with or disrupt the service or services or networks connected to the service; collect or store personal data about other users including email addresses. You agree that you will comply with all applicable local, state and federal laws, statutes and regulations regarding use of this website and Firstgiving tools and services.

MISCELLANEOUS. These terms and conditions will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflicts of laws rules. Any provision of these terms and conditions that is held to be invalid or unenforceable will be deleted and replaced by a valid and enforceable provision which achieves, as far as possible, the same objectives as the severed provision was intended to achieve. The remaining provisions of these terms and conditions shall continue in full force and effect. Except to the limited extent set forth in Section 1(b) above, neither these terms and conditions, nor any terms contained herein, shall be construed as creating or constituting a partnership, joint venture or agency relationship between the parties. You may not assign, sublicense or otherwise transfer any right or obligation set forth herein without Firstgiving's prior written consent, Any purported assignment in violation of the preceding sentence is void and of no effect. These terms and conditions are binding upon the parties' respective successors and permitted assigns. No failure of Firstgiving to exercise or enforce any of its rights hereunder will act as a waiver of such rights. Except as otherwise expressly provided herein, all remedies provided for herein shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

Close window

Premium Nonprofit Account Annual (12 month) Subscription Fee

\$300.00

JAMES CAMPBELL

James

2009

<u>Business</u> <u>Development Managuer</u>

Firstqiving, Inc

JMC. 12/2/09 James Campbell

President of Governing Board of Trustees

firstgiving[®]

Firstgiving helps you raise more money and reach more donors

Firstgiving has two types of accounts:	Basic	Premium
Unlimited person-to-person online fundraising pages	. •	•
Online fundralser and donor reports	•	.
Automatic email receipts to donors	•	• /
Free phone and email support	•	•
Your nonprofit's branding on all your pages		. \
Event registration		•
Fundraising teams		•
Annual fee	none	\$300/year
Firstgiving transaction fee	5%	5%
Credit card processing fee	2.5%	2.5%
		<u> </u>

Non-Exclusive Patent License Agreement

Between

COAST COMMUNITY COLLEGE DISTRICT



for Coast Learning Systems





dba Butler Leasing Corporation

THIS AGREEMENT, effective as of **December 10, 2009** (hereinafter the "Effective Date"), is made and entered into by and between the Coast Community College District (Coast Learning Systems, a division of Coastline Community College), a California public educational agency located at 1370 Adams Avenue, Costa Mesa, California 92626 (hereinafter "Licensee") and Butler Leasing Corporation, an Ohio corporation having a principal place of business at 9060 Sutton Place, Hamilton, OH 45011 (hereinafter "Butler").

WHEREAS, Butler owns United States Patent No. 6,491,160 for the eKEY[®] Optical Disk Mailer, the eKEY[®] Mini Optical Disk Mailer, and Application Serial No. 10/912,990, filed on August 6, 2004 and published on October 23, 2004 as Publication 2004/0256446, that allows customers to obtain automated letter rates for the mailing of Optical Disks and other objects,

WHEREAS, Licensee desires, and Butler agrees to grant, a non-transferable non-exclusive license under United States Patent No. 6,491,160 and Application Serial No. 10/912,990 to the limited extent indicated herein,

NOW, THEREFORE, in consideration of the mutual promises contained herein, Licensee and Butler further agree as follows:

- 1. Butler hereby grants Licensee, and Licensee hereby accepts, a non-transferable non-exclusive license under U.S. Patent No. 6,491,160 and Application Serial No. 10/912,990 to Licensee to make, have made, offer for sale, use, sell, and import products disclosed and claimed in U.S. Patent No. 6,491,160 and Application Serial No. 10/912,990 (hereinafter "Licensed Product(s)").
- 2. This Agreement covers only those Licensed Products that are considered by the United States Postal Service to be a folded self-mailer as described in Domestic Mail Manual Section 201.3.14, including self-mailers placed in an envelope. No license is granted by this Agreement for products disclosed and claimed in U.S. Patent No. 6,491,160 and Application Serial No. 10/912,990 that are within a field of use as defined by the 2002 NAICS Classification 322232 Envelope Manufacturing.
- 3. Licensee will not, without prior written approval, a) assign, sublicense or divide any of its rights granted hereunder, or b) assign this Agreement.
- 4. Butler and Licensee agree that the number of Licensed Products manufactured and used under this Agreement shall be limited to 125,000 and that the Agreement will terminate on June 30, 2011, including without limitation Licensee's right to use Licensed Products.
- 5. Licensee shall pay to Butler a royalty on each Licensed Product manufactured by Licensee in accordance with the royalty schedule set forth in Exhibit A to this Agreement. Royalties shall be paid in full before any manufacture of Licensed Products or use of Licensed Products. A report will be provided to Butler for each print run in the manufacturing of Licensed Products detailing the printer, printer's address, contact person and phone number, quantity produced, and dates of manufacturing.
- 6. Licensee agrees that all Licensed Products manufactured by and for Licensee will be conspicuously marked with "U.S. Patent No. 6,491,160 and other patents pending", as

provided for under 35 U.S.C. Section 287(a), and with the phrase "eKEY® Mailer" each in at least ten (10) point typeface. If Licensed Products are placed inside an outer envelope or wrap, Licensee is prohibited from placing the markings under this Paragraph 6 on the outer envelope or wrap. All literature and/or advertising materials describing Licensed Products will be marked under this Paragraph 6.

- 7. Butler represents and warrants that it is the owner of complete and entire right, title and interest in and to United States Patent No. 6,491,160 and Application Serial No. 10/912,990, and that it has the right to enter this Agreement.
- 8. This Agreement may be terminated upon written notice by either party if there is a material breach by the other party, provided that the party seeking termination sends written notice to the other party identifying the reason for the alleged material breach, and thereafter gives the other party a thirty (30) day opportunity to correct the alleged material breach or to object to the notice.
- 9. Butler will also have the right to terminate this Agreement forthwith by giving written notice of termination to Licensee at any time, upon or after:
 - (a) the failure of the Licensee to issue a report as required by Paragraph 5 of this Agreement; or
 - (b) the failure of the Licensee to make full payment of royalties before the manufacture or use of Licensed Products as required by Paragraph 5 of this Agreement; or
 - (c) the failure of Licensed Products manufactured by or for Licensee to comply with the marking requirements set forth in Paragraph 6 of this Agreement; or
 - (d) any adjudication that Licensee is bankrupt or insolvent; or
 - (e) the filing by Licensee of any legal action or document seeking reorganization, or
 - (f) the appointment of receiver for all or substantially all of the property of Licensee; or
 - (g) the making by Licensee of any assignment for the benefit of creditors; or
 - (h) the institution of any proceedings for the liquidation or winding up of Licensee's business or for the termination of its corporate charter; or
 - (i) any activity or assistance by Licensee challenging the validity of the licensed patent(s); or
 - (j) the filing by Licensee of a petition in bankruptcy or insolvency.
- 10. If a dispute between the parties arises out of or relates to any aspect of this Agreement,
 Licensee and Butler agree that such dispute will be arbitrable under the supervision and rules
 of the American Arbitration Association. The parties agree that the arbitration proceeding

will be conducted in Cincinnati, Ohio. In any controversy between the parties hereto, the law of the state of Ohio (exclusive of Ohio conflict of laws principles) will be controlling.

- 11. In the event of any breach of this Agreement by either Licensee or Butler, the non-breaching party will be entitled to temporary, preliminary and permanent injunctive relief, damages, attorneys' fees, and/or arbitration fees and court costs.
- 12. This Agreement is binding on Licensee and Butler, and their respective agents, servants, successors and assigns.
- 13. This Agreement contains the entire understanding of the parties with respect to the subject matter thereof, and there are no representations, warranties or promises, express or implied, other than those specifically set forth herein. If any term of this Agreement is rendered invalid or unenforceable by judicial, legislative, or administrative action, the remaining provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. No waiver or modification of any of the terms or provisions of this Agreement will be valid, unless contained in a single written document signed by both parties that makes specific reference to this Agreement.

The rest of this page is blank.

Signature Page & Schedule "A"

Attached

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts each of which will be deemed an original by their duly authorized representatives as of the Effective Date above set forth.

utler Lea	sing Corporation		
Ву:			Date
Title:	· <u>.</u>		
OAST CO	MMUNITY COLLEGE DISTRICT		
v: Jim Mo	oreno, President, Board of Trustees		
For DISTRICT:	Vice Chancellor, Office of Administrative Services Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626	With a copy to:	Director, Marketing & Partnership Coast Learning Systems Coastline Community College 11460 Warner Avenue Fountain Valley, CA 92708
APPRO	OVED AS TO LEGAL REQUIREMENTS		
	r. Jack P. Lipton, General Counsel Coast Community College District		
Date:			

EXHIBIT A

The royalty for Licensed Products manufactured by the Licensee shall be structured as follows:

A royalty of \$2,000.00 will be paid in full before the manufacture of this product by the Licensee. Payment of the royalty allows the Licensee to manufacture and use up to 125,000 units through June 30, 2011.

Todd Butler		Date
Butler Leasing Corporation		
APPROVED BY:		
COAST COMMUNITY COLLEGE DISTRICT		
	_	
Jim Moreno President, Board of Trustees	Date:	



REQUEST FOR SERVICE

We understand that Grad Images TM will:

- Schedule professional photographers to arrive at least ninety (90) minutes before each ceremony to arrange
 the photographer's position with the school contact.
- Mail and/or email each graduate photographed a passport-sized photo proof image within 5 days of the
 graduation, along with the opportunity to select from a variety of photo packages, with no obligation to
 purchase.
- Fulfill the orders of graduates and ship them within 7 days of receiving their orders.
- Guarantee complete satisfaction to the students and their parents, or their money will be refunded.
- Protect the students' right to privacy by not selling or providing the names and addresses of our candidates for graduation to another company for any purpose.

Additionally, Grad Images™ will:

- Provide this service at no cost to the school.
- Provide photographer on location to take public relations photos before, during and after the event of various faculty members, administration, and candids of graduates. Provide the school with documentation of the ceremony, speakers and dignitaries through images furnished on a CD or other appropriate media.
- Provide school with \$1.00 rebate back to the school for each valid address/ email address that we receive
 from school.

We agree to provide Grad ImagesTM:

- Exclusive rights to capture the image of the graduates by means that include still photography. This is for
 the purpose of producing photographs and images to be marketed to the graduates by means that include,
 but are not limited to, mail, e-mail, telephone, fax and Internet.
- Have students fill out a photographic release form, given to each student by the school at the time of cap and gown pick up that will allow the names, home addresses, email addresses and phone numbers of anticipated graduates to be released to GradImages™ for the purpose of delivering proof images. GradImages™ understands that only those signing releases will have their addresses provided.
- Permission to photograph our graduates through 2012, unless restricted below.

Please sign and return a copy to Grad ImagesTM.

Authorized Signature	Authorized Signature
School Representative	Grad Images™
•	A Division of Event Photography Group
	Douglas Wyland
Please Print Name & Date Signed	Printed Name & Date Signed
	West Territory Sales Manager
Title	Title

Golden West College

PHOTOGRAPHY RELEASE FORM

Golden West College contracts with GRAD-IMAGES, to take photographs at graduation. If you would like to purchase these photographs for yourself, family and/or friends, in accordance with State and Federal laws, you will need to authorize the release of your contact information to the above referenced vendor.

PLEASE PRINT

Last Name	First Na	me	Middle	Name or Initial	Student II) Number
Address	1 0 0	A . DT		C'.	Chaha	7:
Nu	mber & Street	Apt No.		City	State	Zip
Gender:	Male	e-mail addre	ss			
I will be recei	ving my: (check all t	hat apply)*				
Associate	Degree		and/or	☐ Certifica	te of Achieveme	nt
	form, I herby consent to who contracts with the				ing my information	to the
					/ /	
Signature	•				Date	

In order to guarantee your request is received prior to graduation, please submit this slip in person to the Bookstore no later than 5:00 p.m. on *Friday*, *May* 28, 2010

Memorandum of Understanding

Gatlin Education Services, a Division of Cengage Learning (DBA Gatlin Education Services) provides online certificate programs and Coast Community College District (Golden West College) desires to make online certificate programs offered to its students.			
Cc ag	ast Community College District (Golden West College hereinafter "GWC") and Gatlin Education Services ("GES ") hereb ree as follows:		
1.	<u>Courses</u> . GES will make available to GWC to offer to its students online certificate programs, including course materials, online instructors, course hosting and evaluation.		
2.	GES Course Costs. The cost of each GES Course is indicated on the Program Cost Sheet, which is incorporated herein and made a part of this Memorandum of Understanding. Collection of GES program fees from students is the responsibility of GWC and Gatlin Education Services. If the GWC processes the enrollment, the cost of each GES Course shall be paid by GWC to GES within thirty (30) days of invoice. If GES processes the enrollment, GWC's share will be sent as a check. Prices charged by GES for GES programs are subject to change upon one hundred twenty (120) days notice. Once a student requests program materials or begins viewing a program, there are no refunds granted.		
3.	Ownership of Intellectual Property. The programs, associated rights, and all intellectual property which comprise a part of the programs, as well as all marks, logos and trade names used by GES and in association with the programs, are owned or licensed by GES. GWC shall not claim or receive any ownership rights to the programs or the marks. All of GWC's rights are limited to those provided in this Agreement. Programs or any portion thereof cannot be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose without the prior written consent of GES.		
4.	<u>Certificates of Completion</u> . The Parties to this Memorandum of Understanding acknowledge and understand that any student successfully completing a program is to receive a certificate of completion issued by GWC. GWC will timely deliver a certificate of completion to any student completing a program.		
5.	Marketing. GWC agrees to dedicate at <u>least</u> one half-page or more to GES programs in their catalog or publication each semester. GES will provide templates to assist the Institution if needed. If a catalog or publication is not part of GWC's normal marketing procedures, GWC agrees to ensure the GES programs are listed on its website.		
6.	Term. This Memorandum of Understanding shall take effect on and shall terminate on		
Inst	itution: COAST COMMUNITY COLLEGE DISTRICT (GOLDEN WEST COLLEGE)		
Sign	ature:		
Nam	e: JIM MORENO		
Title	PRESIDENT, BOARD OF TRUSTEES		

Please fax this Memo to Malena Schiltz: (951) 346 9540

etrip | GES

Career Training Program 2009 Price List

BUSINESS AND MANAGEMENT	Hours	Cost	SRP
Alternative Dispute Resolution Certificate Certified Global Business Professional Certified National Pharmaceutical Representative Chartered Tax Professional Chartered Tax Professional for California Residents CORE Mediation Certificate Entrepreneurship: Start-up and Business Owner Management Event Management and Design Grant Writing Lean Mastery Management for IT Professionals Management Training Non-Profit Management Pay Per Click Marketing	180 400 120 180 200 60 360 300 60 390 360 300 150	\$3,895 \$2,195 \$1,295 \$1,495 \$1,595 \$1,595 \$1,795 \$1,795 \$1,795 \$1,795 \$1,795 \$1,795 \$1,795 \$1,795 \$1,295	\$4,195 \$2,495 \$1,595 \$1,795 \$1,895 \$1,895 \$2,095 \$1,695 \$2,095 \$2,095 \$2,095 \$1,395 \$1,395 \$1,595
Payroll Practice and Management Six Sigma Black Belt Six Sigma Green Belt	80 200 100	\$2,395 \$1,595	\$2,695 \$1,895
GRAPHIC AND MULTIMEDIA DESIGN			
3ds max Business Marketing Design Interior Design Webmaster	360 240 350 150	\$1,395 \$5,095 \$1,995 \$1,495	\$1,695 \$5,595 \$2,295 \$1,795
HEALTHCARE AND FITNESS			
Administrative Medical Specialist with Medical Billing and Coding Administrative Medical Specialist with Medical Billing and Coding	300	\$1,695	\$1,995
+ Medical Terminology Advanced Coding for the Physician's Office Advanced Hospital Coding and CCS Prep Certified National Pharmaceutical Representative Emergency Management Training for First Responders HIPAA Compliance (4 user licenses) ICD-10 Medical Coding: Preparation and Instruction for	360 80 80 120 300 12	\$1,995 \$1,095 \$1,395 \$1,295 \$1,695 \$499	\$2,295 \$1,395 \$1,695 \$1,595 \$1,995 \$599
Implementation Medical Billing and Coding Medical Billing and Coding + Medical Terminology Medical Terminology Medical Transcription Medical Transcription + Medical Terminology Nutrition for Optimal Health, Wellness, and Sport Pharmacy Technician Veterinary Assistant	200 240 300 60 240 300 200 300 240	\$1,295 \$1,295 \$1,595 \$495 \$1,295 \$1,595 \$2,095 \$1,695 \$1,495	\$1,595 \$1,595 \$1,895 \$595 \$1,595 \$1,895 \$2,395 \$1,995 \$1,795

HOSPITALITY AND CASINO GAMING	Hours	Cost	SRP
Casino Baccarat Dealer Casino Blackjack Dealer Casino Poker Dealer Certified Wedding Planner Hospitality and Casino Management	75	\$895	\$1,195
	100	\$1,095	\$1,395
	100	\$1,095	\$1,395
	300	\$1,095	\$1,395
	200	\$2,195	\$2,495
SKILLED TRADES AND INDUSTRIAL			•
Chemical Plant Operations Freight Broker/Agent Training Home Inspection Certificate HVAC Technician Modern Automotive Service Technician Oil Refinery Operations Paper Mill Operations Power Plant Operations Pulp Mill Operations Natural Gas Plant Operations	400	\$2,295	\$2,595
	150	\$1,395	\$1,695
	200	\$1,795	\$2,095
	320	\$2,795	\$3,095
	380	\$2,395	\$2,695
	400	\$2,295	\$2,595
	400	\$2,295	\$2,595
	400	\$2,295	\$2,595
	400	\$2,295	\$2,595
	400	\$2,295	\$2,595
SUSTAINABLE ENERGY AND GOING GREEN			
Biofuel Production Operations Building Analyst Quick Start: BPI BA Certification Certified Indoor Air Quality Manager (CIAQM) Certified Indoor Environmentalist (CIE) Certified Green Supply Chain Professional Performing Comprehensive Building Assessments Principles of Green Buildings Senior Certified Sustainability Professional Natural Gas Plant Operations Wind Energy Apprentice	400	\$2,295	\$2,595
	60	\$1,095	\$1,195
	16	\$695	\$795
	32	\$795	\$895
	60	\$1,295	\$1,595
	30	\$595	\$695
	30	\$495	\$595
	110	\$2,195	\$2,495
	400	\$2,195	\$2,595
	240	\$1,895	\$2,195

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VENDING SERVICE AGREEMENT

This Vending Service Agreement ("Agreement"), is entered into on this December 10, 2009, by and between Coast Community College District (Orange Coast College – hereinafter "District"), located at 2701 Fairview Road, Costa Mesa, CA 92626 (hereinafter referred to as "District"), and First Class Vending, Inc., located at 6875 Suva Street, Bell Gardens, CA 90201 (hereinafter referred to as "FCV"). District and FCV may be referred to herein individually as "Party" and collectively as "Parties."

