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# AGENDA

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**Coast Community College District  
Regular Meeting of the Board of Trustees  
Date: Wednesday, February 17, 2010  
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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- 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 Employment (Pursuant to Government Code 54957 (b)(1))

- 1. Faculty Special Assignments
- 2. Substitute Faculty
- 3. Full-time Faculty
- 4. Part-time Faculty
- 5. Educational Administrators
- 6. Classified Management
- 7. Classified Staff
  - a. Division Area Office Coordinator

8.      Reclassification and Reorganization/Reassignment
  - a. Benefits Technician
9.      Classified Temporary Assignments
  - a. Lead Mechanic
  - b. Special Assignment
10.     Hourly Staff
11.     Substitute Classified
12.     Clinical Advisor/Summer
13.     Medical Professional Hourly Personnel
14.     Student Workers

*Public employment materials are available upon request from the Board of Trustees' Office*

1.04.02   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)  
Williams v. Coast Community College District, US District Court Case No. SACVIO-47 DOC (MLGX)*

1.04.03   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

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

Position: Secretary of the Board of Trustees

1.04.05   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 – Trustee Walter G. Howald

1.07      Report of Action in Closed Session (if any)

## 1.08 Public Comment (Open Session - Items on Agenda)

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## 1.09 Presentations, Ceremonial Resolutions and Public Hearings

### 1.09.01 Resolutions to Honor and Accept the Retirements

### 1.09.02 District General Counsel's Report on Open Meeting Law (Brown Act) Questions Regarding Board Members Attendance at Academic Senate Meetings.

## 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 Chancellor

#### 2.01.02 Reports from the Presidents

#### 2.01.03 Reports from the Officers of Student Government Organizations

#### 2.01.04 Reports from the Academic Senate Presidents

#### 2.01.05 Reports from Employee Representative Groups

#### 2.01.06 Reports from the Board of Trustees

#### 2.01.07 Reports from the Board Committees/Taskforces & Review of Board Committee Meeting Dates

## 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 Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)

- 2.02.03 Opportunity for the Board to Review the Board Directives Log
- 2.02.04 First Reading of Recommendations for Modifications to Existing Hiring Policies and Recommendations for Additional Hiring Policies as Presented by the Board Authorized Hiring Policy Task Force
- 2.02.05 Presentation and Adoption of Accountability Reporting for Community Colleges
- 2.03 Review of Buildings and Grounds Reports
  - Orange Coast College New Consumer Health & Science Lab (ABC) Building
  - Orange Coast College Student Center Renovation
  - Golden West College Learning Resource Center
  - Coastline College Newport Beach Learning Center
- 2.04 Review of Quarterly Financial Status Report
- 3.00 Consent Calendar
- 3.01 Curriculum Approval
- 3.01.01 Approval of New Programs/Options
- 3.02 Travel Authorizations – Board and Staff
  - 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
- 3.03.02 Authorization for Special Projects – Golden West College
- 3.03.03 Authorization for Special Projects – Orange Coast College
- 3.03.04 Authorization to Apply for Funded Programs
- 3.03.05 Authorization for Disposal of Surplus
- 3.03.06 Authorization to Enter Into 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  
None
- 3.03.10 Approval of Standard Agreements – Golden West College
- 3.03.11 Approval of Standard Agreements – Orange Coast College  
None
- 3.03.12 Approval of Standard Agreements – District  
None
- 3.03.13 Authorization for Purchase of Institutional Memberships – Coastline Community College
- 3.03.14 Authorization for Purchase of Institutional Memberships – Golden West College  
None
- 3.03.15 Authorization for Purchase of Institutional Memberships – Orange Coast College
- 3.03.16 Authorization for Purchase of Institutional Memberships – District  
None
- 3.03.17 Authorization for Off-Campus Assignments – Coastline Community College  
None
- 3.03.18 Authorization for Community Activities – Orange Coast College
- 3.03.19 Authorization for Community Activities – Golden West College  
None
- 3.03.20 Authorization for Sailing Program – Orange Coast College
- 3.04 Personnel Items
- 3.04.01 Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- 3.04.02 Authorization for Leaves of Absence
- 3.04.03 Authorization for Schedule Changes, Classified Staff
- 3.04.04 Authorization for Professional Experts
- 3.04.05 Approval of Sabbatical Leave Requests
- 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

- 3.05.04 Authorization for Independent Contractors - District
- 3.05.05 Authorization for Professional Development Program  
None
- 3.05.06 Authorization for Community Activities – Coastline Community College  
None
- 3.05.07 Authorization for Staff Development – Golden West College
- 3.05.08 Authorization for Staff Development – Orange Coast College
- 3.05.09 Authorization for Staff Development – District  
None
- 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 – Coastline Community College  
None
  - 3.06.05 Authorization for Special Payments – Golden West College  
None
  - 3.06.06 Authorization for Special Payments – Orange Coast College  
None
  - 3.06.07 Authorization for Special Payments – District  
None
- 4.00 Action Items
  - 4.01 Approval of Agreements – Coastline Community College
    - 4.01.01 Approve District Standard Scope of Work Template for the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services
    - 4.01.02 Approve District Standard Scope of Work #2010-01 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services
    - 4.01.03 Approve District Standard Scope of Work #2010-02 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services

- 4.01.04 Approve District Standard Scope of Work #2010-03 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services
- 4.01.05 Approve District Standard Scope of Work #2010-04 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services
- 4.01.06 Approve District Standard Scope of Work #2010-05 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services
- 4.01.07 Approve District Standard Scope of Work #2010-06 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services
- 4.01.08 Approve District Seaport End-User License Agreement Template for the Master Services Agreement between Chevron Products Company and the Coast Community College District for Delivery of Instructional Courseware and Content
- 4.02 Approval of Agreements – Golden West College
- 4.02.01 Approve Amendment to Non-Standard Agreement with Boys and Girls Club of Huntington Valley for Ground Lease
- 4.03 Approval of Agreements – Orange Coast College
- 4.03.01 Approve an Agreement between the 32<sup>nd</sup> District Agricultural Association and the Coast Community College District for reciprocal use of parking lots and the use of the Pacific Amphitheatre for the Orange Coast College Commencement on May 27, 2010
- 4.03.02 Approve a 1<sup>st</sup> Amendment to an existing Agreement between National Student Clearinghouse, Inc., a not-for-profit corporation, and the Coast Community College District for the purpose of adding Golden West College and Coastline College and setting a defined termination date
- 4.04 Approval of Agreements – District
- 4.04.01 Ratification of Entry into an Addendum to Master Services Agreement between the State of California and the Coast Community College District for the California Purchase Card program
- 4.04.02 Approval of District Standard Agreement for Consignments Template for use by Orange Coast College's Art Pavilion for Exhibition Sponsorship and Merchandise Display by Third Parties
- 4.04.03 Authorization to Enter into an Agreement with Milliman Consultants and Actuaries to Provide and Actuarial Attestation in Order for the Coast Community College District to Receive the Medicare Part D Employer Subsidy from the Centers for Medicare and Medicaid Services (CMS)
- 4.05 Buildings and Grounds Approvals

- 4.05.01 Authorization to File Notice of Completion
- 4.05.02 Bid Tabulations and Award of Contract: Orange Coast College Student Center Swing Space; Bid No. 1974
- 4.05.03 Approve Addendum No. 1 for LPA, Inc.; Coastline Community College Newport Beach Learning Center
- 4.06 General Items of Business – Coastline Community College  
None
- 4.07 General Items of Business – Golden West College  
None
- 4.08 General Items of Business – Orange Coast College  
None
- 4.09 General Items of Business - District
- 4.09.01 Ratification of the Tentative Agreements of the Coast Federation of Educators/American Federation of Teachers (CFE/AFT)- Local 1911 and the Coast Community College District
- 4.09.02 Approval of Agreement with Community College Search Services
- 4.09.03 Approval of Position Profile, Vice Chancellor of Human Resources Position
- 4.09.04 Approval of Position Profile, President, Coastline Community College Position
- 4.09.05 Approval of Administrative Procedure, Student Trustee Selection Process
- 4.09.06 Approval of Revised District Reorganization/Reassignment Plan
- 4.09.07 Approve Independent Contractor Agreement with GEOCON West, Inc: Coastline Community College Newport Beach Learning Center
- 4.10 Resolutions
- 4.10.01 Approval of Harry and Grace Steele Children's Center Instructional Materials Grant and Adoption of Resolution # 010-05
- 4.11 Approval of Minutes  
Regular Meeting of February 3, 2010
- 5.00 Public Comment (Items not on the Agenda)
- 6.00 Adjournment

## 1.00 Preliminary Matters

Meeting: 02/17/2010 Regular Meeting  
Category: 1. Procedural Matters  
Agenda Type: Information  
Public Access: Yes

## Agenda Item Content

## 1.00 Preliminary Matters

### 1.01 Call to Order

### 1.02 Roll Call

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### 1.04 Recess to Closed Session

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##### 1. Faculty Special Assignments

2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
6. Classified Management
7. Classified Staff
  - a. Division Area Office Coordinator
8. Reclassification and Reorganization/Reassignment
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12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

**1.04.02 Conference with Legal Counsel: Existing Litigation  
(Pursuant to sub-section "a" of Government  
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Case No. 30-2008-00109222  
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*Williams v. Coast Community College District*, US District  
Court Case No. SACVIO-47 DOC (MLGX)

**1.04.03 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

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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

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

Position: Secretary of the Board of Trustees

1.04.05 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 - Trustee Walter G. Howald

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session - Items on Agenda)

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*possible to inform us of your particular needs so that appropriate accommodations may be made.*

## **1.09 Presentations, Ceremonial Resolutions and Public Hearings**

### **1.09.01 Resolutions to Honor and Accept Retirements**

Pham, Martha, CCC, Division/Area Office Coordinator, retirement effective 06/30/10.

Whereas, Martha Pham, Division/Area Office Coordinator is retiring from Coastline Community College effective the thirtieth day of June 2010; and

Whereas, Martha Pham began working at Coastline Community College in November 1993 as a Typist Clerk Sr. and then as Office Coordinator in 1997 in the EOPS Department; and

Whereas, in June 2000 Martha Pham began working as the Division/Area Office Coordinator in the Division of English and Humanities, ESL, Foreign Language and Science where she has remained for the past 10 years; and

Whereas, Martha Pham's most rewarding experience while working in the EOPS Department was watching students come in for help with classes, financial aid and book fees and see them graduate two years later and transfer to four-year colleges and universities; and

Whereas, on a daily basis, Martha Pham interacted with faculty, staff, and students of different backgrounds and contributed to the growth of the college. Martha adds, "It is a privilege to be a Coastline staff member and hold a rewarding position. Thank you Coastline!"; and

Whereas, in retirement, Martha Pham plans to spend more time improving her piano playing, brushing up on her French, traveling abroad with her husband and doing volunteer work. Martha Pham and her husband plan on moving to Cary, North Carolina in the spring of 2011 with their three dogs, Shasta, Daisy, and Lilly.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Martha Pham for her years of service to Coastline Community College and the Coast Community College District and offers 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 Martha Pham on this day, the seventeenth of February in the year 2010.

### **1.09.02 District General Counsel's Report on Open Meeting Law (Brown Act) Questions Regarding Board Members Attendance at Academic Senate Meetings**

**Additional Administrative Content**

Created on 01/16/2010 at 11:32 AM by Joel Rodriguez. Last update on 02/11/2010 by Cristian Tejeda.

## 2.01 Informative Reports

Meeting: 02/17/2010 Regular Meeting  
 Category: 2. General Information and Reports  
 Agenda Type: Information  
 Public Access: Yes

### Agenda Item Content

## 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 Chancellor

### 2.01.02 Reports from the Presidents

Coastline Community College  
 Golden West College  
 Orange Coast College

### 2.01.03 Reports from the Officers of Student Government Organizations

Coastline Community College  
 Golden West College  
 Orange Coast College

### 2.01.04 Reports from the Academic Senate Presidents

Coastline Community College  
 Golden West College  
 Orange Coast College

### 2.01.05 Reports from Employee Representative Groups

Coast Community College Association  
 Coast Federation of Classified Employees  
 Coast Federation of Educators  
 Coast District Management Association

### 2.01.06 Reports from the Board of Trustees

### 2.01.07 Reports from the Board Committees/Taskforces & Review of Board Committee Meeting Dates

Audit Committee

Accreditation Committee  
Career Technical Education Committee  
Land Development Committee  
Personnel Committee  
Budget Committee  
Orange County Legislative Task Force

**Upcoming Meetings:**

Budget	February 19, 2010	Board Conference Room 10:00 a.m.
Accreditation	February 24, 2010	Board Conference Room 3:00 p.m.
Career Technical Education	March 1, 2010	Board Conference Room 10:00 a.m.
Personnel	March 15, 2010	Board Conference Room 10:00 a.m.
Audit	April 19, 2010	Board Conference Room 3:30 p.m.
Orange County Legislative Task Force	March 5, 2010	North Orange County Community College District 7:30 a.m.

**Additional Administrative Content**

Created on 01/16/2010 at 11:32 AM by Jodi Rodriguez. Last updated on 02/11/2010 by Tracey Sanders.

**2.02 Matters for Review, Discussion and/or Action**

Meeting: 02/17/2010 Regular Meeting  
 Category: 2. General Information and Reports  
 Agenda Type: Action (Consent)  
 Public Access: Yes

**Agenda Item Content**

**2.02 Matters for Review, Discussion and/or Action**

**2.02.01 Review of Board Meeting Dates**

<u>Date</u>	<u>Topics</u>
March 3, 2010	Regular Meeting
March 17, 2010	Regular Meeting/Budget Study Session
April 7, 2010	Regular Meeting
April 21, 2010	Regular Meeting/Service Awards
May 5, 2010	Regular Meeting
May 19, 2010	Regular Meeting
May 26, 2010	Special Meeting/Budget Study Session
June 16, 2010	Regular Meeting
June 23, 2010	Special Meeting/Budget Study Session
July 21, 2010	Regular Meeting
August 4, 2010	Regular Meeting/Study Session
August 18, 2010	Regular Meeting
September 1, 2010	Regular Meeting
September 15, 2010	Regular Meeting
October 6, 2010	Regular Meeting
October 20, 2010	Regular Meeting/Study Session
November 3, 2010	Regular Meeting
November 17, 2010	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)**

March 10-12, 2010 (Re-Scheduled)	Washington, D.C., ACCT National Legislative Summit
April 17-20, 2010	Seattle, WA AACC Convention
April 30 - May 2, 2010	Long Beach, CCLC Annual Trustee Conference
August 4-6, 2010	Washington D.C., ACCT Governance Leadership Institute for New Trustees
October 20-23, 2010	Toronto, Ontario, ACCT Leadership Congress

### **2.02.03 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.



2-17-10 Meeting.pdf

### **2.02.04 First Reading of Recommendations for Modifications to Existing Hiring Policies and Recommendations for Additional Hiring Policies as Presented by the Board Authorized Hiring Policy Task Force**

In March 2009 the Board of Trustees constituted a Hiring Policy Task Force, comprised of representatives from varying constituent groups throughout the District. Once appointed, the members of the Task Force have been meeting regularly to review and craft recommendations for update of the District's hiring policies. New language is indicated in bold and underlined text; recommendations for deleted language are shown with stikethroughs.



050-1-1 Recruit Selection Policy AGENDA 2-17-10.pdf

The recommendations being presented represent the combined effort of the Task Force with input from constituent groups throughout each stage of the process. Recommendations have also been vetted through Chancellor's Cabinet, General Counsel, and are now presented for First Reading by the Board of Trustees.

The specific Policies presented for Board review are as follows: (1) Recruitment and Selection; (2) Equal Employment Opportunity Statement; (3) Equal Opportunity Plan Policy; (4) Faculty Hiring Policy; (5) Faculty Qualifications Policy; (6) Classified Hiring Policy; (7) Confidential Hiring Policy; and (8) Management Hiring Policy. The committee determined that it was important to have policies approved by the Board before finalizing its work on Procedures; however, work on the accompanying procedures is currently in progress.

Pending review and authorization by the Board, the revised hiring policies will be placed on an upcoming Board Agenda for final adoption. (See Attachment #19)

### **2.02.05 Presentation and Adoption of Accountability Reporting for Community Colleges**

Assembly Bill 1417, passed by the state legislature in 2004, triggered the creation of a measurement system to evaluate performance in meeting statewide educational outcome priorities, identified as the Accountability Reporting for Community Colleges (ARCC). The colleges' self-assessment data was submitted in early 2009 as per the required deadline.

The legislation requires that Trustees interact with the report by March 15, 2010 and that a copy of the board minutes be submitted to the System Office showing evidence of public comment, review and adoption.

Upon presentation of the ARCC report, it is recommended by the Chancellor that the Board adopt the 2009 ARCC self-assessment reports for Coastline Community College, Golden West College, and Orange Coast College. (See Attachment #17)

#### Additional Administrative Content



050-1-2 EEO POLICY STATEMENT - AGENDA 2-17-10.pdf



050-1-3 EEO PLAN POLICY STATEMENT - AGENDA 2-17-10.pdf



060 - Faculty Hiring Policy - AGENDA 2-17-10.pdf



070 - Classified Staff Hiring Policy - AGENDA 2-17-10.pdf



080-1-2.1 CONFIDENTIAL STAFF HIRING POLICY - AGENDA 2-17-10.pdf



090 - Management Hiring Policy - AGENDA 2-17-10.pdf

Created on 01/18/2010 at 11:22 AM by CCCCPRAdvc. Last updated on 02/10/2010 by Christian Teeter.

**2.03 Review of Buildings and Grounds Reports**

Meeting: 02/17/2010 Regular Meeting  
 Category: 2. General Information and Reports  
 Agenda Type: Information  
 Public Access: Yes

**Agenda Item Content**

**2.03 Review of Buildings and Grounds Reports**

**Orange Coast College New Consumer Health & Science Lab (ABC) 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:** Progress on the building exterior construction has been significantly slowed by the rain. In an already restricted work area, muddy site conditions have further limited the ability to mobilize equipment on the site. The project schedule is being evaluated and schedule recovery strategies will be incorporated. Construction on the building interior is ongoing. First floor framing and utilities have been completed in all three buildings and the majority of interior work is now taking place on the second floor.

**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:** The transitional space is on schedule to be operational for the Fall 2010 semester, however the remodel of the existing Student Center is currently tracking behind schedule, awaiting DSA approval. The bids for "Swing Space" site preparation were opened on February 5<sup>th</sup>. The authorization to employ three contractors to complete this work is being considered at the February 17<sup>th</sup> Board of Trustees meeting. A meeting with the Division of State Architects has been scheduled to discuss the timeline for DSA approval and express the urgency of getting this project under construction.

**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:** Installation of metal panel siding, fabrication of interior stairwells, and commencement of roofing installation is scheduled in the next two weeks. Similarly to the ABC project, unstable site conditions resulting from the rain have posed a challenge for this project. The installation of the rooftop HVAC systems is scheduled for 2/12 and completion of the "roof membrane" installation

will shortly follow.

**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 architect's original project scope has been modified as a result of the additional parcel that was acquired which will require some additional design development. Preliminary survey work was completed in preparation for the demolition of the existing structures on the property. **This project will likely be delayed one month, pending a soils assessment. This assessment is required for structural calculations prior to DSA submission.**

**Additional Administrative Content**

Created on 01/16/2010 at 11:32 AM by CCCDBC. Last update on 02/10/2010 by Tracey Sanders.

## Agenda Item

### 2.04 Review of Quarterly Financial Status Report

Meeting: 02/17/2010 Regular Meeting  
Category: 2. General Information and Reports  
Agenda Type: Information  
Public Access: Yes

## Agenda Item Content

### 2.04 Review of Quarterly Financial Status Report

#### Quarterly Financial Status Report

Section 58310 of Title 5 of the *California Code of Regulations* requires that the District file a Quarterly Financial Status Report (Form CCFS-311Q) with the State Chancellor's office each quarter. Attached to each Trustee's agenda is the Second Quarter Financial Status Report ending December 31, 2009. The report contains the CCFS-311Q State Chancellor's Report, a General Fund Financial Status Report and Fund Balance Report for all funds. (See Attachment #16)

**Fiscal impact:** None.

## Additional Administrative Content

Created on 01/16/2010 at 11:32 AM by CCCCDA'svc. Last update on 02/10/2010 by Tracey Sanders.

**3.00 Consent Calendar**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

## **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**

Created on 01/16/2010 at 11:32 AM by Eane Hamby. Last update on 02/10/2010 by Joe Rodriguez.

**3.01 CURRICULUM APPROVAL**

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

**Agenda Item Content**

**3.01 Curriculum Approval**

**3.01.01 Approval of New Programs/Options**



Curriculum.pdf

**Additional Administrative Content**

Created on 01/16/2010 at 11:32 AM by Elaine Hamby. Last updated on 02/09/2010 by Tracey Sanders.

**3.01.01 Approval of New Programs/Options**

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

**Coastline Community College**

Effective Fall 2010

Accounting  
Associate Degree

The Accounting Associate Degree offers 60 units that prepare students with the skills necessary for employment as a bookkeeper, junior accountant or tax practitioner. To be eligible for an Associate in Arts degree in Accounting, students must have 1) completed the prescribed courses listed with an overall grade point average of 2.0 or better, 2) passed each class listed in the prescribed course of study with a grade of "C" or better, 3) met any individually prescribed behavior or remediation-related requirements.

Students who do not already possess an associate in arts or bachelor degree from a regionally accredited college or university must complete an A.A. degree (60 units) as specified below. The Accounting studies course work taken at other institutions, if approved by the Accounting studies department, can be applied in partial fulfillment of these requirements. Upon completion of this program, students will be awarded an associate in arts degree and a certificate of achievement.

**REQUIRED COURSES**

		Units
Introduction to Accounting	ACCT C100	3.0
Financial Accounting	ACCT C101	5.0
Managerial Accounting	ACCT C102	5.0
Intermediate Accounting	ACCT C112	3.0
Excel for Accounting	ACCT C106	2.0
Accounting with QuickBooks	ACCT C107	<u>2.0</u>
Total Units		<b>20.0</b>

**PROGRAM ELECTIVES**

Choose from any Program Electives  
Total elective units

6.0

Please see the following Certificates of Achievement for the specific course work required for electives in these Concentrations:

General Accounting  
Bookkeeping  
Taxation

**GENERAL EDUCATION, ACCOUNTING**

Students are required to complete at least 21 units in courses numbered 100-299 listed in Groups A to E. Students can meet the general education requirements under Option I, II, or III A.A. degree academic plans.

It is recommended that the student meet with a Coastline counselor to develop his/her academic plan.

General Education Subtotal 21.0

**ELECTIVES**

Choose any other classes totaling 13.0

TOTAL UNITS for A.A. degree program 60.0

### Building Codes Technology Associate Degree

The Building Codes Technology Program consists of several concentrations which focuses on both commercial and residential building code coursework for individuals employed either in the inspection field or the construction industry or for those new to the industry. Coastline's Building Code courses are designed to help prepare individuals for jobs either: Combination Building Inspector, Combination Residential Inspector, Code Professional, Permit Technician and Green Building Codes. This program meets Education requirements for state certification and can help prepare students for the International Code Council (ICC) certification exams.

Building Codes Technology offers 60 units that prepare students with the skills necessary for employment as a Building Codes Inspector. To be eligible for an Associate in Arts degree in Building Codes Technology, students must have 1) completed the prescribed courses listed with an overall grade point average of 2.0 or better, 2) passed each class listed in the prescribed course of study with a grade of "C" or better, 3) met any individually prescribed behavior or remediation-related requirements.

Students who do not already possess an associate in arts or bachelor degree from a regionally accredited college or university must complete an A.A. degree (60 units) as specified below. Building Codes Technology studies course work taken at other institutions, if approved by the Building Codes studies department, can be applied in partial fulfillment of these requirements. Upon completion of this program, students will be awarded an associate in arts degree and a certificate of achievement.

#### REQUIRED COURSES

		Units
Introduction to Building Codes	BCT C250	3.0
Introduction to International Building Code	BCT C300	3.0
California Administrative Code	BCT C302	3.0
Non-Structural Provisions of Building Codes	BCT C303	3.0
Framing Requirements of BC	BCT C305	3.0
Total Units		15.0

#### PROGRAM ELECTIVES

Choose from any Program Electives	
Total units	12.0

Please see the following Certificates of Achievement for the specific course work required for electives in these Concentrations:

Combination Building Inspection  
Combination Residential Inspection  
Code Professional  
Permit Technician  
Green Building Technology

#### GENERAL EDUCATION, BUILDING CODES TECHNOLOGY

Students are required to complete at least 21 units in courses numbered 100-299 listed in Groups A to E. Students can meet the general education requirements under Option I, II, or III A.A. degree academic plans.

It is recommended that the student meet with a Coastline counselor to develop his/her academic plan.

General Education Subtotal	21.0
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#### ELECTIVES

Choose any other classes totaling	12.0
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TOTAL UNITS for A.A. degree program	60.0
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Business  
Associate Degree

The A.A. Degree program in Business consists of several concentrations that will prepare an individual with an Understanding of business practices and provides students the opportunity to select specific courses to meet their professional or personal business goals. The options include specialized business training in General Business, Human Resources, Marketing, and Business Administration and provide entry-level professionals with knowledge and skills to Work in a variety of business environments.

The Business Associate Degree offers 60 units that prepare students with the skills necessary for employment in the Business area. To be eligible for an Associate in Arts degree in Business, students must have 1) completed the prescribed courses listed with an overall grade point average of 2.0 or better, 2) passed each class listed in the prescribed course of study with a grade of "C" or better, 3) met any individually prescribed behavior or remediation-related requirements.

Students who do not already possess an associate in arts or bachelor degree from a regionally accredited college or university must complete an A.A. degree (60 units) as specified below. Business studies course work taken at other institutions, if approved by the Business department, can be applied in partial fulfillment of these requirements. Upon completion of this program, students will be awarded an associate in arts degree and a certificate of achievement.

**REQUIRED COURSES**

		Units
Introduction to Business	BUS C100	3.0
Legal Environment of Business	BUS C110	3.0
Introduction to Marketing	BUS C150	3.0
Organization and Management	M&S C100	<u>3.0</u>
Total Units		<u>12.0</u>

**PROGRAM ELECTIVES**

Choose from any Program Electives  
Total units

9.0

Please see the following Certificates of Achievement for the specific course work required for electives in these Concentrations:

General Business  
Human Resources Management  
Marketing  
Business Administration

**GENERAL EDUCATION, BUSINESS**

Students are required to complete at least 21 units in courses numbered 100-299 listed in Groups A to E. Students can meet the general education requirements under Option I, II, or III A.A. degree academic plans.

It is recommended that the student meet with a Coastline counselor to develop his/her academic plan.

General Education Subtotal	21.0
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**ELECTIVES**

Choose any other classes totaling	18.0
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TOTAL UNITS for A.A. degree program	60.0
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### Computer Networking Associate Degree

The Computer Networking program prepares an individual to become a Computer Networking Specialist in a Cisco, Microsoft, Security, Convergence or SharePoint Security. Coastline's Networking courses are designed to provide students with the knowledge and hands-on experience required by Microsoft Certified Systems Administrator (MCSA), Microsoft Certified Systems Engineer (MCSE), Microsoft Certified Technology Specialist (MCTS), Cisco Certified Network Administrator (CCNA), Cisco Certified Network Professional (CCNP), and Security Administrator or Consultant Certificates.

The Computer Networking Associate Degree offers 60 units that prepare students with the skills necessary for employment in the as a Computer Networker. To be eligible for an Associate in Arts degree in Computer Networking, students must have 1) completed the prescribed courses listed with an overall grade point average of 2.0 or better, 2) passed each class listed in the prescribed course of study with a grade of "C" or better, 3) met any individually prescribed behavior or remediation-related requirements.

Students who do not already possess an associate in arts or bachelor degree from a regionally accredited college or university must complete an A.A. degree (60 units) as specified below. Computer Networking studies course work taken at other institutions, if approved by the Computer Networking studies department, can be applied in partial fulfillment of these requirements. Upon completion of this program, students will be awarded an associate in arts degree and a certificate of achievement.

<u>REQUIRED COURSES</u>		Units
Command Line/Scripting	CST C115	1.5
A+ Essentials Hardware	CST C116	3.0
Network +/Intro to Networking	CST C128	3.0
Cisco Fundamentals/CCNA 1	CST C201	3.0
Windows XP Professional	CST C160	3.0
CompTIA Linux	CST C191	3.0
Security Essentials	CST C230	<u>3.0</u>
Total Units		19.5

#### PROGRAM ELECTIVES

Choose from any Program Electives

Total units 9.0

Please see the following Certificates of Achievement for the specific course work required for electives in these Concentrations:

Cisco  
Security  
Microsoft SharePoint Security  
Microsoft

#### GENERAL EDUCATION, COMPUTER NETWORKING

Students are required to complete at least 21 units in courses numbered 100-299 listed in Groups A to E. Students can meet the general education requirements under Option I, II, or III A.A. degree academic plans.

It is recommended that the student meet with a Coastline counselor to develop his/her academic plan.

General Education Subtotal 21.0

#### ELECTIVES

Choose any other classes totaling 10.5

TOTAL UNITS for A.A. degree program 60.0

Office Support Specialist  
Associate Degree

The Office Support Specialist is an online and hands-on program consists of several concentrations and is designed to prepare students to work in an office environment. Each option utilizes a solid core consisting of keyboarding, computing, and office procedures. Upon completing the core, there are options to specialize in an area of office support such as clerical, general office, and financial.

The Office Support Specialist Associate Degree offers 60 units that prepare students with the skills necessary for employment as an administrative professional, general office manager, financial assistant, financial managers, and administrative manager. To be eligible for an Associate in Arts degree in Office Support Specialist, students must have 1) completed the prescribed courses listed with an overall grade point average of 2.0 or better, 2) passed each class listed in the prescribed course of study with a grade of "C" or better, 3) met any individually prescribed behavior or remediation-related requirements.

Students who do not already possess an associate in arts or bachelor degree from a regionally accredited college or university must complete an A.A. degree (60 units) as specified below. The Office Support Specialist studies course work taken at other institutions, if approved by the Office Support Specialist studies department, can be applied in partial fulfillment of these requirements. Upon completion of this program, students will be awarded an associate in arts degree and a certificate of achievement.

REQUIRED COURSES

		Units
Windows	BC C104	1.5
Keyboarding 1	BC C107	1.5
Data Entry	BC C108	1.5
Office Organization	BC C112	3.0
Microsoft Office Professional 1	BC C150	3.0
Business Writing or	ENGL C135	
Business Communication	ENGL C136	<u>3.0</u>
Total Units		13.5

PROGRAM ELECTIVES

Choose from any Program Electives

Total units	9.0-10
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Please see the following Certificates of Achievement for the specific course work required for electives in these Concentrations:

Administrative Professional (Assistant)  
General Office Manager  
Financial Assistant  
Financial Manager  
Administrative Manager

GENERAL EDUCATION, OFFICE SUPPORT SPECIALIST

Students are required to complete at least 21 units in courses numbered 100-299 listed in Groups A to E. Students can meet the general education requirements under Option I, II, or III A.A. degree academic plans.

It is recommended that the student meet with a Coastline counselor to develop his/her academic plan.

General Education Subtotal	21.0
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ELECTIVES

Choose any other classes totaling	16.0-17.0
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TOTAL UNITS for A.A. degree program	60.0
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**3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF**

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

**Agenda Item Content****3.02 Travel Authorizations - Board and Staff****(1) Meetings for the Board of Trustees**

Mary L Hornbuckle, Board Member (CCCC), to attend the The State of Education in Orange County 2010, February 25, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$20, to be paid from District Conference funds.

Robert M Lane, Student Trustee (CCCC), to attend the District Student Council Lobby Day, March 16, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including travel by Air Coach, to be paid from District Conference funds.

Jerry M Patterson, Board Member (CCCC), to attend the District Student Council Lobby Day, March 16, 2010, Sacramento, CA, without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from District Conference funds.

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

Patricia G Arlington, Instr/Coord (CCC), to attend the Accreditation Institute 2010, March 19-20, 2010, Newport Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$320, including a registration fee of \$275, to be paid from Institutional Research funds.

Patricia G Arlington, Instr/Coord (CCC), to attend the Student Learning Outcomes Coordinators Regional Meeting, March 18, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$20, including a registration fee of \$20, to be paid from Institutional Research funds.

Cheryl L Babler, Vice President (CCC), to attend the California Community College Association for Occupation Education Spring 2010 Conference, March 16-19, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$395, travel by Air Coach, rental car and insurance, to be paid from Perkins VTEA 1-C Grant funds.

David L Baird, Dean (GWC), to attend the National Academic Advising Association 2010 Conference, March 12, 2010, Westlake Village, CA, without loss of salary, with reimbursement for allowable expenses of \$75, including a registration fee of \$75, to be paid from Management Professional Development funds.

Kevin T Ballinger, Dean (OCC), to attend the California Community Colleges Chief Instructional Officers - California Community College Association for Occupational Education Joint Conference, March 16 - 19, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$395, travel by Air Coach, to be paid from WIA Allied Health Grant funds.

Steven R Beaupre, Hourly Instructor (OCC), to attend the 2010 Ocean Sciences Meeting, February 20 - 26, 2010, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$390, travel by Air Coach, to be paid from CCA/CTA Union funds.

Dorothy A Beaver, Hourly Instructor (CCC), to attend the California Teachers of English to Speakers of Other Languages Conference, April 22-25, 2010, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$225, travel by Air Coach, to be paid from PDI Conference & Workshops funds.

Harold C Bouley, Hourly Instructor (CCC), to attend the Real Estate Educators Conference, February 26, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$60, to be paid from VTEA funds.

Robin A Boyle, Mil/Cont Ed Tech Int (CCC), to attend the Coast Guard Integrated Support Command Visit, March 10, 2010, San Pedro, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Contract Ed Auxiliary funds.

Debra G Brown, Hourly Instructor (CCC), to attend the American Association for Paralegal Education 2010 Pacific Regional Conference, March 18-20, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$135, travel by Air Coach, to be paid from VTEA funds.

Wes Bryan, President (GWC), to attend the Southern California CEO Conference, April 22-23, 2010, Temecula, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$280, to be paid from President's Discretionary Budget funds.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the University of California, Los Angeles Spring Transfer Alliance Program Conference, April 30, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from ASOCC funds.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the Undergraduate Student Research Conference at University of California, Irvine, March 6, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$25, to be paid from ASOCC funds.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the Honors Transfer Council of California, March 26, 2010, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$150, to be paid from ASOCC funds.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the Honors Transfer Council of California, May 14, 2010, Mission Viejo, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from ASOCC funds.

Corine L Doughty, Director, Career Services (OCC), to attend the California Community College Association for Occupational Educators, March 16 - 19, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$395, travel by Air Coach, to be paid from VTEA funds.

Lorie P Eber, Hourly Instructor (CCC), to attend the California Council on Gerontology and Geriatrics Board Meeting, February 25-26, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, rental car and insurance, to be paid from CCA Conference funds.

Rosanne L Freilich, Corp Educ Workforce Prog Coord (CCC), to attend the Association of Community and Continuing Education 2010 Annual Conference, February 19, 2010, Oceanside, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$50, to be paid from Contract Education funds.

Joycelyn M Groot, Dean Mil/Cont Ed Pro (CCC), to attend the Council on Military Education in Texas and the South (COMETS) 2010 Conference, April 18-22, 2010, Corpus Christi, TX, without loss of salary, with reimbursement for allowable expenses of \$1,600, including a registration fee of \$125, travel by Air Coach, rental car and insurance, to be paid from Contract Education Auxiliary funds.

Marcela V Hernandez, Hourly Counselor (CCC), to attend the Educating for Careers Conference, March 1-2, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$455, including a registration fee of \$355, to be paid from Tech Prep Career Link District funds.

Randall D Jewell, Instructor (CCC), to attend the TechEd 2010 Conference, April 11-13, 2010, Pasadena, 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 Academic Senate for California Community Colleges Spring 2010 Plenary Session, April 15-17, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,060, including a registration fee of \$325, travel by Air Coach, to be paid from Academic Senate Conference funds.

Rita M Jones, Counselor (OCC), to attend the Inventing New Systems & New Partnerships, March 17 - 19, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$395, travel by Air Coach, to be paid from SB70 Evaluation Grant. Presentation on Middle School Pilot Grant Program during breakout session.

Sarah A. Kobata, Adjunct Counselor (CCC), to attend the Educating for Careers Conference, March 1-2, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$455, including a registration fee of \$355, to be paid from Tech Prep Reg Coord. Grant funds.

Margaret M Lovig, Instructor (CCC), to attend the American Association for Paralegal Education 2010 Pacific Regional Conference, March 18-20, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$160, travel by Air Coach, to be paid from VTEA funds.

Katherine R Marasigan, Student Fin Aid Spec BFAP (OCC), to attend the Fundamentals of Title IV Administration, June 20 - 25, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including travel by Air Coach, to be paid from BFAP Categorical funds.

Georgie H Monahan, Instructor (OCC), to attend the Outcomes Based Program Review, February 25 - 26, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$485, to be paid from Accreditation Ancillary funds.

Clyde H Phillips, Counselor (OCC), to attend the Umoja Winter Retreat, February 18 - 20, 2010, Hayward, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Joseph E Poshek, Dean (OCC), to attend the California Community College Chief Instructional Officers - California Community College Association for Occupational Education, March 16 - 19, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$395, travel by Air Coach, to be paid from Career Ed VTEA Grant funds.

Omid A Pourzanjani, Dean (GWC), to attend the Leadership Institute, April 28-30, 2010, San Ramon Valley, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to District/Campus.

Christian B Teeter, sec'y to Board of Trustees (CCCCD), to attend the District Student Council Lobby Day, March 16, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including travel by Air Coach, to be paid from District Conference funds.

Renah Wolzinger, Hourly Instructor (GWC), to attend the Apple Final Cut Pro 101, June 16-18, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$1,050, including a registration fee of \$999, to be paid from Perkins VTEA Career Ed funds.

Renah Wolzinger, Hourly Instructor (GWC), to attend the Leadership Institute, April 28-30, 2010, San Ramon Valley, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to District/Campus.

#### **Additional Administrative Content**

Created on 4/15/2010 10:10:10 AM by [Name Redacted] - [Description Redacted] 2/11/2010 [Name Redacted]

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

Meeting: 02/17/2010 Regular Meeting  
 Category: 3. Consent Calendar  
 Agenda Type:  
 Public Access: Yes

**Agenda Item Content**

**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: Los Angeles County Museum of Art  
 Location: Los Angeles  
 Dates: March 4, 2010 and April 15, 2010  
 Department: Art  
 Transportation: District transportation

Conference/Activity: Santa Ana College  
 Location: Santa Ana  
 Dates: March 6, 2010  
 Department: Early College High School  
 Transportation: District transportation

Conference/Activity: Magic Mountain  
 Location: Valencia  
 Dates: March 26, 2010  
 Department: Early College High School  
 Transportation: District transportation

**Additional Administrative Content**

Created on 01/16/2010 at 01:52 PM by User: S. Varon. Last updated on 02/10/2010 by Tracy Sanders.

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

Meeting: 02/17/2010 Regular Meeting  
 Category: 3. Consent Calendar  
 Agenda Type: Action  
 Public Access: Yes

**Agenda Item Content**

### **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.

**ASGWC Banquet**

Location: Fountain Valley, California

Date(s): May 27, 2010

Department: Student Activities

Cost/purpose/funding source: \$2,500 for food, awards and miscellaneous costs from Associated Students funds.

**Statewide March In March**

Location: Sacramento, California

Date(s): March 21 – 22, 2010

Department: Student Activities

Cost/purpose/funding source: \$4,000 for lodging, food, travel and miscellaneous costs from Associated Students funds.

**Statewide General Assembly Spring Conference 2010**

Location: Los Angeles, California

Date(s): April 30 – May 2, 2010

Department: Student Activities

Cost/purpose/funding source: \$2,000 for lodging, food, travel, conference registration and miscellaneous costs from Associated Students funds.

**District Student Council Lobby Day**

Location: Sacramento, California

Date(s): March 16, 2010

Department: Student Activities

Cost/purpose/funding source: \$1,200 for food, airfare, travel and miscellaneous costs from Associated Students funds.

**University Tours**

Location: Cal Poly Pomona, CSU Fullerton, CSU Long Beach, SDSU, UCI, UCLA, UCR, UCSD, and USC.

Date(s): Spring 2010

Department: Transfer Center

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

**Field Trip to the California African American Museum**

Location: Los Angeles, California

Date(s): February 26, 2010

Department: Student Activities

Cost/purpose/funding source: \$120 for entrance fees from ASGWC funds.

UCI Honors Transfer Council of California Conference

Location: University of California, Irvine

Date(s): March 6, 2010

Department: English Honors

Cost/purpose/funding source: \$350 for registration and parking from Honors Program funds.

**Additional Administrative Content**

Created on 01/16/2010 at 11:32 AM by Christina Lynn. Last updated on 02/10/2010 by Christina Lynn.

**3.02.03 Authorization for Student Trips - Orange Coast College**

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

**Agenda Item 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.

Cal Poly San Luis Obispo Design Village Competition

Location: San Luis Obispo, CA

Date: April 15-19, 2010

Department: Architecture Club

Cost/Purpose/Funding Source: NTE \$5,000 for registration, building supplies, and related expenses from ASOCC and club funds

Transportation: District

Student Senate for the California Community Colleges (SSCCC)

Location: Sacramento, CA

Date: February 5-7, 2010

Department: ASOCC/SGOCC

Cost/Purpose/Funding: Kristopher Cutting, OCC Student Senator, to serve as the Region 8 delegate and attend monthly meetings. As per Title 5, California Code of Regulations Section 50002 and Education Code 71040, student delegates to the SSCCC will participate under the general supervision of the State Chancellor's Office with no advisor from the District present. Travel and lodging expenses to be paid by the California Community Colleges System Office; all other expenses NTE \$500 from ASOCC/SGOCC funds.

Transportation: District/Public/Air Travel

Administrative approval by Acting Chancellor, Joseph Quarles, on February 4, 2010, due to trip taking place prior to the next scheduled Board meeting. Student representative was named just prior to trip

USC Community College Choral Festival

Date: February 20, 2010

Department: Music Department

Cost/Purpose/Funding Source: The OCC Chamber Singers (35 students) have been invited to sing at the festival on the USC campus; Registration fee of \$225 paid from ASOCC funds

Transportation: District and/or personal vehicles

2010 Honors Transfer Council of California Student Research Conference

Location: Irvine, CA

Date: March 6, 2010

Department: Honors Program

Cost/Purpose/Funding Source: NTE \$2,500 to include up to 60 registrations at \$25 each; cost of digital reproduction of student posters; parking and mileage reimbursement for faculty and administrators, and parking reimbursement for groups of four or more students traveling together to the conference; to be paid from Honors Program/ASOCC funds

Transportation: Commercial ground and air carriers/personal transportation

Revision to previous Board action to change official name of event, date of event/travel, anticipated total

cost, and covered expenses. Previous Board approval 7/15/09.

**Additional Administrative Content**

Created on 01/16/2010 at 11:32 AM by Lynne Minter. Last updated on 02/10/2010 by Tracey Sanders.

**3.03 GENERAL ITEMS**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

**3.03 General Items**

**Additional Administrative Content**

Created on 02/13/2010 at 11:32 AM by Jodi Rodriguez Last Modified: 02/13/2010 by Jodi Rodriguez

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

Meeting: 02/17/2010 Regular Meeting  
 Category: 3. Consent Calendar  
 Agenda Type: Action (Consent)  
 Public Access: Yes

**Agenda Item Content**

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

Association of Contingency Planners - Orange County Chapter Spring Conference

Date: March 10, 2010; 8:00 a.m. – 2:00 p.m.

Location: Garden Grove Center

Department: Career & Technical Education/Emergency Management

Purpose: Educate members and guests on the latest professional information and services available.

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

Distance Learning Faculty Meeting

Date: March 5, 2010

Location: Le Jao Center

Department: Distance Learning Committee

Purpose: To update and train faculty and staff on Distance Learning and campus procedures.

Cost/purpose/funding source: NTE \$700; Military funds

California Association for College and Military Educators Regional Meeting

Date: March 16, 2010; 9:00 – 11:00 a.m.

Location: Garden Grove Center

Department: Contract Education

Purpose: Host regional meeting and discuss military education and legislation specific to California.

Cost/purpose/funding source: Contract Education ancillary funds

(Revision is to change date to March 16, 2010. Prior Board Approval 1/20/10)

End-of-the-Year Spring Installation Luncheon

Date: May 18, 2010

Location: Coastline Art Gallery

Department: Academic Senate

Purpose: To install newly-elected Senators and recognize faculty.

Cost/purpose/funding source: Participants' and Academic Senate funds

Strawberry Festival Senate Fundraiser

Date: May 28-31, 2010

Location: Garden Grove Center

Department: Academic Senate

Purpose: To raise funds for the Academic Senate.

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

Early College High School Movie Night

Date: February 26, 2010; 5:30-8:30 p.m.

Location: Halecrest Park, Costa Mesa

Department: Early College High School

Purpose: Fundraiser to offset the cost of the senior prom.

Cost/purpose/funding source: ECHS Parent-Teacher-Student Association funds

Business and Management Advisory Meeting

Date: February 25, 2010, noon - 2:00 p.m.

Location: Garden Grove Center

Department: Instruction

Purpose: Development and implementation of the Business and Management program

Cost/purpose/funding source: NTE \$200; CCC Foundation funds

Additional Administrative Content

Created on 01/16/2010 at 11:32 AM by Laurie Swancutt. Last update on 02/19/2010 by Laurie Swancutt.

**3.03.02 Authorization for Special Projects - Golden West College**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action  
Public Access: Yes

**Agenda Item Content****3.03.02 Authorization for Special Projects - Golden West College**

Cash for College Outreach Event

Date(s): February 25, 2010

Department: Financial Aid

Purpose: Outreach event targeting incoming high school seniors

Cost/purpose/funding source: \$500 for refreshments, supplies, and printing from BFAP funds.

SoCal SQL Conference

Date(s): April 24, 2010

Department: Career & Technical Education

Purpose: Provide free conference to SQL server professionals and students

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

Graduation Ceremony, Recruit Basic Academy Class 139

Date: March 19, 2010

Department: Criminal Justice

Purpose: Graduation ceremony

Cost/purpose/funding source: \$250 for refreshments from Community Hosting funds and \$2,000 for facility rental from general funds.

Simulator Project Ribbon Cutting and Dedication Ceremony

Date(s): March 8, 2010

Department: Criminal Justice

Purpose: Grand opening ceremony

Cost/purpose/funding source: \$1,000 for refreshments and publications from Foundation Criminal Justice funds.

**Additional Administrative Comment**

Created on 01/16/2010 at 11:32 AM by CmsAdmin. Last update on 02/10/2010 by CmsAdmin.

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

Meeting: 02/17/2010 Regular Meeting  
 Category: 3. Consent Calendar  
 Agenda Type: Action (Consent)  
 Public Access: Yes

**Agenda Item Content**

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

**New Faculty Orientation**

Date: February 19, 2010  
 Department: Staff Development  
 Purpose: Overview of OCC for new faculty  
 Cost/Purpose/Funding Source: NTE \$485 from Staff Development funds to include speaker fees and materials

**Academic Senate California Community Colleges Area Workshop**

Date: February 18, 2010  
 Department: Math & Science  
 Purpose: Area workshop to develop, promote, and act upon policies responding to statewide concerns: CB21 Workshop.  
 Cost/Purpose/Funding Source: No expense to the college

**Green Coast Days**

Date: April 7, 2010  
 Department: International Business Club/Marine Science Club  
 Purpose: Participating corporations and exhibitors/display of alternative energy powered vehicles, products, and ideas; garden expansion and presentations on energy and the environment  
 Cost/Purpose/Funding Source: NTE \$8,500 per activity from ASOCC/club/corporate contributions

**Junior Chamber Music Concert**

Date: March 2 and March 9, 2010  
 Department: Visual & Performing Arts  
 Purpose: Free concert to increase visibility of the Arts Pavilion to OCC students and staff; open to the public  
 Cost/Purpose/Funding Source: Free admission; no cost to the district

**Friday Night Art Flicks**

Date: March 5, 2010 and April 9, 2010  
 Department: Frank M. Doyle Arts Pavilion  
 Purpose: Student and community arts outreach  
 Cost/Purpose/Funding Source: No cost to the college

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**Faculty Academy**

Date: March 5, 2010  
 Department: Staff Development  
 Purpose: Faculty meeting  
 Cost/Purpose/Funding Source: NTE \$300 for lunch and refreshments from Staff Development funds

**20<sup>th</sup> Annual Professional Development Day**

Date: March 6, 2010

Department: 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 \$50 per speaker; professional development scholarships, student scholarships for attending future meetings; no cost to college or district.

Revision to Board action to change the date of event. Previous Board approval 12/9/09.

**Additional Administrative Content**

Created on 01/13/2010 at 11:32 AM by L. Manna/Minton. Last updated on 02/10/2010 by L. Manna/Minton.

**3.03.04 Authorization to Apply for Funded Programs**

Meeting: 02/17/2010 Regular Meeting  
 Category: 3. Consent Calendar  
 Agenda Type: Information  
 Public Access: Yes

**Agenda Item Content****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.

Coastline College has applied for funding for the United States Department of Health and Human Services grant titled "**HI-TEAM (Health Information Technology Education Advancement Multiplier)**". Coastline and a consortium of collaborators propose to serve as a Curriculum Development Center and as the National Training & Dissemination Center to: (1) develop curriculum on electronic health records; (2) disseminate the courseware to community colleges; and (3) train the trainers at the colleges to provide instruction in electronic health records.

**Fiscal Impact:** If funded, Coastline Community College will receive \$2,719,587 over two years (Year 1: \$1,778,645; and Year 2: \$940,942). The match required for this grant over two years is \$1,373,076.00.

Golden West College has applied for funding from the High Tech Center Training Unit at De Anza College in coordination with the Chancellor's Office of the California Community Colleges for a grant project titled: "**Veterans Resource Center Pilot Project**". To meet the need of veterans, the High Tech Center Training Unit at De Anza College in coordination with the Chancellor's Office of the California Community Colleges proposes establishing a Veterans Resource Center (VRC) on approximately 12 community college campuses, patterned after the VRC at Butte College. The project will provide computers, monitors, software, assistive technology tools, training and data collection.

**Fiscal Impact:** There will be no direct cost involved to the individual campuses; indirect costs will consist of providing physical space, limited equipment (2 scanners and 2 printers, and some furnishings). VRC to be open a minimum of 25 hours/week with 70% coverage by veterans. Veteran Work-Study students are suggested staff options. Time commitment is 2 years (4 continuous semesters).

**Additional Administrative Content**

Created on 01/16/2010 at 11:52 AM by Jane Hamby. Last update on 02/10/2010 by Christian Teale.

**3.03.05 Authorization for Disposal of Surplus**

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

**Agenda Item Content****3.03.05 Authorization for Disposal of Surplus**

021710Surplus.pdf

**Additional Administrative Content**

Created on: 01/18/2010 at 11:32 AM by: CCCC Purch. Last update on: 02/10/2010 by: Tracy Sanders

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
<b>COASTLINE COMMUNITY COLLEGE</b>				
Printing Press	8002672	lip	20997148	P
<b>DISTRICT</b>				
Fax	---	1220xi	myy25pd6199	I
<b>ORANGE COAST COLLEGE</b>				
EEG Machine	9065088	---	---	P
EEG Machine	9065089	---	---	P
Shredder	9045816	220	---	I
Desk	---	---	---	P
File Cabinets (3)	---	---	---	P
Camcorder	9022558	ccd-tr600	1021250	I
VCR	9022557	HS-U780	001258M	I
TV	9022556	CS-27309	1871	I
VCR	---	VHQ-41M	LOIA87485	I
VCR	---	PV-V4020	FOSA22477	I
Laptop	9022136	PA1240U	57013532-3	I
Computer Keyboards (1 box)	---	---	---	I
Misc electronic cables/boards (2 boxes)	---	---	---	I
Monitor	9013352	DCM-1488	S9252636	I
Monitor	9016127	E0-15	1052008360	I
Monitor	9047019	VP150M	90610810242	I
Printer	9023406	600	AAA1C14566	I
Multimeter	9018798	179	14194	I
Computer	9020140	ACT	16869	I
Computer	9013307	ABC	22894699	I
Monitor	9045084	XJ796	HDD6K7003888	I
Computer	9048275	MMP	HCP9C01	I
Printer	9015434	LJ5P	USHB015380	I
Computer	9053648	DHM	JZKQ821	I
Projector	2001073	Ex-3500S	1127	I
Overhead Projector	9030468	HP-L290	998929	I
Push Cart	---	---	---	I

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

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

**Agenda Item Content**

### **3.03.06 Authorization to Enter Into 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.

**ASTRONOMY: OBSERVATIONS AND THEORIES**

Community College of Baltimore County (MD)

Term of Agreement: January 10, 2010 – May 31, 2010

**CHILD DEVELOPMENT: STEPPING STONES**

Iowa Lakes Community College (IA)

Term of Agreement: September 1, 2009 – May 21, 2010

**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.



Telecourses.pdf

**Additional Administrative Content**

Created on 01/06/2010 at 11:52 AM by Nicki Sabido. Last Update on 02/11/2010 by Traci Sanders.

**3.03.07 Approval of Clinical Contracts - Golden West College**

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

**Agenda Item Content****3.03.07 Approval of Clinical Contracts - Golden West College**

After review by the College President and CCCD General Counsel, it is recommended by the Chancellor that the Board approve the clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum.

