

**Special Meeting  
Board of Trustees  
Coast Community College District**

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**Date: Wednesday, April 21, 2010**

**Location: Coast Community College District  
Board Room  
1370 Adams Avenue  
Costa Mesa, California 92626**

**Time: 3:00 p.m.**

***REVISED AGENDA ITEMS***

- 1. Call to Order**
- 2. Roll Call**
- 3. Opportunity for Public Comment**

*Members of the public have the opportunity to address the Board of Trustees on any item contained in this notice, before or during consideration of the item. Persons wishing to make comments are allowed 5-minutes. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees prior to speaking.*

- 4. Convene to Closed Session**

The following items will be discussed in Closed Session:

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

*Rodriguez vs. Coast Community College District et al., DFEH Case No. E200910K0841  
Rodriguez vs. Coast Community College District et al., EEOC Case No. 37AB014161*

- 5. Reconvene Open Session**

6. **Report of Action from Closed Session (if any)**
7. **Pledge of Allegiance – Trustee Lorraine Prinsky, Board Vice President**
8. **Opportunity for Public Comment**
9. **Public Hearing Concerning the Modified Initial Proposal from the Coast Community College District to Negotiate the Agreement between the Coast Community College District and the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794.**

It is recommended by the Chancellor and the Vice Chancellor for Human Resources that the Board of Trustees, in compliance with the applicable Public Employee Relations Board (PERB) legal procedures, provide for an opportunity for public comment on the modified Initial Proposal of the Coast Community College District in connection with its negotiations with the Coast Federation of Classified Employees/American Federation of Teachers-Local 4794 (CFCE/AFT). Pursuant to Section 3547 of the Government Code, and in compliance with the current collective bargaining agreement between the parties, the Coast Community College District hereby opens Article 19 as listed below.

When the Initial Proposal was presented, it was stated that, “the District reserves its rights to modify its initial proposal by opening additional articles and/or sections, as deemed necessary and appropriate.” As a result of the current fiscal crisis and the need to address the current and projected budget deficits, the following is being added to the District’s original “sunshined” Initial Proposal:

**ARTICLE 19. SALARIES**

19.2 Longevity Pay  
19.4 Salary Schedule Formula  
Step and Column  
Guaranteed “Me Too” clause  
Furlough Days

10. **Adopt Modified Initial Proposal from the Coast Community College District to Negotiate the Agreement between the Coast Community College District and the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794**

Following the public hearing, it is recommended by the Chancellor and the Vice Chancellor of Human Resources, and upon review by the District's General Counsel, that the Board of Trustees adopt the Modified Initial Proposal from the Coast Community College District to Negotiate the Agreement between the Coast Community College District and the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794.

**11. Approve an Amendment to the Agreement for Contract Services between Jones International, Inc. and the Coast Community College District to Extend Usage Rights for Media Waves: An Introduction to Mass Communication**

**1. Background:** The Coast Community College District entered into an Agreement with Jones International, Inc. whereby Jones granted the exclusive right and license to CCCD to duplicate, promote, sell, license, rent and otherwise distribute throughout North America the telecourse Media Waves: An Introduction to Mass Communication (Board Approved: 02/07/01). An Addendum to the Agreement whereby Jones granted Coastline Community College's Military Contract Education Departments usage rights to Media Waves exchange for a fee of \$10 per student, for two years ending 2/6/10, was approved by the Board 2/21/07. Both parties wish to extend the term for an additional two years ending February 6, 2012.

**2. Goal/Purpose:**

To amend the Original Agreement to extend the term of usage for Coastline's Military/Contract Education Department for an additional two year period ending February 12, 2012.

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to the Agreement between Jones International, Inc. and the Coast Community College District to extend usage rights to Media Waves: An Introduction to Mass Communication for an additional two years. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Media Waves Attachment #1)

**5. Fiscal Review and Impact:** Military/Contract Education Departments to pay \$10 per student fee directly to Jones International, Inc. Projected revenue unknown, dependent upon course usage and student enrollment.

**12. Board of Trustees Study Session on the Fiscal Year 2010-11 Budget**

At this time, Trustees shall have the opportunity to participate in a Study Session on the Fiscal Year 2010-11 Budget.

**13. Adjournment**

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

### **FIRST AMENDMENT**

THIS FIRST AMENDMENT ("First Amendment") is made effective as of February 5, 2010 (the "Amendment Date"), by and between Jones International, Ltd. ("Jones") and Coast Community College District ("CCCD"). Jones and CCCD are sometimes referred to herein individually as a "party" and collectively as the "parties."

WHEREAS, the parties entered into an Agreement dated as of February 7, 2001 concerning the telecourse "**MediaWaves: An Introduction to Mass Communication**," as amended by letter agreement dated December 22, 2005 and further amended by that certain Addendum dated February 21, 2007 (collectively, the "Original Agreement"); and

WHEREAS, the parties now desire to amend the Original Agreement to extend the term for an additional period of time.

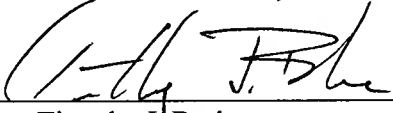
NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Original Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Original Agreement.* The term of the Original Agreement is extended for an additional two (2) year period ending February 6, 2012.

2. *Effectiveness.* Capitalized terms used but not defined in this First Amendment shall have the meanings ascribed to them in the Original Agreement. Except as specifically amended hereby, the terms and provisions of the Original Agreement shall continue in full force and effect in accordance with the provisions thereof as in existence on the Amendment Date. If any provision of this First Amendment directly conflicts with any provision of the Original Agreement, the provisions of this First Amendment shall control. This First Amendment expresses the entire understanding of the parties and supersedes all prior and contemporaneous agreements and undertakings of the parties with respect to the subject matter of this First Amendment. Signatures on this First Amendment may be communicated by facsimile transmission and such transmission shall be deemed an original. If executed in counterparts, this First Amendment will be as effective as if executed simultaneously.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the Amendment Date.

**JONES INTERNATIONAL, LTD.**

By:   
Timothy J. Burke  
Group Vice President

**COAST COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_