AGENDA

Coast Community College District Regular Meeting of the Board of Trustees Date: Wednesday, May 5, 2010 6:30 p.m. Regular Meeting – Closed Session to Follow Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626

The Closed Session normally scheduled for 5:00 p.m. will be held at the end of the 6:30 p.m. public meeting. For a listing of the Closed Session items, please see the last item on this Agenda.

- 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 Pledge of Allegiance – Trustee Mary L. Hornbuckle

1.05 Public Comment (Open Session -- Items on Agenda)

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1.06 Presentations, Ceremonial Resolutions and Public Hearings

- 1.06.01 Resolutions to Honor and Accept Retirements
- 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 & 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 Opportunity for Board of Trustees' Review of Occupational and Vocational Certificate Programs (all three colleges)
- 2.02.05 Review of Policy 010-2-14, Student Representative
- 2.02.06 Early Notification Departure Stimulus Program (ENDS) Update
- 2.02.07 Opportunity for the Board of Trustees to Discuss Updates to the Newport Beach Learning Center, Coastline Community College
- 2.02.08 Opportunity for the Board of Trustees to Discuss Updates to the Boys and Girls Club, Golden West College
- 2.02.09 Opportunity for the Board of Trustees to Review and Discuss the Position Profile, Vice Chancellor of Educational Services and Technology
- 2.02.10 Opportunity for the Board of Trustees to Review and Discuss the Position Profile, Vice Chancellor of Finance and Administrative Services

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
3.00	Consent Calendar
3.01	Curriculum Approval
3.01.01	Approval of Course Revisions/Retirements/Suspensions/Reinstatements
3.01.02	Approval of New Programs/Options
3.01.03	Approval of Program/Option/Revisions/Retirements/Suspensions/Reinstatements
3.01.04	Approval of Majors
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

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- 3.03.09.01 Approve District Standard Scope of Work #2010-12 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.
- 3.03.09.02 Approve District Standard Scope of Work #2010-13 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.
- 3.03.09.03 Approve District Standard Scope of Work #2010-14 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.
- 3.03.10 Approval of Standard Agreements Golden West College Approve Standard Agreement with DMA Greencare Contracting, Inc. for Landscape Construction Services
- 3.03.11 Approval of Standard Agreements Orange Coast College Approve a Standard Agreement for contracted educational services between the United States Marine Corps, 1st Marine Division and the Coast Community College District for the purpose of offering instruction in Residential Electrical
- 3.03.12 Approval of Standard Agreements District None
- 3.03.13 Authorization for Purchase of Institutional Memberships Coastline Community College None
- 3.03.14 Authorization for Purchase of Institutional Memberships Golden West College
- 3.03.15 Authorization for Institutional Memberships Orange Coast College
- 3.03.16 Authorization for Purchase of Institutional Memberships District
- 3.03.17 Authorization for Off-Campus Assignments Coastline Community College
- 3.03.18 Authorization for Community Activities Orange Coast College
- 3.03.19 Authorization for Community Activities Golden West College
- 3.03.20 Authorization for Sailing Program Orange Coast College
- 3.03.21 Authorization for Community Activities Coastline Community 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 Changes in Salary Schedules

3.04.04	Authorization for Schedule Changes, Classified Staff
3.04.05	Authorization for Professional Experts
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 None
3.05.04	Authorization for Independent Contractors – District
3.05.05	Authorization for Professional Development Program
3.05.06	Authorization for Staff Development – Coastline Community College None
3.05.07	Authorization for Staff Development – Golden West College
3.05.08	Authorization for Staff Development – Orange Coast College None
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
3.06.06 3.06.07	Authorization for Special Payments – Orange Coast College Authorization for Special Payments – District None
	Authorization for Special Payments - District

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- 3.06.08.02 SB70/SB1133 Career Technical Education (CTE) Community Collaborative Grant
- 3.06.08.03 SB70/SB1133 Career Technical Education (CTE) Workforce Innovation Partnership Grant
- 4.00 Action Items
- 4.01 Approval of Agreements Coastline Community College
- 4.01.01 Approve Lease Agreement between Class Leasing, Inc., and the Coast Community College District
- 4.01.02 Approve Memorandum of Understanding (MOU) between Butte-Glenn Community College District and the Coast Community College District
- 4.01.03 Approve Agreement between Kendall Hunt Publishing Company and the Coast Community College District to Design and Produce an Online Public Speaking Course and Textbooks
- 4.01.04 Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Second Edition of the Student Guide for Anthropology: The Four Fields
- 4.01.05 Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Second Edition of the Student Guide for Cultural Anthropology: Our Diverse World
- 4.01.06 Authorization to Distribute a Request Proposal (RFP) for Student Health Services for Coastline Community College Students
- 4.01.07 Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Sixth Edition of the Telecourse Student Guide for Cycles of Life: Exploring Biology
- 4.02 Approval of Agreements Golden West College None
- 4.03 Approval of Agreements Orange Coast College
- 4.03.01 Approve Agreement between California Corporate College and the Coast Community College District for the purpose of partnering with California Corporate College to provide a single point of contact to access training and workforce preparation services throughout California
- 4.03.02 Approve Agreement between the Marine Spill Response Corporation (MSRC) and the Coast Community College District to provide surplus suits for use in OCC's Professional Mariner Program
- 4.03.03 Approve Agreement between Sunrise Aviation, Inc. and the Coast Community College District to provide service and maintenance to Piper PA-28-150, FAA Registry #N43241

- 4.03.04 Approve Agreement between the San Diego State University Research Foundation and the Coast Community College District to provide an online alcohol education program (eCHECKUP TO GO) for the students of Orange Coast College
- 4.04 Approval of Agreements District
- 4.04.01 Approve Agreement between Elavon, Inc. and the Coast Community College District for Payment Processing Services
- 4.05 Buildings and Grounds Approvals
- 4.05.01 Authorization to Purchase Classroom and Office Furniture for Golden West College New Learning Resource Center, using the General Services Administration (GSA), Department of General Services, California Multiple Award Schedule (CMAS), and the US Communities Contracts
- 4.05.02 Authorization to Purchase Information Technology Equipment and Material from Pacific Blue Micro for New Construction Learning Resource Center at Golden West College
- 4.05.03 Authorization to Purchase Information Technology Equipment and Material from Pacific Blue Micro for New Construction ABC Building at Orange Coast College
- 4.05.04 Authorization to Purchase Audiovisual Equipment and Material from Spinitar for New Construction Learning Resource Center at Golden West College
- 4.06 General Items of Business Coastline Community College
- 4.06.01 Authorization to Approve Revised Mission Statement for Coastline Community College
- 4.07 General Items of Business Golden West College
- 4.07.01 Authorization to Conduct a Short-Term Study Abroad Program in History in London, England, June 25-July 25, 2011
- 4.08 General Items of Business Orange Coast College None
- 4.09 General Items of Business District
- 4.09.01 Appointment of Student Trustee for Fiscal Year 2010-11
- 4.09.02 Approve Addendum to the Licenses and Service Agreement Software Schedules between Blackboard, Inc., a Delaware Corporation, and Coast Community College District
- 4.09.03 Consideration of Nomination to the Association of Community College Trustees (ACCT) Public Policy Committee, Pacific Region
- 4.09.04 Approve Agreements between Total Compensation Systems, Inc., The Epier Company and the Coast Community College District to Provide Government Accounting Standards Board (GASB) 45 Actuarial Valuation Services

4.10 Resolutions

Coast Community College District Board of Trustees' Resolution #010-09, Resolution Proclaiming May 17-21, 2010 as "Classified Employees Appreciation Week"

Coast Community College District Resolution #010-08, Adoption of January through March 2010 Budget Transfers

Coast Community College District Resolution #010-07 Adoption of Resolution to Increase Income and Expenditure Budget for 2009-10

- 4.11 Approval of Minutes Regular Meeting of April 7, 2010 Regular Meeting of April 21, 2010 Special Meeting / Study Session of April 21, 2010
- 4.12 Opportunity for Public Comment

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

- 4.13.01 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 a. Security Coordinator
 - 7. Classified Staff
 - Reclassification and Reorganization/Reassignment

 Evening Information Coordinator
 Telecourse Marketing Coordinator
 - 9. Classified Temporary Assignments
 - 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

4.13.02 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. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX) Magana vs. Coast Community College District et al., Orange County Superior Court Case No. 30-2010-00346951 Lopez vs. Golden West College, Office for Civil Rights Case No. 09-10-2094 Coast Community College Association vs. Coast Community College District, PERB Case #LA-CE-54-36-E George Behr v. Coast Community College District, Orange County Superior Court Case Number 30-2010-003497-SC-SC-HNB Rodriguez vs. Coast Community College District, et al., DFEH Case No. E200910K0841 Rodriguez vs. Coast Community College District, et al., EEOC Case No. 37AB014161

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

Significant exposure to litigation: Claim filed by Michael Greeley

- 4.13.04 Public Employee Discipline/Dismissal/Release (Pursuant to Government Code Section 54957)
- 4.13.05 Public Employee Performance Evaluation (Pursuant to Government Code Section 54957)

Position: Chancellor

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

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

Employee Organizations:

Coast Federation of Classified Employees (CFCE), Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA), Coast Federation of Educators/American Federation of Teachers (CFE/AFT), Unrepresented Employees: Association of Confidential Employees (ACE), Unrepresented Employees: Coast District Management Association (CDMA), Educational Administrators

4.13.07 Reconvene Regular Meeting

4.13.08 Report of Action from Closed Session (if any)

4.13.09 Adjournment

Acencellen **1.00 Preliminary Matters** Meeting: 05/05/2010 Regular Meeting Category: 1. Procedural Matters Agenda Type: Information

Public Access: Yes

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1.00 Preliminary Matters

(The Closed Session normally scheduled for 5:00 p.m. will be held at the end of the 6:30 p.m. public meeting. For a listing of the Closed Sesesion items, please see the last item on this Agenda)

- 1.01 Call to Order
- 1.02 Roll Call

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1.06 Presentations, Ceremonial Resolutions and Public Hearings

1.06.01 Resolutions to Honor and Accept Retirements

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

Faculty

Hyde, William, GWC, Instructor of Philosophy, retirement effective 05/31/10

Whereas, William Hyde, Instructor of Philosophy, is retiring from Golden West College effective the thirty-first day of May 2010; and

Whereas, William Hyde began his employment at Golden West College in 1984, prior to which time he was a "freeway flyer" for nine years and, contrary to his temperament, sold real estate for four years; and

Whereas, in addition to teaching, William Hyde has been Chair of Social Sciences for eight years, and also served on the Academic Senate, Institute for Professional Development, Council for Curriculum and Instruction, and Planning and Budget Committees; and

Whereas, William Hyde has also published several professional papers and delivered papers at meetings of the American Philosophical Association and at the Philosophy Symposia at Cal State Fullerton; and

Whereas, William Hyde's main avocation is music and he has given several formal plano recitals; and

Whereas, one of William Hyde's retirement vows is to catch up on all his unread New Yorker magazines; and

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

Be it Further Resolved that the Board of Trustees hereby accepts the retirement of William Hyde on this day, the fifth of May in the year 2010.

Mucciaro, Paula, GWC, Instructor of Sign Language, retirement effective 06/01/10

Whereas, Paula Mucciaro, Instructor of Sign Language, is retiring from Golden West College effective the first day of June 2010; and

Whereas, Paula Mucciaro began her career at Golden West College in 1970 as an hourly interpreter for the Hearing Impaired Program, later to become the Disabled Students Program and Services (DSP&S); and

Whereas, in 1985 Paula Mucciaro began working as Assistant to the Director of DSP&S, obtaining several grants to establish a computer learning center for deaf and hard of hearing students; and

Whereas, during this time, Paula Mucciaro also worked as an adjunct instructor teaching Sign Language and Interpreting, and in 1999 she was hired to teach Sign Language and Interpreting as a full-time faculty member; and

Whereas, Paula Mucciaro is a competent, caring and talented faculty member who has provided outstanding service to students and our college community over the past forty years and will be greatly missed; and

Whereas, in her retirement Paula Mucciaro plans to start checking off items on her "bucket list."

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Paula Mucciaro on this day, the fifth day of May in the year 2010.

Counselor

Dills, Ruth, CCC, Counselor, retirement effective 07/01/10.

Whereas, Ruth Dills, Counselor, is retiring from Coastline Community College effective the first day of July day of 2010; and

Whereas, Ruth Dills began her dedicated, long-term relationship with the Extended Opportunity Program and Services (EOPS) in 1976 at Orange Coast College; and

Whereas, In 1987 Ruth Dills was assigned to the Coastline Community College where she has served as counselor, Director of Financial Aid and EOPS, and as the EOPS Coordinator/Counselor since 1988; and

Whereas, Ruth Dills enrolled in classes at Golden West College and Orange Coast College, completed an AA degree, earned a Bachelor of Arts degree in Family and Consumer Science at Cal State Long Beach, and a Masters in Public Administration, and went on to complete extensive postgraduate coursework in counseling; and

Whereas, Ruth Dills has received many awards, including the John Vasconcellos Advocate of the Year (FACCC), the Stanback-Stroud Diversity Award in 2005 and the EOPS Associated Hall of Fame honor in 2006; and

Whereas, Ruth Dills' future plans include travel, time with grandchildren, and volunteer work with those

affected by domestic violence and possibly also political volunteering; and

Whereas, Coastline College students, faculty and staff are richer for the vibrant, energetic, effective efforts of Ruth Dills, and wish her every success in this next chapter of her life.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Ruth Dills for her years of service to Coastline Community College and the Coast Community College District and offers her sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved that the Board of Trustees hereby accepts the retirement of Ruth Dills on this day, the fifth of May in the year 2010.

Classified Manager

Covne, Martha, DIST, Manager Employee Benefits, retirement effective 06/30/10

Whereas, Martha Coyne, Manager Employee Benefits, is retiring from the Community College District effective the thirtieth day of June 2010; and

Whereas, Martha Coyne began her career in 1989 and has consistently demonstrated excellence, commitment and dedication to the welfare of others; and

Whereas, Martha Coyne has played a key role on the Wellness Committee and has been instrumental in coordinating flu shot clinics, health screenings, and brown bag lunch seminars, and she has coordinated the work of the District's Benefits Advisory Committee to examine costs and explore cost effective ways to enhance benefits for all employees; and

Whereas, Martha Coyne recalls that her career has allowed her to share the lives of employees by providing benefits orientations to new employees, adding spouses and new babies, advising colleagues as they prepare to retire, and supporting families when they have lost a loved one; and

Whereas, in retirement, Martha Coyne plans to go to the beach, travel with her husband, relax and return to neglected projects; and

Whereas, Martha Coyne has worked tirelessly to ensure that employees who turn to her for help are given appropriate care and service, and she is wished the best in retirement and will be truly missed.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Martha Coyne for her years of service to 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 Coyne on this day, the fifth day of May in the year 2010.

Revisions to Previous Board Action

Heck, Janet, CCC, Instructor, Special Education, revise effective date from 03/03/10 to 03/02/10.

Lee-Warren, Susan, GWC, Instructor, Art, revise effective date from 05/31/10 to 03/03/10.

Additional Asimmetrative Content

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 2.00 General Information and Reports
 Agendalitem

 Meeting:
 05/05/2010 Regular Meeting

 Category:
 2. General Information and Reports

 Agenda Type:
 Information

 Public Access:
 Yes

 Agendalitem Contents

2.00 General Information and Reports

AdditionalAdministrativeContent

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	. General Inform		orts		· . · ·	· · ·	1. T. T.	
Agenda Type: Ir	formation							· ·
Public Access: Y	es							

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 & Review of Board Committee Meeting Dates

Accreditation Committee

Audit Committee Budget Committee Career Technical Education Committee Coastline Community College Presidential Search Committee Land Development Committee Personnel Committee Vice Chancellor of Administrative Services Search Committee Vice Chancellor of Educational Services Search Committee Vice Chancellor of Human Resources Search Committee Orange County Legislative Task Force

Upcoming Meetings:

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Personnel	May 24, 2010	Board Conference Room	
Land Development	May 25, 2010	Board Conference Room	9:00 a.m.
Budget Committee	May 25, 2010	Board Conference Room	3:30 p.m.
Career Technical Education Committee	May 27, 2010	Board Conference Room	1:00 p.m.

Additional Administrative Content

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 2.02 Matters for Review, Discussion and/or Action

 Meeting:
 05/05/2010 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

May 19, 2010	Regular Meeting
May 26, 2010	Regular Meeting/Budget Study Session
June 16, 2010	Regular Meeting
June 23, 2010	Regular 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 13, 2010	Regular Meeting/Study Session (Re-Scheduled due to ACCT
Meeting)	
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)

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.



2.02.04 Opportunity for Board of Trustees' Review of Occupational and Vocational Certificate Programs (all three colleges)

Under current law, the governing board of a community college district must conduct a job and labor market study prior to developing a vocational or occupational training program. Additionally, in accordance with Education Code, Chapter 1, Article 1.- Section 78016, local districts are required to review each vocational or occupational program every two years to ensure that the program:

- 1. Meets a documented labor market demand,
- 2. Is not duplicative of other regional training, and
- 3. Is effective.

This section was added to the Education Code by statute in 1979 and amended in 1998. The District has opted to meet this mandate in two phases with one-half of those TOP Code programs submitted to review each year. For the 2009-2010 fiscal year, the colleges were asked to assess and review the 75 Certificate of Achievement programs (including options) with Taxonomy of Programs (TOP) Code of 0100 through 0899. Programs with TOP Codes 0900 through 4900 were completed in 2008-2009 and will be readdressed in 2010-2011. In total, 31 Biennial Review Forms were completed (multiple certificates under similar TOP Codes have been combined into a single form) and are submitted to your Board for review, as required.

Those programs attached cover the following discipline categories:

<u>Titles</u>	TOP Codes
Agriculture and Natural Resources	0100
Architecture and Environmental Design	0200
Environmental Sciences and Technologies	0300
Business and Management	0500
Media and Communication	0600
Information Technology	0700
Education	0800

Of the 75 certificate programs including options reviewed in TOP Codes 0100 through 0899, the majority of the programs are operating at a strong level. Due to this process and/or the program review/vitality efforts at the campuses a few of the programs have been either recommended for suspension, retirement and/or are being merged based on the feedback provided during the program review/vitality studies.

These documents will be maintained for public review in the Chancellor's Office (Educational Services Department), if requested. (See Attachment #19)

2.02.05 **Review of Policy 010-2-14, Student Representative**

After review by the Secretary of the Board and District General Counsel, it is recommended by the Board

Clerk

that Trustees shall have the opportunity to review Policy 010-2-14, Student Representative, Board of

Trustees.

Changes to the policy are marked in **bold** for new additions and strikethrough for deletions.

INTRODUCTION (Board of Trustees)

010-2-14 Adopted 12/14/83 Revised 02/17/99 Revised 08/16/06 Revised 02/18/09 Revised XX/XX/XXXX

STUDENT

REPRESENTATIVETRUSTEE, BOARD OF TRUSTEES

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

1. The District Student Trustee shall be enrolled in, and complete at least five units per semester, as a student of the Coast Community College District in both the Fall and Spring semesters of his/her term of office. In addition, the following requirements shall be met:

a) Hold at least a 2.0 cumulative GPA when applying for the position.

b) Maintain at least a 2.0 GPA during the term of office.

- The Student Trustee may not have been on academic probation or under disciplinary sanction from a Coast Community College District college during the academic year prior to the term of office being sought or during the term of office as Student Trustee.
- 3. The Student Trustee must be at least 18 years of age before assuming office.
- 4. Student Trustee acts as a representative voice for students in the Coast Community College District.
- 5. Student Trustee shall chair District Student Council Meetings.

DUTIES & RESPONSIBILITIES

Pursuant to California Education Code Section 72023.5(a), the Student Trustee of the Coast Community College District attends all Regular and Special meetings of the Board of Trustees. The Student Trustee is a non-voting member of the Board. The Student Trustee may make motions, second motions, and participate in Trustee discussions. The Student Trustee receives all correspondence, agendas, agenda attachments, staff reports, minutes, and other materials which elected Trustees receive, except those matters which pertain to Closed Session items. The Student Trustee does not participate in Closed Sessions of the Board. The Student Trustee is appointed by the Board in May of each year to serve a one-year term, commencing on June 1st, and expiring on the following May 31st.

The Student Trustee's primary duty and responsibility is to bring a student perspective to all Board of Trustees meetings for the Coast Community College District. The Student Trustee participates in all Board meetings to express a student point of view. The Student Trustee may gather individual or group student opinions for presentation to the Board on agenda matters.

Under the direction of the Secretary of the Board of Trustees, the Student Trustee is responsible for other specified student matters including serving as the Chair of the District Student Council. The Student Trustee annually leads the recruitment and selection of his/her successor, and acts as chair of the Student Trustee Selection Committee which recommends the successor Student Trustee to the Board of Trustees. The Student Trustee plays a key role in the annual retreat of the District Student Council and the annual Student Lobby Day in Sacramento and provides leadership in such District programs as Congress to Campus, student blood drives, and other similar Board-approved District-wide initiatives. In each of these activities, the Secretary of the Board of Trustees shall have the oversight responsibility.

The Student Trustee is encouraged to attend the annual student trustee training conference sponsored by the Community College League of California. In addition to this state-wide conference, the Student Trustee may attend one additional community college conference at District expense, if approved in advance by the Board of Trustees.

The Student Trustee shall receive a mileage allowance and a monthly stipend, as established by the Board of Trustees.

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

2.02.06 Early Notification Departure Stimulus Program (ENDS)

2.02.07 Opportunity for the Board of Trustees to Discuss Updates to the Newport Beach Learning Center, Coastline Community College

2.02.08 Opportunity for the Board of Trustees to Discuss Updates to the Boys and Girls Club, Golden West College

2.02.09 Opportunity for the Board of Trustees to Review and Discuss the Position Profile, Vice Chancellor of Educational Services and Technology

At this time, Trustees shall have the opportunity to Review and Discuss the position profile for the Vice Chancellor, Educational Services and Technology position. A copy of the position profile is attached to each Trustee's Agenda. (See Attachment #18)

2.02.10 Opportunity for the Board of Trustees to Review and Discuss the Position Profile, Vice Chancellor of Finance and Administrative

Services

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At this time, Trustees shall have the opportunity to Review and Discuss the position profile for the Vice Chancellor, Finance and Administrative Services position. A copy of the position profile is attached to each Trustee's Agenda. (See Attachment #17)

Additional Administrative Content is a second se

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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: The installation of drywall is ongoing in the building interior. Framing of the four exterior elevator towers (adjacent to the inter-building bridge structure) has begun and it is expected to take 15 days per tower to construct. In addition, lath is being installed on the building exterior in preparation for stucco siding.

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 plans for remodel of the existing Student Center were approved by DSA and are currently out for bid. We have seen a tremendous amount of contractor interest in this job with 186 contractors attending the mandatory walkthrough. Bids will be opened on the morning of May 6^{th} with a recommendation for contractor approval being made on the May 19^{th} Board agenda.

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: While utilities and drywall work continue on the building interior, installation of the glazing (i.e. glass storefront, windows/doors) began on 4/28. In addition, interior design planning is being finalized and the approval of audio/visual, technology, and furniture orders are on this agenda for action. These items are "long lead" items and must be ordered now in order to ensure their availability for a July-August project completion.

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 demolition of the existing structures has been restructured from the originally planned two phases to a single phase project. This will not impact the overall project schedule and is estimated to save \$100,000 in demolition costs. Demolition bid results will be presented on the August 18th Board agenda with work scheduled to begin in the first week of September.

Additional/Administrative Content-

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3.00 Consent Calendar

3.00 Consent Calend

Meeting: 05/05/2010 Regular Meeting Category: 3. Consent Calendar Agenda Type: Information Public Access: Yes

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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

AdditionalAdministrative@ontent

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3.01 Curriculum Approval

3.01.01 Approval of Course Revisions/Retirements/Suspensions/Reinstatements

3.01.02 Approval of New Programs/Options

3.01.03 Approval of

Program/Option/Revisions/Retirements/Suspensions/Reinstatements



3.01.04 Approval of Majors Curriculum.pdf

Additional Administrative Content

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3.01.01 Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Course Revisions:

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

Golden West College

Effective Fall 2010

	FROM	то
<u>Communication Studies</u> Course ID: Advisory:	s G175 – Intercultural Communication COMM G175 None	COMM G255 COMM G100 or COMM G108
<u>Criminal Justice G090 -</u> Total Contact Hours: Units:	<u>- Specialized Investigator's Basic Course</u> 648 lecture/72 non-lecture 15.0	615 lecture/25 non-lecture 18.0
Dual listed:	<u>/isualization Techniques</u> Art G232	None
<u>Geography G104 – Cul</u> Course ID:	tural Geography GEOG G104	GEOG G185
<u>Health Education G135</u> Course Title:	Nutrition Nutrition	Nutrition and Health
Math G140 – Survey of Course Title:	<u>Calculus</u> Survey of Calculus	Business Calculus
Philosophy G101 – Intro Course ID:	oduction to Philosophy PHIL G101	PHIL G100
Philosophy G115 – Intro Course Title:	oduction to Logic Introduction to Logic	Logic and Critical Thinking

Course Retirements:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following course retirements be approved for retirement from the curriculum:

Golden West College

Effective Fall 2010

Art G232 – Rapid Visualization Techniques Computer Business Applications G175 – FrontPage, Intro Computer Business Applications G177 – PUBLISHER, Intro. Computer Business Applications G192 – Overview of Dreamweaver Computer Business Applications G193 – Overview of Flash Computer Business Applications G194 – Overview of HTML Computer Business Applications G197 – Software Multimedia Concepts Computer Business Applications G198 – Photo editing for print and web Math G106 – Mathematics for Elementary Teachers 2 Math G160H – Introduction to Statistics, Honors Math G180H – Calculus I, Honors Social Science 125 – History of China Social Science 180 – American & Asian Perspectives: Southeast Asian Cultures

Course Suspensions:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following course retirements be approved for suspension from the curriculum:

Golden West College

Effective Fall 2010

Math G020 - Plane Geometry

3.01.02 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:

Golden West College

Effective Fall 2010

Digital Media Certificate of Achievement

The Digital Media certificate provides formal training for individuals who seek entry into the rapidly growing field of digital media, encompassing digital video production, audio recording, and digital arts. Students utilize the latest tools to learn about digital editing on computers using industry standard software and operating systems environments. Classes are conducted in smart classrooms with the latest instructional tools. Sizable projects are undertaken in each class providing the students with an opportunity to add the projects to their portfolios and knowledge to their skill sets.

Students can apply the skills they learn through this program in digital media to careers in multimedia production, digital video production, digital audio engineering, web design and development, corporate communications and graphic arts.

Units

REQUIRED COURSES

Year 1, Fall Semester Digital Media G100 Digital Media G110	Digital Media, Introduction Digital Audio, Introduction	3.0 3.0
Year 1, Spring Semeste Digital Media G140	Media Production, Introduction	3.0
Digital Arts G150	Photoshop, Beginning	3.0
Year 2, Fall Semester		
Digital Media G111	Audio Post Production	3.0
Digital Media G160	Video Editing and Motion Graphics	3.0
Year 2, Spring Semeste	er	
Digital Arts G178	Web Design, Introduction	3.0
Digital Media G200	Applied Digital Media	<u>3.0</u>
Total Units		24.0

Energy Auditor Certificate of Achievement

The Energy Auditor Certificate of Achievement at Golden West College is designed to provide formal training for individuals who seek entry into the Energy Efficiency Assessment Service field. Students will learn to conduct energy audits, and to establish energy efficiency benchmarks for physical infrastructures to help utilize resources more efficiently and reduce cooling and energy consumption in buildings and processes. Students will also learn to provide analyses and recommendations to help efficiently upgrade and expand the power, cooling, and space to support new equipment or design a new facility.

REQUIRED COURSES

	-	Units
Year 1 Fall Semester ES G100 ES G133 Bus G155	Introduction to Environmental Studies Energy Audit I Customer Service for the 21st Century	3.0 4.0 3.0
Year 1 Spring Semester ES G170 ET G100 DRFT G105	Introduction to Renewable Energy Electrical Fundamentals: AC-DC Circuits Basic Engineering Drafting I, Computer Aided Drafting	3.0 4.0 3.0
Year 2 Fall Semester ES G190	Practicum	<u>1.5</u>
Total Units		21.5

Solar Energy Certificate of Achievement

The Solar Energy certificate at Golden West College is designed to provide formal training for individuals who seek entry into the rapidly growing fields of photovoltaic and thermal solar energy fields. Students will learn to design, install, and maintain photovoltaic and solar heating equipment and understand the relevant building codes. Students will also learn to perform site analysis for the installation of such equipment. Sizable projects are undertaken in each class providing the students with an opportunity to add the projects to their portfolios and knowledge to their skill sets.

REQUIRED COURSES

Units

Year 1 Fall Semester ES G170 ES G160 ES G162 ET G100	Renewable Energy Sources and Applications Solar I – Thermal Solar II – Photovoltaic AC/DC Electrical	3.0 4.0 4.0 4.0
Year 1 Spring Semester ** Construction G161 ** Construction G157 *** BCT C306 *** BCT C308	Solar Water and Pool Heating Installation Solar Photovoltaic Installation Electrical Inspection Plumbing Inspection	4.0 4.0 3.0 3.0

Year 2			
Fall Semester			
ES G190	Practicum (Energy Efficiency/Renewable Energy)	<u>1.5</u>	

Total units

30.5

** These courses are offered through the Construction Program at Orange Coast College. *** These courses are offered through the Building Codes Technology Program at Coastline

Orange Coast College

Effective Fall 2010

Digital Graphics Production Certificate of Achievement

This program offers training in areas such as digital photography editing, vector graphics design, digital graphic design layout, digital prepress preparation, and other digital graphics techniques. It is intended to prepare students for digital graphics production jobs in the professional digital graphics community as well as provide for the updating of skills for professionals already working in the field but who desire retraining in the ever-changing software/hardware requirements in this production field.

Required Courses

		Units
DMAD A181	Introduction to Computer Graphics	3.0
DMAD A182	Graphic Design	4.0
DMAD A183	Digital Prepress	4.0
DMAD A190	Illustration & Computer Graphics w/Adobe	
	Illustrator	4.0
DMAD A193	Photography and Graphics w/Photoshop	<u>4.0</u>
Total units		19.0

Suggested Electives:

ART A110	Color & Design 2-D	3.0
DMAD A115	Lettering/Digital Typography	4.0

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

Program/Option Revisions:

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

Golden West College

Effective Fall 2010

		stigators' Basic Course - Major
Required Course:	Delete:	PE G169, Exercise Science
Elective Courses:	Add:	CJ G115, Organized Crime and Terrorism CJ G123, Juvenile Law CJ G150, Introduction to Corrections CJ G151, Practical Aspects of Corrections CJ G152, Probation and Corrections CJ G160. Introduction to Forensic Science

CJ G161, Fingerprint Identification CJ G165, Forensic Photography CJ G220, Forensic Accounting

Units:

Decrease:

total program units from 19 to 18

3.01.04 Approval of Majors

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following program/option be approved as a new Major for inclusion in the curriculum:

Golden West College

Proposed Majors:

Effective Fall 2010

Energy Efficiency and Renewable Energy (EERE)

The Energy Efficiency and Renewable Energy (EERE) program at Golden West College is designed to provide formal training for individuals who seek entry into the Energy Efficiency Assessment Service field. Students will learn to conduct energy audits, and to establish energy efficiency benchmarks for physical infrastructures to help utilize resources more efficiently and reduce cooling and energy consumption in buildings and processes. Students will also learn to provide analyses and recommendations to help efficiently upgrade and expand the power, cooling, and space to support new equipment or design a new facility.

Required Courses:

		Units
Year 1 Fall Semester		
ES G100	Introduction to Environmental Studies	3.0
ET G100	Electrical Fundamentals: AC-DC Circuits	4.0
DRFT G105	Basic Engineering Drafting I - CAD	3.0
Year 1		
Spring Semester		
ES G133	Energy Audit I	4.0
ES G170	Introduction to Renewable Energy	3.0
Bus G155	Customer Service for the 21st Century	3.0
ES G190	Practicum	<u>1.5</u>
		<u> </u>
Total Units		21.5
Recommended Possib	No Electivos	
ES G160	Solar I-Thermal	4.0
ES G162	Solar II- Photovoltaic	. 4.0
Biology G120	Man and Disease	4.0 3.0
Chemistry G110	Introduction Chemistry	5.0
Comm Studies G108	Introduction to Communication	3.0
Ecology G100	People and their Environment	3.0
World Languages G18	-	5.0
		0.0

Agenda litem 3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF Meeting: 05/05/2010 Regular Meeting Category: 3. Consent Calendar Agenda Type: Information Public Access: Yes Agenda litem Content

3.02 Travel Authorizations - Board and Staff

1. Travel Authorization

a. Authorization for Attendance at Meetings and/or Conferences

(1) Meetings for the Board of Trustees

Walter G Howald, Board Member (CCCD), to attend the Community College League of California (CCCT) Board Meeting, June 18-19, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

(2) Meetings for Faculty and Staff

Sandra Basabe, Instructor (CCC), to attend the American Association for Women in Community Colleges Workshop: Women Hold Up Half the Sky, May 7, 2010, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from College Approved Staff Development funds.