**RENEWAL**

West Anaheim Extended Care Hospital  
Anaheim, California  
February 1, 2010 – January 31, 2015  
Compensation – None

Standard Clinical Affiliation Agreement

Tustin Senior Center  
Tustin, California  
February 1, 2010 – January 31, 2015  
Compensation – None

Standard Clinical Affiliation Agreement

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



West Anaheim Clinical Agreement.pdf Tustin Snr Ctr Clinical Agreement.pdf

**Additional Administrative Content**

Created on 01/16/2010 at 11:52 AM by Chris Littlejohn. Last updated on 02/17/2010 by Chris Littlejohn.

**3.03.08 Approval of Clinical Contracts - Orange Coast College**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content****3.03.08 Approval of Clinical Contracts - Orange Coast College****RENEWAL**

Presbyterian Intercommunity Hospital Non-Standard Clinical Affiliation Agreement  
Whittier, CA  
Term: February 18, 2010, to March 1, 2013.  
Compensation: None (See Attachment #4)

St. Mary Medical Center Non-Standard Clinical Affiliation Agreement  
Long Beach, CA  
Term: February 18, 2010, to November 1, 2010  
Compensation: None (See Attachment #2)

Torrance Memorial Medical Center Non-Standard Clinical Affiliation Agreement  
Torrance, CA  
Term: June 1, 2010, to June 1, 2013  
Compensation: None (See Attachment #3)



Torrance Memorial.pdf



Presbyterian Intercommunity Hospital.pdf



St Mary's Medical Center.pdf

**Additional Administrative Content**

Created on 01/16/2010 at 10:32 AM by L. M. M. Last updated on 02/10/2010 by C. M. M.

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

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

**Agenda Item Content****3.03.09 Approval of Standard Agreements - Coastline Community College**

NONE

**Additional Administrative Content**

Created on 01/14/2010 at 11:32 AM by Laurie S. Vardant. Was updated on 02/10/2010 by Christian J. LeBo.

**3.03.10 Approval of Standard Agreements - Golden West College**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action  
Public Access: Yes

**Agenda Item Content****3.03.10 Approval of Standard Agreements - Golden West College****Approve Standard Student Intern Placement Agreements**

Workers' Compensation insurance is provided by hosting institution. District student interns are covered under the student health insurance provision.

Intern/Institution: CSU, Fullerton (Student being placed: Dina Bartoloni)

Scope: Assist the Transfer Center with the daily services and events.

Department: Transfer Center

Term: 2/18/2010 – 5/21/2010

Cost/Source of Funds: Unpaid internship sponsored by placing institution.

Intern/Institution: CSU, Long Beach (Student being placed: Nancy Diem Nguyen)

Scope: Assist the Transfer Center with the daily services and events.

Department: Transfer Center

Term: 2/18/2010 – 5/28/2010

Cost/Source of Funds: Unpaid internship sponsored by placing institution.



Student Intern Agreement (Dina Bartoloni).pdf



Student Intern Agreement (Nancy Nguyen).pdf

**Additional Administrative Content**

Created on 02/17/2010 at 11:52 AM by Christina L. L. on 02/10/2010 by Tracy Sanders

**3.03.11 Approval of Standard Agreements - Orange Coast College**

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

**Agenda Item Content**

**3.03.11 Approval of Standard Agreements - Orange Coast College**

NONE

**Additional Administrative Content**

Created on 01/16/2010 at 11:32 AM by Stephanie Minton. Last update on 02/10/2010 by Christian Heger.

## Agenda Item

### 3.03.12 Approval of Standard Agreements - District

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action  
Public Access: Yes

## Agenda Item Content

### 3.03.12 Approval of Standard Agreements - District

NONE

## Additional Administrative Content

Created on 02/18/2010 at 11:02 AM by CECDBO. Last updated on 02/10/2010 by Crystal Techs.

#### Agenda Item

### 3.03.13 Authorization for Purchase of Institutional Memberships - Coastline Community College

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

#### Agenda Item Content

### 3.03.13 Authorization for Purchase of Institutional Memberships - Coastline Community College

#### Renewal

Name and Acronym: National College Testing Association (NCTA)

Term of Membership: February 25, 2010 — February 25, 2011

Cost: \$40

Purpose: Supports the Assessment and Testing Center in their assessment efforts and provides a free web-based referral service listing testing centers across the country willing to provide testing services for students away from their campus.

#### Additional Administrative Content

Created on 01/16/2010 at 11:32 AM by Laurie Swanson. Last updated on 02/10/2010 by Laurie Swanson.

**Agenda Item**

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

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

**Agenda Item Content**

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

**Additional Administrative Content**

NONE

Created on 01/16/2010 at 11:32 AM by Christina Lynn. Last update on 02/10/2010 by Christina Lynn.

## Agenda Item

### 3.03.15 Authorization for Purchase of Institutional Memberships - Orange Coast College

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

## Agenda Item Content

### 3.03.15 Authorization for Purchase of Institutional Memberships Orange Coast College

#### NEW

Name and Acronym: Association of Community and Continuing Education (ACCE)

Term of Membership: 2009-2010

Cost: \$159.00

Purpose: Membership provides a directory for each member, up-to-date information on issues and best practices regarding Community Education and Continuing Education, quarterly journals, and drive-in workshops and conferences for three staff members.

## Additional Administrative Content

Created on 01/13/2010 at 11:32 AM by Lynnette Watson. Last updated on 02/11/2010 by Tracy Sanders.

#### Agenda Item

### 3.03.16 Authorization for Purchase of Institutional Memberships - District

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

#### Agenda Item Content

### 3.03.16 Authorization for Purchase of Institutional Memberships - District

NONE

#### Additional Administrative Content

Created on 01/16/2010 at 11:52 AM by CC08Acsyc. Last update on 02/10/2010 by Christian Neerth.

## Agenda Item

### **3.03.17 Authorization for Off-Campus Assignments - Coastline Community College**

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

## Agenda Item Content

### **3.03.17 Authorization for Off-Campus Assignments - Coastline Community College**

NONE

## Additional Administrative Content

Created on 01/16/2010 at 11:32 AM by Laurie Swancut. Last update on 02/10/2010 by Christian Teeler.

**3.03.18 Authorization for Community Activities - Orange Coast College**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

### **3.03.18 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 February 18, 2010 – June 30, 2011. 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.

#### **INDEPENDENT CONTRACTOR**

MAKE UP ARTIST CERTIFICATION, Fee: \$350, 18 hours. Presenter: Elizabeth Dion. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

Pursuant to the District's Standard Contract Agreement, SEIU-UHW – West & Joint Employer Educational Fund has contracted with Orange Coast College's Community and Contract Education department to provide contract training to incumbent workers in the following non-apportionment generating, credit Biology A210 class during the spring 2010 semester.

#### **PROFESSIONAL EXPERT**

Professional Expert Joanne Kearney will be the Lab Assistant for the Biology A210, contracted by SEIU-UHW – West & Joint Employer Educational Fund. Compensation will be paid at an overtime hourly rate of \$32.87 for 270 hours for a total not to exceed \$8,500. Hourly rate paid by SEIU-UHW contract.

CORONAL POLISH BY AN RDA, Fee \$275, plus \$50 materials fee payable to presenter, 12 hours. Presenters: Joy Myers and Diane Balding. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee to be split between both presenters. (P)

**Additional Administrative Content**

Created on 01/15/2010 at 11:52 AM by Lynnette Vinton. Last updated on 02/10/2010 by Lynnette Vinton.

**3.03.19 Authorization for Community Activities - Golden West College**

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

**Agenda Item Content**

**3.03.19 Authorization for Community Activities - Golden West College**

**Additional Administrative Content**

NONE

Created on 01/16/2010 at 11:32 AM by Christina Wynn. Last updated on 02/10/2010 by Christina Wynn.

**3.03.20 Authorization for Sailing Program - Orange Coast College**

Meeting: 02/17/2010 Regular Meeting  
 Category: 3. Consent Calendar  
 Agenda Type: Action (Consent)  
 Public Access: Yes

**Agenda Item Content**

**3.03.20 Authorization for Sailing Program - Orange Coast College**

The following non-credit classes will be offered by the Marine Programs Office during the period of February 18, 2010 – December 31, 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.

**NEW BOARD ITEMS**

**SPECIAL EVENTS**

Conference/Activity: Official Opening Ceremony for recently remodeled OCC Sailing & Crew Facilities

Location: OCC Sailing and Rowing

Dates: February 25, 2010

Department: PE & Athletics/Sailing center

Cost/Purpose/Funding Source: Open house and official opening ceremony for recently completed remodel of OCC sailing and crew facilities. Entertainment and light refreshments. Expenses NTE \$2500 to be paid by Sailing Center/Foundation Funds.

**REVISIONS TO PREVIOUS BOARD**

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

Conference/Activity: OCC Women's Crew to attend USD Scrimmage

Location: San Diego, CA

Dates: February 20, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: Entry fee – TBD to be paid from ancillary funds.

Transportation: District and/or student vehicles

(Prior approval 9/30/09)

Conference/Activity: OCC Women's Crew/UC Santa Barbara Scrimmage

Location: UC Santa Barbara

Dates: February 28, 2010

Department: P.E. & Athletics

Cost/Purpose/Funding Source: to row against UC Santa Barbara/ No fee

Transportation: District Vans

(Prior approval 1/20/10)

**Additional Administrative Content**

Created on 01/16/2010 at 11:52 AM by Lynnae Minor. Last update on 02/10/2010 by Christian Teegs.

**3.04 Personnel Items**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content****3.04 Personnel Items**

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

3.04.02 Authorization for Leaves of Absence

3.04.03 Authorization for Schedule Changes, Classified Staff

3.04.04 Authorization for Professional Experts

3.04.05 Approval of Sabbatical Leave Requests



Open.pdf

**Additional Administrative Content**

Created on 01/19/2010 at 11:52 AM by: CCO/DAF. Last update on 02/17/2010 by: Tracy S. Davis.

### 3.04 PERSONNEL ITEMS

#### 3.04.01 Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations

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

##### Faculty

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Heck, Janet	CCC	Instructor, Special Educ	Resign	03/03/10
Trinh, Rose	CCC	Workforce Specialist	Resign	06/10/10

##### Classified

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Chaney, Douglas	OCC	Maintenance, Skilled	39 mo Separation	01/30/10

#### 3.04.02 Authorization for Leaves of Absence

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

##### Classified

Jesch, Kim, DIST, Payroll Analyst, LOA/wop under the Family and Medical Leave Act of 1993, start date to be determined, intermittent FMLA, not to exceed 12 weeks.

#### 3.04.03 Authorization for Schedule Changes, Classified Staff

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

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Hermann, Allen	OCC	Instructional Associate	100%	85%	02/01/10	05/22/10

#### 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

Famolaro, Felix A., OCC, to provide services for the Technology Division Office, U.S. Marines electrical class, for the period 02/12/10 to 03/12/10, to be paid by timecard at \$100.00 per unit, 27.563 units per week for 4 weeks, compensation to be \$11,025.00.

##### Other Professional Experts

Pawling, Jessie, OCC, to perform work for the Tech Prep Reg Coordination Grant, for the period 03/04/10 to 03/15/10, to be paid by timecard at \$100.00 per unit, 5 units per week for 2 weeks, compensation to be \$1,000.00.

Salazar, Sylvia G., CCC, to provide services for the One Stop Center Rapid Response Project, serving small businesses in Record Keeping and Accounting Principles for Business Startup, for the period 02/18/10 to 05/17/10, to be paid by timecard at \$100.00 per unit, 25.167 units per week for 12 weeks, compensation to be \$3,024.00.

Salazar, Sylvia G., CCC, to provide services for the One Stop Center Rapid Response Project, serving small businesses in Legal Structures and Quickbooks training, for the period 02/18/10 to 05/17/10, to be paid by timecard at \$100.00 per unit, 1.25 units per week for 12 weeks, compensation to be \$1,500.00.

### **3.04.05 Approval of Sabbatical Leave Requests**

The following sabbatical leaves have been recommended by the appropriate College Sabbatical Leave Committees and the College Presidents. The cost of the recommended sabbaticals is within the funds provided for in the agreement between the Faculty Unit of the Coast Federation of Employees/American Federation of Teachers, Local 1911, and the Coast Community College District. After review by the Vice Chancellor for Human Resources, it is recommended by the Chancellor that the following sabbaticals be approved:

#### **ORANGE COAST COLLEGE**

##### Sabbatical Leave Dates

Colvin, Diane	Spring 2011
Cooper, Barbara	Spring 2011
Hanlon, Anna	Spring 2011, Spring 2012
Kennedy, Marilyn	Fall 2010
Kings, Rose Anne	Spring 2011
Kubiak, Renee	Fall 2010
Raya, Robert	Spring 2011
Storm, Sara Lynn	Spring 2011

**3.05 ADDITIONAL PERSONNEL ITEMS**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

**3.05 Additional Personnel Items**

**Additional Administrative Content**

Created on 01/16/2010 at 11:32 AM by CCCD HR. Last update on 02/10/2010 by Tracy Sanders.

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

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

**Agenda Item Content****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****UNDER \$10,000**

IC Name: Zweig, Maureen

Services: To revise the test bank to coincide with revised edition of the textbook, Discovering Psychology, for Psychology: The Human Experience video course

Payment Schedule/Compensation: 26 lessons @ \$120/lesson, for a total sum of \$3120, to be paid from funds received in support of this project.

Term of Agreement: February 18, 2010 – June 30, 2010

Source of Funding: ISD Publications Revisions funds

IC Name: Cross, Christine

Services: Writing description and key words for database repository for the Marketing course

Payment Schedule/Compensation: 18 lessons @ additional \$25/lesson; total revised contract amount is \$2,650. (Revision is to increase contract amount by \$450. Prior Board Approval: 11/18/09)

Term of Agreement: February 18, 2010 – June 30, 2010

Source of Funding: ISD ancillary funds

**Additional Administrative Content**

Created on 01/16/2010 at 11:33 AM by Elaine Swanson. Last update on 02/10/2010 by Elaine Swanson.

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

Meeting: 02/17/2010 Regular Meeting  
Category: 3, Consent Calendar  
Agenda Type: Action  
Public Access: Yes

**Agenda Item Content**

### **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****UNDER \$10,000**

IC Name: Williams, Teri

Services: Restaurant coordination for Chefs for Scholarships 2010 fundraising event

Payment Schedule/Compensation: Two payments of \$400, payable upon invoice on March 1 & September 19, for total compensation of \$800

Term of Agreement: March 2 – September 19, 2010

Source of Funding: Foundation Patrons funds

IC Name: See Below

Services: Judging events for Science Olympiad

Payment Schedule/Compensation: \$248 each due upon completion, for a total of \$2,232

Term of Agreement: March 1, 2010 – March 12, 2010

Source of Funding: General funds

Bernard, Patricia

Fusco, Judy

Grannell, Roswitha

Larson, Jeff

McKibben, James

McKibben, Patricia

Pierce, Patrick

Speakman, David

Wu, Ankuo

IC Name: Osborne, Russell

Services: Welcome Back Day Entertainment

Payment Schedule/Compensation: Onetime payment of \$350, due February 18, 2010

Term of Agreement: February 10, 2010

Source of Funding: Associated Students funds

**Additional Administrative Content**

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

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

**Agenda Item Content****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.

**\$10,000 AND OVER**

IC Name: Drive By Press c/o Ryan O'Malley

Date: February 18-19, 2010

Services: To provide a two-day printmaking demonstration for the Art Pavilion and Art Department

Payment Schedule/Compensation: \$800.00 one-time payment upon submittal of invoice for services provided from Visual and Performing Arts funds

**Additional Administrative Content**

Created: 01/15/2010 by SCAMP/Lynette Wilson Last updated: 02/10/2010 by SCAMP/Lynette Wilson

**3.05.04 Authorization for Independent Contractors - District**

Meeting: 02/17/2010 Regular Meeting  
 Category: 3. Consent Calendar  
 Agenda Type: Action (Consent)  
 Public Access: Yes

**Agenda Item Content****3.05.04 Authorization for Independent Contractors - District**

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**

**Independent Contractor Agreement - DIST**

Professional Personnel Leasing (PPL), Incorporated, (DIST) to serve as an independent contractor pursuant to the PPL's consulting Agreement, to provide professional and administrative services to the Coast Community College District. Contractor shall assign subcontractor Ed Frantantaro to consult and advise the Vice President of Instruction at Orange Coast College on the operation of the Business Division beginning February 18, 2010, and not to extend beyond June 30, 2010. Payment of \$498.18 per day to subcontractor, and 20% of contracted services paid to PPL, from District funds. See Attachment #1.

Fiscal Impact: PPL and subcontractor combined total not to exceed \$50,000.

**Additional Administrative Content**

Created on 01/16/2010 at 11:22 AM by COCB/csyv. Last updated on 02/16/2010 by C. Lisa Reser.

**Agenda Item****3.05.05 Authorization for Professional Development Program**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content****3.05.05 Authorization for Professional Development Program**

NONE

**Additional Administrative Content**

Created on 01/16/2010 at 11:52 AM by Kristeen Stenger. Last updated on 02/10/2010 by Christian Cole.

## Agenda Item

### 3.05.06 Authorization for Staff Development - Coastline Community College

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

## Agenda Item Content

### 3.05.06 Authorization for Community Activities - Coastline Community College

NONE

## Additional Administrative Content

Created on 01/16/2010 at 11:32 AM by Laurie Swanson. Last updated on 02/10/2010 by Christian Teale.

## Agenda Item

### 3.05.07 Authorization for Staff Development - Golden West College

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

## Agenda Item Content

### 3.05.07 Authorization for Staff Development - Golden West College

School of Nursing Department Symposium

Date(s): April 26, 2010

Purpose: Faculty training in effective teaching strategies, as well as use of simulation-immersion techniques in determining the achievement of course SLOs.

Cost/Purpose/Funding Source: \$450 for food and additional expenses from IPD and Foundation funds.

## Additional Administrative Content

Created on 01/16/2010 at 11:54 AM by D. Smith. Last updated on 02/11/2010 by Christine L. Smith.

**3.05.08 Authorization for Staff Development - Orange Coast College**

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

**Agenda Item Content****3.05.08 Authorization for Staff Development - Orange Coast College**

Hobbs, Jeffrey, Director of Communications & Marketing, to attend Fort Hays State University, Hays, Kansas, via online and consortium, beginning spring, 2010, in pursuit of a Master's degree in Organizational Leadership. Reimbursement of annual tuition and books NTE \$3,000 to be paid from Management Professional Development funds.

**Additional Administrative Content**

Created on 01/16/2010 at 11:22 AM by Lynnette Minton. Last updated on 02/10/2010 by Lynnette Minton.

## Agenda Item

### 3.05.09 Authorization for Staff Development - District

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

## Agenda Item Content

### 3.05.09 Authorization for Staff Development - District

NONE

## Additional Administrative Content

Created on 01/18/2010 at 11:32 AM by CCCD Admin. Last update on 02/10/2010 by Christian Reiter.

**3.06 FINANCIAL APPROVALS**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

**3.06 Financial Approvals**

**Additional Administrative Content**

Created on 01/16/2010 at 11:32 AM by Jodi Rodriguez. Last update on 02/10/2010 by Jodi Rodriguez.

**3.06.01 Approval of Purchase Orders**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

**3.06.01 Approval of Purchase Orders**



PurchaseOrderDIST.pdf

**Additional Administrative Content**

Created on 01/16/2010 at 11:22 AM by CCOCD Furch Last update on 02/10/2010 by Tracey Sanders

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0319329	Dynamic Animation Systems Inc Lease of Virtual Interactive Combat Environment training system (V.I.C.E.) Board Date: 11/04/09	GWC	6415	240,000.00
P0319372	Systems Technology Associates Inc SMA for HP Server	DIS	5638	48,846.15
P0319356	Computerland of Silicon Valley Software upgrade for Career Tech Ed	GWC	5699	40,890.01
P0319357	Dell Higher Education Computer hardware/software infrastructure upgrade	DIS	6401	31,786.47
P0319413	AT&T SMA for telephone equipment	GWC	5638	29,374.93
P0319365	Drager Inc ICU Neonatal Respiratory Ventilator System	OCC	6405	25,814.24
P0319367	Drew & Associates IC District Site Grant Research & Writing. Board Date: 01/20/10	DIS	5899	20,000.00
P0319360	Coastal Resources Mgmt Labor-Permitting & Preparation of Eelgrass Mitigation(GOB) Board Date: 11/4/09	OCC-GB	5899	17,000.00
P0319406	Amuras Inc Computer notebooks for Career Tech Ed.	GWC	6412	15,301.12
P0319380	Vital Link Orange County Open PO to provide services per Project Workplan Grant. Board Date: 10/15/08	DIS	5899	13,817.77
P0319366	Education 4 Work Career Development Collaborative Grant Activities. Board Date: 07/01/09	OCC	5899	11,500.00
P0319343	Guardian Power Protection Services Inc SMA for server equipment	OCC	5638	10,074.29
P0319373	Action Mailing Inc Open PO for mailing services	CCC	4310	10,000.00
P0319328	Interpipe Contracting Inc	OCC-GB	5899	8,000.00
P0319379	Physician Sales & Service	GWC	4312	8,000.00
P0319394	Edwards Service	OCC-GB	6250	6,497.00
P0319358	Blue Sky Outfitters	GWC	4312	6,475.69
P0319410	Total Recall Captioning Inc	CCC	5899	6,200.00
P0319412	Certified Transportation Serv	OCC	5857	5,400.00
P0319408	CDWG	CCC	6412	5,138.44
P0319349	OC Wholesale Flowers	GWC	4312	4,500.00
P0319339	GWC Bookstore	GWC	7605	4,266.70
P0319334	Auto Enginuity LLC	GWC	6411	4,190.00
P0319399	Benner Metals Corp	OCC	4312	3,985.00
P0319382	Human Resource Marketing Services Inc	OCC	5899	3,825.00
P0319332	OC Wholesale Flowers	GWC	4312	3,500.00

## Purchase Orders

P0319377	Samuelian, Stephen	OCC	5112	3,000.00
P0319383	AJ Kirkwood & Associates Inc	OCC	4312	2,994.78
P0319362	Applied Measurement Professionals Inc	OCC	4312	2,892.76
P0319398	Party Makers/Orange Coast Events	OCC	5682	2,700.00
P0319404	Dell Higher Education	CCC	4315	2,638.12
P0319333	Shinoda Design Center Inc	GWC	4312	2,500.00
P0319411	Infinity Designs	CCC	4321	2,365.31
P0319387	San Diego Police Equip Co	GWC	4312	2,290.26
P0319346	Pride Sash	OCC	7601	2,277.00
P0319338	Shinoda Design Center Inc	GWC	4312	2,250.00
P0319336	Elsevier	GWC	4312	2,222.20
P0319401	HB Union High School District	OCC	5857	2,100.00
P0319337	A to Z Wholesale Floral Supply Inc	GWC	4312	2,000.00
P0319407	GovConnection Inc	DIS	6412	1,970.12
P0319375	Office Depot	CCC	4312	1,870.19
P0319403	Dell Higher Education	GWC	6412	1,858.25
P0319386	Grainger	GWC	6411	1,645.28
P0319364	AAA Flag & Banner Mfg Co Inc	DIS	4321	1,623.09
P0319344	New Readers Press	OCC	4312	1,566.95
P0319342	CDWG	CCC	4315	1,533.38
P0319378	Samuelian, Stephen	OCC	5112	1,525.00
P0319327	ALD Security Innovations	CCC	4315	1,469.11
P0319374	Automatic Boiler Co	GWC	5899	1,440.00
P0319409	Comodo CA Ltd	GWC	5638	1,347.85
P0319335	SPX Corp	GWC	6411	1,292.06
P0319331	Shamrock Scientific Specialty Systems Inc	GWC	4312	1,000.00
P0319384	Graphic Machinery	CCC	4310	900.00
P0319341	Computerland of Silicon Valley	CCC	5699	890.66
P0319369	Cone Instruments LLC	OCC	4312	666.75
P0319402	Placentia-Yorba Linda USD	OCC	5857	640.00
P0319381	Scantron Corp	OCC	5638	630.00
P0319361	Greenleigh & Wong Technical Services LLC	OCC	4401	624.27
P0319396	Newport-Mesa Unified Sch Dist	OCC	5857	575.00
P0319345	Home Depot	OCC	4312	563.73
P0319368	Pivot Point International Inc	OCC	4312	530.68
P0319330	Fisher Scientific	GWC	4312	500.00
P0319347	Kingsbridge Int'l Investments Ltd	OCC	5850	450.00
P0319340	Fry's Electronics	CCC	4312	449.72
P0319353	GWC Bookstore	GWC	4312	400.00
P0319376	Sehi Computer Products Inc	OCC	5638	390.12
P0319388	San Diego Police Equip Co	GWC	4312	363.91
P0319370	CTI-Valueline	OCC	4312	360.00
P0319348	Western Highway	GWC	4312	356.20
P0319389	Vocational Biographies Inc	GWC	5306	316.00
P0319354	GWC Bookstore	GWC	4312	300.00
P0319355	ALEIR	GWC	5699	300.00
P0319400	Los Alamitos Unif School Dist	OCC	5857	250.00

Purchase Orders

P0319350	Home Depot	GWC	4312	200.00
P0319351	Office Depot	GWC	4312	200.00
P0319352	Art Supply Warehouse	GWC	4312	200.00
P0319395	Tustin Unified School District	OCC	5857	200.00
P0319391	Chronicle Guidance Publications Inc	GWC	5306	172.00
P0319385	Precision Dynamics Corp	GWC	4312	159.41
P0319390	Finney Company	GWC	5306	152.94
P0319397	Saddleback Valley USD	OCC	5857	140.00
P0319393	Jist Publishing	GWC	4285	130.33
P0319359	Office Depot	DIS	4312	92.66
P0319392	College & Career Press	GWC	5306	75.00
P0319363	Yale Chase Materials Handling Inc	OCC	5657	55.68
	<b>Total</b>			<b><u>\$648,989.58</u></b>

Object Code Legend

3000-3999	Staff Benefits
4200-4299	Books, Replacement of
4300-4799	Supplies/Printing
5100-5199	Consultants/Lecturers
5200-5299	Conferences/Travel
5300-5399	Dues/Memberships/Subscriptions
5400-5499	Insurance
5500-5599	Utilities/Services/Contracts
5600-5601	Film Rental
5630-5673	Repairs/Equipment and Facilities
5682-5699	Lease/Rentals
5700-5899	Other Expense of Operations
6100-6299	Site/Site Improvements/Building
6300-6399	Books, New Acquisitions
6400-6499	Equipment, New/Replacement

**3.06.02 Ratification/Approval of Checks**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

**3.06.02 Ratification/Approval of Checks**



Check Approval.pdf



ATT42880.pdf

**Additional Administrative Content**

Created on 01/16/2010 at 11:32 AM by CcCDBridge. Last updated on 02/17/2010 by Ch. Stan Jester.

0139625	PacifiCare of California Medical Premiums	549,897.98
0139736	Medco Health Solutions Inc Medical Prescription Claims	329,512.82
0139734	Kaiser Permanente Medical Premiums	262,225.79
0139732	Coast Community College Dist. Medical Claims	197,447.47
0139624	Keenan & Associates Protected Insurance Program for Schools (PIPS)	169,039.00
0139569	Official Payments Corp Web credit card payment fees.	64,623.31
0139836	OCC Associated Students College Service Charges	60,096.58
0139730	Painting and Decor LTD College Center Exterior Metal Panels Restoration	56,835.00
0139645	Avalon Center at Garden Grove Lease payment for One-Stop Center, Westminster	44,247.71
0139856	Southern Calif Edison Co	24,281.41
0139622	Innovation Wireless LLC	23,192.00
0139817	LaunchPad Careers Inc	20,000.00
0139526	CCCD Student Refunds	17,962.54
0139617	Xerox Corp	17,428.40
0139671	Goodwill Industries of OC	15,586.25
0139531	Constellation New Energy Inc	15,486.09
0139835	OCC Ancillary#1000-247500-8070	13,100.00
0139591	Southern Counties Oil Co	12,893.30
0139689	OC Auditor-Controller	12,499.00
0139773	Bob's Shade & Linoleum	11,741.88
0139840	Pocket Nurse	10,675.98
0139657	Climatec Building Technologies Group	10,577.00
0139548	Jobelephant.com Inc	10,371.25
0139731	Tint Pros	9,992.00
0139527	CDWG	9,724.06
0139716	Xerox Corp	9,711.40
0139601	The Gas Company	9,354.46
0139626	PacifiCare of California	9,153.90
0139600	The Gas Company	8,762.56
0139764	Atkinson, Andelson, Loya, Ruud & Romo	8,725.00
0139653	Calif Design Printing & Marketing	7,500.00
0139720	OCC Food Services	6,742.37
0139633	Allyance Communications Inc	6,274.15
0139652	Business Properties	5,392.27
0139865	Trane U.S. Inc	5,293.00
0139864	Townsend Public Affairs Inc	5,240.00
0139660	Corix Utilities	5,200.00
0139867	Union Bank of California	4,885.72
0139851	Sehi Computer Products Inc	4,846.79

0139648	Barr Technologies Inc	4,377.84
0139687	Mesa Consolidated Water Dist	4,125.86
0139664	Declues, Burkett & Thompson, LLP	4,076.75
0139871	Vital Link Orange County	4,000.00
0139597	Yong Tang	3,900.00
0139655	CDWG	3,743.85
0139892	Vision Service Plan	3,592.70
0139759	AT&T	3,576.37
0139695	Professional Turf Specialties Inc	3,500.00
0139623	CCCD Workers Comp Trust Fund	3,498.95
0139742	Action Door Repair Corp	3,441.56
0139735	Kaiser Permanente	3,426.15
0139816	Knorr Systems Inc	3,310.20
0139795	Dell Higher Education	3,274.59
0139804	GWC Bookstore	3,141.91
0139718	YourCampus360 LLC	3,000.00
0139530	Coast Community College District	2,929.23
0139627	AA Equipment	2,659.10
0139691	Open Media Co	2,536.19
0139606	Union Bank of California	2,532.69
0139802	Richard Ghidella	2,500.00
0139743	ADI	2,436.79
0139615	Mary Whittaker	2,422.01
0139830	NCS Pearson Inc	2,381.93
0139868	Verizon California	2,342.11
0139829	MSC Industrial Supply	2,323.33
0139532	Dell Higher Education	2,225.71
0139879	Yosemite Water	2,135.91
0139861	Time Dated Services	2,100.00
0139658	Coastline Equipment	2,023.48
0139715	Waxie Sanitary Supply	2,017.71
0139630	Agriserve Pest Control	2,000.00
0139813	Ralph Jagodka	2,000.00
0139819	Steve Linthicum	2,000.00
0139880	Lale Yurtseven	2,000.00
0139888	CCCD Workers Comp Trust Fund	1,986.97
0139772	Blue Sky Outfitters	1,911.13
0139661	CR & R	1,884.72
0139793	CR & R	1,832.41
0139551	Joint Review Comm/Ed Rad Tech	1,800.00
0139642	AT&T	1,794.24
0139611	Verizon Wireless	1,771.19
0139688	Nextel Communications	1,764.56
0139616	Susan Wilcox	1,750.00
0139561	Mobile Modular Management Corp	1,738.91
0139826	Mobile Modular Management Corp	1,738.91
0139832	Nextel Communications	1,734.68
0139565	Nebraska Scientific	1,722.25
0139709	TechRoom Inc	1,500.00

0139805	Thomas Hallgren	1,500.00
0139628	Aberdeen Captioning Inc	1,496.00
0139557	Maquet Inc	1,485.52
0139873	Waxie Sanitary Supply	1,478.82
0139665	Dell Higher Education	1,464.30
0139852	Shinoda Design Center Inc	1,436.65
0139712	Troxell Communication Inc	1,411.58
0139837	Office Depot	1,389.96
0139825	Mettler-Toledo Inc	1,383.00
0139828	Montgomery Hardware Co	1,340.02
0139585	Shell Oil	1,339.41
0139760	AT&T	1,317.73
0139831	Newport-Mesa Unified Sch Dist	1,241.42
0139673	GWC Food Services	1,152.01
0139666	Dept of Justice	1,124.00
0139571	Physician Sales & Service	1,107.65
0139634	John Altobelli	1,100.00
0139794	Day & Nite Door Service	1,099.00
0139859	Tangram	1,097.15
0139646	Baker & Taylor	1,074.88
0139641	AT&T	1,065.62
0139857	Spicers Paper Inc	1,053.66
0139843	Real Goods Solar Living Institute	1,050.00
0139823	Medical Resources	1,045.72
0139792	Corix Utilities	1,040.00
0139544	Hasler Financial Services	1,029.52
0139552	Joint Review Comm/Ed Rad Tech	1,000.00
0139875	Susan Wilcox	1,000.00
0139810	Ikon Office Solutions	988.16
0139603	Thomson West	951.11
0139713	Walters Wholesale Electric Co	938.58
0139596	SunGard Higher Education Inc	925.00
0139834	OCC Ancillary 1000-247500-5120	898.00
0139590	Smith Pipe & Supply Inc	884.39
0139594	SunGard Higher Education Inc	875.00
0139595	SunGard Higher Education Inc	875.00
0139801	Ganahl Lumber Co	874.48
0139629	Action Door Repair Corp	874.00
0139750	Assn of Comm College Trustees	839.00
0139703	Matthew Simpson	820.46
0139866	Tremco Inc	811.32
0139559	Ernest Maurer	808.00
0139771	Biopac Systems Inc	800.20
0139808	Home Depot	800.18
0139663	DataPipe Inc	800.00
0139708	Storefront Door Repair	792.06
0139568	Office Depot	791.84
0139580	James Reck	788.00
0139519	William Breece	783.00

0139555	Haedeh Khamneian	763.00
0139507	Aircraft Spruce & Specialty Co	756.22
0139550	Joint Review Comm/Cardiovasc	750.00
0139604	TRL Systems Inc	750.00
0139717	Yale Chase Materials Handling Inc	748.15
0139582	Rutan & Tucker, LLP	728.47
0139769	Baytek Engineering LLC	725.00
0139889	Delta Health Systems	718.75
0139848	SC Sign & Supply LLC	716.66
0139541	Cecelia Galassi	708.00
0139669	Kimberly Garrison	700.00
0139686	Shana Menaker	700.00
0139839	Photolibrary Group Inc	699.00
0139820	Mariposa Women & Family Center	680.00
0139807	Hewlett Packard	663.27
0139811	Intuit Inc	663.27
0139877	Workplace Resource	657.94
0139704	Smith Pipe & Supply Inc	656.85
0139546	Home Depot	649.50
0139567	OCE'	645.11
0139711	Kathie Tran	641.68
0139535	Electronic Midi Services	627.18
0139539	Fry's Electronics	623.33
0139651	Builders Security Locks & Ser	620.96
0139588	Smardan Supply Co- Orange Coast	616.91
0139528	Certified Transportation Serv	616.04
0139573	Prado Olympic Shooting Park	600.00
0139814	Johnstone Supply	591.09
0139554	Key Equipment Finance	578.55
0139659	Joan Cordova	577.11
0139654	Camel Financial Inc	573.18
0139766	B & P Services Inc	545.63
0139776	Business Office Solutions	544.08
0139681	Landauer Inc	521.66
0139517	BJ Bindery Inc	516.56
0139706	Southern Calif Edison Co	514.64
0139824	Merck Vaccines	503.14
0139543	Great Western Sanitary Supply	500.25
0139599	Tethys Solutions LLC	495.00
0139570	Orange Coast Auto Repair	493.13
0139699	Saddleback Materials Co Inc	491.82
0139668	Federal Express Corp	483.00
0139566	Nextel Communications	480.06
0139694	Pocket Nurse	466.20
0139583	SC Sign & Supply LLC	464.36
0139738	Newport Urgent Care	464.00
0139878	Xerox Corp	461.28
0139515	Baudville Inc	453.00
0139598	Christian Teeter	452.60

0139612	Wards Natural Science	445.83
0139775	Burke Engineering	435.53
0139797	Edits	416.32
0139841	Premier Office Services Co	412.53
0139678	Iron Grip Barbell Co	409.99
0139780	Certified Transportation Serv	409.02
0139558	Elias Marron	398.00
0139854	Smardan Supply Co- Orange Coast	397.80
0139778	CCCAOE	395.00
0139779	CCCAOE	395.00
0139504	ABC Companies	394.99
0139572	Port Supply	389.04
0139784	Community College League of Calif	385.00
0139786	Community College League of Calif	385.00
0139788	Community College League of Calif	385.00
0139702	Simmons, Doreen	374.50
0139812	Irvine Pipe & Supply	371.87
0139806	Hauri, Kevin M	361.83
0139701	Siemens Water Technologies Corp	360.43
0139800	Fisher Scientific	360.43
0139692	Pacific Coast Entertainment	358.04
0139533	Demco Inc	357.22
0139876	Wilson, Angelica	356.15
0139844	Registrations for You	355.00
0139845	Registrations for You	355.00
0139677	Home Depot	351.38
0139637	Apex Audio Inc	350.18
0139682	Largest Mixer	350.00
0139650	Chandulal Brahmhatt	348.29
0139518	Lisa Bloomfield	344.00
0139613	Michael Warner	344.00
0139846	Rodriguez Jr., Teofilo	335.60
0139698	Rancho Vista Landscaping Inc	330.00
0139556	Susan Lee Warren	329.00
0139605	Truc Par Co	326.20
0139560	Mesa Consolidated Water Dist	324.16
0139744	Airgas West Inc	318.48
0139511	B & H Photo-Video	309.00
0139538	Fisher Scientific	308.55
0139791	Consolidated Electrical Dist	308.40
0139524	CCC Chief Student Services Admin Assn (CCCCS	300.00
0139774	James Brown	300.00
0139513	Baker & Taylor	295.82
0139636	American Red Cross	295.00
0139667	Corine Doughty	294.24
0139632	Alan's Lawnmower & Garden Ctr Inc	289.25
0139847	Safety 1st Pest Control Inc	283.50
0139818	LINKS Sign Language & Interpreting Services	279.00
0139512	B & P Services Inc	276.25

0139741	Academic Senate	275.00
0139756	AT&T	272.90
0139785	Community College League of Calif	265.00
0139796	Dunn Edwards	263.31
0139787	Community College League of Calif	255.00
0139789	Community College League of Calif	255.00
0139833	OC Wholesale Flowers	251.21
0139563	MT Walker Co	250.00
0139754	AT&T	246.70
0139525	CCC Petty Cash	243.14
0139635	American Red Cross	240.00
0139647	Baker Rentals & Sales Inc	240.00
0139690	OC Register	238.64
0139722	Smart & Final	235.36
0139770	Beneley, Cale	235.05
0139534	ECS Refining	227.70
0139508	Alexander, Alex	225.00
0139547	Iron Mountain Records Mgmt	219.74
0139610	Verizon California	214.27
0139749	Lydia Arbizu	211.03
0139733	Coastal Family Medicine	209.00
0139740	Westcliff Medical Lab	209.00
0139618	Xerox Corp	204.27
0139719	Home Depot	201.91
0139748	Aquatic Eco-Systems Inc	200.39
0139870	Virtual Freelance Network	200.00
0139619	Zep Manufacturing Co	199.18
0139589	Smart & Final	196.51
0139881	Orkin Inc	196.00
0139767	Barry Asher's Custom Embroidery	192.50
0139549	Johnstone Supply	189.00
0139586	Siemens Water Technologies Corp	188.76
0139662	Ding-Jo Currie	180.00
0139827	Model Glass & Mirror	180.00
0139540	Fuller Engineering Inc	174.65
0139514	Barnes & Noble Inc	174.00
0139809	Hub Auto Supply	171.38
0139562	Mr B's Lawnmower & Saw Shop	168.98
0139763	AT&T	168.73
0139602	The Shredders	168.00
0139768	Battery Systems Inc	163.04
0139737	Memorial Prompt Care Medical Group	160.00
0139593	Storage Place	150.00
0139874	Westcliff Medical Lab	150.00
0139639	AT&T	149.53
0139505	Accent Florist	146.81
0139755	AT&T	145.51
0139506	Air Filter Depot	145.46
0139803	Grainger	144.99

0139747	American Red Cross	140.00
0139798	Ewing Irrigation Products	139.94
0139752	AT&T	133.83
0139745	Alan's Lawnmower & Garden Ctr Inc	133.39
0139614	Wells Supply Co	130.50
0139850	Security Signal Devices	126.95
0139522	Carolina Biological Supply	126.04
0139542	Genuine Aircraft Hardware	124.50
0139529	CIT Technology Fin Serv Inc	123.98
0139872	Water Tech Ag Supply	123.54
0139753	AT&T	123.11
0139853	Siemens Water Technologies Corp	115.57
0139855	SoCal Office Technologies Inc	114.11
0139739	Schlossberg & Umholtz	112.00
0139707	Stater Brothers	111.44
0139644	AT&T	109.92
0139520	Cameron Welding Supply	109.11
0139521	Captain's Nautical Supplies Inc	101.71
0139679	Kelly Paper	101.21
0139685	Shana Menaker	100.00
0139523	Caston Office Solutions	99.48
0139721	Orkin Inc	98.00
0139649	BJ Bindery Inc	97.88
0139762	AT&T	96.94
0139581	Rhino Electric Supply	96.37
0139765	Austin Hardwoods	95.76
0139757	AT&T	91.49
0139821	McMaster-Carr	85.92
0139862	Time Warner Cable	82.90
0139822	Medco Supply Co	81.40
0139516	Bernan Associates	80.00
0139710	Toshiba Business Solutions	79.02
0139863	Toshiba Business Solutions	79.02
0139607	USA Mobility Wireless Inc	78.12
0139869	Verizon California	69.59
0139584	Security Signal Devices	68.00
0139696	Prudential Overall Supply Co	66.77
0139799	Federal Express Corp	64.15
0139693	Hai Pham	63.80
0139705	Thomas Snyder	62.86
0139761	AT&T	60.22
0139849	Seal's Health Care	57.00
0139783	Community College League of Calif	55.00
0139684	Linda Mellor	53.49
0139790	Community College League of Calif	50.00
0139683	Deborah Lewis	48.73
0139676	Hitt Marking Devices Inc	44.58
0139592	Stater Brothers	43.57
0139891	Vision Service Plan	38.85

0139640	AT&T	38.04
0139680	Isabelle Krasney	37.35
0139670	Glenn's Alignment	36.90
0139536	Eversoft	36.54
0139638	Cristina Arellano	36.16
0139782	Commercial Landscape Supply	35.89
0139609	USA Mobility Wireless Inc	35.84
0139674	Hardy Diagnostics	33.20
0139746	Allied Refrigeration Inc	30.86
0139643	AT&T	30.55
0139608	USA Mobility Wireless Inc	30.28
0139537	Federal Express Corp	30.14
0139564	Mutual Liquid Gas & Equipment	30.00
0139700	Security Signal Devices	29.95
0139672	Grainger	29.46
0139751	AT&T	28.15
0139781	City of Huntington Beach	27.22
0139545	Henry Schein Inc	26.08
0139860	The Gas Company	25.88
0139777	Captain's Nautical Supplies Inc	25.74
0139553	Kelly Paper	25.63
0139631	Aircraft Spruce & Specialty Co	23.11
0139675	Leslie Hargrove	22.28
0139838	Pacific Coast Entertainment	21.64
0139587	Sims-Orange Welding Supply Inc	19.24
0139882	Stater Brothers	19.16
0139574	Prudential Overall Supply Co	19.11
0139576	Prudential Overall Supply Co	19.11
0139578	Prudential Overall Supply Co	19.11
0139697	Prudential Overall Supply Co	19.10
0139575	Prudential Overall Supply Co	18.62
0139577	Prudential Overall Supply Co	18.62
0139579	Prudential Overall Supply Co	18.62
0139815	Kelly Paper	13.51
0139510	AT&T	13.32
0139890	Stone River Pharmacy Solutions	11.47
0139758	AT&T	11.36
0139842	PSI Group Inc	10.13
0139656	City Of Newport Beach	8.75
0139509	AT&T	8.40
0139723	Stater Brothers	7.99
0139858	TALX Corp	7.80
0139714	Wards Natural Science	0.57

**Total****\$ 2,401,160.49**

0139625	PacifiCare of California Medical Premiums	549,897.98
0139736	Medco Health Solutions Inc Medical Prescription Claims	329,512.82
0139734	Kaiser Permanente Medical Premiums	262,225.79
0139732	Coast Community College Dist. Medical Claims	197,447.47
0139624	Keenan & Associates Protected Insurance Program for Schools (PIPS)	169,039.00
0139569	Official Payments Corp Web credit card payment fees.	64,623.31
0139836	OCC Associated Students College Service Charges	60,096.58
0139730	Painting and Decor LTD College Center Exterior Metal Panels Restoration	56,835.00
0139645	Avalon Center at Garden Grove Lease payment for One-Stop Center, Westminster	44,247.71
0139856	Southern Calif Edison Co	24,281.41
0139622	Innovation Wireless LLC	23,192.00
0139817	LaunchPad Careers Inc	20,000.00
0139526	CCCD Student Refunds	17,962.54
0139617	Xerox Corp	17,428.40
0139671	Goodwill Industries of OC	15,586.25
0139531	Constellation New Energy Inc	15,486.09
0139835	OCC Ancillary#1000-247500-8070	13,100.00
0139591	Southern Counties Oil Co	12,893.30
0139689	OC Auditor-Controller	12,499.00
0139773	Bob's Shade & Linoleum	11,741.88
0139840	Pocket Nurse	10,675.98
0139657	Climatec Building Technologies Group	10,577.00
0139548	Jobelephant.com Inc	10,371.25
0139731	Tint Pros	9,992.00
0139527	CDWG	9,724.06
0139716	Xerox Corp	9,711.40
0139601	The Gas Company	9,354.46
0139626	PacifiCare of California	9,153.90
0139600	The Gas Company	8,762.56
0139764	Atkinson, Andelson, Loya, Ruud & Romo	8,725.00
0139653	Calif Design Printing & Marketing	7,500.00
0139720	OCC Food Services	6,742.37
0139633	Allyance Communications Inc	6,274.15
0139652	Business Properties	5,392.27
0139865	Trane U.S. Inc	5,293.00
0139864	Townsend Public Affairs Inc	5,240.00
0139660	Corix Utilities	5,200.00
0139867	Union Bank of California	4,885.72
0139851	Sehi Computer Products Inc	4,846.79

0139648	Barr Technologies Inc	4,377.84
0139687	Mesa Consolidated Water Dist	4,125.86
0139664	Declues, Burkett & Thompson, LLP	4,076.75
0139871	Vital Link Orange County	4,000.00
0139597	Yong Tang	3,900.00
0139655	CDWG	3,743.85
0139892	Vision Service Plan	3,592.70
0139759	AT&T	3,576.37
0139695	Professional Turf Specialties Inc	3,500.00
0139623	CCCD Workers Comp Trust Fund	3,498.95
0139742	Action Door Repair Corp	3,441.56
0139735	Kaiser Permanente	3,426.15
0139816	Knorr Systems Inc	3,310.20
0139795	Dell Higher Education	3,274.59
0139804	GWC Bookstore	3,141.91
0139718	YourCampus360 LLC	3,000.00
0139530	Coast Community College District	2,929.23
0139627	AA Equipment	2,659.10
0139691	Open Media Co	2,536.19
0139606	Union Bank of California	2,532.69
0139802	Richard Ghidella	2,500.00
0139743	ADI	2,436.79
0139615	Mary Whittaker	2,422.01
0139830	NCS Pearson Inc	2,381.93
0139868	Verizon California	2,342.11
0139829	MSC Industrial Supply	2,323.33
0139532	Dell Higher Education	2,225.71
0139879	Yosemite Water	2,135.91
0139861	Time Dated Services	2,100.00
0139658	Coastline Equipment	2,023.48
0139715	Waxie Sanitary Supply	2,017.71
0139630	Agriserve Pest Control	2,000.00
0139813	Ralph Jagodka	2,000.00
0139819	Steve Linthicum	2,000.00
0139880	Lale Yurtseven	2,000.00
0139888	CCCD Workers Comp Trust Fund	1,986.97
0139772	Blue Sky Outfitters	1,911.13
0139661	CR & R	1,884.72
0139793	CR & R	1,832.41
0139551	Joint Review Comm/Ed Rad Tech	1,800.00
0139642	AT&T	1,794.24
0139611	Verizon Wireless	1,771.19
0139688	Nextel Communications	1,764.56
0139616	Susan Wilcox	1,750.00
0139561	Mobile Modular Management Corp	1,738.91
0139826	Mobile Modular Management Corp	1,738.91
0139832	Nextel Communications	1,734.68
0139565	Nebraska Scientific	1,722.25
0139709	TechRoom Inc	1,500.00

0139805	Thomas Hallgren	1,500.00
0139628	Aberdeen Captioning Inc	1,496.00
0139557	Maquet Inc	1,485.52
0139873	Waxie Sanitary Supply	1,478.82
0139665	Dell Higher Education	1,464.30
0139852	Shinoda Design Center Inc	1,436.65
0139712	Troxell Communication Inc	1,411.58
0139837	Office Depot	1,389.96
0139825	Mettler-Toledo Inc	1,383.00
0139828	Montgomery Hardware Co	1,340.02
0139585	Shell Oil	1,339.41
0139760	AT&T	1,317.73
0139831	Newport-Mesa Unified Sch Dist	1,241.42
0139673	GWC Food Services	1,152.01
0139666	Dept of Justice	1,124.00
0139571	Physician Sales & Service	1,107.65
0139634	John Altobelli	1,100.00
0139794	Day & Nite Door Service	1,099.00
0139859	Tangram	1,097.15
0139646	Baker & Taylor	1,074.88
0139641	AT&T	1,065.62
0139857	Spicers Paper Inc	1,053.66
0139843	Real Goods Solar Living Institute	1,050.00
0139823	Medical Resources	1,045.72
0139792	Corix Utilities	1,040.00
0139544	Hasler Financial Services	1,029.52
0139552	Joint Review Comm/Ed Rad Tech	1,000.00
0139875	Susan Wilcox	1,000.00
0139810	Ikon Office Solutions	988.16
0139603	Thomson West	951.11
0139713	Walters Wholesale Electric Co	938.58
0139596	SunGard Higher Education Inc	925.00
0139834	OCC Ancillary 1000-247500-5120	898.00
0139590	Smith Pipe & Supply Inc	884.39
0139594	SunGard Higher Education Inc	875.00
0139595	SunGard Higher Education Inc	875.00
0139801	Ganahl Lumber Co	874.48
0139629	Action Door Repair Corp	874.00
0139750	Assn of Comm College Trustees	839.00
0139703	Matthew Simpson	820.46
0139866	Tremco Inc	811.32
0139559	Ernest Maurer	808.00
0139771	Biopac Systems Inc	800.20
0139808	Home Depot	800.18
0139663	DataPipe Inc	800.00
0139708	Storefront Door Repair	792.06
0139568	Office Depot	791.84
0139580	James Reck	788.00
0139519	William Breece	783.00

0139555	Haedeh Khamneian	763.00
0139507	Aircraft Spruce & Specialty Co	756.22
0139550	Joint Review Comm/Cardiovasc	750.00
0139604	TRL Systems Inc	750.00
0139717	Yale Chase Materials Handling Inc	748.15
0139582	Rutan & Tucker, LLP	728.47
0139769	Baytek Engineering LLC	725.00
0139889	Delta Health Systems	718.75
0139848	SC Sign & Supply LLC	716.66
0139541	Cecelia Galassi	708.00
0139669	Kimberly Garrison	700.00
0139686	Shana Menaker	700.00
0139839	Photolibrary Group Inc	699.00
0139820	Mariposa Women & Family Center	680.00
0139807	Hewlett Packard	663.27
0139811	Intuit Inc	663.27
0139877	Workplace Resource	657.94
0139704	Smith Pipe & Supply Inc	656.85
0139546	Home Depot	649.50
0139567	OCE'	645.11
0139711	Kathie Tran	641.68
0139535	Electronic Midi Services	627.18
0139539	Fry's Electronics	623.33
0139651	Builders Security Locks & Ser	620.96
0139588	Smardan Supply Co- Orange Coast	616.91
0139528	Certified Transportation Serv	616.04
0139573	Prado Olympic Shooting Park	600.00
0139814	Johnstone Supply	591.09
0139554	Key Equipment Finance	578.55
0139659	Joan Cordova	577.11
0139654	Camel Financial Inc	573.18
0139766	B & P Services Inc	545.63
0139776	Business Office Solutions	544.08
0139681	Landauer Inc	521.66
0139517	BJ Bindery Inc	516.56
0139706	Southern Calif Edison Co	514.64
0139824	Merck Vaccines	503.14
0139543	Great Western Sanitary Supply	500.25
0139599	Tethys Solutions LLC	495.00
0139570	Orange Coast Auto Repair	493.13
0139699	Saddleback Materials Co Inc	491.82
0139668	Federal Express Corp	483.00
0139566	Nextel Communications	480.06
0139694	Pocket Nurse	466.20
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0139755	AT&T	145.51
0139506	Air Filter Depot	145.46
0139803	Grainger	144.99

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0139798	Ewing Irrigation Products	139.94
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0139745	Alan's Lawnmower & Garden Ctr Inc	133.39
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0139782	Commercial Landscape Supply	35.89
0139609	USA Mobility Wireless Inc	35.84
0139674	Hardy Diagnostics	33.20
0139746	Allied Refrigeration Inc	30.86
0139643	AT&T	30.55
0139608	USA Mobility Wireless Inc	30.28
0139537	Federal Express Corp	30.14
0139564	Mutual Liquid Gas & Equipment	30.00
0139700	Security Signal Devices	29.95
0139672	Grainger	29.46
0139751	AT&T	28.15
0139781	City of Huntington Beach	27.22
0139545	Henry Schein Inc	26.08
0139860	The Gas Company	25.88
0139777	Captain's Nautical Supplies Inc	25.74
0139553	Kelly Paper	25.63
0139631	Aircraft Spruce & Specialty Co	23.11
0139675	Leslie Hargrove	22.28
0139838	Pacific Coast Entertainment	21.64
0139587	Sims-Orange Welding Supply Inc	19.24
0139882	Stater Brothers	19.16
0139574	Prudential Overall Supply Co	19.11
0139576	Prudential Overall Supply Co	19.11
0139578	Prudential Overall Supply Co	19.11
0139697	Prudential Overall Supply Co	19.10
0139575	Prudential Overall Supply Co	18.62
0139577	Prudential Overall Supply Co	18.62
0139579	Prudential Overall Supply Co	18.62
0139815	Kelly Paper	13.51
0139510	AT&T	13.32
0139890	Stone River Pharmacy Solutions	11.47
0139758	AT&T	11.36
0139842	PSI Group Inc	10.13
0139656	City Of Newport Beach	8.75
0139509	AT&T	8.40
0139723	Stater Brothers	7.99
0139858	TALX Corp	7.80
0139714	Wards Natural Science	0.57

Total

\$ 2,401,160.49

**3.06.03 Check List for General Obligation Bond Fund**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content****3.06.03 Check List for General Obligation Bond Fund**

Check Approval Bond.pdf

**Additional Administrative Content**

Create: on 01/16/2010 at 11:02 AM by CCCDBldg; Last update on 02/19/2010 by Christian Teeter

NUMBER	NAME OF VENDOR	AMOUNT
0139884	Plumbing Piping & Construction Inc	436,346.19
	GWC Learning Resource Ctr Ph1	
0139727	TB Penick & Sons Inc	338,430.14
	GWC Learning Resource Ctr Ph1	
0139886	TB Penick & Sons Inc	215,406.45
	GWC Learning Resource Ctr Ph1	
0139725	SMC Construction Co	71,090.00
	OCC Science Facilities Upgrade Lewis	
0139729	Vector Resources Inc	51,132.97
	GWC Learning Resource Ctr Ph1	
0139728	TB Penick & Sons Inc	37,603.35
	GWC Learning Resource Ctr Ph1	
0139885	SMC Construction Co	24,364.12
0139887	TB Penick & Sons Inc	23,934.05
0139726	SMC Construction Co	7,900.00
0139620	Elite Construction Equipment Rental	1,127.30
0139883	ModSpace	761.26
0139724	MTGL	760.00
	<b>Total</b>	<b><u>\$1,208,855.83</u></b>

**Agenda Item****3.06.04 Authorization for Special Payments - Coastline Community College**

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

**Agenda Item Content****3.06.04 Authorization for Special Payments -  
Coastline Community College**

NONE

**Additional Administrative Content**

Created on 01/16/2010 at 11:32 AM by Laurie Swancut. Last Update on 02/10/2010 by Christine Tester.