In consideration of the mutual terms, conditions, and covenants contained herein, the District and FCV hereby agree as follows:

- 1. District hereby grants to FCV the exclusive vending machine rights to distribute and dispense non-alcoholic beverages, confections, and other food products or items as the Parties may agree upon, and the license to enter into and upon the District's premises for the purpose of installing, maintaining, servicing, and operating vending machines at the aforementioned location(s): and any other locations that the Parties agree ("Premises"). (This Agreement shall be valid at any Premises that District moves its facility.)
- 2. District agrees to provide janitor service to keep vending service area clean; to provide all utilities, water, and electrical lines necessary for vending operations; and to promptly notify FCV of any malfunctioning vending machines. First Class Vending will pay District \$120 per month for Utility Charges. This payment will be added to each monthly commission payment.
- 3. FCV shall provide all automatic vending equipment in good working order, in furtherance of providing quality food and refreshments service, and further agrees as follows:
 - a. To comply with all local, county and state laws pertaining to safe handling of food products;
 - b. To provide trained and knowledgeable personnel to service the vending equipment;
 - To pay all required permit and license fees and sales tax in connection with the vending services;
 - d. To carry and continue in force required reasonable insurance coverage, including worker's compensation, public liability, property damage, and product liability coverage. FCV will provide a Certificate of Insurance upon District's request; and
 - e. To indemnify and hold harmless District against all third party claims, loss, or liability arising from the damage or destruction of property or injury to person arising out of FCV's negligence or other wrongdoing in connection with the operation, maintenance, or installation of the vending equipment.
- 4. The vending and related equipment installed pursuant to the Agreement shall remain the property of FCV, and upon termination of this Agreement, FCV shall have the right to enter District's Premises to remove the vending equipment.
- 5. All receipts from the vending services provided under this Agreement shall belong solely to FCV. District shall be responsible for providing appropriate refunds to customers as a result of malfunctioning vending equipment, and FCV shall reimburse District for such customer refunds on a monthly basis after submission of District records adequately documenting the refunds. District may request receipts for auditing purposes. Such receipts shall be made available within 10 days of request.
- 6. District shall be paid a commission of 25% percent of the monthly gross receipts, after payment of any applicable sales tax, California redemption value, and refunds. FCV shall pay the commission at the end of the following month that the commission is earned.

- 7. First Class Vending will freeze pricing for the first 2 years of this agreement. Subsequently, in the event of an increase in costs of any of the merchandise vended, or in the taxes levied or assessed on the purchase of such merchandise, the selling price may be adjusted to reflect such change without otherwise affecting this Agreement. FCV may, upon mutual agreement, remove any vending equipment that FCV deems unprofitable, and/or terminate this Agreement if the operations hereunder become unprofitable, or otherwise deemed not in FCV's best interest.
- 8. The term of this Agreement shall be for a period of 48 months commencing from October 1, 2010 and may be continued upon written mutual agreement of contracting parties.
- 9. If at any time during the term of this Agreement District should determine that FCV's service is unsatisfactory, District shall advise FCV by written notice of the specific service that it deems unsatisfactory, and provide FCV fifteen (15) days to cure the unsatisfactory service. If FCV fails to correct the unsatisfactory service within the fifteen (15) day cure period, District may cancel this Agreement with an additional ten (10) day written notice to FCV.
- 10. Any notice required under this Agreement shall be provided by registered mail, return receipt requested or other means by which receipt can be verified in writing, to the address provided above or to such address subsequently provided in writing by a party. The notice shall be effective from proof of receipt of such notice.
- 11. The terms and conditions of this Agreement constitute the entire agreement and supersede all previous negotiations, representations and agreements between the Parties, whether oral, written, or implied. This Agreement shall be binding on the Parties respective successors, assigns, executors, and administrators.
- 12. In the event a civil action or arbitration is instituted as result of any breach of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs. The laws of the State of California shall apply to the interpretation of this Agreement with venue existing in Orange County, CA.
- 13. Upon acceptance of this agreement, FCV will provide a financial incentive bonus in the amount of Ten Thousand Dollars (\$10,000.00). This bonus will be paid upon signed execution of this new agreement.

FIRST CLASS VENDING, INC.	COAST COMMUNITY COLLEGE DISTRICT
By:	Signature: Print Name: JIM MORENO Title: President, Board of Trustees Date: 12/10/2009

MICROSOFT MARKETING AGREEMENT

This Microsoft Marketing Agreement ("Agreement") is entered into by and between Orange Coast College, an educational institution having a place of business at 2701 Fairview Road, Costa Mesa, CA 92626 ("Institution"), and Microsoft Corporation a Washington corporation having its principal place of business at One Microsoft Way, Redmond, Washington 98052-6399 ("Microsoft"), as of the later of the two signature dates written below (the "Effective Date").

RECITALS

- A. Microsoft is an international developer of hardware and software products for personal and business use and Institution is an institution engaged in educating and teaching computer skills to adult students.
- B. Microsoft desires to increase familiarity and favorability with Windows products and services and Institution desires to provide its students with access to consumer friendly computer classes.
- C. The Parties desire to engage in the Marketing Activity described herein to promote the products or services identified in Section 2 and on the attached Exhibit A.

AGREEMENT

The Parties agree as follows:

1. Definitions.

- a. "Content" means the class instructional materials, artwork, sound, pictures, text, templates, lecture outlines and scripts, video, PowerPoint animation, audio, audio visual displays, and any combination of the foregoing, that may be incorporated into the classes and are subject to intellectual property rights, such as copyright, publicity, privacy or moral rights, of a party or a third party.
- b. "Marketing Activity" is defined in Section 2 herein.
- c. "Material" means the hardware, equipment, physical objects or computer software as identified in the attached Exhibit A, which are to be contributed by one or both Parties.
- d. "Obligations" means the tasks, services or deliverables identified on the attached Exhibit A which Microsoft and Institution agree to perform under this Agreement.
- e. "Party" or "Parties" mean where the context permits either party to this Agreement or both parties to this Agreement.
- f. "Trademarks" means the Institution logo(s) and Microsoft logo(s) that the Parties may license to the other.
- 2. "My PC" Classes. Microsoft will create and provide training to the instructors for the "My PC" series of classes (the "Class" or "Classes") and Institution will market, operate and run the Classes, with the goal of providing specific PC knowledge and skills to Institution's students in a fun and interactive environment ("Marketing Activity") pursuant to the terms of this Agreement.
 - a. <u>Microsoft Obligations</u>. At no cost to Institution, Microsoft shall provide those Materials listed on <u>Exhibit A</u> to Institution to use in the Classes and shall perform those Obligations listed on <u>Exhibit A</u> to further the Marketing Activity.

- b. <u>Institution's Obligations</u>. At no initial cost to Microsoft, Institution shall provide those Materials listed on <u>Exhibit A</u> ("Institution Materials") for use in the Classes and shall perform those Obligations listed on <u>Exhibit A</u> to further the Marketing Activity.
- c. <u>Performance of Obligations</u>. Each Party will use commercially reasonable efforts to perform their Obligations in order to achieve the Marketing Activity. Unless otherwise expressly agreed to by the Parties in <u>Exhibit A</u> and herein, each Party bears sole responsibility for all expenses incurred in connection with its performance of its Obligations. Each Party represents and warrants that such Party's performance of its Obligations to achieve the Marketing Activity complies with all applicable laws and regulations.
- 3. **Instructors.** Instructors for the Classes shall be selected by Institution and trained by Microsoft according to the specifications and schedule listed in Exhibit A ("Instructors"). The Parties acknowledge and agree that the Instructors will be employees of Institution and that Institution is responsible for covering all costs and expenses of the Instructors.

4. Materials.

- a. <u>Contributions of Hardware</u>. In the case that a contribution of Materials is comprised of hardware, equipment and other physical objects by one Party to the other, if a Party places such objects in the other's care, custody or control the receiving Party will:
 - take all reasonable precautions to protect it against, loss, damage, theft or disappearance;
 - ii. take no action which affect the owning Party's title or interest;
 - iii. abide by specifications and use instructions; and
 - iv. not give access to any third party without the owning Party's prior written consent.
 For avoidance of doubt, Microsoft gives Institution permission to allow students access to the Materials during the Classes.
- b. <u>Contributions of Software</u>. If a contribution of Materials comprising software is made by one Party, the receiving Party's use of the software will be governed by the license which is contained in it, which accompanies it when delivered to the receiving Party, or is otherwise expressly agreed to by the Parties in writing (the "Software"). If no such license exists, then the licensing Party grants the receiving Party a nonexclusive, nontransferable, non-assignable, limited license to use the software solely for the purpose of performing the Classes. The licensing Party or its suppliers retain all right, title, and interest in and to the Software.

5. Content.

a. <u>Content License</u>. If either Party provides the other with Content for use in association with the Classes, then the receiving Party's use thereof will be governed by the licenses contained in or accompanying the Content, or as otherwise expressly agreed to between the Parties in a signed writing. If no such license governs the use of the Content, then the licensing Party grants the receiving Party a nonexclusive, nontransferable, non-assignable, limited license to use it solely for the purpose of creating and performing the Marketing Activity for the term of this Agreement. The licensing Party or its suppliers retain all right, title, and interest in and to the Content. The Content of either Party utilized in the Marketing Activity is identified in Exhibit A.

- b. Content Approval. A Party providing Content will submit the Content to the other Party's contact, as designated on Exhibit A, for review. Upon receipt of the Content, the receiving Party will have ten (10) business days to review and comment on the Content. For the avoidance of doubt, Institution shall have the right to make minor changes to any portion of the Content, such as, Instructors inserting photos or making minor changes to the text, Institution may do so provided that such changes are appropriate and consistent with the Microsoft brand and overall experience of the Class. Institution shall submit such Content changes to Microsoft's contact designated on Exhibit A for final review and approval. Microsoft's contact will have ten (10) business days to review and either approve, reject, or suggest modifications to the modified Content. Neither Party will unreasonably withhold review or approval of any Content. Subject to the approval requirements in this Section, use of any Trademarks in connection with any Marketing Activity is also subject to the requirements set forth in Section 6. The Parties agree that approval via email by either Party's contact is acceptable.
- 6. Trademarks. Prior to use of any of the Trademarks of the other Party, the Party using the Trademarks will execute the applicable trademark license agreement governing the use of such Trademarks. If no such license exists, then subject to approval of such usage under Section 5(b), and the licensing Party's branding guidelines, the licensing Party grants the Party using the Trademark a nonexclusive, nontransferable, personal license to use the licensing Party's Trademark(s) to be subsequently identified in writing solely for the purpose of performing the Marketing Activity and conducting the Classes for the duration and pursuant to the terms of this Agreement. All rights not expressly granted herein are reserved by the licensing Party. Each Party agrees that the licensing Party is the sole owner of its Trademarks. Neither Party will use the Trademarks to diminish or otherwise damage the licensor's goodwill in its Trademarks. The Receiving Party will take steps to correct and remedy any deficiencies in its use of the Trademarks of the licensing Party within a reasonable time of receipt of notice from the licensing Party. Licensing Party will have the sole right to, and in its sole discretion may, control any action concerning its Trademark(s). The Party using the Trademark agrees that its materials and services promoted or distributed in connection with licensor's Trademark(s) shall (a) meet all terms of this Agreement and (b) meet or exceed the quality and performance of materials and services provided by the Parties before the date of this Agreement. Each Party will cease all use of the other's licensed Trademark(s) upon expiration or termination of this Agreement.
- 7. Warranties. Each Party represents and warrants that: (i) it has the authority to enter into this Agreement; and (ii) it has not granted and will not grant any rights in its Materials, Trademarks or Content to any third party that may be inconsistent with the rights granted to the other Party under this Agreement. DISCLAIMER: EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IMMEDIATELY ABOVE AND IN SECTION 2(C) EACH PARTY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY, FUNCTIONALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL MATERIALS, SOFTWARE, DATA, WEB SITES, SERVICES, LINKS AND OTHER INFORMATION ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.
- 8. Indemnity. Each Party (each an "Indemnifying Party") will defend, hold harmless, and indemnify the other and its directors, officers, employees, agents, subsidiaries and affiliates (each an "Indemnified Party") from and against all claims, actions, demands, proceedings, damages, costs and liabilities of any kind (collectively, "Claims") to the extent Claims arise out of or relate to that Party's contributions of Materials, Trademarks and/or Content, or performance of the Marketing

Activity (except to the comparative extent that Claims result from the negligent or willful acts of an Indemnified Party), including without limitation Claims related to the following: (a) loss, disappearance, or intentional or negligent damage to property (including Materials listed on Exhibit A); (b) any allegation that, if true, would constitute a breach of any warranty or representation or an infringement of any trade secret, copyright, patent, or trademark of any third party. An Indemnified Party will provide the other with reasonably prompt notice of Claims, permit the Indemnifying Party through mutually acceptable counsel to answer and defend Claims, and provide the Indemnifying Party with reasonable information and assistance, (at its expense), to help it defend Claims. The Indemnified Party will have the right to employ separate counsel and participate in the defense of any Claim at its own expense. Neither Party will settle any Claim on the other's behalf, or publicize the settlement, without the others prior written permission.

9. Limitation of Liability. Except for damages arising under Section 8 (Indemnity), in no event will either Party be liable for any consequential, indirect, incidental, punitive, or special damages whatsoever, including without limitation, damages for loss of business profits, business interruption, loss of business information, and the like for a breach of this Agreement, even if a Party has been advised of the possibility of such damages. Except for damages arising under Section 8, each Party's total liability to the other for all claims arising out of or related to this Agreement whether in contract, tort, or otherwise will not exceed the sum of Twenty Thousand USD (\$20,000.00 USD). Neither Party shall be liable to the other for any losses resulting from a Force Majeure Event, as defined in Section 13.

10. Term, Extension, and Termination.

- a. <u>Term.</u> This Agreement is effective as of the Effective Date and will expire upon a) the Termination Date set forth in <u>Exhibit A</u> or, if neither Party is in breach of this Agreement b) upon thirty (30) days written notice to the other of a Party's election to terminate this Agreement.
- b. Extending the Term. Depending upon the success of the initial term ("2009 Pilot"), the Parties reserve the right to extend the Classes for up to two (2) periods of one (1) year each. Should both Parties agree to extend this Agreement, upon review and evaluation of the 2009 Pilot, then for each successive one-year extension, Exhibit A and any schedules therein will be amended to extend the term of the Classes and outline any additional Materials, Obligations, Content and Deliverables.
- c. <u>Termination</u>. Either Party may terminate this Agreement upon written notice if the other Party fails to cure its material breach within fifteen (15) days after receiving written notice of such breach from the non-breaching Party. In addition, either Party may, by giving written notice to the other Party, terminate this Agreement if: (i) the other Party is subject to a voluntary or involuntary bankruptcy proceeding, is declared insolvent, is unable to pay its debts as they fall due, or has a receiver appointed over the whole or part of such Party's business; or (ii) upon the acquisition of all or a substantial part of the other Party's assets by, or its merger with, another entity.
- d. <u>Effect of Termination</u>. Upon expiration or termination of this Agreement, (i) Institution shall cease offering the Classes; (ii) Institution shall deliver to Microsoft any Materials delivered by Microsoft to Institution; and (iii) Institution will cease printing, displaying and/or distributing any course advertisements, collateral or other materials used in the Classes, and return all printed course advertisements, collateral and materials used in the Classes to Microsoft, or certify destruction of the same (for avoidance of doubt, Institution is not

- required to recall course catalogs that have been distributed to students and/or prospective students).
- e. Survival. This Section and Sections 4, 5, 6, 7, 8, 9, 10(d), 12, and 14 will survive termination.
- 11. **Notices.** All notices and requests in connection with this Agreement will be sent to the receiving Party's Contact at the address(es) identified on Exhibit A and will be deemed received five (5) business days after they are (a) deposited in the U.S.A. mail, postage prepaid, certified or registered, return receipt requested, or (b) sent by air express courier, charges prepaid.
- 12. Classroom Audit. Microsoft shall have the right to audit the Classes, at no cost to Microsoft, for the purpose of reviewing how the Content is being used, and the method and teaching style of how the Classes are being taught. Microsoft shall provide Institution's contact with reasonable notification (including date and time) of when Microsoft plans to audit the Class.
- 13. Force Majeure. "Force Majeure Event" will mean any cause preventing a Party from performing any or all of its obligations under this Agreement, and which arises from or is attributable to any of the following: an act of God; war, riot, civil war, armed conflict or terrorist attack; strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party or of any other Party); failure of a utility service or transport network; malicious damage; accident; fire, flood or storm; or nuclear, chemical or biological contamination. A Party who is affected by a Force Majeure Event shall promptly inform the other Party of the existence of such conditions of the Force Majeure Event, giving all relevant details and shall use its best efforts to resolve the Force Majeure Event and to continue to perform its obligations under this Agreement. In the event that such conditions of the Force Majeure Event continue or are expected to continue for more than thirty (30) days, the Parties shall consult together in order to find a mutually acceptable solution.

14. Miscellaneous.

- a. Governing Law/Jurisdiction/Venue. This Agreement is governed by the laws of the State of Washington without regard to its conflicts of law rules. Each Party (a) irrevocably submits to the personal jurisdiction of and non-exclusive venue for any legal proceeding in the courts sitting in King County Washington and (b) agrees not to commence or prosecute any such dispute other than in such courts.
- b. Attorneys' Fees and Costs. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party is entitled to recover its costs, including reasonable attorney's fees.
- c. <u>Assignment</u>. Except to an affiliated entity, neither may assign or otherwise dispose of its rights or obligations under this Agreement without the other's prior written consent. This Agreement binds and inures to the benefit of the Parties' successors and lawful assigns.
- d. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement may not be modified or amended without the prior written consent of authorized representatives of Microsoft and Institution. This Agreement does not constitute an offer by Microsoft and it is not effective until signed by both Parties.

e. <u>Taxation</u>. Neither Party is liable for any of the taxes of the other Party that the other Party is legally obligated to pay and that are incurred, arise in connection with, or are related to the provision of technology, goods or services under this Agreement.