Araba G Blankson, Mil/Cont Ed Tech Int (CCC), to attend the American Association for Women in Community Colleges Workshop: Women Hold Up Half the Sky, May 7, 2010, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from College Approved Staff Development funds.

Robin A Boyle, Mil/Cont Ed Tech Int (CCC), to attend the 2010 U.S. Coast Guard Education Service Officer Symposium, August 23-26, 2010, Norman, OK, without loss of salary, with reimbursement for allowable expenses of \$1,300, including travel by Air Coach, to be paid from Contract Ed. funds.

Marilyn G Brock, President (CCC), to attend the Navy Graduation Ceremony, May 26-28, 2010, Norfolk, VA, without loss of salary, with reimbursement for allowable expenses of \$1,220, including travel by Air Coach, rental car and insurance, to be paid from Contract Ed/Military Ancillary funds.

Jennifer L Chaiyakal, Instructor (OCC), to attend the Center on the Social & Emotional Foundations for Early Learning Faculty Seminar, May 25 - 26, 2010, Fullerton, CA, without loss of salary, with reimbursement for allowable expenses of \$285, including a registration fee of \$75, to be paid from CFE Contracted PDI Full Time Conference funds.

Ding-Jo H Currie, Chancellor (CCCD), to attend the The College Board Community College Advisory Panel Meeting, May 10-11, 2010, New York City, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Nadine I Davis, Hourly Instructor (GWC), to attend the American Holistic Nurses Association Annual Conference, June 2-7, 2010, Colorado Springs, CO, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$420, travel by Air Coach, to be paid from CCA Conference funds.

Velvet A Deatherage, Counselor (CCC), to attend the United States Coast Guard Education Fair, May 18-20, 2010, Detroit, MI, without loss of salary, with reimbursement for allowable expenses of \$1,000, including travel by Air Coach, rental car and insurance, to be paid from Milltary Contract Education funds.

Evonne R Durand, Athletic Trainer (OCC), to attend the 20th Annual Practical Application in Sports Medicine Conference, June 4 - 6, 2010, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$280, to be paid from CCA/CTA Union funds.

Patrick R Frohn, Athletic Trainer (GWC), to attend the Practical Application in Sports Medicine, June 4-6, 2010, Paim Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$255, to be paid from CCA Conference funds.

Fernando Gonzalez, Accounting/Fiscal Specialist (OCC), to attend the National Association for Career & Technical Education Annual National Conference: Perkins with a Purpose, May 10 - 13, 2010, St. Louis, MO, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$450, travel by Air Coach, to be paid from Tech Prep Auxiliary funds.

Joycelyn M Groot, Dean Mil/Cont Ed Pro (CCC), to attend the College of the American Soldier Conference, May 18-20, 2010, Fort Monroe, VA, without loss of salary, with reimbursement for allowable expenses of \$1,400, including travel by Air Coach, rental car and insurance, to be paid from Contract Education Ancillary funds.

Pedro J Gutierrez, Instructor (CCC), to attend the International Conference on Teaching and Leadership Excellence, May 29 - June 5, 2010, Austin, TX, without loss of salary, with reimbursement for allowable expenses of \$2,260, including a registration fee of \$575, travel by Air Coach, rental car and insurance, to be paid from PDI Conference & Workshops funds.

Raine L Hambly, Educ & Grant Serv Coordinator (CCCD), to attend the Women Hold Up Half the Sky Conference 2010, American Association for Women in Community Colleges, May 7, 2010, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$75, to be paid from Educational Services Grant Indirects. For networking and professional development with other community college employees and leaders.

Leslie R Hargrove, Admin Specialst Ccrc (CCC), to attend the American Association for Women in Community Colleges Workshop: Women Hold Up Half the Sky, May 7, 2010, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from College Approved Staff Development funds.

Dennis R Harkins, President (OCC), to attend the Association of California Community College Administrators Admin 101 Conference, July 25 - 29, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, to be paid from President's Ancillary Budget funds.

Catherine S Hutchison, Staff Asst Sr (OCC), to attend the Academic Senate Student Learning Outcomes and Assessment, July 7, 2010, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$265, to be paid from Accreditation Ancillary funds.

Catherine S Hutchison, Staff Asst Sr (OCC), to attend the Academic Senate Curriculum Institute, July 8, 2010, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$725, travel by Air Coach, to be paid from Accreditation Ancillary funds.

Nancy S Jones, Instructor (CCC), to attend the Governor's Career Technical Education Initiative SB70 Projects Meeting, May 7, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Vinicio J Lopez, Dean (CCC), to attend the American Association of Community Colleges' Future Leaders Institute, June 27 - July 1, 2010, Newport Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$1,900, including a registration fee of \$1800, to be paid from College Approved Staff Development funds.

Shawn A Mann, Mgr Mil Prg Outreach (CCC), to attend the Norfolk Area Coastline Graduation, May 26-28, 2010, Norfolk, VA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including travel by Air Coach, rental car and insurance, to be paid from Contract Ed. funds.

Karen L McLucas, Instruct Programs Facilitator (CCC), to attend the American Association for Women in Community Colleges Workshop: Women Hold Up Half the Sky, May 7, 2010, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from College Approved Staff Development.

David C Mehihoff, Hourly Instructor (GWC), to attend the 30th International Conference on Critical Thinking, July 16 - 22, 2010, Berkeley, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$480, travel by Air Coach, to be paid from CCA Conference Funds.

Shana Menaker, Hourly Instructor (OCC), to attend the Hatha & Yoga Practicum, May 22 - 28, 2010, Big Sur, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$700, to be paid from CCA/CTA Union Funds.

Melissa M Moser, Dir Financial Aid (OCC), to attend the California Community College Student Financial Aid Administrators Association, May 10 - 12, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Melissa M Moser, Dir Financial Aid (OCC), to attend the California Community College Student Financial Aid Administrators Association, July 26 - 27, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal Funds and Sponsoring Organization.

Melissa M Moser, Dir Financial Aid (OCC), to attend the California Community College Student Financial Aid Administrators Association, October 25 - 27, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds and sponsoring organization.

Melissa M Moser, Dir Financial Aid (OCC), to attend the California Community College Student Financial Aid Administrators Association, December 10 - 14, 2010, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds and sponsoring organization.

Melinda A Nish, Vice President (OCC), to attend the California Community Colleges Chief Instructional Officers/Accrediting Commission for Community & Junior College, May 28, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including travel by Air Coach, to be paid from Ancillary Accreditation. The reason for this revision is to revise the budget number.

Elissa Putzel, Adm/Records Tech 3 (GWC), to attend the 15th Annual Western Association of Veteran Education Specialists Conference, Las Vegas NV, July 24-30, 2010, without loss of salary, with reimbursement for allowable expenses of \$3,471 including a registration fee of \$250 and travel by personal car not to exceed equivalent airfare to be paid from Veterans Trust funds..

Vincent P Rodriguez, Dean, Distance Learning (CCC), to attend the American Association of Community Colleges' Future Leaders Institute, June 27 - July 1, 2010, Newport Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$1825, including a registration fee of \$1700, to be paid from DL/Military funds.

Malinni N Roeun, Instructor (CCC), to attend the American Association for Women in Community

Colleges Workshop: Women Hold Up Half the Sky, May 7, 2010, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from College Approved Staff Development.

Stephani A Rogers, Mil/Cont Ed Tech III (CCC), to attend the American Association for Women in Community Colleges Workshop: Women Hold Up Half the Sky, May 7, 2010, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from College Approved Staff Development.

Vida Shajie, Counselor (OCC), to attend the 58th Annual Conference of the North American Society of Adlerian Psychology, June 10 - 13, 2010, Minneapolis, MN, without loss of salary, with reimbursement for allowable expenses of \$1100, including a registration fee of \$355, travel by Air Coach, to be paid from CFE Contracted PDI Full Time Conference Funds.

Stephen Y Tamanaha, Director (OCC), to attend the 2010 Foster Youth Success Initiative Statewide Training, May 13, 2010, Riverside, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Katherine A Watson, Hourly Instructor (CCC), to attend the National Institute for Staff and Organizational Development Conference, May 30-June 1, 2010, Austin, TX, without loss of salary, with reimbursement for allowable expenses of \$2300, including a registration fee of \$575, travel by Air Coach, rental car and insurance, to be paid from PDI Conference & Workshops.

Additional Administrative Content

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	3.02.01 Authorization fo	r Student Trips	- Coastline	Commu	nity College	1
Meeting:	05/05/2010 Regular Meeting		ст. с ^и с.			
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Public Acces	s: Yes			1.1		

3.02.01 Authorization for Student Trips -Coastline Community College

Conference/Activity: Le-Jao Student Activity Club End of Year Meeting Location: Laguna Beach Dates: May 21, 2010 Department: Le-Jao Student Activity Club Cost/Funding Source: NTE \$850/SAC funds Transportation: District transportation

Conference/Activity: Soka University Location: Aliso Viejo Dates: May 11, 2010 Department: Emeritus/Art Transportation: District transportation

Conference/Activity: Irvine Museum Location: Irvine Dates: May 13, 2010 Department: Emeritus/Art Transportation: District transportation

Conference/Activity: University of San Diego Location: San Diego Dates: May 14, 2010 Department: Early College High School Transportation: District transportation

Conference/Activity: Sam and Alfreda Maloof Foundation for Arts and Crafts Location: Alta Loma Dates: May 15, 2010 Department: Emeritus/Art Transportation: District transportation

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3.02.02 Authorization for Student Trips - Golden West College 05/05/2010 Regular Meeting

Meeting: Category: 3. Consent Calendar Agenda Type: Action Public Access: Yes

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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.

Golden West College Men's and Women's Swim Team Overnight Trip 2010 Location: Mt. San Antonio College, Walnut, California Date(s): April 29 - May 1, 2010 **Department: Athletics** Cost/purpose/funding source: \$2,000 for lodging and meals from trusts/ASGWC funds.

Cosmetology Club Field Trip to Marina High School Location: Huntington Beach, California Date(s): April 20, 2010 **Department: Student Activities** Cost/purpose/funding source: No cost to the college or club.

U.S. Imagine Cup Finals/Microsoft Corporation Location: Washington, DC Date(s): April 22 - 27, 2010 Department: Career & Technical Education/Computer Science Cost/purpose/funding source: All expenses paid by Microsoft Corporation.

California Community College Student Affairs Associations (CCCSAA) Student Leadership Conference Location: Sacramento, CA Date(s): October 16-18, 2010 **Department: Student Activities** Cost/purpose/funding source: \$4,000 for registration, food, lodging and miscellaneous expenses from Associated Students funds.

(Revision is to include miscellaneous expenses. Prior Board approval: 9/30/09.)

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 3.02.03 Authorization for Student Trips - Orange Coast College

 Meeting:
 05/05/2010 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Action (Consent)

 Public Access:
 Yes

3.02.03 Authorization for Student Trips -Orange Coast College

Hospitality, Travel & Tourism Trip Location: San Luis Obispo, CA Date: May 6-8, 2010 Department: School of Hospitality, Travel and Tourism Cost/Purpose/Funding Source: Tour Hearst Castle and surrounding areas; no cost to the college; student cost NTE \$225 for shared accommodations; Brenda Shine, Instructor, will be present during the trip. Transportation: District

Field Trip to Aquarium of the Pacific Location: Long Beach, CA Date: May 7, 2010 Department: Physical Education & Athletics/Adapted Physical Education/Spirit of Ability Club Cost/Purpose/Funding Source: Approximately 30 students, faculty, staff, and volunteers will participate; Robin O'Connor and Bob Zhe, instructors, will accompany the group; no cost to the college Transportation: ACCESS/private vehicles

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3.03 GENERAL ITEMS

Meeting:05/05/2010 Regular MeetingCategory:3. Consent CalendarAgenda Type:InformationPublic Access:Yes

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3.03 General Items

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 Subscription for Special Projects - Coastline Community College

 Meeting:
 05/05/2010 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Action (Consent)

 Public Access: Yes
 Yes

3.03.01 Authorization for Special Projects -Coastline Community College

Mathematics Assessment Workshop Date: May 22, 2010 and June 26, 2010 Location: Garden Grove Center Department: Mathematics Department Purpose: Prepare students for the Coastline placement test Funding Source: No cost to College or District.

Garden Grove Unified School District Workshop Date: June 18, 2010; 8:00 a.m. – 5:00 p.m. Location: Garden Grove Center Department: Career & Technical Education Purpose: Community Outreach and Relations Funding Source: No cost to the College or District.

Life Drawing with Jay Sagen Workshop Date: June 14 - June 24, 2010, 9 a.m. – 2 p.m. Location: Coastline Art Gallery Department: Art Purpose: Fundraising Cost/Purpose: NTE \$1,500/Model Fees, Materials and Refreshments Funding Source: Community Service Account, Summer Art Workshop

Installation Dinner and Meeting Date: May 17, 2010; 5:30-7:00 p.m. Location: College Center Department: Student Services/Student Advisory Council Purpose: Installation and Awards Dinner and Meeting Cost/Purpose: NTE \$1,000/Materials, Awards and Refreshments Funding Source: SAC funds

Armed Forces Weekend Field of Honor Event Date: May 14-15, 2010 Location: Newport Beach Department: Military Contract Education Purpose: Community Outreach and Sponsorship Cost/Purpose: NTE \$5,000/Materials and Sponsorship Funding Source: Military/Contract Education Ancillary funds

Student Exchange through the Annual Transatlantic Global Advocacy Project Date: June 15 – 20, 2010 Location: Scunthorpe, England Department: Coastline Community College - Early College High School Purpose: Student exchange trip; Authorization to pay one Coastline instructor chaperone and two ECHS students for travel related expenses. Cost/Purpose: NTE \$13,000/Travel related expenses

Funding Source: Ending balance money approved by the Financial Task Force.

Student Exchange through the Annual Transatlantic Global Advocacy Project Date: June 20 - 25, 2010 Location: Various locations throughout Southern California Department: Coastline Community College - Early College High School Purpose: To host students from North Lindsey College who were co-winners on the Global Advocacy Project with ECHS students.

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Cost/Purpose: NTE \$2,000

Funding Source: International and Intercultural Committee funds and ending balance money approved by the Financial Task Force.

Additional/Administrative Content

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- C .	3.03.02 Authorization for Special Projects - Golden West College
Meeting:	05/05/2010 Regular Meeting
Category:	3. Consent Calendar
Agenda Type	: Action
Public Acces	s: Yes
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3.03.02 Authorization for Special Projects - Golden West College

Sale of Donated Items on eBay Site: Giving Works Date(s): May 6, 2010 – March 18, 2011 Department: Foundation Purpose: Realize funds from sale of unsold Gala auction items. Cost/purpose/funding source: No cost to non-profit for sale of donated goods; all proceeds to Gala General Fund.

"Don't Dress for Dinner" Date(s): October 15 – 24, 2010 Department: Theater Purpose: Fall 2010 Theater Production Cost/purpose/funding source: \$12,500 for royalties, scenery, costume, sound and lighting supplies, advertising, printing and mailing, production personnel and refreshment costs to be covered by admission fees (\$12 for general; \$10 ASB/GWC, seniors and children under 12) from District Theater, Theater Trust, and ASB funds.

"Othello"

Date(s): November 12 – 21, 2010 Department: Theater Purpose: Fall 2010 Theater Production Cost/purpose/funding source: \$12,500 for royalties, scenery, costume, sound and lighting supplies, advertising, printing and mailing, production personnel and refreshment costs to be covered by (\$12

advertising, printing and mailing, production personnel and refreshment costs to be covered by (\$12 for general; \$10 ASB/GWC, seniors and children under 12) from District Theater, Theater Trust, and ASB funds.

"Doubt" Date(s): February 25 – March 6, 2011 Department: Theater Purpose: Spring 2010 Theater Production Cost/purpose/funding source: \$12,500 for royalties, scenery, costume, sound and lighting supplies, advertising, printing and mailing, production personnel and refreshment costs to be covered by (\$12 for general; \$10 ASB/GWC, seniors and children under 12) from District Theater, Theater Trust, and ASB funds. "Grease"

Date(s): April 30 – May 9, 2010 Department: Theater Purpose: Spring 2010 Theater Production Cost/purpose/funding source: \$15,000 for royalties, scenery, costume, sound and lighting supplies, advertising, printing and mailing, production personnel and refreshment costs to be covered by admission fees (\$20 for general;\$18 ASB/GWC, seniors and children under 12) from District Theater, Theater Trust, and ASB funds.

"Joseph and the Amazing Technicolor Dreamcoat" Date(s): May 6 – 15, 2011

Department: Theater

Purpose: Spring 2010 Theater Production

Cost/purpose/funding source: \$30,000 for royalties, scenery, costume, sound and lighting supplies, advertising, printing and mailing, production personnel and refreshment costs to be covered by admission fees (\$20 for general;\$18 ASB/GWC, seniors and children under 12) from District Theater, Theater Trust, and ASB funds.

GWC Theater Student Directed Productions Date(s): February 10 – 13, 2011 Department: Theater

Purpose: Student Directed Productions

Cost/purpose/funding source: \$750 for royalties, scenery, costume, sound and lighting supplies, advertising, printing and mailing, production personnel and refreshment costs to be covered by admission fees (\$5 - \$7 ticket sales) from District Theater, Theater Trust, and ASB funds.

Student Health Services Advisory Committee Meeting Date(s): May 10, 2010

Department: Student Health Services

Purpose: Meeting to discuss goals, data and services with students, staff and community partners and gather feedback.

Cost/purpose/funding source: \$500 for food and materials from Student Health Services funds.

WARNING! This Music NOT suited for Public Performance

Date(s): May 15, 2010

Department: Music Department

Purpose: GWC Chorale, Chamber Singers, Early Music Ensemble, and Jazz Vocal Ensemble Music Concert

Cost/purpose/funding source: \$1,000 for facilities, refreshments, supplies, and printing costs to be covered by admissions fees (\$12 for general; \$10 ASB/GWC, seniors and children under 12) from Music/Chorale Trust and Choral Foundation funds.

(Revision is to add Choral Foundation funds as a funding source. Prior Board approval: 3/3/10.)

Art Open House Date(s): April 28, 2010 Department: Art Department Purpose: To Showcase Student Work Cost/purpose/funding source: \$1,500 for facilities rental, refreshments, supplies, awards and printing costs from Fine Arts Gallery Foundation and Art Gallery Trust funds. (Revision is to add costs and funding sources. Prior Board approval: 3/3/10.)

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3.03.03 Authorization for Special	Projects - Orange Coast College	gendentenn
Meeting: 05/05/2010 Regular Meeting		
Category: 3. Consent Calendar		
Agenda Type: Action (Consent)	· .	
Public Access: Yes		

3.03.03 Authorization for Special Projects - Orange Coast College

Student Art Exhibition Date: April 28, 2010 Department: Frank M. Dovle Arts Pavilion/Visual and Performing Arts Purpose: Reception for opening, book signing, and closing of exhibit Cost/Purpose/Funding Source: Reception food and drink, printing shirts and miscellaneous supplies NTE \$3,000 from CoCurricular and ASOCC funds Revision to correct reimbursement amount and funding source. Original Board approval 2/3/10. Engaging Students Online for Success and Retention Date: May, 2010 Department: Staff Development Purpose: Promote online success for students Cost/Purpose/Funding Source: \$300 to be paid upon completion of work and receipt of invoice from Staff Development funds Pre-Departure Orientation Meeting for Rome Summer 2010 Study Abroad Program Date: May 16, 2010 Department: Literature and Languages/Study Abroad Purpose: Orientation meeting for students and parents in Skill Center 104 Cost/Purpose/Funding Source: No cost to college EOPS Graduation Luncheon & CARE Year-End Meeting Date: May 7, 2010 (CARE) and May 14, 2010 (EOPS) Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE) Purpose: Refreshments provided by off-campus vendors Cost/Purpose/Funding Source: Expenses dependent on number of participants to be paid from EOPS/CARE fundraising accounts

Newport Mesa High School District Art Award Ceremony Date: May 24, 2010 Department: Visual & Performing Arts Purpose: Community outreach; to be held in the Frank M. Doyle Arts Pavilion Cost/Purpose/Funding Source: Free admission; no cost to the District

Student Project Space Date: May 21, 2010 Department: Visual & Performing Arts Purpose: Community outreach; Student Art Reception Cost/Purpose/Funding Source: Free admission; no cost to the District

InterClub Carnival Date: 2009-2010 Academic Year Department: ASOCC InterClub Council

Purpose: Opportunity for the clubs to participate in outdoor/indoor games and activities Cost/Purpose/Funding Source: NTE \$3,000 to cover advertising, promotional items, refreshments, and miscellaneous expenses from ASOCC funds

California Association of Research Libraries (CARL) 2010 Annual Meeting Date: June 7, 2010 Department: OCC Library Purpose: CARL Executive Board planning meeting Cost/Purpose/Funding Source: No cost to the District

Puente End-of-Year Banguet

Date: May 13, 2010

Department: Counseling/Puente Program

Purpose: 120 guests to attend dinner at Avilia's El Ranchito Restaurant to include students in the current Puente XVII program, Puente transfer students, parents, mentors, staff, faculty, administrators, and two Puente coordinators; appreciation awards for mentors, journals and awards for transferring students Cost/Purpose/Funding Source: NTE \$3,600 from ASOCC funds

Study, Work, and Travel Abroad Fair

Date: Fall 2010 and/or Spring 2011 Semester

Department: International Center

Purpose: Over 15 schools and organizations will be represented; admission is free to all students, staff, faculty, and community members. The event is designed to provide options and to assist those students who are interested in studying, working, and traveling abroad.

Cost/Purpose/Funding Source: Expenses to be paid by registration fees paid by participating schools; any additional expenses NTE \$600 paid from International Center funds

International Center Activities

Date: 2010-2011 Year

Department: International Center

Purpose: Variety of on and off-campus activities including, but not limited to, entertainment, community service, speakers, meetings (including inviting school officials to campus), recruitments, trips to various attractions, sports games, video taping, movie nights, cultural dinners, and events.

Cost/Purpose/Funding Source: Expenses to include food, tickets, transportation, and related expenses to be paid by participants and/or International Center funds. Transportation to be arranged through District or third-party transportation companies. Expenses NTE \$600 per event.

International Student Orientations Date: 2010-2011 Year Department: International Center Purpose: Student orientations Cost/Purpose/Funding Source: Food and refreshments provided by OCC Food Services or other approved vendors to be paid from International Center funds. Expenses NTE \$600 per event.

International Center Projects

Date: 2010-2011 Year

Department: International Center

Purpose: Variety of on-campus projects for prospective international students and individuals who accompany them; activities to promote OCC and accommodate the intake of prospective students. Activities to include assisting and transporting students to OCC for campus tours, meetings with other students, completing the matriculation process, and other activities. Transportation arranged by District or third-party transportation companies. Expenses NTE \$600 per event.

Pinning Ceremony Date: May 26, 2010 Department: Allied Health Professions Purpose: Refreshments, flowers, and other expenses related to Pinning Ceremony Cost/Purpose/Funding Source: NTE \$3,000 from ASOCC and other OCC ancillary funds

Relay for Life Event Date: May 22-May 23, 2010 Purpose: Event sponsored with American Cancer Society to promote cancer awareness. Cost/Purpose/Funding Source: None

Counseling Division Annual Workshop Date: May 14, 2010 Location: Student Center Lounge Department: Counseling & Special Services Division Purpose: Development for counselors and classified staff Cost/Funding Source: NTE \$1,000 from Staff Development funds

Additional/Administrative Content

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AccendeのLiem 3.03.04 Authorization to Apply for Funded Programs

Meeting:05/05/2010 Regular MeetingCategory:3. Consent CalendarAgenda Type:InformationPublic Access:Yes

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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.

Golden West College has applied for the 2009-2010 Workforce Investment Act/American Recovery and Reinvestment Act of 2009 (WIA/ARRA) High- Demand Training Services "WIA/ARRA High-Demand Training Services Grant". Golden West College proposes to deliver group size classroom training courses for the Entry-level Automotive Service Technician Training for Popular Automobiles, which consists of four courses (Introduction to Automotive Technology, Electrical Systems, Brakes, and Engine Performance). The training program will last approximately 8 months and each participating student will earn approximately 18 credits towards their AA degree by completing this certificate program. (Previous Board Approvals: July 15, 2009 and August 19, 2009)

Fiscal Impact: If funded, Golden West College will receive \$300,000 from August 1, 2009 through June 30, 2010. Funding is based on 48 participants @ \$6,455 per trainee. Leveraged In-Kind Match to include monthly facility rent fee waiver, utilities, telephone and insurance fees. This project has received an augmentation of \$55,025 and an extension of one year. The new grant amount is \$355,025 and the grant period is now from August 1, 2009 through June 30, 2011.

Orange Coast College has been awarded the Foundation for California Community Colleges/Career Ladders Project grant titled "Career Ladders Project by Community College Pathways (CCP) for Foster Youth". The grant has two objectives: 1) Increase institutional understanding and strategies around former foster youth success, trends, and barriers to using college services and 2) Increase the rate of former foster youth reaching their college goal. These objectives will be reached by providing comprehensive services and referrals to this population of students and collaborating with campus department for appropriate delivery of services.

Fiscal impact: This grant is funded for two years for a total of \$48,500. Orange Coast College will receive \$24,250 for activities March 2010 through June 30, 2010 and an additional \$24,250 in year 2 for activities from July 1, 2010 through June 30, 2011.

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· · · ·	3.03.05 Authorization for Disposal of Surplus		•
Meeting:	05/05/2010 Regular Meeting		
Category:	3. Consent Calendar	-	
Agenda Type	Action (Consent)		
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ORANGE COAST COLLEGE				
Coordinate Measuring Machine	9018811	CX-854	2809	P
Micrometer	9018806	1471		Р
Machining Center	2005925	76	1010	P
Lathe	9018825	A6b113005		Р
Fax	9060238	FAX-2920	U61326D5J889409	P
Toner Cartridge				P
Printer	9045899	Q3704A	CNGGH19658	1
Projector	9034776	LC-6000UL	G6901065	I
Speaker Cabinet	OCAV 06-422			
Printer	9055803	PSC1350	MY47MD80RB	1
Projector	9071520	90	C-0871	1
Hub	9031586	ATF4716SW	M07J90061A	1
Hub	9016626	ESI-2810	1683583	I
Hub	9016627	ESI-2810	1683604	l
Hub	9014886	ESI-2810	1650509	1
Projector	2005188	EV-368	414004	1
Printer	9024091	C3982A	USCB091627	
Printer	9031173	C3982A	USDF045596	1 .
Box filled with: Old RAMS, network & video cards, ext hard drives, hard drives, power cables, motherboards, keyboards, headsets				I
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3.03.0	6 Authorization to Enter Standard Telecourse Agreements - Coastline Community College
Meeting:	05/05/2010 Regular Meeting
Category:	3. Consent Calendar
Agenda Type	Information
Public Access	s: 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.

ANTHROPOLOGY: THE FOUR FIELDS Utah Education Network (UT) Term of Agreement: June 1, 2010 – May 31, 2013

ASTRONOMY: OBSERVATIONS AND THEORIES Community College of Baltimore County (MD) Term of Agreement: June 1, 2010 – May 31, 2011

HETA of Oklahoma (OK) Term of Agreement: January 1, 2010 – May 31, 2010

Tennessee Board of Regents (TN) Term of Agreement: January 1, 2010 – May 31, 2010

CHILD DEVELOPMENT: STEPPING STONES College of San Mateo (CA) Term of Agreement: June 15, 2009 – June 14, 2012

Consortium of Distance Education (NJ) Term of Agreement: January 1, 2010 – May 31, 2010

HETA of Oklahoma (OK) Term of Agreement: January 1, 2010 – May 31, 2010

HETA of Oklahoma (OK) Term of Agreement: January 1, 2010 – May 31, 2010

CONCEPTS IN MARKETING Consortium of Distance Education (NJ) Term of Agreement: January 1, 2010 – May 31, 2010

Consortium of Distance Education (NJ) Term of Agreement: January 1, 2010 – May 31, 2010

Tennessee Board of Regents (TN) Term of Agreement: January 1, 2010 – May 31, 2010

CYCLES OF LIFE: EXPLORING BIOLOGY Consortium of Distance Education (NJ) Term of Agreement: January 1, 2010 – May 31, 2010

DOLLARS & SENSE: PERSONAL FINANCE FOR THE 21st CENTURY Consortium of Distance Education (NJ) Term of Agreement: January 1, 2010 – May 31, 2010

FACES OF CULTURE – REVISED Consortium of Distance Education (NJ) Term of Agreement: January 1, 2010 – May 31, 2010

Consortium of Distance Education (NJ) Term of Agreement: January 1, 2010 – May 31, 2010

NILRC (IL) Term of Agreement: January 1, 2010 – May 31, 2010

NILRC (IL) Term of Agreement: June 1, 2010 – December 31, 2011

HUMANITIES THROUGH THE ARTS Contra Costa College (CA) Term of Agreement: January 1, 2010 – June 30, 2011

HETA of Oklahoma (OK) Term of Agreement: January 1, 2010 – May 31, 2010

INTERMEDIATE ALGEBRA: MODELING THE WORLD Consortium of Distance Education (NJ) Term of Agreement: January 1, 2010 – May 31, 2010

Consortium of Distance Education (NJ) Term of Agreement: January 1, 2010 – May 31, 2010

Utah Education Network (UT) Term of Agreement: June 1, 2010 – May 31, 2013

MEDIA WAVES: AN INTRODUCTION TO MASS COMMUNICATION Consortium of Distance Education (NJ) Term of Agreement: January 1, 2010 – May 31, 2010

PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN Consortium of Distance Education (NJ) Term of Agreement: January 1, 2010 – May 31, 2010

PSYCHOLOGY: THE HUMAN EXPERIENCE Consortium of Distance Education (NJ) Term of Agreement: January 1, 2010 – May 31, 2010

Consortium of Distance Education (NJ) Term of Agreement: January 1, 2010 - May 31, 2010

HETA of Oklahoma (OK) Term of Agreement: January 1, 2010 - May 31, 2010

TRANSITIONS THROUGHOUT THE LIFE SPAN Colorado Mountain College (CO) Term of Agreement: May 28, 2010 - May 27, 2013

HETA of Oklahoma (OK) Term of Agreement: January 1, 2010 – May 31, 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.



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Additional/Administrative/Content

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	3.03.07 Approval of Clinical Contracts - Golden West College
Meeting:	05/05/2010 Regular Meeting
Category:	3. Consent Calendar
Agenda Type	: Action
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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.

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Additional Administrative Content

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1.1.1	3.03.08 Approval of Cli	nical C	ontracts -	Orange	Coast Colle	ge	
Meeting:	05/05/2010 Regular Meeting			-			
Category:	3. Consent Calendar	· .	1				
Agenda Type	Action (Consent)						
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3.03.08 Approval of Clinical Contracts - Orange Coast College

After review by district's general counsel, and the College President, it is recommended by the Chancellor that authorization be given to enter into clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum. It is further recommended that the Board President, or designee, be authorized to sign this agreement and any related documents, indicating approval by the Board of Trustees. (Only copies of non-standard agreements are attached to each Trustee's Agenda.) See Attachment #1.

<u>NEW</u>

Memorial Health Services Amendment Respiratory Therapy Instruction-2[™] Amendment Huntington Beach, CA Term: July 1, 2010 to June 30 2011 Compensation: None

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



Memorial Care 2nd Amendment.pdf

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	3.03.09 Approval of Standard Agreements - Coastline Community College
Meeting:	05/05/2010 Regular Meeting
Category:	3. Consent Calendar
Agenda Type	: Information
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3.03.09 Approval of Standard Agreements - Coastline Community College

3.03.09.01 Approve District Standard Scope of Work #2010-12 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 #2010-12 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the design, development, delivery and evaluation of a training course on process flow, Maximo, and Ariba. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$9,550 revenue upon completion of project.