**3.06.05 Authorization for Special Payments - Golden West College**

Meeting: 02/17/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

**Agenda Item Content**

**3.06.05 Authorization for Special Payments - Golden West College**

**Additional Administrative Content**

NONE

Created on 01/16/2010 at 11:32 AM by Christina Iwan. Last updated on 02/10/2010 by Christian Tabor.

## Agenda Item

### 3.06.06 Authorization for Special Payments - Orange Coast College

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

## Agenda Item Content

### 3.06.06 Authorization for Special Payments - Orange Coast College

None

## Additional Administrative Content

Created on 01/16/2010 at 11:32 AM by Loretta Minton. Last update on 02/10/2010 by Tracey Sanders.

**3.06.07 Authorization for Special Payments - District**

Meeting: 02/17/2010 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

**3.06.07 Authorization for Special Payments - District**

None

**Additional Administrative Content**

Created on 01/16/2010 at 11:52 AM by CCCDAdsvic. Last update on 02/10/2010 by Tracey Sanders.

**4.00 Action Items**

Meeting: 02/17/2010 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Action  
Public Access: Yes

**Agenda Item Content**

## **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**

Created on 01/18/2010 at 11:32 AM by Laura Swartz. Last updated on 02/10/2010 by Josh Rodriguez.

**4.01 Approval of Agreements - Coastline Community College**

Meeting: 02/17/2010 Regular Meeting

Category: 4. Action Items

Agenda Type: Action

Public Access: Yes

**Agenda Item Content****4.01 Approval of Agreements - Coastline Community College****4.01.01 Approve District Standard Scope of Work Template for the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services**

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work Template under the Master Services Agreement between Chevron Products Company and the Coast Community College District for all educational programs offered under the Master Services Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** Income to District to be determined by each Standard Scope of Work agreed upon.

**4.01.02 Approve District Standard Scope of Work #2010-01 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services**

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-01 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Advanced Console Operator Competency and Effectiveness Training. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$16,500 income, payable in five equal payments based upon completion of each of five project milestones.

**4.01.03 Approve District Standard Scope of Work #2010-02 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services**

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-02 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the design and development of job aids and performance support materials for maintenance of Ross Hill equipment. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$16,500 income, payable in five equal payments based upon completion of each of five project milestones.

**4.01.04 Approve District Standard Scope of Work #2010-03 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services**

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-03 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the design, development, delivery and evaluation of a face-to-face training course for Scott Air-Pak ISCBA equipment. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$2,310 payable upon completion of project.

**4.01.05 Approve District Standard Scope of Work #2010-04 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services**

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-04 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the audit of Chevron's Refinery Flow and Economics class and provide recommendations based on appropriate principles of adult learning theory and instructional systems design. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$1,000 payable upon completion of project.

**4.01.06 Approve District Standard Scope of Work #2010-05 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services**

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-05 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for assistance in the set-up and delivery of Chevron's Safe Work Practices course. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$4,950 payable upon completion of project.

**4.01.07 Approve District Standard Scope of Work #2010-06 under the Master**

## **Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services**

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-06 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the audit of Chevron's Diversity/Sexual Orientation class and provide recommendations based on appropriate principles of adult learning theory and instructional systems design. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$1,000 payable upon completion of project.

## **4.01.08 Approve District Seaport End-User License Agreement Template for the Master Services Agreement between Chevron Products Company and the Coast Community College District for Delivery of Instructional Courseware and Content**

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District's Seaport End-User License Agreement to be used to under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the delivery of instructional courseware and content through Coastline's Seaport Learning Management System. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. The term of this agreement will begin on February 18, 2010, and end on February 17, 2011. (See Seaport EULA Attachment #5)

**Fiscal Impact:** \$1,000 flat fee paid during first month of term; additional fee of \$10 per enrollment for all Chevron courses delivered in Seaport (payable after first week of each course).



Seaport EULA.pdf

**Additional Administrative Content**

Creation of the EULA for the Seaport Learning Management System and the District's Standard Scope of Work #2010-06

**4.02 Approval of Agreements - Golden West College**

Meeting: 02/17/2010 Regular Meeting  
 Category: 4. Action Items  
 Agenda Type: Action  
 Public Access: Yes

**Agenda Item Content****4.02 Approval of Agreements - Golden West College****4.02.01 Approve Amendment to Non-Standard Agreement with Boys and Girls Club of Huntington Valley for Ground Lease**

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the amendment to agreement between Boys and Girls Club of Huntington Valley and the Coast Community college District for ground lease from December 2006 through completion of contract. The Board President, or designee, is authorized to sign the amendment and any related documents, indicating approval by the Board of Trustees. (See Boys and Girls Club Amendment, Attachment #11 )

**Fiscal Impact:** \$80,000 income per original agreement. 50% increase to base rent if tenant does not complete the Joint-Use Gymnasium or the Club per schedule.

**Additional Administrative Comment**

Source: 02/16/2010 Meeting - Agenda Item 4.02.01 - Approval of Agreements - Golden West College

**4.03 Approval of Agreements - Orange Coast College**

Meeting: 02/17/2010 Regular Meeting  
 Category: 4. Action Items  
 Agenda Type: Action  
 Public Access: Yes

**Agenda Item Content****4.03 Approval of Agreements - Orange Coast College****4.03.01 Approve an Agreement between the 32<sup>nd</sup> District Agricultural Association and the Coast Community College District for reciprocal use of parking lots and the use of the Pacific Amphitheatre for the Orange Coast College Commencement on May 27, 2010**

After review by the college President and the District General Counsel, it is recommended by the Chancellor that the Board approve an interagency agreement with the 32<sup>nd</sup> District Agricultural Association for the use of the Pacific Amphitheatre for the annual Orange Coast College Commencement. The set-up and event dates are May 26 and 27, 2010. This agreement also covers the use of the Fairgrounds Parking Lot "E" on the corner of Fairview and Arlington by Orange Coast College and the use of Parking Lots A,B,C,D, & E at Orange Coast College by the 32<sup>nd</sup> District Agricultural Association for overflow parking during specified year round events: , April 17, 18, May 1, 15, 16, 22, 23, 29, 30, June 25-27 and July 16 through August 15, 2010, for the Annual Fair and Barrett-Jackson event. The term of this agreement is for the 2010 calendar year. (See Attachment #7)

**Fiscal Impact:** None

**4.03.02 Approve a 1<sup>st</sup> Amendment to an existing Agreement between National Student Clearinghouse, Inc., a not-for-profit corporation, and the Coast Community College District for the purpose of adding Golden West College and Coastline College and setting a defined termination date**

After review by the college President and the District General Counsel, it is recommended by the Chancellor that the Board approve a 1<sup>st</sup> amendment to an existing agreement between National Student Clearinghouse, Inc., a not-for-profit corporation, and the Coast Community College District for the purpose of reporting student enrollment information to participants in student loan programs and to other authorized requestors. The National Student Clearinghouse provides a nationwide, central repository of information on postsecondary student enrollment and educational achievements at no cost to the District. The current agreement was board approved on September 17, 2008. This 1<sup>st</sup> amendment will amend the agreement to include Golden West College and Coastline College and will set a fixed expiration date for the agreement of September 23, 2013. (See Attachment #6)

**Fiscal Impact:** No cost to the District or its colleges



National Student Clearinghouse.pdf OC Fairgrounds Agreement.pdf

**Additional Administrative Content**

**4.04 Approval of Agreements - District**

Meeting: 02/17/2010 Regular Meeting  
 Category: 4. Action Items  
 Agenda Type: Action (Consent)  
 Public Access: Yes

**Agenda Item Content****4.04 Approval of Agreements - District**

**4.04.01 Ratification of Entry into an Addendum to Master Services Agreement between the State Of California and the Coast Community College District for the California Purchase Card Program**

After review by the Vice-Chancellor of Administrative Services and District General Counsel, it is recommended by the Chancellor that the Board of Trustees ratify the Addendum to the State of California Purchase Card Program Master Services Agreement, executed by the Vice Chancellor on January 29, 2010. This Addendum is required because the State of California recently selected U.S. Bank to assist them in the administration of the Cal-Card Program. This Addendum sets forth the requirements for Cal-Card use and payments for California Purchase Card Program participants. This request for ratification is due to the State of California's requirement that this Addendum be executed and submitted no later than January 31, 2010. It is respectfully requested that the Board of Trustees ratify this Addendum. (A copy of the Addendum is attached to each Trustee's agenda as Attachment #8)

**Fiscal Impact:** None

**4.04.02 Approval of District Standard Agreement for Consignments Template for use by Orange Coast College's Art Pavilion for Exhibition Sponsorship and Merchandise Display by Third Parties**

After review by District General Counsel, it is recommended by the Chancellor that the Board approve the Standard Agreement for Consignments for the Orange Coast College Arts Pavilion. This Standard Agreement will be used by Orange Coast College for Exhibition Sponsorship and Merchandise Display activities conducted at the OCC Arts Pavilion. The Board President, or designee, is authorized to sign future Standard Agreements for Consignment and any related documents, indicating approval by the Board of Trustees. (A copy of the Agreement is attached to each Trustee's agenda as Attachment #9)

**Fiscal Impact:** None

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

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

order to verify that the prescription plan through the District is creditable, an actuary has to attest to the fact that the coverage is creditable.

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

It is further recommended that the Board President, or designee, be authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #10)



**Fiscal Impact:** \$4500 Purchase Card Program Addendum.pdf Standard Agreement for Consignments.pdf

**Additional Administrative Content**

Created on 01/13/2010 at 11:52 AM by CCCCDA sys. last update on 02/10/2010 by CCCCDA sys.

**4.05 Buildings and Grounds Approvals**

Meeting: 02/17/2010 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Action  
Public Access: Yes

**Agenda Item Content**

**4.05 Buildings and Grounds Approvals**

**4.05.01 Authorization to File Notice of Completion**

**4.05.02 Bid Tabulations and Award of Contract: Orange Coast College Student Center Swing Space; Bid No. 1974**

**4.05.03 Approve Addendum No. 1 for LPA, Inc.; Coastline Community College Newport Beach Learning Center**



BuildingsAndGrounds0217.pdf

**Agenda Item Content**

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#### 4.05.01 Authorization to File Notice of Completion

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

OCC Fitness Center: Graphicline Sign Co.

#### 4.05.02 Bid Tabulations and Award of Contract: Orange Coast College Student Center Swing Space; Bid No. 1974

Notices were published on December 22 and December 29, 2009 in the newspaper as well as in four trade journals requesting bids. Twenty-one bid packages were delivered or picked up by prospective bidders. Ten bids were received for three trade categories under this multiple prime project.

The bids were opened on February 5, 2010 for the Orange Coast College Student Center Swing Space; Bid No. 1974.

After careful review by the Coast Community College District Risk Services Manager and Assistant Director of Facilities and Planning, it is recommended that a contract be awarded to the lowest qualified base bid in Categories A, B and C 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>
<u>Category A – Electrical</u>	
1. Bergelectric Corporation 3595 Cadillac Avenue, Suite 101, Costa Mesa, CA 92626	\$227,250
2. On Target Electric, Inc.	\$303,120
<u>Category B – Plumbing</u>	
1. Emphyrean Plumbing, Inc. (Withdrew bid due to clerical error)	\$ 78,485
2. HPS Mechanical Inc. 3100 E Belle Terrace, Bakersfield, CA 93307	\$143,579
3. Interpipe Contracting, Inc., Santee, CA 92071	\$149,970
4. Continental Plumbing, Inc., Mira Loma, CA 91752	\$151,735
5. Alpha Mechanical Heating & Air Conditioning Inc., San Diego, CA 92123	\$187,500
<u>Category C – Grading/Site Utilities/Asphalt</u>	
1. GCI Construction, Inc.	\$228,550

- 245 Fischer Avenue, B3, Costa Mesa, CA 92626**
- |    |   |           |
|----|---|-----------|
| 2. | The MSH Construction Co. dba The Moss Company, Huntington Beach, CA 92649 | \$298,608 |
| 3. | TTS Engineering Inc., Huntington Beach, CA 92649                          | \$328,000 |

**Fiscal Impact:** \$599,379      (Measure C – General Obligation Bond Fund)  
 Master Plan Approved Project  
 OCC Upgrade Student Services  
 OCC Student Center

#### **4.05.03 Approve Addendum No. 1 for LPA, Inc.; Coastline Community College Newport Beach Learning Center**

After review by the Coastline Community College 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 to accept Addendum No. 1 for additional architectural and engineering services for the Coastline Community College Newport Beach Learning Center.

The scope of services is to include the following:

- |    |  |          |
|----|--|----------|
| 1. | Additional Architectural and Engineering Services  | \$46,000 |
|    | Provide civil engineering services required for the preparation and processing of Tentative and Final Parcel Maps, per direction of City of Newport Beach. |          |

It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the agreement.

**Fiscal Impact:** \$46,000      (General Obligation Bond Fund/Measure C)  
 Master Plan Approved Project  
 CCC Newport Beach Learning Center

**4.06 General Items of Business - Coastline Community College**

Meeting: 02/17/2010 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

**4.06 General Items of Business - Coastline Community College**

**Additional Administrative Content**

NONE

Created on 01/17/2010 at 11:32 AM by Laurie Swanson. Last updated on 02/10/2010 by Christine Taylor.

**4.07 General Items of Business - Golden West College**

Meeting: 02/17/2010 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Action  
Public Access: Yes

**Agenda Item Content**

**4.07 General Items of Business - Golden West College**

NONE

**Additional Administrative Content**

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

Meeting: 02/17/2010 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

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

NONE

**Additional Administrative Content**

Created: 02/17/2010 09:11:52 AM by: [Name] Minor. Last Updated: 02/17/2010 by: Cristian Testa

**4.09 General Items of Business - District**

Meeting: 02/17/2010 Regular Meeting  
 Category: 4. Action Items  
 Agenda Type: Action (Consent)  
 Public Access: Yes

**Agenda Item Content****4.09 General Items of Business - District****4.09.01 Ratification of the Tentative Agreements of the Coast Federation of Educators/American Federation of Teachers (CFE/AFT) - Local 1911 and the Coast Community College District**

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board ratify the tentative Agreements between the Coast Federation of Educators/American Federation of Teachers (CFE/AFT) - Local 1911 and the Coast Community College District. The District and CFE/AFT negotiated four reopened (4) Articles: Article VI – Academic Freedom and Responsibility, Article VII - Personnel Files, Article XI – Hours of Service, and Article XII – Working Conditions and Duties. These amended Articles have been reviewed by the CFE membership and will go into effect upon ratification by the Board of Trustees. (See Attachment #18.)

**4.09.02 Approval of Agreement with Community College Search Services**

After review by the District General Counsel, it is recommended by the Board President that the Board approve the Agreement with Community College Search Services for consulting services related to the national searches for the Vice Chancellor of Human Resources and President, Coastline Community College positions. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board. (See Attachment #12)

**4.09.03 Approval of Position Profile, Vice Chancellor of Human Resources Position**

At its meeting on February 3, 2010, the Vice Chancellor of Human Resources Search Committee considered all comments made by the constituent group representatives concerning the draft Vice Chancellor of Human Resources position profile. After consideration of the draft profile the comments received at its February 3, 2010 meeting, the Vice Chancellor of Human Resources Search Committee approved the position profile.

After review by the Board President and members of the Search Committee, it is recommended by the Chair of the Vice Chancellor of Human Resources Search Committee that the Board of Trustees adopt the Vice Chancellor of Human Resources position profile. A copy of the position profile is attached (See attachment # 13).

**4.09.04 Approval of Position Profile, President, Coastline Community College Position**

At its meeting on February 5, 2010, the Coastline Presidential Search Committee considered all comments made by the constituent group representatives concerning the draft Coastline President position profile. After consideration of the draft profile the comments received at its February 5, 2010

meeting, the Coastline President Search Committee approved the position profile.

After review by Trustee Hornbuckle and members of the Search Committee, it is recommended by the Chair of the Coastline Presidential Search Committee that the Board of Trustees adopt the Coastline President position profile. A copy of the position profile is attached (See attachment # 14).

#### **4.09.05 Approval of Administrative Procedure, Student Trustee Selection Process**

After review by the District Student Council, Secretary of the Board, and District General Counsel it is recommended by the Student Trustee that the Board approve the Administrative Procedure, "Student Trustee Selection Process."

##### **STUDENT TRUSTEE SELECTION PROCESS ADMINISTRATIVE PROCEDURE**

1. The Student Trustee distributes/posts the application for Student Trustee one week prior to the commencement of spring recess.
2. District Student Council forms Student Trustee Selection Committee (per Board Policy 010-2-14.1).
3. Student Trustee Selection Committee schedules orientation meeting:
  - a. Selection Committee reviews Board Policy 010-2-14.1
  - b. Student Trustee Selection Committee receives training from the District Human Resources Department
  - c. The Selection Committee receives Brown Act training concerning selections of appointed officials
  - d. Applications are reviewed by the Selection Committee
  - e. The Selection Committee reviews interview questions
  - f. The Selection Committee assigns interview questions to each member
  - g. The Selection Committee reviews interview scoring sheets
  - h. The Selection Committee draws lots to determine order of interviews
  - i. The Selection Committee authorizes distribution of interview questions to all candidates in advance
4. The Secretary of the Board contacts all candidates to confirm interview times:
  - a. The Secretary of the Board, or designee, informs candidates of their interview times (order is determined by the drawing of lots).
  - b. The Secretary of the Board, or designee, advises candidates of their legal right to attend the full meeting, but suggests that candidates only attend for their interview time.
  - c. Candidates are informed by the Secretary of the Board that the Student Trustee will contact them after the Selection Committee makes its choice, informing them of the Committee's decision.
5. The Student Trustee Selection Committee convenes to conduct interviews of candidates:
  - a. Interviews shall last 30 Minutes per candidate
  - b. After interviews are completed, the committee takes a 5 minute recess
  - c. The Selection Committee reconvenes for discussion
  - d. The Student Trustee opens nominations for the next Student Trustee (nominations do not require a motion). The Student Trustee advises the Selection Committee that he/she only votes to break a deadlocked or tie vote.
  - e. The Secretary of the District Student Council notes each nomination from the selection committee members.

- f. The Student Trustee, after receiving no further nominations, asks for a motion to close nominations.
  - g. Once nominations are closed, the Student Trustee takes an oral roll call vote of each member of the Selection Committee. The Student Trustee asks each member of the Selection Committee to cast his/her vote.
  - h. The Secretary of the District Student Council tabulates the votes. The candidate receiving a majority of the votes is elected.
  - i. In the event of a tie or deadlocked vote, the Student Trustee shall cast the deciding vote.
6. With the selection of the candidates complete, the Student Trustee announces the Selection Committee's nominee for the next Student Trustee.
  7. The Student Trustee contacts each candidate to inform them of the selection committee's decision.
  8. The Student Trustee and Secretary of the Board author the agenda item for the first Regular Meeting of the Board of Trustees in May, for the appointment of the next Student Trustee by the Board.

#### 4.09.06 Approval of Revised District Reorganization/Reassignment Plan

At the December 9, 2009 meeting, the Board approved a Reorganization/Reassignment Plan. After review by the Chancellor and the Vice Chancellor of Human Resources, it is recommended that the revisions in the plan noted below be approved by the Board. Changes are noted in **bold** and deletions are noted in ~~strikethrough~~. A flow chart describing plan procedures is attached (See Attachment #15)

##### Coast Community College District Reorganization/Reassignment Plan Revised February 17, 2010

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:

1. 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.
2. Vacant positions deemed essential for replacement will be reviewed at the District Presidents' Council for any potential consolidation of functions/responsibilities between institutions.
3. 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. If the District-wide transfer process does not yield a viable candidate, **the vacant position will be posted on the District's website for 10-business days for an internal recruitment and selection**

process; the internal recruitment and selection process will provide opportunities for promotion will be conducted within the district for ten (10) days or until filled. Interview committee composition, application screening, and selection of the successful candidate will comply with adopted Board Policy and Administrative Procedure.

6. Only full time, permanent CCCD employees (receiving full benefits) will be eligible to apply for the vacant positions; temporary/hourly employees may not apply.
7. If the recruitment effort among permanent full time CCCD employees does not generate a successful candidate due to special technical skills required for the position, the President's Council will determine whether or not an external nationwide search is warranted due to special technical skills required for the position.
8. Procedures for full-time faculty transfers and reassignments will be implemented in accordance with Article XXII of the collective bargaining agreement.
9. 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.

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.

#### **4.09.07 Approve Independent Contractor Agreement with GEOCON West, Inc: Coastline Community College Newport Beach Learning Center**

After review by the Coastline Community College Vice President of Administrative Services, Assistant Director of Facilities, Planning and Construction, Vice Chancellor of Administrative Services, and District General Counsel, it is recommended by the Chancellor that authorization be given to employ GEOCON West, Inc. for testing services for the Coastline Community College Newport Beach Learning Center pursuant to the Non-Standard Independent Contractor 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. This item is returned to the Board's agenda from the February 3, 2010 meeting.

The scope of service is to include the following tasks:

1. Site Reconnaissance & Literature Review	\$450
2. Field Exploration	\$5,700
3. Laboratory Testing	\$2,800
4. Engineering Analysis & Report Preparation	\$2,050
5. Corrosivity Letter	\$1,000

The fee to perform the above service is \$12,000

**Fiscal Impact:** \$12,000 (General Obligation Bond fund - Measure C)

Master Plan Approved Project

CCC Newport Beach Learning Center

## 4.10 Resolutions

Meeting: 02/17/2010 Regular Meeting

Category: 4. Action Items

Agenda Type: Action

Public Access: Yes

## Agenda Item Content

## 4.10 Resolutions

## 4.10.01 Approval of Harry and Grace Steele Children's Center Instructional Materials Grant and Adoption of Resolution #010-05

Orange Coast College has been awarded the California Department of Education, Child Development Division grant titled **"Harry & Grace Steele Children's Center Instructional Materials Grant"**. The Children's Center has been receiving funds to subsidize childcare for low-income student-parents since 1978. OCC provides comprehensive child development services that include: quality childcare for student-parents enrolled at OCC, a food and nutrition program, parent enrichment and resource/referral services. The school-age programs serves school age children after school during the traditional academic year and 6-12 year old children in a day camp environment throughout the summer.

**Fiscal Impact:** The Children's Center receives grant funds for purchase of Instructional Materials through California State Department of Education, Child Development for instructional supplies as a supplement to OCC's General Child Care Grant. The amount for fiscal year 2009-2010 is \$707.

The following resolution was adopted in order for the agreement to be accepted by the State:

## ADOPTION OF RESOLUTION #010-05

WHEREAS, the Board of Trustees of the Coast Community College District has read the proposed agreement entitled Certification of Application for Fiscal Year 2009-2010, Child Development Division, Child Development Program and the Coast Community College District (Orange Coast College), and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees does hereby authorize Ding-Jo H. Currie Ph.D., Chancellor; Kim Allen, Administrative Director of Fiscal Affairs, or Chandula M. Brahmhatt, Vice Chancellor of Administrative Services, of the Coast Community College District on behalf of the organization to sign and execute said agreement and all amendments thereto, except to increase the financial liability of said organization.

## Additional Administrative Comment

Section 076 2010-01-15 12:44 PM by CCOB/Agenda Services on 02/10/2010 by Christian Tessa

**4.11 Approval of Minutes**

Meeting: 02/17/2010 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content****4.11 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: February 3, 2010



Min 2-3-10 Regular Meeting.pdf

**Additional Administrative Content**

Created on 01/16/2010 at 11:52 AM by Jeff H. Hines, Jr. Updated on 02/10/2010 by Tracy Sanders

**5.00 Public Comment (Items not on Agenda)**

Meeting: 02/17/2010 Regular Meeting  
 Category: 5. Public Comment  
 Agenda Type: Information  
 Public Access: Yes

**Agenda Item Content****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 Brown Act. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.*

*It is the intention of the Coast Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the 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.*

**Additional Administrative Content**

Created on 01/02/2010 at 11:52 AM by Jodi Rodriguez. Last updated on 02/10/2010 by Jodi Rodriguez.

**6.00 Adjournment**

Meeting: 02/17/2010 Regular Meeting  
Category: 6. Adjournment  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content****6.00 Adjournment****Additional Administrative Content**

Created on: 02/16/2010 04:11:52 AM by: Naisyali Last updated: 02/16/2010 04:11:52 AM by: Jeanne P. Lopez

# **Regular Meeting**

Board of Trustees

Coast Community College District

District Board Room

5:00 p.m. Closed Session, 6:30 p.m. Regular Meeting

February 3, 2010

## **MINUTES**

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on February 3, 2010 in the Board Room at the District Office.

### **1.00 Preliminary Matters**

#### **1.01 Call to Order**

Board President Jerry Patterson called the meeting to order at 5:01 p.m.

#### **1.02 Roll Call**

Trustees Present: Jerry Patterson, Mary Hornbuckle, Walter Howald, Jim Moreno,  
Lorraine Prinsky and Student Trustee Robert Lane

Trustees Absent: None

#### **1.03 Public Comment (Closed Session – Items on Agenda)**

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

#### **1.04 Recess to Closed Session**

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

The Board recessed to Closed Session at 5:03 p.m. to discuss the following items:

##### **1.04.01 Public Employment (Pursuant to Government Code Section 54957 (b)(1))**

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
  - a. Interim Associate Vice Chancellor
6. Classified Management
7. Classified Staff
  - a. Accounting Fiscal Specialist
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments
  - a. Div/Area Office Coordinator
  - b. Special Assignment
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

*Public employment materials are available upon request from the Board of Trustees' Office*

##### **1.04.02 Public Employment (Pursuant to Government Code 54957 (b)(1))**

Position: Dean

##### **1.04.03 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "b" of Government Code Section 54956.9)**

Threatened Litigation by Dian Torres

##### **1.04.04 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)*  
*Williams v. Coast Community College District, US District Court Case No. SACVIO-47 DOC (MLGX)*

**1.04.05 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

**1.04.06 Public Employee Performance Evaluation**

**(Pursuant to Government Code Section 54957)**

Position: Secretary of the Board of Trustees

**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.**

The Board reconvened to Open Session at 6:38 p.m.

**1.06 Pledge of Allegiance**

Trustee Hornbuckle led the Pledge of Allegiance to the United States.

**1.07 Report of Action in Closed Session**

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Mr. Moreno and seconded by Mr. Howald, the Board voted unanimously to approve Agenda Item 1.04.01, Public Employment. (See appendix A, pages 18-26).

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

Dr. Teeter further reported that on a motion by Mr. Howald and seconded by Dr Prinsky, the Board voted on Agenda Item 1.04.02, Public Employment to employ an individual through Professional Personnel Leasing ("PPL") to perform the duties of Dean on an interim basis.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

#### **1.08 Public Comment (Open Session - Items on Agenda)**

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

#### **1.09 Presentations, Ceremonial Resolutions and Public Hearings**

##### **1.09.01 Resolutions to Honor and Accept the Retirements**

The Board expressed appreciation and congratulations to the following retirees with 10 or more years of service to the Coast Community College District:

Classified

Diane Cassens

Jim Fortune

It was moved by Mr. Lane and seconded by Mr. Moreno to accept these retirements.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

#### **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 Chancellor**

Dr. Ding-Jo H. Currie, Chancellor, provided a report to the Board.

##### **2.01.02 Reports from the Presidents**

The following college presidents or designee provided reports to the Board:

Kevin McElroy, Coastline Community College  
Dr. Dennis Harkins, Orange Coast College  
Wes Bryan, Golden West College

### **2.01.03 Reports from the Officers of Student Government Organizations**

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

Steven Sewell, Golden West College  
Mr. Lane, Student Trustee read a report on behalf of Lee Fuller, Coastline Community College who could not attend the Board Meeting as he was in class.

### **2.01.04 Reports from the Academic Senate Presidents**

The following Academic Senate Presidents or designee provided reports to the Board:

Diane Restelli, Golden West College (GWC) Academic Senate President  
Nancy Jones, Coastline Community College (CCC) Academic Senate President  
Dr. Eduardo Arismendi-Pardi, Orange Coast College (OCC) Academic Senate President

### **2.01.05 Reports from Employee Representative Groups**

Reports were provided by the following Employee Representative Groups:

Barbara Price, President, Coast Community College Association/California Teachers Association-National Education Association (CCCA/CTA-NEA)

### **2.01.06 Reports from the Board of Trustees**

Board members provided individual reports.

### **2.01.07 Reports from the Board Committees & Review of Board Committee Meeting Dates**

The Board reviewed the dated of the upcoming Board Committee meetings.

Trustee Moreno and Trustee Hornbuckle provided an update of the Audit Committee. Trustee Howald provided a report of the Land Development Committee and Trustee Howald and Trustee Moreno provided a report of the Career Technical Education Committees. Board President Patterson provided a report of the Personnel Committee.

### **2.01.08 Opportunity for the Board of Trustees' Discussion of the District's Diversity Report**

Dr. Ding-Jo Currie, Chancellor, Dr. Joseph N. Quarles, Vice Chancellor of Human Resources, Wes Bryan, President, Golden West College, Dr. Dennis Harkins, President, Orange Coast College and Kevin McElroy, Vice President Administrative Services, Coastline College presented a report to the Board of the District's Diversity. (See Appendix B, pages 27-34)

### **2.02 Matters for Review, Discussion and/or Action**

### **2.02.01 Review of Board Meeting Dates**

The Board reviewed the scheduled Board Meeting dates for FY 2009/2010 as presented in the February 3, 2010 Agenda. Board President Patterson reported that two new Special Meetings would be added as follows:

May 26, 2010, Budget Study Session

June 23, 2010, Budget Study Session and approve tentative budget

### **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)**

The Board reviewed the scheduled Board Meeting dates and conferences for the AACC, ACCT, and the CCLC and deleted an incorrect reference to a CCLC meeting in February 2010.

### **2.02.03 Opportunity for the Board to Review the Board Directives Log**

The Board reviewed and discussed the items on the Board Log. Following discussion it was moved by Mr. Moreno and seconded by Mr. Howald to accept the following changes to the Board Log:

# 9, Coordination of college curricula matters including CTE and occupational course and program duplication and written status report of President Obama's American Graduation Initiative will be reported on at the February 17, 2010 Board Meeting.

# 11, District Diversity Report will be heard next on July 21, 2010 and will include diversity and demographic statistics for each campus and all cities served by the District.

# 13, Adoption of Accountability reporting for Community Colleges will be moved to the February 17, 2010 Agenda.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

### **2.03 Review of Buildings and Grounds Reports**

The Board reviewed the Buildings and Grounds Reports as presented in the February 3, 2010 Agenda.

### **2.04 Review of Internal Audit Report**

Mr. Kudlik, Director, Internal Audit provided an Internal Audit Report to the Board.

### **3.00 Consent Calendar**

Board President Patterson indicated there were a few corrections to the Consent Calendar. Dr. Teeter reported the following corrections to be made:

On page 78 for each of the three Golden West College Independent Contractor Agreements, the term "NTE" is to be deleted from each item.

On page 79, Independent Contractor agreement for Barbara Merrett the Payment Schedule/Compensation item should read, "NTE \$8,000 from Sailing Center/Foundation funds; contractor will send an invoice to the District based on compensation to be subsequently agreed upon by the parties based on the scope of work."

Mr. Moreno requested the source of funding for the five Professional Experts listed on page 74. C.M. Brahmbhatt indicated the source of funding for each item is as follows:

Michelle J. Nieman, 2 items: Instructional Services Development Funds  
Joseph Pulichino: Contract Education Funds  
Michael Carrizo: Classified Union Professional Development Funds  
Richard D. Heckman: Auxillary Operation Funds

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Consent Calendar with the changes listed above.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

### **4.00 Action Items**

#### **4.01 Approval of Agreements – Coastline Community College**

##### **4.01.01 Approve Agreement between the Department of Homeland Security and the Coast Community College District in Support of the Navy College Program for Afloat Education (NCPACE) United States Government Contract No. N00189-09-D-Z060**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Agreement between the Department of Homeland Security (DHS) and the Coast Community College District to participate in the DHS's designated Employment Eligibility Verification Program (E-Verify) to verify the employment eligibility of all existing and new employees working under a federal contract. The Agreement outlines the responsibilities of the DHS, Social Security Administration (SSA) and Employer (CCCCD). The Agreement is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS require participation in the program, and Coastline serves as a subcontractor in the NCPACE Program. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** None

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.01.02 Approve Agreement between Santa Clarita Community College District and the Coast Community College District to Apply for Grant Funding for Closed-Captioning of Two Economics Videos**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Agreement between Santa Clarita Community College District and the Coast Community College District to apply for grant funding for the closed-captioning of two Economics videos. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** Gross income of \$1,066.50

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.01.03 Approve Amendment to an Agreement between U.S. College Compass, LLC and the Coast Community College District for Assessment, Counseling, College Preparation and Faculty Development Services**

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the Amendment to an Agreement between U.S. College Compass, LLC and the Coast Community College District to assess and prepare students selected for admission to Guangzhou Xiangjiang High School in China for future admission to a United States College or University. The Amendment extends the term of the Agreement through July 31, 2010, and provides for additional services to U.S. College Compass as outlined in Exhibit D. U.S. College Compass, LLC shall pay District \$84,500 for the additional services provided under this Amendment and will reimburse District for travel and incidentals incurred for delivery of these services. The Board President, or designee, is authorized to sign the Amendment to the Agreement.

**Fiscal Impact:** Income to District: \$84,500

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.01.04 Approve Agreement between Element K Corporation and the Coast Community College District for Online Learning Service Accessed Through Standard Web-Browsing Programs at Coastline Community College**

It was moved by Ms. Hornbuckle and seconded by Mr. Lane to approve the Agreement between Element K Corporation and the Coast Community College District for the right to access online web-based technical training material and course work administered by Element K. Term of the agreement will be for a period of three years beginning February 4, 2010 and ending February 3, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$4,111.80

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

**4.01.05 Approve an Amendment to an Agreement between Worth Publishers and the Coast Community College District to Publish the Third Edition of the Telecourse Student Guide for Psychology: The Human Experience to Accompany Discovering Psychology**

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle to approve the Amendment to an Agreement between Worth Publishers and the Coast Community College District to publish the Third Edition of the Telecourse Student Guide for Psychology: The Human Experience to Accompany Discovering Psychology, under the same terms and conditions applicable to the Telecourse Student Guide under the Agreement. The Board President, or designee, is authorized to sign the Amendment to the Agreement.

**Fiscal Impact:** Coast to receive \$4,000 grant from publisher

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

**4.01.06 Approve Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services**

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the three year Master Services Agreement between Chevron Products Company and the Coast Community College District whereby Coastline's Office of Instructional Systems Development will assist Chevron in the design, development, implementation, and evaluation of various educational programs in process technology and other areas of corporate training. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** Income to District to be determined by scope of each project

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

**4.01.07 Approve Agreement between Active Network and the Coast Community College District for the Use of their Website for Fundraising and Event Management Purposes**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Agreement between Active Network and the Coast Community College District for the use of their website by the Coastline College Foundation for fundraising and event management purposes. The Board President, or designee, is authorized to accept the Terms and Conditions and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$250 one-time set up fee to be paid from Special Programs Foundation funds. 93.5% less \$1.00 of all donations made through the website benefit the Foundation.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

**4.01.08 Approve Memorandum of Understanding between Fairview Developmental Center and the Coast Community College District**

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the Memorandum of Understanding between Fairview Developmental Center and the Coast Community College District. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** None

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

**4.02 Approval of Agreements – Golden West College**  
None

**4.03 Approval of Agreements – Orange Coast College**

**4.03.01 Approve Amendment to Agreement between Credential Order Processing Services (COPSI) and the Coast Community College District for the Distribution of parking permits to students**

It was moved by Mr. Lane and seconded by Ms. Hornbuckle to approve the Amendment to the existing Agreement between Credential Order Processing Services (COPSI) and the Coast Community College District for the distribution of parking permits to students. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$3.25 per permit issues, estimated at \$300,000 per year.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.03.02 Approve Agreement between Tom Dowling Designs and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion**

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the Agreement between Tom Dowling Designs and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion at the Orange Coast College campus from February 13, 2010, through February 1, 2011. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** Tom Dowling, artist, will be paid 55% commission on items sold in the gallery store and paid net 30 days after sales are reconciled. Frank M. Doyle Arts Pavilion will earn income to help support exhibitions and programs. This is a pilot program for a new store in the Art Gallery, and we will evaluate the program in the summer of 2010.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.03.03 Approve Agreement between Honolua Surf Company and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion**

It was moved by Mr. Lane and seconded by Ms. Hornbuckle to approve the Agreement between Honolua Surf Company and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion at the Orange Coast College campus from February 13, 2010, through February 1, 2011. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** Honolua Surf Company will be paid between 45% and 55% commission on items sold in the gallery store and paid net 30 days after sales are reconciled. Frank M. Doyle Arts Pavilion will earn income to help support exhibitions and programs. This

is a pilot program for a new store in the Art Gallery, and we will evaluate the program in the summer of 2010.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.03.04 Approve Agreement between Harbour Surfboards/Ocean Life, Inc. and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion**

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Agreement between Harbour Surfboards/Ocean Life, Inc. and the Coast Community College District for the purpose of creating a consignment agreement for merchandise at the Frank M. Doyle Arts Pavilion at the Orange Coast College campus from February 13, 2010, through February 1, 2011. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** Harbour Surfboards will be paid between 45% and 55% commission on items sold in the gallery store and paid net 30 days after sales are reconciled. Frank M. Doyle Arts Pavilion will earn income to help support exhibitions and programs. This is a pilot program for a new store in the Art Gallery, and we will evaluate the program in the summer of 2010.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.04 Approval of Agreements – District  
None**

**4.05 Buildings and Grounds Approvals**

**4.05.01 Approve Change Order No. 2; Orange Coast College Softball Field; Bid No. 1964**

It was moved by Ms. Hornbuckle and seconded by Mr. Lane that authorization be given for Change Order No. 2 to Orange Coast College Softball Field; Bid No. 1964 as described in the Change Order document attached to each Trustee's agenda. The Board President, or designee, is authorized to sign the Change Order and any related documents.

These changes are necessary for the following reasons:

Engineering/Remediation Resources Group, Inc. – Category B – Site Utilities

Closeout Credit for Allowances

<\$31,670>

Contract Amount: \$174,839 (C.O. 2: 18.11% Decrease)  
Total Change Orders: <\$31,670> (18.11% Decrease)

**Fiscal Impact:** <\$31,670> (Measure C – General Obligation Bond Fund)  
Master Plan Approved Project  
OCC Upgrade Health/Wellness Facilities  
OCC Upgrade Softball Field

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.05.02 Approve Addendum No. 3 for CO Architects; Coastline College Westminster Learning Center**

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle that authorization be given to accept Addendum No. 3 for CO Architects for additional services for the Coastline College Westminster Learning Center. The Board President, or designee, is authorized to sign the agreement.

The scope of service is to include the following tasks:

1. DSA Closeout, As-Builts and Additional Reimbursable Expenses \$30,000  
This final payment was delayed pending the architect resolving all DSA closeout issues. Funds were withheld from the original purchase Order (#216047 – closed June 2009)

**Fiscal Impact:** \$30,000 (General Obligation Bond Fund – Measure C)  
Master Plan Approved Project  
Coastline College Westminster Learning Center

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.05.03 Approve Independent Contractor Agreement with GEOCON West, Inc.; Coastline Community College Newport Beach Learning Center**

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle that this item be continued to the February 17, 2010 Board Meeting.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.06 General Items of Business – Coastline Community College**

None

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

None

**4.08 General Items of Business – District**

**4.08.01 Approval of Employment Agreement with John Breihan, Interim Associate Vice Chancellor**

It was moved by Mr. Lane and seconded by Mr. Howald to approve the Employment Agreement with John Breihan, Interim Associate Vice Chancellor.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

**4.09 Resolutions**

**4.09.01 Adoption of Resolution # 10-02 to Increase Income and Expenditure Budget for 2009-2010**

It was moved by Mr. Howald and seconded by Dr. Prinsky to adopt Resolution # 10-02 to Increase Income and Expenditure Budget for 2009-2010.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

**4.09.02 Adoption of Resolution # 10-03 September through December 2009 Budget Transfers**

It was moved by Mr. Howald and seconded by Mr. Lane to adopt Resolution # 10-03 September through December 2009 Budget Transfers.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

**4.09.03 Adoption of Resolution # 10-04, Code of Ethical Conduct for All Coast Community College District Personnel**

Barbara Price, President, Coast Community College Association/California Teachers

Association-National Education Association (CCCA/CTA-NEA) addressed the Board regarding this item.

Following discussion, it was moved by Mr. Moreno and seconded by Mr. Howald to adopt Resolution #10-04, Code of Ethical Conduct for All Coast Community College District Personnel with the following changes.

Under the heading, "With respect to students, all employees of the Coast Community College District have the responsibility to:

# 3 – Change the word "protect" to "promote".

# 4 – Revised to read, "Respect student dignity and individual freedom, and promote and promote that students are respected as individuals, as learners, and as independent decision makers.

# 5 – Delete completely.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

#### **4.10 Approval of Minutes**

##### **Special Meeting of January 16, 2010 and Regular Meeting of January 20, 2010**

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the Minutes of the Special Meeting of January 16, 2010 and Regular Meeting of January 20, 2010.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

#### **4.11 Policy Implementation**

##### **4.11.01 Adoption of Policy 010-2-23, College Bookstores**

It was moved by Mr. Lane and seconded by Mr. Howald to adopt Policy 010-2-23, College Bookstores.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

##### **4.11.02 Adoption of Policy 010-2-24, Associated Students' Finance**

It was moved by Mr. Lane and seconded by Mr. Howald to adopt Policy 010-2-24, Associated Students' Finance.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**5.00 Public Comment (Items not on the Agenda)**

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

The Board Meeting convened to Closed Session at 9:23 p.m.

The Board Meeting reconvened to Open Session at 10:01 p.m.

**6.00 Adjournment**

There being no further business, it was moved by Mr. Howald and seconded by Dr. Prinsky that the meeting be adjourned.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

The meeting was adjourned at 10:02 p.m.

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Secretary of the Board of Trustees

## **Appendices**

	Page
A. Public Employment Report.....	18-26
B. Coast Community College District Diversity Report.....	27-34

## Appendix A

**1. Faculty Special Assignments**

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

COASTLINE COLLEGESPECIAL ASSIGNMENT

Name	Start Date	End Date	Pay Type	Pay Rate
Khan, Mabubur	02/04/10	06/30/10	EXH	\$29.46
To research, recommend and assist with acquisition and installation of laboratory equipment.				
Nguyen, Ailene	02/04/10	06/30/10	UNT	\$87.24
To provide counseling and prepare educational and long term plans for ESL students.				
Nguyen, William	02/04/10	06/30/10	EXH	\$29.46
To review textbook chapters and SLO's for new Chemistry telecourses.				

CURRICULUM COMMITTEE

Name	Start Date	End Date	Pay Type	Pay Rate
Fry, Marilyn	01/30/10	05/30/10	ACS	\$150.20
Lovig, Margaret	01/30/10	05/30/10	ACS	\$450.60

INSTRUCTIONAL UNIT ASSISTANT

Name	Start Date	End Date	Pay Type	Pay Rate	Discipline
Basabe, Sandra	01/30/10	05/30/10	IUM	\$600.80	Foreign Language
Clay, Caron	01/30/10	05/30/10	IUH	\$600.80	Emeritus
DeVirgilio	01/30/10	05/30/10	IUH	\$600.80	Visual Arts
Ellis, Jeanette	01/30/10	05/30/10	IUM	\$300.40	Psych/Parent Educ
Feldon, Fred	01/30/10	05/30/10	IUM	\$901.20	Math
Leighton, Kenneth	01/30/10	05/30/10	IUM	\$600.80	English/Humanities
Johnson, Daniel	01/30/10	05/30/10	IUM	\$901.20	Social Sciences
Lockwood, Frederick	01/30/10	05/30/10	IUM	\$901.20	Business
Lovig, Margaret	01/30/10	05/30/10	IUM	\$387.52	Paralegal Studies
Miller, Rosemary	01/30/10	05/30/10	IUH	\$300.40	Foreign Language
Proppe, Jean	01/30/10	05/30/10	IUH	\$600.80	Performing Arts
Ryan, Celeste	01/30/10	05/30/10	IUM	\$901.20	ABI Program
Sampson, Kevin	01/30/10	05/30/10	IUH	\$300.40	Emergency Mgmt
Secord, Debra	01/30/10	05/30/10	IUM	\$901.20	Gerontology/Hlth/PE
Warner, Michael	01/30/10	05/30/10	IUM	\$901.20	CST/Digital Media
Warwick, Randall	01/30/10	05/30/10	IUM	\$901.20	Science
Whitson, Stephen	01/30/10	05/30/10	IUH	\$600.80	Accounting
Wild, Michelle	01/30/10	05/30/10	IUM	\$901.20	ABI Program
Worden, Mark	01/30/10	05/30/10	IUH	\$600.80	Bus Computing

GOLDEN WEST COLLEGESPECIAL ASSIGNMENT

Name	Start Date	End Date	Pay Type	Pay Rate
Boswell, Glen	01/30/10	05/30/10	PDM	\$43.23
To act as Project Coordinator.				

Schibsted, Penny 01/30/10 05/30/10 PDH \$29.46  
To prepare assignments for students in the Nursing Lab.

#### ORANGE COAST COLLEGE

##### INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Behr Laura	01/30/10	05/30/10	IUM	\$1502.00	Physical Ed
Bloomfield, Lisa	01/30/10	05/30/10	IUM	\$1502.00	Digital Media Arts
Clark, Gregory	01/30/10	05/30/10	IUM	\$1502.00	Business
Flowers, Carol	01/30/10	05/30/10	IUM	\$1502.00	Accounting
Gillissen, Blade	01/30/10	05/30/10	IUM	\$1502.00	Photography
Golson, Daniel	01/30/10	05/30/10	IUM	\$1502.00	Theater Arts
Harlon, Anna	01/30/10	05/30/10	IUM	\$1502.00	Physical Ed
Knox, John	01/30/10	05/30/10	IUM	\$1502.00	Physical Ed
Lazarus, Robert	01/30/10	05/30/10	IUM	\$1502.00	Film/Video
Maran, Janice	01/30/10	05/30/10	IUM	\$1502.00	Physical Ed
Morgan, Dennis	01/30/10	05/30/10	IUM	\$1502.00	Business
Murphy, Timothy	01/30/10	05/30/10	IUM	\$1502.00	CS/CIS
Naesse, Irene	01/30/10	05/30/10	IUM	\$1502.00	Geography
Saichek, William	01/30/10	05/30/10	IUM	\$1502.00	Bus Computer
Soto, Ricardo	01/30/10	05/30/10	IUM	\$1502.00	Music
Whitridge, Roger	01/30/10	05/30/10	IUM	\$1502.00	Art Dept

##### INTERSESSION COUNSELOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bagatourian, Linda	01/05/10	01/20/10	IUM	\$82.90
Cuellar, Eric	01/04/10	01/15/10	IUM	\$73.32
Figueroa, Benjamin	01/14/10	01/20/10	IUM	\$89.89
Goetz, Steven	01/04/10	01/05/10	IUM	\$103.76
Guillen, Alex	01/25/10	01/26/10	IUM	\$100.46
Jupiter, Cheryl	01/11/10	01/20/10	IUM	\$103.76
Keegan, Diane	01/20/10	01/21/10	IUM	\$103.76
Kirch, Stacy	01/04/10	01/08/10	IUM	\$90.55
Marron, Elias	01/11/10	01/12/10	IUM	\$97.15
Nguyen, Jessica	01/14/10	01/21/10	IUM	\$79.39
Schneiderman, Robert	01/12/10	01/22/10	IUM	\$93.85
Wickremesinghe, M.	01/12/10	01/13/10	IUM	\$85.26

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/30/10 to 05/30/10** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

#### CCC

<u>Name</u>	<u>LHE</u>
Desmond, Debra	2.62

#### GWC

<u>Name</u>	<u>LHE</u>
Contopoulos, Nicholas	4.50
Jones, Barbara	
01/30/10-05/30/10	5.90

01/30/10-03/28/10	4.29
04/05/10-05/30/10	2.25
Miller, Stephen	4.00

OCC

<u>Name</u>	<u>LHE</u>
Anderson, Jennifer	0.90
Barvarz, Parnian	6.17
Beau, Leslie	6.00
Behr, Laura	4.33
Bloomfield, Lisa	1.80
Carlson, Ravin	2.67
Clark, Gregory	3.50
Corley, Cynthia	1.40
Cox, Steven	5.40
Cutenese, Charles	3.83
Desurra, Christopher	6.00
Ernsberger, Gabriela	5.00
Flowers, Carol	4.50
Gilbert, Stephen	5.16
Gillissen, Blade	3.52
Gleason, David	5.54
Golson, Christopher	5.40
Golson, Daniel	3.80
Gordon, Lee	4.50
Gould, Brian	4.50
Hall, William	4.00
Hayes, Laird	3.75
Heavern, Irene	0.50
Hollander, Gena	3.00
Hunter, Amelie	0.90
Iacopetti, Anthony	0.59
Jennings, Donald	6.30
Jorgensen, James	1.66
Knox, John	2.76
Kraft, Richard	3.20
Lazarus, Robert	4.10
Lewis, Brian	6.00
Luckring, Eve	1.00
Marron, Elias	2.00
Morgan, Arabian	6.50
Morgan, Dennis	4.50
Murphy, Timothy	5.17
Naesse, Irene	1.00
Navidad, Apolinario	5.50
Neil, Jeanne	4.00
Ochoa, Marco	1.67
O'Connor, Robin	2.18
Parker, Peter	1.00
Rickerson, Irini	3.00
Saichek, William	6.00
Salinger, Joan	0.90
Skeie, Leon	3.83
Smith, Carl	2.75
Smith, Kevin	0.59

Sohl-Ellison, Linda	1.79
Soto, Ricardo	6.50
Spencer, Steve	3.80
Steadry, Frederick	3.00
Sugden, James	4.00
Tennant, Wayne	1.80
Watson, Don	0.58
Watson, Maryann	6.00
Wheaton, Dana	5.30
Whitridge, Roger	6.30

## 2. Substitute Faculty

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$45.69/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2009-10 academic year.

### Golden West College

#### Fall

Jimmons, Charlotte  
Kaiser, Milfanwy

## 3. Full time Faculty

None.