Agreed and accepted by:	
MICROSOFT CORPORATION	INSTITUTION
By: (Sign)	By: (Sign)
Kelly Anderson	
Name: (Print)	Name:
Senior Marketing Manager	
Title:	Title:
Date of Execution:	Date of Execution:

Exhibit A

The Parties acknowledge that this initial Exhibit A is for the 2009/2010 "My PC" program.

Marketing Activity:

Microsoft will partner with continuing education institutions to pilot a series of Windows classes designed for adult learners, based on a lifestyle/scenario approach to learning technology skills. In the Fall 2009 and Winter 2010 quarters, Microsoft and Institution will collaborate to create the classes through mutually developing and refining the Content, the staffing parameters (including training Instructors), the instructional media, and the overall student experience to maximize mutual benefit. Both companies desire to offer a gratifying, entertaining, informative experience that is designed for adult learners and offered by the Institution within their normal range of class fees.

Classes, which are approximately 2 to 12 hours long, will be offered throughout the aforementioned quarters at the scheduling discretion of the Institution, and will have course titles and cover topics such as:

- Using technology to connect with your family!: Learn three new ways to stay in touch In class
 you will learn how to see loved ones on your PC via video chat, try out social networking to keep
 connected with your family and friends, and learn how to send photos embedded in email
 rather than as clumsy, hard-to-open attachments. The class uses software that participants can
 install at home and use for free, as well.
- Digital photo editing for beginners: Have fun while learning all the essentials, including how to
 adjust color and light, fix red-eye, crop, straighten, create a panoramic photo and even
 "airbrush"! The class uses free Windows Live software that can be installed at home.
- Creative photo slideshows 101: Turn your digital photos and videos into a fun movie slideshow!
 Learn easy ways to create movies with your photos by adding transitions, motion effects, titles, credits and music. Burn a DVD to play on your TV or computer, or share with family. The class uses free Windows Live software that can be installed at home.
- My PC: Getting Started with Windows 7: Windows 7 will change the way you interact with your PC in exciting and dramatic ways! This workshop takes a unique, fun approach to getting hands-on with the new Windows 7 operating system. At a comfortable pace, you'll learn how to get around in Windows 7, adapt your desktop to fit your personal style and needs, work with files and file folders, find and use desktop tools and gadgets, and get a sneak peek at the fun things you can do with Windows 7 -- like photo editing, making slide shows, and keeping in touch with friends and family! This workshop is the first in the new My PC Series and recommended as a primer to the other courses.
- Introduction to Windows 7: This hands-on course takes a unique approach to teaching the skills
 necessary to navigate and use the Windows 7 operating system efficiently and confidently.
 Learn to maximize new features to get around, customize the desktop, and efficiently store,
 locate and search for files. Make the most of new tools and programs. Learn PC management
 essentials and perform basic preventative maintenance to keep your PC safe and running
 smoothly. This course is designed for both home and business users. Basic PC navigation skills
 highly recommended.

Marketing Activity Timeline:

- Fall 2009/Winter 2010/Spring 2010:
 - o Participating companies selected by Microsoft
 - General overview of the curriculum agreed upon among Microsoft and each participating Institution's contact (the "v-team")
 - o Market research and insights from members of the v-team shared with Microsoft
 - Microsoft and the v-team gather for a planning meeting where goals and metrics for the Classes are established
 - o Institution reviews and signs marketing agreement
 - o Institution selects Instructors for the 2009 classes
 - o Institution mails course catalogs or other demand generation activities
- Two months prior to Classes:
 - Microsoft to work with Institution's IT team to test Windows 7 in Institution's labs to ensure compatibility and ease of deployment
 - o Microsoft and Institution to co-create and finalize targeted mailings
- One month prior to Classes:
 - o Microsoft trains Instructors, delivers materials and teaching guides to Institution
 - o Institution's IT labs converted to Windows 7 (if applicable)
 - o Microsoft delivers Webcams or other hardware to Institution (if applicable)
- One month post Classes:
 - Microsoft reviews survey results and assess returns on investments for the Marketing Activity
 - o Microsoft present findings to Microsoft executives and the v-team
 - If 2009 Pilot is successful, Microsoft may plan presentations for continuing education classes or community college industry conferences
 - If 2009 Pilot is successful and the Parties desire to continue the Classes, Microsoft and Institution shall plan to offer Classes for the following quarters

Termination Date: December 31, 2010

Obligations and Deliverables:

Microsoft:

- Shall share customer insights and research to identify unmet needs/interests
- Shall develop curriculum, methodology and materials for Classes
- Shall conduct training for the Instructors
- Shall provide marketing guidance to Institution for a lifestyle approach to attract the right students
- Shall create and host online surveys that students will take before and after the Class instruction and share results of such surveys with Institution
- Shall provide technical assistance and IT support if Institution is deploying Windows7 in classroom lab(s)

May provide webcams for Workshop use

Microsoft may, if its budget allows, collaborate with Institution on creating a joint mailing to target students, of which any hard costs (printing and postage) will be assumed by Microsoft pursuant to the Funding section of this <u>Exhibit A</u>.

Microsoft may provide additional hardware, beyond the webcams, for Class use as reasonably needed by Institution to run the Classes and as agreed upon by Microsoft.

Institution shall:

- Make the final decisions on whether to run Classes or not due to established capacity requirements
- Select appropriate Instructors to be trained by Microsoft on the curriculum
- Share any aggregate data available on adult students (for purposes of clarity, this data shall not include any personally identifiable information of such students)
- When possible, include class listings in catalogs, online course listings and targeted mailings
- Administer two online surveys in the Classes, one prior to starting instruction and one immediately after instruction ends, for measurement of the Parties joint goals of the Class
- Provide an appropriate computer lab setting as a learning environment to conduct the Classes
- If possible, convert at least one lab to Windows 7 with assistance from Microsoft before the
 first quarter of running Classes. If that's not possible due to time constraints, the Institution
 commits to convert any lab running these Classes to Windows 7 before the second quarter
 of running the Class.
- Ensure that all Windows 7 workshops are taught on computers running the Windows 7 operating system.

Instructors: The Parties agree to select and train at least one Instructor as follows:

- Microsoft's Obligations:
 - Advise on the desired Instructor characteristics
 - Train all Instructors on the workshop curriculum
- Institution's Obligations:
 - o Select appropriate Instructors based on Microsoft guidance
 - Cover all expenses for the Instructors, including but not limited to wages, salary, or other benefits, per Institution's normal business practices.

Funding:

Funding for any joint marketing or demand generation activities contemplated on this Exhibit A shall be determined upon mutual agreement by the Parties and pursuant to a separate written agreement.

Contacts:

Microsoft:

Kelly Anderson

One Microsoft Way Redmond, WA 98052 Phone: 425-703-1566 kellyst@microsoft.com

Institution:

Corine Doughty
Career/Community Education
Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92626
Phone: 714-432-5628 Ext. 3

CONTRACT FOR AUDITING AND ACCOUNTING SERVICES

This agreement made and entered into this 10th day of December, 2009, between the Coast Community College District, of Orange County, State of California, hereafter referred to as "District" and VICENTI, LLOYD & STUTZMAN LLP, Certified Public Accountants, hereafter referred to as "Auditors".

WITNESSETH:

COMPETENCE OF PARTIES

Whereas, it is the intention of the District to comply with the provisions of Section 84040 of the Education Code, and provide for an annual audit of the books and accounts of the District including the required compliance audit provisions of Circular A-133, *Audits of State and Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996; *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *California Community Colleges Contracted Audited Manual*, issued by the California Community Colleges Chancellor's Office, and to secure accounting services.

CONSIDERATION

Therefore, in consideration of the mutual covenants, conditions, and promises hereinafter contained, the District hereby engages the Auditors, and the Auditors hereby agree, to audit all funds, books, and accounts under the jurisdiction and control of the District including the required compliance audit provisions of Circular A-133, Audits of State and Local Governments, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996; and Government Auditing Standards, issued by the Comptroller General of the United States, and the California Community Colleges Contracted Audited Manual, issued by the California Community Colleges Chancellor's Office, and provide accounting services in the following manner and upon the following conditions.

AUDIT PROCEDURE AND SCOPE

The audit will be a single audit conducted in accordance with generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and the Standards contained in *Contracted District Audit Manual*, issued by the California State Chancellor's Office, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express an unqualified opinion that the general purpose financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the schedule of expenditures of federal awards and on the District's compliance with laws and regulations and the provisions of contracts and grant agreements and its internal controls as required for a single audit. If our opinion on the financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the single audit, we will not issue a report as a result of this engagement.

The management of the District is responsible for establishing and maintaining internal control. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of general purpose financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

In planning and performing our audit(s) for the year(s) ended June 30, 2010, the Auditors will consider the internal control in order to determine our auditing procedures for the purpose of expressing our opinions on the District's general purpose financial statements and on its compliance with requirements applicable to major programs and to report on internal control in accordance with OMB Circular A-133, and not to provide assurance on the internal control.

The Auditors will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and they will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that are considered relevant to preventing and detecting errors and fraud that are material to the general purpose financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the general purpose financial statements. (Tests of controls are required only if control risk is assessed below the maximum level.) The tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

The Auditors will perform tests of controls, as required by OMB Circular A-133, to evaluate the effectiveness of the design and operation of controls that are considered relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each of the District's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed.

The Auditors will inform the District of any matters involving internal control and its operation that are considered to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the general purpose financial statements. The Auditors will also inform the appropriate levels of management of any nonreportable conditions or other matters involving internal control, if any, as required by OMB Circular A-133.

Compliance with laws, regulations, contracts, and other grant agreements applicable to the District is the responsibility of the District's management. As part of obtaining reasonable assurance about whether the general purpose financial statements are free of material misstatement, the Auditors will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion.

OMB Circular A-133 requires that the Auditors plan and perform the audit to obtain reasonable assurance about whether the District has complied with applicable laws and regulations and the provisions of contracts and grant agreements. The Auditor's procedures will consist of the applicable procedures described in the OMB's compliance supplement. The purpose of the audit will be to express an opinion on the District's compliance with requirements applicable to major programs.

The audit will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. The Auditors will request written representations from the District's attorneys as part of the engagement. At the conclusion of the audit, the Auditors will also request certain written representations from Management about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, the audit will be planned and performed to obtain reasonable assurance about whether the financial statements are free of material misstatement. Because of the concept of reasonable assurance and because a detailed examination of all transactions will not be performed, our audit will not necessarily detect misstatements less than this materiality level that might exist due to error, fraudulent reporting, misappropriation of assets or other illegal acts.

In addition, the District is responsible for adjusting the financial statements to correct material misstatements and for affirming to the auditor in the representation letter that the effect of any uncorrected misstatements aggregated by the auditor during the current period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

The District will provide the Auditors with the basic information required for the audit and the District is responsible for the accuracy and completeness of that information. The auditors will advise the District about appropriate accounting principles and their application and will assist in the preparation of the financial statements, but the responsibility for the financial statements remains with the District. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets. Management is also

responsible for identifying and ensuring that the entity complies with applicable laws and regulations and the provisions of contracts and grant agreements.

In the event that circumstances indicate it is necessary to perform additional work or to expend inordinate amounts of time because of (1) incompleteness of records, (2) poor working conditions, (3) abnormal errors, (4) misappropriation of funds, (5) lack of cooperation on the part of District employees, or (6) other circumstances disclosed by the audit, it is agreed that such additional work shall be subject to special contract or contracts upon a fee basis to be mutually agreed upon between the respective parties to this agreement. It is expressly understood that fees relating to such extensions of verification procedures are additional fees, as the services relating thereto are not contemplated as being within the normal scope of auditing services to be performed under this contract.

In the event that the audit requirements pertaining to this audit have been amended or the number of funds or accounts maintained by the District has increased during the period under this contract, the agreed compensation as stated in the provisions of this contract may be subject to revision.

Governmental Auditing Standards—1994 Revision requires that we provide you with a copy of our most recent quality control review report. Our 2006 peer review report accompanies this contract.

OTHER ACCOUNTING SERVICES

The Auditors may also furnish other accounting services, which may include advisory and system accounting services as requested by the District, and shall receive payment for such additional service at the rates indicated under the compensation section of this contract.

PERIOD COVERED BY AGREEMENT

This agreement shall cover the audit period beginning July 1, 2009 and ending June 30, 2010, including required time to complete said audits. This agreement may be extended upon mutual agreement of both parties for up to two additional years. Audit fieldwork for the engagement shall occur between December 10, 2009 and December 31, 2010.

PERSONNEL AND WORKERS' COMPENSATION INSURANCE

The Auditors shall employ in performance hereunder only qualified persons having experience suitable to the grades and classifications listed under the compensation section of this contract and only such number sufficient to perform such work. The Auditors shall maintain such insurance as required under the Workers' Compensation Insurance Act.

COMPENSATION

The annual fee for auditing services under the terms of this contract shall be \$150,760 (see attached), with the exception that any auditing services as a result of any changes in District reporting format and/or audit requirements as stated in the California State Chancellor's Office Contracted District Audit Manual.

FORM AND CONTENT OF THE ANNUAL REPORT

The form and content of the annual audit report shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the California State Chancellor's Office Contracted District Audit Manual, including the required compliance audit provisions of Circular A-133, *Audits of State and Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996.

RENDERING OF AUDIT REPORT

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the *Contracted District Audit Manual*, issued by the California State Chancellor's Office, unless delayed by circumstances beyond the control of the Auditors. Fifty (50) bound copies, one (1) unbound copy, and one (1) electronic copy of each audit report shall be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount will be billed at \$15.00 each.

IN WITNESS WHEREOF, the parties hereto have	ve caused this agreement to be executed in triplicate, the
day and year first above written:	
COAST COMMUNITY COLLEGE DISTRICT	VICENTI, LLOYD & STUTZMAN LLP
By District	ByAuditor
Federal Identification Number 95-2242818	

AUDIT SERVICES

ESTIMATED TIMING OF WORK

We are committed to meeting agreed upon timelines. Our goal is to properly plan the audit to provide Senior Management and the Board of Trustees with the most current information.

We anticipate that our fieldwork will begin at your office as early as April. The report writing, reviewing and typing will be done in our office following fieldwork and should be completed by late November. We will file the audit with the State Chancellor's office by December 31st. We estimate the total hours of work to be approximately 1,515 and approximately five auditors will be assigned to your audit engagement during peak audit times.

SCHEDULE OF ESTIMATED HOURS

We estimate the hours for completing the audits for the fiscal years ending June 30, 2008 - 2010 will be:

	Anticipated Hours
District Financial and Compliance Audit	1,035
District Compliance Audit	115
Foundation Financial & Compliance Audits and Related Tax Returns District Foundation Coastline College Foundation Golden West College Foundation Orange Coast College Foundation	30 40 70 85
Enterprise Corporation Financial & Compliance Audits and Related Tax Returns	70
Measure C Bond Program Financial & Performance Audits	. 60
Data Collection Form	_10
Estimated Hours	<u>1,515</u>

The District Compliance Audit hours is an estimate and could change depending on significant changes in audit standards promulgated by the AICPA, the Contracted District Audit Manual, Federal Guidelines, or the status of the District as a low risk auditee.

SCHEDULE OF PROFESSIONAL FEES & EXPENSES

This fee schedule is based on the detail of the work effort discussed in the audit plan for the fiscal years ending June 30, 2008 - 2010:

	A10				
		Annual Cost			
	<u>2007-08</u>	<u>2008-09</u>	<u> 2009-10</u>		
District Financial & Compliance Audit (inclusive of all District funds, single audit requirements, audit of student financial assistance programs, & SAS requirements)	\$108,000	\$112,000	\$112,000		
Foundation Financial & Compliance Audits and Related Tax Returns					
District Foundation	3,000	3,100	3,100		
Coastline College Foundation	3,800	3,900	3,900		
Golden West College Foundation	7,000	7,200	7,200		
Orange Coast College Foundation	8,500	8,700	8,700		
Enterprise Corporation Financial &					
Compliance Audits and Related Tax Returns	5,100	5,200	5,200		
Measure C Bond Program Financial &					
Performance Audits	9,700	9,900	9,900		
Data Collection Form	<u>750</u>	<u>760</u>	<u>760</u>		
Total	<u>\$ 145,850</u>	<u>\$ 150,760</u>	<u>\$ 150,760</u>		

The above fees were calculated assuming no significant changes in accounting principles, auditing standards, compliance requirements, or District/Foundation operations. If unforeseen circumstances should change the size or scope of the audit, we would contact the District/Foundation and discuss our estimate of additional costs. The quoted fee is dependent on all items requested at the pre-audit meeting being completed and included in the audit binder provided to District/Foundation personnel. Mileage will be billed at the most current Internal Revenue Service rate.

CONDITION OF RECORDS

The above fees assume that your records are in adequate condition. We have not estimated any time or fees for any additional work that might be necessary such as such as compiling financial statement balances and making sure they are presented in accordance with accounting principles generally accepted in the United States of America and reconciling supporting documentation.

If the need for additional work comes to our attention, we will immediately bring this to your attention. If you choose to have us perform the additional work, then such work will be set forth in an addendum to the contract between Coast Community College District and VLS.