3.03.09.02 Approve District Standard Scope of Work #2010-13 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 #2010-13 under the Master Services Agreement between Chevron Products Company and the Coast Community College District to recommend media and content upgrades to existing PTEC curriculum. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$6,100 revenue upon completion of project.

3.03.09.03 Approve District Standard Scope of Work #2010-14 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 #2010-14 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 console model fresh air breathing 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: \$3,500 revenue upon completion of project.

Additional Administrative Content

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3.03.10 Approval of Standard Agreements - Golden West College 05/05/2010 Regular Meeting 3. Consent Calendar

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

Meeting:

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3.03.10 Approval of Standard Agreements - Golden West College Approve Standard Agreement with DMA Greencare Contracting, Inc. for Landscape Construction Services

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the standard agreement between DMA Greencare Contracting, Inc. and the Coast Community College District for landscape construction services for the Nursing Meditation Garden, from May 6 – June 30, 2010. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$9,694 from Foundation funds.

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Additional / commissionly content

3.03.11 Annro	val of Standard Ag	reements - (Drange Coast Colle	ATE	etallem
Meeting: 05/05/2010 Regular M Category: 3. Consent Calendar Agenda Type: Action (Consent) Public Access: Yes					
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3.03.11 Approval of Standard Agreements - Orange Coast College

Approve a Standard Agreement for contracted educational services between the United States Marine Corps, 1st Marine Division and the Coast Community College District for the purpose of offering instruction in Residential Electrical

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the United States Marine Corps, 1st Marine Division and the Coast Community College District for the purpose of offering instruction in from May 24, 2010, through June 18, 2010. It is further recommended that the Board President, or designee, be authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: OCC to receive \$21,218 for this contract. Net proceeds will go to the OCC/USMC account after direct costs of the program.

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	3.03.12 Approval of Standard Agreements - District
Meeting:	05/05/2010 Regular Meeting
Category:	3. Consent Calendar
Agenda Type	: Action
Public Acces	s: Yes
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3.03.12 Approval of Standard Agreements - District

NONE

AdditionaliAdministrativeContent

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 3.03.13 Authorization for Purchase of Institutional Memberships - Coastline Community College

 Meeting:
 05/05/2010 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Information

 Public Access: Yes
 Yes

Agenda item Content.

3.03.13 Authorization for Purchase of Institutional Memberships -Coastline Community College

NONE

Additional/Administrative Content

Created on 02/ Fixed OF SUDGERVED Laure Strangent Less update on 04/SC/2010by Mary Saccoccide.

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 3.03.14 Authorization for Purchase of Institutional Memberships - Golden West College

 Meeting:
 05/05/2010 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Action

 Public Access: Yes

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3.03.14 Authorization for Purchase of Institutional Memberships -Golden West College

NEW

RENEWAL

Name and Acronym: National Flea Market Association (NFMA) Term of Membership: January 1 – December 31, 2010 Cost: \$360

Purpose: To be informed of changes in legislation and swap meet trends and issues that would affect the existence of the swap meet. To be paid from Coast Community College District Enterprise funds.

Name and Acronym: Network for California Community College Foundations (NCCCF) Term of Membership: July 1, 2010 – June 30, 2011 Cost: 450 Purpose: Allows access to statewide community college foundation professionals, scholarshi

Purpose: Allows access to statewide community college foundation professionals, scholarship information, updates, materials and professional meetings.

Name and Acronym: Research & Planning Group for California Community Colleges (RP Group) Term of Membership: July 1, 2009 – June 30, 2010 Cost: \$350 Purpose: Allows access to statewide community college research and planning professionals, updates, materials and conferences.

Name and Acronym: National Fastpitch Coaches Association (NFCA) Term of Membership: May 1, 2010 – April 30, 2011 Cost: \$70 Purpose: Membership includes voting rights and awards, monthly publications, and discounts on

resources.

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Agendalitem 3.03.15 Authorization for Purchase of Institutional Memberships - Orange Coast College Meeting: 05/05/2010 Regular Meeting Category: 3. Consent Calendar Agenda Type: Action (Consent) Public Access: Yes Agenda Item Content

> 3.03.15 Authorization for Institutional Memberships -Orange Coast College

NONE

Additional Administrative Conten

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3.03.16 Authorization for Purchase of Institutional Memberships - District						
leeting:	05/05/2010 Regular Meeting		· · · ·			
Category:	3. Consent Calendar		· ·	*		
genda Type:	Action (Consent)					
ublic Access						

3.03.16 Authorization for Purchase of Institutional Memberships -District

RENEWAL

Name and Acronym: Association of Community College Trustees (ACCT) Term of Membership: July 1, 2010 – June 30, 2011 Cost: \$7,027.00 Purpose: The purpose of ACCT is to strengthen the capacity of community and technical colleges to realize their missions on behalf of their students and communities through advocacy efforts by, and development of, effective lay governing board leadership.

Additional Administrativo Content

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 Agenda Item

 Agenda Item

 S.03.17 Authorization for Off-Campus Assignments - Coastline Community College

 Meeting:
 05/05/2010 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

Name: Groot, Joycelyn Title: Dean, Military/Contract Education Programs Organization: Council of College and Military Educators Assignment: Executive Board - Vice President, Institutions Term: March 1, 2010 — February 28, 2011

Additional/Administrative Content

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	Agendalitem					
3.03.18 Authorization for Community Activities - Orange Coast College						
Meeting:	05/05/2010 Regular Meeting					
Category:	3. Consent Calendar					
Agenda Type:	Action (Consent)					
Public Access						
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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 May 6, 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.

PROFESSIONAL EXPERT

ADAPTED CARDIO INTENSITY, Fee: \$75. 12 hours. Presenter: Robin O'Conner. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. PE Department to receive a portion of the net proceeds. (P)

ADAPTED CARDIO INTENSITY, Fee: \$75. 12 hours. Presenter: Robin O'Conner. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. PE Department to receive a portion of the net proceeds. (P)

ADVANCED CERAMICS, Fee: \$185, plus \$14 materials fee payable to presenter. 36 hours. Presenter: Kevin Myers. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Visual and Performing Arts division to receive a portion of the net proceeds. (P)

ADVANCED BEGINNING-LOW INTERMEDIATE LATIN-JAZZ WORKSHOP, Fee: \$80, 12 hours. Presenter: Jose Costas. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Visual and Performing Arts division to receive a portion of the net proceeds. (P)

ADVANCED MODERN DANCE SUMMER WORKSHOP, Fee: \$79, 16 hours. Presenter: Shana Menaker. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Visual and Performing Arts division to receive a portion of the net proceeds. (P)

BALLET 1, Fee: \$96, 12 hours. Presenter: Kathy Kahn. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Visual and Performing Arts division to receive a portion of the net proceeds. (P)

BALLET 2/3 INTERMEDIATE/ADVANCED, Fee: \$96, 12 hours. Presenter: Kathy Kahn. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Visual and Performing Arts division to receive a portion of the net proceeds. (P)

BEGINNING SALSA WORKSHOP, Fee: \$80, 10 hours. Presenter: Jose Costas. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee.

Visual and Performing Arts division to receive a portion of the net proceeds. (P)

BEGINNING YOGA, Fee: \$65, 9 hours. Presenter: Shana Menaker. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Visual and Performing Arts division to receive a portion of the net proceeds. (P)

CREATIVE ART FOR THE PRESCHOOL CHILD, Fee: \$100, plus \$20 materials fee payable to presenter. 6 hours. Presenter: Carrie Hale. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

CREATIVE WRITING, Fee: \$100, plus \$10 materials fee payable to presenter. 20 hours. Presenter: Julie David. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

CREATIVE DRAMA, Fee: \$100, plus \$10 materials fee payable to presenter. 20 hours. Presenter: Julie David. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

CRIMINAL JUSTICE EXPLORATION, Fee: \$150, plus \$10 materials fee payable to presenter. 16 hours. Presenter: Gina Bowen-Gilbert. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

CRIME SCENE INVESTIGATIONS, Fee: \$155, plus \$5 materials fee payable to presenter. 15 hours. Presenter: Gina Bowen-Gilbert. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

CULINARY BASICS: BASIC KNIFE SKILLS WORKSHOP, Fee: \$25, plus \$10 materials fee payable to presenter, 2 hours. Presenter: Bryce Benes. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. Consumer Science division to receive a portion of the net proceeds. (P)

CULINARY BASICS: SERIOUS SUMMER SALADS, Fee: \$25, plus \$10 materials fee payable to presenter, 3 hours. Presenter: Bryce Benes. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. Consumer Science division to receive a portion of the net proceeds. (P)

DOUGH, Fee: \$50, plus \$10 materials fee payable to presenter, 4 hours. Presenter: Kim Allen. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. Consumer Science division to receive a portion of the net proceeds. (P)

DRAWING AND PAINTING FOR ADULTS, Fee: \$125, plus \$5 materials fee payable to presenter, 12 hours. Presenter: Pam Schader. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P)

HEALTHY MINI CHEFS, Fee: \$105, plus \$20 materials fee payable to presenter. 12 hours. Presenter: Sumati Ratanjee. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

INFECTION CONTROL – 8 HOUR BORAD APPROVED COURSE, Fee: \$100, 8 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. Allied Health division to receive a portion of the net proceeds. (P)

INTERMEDIATE SALSA WORKSHOP, Fee: \$80, 10 hours. Presenter: Jose Costas. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Visual and Performing Arts division to receive a portion of the net proceeds. (P)

KINDERGARTEN READINESS, Fee: \$240, plus \$30 materials fee payable to presenter. 22 hours. Presenter: Carrie Hale. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

MY PC SERIES – GETTING STARTED WITH WINDOWS 7 WORKSHOP, Fee: \$35, 3 hours. Presenter: Craig Oberlin. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

MY PC SERIES – DIGITAL PHOTO EDITING WORKSHOP, Fee: \$35, 3 hours. Presenter: Craig Oberlin. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

MY PC SERIES – CREATIVE SLIDESHOWS WORKSHOP, Fee: \$35, 3 hours. Presenter: Craig Oberlin. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

MY PC SERIES – CONNECTING WITH FRIENDS AND FAMILY WORKSHOP, Fee: \$35, 3 hours. Presenter: Craig Oberlin. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

MY PC SERIES – INTRODUCTION TO WINDOWS 7, Fee: \$65, 3 hours. Presenter: Craig Oberlin. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

POLISHING YOUR SPEAKING SKILLS, Fee: \$45, plus \$5 materials fee payable to presenter, 6 hours. Presenter: Vicki Graham. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

SCREEN PRINTING, Fee: \$125, plus \$10 materials fee payable to presenter. 12 hours. Presenter: Don Marsh. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. Visual and Performing Arts division to receive a portion of the net proceeds. (P)

SCULPTURE "MIXED MEDIA AND THE FIGURE", Fee: \$180, plus \$25 materials fee, 10 hours. Presenter: Marc Hoar. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Visual and Performing Arts division to receive a portion of the net proceeds. (P)

SEWING CAMP – KIDS CAN SEW, Fee: \$100, plus \$15 materials fee payable to presenter. 10 hours. Presenter: Diane Martinez. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

SUMMER CHEERLEADING CAMP, Fee: \$279, includes instruction, travel, dormitory housing and all meals. Class will meet on campus July 22-26 and August 24-27, Las Vegas NV July 27-30, 2010 and Santa Barbara August 13-16, 2010. Presenters: Mike Reynolds and Dan Sapp. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. PE Department to receive a portion of the net proceeds. (P)

SUMMER DANCE CAMP, Fee: \$279, includes instruction, travel, dormitory housing and all meals. Class will meet on campus July 22-26 and August 24-27, Las Vegas NV July 27-30, 2010 and Santa Barbara August 13-16, 2010. Presenters: Mike Reynolds and Dan Sapp. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. PE Department to receive a portion of the net proceeds. (P)

WINE & FOOD TASTING AT RUSTY PELICAN-IF IT'S NOT FRENCH-DON'T DRINK IT:

DEMYSTIFYING FRENCH WINE, Fee: \$35, plus \$20 materials fee payable to presenter, 2 hours. Presenter: Joe Poshek. Class will be held off campus at the Rusty Pelican. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

WINE & FOOD TASTING AT RUSTY PELICAN-WINES OF ITALY AND SPAIN, Fee: \$35, plus \$20 materials fee payable to presenter, 2 hours. Presenter: Joe Poshek. Class will be held off campus at the Rusty Pelican. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

WINE & FOOD TASTING AT RUSTY PELICAN-WINES OF SUMMER, Fee: \$35, plus \$20 materials fee payable to presenter, 2 hours. Presenter: Joe Poshek. Class will be held off campus at the Rusty Pelican. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

WINE & FOOD TASTING AT RUSTY PELICAN-WINES OF AUSTRALIA & NEW ZEALAND, Fee: \$35, plus \$20 materials fee payable to presenter, 2 hours. Presenter: Joe Poshek. Class will be held off campus at the Rusty Pelican. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

YOGA FOR STRETCH, STRENGTH AND REJUVENATION, Fee: \$65, 16 hours. Presenter: Shana Menaker. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Visual and Performing Arts division to receive a portion of the net proceeds. (P)

YOGA, PRANAYAMA & MEDITATION – INTERMEDIATE/ADVANCED, Fee: \$65, 12 hours. Presenter: Shana Menaker. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Visual and Performing Arts division to receive a portion of the net proceeds. (P)

INDEPENDENT CONTRACTOR

IC Name: Horse Play Rentals, Inc.

Services: Presenter for the following: PEE WEE HORSEBACK RIDING CLINIC, Fee: \$425, 17.5 hours. (P) YOUTH HORSEBACK RIDING CLINIC, Fee: \$425, 17.5 hours. (P), and ADULT HORSEBACK RIDING FOR BEGINNERS, Fee: \$385, 14 hours. (P) Classes held at the Huntington Central Park Equestrian Center.

Payment Schedule/Compensation: Compensation equals 80%, of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: June 1, 2010 – June 30, 2011

Source of Funding: Community Education registration fees.

IC Name: Mathobotix

Services: Presenter for the Robotics Summer camp, Fee: \$250, plus \$15 materials fee payable to presenter, 20 hours. (P)

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: June 15, 2010 - June 30, 2011

Source of Funding: Community Education registration fees.

REVISION TO PREVIOUS BOARD

PROFESSIONAL EXPERTS

ALGEBRA REVIEW ($7^{TH} - 8^{TH}$ GRADES), Fee \$99, 12 hours. New Presenter: Brian Clough. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 4/7/10) BRAIN FITNESS FOR KIDS, Fee: \$21, 2.5 hours. Presenter: Brian Clough. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 5/6/09)

CULINARY BASICS: GRILLIN' AND CHILLIN', Fee: \$50, plus \$10 materials fee payable to presenter, 4 hours. Presenter: Bryce Benes. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. Consumer Science division to receive a portion of the net proceeds. (P) (Prior Board approval 12/9/09)

CULINARY BASICS: HERBS, SPICES AND SEASONINGS, Fee: \$50, plus \$10 materials fee payable to presenter, 4 hours. Presenter: Bryce Benes. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. Consumer Science division to receive a portion of the net proceeds. (P) (Prior Board approval 12/9/09)

GEOMETRY FOR KIDS, Fee: \$39, 9 hours. Presenter: Brian Clough. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 5/6/09)

OCC SKILLS BASKETBALL CAMP, Fee: \$125. 15 hours. Presenters: Steve Spencer, Steve Tamanaha and Duy Tran. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. Volunteer participants on file. PE Department to receive a portion of net proceeds. (P) (Prior Board approval 5/6/09)

PRE-ALGEBRA ($4^{TH} - 6^{TH}$ GRADES), Fee \$99, 12 hours. Presenter: Brian Clough. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 5/6/09)

RDA REVIEW, Fee \$250, 25 hours. Add Presenter: Diane Balding. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Allied Health Division to receive a portion of net proceeds. (P) (prior Board approval 4/7/10)

STUDY SKILLS, Fee: \$43.00, 5 hours. Presenter: Brian Clough. Compensation equals 60% of, the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 5/6/09)

WORD PROBLEMS – UNLOCKING THE SECRETS, Fee \$39, 3 hours. Presenter: Brian Clough. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 5/6/10)

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	3.03.19 Authorization for Community Activities - Golden West College	
Meeting	05/05/2010 Regular Meeting	-

Meeting: 05/05/2010 Regular Meeting Category: 3. Consent Calendar Agenda Type: Action Public Access: Yes

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3.03.19 Authorization for Community Activities - Golden West College

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

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

Professional Experts

RAW FOODS, 6 hours, May 6, 2010 to June 30, 2011. Presenter Batya Amit to receive \$35.00 per participant. Participant Fee: \$79.00 and \$10.00 Material Fee. (P) First offered in 2007.

ADVANCED HOLISTIC BODY THERAPIES PROGRAM II, 100.0 hours, May 6, 2010 to June 30, 2011. Presenters: James Bechter to receive \$97 per participant, Robert Davis to receive \$73.00 per participant, Lin Eyman to receive \$24.50, Kathleen Mondello to receive \$24.50, and Gretchen Thomas to receive \$73.00 per participant.

Participant Fee: \$596.00 and \$40.00 Material Fee. (P) First offered in 2000.

ADVANCED HOLISTIC BODY THERAPIES INTERNSHIP PROGRAM II, 25.0, 50.0, 75.0, and 100.0 hours, May 6, 2010 to June 30, 2011.

Presenters James Bechter, Robert Davis, Lin Eyman, Kathleen Mondello, and Gretchen Thomas to receive \$1.20 per participant per hour for 25.0 hours, \$1.30 per participant per hour for 50.0 hours, \$1.33 per participant per hour for 75.0 hours and \$1.30 per participant per hour for 100.00 hours. Participant Fee: \$70.00 for 25.0 hours, \$140.00 for 50.0 hours, \$210.00 for 75.0 hours, and \$270.00 for 100.0 hours. (P) First offered in 2002.

AEROBICS FOR SENIORS: BODY SHAPE UP-PART I, 8.0 hours, May 6, 2010 to June 30, 2011. Presenter Ruth E. Bennett to receive \$30.00 per hour. Participant Fee: \$27.00 with Gold Key Card, \$34.00 without Gold Key Card. (F) First offered in 1985.

AEROBICS FOR SENIORS: BODY SHAPE UP-PART II, 16.0 hours, May 6, 2010 to June 30, 2011. Presenter Ruth E. Bennett to receive \$30.00 per hour. Participant Fee: \$44.00 with Gold Key Card, \$52.00 without Gold Key Card. (F) First offered in 1992.

CIRCUIT WEIGHT TRAINING FOR SENIORS, 16.0 hours, May 6, 2010 to June 30, 2011. Presenter Ruth E. Bennett to receive \$30.00 per hour. Participant Fee: \$44.00 with Gold Key Card, \$52.00 without Gold Key Card. (F) First offered in 1996.

MEDICAL SPANISH, 8.0 hours, May 6, 2010 to June 30, 2011. Presenter Murnez Bladez to receive \$28.00 per participant. Participant Fee: \$74.00. (P) First offered in 2009. PRACTICAL NUTRITION, 9.0 hours, May 6, 2010 to June 30, 2011. Presenter Elizabeth Burklee to receive \$37.00 per participant. Participant Fee: \$90.00 and \$15.00 Material Fee. (P) First offered in 2007.

THE FINE ART OF BELLY DANCING, 9.0 hours, May 6, 2010 to June 30, 2011. Presenter Tonya Chianis to receive \$23.50 per participant. Participant Fee: \$59.00. (P) First offered in 1998.

ACRYLIC PAINTING WORKSHOP, 10.0 hours, May 6, 2010 to June 30, 2011. Presenter Brian Conley to receive \$29.00 per participant. Participant Fee: \$69.00. (P) First offered in 2009.

FISH PRINTING (GYOTAKU) WORKSHOP, 5.0 hours, May 6, 2010 to June 30, 2011. Presenter Brian Conley to receive \$25.00 per participant. Participant Fee: \$58.00 and \$28.00 Material Fee. (P) First offered in 2009.

TEE SHIRT PRINTING WORKSHOP, 10.0 hours, May 6, 2010 to June 30, 2011. Presenter Brian Conley to receive \$32.00 per participant. Participant Fee: \$75.00 and \$36.00 Material Fee. (P) First offered in 2009.

EXPERIMENTS IN SCIENCE, PART i (AGES 8-11), 6.0 hours, May 6, 2010 to June 30, 2011. Presenter Jay DuVal to receive \$21.00 per participant. Participant Fee: \$55.00. (P) First offered in 1984.

EXPERIMENTS IN SCIENCE, PART II (AGES 8-11), 6.0 hours, May 6, 2010 to June 30, 2011. Presenter Jay DuVal to receive \$21.00 per participant. Participant Fee: \$55.00. (P) First offered in 1994.

CARIBBEAN & LATIN DANCE, BEGINNING, 10.5 hours, May 6, 2010 to June 30, 2011. Presenter Miguel Figueroa Jr. to receive \$24.00 per participant. Participant Fee: \$60.00. (P) First offered in 1996.

CARIBBEAN & LATIN DANCE, INTERMEDIATE, 10.5 hours, May 6, 2010 to June 30, 2011. Presenter Miguel Figueroa Jr. to receive \$24.00 per participant. Participant Fee: \$60.00. (P) First offered in 2000.

LIFE DRAWING WORKSHOP, 6.0 hours, May 6, 2010 to June 30, 2011. Presenter Ed Foster to receive \$16.00 per participant. Participant Fee: \$50.00. (P) First offered in 2009.

ADOBE PHOTOSHOP FOR KIDS (AGES 8-14), 12.0 hours, May 6, 2010 to June 30, 2011. Presenter Patrick Gagne to receive \$37.50 per participant. Participant Fee: \$92.00. (P) First offered in 2006.

CARTOONING (AGES 8-14), 9.0 hours, May 6, 2010 to June 30, 2011. Presenter Patrick Gagne to receive \$24.00 per participant. Participant Fee: \$61.00. (P) First offered in 1987.

INTRODUCTION TO RIGHT BRAIN DRAWING, 14.0 hours, May 6, 2010 to June 30, 2011. Presenter Patrick Gagne to receive \$33.00 per participant. Participant Fee: \$78.00. (P) First offered in 2003.

FENG SHUI: THE ART OF CHINESE ENVIRONMENTAL DESIGN, 6.0 hours, May 6, 2010 to June 30, 2011.

Presenter Julia Gentry Johnson to receive \$28.00 per participant. Participant Fee: \$65.00. (P) First offered in 2006. INTRODUCTION TO HERBALISM, 6.0 hours, May 6, 2010 to June 30, 2011. Presenter Deborah Halvorson to receive \$26.00 per participant. Participant Fee: \$65.00. (P) First offered in 2005.

HATHA YOGA, 13.5 hours, May 6, 2010 to June 30, 2011. Presenter Nancy Hemp to receive \$37.00 per participant Participant Fee: \$86.00. (P) First offered in 1995.

BEGINNING GUITAR, 12.0 hours, May 6, 2010 to June 30, 2011. Presenter Tom Hernandez to receive \$43.00 per participant. Participant Fee: \$98.00 and \$15.00 Material Fee. (P) First offered in 2006.

BEGINNING GUITAR FOR CHILDREN (AGES 8-12), 12.0 hours, May 6, 2010 to June 30, 2011. Presenter Tom Hernandez to receive \$43.00 per participant. Participant Fee: \$98.00 and \$15.00 Material Fee. (P) First offered in 2004.

INTRODUCTION TO DIGITAL PHOTOGRAPHY, 12.0 hours, May 6, 2010 to June 30, 2011. Presenter Mary-Linn Hughes to receive \$40.00 per participant. Participant Fee: \$89.00 and \$5.00 Material Fee. (P) First offered in 2007.

INTRODUCTION TO eBAY, 8.0 hours, May 6, 2010 to June 30, 2011. Presenter Carl Johnson to receive \$45.00 per participant. Participant Fee: \$103.00. (P) First offered in 2006.

INTRODUCTION TO THE PERSONAL COMPUTER, 8.0 hours, May 6, 2010 to June 30, 2011. Presenter Carl Johnson to receive \$45.00 per participant. Participant Fee: \$103.00. (P) First offered in 1993.

BEGINNING DRUMS (AGES 9-16), 8.0 hours, May 6, 2010 to June 30, 2011. Presenter Diane Katz to receive \$29.00 per participant. Participant Fee: \$70.00. (P) First offered in 1996.

ARGENTINE TANGO, 12.0 hours, May 6, 2010 to June 30, 2011. Presenter Rita Kyselka to receive \$27.00 per participant. Participant Fee: \$66.00. (P) First offered in 2003.

SALSA, 12.0 hours, May 6, 2010 to June 30, 2011. Presenter Rita Kyselka to receive \$27.00 per participant. Participant Fee: \$66.00. (P) First offered in 2000.

WEST COAST SWING, 12.0 hours, May 6, 2010 to June 30, 2011. Presenter Rita Kyselka to receive \$27.00 per participant. Participant Fee: \$66.00. (P) First offered in 1987.

CRANIOSACRAL THERAPY: APPLICATION TO WOMEN, 6.0 hours, May 6, 2010 to June 30, 2011. Presenter Jill K. Mabry to receive \$29.50 per participant. Participant Fee: \$68.00 and \$18.00 Material Fee. (P) First offered in 2009.

INTRODUCTION TO CRANIOSACRAL THERAPY, 12.0 hours, May 6, 2010 to June 30, 2011. Participant Jill K. Mabry to receive \$58.00 per participant. Participant Fee: \$126.00 and \$25.00 Material Fee. (P) First offered in 2009.

PILATES, 8.0 hours, May 6, 2010 to June 30, 2011. Presenter Tamra McDearmon to receive \$24.00 per participant. Participant Fee: \$65.00. (P) First offered in 1995. COUPLES MASSAGE, 6.0 hours, May 6, 2010 to June 30, 2011. Presenter Kathleen Mondello to receive \$45.50 per couple. Participant Fee: \$99.00 per couple and \$6.00 Material Fee. (P) First offered in 2010.

HOLISTIC BODY THERAPIES CERTIFICATE PROGRAM, 100.0 hours, May 6, 2010 to June 30, 2011. Presenter Kathleen Mondello to receive \$267.00 per participant. Participant Fee: \$546.00 and \$40.00 Material Fee. (P) First offered in 1996.

HOLISTIC BODY THERAPIES INTERNSHIP PROGRAM, 25.0, 35.0, 65.0, and 100.0 hours, May 6, 2010 to June 30, 2011.

Presenter Kathleen Mondello to receive \$30 per participant for 25.0 hours, \$42.50 per participant for 35.0 hours, \$82.50 per participant for 65.0 hours and \$130.00 per participant for 100.0 hours. Participant Fee: \$70.00 for 25.0 hours, \$95.00 for 35.0 hours, \$175.00 for 65.0 hours, and \$270.00 for 100.0 hours. (P) First offered in 1999.

INTRODUCTION TO HAND, FOOT & EAR REFLEXOLOGY, 6.0 hours, May 6, 2010 to June 30, 2011. Presenter Kathleen Mondello to receive \$26.50 per participant. Participant Fee: \$62.00 and \$6.00 Material Fee. (P) First offered in 1993.

SWEDISH MASSAGE INTENSIVE, 6.0 HOURS, May 6, 2010 to June 30, 2011. Presenter Kathleen Mondello to receive \$30.50 per participant. Participant Fee: \$69.00 and \$6.00 Material Fee. (P) New offering.

WARM STONE MASSAGE THERAPY, 6.0 hours, May 6, 2010 to June 30, 2011. Presenter Kathleen Mondello to receive \$45.50 per participant. Participant Fee: \$99.00 and \$10.00 Material Fee. (P) First offered in 2005.

HOW TO BECOME A MYSTERY SHOPPER (AND OTHER FUN WAYS TO EARN MONEY), 4.0 hours. May 6, 2010 to June 30, 2011. Presenter Elaine Moran to receive \$26.00 per participant. Participant Fee: \$60.00 and \$20.00 Material Fee. (P) First offered in 2007.

MAC/PC BOOT CAMP: PHOTO MAGIC, 12.0 hours, May 6, 2010 to June 30, 2011. Presenter Bill Napoli to receive \$70.00 per participant. Participant Fee: \$149.00 and \$40.00 Material Fee. (P) First offered in 2005.

OUTLINING, GRAMMAR & COMPOSITION (GRADES 4-6), 8.0 hours, May 6, 2010 to June 30, 2011. Presenter Phyllis Neal to receive \$27.00 per participant. Participant Fee: \$67.00. (P) First offered in 2003.

COLOR PROFILE & BEAUTY MAKEOVER, 4.0 hours, May 6, 2010 to June 30, 2011. Presenter Betty Nethery to receive \$18.00 per participant. Participant Fee: \$44.00. (P) First offered in 2008.

HATHA YOGA, 12.0 hours, May 6, 2010 to June 30, 2011. Presenter Diane Pavesic to receive \$32.00 per participant. Participant Fee: \$76.00. (P) First offered in 1995.

MEDITATION & RELAXATION, 8.0 hours, May 6, 2010 to June 30, 2011. Presenter Diana Shakarian to receive \$26.00 per participant. Participant Fee: \$64.00. (P) First offered in 1996.

QIGONG: THE FIVE ANIMAL FROLICS, 12.0 hours, May 6, 2010 to June 30, 2011. Presenter Diana Shakarian to receive \$37.00 per participant. Participant Fee: \$86.00. (P) First offered in 2009. DESIGNER WORKSHOP, 32.0 hours, May 6, 2010 to June 30, 2011. Presenters Mark Snyder, Robb Westerkamp and Greg Wight to receive \$18/ea per participant. Participant Fee: \$120.00 and \$15.00 Material Fee. (P) New offering.

ORNATE COILED BASKETRY, 6.0 hours, May 6, 2010 to June 30, 2011. Presenter Nadine Spier to receive \$28.00 per participant. Participant Fee: \$64.00 and \$27.00 Material Fee. (P) First offered in 2008.

GOURD DECORATING & WOODBURNING, 6.0 hours, May 6, 2010 to June 30, 2011. Presenter Nadine Spier to receive \$28.00 per participant. Participant Fee: \$64.00 and \$15.00 Material Fee. (P) First offered in 2008.

BASIC BALLROOM DANCE, 16.0 hours, May 6, 2010 to June 30, 2011. Presenter Joseph Swallow to receive \$42.00 per participant Participant Fee: \$96.00. (P) First offered in 2004.

WEDDING "FIRST DANCE" PREPARATION WORKSHOP, 16.0 hours, May 6, 2010 to June 30, 2011. Presenter Joseph Swallow to receive \$42.00 per participant Participant Fee: \$96.00. (P) First offered in 2008.

INTRODUCTION TO CHAIR MASSAGE, 6.0 hours May 6, 2010 to June 30, 2011. Presenter Gretchen Thomas to receive \$27.00 per participant. Participant Fee: \$62.00 and \$5.00 Material Fee. (P) First offered in 2004.

INTRODUCTION TO SHIATSU, 15.0 hours, May 6, 2010 to June 30, 2011. Presenter Gretchen Thomas to receive \$55.00 per participant. Participant Fee: \$119.00 and \$5.00 Material Fee. (P) First offered in 2005.

INTRODUCTION TO HYPNOSIS, 12.0 hours, May 6, 2010 to June 30, 2011. Presenter Mary Titus to receive \$70.00 per participant. Participant Fee: \$155.00. (P) First offered in 2010.

REIKI, 12.0 hours, May 6, 2010 to June 30, 2011. Presenter Mary Titus to receive \$70.00 per participant. Participant Fee: \$153.00. (P) First offered in 2010.

MAGIC FOR KIDS (AGES 10-14), 9.0 hours, May 6, 2010 to June 30, 2011. Participant Frank Yee to receive \$27.00 per participant. Participant Fee: \$64.00 and \$15.00 Material Fee. (P) First offered in 1997.

Independent Contractors

ACTING FOR THE CAMERA, 12.0 hours, May 6, 2010 to June 30, 2011. Presenter Robert Conrad and Acting Express Productions Staff to receive \$72.00 per participant. Participant Fee: \$155.00 and \$3.00 Material Fee. (P) First offered in 2009.

MUSICAL THEATER WORKSHOP (AGES 8-14), 6.0 hours, May 6, 2010 to June 30, 2011. Presenter Robert Conrad and Acting Express Productions Staff to receive \$33.00 per participant. Participant Fee: \$77.00 and \$5.00 Material Fee. (P) First offered in 2009.