## 4. Part time Faculty

### SPRING

Assignments during the period **01/30/10-05/30/10** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

### Coastline College

<u>Name</u>	<u>LHE</u>
Adler, Roberta	3.000
Bai, Hannah	3.750
Caldwell, Avery	5.000
Cao, Thomas	4.000
Chabra, Shashi	3.000
Cole, Maureen	1.500
Kuang, Jessica	3.000
Terry, Brenda	2.125
Walker, Lynn	3.375
Worden, Mark	3.750

### Golden West College

<u>Name</u>	<u>LHE</u>
Brazney, Suzanne	6.375
Chrisco, Tiffanie	0.750

Cram, Collin	6.000
Daniels, Karen	8.670
Gimenez, Alejandro	4.260
Hughes, Mary-Linn	3.670
Leyson, Christine	7.250
Liu, Shin	9.940
Revilla, Candace	4.500
Rohlander, Nathan	5.333
Sagen, Arthur	3.000
Simpson, Matthew	9.255
Taylor, Christopher	1.250
Turnbull, Don	1.500
White, Carol	2.630

Orange Coast College

<u>Name</u>	<u>LHE</u>
Alegre, Mac	2.000
Angel, Kathryn	4.250
Asad, Raymound	3.750
Balding, Diane	8.362
Barton, Elizabeth	7.500
Becker, Lauren	4.000
Bianchi, Erin	1.500
Butler, Robert	3.000
Catanzaro, Matthew	1.438
Cheng-Chen, Judy	5.720
Craig, Sandra	7.250
Cutler, Nancy	2.625
Dean, Mary	3.000
Demello, Debra	3.000
Dickens, Donna	10.000
Djang, Stephanie	10.000
Ellis, Dale	2.000
Forssell, Erik	3.750
Fueger, Mary	1.500
Geil, Shane	2.750
Gibbs, Tim	3.000
Giffen, Ryan	9.750
Godfrey, Scott	3.000
Groendyke, Jaclyn	3.000
Grzeskowiak, Mark	2.333
Harloe, Linda	2.750
Healy, Mitchell	3.000
Hesse, Lisa	3.000
Horn, Elsa	3.000
Huang, Eleanor	3.500
Jackson, Mary	7.500
Jones, Christianne	9.000
Jones, Joyce	3.750
Kasmar, Steven	3.375
Kenney, Daniel	7.375
Kodama, Fredra	10.000
Larson, Jacqueline	4.250
Laskelle, Paula	1.000
Lee, Robin	3.750

Lognion, Casey	2.250
Moore, Carrie	3.000
Newell, Patricia	2.562
Nguyen, Duc	5.640
Nguyen, Kelly	3.000
Ochwatt, Jodie	9.750
Ortega, Yvonne	2.000
Ottley-Kiklowicz, Rachelle	4.250
Pierce, Donna	4.500
Quinonez, Dolores	1.833
Rafferty, Jennifer	0.998
Reinemann, Christine	3.000
Riggio, Alison	9.900
Robinson, Karen	3.000
Russell, Janet	4.500
Sabori, Sibley	3.000
Scagliotti, Patricia	1.000
Secor, Patricia	7.250
Seiersen, Christopher	3.000
Seilo, John	8.000
Senteno, Rudy	5.000
Silva, Joel	3.500
Silva, Ronald	2.250
Sloate, Barbara	1.000
Stebbins, John	7.000
Strickland, Trisha	2.750
Urtlik, Joy	7.000
Wilson, Nancy	3.500
Young, Tabitha	1.000
Zager, Christina	2.250

#### 5. Educational Administrator

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

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>Start Date</u>	<u>End Date</u>
Breihan, John	DIST	Interim Associate Vice Chancellor	02/04/10	05/31/10

#### 6. Classified Management

None.

#### 7. Classified Staff

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

Revision to Previous Board Action

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>Start Dt</u>	<u>Picmt</u>	<u>Vacancy #</u>
Gonzalez, Fernando	OCC	Accounting Fiscal Specialist*	01/21/10	E-52-03	O-005-10

\*Title correction.

**8. Reclassification and Reorganization/Reassignment**

None.

**9. Classified Temporary Assignments**

It is recommended that authorization be given for the following changes for Classified Staff working temporarily Out of Class (minimum of 7.5% differential):

Revisions to Previous Board Action

<u>Name</u>	<u>Loc</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Picmt</u>
Bach, Bebe	OCC	HR Specialist	Div/Area Office Coord.	Extend end date from 12/31/09 to 01/10/10	E-49-05
Crumsey, Marie	OCC	Bookstore Oper Coordinator	Special Assignment	Extend end date from 02/28/10 to 05/31/10	E-45-05*

\*Includes 7.5% diff.

**10. Hourly Staff**

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

EXTEND is noted when an already approved assignment has an extended end date.

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Hehn, Linda	OCC	01/25/10	06/30/10	110001-210001	M,T,W,TH,F
Millfelt, Donna	CCC	02/24/10	06/30/10	818030-879910	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Wright, Donna	OCC	02/04/10	06/30/10	110001-212100	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Arellano, Mario	OCC	02/04/10	06/30/10	127005-258900	M,T,W
McDonald, Brent	OCC	02/04/10	06/30/10	127005-258900	M,T,H,F
Nguyen, Tony	OCC	02/04/10	06/30/10	127005-258900	M,T,H,F
Taylor, Travis	GWC	02/06/10	06/30/10	813015-381401	S,SU

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Campos, Guadalupe	GWC	02/04/10	06/30/10	124005-256203	M,T,W,TH,F,S
Contreras, Rebecca	GWC	02/04/10	06/30/10	124006-361516	M,T,W,TH,F,S
	GWC	02/04/10	06/30/10	124005-256203	M,T,W,TH,F,S
	GWC	02/04/10	06/30/10	124007-856101	M,T,W,TH,F,S
	GWC	02/04/10	06/30/10	124052-343303	M,T,W,TH,F,S
Rincon, Kimberly	GWC	02/04/10	06/30/10	124006-361516	M,T,W,TH,F,S
	GWC	02/04/10	06/30/10	124005-256203	M,T,W,TH,F,S
	GWC	02/04/10	06/30/10	124007-856101	M,T,W,TH,F,S
	GWC	02/04/10	06/30/10	124052-343303	M,T,W,TH,F,S

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Cuevas, Manuel	CCC	02/01/10	04/30/10	818030-847515	M,T,W,TH,F
Nguyen, Trung	CCC	12/15/09	02/26/10	120010-850101	M,T,W,TH,F
Reyes II, John	CCC	02/01/10	04/30/10	818030-847515	M,T,W,TH,F
Salazar, Paul	CCC	12/15/09	02/26/10	120010-850101	M,T,W,TH,F
Schubert, Robert	CCC	01/29/10	03/31/10	110001-880001	M,T,W,TH,F

#### 11. Substitute Classified

It is recommended that authorization be given for the following hourly Substitutes, on call, as needed to perform noncertificated substitute services for classified employees temporarily absent from departments which have state mandated coverage requirements, or which perform services directly related to the safety and maintenance of the campuses.

##### Orange Coast College

Romero, Angela

#### 12. Clinical Advisors/Summer

None.

#### 13. Medical Professional Hourly Personnel

None.

#### 14. Student Workers

It is recommended that authorization be given for the following hourly employment of either full time

02/03/10 Bd

students enrolled in 12 or more units per semester, or part time students enrolled in less than 12 units per semester in any college work-study program, or in a work experience education program, with duties performed not to result in the displacement of any classified personnel, or impair existing services.

Golden West College

Gadia, Myramay  
Granath, Russell  
Lopez, Judith  
Miles El, William  
Pham, Quynh  
Porter, Robert  
Refky, Maria

Appendix B

# Diversity Data

## February 3, 2010

District Office of Human Resources  
Joseph N. Quarles, Ed.D.





**District Office of Human Resources  
Diversity Report - Fall 2009**

**Educational Administrators**

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
5	3	1	4	0	0	39	1	0	22	31	53
9.43%	5.66%	1.89%	7.55%	0.00%	0.00%	73.58%	1.89%	0.00%	41.51%	58.49%	

**Tenured/Tenure Track Faculty**

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
37	16	1	51	3	3	347	15	1	244	230	474
7.81%	3.38%	0.21%	10.76%	0.63%	0.63%	73.21%	3.16%	0.21%	51.48%	48.52%	

**Part-Time Faculty**

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
116	17	12	80	5	4	782	26	1	566	477	1,043
11.12%	1.63%	1.15%	7.67%	0.48%	0.38%	74.98%	2.49%	0.10%	54.27%	45.73%	

**Classified Management**

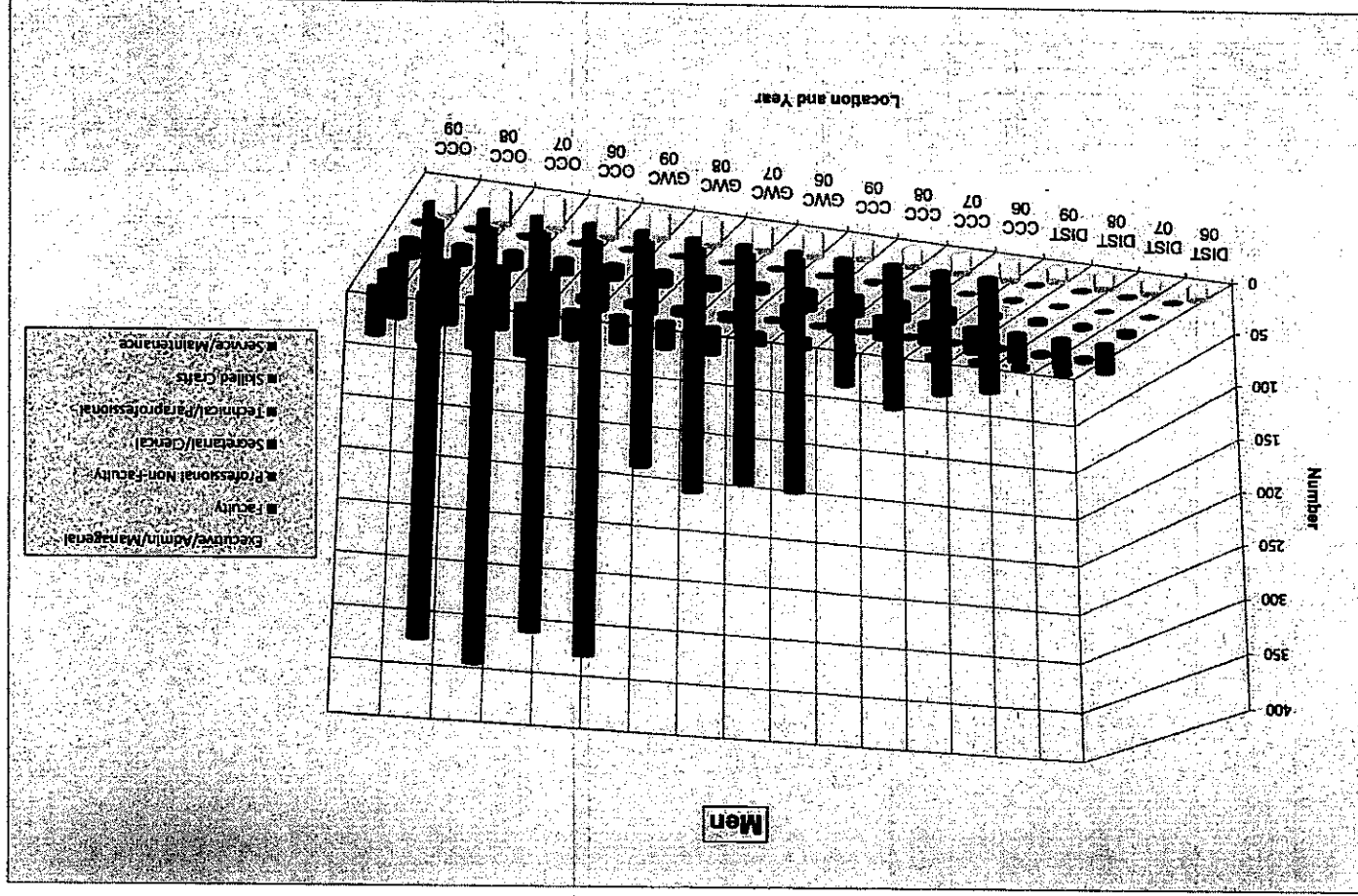
Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
5	4	1	10	0	0	73	2	1	53	43	96
5.21%	4.17%	1.04%	10.42%	0.00%	0.00%	76.04%	2.08%	1.04%	55.21%	44.79%	

**Classified Support**

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
146	17	15	175	3	10	406	34	4	503	307	810
18.02%	2.10%	1.85%	21.60%	0.37%	1.23%	50.12%	4.20%	0.49%	62.10%	37.90%	

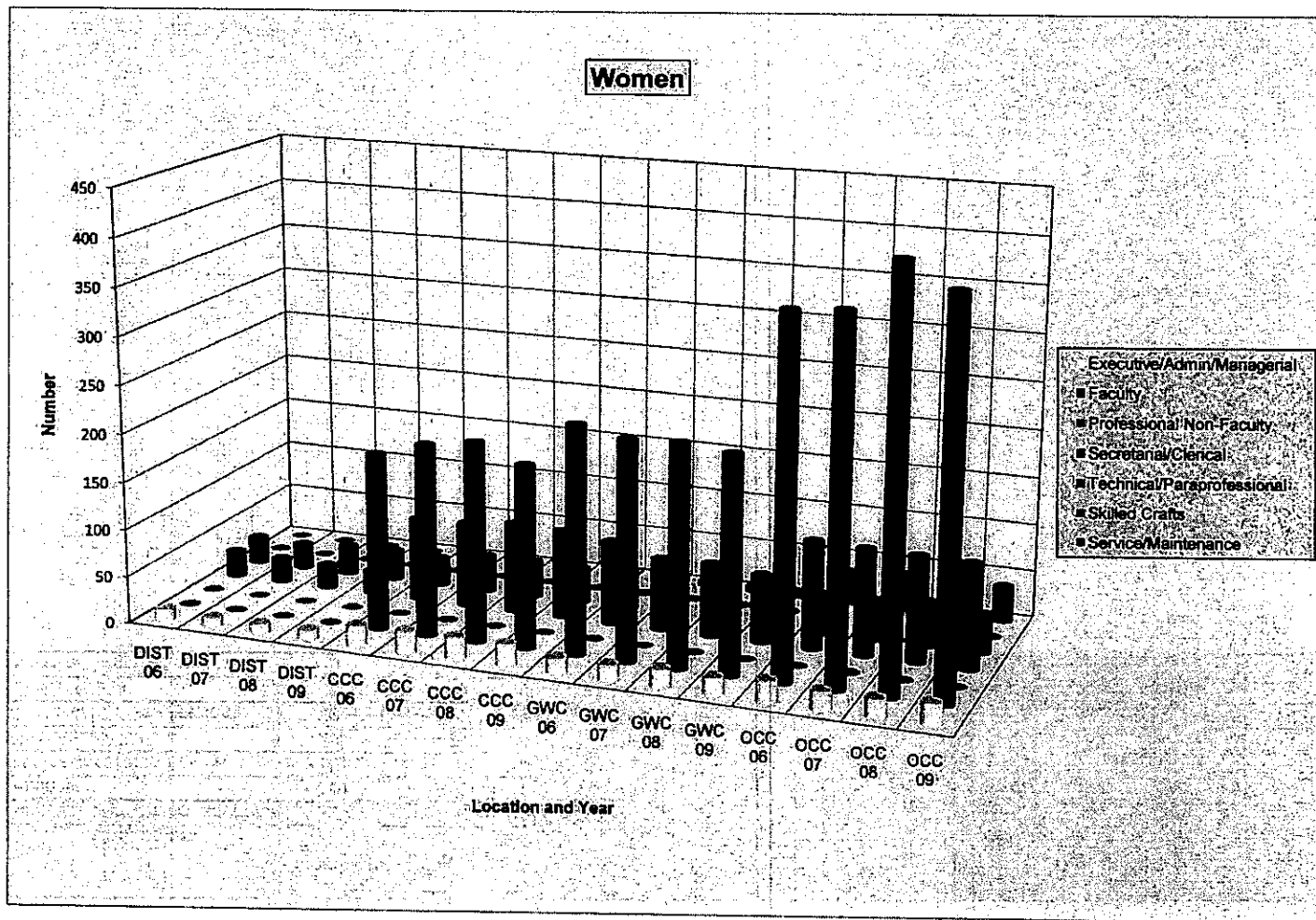
**Men**

Occupation	DIST 06	DIST 07	DIST 08	DIST 09	000 06	000 07	000 08	000 09
Executive/Admin/Managerial	12	12	13	12	27	26	28	27
Faculty	0	0	0	0	383	366	396	379
Professional Non-Faculty	0	0	1	1	1	1	1	1
Secretarial/Clerical	5	3	4	4	14	15	17	17
Technical/Paraprofessional	29	29	28	25	58	58	59	59
Skilled Crafts	4	4	3	2	13	12	13	15
Service/Maintenance	5	5	5	5	50	49	48	47



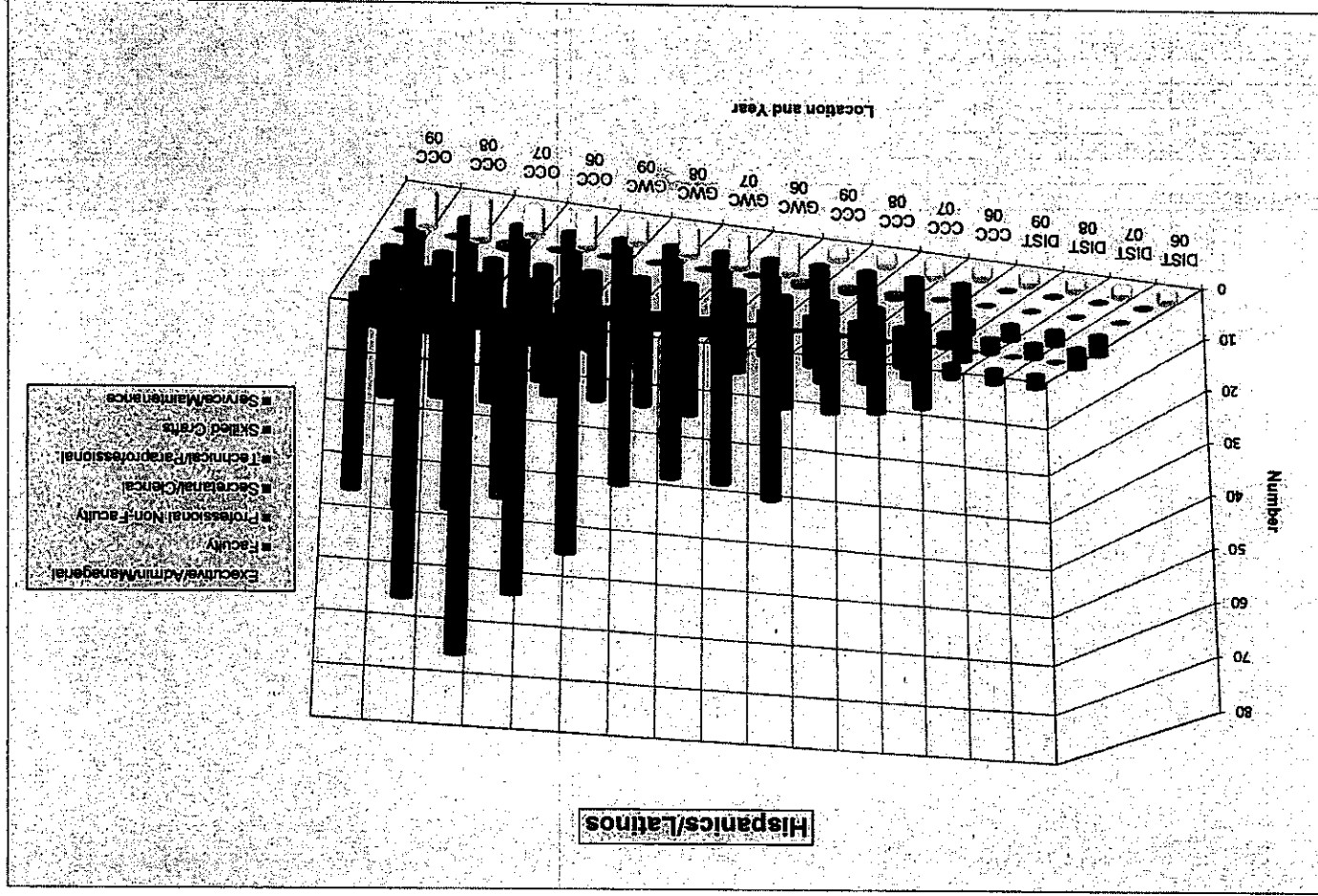
**Women**

<b>Occupation</b>	<b>DIST 06</b>	<b>DIST 07</b>	<b>DIST 08</b>	<b>DIST 09</b>		<b>OCC 06</b>	<b>OCC 07</b>	<b>OCC 08</b>	<b>OCC 09</b>
Executive/Admin/Managerial	12	10	10	10		23	20	20	23
Faculty	0	0	0	0		370	374	426	401
Professional Non-Faculty	0	0	0	0		0	1	0	0
Secretarial/Clerical	28	26	25	25		115	113	112	111
Technical/Paraprofessional	29	27	31	32		42	43	48	42
Skilled Crafts	0	0	0	0		0	0	0	0
Service/Maintenance	0	0	0	0		35	38	41	39



**Hispanics/Latinos**

Occupation	DIST 06	DIST 07	DIST 08	DIST 09		OGG 06	OGG 07	OGG 08	OGG 09
Executive/Admin/Managerial	2	2	2	2		6	5	7	6
Faculty	0	0	0	0		58	66	77	68
Professional Non-Faculty	0	0	0	0		0	1	0	0
Secretarial/Clerical	4	3	3	3		22	27	27	28
Technical/Paraprofessional	4	3	3	3		12	10	12	12
Skilled Crafts	0	0	0	0		5	5	5	8
Service/Maintenance	3	3	3	4		37	40	41	38



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

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
1	12/9/09	Lorraine Prinsky; 2 <sup>nd</sup> Walt Howald	Chancellor	Provide the Board with frequent updates on the District's compliance with the 50% Law and that every other meeting provide the Board with an understanding of the impact of the ENDS Program on the 50% Law	Ongoing	P
2	11/18/09	Walt Howald; 2 <sup>nd</sup> Lorraine Prinsky	Chancellor	Provide a status report of the OCC Bookstore and Food Service revenue matter.	April 21, 2010	P
3	11/18/09	Jim Moreno; 2 <sup>nd</sup> Mary Hornbuckle	Chancellor	Provide a report of Operational Issues at Golden West College Bookstore and provide suggestions for improvement.	Pending	P
4	11/18/09	Jerry Patterson; 2 <sup>nd</sup> Mary Hornbuckle	Interim Associate Vice Chancellor of Educational Services	Provide a summary with explanation when there is a change to Instructional Material Fees. Provide a copy of attachments and summary to the Board of Trustees' Office for Trustees and the public to review.	Ongoing	Ongoing
5	8/19/09	Mary Hornbuckle; 2 <sup>nd</sup> Lorraine Prinsky	Chancellor/District General Counsel	Review Agreement with Time Warner Cable for the purpose of utilizing a dedicated circuit connection between Golden West College data network and Time Warner Cable, and return to the Board in August 2011 for reconsideration.	August 2011	P
6	05/06/09	Jerry Patterson; 2 <sup>nd</sup> Jim Moreno	Chancellor	Provide the Board with a progress report, including timelines, on the review of all Management, Faculty and Classified Hiring Policies. Establish Timelines for review process. Return to Board for Reconsideration. Outline Process for Board Discussion.	February 17, 2010	P
7	05/06/09	Walt Howald 2 <sup>nd</sup> Mary Hornbuckle	Chancellor	Provide progress report on Common Course Numbering: current status, steps needed to be taken to complete implementation and provision of a timeline. Invite Trustees to Friday meeting concerning Common Course Numbering.	March 17, 2010	P
8	3/5/08	Jerry Patterson; 2 <sup>nd</sup> Walt Howald	Chancellor	Revisit Participatory Governance Policies and Procedures	March 3, 2010	P
9	7/16/08	Walt Howald; 2 <sup>nd</sup> Jim Moreno	Chancellor	The Vice Presidents at the three colleges, Academic Senate Presidents among other District-wide groups will discuss coordination of college curricula matters including CTE and occupational course and program duplication. Written status report on progress of President Obama's American	Status report due February 17, 2010	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
				Graduation Initiative.		
10	8/6/08	Jerry Patterson; 2 <sup>nd</sup> Walt Howald	Chancellor	Develop Board Policy relating to Academic Senate Presidents, including reporting structure, defined organizational chart, definition of committee planning structure, and definition of Board of Trustee responsibilities in relation to the Academic Senate	March 17, 2010	P
11	9/17/08	Jim Moreno; 2 <sup>nd</sup> Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	July 21, 2010	P
12	9/17/08		Chancellor	Develop Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	February 17, 2010	P
13	2/09/09	Walt Howald 2 <sup>nd</sup> Mary Hornbuckle	Chancellor	Report back in a Year to see how the Adoption of Accountability Reporting for Community Colleges is working.	February 17, 2010	
14	9/17/08	Board	Chancellor and Vice Chancellor of Human Resources	Prepare a succession plan for faculty, staff and administration, based on careful identification of estimated dates of retirement and field of work – and tied into District educational needs and program review. Included are training programs to develop future leaders from among those in the District's employ.	April 21, 2010	P
15	9/17/08	Board	Chancellor	Refine and advance the relationship among the three colleges and District Office, including creation of District-wide governance bodies and assumption of a more directive and active role for the Chancellor's Office. The result will be active coordination of the District's various components. While the District will work through its three colleges, the Chancellor's Office will play a more significant role in directing the colleges to collaborate, respond to local need, and allocate funding accordingly.	Pending	P

**AGREEMENT BETWEEN  
PROFESSIONAL PERSONNEL LEASING, INCORPORATED.**

**And**

**COAST COMMUNITYCOMMUNITY COLLEGE DISTRICT**

**THIS AGREEMENT** is made and entered into this 17<sup>TH</sup> day of February, 2010, by and between Coast Community College District (hereinafter "District") and Professional Personnel Leasing, Inc., a California Corporation (hereinafter "Contractor") to provide professional and administrative services to District.

IT IS MUTUALLY AGREED that Contractor will provide professional and administrative services under the following terms and conditions listed below and as shown in Appendix "A".

**NOW, THEREFORE**, it is agreed as follows:

1. **Assignment of Personnel.** Contractor shall assign Subcontractor **Ed Frantantaro** to perform the services described in this agreement and represents that he is fully qualified and competent to perform the enumerated duties. If at any time for any reason Subcontractor is unable to perform the services described in this agreement to the satisfaction of the District, the District may terminate this agreement upon 5 days notice to Contractor. Notice of termination may be given by mail, telephone or fax.

2. **District Support.** When the District requests in writing that they wish the Subcontractor to attend an educational conference, the District shall reimburse the Subcontractor for necessary transportation, meals, lodging, and registration fees for such conference in accordance with existing District policy and regulations.

3. **Indemnification.** Contractor agrees to defend indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages losses and expenses, including but not limited to attorney fees arising out of or resulting from the Contractor performance of this Agreement, which are not caused by District negligence, willful misconduct or lack of good faith.

District agrees to defend indemnify and hold harmless the Contractor and its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from the Districts performance of this Agreement, which are not caused by Contractors negligence, willful misconduct or lack of good faith.

4. **Contractor / Sub Contractor Not Employee of District.** It is understood that Contractor is responsible for the actions of its officers, employees, and servants; that District does not assume any liability under law for any act of Contractor, its officers, agent or employees while traveling to or performing the duties set forth in this Agreement. Furthermore, as Sub Contractor is a self employed independent contractor, neither the District nor PPL shall be responsible for the payment of any unemployment insurance, Workers' Compensation Insurance, Social Security or Medicare taxes, or contribution of federal or state income tax withholding for or on behalf of the Sub Contractor.

5. **Payment.** Payment in consideration of this Agreement shall be \$ 498.18 for each day of service rendered by the Subcontractor. Contractor will bill District at the end of each month for Subcontractor services outlined in Appendix "A" and will bill an additional fee of 20% of that amount for contractor administrative services.. The District will reimburse Contractor for services provided within thirty days (30) of receipt of a valid invoice.

6. **Status of District and PPL.** It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and Contractor, but is, rather, an agreement by and between the independent contractors, these being District and Contractor.

7. **Limitations of Consultant Powers.** Subcontractor shall perform the services as defined in Appendix "A". To the extent that the law allows, Subcontractor may discharge duties which are consistent with his status as an independent contractor. The District shall designate an employee(s) to discharge those duties and exercise those powers which can only be vested in a person employed by the District, and in that capacity the designated employee(s) and Subcontractor shall coordinate to ensure the orderly and consistent administration of the area of consultation.

8. **Compliance with Laws.** Subcontractor shall comply with all applicable Federal/State/Local laws, administrative regulations, District policies, and executive orders including but not limited to laws prohibiting discrimination based on age, disability, sex, race, creed, national origin and marital status.

9. **Terms of Agreement.** This Agreement shall remain in full force and effect beginning February 18, 2010 and ending June 30, 2010. This Agreement may be extended or canceled by mutual agreement of all parties hereto.

CONTRACT # CCCDEF0210

TAX ID # 33-0205012

PROFESSIONAL PERSONNEL LEASING, INCORPORATED.

DATED: February 18, 2010

\_\_\_\_\_  
By:  
Guy F. Lease  
Executive Vice President / CFO  
P.O. Box 17457  
South Lake Tahoe, CA 96651  
530 544-3973  
Cell: 530 307-9765  
[Guy.lease@gmail.com](mailto:Guy.lease@gmail.com)

COAST COMMUNITY COLLEGE DISTRICT

DATED: \_\_\_\_\_

\_\_\_\_\_  
By:  
Jerry Patterson  
President, Board of Trustees  
714-438-4848  
Fax 714-438-4862

**APPENDIX "A"**  
**INDEPENDENT CONTRACTOR**  
**PROFESSIONAL PERSONNEL LEASING, INCORPORATED.**  
**Ed Fratantaro**  
**SUBCONTRACTOR / Principal Consultant**

**DESCRIPTION OF SERVICES**

Consult and advise the Vice President of Instruction on the operation of the Business Division (Business, Computing and Career Services). These matters include, but are not restricted to the following:

1. Conduct an effectiveness analysis of the development of the division's semester schedules.
2. Review and revise the development and maintenance of the division budget.
3. Consult and assist in the identification of long range strategic goals for the division's instructional programs.
4. Participate in regular Division and Department meetings, including campus advisory committee meetings.
5. Consult and assist in the development and coordination of staff development activities for the division.
6. Assist and coordinate planning for college representation at regional, statewide and national organizations.
7. Provide input for specialized and regional business program accreditation.
8. Consult with faculty in developing industry partnerships and designing specialized student recruitment.
9. Consult and review preparation of the annual VTEA plan.
10. Provide input on college grant development activities and revenue sources.
11. Consult and review the campus internship academy and campus advisory committees.
12. Consult, review and assure the completion of the division plan as part of the college's educational master plan.
13. Consult and assist with course content review and identification of student learning and achievement.

The services of the Consultant specifically do not include the evaluation, hiring, firing, or supervision of any District personnel. Also, the Consultant shall not process any employee grievances in the course of fulfilling this Agreement, or sign any official District documents, nor perform any functions defined as "Creditable Service" by Education Code Section 22119.5.

## EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement is made and entered into by and between Catholic Healthcare West, a California nonprofit public benefit corporation ("CHW") doing business as St. Mary Medical Center ("Hospital") and Coast Community College District, a public education agency on behalf of Orange Coast College ("Entity").

### RECITALS

A. CHW owns and operates acute care hospitals and ancillary facilities, including Hospital.

B. Entity has an approved program for the instruction and training of students in the specialty listed in Exhibit A, ("Program") and such Program requires field experience in acute care hospital facilities and clinical facilities ("Facilities").

C. Hospital maintains Facilities that are appropriate for furnishing such experience.

D. It mutually benefits the Hospital and the Entity to allow the employees and students of Entity's Program ("Students") to use Hospital's clinical Facilities for their field experience, consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and in consideration of the mutual benefits to be derived therefrom, the parties agree as follows:

### ARTICLE I General Information

1. The Program is an educational Program of Entity and not Hospital's program. The Students participating in the Program shall be, at all times, under the exclusive control and are the exclusive responsibility of Entity.

1.1 Entity and Hospital shall mutually set the times, place and subject matter for the Program that will be conducted at Hospital.

1.2 Entity shall be responsible for assuring that Students observe the Hospital's rules and regulations and that Students will refrain from doing anything that might prove detrimental to Hospital or to its patients.

1.3 The Program shall be conducted without the payment of any consideration by Entity or Hospital to the other or to any Student participating in the Program.

1.4 The Parties agree that all Student activities required as a part of the Program will be performed under the appropriate supervision of a qualified Hospital employee.

1.5 The length of the Student's clinical experience at Hospital shall be set forth in Exhibit A.

1.6 The maximum number of Students who will be accepted at Hospital at any one time for clinical training shall be set forth in Exhibit A.

1.7 The educational objectives for the Program for Students gaining field experience at Hospital under this Agreement are set forth in Exhibit A, which may be updated by Entity from time to time. Hospital will provide Entity with a schedule of the work experience planned for each Student, prior to the Student's arrival at Facility.

1.8 Hospital may suspend or terminate any Student from Program, acting with or without cause. A Student may be suspended immediately, if, in Hospital's sole judgment and discretion, the Student's conduct or behavior threatens the health, safety or welfare of any patients, invitees, or employees at Hospital. An immediate suspension shall be imposed by Hospital on a temporary basis only until Hospital can confer with Entity and attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the Program is vested in Hospital.

## **ARTICLE II**

### **Non-Discrimination**

2. Neither Entity nor Hospital shall unlawfully discriminate against any person because of race, color, religion, sex, creed, marital status, national origin, age or handicap, or on any other basis prohibited by law.

## **ARTICLE III**

### **Responsibilities of Entity**

3. At least two weeks before a Student is scheduled to begin training at the Hospital, Entity shall provide Hospital with the information set forth in the Student Enrollment Form, which is attached hereto as Exhibit B, or in a form or format acceptable to Hospital.

3.1 Entity shall maintain the health certification documentation for each Student for the time the Student is in training at Hospital and for at least one year beyond the date the Student completed training at Hospital.

3.2 Entity shall obtain authorization from the Students to allow disclosure of Medical Information to Hospital. Entity shall make all its health records pertaining to Student available for inspection by Hospital upon reasonable request and notice.

3.3 Hospital shall not be responsible for providing any part of the health examination or health clearance, nor shall Hospital be responsible for any part of the cost of providing such health clearance or maintaining the health records required of Entity by this Agreement. Hospital may, at its sole option, provide health clearance services to a particular Student provided either Entity or Student agrees to pay for the services provided by the Hospital.

3.4 Entity shall immediately notify Hospital in writing of any current or past Student in the Program who has or had at the time of his or her field experience at Hospital a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in field experience at the Hospital, Entity shall remove Student until such time that he or she no longer poses a health risk. Entity shall provide Hospital with a written medical clearance signed by the Student's treating physician prior to the Student returning to Hospital.

3.5 Entity shall be responsible for all Students' academic preparation. Entity shall ensure that all Students have completed the required prerequisite didactic and clinical portion of the curriculum prior to their field experience at Hospital.

3.6 Entity is responsible for the general conduct of its Students and the Student's compliance with Hospital policies, rules and regulations during their field experience at Hospital.

3.7 Entity shall assure, to the satisfaction of Hospital, that each Program Student, prior to any patient observation period or participation in any clinical experience, has received training in blood and body fluid universal precautions consistent with the Center for Disease Control guidelines, including any Hospital orientation requirements. Entity will certify in the Student Enrollment form that the Student has completed the required training.

3.8 Entity shall appoint the individual named in Exhibit A to coordinate the Program for Entity ("Entity Coordinator"). The Entity Coordinator shall supervise all aspects of Entity's involvement in Program. All Entity Coordinators and other faculty shall abide by the Hospital's rules and regulations.

3.9 Entity shall notify all Program Students that they are required to:

3.9.1 Perform their functions in accordance with all the Hospital's policies and rules and with the rules and policies of the specific department or clinical Facility to which they are assigned;

3.9.2 Arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations;

3.9.3 Report to the Hospital on time, timely contact Entity and Hospital when they will be absent from the Hospital when they are scheduled to be at the Hospital, act in a professional manner, dress appropriately and follow all of Hospital's rules and regulations;

3.9.4 Assume responsibility for personal illness, necessary immunizations, tuberculin tests, chest x-rays, rubeola, rubella and varicella titer and annual health examinations;

3.9.5 Reimburse Hospital for any emergency health care or first aid provided by Hospital;

3.9.6 Maintain the confidentiality of patient information; and

3.9.7 Avoid infectious or communicable diseases and inform the Hospital and Entity immediately if they have or might have been exposed to an infectious or communicable disease.

3.9.8 Comply with the standards, terms, and conditions of this Agreement, including but not limited to Articles IX, X, and XI.

3.10 Entity shall arrange for periodic conferences between the Entity Coordinator and Hospital to evaluate the clinical experience provided under this Agreement.

3.11 Entity shall require each Student who participates in field experience in the Hospital to execute the Student Confidentiality Statement, which is attached hereto as Exhibit C and may be updated from time to time.

3.12 Entity shall be responsible for obtaining and maintaining all licenses, accreditations and certifications necessary for the Program, and shall assure that each Student has the requisite licensure, certification, education, experience, and competency required with respect to their field training and responsibilities hereunder. Entity shall at all times during the term of this Agreement have a business license, current with the city or other jurisdiction in which Entity is located (as determined by Entity's business address), and shall provide Hospital with a copy of its current validated business license. Entity shall obtain and maintain a certificate of qualification from the Secretary of State of the state in which Entity is conducting business prior to execution of this Agreement.

3.13 Entity shall provide to Hospital a copy of the curriculum vitae and State license (if any) for each Entity Coordinator and each Student who will participate in the Program at Hospital.

3.14 Entity represents and warrants that Entity, nor any of its Students, individuals, employees, or agents of Entity performing services hereunder have been excluded or limited from participating in Medicare, Medi-Cal, and / or any other federally financed health care program (the "Health Care Program"). Any Student or other personnel of Entity who becomes sanctioned or excluded during the term of this Agreement shall be immediately removed from any participating in the Program hereunder. Hospital may immediately terminate this Agreement in the event that Entity, or any Student, or any other Entity personnel performing services hereunder becomes sanctioned or excluded from the Health Care Program during the term of this Agreement.

3.15 Entity represents and warrants that it has checked the OIG List of Excluded Providers (the "List") and that neither Entity, any Student, employee, agent, or other Entity personnel performing services hereunder appears on said List.

3.16 Entity represents and warrants that prior to Student's participation in the Program, it has engaged an independent entity to conduct a background screening as required hereunder, and that each Student has conducted and successfully completed a criminal background check in accordance with the CHW standards set forth in Exhibit E-1, background screening scoring guidelines. The background screening shall include (at a minimum) a state and county criminal history investigation where the Student resides and where the Hospital is located ("Background Information") and a search of the National Sex Offender Registry ("Registry"). Any criminal history identified shall be reported to the Hospital prior to Student's participation in the Program, in accordance with Exhibit E-1. Entity shall provide Hospital with an executed original of Exhibit E, attached hereto, prior to any Student's participation in the Program. For Students under the age of eighteen (18) years, Entity shall secure at least one (1) recommendation from a reliable, non-related source (e.g. teacher, counselor, or pastor) and forward same to the Hospital prior to the Student beginning training at the Hospital.

#### **ARTICLE IV** **Hospital's Responsibilities**

4. Hospital shall accept from Entity the mutually agreed upon number of Students and shall permit said Students and Entity faculty access to Facilities as Hospital determines are appropriate for the purposes of providing the field experience expected in the Program.

4.1 The hospital coordinator at each Facility who will coordinate the Students' experiences at Facility for the Hospital is designated in Exhibit A. The Entity coordinator shall meet the academic and other standards agreed upon by Entity and Hospital.

4.2 Hospital will provide evaluations to Entity of each Student's performance in the Program using the forms provided by Entity and in accordance with time frames agreed upon by Entity and Hospital.

4.3 Hospital shall provide Students with any necessary emergency health care or first aid for accidents occurring at the Hospital. Student or Entity shall be responsible for paying the Hospital charges for such care.

4.4 Hospital shall, at all times, retain full responsibility for patient care management and related services.

**ARTICLE V**  
**Independent Contractors**

5. Entity and Students are and shall at all times be independent contractors with respect to Hospital in the performance of their obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, lease or landlord/tenant relationship between Hospital and Entity or Students. Neither Entity nor Students shall hold themselves out as an officer, agent, or employee of Hospital or incur any contractual or financial obligation on behalf of Hospital, without Hospital's prior written consent. In the event that a determination is made for any reason that an independent contractor relationship does not exist between Hospital and Entity or Student, Hospital may terminate this Agreement immediately upon written notice to Entity.

**ARTICLE VI**  
**Insurance**

6. Entity at its sole expense will procure and maintain in full force and effect, with one or more approved California insurance companies, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage, including the operation of a motor vehicles and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Such insurance will cover Entity, its faculty and Students. In the event that the professional liability policy is a claims made policy, Entity shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

6.1 Entity will provide Hospital with certificate(s) of the foregoing coverage prior to execution of this Agreement and at least annually thereafter. Entity shall provide at least thirty (30) days written notice to Hospital of any substantial change to or cancellation of said insurance.

6.2 Each Student shall procure at his or her sole expense professional malpractice insurance with an approved California insurance company with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. In the event that professional liability policy is a claims made policy, Student shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

6.3 Each Student shall also procure at his or her own expense adequate health care coverage to cover all necessary medical care. Hospital shall assume no responsibility for providing or paying for Student's medical care.

6.4 Entity shall procure and maintain Workers' Compensation insurance to cover its employees, agents and Students in compliance with the statutory requirements of California law.

6.5 Hospital will participate in the Catholic Healthcare West Self-Insurance Program to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Hospital will, upon request, provide Entity with evidence of the foregoing coverage.

6.6 Obligations pursuant to Article VI shall survive termination or expiration of this Agreement.

## **ARTICLE VII Indemnification**

7. Entity hereby agrees to defend, indemnify and hold harmless CHW, Hospital, its parents, subsidiaries, directors, officers, attorneys, agents and their employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of Entity, its Students, faculty, agents or its employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of Entity's obligations hereunder.

7.1 Obligations pursuant to Article VII shall survive termination or expiration of this Agreement.

## **ARTICLE VIII Term of Agreement**

8. This Agreement is for a term of one (1) year commencing on November 1, 2009 and it may be renewed by mutual written agreement of the parties. This Agreement may be terminated by either party, acting with or without cause, upon giving thirty (30) days prior written notice to the other party.

8.1 This Agreement shall immediately terminate if Entity's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Entity by any accreditation or regulatory agency.

8.2 Termination Upon Breach. In the event of a breach of this Agreement, the non-breaching Party shall give notice to the breaching Party setting forth the nature of the breach and specifying the applicable cure period for such breach, which cure period shall not be less than ten (10) days. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within the applicable cure period,

this Agreement shall, without any additional action, terminate upon the last day of the cure period unless the non-breaching Party, in its sole and absolute discretion, extends the cure period by written notice to the breaching Party.

## **ARTICLE IX**

### **Compliance with Laws and Standards of Conduct**

9.1 Entity shall comply, and shall require its Students to comply with any and all federal, state and local laws, rules, and regulations (collectively, "Laws") applicable to Entity, its faculty, agents, and Students, the provisions of the Program and Hospital. Entity further represents and warrants that Entity and Students shall comply with the Joint Commission ("JC") standards that apply to Hospital.

9.2 Entity shall comply, and shall require its Students to comply with the Hospital's policies, procedures and rules relating to the Program, including the Hospital's corporate compliance program. Entity shall cooperate with Hospital corporate compliance audits, review and investigations which relate to the Entity. Subject to Hospital's request, such cooperation shall include providing documents and/or information related to the Entity, Students and Entity activities that is in Entity's custody and control. When requested by Hospital, Entity shall participate in corporate compliance-related seminars and educational programs sponsored by Hospital as part of Hospital's corporate compliance program. Entity shall ensure that all Students have not been excluded, currently or in the past, from participating in any Federal or State health care program. Entity shall immediately remove any Student from the Program if the Student is excluded from participating in any Federal or State Health care program.

9.3 Entity agrees to amend this Agreement as may be necessary in order for Hospital to maintain its tax-exempt financing or to obtain new tax-exempt financing. Immediately upon request by Hospital, Entity shall execute any and all such amendments presented by Hospital and shall return said fully executed original amendments to Hospital forthwith.

#### 9.4 HIPAA Compliance.

a. Entity and Students may receive or acquire from Hospital "protected health information" ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). Entity agrees that all PHI acquired as a result of Students' training at Hospital is confidential and that both Entity and Students are prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital. Entity shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Hospital.

b. At the termination of this Agreement for any reason, Entity shall use its best efforts to return to Hospital or to destroy all written and electronic PHI received or acquired from Hospital. For example, such efforts may include destruction by shredding of students' essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI.

c. If Entity becomes aware of the unauthorized use or disclosure of PHI, Entity shall promptly and fully notify Hospital of all facts known to it concerning such unauthorized use or disclosure.

d. Entity agrees that if it breaches this provision, Hospital shall immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Hospital shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this confidentiality section by Entity.

e. The terms of this Section shall survive the expiration or termination of this Agreement.

9.5 Standards of Conduct. Entity and Students acknowledge that they have reviewed or will review the Catholic Healthcare West Standards of Conduct (the "Standards of Conduct"), a copy of which is available from Hospital's administration. Entity and Students shall comply with the Standards of Conduct to the extent they relate to the provision of the Program, the obligations of Entity and Students under this Agreement, or the business relationships or dealings between Entity, Students, and Hospital, any Affiliates or any of their respective directors, officers, employees, contractors, agents or suppliers of any kind.

## **ARTICLE X**

### **Confidentiality of Information**

10. The parties agree that information contained in this Agreement is confidential and contains proprietary information. The parties agree not to release information concerning this Agreement, as well as information regarding the operations of either party or other information considered confidential by either party, without the consent of the other party. This prohibition against release of information shall not apply to any information required to be released by law. The consent of the parties is not required for release of information that is in the public domain.

10.1 Obligations pursuant to Article X shall survive termination or expiration of this Agreement.

**ARTICLE XI**  
**Ethical and Religious Directives**

11. It is understood and agreed that the policies, rules and regulations of the Program as it operates on Hospital premises, as well as all acts performed in the administration of Program by Hospital, shall conform to the Ethical and Religious Directives for Catholic Health Facilities as promulgated from time to time by the National Conference of Catholic Bishops and as adopted by the Local Ordinary, as well as the policies and procedures established by Catholic Healthcare West and its Sponsoring Congregations (collectively, the "Ethical Directives"), a copy of which is attached hereto as Exhibit D. If compliance by the Students with the Ethical Directives conflicts with the policies, procedures or directives of Entity, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the parties cannot resolve the conflict, either party may terminate this Agreement immediately upon written notice to the other.

**ARTICLE XII**  
**General Provisions**

12.1 Assignment. Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither party may assign this Agreement without the written consent of the other party.

12.2 Arbitration.

12.2.1 Hospital and Entity agree to meet and confer in good faith to resolve any disputes that may arise between them under this Agreement. If such disputes cannot be resolved informally within a reasonable period of time, as determined by Hospital, the parties agree to submit the dispute(s) to binding arbitration.

12.2.2 Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the Orange County JAMS/Endispute panel, and selected in the sole discretion of the JAMS/Endispute.

12.2.3 The parties shall share all costs of arbitration. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.

12.2.4 The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05

of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator.

12.2.5 Arbitration shall take place in Pasadena, California unless the parties otherwise agree. As soon as is reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as is reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.

12.2.6 All decisions of the arbitrator shall be final, binding and conclusive on the parties, and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

12.2.7 Notwithstanding the foregoing, any and all arbitration proceedings are conditional upon such proceedings being covered within the parties' respective risk insurance policies. Notwithstanding the foregoing, however, neither party shall be required to arbitrate malpractice or other third party claims.

12.2.8 The provisions of this Section shall survive the termination of this Agreement.

12.3 Governing Law. This Agreement shall be governed by the internal laws of the State of California, not the law of conflicts.

12.4 Notices. Any notice required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery; or twenty-four (24) hours following deposit with a commercial carrier for overnight delivery; or three (3) days after deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing to the other in the manner provided herein.

If directed to Hospital:

St. Mary Medical Center  
1050 Linden Avenue  
Long Beach, CA 90813  
Att: President / CEO

Copy to:

Catholic Healthcare West  
251 South Lake Avenue, 8<sup>th</sup> Floor  
Pasadena, CA 91101-4842  
Att: VP, Associate General Counsel

If directed to Entity:

Coast Community College District  
2701 Fairview Road  
Costa Mesa, CA 92628-5005  
Att: CM Brahmhatt, Vice Chancellor  
Administrative Services

12.5 Captions. Any captions to or headings of the Articles, Paragraphs, Sections or subparagraphs or subsections of this Agreement are solely for the convenience of the parties, and shall not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder.

12.6 Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior written and oral agreements concerning the subject matter contained herein. Unless otherwise provided herein, this Agreement may be modified, amended or waived only by a written instrument executed by all of the parties hereto.

12.7 Interpretation. Whenever the context hereof requires, the gender of all terms shall include the masculine, feminine, and neuter, and the number shall include the singular and plural.

12.8 Construction of Ambiguities. The general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any provision of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to such ambiguous provision.

12.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the performance of such provision or any other instance. Any waiver granted by a Party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this Agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, nor shall any waiver constitute a continuing waiver.

12.10 Severability. In the event any part of this Agreement is declared invalid, such invalidity will not affect the validity of the remainder of the Agreement.

12.11 Attorneys' Fees. If any Party or Parties bring an action or proceeding arising out of or relating to this Agreement, the non-prevailing Party or Parties shall pay to the prevailing Party or Parties reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs (including the reasonable costs of Hospital's in-house counsel) and the fees and costs of experts and consultants.

12.12 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement.

12.13 Force Majeure. No Party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors) provided, however, that in any such event, each Party shall use its good faith effort to perform its duties and obligations under this Agreement.

12.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

12.15 No Third Party Beneficiary Rights. This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO EDUCATIONAL AFFILIATION AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

HOSPITAL:

Catholic Healthcare West,  
a California nonprofit public benefit  
corporation doing business as St. Mary Medical  
Center

Date: \_\_\_\_\_, 2010

By: \_\_\_\_\_

Its: \_\_\_\_\_

ENTITY:

Coast Community College District, a public  
education agency on behalf of Orange Coast  
College

Date: SEE PAGE 14a, 2010

By: \_\_\_\_\_

Its: \_\_\_\_\_

Signature Page: Continued from Page 14

**Orange Coast College**

By: \_\_\_\_\_

**Kevin Ballinger, Dean  
Consumer & Health Sciences**

By: \_\_\_\_\_

**Richard Pagel, Vice President  
Administrative Services**

**Coast Community College District**

By: \_\_\_\_\_

**President  
Board of Trustees**

Date: \_\_\_\_\_

## EXHIBIT A

1. Program Specialty:
  - Ultrasound
  - Neurodiagnostics
  - Cardiovascular Technician
2. Length of Field Training:
3. Maximum Number of Students at Any One Time:
4. Educational Objectives Set by Entity: Entity shall provide to Hospital prior to the start of each Clinical Rotation.
5. Entity Coordinator's Name: Entity shall provide to Hospital prior to the start of each Clinical Rotation.
6. Hospital's Coordinator's Name:

## EXHIBIT B

### Student Enrollment Form

**This form should be completed at least two weeks prior to the Student's Starting Date.**

Student's Name:

Training Dates:

#### Professional Liability Insurance

Required insurance: Student: \$1,000,000 per occurrence/\$3,000,000 aggregate

Entity: \$1,000,000 per occurrence/\$3,000,000 aggregate

**Health Certifications** (To Be Completed by Entity, which must obtain the Student's permission to release medical information)

Requirements: Check all that are Met:

- ☐ (a) A tuberculosis test ("PPD") or chest x-ray administered no more than one year prior to initiation of each Clinical Rotation;
- ☐ (b) Documentation of two rubeola and one rubella vaccinations, or positive rubeola and rubella titers;
- ☐ (c) Documented history of varicella exposure or positive varicella immune titer;
- ☐ (d) Evidence of hepatitis B vaccination or declination as required by the OSHA Bloodborne Pathogens standard; and
- ☐ (e) Evidence of current (within the past ten years) tetanus toxoid.
- ☐ (f) Proof of flu vaccination within six (6) months prior to the first day of any Student beginning his or her field experience at the Hospital, or written documentation of the Student declining the flu vaccination.

☐ Check here if the student has completed the required training in blood and body fluid universal precautions consistent with the Centers for Disease Control guidelines and the Hospital's standards.

**EXHIBIT C**

**Student Confidentiality Statement**

The undersigned understands that all medical information acquired as a result of his or her participating in work and/or healthcare activities at Hospital is confidential and that the undersigned is prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of students, or in the performance of administrative responsibilities at Hospital.

The undersigned agrees to protect the confidentiality of patient information as required by law at all times both during and following his or her relationship with Hospital.

Conversations between physicians, nurses and other healthcare professionals in the setting of a patient receiving care or between the undersigned and a patient are also protected and may not be discussed.

The undersigned recognizes that other sources of medical information include medical records, emergency room department and ambulance records, base station reports, W and I Code 5150 applications, child abuse reporting forms, elderly abuse reporting forms, laboratory requests and results, and x-ray requests and results.