Our hourly rates to be charged for change order work or additional audit or tax services are as follows:

Hourly Fees	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Partner	\$240	\$250	\$260
Senior Manager	190	200	210
Consultant	190	200	210
Manager	150	160	170
Senior Associate/In-Charge	120	125	130
Associate	90	95	100
Support Staff/Clerical	40	42	45



Voice Service	Order Form		tw)telecom.		
Contract Classification				Data at	Original and Filtra	0/0/00
ı NEW			er Services Agreement		Original on File:	0/0/00
		☐ TWTC Standard	Terms and Conditions	on File Date of	Original on Fife:	0/0/00
(collectively "TWTC") and Parties ("Effective Date").	nto by tw telecom holdings inc. by and thro Coast Community nerein are governed by TWTC's applicable tar	College District		("Customer").	It is effective upon ex	recution by both
Oregon, Kentucky, Washingto	n, North Carolina, Ohio and Indiana, they are in C's service catalog posted at www.twtelecom	governed by TWTC				
	es ("FSLC") will be assessed for VersiPak, IS lot assessed for Voice T1, IP Trunks, Channo ubject to change.					
terminate or suspend the servi Customer is solely liable for an	vices to provide voice content related services ces ordered hereunder and collect any applica d will indemnify, defend and hold TWTC harm d attorneys' fees incurred by TWTC in enford	able termination cha less from all claims,	rges. Customer a	grees to notify TWTC	immediately if it breacl	nes this provision.
service to support prepaid calli requirements outlined in the or TWTC may disconnect service	se services as a substitute for carrier intercon ng card calls, Customer acknowledges that ar der contained in FCC 06-79 (June 30, 2006). s if the violation is not cured within 10 days fo ses arising from or related to Customer's bre	ny use of service for Customer agrees to Illowing written notic	the transport of or remit any intrasta e. Customer must	iginating or terminatin te or interstate access	g pre paid calling card charges directly to the	traffic is subject to the appropriate carrier.
end users. Unless special arra	designed for and do not accommodate the nagement are agreed to in writing, TWTC does portability, calling name delivery, end user bi	not support Custon	ner's non-affiliated			
Customer uses services to fac	ot designed for, but may be capable of being litate remote metering, supervisory control an ly or liability for Customer's use of the Service	d alarm signaling pu	irposes, Customer	is solely responsible t	or ensuring compatibil	
Telephone Number ("BTN") and that originate on Intercity Switch or or or other than the Custor Iditionally, TWTC cannot ide or its affiliates are responsible capability to identify individual authorities will not be able to identify.	c: Customer acknowledges and understands to d the physical service address for the BTN to hed Service ("ISS") and Local Reach Service ner's physical service address associated with tiffy, control or track the location of individual e for providing end user location information to stations from which E911 calls originate, Cust entify individual station locations. TWTC has event will TWTC be liable for Customer's ina	emergency respons will be completely b the BTN, will not b end-user stations, co the E911 system. omer must first arra no liability or respon	e organizations (9 locked. Calls to 9 e directed to a PS, or the method of co If Customer uses a nge in writing with sibility whatsoever	11/E911 or Public Saf 1 that originate on Ex AP capable of respond nnecting end-user sta any form of private swi TWTC to obtain a spe for inaccuracies in the	ety Answering Point "P panded Exchange Ser ling to the emergency of the configured by Cu itch/automatic location icial E911 feature or el e 911 database associ	"SAP"). Calls to 911 vice ("EES"), or from condition. istomer. Neither TWT(identification ("PS/ALI" se emergency ated with Customer-
	th Term, the Term will automatically renew for prior the expiration of the then current term th			month terms unless	and until either Party n	otifies the other in
Customer and the individual	signing below represent that such individ	ual has the authori	ty to bind Custon	er to this Agreemen	t.	
Customer Nan	ne: Coast Community College District					
Service Addre	s: 15744 Goldenwest Street,		Billing Address:	1370 Adams Avenu	e	
	Huntington Beach, CA 92647-3197			Costa Mesa, Califor	nia 92626	
Term:	36 Months				<u> </u>	
Grand Total (De	tailed Price Description Below)	Monthly Recurring Charges "MRC"	\$1,475.34	Non-Recurring Charges "NRC"	\$2,452.00	
Additional charges may be as	essed if Customer causes a delay in installati		xtension of a netw	ork demarcation or ins	side wiring.	-
tw telecom	noldings inc.		Customer	Coast Community C	College District	
Signature:			Signature:			
Print Name: William Free	lerickson		Print Name:			

Attachment 12 Version 4.2 Rev. 8-27-09 tw telecom - Confidential

Title:

Date:

Title:

Date:

VP / GM

Sales Person: Ron Mills

Other Special Provisions [requires prior approval from TWTC Legal Department]: TWTC and Customer acknowledge that Customer may be eligible for funding support through the federal E-rate program and/or the California Teleconnect Fund. Customer is responsible for full compliance with the rules and regulations of the federal E-Rate program and the California Teleconnect Fund. Customer will be billed in full for Services provided. On a monthly basis, TWTC will issue a credit against Customer's account in the amount of the Customer's e-Rate discount. TWTC will apply to the Universal Services Administrative Company for reimbursement of e-Rate discounts given to Customer. If, after application of USAC reimbursement and any applicable California Teleconnect Fund benefits, Customer's account remains unsatisfied, Customer shall be responsible for full payment of the amount due. Customer is responsible for full payment of all amounts not approved for e-Rate program and/or California Teleconnect Fund coverage or for which the USAC or California Teleconnect Fund fails or refuses to reimburse TWTC.

Special Provisions for Individual Telephone Number (ITN's): Excluding Services provided in Texas and Hawaii, each ITN requested by Customer hereunder, either at the time of this Service Order or thereafter, will be charged at \$0.15 MRC and \$0.35 NRC. ITN rates for Services provided in Hawaii and Texas are specified in TWTC's applicable tariffs.

Special Provisions for Toll Free Numbers (8xx): Each Toll Free Number requested by Customer hereunder, either at the time of this Service Order or thereafter, will be charged a \$15.00 NRC.

VOICE SERVICES: VOICE	T1	Unit Price	Quantity	Monthly Total	Unit Install	Total install
Voice T1 - 2Way (PRI)	Flat	\$525.00	2	\$1,050.00	\$250.00	\$500.00
<select service=""></select>	<select type="" usage=""></select>					•
<select service=""></select>	<select type="" usage=""></select>					
<select service=""></select>	<select type="" usage=""></select>					
Voice T1 Feature	Please describe			Ī. Ī.		
Voice T1 Feature	Please describe					
Voice T1 Feature	Please describe					
VOIGE SERVICES INION OF	THE PROOF WITH PERSON (ITAL)			1 1	11 22 4 10	
VOICE SERVICES: INDIVI	DUAL TELEPHONE NUMBERS (ITN's)	Unit Price	Quantity	Monthly Total	Unit Install	Total Install
Individual Telephone Numb	per (ITN)	\$0.15	600	\$90.00	\$0.35	\$210.00
ITN - 100 numbers or less	(HI)					
ITN - greater than 100 (HI)						
VOICE SERVICES: LOCAL	LOOP (VOICE)	Unit Price	Quantity	Monthly Total	Unit Install	Total Install
Local Loop (Voice)		\$167.67	2	\$335.34	\$621.00	\$1,242.00
USAGE: LOCAL AND INTE	RALATA TOLL:					

USAGE: LOCAL A	AND INTRALATA TOLL:	
Message	-	\$ per call
Measured		\$ per second initial period, \$ per each additional second period
Zone 1&2		\$ per second initial period, \$ per each additional second period
Zone 3		\$ per second initial period, \$ per each additional second period
IntraLATA Toll		\$ second initial period, \$ per each additional second period
Other:	Please Describe	\$ per second initial period, \$ per each additional second period
Other:	Please Describe	\$persecond initial period, \$per each additional second period

LONG DISTANCE SERVICES: USAGE	Total Estimated	Quantity	IntraState - Rate Per Minute	InterState - Rate Per Minute	Unit Install	Total Install
Switched:	0k-10k					
Switched 1+:			\$0.0280	\$0.0280		
Switched 8xx		0	\$0.0280	\$0.0280	\$0,00	\$0.00

LONG DISTANCE SERVICES: FLEX CALL	Total Estimated Volume	Package Minutes of Usage (MOU)	IntraState - Rate Per Minute (RPM)	InterState - Rate Per Minute (RPM)	Unit Install	Total Install
Flex Call (Free Minutes):	0k-10k	10,000				
FlexCall 1+			\$0.0280	\$0.0280		
FlexCall 8xx	Quantity ==>	0	\$0.0280	\$0.0280	\$0.00	\$0.00

By contracting for Long Distance Product(s), including without limitation minutes incorporated into bundled or integrated packages, Customer acknowledges that Customer has selected TWTC as the IntraLATA and InterLATA Long Distance toll provider.

International Blocking Option: Customer accepts international toli blocking option - Customer Representative Initials: ______

For additional information regarding international toll blocking and international/offshore pricing (including Alaska, Hawaii, Puerto Rico, US Virgin Islands and Guam) for TWTC long distance services, please refer to the appropriate TWTC interstate or international Terms and Conditions/Price List documents available at www.twtelecom.com.

OTHER CHARGES:	Unit Price	Quantity	Monthly Total	Unit Install	Total Install
Expedite Charge			· · · · · · · · · · · · · · · · · · ·	1	
Demarc Extension		2		\$250.00	\$500.0
Inside Wiring					

VOICE SERVICES TOTAL	\$1,475.34	\$1,952.0
LONG DISTANCE SERVICES TOTAL	\$0.00	

OTHER CHARGES TOTAL	\$0.00	\$500.00
TOTAL MONTHLY RECURRING AND NON-RECURRING CHARGES	\$1,475.34	\$2,452.00
	Ψ1,410.03	 ¥2,432.00

	,		

COAST COMMUNITY COLLEGE DISTRICT STANDARD AGREEMENT COVERING OFF-CAMPUS EMPLOYERS PARTICIPATION IN THE CalWORKs WORK-STUDY PROGRAM.

PARTICIPAT made entered COLLEGE D	FION IN THE (into day DISTRICT, COA	GREEMENT COVERING OFF-CAMPUS EMPLOYERS CalWORKs WORK-STUDY PROGRAM ("Agreement") is y of, 2009 by and between COAST COMMUNITY ASTLINE COMMUNITY COLLEGE, (the "District") and cated at, telephone no
("CalWORKs	REAS, Districes") to develop/rein Orange Cour	t has received a grant through the State of California edesign/repackage programs which have high access to job aty.
open entry/ex lecture and l	tit and involves ab internships,	has established a program model consisting of short-term, a minimum of 32/35 hours per week including classroom skill building, work readiness activities, and other work e certain basis skills ("Program"); and
WHE under such Pr	•	ny is in a position to utilize the services of District's students
Distri	ct and Compar	ny agree as follows:
1.	The term of th	is Agreement shall be from (beginning date) through te).
2.	who are eligib performed by	ees to utilize the services of student furnished by District ele to participate in the program. The specific services to be said student and at the rate of compensation therefore will the form attached as Exhibit A.
3.	b. To corregulat c. To exte	apply with all Program requirements. Imply with all local, state and federal laws, rules and ions. In the Company is able, to utilize the services of qualified its referred to it by District who are eligible to participate in
		mit to District the following information: the total number of positions available; a job description of each available position, including the suggested rate of pay; the skills required of the prospective work-study student employee; and

- (4) the education benefits provided by the position.
- e. To immediately notify District of any change affecting the student's employment. District should be notified if a student is not performing satisfactory, if other adjustments are necessary to affect a better working relationship, or if the student's weekly hours of employment change.
- f. Company may interview prospective CalWORKs work-study employees. District will provide Company and each student with adequate information to facilitate proper placement.
- g. To not discriminate between applicants on the basis of race, creed, color, sex religion, Vietnam veteran era status, national origin, marital status, age, handicap, or medical condition, or subject any applicant to any discriminatory practices prohibited by state or federal law.
- h. The work-study position shall not violate any applicable collective bargaining agreement, or fill any vacancies due to a labor dispute.
- i. The hours of employment shall not be reduced below the number agreed to. Company shall provide District a copy of the student's time cards and paycheck stubs for each pay period.
- j. The total compensation payable to Company by Program shall not exceed the total amount authorized in writing by District.
- k. Not to terminate student's employment except for good cause.
- 1. Company shall provide the student with reasonable supervision and allow reasonable inspection by District.
- m. No funds appropriated under this article shall supplant any state, federal, or institutional funds used to support existing paid positions for student's in profit or nonprofit organizations.
- 4. For student compensation Company further agrees to:
 - a. Pay student a comparable rate to that paid for comparable positions within Company. If Company has no comparable position, student shall be paid at a rate comparable to that paid by other organizations in the field of work involving comparable duties and responsibilities. The positions shall be compared on the basis of the nature of the work performed and the background and skills required for the position, and not upon the student's part-time or student status. In no event shall student be paid less than the minimum wage.
 - b. Pay total compensation directly to student less all appropriate payroll deductions and shall be responsible to ensure student completes all normal employment paperwork required by Company and state and federal taxing authorities including W4 forms, I-9 documents.
 - c. Be fully responsible for making and reporting all appropriate payroll deductions including federal and state withholding, SDI and FICA and all Company payroll taxes.

- d. Complete jointly with student the payroll verification and reimbursement form and submit it on a monthly basis to District Office.
- e. Maintain accurate records of the hours worked by each student on a form designed or approved by District.
- f. Make its payroll records for student paid under the Program available to District staff, California Student Aid Commission staff, or other State of California personnel for audit purposes.
- g. Provide all applicable employee benefits to student unless otherwise agreed in writing by both parties hereto.
- h. Provide worker's compensation coverage for any student employed by Company.
- i. Provide in writing upon termination of employment the reasons therefore if terminated prior to agreed term of employment.

5. District agrees to:

- a. Determine Company's eligibility to participate in the Program.
- b. Review the work-study positions offered and determine whether they satisfy the Program requirements.
- c. Screen and refer only eligible students to prospective employers.
- d. Notify Company of any student who may become ineligible for further participation in the Program.
- e. Negotiate the Company and Program contribution terms this Agreement as set forth in Exhibit 'A' attached hereto, specifying the respective percentage of student compensation to be paid by Company and by the Program.
- 6. Company hereby releases, discharges and agrees to hold harmless District, District's governing ("Board"), employees, agents, and representatives from any and all liability arising out of or in connection with student's enrollment in the Program and actions as an employee of Company. For purposes of this release, liability means all claims, demands, losses, causes of action, suits, or judgments of any kind that Company or its officers, directors or employees may have against District, Board, employees, agents, and representatives because of student's actions or failure to act which causes any personal injury, accident, illness, death, or any loss or damage to property that results, from any cause including, but not limited to, Student, District, Board, employees, agents or representative's own passive or active negligence or any acts other than fraud, willful misconduct or violation of the law.
- 7. Company agrees to indemnify, defend and hold harmless District and its authorized agents, officers, trustees, volunteers, employees, and students from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Agreement or from any cause whatsoever which may arise because of the negligence, misconduct or other fault of

Company including any acts, errors or omissions of any officers, employees or agents of Company including any costs and expenses incurred by District, except where such indemnification is prohibited by law.

- 8. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which may be withheld by either party in its sole and absolute discretion.
- 9. Either party may terminate this Agreement without cause by giving 30 days prior written notice to the other party of its intensions to terminate. In the event of termination, Company agrees to allow any student then employed to complete student's term of employment.
- 10. This Agreement and each complete Exhibit A for each student constitutes the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both parties.
- 11. Any notice or communication required or permitted hereunder or by law relating to this Agreement 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 District:	Coastline Community College 11460 Warner Avenue Fountain Valley, CA 92708
With a copy to:	Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626 Attn: Vice Chancellor Administrative Services
To Company:	,CA
With a copy to:	Attn:,CA

And/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after deposit in the mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year herein above stated.

By	COMPANY: By
Name: Mai Le	
	Name
Title: Supervisor – CalWORKs	Title:
Date	Date
COAST COMMUNITY COLLEGE DISTRICT	Г
By	
Name:	
Title: President, Board of Trustees	
Date:	

EXHIBIT 'A'

Coast Community College District's Standard Agreement Covering Off-Campus Employer's Participation In the CalWORKs Work-Study Program

1.	Employer's Name:Taxpayer I.D.	#:
	Address:	
	Telephone No: Fax No:	<u> </u>
2.	Student's Name: I.D. #:	
3.	Position:	
4.	Duties:	
`5.	Maximum Reimbursement Hours Per Weel	k:
6.	Student's Rate of Pay:	
7.	Benefits:	
8.	Reimbursement percentage to employer:	75%.
COAS	STLINE COMMUNITY COLLEGE	COMPANY:
Ву		Ву
Name	: Mai Le	Name
Title:	CalWORKs Supervisor	Title
Date_		Date
COAS	ST COMMUNITY COLLEGE DISTRICT	Γ
Ву		
Name	: C. M. Brahmbhatt	

Title:	Vice Chancellor	
Date:		

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STUDENT PARTICIPATION AGREEMENT CalWORKs WORK-STUDY PROGRAM COASTLINE COMMUNITY COLLEGE

This student Participation Agreement ("Agreement") is entered into by and between the Coast Community College District, a public education agency ("District") and ______ ("student"), concerning Student's participation in a CalWORKs work-study program ("Program").

In consideration of District allowing Student to participate in the Program, Student agrees as follows:

1. Compliance With Laws, Rules, and Regulations.

While participating in the program, Student at all times shall abide by and comply with all applicable laws, rules, statutes, ordinances, regulations, policies, and procedures, including but not limited to those of District and the employer.

2. <u>Student Must Maintain the Confidentiality of All Employers' Confidential or Proprietary Information.</u>

Student must at all times maintain the confidentially rights of employer including all proprietary or trade secret information.

3. Release and Hold Harmless.

Student hereby releases and agrees to hold harmless District, District's governing board ("Board"), employees, agents, and representatives from any and all liability arising out of or in connection with Student's enrollment and participation in the Program. For the purpose of this release, liability means all claims, demands, losses, causes of action, suites or judgments of any kind that Student or Student's heirs, executors, administrators, and assigns may have against District, Board, employees, agents, and representatives or that any other person or entity may have against District, Board, agents, employees, and representatives because of Student's termination from employment, personal injury, accident, illness, death, or because of any loss of or damage to property that occurs to Student or Student's property during Student's participation in this Program that result from any cause including, but not limited to, District's, Board's, employees', agents', or representatives' own passive or active negligence or other acts other than fraud, willful misconduct or violation of the laws.

Student's Initials

4. No Right to Employment Removal.

Student understands and agrees that Student's participation in the Program does not create any right to employment by employer. Student understands and agrees that Student may be

removed from employment at any time, for any reasons, except in violation of any law. Any student who is asked to leave by the employer shall do so promptly and without protest.

General Rules.

Students entering this program are required to meet the following requirements:

- a. Student must involve at least 32/35 hours per week for class attendance and work.
- b. Student must notify District if Student's employment or work hours change.
- c. Student is personally responsible for reporting and paying all state and federal taxes and income derived from Student's employment in the Program.
- d. Student must have adequate, reliable transportation to Student's employment under this Program.
- e. Prospective employers as a condition to employment of Student may require verifiable references, background checks with appropriate local, state and federal agencies, physical exams, and blood or urine testing for controlled substances.

ACKNOWLEDGEMENT:

STUDENT HAS READ THE STUDENT PARTICIPATION AGREEMENT INCLUDING THE RELEASE PROVISIONS IN PARAGRAPH 4 AND THE ASSUMPTION OF RISK PROVISIONS IN PARAGRAPH 5 AND AGREES TO ABIDE BY AND COMPLY WITH ALL ITS TERMS.