ONCOLOGY MASSAGE WORKSHOP, 14.0 hours, May 6, 2010 to June 30, 2011. Presenter Johnnette du Rand of Greet The Day to receive \$154.50 per participant for general participants and \$117.00 per participant for current GWC massage participants or nursing students. Participant Fee: \$325.00/General and \$250.00/Current GWC massage participant or nursing student. (P) New offering. INTERACTIVE ONLINE COMPUTER WORKSHOPS: (Over 100 workshops offered), 24.0 hours, May 6, 2010 to June 30, 2011.

Presenter Education To Go to receive \$60.00 per participant, and \$85.00 per participant, and \$125.00 per participant.

Participant Fee: \$98.00 and \$121.00 and \$165.00 per workshop. (P) First offered in 1998.

ONLINE CAREER TRAINING PROGRAMS (Over 100 workshops offered), 12.0 to 700.0 hours, May 6, 2010 to June 30, 2011.

Presenter Gatlin Education Services to receive \$495.00 to \$5,095.00 per participant. Participant Fee: \$595.00 to \$5,595.00 per workshop. (P) First offered in 2010.

SAT PREP SEMINAR, 25 hours, May 6, 2010 to June 30, 2011. Presenter Ivy West Educational Services to receive \$225.00 per participant. Participant Fee: \$285.00. (P) First offered in 1996.

ADVANCED MEDICAL INSURANCE BILLING, 5.5 hours, May 6, 2010 to June 30, 2011. Presenter Kristina Hernandez of KGP Consulting, LLC to receive \$39.50 per participant. Participant Fee: \$88.00 and \$39.00 Material Fee. (P) First offered in 2006.

INTRODUCTION TO MEDICAL INSURANCE BILLING, 13.0 hours, May 6, 2010 to June 30, 2011. Presenter Kristina Hernandez of KGP Consulting, LLC to receive \$56.00 per participant. Participant Fee: \$121.00 and \$69.00 Material Fee. (P) First offered in 2005.

START A MEDICAL BILLING SERVICE, 2.75 hours, May 6, 2010 to June 30, 2011. Presenter Kristina Hernandez of KGP Consulting, LLC to receive \$28.50 per participant. Participant Fee: \$65.00 and \$29.00 Material Fee. (P) First offered in 2009.

WORKERS' COMPENSATION AND PERSONAL INJURY BILLING, 5.5 hours, May 6, 2010 to June 30, 2011.

Presenter Kristina Hernandez of KGP Consulting, LLC to receive \$39.50 per participant. Participant Fee: \$88.00 and \$39.00 Material Fee. (P) First offered in 2006.

LET'S SPELL IT RIGHT (AGES 8-14), 6.0 hours, May 6, 2010 to June 30, 2011. Presenter The Memory School to receive \$22.00 per participant. Participant Fee: \$53.00. (P) First offered in 1996.

MEMORY POWER & STUDY SKILLS (AGES 9-17), 3.0 hours, May 6, 2010 to June 30, 2011. Presenter The Memory School to receive \$14.00 per participant. Participant Fee: \$36.00 and an optional \$7.00 Material Fee. (P) First offered in 1987.

SPEED SPANISH I, 10.0 hours, May 6, 2010 to June 30, 2011. Presenter The Memory School to receive \$23.50 per participant. Participant Fee: \$59.00. (P) First offered in 1984.

BECOME A CERTIFIED LOAN SIGNING AGENT - BUILD YOUR OWN NOTARY SIGNING BUSINESS, 6.0 hours, May 6, 2010 to June 30, 2011. Presenter Notary Public Seminars to receive \$42.00 per participant. Participant Fee: \$99.00 and \$60.00 Material Fee. (P) First offered in 2003.

BECOME A NOTARY PUBLIC IN ONE DAY (EXAM PREPARATION) FIRST TIME NOTARIES, 7.0 hours, May 6, 2010 to June 30, 2011.

Presenter Notary Public Seminars to receive \$40.50 per participant.

Participant Fee: \$89.00 and \$30.00 Material Fee. (P) First offered in 1995

The Official California State Notary Public Exam will be administered immediately following the preparation program for those who wish to take it at that time.

BECOME A NOTARY PUBLIC IN ONE DAY (EXAM PREPARATION) RENEWING NOTARIES, 3.5 hours, May 6, 2010 to June 30, 2011. Presenter Notary Public Seminars to receive \$21.00 per participant. Participant Fee: \$50.00 and \$30.00 Material Fee. (P) First offered in 2009 The Official California State Notary Public Exam will be administered immediately following the preparation program for those who wish to take it at that time.

KIDS & MONEY (AGES 12-16), 6.0 hours. May 6, 2010 to June 30, 2011. Presenter Barbie Stowell, waives fee. Participant Fee: \$55.00. (Presenter waives fee) First offered in 2009.

PICTURE FRAMING FOR BEGINNERS, 5.5 hours, May 6, 2010 to June 30, 2011. Presenter Susan Unoura to receive \$24.00 per participant. Participant Fee: \$56.00 and \$45.00 Material fee. (P) First offered in 2005.

Special Events

GOLD KEY CARD PROGRAM available to persons 60 years or older. Gold Key Card entitles senior citizens to a reduced rate at designated events as well as free parking in student stalls on campus. Participant Fee: \$10.00 for an annual card. Effective June 1, 2010 to June 30, 2011.

GOLDEN WEST COLLEGE SWAP MEET to be held every Saturday and Sunday in the Golden West Street and Edinger Avenue parking lots. Advance reservation spaces: \$35 per space through June 2010 spaces and \$40 per space effective July 2010 spaces; Same day sales spaces: \$40 per space through June 2010 spaces and \$45 per space effective July 2010 spaces; Advance reservation spaces at end of rows (sold as a pair only): \$80/2 spaces through June 2010 spaces and \$90/2 spaces effective July 2010 spaces; Same day sales spaces at end of rows (sold as a pair only): \$90/2 spaces through June 2010 spaces and \$100/2 spaces effective July 2010 spaces; Food Vendors: \$35-\$175 per space; Deli trucks: \$75-\$450 per truck. First offered in 1979.

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 Agendal/tem

 Agendal/tem

 3.03.20 Authorization for Sailing Program - Orange Coast College

 Meeting:
 05/05/2010 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Action (Consent)

 Public Access: Yes
 Yes

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 May 6, 2010 – June 30, 2011. The presenters will be paid at a fixed rate or percentage of income based on actual enrollment. Instructor fees will be charged against individual ticket budget numbers and paid from Sailing Center funds. (P)=percentage and (F) =flat rate.

PROFESSIONAL EXPERTS

COAST CREW SUMMER CAMP, Fee \$750, 3 weeks, 60 hours PRESENTERS: Matthew Chapman, David Grant, Paul Prioleau, Robert Dalrymple (F)

REVISIONS TO PREVIOUS BOARD

LIDO 14 CLASSES AT-RISK CHILDREN'S BOATING SAFETY PROGRAM, No fee to participants, funded by a grant from State of California, Department of Boating and Waterways, 14 to 20 hours BEGINNING SAILING, Fee \$139, 20 hours INTERMEDIATE LIDO, Fee \$145, 18 hours PARENT AND CHILD SAILING LESSONS, Fee \$55, 8 hours PRIVATE LESSONS LIDO, Fee \$180, 3 hours OCC SA CHECK-OUT, Fee \$100, 2 hours AFTER SCHOOL SAILING, Fee \$99, 10 hours HOLIDAY SAILING CAMPS FOR KIDS, Fee \$175, 20 hours

ADD PRESENTER: Erin Kincaid (F) (Prior approval 1/20/10)

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	3.03.21 Authorization for Cor	nmunity Ac	tivities -	Coastlin	e Commu	nity College	
Meeting:	05/05/2010 Regular Meeting			1			
Dategory:	3. Consent Calendar	1 - A					
\genda Type	Action (Consent)						
Public Acces	· · · · ·						

3.03.21 Authorization for Community Activities - Coastline Community College

Community Services Activities – Coastline Community College

After review by the Interim College President and District Risk Services, it is recommended by the Chancellor that the Board approve the following non-ADA generating Community Services activities, seminars, workshops, lecture series and/or cultural events and for appointment of lecturers and presenters as indicated at Coastline Community College. It is further recommended that the Board President, or designee, be authorized to sign any applicable agreements.

The following not-for-credit programs will be offered during the period of July 1, 2010 – June 30, 2011. Payment to presenter will be based on a negotiated fixed rate (F) or percentage of income based on course enrollment (P).

Independent Contractor

Art Gallery Summer 2010 Workshop: Master Class in Watercolor: Open Studio with George James; July 19-23, 2010; 32 hours total; George R. James, to be paid a negotiated fixed rate (F) of \$2,500. Classes to be held at the Coastline Art Gallery. Dean Tom Snyder shall be the administrator in charge. Participant fee: \$405 Art Gallery Circle Members; \$450 General Public. Total expenses NTE \$2,500 and will be paid from participant fees.

Additional/Administrative Content

ອາວາລາວປວກປີ//20/2010 ອາດີ 20/00// Mby ອາດາວເອກັດ ໃນອາດາວເອກັດ ໃນ 20/2010 ມີສູງ ອີກເຮົາສະບັດດາວ ອີກ 🗧 👘 👘 👘 👘 👘

3.04 Personnel Items Meeting: 05/05/2010 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 Changes in Salary Schedules

3.04.04 Authorization for Schedule Changes, Classified Staff

3.04.05 Authorization for Professional Experts



Automa Automation and Automation

Beaterie w2/MiZOWARCHZERHUNG/2020BAR ussignations/2020AD J/2020BAR

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:

Classified

<u>Name</u> Yoshii, Michiye Title Workforce Specialist

Effective Date 04/30/10

<u>Action</u>

Resign

3.04.02 Authorization for Leaves of Absence

Loc

CCC

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

Classified

Tran, Tuongvan, OCC, Accounting Specialist, LOA/wop under the Family and Medical Leave Act of 1993, for the period 05/14/10 to 05/23/10, not to exceed the equivalent of 12 weeks in a 12 month period.

3.04.03 Authorization for Changes in Salary Schedules

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

<u>Classification</u>	<u>Range</u>	<u>Changes</u>	
Classified Management			C
Coordinator, Accessibility Center for Education (ACE)	G-16	Add to schedule effective 05/06/10	C

3.04.04 Authorization for Schedule Changes, Classified Staff

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

Permanent Schedule Changes

<u>Name</u> Funk, Karen Keyser, Nancy Thomas, Carolyn *Pre-retirement reduc	Loc GWC OCC OCC ed load.	<u>Title</u> Student Activities Asst Adm & Rec Tech I Adm & Rec Tech II	<u>From</u> 11 mo 95% 100%	<u>To</u> 12 m 80%* 60%*	06/06/1	0 E-44-05 0 E-42-05
Temporary Schedule Changes						
<u>Name</u> Nanez, Dennis	<u>Loc</u> GWC	<u>Title</u> Receptionist	<u>From</u> 40%	<u>To</u> HOC*	<u>Start Date</u> 05/06/10	<u>End Date</u> 06/30/10

*Hours over contract.

3.04.05 Authorization for Professional Experts

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

Professional Experts over \$10,000.00

<u>Jacobs, Pilar</u>, CCC, to provide Loan, Finance and Business Plan Development for the Orange County One-Stop Center Rapid Response Project serving small business, for the period 05/06/10 to 08/05/10, to be paid by timecard at \$100.00 per unit, 17 units per week for 12 weeks, compensation to be \$20,400.00.

Other Professional Experts

<u>Brooks, Lynell</u>, OCC, to serve as consultant for OCC Commencement Ceremony prior to and during the ceremony, for the period 05/01/10 to 05/28/10, to be paid \$100.00 per unit, 1.5 units per week for 4 weeks, compensation to be \$600.00.

<u>Corona, Marcia</u>, OCC, to articulate high school and community college courses for students, for the period 05/06/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, from Tech Prep District Funds, 100 units per week for 2 weeks, compensation to be \$200.00.

<u>Nieman, Michelle J.</u>, CCC, to revise the Student Guide for Cultural Anthropology Project, for the period 05/06/10 to 07/09/10, to be paid by timecard at \$100.00 per unit, 4.53 units per week for 10 weeks, compensation to be \$4,530.00.

Sta Ana, Christine, CCC, to sing at Coastline's Graduation Ceremony, for the period 05/15/10 to 05/22/10, to be paid by timecard at \$10.00 per unit, 35 units per week for 1 week, compensation to be \$350.00.

<u>Ward, Jason</u>, CCC, to serve as the Administrative Liaison for Contract Education CCC Education Bound U. S. (CCC E BUS) Program, for the period 05/06/10 to 06/30/10, to be paid by timecard at \$10.00 per unit, 87.5 units per week for 8 weeks, compensation to be \$7,000.00.

Revision to Previous Board Action

<u>Carpenter, William</u>, DIST, to complete the development of the District-wide Degree Audit Project, for the period 12/31/09 to 05/30/10, to be paid by timecard at \$100.00 per unit, 8.75 units per week for 20 weeks, additional compensation to be \$2,500.00.

	3.05 A	DDITIONAL PERSONNEL	TEMS	Agendallem
Meeting: Category:	05/05/2010 Regular Meeting 3. Consent Calendar			
Agenda Type: Public Access	Information			
Agendatiem				

3.05 ADDITIONAL PERSONNEL ITEMS

Additional Administrative Content

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 3.05.01 Authorization for Independent Contractors - Coastline Community College

 Meeting:
 05/05/2010 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Action (Consent)

 Public Access: Yes
 Agendalitem 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

IC Name: Tang, Yong

Services: Review final lessons of the student guide for the Anatomy & Physiology telecourse Payment Schedule/Compensation: 14 lessons @ \$125/lesson; total revised contract amount \$12,400 (Revision is to increase assignment and contract amount by \$1,750. Prior Board Approval: 6/17/09) Term of Agreement: May 6, 2010 – June 30, 2010

Source of Funding: Funds received in support of this project

UNDER \$10,000

IC Name: Denise Cusano Instructional Design, Inc.

Services: To perform services in support of the Technology-based Learning Initiative Grant including recruitment of subject matter experts; coordinating SME assignments; develop storyboards; coordinate reviews, testing and revisions of prototypes; develop prototypes for participant guides; and project manager for grant.

Payment Schedule/Compensation: \$75/hour paid monthly; NTE \$43,785

Term of Agreement: July 1, 2009 – June 30, 2010 (Revision is to change start date to July 1, 2009. Prior Board Approval: 11/04/09)

Source of Funding: WIA Technology-based Learning Initiative

IC Name: James, George R.

Services: Workshop instructor and lecturer "Master Class in Watercolor: Open Studio with George James" Payment Schedule/Compensation: \$2,500 Term of Agreement: July 19-23, 2010

Source of Funding: Community Service Account for Summer Art Workshop

IC Name: Leighton, Julia

Services: Proofing for various documents in the Instructional Systems Development Department Payment Schedule/Compensation: \$50/hour upon receipt of invoice, total contract amount \$2,000 Term of Agreement: May 6, 2010 – June 30, 2010 Source of Funding: ISD Ancillary Marketing Department

IC Name: Davis, Mary Ellen

Services: Serving as an academic advisor for a national advisory committee for the development of the new Statistics telecourses to review two additional scripts for Lessons 3 and 23

Payment Schedule/Compensation: 2 scripts @ \$75/script; total revised contract amount \$300 (Revision is to increase assignment and contract amount by \$150. Prior Board Approval: 4/7/10)

Term of Agreement: May 6, 2010 – June 30, 2010

Source of Funding: Funds received in support of this project

IC Name: Gardiner, Gregory

Services: Developing and writing Geology lab and manual; selecting appropriate examples for National Parks and content-edit sidebars for the Geology textbook; copy-edit, restructure (according to content outline), rename figure numbers, and format files so that they are ready for layout for ten chapters for the Geology textbook.

Payment Schedule/Compensation: Developing and writing Geology lab and manual for 15 lessons @ \$350/lesson; content-edit 30 sidebars @ \$100/sidebar for the Geology textbook; copy-edit, restructure, rename figure numbers, and format files for 10 chapters @ \$75/chapter for the Geology textbook; total contract \$9,000

Term of Agreement: May 6, 2010 – June 30, 2010 Source of Funding: Funds received in support of this project

IC Name: Zweig, Maureen

Services: To revise the Cultural Anthropology student guide and test bank Payment Schedule/Compensation: 3 lessons @\$150/lesson, for a total contract of \$450 Term of Agreement: May 6, 2010 – June 30, 2010 Source of Funding: Funds received in support of this project

IC Name: Zweig, Maureen

Services: To revise the General Anthropology student guide and test bank Payment Schedule/Compensation: 27 lessons @\$150/lesson, for a total contract of \$4,050 Term of Agreement: May 6, 2010 – June 30, 2010 Source of Funding: Funds received in support of this project

IC Name: Light, Linda

Services: To revise the student guide and test bank lessons for the Cultural Anthropology video course Payment Schedule/Compensation: 7 lessons @\$150/lesson, for a total contract of \$1050 Term of Agreement: May 6, 2010 – June 30, 2010 Source of Funding: Funds received in support of this project

IC Name: Accardi, Millicent

Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10) SOW #2010-12, Maintenance Planning and Scheduling – Phase 1 Payment Schedule/Compensation: \$520 invoiced upon completion of project Term of Agreement: May 6, 2010 – June 30, 2010 Source of Funding: Funds received from Chevron in support of this project

IC Name: Denise Cusano Instructional Design, Inc. Services: Instructional design services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2010-12, Maintenance Planning & Scheduling- Phase 1; #2010-13, PTEC Phase IV; #2010-14, Scott Air Pak Console Model Payment Schedule/Compensation: \$5,975 invoiced upon completion of project Term of Agreement: May 6, 2010 – June 30, 2010 Source of Funding: Funds received from Chevron in support of this project

IC Name: Ryther, Susan

Services: Provide instructional design services for the Chevron Products Company Master Services

Agreement (Board approved: 2/3/10) SOW #2010-12, Maintenance Planning & Scheduling – Phase 1 Payment Schedule/Compensation: \$6,500 invoiced upon completion of project Term of Agreement: May 6, 2010 – June 30, 2010 Source of Funding: Funds received from Chevron in support of this project

IC Name: Smemoe, Kristie

Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board approved: 2/3/10) SOW #2010-13, PTEC Phase IV

Payment Schedule/Compensation: \$3,600 invoiced upon completion of project Term of Agreement: May 6, 2010 – June 30, 2010

Source of Funding: Funds received from Chevron in support of this project

IC Name: Megill, David

Services: Instructional design and programming for 6 online courses distributed by Coast Learning Systems

Payment Schedule/Compensation: \$500 per course upon completion; total contract amount \$3000 Term of Agreement: July 1, 2010 – June 30, 2011

Source of Funding: ISD escrow account to support this project

IC Name: Megili, Donald

Services: Instructional design and programming for 6 online courses distributed by Coast Learning Systems

Payment Schedule/Compensation: \$500 per course upon completion; total contract amount \$3000 Term of Agreement: July 1, 2010 – June 30, 2011

Source of Funding: ISD escrow account to support this project

IC Name: Curtner, Danielle

Services: Provide Friday evening, Saturday, and Sunday help desk response for online courses licensed by Coast Learning Systems

Payment Schedule/Compensation: \$12 per hour with a maximum 5 hours per week prearranged and approved by the Director of Marketing and Partnerships. Total contract amount \$1500 Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: ISD ancillary funds

IC Name: Ridley, Gabrielle

Services: Provide Friday evening, Saturday, and Sunday help desk response for online courses licensed by Coast Learning Systems

Payment Schedule/Compensation: \$12 per hour with a maximum 5 hours per week prearranged and approved by the Director of Marketing and Partnerships. Total contract amount \$1500 Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: ISD ancillary funds

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Auditional Administrative Content

	Agendalltem
	3.05.02 Authorization for Independent Contractors - Golden West College
Meeting:	05/05/2010 Regular Meeting
Category:	3. Consent Calendar
Agenda Type	Contraction Contraction
Public Acces	s: Yes
Acendallem	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

IC Name: Bedsworth, William Services: Preparation and presentation of Legal Updates and P.O.S.T. Case Law Payment Schedule/Compensation: \$15,000, to be paid \$450 per segment Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: NMC Auxiliary funds

IC Name: McNerney, Daniel Services: Preparation and presentation for Legal Updates and P.O.S.T. Case Law Payment Schedule/Compensation: \$15,000, to be paid \$450 per segment Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: NMC Auxiliary funds

IC Name: Rutledge, Devallis Services: Preparation and presentation for 2010-2011 Legal Updates Payment Schedule/Compensation: \$15,000, to be paid \$450 per segment Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: NMC Auxiliary funds

IC Name: Whyte, Scott Services: Provide liaison service for panel members, assist coordinator and distribute information, class presenter. Payment Schedule/Compensation: Monthly pay schedule/ \$38.00 an hour NTE \$20,000. (Revision is to add class presenter services and to increase the total compensation from \$12,000 to \$20,000. Prior Board approval: January 20, 2010.) Term of Agreement: July 1, 2009 – June 30, 2010 Source of Funding: Mental Health Grant

UNDER \$10,000

IC Name: Sierra, Gustavo Services: Develop landscape design for Nursing Meditation Garden Payment Schedule/Compensation: \$5,000, to be paid 2 payments of \$2,500 Term of Agreement: May 6, – June 30, 2010 Source of Funding: Nursing Meditation Garden funds

IC Name: Hoffman, Cheri

Services: Balloon decorations for Nursing Completion Ceremony Payment Schedule/Compensation: \$419, to be paid per invoice upon completion of project Term of Agreement: May 27, 2010 Source of Funding: Foundation Account funds

IC Name: See below Services: Performers at GWC Spring Music Concert Payment Schedule/Compensation: \$300 per performer for a total of \$900, to be paid upon completion Term of Agreement: May 15, 2010 Source of Funding: Choral Foundation Fund and Music/Choral Trust funds.

Zusman, Shanon Paul Wang, Amy Feldman, Susan

IC Name: Llamas, Juan Carlos Services: Breakdancer performer for Chicano/Latino College Day Payment Schedule/Compensation: \$250, to be paid at the conclusion of the event Term of Agreement: April 23, 2010 Source of Funding: Associated Students of CCC funds

IC Name: MarCom:Interactive Services: Creation of capital campaign materials for the new Learning Resource Center Payment Schedule/Compensation: \$2,500, to be paid in two payments of \$1,250 Term of Agreement: May 6, 2010 – June 30, 2010 Source of Funding: Foundation Capital Campaign funds

IC Name: Garcia, Ba'ac Services: Native American dancing at "A Night of the Arts" Payment Schedule/Compensation: \$150, to be paid upon completion Term of Agreement: April 9, 2010 Source of Funding: Associated Students funds

IC Name: Villaire, Hailey Services: Vocal performance at "A Night of the Arts" Payment Schedule/Compensation: : \$200, to be paid upon completion Term of Agreement: April 9, 2010 Source of Funding: Associated Students funds

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3.05.03 Authorization for Inc	lependent	Contracto	rs - Orar	nge Coast	College	
leeting: 05/05/2010 Regular Meeting	· · ·	`		T ·	. – .	
ategory: 3. Consent Calendar						
genda Type: Action (Consent)						
ublic Access: Yes	·					

3.05.03 Authorization for Independent Contractors -Orange Coast College

NONE

Additional/Administrative Content

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 Agendailtem Contractors - District

 Meeting:
 05/05/2010 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Action (Consent)

 Public Access:
 Yes

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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

UNDER \$10,000

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

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

Certified Transportation Services, Inc. 1038 North Custer Street Santa Ana, CA 92701

Main Electrict Supply Co. 2691 Richter Ave, Suite 118 Irvine, CA 92602

Aztec Technology Corp. 2550 S. Santa Fe Avenue Vista, CA 92084

Hidden Valley Moving and Storage Inc. 1222 E Howell Avenue Anaheim CA 92805

Action Door Controls 2111 Iowa Avenue Suite L Riverside CA 92507

Contract Services Group Inc. 480 Capricorn Brea CA 92822

Scoellerman/PACE Inc. dba: Best Air Control 1601 W Rosecrans Avenue Gardena CA 90249 JK Miklin Inc. dba Yamada Enterprises 16552 Burke Lane Huntington Beach Ca 92647

Felton Buckley Financial Corp. dba Associates Purchasing 10351 Santa Monica Bivd #310 Los Angeles CA 90025

Scholten Roofing Service 23401 Madero Suite C Mission Viejo CA 92691

Commercial Relocation Company 16321 Gothard Street Unit G Huntington Beach CA 92647

T and D Communications, Inc 500 Harrington Street, C-2 Corona, CA 92880

Additional Administrative Content

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 3.05.05 Authorization for Professional Development Program

 Meeting:
 05/05/2010 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Action (Consent)

 Public Access: Yes
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3.05.05 Authorization for Professional Development Program

NONE

Additional Administrative Content:

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 3.05.06 Authorization for Staff Development - Coastline Community College

 Meeting:
 05/05/2010 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Action (Consent)

 Public Access: Yes
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3.05.06 Authorization for Staff Development -Coastline Community College

NONE

Additional Administrative Content

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Acencellan 3.05.07 Authorization for Staff Development - Golden West College Meeting: 05/05/2010 Regular Meeting Category: 3. Consent Calendar Agenda Type: Action Public Access: Yes ArendallemContente

3.05.07 Authorization for Staff Development - Golden West College

Thompson, Dwayne, Associate Dean, Institutional Research & Planning, to attend Data & Decisions Academy (online), through the Association for Institutional Research, April 25 - July 5, 2010. Reimbursement of \$400 for tuition to be paid from Management Professional and Staff Development funds.

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No. No.

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 3.05.08 Authorization for Staff Development - Orange Coast College

 Meeting:
 05/05/2010 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

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 3.05.09 Authorization for Staff Development - District

 Meeting:
 05/05/2010 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Action (Consent)

 Public Access: Yes
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3.05.09 Authorization for Staff Development - District

NONE

Additional Administrative Content

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3.06 FINANCIAL APPROVALS

Meeting:05/05/2010 Regular MeetingCategory:3. Consent CalendarAgenda Type:InformationPublic Access:Yes

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3.06 Financial Approvals

Additional Administrative Content

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 Meeting: 05/05/2010 Regular Meeting

 Category: 3. Consent Calendar

 Agenda Type:
 Action (Consent)

 Public Access: Yes
 Agendalitem Gontent



3.06.01 Approval of Purchase Orders PurchaseOrderDIST.pdf

Additional/Administrative Content

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PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0319836	Mobile Modular Management Corp	OCC-GB	6252	1,412,793.00
F0319030	Temporary Swing Space Lease (GOB) Board Date: 04/07/10	000-98	0232	1,412,793.00
P0319838	Yamada Enterprises GWC LRC book shelving (GOB) Board Date: 04/07/10	GWC-GB	6411	189,364.31
P0319831	TouchNet Information Systems Inc District wide renewal of financial automation software. Board Date: 03/03/10	DIS	5638	73,030.00
P0319844		DIS	5638	45,600.00
P0319797	Denise Cusano Instructional Design Inc IC for R&D in support of Technology Based Learning Initiative (TBLI) grant.	CCC	5112	43,785.00
P0319871	GTC Systems McAfee Anti-virus hardware, software and maintenance	DIS	5638	29,707.02
P0319837	Psomas ABC Bldg engineering service for sewage lift station analysis (GOB) Board: 04/07/10	OCC-GB	6202	22,730.00
P0319825	ATI/Assessment Technology Institute Open PQ for Nursing textbooks	GWC	4312	22,644.33
P0319859	Community College League of Calif Database subscriptions	GWC	5306	18,080.00
P0319780	Dell Higher Education Computer server for District Information Technology	DIS	5699	17,432.59
P0319798 、	Making Connections 6 Electronic modules for Tech Prep Regional Coordination Project. Board Date: 07/15/09	000	5899	16,000.00
P0319753	En Pointe Technologies Inc Maintenance renewal of anti-virus software	GWC	5638	15,912.87
P0319782	Computerland of Silicon Valley Windows, SQL servers and Sharepoint 2010	DIS	5699	14,852.02
P0319835	VQS Enterprises Inc Printing of 2010/2011 College Catalogs	000	4321	12,236.66
P0319899	B & P Services Inc	OCC-GB	6250	9,980.00
P0319893	Innovation Wireless LLC	OCC-GB	6250	9,965.58
P0319892	B & P Services Inc	OCC-GB	6250	9,965.00
P0319801	Digital Networks Group Inc	000	6402	8,972.98
P0319880	Community Lock & Safe Service	GWC	4312	8,896.00
P0319845	UPS Protection	DIS	5638	8,799.00
P0319874	Data Fusion Technologies Inc	000	5699	8,295.00
P0319826	SMS Systems Maintenance Services Inc	GWC	5638	7,603.20
P0319751	Pacific Blue Micro	GWC	5899	7,050.00
P0319784	Graphic Edge	OCC	5899	7,035.00

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P0319895	ACCT	DIS	5320	7,027.00
P0319794	State of CA-Military Dept	CCC	5899	6,000.00
P0319761	Gavilan College	CCC	5899	5,000.00
P0319807	OC Wholesale Flowers	GWC	4312	5,000.00
P0319804	SIGMAnet Inc	OCC	5638	4,916.00
P0319754	West Coast Technology	GWC	5638	4,750.00
P0319802	Altaware Inc	000	5638	4,675.40
P0319866	Infinity Designs	CCC	4321	4,534.88
P0319791	Spartan Tool LLC	CCC	6411	4,437.09
P0319868	Enterprise Training Solutions	OCC	5897	3,950.00
P0319773	HealthPromotionsNow	DIS-GB	5899	3,942.46
P0319847	Sehi Computer Products Inc	CCC	4312	3,941.47
P0319843	Computerland of Silicon Valley	DIS	5699	3,700.00
P0319865	CCCISD	CCC	5899	3,500.00
P0319774	Pathways Health Promotion	DIS	5306	3,475.00
P0319790	Whitt, Kimberly	CCC	5112	3,000.00
P0319800	Thyssenkrupp Elevator	GWC	5650	2,999.00
P0319783	Synegi Inc	DIS	5699	2,974.32
P0319813	VWR International Inc	GWC	4312	2,940.00
P0319879	GWC Bookstore	GWC	4315	2,836.42
P0319816	ATI/Assessment Technology Institute	GWC	4312	2,718.75
P0319850	Office Depot	CCC	4312	2,504.38
P0319822	Ayres Hotel & Suites	DIS	5899	2,500.00
P0319823	Ayres Hotel & Suites	DIS	5899	2,500.00
P0319786	Sehi Computer Products Inc	000	4312	2,463.30
P0319817	Haz Party Rentals	GWC	5682	2,399.96
P0319805	SIGMAnet Inc	OCC	5638	2,395.00
P0319860	ThreeForks Inc	CCC	5899	2,384.31
P0319769	Psychological Corp	000	4312	2,354.38
P0319750	Systems Technology Associates Inc	GWC	5899	2,112.00
P0319759	Pocket Nurse	GWC	4312	2,000.00
P0319809	Pocket Nurse	GWC	4312	2,000.00
P0319864	Infinity Designs	CCC	4321	1,957.50
P0319760	Home Depot	GWC	4312	1,803.00
P0319819	Linden Lab	CCC	5899	1,770.00
P0319765	Fisher Scientific	CCC	4312	1,685.37
P0319806	UCMI Inc	CCC	5899	1,600.00
P0319788	Sehi Computer Products Inc	OCC	4312	1,349.40
P0319870	ROI Networks Inc	DIS	5638	1,335.45
P0319867	Harland Technology Services	CCC	5638	1,287.00
P0319814	TIFCO Industries Inc	GWC	4312	1,265.83
P0319762	Awards & Trophies Co	CCC	5899	1,186.88
P0319856	Benner Metals Corp	000	4312	1,156.00
P0319833	Dell Higher Education	000	4312	1,116.44
P0319886	Marianna Inc	GWC	4312	1,092.99
P0319846	Tangram	GWC	4312	1,029.01
P0319793	Halo Branded Solutions	CCC	5899	1,005.85
P0319772	Office Depot	GWC	4312	1,000.00
P0319824	Daily Pilot	OCC	5850	1,000.00
			0000	1,000.00