The undersigned understands that a breach of this confidentiality by him or her may result in an action for damages against him or her as well as against Hospital. Hospital may terminate the individual's relationship with the Hospital based upon a single breach of confidentiality by him or her.

Date: \_\_\_\_\_

\_\_\_\_\_  
Student

Date: \_\_\_\_\_

\_\_\_\_\_  
Entity Supervisor

**ORANGE COAST COLLEGE  
AFFILIATION AGREEMENT**

THIS AGREEMENT, made this 1st day of June, 2010, pursuant to Education Code 78430 by between the trustees of the COAST COMMUNITY COLLEGE DISTRICT (CCCD) hereinafter called the "DISTRICT", 1370 Adams Avenue., Costa Mesa, CA 92626, on behalf of ORANGE COAST COLLEGE hereinafter called the "COLLEGE" and Torrance Memorial Medical Center, 3330 Lomita Boulevard, Torrance, CA 90505, hereinafter called the "MEDICAL CENTER."

WITNESSETH:

WHEREAS, the Trustees of the District have approved a program curriculum for Radiology Program at its ORANGE COAST COLLEGE campus which has approved an Diagnostic Medical Sonography and Radiologic Technology Technician Programs and such programs require clinical experience and the use of clinical facilities; and

WHEREAS, the COLLEGE program is accredited by the Joint Review Committee on Education in Diagnostic Medical Sonography, (JRC-DMS); the Joint Review Committee on Education in Radiologic Technology, (JRCERT); and the CA State Department of Public Health, Radiologic Health Branch, (CDPH-RHB).

WHEREAS, the MEDICAL CENTER has facilities suitable for the clinical needs of the College programs in Diagnostic Medical Sonography and Radiologic Technology Technician and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the College Diagnostic Medical Sonography and Radiologic Technology Technician Programs use the facilities of the Medical Center for their advanced field experience,

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

ARTICLE 1 – REQUIREMENTS, MEDICAL CENTER:

- A. Shall permit each student who is designated by the College pursuant to Article 2A, Paragraph A, to receive clinical experience at the Medical Center and shall furnish, and permit such students, free access to appropriate clinical facilities.
- B. Shall furnish appropriate learning resources in such a manner that there will be no conflict in the use thereof between the College's students and students from other educational institutions, if any.
- C. Shall provide staff adequate in number and quality for appropriate health care to individuals.

- D. Shall provide qualified preceptors for coordination and/or administration learning experience. Preceptors will participate in planning, assisting, and evaluating student learning experiences. Selection of preceptors will be mutually agreed upon by the College and the Medical Center.
- E. Shall be responsible for the supervision of students.
- F. Shall provide orientation to the Medical Center for students prior to beginning learning experiences.
- G. Shall meet with appropriate College faculty regularly to plan and promote effective learning experiences.
- H. Shall agree to indemnify, save harmless, and at the College's request, defend the College, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the College because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the Medical Center, its agents, or employees.
- I. Shall permit the responsible Health Care Administrator and other designated personnel to attend meetings of the College Health Advisory Committee, or Diagnostic Medical Sonography and Radiologic Technology Technician Programs to coordinate learning experiences provided for under this Agreement.
- J. Shall have the right, after consultation with the College, to refuse to accept for further learning experiences any of the College students who, in the Medical Center's judgment, are not participating satisfactorily in said program.
- K. Shall provide, upon request by any participating student, with such reasonable accommodations at the Medical Center as required by law in order to allow qualified disabled students to participate in the program.
- L. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the Medical Center or involving employees or agents of the Center, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the Center of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- M. As a self-insured Medical Center, the Medical Center shall provide evidence of coverage in the amount of 1 million dollars per occurrence, 3 million dollars aggregate.

A certificate of insurance shall be available upon request of the College.

ARTICLE 2 – RESPONSIBILITIES OF THE COLLEGE:

- A. Shall designate the students who are enrolled in the Diagnostic Medical Sonography and Radiologic Technology Technician Programs of the COLLEGE to be assigned for learning experiences at the Medical Center in such numbers as are mutually agreed to by both parties.
- B. Shall keep all attendance and academic records of students participating in said program.
- C. Shall certify to the Medical Center, prior to the student experience that students will comply with Medical Center health requirements for students:

Shall ensure that students be informed of the Medical Center health and safety requirements. The COLLEGE shall maintain student records verifying evidence of a positive Rubella titer or immunization record and a *quantitative* varicella titer; have either completed the Hepatitis B series, is HBsAB titer positive; or has an immunization waiver on file; a record of successful completion of annual tuberculosis screening within the past twelve months; and evidence of current seasonal and H1N1 influenza vaccinations or signed declination on file.

Shall ensure that student will be educated on and achieved successful completion of an American Heart Association BLS-HCP course, the Medical Center Age-specific exam, Infection control exam, and the Patient Safety Education exam. Records will be maintained by the COLLEGE and available on request.

Shall require students be educated on and sign a HIPAA Confidentiality agreement to be maintained by the COLLEGE and available on request.

- D. Shall inform every student to conform to all applicable Medical Center policies, procedures and regulations, and all requirements and restrictions specified jointly by representatives of the COLLEGE and Agency.
- E. The COLLEGE shall provide evidence of general liability coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. A Certificate of Insurance shall be provided to the Medical Center upon request.

The COLLEGE shall maintain and show proof of professional liability insurance coverage for its students in the amount of \$1,000,000 minimum coverage (either independently or on Institution's policy) listing Medical Center as the Certificate holder." The professional liability insurance shall carry a single limit of not less than \$1,000,000 per claim and \$3,000,000 aggregate.

Students are considered by the COLLEGE to carry the status of "learners" rather than employees of either the COLLEGE or the MEDICAL CENTER and therefore are not

eligible for Worker's Compensation Insurance. Students are required to carry their own health insurance. Proof of this insurance is required by the COLLEGE Diagnostic Medical Sonography and Radiologic Technology Technician Programs prior to a student being placed in an internship and available to the MEDICAL CENTER on request.

Students are not to be considered employees or agents of either the COLLEGE or the MEDICAL CENTER for any purpose, including Workers' Compensation or employee benefit programs, and the students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- F. Shall in consultation and coordination with the Vice President of Ancillary & Support Services or designee, plan for the learning experiences to be provided to students under this Agreement.
- G. Shall provide the Medical Center with the written philosophy, objectives of the Diagnostic Medical Sonography and Radiologic Technology Technician Programs course outline and objectives prior to the student's placement in the Medical Center.
- H. Shall in consultation and coordination with the Health Care Administrator and preceptor(s), arrange for periodic conferences between appropriate representatives of the COLLEGE and Medical Center to evaluate the learning experiences provided under this Agreement.
- I. The COLLEGE agrees to indemnify, hold harmless, and defend the Medical Center, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the Medical Center because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the COLLEGE, its agents, or employees.
- J. The COLLEGE shall ensure that students maintain his or her own medical insurance. In the event of a student injury while in the performance of the Agreement, the Medical Center is not responsible for medical payments or any losses that may arise as a result of any injury or illness.
- K. The COLLEGE shall direct its students to comply with the policies and procedures of Medical Center, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 C.F.R. parts 160 and 164. Solely for the purpose of defining the trainees' role in relation to the use and disclosure of Medical Center's protected health information, the trainees are defined as members of the Medical Center's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of the Medical Center.

### ARTICLE 3 – TERM OF AGREEMENT

This Agreement shall become effective on **JUNE 1ST, 2010**, and shall continue for **three (3) year(s)** until **JUNE 1ST, 2013**, provided, however, that it may be terminated by either party after giving the other party 90 days advanced written notice of its intent to do so; provided further, however, that such termination by the Medical Center shall not be effective, at the election of the College, as to any student who, at the date of mailing of said notice by the Agency, was participating in said program until such student has completed the program for the then current academic year. This agreement may also be terminated by either party without notice for cause.

Any written notice given under this Article 3 shall be sent by registered mail to the following persons, as the case may be:

COLLEGE:

Orange Coast College  
2701 Fairview Rd.  
Costa Mesa, CA 92628  
Name: Robert Dees  
Title: President

Copy to:

Coast Community College District  
(University)  
1370 Adams Avenue  
(Address)  
Costa Mesa, California 92626  
(Address)

MEDICAL CENTER:

Torrance Memorial Medical Center  
3330 Lomita Boulevard  
Torrance, California 90505  
Attn: Debby Kelley  
(Name)  
Vice President, Ancillary/Support Services  
(Title)

ARTICLE 4 – AMENDMENT OF AGREEMENT

This Agreement may, at any time, be altered, changed, or amended, by mutual agreement of the parties in writing.

ARTICLE 5 – MISCELLANEOUS

- A. Both parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties, and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- D. Neither party shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto.

Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the COLLEGE and the MEDICAL CENTER.

- E. Neither party shall discriminate in the assignment of student physical therapists on the basis of race, color, disability, sex, religion, national origin, ancestry, or any other basis prohibited by law.

#### ARTICLE 6 – PRIOR AGREEMENTS

This Agreement represents the complete and full agreement between the Trustees and the Medical Center with respect to the matters stated herein. Any agreements or promises made which are not reflected in the written terms of this Agreement are and shall be superseded by the terms of this Agreement and shall have no effect on the terms of this Agreement.

**ORANGE COAST COLLEGE  
COSTA MESA, CALIFORNIA**

By: \_\_\_\_\_

Name: Kevin Ballinger

Title: Dean, Consumer & Health Services

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Richard Pagel

Title: Vice-President , Administrative Services

**COAST COMMUNITY COLLEGE DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President, Board of Trustees

**TORRANCE MEMORIAL MEDICAL CENTER  
TORRANCE, CALIFORNIA**

By: \_\_\_\_\_

Name: Debby Kelley

Title: Vice-President, Ancillary/Support Services

Date: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

PRESBYTERIAN INTERCOMMUNITY HOSPITAL

COLLEGE AGREEMENT  
[Student Services Arrangements]

**COLLEGE AGREEMENT**  
**[Student Services Arrangements]**

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Presbyterian Intercommunity Hospital, Inc., a California nonprofit public benefit corporation, hereinafter called "Hospital," and COAST COMMUNITY COLLEGE hereinafter called "College." DISTRICT FOR ORANGE COAST COLLEGE.

**RECITALS**

WHEREAS, College is a school or vocational program with students in the field of ALLIED HEALTH; and

PROFESSIONS

WHEREAS, College warrants that College's employees/agents/students are qualified by skill, experience, training and certification to perform the services required by this Agreement; and

WHEREAS, the Hospital and College desire to enter into a contract pursuant to which College's employees/agents/students shall receive instruction and experience as ALLIED HEALTH PROFESSIONALS the Hospital on an independent contractor basis and provide certain services as more fully set forth herein;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. **Term and Termination.** This Agreement shall be effective FEB. 18, 2010 through MARCH 1, 2013. Either party may cancel this Agreement without cause or penalty, upon written notice, provided the notice to terminate is mailed to the other party by certified or registered mail not less than thirty (30) days in advance of termination.

2. **Description of Service.** College agrees to provide students to Hospital to perform or participate in the following services and programs :

- 2.1 OCC ALLIED HEALTH PROFESSIONS EDUCATION
- 2.2
- 2.3
- 2.4
- 2.5

Hospital's Education department maintains lists of persons identified by College as Students of College under this Agreement.

3. **Confidentiality.** College, for itself and on behalf of its designated employees, agents, and students set forth above, acknowledge(s) that in connection with Hospital's disclosure of information hereunder, he/she/it will acquire and make possible use of confidential information, which is not generally known to the public ("Confidential Information") and that maintenance of the proprietary character of the Confidential Information, to the fullest extent feasible, is important to Hospital. Therefore, in order to protect the Confidential Information, College and its designated employees, agents, and students set forth above, shall hold in confidence and shall not disclose to anyone, or use or otherwise exploit for his/her/its own benefit or the benefit of any other person or entity; the Confidential Information, except in connection with any contract with Hospital. This provision shall continue in effect notwithstanding the termination of this Agreement or any other agreement between the parties for any reason. Without such agreement, Hospital would not otherwise share the Confidential Information with College and its designated employees, agents, and students set forth above.

4. **Conflict of Interest Reporting and Representation.** College and its employees, agents, and students acknowledge and understand that Hospital maintains a policy respecting conflicts of interest requiring disclosure of all relationships which have the potential to give rise or actually do give rise to a conflict of interest on the part of College, inclusive of College's directors, shareholders, partners, employees, agents, students, family members, and other representatives. By College's execution of this Agreement, College represents and warrants that he/she/it is not aware of any actual or potential conflict of interest concerning Hospital or the subject matter of this Agreement or, alternatively, College has made written disclosure to Hospital concerning all actual or potential conflicts of interest, and Hospital has elected to proceed with this Agreement in spite of such disclosed actual or potential conflicts of interest. Conflicts of interest requiring disclosure include employment or service arrangements with entities or persons in competition with the Hospital; where an improper gain, advantage, or adverse effect on the interests of the Hospital would be obtained or result; personal and/or financial relationships with the Hospital and/or persons connected with the Hospital; and any other relationship, opportunity, or transaction which could negatively impact the judgment and/or ability of College and its employees/agents/students to fairly and completely fulfill the terms of this Agreement in an ethical and lawful manner.

5. **Taxes & Benefit Programs.** In the performance of the agreed services, College or College's employees/agents/students are not employees of Hospital, and Hospital will not provide to or pay for College or College's employees/agents/students any benefits normally furnished to employees of Hospital, including but not limited to workers' compensation insurance coverage, liability insurance coverage, health and accident insurance coverage, unemployment insurance coverage or retirement benefits. College shall be solely responsible for all tax liability and reporting requirements related to it and its students.

6. **Assigning and Supervision of Students.** College shall abide by the following terms and conditions:

6.1 Students assigned by College to Hospital under this Agreement are subject to approval by Hospital prior to assignment. Students will professionally, ethically and diligently carry

out their responsibilities hereunder in order to serve the best interest of Hospital's patients and Hospital.

6.2 All students supplied by College shall be appropriately screened by College in accordance with the terms of this Agreement and policies and procedures and, if applicable, consistent with the then current published standards of the Joint Commission on Accreditation of Healthcare Organizations.

6.3 College agrees not to solicit for hire any of Hospital's employees, and Hospital agrees not to solicit for hire any of College's employees, during the term of this Agreement and for a period of sixty (60) days following the termination of this Agreement without the prior approval of the President and Chief Executive Officer.

7. **Code of Conduct.** Insofar as applicable, College acknowledges, understands, and agrees to work in conjunction with Hospital's corporate compliance plan, attached hereto as Exhibit "A" in conformity with federal and state law. College acknowledges Hospital's commitment to corporate responsibility and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with Hospital's corporate compliance plan and the underlying philosophy and objective to promote good corporate citizenship, including a commitment to uphold a high standard of ethical and legal business practices and the prevention of misconduct. Any compliance violation shall constitute a material breach of this Agreement.

8. **Excluded Provider.** By entering into this Agreement, College hereby represents and warrants that College is not and at no time has been excluded from participation in any federally funded healthcare program, including Medicare and Medicaid (Medi-Cal). College hereby agrees to immediately notify Hospital of any threatened, proposed or actual exclusion from any federally funded healthcare program, including Medicare and Medicaid (Medi-Cal).

9. **HIPAA.** To the extent required by the provisions of HIPAA and regulations promulgated thereunder, College does hereby assure Hospital that it will appropriately safeguard protected health information made available to or obtained by College pursuant to this Agreement ("PHI"). Without limiting the obligations of College otherwise set forth in this Agreement or imposed by applicable law, College agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activities College performs on behalf of Hospital, specifically College shall:

- 9.1 Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
- 9.2 Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 9.3 Report to Hospital any use or disclosure of PHI not provided for by this Agreement of which College becomes aware;
- 9.4 Ensure that any subcontractors or agents to whom College provides PHI agree to the same restrictions and conditions that apply to College with respect to PHI;
- 9.5 Make available PHI in accordance with applicable law;

- 9.6 Make College internal practices, books, and records relating to the use and disclosure of PHI received from Hospital available to the Secretary of the United States Health & Human Services for purposes of determining Hospital's compliance with applicable law (in all events, College shall immediately notify Hospital upon receipt by College of any such request, and shall provide Hospital with copies of any such materials);
- 9.7 Make available the information required to provide an accounting of disclosures pursuant to applicable law; and
- 9.8 At termination of this Agreement, return or destroy all PHI that College still maintains in any form and retain no copies of PHI;
- 9.9 College agrees that this Agreement may be amended from time to time if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

10. **Indemnification.**

10.1 College agrees to defend any demand, claim or legal action commenced against Hospital caused directly or indirectly by wrongful or negligent acts of College's officers, employees, agents, students, or others engaged by College; and indemnify and hold harmless Hospital against any liability, loss, cost or damages, including reasonable attorney fees resulting therefrom.

10.2 Hospital agrees to defend any demand, claim or legal action commenced against College caused directly or indirectly by wrongful or negligent acts of Hospital's officers, employees, agents or others engaged by Hospital; and indemnify and hold harmless College against any liability, loss, cost or damages, including reasonable attorney fees resulting therefrom.

11. **Insurance.** College shall maintain in full force and effect at its sole expense the following insurance coverage:

11.1 Comprehensive general and/or professional liability covering College's officers, employees, agents, students, or others engaged by College. Minimum limit of liability insurance is \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Based upon the nature of the agreement, the organization may also require proof of automobile liability insurance and crime insurance. Hospital must be named an additional insured.

11.2 Workers' compensation coverage for College's legal and statutory obligations for damages due to bodily injury, personal injury, either by accident or disease, occurring to College's officers, employees, agents, or others engaged by College as a result of employment.

11.2.1 Students are not employees of either the College or the Hospital and therefore are not eligible for Workers' Compensation Insurance. Students are required to carry their own health insurance. The Hospital may provide emergency first aid only to student related injury or illness sustained as a result of the training program, at the expense of the student.

11.3 College shall provide Hospital with proof of insurance.

12. **Tools and Equipment.** The College shall furnish and be solely responsible for all equipment, tools, and instrumentalities that may be necessary to perform the College's services and obligations under this Agreement. Likewise, College, at College's sole expense, shall be responsible for the maintenance and repair of all of College's equipment, tools and instrumentalities used in the performance of this Agreement.

13. **Timely Completion.** Each party shall assure the completion of its services, in a timely manner.

14. **Qualifications.** The following documentation (if applicable) must be provided to the Hospital by College prior to any student beginning their assignment at the Hospital.

14.1 Proof of current CPR certification from American Heart Association (Healthcare Provider) only. Required for clinical students only.

14.2 Proof of compliance with applicable immigration laws and maintenance of current I-9 documentation, or current and valid student visa.

14.3 Students must be able to speak, write, and read the English language sufficiently to accurately and fully communicate with patients and staff and to complete required documentation.

14.4 Blood Borne Pathogens Training to be provided by College.

14.5 Drug Screening.

14.5.1 Amphetamines

14.5.2 Barbiturates

14.5.3 Benzodiazepines

14.5.4 Cocaine

14.5.5 Marijuana Metab

14.5.6 Methadone

14.5.7 Opiates

14.5.8 PCP

14.5.9 Propoxyphene

14.6 Education goals, syllabus, curriculum and educational objectives to be provided to Hospital by College.

14.7 Completion of Student Orientation Packet and Exam which covers the following Hospital specific topics: Hospital Mission, Vision, Values and Goals; Customer Service; Environmental Safety Procedures (including Fire and Electrical Safety; Medical Emergencies; Infection Control; Fall Reduction Program; Abuse Reporting Requirements; Chain of Command; Reporting of Concerns, Incidents, or Injuries; Population Specific Care; Team Building; Hazardous Materials; Procedures for Medical Equipment Repair; The Impaired Practitioner; and Pain Management.

14.8 Annual Physical and 1) date of current health history; 2) records of immunization; 3) date of physical limitations; and 4) TB test.

14.9 Background Check to Include:

14.9.1 Office of Inspector General (OIG)

14.9.2 Criminal

14.9.3 Social Security

15. **Laws, Rules and Regulations.** College and its students shall at all times strictly comply with all of the terms and provisions of this Agreement and all laws, ordinances and governmental regulations, Hospital policies, rules and regulations which now are in force or effect or may hereafter be in force, relating to the College, including the applicable rules and regulations of the Joint Commission on Accreditation of Health Care Organizations, and any other governmental or other organization.

16. **Books and Records.** Without waiving any rights to claim applicable privileges, for the purpose of verifying the nature and extent of the costs of services, College shall make this Agreement and its/his/her books, documents and records available to the Secretary of Health and Human Services, to the Comptroller General, or to any other authorized government College and/or party, or to their authorized representatives, to the extent required by Section 952 of the Omnibus Budget Reconciliation Act of 1980, and any other applicable law, rule and regulation. College agrees that if any of its/his/her duties under this Agreement are carried out through another organization, partnership, or party, it/he/she shall obtain the written undertaking of such other organization, partnership or party that it/he/she shall make its books, documents and records available on the same basis and to the same extent. Such access will be available until the expiration of four (4) years after the services to which the costs relate have been furnished.

17. **Assignment.** Neither party shall assign, sell or transfer this Agreement or any interest therein without first obtaining the written consent of the other party.

18. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled by binding arbitration. Said arbitration shall be initiated by either party hereto, in writing, and set forth the nature of the dispute to be arbitrated in accordance herewith. Said binding arbitration shall be conducted by an arbitrator selected from a panel from the American Arbitration Association, Los Angeles office. Said arbitration shall take place in Whittier and shall occur within ninety (90) days after the date of the written election to arbitrate referenced above. The conduct of said arbitration shall be in accordance with the rules and regulations of the American Arbitration Association, Los Angeles office. The decision made the arbitrator shall be binding and may be entered as a judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, this Section shall do nothing to limit or preclude Hospital or College from seeking and obtaining any and all injunctive relief that may be required under the circumstances.

19. **Audit Notice.** In the event that College is requested to disclose books, documents, or records relating to services rendered pursuant to this Agreement, College shall notify Hospital of the nature and scope of the request and College shall make available, upon written request of Hospital, all such books, documents, or records, during regular business hours of College.

20. **Disclosure.** College agrees, as necessary, to make proper disclosures to patients whom it/he/she refers to Hospital as to the relationship with Hospital, the availability of other sources of treatment, and the patient's free choice of matter.

21. **Attorneys' Fees.** Should either party institute any action or proceeding to enforce this Agreement or any provision hereof, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with such action or proceeding.

22. **Notices.** All notices which are required or permitted to be given pursuant to this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by telegraph, by electronic facsimile or by registered or certified mail, postage prepaid, addressed to a party as indicated below:

**If to Hospital:**

Presbyterian Intercommunity Hospital  
12401 Washington Boulevard  
Whittier, CA 90602  
Attn: Lon Orey, Vice President, Human Resources  
Fax: (562) 945-6854  
Phone: (562) 698-0811 Ext. 2883

**If to College :**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attn:** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Fax:** \_\_\_\_\_

Notices shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or telegraphed, or transmitted by electronic facsimile and, as to communications made by United States mail, on the third day after mailing. The above addresses may be changed by giving notice of such change in the manner provided above for giving notice.

23. **No Reciprocation.** The parties hereby acknowledge and agree that the benefits to College hereunder neither require nor are in any way contingent upon the admission, recommendation, referral, or any other arrangement for the provision of any item or service offered by Hospital or any of its affiliates, to any patients of College, or its agents or employees, as applicable. College shall be entitled to refer patients to any Hospital or other health care facility it deems best qualified to deliver medical services to a particular patient. College may provide services to other Hospitals and health care facilities, provided that such services do not interfere with College's duties under this Agreement.

24. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or any other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes, or other work interruptions by Hospital's employees or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.

25. **Gender and Number.** Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

26. **Nondiscrimination.** The parties agree to render the services contemplated herein without regard to race, age, sex, religion, creed, color, national origin or ancestry, physical handicap, medical condition, marital status, or sexual orientation of any patient. Hospital and College shall comply with all applicable local, state and federal laws and regulations respecting nondiscrimination.

27. **Successors and Assigns.** Subject to the provisions of Section 21 hereof, this Agreement and the rights, privileges, duties and obligations of the parties hereunder, and to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

28. **Waiver and Extension.** No waiver of or failure by any party to enforce any provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition or obligation, or any other provision, term, condition or obligation hereunder, whether the same or different in nature.

29. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

30. **Entire Agreement.** This document contains the entire understanding and sets forth the entire agreement between the parties. There is no other understanding or agreement not expressed in

this contract, and it supersedes all prior agreements, either oral or in writing. This Agreement may be amended or changed only by the mutual written consent of the authorized representatives of Hospital and College.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Hospital:  
PRESBYTERIAN INTERCOMMUNITY  
HOSPITAL, INC.  
12401 Washington Boulevard  
Whittier, CA 90602

College:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
James R. West  
President and Chief Executive Officer  
Date: \_\_\_\_\_, 200\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 200\_

## EXHIBIT "A"

### **COLLEGE CODE OF CONDUCT**

InterHealth Corp., Presbyterian Intercommunity Hospital, or any of its related entities ("Organization") exists to provide healthcare services to members of the communities it serves. All of its assets are held in charitable trust for this purpose and belong to the community at large. In support of its charitable healthcare mission, Organization will only do business with Colleges who compliment Organization's charitable objectives and have a strong commitment to business ethics and agree to abide by Organization's College Code of Conduct. Not only do Organization's patients expect it to deliver the best healthcare services available, but they also expect Organization to conduct itself ethically and responsibly. It is essential that Organization's business partners also abide by this expectation reflecting a commitment to ethical business practices and regulatory compliance. Organization expects that its Colleges will share and embrace the letter and spirit of Organization's commitment to integrity. Organization understands that its Colleges are independent entities but acknowledges that Colleges' business practices and actions may impact Organization. Organization fully expects that all Colleges and their employees, agents, students and subcontractors adhere to Organization's College Code of Conduct while they are conducting business with or on behalf of Organization. All Colleges should educate their employees, subcontractors, students and agents in order to comply with this College Code of Conduct.

#### **I. CODE OF CONDUCT**

**1.1. General Ethical Standards.** Colleges will operate in full compliance with applicable laws, rules and regulations and shall at all times act in a legal, ethical and moral manner while doing business with Organization.

**1.2. Compliance with Laws, Rules and Regulations.** Organization strictly obeys the laws and regulations that govern its business. Organization is responsible for understanding applicable laws and regulations and for preventing, detecting and reporting instances of non-compliance. Every College must conduct itself at Organization and when acting on behalf of Organization in a manner which is in full compliance with all applicable laws, rules and regulations as well as with all applicable Organization policies.

**1.3. Health & Safety.** Organization strives to maintain a safe and healthy working environment and expects that its Colleges will also provide a safe and health environment for their employees and that College will comply with all applicable environmental laws and regulations.

**1.4. Drugs and Alcohol.** Organization maintains a work environment free of drugs and alcohol. The use of drugs and alcohol can endanger lives and impact performance. The use, transfer, sale or possession of illegal drugs, alcohol or other controlled substances is prohibited.

**1.5. Employment Practices and Expectations.** Organization treats all of its employees with dignity and respect. Organization provides pay and benefits competitive within its business and the labor markets in which it operates and as consistent with individual performance. A diverse workforce is essential to Organization's business success. All Colleges are expected to respect and value the contributions that people of different characteristics, experiences and backgrounds offer. Colleges must promote a cooperative and productive work environment by supporting diversity of their workforce and commitment to providing equal employment opportunity to all qualified persons. Colleges must not unlawfully discriminate on any basis, including, but not limited to, race, color, sex, sexual orientation, religion, national origin, marital status, age, disability or veteran status. Colleges must not tolerate harassment in any form. Colleges shall comply with the Immigration Reform and Control Act of 1986 by employing only those persons authorized to work in the United States.

**1.6. Conflicts of Interest.** Organization's directors, officers and employees have an obligation to promote the best interests of Organization at all times. Colleges must avoid any action which may involve a conflict of interest with Organization. Conflicts of interests can exist due to personal relationships, relationships with family, other Colleges, customers or friends, competing with or having an interest in an enterprise that competes with Organization. Gifts and entertainment may be perceived as to create the appearance of a conflict of interest. Where conflicts of interest arise, Colleges must provide full disclosure of the circumstances to Organization.

**1.7. Gifts and Entertainment.** Organization does not accept gifts or business favors. Normal business lunches are permitted. Dinners, entertainment and trips may only be accepted when they have a definite business purpose and must first be approved by an Organization official. Organization encourages professional relationships with its Colleges and expects them to understand, respect and cooperate with this policy.

**1.8. Federal False Claims Act.** Congress has enacted the False Claims Act ("Act") to prevent and detect fraud, waste, and abuse in government spending. The Act prohibits a party from filing a false or fraudulent claim for payment by the government or government funded programs like Medicare or Medi-Cal. All Colleges are required to report concerns to Organization management or directly to the Organization Corporate Compliance Officer. Civil penalties for submitting false claims are currently \$5,000 to \$10,000 per claim, plus treble damages. Criminal penalties are up to \$25,000 and/or five (5) years in prison. The Act provides that an individual who is aware that the government is being defrauded can share that information with the government. If the government recovers money, the individual generally receives a portion of the recovered funds.

**1.9. Billing and Coding Integrity.** All Colleges who engage in billing and coding activities shall provide such services in an accurate and truthful manner. In particular, Colleges will adhere to the following: Colleges will only charge and submit for payment or reimbursement, claims for services actually rendered that are properly documented. Colleges shall provide an itemized statement of services and charges including the date of service. Colleges will not knowingly submit any claim for payment or reimbursement that is false, fraudulent, or fictitious. Colleges shall take prompt steps to alert appropriate management, Human Resources, or the Compliance Officer if inaccuracies are discovered in claims that have been submitted for reimbursement. Colleges will promptly refund any money received that is not owed. Colleges will take steps to promptly resolve conflicts regarding their billings. Colleges will not knowingly charge

or file a claim for services that were not rendered or were not rendered as described in the medical record. Colleges shall take prompt steps to notify the payer and correct the bill if material inaccuracies are discovered in claims that have been submitted.

**1.10. Antitrust Laws.** The antitrust and competition laws of the United States and California are designed to preserve and protect competition in goods and services. Every College must comply with applicable antitrust and competition laws.

**1.11. Keep Accurate and Complete Records.** It is essential that Organization maintain accurate information in all of its business affairs. It is equally essential that every College accurately and clearly report the relevant facts and true nature of any transaction. Any College that contributes to a medical record must provide accurate documentation and never alter or destroy anything that is part of the official medical record. All medical records and business documents must be maintained in accordance with state and federal law.

**1.12. Reasonable Compensation.** All of Organization's assets are impressed with a charitable trust as Organization is a tax-exempt non-profit organization. Organization is prohibited from paying in excess of fair and reasonable compensation to any College for goods and services.

**1.13. Confidentiality.** Organization is entrusted with confidential information concerning its business and its patients. Colleges must recognize that such information is the property of Organization. Furthermore, if Colleges receive protected health information in the performance of their obligations with Organization, Colleges shall at all times comply with all Healthcare Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") privacy laws. Any College receiving protected health information shall first execute and comply with Organization's HIPAA Business Associate Agreement to ensure the confidentiality and security of protected health information.

**1.14. Reporting Problems and Concerns.** Positive relations and morale can best be achieved and maintained in a working environment where ongoing and open communication exists among Organization management and personnel with outside Colleges. This includes candid discussions of problems and concerns. Colleges must report potential violations of laws, regulations, ethics, policies or procedures or this Code of Conduct. Initially, Colleges should contact the department management to whom they relate to voice their concerns. If concerns remain unsolved, Colleges are expected to raise the issues with individuals at the next management level, the Corporate Compliance Officer, and up to and including the highest level of management.

**1.15 Required Disclosures.** As applicable, College (which term shall include a principal, student, employee, or independent contractor of College) shall notify Organization in writing within three (3) days after any of the following events occurs: (i) the license(s) of any Vendor, including any physician or healthcare provider associated with Vendor to practice medicine or perform services in the State or any other jurisdiction, lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction; (ii) the medical staff membership(s) and/or privileges of any Vendor, Vendor physician or healthcare provider at any health care facility are denied, suspended, revoked, terminated, voluntarily relinquished (under threat of disciplinary action) or made subject to terms of probation or other restriction; (iii) any Vendor or Vendor physician or healthcare provider is required to pay damages in any malpractice

action by way of judgment or settlement; (iv) any Vendor and/or Vendor physician becomes the subject of an investigatory, disciplinary or other proceeding before any government, professional, licensing board, medical staff or peer review body; (v) drug Enforcement Agency number of Vendor or any physician or healthcare provider associated with Vendor is revoked, suspended, terminated, relinquished, placed on terms of probation or restricted in any way; (vi) an event occurs that substantially interrupts all or a portion of any Vendor's business or that materially, adversely affects Vendor's ability to perform its obligations hereunder; or (vii) the conviction of Vendor or any physician or healthcare provider associated with Vendor of a criminal offense related to healthcare or any listing of Vendor, or any physician or healthcare provider associated with Vendor by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

**1.16. Organization Compliance Hotline.** Under usual circumstances, Colleges are encouraged to report their concerns to the Compliance Officer. Organization has initiated a hotline for this purpose. Colleges can trust the confidentiality of the Hotline. To reach the hotline, call (866) 368-1901. The hotline is available 24 hours a day 7 days a week with the exception of 7 National Holidays. Requests for information or action will be handled promptly and professionally. All calls will remain confidential to the extent permitted by law unless the caller and Organization agree otherwise. Callers may remain anonymous. Understand, however, that there are circumstances when Organization may not be able to research a situation unless the identity of the caller is known. Organization will protect the privacy of any individuals alleged of wrongdoing when appropriate. As such, Organization may not be able to reveal any specific action taken against other individuals. Calls to the Hotline will not be traced or recorded. The Hotline is not intended as a vehicle to address normal contract concerns or issues.

**1.17. Organization Administration and Contact Information.**

Corporate Compliance Officer

Anup Patel  
698-0811 Ext. 2818

Compliance "Hotline"

# 1-866-368-1901

**1.18. Compliance.** Colleges must comply with this Code of Conduct as a condition of doing business with Organization. Failure to comply may be sufficient cause for Organization to terminate its relationship.

## **SEAPORT END-USER LICENSE AGREEMENT (EULA)**

### **FOR THE CHEVRON MASTER SERVICES AGREEMENT CCCD BOARD APPROVED 2/03/2010**

This EULA is a legal agreement (the Agreement) between Chevron (USER) and the Coast Community College District (DISTRICT). By agreeing to develop and store courses and provide access to USER employees and/or students, or otherwise use DISTRICT's Learning Management System—SEAPORT (LMS), USER agrees to be bound by the terms of this EULA. Using or providing access to the LMS indicates USER consent to be bound by all of the terms and conditions of this Agreement.

For the purposes of this Agreement and any related attachments:

- A "course" is an educational or training program organized in a set of topic modules or lessons that consist of electronic learning materials or media including (but not limited to) text, photos, graphics, downloadable documents, Internet links, audio files, videos, animations, programmed interactive activities, quizzes/exams, simulations, performance assessments, discussion board assignments, etc.
- A "student" is an individual learner or trainee who is enrolled in a course and expected to achieve certain instructional goals and/or learning outcomes expressed or implied by the course.
- A "learning management system" or "LMS" is an online or computer-based system designed to assist instructors, trainers, and instructional designers to build courses and deliver them to students. The LMS can also serve as a database repository for learning materials/media, as a "virtual space" for instructors/trainers to interact with students, and as a means of communicating each student's learning progress.
- An "enrollment" occurs each time a student is registered to take a course in the LMS during the term of this Agreement. The same student may be registered in multiple courses during the license period, which would represent multiple enrollments.

#### **1. GRANT OF LICENSE**

The LMS is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The LMS is licensed, not sold. Any rights not explicitly granted under this EULA are hereby reserved. Provided USER has paid all applicable fees, the EULA grants employees and/or students of USER the following, non-exclusive, non-transferable rights:

- (a) USER may provide access to the number of employees and/or students consistent with the USER's license, which establishes the total number of employees and/or students authorized for the term of the license. (See Appendix A.)
- (b) USER may use the LMS to administer, deliver, and store courses and user data in the LMS database.
- (c) USER agrees not to sell, rent or lease access to the LMS software to organizations and/or individuals not employed by USER without written approval from DISTRICT.
- (d) DISTRICT retains title to the LMS in all forms whatsoever.
- (e) All rights not expressly granted herein are reserved by DISTRICT.

#### **2. WARRANTY, REMEDY AND LIMITATIONS**

- (a) DISTRICT warrants only that the LMS and its subsystems will perform in substantial accordance with the demonstrated features of the LMS for the duration of the USER'S license.
- (b) DISTRICT's entire liability and USER's exclusive remedy for any claim USER may have against DISTRICT shall be, at DISTRICT's option, (i) return of amounts paid for the LMS for the license term in question; or (ii) repair or revision of the LMS which does not meet the above limited warranty. In no event shall DISTRICT's

- total liability to USER for all damages, losses, and causes of action—whether in contract, tort (including negligence) or otherwise—exceed the amount paid by USER for the LMS for the license term in question.
- (c) Except as provided above, the LMS is provided "AS IS" and without warranties, express or implied, including the implied warranties or fitness for a particular purpose. USER assumes all risks as to selection, quality, results, and performance. DISTRICT does not warrant that the LMS will meet USER'S requirements or that the operation of the LMS will be uninterrupted or error free.
  - (d) Neither DISTRICT nor any of its employees shall be liable for any special, incidental, indirect, or consequential damages whatsoever (including without limitation loss of business or profits, business interruption or delay, loss or inability to use data), even if DISTRICT or any of its suppliers have been advised of the possibility of such damages.
  - (e) The above warranties are exclusive and no other warranties are made by DISTRICT or its licensors, whether expressed or implied, including the implied warranties of fitness for a particular purpose or non infringement.

### 3. BREACH AND TERMINATION.

- (a) The license will terminate automatically if USER fails to comply with the limitations described herein. On termination, DISTRICT will terminate all USER access to the LMS and destroy all stored materials and/or data. While DISTRICT will regularly backup all LMS content, USER must maintain a separate backup of its content/materials stored in the LMS. USER may terminate this EULA at any time by eliminating access by all employees and students to the LMS and providing notice thereof to DISTRICT.
- (b) Upon termination of this Agreement, all rights and licenses granted hereunder shall immediately terminate and all Proprietary Information of DISTRICT in the possession of USER or under USER control shall be immediately returned to DISTRICT. End user licenses properly granted pursuant to this Agreement and prior to termination of this Agreement shall not be diminished or abridged by the termination of this Agreement.

### 4. GENERAL

- (a) This EULA shall be governed by and construed under the substantive laws of the State of California, County of Orange, United States of America, without regard to choice of law provisions. If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby.

### 5. LICENSE FEES.

- (a) This license shall have no force or effect unless and until USER has submitted to DISTRICT all applicable license fees in full.
- (b) **User has chosen to license a Seaport "Annual Account" (Plan B) described in the attached Pricing Guide. The term of this license will begin on February 18, 2010 and end on February 17, 2011.**

#### CHEVRON PRODUCTS COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

#### COAST COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_

Title: President, Board of Trustees

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment:

- Appendix A – Seaport Pricing Guide

**Appendix A  
SEAPORT PRICING GUIDE**

<b>Plan A – Single Course Account</b>	<b>Plan B – Annual Account</b>
<b>Term: 6 months</b>	<b>Term: 12 months</b>
<b>Price: \$500 flat fee + student fee*</b>	<b>Price: \$1000 flat fee + student fee*</b>
<b>License: for one course</b>	<b>License: unlimited courses</b>
<b>Student fee: Serves up to 30, \$10 for each additional student**</b>	<b>Student fee: \$10 per each student enrollment in any one course***</b>
<b>Web-based documentation &amp; job aides: free</b>	<b>Web-based documentation &amp; job aides: free</b>
<b>F2F or phone training/support: \$50 per hour</b>	<b>F2F or phone training/support: \$50 per hour</b>

\* Flat fee will be invoiced and paid during the first month of term. Any additional student fees will be based on enrollment count during the first week of each course (i.e., when students are expected to enter the course and begin learning). USER will inform DISTRICT when each course begins. District will invoice for student fees after the first week of each course and keep documentation of related enrollments for each course.

\*\* Initial \$500 pays for 30 students for the one course. Student enrollments beyond 30 will cost \$10 each.

\*\*\* Some students may be enrolled in multiple courses simultaneously. The fee for this would be \$10 for each enrollment. For example, if one student takes 3 classes in one year, the fee associated with this one student would be  $3 \times \$10 = \$30$ .



# **1<sup>st</sup> Amendment to DegreeVerify Agreement**

*Between Coast Community College District on behalf of:*

Orange Coast College, Golden West College and Coastline Community College

*And*

**The National Student Clearinghouse**

*(Agreement Fully Executed on September 24, 2008)*

The parties to the above referenced agreement hereby agree to amend the following terms:

- I. The second sentence of Paragraph 12 is amended to read: "This Agreement shall terminate on September 23, 2013.
- II. Paragraph 11, applicable law, is changed from State of Virginia to the State of California.
- III. A new fourth sentence is added to Paragraph 12 to read: "The parties may agree to renew this Agreement by mutual written agreement."
- IV. The term "Institution" as it is used in the Agreement is amended to read as follows: "Coast Community College District and each of its Colleges. The primary point of contact for each of the Colleges is:

College	OPE-ID#	Institution Contacts
Orange Coast Community College	001250	Efrén Galván Director of Adm. & Records 714-423-5774 egalvan@occ.cccd.edu
Coastline Community College	020635	Jennifer McDonald Director of Adm. & Records 714-241-6163 jmcDonald@coastline.edu
Golden West College	001206	Jennifer Ortberg Director of Adm. & Records 714-895-8965 jortberg@gwc.cccd.edu

Except as expressly modified above, all other terms and conditions of the agreement will remain in full force and effect.

**NATIONAL STUDENT CLEARING HOUSE**

**COAST COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_  
Jerry Patterson

Its: \_\_\_\_\_

President, Board of Trustees

Date: \_\_\_\_\_

Date: \_\_\_\_\_



AGREEMENT NUMBER

**OCF-01-10IA**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**COAST COMMUNITY COLLEGE DISTRICT**

2. The term of this Agreement is: **01/01/10** through **12/31/10**

3. The maximum amount of this Agreement is: **TRADE VALUE**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To utilize parking lots and the Pacific Amphitheatre in trade at the OC Fair & Event Center ("District") and Orange Coast College ("OCC") as outlined on the following pages. Pages 1 – 4

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 5 – 8

Check mark one item below as Exhibit D:

☐  
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions – GIA 101 (Attached hereto as part of this agreement)

Page 9

Exhibit F – Insurance Requirements (Attached hereto as part of this agreement)

Pages 10 – 11

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**COAST COMMUNITY COLLEGE DISTRICT**

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Jerry Patterson, Board President**

ADDRESS

**1370 Adams Ave., Costa Mesa, CA 92626**

**STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Steve Beazley, President & CEO**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

California Department of General  
Services Use Only

☐ Exempt per:

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

**DISTRICT PARKING LOT "E"**

1. **Dates/Times of Use:** January 1 – June 24 and August 16 – October 1  
Monday – Friday 6:00 a.m. to 12:00 a.m.
2. **Purpose:** Overflow parking for Orange Coast College (OCC) students.
3. That in the case of Lot "E" needing to be utilized for an event an alternative lot will be made available by the District.
4. To notify the District of any accident or incident that takes place in the designated parking area.
5. To provide proper directional signage.
6. To enforce parking regulations.
7. That vehicles will enter through Gate 3½ off of Arlington Drive to access the lot.

**PACIFIC AMPHITHEATRE**

1. **Dates/Times of Use:** Set-up: May 26 & 27 8:00 a.m. – 5:00 p.m.; Event: May 27 5:30 p.m. – 7:30 p.m.
2. **Purpose:** Orange Coast College Commencement Ceremony
3. **Estimated Attendance:** 6,000 - 7,000
4. To provide ushers.
5. To provide light snacks and beverages for after the commencement ceremony.
6. To provide necessary directional signage per the required specifications.
7. To be responsible for reimbursement of any fees charged by the Costa Mesa Police Department for traffic control purposes.
8. Seating shall be limited to the seated area. No access shall be permitted on the grass berm.
9. To provide \$10,000.00 worth of in-kind trade to be fulfilled by OCC in conjunction with the District's Director of Marketing of the year-round event program and the annual OC Fair as indicated in items 10 – 15.
10. To provide advertising/inclusion in:
  - a. *Coast to Coast* (weekly newspaper)
  - b. *Coast Report* (weekly newspaper)
  - c. Commencement Program
11. To provide a promotional email blast to all OCC accounts.
12. To provide campus signage as follows:
  - a. Windmasters (6 key locations)
  - b. Glass display cases (12 locations)

13. To provide link to on OCC website to the District's website.
14. To provide brochure distribution as follows:
  - a. Bookstore
  - b. Offices
  - c. Student Center
  - d. Mailboxes
15. To insert Summer Concert Series schedule in Commencement Program.

**OCC PARKING LOTS A, B, C, D & E**

1. **Dates/Times of Use:** To compensate the District in the manner of trade services with utilization of agreed upon paved areas of parking lots A, B, C, D & E for year round events including but not limited to the following dates:
  - a. April 17, 18
  - b. May 1, 15, 16, 22, 23, 29, 30
  - c. June 25, 26, 27
  - d. July 16 – August 15
2. **Purpose:** For overflow vendor and patron parking during specified year-round events and the annual OC Fair.
3. To notify the District of any accident or incident that takes place in the designated parking areas.
4. In the occurrence of Lots "A, B, C, D and/or E" needing to be utilized for an event that an alternative lot will be made available by OCC.

**OCC ADAMS DIRT LOT**

1. **Dates/Times of Use:** June 21 – August 20
2. **Purpose:** For overflow parking during the annual OC Fair and the Barrett–Jackson event.
3. To notify the District of any accident or incident that takes place in the designated parking area.
4. In the occurrence of Lots "A, B, C, D and/or E" needing to be utilized for an event, that an alternative lot will be made available by OCC.

**STATE AGREES:**

1. To barricade District's Lot "E" to allow only one access point off Arlington Drive at Gate 3½.
2. To ensure that Gate 3½ off Arlington is locked/unlocked daily for the OCC students to enter.
3. To clean used areas after each day of use to restore to the condition in which the property was received.
4. To provide security personnel, traffic directors, directional signage, additional lighting, as needed, and portable restrooms during the designated events.
5. To work with OCC Public Safety to coordinate parking credential enforcement daily during the 2010 OC Fair and other dates utilized by the District for overflow parking.
6. To clean and make suitable for parking of vehicles. The District will coordinate and receive approval from OCC on the cleaning plan.
7. To hold harmless the Coast Community College District from any and all liability during the use of the Orange Coast College Adams parking lot during the OC Fair. The District assumes all responsibility and is aware the Adams parking lot is not paved and not striped.
8. To provide CCCD with proof of insurance for the contract period.

*The following applies to use of the Pacific Amphitheatre only for the annual OCC Commencement Ceremony:*

9. To provide and pay for the necessary parking services, stage lighting, sound and curtains.
10. To provide coordination with Costa Mesa Police Department for traffic.
11. To provide electronic marquee board one week prior to date of Commencement Ceremony.
12. To provide and pay for five (5) Security personnel from 4:30 p.m. – 7:30 p.m.
13. To provide cement bases for flag hanging. Amount and location TBD.
14. To provide and pay for theatre prep and post event clean-up.
15. To provide and pay for janitorial personnel.
16. To have Master Concessionaire provide water and soda during the OCC Commencement Ceremony. Alcoholic beverages will not be available.
17. To allow OCC to sell Bookstore merchandise at no rent or commission to the District.
18. To allow OCC to sell flowers at no rent or commission to the District.
19. To provide electronic copy of OC Fair Summer Concert Series for inclusion in OCC Commencement Ceremony program.

**EXHIBIT C -- GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
  2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
  3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
  4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
  5. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)
- To the fullest extent permitted by law, the 32<sup>nd</sup> District Agricultural Association shall defend, indemnify, and hold harmless the Contractor and its agents, trustees, and employees, from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement,

regardless of responsibility of negligence, by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law), however caused or alleged to have been caused, and even though claimed to be due to the negligence of the Contractor. Provided, however, that in no event shall the 32<sup>nd</sup> District Agricultural Association be obligated to defend or indemnify the Contractor with respect to the sole negligence or willful misconduct of the Contractor or its agents, trustees, or employees.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

### **EXHIBIT E – GIA 101**

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for the minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.

## **EXHIBIT F – INSURANCE REQUIREMENTS**

### **I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, or California Exposition and State Fair, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. **Insurance Certificate** - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. **List as the Additional Insured:** "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition and State Fair, their directors, officers, agents, servants; and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. **Dates:** The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. **Coverages:**

a. **General Liability** - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. **Automobile Liability** - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

In addition to the foregoing, Contractor shall provide a certified copy of an additional insured endorsement to the District, Forms ISO CG 2005, 2010, 2012, 2024, showing the State of California, the 32nd District Agricultural Association, the OC Fair and Event Center, and their agents, directors, officers, servants, and employees are made additional insureds on Contractor's general liability insurance policy and automobile liability policy.

c. **Workers' Compensation** - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. **Medical Malpractice** - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. **Liquor Liability** - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. **Cancellation Notice:** A statement by the insurance company that it will not cancel or reduce the limits or coverages of said policy or policies without giving 30 days prior written notice to the named certificate holder.
5. **Certificate Holder:**
  - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
    - 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626
  - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

## **II. General Provisions**

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations.
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

## **III. Participant Waivers**

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.



**ADDENDUM TO STATE OF CALIFORNIA PURCHASE CARD PROGRAM  
MASTER SERVICES AGREEMENT (DGS MSA 5-06-99-01)**

This Addendum ("**Addendum**") to the State of California Purchase Card Program Master Services Agreement (DGS MSA 5-06-99-01) (the "**Agreement**") between the Department of General Services ("**DGS**") on behalf of the State of California, and U.S. Bank National Association ND ("**U.S. Bank**"), is made this 31 day of July, 2009 by the Coast Community College District ("**Participating Agency**") for the purpose of becoming a "Participating Agency" as that term is defined in the Agreement. The Master Services Agreement DGS MSA 5-06-99-01 and its amendments are incorporated by reference and made a part of this Addendum.

**RECITALS:**

- A. DGS has entered into the Agreement for the purpose of making available for Participating Agency's use a purchase card program as described in the Agreement; and
- B. The Agreement contemplates the inclusion of Participating Agencies by a process of voluntary execution of an addendum; and
- C. The Participating Agency has received a copy of the Agreement and after thorough review of the Agreement desires to become Participating Agency as that term is defined in the Agreement.

**AGREEMENT:**

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Agreement, which is incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agency, and U.S. Bank agree as follows:

- 1. The Participating Agency agrees to accept and perform all duties, responsibilities and obligations required of Participating Agency as set forth in the Agreement. CAL-Cards shall be issued to employees of the Participating Agency upon execution of this Addendum by the Participating Agency and U.S. Bank. U.S. Bank shall submit invoice(s) to the Participating Agency at the address indicated herein.
- 2. U.S. Bank is authorized to place the seal or logo of the Participating Agency on the CAL-Cards issued to employees of the Participating Agency for the sole purpose of identifying the card for official use only. Such seal or logo shall be subject to use limitations as apply to the State seal on Page 3 of the Agreement.
- 3. The Participating Agency shall make monthly payments as provided in the Agreement to U.S. Bank of the full amount of the official monthly invoice by causing a check or checks or a warrant or warrants to be issued payable to the order of U.S. Bank on demand or by use of an Automated Clearing House or Electronic Data Interchange to make such payment to U.S. Bank.
- 4. The Participating Agency shall provide U.S. Bank with a copy of its audited financial statements within sixty (60) days of completion and, upon request of U.S. Bank, such other financial information as may be reasonably requested.
- 5. Either party may terminate this Addendum at any time by giving a thirty (30) days written notice to the other party, whether or not such other party is in default.
- 6. The Participating Agency declares that CAL-Cards shall be used for official Participating Agency purchases only, and shall not be used for individual or consumer purchases nor to incur consumer debt. The Participating Agency warrants that it possesses the financial capacity to perform all of its obligations under the Agreement and this Addendum and the Participating Agency will not allow purchases to be made with CAL-Cards or incur any other financial obligation hereunder or under the Agreement prior to determining that existing appropriations available therefore are sufficient in amount to pay for such purchases or such other financial obligations.



**STANDARD AGREEMENT FOR CONSIGNMENTS**

Between

\_\_\_\_\_ (COMPANY) \_\_\_\_\_

And

COAST COMMUNITY COLLEGE DISTRICT  
(Orange Coast College)

\_\_\_\_\_ is the sponsor for the \_\_\_\_\_ exhibition at the Coast Community College District/Orange Coast College ("OCC") Frank M. Doyle Arts Pavilion. As part of that exhibition sponsorship, \_\_\_\_\_ has assisted OCC in creating a gallery store as a fundraising mechanism for the Arts Pavilion. \_\_\_\_\_ has also produced \_\_\_\_\_ and authorizes the OCC Frank M. Doyle gallery store to take \_\_\_\_\_ merchandise (\_\_\_\_\_) on consignment with no up-front costs from OCC, for OCC to sell these items at the gallery store.