Dated:	Ву:
	Student
	Student ID Number
	Address
	- (
	Phone Number

Addendum One to TranscriptsPlus® Online Transcript Service Agreement (School-to-School Service Agreement Addendum)

This Addendum shall modify the Terms & Conditions of the TranscriptsPlus® Online Transcript Service Agreement, dated January 27, 2009, between:

Credentials Inc. 426 Frontage Road, Suite 200 Northfield, IL 60093

and 13

Coast Community College District. 1370 Adams Ave Costa Mesa, CA 92626

(Hereinafter "CI")

("CCCD" or "Sending Institution")

RECITALS

Whereas CCCD would like to encourage the use of the automated TranscriptsPlus® online service by other academic institutions (Receiving Institutions); and

Whereas CI has modified its TranscriptsPlus® application to provide a restricted mode of use to insure compliance that is consistent with the provisions of this Addendum; and

Whereas Receiving Institutions will be responsible for originating requests for academic transcripts on behalf of applicants to their academic institutions who claim to have academic records at CCCD; and

Whereas CI agrees to require that each Receiving Institution wishing to participate in transcript ordering under the terms of this Addendum must sign the Receiving Institution Agreement shown in Exhibit A; and

Whereas Exhibit A requires the certification by the Receiving Institution that it has in place procedures for obtaining written authorization from individuals on whose behalf Receiving Institution will place orders for academic transcripts from CCCD; and

Whereas Exhibit A requires that a Receiving Institution's procedures for obtaining such authorization shall (1) be compliant with The Family Educational Rights and Privacy Act of 1974 as Amended, (2) explicitly authorize the release of the individual's academic transcript records, (3) be subject to random audit by CI; and

Whereas Exhibit A requires the receiving institution to retain copies of the signed authorization forms for a minimum of one (1) year; and

Whereas Exhibit A requires that upon reasonable demand by CCCD, receiving institution shall provide to Sending Institution a copy of the authorization signed by the individual whose academic transcript has been ordered;

In Consideration Thereof, CCCD and CI agree to:

- 1. Honor requests for transcripts that are originated by any receiving institution that has properly executed a Receiving Institution Agreement (Exhibit A) with CI and places orders for transcripts using CI's TranscriptsPlus® online system; and
- Waive the standard requirement that a written signature be provided to CCCD as 2. authorization for release of an academic transcript to Receiving Institution; and
- Provide next business day service for transcript orders from Receiving Institution at 3. what is known as "Standard Service" rates as set forth in the existing Agreement between CI and CCCD, excepting for previously defined special circumstances associated with the transcript order;
- Amendment of Existing Agreement: To the extent set forth herein, this Addendum shall amend and modify the terms of the Terms & Conditions of the TranscriptsPlus® Online Transcript Service Agreement, dated January 27, 2009, between CCCD and CI. All other Terms and Conditions of the TranscriptsPlus® Online Transcript Service Agreement shall remain in full force and effect.

Creden	tials Inc.	Coast Community College District				
Ву:		By:				
Name:	Thomas D McKechney	Name: Jim Moreno				
Title:	Chief Executive Officer	Title: President, Board of Trustees				
Date:		Date: December 9, 2009				

Exhibit A

Receiving Institution Agreement for TranscriptsPlus® Online Service

RECITALS

Whereas Institution agrees to utilize the TranscriptsPlus® online service for originating expedited requests for academic transcripts on behalf of applicants of Institution who claim to have academic records at Sending Institutions represented by CI; and

Whereas Institution's applicants are required to sign a standard form that specifically authorizes Institution to request academic transcripts on their behalf (see Exhibit I); and

Whereas copies of the authorization forms will be retained by Institution for a minimum of one (1) year; and

Whereas Institution represents that every request for an expedited academic transcript from Sending Institution will have been duly authorized by the applicant in accordance with the Family Education Rights and Privacy Act of 1974 as Amended (FERPA); and

Whereas Institution agrees to produce a legible copy of any signed authorization form upon reasonable demand by either Sending Institution or CI; and

Whereas Institution agrees that its recordkeeping procedures for transcript authorizations will be subject to random audit by CI to insure integrity of the procedure and compliance with this Agreement; and

Whereas Institution agrees to provide Sending Institution with evidence of proper authorization for release of an academic transcript in advance of fulfilling any request for an academic transcript, if so requested by Sending Institution;

Therefore be it resolved that:

CI agrees to:

- 1. Honor transcript orders that are originated by Institution using the TranscriptsPlus® online ordering system under the terms of this Agreement
- 2. Waive (on behalf of the Sending Institution represented by CI) the standard requirement that a written signature be provided prior to release of an academic transcript by Sending Institution to Institution.
- 3. Extend credit to Institution in the form of semi-monthly invoicing for all Sending Institution transcript charges and CI handling fees.

Institution agrees to:

- 1. Pay all Sending Institution charges as well as all CI handling charges (as determined by separate contracts between each Sending Institution and CI) for transcripts ordered under this Agreement;
- 2. Remit to CI within 45 days of invoice, all amounts due under this Agreement.
- 3. Provide CI with a copy of specific signed authorization forms that comply with all of the terms and conditions of this Agreement upon reasonable notice from CI to satisfy CI's audit obligations under agreements with Sending Institutions.
- 4. Indemnify and hold harmless CI for any costs incurred by CI resulting from Institution's failure to comply with this agreement including, but not limited to: attorney's fees, court costs and any actual or special damages.

Controlling Law: This Agreement shall be construed under the laws of the State of

Credentials Inc. (Receiving Institution)

By:

Name: Thomas D McKechney

Name:

Title: Chief Executive Officer

Date:

Date:

COAST COMMUNITY COLLEGE DISTRICT Justification for the Purchase of CurricUNET

CurricUNet is a comprehensive curriculum management system that manages the curriculum process from the inception of a course to its final approval by the State Chancellor's Office. It creates a virtually paperless, fully automated system that dramatically changes the curriculum development processes and work environment of each institution that uses it. General features of the system:

- The system is platform independent, and thus works on all major operating systems.
- It processes both courses and programs, and maintains integrated links between them.
- It restricts access to authorized users throughout the approval process, but can provide general access once the approval process is completed.
- It provides web-based proposal entry and approval.
- It uses a modern relational database.
- It places the client in charge of the data, rules tables, workflows, and related database elements.
- It provides for historical tracking of all courses and programs.
- It provides multi-college districts with the ability to use custom forms, reports, and workflows for each campus while also providing district wide reporting and shared database access to all courses and programs from all district colleges.

CurricUNET is currently in use at sixty-seven colleges in California and has been adopted as the curriculum management system for the State Chancellor's Office. While colleges are not required to purchase CurricUNET, it would greatly improve the timely transmission of courses and programs to the Chancellor's Office and shorten the State approval process.

In light of the many advantages this system brings, staff at each of the colleges recommends that the District purchase CurricUNET for use at each of the District colleges. It is the belief of faculty and staff who have reviewed the product and the Program Review module, that CurricUNET will greatly improve the curriculum process at each of the colleges and will more ably help the colleges to meet accreditation standards. Specific highlights of the system are as follows:

- CurricUNET creates a virtually paperless, fully automated system. The reduction in paper costs alone will eventually pay for the system.
- It reduces the "time to implementation" of innovative new courses by as much as 70%, thus speeding the offering of time-sensitive offerings to interested student groups and facilitating enrollment development.
- It automatically monitors the timely review and updating of all college courses to keep all college
 offerings current.
- It significantly reduces paper costs, storage costs, and clerical costs associated with curriculum management.
- It allows the Board of Trustees as well as the governance structure at each college to obtain meaningful statistics on curriculum development.
- CurricUNET is a product of Governet, which houses the servers on which CurricUNET runs, thus relieving District Information Services of ongoing maintenance requirements.

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THIS PROFESSIONAL SERVICES AGREEMENT is made as of this <u>1st</u> day of <u>February</u>, 2010 (the "Agreement") by and between Governet, a division of Nevada Contractors Registry, a Nevada Corporation, and <u>Coast Community College District</u> (hereinafter referred to as "Client").

RECITALS

WHEREAS, Client wishes to receive professional services related to various management, instructional, and technology issues; and

WHEREAS, Governet is a provider of management, instructional, and technical services to numerous colleges and universities; and

WHEREAS, Governet has demonstrated its experience in consulting services in the areas of project management, database design and development, Website design and development, Web course design and development, and other higher education consulting, including, at present, the implementation of the "CurricUNET" system for Automated Curriculum Development and Approval Tracking;

NOW, THEREFORE, in consideration of the recitals and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF LICENSE; SERVICES:

- (a) Grant of License. On the terms and subject to the conditions set forth in this Agreement, Governet hereby grants to Cleint a non-exclusive, non-transferrable license to use the Governet Curriculum Development and Approval Tracking System ("Curricunet") within Client's organization and operations. The license granted herein shall not give Client, or users accessing the Curricunet system through Client, authority to in any way alter, modify, reverse engineer, enhance or otherwise create any derivatives of Curricunet, or any part thereof, for any purpose.
- (b) <u>Provision of Services</u>. Governet shall provide Client with various technical services leading to the completion and implementation of a Web-accessible, database-driven Curriculum Development and Approval Tracking System ("CurricUNET") and related services. A description of Governet services to be provided to Client under this Agreement are set forth in Exhibit A attached hereto.
- 2. CONTRACTOR, NOT EMPLOYEE: The Parties acknowledge and agree that Governet's relationship to Client is as an independent contractor, and not an employee of Client. This Agreement shall also not be deemed to create a partnership, joint venture or fiduciary relationship between the Parties.

3.	TERM:	The	initial	term of this	agreement	shall	be from	_February	1, 2010	<u>)</u> to
	January 31,	2013_		(the "Initial"	Term") and,	upon	the expira	ition of the	Initial T	erm,
shal	l be submitte	ed for	Client	Board of Tri	astees appro	oval fo	r another	term of t	hirty-six	(36)
mor	iths (which sl	hall be o	deeme	d a "Renewal	Term") unle	ess tern	ninated as	set forth i	n this Se	ction
3 or	hereafter in	Section	4. If	Client elects t	o terminate	its use	of Curric	UNET at	the end o	f the
Initi	al Term or a	any Rer	newal	Term, Client	will provid	e Gove	ernet with	written n	otice of	such
inte	nt not less tha	n 90 da	vs pri	or to the expira	ation of sucl	h Initia	l Term or	Renewal 7	Гerm.	

- 4. TERMINATION: This agreement may also be terminated:
- (a) by Client, to the extent permitted under applicable law, if Governet makes an assignment for the benefit of creditors; files a petition of bankruptcy; permits a petition in bankruptcy to be filed against it; or if a receiver is appointed over a substantial part of its assets;
- (b) by Governet for the non-payment of any fees or charges from Client and which non-payment continues for a period of ninety (90) days from the date of invoice;
- (c) by either Party, in event of a material breach or nonperformance by the other of any provision of this Agreement, provided however, that written notice of the alleged breach shall have been given to the allegedly breaching Party who shall not have remedied or cured the alleged breach within thirty (30) days after the date of delivery of such notice;
 - (d) by Client as set forth above in Section 3.
- 5. NONASSIGNMENT: This Agreement may be assigned by Governet only with the prior and express written consent of Client, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Governet shall not be deemed to have assigned this Agreement or any part thereof in violation of this provision if Governet elects to use the the services of qualified subcontractors from time to time in the performance of its obligations under this Agreement.
- 6. FEES FOR SERVICE AND TERMS OF PAYMENT: For Governet's services as specified in Section 1 above, Client shall pay fees to Governet as follows:
- (a) <u>Core System Customization and Implementation Fee (One-time)</u>: Payment of this fee shall entitle Client to receive the Governet services specified in Exhibit A. Governet will also provide such programming as may be required to interface CurricUNET to Client's Student System.

COST: \$\(\frac{105,000}{\)} \quad (amount includes applicable optional services selected in Exhibit "B", as follows:)

- CBO1: Data Conversion Services
- CB05: Automated Program Review Module

Payment terms will be as follows. There shall be an initial payment of \$15,000 upon contract approval, followed by $\underline{\text{nine}}$ (9) equal monthly payments of \$10,000 commencing with the

month following the date of execution of this Agreement. Payment shall be due within thirty (30) days of invoice date.

(b) Annual Maintenance and Support Fee (Ongoing, Required): Payment of this fee shall entitle Client to receive periodic software upgrades, ongoing user support (via phone, instant messaging, and email), ongoing system maintenance, and periodic future upgrades (including custom software upgrades if custom web input forms and/or workflows are impacted) to the CurricUNET System as created and incorporated by Governet. The first year's service is included in the Core System Fee above in subparagraph (a). Said Annual Maintenance and Support Fee shall not cover or apply to additional customization, functionality, upgrades or other services not specified in this subsection or Exhibit A that are requested by Client after Governet's implementation of the CurricUNET system and Client's acceptance thereof in accordance with the specifications developed as provided in Exhibit A. Subsection (d) below shall apply to all such additional services requested by Client.

COST: \$\(\frac{27,000}{\text{Exhibit "B"}}\) (amount includes applicable optional services selected in

Payment for this service is a single, annual payment due on the first day of each year of each Renewal Term. In Client's case, the first such required payment would be due on February 1, 2011 _____. Payment shall be made within thirty (30) days of invoice date.

(c) Annual Hosting Fee: Payment of this fee will entitle Client to use the hosting services provided by Governet as set forth in Exhibit A. The first year's service is included in the Core System Fee above. After the end of the Initial Term, Client may choose to host the CurricUNET system on Client's in-house servers. If Client elects to discontinue using Governet's hosting services, certain technical services would be required to assist Client's technical staff in effecting the transfer of CurricUNET programs and databases to Client's servers. In that event, fees for such transfer services are described in "Other", below.

COST: Included in Annual Maintenance and Support Fee above

(d) Other Products and Services: Please see Exhibit "B".

After the expiration of the Initial Term and prior to the commencement of a Renewal Term, Governet shall be entitled to make adjustments to fees payable under Subsections (a), (b) and (d) above as well as other terms of service under this Agreement, provided Governet shall notify Client in writing of any such proposed changes at least ninety (90) days prior to the end of the Initial Term or the applicable Renewal Term (the "Adjustment Notice"). The proposed changes shall automatically take effect unless Client submits a written objection thereto within thirty (30) days of Client's receipt of the Adjustment Notice. If Client submits a timely objection, the Parties shall enter into good faith negotiations to resolve Client's objections. In the event Client and Governet cannot mutually agree upon the changes proposed within sixty (60) days following the date of the Adjustment Notice, then either Client or Company may terminate this Agreement upon written notice to the other Party. If neither Party terminates this Agreement, the Parties will continue good faith discussions for an additional period of sixty (60) days in an attempt to

reach agreement During said sixty (60) day period, the pricing and terms of the then existing agreement shall continue in effect. If agreement is not reached by the Parties during said second sixty (60) day negotiation period, then the Agreement will automatically terminate at the conclusion thereof.

7. SCHEDULE: Governet and the Client will jointly develop a Work Plan to indicate the project tasks, on-site visits by Governet, and other pertinent events associated with this project as specified in Exhibit A.

8. OWNERSHIP OF INTELLECTUAL PROPERTY.

- (a) Intellectual Property Rights. Client acknowledges and agrees that Governet owns and has rights in and to those patents or patentable technologies, software designs and schematics, algorithms, source codes, source listings, specifications, copyrights and copyrightable materials, design documents and information, copies of source or object codes or other documentation of any type, which comprise the CurricUNET system. The foregoing is referred to collectively herein as "Governet Intellectual Property". Client acknowledges and agrees that nothing in this Agreement or in the performance thereof, or that might otherwise be implied by law, shall operate to grant Client any right, title, or interest in or to Governet's Intellectual Property. Furthermore, Client acknowledges and agrees that it will not in any way, directly or indirectly through any 3rd party, alter, modify, reverse engineer, or copy the Governet Intellectual Property, or any component thereof, without the express written consent of a duly authorized executive officer of Governet. Furthermore, the Parties acknowledge that during the course of performance of this Agreement, Governet will render services to Client that may result in the creation of new technologies, discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, and copyrightable work (whether or not including any confidential information) which relate to Governet's CurricUNET system or the services rendered to Client (the "Future IP"). The Parties acknowledge and agree that such Future IP shall be deemed developed by and owned exclusively by Governet, and shall be deemed licensed hereunder for use by Client. In the event it is determined for any reason that ownership of said Future IP resides with Client, then Client hereby grants to Governet an unrestricted, non-exclusive, perpetual license to use said Future IP at no cost to Governet.
- (b) <u>Use of Governet Marks</u>. Client acknowledges that Governet owns and has rights in and to certain trademarks, logos, website materials, and marketing materials (the "Governet Marks") that may be made available for use by Client under this Agreement. Client expressly acknowledges and agrees that nothing in this Agreement or in the performance thereof, or that might otherwise be implied by law, shall operate to grant Client any right, title, or interest in or to Governet's Marks. Client further acknowledges that it has no right to use, distribute, or otherwise reproduce such Governet Marks without the express written consent of Governet.
- (c) <u>Use of Client Marks</u>. Governet acknowledges that Client owns, and retains ownership of all Marks owned by Client, including any trademarks, logos, website materials, and marketing materials (the "Client Marks"). Governet further acknowledges that it has no right to use, distribute, or otherwise reproduce such Client Marks without the express written consent of

the Client, except that Client expressly agrees that Governet may use the Client Marks in a manner which indicates that Client is a client of Governet. Nothing in this Agreement or in the performance thereof, or that might otherwise be implied by law, shall operate to grant Governet any right, title, or interest in or to Client's Marks.