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Purchase Orders

P0319771	Anixter	DIS	4315	987.74
P0319776	Weight Watchers North America Inc	DIS	5899	936.00
P0319853	Aircraft Spruce & Specialty Co	000	4312	921.83
P0319818	Art Supply Warehouse	GWC	4312	900.00
P0319820	Amer Bar Assn	CCC	5320	900.00
P0319821	ARS Enterprises	CCC	5638	891.80
P0319854	ID Card Technology Corp	OCC	4312	888.03
P0319796	Hoover Printing & Lithography Inc	DIS	4321	780.83
P0319883	NCS Pearson Inc	000	4312	778.65
P0319792	Amtech Elevator Services	CCC	5655	750.00
P0319885	Omnimusic	GWC	5699	742.50
P0319815	TIFCO Industries Inc	GWC	4312	730.01
P0319803	Guardian Power Protection Services Inc	000	5657	701.01
P0319857	JW Pepper & Son Inc	GWC	4312	700.00
P0319881	GWC Bookstore	GWC	7605	678.33
P0319876	Office Depot	GWC	4315	665.70
P0319855	Aircraft Spruce & Specialty Co	000	4312	659.27
P0319887	Marianna Inc	GWC	4312	635.30
P0319897	Western Graphics Plus	DIS	4312	606.53
P0319811	Suplay.com	GWC	4312	604.99
P0319763	Awards & Trophies Co	CCC	5899	590.36
P0319882	Tequipment.Net	GWC	4312	566.32
P0319875	Xerox Corp	CCC	4312	565.50
P0319795	Amer Time & Signal Co	000	4312	560.95
P0319900	Dell Higher Education	OCC	4315	506.50
P0319829	CCIE	DIS	5320	500.00
P0319834	CCC Bookstore	CCC	4312	500.00
P0319842	Comprehensive Control Systems Inc	GWC	5657	500.00
P0319891	Awards & Trophies Co	CCC	5899	499.54
P0319877	CDWG	CCC	4315	486.51
P0319752	Technology Integration Group	SB	4315	482.60
P0319840	Office Depot	CCC	4312	450.00
P0319766	Flinn Scientific Inc	CCC	4312	442.55
	ROI Networks Inc	DIS	5638	440.44
P0319858	Scantron Corp	CCC	4312	437.14
P0319849	CDWG	CCC	4401	419.76
P0319781	Sehi Computer Products Inc	DIS	4312	413.66
P0319812	Island Florals	GWC	4312	400.00
P0319832	Reliant Technology LLC	000	4315	380.63
P0319848	SoCal Office Technologies Inc	OCC	5638	351.84
P0319888	Marianna Inc	GWC	4312	345.31
P0319902	Dell Higher Education	OCC	4312	343.85
P0319851	Riverside Publishing Co	000	4312	319.44
P0319828	AAWCC	DIS	5320	300.00
P0319768	Computerland of Silicon Valley	CCC	5899	294.71
P0319878	Office Depot	GWC	4312	294.47
P0319787	Office Depot	0000	4312	254.47 271.86
P0319808	Gold Coast Awards Inc	GWC	4312	251.36
P0319810	3-D Fasteners Plus Inc	GWC	5657	250.00
1 00 100 10		GWU	5057	200.00

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P0319872	Dell Higher Education	GWC	4315	245.49
P0319852	Aguinaga Green Inc	000	4312	217.50
P0319778	Office Depot	DIS	4312	214.54
P0319770	Graybar Electric	000	4312	206.84
P0319767	Fisher Scientific	CCC	4312	206.59
P0319749	Dell Higher Education	000	4315	198.47
P0319890	Sparkletts	CCC	4312	180.00
P0319785	Numerical Control Services	220	5657	177.19
P0319830	Dell Higher Education	220	4312	171.92
P0319863	Phoenix Learning Group Inc	CCC	4312	139.46
P0319901	Sehi Computer Products Inc	DIS	4312	135.23
P0319898	Capitol Enquiry	DIS	5306	131.28
P0319775	Time Clock Sales & Service Co Inc	DIS	5638	128.00
P0319755	GovConnection Inc	DIS	4315	117.34
P0319764	Awards & Trophies Co	CCC	5899	106.03
P0319841	Amer Council on Education	OCC	4285	96.98
P0319873	Sehi Computer Products Inc	DIS	4312	92.17
P0319799	Sehi Computer Products Inc	DIS	4312	87.53
P0319861	Dialect Accent Specialists Inc	CCC	4312	78.17
P0319839	Office Depot	GWC	4312	74.49
P0319777	Office Depot	CCC	4312	67.75
P0319827	Dell Higher Education	CCC	4315	65.24
P0319779	Office Depot	DIS	4312	55.98
P0319756	Fisher Scientific	CCC	4312	39.15
P0319758	Flinn Scientific Inc	CCC	4312	38.65
P0319757	Flinn Scientific Inc	CCC	4312	19.65
P0319896	Hitt Marking Devices Inc	DIS	4312	18.81
	Total			\$2,186,235.67

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

Agendalitem Agendalitem Subscription 3.06.02 Ratification/Approval of Checks Meeting: 05/05/2010 Regular Meeting Category: 3. Consent Calendar Agenda Type: Action (Consent) Public Access: Yes Agendalitem Content

3.06.02 Ratification/Approval of Checks



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Additional/Administrative Content

Created on 02/10/2010/alt/01/4012MLby/CCCDBbodgel vLast outdeline On 02/16 2010/by/in actives/Searchines/

NUMBER	NAME OF VENDOR	AMOUNT
0141971	PacifiCare of California Medical Premiums	554,337.75
0141968	Kaiser Foundation Health Plan Inc Medical Premiums	266,687.66
0141724	Medco Health Solutions Inc Medical Prescription Claims	249,912.76
0141970	Medco Health Solutions Inc Medical Prescription Claims	231,816.92
0141847	ACSIG Dental / Edge Dental Claims and Admin Fees	227,427.59
0141721	Coast Community College Dist Medical Claims	208,659.15
0142280	Coast Community College Dist Medical Claims	189,871.13
0141964	Coast Community College Dist Medical Claims	185,708.05
0141965	Coast Community College Dist Medical Claims	185,190.94
0141722	Keenan & Associates Protected Insurance Program for Schools (PIPS)	169,039.00
0141991	Constellation NewEnergy Inc Electricity District Wide	157,307.20
0141844	Coast Community College Dist Medical Claims	128,575.75
0142194	GWC Associated Students College Services for Spring 2010	117,449.98
0141903	OC Dept of Education Services for Governor's Career Tech Ed (CTE)	110,418.37
0141934	Southern Calif Edison Co Electricity District Wide	104,957.20
0142361	Oracle Corp Oracle license and service agreement - District Wide	84,073.31
0142374	ROI Networks Inc Telephone switch upgrade equipment for CM site.	81,632.61
0141618	GWC Bookstore Books and supplies for EOPS students	80,442.34
0141954	WestEd Services for the SB70 Evaluation Grant	60,373.17
0141822	WestEd Services for the SB70 Evaluation Grant	60,040.19
0142042	CCCD Student Refunds Student Refunds	57,495.50
0141749	CCCD Student Refunds Student Refunds	46,750.14
0141580	Avalon Center at Garden Grove Lease payment for One-Stop Center, Westminster	41,927.70
0141906	OCE' Financial Services Inc	31,416.00

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	Lease for Oce Copier for Coastline Print Shop	
0141966	Delta Health Systems	28,180.75
	Administrative fees	
0142131	Xerox Corp	25,371.92
	Copier leases district wide	
0141843	Allegheny Casualty Co	23,996.01
0141958	Xirrus	22,449.73
0141603	Dell Higher Education	22,063.04
0141561	Accrediting Commission-CJC	21,818.00
0142059	ExaGrid Systems Inc	18,715.91
0141962	Blue Cross	16,703.28
0142247	The Gas Company	16,566.53
0142225	Professional Personnel Leasing Inc	15,841.97
0142311	Constellation NewEnergy Inc	15,839.88
0141797	SARS Software Products Inc	15,623.75
0141957	Xerox Corp	15,093.06
0141683	United States Postal Service	15,002.00
0141900	North OC Comm College District	15,000.00
0141921	Rancho Santiago Comm College Dist	15,000.00
0141933	South OC Comm College Dist	15,000.00
0141600	Dallas County Comm Coll Dist	14,940.00
0142289	Auto Enginuity LLC	14,419.42
0142003	Law Offices of Susan Woolley	14,147.50
0141765	Goodwill of OC	13,825.00
0142179	Coastline Regional Occupational Program	13,000.00
0142399	UCMI Inc	12,800.00
0142175	City of Huntington Beach	12,548.90
0141807	Special Pay Retirement Plan	12,194.27
0141935	Southern Counties Oil Co	11,831.30
0142243	Southern Calif Edison Co	11,068.30
0141939	Sun Environmental Engineering Services Inc	11,000.00
0141675	The Gas Company	10,401.50
0141759	ExaGrid Systems Inc	9,987.86
0141717	IDS Group Inc	9,750.00
0141972	PacifiCare of California	9,610.69
0141677	The Gas Company	9,451.27
0142395	OCC Food Services	9,057.65
0141875	Graphic Edge	9,000.00
0142285	AJ Kirkwood & Associates Inc	8,989.62
0142299	Calif Tool Welding Supply	8,418.07
0142278	B & P Services Inc	8,400.00
0141640	Mesa Consolidated Water Dist	8,330.00
0141756	Denise Cusano Instructional Design Inc	7,830.00
0141716	Coast Construction	7,455.00
0141974	Vision Service Plan	7,165.05
0142030	Beach Paving Inc	7,100.00
0142167	Calif Design Printing & Marketing	7,000.00
0141901	OC Auditor-Controller	6,994.00
0141909	Paton Group	6,993.92

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0142145	Slater Waterproofing Inc	6,930.00
0142121	UPS Protection	6,799.00
0142120	Union Bank of California	6,720.70
0142180	CR & R Inc	6,395.20
0141969	Kaiser Foundation Health Plan Inc	6,051.57
0142111	TechRoom Inc	6,000.00
0142370	Quilogy Inc	6,000.00
0141755	Dell Higher Education	5,865.43
0141940	SunGard Higher Education Inc	5,500.00
0141589	Business Properties	5,392.27
. 0142323	Follett Higher Education Group Inc #1094	5,303.78
0142251	Townsend Public Affairs Inc	5,240.00
0142264	Waxie Sanitary Supply	5,144.06
0142000	Goodwill of OC	5,112.50
0142064	Goodwill of OC	5,112.50
0141608	Education 4 Work	5,000.00
0141777	Making Connections	5,000.00
0142086	Mesa Consolidated Water Dist	4,982.60
0141859	CCCD Revolving Cash Fund	4,957.60
0141644	Norman A Traub Associates	4,881.20
0142308	Coast Community College Dist	4,654.00
0141888	LiNKS Sign Language & Interpreting Services	4,631.00
0142209	LRH Consulting	4,608.00
0141855	B & P Services Inc	4,565.54
0141687	Vital Link Orange County	4,500.00
0141725	Milliman	4,500.00
0141646	OC Auditor-Controller	4,423.00
0141590	Calif Tool Welding Supply	4,355.95
0141849	Andtech Corporation	4,346.63
0142173	Certified Transportation Services Inc	4,090.20
0142347	Alan Levin	4,055.00
0141798	sComm	3,990.00
0141907	Office Depot	3,944.90
0142178	Coastal Press Inc	3,878.03
0141808	Special Pay Retirement Plan	3,855.89
0141754	Continental Binder & Specialty Corp	3,855.77
0142078	Knorr Systems Inc	3,807.86
0141947	Valerie Schmidt Associates	3,680.00
0141624	Hartley & Assoc	3,500.00
0142256	Union Bank of California	3,499.99
0142358	OCC AS #1500-1050-58520	3,481.46
0142223	Pathways Health Promotion	3,475.00
0141674	Textile Fabric Consultants Inc	3,474.93
0142364	Pivot Point International Inc	3,448.50
0141883	Int'l Education Service	3,385.00
0141815	Union Bank of California	3,383.83
0141718	Irvine Pipe & Supply	3,331.00
0141887	KPSS Inc	3,312.29
0142222	Pak West Paper and Packaging	3,265.65
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0141863	Dell Higher Education	3,257.71
0141648	OC Wholesale Flowers	3,154.02
0142400	CCCD Workers Comp Trust Fund	3,151.16
0142156	B & P Services Inc	3,111.75
0142300	Calif Workforce Assn	3,090.00
0142181	Declues, Burkett & Thompson, LLP	3,075.25
0141920	Wendy Rakochy	3,003.00
0142091	Neo Networking Inc	3,000.00
0142216	OC Dept of Education	3,000.00
0141908	On-Site LaserMedic	2,982.60
0142197	Home Depot	2,947.72
0141735	AT&T	2,867.63
0142170	Castagna Awnings	2,854.69
0142382	State Board of Equalization	2,809.00
0142128	Vital Link Orange County	2,800.00
0141720	CCCD Workers Comp Trust Fund	2,757.67
0141789	Pitney Bowes	2,751.00
0141665	SARS Software Products Inc	2,700.00
0141845	1elimited	2,648.00
0141602	Day & Nite Door Service Inc	2,618.22
0141816	Verizon California	2,539.42
0142262	Verizon Wireless	2,505.67
0141872	Richard Ghidella	2,500.00
0142192	Richard Ghidella	2,500.00
0142195	Thomas Hallgren	2,500.00
0142202	Ralph Jagodka	2,500.00
0142208	Steve Linthicum	2,500.00
0142263	Ware Group	2,500.00
0142269	Lale Yurtseven	2,500.00
0142044	Chem Pro Laboratory Inc	2,478.00
0141786	Office Depot	2,472.99
0141805	So Cal Commercial Printing	2,461.41
0141942	Theodore Robins Ford	2,451.05
0142357	OCC Ancillary 1000-24750-5120	2,433.00
0142338	Int'l Security Products	2,362.56
0141763	Gale Group Inc	2,346.24
0141647	OC Fire Protection	2,325.51
0142233	Wendy Rakochy	2,310.00
0142198	Harry Hughes	2,250.00
0142117	Times Community News %Los Angeles Times	2,175.00
0141989	CCC Contract Education	2,143.62
0142092	Newport Beach Golf Course	2,125.00
0142072	Irvine Pipe & Supply	2,123.25
0141733	ACS Education Services Inc	2,122.35
0142242	SMH Colocation	2,064.00
0142207	LiNKS Sign Language & Interpreting Services	2,052.00
0142043	Cerritos Franchise Inc	2,000.00
0141990	CI Solutions	1,985.50
0141672	Spicers Paper Inc	1,976.21

0142096	PL Hawn Co Inc	1,921.50
0141566	ALD Security Innovations	1,898.68
0141767	GWC Bookstore	1,827.65
0142057	Dunn Edwards Corp	1,822.07
0142234	Rose Center Theater	1,768.00
0141643	Nextel Communications	1,745.96
0141780	Mobile Modular Management Corp	1,738.91
0142259	Verizon California	1,734.14
0141682	truWest Inc	1,726.96
0141594	Coastal Press Inc	1,703.02
0141726	A to Z Wholesale Floral Supply Inc	1,693.78
0141973	Unum Ltc	1,677.70
0142114	The Gas Company	1,673.13
0142297	Business Office Solutions	1,656.06
0141669	Sehi Computer Products Inc	1,654.77
0141692	Michael Warner	1,654.59
0141597	Marius Cucumy	1,650.16
0142313	CR & R Inc	1,628.44
0142266	Xerox Corp	1,625.88
0142218	Office Depot	1,623.28
0141955	Western Graphics Plus	1,606.58
0141689	Volleyball Market	1,580.98
0142066	Grainger	1,543.27
0142126	Vietnamese Community of OC	1,539.00
0142047	City of Garden Grove	1,517.81
0141791	Omid Pourzanjani	1,500.00
0141678	Times Community News %Los Angeles Times	1,496.00
0142125	Verizon Wireless	1,480.30
0142310	Community College League of Calif	1,470.00
0141813	The Gas Company	1,456.62
0142085	Joumana McGowan	1,454.22
0141740	Automatic Boiler Co	1,440.00
0141739	AT&T	1,432.55
0142344	Key Equipment Finance Inc	1,426.03
0141904	OC Wholesale Flowers	1,416.43
0142053	Ding-Jo Currie	1,396.85
0142206	Landauer Inc	1,381.01
0141864	Driver's Alert Inc	1,380.00
0142040	Calif Tool Welding Supply	1,361.18
0141977	Amer Culinary Federation Inc	1,350.00
0142005	Michael Myers	1,350.00
0142318	Jeremy Donahue	1,337.50
0141856	Black Box Resale Services	1,320.00
0142130	Susan Wilcox	1,250.00
0141963	CCCD Workers Comp Trust Fund	1,233.79
0142089	Montgomery Hardware Co	1,230.37
0141650	Open Media Co	1,215.85
0141615	Geomatrix Consultants	1,200.00
0141656	Prado Olympic Shooting Park	1,200.00

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CheckApproval

0142249	Thomson West	1,197.03
0142058	Emergency Medical Products Inc	1,191.98
0142065	GovConnection Inc	1,162.72
0141788	Phoenix Group Info Systems	1,155.00
0141891	MCM	1,142.34
0141747	Calif Tool Welding Supply	1,139.21
0141953	Waxie Sanitary Supply	1,100.52
0141636	Daniel Kuo	1,100.00
0142056	Corine Doughty	1,093.78
0141937	Stater Brothers	1,092.53
0142027	Cheryl Babler	1,086.06
0141880	Home Depot	1,083.13
0142036	Jamie Blair	1,071.89
0141588	Builders Security Locks & Services Inc	1,059.23
0142183	Discount School Supply	1,041.75
0141768	Hasler Financial Services	1,029.52
0142190	Fuller Engineering Inc	1,022.52
0141976	Aircraft Spruce & Specialty Co	1,017.16
0141984	Benner Metais Corp	1,013.55
0141696	Susan Wilcox	1,000.00
0141956	Susan Wilcox	1,000.00
0142033	Jaima Bennett	1,000.00
0142090	Kathryn Mueller	1,000.00
0142226	Professional Plumbing Inc	1,000.00
0142385	The Bank of New York Mellon	1,000.00
0142505	Ding-Jo Currie	· 999.20
0141050	Home Depot	992.28
0141766	Guida Surveying Inc	980.00
0142098	Omid Pourzanjani	977.22
0142095	Office Depot	973.71
0141649	Office Depot	954.26
0142018	Alan's Lawnmower & Garden Ctr Inc	954.20 951.43
0142018	Lois Miller	931.43
0142087	Davis Medical Electronics Inc	938.51
0142378	South Coast Air Quality Mgmt District	
	JFTB/MWR	926.92
0142340	GWC Food Services	920.55
0141876		914.79
0142246	SunGard Higher Education Inc	900.00
0141890	Marina Landscape Inc	895.00
0142348	Marina Landscape Inc	895.00
0142074	Johnstone Supply	894.66
0142007	OC Wholesale Flowers	887.95
0142032	Geoffrey Bellah	880.70
0142220	Orkin Inc	875.00
0142287	Amer Dental Assn	865.00
0142094	Melinda Nish	849.82
0141570	AT&T	842.04
0142103	Reliable Elevator of OC	840.00
0142077	Marilyn Kennedy	827.54

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0141572	AT&T	824.95
0142336	Home Depot	824.03
0142108	Sign-Mart	817.38
0141639	Medical Arts Press	806.31
0141782	Joseph Mraz	800.00
0141889	Los Angeles Co Office of Educ	800.00
0141995	DataPipe Inc	800.00
0142172	CCC Bookstore	800.00
0142250	Total Compensation Systems Inc	800.00
0141922	Recording for Blind & Dyslexic	792.00
0141812	T & L Printing Inc	783.00
0141567	Amico Scientific Corp	781.80
0142355	Newport-Mesa Unified Sch Dist	774.97
0142037	Elizabeth Blake	764.81
0142097	Joseph Poshek	760.52
0142326	Galls Inc	760.38
0142319	Enco Manufacturing Co	753.24
0142337	Hoover Printing & Lithography Inc	750.38
0141655	Omid Pourzanjani	750.00
0141981	AT&T Mobility	726.73
0141818	Verizon Wireless	726.58
0142282	Academic Senate	725.00
0141760	Fisher Scientific	700.05
0141774	Harry Hughes	700.00
0141895	Mouser Electronics	698.69
0141723	Medco Health Solutions Inc	695.88
0142105	Darrin Robertson	693.85
0141885	Johnstone Supply	688.56
0142122	Verizon Wireless	687.35
0142393	Xerox Corp	685.13
0142203	JK Electronics Distributors Inc	670.63
0141610	Exclusive Construction	670.00
0141869	Fuller Engineering Inc	656.63
0142301	Camel Financial Inc	656.50
0141928	Sehi Computer Products Inc	655.61
0141873	Michael Giblin	650.00
0142359	OCC Petty Cash	649.85
0142381	SPSS Inc	647.13
0141635	Knorr Systems Inc	642.50
0142011	Dian Torres	630.33
0141623	Harland Technology Services	630.00
0141879	Harland Technology Services	630.00
0142019	James Almy	629.08
0142045	Chevron	628.85
0142028	Kevin Ballinger	628.78
0141860	CDWG	627.49
0141897	Mutual Liquid Gas & Equipment	625.48
0141586	BJ Bindery Inc	619.88
0141660	Refrigeration Supplies Distrib	612.05
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0141911	Prado Olympic Shooting Park	600.00
0142224	Prado Olympic Shooting Park	600.00
0141734	Aqua-Clear Water Treatment Specialists Inc	595.00
0142383	Sun-X Auto Glass	587.25
0141629	Infinity Designs	585.90
0142084	Anthony Maciel	585.90
0142312	Steve Cox	585.00
0141987	Caston Office Solutions	582.77
0141634	Key Equipment Finance Inc	578.55
0141631	Irvine Pipe & Supply	570.60
0142286	AMC Inc DBA Star Real Estate	570.00
0142041	Laurie Campbell	568.09
0141604	Dept of Justice	568.00
0142034	Douglas Benoit	564.43
0142185	Emergency Medical Products Inc	563.06
0142267	Xerox Corp	559.80
0141584	Besam Entrance Solutions	557.10
0141927	Security Signal Devices	540.86
0141626	Home Depot	538.94
0142164	Builders Security Locks & Services Inc	529.61
0141772	Home Depot	525.00
0142354	NASFAA	525.00
0142377	Sanford, Kevin	525.00
0142113	The Gas Company	523.71
0141745	Bill's Camera	522.44
0142068	Guitar Center Inc	521.98
0142112	Christian Teeter	520.27
0142166	Calif Commercial Lighting Supply Inc	519.29
0141642	Nextel Communications	514.83
0142360	Office Depot	514.59
0142115	Theodore Robins Ford	512.67
0142039	Builders Security Locks & Services Inc	511.24
0141668	Debra Secord	506.27
0142177	Coastal Carbonic	504.54
0142026	B & P Services Inc	502.13
0141562	Accrediting Commission-CJC	500.00
0141579	AudioVision Production Services	500.00
0141622	Karen Harelson	500.00
0141663	Malinni Roeun	500.00
0141848	Anaheim-Fullerton Towing	500.00
0142061	Fred Feldon	500.00
0142038	Johns Bryan	492.16
0141967	First Health	490.56
0141753	Community College League of Calif	490.00
0142309	Community College League of Calif	490.00
0142261	Verizon Wireless	489.96
0142102	Refrigeration Supplies Distrib	489.46
0142215	Nextel Communications	488.52
0142213	Bet Tzedek Legal Services	480.00
0141000		-00.00

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0141770	HB Magazine	480.00
0141946	Turf Star Inc	478.67
0142281	Aardvark Clay Supply	477.72
0141750	CDWG	474.93
0141617	Grainger	473.72
0141578	Atkinson, Andelson, Loya, Ruud & Romo	467.82
0142217	OCC Food Services	467.80
0141679	Barbaraleigh Tonelli	461.40
0142147	AA Equipment	458.18
0142176	City of Westminster	453.50
0142279	Amer Fidelity Assurance	451.50
0141591	Caston Office Solutions	451.20
0141599	CW Dixon Associates Inc	450.00
0141994	CW Dixon Associates Inc	450.00
0141645	North Net Fire Training Center	448.00
0141978	Amtech Elevator Services	440.63
0142004	Minuteman Plumbing & Drains	439.30
0141806	Southern Calif Edison Co	437.97
0142268	Yale Chase Materials Handling Inc	435.91
0142303	CAPP:Computerized Assess & Placement Program	433.50
0142129	Waxie Sanitary Supply	429.99
0142118	Titlewave Video Subtitling Service	428.00
0141819	Village Nurseries	425.90
0141861	Certified Transportation Services Inc	423.81
0141785	OC Wholesale Flowers	423.58
0141609	Emergency Medical Products Inc	420.58
0141996	Digital Networks Group Inc	419.53
0142171	Caston Office Solutions	410.92
0142210	Marlin P Jones Inc	405.57
0141802	Shinoda Design Center Inc	405.49
0142168	Calif Tool Welding Supply	396.09
0142075	Rita Jones	395.00
0142307	CCCAOE	395.00
0141853	AT&T	391.93
0142298	CACCRAO	390.00
0141565	Alan's Lawnmower & Garden Ctr Inc	387.17
0141741	Awards Etc	372.80
0142241	Smart & Final Stores LLC	372.13
0141653	Martha Parham	363.15
0141606	Drew & Associates	359.00
0142014	Western Highway	356.20
0141779	McKesson Medical Supplies	354.51
0142054	Digi-Key Corp	354.01
0142132	Yale Chase Materials Handling Inc	353.97
0141912	Pretty in Print	353.06
0141748	Carroll Promotions Inc	349.46
0141866	Fisher Scientific	347.91
0141664	San Diego Police Equip Co	344.55
0142010	The Gas Company	343.00

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0141616	Deborah Goldstick	340.00
0141621	Karen Harelson	340.00
0142151	Amico Scientific Corp	339.30
0142001	Kelly Paper	338.99
0142161	Bill's Camera	338.43
0141868	Fry's Electronics	331.22
0141778	Marsh Risk & Insurance Svcs	330.06
0141728	Academic Senate	325.00
0141729	Academic Senate	325.00
0141730	Academic Senate	325.00
0141731	Academic Senate	325.00
0141817	Verizon California	322.53
0141691	Wang, Tay	316.00
0142088	Minuteman Plumbing & Drains	315.00
0142123	Verizon Wireless	313.85
0141698	Xerox Corp	308.72
0142009	Office Depot	305.90
0142387	US Bank	305.33
0141769	Hasler Inc	300.15
0142191	Gale Group Inc	299.40
0142317	Discount School Supply	296.24
0142365	Prince Enterprises Inc	295.19
0142334	Karen Harelson	292.50
0141666	Scantron Corp	286.65
0142283	ACBO ,	285.00
0141926	Safety 1st Pest Control Inc	283.50
0142236	Safety 1st Pest Control Inc	283.50
0141800	Sehi Computer Products Inc	280.52
0141690	VWR International Inc	277.95
0141732	Academic Senate	275.00
0142021	Patricia Arlington	275.00
0141560	Aardvark Clay Supply	270.56
0141661	Reliable Elevator of OC	259.00
0141896	Mr B's Lawnmower & Saw Shop	257.51
0141587	Bolsa Gunsmithing	256.67
0142193	GovConnection Inc	251.82
0141762	Foundation/Calif Comm Colleges	250.00
0141821	Westcliff Medical Lab	250.00
0142158	Bee Busters Inc	250.00
0142196	Hispanic Chamber of Commerce	250.00
0142294	Bee Busters Inc	250.00
0142324	Foundation/Calif Comm Colleges	250.00
0142391	Westcliff Medical Lab	250.00
0141993	CTI-Valueline	248.78
0141988	CCC Bookstore	248.61
0142188	Carol Fleischer	246.70
0141633	Kelly Paper	244.59
0141871	Garden Grove Unified Schools	242.43
0141938	Suburban Water Systems	240.42
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0142353	Melissa Moser	240.32
0142213	Medical Processor Services	240.00
0142331	Roswitha Grannell	240.00
0141667	Robert Schneiderman	239.05
0141638	Magna Publications Inc	239.00
0141607	Lorie Eber	238.18
0141576	AT&T	235.67
0142254	Unifirst Corp	234.71
0142104	Rhino Electric Supply	234.70
0142035	BJ Bindery Inc	232.73
0141775	Kelly Paper	231.53
0141910	Pep Boys	229.15
0141781	Model Glass & Mirror	229.00
0142204	Jostens	228.17
0142390	Jocelyn Wang	226.75
0142322	Fisher Scientific	226.09
0142079	Konica Minolta Business Solutions Inc	225.00
0142051	Consolidated Electrical Distributors	222.66
0142150	Allied Refrigeration Inc	221.96
0142219	On-Site LaserMedic Corp	220.54
0142221	Pacific Video Products Inc	220.00
0141657	Lorraine Prinsky	218.40
0141820	Wards Natural Science	215.92
0141867	FRS Environmental	214.50
0141999	FRS Environmental	214.50
0142212	Medical Arts Press	212.04
0141986	Bob's Shade & Linoleum	210.94
0142124	Verizon Wireless	210.11
0142295	Patricia Bernard	210.00
0142349	James McKibben	210.00
0142350	Patricia McKibben	210.00
0142392	An-Kuo Wu	210.00
0141943	Thomas Scientific	205.00
0141945	Toshiba Business Solutions	203.20
0142205	Kelly Paper	201.49
0141719	CCCD Workers Comp Trust Fund	199.25
0142271	Smart & Final Stores LLC	199.14
0141870	FV Self Storage & RV Center	199.00
0142016	Accurate Termite & Pest Control	199.00
0142270	Orkin Inc	196.00
0142235	Safety & Fire Equipment Co Inc	195.00
0142214	Montgomery Hardware Co	194.90
0142284	Air Filter Depot	194.32
0142304	Carolina Biological Supply	186.88
0142255	Union 76	186.18
0142160	Besam Entrance Solutions	184.32
0141695	Waxie Sanitary Supply	183.73
0142327	Go With Jo Travel	180.40
0142328	Go With Jo Travel	180.40

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0142380	David Speakman	. 180.00
0141654	Jerry Patterson	179.40
0142029	BAVCO Backflow Apparatus-Valve	178.38
0142352	Minuteman Plumbing & Drains	177.50
0142346	Isabelle Krasney	177.20
0141804	Signs Etc	176.85
0142155	B & M Lawn & Garden Center	176.42
0142373	Rhino Electric Supply	176.15
0141684	Yvonne Valenzuela	175.69
0141905	OCC Food Services	172.33
0141851	Art Supply Warehouse	171.38
0141792	Premier Office Services Co	169.42
0141612	Carol Flowers	169.05
0142020	Amico Scientific Corp	168.42
0142106	Seal's Compressed Gases	167.68
0141801	Brandi Sexton	166.82
0142162	BJ Bindery Inc	166.39
0142211	MCM	165.62
0141998	Federal Express Corp	165.03
0142356	OC Fire Protection	165.00
0142351	Medical Processor Services	163.13
0142272	Stater Brothers	162.08
0141630	Iron Mountain Records Mgmt	159.00
0142152	Art Supply Warehouse	156.26
0141681	Tremendous Life Books	156.00
0142306	CCC Petty Cash	155.30
0142200	Iron Mountain Records Mgmt	154.50
0141596	Council of Chief Librarians	150.00
0141810	Storage Place	150.00
0141814	Thompson, Timothy	150.00
0142031	Bee Busters Inc	150.00
0142325	Judy Fusco	150.00
0141564	Air Filter Depot	. 148.51
0142109	Sims-Orange Welding Supply Inc	148.19
0142017	Airgas West Inc	146.76
0142050	Brian Conley	145.73
0141931	Smart & Final Stores LLC	138.68
0142342	Johnson Brothers FC Inc	135.88
0142394	Home Depot	135.50
0142232	Pyro-Comm Systems Inc	135.00
0142182	Digi-Key Corp	134.47
0141980	AT&T	134.15
0142292	David Baird	133.24
0142238	Siemens Water Technologies Corp	130.60
0142073	JIST Publishing	130.33
0141893	Mesa Golf Carts	130.00
0141902	OC Auditor-Controller	130.00
0142339	Iron Mountain Records Mgmt	129.36
0142006	Newport Exterminating	127.50