All \_\_\_\_\_ merchandise will be sold only at the OCC Frank M. Doyle gallery store. \_\_\_\_\_ will be paid a specified wholesale value for each item sold (ranging between \_\_\_\_% to \_\_\_\_% of the retail sale price), payable net 30, after sales reconciliation has been completed. The \_\_\_\_\_ merchandise will be replenished to fulfill the demands of the gallery as needed.

This Memorandum of Understanding shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_. \_\_\_\_\_ and OCC may agree in writing to modify the term of this Memorandum of Understanding, subject to the approval by their respective institutions.

All \_\_\_\_\_ merchandise provided to OCC is owned by \_\_\_\_\_ and any unsold merchandise held by OCC shall be returned to \_\_\_\_\_ upon request. OCC will only feature \_\_\_\_\_ merchandise acquired from directly from \_\_\_\_\_.

OCC is not prohibited from selling other products and merchandise other than \_\_\_\_\_ merchandise in the gallery store and elsewhere on campus. All the appropriate care will be given to \_\_\_\_\_ merchandise while being featured in the gallery store. OCC shall be responsible to pay the wholesale price of the merchandise (as if it has been sold) if any \_\_\_\_\_ merchandise is stolen or damaged while in the gallery store.

\_\_\_\_\_ and the Coast Community College District (Orange Coast College) agree to the foregoing Memorandum of Understanding, and have indicated this acceptance thereof by their signatures below.

COMPANY NAME

COAST COMMUNITY COLLEGE DISTRICT  
(Orange Coast College)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
President, Board of Trustees

Date: \_\_\_\_\_

Date: \_\_\_\_\_





15800 Bluemound Road  
Suite 400  
Brookfield, WI 53005  
USA  
Tel +1 262 784 2250  
Fax +1 262 784 0033

milliman.com

Troy M. Filipek, FSA, MAAA  
Actuary

troy.filipek@milliman.com

February 5, 2010

Ms. Martha Coyne  
Benefits Manager  
Coast Community College District  
1370 Adams Ave.  
Costa Mesa, CA 92626-5429

**Re: Medicare RDS Attestation – 2010 / 2011 Plan Year - Proposal**

Dear Martha:

At your request, this letter presents Milliman's proposal for assisting Coast Community College District (Coast) with its Centers for Medicare and Medicaid Services (CMS) attestations for creditable coverage and qualification for the retiree drug subsidy (RDS) available under Medicare Part D. If this letter is acceptable to you, please sign and return a copy of the executed proposal, along with the information requested, to the attention of Rory Donohue via email at rory.donohue@milliman.com or via fax at 262-784-0033.

#### **SITUATION SUMMARY**

Coast would like Milliman to provide an actuarial attestation allowing it to receive the RDS available under Medicare Part D for its plan year beginning October 1, 2010 and ending September 30, 2011. Milliman provided the attestation for Coast the past several years.

It is our understanding that Coast covers roughly 600-700 Medicare eligible retiree lives with its prescription drug coverage. Members are enrolled in one group health plan and all have the same prescription drug benefit option.

For the 2009 / 2010 plan year, retirees below age 70 contributed 0.5% of their annual salary at retirement plus \$500 per dependent per year. Retirees age 70 and over contributed \$2,350 per member minus credits of \$0, \$500, \$1,500, or \$2,000. These credits are based on retirement date. Table 1 presents the prescription drug benefit design from the 2009 / 2010 plan year.

**Table 1**  
**Coast Community College District**  
**2009 / 2010 Prescription Drug Benefit Design**

<b>Design Features</b>	<b>Benefit Secondary to Medicare?</b>
Retail: \$5 generic / \$12 brand copays Mail: \$3 generic / \$6 brand copays	No

**MILLIMAN PROPOSED SERVICES**

Milliman, working with Coast, will:

- > Analyze Coast's retiree prescription drug benefits and determine if they pass CMS' creditable coverage (gross value) and net value tests,
- > Record our findings (if Coast qualifies) on the CMS RDS website, and
- > Provide a letter summarizing our findings and results.

**PROJECT APPROACH**

Based on my understanding of the situation, we will do our testing based on information from Coast and Milliman's prescription drug rating models. Coast has a sufficient number of lives enrolled in its retiree group health plan to be considered credible for testing purposes, so we will work directly with Medco Health Solutions (Coast's pharmacy benefit manager) to get the latest available experience data, which is likely to cover the October 1, 2008 to September 30, 2009 plan year. Thus, I propose the project proceeds as follows:

**1. Coast provides information to Milliman**

- a) Summary Plan Descriptions – *If there are no changes to the prescription drug benefit plan (as described above) from last year, then simply notify us of this fact.* Otherwise, please provide an overview of the benefit design(s) offered to Medicare eligible retirees for whom Coast is seeking the RDS. Preferably, this description would be the same as that provided to retirees during open enrollment, but we could also use a summarized version. The benefit summaries should describe both the prescription drug and medical plan, if the plans are integrated in terms of cost sharing or premium contributions.
- b) Contribution Summary – Please provide a current census spreadsheet displaying the member age, member premium contributions, and the percentage going to prescription drug coverage if the premium is integrated with medical coverage for all Medicare eligible retirees.
- c) Access to CMS' RDS Website to Perform the Attestation – Coast will need to register me as its attesting actuary. My American Academy of Actuaries number is 378534.

**2. Milliman performs analysis and provides certification if Coast qualifies**

We will review the data and information, follow-up with questions as needed, and complete the attestation testing. Upon performing our analysis, we will send a letter to you with our results. We will then ask you to confirm the assumptions underlying our analysis and upon receiving confirmation, I will provide my electronic attestation through the CMS RDS website, if Coast qualifies.



#### **TIMING AND FEES**

CMS requires all attestations be filed 90 days before the start of the plan year which, in Coast's situation, corresponds to July 2, 2010. To meet this deadline, we suggest the following timeline:

- > **February 19, 2010:** Coast provides us with the signed proposal and other requested information.
- > **April 9, 2010:** Milliman provides Coast with the results letter.
- > **April 13, 2010:** Coast sends an email confirmation to Milliman stating that certain assumptions and information provided to Milliman are correct.
- > **April 16, 2010:** Milliman provides the electronic RDS attestation, if Coast qualifies.

Milliman generally bills professional fees on an hourly basis and we bill out-of-pocket expenses at cost. However, based on the assumption that Coast has one benefit option, I am able to quote a fixed fee of \$4,500 for this project.

Except as set forth herein, all aspects of the April 6, 2007 Consulting Services Agreement between Milliman and Coast will apply to this engagement.

We look forward to assisting you with this important project. Rory Donohue will be contacting your organization soon to discuss the contents of this letter and address any questions you may have. Thank you.

Sincerely,

Troy M. Filipek, FSA, MAAA  
Actuary

TMF:laa

**Accepted by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Coast Community College District  
Company

\_\_\_\_\_  
Date



## FIRST AMENDMENT TO GROUND LEASE AGREEMENT

Date: February 18, 2010.

Parties: COAST COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California ("Landlord")

BOYS AND GIRLS CLUB OF HUNTINGTON VALLEY, a California nonprofit organization ("Tenant")

Lease to which this First Amendment to lease ("First Amendment") relates – that certain Ground Lease Agreement dated as of December 14, 2006 by and between landlord and Tenant (the "Original Lease"). The Original Lease, as amended by this First Amendment, are sometimes collectively referred to herein as the "Lease".

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. The Lease is amended as follows:

(a) Section 5.4 of the Lease shall now read as follows:

**5.4 Construction Schedule/Deadlines for Commencement and Completion.**

Tenant shall cause the Child Development Center, the Gymnasium and the Club to be constructed pursuant to the timeline attached hereto as Exhibit "C" and pursuant to a construction schedule or schedules prepared by Tenant's general contractor and/or project manager and approved by Landlord and Tenant. Notwithstanding anything to the contrary which may be set forth in any such schedule, however, Tenant shall cause construction of those improvements to be commenced and completed by the deadlines set forth below, and Tenant's failure to meet any of those deadlines shall be deemed a material breach of this Lease. Construction of the Child Development Center shall commence no later than 90 days following DSA's approval of plans, and the Child Development Center shall be completed and opened for business by no later than 300 days following DSA's approval of plans. Construction of the Gymnasium shall commence no later than 90 days following DSA's approval of plans, and the Gymnasium shall be completed and opened for us by no later than 300 days following DSA's approval of plans. Construction of the Club shall commence within 12 months following the completion of the Gymnasium, and the Club shall be completed and opened for business by no later than 300 days following commencement of construction. If Tenant fails to commence construction of the Gymnasium by 90 days following DSA's approval of plans or fails to complete construction by 300 days following DSA's approval of plans, then in addition to any other remedy available to Landlord under Section 21 below, Base Rent payable pursuant to Section 4 above shall be increased by fifty percent (50%) from that commencement or completion deadline (corresponding to the first such deadline missed) through and including the date on which Tenant has completed that construction and procured a certificate of completion or beneficial occupancy for the Gymnasium.

(b) A First Amended Exhibit "C" to the Lease is attached hereto and incorporated herein by reference. The construction schedule and deadlines for commencement and completion of Phases I, II, and III set forth in First Amended Exhibit "C" supersede those previously set forth in the Lease.

(c) Section 6.1 of the Lease shall now read as follows:

6.1 Operation of Child Development Center. Tenant shall commence operations of the Child Development Center no later than 300 days following DSA's approval of plans. Tenant shall operate the Child Development Center for the provision of day care, recreation, family support programs, and other child-related services for ages 0-6 years. The Child Development Center shall be operated with a goal of providing high quality and affordable services. Fees shall be based on costs to operate programs in a non-profit environment. A system to provide priority enrollment for the children of Landlord's students, faculty and staff shall be established and shall be subject to the Landlord's prior written approval. Tenant shall also be responsible, at its expense, for procuring and maintaining any permits, licenses and/or approvals necessary for the Tenant's operation of the Child Development Center.

(d) Section 4.1 of the Work Letter (Exhibit "B" to the Lease) shall now read as follows:

4.1 Selection of General Contractor. A general contractor or project manager shall be retained by Tenant to construct the Tenant Improvements. If necessary, a project manager will be selected by the Tenant to manage construction. Such general contractor or project manager ("Contractor") shall be selected by Tenant.

(e) Section 4.2 of the Work Letter (Exhibit "B" to the Lease) shall now read as follows:

4.2 Selection of Subcontractors (Tenant's Agents). All subcontractors, laborers, material men, and suppliers used by Tenant for work in connection with any structural, mechanical, electrical, plumbing, civil, life-safety, and/or sprinkler work to be performed on the Campus, which in the District's opinion will affect the structural, mechanical, electrical, plumbing, civil, life-safety, and/or sprinkler work of any other buildings or systems now or hereafter located or to be located on the campus must be approved in writing by Landlord. Landlord shall approve or disapprove in writing of such subcontractors, laborers, material men, and suppliers within 5 working days of receipt of written request from Tenant.

(f) Section 4.3 of the Work Letter (Exhibit "B" to the Lease) shall now read as follows:

4.3 Construction Contract. Tenant shall execute the construction contract and general conditions with Contractor.

(g) Section 6 of the Work Letter (Exhibit "B" to the Lease) shall now read as follows:

6. Indemnification. Tenant's obligation to indemnify Landlord pursuant to Section 30 of the Lease shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Tenant or Tenant's Agents, or anyone directly or indirectly employed by any of them, or in connection with Tenant's non-payment of any amount arising out of the Tenant Improvements and/or Tenant's disapproval of all or any portion of any request for payment. Tenant's obligation to indemnify Landlord shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to Landlord's performance of any ministerial acts reasonably necessary (a) to permit Tenant to complete the Tenant Improvements, and (b) to enable Tenant to obtain any building permit or certificate of occupancy for the Child Development Center, the Gymnasium, or the Club.

Tenant shall also indemnify, protect, defend, and hold Landlord harmless, and/or any of its trustees, officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against Landlord, and/or any of its trustees, officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by, Landlord and/or any of its trustees, officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the Coast Community College District), for or concerning the Child Development Center, the Gymnasium, or the Club, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. Tenant may select legal counsel providing Tenant's defense and it is expressly agreed that Landlord shall have the right to approve separate legal counsel providing Landlord's defense. Tenant shall reimburse Landlord for any attorney's fees, costs and expenses directly and necessarily incurred by Landlord in the course of the defense. Tenant agrees that Landlord will forward monthly invoices to Tenant for attorney's fees, costs and expenses it has incurred related to its defense of any Action and Tenant agrees to make timely payment within thirty (30) days of receipt of the invoice. Tenant agrees to post adequate security or a cash deposit with Landlord in an amount to cover Landlord's attorney's fees, costs and expenses incurred by Landlord in the course of the defense in order to ensure timely payment of Landlord's invoices. The amount of the security or cash deposit shall be determined by Landlord. Landlord shall promptly notify the applicant of any Action brought and Landlord shall cooperate with Tenant, on the conditions stated herein herein, in the defense of the Action. Tenant's performance of these monetary obligations constitutes a condition of Landlord's cooperation with Tenant in the

defense of an Action. Tenant's failure to make timely payment of any invoice for attorney's fees, costs and expenses Landlord has incurred related to the defense of any Action, or Tenant's failure to post adequate security or a cash deposit with Landlord in an amount to cover Landlord's attorney's fees, costs and expenses incurred by Landlord in the course of the defense of any Action, shall relieve Landlord, at Landlord's option and in its sole discretion, of any obligation or duty to defend against an Action.

2. Landlord and Tenant also agree as follows:

- (a) Pursuant to Section 8.3 of the Work Letter (Exhibit "B" to the Lease), Landlord hereby exercises its discretion to require Tenant to obtain a lien and completion bond satisfactory to Landlord and in an amount sufficient, as determined by Landlord, to ensure the lien-free completion of each Phase of construction naming Landlord as co-obligee, and to have such bond in place prior to commencement of construction of each Phase.
- (b) Landlord and Tenant agree that neither the Lease, nor any actions or communications by Landlord, constitutes or shall have the effect of making any representation by Landlord that prevailing wages will not have to be paid in connection with the construction of the Child Development Center, the Gymnasium or the Club or any portion thereof. Tenant agrees to defend, indemnify and hold Landlord harmless from any claims or liabilities arising from or as a result of the Child Development Center, the Gymnasium or the Club constituting, in whole or in part, a public work subject to California's Prevailing Wage Laws.

3. No Other Changes. Except as amended by this First Amendment, the Lease remains unmodified and in full force and effect.

4. Counterparts. This First Amendment may be executed in counterparts, each of which is an original but all of which together constitute but one and the same instrument. Any signature page of this First Amendment may be detached from any counterpart and re-attached to any other counterpart of this First Amendment which is identical in form hereto but having attached to it one or more additional signature pages. Signatures transmitted by fax machine or scanned to pdf and transmitted by email shall have the same effect as original signatures.

The Landlord and the Tenant have executed this First Amendment by their respective duly authorized officers as of the date first set forth above.

**"LANDLORD"**

Coast Community College District,  
a political subdivision of the State of California

**"TENANT"**

Boys and Girls Club of  
Huntington Valley, a California  
nonprofit organization

By: \_\_\_\_\_  
Jerry Patterson, Board President

By: \_\_\_\_\_  
Name:  
Title:

And approved as to Form:

And approved as to Form:

By: \_\_\_\_\_  
Jack P. Lipton, Ph.D., Esq.  
General Counsel

By: \_\_\_\_\_  
Name:  
Title:

## FIRST AMENDED EXHIBIT "C"

### Phase I

#### Construction of Child Development Center (defined in Lease Section 5.1 as the "Child Development Center")

- 1) Architect for Child Development Center shall be hired by Tenant by or before March 1, 2007.
- 2) Architectural Design for Child Development Center (final) shall be completed by no later than May 31, 2007.
- 3) Architectural drawings shall be completed by no later than July 31, 2008.
- 4) Architectural plans shall be forwarded to DSA for approval no later than July 2008.
- 5) Commencement of construction of Child Development Center shall occur on or before 90 days following DSA's approval of plans.
- 6) Construction of Child Development Center shall be completed by no later than 300 days following DSA's approval of plans
- 7) Child Development Center grand opening shall occur no later than 300 days following DSA's approval of plans.

It is expected that Tenant shall commence making monthly base rent payments to Landlord as required in this Lease beginning 300 days following DSA's approval of plans for the Child Development Center.

### Phase II

#### Construction of Joint-Use Gymnasium (defined in Lease Section 5.2 as the "Gymnasium")

- 1) Architect for Joint-Use Gymnasium shall be hired by Tenant by or before March 1, 2007.
- 2) Architectural Design for Joint-Use Gymnasium (final) shall be submitted to Landlord for review by no later than December 31, 2009.
- 3) Architectural drawings shall be completed no later than 90 days following Landlords written approval of the Architectural Design.

4) Architectural plans shall be forwarded to DSA for approval no later than 120 days following Landlords written approval.

5) Commencement of construction of Joint-Use Gymnasium shall occur on or before 90 days following DSA's approval of plans.

6) Construction of Joint-Use Gymnasium shall be completed by no later than 300 days following DSA's approval of plans.

7) Joint-Use Gymnasium grand opening shall occur no later than 300 days following DSA's approval of plans.

#### Monthly Base Rental Increase Due to Delay or Default in Construction

Should Tenant fail to fully complete construction of the Joint-Use Gymnasium by 300 days following DSA's approval of plans, in accordance with the above referenced timeline, Tenant shall be obligated to pay a Fifty percent (50%) monthly increase above the Tenant's monthly base rent for the Premises until such time that Tenant has completed construction of the Joint-Use Gymnasium and has procured a certificate of completion or beneficial occupancy for same.

Should Tenant fail to commence or to complete the construction of the Joint-Use Gymnasium the Tenant shall have a continuing obligation to pay an additional Fifty percent (50%) monthly increase above the monthly base rent amount pursuant to this Lease until termination. The increase in monthly base rent shall apply to any and all contemplated increases in monthly base rent during the term of this Lease.

Any Base Rental Increase due to delay or Default in Construction of the Joint-Use Gymnasium shall be in addition to any Base Rental Increase assessed pursuant to any other provision of the Lease.

#### Phase III

##### Construction of a School Age Center (defined in Lease Section 5.1 as "the Club")

1) Architect for School Age Center shall be hired by Tenant by or before October 16, 2008.

2) Architectural Design for School Age Center (final) shall be completed by no later than October 16, 2009.

3) Architectural drawings shall be completed by no later than 90 days following Landlords written approval of the Architectural Design.

(4) Architectural plans shall be forwarded to DSA for approval no later than 120 days following Landlords written approval.

(5) Commencement of construction of School Age Center shall occur on or before 12 months following grand opening of the Joint-Use Gym.

6) Construction of School Age Center shall be completed by no later than 300 days following groundbreaking.

6a) Tenant must use its best efforts to complete construction of the Gymnasium (Phase II) before completing construction of the School Age Center. Construction of the Gymnasium and the School Age Center may be concurrent, but priority between the two shall be given to the Gymnasium.

7) Center grand opening shall occur no later than 300 days following commencement of construction.

#### Monthly Base Rental Increase Due to Delay or Default in Construction

Should Tenant fail to fully complete construction of the School Age Center by 300 days following DSA's approval of plans, in accordance with the above referenced timeline, Tenant shall be obligated to pay a Fifty percent (50%) monthly increase above the Tenant's monthly base rent for the Premises until such time that Tenant has completed construction of the School Age Center and has procured a certificate of completion or beneficial occupancy for same.

Should Tenant fail to commence or to complete the construction of the School Age Center the Tenant shall have a continuing obligation to pay an additional Fifty percent (50%) monthly increase above the monthly base rent amount pursuant to this Lease until termination. The increase in monthly base rent shall apply to any and all contemplated increases in monthly base rent during the term of this Lease.

Any Base Rental Increase due to delay or Default in Construction of the School Age Center shall be in addition to any Base Rental Increase assessed pursuant to any other provision of the Lease.



## *Community College Search Services*

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*Al Fernandez, Ph.D.*

*Associates*

*Tom K. Harris, Ed.D.*

*Jim Walker, Ed.D.*

*Brenda Beckman, M.A.*

*Leslie Noble Purdy, Ed.D.*

*Kevin M. Ramirez, Ed.D.*

### **AGREEMENT**

**Between**

**Coast Community College District**

**And**

**Community College Search Services**

Community College Search Services (CCSS) agrees to assist the Board of Trustees and Chancellor of the Coast Community College District (CCCD) in the comprehensive searches for the positions of Vice Chancellor of Human Resources of the CCCD and President of Coastline Community College. CCSS will select and assign the appropriate search consultant(s) and provide other in-house expertise as needed to accomplish this mission.

### **Services/Fee Structure**

Our service fee for conducting these two comprehensive searches for Vice Chancellor of Human Resources of the CCCD and President of Coastline Community College for the Coast Community College District is \$35,000 including all CCSS' expenses in conducting these searches.

The fee includes all of CCSS' expenses for the following:

- All visits to the District including all travel expenses (up to twelve days and six visits excluding initial consultation for each position). However, the cost for additional site visits for each position, would be for expenses only within the twelve-day parameter;
- Software and assistance for the national mailing;
- CCSS target mailing to key candidates in our database;
- Telephone and mailing expenses for recruiting candidates;
- Communicating with the Board of Trustees, Chancellor or designees, search committee, candidates, district liaison and other staff as required;
- Development of search process materials for each position;
- Comprehensive reference reports for up to four finalists for each position;
- All other items in the proposal.
- If the process established by the District requires additional workdays by the CCSS consultant (more than twelve for each position), the charge would be \$1000/day including expenses. However, the cost for additional site visits for each position would be for expenses only within the twelve-day parameter. The charge for additional reference reports (more than four for each position) would be \$1000 each.

Expenses not included in the CCSS fee are as follows:

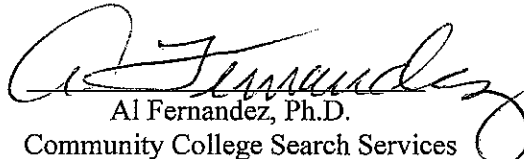
- Cost of national mailing;
- Candidate travel;
- All position advertisements;
- Search committee incidentals;
- Search Team visits to candidate institutions;
- Time of district liaison devoted to these searches.

Either party may cancel this agreement with a 30 day written notice to the other party. If instituted, the District would reimburse only those charges incurred by CCSS on behalf of the Coast Community College District up to that point in time.

Fee is to be paid in two increments as follows: The first increment of \$17,500 to be billed on April 1st, 2010 and the second increment and any remaining balance upon completion of all services.

\_\_\_\_\_  
Jerry Patterson  
Coast Community College District

Date \_\_\_\_\_

  
Al Fernandez, Ph.D.  
Community College Search Services

Date 2/5/10

## **Vice Chancellor of Human Resources**

### **THE POSITION**

Reporting directly to the Chancellor, the Vice Chancellor of Human Resources serves as the chief personnel officer for the District. This high level position plans, organizes, administers, reviews, and evaluates District-wide programs encompassing human resources and employment services in accordance with federal and California state law. The Vice Chancellor fosters a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District and community.

### **Major responsibilities for this position**

1. Provide administration for the Coast Community College District Office of Human Resources, including but not limited to employee benefits, employment services and records, recruitment & staff analysis, performance evaluations, investigations, conflict resolution, and retirement program information.
2. Direct the comprehensive recruitment, successful retention, and promotional opportunities of a diverse faculty and staff.
3. Develop strategic plans that will enhance the employment programs of the District and coordinate the state reporting process relative to personnel services.
4. Direct the District's benefits, recruitment, records departments, and personnel training, orientation, and professional development functions.
5. Direct the coordination of state and federal reporting relative to human resources including participation in local and national surveys.
6. Advise the Chancellor in the determination of staffing needs and District-wide strategic staffing plans.
7. Serve as the District's chief labor negotiator for certificated and classified personnel.
8. Provide leadership in contract administration for all collective bargaining agreements.
9. Administer all aspects of collective bargaining agreements including grievance, due process, appeals, and other legal procedures.
10. Interpret and carry out rules, regulations, and policies of the Board of Trustees and the directives of the Chancellor as they affect the negotiation process, labor relations, and legal issues related to the Office of Human Resources.

11. Participate in the development of District policy and procedure statements and the Board of Trustees review of current policies.
12. Ensure Board policies and administrative procedures related to human resources are aligned, up-to-date, and consistent with the Collective Bargaining Agreements.
13. Assist the Chancellor with materials and reports for the Board of Trustees, including preparation of Board Agenda items.
14. Participate in Board workshops and meetings.
15. Serve as a member of the Chancellor's staff, Cabinet, and other committees designated by the Chancellor.
16. Under the direction of the Chancellor, provide liaison between the Board of Trustees, Vice Chancellors, Presidents, and other administrative staff.
17. Represent the District at meetings, conferences, and workshops related to the management of the District's Human Resources Department.
18. Interpret and apply California state and federal laws, codes and regulations related to public human resources management.
19. Provide effective leadership in personnel dispute resolution, investigations, and disciplinary actions.
20. Ensure effective and efficient District personnel processes and procedures using technology and stream-lined organization.

### **MINIMUM QUALIFICATIONS**

- A Master's degree from an accredited institution and one year of formal training, internship, or leadership experience reasonably related to the administrative assignment, or
- Possession of the California Community College Administrative Officer Credential.
- Or a combination of education and experience that is at least equivalent to the above. (Candidates making an application on the basis of equivalency must submit an Application for Equivalency in addition to all other required materials.)
- Be sensitive to and understand the diverse academic, socioeconomic, cultural, disabled, and ethnic backgrounds of community college employees and students.

## **DESIRABLE QUALIFICATIONS**

- Knowledge of California community college equal employment opportunity programs.
- At least three years of increasingly responsible experience in negotiating and administering collective bargaining agreements.
- Administrative experience in education, including administrative responsibilities over a line staff organization.
- Demonstrated commitment to and understanding of academic freedom.
- Demonstrated success in participatory management, leadership, decision-making, creative problem solving, and communication.
- Evidence of strong communication skills.
- Ability to make effective public presentations.
- Experience with computer systems and software applications related to human resources and employer/employee relations programs.
- Earned Doctorate from an accredited institution.
- Five years of general postsecondary administrative experience, of which three have been performed in an accredited, comprehensive community college.
- Postsecondary teaching experience preferably in an accredited, comprehensive community college.
- Knowledge of local, state, and federal laws related to employment in education generally, and community colleges specifically.
- Experience working harmoniously with students, staff, faculty, employee organization groups, and a Governing Board.
- Experience working with local and/or state legislative bodies and governmental agencies.
- Demonstrated leadership by achievement in institutional management, development and contributions to local, state, and national education organizations.
- Demonstrated commitment to shared governance and collaborative decision-making.
- Skills and aptitude to provide guidance and support to resolve personnel conflicts with a proactive approach.
- In-depth understanding of the unique needs of diverse faculty and staff accompanied with evidence of experiences of success.
- Responsive to timely requests and needs to personnel related issues, concerns, requests, and grievances.

## COMPENSATION

This is a contract educational administrator position that offers a competitive salary and benefits package, including participation in the California State Teachers Retirement System.

## APPLICATION PROCEDURES

In order to receive consideration, applicants must submit a complete application packet consisting of the following four (4) documents:

- **Candidate Summary Page** - A one-page synopsis of your professional career.
- **Letter of application** that succinctly addresses the major responsibilities identified and how your experience and professional qualifications prepare you to serve the needs of the District (not to exceed 5 pages);
- **Current resume** including an e-mail address and cellular telephone number (preferably not to exceed 7 pages);
- **Reference list** with the names, home and business telephone numbers, and e-mail address of eight (8) references: three (3) supervisors, two (2) direct-reports, and three (3) faculty members (or the equivalent) from current or former institutions.

The required documents will be the only application information considered in the process and are to be sent electronically in Word format to [VCApplication@cccd.edu](mailto:VCApplication@cccd.edu).

All submitted materials become the property of the Coast Community College District. The District will not return or make photocopies of application materials. It is the applicant's responsibility to make photocopies for their personal records and ensure that the application packet is complete when submitted.

Nominations and applications will be accepted until the position is filled. However to ensure full consideration, applications should be submitted for receipt no later than **March 31, 2010**.

For confidential inquiries, nominations or information contact:

**Community College Search Services**

376 Hamilton Avenue  
Ventura, CA 93003

Tom K. Harris, Ed.D.  
(208) 315-0986

James W. Walker, Ed.D.  
(805) 279-0009

**District Search Liaison**

Shannon O'Connor  
Manager, Recruitment & Staff Analysis  
Coast Community College District  
(714) 438-4713  
shannon@cccd.edu

*The Coast Community College District is an Equal Employment Opportunity Employer.*



## **Coastline Community College President**

### **THE POSITION**

#### **Tomorrow's College Today**

Coastline Community College is committed to student success through accessible and flexible education within and beyond the traditional classroom.

The successful candidate will provide vision, leadership, and support to enable the college to address successfully the following challenges and opportunities:

- Advance high-quality instructional programs, services, and entrepreneurial activities that meet the education, economic, and social needs of diverse students from local and global populations;
- Increase general education transfer rates while ensuring comprehensive Associate in Arts degrees plus career and technical courses for occupational certificates;
- Support learner-centered strategies with a full range of technology-mediated instruction for site-based and distance learning classes;
- Enhance the systematic assessment of student outcomes at the course, program, and institutional levels and utilize these assessment outcomes to move the college forward in its mission.
- Advance courses and activities relevant to global responsibilities;
- Foster an organizational culture that encourages and supports continuous learning and professional development;
- Promote a collegial decision-making process that reflects respect for broad collaboration based upon the philosophy of participatory governance.
- Propose strategies for hiring and retaining high quality full-time faculty, part-time faculty, staff, and administrators, especially from under-represented groups.
- Embrace and implement sustainable programs and practices.
- Balance innovation and creative thinking with stability and tradition.
- Embrace and enhance our unique Coastline culture.
- Expand community outreach and partnerships.

#### **Personal and Professional Characteristics/Skills**

Demonstrated ability to:

- Provide student-centered leadership guided by student and community needs in decision making.

- Develop and effectively communicate our globally competitive educational vision to respond to the changing needs of the students and the greater community.
- Enhance teamwork through the principles of leadership, bold decision-making, and empowerment.
- Maintain a leadership environment focusing on accountability and ethical conduct.
- Promote and support learning, teaching, and student success, upholding and improving the quality of instructional and support services.
- Understand and support the increasing and changing role of technology in higher education.
- Represent Coastline effectively in a variety of campus and public forums.
- Work harmoniously by communicating effectively with the Chancellor, Board of Trustees, District and campus leadership, students, faculty, classified staff, and the community.
- Advocate persuasively for the college in the political context of higher education, legislative, government, media, and community based organizations at the local, state, and federal level.
- Possess effective communication and organizational skills, flexibility, enthusiasm, creativity, empathy, listening skills, willingness to learn from others, a sense of humor, and the ability to facilitate change when needed.
- Future-oriented with an entrepreneurial spirit to support innovation and reasonable risk taking by faculty, staff, and administration on behalf of students.
- Respect and actively engage in the participatory governance process with a focus on results.

### **Resource Management**

The President must be a leader with the demonstrated ability to:

- Apply knowledge of California community college finances, budgetary processes, collective bargaining, construction programs, and federal and state programs.
- Promote effective, efficient, and economical operations and ensure educational and fiscal accountability.
- Develop effective partnerships and actively participate with area based organizations that promote the success of the College in workforce and economic development.

- Generate external funding through fostering partnerships, contract education, ancillary entrepreneurial activities, grant-seeking, and working with a foundation.

## **MINIMUM QUALIFICATIONS**

- A Master's degree from an accredited institution and one year of formal training, internship, or leadership experience reasonably related to the administrative assignment, or
- Possession of the California Community College Administrative Officer Credential;
- Or a combination of education and experience that is at least equivalent to the above. (Candidates making an application on the basis of equivalency must submit an Application for Equivalency in addition to all other required materials.)
- Be sensitive to and understand the diverse academic, socioeconomic, cultural, disabled, and ethnic backgrounds of community college employees and students.

## **DESIRABLE QUALIFICATIONS**

- Possession of an earned doctorate from an accredited institution.
- Three (3) years of senior level administrative experience in progressively responsible positions with a strong record of achievement in educational institutions, business, industry, government, and/or non-profit organizations.
- Three (3) years of full-time classroom teaching or student services experience, preferably at the collegiate level.

## **COMPENSATION**

This is a contract educational administrator position that offers a competitive salary and benefits package, including participation in the California State Teachers Retirement System.

## **APPLICATION PROCEDURES**

In order to receive consideration, applicants must submit a complete application packet consisting of the following four (4) documents:

- **Candidate Summary Page** - A one-page synopsis of your professional career.
- **Letter of application** that succinctly addresses the major responsibilities identified and how your experience and professional qualifications prepare you to serve the needs of the District (not to exceed 5 pages);

- **Current resume** including an e-mail address and cellular telephone number (preferably not to exceed 7 pages);
- **Reference list** with the names, home and business telephone numbers, and e-mail address of eight (8) references: three (3) supervisors, two (2) direct-reports, and three (3) faculty members (or the equivalent) from current or former institutions.

The required documents will be the only application information considered in the process and are to be sent electronically in Word format to [CCCPresApplication@cccd.edu](mailto:CCCPresApplication@cccd.edu)

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Nominations and applications will be accepted until the position is filled. However to ensure full consideration, applications should be submitted for receipt no later than **March 31, 2010**.

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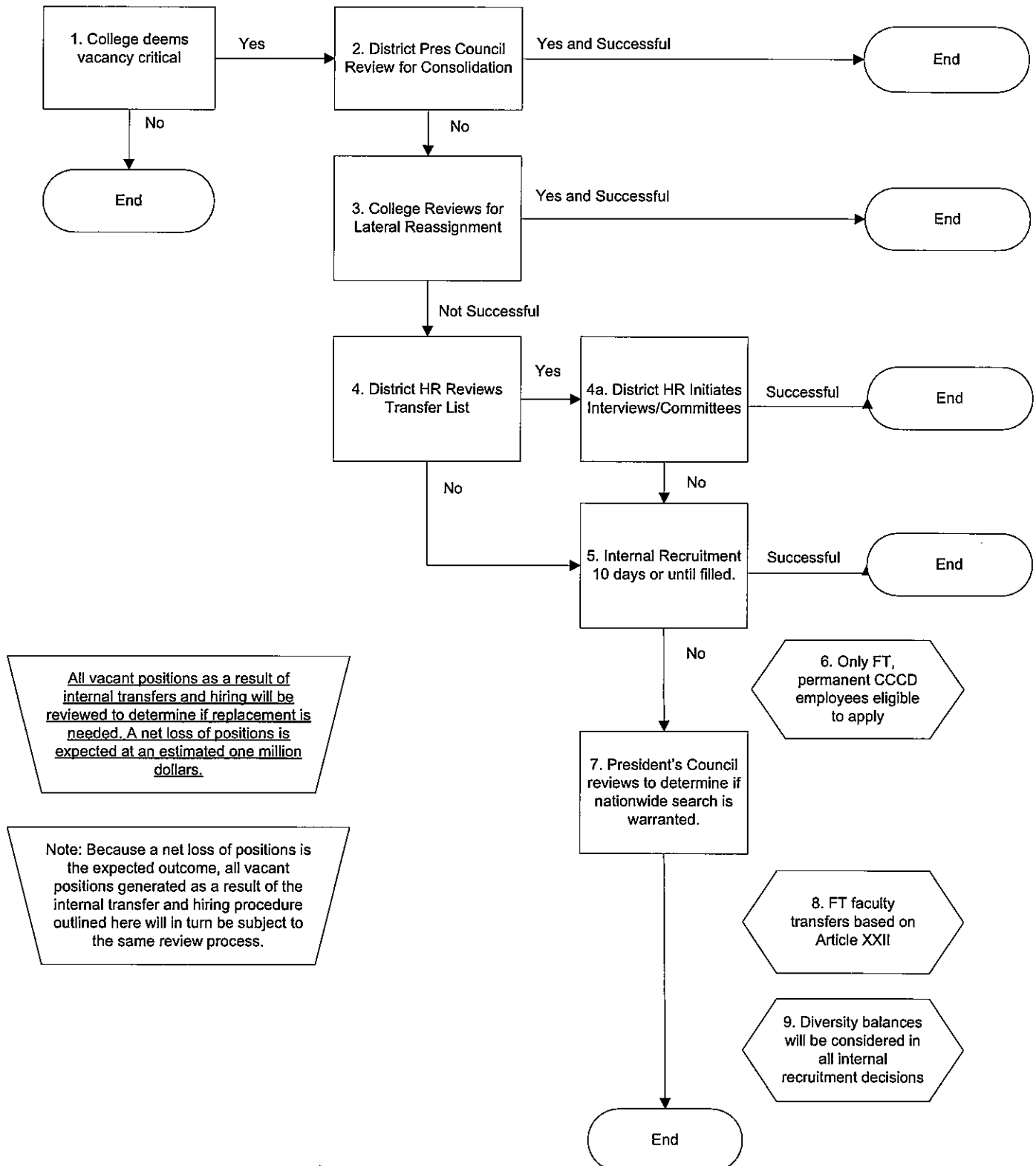
**District Search Liaison**

Shannon O'Connor  
Manager, Recruitment & Staff Analysis  
Coast Community College District  
(714) 438-4713  
[shannon@cccd.edu](mailto:shannon@cccd.edu)

The Coast Community College District is an Equal Employment Opportunity Employer.

# CCCD Reorganization/Reassignment Plan Implementation Procedures

Effective 12/10/2009  
Revised 2/5/2010





## **MEMORANDUM**

**Date:** February 17, 2010

**To:** Honorable Board of Trustees and Dr. Ding-Jo Currie

**From:** C.M. Brahmbhatt 

**Re:** Second Quarterly Reporting Ending December 31, 2009

The Second Quarterly Report is attached for your review with the following notations:

- Projected income is 1.8% lower than last year due to State budget cuts in base apportionment.
- Projected expenses are 1.3% lower than last year due to a hiring freeze and a spending slowdown. Transfers for retiree health benefits and capital outlay projects have also been eliminated.
- The available reserve for contingency is \$13,293,671.

FTES are estimated at 35,406 for 2009/2010. While course sections have been reduced, student demand is up and classes are full. No State funds are available for growth and the district is currently projecting over 1,000 unfunded FTES.

If I can provide additional information, please let me know.

CMB/ms

Attachments

CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE

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

District: (830) COAST

CHANGE THE PERIOD

Fiscal Year: 2009-2010

Quarter Ended: (Q2) Dec 31, 2009

Your Quarterly Data is Certified for this quarter.

**Chief Business Officer**

**CBO Name:** C.M. Brahmhatt

**CBO Phone:** 714-438-4611

**CBO Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Chief Executive Officer Name:** Ding-Jo Currie

**CEO Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Electronic Cert Date:** 01/26/2010

**District Contact Person**

**Name:** Cheryl Blocker

**Title:** District Accounting Manager

**Telephone:** 714-438-4658

**Fax:** 714-438-4874

**E-Mail:** cblocker@mail.cccd.edu

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511

Christine Atalig (916)327-5772

Send questions to:  
or Glen Campora (916)323-6899

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# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

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

District: (830) COAST

CHANGE THE PERIOD

Fiscal Year: 2009-2010

Quarter Ended: (Q2) Dec 31, 2009

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

### Chief Business Officer

CBO Name:

C.M. Brahmbhatt

CBO Phone:

Use format 999-555-1212

714-438-4611

CBO Signature:

*C.M. Brahmbhatt*  
1/25/10

Date Signed:

Chief Executive Officer Name: Ding-Jo Currie

CEO Signature:

*Ding-Jo Currie*  
1/25/2010

Date Signed:

Electronic Cert Date:

### District Contact Person

Name:

Cheryl Blocker

Title:

District Accounting Manager

Telephone:

Use format 999-555-1212

714-438-4658

Fax:

Use format 999-555-1212

714-438-4874

E-Mail:

cblocker@mail.cccd.edu

**Certify This Quarter**

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511

Christine Atalig (916)327-5772

Send questions to:

or Glen Campora (916)323-6899

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CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q

VIEW QUARTERLY DATA

District: (830) COAST

CHANGE THE PERIOD

Fiscal Year: 2009-2010

Quarter Ended: (Q2) Dec 31, 2009

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2006-07	Actual 2007-08	Actual 2008-09	Projected 2009-2010
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	186,667,206	190,014,290	190,567,016	187,105,869
A.2	Other Financing Sources (Object 8900)	11,182	2,448	3,075	307
A.3	Total Unrestricted Revenue (A.1 + A.2)	186,678,388	190,016,738	190,570,091	187,106,176
B	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-5900)	170,280,324	188,498,979	191,053,827	190,085,429
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	6,728,540	6,710,979	2,020,556	414,853
B.3	Total Unrestricted Expenditures (B.1 + B.2)	177,008,864	195,209,958	193,074,383	190,500,282
C	Revenues Over(Under) Expenditures (A.3 - B.3)	9,669,524			
D	Fund Balance, Beginning	19,125,024	28,794,303	23,601,080	21,096,788
D.1	Prior Year Adjustments (+/-)			0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	19,124,779	28,794,300	23,601,080	21,096,788
E	Fund Balance, Ending (C + D.2)	28,794,303	23,601,080	21,096,788	17,702,682
F.1	Percentage of GF Fund Balance to GF Expenditures (E / B.3)	16.3%	12.1%	10.9%	9.3%
II. Annualized Attendance FTES:					
G.1	Annualized FTES (excluding apprentice and non-resident)	34,781	35,614	37,299	35,406

III. Total General Fund Cash Balance (Unrestricted and Restricted)

☐ n. excluding borrowed funds

As of the specified quarter ended for each fiscal year			
2006-07	2007-08	2008-09	2009-2010
<input type="radio"/>	45,785,141	58,797,897	57,820,043

☐

H 1				
H 2	Cash borrowed funds only	0	0	0
H 3	Total Cash (H 1 + H 2)	34,323,223	45,785,141	58,797,897
				57,820,043

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

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I	Revenues:				
I 1	Unrestricted General Fund Revenues (Objects 5100-5900-5900)	186,390,599	187,105,869	111,824,090	59.8%
I 2	Other Financing Sources (Object 8900)	0	0	307	
I 3	Total Unrestricted Revenue (I.1 + I.2)	186,390,599	187,105,869	111,824,397	59.8%
J	Expenditures:				
J 1	Unrestricted General Fund Expenditures (Objects 7000-7900)	191,202,154	192,085,429	70,725,771	36.8%
J 2	Other Outgo (Objects 7100-7200-7300-7400-7500-7900)	207,032	414,853	308,691	74.4%
J 3	Total Unrestricted Expenditures (J.1 + J.2)	191,409,186	192,500,282	71,034,462	36.9%
K	Revenues Over(Under) Expenditures (I.3 - J.3)			40,789,935	
L	Adjusted Fund Balance, Beginning	21,096,788	21,096,788	21,096,788	
L 1	Fund Balance, Ending (C. + L.2)	16,078,201	15,702,375	61,886,723	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	8.4%	8.2%		

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

NO

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

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

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

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

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

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

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

VII. Does the district have significant fiscal problems that must be addressed? **YES**  
This year? **YES**  
Next year? **YES**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)  
District is facing a cumulative budget shortfall of \$39 million by FY 2012-2013. Currently in FY 2009-2010 an external recruitment and hiring freeze, a reorganization and lateral transfer plan, and a freeze on all non-instructional purchases have been adopted. Other significant measures are recommended including but not limited to renegotiate employee contract and amend health benefits to mitigate some of the shortfall for future years.

# Coast Community College District Financial Status Report

## Second Quarterly Report Fiscal Year 2009/2010

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9110	CASH IN COUNTY TREASURY	28,292,924	27,062,812	55,355,736
9120	CASH IN BANKS	2,295,928	-131,899	2,164,029
9125	CASH COLLECTN AWAITG DEPOSIT	873,859	-874,234	-375
9130	REVOLVING CASH FUND	212,961	87,692	300,653
9150	INVESTMENTS	79	0	79
9160/9169	ACCOUNTS RECEIVABLE	18,871,452	-11,784,821	7,086,630
9170	DUE FROM OTHER FUNDS	4,044,061	-3,974,061	70,000
9220	PREPAID EXPENSES	224,705	-224,705	0
9230	PREPAID EXPENSE/MID-MONTH	0	848,341	848,341
<b>Total Assets</b>		<b>54,815,967</b>	<b>11,009,126</b>	<b>65,825,093</b>

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9510	ACCOUNTS PAYABLE	1,672,408	-1,442,298	230,110
9511	MISC ACCRUALS YR-END	6,691,554	-6,081,810	609,743
9512	DEPOSIT REFUNDABLE	99	0	99
9514	ACCRUED PAYROLL PAYABLES	233,947	-233,947	0
9519	ACCTS PAYABLE ACCRUALS	286,247	191,870	478,116
9520	DUE TO OTHER FUNDS	14,743,312	-14,743,312	0
9540	DEFERRED INCOME	9,293,002	-9,293,002	0
9541	CAPITAL LEASES	0	0	0
9550	SUMMER PAY WITHHELD	55,003	-41,484	13,519
9552	CALIF USE TAX PAYABLE	2,152	3,280	5,431
9555	CA NON-RESIDENT W/H PAYABLE	0	0	0
9571	ACCRUED VACATION	741,457	0	741,457
<b>Total Liabilities</b>		<b>33,719,180</b>	<b>-31,640,703</b>	<b>2,078,477</b>

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9711	NON-DESIGNATED FUND BALANCE	23,601,080	-2,504,292	21,096,788
9712	YEAR END APPROPRIATIONS	0	0	0
9713	ACCOUNTS RECEIVABLE ADJUSTMTS	0	0	0
9714	ACCOUNTS PAYABLE ADJUSTMENTS	0	-258,682	-258,682
		<u>23,601,080</u>	<u>-2,762,974</u>	<u>20,838,105</u>
	Fund Balance as of December 31, 2009			20,838,105
	Plus Total Revenues			123,945,656
	Less Total Expenditures			81,034,711
9910	Plus Suspense Clearing			-2,434
9918	Less Suspense A Payroll			0
9919	Less Suspense B Payroll			0
	Fund Balance as of December 31, 2009			<u>63,746,616</u>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8120	HIGHER EDUCATION ACT	1,532,602	321,275
8130	WORKFORCE INVESTMENT ACT	7,864,248	701,381
8140	TANF-TRANSITIONL ASSIST TO NEEDY FAMILIES	120,545	42,643
8170	VOC&APPLIED TECH EDUCATION ACT	2,222,718	199,059
8190	ARRA	715,270	715,270
8199	OTHER FEDERAL REVENUE	213,278	38,465
<b>Sub Total</b>	<b>8100 FEDERAL REVENUE</b>	<b>12,668,661</b>	<b>2,018,093</b>
8612	STATE GENERAL APPORTIONMENT	65,000,000	35,485,531
8619	OTHER GENERAL APPORTIONMENTS	1,158,678	488,428
8622	EXTENDED OPPORTUNITY PROG &SVS	2,087,359	1,093,018
8623	DISABLED STUDENTS PROGRAMS&SVS	1,500,266	780,138
8624	CALWORKS	361,160	184,325
8625	TELE TECH INFRASTRUCTURE PROG TTIP	116,520	116,520
8629	OTHER CATEGORICAL APPORTIONMT	6,824,212	4,823,617
8653	INSTRUCTIONAL IMPROVEMENT GRT	256	256
8654	MIDDLE COLLEGE	99,527	14,923
8659	OTHER CATEGORICAL PROGRAMS	1,432,850	149,637
8672	HOMEOWNERS PROPERTY TAX RELIEF	700,000	109,672
8681	STATE LOTTERY PROCEEDS	4,833,274	11,387
8682	STATE MANDATED COSTS	0	0
<b>Sub Total</b>	<b>8600 STATE REVENUE</b>	<b>84,114,102</b>	<b>43,257,453</b>
8811	DISTRICT TAXES - SECURED ROLL	77,400,000	41,439,442
8812	DISTRICT TAXES-SUPPLEMNTL ROLL	2,000,000	698,614
8813	DISTRICT TAXES-UNSECURED ROLL	3,000,000	0
8816	DISTRICT TAXES-PRIOR YEAR	4,000,000	5,961,147
8817	EDU REVENUE AUGUMENTATION FUND	0	374,084
8818	REDEVELOPMENT PROPERTY TAXES	400,000	202,161
8831	CONTRACT INSTRUCTION	1,300,000	4,330,534
8840	SALES	100,000	39,150
8850	RENTALS	1,822,000	603,526
8861	INTEREST & INVESTMENT INCOME	600,000	212,195

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8871	CHILD DEVELOPMENT SERVICES	501,000	236,667
8874	ENROLLMENT FEES	14,300,000	12,103,420
8876	HEALTH FEES	1,787,538	1,908,649
8877	INSTRUCT MATERIAL FEES	755,606	574,691
8879	STUDENT RECORDS	230,000	95,823
8880	NON RESIDENT TUITION	6,955,000	7,641,084
8881	PARKING FEES	1,791,979	923,941
8889	OTHER STUDENT FEES	119,721	533,578
8892	TELECOURSE REVENUE	865,700	200,000
8893	PARKING FINES	471,000	247,718
8899	OTHER LOCAL INCOME	1,322,711	343,380
<b>Sub Total</b>	<b>8800 LOCAL REVENUE</b>	<b>119,722,255</b>	<b>78,669,803</b>
8912	SURPLUS PROPERTY SALES	0	307
8914	GAIN ON SALE OF ASSESTS	0	0
8981	INTERFUND TRANSFERS	0	0
<b>Sub Total</b>	<b>8900 OTHER FINANCING SOURCES</b>	<b>0</b>	<b>307</b>
	<b>TOTAL REVENUE</b>	<b>216,505,018</b>	<b>123,945,656</b>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
1100	INSTRUCTORS REG CONTRACT	38,916,852	14,976,250
1200	NON-INSTRUCTNL REG CONTRACT	16,143,425	6,669,906
1300	INSTRUCTORS HOURLY	19,839,269	8,517,459
1400	NON-INSTRUCTNL HOURLY	2,703,823	1,204,162
<b>Sub Total</b>	<b>1000 CERTIFICATED SALARIES</b>	<b>77,603,369</b>	<b>31,367,777</b>
2100	NON-INSTR CLASSIF REG CONTRACT	45,646,491	18,934,897
2200	INSTR CLASSIF REG CONTRACT	3,910,409	1,639,105
2300	NON-INSTRUCTIONAL, HOURLY	5,930,397	2,467,424
2400	INSTRUCTIONAL HOURLY	971,259	535,549
<b>Sub Total</b>	<b>2000 CLASSIFIED SALARIES</b>	<b>56,458,556</b>	<b>23,576,974</b>
3000	EMPLOYEE BENEFITS	2,097,549	-85,151
3100	STRS-STATE TEACHERS RETIREMENT	4,084,647	2,077,637
3200	PERS-PUBLIC EMPLOYEES RETIREMENT	5,240,780	2,297,969
3300	OASDI-OLD AGE/SURVIVORS/DISABILTY INS	4,749,525	2,161,318
3400	HEALTH & WELFARE BENEFITS	19,242,595	514,615
3500	STATE UNEMPLOYMENT INS	313,985	82,137
3600	WORKERS COMPENSATION INS	1,779,850	950,184
3700	LOCAL RETIREMENT SYSTEM	8,844,800	5,306,880
3900	OTHER BENEFITS	0	0
<b>Sub Total</b>	<b>3000 STAFF BENEFITS</b>	<b>46,353,731</b>	<b>13,305,588</b>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
4200	OTHER BOOKS	25,514	4,667
4300	INSTRUCTNL SUPPLIES	4,894,221	1,367,087
4400	MEDIA SUPPLIES	65,928	3,045
4600	FUEL, OIL & REPAIR PARTS	544,587	101,935
4900	OTHER SUPPLIES	0	-12
<b>Sub Total</b>	<b>4000 BOOKS, SUPPLIES &amp; MATERIALS</b>	<b>5,530,250</b>	<b>1,476,723</b>
5000	INDIRECT EXPENSE CHARGEBACK	376,542	21,495
5100	PERSONAL AND CONSULTANT SERVICES	1,121,252	178,786
5200	TRAVEL AND CONFERENCES	835,732	149,087
5300	DUES AND MEMBERSHIP	374,787	252,497
5400	INSURANCE	1,399,877	1,203,277
5500	UTILITIES	5,307,872	2,160,672
5600	RENT, LEASES AND REPAIRS	7,603,772	3,275,281
5700	LEGAL, ELECTION AND AUDIT EXPENSES	1,757,980	761,751
5800	OTHER OPERATING EXPENSES AND SERVICES	7,581,136	1,978,833
5900	OTHER	4,551,867	0
<b>Sub Total</b>	<b>5000 CONTRACT SERVICES, OPERATING EXPENSES</b>	<b>30,910,817</b>	<b>9,981,679</b>
6100	SITE IMPROVEMENTS	49,681	8,863
6200	BUILDING IMPROVEMENTS	156,774	1,330
6300	BOOKS (NEW)	92,330	49,989
6400	EQUIPMENT AND LEASE PURCHASE	3,043,474	591,470
<b>Sub Total</b>	<b>6000 CAPITAL OUTLAY</b>	<b>3,342,259</b>	<b>651,653</b>
7300	INTERFUND TRANSFER OUT	235,032	89,466
7500	STUDENT FINANCIAL AID	134,538	31,354
7600	OTHER PAYMENTS TO OR FOR STUDENTS	1,330,879	553,497
7900	RESERVE FOR CONTINGENCIES (BUDGET ONLY)	15,702,375	0
<b>Sub Total</b>	<b>7000 OTHER OUTGO &amp; RESERVES</b>	<b>17,402,824</b>	<b>674,318</b>
	<b>TOTAL EXPENDITURES</b>	<b>237,601,806</b>	<b>81,034,711</b>

**Coast Community College District**

**Second Quarterly Report**

**2009-2010**

**All Funds**

<b>Fund</b>	<b>General</b>	<b>Child Development</b>	<b>GO Bond</b>	<b>Capital Outlay</b>	<b>Insurance Services</b>	<b>N/R Reimb Operations</b>	<b>Total</b>
Assets	65,825,093	45,185	71,179,945	6,214,225	31,979,779	203,074	175,447,301
Due To System Posting	0	0	0	0	0	0	0
Liabilities	2,078,477	70,000	0	0	0	1,567,581	3,716,058
Due To/From System Posting	0	0	0	0	0	0	0
<b>Fund Balance</b>	<b><u>63,746,616</u></b>	<b><u>-24,815</u></b>	<b><u>71,179,945</u></b>	<b><u>6,214,225</u></b>	<b><u>31,979,779</u></b>	<b><u>-1,364,507</u></b>	<b><u>171,731,244</u></b>
 Beginning Balance	 21,096,788	 2	 99,248,850	 5,675,499	 36,809,087	 0	 162,830,226
Income							
Adopted Budget	236,483,631	1,402,321	1,300,000	1,990,000	39,103,000	12,275,613	292,554,565
Actual	123,945,656	560,921	608,639	1,641,487	12,182,098	4,882,576	143,821,376
%	52.41%	40.00%	46.82%	82.49%	31.15%	39.77%	0
Expenses							
Adopted Budget	236,483,631	34,373,000	100,548,850	7,665,499	34,373,000	12,275,613	425,719,593
Actual	81,034,711	585,738	28,677,543	1,102,761	17,011,406	6,247,083	134,659,243
%	34.27%	1.70%	28.52%	14.39%	49.49%	50.89%	0
Suspense Clearing	-2,434	0	0	0	0	0	-2,434
Accrual Adjustments	-258,682	0	0	0	0	0	-258,682
Audit Adjustments	0	0	0	0	0	0	0
<b>Fund Balance</b>	<b><u>63,746,616</u></b>	<b><u>-24,815</u></b>	<b><u>71,179,945</u></b>	<b><u>6,214,225</u></b>	<b><u>31,979,779</u></b>	<b><u>-1,364,507</u></b>	<b><u>171,731,244</u></b>



# ARCC 2009 Report: College Level Indicators

## Coastline Community College

Coast Community College District

### College Performance Indicators

#### Student Progress and Achievement: Degree/Certificate/Transfer

**Table 1.1:**  
Student Progress and  
Achievement Rate

Percentage of first-time students who showed intent to complete and who achieved any of the following outcomes within six years: Transferred to a four-year college; or earned an AA/AS; or earned a Certificate (18 units or more); or achieved "Transfer Directed" status; or achieved "Transfer Prepared" status. (See explanation in Appendix B.)