- Nondisclosure; Use of Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which a Party ("Discloser") discloses, in writing, orally or visually, to the other Party ("Recipient") or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which relates to (i) the Discloser; (ii) is designated by the Discloser to be proprietary or confidential in nature; and (iii) is not in the public domain. As used herein, the Parties acknowledge and agree that curriculum data, consisting of approved course outlines and program materials, voluntarily collected through or via the CurricUNET System shall not be deemed Confidential Information hereunder. Rather each of the Parties shall be entitled to collate, summarize or otherwise use and distribute such curriculum data including to third parties. The Recipient of Confidential Information agrees not to use any such Confidential Information received from the Discloser thereof for its own use, directly or indirectly, or for any purpose other than as expressly allowed under this Agreement. The Recipient shall not disclose or permit disclosure of any Confidential Information to third parties without the prior consent of an authorized officer or director of the Discloser. The Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Recipient utilizes to protect its own confidential information of a similar nature, which shall be no less than reasonable care. The Recipient shall notify the Discloser in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to the Recipient's attention.
- 9. INSURANCE: Governet shall procure and maintain such Workers Compensation and public liability insurance as may be required by Client during the term of this Agreement. Evidence of such insurance will be provided to Client upon request.
- 10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY: Client acknowledges that this is strictly a professional services agreement, and as such, Governet provides no warranties, expressed or implied, on the suitability or performance of the requested services. Governet will provide requested services on a best efforts basis and assumes no liability for any direct or consequential damages which may arise from their use, except if such damages arise directly from Governet's gross negligence or other intentional misconduct.
- 11. NOTICES: Any notice required by this Agreement shall be in writing and accomplished by registered or certified mail. Such notice shall be deemed to have been delivered five (5) days after it has been mailed:

If to Governet:

Chief Executive Officer

Governet

1520 Bolero Drive Santa Barbara, CA 93108						
If to Client:						
•						

- 12. EXHIBITS: All exhibits referred to in this Agreement are hereby incorporated by reference as though fully set forth in the text of this agreement. In the event of any conflict between the body of this Agreement and any exhibit to this Agreement, the body of this Agreement shall control over any conflicting provision in any exhibit to this agreement.
- 13. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of California, unless otherwise preempted by federal law.
- 14. ENTIRE AGREEMENT: This Agreement signed by both parties constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms. No other representations, promises, or statements that differ in any way from the terms of this Agreement shall be given any force of effect. This Agreement shall be changed only by written instrument signed by both the Client and Governet.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in the names as of the date first written above.

Coast Community College District	GOVERNET
Client	M. 1
By (Signature)	By (Signature)
Jim Moreno President, Board of Trustees	Chieff OF
Title	<u>Chief Executive Officer</u> Title
1370 Adams Avenue	1520 Bolero Drive
Address	Address
Costa Mesa, CA 92626	Santa Barbara, CA 93108
City, State, Zip Code	City, State, Zip Code

"EXHIBIT A"

Governet will provide services necessary for the customization and implementation of the Automated Curriculum Development and Approval System ("CurricUNET") for Client as specified in this Exhibit A. To do so, Governet and Client will work in good faith and cooperation to jointly develop comprehensive planning and project management services, consultation and advisement, systems analysis and programming services, and integration of applications software as follows:

Phase 1: Requirements Analysis

Client will designate a member of its staff who will act as the "Project Coordinator" for all matters relating to the CurricUNET project, and will provide Governet with the contact information for such Project Coordinator prior to Governet's commencement of work on said project. Governet will work with the Project Coordinator to identify customization changes required by Client. The customization changes will be represented by a written, itemized description of feature changes by system element and will include marked up screens and reports indicating requested changes to such system elements. Thereafter, Governet and Client will jointly develop a Project Workplan to identify, among other things, project activities/tasks, assigned resources, and estimated schedules. The Project Workplan will be posted to Governet's Web-based project management system. A preliminary Workplan and schedule is attached. Once approved by both Parties hereto, and subject to the additional customization rights granted to Client hereafter, the Project Workplan will be deemed the definitive measure for Governet's performance of its obligations to Client hereunder.

Phase 2: System Design

Governet will document what Client's CurricUNET system elements will look like, including screens, reports, and database schema. Said documentation shall be posted on Governet's Webbased project management system. Client shall timely review said documentation and shall have the right to request modifications to the Project Workplan during the Initial Term, resulting in no more than 80 total hours of additional programming. Such change orders will be logged and tracked on the Governet Web-based project management system. Said request shall specify the system elements to be modified, and shall be deemed a modification of the Project Workplan. The Parties acknowledge and agree that any further modification to Client's CurricUNET System beyond the Project Workplan, and as revised by the aforementioned change orders within the 80 hour limit, shall be subject to additional costs at the rates set forth in the Adhoc Professional Services Section of Exhibit B.

Phase 3: Prototype Development

Governet will develop a working version of the customized system for demonstration and testing purposes. Said prototype will conform to the specifications of the Project Workplan, as it may be amended, which conformance shall be certified by Client's Project Coordinator. The issuance of the Project Coordinator's certification shall establish that Client's CurricUNET System meets

the specifications of the Project Workplan, as amended, and that the system is ready for implementation.

Phase 4: Database Conversion/Entry

If requested by Client in Exhibit B, Item CB01, and subject to the provisions thereof, Governet will facilitate the conversion and migration of those electronic databases of Client that will be needed to initially populate the CurricUNET system, provided that such conversion is deemed practical based on joint analysis of existing files. This includes such programming as may be needed to parse existing electronic files for automated transfer into appropriate CurricUNET datasets. Governet will also provide data input of manual records for such current courses and programs for which electronic records are not available.

Phase 5: User Training/Documentation

Governet will provide specifications for training procedures, utilities for development of user documentation, and will assist Client to identify Client's initial internal trainers. Governet personnel will also conduct initial online "train the trainer" sessions for such personnel as specified by Client. If requested by Client in Exhibit B, Item CB02, these sessions will be conducted onsite at Client's facilities for a total of two (2) days, with no limitation on the number of participants. Client understands and acknowledges that once such training sessions are completed with the initial trainers, Governet's responsibilities for training of Client's staff will be deemed complete, and Client will be solely responsible for the designation, appointment and training of future internal trainers from its staff.

Phase 6: Implementation/Operations

Governet will manage the implementation process in coordination with Client's Project Coordinator, providing such technical personnel as Governet, in its sole discretion, as may be necessary to oversee and supervise the operational startup of the CurricUNET system. The completion of implementation of Client's CurricUNET System and the commencement of its use by Client shall be deemed 'acceptance' for purposes of the Agreement and this Exhibit A. Unless otherwise agreed to by both parties, Governet will host the operational CurricUNET system on its servers through the end of the Initial Term and Renewal Terms of this agreement. Client will notify Governet within 90 days of the end of the Initial Term or any Renewal Term if Client wishes to transfer the operational system to Client's facilities when the applicable term ends. Governet's hosting of the CurricUNET operational system shall be conducted in compliance with the standards and service commitments set forth in the Service Level Agreement attached to the Agreement as Exhibit "D".

Phase 7: Post Acceptance Modifications

After acceptance, Client shall be entitled to receive up to a total of <u>180</u> hours of technical and programming services (the "Annual Allowance"), at no additional cost, in each twelve (12) month period after the effective date of the contract for further customization or modifications

desired by Client. Any customization or modification services exceeding said Annual Allowance shall be billed to Client at the rate set forth in the Adhoc Professional Services Section of Exhibit B.

EXHIBIT B

CURRICUNET OPTIONAL PRODUCTS AND SERVICES

Client may elect to procure additional products and services from Governet which are not included in the Agreement. The following outline sets forth certain such products and services, and their payment specifications. Please mark the box next to each product or service that Client wishes to purchase.

B1. OPTIONAL PRODUCTS AND SERVICES

o CB01. Data Conversion Services

Provides data conversion services to both electronically and manually transfer Client's existing <u>currently active courses and programs</u> from their current sources, whether electronic or paper-based, into the CurricUNET database. If Client wishes to also convert inactive, archived data, such services will be quoted separately on a fixed-cost, project basis.

INITIAL COST:

\$5,000

RECURRING COST:

None

o CB02. Onsite Training Services

Provides onsite training to Client staff, at appropriate facilities selected by Client. The number of Client staff accommodated by this service will only be limited by the capacity of the selected facility and the number of days chosen by Client.

INITIAL COST:

\$2,500 per day, inclusive of all expenses

RECURRING COST:

None

o CB03. Articulation Module

Provides an articulation module that allows the institution to manage all its articulation agreements with other institutions, including both public and private institutions.

INITIAL COST:

\$7,000

RECURRING COST:

\$1,000/year annual support

o CB04. Document Management Module

Provides a document management module that allows users to attach electronic documents (Word, Excel, PDF, etc.) to their proposals at any stage, and to have reviewers view those documents along with the proposal. This module may also be used to retroactively create a course/program archive of scanned paper versions of historical course outlines and program/degree reports from pre-CurricUNET years.

INITIAL COST:

\$5,000

RECURRING COST:

None

o CB05. Automated Program Review Module

Provides customization and implementation services for an automated program review module, with integration to the CurricUNET system and other Client application systems as needed.

INITIAL COST:

\$25,000

RECURRING COST:

\$3,000/year annual support

o CB06. Textbook Management Module

Provides customization and implementation services for an automated textbook management module, with integration to the CurricUNET system and other client systems as needed.

INITIAL COST:

\$7,000

RECURRING COST:

\$1,000/year annual support

o CB07. Student Advisement Module

Provides customization and implementation services for an automated student advisement module, with integration to the CurricUNET system and other client systems as needed.

INITIAL COST:

\$20,000

RECURRING COST:

\$2,500/year annual support

CB08. Agendanet System

Provides customization and implementation services for an automated agenda development system for Board of Trustee meeting agendas, including item submission processing, approval workflow, agenda production, recording of votes and minutes, and archiving.

INITIAL COST:

\$35,000

RECURRING COST:

\$5,000/year annual support

B2. AD HOC SERVICES:

In addition to the above specified products and services, Client may subsequently request certain services which are ad hoc in nature and are not quantifiable in advance. The pricing for such services will be as follows, if and when requested.

System Transfer Services

Provides two (2) days of onsite technical assistance for system conversion/installation and training of Client IT staff for transfer of hosting of CurricUNET System from Governet to Client servers.

COST:

\$5,000

Adhoc Hourly Professional Services

After the initial term, Client may elect to request adhoc hourly technical services from Governet that exceed routine maintenance and support services covered by the annual maintenance service. Such adhoc hourly services are typically used for extraordinary enhancements not included in the core system. In such a case Governet will provide a firm estimate of time required for such services, and will not proceed until it receives a purchase order for the work requested.

COST: \$200 per hour, inclusive of all expenses

Project Based Services

In the event Client wishes to make a major addition to the core system, Governet will offer an alternative project-based pricing methodology. This methodology eliminates the hourly pricing method and replaces it with a firm, fixed price for achievement of mutually agreed upon outcomes. Each such project is unique, with terms and prices negotiated by both parties. In certain cases where such new modules may be offered as new optional modules to other future clients, Client may be eligible for a cost recovery program (see Cost Recovery Options section below).

In all cases above, payments by Client shall be rendered within 30 days of receipt of invoice from Governet. If payment is not rendered within 30 days, there will be a late charge equal to 1½% of the amount due.

All optional prices set forth above are subject to change at the discretion of Governet. If such pricing changes are in effect at the time Client requests the optional product or services, Governet shall notify Client of the then current pricing. Client shall thereafter notify Governet of its acceptance of the requested product or service

B2. COST RECOVERY OPTION

New Module Option: Governet offers certain incentives to Clients that provide such Clients with an opportunity to offset their costs for new innovations that they pioneer. If Client becomes the first to pay for the development of a totally new CurricUNET system module that is then added to Governet's list of optional modules for other CurricUNET clients, Client will receive a rebate equal to 5% of revenue derived by Governet from the future sales of that module (the "Cost Recovery Rebate"). Said Cost Recovery Rebate will continue until such time as Client has recovered 100% of costs and fees Client paid to Governet for the original development and implementation of the new module.

EXHIBIT C

SERVICE LEVEL AGREEMENT

This Service Level Agreement is identified as Schedule "C" to that Professional Services Agreement executed between Nevada Contractors Registry, Inc. d/b/a Governet ("Governet") and Coast Community College Dist ("Client"), and specifies benchmarks to measure the performance of the Governet CurricUNET system as well as the compensation to be received by Client in the event of certain substandard performance by Governet. The terms of this Schedule "C" shall control in the event of a conflict between the terms hereof and those of the Professional Services Agreement.

SECTION A. DEFINITIONS

- 1) "Monthly Timeframe" shall mean each single calendar month beginning and ending at 12:00 a.m. US Mountain Standard Time ("MST").
- 2) "Planned Outage" shall mean the periodic pre-announced occurrences when the CurricUNET System will be taken out of service for maintenance or care. Planned Outages will be scheduled only during the window period of time between 12:00 a.m. MST on Saturday to 11:59 p.m. MST on Sunday (the "Planned Outage Period"), and Governet shall give Client 24 hours advance notice of any such Planned Outage. This Planned Outage Period may be changed from time to time by Governet, in its sole discretion, upon prior notice to Client. Planned Outages will not exceed 4 hours per Monthly Timeframe beginning at 12:00 a.m. MST of the first day of each calendar month.
- 3) "CurricUNET System" shall mean the system of software and servers deployed by Governet in conjunction with the provision of services specified in the Professional Services Agreement. The CurricUNET System shall not include: (a) data transfer mechanisms; (b) any telecommunications services or infrastructure providing a connection between any Governet server used in the provision of services under the Professional Services Agreement; (c) client-side web-based server interfaces; and (d) systems under the control of Client.
- 4) "CurricUNET System Availability" shall mean when at least one instance of the CurricUNET System is operational. By definition, this does not include Planned Outages.
- "CurricUNET System Unavailability" shall mean when, as a result of a failure of systems within Governet control, the CurricUNET System fails to respond to Client queries for more than sixty (60) consecutive minutes during working hours from 06:00 a.m. MST to 06:00 p.m. MST, Monday through Friday in any Monthly Timeframe. CurricUNET System Unavailability shall not include: (a) any unlawful or negligent action by Client, its agents or suppliers; (b) unavailability of Client's network, including as a result of telecommunications or connectivity failures; (c) Client's misuse of the CurricUNET System; or (d) events caused by force majeure. The records and data of Governet shall be the sole and authoritative source for determining incidents of CurricUNET System Unavailability.

SECTION B. RESPONSIBILITIES OF THE PARTIES

- 1) Governet will provide Client with a 99% CurricUNET System Availability during each Monthly Timeframe.
- 2) Governet shall provide Client support Monday through Friday, with the exception of federally mandated holidays, from the hours of 06:00 a.m. until 06:00 p.m. US Mountain Standard Time. Any and all service issues should be directed to the Governet Customer support department specified below.
- 3) Governet Customer services shall respond to all Client requests by close of business day on the day of a request unless that request was received within one hour of close of a business day. In such cases, a response will be forth coming the following business morning. Customer service representatives will use internal processes to use judgment in prioritizing their response orders in accordance with the type of service required. Consideration of

those Clients with same-day issues affecting their end users will be deemed to have superior priority. Should Client be dissatisfied with the response time or information delivered, Client will follow the escalation process as shown on the attached Service Request Escalation Form in order to obtain issue resolution.

- 4) Client shall promptly report any occurrence of alleged CurricUNET System Unavailability to the Governet customer service help desk in the manner required by Governet (i.e., e-mail, fax, telephone) in order for an occurrence to be treated as CurricUNET System Unavailability for purposes of this Service Level Agreement.
- 5) If Governet becomes aware of a CurricUNET System Unavailability event, Governet shall promptly notify Client of the event. Both Client and Governet agree to use reasonable commercial good faith efforts to establish the cause of any alleged CurricUNET System Unavailability. If it is mutually determined to be a Governet problem, the issue will become part of the unplanned Outage Time.
- 6) Governet will notify Client of Planned Outages outside the Planned Outage Period at least seven (7) days in advance of such Planned Outage. In addition, Governet will use reasonable commercial good faith efforts to maintain an accurate 30-day advance schedule of possible upcoming Planned Outages.
- 7) Governet will use commercially reasonable efforts to restore the critical systems of the CurricUNET System within 24 hours in the event of a force majeure and restore full system functionality within 48 hours. Outages due to a force majeure will not be considered CurricUNET System Unavailability.

SECTION C. OFFSETS

- 1) If Governet determines that CurricUNET System Availability does not meet the standard set forth above in paragraph B.1 in any Monthly Timeframe, Governet will provide a monetary offset to Client equal to the percentage (%) deficiency multiplied by the monthly Fee for that month paid by Client under the Professional Service Agreement. For purposes of example only, if CurricUNET System Availability is determined to be 99.8% and Client is paying the sum of \$15,000 per year under the Professional Services Agreement, the total offset would be \$15 (i.e. \$15,000 x .1%). The offset shall be applied to reduce the Annual Maintenance Fee payable by Client for the year following the date such offset determination is made. Furthermore, if Governet fails to meet the CurricUNET System Availability standard in any two (2) consecutive months during a twelve (12) month period, Client may elect to terminate the Professional Services Agreement.
- All claims for offset pursuant this Section C shall be made using the attached System Unavailability Claim Form within thirty (30) days after the date the alleged deficiency in CurricUNET System Availability. Claims made after such thirty (30) day period will not be eligible for any offset compensation. The written notice to Governet shall include a description of the deficiency in service and shall be accompanied by such documentation as may be necessary for Client to establish the claim. Governet will thereafter investigate the claim and will provide a written response within ten (10) days after the date of receipt of the claim. If Governet fails to provide the response within said ten (10) day period, then the claim shall be deemed accepted by Governet and Client shall be entitled to the offset set forth above in Section C (1).
- 3) Claims shall only be permitted for CurricUNET System services purchased directly by Client from Governet. The offset provided herein shall be Client's sole and exclusive remedy, and Governet's sole and exclusive liability for its failure to meet the performance standards set forth in this Service Level Agreement.

Service Request Escalation Form

Governet Corporate Office			
Address:			
Las Vegas, NV			
Fax:			-
Point of Escalation	<u>Name</u>	<u>Email</u>	stantin er
Client Representative			
Manager			
Chief Operating Officer	, <u>, , , , , , , , , , , , , , , , , , </u>		-

System Unavailability Claim Form

Date of Submission:	•	
Client Name:	·········	
Name of Individual Submitting Claim:	<u> </u>	
Contact Information of Individual Submitting Claim:		
Email:		
Telephone:		
Description of Claim	Documentation Submitted in Support of Claim	Date(s) of Occurrence
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		-
*Claims must be submitted by email to: *Governet email logs shall be deemed the sole evidence	; or by facsimile	o:

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Addendum to the Final Mitigated Negative Declaration Newport Beach Learning Center Newport Beach, California

Prepared for:



Coast Community College District 11460 Warner Avenue Fountain Valley, CA 92708-2597 714.438.4600

Contact: Contact: Kevin McElroy

Prepared by:

Michael Brandman Associates 220 Commerce, Suite 200 Irvine, CA 92602 714.508.4100

Contact: Shawn Nevill, J.D., Project Manager
Michael E. Houlihan, AICP, Project Director



November 23, 2009

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SECTION 1: PURPOSE AND BACKGROUND

An Initial Study/Mitigated Negative Declaration (MND) was approved by the Coast Community College District (District) for the Newport Beach Learning Center project in September 2009. The MND identified a project area of 3.4 acres and included the demolition of existing improvements on the site and the construction of an approximately 45,000 square foot learning center facility. The MND identified that a total of 194 parking spaces would be installed, and included a bus turnout along Monrovia Avenue. However, following the approval of the MND, the District purchased a 0.54-acre commercial property located adjacent to the northern boundary of the Newport Beach Learning Center project site for use as additional parking (Exhibit 1 and Exhibit 2). Additionally, the District has revised the site plan for the Newport Beach Learning Center to remove the bus turnout Exhibit 3. Therefore, in order to be consistent with the provisions of CEQA, it is necessary to make minor changes to the Newport Beach Learning Center Initial Study/MND to account for the addition of the 0.54-acre parcel to the project area and the removal of a bus turnout. This addendum addresses the minimal changes that would occur as a result of the removal of existing uses on the 0.54-acre parcel and the conversion the parcel to a parking area as well as the removal of the bus turnout.