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0141874	Grainger	126.50
0141694	Don Watson	125.00
0142071	Anthony lacopetti	125.00
0142227	Professionals in Human Resources Assn	125.00
0141592	CDWG	124.93
0141593	CIT Technology Fin Serv Inc	123.98
0142062	Annette Fruehan	123.75
0141575	AT&T	122.14
0142290	Automatic Sync Technologies LLC	120.75
0142288	Amico Scientific Corp	120.28
0142363	Patrick Pierce	120.00
0142049	Comtel Pro Media	118.75
0141652	Mike Ottiger	114.00
0141959	Home Depot	112.26
0141568	AT&T	111.90
0142362	Hai Pham	110.50
0142189	Ford Electronics Inc	109.00
0141929	Siemens Water Technologies Corp	108.90
0141948	Verizon California	108.47
0141686	Verizon California	106.26
0142159	Bernan Associates	106.00
0142119	Chau Tran	105.12
0141670	Richard Shiring	105.00
0142372	Amy Rangel	102.25
0141894	Cari Mock	102.00
0141923	Rhino Electric Supply	101.98
0142148	Aardvark Clay Supply	101.82
0141975	Vision Service Plan	101.75
0141877	GWC Petty Cash	101.50
0142046	Alice Chu	101.50
0141601	Julie Davis-Wolfe	100.00
0141884	James Benedik Piano Service	100.00
0141573	AT&T	99.43
0142165	Cal-Olympic Safety	99.19
0141619	GWC Food Services	99.18
0141563	Accurate Termite & Pest Control	99 .00
0141688	Vivitar Security Systems Inc	. 99.00
0141783	Nextel Communications	99.00
0141881	Marie Hulett	99.00
0142291	Back Stage	99.00
0142258	Verizon California	98.34
0142379	Southern Calif Edison Co	95.69
0141727	Abacus Office Equipment Maintenance	95.00
0142320	Eversoft	94.50
0142252	Turf Star Inc	92.99
0142127	Village Nurseries LP	92.44
0141811	Suarez, Elizabeth	90.00
0141898	Linda Newman	90.00
0141846	Aardvark Clay Supply	89.86

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	0142107	Security Signal Devices	89.85
	0141857	Gien Boswell	88.89
	0142083	Deborah Lewis	88.80
	0142371	Nicole Ramirez	88.60
	0141997	Ewing Irrigation Products Inc	88.11
	0141625	Kate Hawkins	87.20
	0141746	Builders Security Locks & Services Inc	85.91
	0142332	GWC Food Services	85.60
	0141992	Crown Ace Hardware	85.37
	0141865	Fastenal	84.92
	0142293	Battery Systems Inc	84.47
	0141744	Battery Systems Inc	84.35
	0141925	Loren Sachs	84.07
•	0142169	Carolina Biological Supply	83.25
	0142154	AT&T	81.49
	0142384	Christian Teeter	81.19
	0141824	Home Depot	79.78
	0141790	Pocket Nurse	79.48
	0142253	Turf Tire Distributors	79.39
	0142015	Accessorie Air Compressor Systems Inc	79.27
	0141950	Wards Natural Science	79.10
	0141680	Toshiba Business Solutions	79.02
	0142388	USA Mobility Wireless Inc	78.26
	0141662	Rhino Electric Supply	78.24
	0141982	Walter Banoczi	78.21
	0141614	Gale Group Inc	77.22
	0142163	Marilyn Brock	77.00
	0141913	Prudential Overall Supply Co	76.79
	0142229	Prudential Overall Supply Co	76.79
	0142257	USA Mobility Wireless Inc	75.61
	0141581	David Baird	75.00
	0141892	Richard Melim	75.00
	0141983	Diane Benner	75.00
	0142265	Women Helping Women	75.00
	0142157	Baker & Taylor	74.25
	0141924	Rip N Roll Inc	73.25
	0141823	Yale Chase Materials Handling Inc	70.92
	0142146	A & M Cleaning Equipment	70.38
	0142245	Stater Brothers	70.30
	0141742	Baker & Taylor	70.13
	0142333	Hardy Diagnostics	70.06
	0141697	Eric Wilson	70.00
	0142052	Barbara Cooper	70.00
	0142063	Jill Golden	70.00
	0142199	Ingardia Brothers Produce Inc	70.00
	0141949	Verizon California	69.97
	0141799	Security Signal Devices	68.00
	0141758	Ewing Irrigation Products Inc	66.99
	0141658	Prudential Overall Supply Co	66.77
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0141914	Prudential Overall Supply Co	66.77
0141917	Prudential Overall Supply Co	66.77
0142228	Prudential Overall Supply Co	66.77
0141693	Water Factory	66.00
0142321	Federal Express Corp	64.90
0142008	OCC Sailing Center	64.66
0141582	Baker & Taylor	64.55
0142153	AT&T	64.37
0142067	Graybar Electric	64.18
0142305	Caston Office Solutions	63.29
0141743	Deborah Bales	60.00
0141899	Kim Thi Nguyen	60.00
0142386	The Shredders	58.00
0141915	Prudential Overall Supply Co	56.64
0142013	Wards Natural Science	56.00
0142315	Daniels Tire Service	54.81
0141595	Shirley Collins	54.80
0141574	AT&T	54.24
0142201	Irvine Pipe & Supply	53.65
0142244	Springdale Ace Hardware	53.00
0141936	Sparkletts	50.49
0141809	Stater Brothers	50.32
0142187	Ewing Irrigation Products Inc	50.03
0141751	Community College Internal Auditors	50.00
0141752	Community College Internal Auditors	50.00
0141952	Wards Natural Science	49.54
0141605	Corine Doughty	49.20
0141979	AT&T	48.44
0141878	Virginia Hanson	47.91
0141651	Orange Coast Auto Repair	47.50
0141628	Hub Auto Supply	47.01
0141773	Hub Auto Supply	46.78
0142302	Capitol Enquiry	45.16
0142369	Public Economics Inc	45.12
0141951	Wards Naturai Science	44.80
0141941	The Gas Company	44.77
0142186	Eversoft	44.18
0142296	Zhenghong Broyles	44.00
° 0142329	Deborah Goldstick	44.00
0142376	Rutan & Tucker, LLP	44.00
0142184	Dunn Edwards Corp	43.61
0141985	Bernan Associates	43.00
0142076	Thomas Juno	42.50
0141858	Carmen's Uniforms Inc	42.36
0141632	Rita Jones	42.20
0141613	Fry's Electronics	40.20
0141641	Nat'l College Testing Assn	40.00
0142375	Cheryl Rojas	40.00
0141886	Joshua Casey Business Solutions	39.95

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0141583	BAVCO Backflow Apparatus-Valve	39.69
0142341	Joshua Johnson	38.20
0141620	GWC Theater	37.52
0141961	Xerox Corp	37.32
0142335	Laurie Hendricks	37.09
0141569	AT&T	37.01
0141882	ICS Service Co Inc	37.00
0142023	AT&T	36.55
0142024	AT&T	36.55
0142012	Wards Natural Science	36.47
0142260	Verizon California	35.36
0142174	City 0f Newport Beach	33.71
0141627	Horizon	33.70
0142110	Smith Pipe & Supply Inc	33.45
0142248	The Gas Company	33.26
0141761	Ford Electronics Inc	31.42
0142389	USA Mobility Wireless Inc	30.31
0141850	Veronica Arroyo	30.00
0142149	Alamitos Auto Parts Inc - Napa	29.99
0142237	Security Signal Devices	29.95
0142060	Federal Express Corp	29.26
0141944	Time Warner Cable	28.91
0142230	Prudential Overall Supply Co	27.97
0142070	Horizon	27.04
0141771	Hitt Marking Devices Inc	25.76
0142080	Robert Lane	25.44
0141671	Smart & Final Stores LLC	25.39
0141932	SoCal Office Technologies Inc	24.31
0141862	City of Huntington Beach	23.36
0141611	Federal Express Corp	22.74
0142343	Kelly Paper	21.23
0142368	Prudential Overall Supply Co	21.10
0142022	Patricia Arlington	20.00
0141794	Prudential Overall Supply Co	19.11
0141918	Prudential Overall Supply Co	19.11
0142100	Prudential Overall Supply Co	19.11
0142367	Prudential Overall Supply Co	19.11
0142101	Prudential Overall Supply Co	19.10
0142345	Konica Minolta Business Solutions Inc	19.00
0141795	Prudential Overall Supply Co	18.62
0141919	Prudential Overall Supply Co	18.62
0142099	Prudential Overall Supply Co	18.62
0142366	Prudential Overall Supply Co	18.62
0142239	Sims-Orange Welding Supply Inc	18.61
0142330	Grainger	18.15
0141571	AT&T	17.98
0141577	AT&T	16.99
0141803	Paul Siebert	16.75
0142240	Smardan Supply Co- Orange Coast	16.69

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0141793	Prudential Overall Supply Co	16.28
0141796	Prudential Overall Supply Co	16.28
0142231	Prudential Overall Supply Co	16.28
0141676	The Gas Company	15.90
0142116	Thompson Building Materials	15.64
0141784	Ky Nguyen	15.00
0142002	Kirby-Smith, Suzanne	13.71
0141916	Prudential Overall Supply Co	12.51
0141764	Don Godfrey	12.00
0141776	Gladys Kempe	12.00
0141787	Fay Pastel	12.00
0141854	AT&T	11.14
0142025	AT&T	11.14
0141659	Prudential Overall Supply Co	10.51
0141757	Michael Everett	10.00
0142055	William Do	10.00
0142081	Loan Le	10.00
0142082	Hoonjung Lee	10.00
0142093	Quynh Nguyen	10.00
0142314	Crown Ace Hardware	8.13
0142048	Coastal Press Inc	7.61
0141737	AT&T	7.18
0141930	Smardan Supply Co- Orange Coast	6.83
0141738	AT&T	6.37
0141852	AT&T	6.24
0141637	Jeanette Lee	6.00
0141673	Kathy Strube	6.00
0141960	Stater Brothers	5.38
0141736	AT&T	4.01

Total

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\$ 4,845,262.60

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 3.06.03 Check List for General Obligation Bond Fund

 Meeting:
 05/05/2010 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



Additional/Administrative content

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CheckApprovalBond

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0141710	Plumbing Piping & Construction Inc GWC Learning Resource Center Bid 1954	567,227.12	420356
0141825	Alpha Mechanical Heating & Air Conditioning OCC Consumer Health & Science Bldgs Bid 1965	449,942.00	420207
0142143	Richard & Richard Construction Co Inc OCC Consumer Health & Science Bldgs Bid 1965	327,601.00	420207
0141829	Bergelectric Corp OCC Consumer Health & Science Bldgs Bid 1965	303,244.00	420207
0141712	T & Y Construction GWC Learning Resource Center Bid 1954	237,995.28	420356
0142396	T & Y Construction GWC Learning Resource Center Bid 1954	147,005.28	420356
0141842	T & Y Construction GWC Learning Resource Center Bid 1954	92,150.28	420356
0141715	URS Corp Americas GWC Learning Resource Center	87,940.39	420356
0141839	Heinaman Contract Glazing Inc OCC Consumer Health & Science Bldgs Bid 1965	74,250.00	420207
0142138	LPA Inc Coastline Newport Beach Learning Resource Ctr	64,971.86	420894
0141827	Anderson Charnesky Structural Steel Inc OCC Consumer Health & Science Bldgs Bid 1965	61,164.00	420207
0141711	So Cal Fire Protection Inc GWC Learning Resource Center Bid 1954	50,116.50	420356
0141826	Alpha Mechanical Heating & Air Conditioning OCC Consumer Health & Science Bldgs Bid 1965	49,994.00	420207
0142398	UCMI Inc OCC ABC Building	49,480.00	420207
0142135 0142144	CEM Lab Inspection services for OCC ABC Building	45,966.50	420207
	Steinberg Architects GWC Learning Resource Center Brian DeVries Construction Inc	43,443.43	420356
0141832 0142139	OCC Consumer Health & Science Bldgs Bid 1965 Marina Landscape Inc	38,407.00	420207
0142139	GWC Learning Resource Center Bid 1960 CW Driver	36,861.30	420356
0141703	Constline Newport Beach Learning Resource Ctr Cosco Fire Protection Inc	33,842.00	420894
	OCC Consumer Health & Science Bldgs Bid 1965	31,736.00	420207
0142137	Landmark Site Contractors GWC Learning Resource Center Bid 1963	• 30,534.57	420356
0142134	Best Contracting Services Inc GWC Learning Resource Center Bid 1963	27,107.47	420356
0142397	TYR Inc	21,148.00	420316
0141713	TB Penick & Sons Inc	16,979.54	420356
0141838	Engineering/Remediation Resources Group Inc	14,317.00	420233

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CheckApprovalBond

0141830	Best Contracting Services Inc	9,000.00	420207
0142133	Baytek Engineering LLC	8,175.00	420894
0142136	Fisher Scientific	7,571.04	420207
0141699	Alexander's Mobility Services	6,880.00	420316
0141828	Anderson Charnesky Structural Steel Inc	6,796.00	420207
0141704	Edwards Service	6,496.18	420222
0141840	ISEC	5,400.00	420207
0141833	Brian DeVries Construction Inc	4,268.00	420207
0142140	Marina Landscape Inc	4,095.70	420356
0141708	MTGL Inc	2,641.40	420356
0142142	MTGL Inc	2,587.80	420356
0141714	TB Penick & Sons Inc	1,886.61	420356
0141831	Best Contracting Services Inc	1,000.00	420207
0141705	Interpipe Contracting Inc	937.80	420207
0141707	ModSpace	761.26	420399
0142141	ModSpace	761.26	420399
0141841	ISEC	600.00	420207
0141709	P2S Engineering	320.00	420249
0142273	C2 Reprographics	309.83	420201
0141706	Mobile Mini Inc	286.50	420316
0141834	C2 Reprographics	227.29	420207
0142274	C2 Reprographics	130.12	420207
0142276	C2 Reprographics	70.64	420249
0141702	C2 Reprographics	56.03	420207
0141700	C2 Reprographics	48.50	420207
0141701	C2 Reprographics	40.78	420207
0142275	C2 Reprographics	37.53	420249
0142277	C2 Reprographics	29.59	420249
0141836	C2 Reprographics	19.58	420207
0141835	C2 Reprographics	10.88	420207

Total

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\$ 2,974,869.84

Acendellem 3.06.04 Authorization for Special Payments - Coastline Community College Meeting: 05/05/2010 Regular Meeting Category: 3. Cons Agenda Type: Action 3. Consent Calendar Public Access: Yes Actandantem Content

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

NONE

Additional/Administrative Content

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			Acen	Gallem
•	3.06.05 Authorization for Special Payments	- Golden West College)	
Meeting:	05/05/2010 Regular Meeting	. •		
Category:	3. Consent Calendar			
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3.06.05 Authorization for Special Payments - Golden West College

NONE

Additional Administrative Contents

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	Accendation	
3.06.06 Authorization for Special Payments - Orange Coast College		
Meeting:	05/05/2010 Regular Meeting	
Category:	3. Consent Calendar	
Agenda Type: Action (Consent)		
Public Acces		
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3.06.06 Authorization for Special Payments - Orange Coast College

Payment of \$865.00 payable to American Dental Association for the 2010-2011 annual accreditation fees. This is required under the accreditation guidelines for the Registered Dental Assisting Program.

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 Agenda Item

 3.06.07 Authorization for Special Payments - District

 Meeting:
 05/05/2010 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

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Acondering 3.06.08 Authorization for Special Projects - District Meeting: 05/05/2010 Regular Meeting Category: 3. Consent Calendar Agenda Type: Action (Consent) Public Access: Yes Agenda Item Content

3.06.08 Authorization for Special Projects - District

3.06.08.01 <u>SB70/SB1133 Career Technical Education (CTE) Community</u> Collaborative Grant

Date: Various dates between July 1, 2009 and December 31, 2010

Location: Various Locations throughout Southern California

Department: District Educational Services

Purpose: To perform regional CTE grant related activities as required under the District's approved SB70/SB1133 CTE Community Collaborative grant work plan such as regional meetings, regional events, professional development activities, countywide counselor's workshop; faculty & counselor externships; publication and distribution of CTE related materials; and CTE pathway events.

Cost/purpose/funding source: NTE \$600,000 in total for all activities from year 1 & 2 of the CTE Community Collaborative Grants. All expenses to be paid from the SB70/SB1133 CTE Community Collaborative Grant Funds.

(Previous Board Approval: July 15, 2009)

Year 2 of the SB70/SB1133 Career Technical Education (CTE) Community Collaborative Grant received an extension of from June 30, 2010 to December 31, 2010. This request is to extend the end date for these special projects to December 31, 2010.

3.06.08.02 <u>SB70/SB1133 Career Technical Education (CTE) Community</u> Collaborative Grant

Date: Various dates between February 1, 2010 and February 29, 2012

Location: Various Locations throughout Southern California

Department: District Educational Services

Purpose: To perform regional CTE grant related activities as required under the District's approved SB70/SB1133 CTE Community Collaborative grant work plan such as regional meetings, regional events, professional development activities, countywide counselor's workshop; faculty & counselor externships; publication and distribution of CTE related materials; and CTE pathway events.

Cost/purpose/funding source: NTE \$310,000 in total for all grant activities.

All expenses to be paid from Year 3 of the SB70/SB1133 CTE Community Collaborative Grant Funds.

3.06.08.03 <u>SB70/SB1133 Career Technical Education (CTE) Workforce Innovation</u> Partnership Grant

Date: Various dates between May 1, 2010 and January 31, 2012

Location: Various Locations throughout Southern California

Department: District Educational Services

Purpose: To perform CTE grant related activities as required under the District's approved SB70/SB1133 Workforce Innovation Partnership grant work plan such as professional development activities, faculty externships, project meetings, CTE events, and publication and distribution of CTE related materials.

Cost/purpose/funding source: NTE \$150,000 in total for all grant activities.

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All expenses to be paid from the SB70/SB1133 Career Technical Education (CTE) Workforce Innovation Partnership Grant Funds.

Additional Administrative Content

4.00 Action Items Meeting: 05/05/2010 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.

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Reference Leanther content

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 4.01 Approval of Agreements - Coastline Community College

 Meeting:
 05/05/2010 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 Lease Agreement between Class Leasing, Inc., and the Coast Community College District.

1. Background: This re-locatable classroom will provide classroom space for parent and toddler interactive activities and parent lectures and discussions, emphasizing positive guidance techniques, toddler growth and development, sleep, health, nutrition, safety, and issues for both younger and older toddlers. Preschoolers attend with parents and participate in music, art, and other preschool activities.

2. Goal/Purpose:

Positive relationship between students and their preschool-age children Provides classroom space for parents and their children to study growth, development and positive guidance techniques.

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 Agreement between Class Leasing, Inc., and the Coast Community College District for use of a 36" x 40' re-locatable classroom for Parent Education classes at the Costa Mesa Center, effective July 1, 2010 through June 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (Prior Board Approval: 5/7/08. See Class Leasing Attachment # 2)

5. Fiscal Review and Impact: Gross Income of \$4,000 annually

4.01.02 Approve Memorandum of Understanding (MOU) between Butte-Glenn Community College District and Coast Community College District.

1. Background: The purpose of this MOU is to define the roles and responsibilities of the parties as it relates to providing digital textbooks to the Pilot site via customized integration of Vendor's digital text distribution platform within the Learning Management Systems, Student Information Systems and/or Bookstore web environments. In addition, this Pilot will enable the Vendor to expand its market of digital textbooks to California community college students. Vendor's revenue is derived from sales of its digital textbooks to college students. The Vendor is the leading provider of digital textbooks to higher education with over 7,800 titles available from the majority of higher education textbook publishers.

2. Goal/Purpose:

Positive student and community relations

Support the development of Pilot site communication planning and assist with training and information briefings for students.

Provide staff support as needed to insure success of Pilot offering.

Positive media relations

3. Comments: 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 Memorandum of Understanding between the Butte-Glenn Community College District and the Coast Community College District, on behalf of the California Community Colleges Chancellor's Office and CourseSmart LLC for services related to the California Virtual Campus Grant No. 05-0008-001. Term of the MOU shall commence on May 6, 2010, and terminate on April 7, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (Prior Board Approval: 4/7/10. See Butte-Glenn CCD MOU Attachment # 3)

5. Fiscal Review and Impact: \$25,000

4.01.03 Approve Agreement between Kendall Hunt Publishing Company and the Coast Community College District to Design and Produce an Online Public Speaking Course and Textbooks.

1. Background: Kendall Hunt Publishing Company and Coast Learning Systems having been successful partners in the design and development of online courseware, textbooks, and other collateral learning materials and have agreed to collaborate on the design, marketing, and distribution of a new college-level course, textbooks, and lessons for use in the classroom or at a distance on Public Speaking that emphasizes the use and application of new and emerging media in a multicultural, digitally-connected world. The online course and collaborative learning materials will consist of two textbooks, one for use with accompanying online lessons and one for use as a stand-alone textbook. There is a need for quality online courseware to support Coastline's Contract Education and Military Programs as well as to generate revenue for Coastline College by marketing and licensing courses to colleges and universities across the nation.

2. Goal/Purpose:

Develop online course and textbook for students served by Coastline's Contract Education Department and Military Program.

Generate revenue for Coastline College by marketing and licensing course and textbook to colleges and universities nationwide.

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 Agreement between Kendall Hunt Publishing Company and the Coast Community College District to design and produce a Public Speaking Online Course and Textbooks. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Public Speaking Course Attachment # 4)

5. Fiscal Review and Impact: No Cost to District.

4.01.04 Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Second Edition of the Student Guide for Anthropology: The Four Fields.

1. Background: Cengage Learning wishes to publish the second edition of the student guide to accompany the course Anthropology: The Four Fields produced by Coast Learning Systems. The Publisher and Coast Learning Systems wish to have Coast prepare the necessary revisions for the second edition under the same terms and conditions applicable to the course student guide under the Agreement approved by the Board of Trustees on 7/20/2005.

2. Goal/Purpose:

To revise the current Student Guide for Anthropology: The Four Fields for use with Anthropology: The Human Challenge (1st Edition) to accommodate the new edition of the textbook, Anthropology: The Human Challenge, by Haviland, Prins, Walrath, and McBride.

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 Cengage Learning and the Coast Community College District to revise and publish the second edition of the Student Guide for Anthropology: The Four Fields for use with Anthropology: The Human Challenge according to the Agreement. The Board President, or designee, is authorized to sign the Amendment, and any related documents, indicating approval by the Board of Trustees. (Prior Board Approval: 7/20/05. See General Anthropology Attachment # 5)

5. Fiscal Review and Impact: Publisher grant to Coast District of \$7,500.

4.01.05 Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Second Edition of the Student Guide for Cultural Anthropology: Our Diverse World.

1. Background: Cengage Learning wishes to publish the second edition of the student guide to accompany the course Cultural Anthropology: Our Diverse World produced by Coast Learning Systems. The Publisher and Coast Learning Systems wish to have Coast prepare the necessary revisions for the second edition under the same terms and conditions applicable to the student guide under the Agreement approved by the Board of Trustees on 7/20/2005.

2. Goal/Purpose:

To revise the current Student Guide for Cultural Anthropology: Our Diverse World (1st Edition) to accommodate the new edition of the textbook, Cultural Anthropology: The Human Challenge, by Haviland, Prins, Walrath, and McBride.

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 Cengage Learning and the Coast Community College District to revise and publish the second edition of the Student Guide for Cultural Anthropology: Our Diverse World according to the Agreement. The Board President, or designee, is authorized to sign the Amendment, and any related documents, indicating approval by the Board of Trustees. (Prior Board Approval: 7/20/05. See Cultural Anthropology Attachment # 6)

5. Fiscal Review and Impact: Publisher grant to Coast District of \$7,500.

4.01.06 Authorization to Distribute a Request Proposal (RFP) for Student Health Services for Coastline Community College Students.

1. Background: Coastline Community College will be providing a student health services program to provide general medical evaluations and treatment for acute illnesses and injuries as agreed upon between Coast Community College District and the service provider. Presently Coastline Community College does not have a health center located on campus. Therefore, to provide all enrolled students with a quality healthcare program, we are required to contract out for initial care professional student health services. The student health services program is not an insurance plan and is not designed to replace student's existing health insurance policy.

2. Goal/Purpose:

To provide student health services for students of Coastline Community College

3. Comments: 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 request to advertise a Request for Proposal (RFP) for Student Health Services for Coastline Community College students. The current Standard Services Provider Agreement for Contracted Services with Memorial Prompt Care Medical Group, Inc., to provide student health services was approved by the Board of Trustees on May 4, 2005 and expires August 29, 2010. A copy of the proposed RFP along with the proposed agreement is included in the Board's packet for reference. The Board President, or designee, is authorized to sign the Request for Proposal Letter and any related documents, indicating approval by the Board of Trustees. (See RFP Student Health Services Attachment #7)

4.01. 07 Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Sixth Edition of the Telecourse Student Guide for Cycles of Life: Exploring Biology

1. Background: Cengage Learning wishes to publish the sixth edition of the Telecourse Student Guide for Cycles of Life: Exploring Biology, to accompany the Cycles of Life telecourse produced by Coast Learning Systems. The Publisher and Coast Learning Systems wish to have Coast prepare the necessary revisions for the sixth edition under the same terms and conditions applicable to the Telecourse Student Guide under the Agreement approved by the Board of Trustees on 11/11/94.

2. Goal/Purpose: To revise the current Telecourse Student Guide for Cycles of Life: Exploring Biology (5 th Edition) to accommodate the new edition of the textbook, Biology: Concepts and Applications by Cecie Starr.

3. Comments (if any): None

4. Recommendation Statement: After review by the Interim College President and Risk Services, it is recommended by the Chancellor that the Board approve the Amendment to the Agreement between Cengage Learning and the Coast Community College District to revise and publish the Sixth Edition of the Telecourse Student Guide for Cycles of Life: Exploring Biology according to the Agreement. The Board President, or designee, is authorized to sign the Amendment, and any related documents, indicating approval by the Board of Trustees. (Prior Board approval: 11/11/94. See Cycles of Life SG Attachment # 15)

5. Fiscal Review and Impact: Publisher grant to Coast District of \$4,000

5. Fiscal Review and Impact: Fully offset by student health fee collected. \$4,000 will be retained by

College to cover administrative costs to collect fees. Class Leasing.pdf Butte-Glenn CCD MOU.pdf

Public Speaking Course.pdf General Anthropology.pdf Cultural Anthropology.pdf Butte-Glenn MOU.pdf For Healthcare Service Provider Agreement 2010.pdf Request for Proposals 2010 Updated.pdf Cycles of Life SG.pdf Additional/Administrative/Gontient

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4.02 Approval of Agreements - Golden West College Meeting: 05/05/2010 Regular Meeting Category: 4. Action Items Agenda Type: Action Public Access: Yes Agenceditem Content

4.02 Approval of Agreements - Golden West College

NONE

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 4.03 Approval of Agreements - Orange Coast College

 Meeting:
 05/05/2010 Regular Meeting

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4.03 Approval of Agreements - Orange Coast College

4.03.01 Approve Agreement between California Corporate College and the Coast Community College District for the purpose of partnering with California Corporate College to provide a single point of contact to access training and workforce preparation services throughout California

1. **Background:** The California Corporate College provides a single point of contact for businesses, governmental agencies, associations, and organizations to access training and workforce development services throughout California. It is created as a cooperative venture of California's Community Colleges. The focus of the California Corporate College is to identify opportunities for customized training for the incumbent workers employed with large California corporations that have service delivery needs over multiple college service areas. Business development and contract/project management are the main functions of the California Corporate College.

2. Goal/Purpose:

Corporate training and services provider Product development Statewide marketing Collaboration with California's 110 community colleges to enhance the California Community College System's competitiveness on statewide training and workforce preparation services projects Quality assurance will ensure quality and consistency of contract service delivery First right of refusal on any contract being delivered in their service area Support of the California Corporate College

3. Comments: None

4. **Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between California Corporate College and the Coast Community College District for the purpose of partnering with California Corporate College and Orange Coast College to provide a single point of contact for businesses, governmental agencies, associations, and organizations to access training and workforce preparation services throughout California. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 8).

5. **Fiscal Impact:** Orange Coast College will receive revenues from this contract contingent upon contract agreements with government agencies, associations and organizations for training and workforce development.

4.03.02 Approve Agreement between the Marine Spill Response Corporation (MSRC) and the Coast Community College District to provide surplus suits for use in OCC's Professional Mariner Program

1. Background: The OCC School of Sailing and Seamanship and the Coast Community College District

conducts a USCG approved class in Basic Safety Training for the STCW 95 certificate. Training incorporates the use of survival suits in a pool environment.

2. Goal/Purpose: Provide equipment for training of students in OCC Professional Mariner Program. **3. Comments (if any):** Review by Risk Services

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the Marine Spill Response Corporation (MSRC) and the Coast Community College District to provide surplus survival suits for use in OCC's Professional Mariner Program. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 9).

5. Fiscal Review and Impact: No fee to the District, and there are no matching requirements and no ongoing fiscal commitments.

4.03.03 Approve Agreement between Sunrise Aviation, Inc. and the Coast Community College District to provide service and maintenance to Piper PA-28-150, FAA Registry #N43241

1. Background: The Dean and full-time faculty member worked with Risk Services, OCC fiscal agents, and the owner of Sunrise Aviation, Inc. to develop an agreement to provide maintenance and repair services consistent with FAA standards and campus/district policies and procedures.

2. Goal/Purpose: Provide service and maintenance to Piper PA-28-150, FAA Registry #N43241

3. Comments (if any): Review by Risk Services

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Sunrise Aviation, Inc. and the Coast Community College District to provide service and maintenance to Piper PA-28-150, FAA Registry #N43241. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 10).

5. Fiscal Review and Impact: No cost to the District. Initial funding provided by Perkins 2009/2010 grant. After initial start-up, funds from flight fees will sustain the maintenance account.

4.03.04 Approve Agreement between the San Diego State University Research Foundation and the Coast Community College District to provide an online alcohol education program (eCHECKUP TO GO) for the students of Orange Coast College

1. Background: Research on the drinking behaviors of college students has indicated that students usually greatly overestimate the amount of alcohol their peers are drinking. They then often match their own drinking behavior to their mistaken estimate of their peers' drinking behavior. Therefore, educating students on the actual drinking behavior of their peers tends to have a beneficial effect in reducing binge drinking among college students.

2. Goal/Purpose: Provide an online alcohol education program, customized to data from OCC students collected in the spring of 2007, which will be available to all students, faculty, and administrators. The program can be used individually or as a classroom activity and will provide the OCC Student Health

Center with ongoing data on the alcohol consumption of our student body.

3. Comments (if any): Review by Risk Services

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the San Diego State University Research Foundation and the Coast Community College District to provide eCHECKUP to GO for the students of Orange Coast College. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 11).

5. Fiscal Review and Impact: \$975.00 for a period of 365 days from the date of execution of the agreement to be paid from the OCC Student Health Center budget at no cost to the general fund.



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•	4.04 Approval of Agreements - District
Meeting:	05/05/2010 Regular Meeting
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4.04 Approval of Agreements - District

04.04.01 Approve Agreement between Elavon, Inc. and the Coast Community College District for Payment Processing Services.

1. Background

All three colleges currently use Elavon, Inc. for their payment processing. This includes credit card, debit card, and electronic check payments that occur at various locations at the colleges. The colleges decided to solicit pricing from several vendors to see if the processing costs could be reduced while still maintaining quality customer service.

The Board approved an agreement with TouchNet Information Systems to provide software to improve the web payment processing for students and allow credit card refunds. The anticipated go live date is July 1, 2010. The switch to this vendor requires the District to select a merchant processor. Since the colleges were also seeking pricing for these services, it was decided to combine all processing needs with one vendor and maximize our buying power.

Elavon, Inc. provided the best service package. The pricing was competitive with other vendors and is based on industry interchange rates plus marginal fees. Other typical transaction and statement fees have been waived. Additionally, because Elavon, Inc. works directly with our bank, deposits will be posted to our account on the next business day. Other vendors delay payment for as long as three days which affects our bank balances and associated bank fees. Because the colleges currently use Elavon, they will not have to incur costs for new payment terminals at each of their sites.

2. Goal/Purpose

- a. To select a vendor or on-line payment processing
- b. To reduce costs of processing payments District-wide
- c. To maintain quality customer service for the District and our students

3. Recommendation

After review by the Vice-Chancellor, Administrative Services and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Elavon, Inc. and the District. This Agreement provides the District with improved pricing for payment processing and will result in savings by the District. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board

of Trustees. Elavon, Inc. Attachment No. 12)

4. Fiscal Impact: Fees based on usage. Anticipated savings of \$100,000 for 2010/2011 fiscal year.



Elavon Agreement.pdf

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4.05 Buildings and Grounds Approvals

4.05.01 Authorization to Purchase Classroom and Office Furniture for Golden West College New Learning Resource Center, using the General Services Administration (GSA), Department of General Services, California Multiple Award Schedule (CMAS), and the US Communities Contracts.

4.05.02 Authorization to Purchase Information Technology Equipment and Material from Pacific Blue Micro for New Construction Learning Resource Center at Golden West College.

4.05.03 Authorization to Purchase Information Technology Equipment and Material from Pacific Blue Micro for New Construction ABC Building at Orange Coast College.