	2000-2001 to 2005-2006	2001-2002 to 2006-2007	2002-2003 to 2007-2008
<b>Student Progress and Achievement Rate</b>	55.3%	54.6%	57.0%

**Table 1.1a:**  
Percent of Students Who  
Earned at Least 30 Units

Percentage of first-time students who showed intent to complete and who earned at least 30 units while in the California Community College System. (See explanation in Appendix B.)

	2000-2001 to 2005-2006	2001-2002 to 2006-2007	2002-2003 to 2007-2008
<b>Percent of Students Who Earned at Least 30 Units</b>	64.2%	64.8%	65.3%

**Table 1.2:**  
Persistence Rate

Percentage of first-time students with a minimum of six units earned in a Fall term and who returned and enrolled in the subsequent Fall term anywhere in the system. (See explanation in Appendix B.)

	Fall 2004 to Fall 2005	Fall 2005 to Fall 2006	Fall 2006 to Fall 2007
<b>Persistence Rate</b>	53.0%	53.0%	53.7%

NA: This performance indicator is not applicable for schools of continuing education



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Page 121

State of California

Attachment 17



# ARCC 2009 Report: College Level Indicators

## Coastline Community College

Coast Community College District

### College Performance Indicators

#### Student Progress and Achievement: Vocational/Occupational/Workforce Development

**Table 1.3:**  
Annual Successful Course  
Completion Rate for  
Credit Vocational Courses

See explanation in Appendix B.

	2005-2006	2006-2007	2007-2008
<b>Annual Successful Course Completion Rate for Vocational Courses</b>	66.8%	66.5%	71.9%

#### Pre-Collegiate Improvement: Basic Skills, ESL, and Enhanced Noncredit

**Table 1.4:**  
Annual Successful Course  
Completion Rate for  
Credit Basic Skills Courses

See explanation in Appendix B.

	2005-2006	2006-2007	2007-2008
<b>Annual Successful Course Completion Rate for Basic Skills Courses</b>	67.3%	64.9%	68.3%

**Table 1.5:**  
Improvement Rates for ESL  
and Credit Basic Skills Courses

See explanation in Appendix B.

	2003-2004 to 2005-2006	2004-2005 to 2006-2007	2005-2006 to 2007-2008
<b>ESL Improvement Rate</b>	15.5%	17.2%	17.8%
<b>Basic Skills Improvement Rate</b>	34.0%	35.9%	38.4%

**Table 1.6:**  
Career Development and  
College Preparation (CDCP)  
Progress and Achievement Rate

See explanation in Appendix B.

	2003-2004 to 2005-2006	2004-2005 to 2006-2007	2005-2006 to 2007-2008
<b>CDCP Progress and Achievement Rate</b>	.%	.%	.%

Blank cell (% only) = No CDCP data for cohort (college may not have CDCP courses)  
0% in cell = CDCP cohort data, but no outcome data as of report date



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NA: This performance indicator is not applicable for schools of continuing education

Page 122

State of California



# ARCC 2009 Report: College Level Indicators

## Coastline Community College

Coast Community College District

### College Profile

**Table 1.7:**  
Annual Unduplicated Headcount and  
Full-Time Equivalent Students (FTES)

	2005-2006	2006-2007	2007-2008
<b>Annual Unduplicated Headcount</b>	17,661	19,329	22,128
<b>Full-Time Equivalent Students (FTES)*</b>	4,356	5,637	6,493

Source: The annual unduplicated headcount data are produced by the Chancellor's Office, Management Information System. The FTES data are produced from the Chancellor's Office, Fiscal Services 320 Report.

\*FTES data for 2005-2006, 2006-2007, and 2007-2008 are based on the FTES recalculation.

**Table 1.8:**  
Age of Students at Enrollment

	2005-2006	2006-2007	2007-2008
<b>19 or less</b>	8.7%	9.7%	10.9%
<b>20 - 24</b>	18.3%	18.4%	18.0%
<b>25 - 49</b>	45.8%	46.6%	46.7%
<b>Over 49</b>	27.2%	25.3%	24.3%
<b>Unknown</b>	0.0%	0.0%	0.1%

Source: Chancellor's Office, Management Information System

**Table 1.9:**  
Gender of Students

	2005-2006	2006-2007	2007-2008
<b>Female</b>	58.9%	57.3%	54.8%
<b>Male</b>	40.2%	41.8%	44.1%
<b>Unknown</b>	0.8%	0.9%	1.2%

Source: Chancellor's Office, Management Information System





# ARCC 2009 Report: College Level Indicators

## Coastline Community College

Coast Community College District

### College Profile

**Table 1.10:**  
Ethnicity of Students

	2005-2006	2006-2007	2007-2008
<b>African American</b>	5.2%	6.9%	7.3%
<b>American Indian/Alaskan Native</b>	0.9%	1.1%	1.2%
<b>Asian</b>	22.2%	21.0%	21.4%
<b>Filipino</b>	1.3%	1.5%	1.5%
<b>Hispanic</b>	12.7%	14.0%	14.7%
<b>Other Non-White</b>	0.8%	1.2%	1.1%
<b>Pacific Islander</b>	0.5%	0.4%	0.4%
<b>Unknown/Non-Respondent</b>	15.0%	14.4%	15.2%
<b>White Non-Hispanic</b>	41.3%	39.6%	37.2%

Source: Chancellor's Office, Management Information System





# ARCC 2009 Report: College Level Indicators

## Coastline Community College

Coast Community College District

### College Peer Grouping

Table 1.11: Peer Grouping

	Indicator	College's Rate	Peer Group Average	Peer Group Low	Peer Group High	Peer Group
A	Student Progress and Achievement Rate	57.0	47.4	36.3	64.7	A5
B	Percent of Students Who Earned at Least 30 Units	65.3	64.5	60.4	71.9	B5
C	Persistence Rate	53.7	58.3	37.6	72.0	C4
D	Annual Successful Course Completion Rate for Credit Vocational Courses	71.9	75.1	62.3	84.6	D1
E	Annual Successful Course Completion Rate for Credit Basic Skills Courses	68.3	62.1	52.0	72.0	E1
F	Improvement Rate for Credit Basic Skills Courses	38.4	47.1	38.4	51.6	F6
G	Improvement Rate for Credit ESL Courses	17.8	29.1	0.0	70.5	G1

Note: Please refer to Appendices A and B for more information on these rates. The technical details of the peer grouping process are available in Appendix D.



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Page 125

State of California



# ARCC 2009 Report: College Level Indicators

## Coastline Community College

Coast Community College District

### College Self-Assessment

Coastline Community College was founded in 1976 with the specific mission of serving adult students through alternative delivery and scheduling formats. In addition to its classroom-based programs, the college has strong departments in distance education and instructional system design. The college has produced more than 60 internationally-distributed, award-winning telecourses and online courses. The DE department offers 127 different courses (primarily online). Coastline's creative scheduling and innovative instructional delivery formats are an excellent match for the educational needs and lifestyles of working adults. Seventy percent of Coastline's students attend part time—taking fewer than 5 units per semester; the academic success of this population cannot be adequately captured through the six year cohort tracking timeframe observed by the architects of the ARCC reporting system.

In addition to predominantly serving working students, Coastline successfully serves the needs of more traditional students who simultaneously attend other colleges. These students find Coastline's wide range of general education distance learning and one-class-meeting-per-week format, site-based classes a viable option for picking up classes to augment their home college schedules. Because these students neither start nor complete their degree work at Coastline, their successful learning experiences at Coastline are not completely reflected in the ARCC data.

Coastline College also is successfully serving a growing number of military students. In 2007-08, Coastline served 10,496 military students. The number of course enrollments (seats) by military program students grew from 4,500 in 1999-00 to 22,237 in 2007-08. When compared to most civilian students, military students' progress through our courses and programs at high rates, achieving an 83% rate of successful course completion; this success rate compares very favorably to the statewide distance education course success rate of 55%. Please note that military enrollment data are not included in all of Coastline's ARCC data tables. The college is working with the System's Office to include military enrollment data in future ARCC reports. As a result, of these efforts, we expect our program completion and transfer rates to reflect a steady increase over the coming years.

In the last eight years, Coastline has initiated new programs and accelerated existing programs to serve students from a much broader range of circumstances. Redefining the familiar term "nontraditional," these programs include recruitment, instruction, and support tailored to the needs of deployed military personnel, incarcerated students, and high school students. The college is making a conscious effort to attract students who consider Coastline their home college. This effort manifests through new programs including Biotechnology (the only biological laboratory technician training program in Orange County) and Process Technology, partnerships with local school districts for programs such as Early College High School, new community-based learning centers, and development of innovative technologies to support the design and delivery of high-quality online courses.





# ARCC 2009 Report: College Level Indicators

## Golden West College

Coast Community College District

### College Performance Indicators

#### Student Progress and Achievement: Degree/Certificate/Transfer

**Table 1.1:**  
Student Progress and  
Achievement Rate

Percentage of first-time students who showed intent to complete and who achieved any of the following outcomes within six years: Transferred to a four-year college; or earned an AA/AS; or earned a Certificate (18 units or more); or achieved "Transfer Directed" status; or achieved "Transfer Prepared" status. (See explanation in Appendix B.)

	2000-2001 to 2005-2006	2001-2002 to 2006-2007	2002-2003 to 2007-2008
<b>Student Progress and Achievement Rate</b>	55.4%	54.5%	55.7%

**Table 1.1a:**  
Percent of Students Who  
Earned at Least 30 Units

Percentage of first-time students who showed intent to complete and who earned at least 30 units while in the California Community College System. (See explanation in Appendix B.)

	2000-2001 to 2005-2006	2001-2002 to 2006-2007	2002-2003 to 2007-2008
<b>Percent of Students Who Earned at Least 30 Units</b>	71.9%	73.7%	74.9%

**Table 1.2:**  
Persistence Rate

Percentage of first-time students with a minimum of six units earned in a Fall term and who returned and enrolled in the subsequent Fall term anywhere in the system. (See explanation in Appendix B.)

	Fall 2004 to Fall 2005	Fall 2005 to Fall 2006	Fall 2006 to Fall 2007
<b>Persistence Rate</b>	72.5%	76.4%	78.0%

NA: This performance indicator is not applicable for schools of continuing education





# ARCC 2009 Report: College Level Indicators

## Golden West College

Coast Community College District

### College Performance Indicators

#### Student Progress and Achievement: Vocational/Occupational/Workforce Development

**Table 1.3:**  
Annual Successful Course  
Completion Rate for  
Credit Vocational Courses

See explanation in Appendix B.

	2005-2006	2006-2007	2007-2008
<b>Annual Successful Course Completion Rate for Vocational Courses</b>	76.0%	76.1%	76.7%

#### Pre-Collegiate Improvement: Basic Skills, ESL, and Enhanced Noncredit

**Table 1.4:**  
Annual Successful Course  
Completion Rate for  
Credit Basic Skills Courses

See explanation in Appendix B.

	2005-2006	2006-2007	2007-2008
<b>Annual Successful Course Completion Rate for Basic Skills Courses</b>	59.6%	60.8%	63.2%

**Table 1.5:**  
Improvement Rates for ESL  
and Credit Basic Skills Courses

See explanation in Appendix B.

	2003-2004 to 2005-2006	2004-2005 to 2006-2007	2005-2006 to 2007-2008
<b>ESL Improvement Rate</b>	29.6%	33.2%	37.7%
<b>Basic Skills Improvement Rate</b>	47.7%	54.1%	55.4%

**Table 1.6:**  
Career Development and  
College Preparation (CDCP)  
Progress and Achievement Rate

See explanation in Appendix B.

	2003-2004 to 2005-2006	2004-2005 to 2006-2007	2005-2006 to 2007-2008
<b>CDCP Progress and Achievement Rate</b>	.%	.%	.%

Blank cell (% only) = No CDCP data for cohort (college may not have CDCP courses)  
0% in cell = CDCP cohort data, but no outcome data as of report date



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NA: This performance indicator is not applicable for schools of continuing education

Page 302

State of California



# ARCC 2009 Report: College Level Indicators

## Golden West College

Coast Community College District

### College Profile

**Table 1.7:**  
Annual Unduplicated Headcount and  
Full-Time Equivalent Students (FTES)

	2005-2006	2006-2007	2007-2008
<b>Annual Unduplicated Headcount</b>	20,557	20,111	21,309
<b>Full-Time Equivalent Students (FTES)*</b>	9,933	11,065	10,545

Source: The annual unduplicated headcount data are produced by the Chancellor's Office, Management Information System. The FTES data are produced from the Chancellor's Office, Fiscal Services 320 Report.

\*FTES data for 2005-2006, 2006-2007, and 2007-2008 are based on the FTES recalculation.

**Table 1.8:**  
Age of Students at Enrollment

	2005-2006	2006-2007	2007-2008
<b>19 or less</b>	27.1%	26.4%	25.2%
<b>20 - 24</b>	35.2%	36.2%	35.5%
<b>25 - 49</b>	31.7%	31.8%	33.0%
<b>Over 49</b>	6.0%	5.7%	6.3%
<b>Unknown</b>	0.0%	0.0%	0.0%

Source: Chancellor's Office, Management Information System

**Table 1.9:**  
Gender of Students

	2005-2006	2006-2007	2007-2008
<b>Female</b>	55.1%	54.8%	55.0%
<b>Male</b>	44.7%	44.8%	44.6%
<b>Unknown</b>	0.3%	0.4%	0.4%

Source: Chancellor's Office, Management Information System





# ARCC 2009 Report: College Level Indicators

## Golden West College

Coast Community College District

### College Profile

**Table 1.10:**  
Ethnicity of Students

	2005-2006	2006-2007	2007-2008
<b>African American</b>	2.1%	1.9%	1.8%
<b>American Indian/Alaskan Native</b>	0.9%	1.0%	0.9%
<b>Asian</b>	30.0%	30.1%	29.0%
<b>Filipino</b>	2.7%	2.8%	3.0%
<b>Hispanic</b>	15.0%	15.7%	16.7%
<b>Other Non-White</b>	0.9%	1.2%	1.2%
<b>Pacific Islander</b>	0.9%	0.7%	0.9%
<b>Unknown/Non-Respondent</b>	7.4%	7.4%	8.7%
<b>White Non-Hispanic</b>	40.1%	39.1%	37.7%

Source: Chancellor's Office, Management Information System





# ARCC 2009 Report: College Level Indicators

## Golden West College

Coast Community College District

### College Peer Grouping

Table 1.11: Peer Grouping

	Indicator	College's Rate	Peer Group Average	Peer Group Low	Peer Group High	Peer Group
A	Student Progress and Achievement Rate	55.7	58.8	51.3	69.3	A2
B	Percent of Students Who Earned at Least 30 Units	74.9	71.1	63.2	78.4	B2
C	Persistence Rate	78.0	67.6	57.1	78.0	C5
D	Annual Successful Course Completion Rate for Credit Vocational Courses	76.7	74.5	67.0	85.4	D2
E	Annual Successful Course Completion Rate for Credit Basic Skills Courses	63.2	62.1	52.0	72.0	E1
F	Improvement Rate for Credit Basic Skills Courses	55.4	52.6	36.5	62.0	F2
G	Improvement Rate for Credit ESL Courses	37.7	53.6	15.7	75.0	G3

Note: Please refer to Appendices A and B for more information on these rates. The technical details of the peer grouping process are available in Appendix D.



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Page 305

State of California



# ARCC 2009 Report: College Level Indicators

## Golden West College

Coast Community College District

### College Self-Assessment

Golden West College (GWC), located in Huntington Beach, is one of three community colleges of the Coast Community College District located in Orange County, serving primarily the communities of Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Newport Beach, Seal Beach, and Westminster. Golden West College has approximately 22,000 students per year with 59% of those students under the age of 25. The ethnic composition of our students is about 32% Asian, 16% Hispanic, 2% African American, 40% white and 11% other. The ethnic composition of Orange County is 15.5% Asian, 30.8% Hispanic, 2.1% African American, 51.3% white, and 0.3% other. Almost half of the Orange County residents do not speak English at home.

Although transfer preparation and degree achievement are primary to the mission of Golden West College, our mission also includes responding to specific community needs with respect to career and technical training, employment skills preparation, as well as, remedial activities and lifelong learning. At graduation, nearly one-third of our awards are for vocational certificates from our 23 Career Certificate programs.

Golden West College performed at or above state-wide and our peer group averages on all accountability indicators except 'Improvement Rate for ESL Courses'. However, our 'Improvement Rate for ESL Courses' has improved more than 4% each of the last two cohorts. Performance has also improved each of the last two years on the indicator measured by the 'Percent of Students Who Earned at Least 30 Units'. Although the 'Student Progress and Achievement Rate' is now lower than our peer group average, it improved over last year, and is still above the state-wide average. Our 'Persistence' and 'Basic Skills Improvement' rates improved over the prior period.

Thirty-five percent of Golden West College students are first-time students, and many come to our campus under-prepared academically and lack some of the skills necessary to be successful college students. Many do not speak English as their native language. Prior to reviewing the data in this ARCC report, Golden West College realized our need to improve in the area of basic skills and began to work on it internally, and we are seeing the fruits of those efforts. In 2008, the Student Success Committee was established and charged to study issues that are barriers to student success and coordinate activities to mitigate these barriers. The ESL department continues to actively review the results of their assessments of student learning outcomes and to make changes to the program. Additionally, they are actively evaluating their placement practices in an effort to increase its effectiveness for placing students in their first ESL class. The college is encouraged that our scores in the Basic Skills indicators will continue to rise as a result of our ongoing efforts.





# ARCC 2009 Report: College Level Indicators

## Orange Coast College

Coast Community College District

### College Performance Indicators

#### Student Progress and Achievement: Degree/Certificate/Transfer

**Table 1.1:**  
Student Progress and  
Achievement Rate

Percentage of first-time students who showed intent to complete and who achieved any of the following outcomes within six years: Transferred to a four-year college; or earned an AA/AS; or earned a Certificate (18 units or more); or achieved "Transfer Directed" status; or achieved "Transfer Prepared" status. (See explanation in Appendix B.)

	2000-2001 to 2005-2006	2001-2002 to 2006-2007	2002-2003 to 2007-2008
<b>Student Progress and Achievement Rate</b>	61.2%	63.9%	62.9%

**Table 1.1a:**  
Percent of Students Who  
Earned at Least 30 Units

Percentage of first-time students who showed intent to complete and who earned at least 30 units while in the California Community College System. (See explanation in Appendix B.)

	2000-2001 to 2005-2006	2001-2002 to 2006-2007	2002-2003 to 2007-2008
<b>Percent of Students Who Earned at Least 30 Units</b>	77.9%	78.9%	79.8%

**Table 1.2:**  
Persistence Rate

Percentage of first-time students with a minimum of six units earned in a Fall term and who returned and enrolled in the subsequent Fall term anywhere in the system. (See explanation in Appendix B.)

	Fall 2004 to Fall 2005	Fall 2005 to Fall 2006	Fall 2006 to Fall 2007
<b>Persistence Rate</b>	79.1%	79.1%	80.6%

NA: This performance indicator is not applicable for schools of continuing education





# ARCC 2009 Report: College Level Indicators

## Orange Coast College

Coast Community College District

### College Performance Indicators

#### Student Progress and Achievement: Vocational/Occupational/Workforce Development

**Table 1.3:**  
Annual Successful Course  
Completion Rate for  
Credit Vocational Courses

See explanation in Appendix B.

	2005-2006	2006-2007	2007-2008
<b>Annual Successful Course Completion Rate for Vocational Courses</b>	78.7%	77.8%	79.2%

#### Pre-Collegiate Improvement: Basic Skills, ESL, and Enhanced Noncredit

**Table 1.4:**  
Annual Successful Course  
Completion Rate for  
Credit Basic Skills Courses

See explanation in Appendix B.

	2005-2006	2006-2007	2007-2008
<b>Annual Successful Course Completion Rate for Basic Skills Courses</b>	65.2%	65.7%	64.1%

**Table 1.5:**  
Improvement Rates for ESL  
and Credit Basic Skills Courses

See explanation in Appendix B.

	2003-2004 to 2005-2006	2004-2005 to 2006-2007	2005-2006 to 2007-2008
<b>ESL Improvement Rate</b>	.%	.%	66.7%
<b>Basic Skills Improvement Rate</b>	47.1%	46.7%	47.2%

**Table 1.6:**  
Career Development and  
College Preparation (CDCP)  
Progress and Achievement Rate

See explanation in Appendix B.

	2003-2004 to 2005-2006	2004-2005 to 2006-2007	2005-2006 to 2007-2008
<b>CDCP Progress and Achievement Rate</b>	.%	.%	.%

Blank cell (% only) = No CDCP data for cohort (college may not have CDCP courses)  
0% in cell = CDCP cohort data, but no outcome data as of report date



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Page 494

State of California



# ARCC 2009 Report: College Level Indicators

## Orange Coast College

Coast Community College District

### College Profile

**Table 1.7:**  
Annual Unduplicated Headcount and  
Full-Time Equivalent Students (FTES)

	2005-2006	2006-2007	2007-2008
<b>Annual Unduplicated Headcount</b>	30,406	32,072	35,034
<b>Full-Time Equivalent Students (FTES)*</b>	16,144	18,079	18,345

Source: The annual unduplicated headcount data are produced by the Chancellor's Office, Management Information System. The FTES data are produced from the Chancellor's Office, Fiscal Services 320 Report.

\*FTES data for 2005-2006, 2006-2007, and 2007-2008 are based on the FTES recalculation.

**Table 1.8:**  
Age of Students at Enrollment

	2005-2006	2006-2007	2007-2008
<b>19 or less</b>	30.1 %	29.4%	29.8%
<b>20 - 24</b>	38.3%	37.5%	36.6%
<b>25 - 49</b>	27.5%	28.4%	28.7%
<b>Over 49</b>	4.1 %	4.8%	4.9%
<b>Unknown</b>	0.0%	0.0%	0.0%

Source: Chancellor's Office, Management Information System

**Table 1.9:**  
Gender of Students

	2005-2006	2006-2007	2007-2008
<b>Female</b>	50.4%	50.4%	49.8%
<b>Male</b>	49.5%	49.3%	49.7%
<b>Unknown</b>	0.1%	0.3%	0.5%

Source: Chancellor's Office, Management Information System





# ARCC 2009 Report: College Level Indicators

## Orange Coast College

Coast Community College District

### College Profile

**Table 1.10:**  
Ethnicity of Students

	2005-2006	2006-2007	2007-2008
African American	1.8%	1.8%	1.8%
American Indian/Alaskan Native	0.6%	0.7%	0.7%
Asian	22.8%	22.6%	23.0%
Filipino	2.1%	2.1%	2.1%
Hispanic	18.3%	18.1%	18.6%
Other Non-White	1.5%	1.8%	1.8%
Pacific Islander	0.8%	0.7%	0.9%
Unknown/Non-Respondent	6.1%	7.5%	8.1%
White Non-Hispanic	46.0%	44.7%	43.1%

Source: Chancellor's Office, Management Information System





# ARCC 2009 Report: College Level Indicators

## Orange Coast College

Coast Community College District

### College Peer Grouping

Table 1.11: Peer Grouping

	Indicator	College's Rate	Peer Group Average	Peer Group Low	Peer Group High	Peer Group
A	Student Progress and Achievement Rate	62.9	58.8	51.3	69.3	A2
B	Percent of Students Who Earned at Least 30 Units	79.8	73.9	67.9	82.7	B4
C	Persistence Rate	80.6	69.3	53.8	80.6	C3
D	Annual Successful Course Completion Rate for Credit Vocational Courses	79.2	74.5	67.0	85.4	D2
E	Annual Successful Course Completion Rate for Credit Basic Skills Courses	64.1	63.7	53.9	81.5	E3
F	Improvement Rate for Credit Basic Skills Courses	47.2	52.6	36.5	62.0	F2
G	Improvement Rate for Credit ESL Courses	66.7	58.4	33.1	79.2	G5

Note: Please refer to Appendices A and B for more information on these rates. The technical details of the peer grouping process are available in Appendix D.



Chancellor's Office  
California Community Colleges

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Page 497

State of California



# ARCC 2009 Report: College Level Indicators

## Orange Coast College

Coast Community College District

### College Self-Assessment

Located in Costa Mesa, California, Orange Coast College (OCC) was founded in 1948 with an opening day enrollment of 500 students. The college has grown significantly since founded, currently enrolling more than 22,000 students each semester and over 32,500 students annually. OCC offers more than 130 academic and career programs, including one of the nation's largest and most acclaimed public marine sailing programs. Nearly half of the students on campus are enrolled in one of the college's career and technical programs. Over the past ten years, OCC's student population has become more ethnically diverse and closely approximates its service area. During this time the college has also observed increases in students under 21.

Orange Coast College ranks second statewide in the number of students it transfers to the California State University system and sixth in transfers to the University of California. Over the past decade, nearly 20,000 OCC students have transferred to UC and CSU campuses. Many also transfer to private colleges and universities within California and across the nation.

In terms of student success, OCC has demonstrated above average levels of performance on all accountability indicators, except our basic skills improvement rate. Over the past three years, the college has increased its student progress and achievement rate to 62.9%, a figure above its peer group. We remain consistently high on the percentage of students who earned at least 30 units (79.8%). Our persistence rate remains at the top of our peer group (80.6%). Vocational course success rates have remained strong and are at 79.2%.

Over the past year, we observed a decline in our basic skills course success rate and an increase in our basic skills improvement rate. Although the basic skills course success rate decreased from 65.7% to 64.1%, it is still above our peer group. While our basic skills improvement rate increased by .5%, it is below our peer group. Due to the low predictive values of criteria used to determine this peer group, the Chancellor's Office has cautioned its use. Both basic skills areas are affected by the increase of students entering with skills below college level. OCC is addressing our students' basic skills needs through a Title III Strengthening Institutions grant.

While the college has a robust ESL program, its progress is not consistently reported in the ESL improvement rate. Most of our ESL courses have CSU transfer status and are not included in this calculation. Only the most recent cohort (2005-2006) reports data with an improvement rate of 66.7%. This is due to a non-transferrable course being offered during 2005-2006 and student progress being tracked. This rate is above our peer group.

As these statistics demonstrate, our success rates remained fairly consistent over the past three years. Performance on indicators have increased or slightly fluctuated downward. Additionally, the college has performed above its peer group on most indicators. Orange Coast College is justly proud of the success rates of its students and the quality of instruction and support provided by its faculty and staff.





# Coast Community College District/Coast Federation of Educators Negotiations – 2008-2009

## ARTICLE VI. ACADEMIC FREEDOM AND RESPONSIBILITY.

**Section 1.** Recognizing that free search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Federation will affirm the principles of academic freedom, with the understanding that

- (a) Academic Freedom is essentially the right of faculty to express or discuss in their classrooms and throughout the District challenging ideas and topics related to courses they teach and their own academic, professional expertise. The primary responsibility is to achieve the objectives of the course outline of record. This does not preclude Faculty Members from using their professional judgment in discussing other topics with their students when aimed at enhancing student learning. The expression of this right is guided by a deep conviction of the worth and dignity of students and the advancement of their knowledge.
- (b) Academic Freedom includes the right of faculty to create and to use instructional materials that may be thought-provoking or controversial and are relevant to the courses they teach to enhance student learning. These rights notwithstanding, Academic Freedom is to be practiced within the parameters of commonly recognized standards of teaching, professional conduct, and applicable policies and laws.
- (c) Faculty Members recognize the special responsibilities placed upon them. These responsibilities include the obligation to exercise critical self-discipline and sound judgment in using, extending, and transmitting knowledge. In the conduct of their teaching and professional lives, faculty members demonstrate intellectual honesty and devotion to continual improvement of scholarly competence.

With the shared understanding of the rights and responsibilities, Academic Freedom will be promoted and protected.

**Section 2.** A Faculty Member's exercising of his/her right of academic freedom as delineated in this Section shall not be subject to any adverse action affecting the Faculty Member's employment status with the District:

- (a) For the development and publication of instructional materials, as well as the interpretation of course content and adoption of innovative instructional methods compatible with the course outline of record and standards accepted within the academic community;
- (b) For exercising freedom to examine or endorse unpopular or controversial ideas within their fields of professional expertise as appropriate to course content, discussions with students, or academic research or publication. In so doing, the Faculty Member shall attempt to be accurate, fair, objective, and show respect for diverse opinions;
- (c) For using or recommending, within the parameters of (a) above, instructional materials which may challenge prevailing social attitudes, or contain unpopular or controversial ideas;
- (d) For presenting all points of view in teaching and discussing controversial ideas or content in their courses and for including library materials of broad and diverse interest, information and enlightenment without prejudice in regards to the race/ethnicity, gender, sexual orientation, nationality, social, political or religious views of the authors;

50  
51 (e) For expressing in an appropriate forum the Faculty Member's viewpoint on matters of College  
52 and District policy.

53  
54 (f) In collegial life, for example, for participation in the governance of their colleges, and engaging  
55 in the collegial expression of opinions in their department, college, and/or District meetings.

56  
57 **Section 3.** Political activities on college campuses shall be governed by District policies and  
58 procedures which shall be in accordance with the requirements of applicable Federal and State  
59 law.

60  
61 **Section 4.** The District shall respect the Faculty Member's right in public life to exercise freedom  
62 of speech, freedom of association, freedom of union activity, and freedom to express expert  
63 opinions in a public forum provided it is clear that the Faculty Member is not speaking or acting on  
64 behalf of the District.

## Coast Community College District/Coast Federation of Educators Negotiations – 2008-2009

### ARTICLE VII. PERSONNEL FILES.

**Section 1.** There shall be only one official personnel file for each Faculty Member, which is maintained in the District Office of Human Resources. (This sentence moved – See line 11) The personnel file shall include, but need not be limited to, records of employment with the District and records of professional evaluation. In addition, such records as educational advancement and pertinent work experience as provided by the Faculty Member shall be a part of the official District file. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the Faculty Member's employment with the District.

**Section 2.** The personnel file shall be kept in a locked file room in the Office of Human Resources. The contents of all personnel files shall be kept in the strictest confidence. All applicable Federal and California state laws governing the rights to privacy and confidentiality will be followed in maintaining the personnel files. When a Faculty Member's file is opened for any purpose other than routine office work, a file utilization form shall show the name of the person opening the file, the date and the purpose.

**Section 3.** Upon written request, the material in the file shall be made available for the inspection of the Faculty Member to whom the file pertains, except ratings, reports or records which were obtained prior to the employment of the Faculty Member were prepared by identifiable examination committee members, or were obtained in connection with a promotional evaluation. A CFE faculty representative may, with written authorization by the Faculty Member, have access to the respective faculty file.

**Section 4.** Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District. Anonymous communications shall not be placed in the personnel file or in any other file maintained in the District.

**Section 5.** Up to ten (10) official commendations from organizations acknowledging excellence in instruction or special service to the college, District, community or profession may be entered in the personnel file by the Faculty member or the District upon receipt by the Manager of Employee Records.

**Section 6.** Information of a derogatory nature, except that listed under Section 2 of this Article, will not be placed in the file until the Faculty Member has been provided with a copy of the derogatory information and a notice regarding the Faculty Member's right to respond in writing within a ten (10) working day period. This does not prevent a Faculty Member from submitting a response to derogatory information beyond this ten (10) day period. The response shall be attached to the derogatory information in the file.

**Section 7.** The Faculty Member shall have the right to comment in writing on any item in the Faculty Member's personnel file, except those listed under Section 3 of this Article. The written comments shall be attached to the appropriate materials in the Faculty Member's personnel file.

**Section 8.** The Faculty Member shall have the right to copies of materials within the file except as noted in Section 3 above. The actual cost of such duplication shall be paid by the Faculty Member. In the event of disciplinary action against the Faculty Member, such Faculty Member, upon request, shall be provided at District expense with a copy of any or all material in the file deemed necessary by the Faculty Member, except as noted in Section 3 above.

52 **Section 9.**

53  
54 (a) After four (4) years, upon request of the faculty member, derogatory material placed in a  
55 Faculty Member's personnel file shall be placed in a separate sealed envelope which shall be  
56 removed from the personnel file and shall be placed in a separate locked filing cabinet located in  
57 the Personnel Office of the District offices.

58  
59 The file envelope may be opened by the Vice Chancellor of Human Resources only in the  
60 following two instances:

61  
62 1. The Faculty Member has first given written permission to open and view the file. The following  
63 procedures will apply: A sign-out sheet attached to the file envelope will note the time the file is  
64 checked out, who has checked it out, the Faculty Member's signature giving written permission to  
65 view the file, and the time that the file is replaced into the file envelope and resealed.

66  
67 2. By court order. Photocopies of such material may only be made for the court order.

68  
69 (b) The four year period provided in subsection (a) above will not preclude the Faculty Member  
70 and the Vice Chancellor of Human Resources, or designee, from agreeing to remove material in  
71 the personnel file at any time.

72  
73 **Section 10.** Student grievance documentation shall not be placed in the concerned Faculty  
74 Member's personnel file unless disciplinary action is taken.

75  
76 **Section 11.** Faculty Members shall be provided a copy of any personnel related documentation  
77 that the District sends to other State agencies relating specifically to discipline or evaluation of  
78 performance of the faculty member. The privacy rights of other individuals will be protected as  
79 required by law.

# Coast Community College District/Coast Federation of Educators Negotiations – 2008-2009

## ARTICLE XI. HOURS OF SERVICE.

### Section 1. Standard Work Week and Work Day.

#### (a) Work Week.

(1) The standard work week shall comprise forty (40) hours of professional activities on and off campus, including, but not limited to, instructional assignments, regular librarian and counselor assignments, preparation for such assignments, evaluation of student performance, participation in student and faculty committee assignments, professional and educational development, curriculum development, maintenance of office hours, participation in consultations with students, and assisting in the conduct of student performances.

(2) The standard work week shall be Monday through Friday. If a Faculty Member voluntarily accepts an assignment on Saturday and/or Sunday, such Faculty Member shall not be assigned duties on the weekday(s) of the Faculty Member's choosing with approval of the designated administrator. In no case will the Faculty Member be compelled to work more than five (5) days per week.

(3) In addition to their regularly scheduled assignments, Faculty Members will post and maintain at least four (4) office hours per week. Two (2) office hours may be virtual with the approval of the Faculty Member's supervisor.

If seven and one-half (7.5) LHE or more of the Faculty Member's regular load is 100% online, three (3) office hours may be virtual if approved by the Faculty Member's supervisor. The administrator shall not arbitrarily disregard the request. If the Faculty Member is denied the three (3) hours, upon request, the administrator will provide the reasons in writing to the Faculty Member with a copy to the Federation. Faculty Members whose assigned hours are, exclusive of overload, twenty (20) hours per week shall not be required to maintain office hours. The requirement for office hours shall be reduced proportionally for Contract and Regular Faculty Members working less than 100% contract. Part-Time Faculty Members are exempt from this language regarding office hours.

Faculty Members shall notify their students and division office of their on-site office hours and their appropriate contact information for virtual hours. With reasonable notice to their students and division office, Faculty Members may modify their schedule of office hours. Faculty Members making permanent changes in office hours shall notify their division office. All Faculty Members shall also be reasonably available to students by appointment and shall notify students of such availability.

(4) Faculty Members teaching sixty (60) -minute non-lecture classes (Section 2(b)) will receive credit for one (1) office hour for each five (5) sixty (60) -minute classes taught weekly up to a maximum credit of two (2) hours per week.

(5) Faculty Members who have less than twenty (20) hours per week of required posted office hours and scheduled classes, exclusive of overload, shall serve on at least one (1) College/District committee or student advisory group each semester. Assignments to

Federation and/or Senate committees dealing with College/District matters will meet this requirement.

(6) There shall be no discreet final exam week with the sixteen (16) week semester.

(b) **Work Day.** The standard workday will be completed within nine (9) consecutive hours with no more than a five-(5) hour break between scheduled classes in a single day. Unless approved by the Faculty Member, at least twelve hours shall elapse between the end of the last duty assignment on one day and the beginning of the first duty assignment on the following day, except for duty assignments designated as overload.

(c) The guidelines outlined in Sections 1(a)(3) and 1(b) of this Article may be modified, as appropriate, upon the Faculty Member's request and the designated Administrator's approval. Such modifications may also be made by the designated Administrator, with the approval of the appropriate Vice President if the needs of the instructional program so dictate. If approval is withheld, the Faculty Member, upon request, shall be furnished an explanation in writing of the reason(s) for the decision.

(d) Modification of the work year for individual Faculty positions must be negotiated between the District and the Federation.

## **Section 2 Class Hour.**

(a) **Class Hour/Clock Hour.** The class hour is the basic unit of attendance for computing full-time equivalent student (FTES). It is a period of not less than fifty (50) minutes of scheduled instruction and/or examination and ten (10) minutes of passing/break time. A class hour is also known as a "contact hour".

(b) **Multiple Class Hour.** A multiple class hour is any period of instruction scheduled continuously for more than one clock hour (sixty (60) minutes) but for ninety-five minutes or less with no break. A Faculty Member may schedule up to ten minutes of break time for each class hour when combined with multiple-hour class time.

## **Section 3. Annual Work Load.**

(a) The annual work load for Faculty Members, except as otherwise provided in this Agreement, shall be thirty (30) lecture hour equivalencies. The workload each semester normally will be fifteen (15) lecture hour equivalencies. In the event that scheduling requirements do not permit the achievement of a fifteen (15) lecture hour equivalency load during a single semester, the load may be adjusted through assigned overload as noted in subsection (b) below, or through an annual schedule which will achieve thirty (30) lecture hour equivalencies, or a combination of both of these methods.

(b) Overload compensation will be paid for any assignment in excess of fifteen (15) lecture hour equivalencies, unless the excess is to accommodate a thirty (30) semester hour combination when both semesters are taken into consideration. For the compressed calendar the overload hour (whether lecture or lab) for a given assignment shall be calculated as though the class were to meet for 18 weeks (e.g., 3 hours/week x 18 weeks = 54 hours). The result shall be multiplied by the overload rate (e.g. 54 X overload rate = total overload compensation paid to Faculty Member). The latter result shall be the compensation for that sixteen (16) week assignment irrespective of any holidays.

(c) The District may assign an overload of up to one (1) lecture hour equivalency per semester with a maximum of two (2) per academic year in order to attempt to meet the requirements of subsection (a) of this Section. Overload assignments in excess of one (1) lecture hour

equivalency in one semester or two (2) lecture hour equivalencies in an academic year are voluntary.

(d) Overload assignments (District assigned or voluntary) may not exceed six and eight tenths (6.8) lecture hour equivalencies in any semester unless agreed upon by the Faculty Member and approved by the appropriate Vice President.

(e) Overload Banking Program. A Faculty Member may bank his/her overload pay including summer school and intersession in the following way: Rather than accepting remuneration for overload assignment, he/she may elect to take a semester of paid leave. The conditions for eligibility are:

(1) Financial -- the Faculty Member will accrue LHE salary credit equal to his/her full-time replacement salary at the time of the leave, including all mandated costs. (For example, the banked compensation for 15 LHE of overload will be redeemed as the salary payable for 15 LHE at the time of the leave, plus benefits, all contributions to STRS, etc.). Any surplus salary credit not needed for replacement costs will be refunded to the Faculty Member.

(2) Planning -- the Faculty Member will inform his/her dean, in writing, of his intention to enter this program, and will submit a target date for his/her leave. Not more than two (2) Faculty Members per division or instructional component may be on such a leave at any one time. A Faculty Member may use the program once each six years

(3) Strategic -- the dean of the Faculty Member's division may adjust the target semester to the subsequent semester to that chosen by the Faculty Member with notification to the Faculty Member no later than the beginning of one semester prior to the requested leave. The dean's decision to change the semester will be based solely on the preservation of the integrity of the academic program. If the semester is changed, the Faculty Member will begin to be paid for any overload or summer LHEs above and beyond his/her banked LHEs.

(4) The dean of each division will inform his/her Faculty Members at the beginning of each semester as to how many Faculty Members are eligible for this program in the subsequent semester.

(5) Selection -- Faculty will become eligible for participation based on a "first come first served" basis; i.e., the Faculty Member to accumulate sufficient LHEs first will be the first to participate in the program.

(6) All banked overload LHEs shall be placed in a special District account to be used only for the paid semester leave or paid to the Faculty Member upon resignation or retirement if not used for the paid semester. A unit member may request for compelling financial reasons to be paid the unused banked overload LHEs. All such requests authorized by the District shall be paid within 30 days.

(7) Employee and dependent benefits (Article XX) will continue to the Faculty Member as if they were regular status.

#### **Section 4. Loading Factors.**

Course Outline of Record. The course outline of record identifies the lecture and non-lecture elements of each course and will be used for the purpose of determining the load distribution for each course.

(a) Lecture Hour. A lecture hour is an hour of class time primarily devoted to lecture and is loaded at a one to one (1:1) load factor.

(b) Non-lecture Hour. A non-lecture hour is defined in terms of proportional lecture hour. Non-lecture hour assignments are weighted in terms of lecture hour equivalencies as follows:

Subject	Lecture Hour Equivalencies
Administration of Justice	.75
Physical Education Labs	.75
Physical Education Activities	.75
Health Sciences	.75
Cosmetology	.75
Technologies	.75
English 051-058, 010-019, 106 & 900, GWC	.75
ESL, GWC and CCC	.75
Journalism, GWC	.75
Learning Assistance (e.g. Computer Learning Lab)	.75
Learning Skills and Instructional Aid	.75
Library	.75
Speech	.75
Tutoring/Learning Skills	.75
Anthropology	.75
Geography	.75
Social Sciences, CCC	.75
Interpreting	.75
Natural Sciences, Mathematics/Science	.75
Self-Paced Mathematics	.75
Laboratories, Allied Health Laboratories	.75
Special Education, CCC	.75
Special Education (Learning Skills), CCC	.75
Secretarial Science, Home Economics	.75
Business, Floral Design	.75
Fine and Applied Arts and Dance	.833

(c) Large Classes. Large classes shall be defined as those having enrollment of more than 54 students. The following conditions apply:

(1) Large classes must be pre-approved and scheduled by the Dean.

(2) Faculty Member preferences will be taken into consideration in making such assignments.

(3) The workload shall be determined by the enrollment at census date of that class.

(4) During summer school and intersession, the workload shall be determined by the enrollment of a class when 20% of the total class hours have been completed or at census, whichever comes first. Compensation for full-time instructors shall be at the rate of 1/1000<sup>th</sup> for lecture and non-lecture teaching assignments.

(5) The credited lecture equivalencies for large classes shall be as follows:

(a) 55-119 students = 1.50 times lecture hour equivalents.

(b) 120-239 students = 2.00 times lecture hour equivalents.

- (c) 240-359 students = 2.50 times lecture hour equivalents.
- (d) 360-479 students = 3.00 times lecture hour equivalents
- (e) 480-599 students = 3.50 times lecture hour equivalents
- (f) 600-719 students = 4.00 times lecture hour equivalents
- (g) 720-839 students = 4.50 times lecture hour equivalents
- (h) 840 or more students = 5.00 times lecture hour equivalents

## **Section 5. Categorically Funded Positions.**

(a) Faculty Members initially employed in categorically-funded positions shall be governed by the requirements of Education Code Section 87470 (See Appendix "xx") in their employment relations with the District.

(1) Such Faculty Members shall be entitled to the rights and protection guaranteed by the Agreement except as otherwise indicated.

(2) The District will compensate (salary and fringe benefits) such Faculty Members in accordance with the salary schedule and benefits package outlined in this Agreement.

(b) Contract and Regular Faculty Members may be assigned to categorically-funded positions provided there is no increase in work load above that which would be assigned to any non-categorically-funded employee performing the same tasks. (Salary and benefits to remain unaffected.)

(c) No Contract or Regular Faculty Member will be transferred or assigned to a categorically-funded program without that Faculty Member's consent if the program in question requires an additional work load which is in excess of that which would normally be expected of a non-categorically-funded employee. (Exception: such a Contract or Regular Faculty Member may be transferred to a position of this nature in order to avoid layoff of that Faculty Member.)

(d) Contract and Regular Faculty Members in layoff status may be recalled to categorically-funded positions on a temporary basis and may be assigned in accordance with the compensation and work load requirements agreed to by the District and the outside agency. Faculty Members in layoff status will have the opportunity of first refusal in such cases.

(e) Faculty Members in categorically funded positions whose first employment with the District is for less than one (1) semester shall, for that period of employment, be evaluated as if they were first year contract employees if the designated administrator deems evaluation necessary. The evaluation(s) shall be concluded before their contract has elapsed.

(f) Affiliated Faculty Instructors (AFIs).

(1) AFI's will be required to participate in all obligations required of full time faculty as outlined in the existing bargaining agreement.

(2) Memorial Health Services (or other accredited hospital/health agencies) will assume sole and full responsibility for all compensation, medical benefits, worker's compensation, and all forms of insurance typically provided by the agency employer for AFI's employed by them, while they are working in the District.

271 (3) The District will pay the agency fee amount for each AFI annually. The schedule of  
272 payment will be on December 1<sup>st</sup> for each academic year of employment.

273 **Section 6. Clinical Assignments.**

- 274
- 275 (a) Clinical work experience (1) lecture hour equivalency for each five (5) students.
- 276
- 277 (b) Medical facilities supervision shall be loaded as non-lecture hours. Shifts of less than
- 278 eight (8) hours shall be prorated.
- 279
- 280 (c) For required orientation at clinical sites, the instructor shall be compensated at the contract
- 281 daily rate or by released time.
- 282
- 283 (d) For required classes running for more than 110 minutes, the Faculty Member shall have a
- 284 fifteen-minute break after each 110-minute segment.
- 285

286 **Section 7. Other Loading Factors.**

- 287
- 288 (a) Loading for work experience shall be in accordance with the following formula: eight (8)
- 289 students equal one (1) lecture hour equivalency.
- 290
- 291 (b) Individualized study shall count as one (1) lecture hour equivalency of an instructor's workload
- 292 for twenty-four (24) student units, or eight (8) students enrolled in one (1) three-unit course each.
- 293
- 294 (c) The loading formula for Telecourse Instructors will be as follows: one (1) lecture hour
- 295 equivalency for each group of up to seventy (70) students. English composition shall be loaded at
- 296 one half this ratio.
- 297

298 (1) Telecourse Instructors, who are assigned as part of their regular teaching load, will

299 administer examinations, present review sessions, prepare prescriptive feedback and

300 complete other duties in lieu of the office hour requirement as spelled out in Section 1 of

301 this Article.

302

303 (2) Telecourse Instructors on overload assignment will be paid at the overload rate for

304 each hour of participation in review sessions, the administration of examinations, and any

305 other required duties which cannot be fulfilled during designated carrel hours.

306

307 (d) The Federation shall be advised of changes in the telecourse delivery system adopted by the

308 District which result in workload increases. Such increases will be subject to negotiations

309 between the Federation and the District.

310

311 (e) Faculty Members with students enrolled in Internship Academy will be compensated for five

312 hours each semester, per student enrolled, at the overload rate.

313

314 **Section 8. Counselors.**

315

316 (a) Counselors. Assignments for full-time counselors shall be thirty-three hours and forty-five

317 minutes (33.75) per week of counseling activity directly with students, including counseling

318 service which is provided to a student or students, workshops, and individual or group counseling.

319 Counseling assignments for Faculty Members who are also engaged in program related activities

320 as agreed upon by the unit administrator and counselor shall be part of the assigned hours.

321 Other professional activities shall be performed as defined in Section 1 (a) of this Article in

322 addition to the assigned hours.

323

324 (b) Counseling assignments for Faculty Members who are also engaged in instructional activities

325 will be on a proportional basis (including one hour of preparation for each hour of lecture

326 instruction, reducing counseling hours accordingly).

(c) The work year for all counselors is 195 days (two semesters plus twenty days). The annual assigned hours are computed as follows: Duty days - Monday through Friday minus negotiated holidays within the Fall and Spring semesters times six hours and forty five minutes (6.75), plus twenty (20) days outside of the Fall and Spring semesters times six (6) hours.

(1) The scheduled days shall occur anytime during the fiscal year, July 1 through June 30. Counselors shall be compensated from the "QQ" salary schedule.

(2) The twenty (20) additional days outside of the two (2) semesters shall be requested by the counselor for approval by the designated administrator. The administrator shall not arbitrarily disregard such preferences. If mutual agreement is not reached, the administrator shall determine the schedule. At the request of the affected Faculty Member, the administrator will put in writing the reasons for the schedule, and forward the response to the affected Faculty Member with a copy to the Federation. If the Faculty Member is still concerned, he/she may appeal to the appropriate Vice President.

(3) Counselors may utilize exchange days for assigned days. An exchange day is defined as a duty day in lieu of a scheduled equivalent day. The District has the authority to approve the schedule of work days assigned to counselors within the work year of two semesters plus 20 days and to allow or disallow requests for "exchange days." Counselors may carry over unused exchange days to subsequent academic years. There shall be neither a limit to the number of exchange time hours that can be accrued, nor shall there be a limit to the number of hours that can be carried over to subsequent academic years.

#### **Section 9. Librarians/Tutorial Center Faculty.**

(a) Assigned weekly hours for these Faculty Members shall be thirty-three hours and forty-five minutes (33.75) per week directly with students. Faculty Members who are also assigned classroom teaching will be on a proportional basis (one hour of preparation for each hour of lecture), reducing their hours accordingly. Faculty Members who are also engaged in program related activities except classroom teaching, as agreed upon by the unit administrator and the Faculty Member, shall be part of the assigned hours. Other professional activities shall be performed as defined in Section 1 (a) of this Article, in addition to the assigned hours.

(b) The work year for these Faculty Members will be the two semester academic year, except that they may agree with the designated administrator to exchange academic year contract days for other days.

#### **Section 10. Instructor of Record for Self-Paced Mathematics.**

(a) Assignments for Self-Paced Mathematics Instructors shall be loaded at (0.75), including service which is provided to students in individual and group settings.

**Section 11. Lunch Periods.** Counselors, Librarians, Tutorial Center Faculty and Program Coordinators shall be scheduled for a one-hour (1) lunch period, except that the designated administrator may reduce the lunch period to a period of no less than thirty (30) minutes duration for reasonable cause. The lunch period may be eliminated if requested by the Faculty Member and agreed to by the designated administrator. Health Science Instructors assigned to a Clinical Facility for five (5) hours or more a day will receive a one-half (1/2) hour paid lunch period.

383 **Section 12. Athletic Coaches.**

384  
385 (a) Faculty Members who are assigned to coach athletic teams will receive ten (10) hours of  
386 assigned time for the coaching duties. Such assigned time shall include the hours of class credit  
387 for the sport.

388  
389 (b) If a coach, with the approval of the Designated Administrator, schedules practice sessions or  
390 athletic contests prior to the beginning of the fall semester, or during the winter recess or  
391 intersession, or during the spring recess, such coach will be compensated at the per diem rate  
392 set forth in Article XIII, Section 15 of this Agreement.