Exhibit 1: Regional Location Map FORTHCOMING

Exhibit 2: Local Vicinity Map FORTHCOMING

Exhibit 3: Revised Site Plan FORTHCOMING

SECTION 2: CEQA PROCESS

The District has the ultimate approval authority over the Newport Beach Learning Center project, and as the lead agency has decided to prepare this addendum. This Addendum has been prepared subsequent to the Newport Beach Learning Center Final Mitigated Negative Declaration in accordance with Section 15164 of the California Environmental Quality Act (CEQA) Guidelines. Section 15164 states, "an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred." Section 15162 illustrates that a subsequent negative declaration is not required unless "substantial changes" in the project or circumstances will require major revisions to the original negative declaration. The analysis contained in this document will determine whether the revisions to the Newport Beach Learning Center project would result in substantial changes in the project.

SECTION 3: DESCRIPTION OF CHANGES TO FINAL MND

The revisions to the Newport Beach Learning Center Final MND include the addition of a 0.54-acre parcel located adjacent to the northern boundary of the project site along Monrovia Avenue and the removal of the planned bus turnout along Monrovia Avenue. The 0.54-acre parcel contains an approximately 7,780 square foot commercial building that would be removed as part of the project. The office building consists of six offices, two kitchens, two patios, four restrooms, an approximate 850-square foot design studio area, and approximately 500-square feet of mezzanine storage area. In the existing condition, the additional parcel is accessed via two driveways from Monrovia Avenue. The commercial land uses would be replaced by a parking area and an access driveway for use by the offsite property located immediately west of the 0.54 acre parcel. The revisions to the Newport Beach Learning Center project do not include any other changes to the size or use of the Learning Center facility previously approved by the District.

The proposed action involves the demolition of an existing one story office building and parking area. The demolition activities are expected to occur in conjunction with the removal of other buildings that occur on the Newport Beach Learning Center project site. After the completion of demolition activities, the additional parcel would be graded and paved parking improvements would be constructed on the site. A total of 51 parking spaces would be installed on the additional parcel, which would increase the total number of parking spaces for the Newport Beach Learning Center project to 249. Additionally, the existing driveway on the northernmost portion of the 0.54 acre parcel that provides access to Monrovia Avenue and to the property located immediately west of the 0.54 acre parcel is proposed to remain, and the access will be separated from the proposed parking area by a curb. This design feature will allow vehicles to access the adjacent property without conflicts with the proposed parking area.

SECTION 4: ENVIRONMENTAL CHECKLIST

Environmental issues	New Significant Impact	Substantial Change from Previous Analysis	No Substantial Change from Previous Analysis
1. Aesthetics			\boxtimes
2. Agriculture Resources			\boxtimes
3. Air Quality			×
4. Biological Resources			\boxtimes
5. Cultural Resources			\boxtimes
6. Geology and Soils			\boxtimes
7. Greenhouse Gas Emissions			
9. Hazards and Hazardous Materials			
10. Hydrology and Water Quality			\boxtimes
11. Land Use and Planning			\boxtimes
12. Mineral Resources			\boxtimes
13. Noise			×
14. Population and Housing			
15. Public Services			☒
16. Recreation			\boxtimes
17. Transportation / Traffic			\boxtimes
18. Utilities and Service Systems			\boxtimes
19. Mandatory Findings of Significance			\boxtimes

SECTION 5: ANALYSIS OF POTENTIAL ENVIRONMENTAL EFFECTS

1. Aesthetics

Would the project:

- a) Have a substantial adverse effect on a scenic vista?
- b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a state scenic highway?
- c) Substantially degrade the existing visual character or quality of the site and its surroundings?
- d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

No Substantial Change From Previous Analysis. Similar to the Newport Beach Learning Center project site analyzed in the MND, the additional parcel is located on a property that is flat, with residential, educational, and light industrial land uses in the surrounding area. The revised project would remove a commercial structure and replace it with parking improvements. The proposed parking improvements would be designed to integrate with the architectural and landscaping features of the Newport Beach Learning Center project. Because no structures are proposed on the additional parcel, views in the project area would not be substantially affected. The distance from SR-1 (Pacific Coast Highway), along with intervening development and the scale of the project changes would ensure that views from SR-1 would not be significantly altered compared to the impacts identified in the MND. The integration of landscaping features on the additional parcel with those planned for the Newport Beach Learning Center would provide an additional visual resource for the surrounding area. Finally, the removal of the existing building on the additional parcel and construction of parking improvements would not substantially affect the amount of light and glare that would be generated by the project compared to that analyzed in the MND. Therefore, the development of the additional parcel with parking improvements would not result in a substantial change from the previous analysis.

The bus turnout included in the project description for the Newport Beach Learning Center analyzed in the MND was not a substantial visual feature for the project. The elimination of the bus turnout would result in only a nominal change in the visual appearance of the Newport Beach Learning Center project when compared to the impacts identified in the MND.

2. Agricultural Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland.

Would the project:

- a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?
- b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?
- c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?

No Substantial Change From Previous Analysis. The additional proposed parking area is not located on land that is designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance; nor is the project site zoned for agricultural uses. There would be no new impacts to agricultural resources with the implementation of the proposed parking area. Additionally, the elimination of the bus turnout would not affect agricultural resources. Since the Final MND identified no impacts to agricultural resources, there would be no substantial changes to the "no impact" finding provided in the Final MND.

3. Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:

- a) Conflict with or obstruct implementation of the applicable air quality plan?
- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?
- c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?

- d) Expose sensitive receptors to substantial pollutant concentrations?
- e) Create objectionable odors affecting a substantial number of people?

No Substantial Change From Previous Analysis. An Air Quality and Climate Change Analysis was prepared for the Newport Beach Learning Center by Michael Brandman Associates, dated July 15, 2009, which is incorporated by reference. The significance for criteria pollutants during construction activities is based on emissions that would occur in a day. The mitigation measures in the Final MND would apply to the additional parcel.

Demolition of the existing structures on the parcel would not increase the daily emissions estimates because mitigation measure AQ-6 as noted below from the Final MND would apply to the additional parcel.

AQ-6

During demolition activities, no more than 6,500 square feet of buildings shall be demolished in one day. During active demolition, the structures being demolished shall be adequately watered to minimize fugitive dust. During active demolition and debris removal, water shall be applied every four hours to the area within 100 feet of a structure being demolished, to reduce vehicle track-out. Water shall be applied to disturbed soils after demolition is complete or at the end of each day of cleanup. Demolition activities shall be prohibited when wind speeds exceed 25 miles per hour.

Grading of the 0.54-acre parcel would not increase daily air pollutant and greenhouse gas emissions. The original analysis assumed that 2 acres per day would be graded. The original project site was 3.4 acres in size. Addition of the 0.54-acre parcel to the original project site is approximately 3.9 acres. The URBEMIS model assumes that 25 percent of the project site would be graded on any one day; therefore, 25 percent of 3.9 acres is about 1 acre. Therefore, the 2 acres per day assumption in the original analysis is valid for the additional acreage. Therefore, the daily emissions during grading would be unchanged.

There would be additional paving associated with the additional parcel. This additional paving would be accomplished with the same construction equipment assumed for the paving of the original project site; therefore, there would be no additional daily emissions from the construction equipment. There may be a slight increase in volatile organic compound (VOC) emissions associated with off gas emissions from paving an additional 0.54-acre. The off gas emissions from paving one acre are approximately 0.11 pounds per day, as noted in the URBEMIS output in the Air Quality and Climate Change Analysis. Therefore, additional off gas emissions from paving 0.54-acre would be negligible and would not significantly increase the daily VOC emissions to above the regional significance thresholds.

Annual greenhouse gas emissions from construction may increase slightly because construction may have a slightly longer duration; however, the significance conclusions in the original analysis would

be unchanged because the significance finding for greenhouse gases is not based on emissions compared with a numerical threshold.

During project operation, there would be a reduction in operational criteria pollutant and greenhouse gas emissions, as the new parking lot is not anticipated to increase vehicle trips or vehicle miles traveled, and the trips associated with the existing office building would be removed. Criteria emissions would still be under the significance thresholds. Additionally, since the existing building was constructed in 1958, it is likely that emissions were emitted in 1990. These emissions would be removed; therefore, greenhouse gas impacts would be less than in the original analysis. Therefore, the significance conclusions regarding operational criteria and greenhouse gas emissions are unchanged.

The elimination of the bus turnout along Monrovia Avenue would not affect air quality emissions during construction or operation of the project.

4. Biological Resources

Would the project:

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
- b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?
- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?
- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?
- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Substantial Change From Previous Analysis. The additional parcel is entirely developed with a commercial building and an associated parking area. The Final MND incorporated Mitigation Measures BR-1 and BR-2 to ensure that the Newport Beach Learning Center would not interfere with the movement of any native or migratory species and that wildlife nursery site impacts would reduced to less than significant and to comply with City Council Policy G-1. Consistent with the Final MND, the application of the previously established mitigation measures would ensure that the development of the additional parcel would not result in any additional adverse impacts to biological resources. The elimination of the bus turnout would not affect biological resources. Therefore, there would be no substantial changes to the findings identified in the Final MND for Biological Resources.

5. Cultural Resources

Would the project:

- a) Cause a substantial adverse change in the significance of a historical resource as defined in \$15064.5?
- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?
- c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?
- d) Disturb any human remains, including those interred outside of formal cemeteries?

No Substantial Change From Previous Analysis. The analysis contained below is based on the Addendum to Cultural Resources Records Search Results and Recommendations for the Newport Beach Learning Center letter report contained in Appendix A of this document. The commercial structure on the additional parcel was constructed in 1958. Because the structure is more than 45 years old, an evaluation was conducted to determine whether the building is a significant resource.

The evaluation of the building on the additional parcel determined that the earliest construction of the structure has been dated to 1958 with two additional phases added between 1958 and after 1972. The front façade of the original 1958 Phase has a metalwork structure serving as a focal point for the building and defining the entry. The Phase 1 and 2 structures have flat roofs, while the Phase 3 has a sloping roof with skylights. Based on Office of Historic Preservation guidelines and CEQA guidelines, it was determined that the structure is not considered significant under CEQA. The implementation of Mitigation Measures CR-1 from the Final MND would further ensure that impacts to historic resources would be less than significant.

Due to the adjacency of the additional parcel to the Newport Beach Learning Center project area analyzed in the Final MND, impacts related to archeological and paleontological resources would be

similar to those identified in the Final MND. The implementation of Mitigation Measures CR-2 and PR-1 through PR-4 from the Final MND during ground disturbing activities on the additional parcel would ensure that impacts to archeological and paleontological resources would be less than significant. Since the Final MND identified less than significant impacts with mitigation to cultural resources, there would be no substantial changes to the "less than significant with mitigation incorporated" finding provided in the Final MND.

6. Geology and Soils

Would the project:

- a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:
 - i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.
 - ii) Strong seismic ground shaking?
 - iii) Seismic-related ground failure, including liquefaction?
 - iv) Landslides?
- b) Result in substantial soil erosion or the loss of topsoil?
- c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?
- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?
- e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Substantial Change From Previous Analysis. The geological and soils conditions on the 0.54-acre additional parcel would be substantially similar to those identified for the Newport Beach Learning Center in the Final MND. The additional proposed parking area would not raise new issues for geology, soils, and geophysical hazards. Since the Final MND identified less than significant

impacts to geology and soils, there would be no substantial changes to the "less than significant" finding provided in the Final MND.

7. Greenhouse Gas Emissions

Would the project:

- a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?

No New Substantial Change from Previous Analysis. As discussed in Section 3, Air Quality, Grading of the 0.54-acre parcel would not increase daily air pollutant and greenhouse gas emissions. During paving activities, there may be a slight increase in volatile organic compound (VOC) emissions associated with off gas emissions from paving an additional 0.54 acre. However, additional off gas emissions from paving 0.54 acre would be negligible and would not significantly increase the daily VOC emissions to above the regional significance thresholds.

Annual greenhouse gas emissions from construction may increase slightly because construction may have a slightly longer duration; however, the significance conclusions in the original analysis contained in the Final MND would be unchanged because the significance finding for greenhouse gases is not based on emissions compared with a numerical threshold.

There would be a reduction in operational criteria pollutant and greenhouse gas emissions, as the additional parking area is not anticipated to increase vehicle trips or vehicle miles traveled and the trips associated with the existing office building would be removed. Additionally, since the existing building was constructed in 1958, it is likely that emissions were emitted in 1990. These emissions would be removed; therefore, greenhouse gas impacts would be less than in the original analysis. Therefore, the significance conclusions regarding operational greenhouse gas emissions would be unchanged.

8. Hazards and Hazardous Materials

Would the project:

- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?
- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?
- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?
- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?
- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?
- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?
- h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

No Substantial Change From Previous Analysis. An Updated Phase I Environmental Site Assessment was conducted for the Newport Beach Learning Center, which included the addition of the 0.54-acre parcel. The conclusions from the Updated Phase I Environmental Site Assessment in regards to the 0.54-acre additional parcel are summarized below.

The additional parcel includes an approximately 7,800 square foot vacant office building that was constructed in 1958 and has been generally occupied by architecture/design companies for administrative and office purposes since 1972. A database records search conducted for the additional parcel identified that the site was not included on any lists associated with hazardous materials. A site reconnaissance survey of the additional parcel found no evidence of the use or storage of hazardous substances or petroleum products except for a single box containing eight paint cans (1-gallon size or smaller) that was found in storage in the mezzanine area of the building. No evidence of leaks or spills related to these paints was observed during the site reconnaissance.

Development of the 0.54-acre property with parking uses would not affect emergency response plans or emergency evacuation plans, and would not expose people or structures to wildland fires.

Additionally the property is not located within the vicinity of an airport or private landing strip.

Due to the age of the building on the 0.54-acre property, hazardous materials may be encountered during demolition activities (i.e., asbestos and lead-paint). However, as discussed in the Final MND, all such materials encountered during demolition activities would be removed in accordance with

local, State, and federal regulations. Hazardous materials commonly associated with construction activities would be used in limited quantities and concentration during construction, including but not limited to petroleum based fuels, paint and solvents. Compliance with local, State, and federal regulations during demolition and construction would ensure that associated impacts would be similar to those identified in the Final MND.

The addition of the 0.54-acre property to the Newport Beach Learning Center site plan would not result in new or substantially greater hazards impacts. Since the Final MND identified less than significant impacts to hazards and hazardous materials, there would be no substantial changes to the "less than significant" finding provided in the Final MND.

9. Hydrology and Water Quality

Would the project:

- a) Violate any water quality standards or waste discharge requirements?
- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted?
- c) Substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?
- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?
- e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?
- f) Otherwise substantially degrade water quality?
- g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?
- h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

- i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?
- j) Inundation by seiche, tsunami, or mudflow?

No Substantial Change From Previous Analysis. Runoff from the 0.54-acre additional parcel would be directed into the gutters on Monrovia Avenue, as it does in the existing condition. As the additional parcel is already developed with commercial land uses, the demolition of the existing structure and construction of a parking area on the site would not result in an increase in impermeable surfaces on the site. Therefore, impacts related to hydrology and water quality would be substantially similar to those identified in the Final MND. Since the Final MND identified less than significant impacts to hydrology and water quality, there would be no substantial changes to the "less than significant" finding provided in the Final MND.

The curb adjacent to the bus turnout that was proposed in the Final MND would have been part of the surface water drainage facility to convey storm water from the project site to the storm drain inlet located south of the project site along Monrovia Avenue. The removal of the bus turnout would alter the configuration of the curb; however, without the bus turnout, the proposed curb would still convey storm water from the project site to the storm drain inlet. In addition, the removal of the bus turnout would nominally improve surface water quality because buses would no longer stop along Monrovia Avenue and potentially leak fluids adjacent to the curb. Accordingly, the elimination of the bus turnout would not result in a substantial change from the previous analysis and impacts associated with this issue would be less than significant.

10. Land Use and Planning

Would the project:

- a) Physically divide an established community?
- b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?
- c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?

No Substantial Change from Previous Analysis. The revisions to the project would involve the conversion of a 0.54-acre commercial property to a parking area, which would support the Newport Beach Learning Center. The use of the 0.54-acre property for parking use would not conflict with the City's General Plan or Zoning Ordinance. No new land use issues would result from the proposed

parking area. Since the Final MND identified no impacts to land use and planning, there would be no substantial changes to the "no impact" finding provided in the Final MND.

11. Mineral Resources

Would the project:

- a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?
- b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Substantial Change From Previous Analysis. Similar to the project area analyzed for the Newport Beach Learning Center in the Final MND, the 0.54-acre additional parcel occurs within the West Newport Oil Field. No oil extraction activities occur or are known to have historically occurred on the site. As of 2001, the West Newport Oil Field had 66 oil wells in operation and produced 131,831 barrels of oil and condensate; and the field was estimated to have 847 millions barrels of oil in reserves. In 2002, the West Newport oil field produced approximately 20.5 billion cubic feet of natural gas with a daily production per oil well of approximately 5 barrels.

According to the City of Newport Beach General Plan Update EIR, the Project site occurs in an area designated as MRZ-3 by the California Geologic Survey (CGS). The CGS designates Mineral Resource Zones (MRZ) according to the presence or absence of significant deposits. These classifications indicate the potential for a specific area to contain significant mineral resources. MRZ-3 is defined as an area containing known mineral occurrences of undetermined mineral resource significance.

As stated above, although the 0.54-acre additional parcel occurs within an oil producing field, the property is not associated with oil production activities. The site is developed in the existing condition and is designated for development by the City's General Plan. Because the property does not currently support mineral extraction activities and is designated for development, the loss of availability of mineral extraction on the site that would result during the lifetime of the Newport Beach Learning Center would not result in impacts to Mineral Resources that would be substantially greater than those identified in the Final MND.