4.05.04 Authorization to Purchase Audiovisual Equipment and Material from Spinitar for New Construction Learning Resource Center at Golden West College.



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4.05.01 Authorization to Purchase Classroom and Office Furniture for Golden West College New Learning Resource Center, using the General Services Administration (GSA), Department of General Services, California Multiple Award Schedule (CMAS), and the US Communities Contracts.

1. Background: Public Contract Code Section 20652 provides authority for the governing boards of any community college district without advertising for bids, the use of other public agencies contracts for the lease or purchase of equipment when the board has determined it to be in the best interest of the district.

Architecture design services by Steinberg Architects and the GWC LRC/Library Furniture Selection Committee have reviewed and approved Steinberg's recommendation to purchase furniture and installation from the following, Workplace Resources, Associates Purchasing, Brayton, Open Market, Knoll, Inc, and Exemplis.

- 2. **Goal/Purpose:** To provide the new GWC Learning Resource Center LRC/Library with Classroom and Office Furniture.
- 3. Comments: N/A
- 4. **Recommendation Statement:** After review by the Vice President, GWC Administrative Services, Director of Purchasing and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the purchase of classroom and office furniture and the installation using the above volume contracts for the new Learning Resource Center Building.

Fiscal Impact: NTE \$1,080,000

(Measure C – General Obligation Bond Fund & 08/09 State Capital Outlay) Master Plan Approved Project GWC Learning Resource Center

4.05.02 Authorization to Purchase Information Technology Equipment and Material from Pacific Blue Micro for New Construction Learning Resource Center at Golden West College

1. Background: Public Contract Code Section 20652 provides authority for the governing boards of any community college district without advertising for bids, the use of other public agencies contracts for the lease or purchase of equipment when the board has determined it to be in the best interest of the district. Pacific Blue Micro was awarded a California Multiple Award Schedule (CMAS) contract #3-07-70-1838e for various information technology equipment, cabling, and equipment installation.

- 2. **Goal/Purpose:** To provide the new Learning Resource Center with high performance information technology infrastructure.
- 3. Comments: None.
- 4. Recommendation Statement: After review by the Vice President, GWC Administrative Services, Director of Purchasing and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the purchase for installation, equipment and material from Pacific Blue Micro.

Fiscal Impact: NTE \$388,000 (Measure C – General Obligation Bond Fund & 08/09 State Capital Outlay) Master Plan Approved Project GWC Learning Resource Center

4.05.03 Authorization to Purchase Information Technology Equipment and Material from Pacific Blue Micro for New Construction ABC Building at Orange Coast College.

1. Background: Public Contract Code Section 20652 provides authority for the governing boards of

any community college district without advertising for bids, the use of other public agencies contracts for the lease or purchase of equipment when the board has determined it to be in the best interest of the district. Pacific Blue Micro was awarded a California Multiple Award Schedule (CMAS) contract #3-07-70-1838e for various information technology equipment, cabling, and equipment installation.

- 2. **Goal/Purpose:** To provide the new ABC Building with high performance information technology infrastructure.
- 3. Comments: None.
- 4. **Recommendation Statement:** After review by the Vice President, OCC Administrative Services, Director of Purchasing and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the purchase for installation, equipment and material from Pacific Blue Micro for the new Consumer Health & Science Lab Building (ABC Building).

Fiscal Impact: NTE \$140,000	(Measure C – General Obligation Bond Fund & 08/09 State Capital Outlay)
	Master Plan Approved Project
	OCC Science Facilities
	OCC New Consumer Health & Science Building - New
	Construction (ABC Building)

4.05.04 Authorization to Purchase Audiovisual Equipment and Material from Spinitar for New Construction Learning Resource Center at Golden West College

1. Background: Public Contract Code Section 20652 provides authority for the governing boards of

any community college district without advertising for bids, the use of other public agencies contracts for the lease or purchase of equipment when the board has determined it to be in the best interest of the district. Spinitar has been awarded a California Multiple Award Schedule (CMAS) contract #3-10-58-0077G for audiovisual equipment, cabling, and equipment installation.

- 2. **Goal/Purpose:** To provide ten (10) classrooms at the new Learning Resource Center with high performance audiovisual equipment.
- 3. Comments: None.
- 4. **Recommendation Statement:** After review by the Vice President, GWC Administrative Services, Director of Purchasing and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the purchase for installation, equipment and material from Spinitar.

Fiscal Impact: NTE \$237,000 (Measure C – General Obligation Bond Fund & 08/09 State Capital Outlay) Master Plan Approved Project GWC Learning Resource Center

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Meeting:	4.06 General Items of Business - Coastline Community College 05/05/2010 Regular Meeting
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4.06 General Items of Business - Coastline Community College

4.06.01 Authorization to Approve Revised Mission Statement for Coastline Community College

After review by the Interim College President and at the recommendation of the College Mission, Plan, and Budget Committee, it is recommended by the Chancellor that authorization be given to adopt the revised Mission Statement for Coastline Community College. (See CCC Mission Statement Attachment # 13)

Fiscal Impact: None



CCC Mission Statement Agreement.pdf

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 4.07 General Items of Business - Golden West College

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 05/05/2010 Regular Meeting

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4.07 General Items of Business - Golden West College

4.07.01 Authorization to Conduct a Short-Term Study Abroad Program in History in London, England, June 25 – July 25, 2011

After review by the Dean of Social Sciences, it is recommended by the College President that authorization be given to enter into a standard travel contractor agreement to conduct a Study Abroad Program in History in London, England from June 25 – July 25, 2011. Dave Moore, full-time professor, to serve as faculty. All logistical arrangements will be handled by a service provider to be submitted for approval at a later date.

Fiscal Impact: No cost to the District. No replacement cost for faculty assigned to the program. All payments by trip participants for travel services shall be made to the service provider who shall account to CCCD for the total cost of the trip as well as the faculty's salary.

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4.08 General Items of Business - Orange Coast College

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	4.09 General Items of B	usiness - District	
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4.09 General Items of Business - District

4.09.01 Appointment of Student Trustee for Fiscal Year 2010-11

The District Student Council Student Trustee Selection Committee convened on April 16, 2010 and interviewed four applicants for the 2010-11 Student Trustee. After conducting the interviews, the Selection Committee voted to nominate Lee Fuller of Coastline Community College as the Student Trustee for 2010-11.

After review by the Secretary of the Board, it is recommended by the Board Clerk that the Board of Trustees appoint Lee Fuller as Student Trustee, effective June 1, 2010 through May 31, 2011.

4.09.02 Approve Addendum to the Licenses and Service Agreement Software Schedules between Blackboard, Inc., a Delaware Corporation, and Coast Community College District

1. Background: Orange Coast College's Learning Management System (LMS) Task Force did a side-by-side comparison of Blackboard and Seaport Learning Management Systems. The LMS Task Force saw many good features in Seaport and found that Blackboard is the better product for faculty and students at this time. Blackboard has released version 9 and the campuses will be doing a major conversion and upgrade from version 8. To get the best return on investment from the version 9 conversions and upgrade, the LMS Task Force recommends renewing the Blackboard contract for three years. The OCC Online Advisory Board, Technology Committee, Instructional Planning Council and Academic Senate all endorsed the LMS Task Force findings and recommendation.

Golden West College concurs with renewing the Blackboard contract for three years.

2. Goal/Purpose:

Provide modern electronic classroom and distance education tools to faculty and students Extend partnership with Blackboard for three years

3. Comments (if any): District General Counsel suggested many revisions to Blackboard Master Terms. Some were incorporated into the Master Terms dated June 29, 2009: including California Public Records act in Section 4.1 ("Confidentiality"); changing governing law to California from New York; and adding the forum for disputes.

Section 7.1 ("Disclaimer of Warranty) and Section 7.;2 ("Limitation of Liability") were not revised as suggested by General Counsel. The Director for Risk Services and Administrative Director, District Information Services worked with Blackboard on the revision without success in 2009 and revisited for this Addendum without success. Since Blackboard is the software program with unique features needed for faculty and students, it is agreed that this would be an administrative decision to accept the Addendum without changing the Master Terms since the Master Terms pose minimal risk to the District.

4. Recommendation Statement: After review by the Administrative Director, District Information Services, Vice Chancellor of Administrative Services, and District General Counsel, it is recommended by the Chancellor that the Board approve the Addendum to the Licenses and Services Agreement between Blackboard and Coast Community College District. The Addendum outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Addendum and any related documents, indicating approval by the Board of Trustees. (See Attachment # 14)

	2011	2012	2013	TOTAL
Hosting	175,900	188,213	201,388	565,501
Software License	137,100	146,697	156,966	440,763
Custom Grade	17,000	17,000	17,000	51,000
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	330,000	351,910	375,354	1,057,264

5. Fiscal Review and Impact: \$1,057,264 from general funds:

4.09.03 Consideration of Nomination to the Association of Community College Trustees (ACCT) Public Policy Committee, Pacific Region

ACCT plays a major role in helping formulate national policy pertaining to community colleges. ACCT exists to develop effective lay governing board leadership to strengthen the capacity of community colleges to achieve their missions on behalf of their communities. ACCT provides national leadership on behalf of the more than 7,000 elected and appointed officials who govern the nation's community, junior and technical colleges. ACCT also works to strengthen the strategic connections between community college boards and the array of national and state organizations important to enhancing and bolstering the mission of community colleges.

ACCT is currently accepting nominations for the Public Policy Committee, Pacific Region. To be considered for this position, a candidate must indicate self-interest, receive a letter of recommendation from his/her respective Board President, and submit a one-hundred fifty (150) word statement expressing interest in the vacant position, and be nominated by his/her respective community college governing board.

The Board of Trustees may wish to make a nomination.

4.09.04 Approve Agreements between Total Compensation Systems, Inc., The Epler Company and the Coast Community College District to Provide Government Accounting Standards Board (GASB) 45 Actuarial Valuation Services.

1. Background

GASB 45 requires California community college districts to provide actuarial valuation services for health benefits provided to eligible retired employees of the District. Compliance with GASB 45 requires bi-annual completion of an actuarial valuation of the District's retiree health benefits to determine the liability and accrual expense for these benefits.

2. Goal/Purpose

to determine District retiree health benefit liability in accordance with GASB 45 to determine annual required contributions in order to fund liability to provide information for financial disclosures required in annual audited financial statements

3. Comments

The Audit Committee and the Vice Chancellor of Administrative Services have elected to employ the services of two (2) qualified and League approved actuaries to provide valuation services to the District in order to provide assurance regarding the District's current retiree health liability.

4. Recommendation Statement

After review by the Vice Chancellor of Administrative Services and the Board Audit Committee, it is recommended by the Chancellor that the Board approve the Agreements between Total Compensation Systems, Inc., as well as the Epler Company, and the Coast Community College District to provide actuarial valuation services as required under GASB 45. (See Attachment #16)

5. Fiscal Review & Impact

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Total Compensation Systems, Inc. - \$8,300 The Epler Company - \$8,250 To be paid from Retiree Health Benefit Fund

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Corrected_Coast Community College District_3 Year Amendment (3).pdf Epler Agreement.pdf

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4.10 Resolutions

Coast Community College District Board of Trustees' Resolution #010-09

Resolution Proclaiming May 17-21, 2010 as "Classified Employees Appreciation Week"

Whereas, the week of May 17-21, 2010 is recognized as "Classified Employees Appreciation Week" by the State of California; and

Whereas, the Coast Community College District recognizes that classified employees are an integral component to the success of California's Community Colleges; and

Whereas, classified employees provide valuable services to the students of the Coast Community College District; and

Whereas, the Coast Community College District acknowledges the many contributions made toward the welfare and safety of the students of the Coast Community College District by the classified employees; and

Whereas, classified employees at the Coast Community College District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE, BE IT RESOLVED, that the Coast Community College District Board of Trustees hereby recognizes and commends the contributions of the classified employees to quality education in the State of California and in the Coast Community College District, and proclaims the week of May 17-21, 2010, as "Classified Employees Appreciation Week" in the Coast Community College District. CCCD Agenda 05/05/10

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Budget Transfers May 5, 2010 M. Stead

Adoption of Resolution of January through March 2010 Budget Transfers

The adopted budget is the original spending plan for the District. As needs arise in the course of business, budget transfers are processed to properly account for expenditures. Budget transfers are prepared and approved at each college and submitted to the District budget department for approval and processing.

Coast Community College District Board of Trustees Resolution # 010-08

To:

WHEREAS, the California Code of Regulations (Title V) Section 58307, requires the Board of Trustees to approve, by a majority vote, all transfers of funds between expenditure classifications.

THEREFORE, BE IT RESOLVED, that the following budget transfers be made. Note: There are a total of 459 transfers for January through March 2010, 284 of which are restricted.

From:

General Fund 11

1000 3000 7000	Certificated Salaries Employee Benefits Other Outgo	154,627 23,157 200,989	2000 4000 5000 6000	Classified Salaries Supplies Services Capital Outlay	33,998 31,493 229,340 83,942
	Total Revenue	378,773		Total Expenses	378,773
<u>Capital</u>	Outlay Fund 41	·			
6000	Capital Outlay	37,455	5000	Services	37,455
	Total Revenue	37,455		Total Expenses	37,455
<u>GO Bo</u>	nd Fund 42				
4000 5000	Supplies Services	1,631 42,713	6000	Capital Outlay	44,344
	Total Revenue	44,344		Total Expenses	44,344

Bd Date: May 5, 2010 Marsha Stead Budget Revisions January - March 2010

Adoption of Resolution to Increase Income and Expenditure Budget for 2009-2010

On September 2, 2009, the Coast Community College District Board of Trustees approved the 2009-2010budget. Some program fundings were not known at the time of adoption of the district budget. As of March, district administration is projecting to have a budget decrease of \$15,384 during 2009-2010. As this was not included in the 2009-2010 Adopted Budget, it is necessary to adopt a resolution to decrease income and expenditure for 2009-2010.

After review by the Vice Chancellor, Administrative Services, it is recommended by the Chancellor that the following resolution be adopted:

Coast Community College District Board of Trustees Resolution # 010-07

WHEREAS, the governing Board of the Coast Community College District has determined that net income in the amount of \$15,384 will not be received during 2009-2010 for various programs,

THEREFORE, BE IT RESOLVED, that pursuant to Section 58308 of the Title 5 of California, revenues and expenditure will be increased according to the following schedule:

General Fund

8100 8600 8800	Federal Revenue State Revenue Local Revenue	471,830 + (1) 450,868 - (2) 36,346 - (3)	1000 2000 3000 4000 5000 7000	Certificated Salaries Classified Salaries Employee Benefits Supplies Services Other Outgo	91,256 - 149,140 + 16,698 + 23,100 - 3,566 - 63,300 -
	Totai Revenue	15,384 -		Total Expenses	15,384 -
inc Es Inc	crease WIA Disl Work tablish budget for WIA crease WIA Disadv Ad	New Start Prison per	award	12,150 - 216,441 + 52,000 + 131,132 + 84,407 +	
Inc De De Inc	ecrease On the Job Tra ecrease At Risk Youth ecrease Non Credit Ma crease BFAP Outreact	Hospital budget per sta aining budget per awar Boating Schol budget atriculation budget per a	d oer alloc	172,028 + 146,167 + 481,895 - 1,259 - 1,513 - 4,500 + 288,896 -	
Dε		A Puente grant ant budget to complete rnship grant per award	grant	1,500 + 36,921 - 925 -	

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Meeting: Category: Agenda Type: Public Access	05/05/2010 Regular Meeting 4. Action Items Information		· · ·	

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 April 7, 2010 Regular Meeting of April 21, 2010 Special Meeting / Study Session of April 21, 2010



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pdf Min 4-21-10 Special Meeting Study Session.pdf

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 Agenda Item Content

4.12 Opportunity for Public Comment

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 Conten

Agendallem

4.13 Recess to Closed Session

Meeting: 05/05/2010 Regular Meeting Category: 4. Action Items Agenda Type: Action (Consent) Public Access: Yes

Agenda Item Content

4.13 Recess to Closed Session

Recess to Closed Session

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

- 4.13.01 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 a. Security Coordinator
 - 7. Classified Staff
 - Reclassification and Reorganization/Reassignment
 a. Evening Information Coordinator
 b. Telecourse Marketing Coordinator
 - 9. Classified Temporary Assignments
 - 10. Hourly Staff
 - 11. Substitute Classified
 - 12. Clinical Advisor/Summer
 - 13. Medical Professional Hourly Personnel
 - 14. Student Workers
- 4.13.02 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 CourtCase No. 30-2009-00126090Jacobson v. Coast Community College District (Arbitration)Williams v. Barr , et al., US District Court Case No. SACVIO-47 DOC (MLGX)Magana vs. Coast Community College District et al ., Orange County Superior CourtCase No. 30-2010-00346951Lopez vs. Golden West College, Office for Civil Rights Case No. 09-10-2094Coast Community College Association vs. Coast Community College District,PERB Case #LA-CE-54-36-EGeorge Behr v. Coast Community College DistrictOrange County Superior Court Case Number 30-2010-003497-SC-SC-HNBRodriguez vs. Coast Community College District et al , DFEH Case No. E200910K0841Rodriguez vs. Coast Community College District et al., EEOC Case No. 37AB014161
Liti	4.13.03 gation	Conference with Legal Counsel: Anticipated
		(Pursuant to sub-section "b" of Government Code Section 54956.9)
		Significant exposure to litigation: Claim filed by Michael Greeley
$\left(\right)$	4.13.04	Public Employee Discipline/Dismissal/Release (Pursuant to Government Code Section 54957)
	4.13.05	Public Employee Performance Evaluation (Pursuant to Government Code Section 54957) Position: Chancellor
	4.13.06	Conference with Labor Negotiator (Pursuant to Government Code Section 54957.6)
		Agency Negotiator: Joseph Quarles Ed.D., Vice Chancellor, Human Resources Employee Organizations: Coast Federation of Classified Employees (CFCE), Coast Community College Association - California Teachers Association/National Education Association (CCCA-CTA/NEA), Coast Federation of Educators/American Federation of Teachers (CFE/AFT), Unrepresented Employees: Association of Confidential Employees (ACE), Unrepresented Employees: Coast District Management Association (CDMA), Educational Administrators
	4.13.07	Reconvene Regular Meeting
(4.13.08	Report of Action from Closed Session (if any)

4.13.09 Adjournment

Additional Administrative Content

Created on 04/28/2010 at 01:52 PM IDV Christian Teeler Las roudate on 04/30/2010 by Christian Teeler.

Special Meeting / Study Session

Board of Trustees

Coast Community College District

District Board Room

3:00 p.m.

April 21, 2010

MINUTES

A Special Meeting/Study Session of the Board of Trustees of the Coast Community College District was held on April 21, 2010 in the Board Room at the District Office.

1. Call to Order

Board President Jerry Patterson called the meeting to order at 3:01 p.m.

2. Roll Call

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

3. Public Comment (Closed Session – Items on Agenda)

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

4. Convene to Closed Session

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

This item was moved and heard following Agenda Item 11.

5. Reconvene Open Session

This item was moved following Agenda Item 11.

6. Report of Action from Closed Session

This item was moved following Agenda Item 11.

7. Pledge of Allegiance

Trustee Lorraine Prinsky, Board Vice President, led the Pledge of Allegiance to the United States.

8. Opportunity for Public Comment

Betty Rodriguez addressed the Board regarding Agenda Item 9.

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

Board President Patterson opened the Public Hearing at 3:04 p.m.

There were no public comments made during the Public Hearing.

There being no speakers, it was moved by Mr. Patterson and seconded by Ms. Hornbuckle to close the Public Hearing.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:Mr. Howald

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

It was moved by Dr. Prinsky and seconded by Mr. Patterson to 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.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:Mr. Howald

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

Dr. Ding-Jo Currie, Chancellor and C.M. Brahmbhatt, Vice Chancellor of Administrative Services provided the Board with a presentation on the status of the Fiscal Year 2009-10 and 2010-11 Budgets (See appendix A, pages 5-12).

Mr. Brahmbhatt shared with the Board a memo from Scott Lay, President, Community College League of California, regarding updates and the current status of California's budget process (See appendix B, pages 13-14).

Mr. Brahmbhatt provided the Board with a Health Benefits Perspective of the projected cost and increase of health benefits for Fiscal Years 2009-2010 and 2010-2011 (See Appendix C, page 15).

The Board recessed to Closed Session at 4:41 p.m. to discuss the following items:

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

The Board reconvened to Open Session at 5:25 p.m.

There was no report of Closed Session.

12. Adjournment

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

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:Mr. Howald

The meeting was adjourned at 5:26 p.m.

Secretary of the Board of Trustees

Appendices

Page

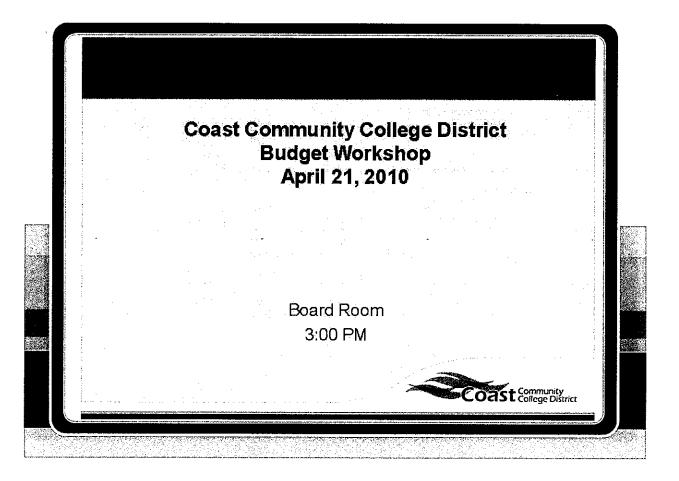
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A. Coast Community College District Budget Workshop Presentation	5-12
B. Memo from Scott Lay, President, CCLC	13-14
C. Health Benefits Perspective	15

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Appendix A



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	2010-11	2011-12	2012-13
 A) 2009-10 Budget Reduction (covered by one-time funds) 	\$ 5,822,688	\$ 5,822,688	\$ 5,822,688
Negative State COLA (.38%)	\$ 648,363	\$ 648,363	\$ 648,363
Board Election	\$ 550,000	\$-	\$ 550,000
Estimated Mandalory Increase STRS (0%, 1%, 2%) PERS (.5%, 1.9%, 4%) UKC (.42%)	\$215,000 \$515,000 \$7,751,051	\$ 535,000 \$ 817,000 <u>\$ 515,000</u> \$ 8,338,051	\$ 1,070,000 \$ 1,721,000 <u>\$ 515,000</u> \$ 10,327,051
 To Protect Categorical Contract Employees 	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
C) Negotiable items Salary increase			
CFE (10/11 increase .75%) CFCE/Classified (unfunded 09/10) CCA	\$ 400,000 \$ 450,000 unknown	\$ 400,000 \$ 450,000 unknown	\$ 400,000 \$ 459,000 unknown
CDMAOther	unknown	unknown '	บทหางพา
Health Benefits Step & Column	\$ 1,400,000 <u>\$ 1,200,000</u> \$ 3,450,000	\$ 2,000,000 <u>\$ 2,400,000</u> \$ 5,250,000	\$ 2,600,000 <u>\$ 3,600,000</u> \$ 7,050,000
TOTAL SHORTFALL	\$ 12,701,051	\$ 15,088,051	\$ 18,877,051
CUMULATIVE SHORTFALL	\$ 12,701,051	\$ 27,789,102	\$ 46,666,153
Assumptions			
 There will be a negative COLA for 2010/14 Statewide Growth Funds of 2.2% available Faculty contract will expire June 30, 2011. CFE/Classified and CCA Contract will exp District will backfil categorical contract em contract employees' jobs. 	tor 2010/11 only. Dist	ict share is unknown.	Coas

	2005/20	06	2006/20	07	2007/200	08	2008/20	9	2009/20	10
	Actua	1	Actua	1	Actual		Actual		Budge	t
DESCRIPTION	EXP	TOT EXP %	EXP	TOT EXP 9						
ACADEMIC SALARIES	62,224,293	39%	68,753,487	39%	77,119,426	40%	78,566,413	41%	74,000,602	38%
CLASSIFIED SALARIES	38,451,713	24%	41,538,796	23%	45,988,677	24%	46,399,742	24%	46,335,847	24%
TOTAL SALARIES	100,676,006	63%	110,292,283	62%	123,108,103	64%	124,966,155	65%	120,336,449	629
EMPLOYEE BENEFITS	39,694,283	25%	38,589,412	22%	41,400,218	21%	44,072,466	23%	42,328,536	22%
TOTAL SAL. & BENEFITS	140,370,289	88%	148,881,695	84%	164,508,321	85%	169,038,621	88%	and a set of the set	849
SUP PLIES & MATERIALS	2,464,810	2%	2,693,863	2%	3,178,252	2%	2,631,583	1%	3,219,496	2%
OTHER OPER.EXP &SERV	13,097,816	8%	16,375,279	9%	17,059,217	9%	18,407,268	10%	23,654,063	12%
CAPITAL OUTLAY	1,676,226	1%	2,329,488	1%	3,753,189	2%	911,784	0%	1,663,610	1%
OTHER OUTGO	1,885,423	1%	6,728,540	4%	6,710,979	3%	2,085,127	1%	2,991,562	2%
TOTAL EXPENDITURES	159,494,564	100%	177,008,865	100%	195,209,958	100%	193,074,383	100%	194,193,716	100%
									Communi College D	h . (

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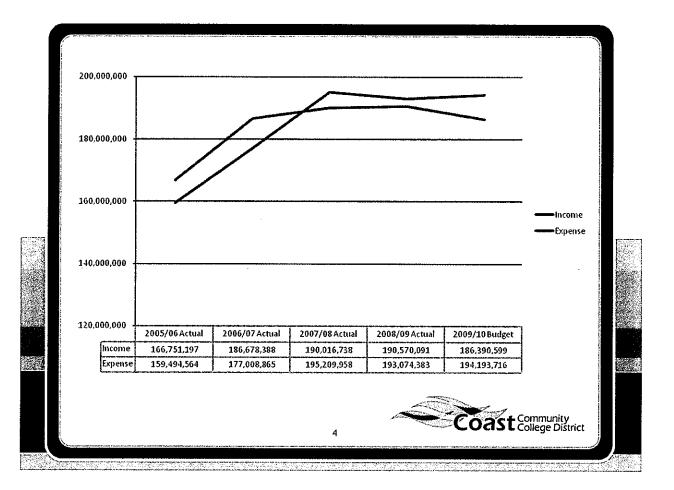
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4200 Reference Books					
WENTON WEIGHEIGHIGE GOOK2	6,468	19,645	11,321	17,633	19,602
4300 Supplies	2,057,089	2,228,144	2,686,233	2,210,033	2,629,114
4400 Media Supplies	7,253	23,722	8,935	1,221	39,793
4600 Fuel Oil Repair Parts	394,000	422,352	.471,762	402,697	530,987
Total Supplies	2,464,810	2,693,863	3,178,251	2,631,584	3,219,496
Services					
S001 Indirect Exp Chargeback	(303,032)	(287,721)	(321,736)	(270,869)	-
5100 Personal and Consultant	266,365	376,455	689,063	774,077	569,875
5200 Travel	519,009	373,983	417,974	392,264	496,480
5300 Subscriptions/Dues/Member	-	252,083	213,645	236,188	267,440
S400 Insurance	1,226,345	1,279,403	1,119,354	1,190,445	1,399,877
5500 Utilities	4,116,029	4,986,891	5,290,422	5,808,500	5,128,142
5600 Rent Leases Repairs	2,981,521	4,430,059	4,948,284	4,969,152	5,815,028
S700 Legal/Election/Audit	1,486,957	1,807,020	1,145,461	2,284,794	1,741,880
5800 Other Operating	2,621,416	3,157,106	3,556,750	3,022,717	4,869,301
5900 Holding for Distribution	-	-	-	-	3,366,040
Total Services	13,097,816	16,375,279	17,059,217	18,407,268	23,654,063
Equipment					
6100 Site Improvement	42,174	21,376	89,265	55,899	50,851
5200 Building Improvement	482,709	81,934	75,711	113	60,118
6300 Library Books	87,144	71,135	169,678	103,316	98,055
6400 Equipment	1,064,199	2,155,043	3,418,535	752,456	1,454,586
Total Equipment	1,676,226	2,329,488	3,753,189	911,784	1,663,610

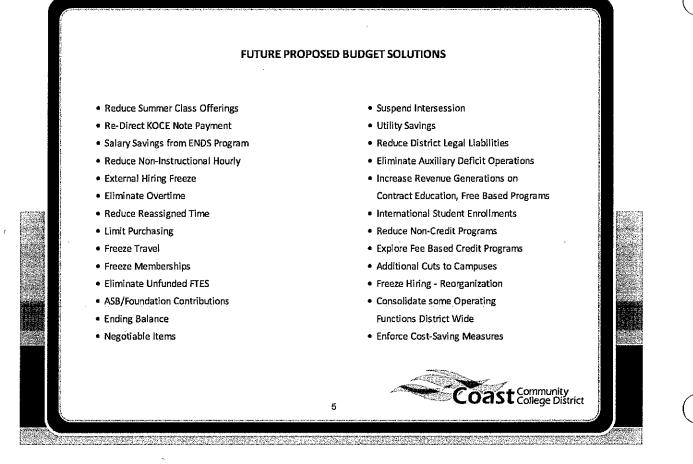
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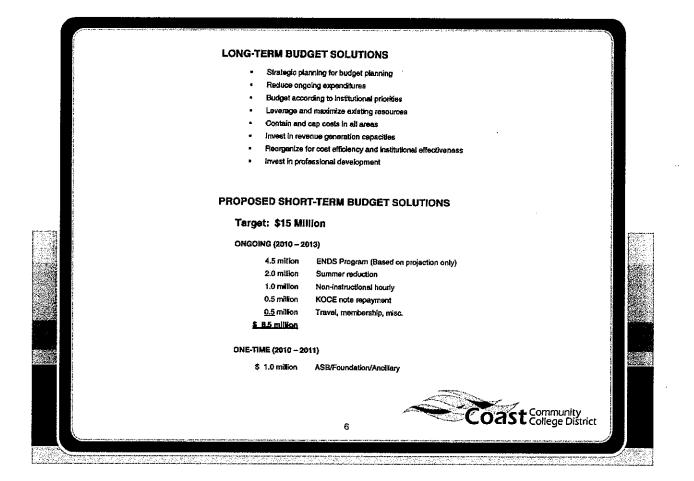


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Site:	District-wide	Total # of Employees	Current Salary	Statutory Benefits	Health Benefits	Total
	e <u>ral Fund:</u> y - Retirements	19	2,004,299	277,161	-	2,281,460
Counis	elor - Retirements	1	121,396	16,631	-	138,027
Classi	fied - Retirements	14	819,470	174,931	-	994,401
Classi	fied - Resignations	1	45,335	9,684	12,800	67,819
Confid	ential - Retirements	0	-	-	-	-
Confid	ential - Resignations	0	-	-	-	
Manag	ers - Retirements	3	346,263	59,278	-	405,541
Manag	ers - Resignations General Fund Totals:	0 38	3,336,763	537,685	- 12,800	3,887,248
	Gross GF Savings PT Faculty Backfill Net GF Savings	19 x \$45,000	3,887,248 855,000 3,032,248			
					Coas	t Community College Distric

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COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

April 19, 2010

Dear Martha,

While in Seattle for the American Association of Community Colleges, someone asked me last night why all is so quiet on the budgetary front and if the budget process was proceeding on the normal track.

First, describing California's budget process ever as "normal" is like describing a Rube Goldberg machine as efficient. That said, we are in the expected lull in activity as budgeteers figure out just how much they are going to have to cut to close out this year's budget. The real starting line is May 14, when the Governor is expected to release his May Revision to the January proposed budget.

Meanwhile, the budget subcommittees continue to explore "big picture" issues, while most Capitol energy is in the policy committees during a routine end-of-April rush to hear legislation. This Wednesday at 4pm, the budget subcommittee on education and Assembly Higher Education will convene a joint meeting exploring "Higher Education Student Enrollment and Student Success."

Some of you asked good follow-up questions after my message last week as we try to make sense from the daily revenue obsession of April and the overall budget situation.

In January, the Administration projected \$88 billion in revenue in the current year of 2009-10. Through March, revenues exceeded projections by \$2.6 billion. However, April is the most significant revenue month for the state, with \$10 billion in personal income tax (PIT) revenues anticipated.