393  
394 (c) Faculty Members who are assigned to coach a college-approved sport shall receive a stipend  
395 equal to 8% of Column III Step 1 of the faculty salary schedule. This stipend will be paid on  
396 December 1 for fall sports and on May 1 for spring sports to each coach who performs the  
397 service. This stipend does not apply to any Faculty Member who is on a twelve-month contract  
398 unless he/she coaches a second sport.

399  
400 **Section 13. Performance Reassigned Time.** A Faculty Member assigned to direct a  
401 performing group as a part of one of the following courses will receive the designated percentage  
402 of reassigned time during the semester.

403  
404 **(a) Orange Coast College**

405 16-2/3 %

College Choir  
College Chorale & Chamber Singers (both)  
Community Orchestra  
Jazz Ensemble  
Master Chorus, Opera Theater, and Opera  
Orchestra (all 3)  
Reader's Theater  
Symphonic Band  
Theater Rehearsal and Performance

414 **(b) Golden West College**

415 16-2/3 %

College Choir  
College Chorale  
Concert Band  
Jazz Ensemble I  
Jazz Ensemble II  
Madrigal Singers  
Main stage Theater Performance  
Play Box Performance  
Spring Musical - Musical Director  
Spring Musical - Theater Director  
Student Dance Concert

426  
427 **(c) Forensic Coaching.** The Orange Coast Forensic Team coaching will receive a total of  
428 twelve (12) lecture hour equivalencies per semester, to be apportioned among participating  
429 Faculty Members by the designated Administrator.

430  
431 **(d) Dance.** The Orange Coast Rehearsal and Performance course will receive a total of  
432 16-2/3% reassigned time to be apportioned among participating Faculty Members by the  
433 designated Administrator.

434  
435 **(e) Other Groups.** Reassigned time for any other performing group will be negotiated between  
436 the District and the Federation.

439 **Section 14. Class Size.**

440  
441 **(a) Minimum Class Size.**

442  
443 (1) The District will establish appropriate minimums for class size. Prior to the first class  
444 meeting, a class may be canceled for failure to meet the appropriate minimum class size.  
445 Subsequent to the first class meeting, a class that fails to have minimum class size may  
446 not be canceled until after the second class meeting or seven (7) days unless mutually  
447 agreed upon by the Faculty Member and the designated administrator.

448  
449 (2) No change in the class size minimums will be made without providing the President of  
450 the Federation with at least thirty (30) days written notice. The District shall consult with  
451 the Federation, upon request, respecting any such intended change.

452  
453 (3) A Faculty Member assigned to large group instruction against the Faculty Member's  
454 wishes will, upon request, be given written explanation on why the assignment was  
455 made.

456  
457 **(b) Maximum Class Size.** The maximum class size for all courses set at fifty-four (54) students  
458 or fewer is identified, by college, in Appendix XX. The maximum class size for courses  
459 established subsequent to this agreement will be proposed by department faculty and initially  
460 approved by the Division Dean in consultation with the Vice President of instruction and  
461 negotiated between the Federation and the District or their designees. Appendix V regarding  
462 Class Size Maximums will remain in force through the duration of this contract (June 30, 2011).

463  
464 **Section 15. Team Teaching.** When the District requires two (2) or more instructors to be  
465 present during the same class hour of instruction, each instructor will receive full credit for each  
466 hour, provided that when the class is a large lecture class, as defined in Section 8 of this Article,  
467 the total lecture hour equivalencies will be divided equally among the instructors engaged in such  
468 team teaching with a minimum of one (1) hour being paid each instructor for each class hour.

469  
470 **Section 16. Program coordinators and Reassigned time.**

471  
472 In the collegial governance of the District, Faculty play an important leadership role which may  
473 sometimes best be facilitated by reassignment from the regular assignment including but not  
474 limited to Program Coordinators. When a Coordinator assignment has a defined term it shall be  
475 compensated through reassignment and/or stipend; however, in cases when the Faculty Member  
476 has been hired to serve as a Coordinator the term "reassigned time" will not apply since it is the  
477 Faculty Member's regular assignment.

478  
479 When working conditions of reassigned positions are not otherwise covered in the bargaining unit  
480 agreement, the parties shall negotiate those working conditions prior to filling the position.

481  
482 All activities determined by the District to require reassignment of faculty from their regular  
483 assignment shall be fully described in writing and will include the requirements to serve, selection  
484 procedures, terms of service, and handling of vacancies. Such assignments may be project  
485 based, and are designed to assist managers by coordinating the work flow but not supervising  
486 others to accomplish a specific task. Faculty Members shall not be required to accept such  
487 assignments. Announcements shall be circulated 20 days prior to filling an assignment. Prior to  
488 the announcement of any reassigned position, the administration shall make available to the  
489 Academic Senate a list of required duties.

490  
491 One (1) LHE reassigned time equals two point twenty-five (2.25) hours per week or 36 hours per  
492 semester.

Faculty members on full reassignment for a 16-week semester have thirty three hours and forty-five minutes (33.75) assigned per week. Faculty Members on full reassignment for an 18-week semester have thirty (30) assigned hours per week. Faculty Members who are also assigned classroom teaching will be on a proportional basis (one hour of preparation for each hour of lecture), reducing their hours accordingly. Other professional activities shall be performed as defined in Section 1 (a) of this Article, and are in addition to the assigned hours.

Faculty Members with a two semester contract may agree to work additional days at the contract daily rate, or to exchange academic year contract days for other days with prior approval by the designated administrator.

Reassignments of one (1) academic year or less. The selection process for such assignments shall be made by Management in consultation with the Academic Senate. Should there be a need for the position to continue for more than one academic year the provisions below shall apply:

Reassignments of more than one academic year. The selection process for such assignments shall be made by the Academic Senate in consultation with Management. If the Academic Senate determines that an election would be beneficial, the election shall be conducted in accordance with the same procedures established for IUAs/DCs (Article X, Section 4).

1. Regular faculty shall be eligible to serve in such positions. Temporary full-time and non-tenured categorical faculty are eligible to serve up to 30 LHE reassigned time, in any two-year period. Part-time faculty are eligible to serve up to twenty (20) LHE in a Coordinator assignment, in any two year period. Tenure track faculty are eligible to serve up to a total of 30 LHE during their tenure track period.

The Federation and the District agree to address exceptions to the above language on a case by case basis.

## **Section 17. Instructional Unit Assistants/Department Chairs.**

### **(a) Compensation and/or Reassigned Time.**

(1) The District shall grant reassigned time for those persons elected to serve as Instructional Unit Assistants/Department Chairs (IUA/DC's), or,

(2) The District shall pay Faculty Members LHE based stipends to perform the duties of an Instructional Unit Assistant/Department Chair. Compensation for these assignments is defined annually on the Faculty special rate sheet.

(3) Combinations of (1) and (2) above are permitted.

(4) The compensation (reassigned time and/or stipend) to be provided shall be announced by the responsible Administrator after consultation with the division/department faculty and prior to the nomination of candidates to serve as an Instructional Unit Assistant/Department Chair (IUA/DC). (See Article X, Section 4(d)). The compensation and/or reassigned time shall not be diminished during the term of an Instructional Unit Assistant/Department Chair.

(5) For every LHE of reassigned time or stipend compensation granted, the Instructional Unit Assistant/Department Chair shall be assigned no more than thirty six (36) hours of work per semester.

550 **(b) Overload Assignments.**

551  
552 (1) Faculty Members who receive only reassigned time in accordance with Section  
553 17(a)(1), above, are entitled to work an overload assignment in accordance with this  
554 contract.

555  
556 (2) Faculty Members who, in accordance with Section 17(a)(2) above, receive a stipend  
557 for their assignment as IUAs/DCs may work in an overload capacity such that the  
558 combination of the IUA/DC stipend and overload assignment does not exceed the  
559 guidelines outlined in Article XI, Section 3(d) of this Agreement.

560  
561 **Section 18. Cosmetology**

562  
563 (a) The Golden West College Cosmetology Faculty Members' work schedule shall be 210 days  
564 (two semesters plus 35 days) on an 18-week calendar. Compensation for additional duty days  
565 beyond the 175-day contract (Schedule AA) for 210-day contract faculty will be prorated in the  
566 same way that 195-day (Schedule QQ) contracts are calculated.

567  
568 (b) Final Exam Schedule. At the end of the first nine weeks and second nine weeks of each  
569 regular semester:

570  
571 (1) Classes on Monday of the ninth week shall meet as normally scheduled, except that  
572 the afternoon classes shall be taught by adjunct faculty.

573  
574 (2) With the exception of the Esthetician courses, classes shall not meet on Tuesday of  
575 the ninth week. The Tuesday Esthetician classes shall be taught by adjunct faculty.

576  
577 (3) Classes shall meet as usual Wednesday through Friday of the ninth week.

578  
579 (4) Clients shall not be served on Monday or Tuesday of the ninth week.

580  
581 (5) Faculty Members shall meet on Monday afternoon of the ninth week to determine  
582 grades for classroom and/or laboratory activities.

583  
584 (6) Tuesday of the ninth week shall be set aside for Cosmetology Faculty Members to  
585 use in the same manner as faculty of other disciplines use "student free" days during final  
586 exam weeks.

587  
588 (7) Cosmetology Faculty Members shall not be paid for overload assignments which fall  
589 on Monday or Tuesday of the ninth week unless the Faculty Member normally meets that  
590 overload class assignment on Monday morning.

591  
592 **Section 19. Academic Senate**

593  
594 Each Academic Senate shall receive 1.6 FTE released time per academic year. Academic  
595 Senate Presidents will receive forty-eight (48) hours of compensation (sixteen hours per month,  
596 June, July, and August) at 1/1000<sup>th</sup> hourly rate for their summer assignment.

597  
598 **Section 20. Federation President.**

599  
600 The Federation President's work schedule shall be 195 (two semesters plus 20 days).  
601 Compensation will be determined by Schedule QQ.

606 **Section 21. Beepers and Cellular Phones**

607

608 The District shall not require a Faculty Member to carry a beeper, cellular phone, or radio except  
609 while on assigned duties.

# Coast Community College District/Coast Federation of Educators Negotiations – 2008-2009

## ARTICLE XII WORKING CONDITIONS AND DUTIES.

1 **Section 1. Safety.** The District shall make reasonable effort to provide Faculty Members with  
2 safe working conditions. Faculty Members are required to observe all safety regulations. Each  
3 College shall form a Safety Committee which includes an equal number of Administrators,  
4 Faculty, Classified Staff, and Students. The Faculty Members shall be appointed by the  
5 Academic Senate; however, the Federation shall appoint one of those Faculty representatives in  
6 accordance with Article V, Section 17. Such committee shall make recommendations to the  
7 College President.  
8

9 In order to ensure the safety of faculty, staff, students, and the community, the District may  
10 require that all full-time Faculty Members participate in up to five (5) (to be completed within the  
11 assigned hours for faculty who have 30 or more assigned hours per week) hours of emergency  
12 preparedness and response training each year. Said training will be provided in a variety of  
13 modalities. Faculty will be provided an opportunity to demonstrate competency in lieu of the  
14 training. On-site training will occur during the regular semester's work week (Monday through  
15 Friday) at a time and location specified by the District.  
16

17 **Section 2. Offices.** Each Faculty Member will be provided with an office area equipped with a  
18 desk and a desk chair. A Faculty Member with assignments at more than one campus will be  
19 assigned an office at the campus where the majority of classes are taught. When available from  
20 existing District supplies, the District will also provide a guest chair, a file cabinet and shelving.  
21

### 22 **Section 3. Communication Resources.**

23

24 (a) It is the intent of the colleges/District to provide a computer for each full-time Faculty Member.  
25 The District will also provide each Faculty Member with a telephonic messaging service as well  
26 as an e-mail account and other communication resources. Faculty Members are encouraged to  
27 use the District-provided e-mail and/or other electronic communication resources to transmit  
28 messages to others within the District. There may be times when the Faculty Member may  
29 choose to use non-district e-mail accounts and communications resources. The final  
30 determination as to which e-mail accounts and communications resources Faculty Members use  
31 shall be at the Faculty Member's professional discretion.  
32

33 (b) Within the Faculty Member's duty days, Faculty Members are encouraged to check and  
34 respond to telephone messages left on their college voice mail, to e-mails sent to their college e-  
35 mail addresses, and check their campus mailbox, all in a timely manner.  
36

### 37 **Section 4. Access.**

38

39 (a) Each Faculty Member will be provided with keys and/or access devices to the Districts'  
40 building(s), office(s), classroom(s), and work station(s) to which the Faculty Member is assigned  
41 on a continuing basis. Each college shall establish reasonable procedures for obtaining  
42 authorized keys and/or access devices. There will be no cost to the Faculty Member for the initial  
43 keys and/or access devices. Each Faculty Member shall be responsible for all keys and/or  
44 access devices issued and shall incur the actual cost of any replacements, provided that  
45 replacement costs shall not exceed those customarily charged by professional locksmiths in the  
46 community.  
47

(b) Faculty Members are expected to lock any facility that they have unlocked and to restore or otherwise secure equipment and supplies when they have finished using a facility.

#### **Section 5. Protection of Faculty Member at Work.**

(a) The District shall provide legal assistance to any Faculty Member who is the victim of an assault while such Faculty Member is acting in the discharge of the Faculty Member's duties.

(b) The District shall provide a Faculty Member with a replacement or reimbursement for loss or damage to the Faculty Member's personal property utilized in the instructional program, if such loss or damage occurs in the ordinary course of employment. No reimbursement shall be made by the District for an amount less than five (\$5.00) or more than one thousand (\$1,000.00). Eligibility, determination, subrogation, and exclusions are subject to Board Policy 040-15-2.

(c) The District shall notify affected Faculty Members of any known threats made by any person specifically against the health or safety of such Faculty Member.

**Section 6. Participation of Faculty Members in College Meetings.** Except in the case of an emergency, Faculty Members may be required to attend no more than one (1) College-wide meeting per semester called by the President, or designee, in addition to any meetings called on duty days prior to the first day of instruction in either semester. Faculty Members may also be required to be present at a reasonable number of meetings of their divisions, departments, disciplines or other administrative units, when such meetings are called by the appropriate Administrator. Any meetings with required attendance will be called only on regular duty days.

**Section 7. District-provided Materials.** The District shall provide Faculty Members with uniforms, equipment and protective clothing that are specifically designated by the District as required in order for the Faculty Members to perform their duties.

**Section 8. Emergency Medical Treatment.** The District shall make provision for emergency medical treatment for Faculty Members on the same basis that services are made available for students.

**Section 9. Field Trip Transportation.** Faculty Members shall not be required to transport students in their private vehicles, but may do so on a voluntary basis, in accordance with established District procedures and policies. Such use of private vehicles shall be within the scope of employment. Faculty Members who use their own vehicles for field trips, in accordance with District policies and procedures, will be covered by the District's liability insurance as a secondary coverage. Their private vehicle insurance will be the primary coverage. Proof of Insurance must be on file with the District

**Section 10. Transportation Reimbursement.** If a Faculty Member uses a privately owned vehicle for District authorized business, the District will reimburse the Faculty Member for the use of such vehicle at the District-established mileage rate, which shall not be less than current Board policy, plus tolls and necessary parking fees. The District shall provide appropriate procedures and forms for authorization.

#### **Section 11. Travel between Work Locations.**

(a) If a Faculty Member is assigned duties as part of the Faculty Member's regular work load at different locations during any work day, and such assignment requires the Faculty Member to use a privately-owned vehicle for transportation between such work locations, the District shall reimburse the Faculty Member for the round-trip mileage thus incurred in driving between the work locations during such work day as provided in Section \_\_\_\_.

b) If a Faculty Member is authorized to conduct necessary college business in a location other than their primary assignment site, and such assignment requires the Faculty Member to use a privately owned vehicle, the District shall reimburse the Faculty Member for the round trip distance traveled to the off campus site, in excess of the round trip distance from the Faculty Member's residence to the parking lot nearest the location of the Faculty Member's office. The District does not pay mileage costs from residence to campus. Reimbursement for such mileage will be in accordance with Section \_\_\_\_ of this Article.

**Section 12. Graduation Ceremonies.** Each year-fifty percent (50%) of the Faculty Members of each College, selected on a rotating basis, are required to participate in College graduation ceremonies. When such ceremonies are held outside of regular duty days, Faculty Members attending shall be compensated at the non-instructional hourly rate unless they voluntarily participate. In the event that graduation ceremonies conflict with their contractual assignment Faculty shall be excused from attendance at such ceremonies.

**Section 13. Schedules.**

(a) Fall & Spring Term Preferences: Faculty Members should be prepared to submit their scheduling preferences when requested in accordance with this section. Faculty Members shall be provided no less than two weeks prior notice of their opportunity to present their scheduling preferences in writing. The Faculty Member shall be notified of the tentative assignment at least three (3) weeks before the end of the preceding semester. Changes after this time may be necessary. In the event changes are made, the Administrator will first consult with the Faculty Member as soon as possible before a change is made.

(b) Overload, Summer School, Intersession Scheduling: Full-time Faculty Members shall be given first consideration for overload, intersession and/or summer school assignments. The administrator shall not arbitrarily disregard the Faculty Member's selection. At the request of the affected Faculty Member(s), the Administrator will put in writing the reasons for denying the selection, and forward the response to the affected Faculty Member(s) and a copy to the Federation. If the Faculty Member, after discussing the denial of the selection with his/her Administrator, is still concerned, he/she may appeal to the appropriate Vice President. The cost differential between compensation for full-time faculty and adjunct faculty is not to be the basis for denying overload and/or summer assignments to full-time faculty who request them. (Appendix H).

A request for an additional assignment(s) during fall/spring semester, intersession or summer will be made according to the following process:

A list of full-time faculty members was originally created by assigning a number to each full time faculty member by seniority in the department prior to the first scheduling session.

The list determines priority during each scheduling session for extra assignments. In the first round, the full-time Faculty Member at the top of the list requests the first assignment, or a combination of assignments, up to three (3) LHE or one (1) class that is greater than three (3) LHE. The next full-time Faculty Member on the list then selects any available extra assignment, or combination of assignments, up to three (3) LHE or one (1) class that is greater than three (3) LHE and so forth. When a Faculty Member selects up to three (3) LHE or one (1) class that is greater than three (3) LHE he/she drops to the bottom of the list. When Faculty Members pass or select less than three (3) LHE or select less than an accumulation of three (3) or more LHE, they retain their position on the list for the next scheduling period. A Faculty Member may, if qualified, be on more than one (1) rotation department list at their home college. The Federation and the District agree to address exceptions not equitably dealt with by the above language on a case-by-case basis.

When all full-time Faculty Members on the list who want an extra assignment have made a selection, a second round begins for any additional assignments up to the maximum overload. When all full-time Faculty Members have completed the selection procedure, the scheduling session shall be declared closed. Remaining classes may then be assigned to part-time Faculty. If additional sections become available, the scheduling session will be reopened. The IUA/DC or Dean will notify all full-time faculty who are eligible to take additional overload of the section(s) available and solicit their interest, with a deadline to respond. Sections will be assigned according to the Faculty Member's place on the list unless there is insufficient time before that class begins. If the scheduling session is reopened it will be closed when these assignments are completed. When a new scheduling session begins, the list starts where the prior scheduling session ended.

If the compilation of a contract load results in more than fifteen (15) LHE, that overload will not count as a turn in this selection process, however, the overload LHE will count towards maximum overload as indicated in Article XI, Section 3(d).

The following circumstances will not be permitted between or among Faculty Members trading, exchanging, gifting, or transferring of extra assignments during any scheduling session.

Full-time Faculty Members who resign or retire are removed from the list, and new full-time Faculty Members shall be added at the end of the list. Faculty Members who obtain new FSAs upon request may be added at the end of the list. Otherwise, the list remains unchanged.

The Faculty Member shall be notified of tentative overload, summer school, or intersession assignments at least three (3) weeks before the end of the preceding semester.

(c) Administrative Response: The administrator shall not arbitrarily disregard the Faculty Member's preferences. The designated Administrator shall take into consideration the Faculty Member's preference in making scheduling assignments including any accommodation under the Americans With Disabilities Act for themselves or another Faculty Member's disability accommodation. At the request of the affected Faculty Member(s), the Administrator will put in writing the reasons for denying the preference, and forward the response to the affected Faculty Member(s) and a copy to the Federation. If the Faculty Member, after discussing the schedule with his/her Administrator, is still concerned, he/she may appeal to the appropriate Vice President.

(d) Preparations: A Faculty Member shall not be required to accept more than three (3) new teaching preparations in a single semester, nor more than five (5) in an academic year. For the purposes of this Section, a course previously taught by a Faculty Member shall be considered a new preparation if more than five (5) years have passed since it was last taught by that Faculty Member.

(e) Part-Time Faculty Rehire Rights: Part-time faculty members who have been employed for eight (8) consecutive semesters or more at one specific CCCD college (GWC, OCC, or CCC), and whose two most recent evaluations are "satisfactory" shall be given first consideration of assignment for the class or classes in their discipline currently taught by them which are available for part-time faculty members. Because of cancellation or reduction of a full-time faculty member's load, the full-time faculty member may assume the class or classes of a part-time faculty member provided those are classes for which the full-time faculty member is qualified to teach according to his/her FSA and required to meet the regular contract load obligation, excluding overload. Scheduling decisions shall be made taking into consideration the needs of the college, instructional programs, staff and students.

**Section 14. Classroom Management.** The District shall not, without reasonable and sufficient cause, preempt the authority of the Faculty Member in the classroom.

214 **Section 15. Parking.** Each Faculty Member will be provided one (1) staff parking permit in  
215 accordance with Board policy (040-13). Parking privileges will be District wide. The District shall  
216 clearly mark "STAFF" parking spaces at each college campus.  
217

218 **Section 16. International Assignments.** All Study Abroad RFP's and Contracts shall be  
219 forwarded to the Federation for review when submitted to the Board of Trustees.  
220



# Coast Community College District/Coast Federation of Educators Negotiations – 2008-2009

## ARTICLE XII WORKING CONDITIONS AND DUTIES.

1 **Section 1. Safety.** The District shall make reasonable effort to provide Faculty Members with  
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3 College shall form a Safety Committee which includes an equal number of Administrators,  
4 Faculty, Classified Staff, and Students. The Faculty Members shall be appointed by the  
5 Academic Senate; however, the Federation shall appoint one of those Faculty representatives in  
6 accordance with Article V, Section 17. Such committee shall make recommendations to the  
7 College President.  
8

9 In order to ensure the safety of faculty, staff, students, and the community, the District may  
10 require that all full-time Faculty Members participate in up to five (5) (to be completed within the  
11 assigned hours for faculty who have 30 or more assigned hours per week) hours of emergency  
12 preparedness and response training each year. Said training will be provided in a variety of  
13 modalities. Faculty will be provided an opportunity to demonstrate competency in lieu of the  
14 training. On-site training will occur during the regular semester's work week (Monday through  
15 Friday) at a time and location specified by the District.  
16

17 **Section 2. Offices.** Each Faculty Member will be provided with an office area equipped with a  
18 desk and a desk chair. A Faculty Member with assignments at more than one campus will be  
19 assigned an office at the campus where the majority of classes are taught. When available from  
20 existing District supplies, the District will also provide a guest chair, a file cabinet and shelving.  
21

### 22 **Section 3. Communication Resources.**

23  
24 (a) It is the intent of the colleges/District to provide a computer for each full-time Faculty Member.  
25 The District will also provide each Faculty Member with a telephonic messaging service as well  
26 as an e-mail account and other communication resources. Faculty Members are encouraged to  
27 use the District-provided e-mail and/or other electronic communication resources to transmit  
28 messages to others within the District. There may be times when the Faculty Member may  
29 choose to use non-district e-mail accounts and communications resources. The final  
30 determination as to which e-mail accounts and communications resources Faculty Members use  
31 shall be at the Faculty Member's professional discretion.  
32

33 (b) Within the Faculty Member's duty days, Faculty Members are encouraged to check and  
34 respond to telephone messages left on their college voice mail, to e-mails sent to their college e-  
35 mail addresses, and check their campus mailbox, all in a timely manner.  
36

### 37 **Section 4. Access.**

38  
39 (a) Each Faculty Member will be provided with keys and/or access devices to the Districts'  
40 building(s), office(s), classroom(s), and work station(s) to which the Faculty Member is assigned  
41 on a continuing basis. Each college shall establish reasonable procedures for obtaining  
42 authorized keys and/or access devices. There will be no cost to the Faculty Member for the initial  
43 keys and/or access devices. Each Faculty Member shall be responsible for all keys and/or  
44 access devices issued and shall incur the actual cost of any replacements, provided that  
45 replacement costs shall not exceed those customarily charged by professional locksmiths in the  
46 community.  
47

(b) Faculty Members are expected to lock any facility that they have unlocked and to restore or otherwise secure equipment and supplies when they have finished using a facility.

#### **Section 5. Protection of Faculty Member at Work.**

(a) The District shall provide legal assistance to any Faculty Member who is the victim of an assault while such Faculty Member is acting in the discharge of the Faculty Member's duties.

(b) The District shall provide a Faculty Member with a replacement or reimbursement for loss or damage to the Faculty Member's personal property utilized in the instructional program, if such loss or damage occurs in the ordinary course of employment. No reimbursement shall be made by the District for an amount less than five (\$5.00) or more than one thousand (\$1,000.00). Eligibility, determination, subrogation, and exclusions are subject to Board Policy 040-15-2.

(c) The District shall notify affected Faculty Members of any known threats made by any person specifically against the health or safety of such Faculty Member.

**Section 6. Participation of Faculty Members in College Meetings.** Except in the case of an emergency, Faculty Members may be required to attend no more than one (1) College-wide meeting per semester called by the President, or designee, in addition to any meetings called on duty days prior to the first day of instruction in either semester. Faculty Members may also be required to be present at a reasonable number of meetings of their divisions, departments, disciplines or other administrative units, when such meetings are called by the appropriate Administrator. Any meetings with required attendance will be called only on regular duty days.

**Section 7. District-provided Materials.** The District shall provide Faculty Members with uniforms, equipment and protective clothing that are specifically designated by the District as required in order for the Faculty Members to perform their duties.

**Section 8. Emergency Medical Treatment.** The District shall make provision for emergency medical treatment for Faculty Members on the same basis that services are made available for students.

**Section 9. Field Trip Transportation.** Faculty Members shall not be required to transport students in their private vehicles, but may do so on a voluntary basis, in accordance with established District procedures and policies. Such use of private vehicles shall be within the scope of employment. Faculty Members who use their own vehicles for field trips, in accordance with District policies and procedures, will be covered by the District's liability insurance as a secondary coverage. Their private vehicle insurance will be the primary coverage. Proof of Insurance must be on file with the District

**Section 10. Transportation Reimbursement.** If a Faculty Member uses a privately owned vehicle for District authorized business, the District will reimburse the Faculty Member for the use of such vehicle at the District-established mileage rate, which shall not be less than current Board policy, plus tolls and necessary parking fees. The District shall provide appropriate procedures and forms for authorization.

#### **Section 11. Travel between Work Locations.**

(a) If a Faculty Member is assigned duties as part of the Faculty Member's regular work load at different locations during any work day, and such assignment requires the Faculty Member to use a privately-owned vehicle for transportation between such work locations, the District shall reimburse the Faculty Member for the round-trip mileage thus incurred in driving between the work locations during such work day as provided in Section \_\_\_\_.

b) If a Faculty Member is authorized to conduct necessary college business in a location other than their primary assignment site, and such assignment requires the Faculty Member to use a privately owned vehicle, the District shall reimburse the Faculty Member for the round trip distance traveled to the off campus site, in excess of the round trip distance from the Faculty Member's residence to the parking lot nearest the location of the Faculty Member's office. The District does not pay mileage costs from residence to campus. Reimbursement for such mileage will be in accordance with Section \_\_\_\_ of this Article.

**Section 12. Graduation Ceremonies.** Each year-fifty percent (50%) of the Faculty Members of each College, selected on a rotating basis, are required to participate in College graduation ceremonies. When such ceremonies are held outside of regular duty days, Faculty Members attending shall be compensated at the non-instructional hourly rate unless they voluntarily participate. In the event that graduation ceremonies conflict with their contractual assignment Faculty shall be excused from attendance at such ceremonies.

**Section 13. Schedules.**

(a) Fall & Spring Term Preferences: Faculty Members should be prepared to submit their scheduling preferences when requested in accordance with this section. Faculty Members shall be provided no less than two weeks prior notice of their opportunity to present their scheduling preferences in writing. The Faculty Member shall be notified of the tentative assignment at least three (3) weeks before the end of the preceding semester. Changes after this time may be necessary. In the event changes are made, the Administrator will first consult with the Faculty Member as soon as possible before a change is made.

(b) Overload, Summer School, Intersession Scheduling: Full-time Faculty Members shall be given first consideration for overload, intersession and/or summer school assignments. The administrator shall not arbitrarily disregard the Faculty Member's selection. At the request of the affected Faculty Member(s), the Administrator will put in writing the reasons for denying the selection, and forward the response to the affected Faculty Member(s) and a copy to the Federation. If the Faculty Member, after discussing the denial of the selection with his/her Administrator, is still concerned, he/she may appeal to the appropriate Vice President. The cost differential between compensation for full-time faculty and adjunct faculty is not to be the basis for denying overload and/or summer assignments to full-time faculty who request them. (Appendix H).

A request for an additional assignment(s) during fall/spring semester, intersession or summer will be made according to the following process:

A list of full-time faculty members was originally created by assigning a number to each full time faculty member by seniority in the department prior to the first scheduling session.

The list determines priority during each scheduling session for extra assignments. In the first round, the full-time Faculty Member at the top of the list requests the first assignment, or a combination of assignments, up to three (3) LHE or one (1) class that is greater than three (3) LHE. The next full-time Faculty Member on the list then selects any available extra assignment, or combination of assignments, up to three (3) LHE or one (1) class that is greater than three (3) LHE and so forth. When a Faculty Member selects up to three (3) LHE or one (1) class that is greater than three (3) LHE he/she drops to the bottom of the list. When Faculty Members pass or select less than three (3) LHE or select less than an accumulation of three (3) or more LHE, they retain their position on the list for the next scheduling period. A Faculty Member may, if qualified, be on more than one (1) rotation department list at their home college. The Federation and the District agree to address exceptions not equitably dealt with by the above language on a case-by-case basis.

When all full-time Faculty Members on the list who want an extra assignment have made a selection, a second round begins for any additional assignments up to the maximum overload. When all full-time Faculty Members have completed the selection procedure, the scheduling session shall be declared closed. Remaining classes may then be assigned to part-time Faculty. If additional sections become available, the scheduling session will be reopened. The IUA/DC or Dean will notify all full-time faculty who are eligible to take additional overload of the section(s) available and solicit their interest, with a deadline to respond. Sections will be assigned according to the Faculty Member's place on the list unless there is insufficient time before that class begins. If the scheduling session is reopened it will be closed when these assignments are completed. When a new scheduling session begins, the list starts where the prior scheduling session ended.

If the compilation of a contract load results in more than fifteen (15) LHE, that overload will not count as a turn in this selection process, however, the overload LHE will count towards maximum overload as indicated in Article XI, Section 3(d).

The following circumstances will not be permitted between or among Faculty Members trading, exchanging, gifting, or transferring of extra assignments during any scheduling session.

Full-time Faculty Members who resign or retire are removed from the list, and new full-time Faculty Members shall be added at the end of the list. Faculty Members who obtain new FSAs upon request may be added at the end of the list. Otherwise, the list remains unchanged.

The Faculty Member shall be notified of tentative overload, summer school, or intersession assignments at least three (3) weeks before the end of the preceding semester.

(c) Administrative Response: The administrator shall not arbitrarily disregard the Faculty Member's preferences. The designated Administrator shall take into consideration the Faculty Member's preference in making scheduling assignments including any accommodation under the Americans With Disabilities Act for themselves or another Faculty Member's disability accommodation. At the request of the affected Faculty Member(s), the Administrator will put in writing the reasons for denying the preference, and forward the response to the affected Faculty Member(s) and a copy to the Federation. If the Faculty Member, after discussing the schedule with his/her Administrator, is still concerned, he/she may appeal to the appropriate Vice President.

(d) Preparations: A Faculty Member shall not be required to accept more than three (3) new teaching preparations in a single semester, nor more than five (5) in an academic year. For the purposes of this Section, a course previously taught by a Faculty Member shall be considered a new preparation if more than five (5) years have passed since it was last taught by that Faculty Member.

(e) Part-Time Faculty Rehire Rights: Part-time faculty members who have been employed for eight (8) consecutive semesters or more at one specific CCCD college (GWC, OCC, or CCC), and whose two most recent evaluations are "satisfactory" shall be given first consideration of assignment for the class or classes in their discipline currently taught by them which are available for part-time faculty members. Because of cancellation or reduction of a full-time faculty member's load, the full-time faculty member may assume the class or classes of a part-time faculty member provided those are classes for which the full-time faculty member is qualified to teach according to his/her FSA and required to meet the regular contract load obligation, excluding overload. Scheduling decisions shall be made taking into consideration the needs of the college, instructional programs, staff and students.

**Section 14. Classroom Management.** The District shall not, without reasonable and sufficient cause, preempt the authority of the Faculty Member in the classroom.

214 **Section 15. Parking.** Each Faculty Member will be provided one (1) staff parking permit in  
215 accordance with Board policy (040-13). Parking privileges will be District wide. The District shall  
216 clearly mark "STAFF" parking spaces at each college campus.  
217

218 **Section 16. International Assignments.** All Study Abroad RFP's and Contracts shall be  
219 forwarded to the Federation for review when submitted to the Board of Trustees.  
220



1 **GENERAL PERSONNEL POLICIES**  
2 (Employment Principles)

050-1-1  
Approved 11/16/83  
Revised 07/15/87  
Revised XX/XX/XX

9 **EMPLOYEE RECRUITMENT & SELECTION POLICY**

11 The goal of the Coast Community College District ("District") ~~will seek to~~ **is to recruit, select and**  
12 employ only persons who are highly qualified. ~~for the jobs and positions the District's~~  
13 ~~administrative, instructional, support services, and plant operation staffs.~~

15 Recruitment and Sselection of employees shall will be accomplished in strict compliance with  
16 the principles embodied in California and Ffederal legislation concerning fair employment  
17 practices and civil rights, and shall be based solely on consideration of an applicant's  
18 qualifications for the intended assignments without prejudice toward the a applicant's race,  
19 color, sex, gender identity, creed, religion, age, national origin, ancestry, sexual orientation,  
20 marital status, physical or mental disability, or status as a Vietnam era and/or veteran status.  
21 When feasible, reasonable accommodations will be made ~~to~~ for an applicant's employee's  
22 disability and/or religious practices ~~or handicap~~

24 In establishing hiring criteria for faculty and administrators, the district governing board shall  
25 develop criteria that include sensitivity to and understanding of the diverse academic,  
26 socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

28 ~~Placement on the appropriate wage schedule or salary schedule shall be established for each~~  
29 ~~applicant selected, with the applicant's concurrence, before an employment recommendation is~~  
30 ~~processed for Board action. [Language revised and moved to Line 35]~~

32 Each applicant recommended for a District position which requires certification shall possess or be  
33 eligible for a currently valid and applicable credential. Such credential shall be registered with the  
34 Orange County Superintendent of Schools prior to rendering service in the District. meet the  
35 minimum qualifications and/or appropriate licensure. Placement on the appropriate wage  
36 schedule salary or wage salary schedule shall be established for each applicant selected, ~~with the~~  
37 ~~applicant's concurrence, before an employment recommendation is processed for Board of Trustees'~~  
38 ("Board") action.

40 Employment recommendations may be presented to the Board prior to applicant compliance with the  
41 requirements concerning credentials, radiographic examination, tuberculosis testing, and fingerprint  
42 records. but, as these requirements are conditions of District employment, No The employment  
43 ~~agreement will not~~ shall be completed until these requirements are satisfied. [Language revised and  
44 moved to Line 52]

46 Each staff recommendation for employee selection will ~~shall~~ be reviewed by the Chancellor, and

47 shall be presented for Board action only with the Chancellor's concurring recommendation. The  
48 recommendation to the Board Chancellor's presentation shall will include the applicant's  
49 qualifications, identification, name, the proposed the proposed assignment, and specification of the  
50 proposed rate of pay.

51  
52 Employment recommendations may be presented to the Board prior to verification of qualifications  
53 or applicant compliance with the requirements concerning ~~credentials~~ qualifications, radiographic  
54 examination, tuberculosis testing, and fingerprint records; but, as these requirements are conditions  
55 of District employment, the employment agreement ~~will not~~ shall be completed until these  
56 requirements are satisfied. ~~however, the employment agreement will not be completed~~ Board  
57 approval of employment may be contingent upon all requirements being satisfied.

58  
59 Members of the immediate family of employees may be employed by the Coast Community College  
60 District. Employment and assignment of such persons shall be in accordance with the District's  
61 Nepotism Policy. such that an employee may not serve as a judge or advocate in any situation  
62 involving a relative. Members of the "immediate family" shall mean child, mother, father, brother,  
63 sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather,  
64 grandchild of the employee or employee's spouse, the spouse, son-in-law, daughter-in-law of the  
65 employee, or any person living in the immediate household of the employee.

66  
67 The District shall establish procedures, using a participatory governance model, for the  
68 recruitment and selection of employees including, but not limited to, the following:

- 69  
70 • Procedures for hiring faculty shall be established, implemented, or modified  
71 through consultations with the Academic Senates, and after affording the Coast  
72 Federation of Educators (CFE) and Community College Association (CCA) an  
73 opportunity to participate in the decision making process.  
74  
75 • Procedures for hiring classified employees shall be established, implemented, or  
76 modified through consultations with the Classified Councils and after affording the  
77 Coast Federation of Classified Employees (CFCE) an opportunity to participate in  
78 the decision making process.  
79  
80 • Procedures for hiring confidential employees shall be established, implemented, or  
81 modified through consultations with the Association of Confidential Employees  
82 (ACE).  
83  
84 • Procedures for hiring management employees shall be established, implemented, or  
85 modified through consultations with the Coast District Management Association  
86 (CDMA).  
87

88 Students will be afforded opportunities for meaningful participation in the establishment,  
89 implementation, and modification of recruitment and selection procedures.

90  
91 Procedures will be in compliance with related policies, including:

- EEO Policy Statement 050-1-2
- Faculty Hiring Policy 060-xx
- Classified Staff Hiring Policy 070-xx
- Confidential Staff Hiring Policy 080-1
- Management Hiring Policy 090-xx
- Nepotism Policy 050-1-1.9
- Faculty Role In Governance Policy 060-1-10: Item No. 5

Legal References:

Education Code Section 70901.2, 70902(b) (7) & (d), 87100 et seq.  
Education Code Section 87360  
Title 5, Section 53000- 53002, et seq., 51023.5  
Accreditation Standard III.1.A

1 **GENERAL PERSONNEL POLICIES**  
2 (Employment Principles)

050-1-2  
Approved 11/16/83  
Revised 06/01/88  
Revised 11/28/90  
Revised 12/10/03  
Revised XX/XX/XX

10 **EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT**

11  
12 The Coast Community College District ("District") is committed to employing qualified  
13 administrators/managers, faculty, and staff members who are dedicated to student learning  
14 and success. The Board recognizes that diversity in the academic environment fosters  
15 awareness, promotes mutual understanding and respect, and provides suitable role models  
16 for all students. The Board is committed to hiring and staff development processes that  
17 support the goals of equal opportunity and diversity, and provide equal consideration for  
18 all qualified candidates.

19  
20 The District is committed to the concept and principles of providing equal opportunity in  
21 employment and education for all persons and ~~prohibiting~~ to prohibit discrimination based on  
22 race, color sex, gender identity, religion, age, national origin, ancestry, ~~handicap~~ sexual  
23 orientation, marital status, physical or mental disability, and ~~and/or~~ Vietnam-era veteran  
24 status. This commitment applies to every aspect of education and personnel policies actions and  
25 practices in employment, development, advancement, and treatment of employees, students and  
26 the general public.

27  
28 ~~The Coast Community College District strongly supports the concept of an Equal Employment~~  
29 ~~Opportunity program which provides for taking aggressive and positive steps in the recruitment~~  
30 ~~and selection of qualified under-represented minorities and females.~~

31  
32 ~~The Coast Community College District understands and accepts the extremely high priority need~~  
33 ~~of having an ethnically diverse work force to provide a quality educational experience for~~  
34 ~~students. The District will utilize every means possible to achieve the statewide target of 30%~~  
35 ~~ethnic representation in the employment of new hires.~~

36  
37 The District is committed to the principles of Equal Employment Opportunity and will  
38 implement a comprehensive program consistent with Title 5 to ensure the practice of those  
39 EEO principles. Pursuant to this commitment, an Equal Employment Opportunity Plan  
40 will be maintained to ensure the implementation of equal employment opportunity  
41 principles that conform to federal and state laws.

42  
43 The District believes that in order to effectively address and comply with federal and state EEO  
44 guidelines, the Board of Trustees, administration, faculty and ~~classified~~ staff must recognize that  
45 equal opportunity is a shared responsibility and all must be held accountable for application and  
46 enforcement of the policies within their area(s) of authority. It is through ~~our~~ combined fair  
47 equitable and cooperative efforts that the District will achieve established Equal Employment  
48 Opportunity goals and objectives.

49  
50 The District will continue to ~~make~~ **monitor** equal employment opportunity and Staff diversity  
51 efforts to ensure that the recruitment, screening, selection, hiring, and promotional processes are  
52 in accordance with the EEO policies and principles. ~~of equal opportunity. In addition to~~  
53 ~~employment, this plan shall also address the treatment of students on campuses in accordance~~  
54 ~~with District wide Equal Employment Opportunity efforts.~~  
55  
56  
57

58 Legal References:  
59

60 42 U.S.C. §§ 2000d et seq. (Title VI);  
61 42 U.S.C. §§ 2000e et seq. (Title VII);  
62 20 U.S.C. §§ 1681 et seq. (Title IX); of the United States Civil Rights Act  
63 Executive Order 11246, as amended by Executive Order ~~11375~~ 11235  
64 Education Code Sections 87100-87105 ~~7~~ of the California Education Code  
65 Title 5, Sections 53000-~~53052~~ 53006, 53020-53026  
66

1 **GENERAL PERSONNEL POLICIES**

2 (Employment Principles)

050-1-3

Approved xx/xx/xxxx

3  
4  
5  
6 **EQUAL EMPLOYMENT OPPORTUNITY (EEO) PLAN**  
7 **POLICY STATEMENT**  
8

9 The Coast Community College District ("District") is committed to the implementation of  
10 an EEO Plan developed according to Title 5 and adopted by the Board of Trustees  
11 ("Board"). The intent is to overcome all forms of institutional and/or personal exclusion or  
12 discrimination within the District. Each employee is accountable for strict application and  
13 enforcement of the EEO Plan within his or her area(s) of authority. It is only through  
14 combined efforts that the District will successfully develop and maintain a workforce that  
15 is welcoming to all.  
16

17 The Board supports the intent set forth by the California Legislature to assure continuing  
18 good faith efforts are made to build a community of equal opportunity. The goal is to  
19 foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of  
20 backgrounds. Diversity in the academic environment fosters awareness, engagement,  
21 mutual understanding, respect, increased student success, and better enables students to  
22 flourish as citizens of the world. Therefore, the Board commits to promoting the total  
23 realization of equal employment through a continuing equal employment opportunity  
24 program as outlined in its EEO Plan.  
25

26 An advisory committee will be established pursuant to Section 53005 of Title 5 of the  
27 California Code of Regulations.  
28

29  
30 **Legal References**

31  
32 Title 5, Sections 53000-53052-53003  
33 Title 5, Section 53005  
34  
35

1 **CERTIFICATED EMPLOYEES PERSONNEL POLICIES**

2 (Employment Principles)

060-

Approved xx/xx/xxxx

5 **FACULTY HIRING POLICY**

7 **The goal of the Coast Community College District is to recruit, select and employ qualified,**  
8 **diverse faculty dedicated to providing students with educational opportunities and**  
9 **intellectual insights necessary to optimize their potential and achieve individual goals. This**  
10 **is achieved through consistent hiring processes that have integrity, are honest and**  
11 **cooperative, and that support diversity and the principles of equal opportunity**  
12 **employment. Hiring processes are compliant with Board Policy 050-1-1.**

14 **The Coast Community College District ensures academic quality through the adherence to**  
15 **established District procedures for hiring faculty, who are:**

- 17 • **experts in their field;**
- 19 • **skilled at teaching and creating an enriched learning environment;**
- 21 • **responsive to the varied learning needs and abilities of our students;**
- 23 • **engaged in the life of the college;**
- 25 • **committed to professional development;**
- 27 • **representative of the diverse communities we serve;**
- 29 • **sensitive to the needs of, and committed to the success of, the students, faculty, staff**  
30 **and community.**

32 **The Board of Trustees, represented by the administration, has the principal legal and**  
33 **public responsibility for ensuring an effective hiring process. Hiring criteria, policies, and**  
34 **procedures for new faculty members shall be developed and agreed upon jointly by**  
35 **representatives of the governing board and the academic senate and approved by the**  
36 **governing board.**

38 **Hiring quality faculty is accomplished through the development of fair and consistent**  
39 **screening criteria by committees, with diverse representation, that forward**  
40 **recommendations to the President or appropriate administrator. Recommendations for**  
41 **employment will be made through the Chancellor to the Board of Trustees. Coast**  
42 **Community College District hiring committee members will participate cooperatively and**  
43 **effectively in all appropriate phases of the hiring process.**

45 **The Coast Community College District prohibits discrimination based on race, color, sex,**  
46 **gender identity, religion, age, national origin, ancestry, sexual orientation, marital status,**  
47 **physical or mental disability, and/or veteran status.**

48

49 Legal References:

50

51 42 U.S.C. §§ 2000d et seq. (Title VI)

52 42 U.S.C. §§ 2000e et seq. (Title VII)

53 20 U.S.C. §§ 1681 et seq. (Title IX)

54 Executive Order 11246, as amended by Executive Order 11235

55 Education Code Sections 87100-87105, 87360

56 AB 1725

57 Title 5, Sections 53000-53006 and 53020-53026

1 **CLASSIFIED EMPLOYEES PERSONNEL POLICIES**

2 (Employment Principles)

070-

Approved xx/xx/xxxx

4 **CLASSIFIED STAFF HIRING POLICY**

6 **The goal of the Coast Community College District is to recruit, select and employ**  
7 **qualified, diverse classified staff dedicated to providing exemplary support necessary to**  
8 **maximize the success of the educational community in its service to students. This is**  
9 **achieved through consistent hiring processes that have integrity, are honest and**  
10 **cooperative, and support diversity and the principles of equal opportunity employment.**  
11 **Hiring processes are compliant with Board Policy 050-1-1.**

13 **The Board of Trustees, administration, faculty and staff recognize the importance of an**  
14 **effective hiring process that reflects mutual professional responsibility and interest in**  
15 **achieving the common goal of hiring quality classified staff who:**

- 17 • **understand their roles and responsibilities in advancing the mission of the colleges**  
18 **and the District;**
- 20 • **engage in the life of the college/District;**
- 22 • **commit to professional development;**
- 24 • **represent the diverse communities we serve;**
- 26 • **are sensitive to the needs of, and committed to the success of, the students, faculty,**  
27 **staff, and community.**

30 **Hiring quality classified staff is accomplished through the development of fair and**  
31 **consistent screening criteria by committees, with broad and diverse representation, that**  
32 **forward recommendations to the President or appropriate administrator.**  
33 **Recommendations for employment will be made through the Chancellor to the Board of**  
34 **Trustees. Coast Community College District hiring committee members will participate**  
35 **cooperatively and effectively in all appropriate phases of the hiring process.**

37 **The Coast Community College District prohibits discrimination based on race, color, sex,**  
38 **gender identity, religion, age, national origin, ancestry, sexual orientation, marital status,**  
39 **physical or mental disability, and/or veteran status.**

42 Legal References

44 **42 U.S.C. §§ 2000d et seq. (Title VI)**

45 **42 U.S.C. §§ 2000e et seq. (Title VII)**

46 20 U.S.C. §§ 1681 et seq. (Title IX)  
47 Executive Order 11246, as amended by Executive Order 11235  
48 Education Code Sections 87100-87105  
49 Title 5, Sections 53000 - 53006, 53020-53026

1 **CONFIDENTIAL EMPLOYEES PERSONNEL POLICIES**  
2 (Employee Status)

080-1-2.1  
Approved 10/19/88  
Revised 09/12/96  
Revised 07/18/2007  
Revised xx/xx/xxxx

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9  
10 **CONFIDENTIAL STAFF HIRING POLICY**  
11 **HIRING POLICY FOR CONFIDENTIAL STAFF**

12 ~~The Coast Community College District Board of Trustees recognizes and values the~~  
13 ~~contributions of Confidential employees and supports a positive and harmonious work~~  
14 ~~and learning environment. The Board of Trustees assures all Confidential employees and~~  
15 ~~applicants equal opportunity for employment and promotion, regardless of race, color,~~  
16 ~~sex, religion, national origin, age, disability, marital status or sexual orientation.~~  
17

18 ~~Reference General Personnel Policies under Section 050.~~  
19

20 The goal of the Coast Community College District is to recruit, select and employ  
21 qualified, diverse confidential staff dedicated to providing exemplary support  
22 necessary to maximize the success of the educational community in its service to  
23 students. This is achieved through consistent hiring processes that have integrity,  
24 are honest and cooperative, and support diversity and the principles of equal  
25 opportunity employment. Hiring processes are compliant with Board Policy 050-1-  
26 1.  
27

28 The Board of Trustees, administration, faculty and staff recognize the importance of  
29 an effective hiring process that reflects mutual professional responsibility and  
30 interest in achieving the common goal of hiring quality confidential staff who:  
31

- 32 • understand their roles and responsibilities in advancing the mission of the  
33 colleges and the District;
- 34
- 35 • engage in the life of the college/District;  
36
- 37 • commit to professional development;  
38
- 39 • represent the diverse communities we serve;  
40
- 41 • are sensitive to the needs of, and committed to the success of, the students,  
42 faculty, staff, and community.  
43

44 Hiring quality confidential staff is accomplished through the development of fair  
45 and consistent screening criteria by committees, with broad and diverse  
46 representation, that forward recommendations to the President or appropriate  
47 administrator. Recommendations for employment will be made through the

**Chancellor to the Board of Trustees. Coast Community College District hiring committee members will participate cooperatively and effectively in all appropriate phases of the hiring process.**

**The Coast Community College District prohibits discrimination based on race, color, sex, gender identity, religion, age, national origin, ancestry, sexual orientation, marital status, physical or mental disability, and/or veteran status.**

Legal References

**42 U.S.C. §§ 2000d et seq. (Title VI)**

**42 U.S.C. §§ 2000e et seq. (Title VII)**

**20 U.S.C. §§ 1681 et seq. (Title IX)**

**Executive Order 11246, as amended by Executive Order 11235**

**Education Code Sections 87100-87105**

**Title 5, Sections 53000 - 53006, 53020-53026**

1 MANAGEMENT PERSONNEL POLICIES

2 (Employment Principles)

090-

Approved xx/xx/xxxx

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4  
5 MANAGEMENT HIRING POLICY  
6

7 The goal of the Coast Community College District ("District") is to recruit, select and  
8 employ a qualified, diverse leadership team to provide exemplary management, leadership  
9 and support necessary to maximize the success of the educational community in its service  
10 to students. This is achieved through consistent hiring processes that have integrity, are  
11 honest and cooperative and that support diversity and the principles of equal opportunity  
12 employment. This Policy is intended to comply fully with and be interpreted in a manner  
13 consistent with all applicable state and federal laws and regulations. Hiring processes are  
14 compliant with Board Policy 050-1-1.  
15

16 The Chancellor, in consultation with the college presidents and/or vice chancellors of the  
17 District, shall determine the need for permanent and interim educational administrator  
18 and classified manager hiring. Recommendations will be made to the Board of Trustees,  
19 taking into consideration local staffing recommendations developed in accordance with  
20 established planning processes, district-wide planning needs and budgetary constraints.

21 The Board of Trustees, administration and staff recognize the importance of an effective  
22 hiring process that reflects mutual professional responsibility and interest in achieving the  
23 common goal of hiring outstanding administrators who:  
24

- 25 • understand their roles and responsibilities to fulfill the mission and goals of the  
26 Colleges and the District;
- 27
- 28 • engage in the life of the college/District;  
29
- 30 • commit to professional development;  
31
- 32 • represent the diverse communities we serve;  
33
- 34 • are sensitive to the needs of, and committed to the success of the students, faculty,  
35 staff and community.  
36

37 Hiring a qualified, diverse administration/management team is accomplished through the  
38 development of fair and consistent screening criteria by committees with broad and diverse  
39 representation that forward recommendations to the President or appropriate  
40 administrator. Recommendations for employment will be made through the Chancellor to

41 the Board of Trustees. The District is committed to a cooperative and respectful hiring  
42 process.

43  
44 The Coast Community College District prohibits discrimination based on race, color, sex,  
45 gender identity, religion, age, national origin, ancestry, sexual orientation, marital status,  
46 physical or mental disability and/or veteran status.

47  
48  
49  
50  
51 **Legal References**  
52

53 42 U.S.C. §§ 2000d et seq. (Title VI)

54 42 U.S.C. §§ 2000e et seq. (Title VII)

55 20 U.S.C. §§ 1681 et seq. (Title IX)

56 Executive Order 11246, as amended by Executive Order 11235

57 Education Code Sections 87100-87105

58 Title 5, Sections 53000 - 53006, 53020-53026  
59  
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61