12. Noise

Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

- b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?
- c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?
- d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?
- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?
- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

No Substantial Change From Previous Analysis. The proposed changes to the Newport Beach Learning Center would include the removal and replacement of an existing office building on a 0.54-acre parcel with parking lot and access driveway for an off-site parcel. The additional parking lot would support the approved Newport Beach Learning Center and would not generate additional vehicle trips. Construction noise and vibration levels associated with the 0.54-acre property would be similar to the project analyzed in the Final MND, and would be reduced through compliance with Mitigation Measures NOI-1 and NOI-2 in the Final MND. During operation as a parking lot and access driveway for an offsite property, the additional parcel is not expected to generate excessive levels of noise. The project is not locating within the vicinity of an airport or private airstrip.

The removal of a bus turnout along Monrovia Avenue would not change the impact conclusions identified for noise in the Final MND.

13. Population and Housing

Would the project:

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?
- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?
- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No Substantial Change From Previous Analysis. The population, housing and growth effects of development of the approved Newport Beach Learning Center were fully and adequately evaluated in the Final MND. The addition of the 0.54-acre parcel for increased parking capacity at the site and the elimination of a bus turnout along Monrovia would not result in the inducement of substantial unplanned growth. Since the Final MND identified less than significant impacts to population and housing, there would be no substantial changes to the "less than significant" finding provided in the Final MND.

14. Public Services

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- a) Fire protection?
- b) Police protection?
- c) Schools?
- d) Parks?
- e) Other pubic facilities?

No Substantial Change From Previous Analysis. The impacts associated with public services for the approved Newport Beach Learning Center were evaluated in the Final MND. The removal of existing office land uses on the 0.54-acre parcel and construction of additional parking for the Newport Beach Learning Center would not increase demand for public services. Additionally, the elimination of the bus turnout along Monrovia Avenue would not affect public services. Since the Final MND identified less than significant impacts to public services, there would be no substantial changes to the "less than significant" finding provided in the Final MND.

15. Recreation

- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?
- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

No Substantial Change from Previous Analysis. The replacement of existing office land uses on the 0.54-acre parcel with additional parking for the Newport Beach Learning Center as well as the elimination of a bus turnout would not result in an increase in the use of parks and would not include the construction or expansion of existing recreational facilities. Since the Final MND identified less than significant impacts to recreation, there would be no substantial changes to the "less than significant" finding provided in the Final MND.

16. Transportation/Traffic

Would the project:

- a) Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?
- b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?
- c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?
- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
- e) Result in inadequate emergency access?
- f) Result in inadequate parking capacity?
- g) Conflict with adopted policies, plans or programs supporting alternative transportation (e.g. bus turnouts, bicycle racks)?

The proposed changes to the Newport Beach Learning Center project includes the replacement of existing office land uses on the 0.54-acre parcel with additional parking for the Newport Beach Learning Center as well as the elimination of a bus turnout along Monrovia Avenue. The removal of the existing office building on the 0.54-acre parcel would result in a reduction in vehicular trips to the project area associated with office use. The addition of 51 parking spaces as part of the revised site plan for the Newport Beach Learning Center would not generate additional vehicular trips to the site, but would instead only serve to provide additional parking capacity for students and staff at the project site. As such, impact conclusions identified in the Final MND associated with traffic and level of service standards would remain unchanged.

The development of the 0.54-acre parcel includes the driveway along the northern boundary of the site that would continue to provide access to Monrovia Avenue for an offsite parcel west of the project site. The driveway would be separated from the Newport Beach Learning Center parking area and would have an exclusive access along Monrovia Avenue that would not be shared with the Newport Beach Learning Center traffic. The design of the driveway access feature would ensure that conflicts between vehicular traffic associated with the Newport Beach Learning Center and the offsite property would not occur.

The bus turnout along Monrovia Avenue that was previously analyzed in the Final MND was designed to accommodate school bus service to the site. The bus stop turnout on Monrovia was not planned to provide a stop for the Orange County Transportation Authority (OCTA) or other non-school buses. The elimination of the bus turnout will result in bus access being provided within the Newport Beach Learning Center parking lot. Because the elimination of the bus turnout would not affect existing and planned alternative transportation service to the area, impacts associated with this issue would remained unchanged from those identified in the Final MND.

17. Utilities and Service Systems

Would the project:

- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?
- b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
- c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?
- e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?
- f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?
- g) Comply with federal, state, and local statutes and regulations related to solid waste?

No Substantial Change From Previous Analysis. The impacts of the Newport Beach Learning Center on utilities and service systems were identified in the Final MND. The changes to the project including the replacement of existing office land uses on the 0.54-acre parcel with an additional parking area would result in similar, if not slightly reduced, impacts to utilities and service systems. Accordingly, there would be no substantial changes to the "less than significant" finding provided in the Final MND.

18. Mandatory Findings of Significance

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?
- b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?
- c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

The 0.54-acre parcel is fully developed with office and accessory uses and the development of the property with parking uses would not degrade the quality of the environment or affect fish, wildlife, or plant species. Additionally, the changes to the Newport Beach Learning Center project would not result in any cumulatively considerable impacts or environmental effects that would cause substantial adverse effects on human beings. Therefore, there would be no substantial change to the analysis regarding these issues in the Final MND.

SECTION 6: CONCLUSION

The changes to the Newport Beach Learning Center Final MND project were fully described in Section 3 of this document. As it was determined in Section 5 of this document, no substantial changes to the analysis contained in the Final MND would occur as a result of the modifications to the project, No mitigation measures in addition to those identified in the Final MND would be required with the implementation of the proposed parking area and removal of the bus turn out. Based on no new substantial changes to the analysis in the MND, the use of an Addendum to the Final MND for the proposed modifications is the appropriate level of documentation.

Appendix A:
Addendum to Cultural Resources Records Search Results
and Recommendations for the
Newport Beach Learning Center FORTHCOMING

Appendix B: Updated Phase I Environmental Site Assessment FORTHCOMING

- 1. <u>Parties.</u> The Coast Community College District ("District") and <u>Steven Ames</u> ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
- 2. <u>Position</u>. The District hereby employs Administrator in the position of <u>Coordinator</u>, <u>Criminal Justice Training Center</u>.
- 3. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>7/1/2010</u> and ending <u>6/30/2012</u>. This Agreement expires on <u>6/30/2012</u> and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. <u>Salary.</u> District shall pay a salary to Administrator according to Salary Schedule <u>DD</u>, Range <u>16</u>, Step <u>7</u>, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. Evaluation. Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Education Code § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement:</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	, , , , , , , , , , , , , , , , , , , ,
Administrator	 Date	

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- 1. **Parties.** The Coast Community College District ("District") and **Paul Asim** ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
 - 2. <u>Position</u>. The District hereby employs Administrator in the position of <u>Dean</u>.
- 3. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>7/1/2010</u> and ending <u>6/30/2012</u>. This Agreement expires on <u>6/30/2012</u> and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. Salary. District shall pay a salary to Administrator according to Salary Schedule DD, Range 32, Step 7, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Education Code § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement:</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator	Date	

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- 1. <u>Parties.</u> The Coast Community College District ("District") and <u>David Baird</u> ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
 - 2. <u>Position</u>. The District hereby employs Administrator in the position of <u>Dean</u>.
- 3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>7/1/2010</u> and ending <u>6/30/2012</u>. This Agreement expires on <u>6/30/2012</u> and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. Salary. District shall pay a salary to Administrator according to Salary Schedule DL, Range 32, Step 12, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and *Education Code* § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator	Date	

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- 1. <u>Parties.</u> The Coast Community College District ("District") and <u>Kevin</u>
 <u>Ballinger</u> ("Administrator") hereby enter into this Educational Administrator Employment
 Agreement ("Agreement"). District and Administrator are referred to herein individually as
 "Party" and collectively as "Parties."
 - 2. <u>Position</u>. The District hereby employs Administrator in the position of <u>Dean</u>.
- 3. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 7/1/2010 and ending 6/30/2012. This Agreement expires on 6/30/2012 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. Salary. District shall pay a salary to Administrator according to Salary Schedule **DL**, Range 32, Step 12, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. Evaluation. Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Education Code § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement:</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator	Date	

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- 1. Parties. The Coast Community College District ("District") and <u>Douglas</u>

 Benoit ("Administrator") hereby enter into this Educational Administrator Employment
 Agreement ("Agreement"). District and Administrator are referred to herein individually as
 "Party" and collectively as "Parties."
 - 2. <u>Position</u>. The District hereby employs Administrator in the position of <u>Dean</u>.
- 3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>7/1/2010</u> and ending <u>6/30/2012</u>. This Agreement expires on <u>6/30/2012</u> and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. <u>Salary.</u> District shall pay a salary to Administrator according to Salary Schedule <u>DD</u>, Range <u>32</u>, Step <u>7</u>, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. Evaluation. Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Education Code § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement:</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator	Date	

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- 1. Parties. The Coast Community College District ("District") and Ted Boehler ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
 - 2. <u>Position.</u> The District hereby employs Administrator in the position of <u>Dean.</u>
- 3. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 7/1/2010 and ending 6/30/2012. This Agreement expires on 6/30/2012 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. <u>Salary.</u> District shall pay a salary to Administrator according to Salary Schedule <u>DL</u>, Range <u>32</u>, Step <u>15</u>, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. Evaluation. Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and *Education Code* § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement</u>: Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if</u>
 <u>Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. **Buy-Out of Agreement.** Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator	Date	

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- 1. <u>Parties.</u> The Coast Community College District ("District") and <u>Barbara Bond</u> ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
 - 2. <u>Position</u>. The District hereby employs Administrator in the position of <u>Dean</u>.
- 3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 7/1/2010 and ending 6/30/2012. This Agreement expires on 6/30/2012 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. Salary. District shall pay a salary to Administrator according to Salary Schedule **DD**, Range 32, Step 7, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and *Education Code* § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement:</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator	Date	

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- 1. <u>Parties.</u> The Coast Community College District ("District") and <u>Johns Bryan</u> ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
- 2. **Position.** The District hereby employs Administrator in the position of **President.**
- 3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>7/1/2010</u> and ending <u>6/30/2012</u>. This Agreement expires on <u>6/30/2012</u> and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. <u>Salary.</u> District shall pay a salary to Administrator according to Salary Schedule <u>LL</u>, Range <u>2</u>, Step <u>6</u>, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Education Code § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement:</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	Date		
Administrator	Date			

- 1. <u>Parties.</u> The Coast Community College District ("District") and <u>Shalamon Duke</u> ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
 - 2. <u>Position</u>. The District hereby employs Administrator in the position of <u>Dean</u>.
- 3. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. Term. District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 7/1/2010 and ending 6/30/2012. This Agreement expires on 6/30/2012 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. <u>Salary.</u> District shall pay a salary to Administrator according to Salary Schedule <u>DD</u>, Range <u>32</u>, Step <u>7</u>, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. Evaluation. Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Education Code § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement:</u>
 Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator		

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- 1. Parties. The Coast Community College District ("District") and Joycelyn Groot ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
 - 2. <u>Position</u>. The District hereby employs Administrator in the position of <u>Dean</u>.
- 3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 7/1/2010 and ending 6/30/2011. This Agreement expires on 6/30/2011 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, District shall make a good faith effort to notify Administrator by 90 days prior to the expiration of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
- 6. <u>Salary.</u> District shall pay a salary to Administrator according to Salary Schedule <u>DD</u>, Range <u>32</u> Step <u>4</u>, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations.
- 11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and *Education Code* § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement.</u>
 Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14. <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator	Date	

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- 1. Parties. The Coast Community College District ("District") and Vinicio Lopez ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
 - 2. <u>Position</u>. The District hereby employs Administrator in the position of <u>Dean</u>.
- 3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 7/1/2010 and ending 6/30/2011. This Agreement expires on 6/30/2011 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, District shall make a good faith effort to notify Administrator by 90 days prior to the expiration of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
- 6. Salary. District shall pay a salary to Administrator according to Salary Schedule **DD**, Range 32 Step 6, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations.
- 11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and *Education Code* § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14. <u>Dismissal or Imposition of Penalties During the Term of this Agreement if</u> <u>Tenured.</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator	Date	

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- 1. <u>Parties.</u> The Coast Community College District ("District") and <u>Ronald Lowenberg</u> ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
 - 2. <u>Position</u>. The District hereby employs Administrator in the position of <u>Dean</u>.
- 3. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>7/1/2010</u> and ending <u>6/30/2012</u>. This Agreement expires on <u>6/30/2012</u> and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. <u>Salary.</u> District shall pay a salary to Administrator according to Salary Schedule <u>DD</u>, Range <u>32</u>, Step <u>7</u>, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. Evaluation. Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Education Code § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement</u>: Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator	 Date	

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- 1. Parties. The Coast Community College District ("District") and Michael Mandelkern ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
 - 2. **Position.** The District hereby employs Administrator in the position of **Dean.**
- 3. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 7/1/2010 and ending 6/30/2012. This Agreement expires on 6/30/2012 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. <u>Salary.</u> District shall pay a salary to Administrator according to Salary Schedule <u>DL</u>, Range <u>32</u>, Step <u>9</u>, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. Evaluation. Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Education Code § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement:</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if</u> <u>Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator	Date	

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- 1. **Parties.** The Coast Community College District ("District") and **Journana** McGowan ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
 - 2. Position. The District hereby employs Administrator in the position of Dean.
- 3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>7/1/2010</u> and ending <u>6/30/2012</u>. This Agreement expires on <u>6/30/2012</u> and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. <u>Salary.</u> District shall pay a salary to Administrator according to Salary Schedule <u>DD</u>, Range <u>32</u>, Step <u>7</u>, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. Evaluation. Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Education Code § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement</u>: Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator	 Date	-

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- 1. <u>Parties</u>. The Coast Community College District ("District") and <u>Stephen</u> <u>Tamanaha</u> ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
 - 2. <u>Position</u>. The District hereby employs Administrator in the position of <u>Director</u>.
- 3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 7/1/2010 and ending 6/30/2012. This Agreement expires on 6/30/2012 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. <u>Salary.</u> District shall pay a salary to Administrator according to Salary Schedule <u>DD</u>, Range <u>26</u>, Step <u>7</u>, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Education Code § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement</u>: Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	· · · · · · · · · · · · · · · · · · ·
Administrator	 Date	

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- 1. Parties. The Coast Community College District ("District") and Lois Wilkerson ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
- 2. **Position.** The District hereby employs Administrator in the position of **Administrative Director**.
- 3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 7/1/2010 and ending 6/30/2011. This Agreement expires on 6/30/2011 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, District shall make a good faith effort to notify Administrator by 90 days prior to the expiration of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
- 6. Salary. District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 9. payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations.
- 11. Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Education Code § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14. <u>Dismissal or Imposition of Penalties During the Term of this Agreement if</u>
 <u>Tenured.</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
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Administrator	Date	

- 1. Parties. The Coast Community College District ("District") and Sylvia Worden ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
- 2. <u>Position</u>. The District hereby employs Administrator in the position of <u>Associate</u> <u>Dean/Director</u>.
- 3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>7/1/2010</u> and ending <u>6/30/2012</u>. This Agreement expires on <u>6/30/2012</u> and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. <u>Salary.</u> District shall pay a salary to Administrator according to Salary Schedule <u>DD</u>, Range <u>26</u>, Step <u>7</u>, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and *Education Code* § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement:</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator	Date	

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Coast Community College District is facing an anticipated \$10.6 million budget shortfall for 2010-11. Over the next three years, it is estimated the District will face a \$39 million plus shortfall. In order to meet this challenge, early planning for 2010-11 is required. It is necessary for the District to downsize staff across the board due to a 3.59% workload measure reduction from the State. Coast Community College District would like to avoid layoffs and protect contract staff and faculty. Cost savings for the District can be realized by implementing the ENDS Program wherein qualified employees can elect to submit written intent to retire or resign by no later than April 30, 2010. In exchange, the District will pay participating employees a one-time separation payment of \$10,000.

- This program is available to all regular full-time CCCD employees with two years of service in good standing with the District. This includes all Faculty, Classified Staff, Managers, and Confidentials.
- In order to participate, employees shall provide notice of their intent to resign, and/or retire from the District, in writing between December 10, 2009 and February 16, 2010 inclusive. An employee's letter of intent must be submitted to the Vice Chancellor of Human Resources.
- To receive the award, employees shall submit an irrevocable letter of resignation and/or retirement prior to April 30, 2010 with the specific date to resign, and/or to retire from District, effective being on or before June 30, 2010. The irrevocable letter to resign or retire must be submitted to the Vice Chancellor of Human Resources.
- If the irrevocable letter of resignation or retirement is not received by April 30, 2010, employee will no longer be eligible for the ENDS Program.
- Employees participating in this program will be paid \$10,000 after resignation or retirement from the District.
- Employees will be paid on July 31, 2010 or August 10, 2010, depending on the payroll cycle.
- Previously Board-approved retirement/resignations from the District are not eligible to participate in the ENDS Program.
- Executive management (Chancellor, Vice Chancellors, and Presidents) is not eligible for the ENDS Program.

Sample Notice of Intent:

Early Notification Departure Stimulus (ENDS) Program

Notice of Intent

Due Prior to 5 p.m. Tuesday, February 16, 2010

Date:		
Dale.		

Dr. Joseph N. Quarles
Vice Chancellor of Human Resources
Coast Community College District
Department of Human Resources

Dear Dr. Quarles:

I'm submitting this Notice of Intent to inform you of my decision to <i>(check the applicable box)</i> resign / retire no later than Wednesday, June 30, 2010.
My irrevocable letter of resignation/retirement that qualifies me to participate in the ENDS Program (check the applicable statement)
is attached because I am fully certain of my resignation/retirement date.
will be forwarded prior to the deadline of Friday, April 30, 2010 to safeguard my ability to participate in the ENDS program. I understand that failure to return the irrevocable letter of resignation/retirement by April 30 will render my notification of intent null and void.
Sample Irrevocable Notice:
Early Notification Departure Stimulus (ENDS) Program
<u>Irrevocable Notice</u> Due Prior to 5 p.m., Friday, April 30, 2010
Date:
Dr. Joseph N. Quarles Vice Chancellor of Human Resources Coast Community College District Department of Human Resources
Dear Dr. Quarles:
I'm submitting this Irrevocable Notice to confirm my decision to (check the applicable box) resign / retire effective (provide specific date) I'm also acknowledging my understanding that this notice once signed, received, and accepted, cannot be withdrawn or changed.
Having taken this final step to participate in the ENDS Program, I understand that my payment of \$10,000.00 will be provided through the payroll system on either July 31, 2010 (certificated) or August 10, 2010 (classified).