Through Friday, the <u>state collected \$2.9 billion</u> in PIT revenues, which should reflect all tax payments made electronically, but not those that mailed checks on April 15. I would say it would be overly optimistic now that the state will reach is projected revenue. While daily collections are volatile, if we assume the remaining 10 business days in April bring in the average of the last three business days, our end of month total will be just under \$7.5 billion-\$2.5 billion short and essentially wiping out the above-projection revenues from the first three months of the year.

If indeed that happens, we're essentially back at the governor's January budget proposal, which closed a \$19.9 billion shortfall through deep cuts to health, human services and K-12 education, and which anticipated \$8 billion in federal solutions (both revenue and regulatory walvers). With less than \$1 billion of those federal solutions materializing and the Legislature sending strong signals that it is not supportive of many of the health and human services cuts, we are facing a very difficult process closing the budget hole and community colleges will be threatened with further cuts and student fee increases.

Meanwhile, we have some good news on the federal level, which could help ease the state's budget problem.

Senator Harkin introduces education jobs bill

Mirroring the \$23 billion in funding for education jobs included in the House-passed Main Street Jobs for America Act, Senator Tom Harkin (D-IA) introduced the <u>"Keep Our Educators Working Jobs Act of 2010"</u> last week. Harkin is the chair of the Health, Education, Labor and Pensions committee.

Like last year's State Fiscal Stabilization Fund included in the stimulus bill and intended to minimize devastating state education cut, the funds would be distributed to states that agree to maintain their

level of investment in K-12 and higher education.

The funding for California would likely be around \$2.8 billion--money that can soften the continued cuts at our schools and colleges.

We encourage our colleges to send letters to Senator Harkin in support of the bill. AACC and ACCT have sent a letter (<u>http://www.acct.org/AACC_ACCT_Harkin_Ed_Jobs_Fund_Ltr.pdf</u>), which can be easily tailored to reflect the impacts of budget cuts on your campus. In your letter, focus on the lost jobs, whether from unfilled departures, layoffs, and reduced sections taught by part-time faculty jobs.

By providing state support for education, we keep our community members employed and keep our classes open and services maintained. This is the economically smart thing to do as we recover from the great recession.

SB 1440: The Student Transfer Achievement Reform Act

One of the most significant pieces of legislation for community colleges will be heard on Wednesday by the Senate Education Committee. <u>SB 1440</u> would provide a clear pathway for students to guaranteed admission at a campus of the California State University while also providing students with associate degrees from their community colleges.

After hearing pros and cons, both policy boards of the League (CCCT and CEOCCC) **took support positions** on SB 1440 during their meetings this weekend. While it is difficult to support the preemption of the ability of local colleges to establish local associate degree requirements, the boards are deeply concerned that as many as 50% of our students transferring to CSU could be otherwise eligible for an associate's degree. With a share of our students transferring to CSU but not completing a bachelor's degree, it is important we provide formal recognition of their community college achievements for their long-term economic security.

It is economical essential for them and their families to ensure they complete an associate's degree on the way to their transfer destination.

The bill would provide one type of associate's degree, and colleges could continue to specify local requirements for the remainder of their associate programs.

The bill also doesn't "fix" the problem of impacted CSU campuses and majors and the seemingly continuous change in admissions requirements, on which we must continue to work. This is mostly the cause of the state's divestment from higher education and we will partner with UC and CSU to advocate to the Legislature and governor to ensure that our students have sufficient slots for transfer.

Sincerely,

Scott Lay President and Chief Executive Officer Orange Coast College '94

> Community College League of California 2017 O Street, Sacramento, California 95811 916.444.8641 . <u>www.ccleague.org</u>

Health Benefits Perspective Number of Employees Covered = 2,196 · 2009-2010 Budget per Employee \$ 12,800 · 2009-2010 Projected Cost per Employee \$ 13,200 · 2010-2011 Projected Cost per Employee \$ 13,600 Total Cost \$ 29,865,600 Maximum District Budget for 2010-2011 (Net Cost per Employee) \$ 12,000 Total Cost \$ 26,352,000 · Adjustment Needed for Current Plan 3,513,600 \$

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Regular Meeting

Board of Trustees

Coast Community College District

District Board Room

5:30 p.m.

April 21, 2010

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on April 21, 2010 in the Board Room at the District Office.

1. Call to Order

Board President Jerry Patterson called the meeting to order at 5:32 p.m.

2. Roll Call

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

3. Public Comment

Vicki Hay, CalWORKS Coordinator at Orange Coast College and Nancy Villejo, student at Orange Coast College addressed the Board of Trustees regarding the CalWORKs program. (See Appendix A, pages 4-5)

4. Resolution Accepting Retirement of Lois Miller

The Board expressed appreciation and congratulations to Lois Miller for her years of service and dedication to the Coast Community College District:

It was moved by Mr. Patterson and seconded by Dr. Prinsky to accept the retirement.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:Mr. Howald

5. Presentation of Service Awards

Service Awards were presented in five-year increments for anniversary dates beginning with 5 years and ending with 40 years of service to the District. After the awards were presented, Board President Patterson thanked the award recipients, on behalf of the Board, and acknowledged them for their dedication to the District.

6. Adjournment

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

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:Mr. Howald

The meeting was adjourned at 6:20 p.m.

Secretary of the Board of Trustees

Appendices

A. Statement of Vicki Hay, CalWORKs Coordinator, Orange Coast College...... 4-5

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Appendix A

Good evening Chancellor Currie and members of the Board,

My name is Vickie Hay and 1 am the Coordinator of the CalWORKs program at Orange Coast College. I am here tonight for two reasons. The first is to offer my gratitude to the District for the generous backfill dollars to our categorical programs for the 2009/2010 fiscal year. All our campus programs are appreciative of the investment by the District, knowing that each of you recognizes the value of the services we provide to the students of our colleges.

Incidentally, through the state Chancellor's mid-year reallocation process, OCC has been awarded additional childcare dollars in the amount of \$195,000. We also applied for and received over \$60,000 in TANF-ECF workstudy and job development funds, which will also contribute towards the reimbursement of District backfill, as well. As Coordinator of the program, it has been my goal to refund the Coast Community College District for as much of the backfill as possible, thus allowing those dollars to be used elsewhere to compensate for the deep budget cuts.

Never did I think I would be faced with yet another deep cut to program funds, having barely survived the 50% state cut to campus CalWORKs program only five years ago. Yet here we are looking at losing another nearly 40% of our grant. When the campus CalWORKs programs were initiated in 1998, the California legislature earmarked \$15 million of the \$65 million and restricted expenditures to childcare assistance exclusively. Shortly after the 50% budget cuts in 2003/2004, the state Chancellor's Office allowed colleges to certify the county welfare departments were funding childcare subsidies, thus permitting the transfer of childcare dollars to coordination and administration.

Instead, I made the decision to continue the five year tradition of offering CalWORKs families the opportunity to have their children placed at the premier early care and education center in Orange County...if not the state. The Harry & Grace Steele Children's Center has a mission and philosophy that is unique in the childcare industry and I personally believe the Center is one of the primary reasons why many student parents are so successful, not only in their academic pursuits, but more importantly in their role as parents.

I admit to taking a certain pride in knowing that this one small campus program has funded approximately \$1.3 million dollars to the Children's Center since 1999 and allowed so many families to benefit from the experience. Our program has supported hundreds of children over the years, and I confess to feeling heartbroken that this collaboration between CalWORKs and the Children's Center will terminate as of July 1, 2010. The Center manager and staff are working towards transferring as many CalWORKs students as possible to either of their Department of Education grants; however, there is no guarantee of slots available for all

Prepared by Vickie Hay, Coordinator CalWORKs at Orange Coast College 4/21/10 CalWORKs families. This is tragic considering many of these children may have been in placement at the Center since infancy.

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Here and now, I promise as soon as the fiscal crisis turns around and our program's funding is restored to previous levels, it will be my commitment to once again dedicate CalWORKs program funds to the Harry & Grace Steele Children's Center. I also promise to continue coordinating the CalWORKs program with as little negative impact to our students as possible during these especially challenging times. It is my pledge to support the CalWORKs families and assist them in achieving their educational and career goals.

In closing, Gail Devers said, "Keep your dreams alive. Understand to achieve anything requires faith and belief in yourself, vision, hard work, determination, and dedication. Remember all things are possible for those who believe."

Prepared by Vickie Hay, Coordinator CalWORKs at Orange Coast College 4/21/10

Regular Meeting Minutes 4-21-10, pg 6

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Regular Meeting

Board of Trustees

Coast Community College District

District Board Room

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

April 7, 2010

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on April 7, 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 5:04 p.m.

1.02 Roll Call

Trustees Present:Jerry Patterson, Mary Hornbuckle, Walter Howald, Jim Moreno,
Lorraine Prinsky and Student Trustee Robert LaneTrustees 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 5:05 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
- 6. Classified Management
- 7. Classified Staff a. Staff Aide
- 8. Reclassification and Reorganization/Reassignment
- 9. Classified Temporary Assignments

 a. Director, Computer Services
 b. Special Assignment
 c. Staff Specialist
- 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. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX) Magana vs. Coast Community College District et al., Orange County Superior Court Case No. 30-2010-00346951 Lopez vs. Golden West College, Office for Civil Rights Case No. 09-10-2094 Coast Community College Association vs. Coast Community College District, PERB Case #LA-CE-54-36-E Rodriguez vs. Coast Community College District, et al., DFEH Case No. E200910K0841 Rodriguez vs. Coast Community College District, et al., EEOC Case No. 37AB014161

1.04.03 Public Employee Discipline/Dismissal/Release (Pursuant to Government Code Section 54957)

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

Position: Chancellor

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

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

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

1.06 Pledge of Allegiance

Board President, Jerry Patterson 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 Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted unanimously to approve Agenda Item 1.04.01, Public Employment. (See appendix A, pages 25-32)

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 five requests to address the Board regarding Agenda Item 4.09.02 and were heard at the time the item is presented.

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:

Faculty

Roger Camp, GWC, retirement effective 5-31-2010 Susan Lee Warren, GWC, retirement effective 5-31-2010 Nancy Viele, GWC, retirement effective 6-30-2010

Management

Belen Genet, GWC, retirement effective 4-3-2010 Steven Ludwig, GWC, retirement effective 6-30-2010

Classified

Douglas Winey, CCC, retirement effective 7-1-2010 Anita Renninger, GWC, retirement effective 5-30-2010 Linda Mott, OCC, retirement effective 6-26-2010

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to accept these retirements and change the retirement date of Linda Mott from June 27, 2010 to June 26, 2010.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent: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:

Dr. Marilyn Brock, 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:

Perly Abdulnour, Coastline Community College Steven Sewell, Golden West College Kris Cutting, Orange Coast College

2.01.04 Reports from the Academic Senate Presidents

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

Dr. Eduardo Arismendi-Pardi, Orange Coast College (OCC) Academic Senate President Dr. Arismendi-Pardi read and provided the Board with a Resolution (See appendix C, page 35)

Diane Restelli, Golden West College (GWC) Academic Senate President Ms. Restelli read and provided the Board with two Resolutions (See appendix B, pages 33-34)

Nancy Jones, Coastline Community College (CCC) 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) Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE)

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 dates of the upcoming Board Committee meetings.

Trustee Moreno provided a report of the Audit Committee. Trustees Howald and Moreno provided a report of the Career Technical Education and Budget Committees. Trustee Howald provided a report of the Land Development Committee and Trustee Prinsky provided a report of the Orange County Legislative Task Force.

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 April 7, 2010 Agenda.

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.

2.02.03 Opportunity for the Board to Review the Board Directives Log

The Board reviewed and discussed the items on the Board Log.

It was moved by Mr. Howald and seconded by Mr. Moreno to make the following changes to the Board Log:

1. Change the date on # 1, "Provide the Board with frequent updates on the District's compliance with the 50% Law" from "Ongoing" to August 18, 2010.

2. Change the date on # 6, "Progress report of Common Course Numbering" from April 7, 2010 to July 21, 2010.

3. Change the date on # 7, "Revisit Participatory Governance Policies and Procedures" from March 3, 2010 to October 6, 2010.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

2.02.04 Receive 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

The Board of Trustees will hold a hearing on this matter at a Special Meeting on April 21, 2010 at 3:00 p.m.

2.03 Review of Buildings and Grounds Reports

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the April 7, 2010 Agenda.

3.00 Consent Calendar

It was moved by Ms. Hornbuckle and seconded by Mr. Lane approve the Consent Calendar in its entirety with the addition of the list of Purchase Orders that was provided after the Agenda went to print.

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

Board President Patterson moved Agenda Item 4.09.02 forward to be heard at this time.

The following speakers addressed the Board on this matter: Kris Cutting Helen Hawthorne Gregg Carr Jaima Bennett Steven Sewell (See appendix D, page 36)

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Amendment to the Agreement with Follett Higher Education Group, effective April 8, 2010. The Amendment to the Agreement allows the District to expand its collaboration with Follett Higher Education Group to include all three colleges of the Coast Community College District. The Board President or designee is authorized to sign the Amendment to the Agreement and any related documents indicating approval by the Board.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.01 Approval of Agreements – Coastline Community College

4.01.01 Approve Agreement between the Boeing Company and the Coast Community College District to Provide Courses and Programs to Boeing Employees

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Agreement between The Boeing Company and the Coast Community College District to provide fee-based and credit-bearing courses to Boeing employees through Boeing's Preferred School Partner (PSP) Program and in coordination with Boeing's Learning Together Program (LTP). The term of this Agreement will commence on April 8, 2010, and will expire four years after execution date. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Contract education enrollment fees of \$169/unit with a projection of \$30,000 in the first year.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.01.02 Approve Agreement between Streaming Media Hosting Co-location (SMHC) and the Coast Community College District for the Coastline Community College Colocation for College Network Services

It was moved by Mr. Howald and seconded by Mr. Moreno to approve the Agreement between SMH Co-location (SMHC) and the Coast Community College District to provide cabinets at the co-location for College network servers and related equipment for the duration of this Agreement. This facility has 24/7/365 power, cooling, internet connectivity, support and security capabilities ensuring mission critical operations. The term of this Agreement is from April 8, 2010 through June 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: \$25,800 annually

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 Memorandum of Understanding between Habitat for Humanity of Orange County, Inc., and the Coast Community College District

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the Memorandum of Understanding between Habitat for Humanity of Orange County, Inc., a California nonprofit public benefit corporation and the Coast Community College District, allowing Habitat for Humanity of Orange to remove items designated by the District that may or may not generally include, and are not limited to the following: cabinetry (actual, physical removal from location of original installation at the site), desks, water heaters, forced air units, air conditioning units, and file cabinets. The District desires to donate the fixtures removed and hauled from the site by Habitat for sale in their ReStores. Habitat for Humanity's Deconstruction Team will begin removing the fixtures on April 8, 2010, with the work completed on April 23, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: None

Motion carried with the following vote:

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

4.01.04 Approve Amendment to an Agreement between the County of Orange and the Coast Community College District/One-Stop Center to Provide National Emergency Grant (NEG) – Mortgage Assistance (Contract # 16-NEG2-10) Services

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Amendment to an Agreement between the County of Orange and the Coast Community College District/One-Stop Center to provide National Emergency Grant (NEG) – Mortgage Assistance II services to eligible participants as determined through the Orange County One-Stop Delivery Center. The Amendment is to extend the term of the contract. The Board President, or designee, is authorized to sign the Amendment to the Agreement.

Fiscal Review and Impact: No change in Fiscal Impact.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.01.05 Approve Agreement between Commanding Officer, Naval Construction Battalion Center, Gulfport, and the Coast Community College District to Provide Educational Support Services to Personnel of the United States Navy

It was moved by Mr. Moreno and seconded by Mr. Howald to approve the Agreement between Commanding Officer, Naval Construction Battalion Center, Gulfport and the Coast Community College District to provide on-site educational support services to active duty personnel, reservists, eligible retired military personnel, the Department of Defense employees, and civilians on board Naval Construction Battalion Center, Gulfport. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: No Cost to District

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.01.06 Approve Agreement between Commanding Officer, William Beaumont Warrior Transition Battalion and the Coast Community College District to Acquire and Operate a National Test Center for College-Level Examination Program® (CLEP eCBT), Internet-based DSST®, and Excelsior College® Examination (ECE CBT) Testing Programs

It was moved by Mr. Lane and seconded by Ms. Hornbuckle to approve the Agreement between Commanding Officer, William Beaumont Warrior Transition Battalion and the Coast Community College District to operate a "restricted" national test center and provide CLEP® eCBT, internet-based DSST®, and ECE CBT testing programs to military and civilian personnel at William Beaumont Warrior Transition Battalion, Fort Bliss, Texas. The term of the Agreement will extend from the date signed by both parties and shall remain in effect until terminated by either party. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. **Fiscal Review and Impact:** Expenses not to exceed \$10,000; a standard test administration fee of \$10-\$20 per test shall be paid for each test administered.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.01.07 Approve Agreement between Educational Testing Service and the Coast Community College District to Administer College-Level Examination Program® (CLEP® eCBT) Testing Programs in Support of the MOU between Commanding Officer, William Beaumont Warrior Transition Battalion and the Coast Community College District

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle to approve the Agreement between Educational Testing Service and the Coast Community College District authorizing Coastline to administer CLEP® eCBT examinations to military and civilian personnel at William Beaumont Warrior Transition Battalion. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Income to District: \$20 per test administered.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.01.08 Approve Agreement between Prometric and the Coast Community College District to Administer Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) for College Credit in Support of MOUs between Military Installations and the Coast Community College District to Operate as National Test Centers

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Agreement between Prometric and the Coast Community College District authorizing Coastline to administer Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) examinations to military and civilian personnel at Coastline's National Test Centers. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Income to District: \$20 per test administered.

Motion carried with the following vote:

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

4.01.09 Approve Agreement between Orange County Performing Arts Center and the Coastline Community College Foundation for the 2010 Visionary of the Year Awards

It was moved by Mr. Lane and seconded by Dr. Prinsky to approve the Agreement between the Orange County Performing Arts Center and the Coastline Community College Foundation. The Agreement outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Expenses NTE \$60,000 to be paid from proceeds raised from the event.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.01.10 Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Sixth Edition of the Telecourse Student Guide for Cycles of Life: Exploring Biology

At the recommendation of staff, Board President Patterson pulled this item.

4.01.11 Approve Agreement between SunGard Higher Education and the Coast Community College District to Implement Seaport Integration Phase II Services

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the Amendment to the Agreement between SunGard Higher Education and the Coast Community College District for Seaport Integration Phase II. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Expense amount estimated at 300 hours at \$180/hr or \$54,000. The source of funding for this initiative is Contract Education.

Motion carried with the following vote:

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

4.01.12 Approve Agreement between Santa Clarita Community College District and the Coast Community College District to Apply for Grant Funding for Captioning of Geology Videos

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

Fiscal Review and Impact: Grant funding would reimburse \$2,592 to cover cost of captioning.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.01.13 Approve an Amendment between the State of California Department of General Services and the Coast Community College District/One-Stop Center for the Additional Leased Space by the Employment Development Department for the purpose of providing American Recovery and Reinvestment Act (ARRA) Services at the Orange County One-Stop Center – Westminster site

It was moved by Mr. Moreno and seconded by Dr. Prinsky to approve the Amendment to an Agreement between the State of California Department of General Services and the Coast Community College District/One-Stop Center to provide an additional 657 net usable square feet for the term commencing on October 1, 2009 through June 30, 2011 and increase the monthly rate to include an additional \$1,130.04 per month. The Board President, or designee, is authorized to sign the Amendment to the Agreement.

Fiscal Review and Impact: Monthly rent increase of \$1,130.04 from October 1, 2009 through June 30, 2011 per Agreement.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.01.14 Approve an Amendment between the State of California Department of General Services and the Coast Community College District/One-Stop Center for the Additional Leased Space by the Employment Development Department for the purpose of providing American Recovery and Reinvestment Act (ARRA) Services at the Orange County One-Stop Center – Irvine site

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Amendment to an Agreement between the State of California Department of General Services and the Coast Community College District/One-Stop Center to provide an additional 448 net usable square feet for the term commencing on October 1, 2009 through June 30, 2011 and increase the monthly rate to include an additional \$972.15 per month. The Board President, or designee, is authorized to sign the Amendment to the Agreement.

Fiscal Review and Impact: Monthly rent increase of \$972.16 from October 1, 2009 through June 30, 2011 per Agreement.

Motion carried with the following vote:

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

4.01.15 Approve an Amendment to an Agreement between NCS Pearson, Inc. and the Coast Community College District to Provide Computer-based Professional and Occupational Certification Examinations

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the Amendment to an Agreement between NCS Pearson, Inc. and the Coast Community College District authorizing Coastline to administer computer-based professional and occupational certification examinations to military service members, military spouses and eligible civilians on National Test Centers operated by Coastline. The Amendment states that Pearson will pay District \$20 per test administered for the following exams: Excelsior College, Excelsior College Funded Military, UExcel and GMAT. The Board President, or designee, is authorized to sign the Amendment to the Agreement.

Fiscal Review and Impact: Increase revenue from \$10 to \$20 per test administered.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.01.16 Approve an Amendment to an Agreement Number 3 between the City of La Habra and the Coast Community College District/One-Stop for the purpose of leasing space for the Youth Program at the Orange County One-Stop Center – Westminster site

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Amendment to an Agreement between the City of La Habra and the Coast Community College District/One-Stop Center to extend the terms of the lease commencing on January 1, 2010 through December 31, 2014 and increase the monthly rates 5 cents per square foot, yearly (see table below) for a monthly rental amount starting at \$2,150.33 per month. The Board President, or designee, is authorized to sign the Amendment to the Agreement.

Period	Monthly Per Sq Ft Rental Rate	Monthly Base Rent
1/10/10 - 12/31/10	\$1.75	\$2,150.33
1/10/11 - 12/31/11	\$1.80	\$2,211.77
1/10/12 - 12/31/12	\$1.85	\$2,273.21
1/10/13 - 12/31/13	\$1.90	\$2,334.65
1/10/14 - 12/31/14	\$1.95	\$2,396.09

Fiscal Review and Impact: Monthly rent starting at \$2,150.33 and increasing January of each year per Agreement.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.02 Approval of Agreements – Golden West College None

4.03 Approval of Agreements – Orange Coast College

4.03.01 Approve Agreement between the State of California Department of Boating and Waterways and the Coast Community College District to provide a Grant in the amount of \$ 24,650

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the Agreement between the State of California, Department of Boating and Waterways and the Coast Community College District to provide scholarships for At-Risk boating courses, equipment for OCC Lido, sailing instructor training and assistance to attend required CA DBW conference. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Total grant \$24,650.00 (\$4,050 for equipment purchase; \$20,400 for scholarships and \$1,200 for instructor training) for the fiscal year 2010-2011, and there are no matching requirements and no ongoing fiscal commitments.

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 the Community College Library Consortium and the Coast Community College District to renew electronic databases.

It was moved by Mr. Lane and seconded by Mr. Howald that authorization be given to enter into an agreement between the Community College Library Consortium and the Coast Community College District for the renewal Cycle for OCC Library electronic databases effective July 1, 2010, through June 30, 2011. Original date of agreement for the databases is January, 2001. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

CQ Press	CQ Global Researcher
CQ Press	CQ Researcher w/o PEOR
Lexis Nexis	Academic

McGraw-Hill Access Science Serials Solutions360 Core

Fiscal Impact: \$14,782.21

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

4.04.01 Approve Renewal of Service Agreement between Mandate Resource Services, LLC and the Coast Community College District for Mandated Cost Claim Preparation Services

After review by the Vice-Chancellor, Administrative Services and District General Counsel, it is recommended by the Chancellor that the Board approve the Service Agreement between Mandate Resource Services, LLC and the District. This Agreement provides for claims preparation and services related to the State Mandated Cost programs. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Cost of \$8,000 is reimbursable through the mandated cost reimbursement program. Net cost: \$0.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.04.02 Authorization to Enter into a Retainer Agreement between Callahan and Blaine and the Coast Community College District

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle that authorization is given to enter into the Retainer Agreement between the Law Offices of Callahan and Blaine and Coast Community College District for the purpose of providing legal services to the 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: Legal fees to be paid from funds budgeted for legal services.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.04.03 Authorization to Enter into a Retainer Agreement between Callahan and Blaine and the Coast Community College District

It was moved by Mr. Lane and seconded by Dr. Prinsky that authorization is given to enter into the Retainer Agreement between the Law Offices of Callahan and Blaine and Coast Community College District for the purpose of providing legal services to the 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: Legal fees to be paid from funds budgeted for legal services.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.04.04 Approve Lease between the California Highway Patrol (CHP) / State of California and the Coast Community College District for Use of Space at the La Habra Heights Broadcasting Facility

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Lease between the California Highway Patrol / State of California and Coast Community College District. The Lease outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Lease and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Gross Income of \$13,200 per year.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.05 Buildings and Grounds Approvals

4.05.01 Authorization to File Notice of Completion

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle that authorization is 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.

CCC Restoration of Exterior Metal Panels, Bid No. 1967 Contractor: Painting & Decor

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.05.02 Approve Architect Agreement with Hill Partnership, Inc.; Golden West College Language Arts Complex; Final Project Proposal

It was moved by Ms. Hornbuckle and seconded by Mr. Howald that authorization be given to employ Hill Partnership, Inc. for architectural services for the Golden West College Language Arts Complex Final Project Proposal. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

The scope of services is to include the following tasks:

a.	Final Project Proposal	\$57,000
b.	Reimbursable Expenses	\$ 1,500

Fiscal Impact: \$58,500	(District Capital Outlay Funding)
	Master Plan Approved Project
	GWC Language Arts Complex

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.05.03 Approve Independent Contractor Agreement with Psomas; Orange Coast College Sewage Lift Station Analysis

It was moved by Ms. Hornbuckle and seconded by Mr. Howald that authorization be given to employ Psomas for engineering services for the Orange Coast College Sewage Lift Station Analysis pursuant to a Standard Independent Contractor Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

The scope of service is to include the following tasks:

- a. Meetings, Utilities Research, Update Utilities Basemap
- b. Piping Capacity Analysis and Sewer Master Plan Alternatives
- c. Existing Lift Station Analysis and Recommendations
- d. Reimbursable Expenses not to exceed \$3,000

The fee to perform the above service is \$22,730.

Fiscal Impact: \$22,730 (General Obligation Bond fund – Measure C) Master Plan Approved Project OCC Science Facilities OCC New Consumer Health & Lab Science Building (ABC Building)

Motion carried with the following vote:

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

4.05.04 Authorization for Addendum No. 1 to Bundy Finkel Architects; Orange Coast College Student Center Temporary Swing Space

It was moved by Mr. Howald and seconded by Ms. Hornbuckle that authorization be given to accept Addendum No. 1 for additional architectural services for the Orange Coast College Student Center Temporary Swing Space. The Board President, or designee, is authorized to sign the Lease and any related documents, indicating approval by the Board of Trustees. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

The scope of services is to include the following:

1. Furnish and coordinate the plumbing engineering design service for the Temporary Kitchens Project.

a.	Plumbing Engineer	\$2,640
b.	Civil Engineer	\$2,365

- 2. Provide additional electrical engineering to furnish and coordinate site lighting design, add communication infrastructure, provide multiple power points and modular building load review.
 - a. Electrical Engineer \$4,180
- 3. Provide additional civil engineering reflecting redesign and revising utility/site and grading plans.
 - a. Civil Engineer \$2,420

The total fee for above services is \$11,605.

Fiscal Impact: \$11,605 (General Obligation Bond Fund/Measure C) Master Plan Approved Project OCC Upgrade Student Services OCC Student Center

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:None

Absent: None

4.05.05 Ratification of Termination of General Contractor from the Orange Coast College Softball Field Project; Bid No. 1964

It was moved by Ms. Hornbuckle and seconded by Mr. Lane that the Board ratify the termination of general contractor, MJ Contractors, Inc. (MJC) for cause, from the Orange Coast College Softball Field Project (Bid #1964), effective February 6, 2010. MJC has failed to competently and diligently perform services required pursuant to its contractor agreement with the District for this project.

Fiscal Impact: No Cost Impact to the District (Bond holder on this project will incur all completion costs).

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.05.06 Approve Lease Agreement with Mobile Modular Management; Orange Coast College Student Center Renovation Swing Space

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve a lease agreement between Mobile Modular Management Corporation and the Coast Community College District. This lease agreement will provide necessary temporary buildings for the Orange Coast College Student Center Renovation Swing Space during the Student Center renovation. The Board finds that it is in the District's best interest to utilize the Santa Ana Unified School District Piggyback Bid No. 14-05 in accordance with Public Contract Code Sections 20118 and 20652, so as to avoid increased project costs and substantial delay in project completion. The Board President, or designee, is authorized to sign the lease agreement and any related documents, indicating approval by the Board of Trustees.

- a. Cafeteria Relocation \$689,057 (To include delivery, set up, and removal of a production kitchen, loading/unloading area, cafeteria seating area, and associated equipment including a monthly lease of \$79,040 for a lease period starting July 2010 through January 2011)
- b. Captain's Table Relocation \$490,728 (To include delivery, set up, and removal of the Captain's Table restaurant, Culinary Arts lab kitchen/bakery, and associated equipment including a monthly lease of \$52,547 for a lease period starting July 2010 through January 2011)
- c. Associated Students Offices and Classroom Building \$109,223 (To include delivery, set up, and removal of a 84' x 60' building to serve as the ASOCC offices and Culinary Arts Program classroom, including a monthly lease of \$6,445 for a lease period starting July 2010 through January 2011)

d. Restroom Building

\$ 31,785

(To include delivery, set up, and removal of a 12' x 60' restroom building, including a monthly lease of \$2,970 for a lease period starting July 2010 through January 2011)

e. Security Deposit

\$ 82,000

f. Allowance for Orange County Health Department Requirements \$10,000 (This allowance will be used for any mandates by the Orange County Health Care Agency during the set up of the building. The allowance may only be used if pre-approved by the College, the construction manager, and District Facilities.)

Fiscal Impact: \$ 1,412,793 (Measure C General Obligation Funds) Master Plan Approved Project OCC Upgrade Student Services OCC Student Center Renovation

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.06 General Items of Business – Coastline Community College

4.06.01 Approval for the Orange County Registrar of Voters to Place a Voting Poll at Coastline Community College

It was moved by Mr. Lane and seconded by Ms. Hornbuckle to approve the Registrar of Voters for the County of Orange to operate a voting poll at Coastline Community College Center on June 8, 2010, for the Statewide Primary Election. This voting poll will provide registered voters in this voting precinct with an opportunity to cast their ballots in the Coastline College Center building without disruption to ordinary District business. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Voting Poll will be operated by the County Registrar of Voters at no cost to the College or District.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle	
No:	None	
Absent:	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 Authorization to purchase Library Shelving for Golden West College Learning Resource Center using the (CMAS) California Multiple Award Schedule Volume Contracts

It was moved by Mr. Lane and seconded by Dr. Prinsky to authorize the purchase of Estey library shelving utilizing the CMAS No. 4-09-71-0066B volume purchasing agreement.

Fiscal Review & Impact: Expense amount Not to Exceed \$191,000 from Measure C General Obligation Bond Funds.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.09.02 Approval of Amendment to the Agreement with Follett Higher Education Group for Bookstore Services

This item was moved forward and heard earlier in the Agenda.

4.09.03 Election of Members to the California Community College Trustees (CCCT)

The CCCT holds elections each year for one-third of its membership of 21 community college trustees throughout California. CCCT has submitted a roster of candidates to each community college district in California. The Board of Trustees can vote for up to seven candidates. Votes are due to the CCCT offices in Sacramento no later than April 26, 2010.

It was moved by Mr. Moreno and seconded by Dr. Prinsky that Trustees vote for the following list of seven candidates:

Louise Jaffe, Santa Monica Community College District (Incumbent) Stephen Castellanos, San Joaquin Delta Community College District Cy Gulassa, Peralta Community College District Isabel Barreras, State Center Community College District (Incumbent) Donald L. Singer, San Bernardino Community College District (Incumbent) Walter G. Howald, Coast Community College District (Incumbent) Eva Kinsman, Copper Mountain Community College District

The Board President and Board Secretary are authorized to sign any related documents related to this election, indicating approval by the Board of Trustees.

Motion carried with the following vote:

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

4.10 Resolutions

4.10.01 Coast Community College District Board of Trustees Resolution # 010-05 Resolution to Enter Into an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center Instructional Materials Grant

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to adopt Coast Community College District Board of Trustees Resolution # 010-05 Resolution to Enter into an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center Instructional Materials Grant

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.11 Approval of Minutes Regular Meeting of March 17, 2010

It was moved by Mr. Moreno and seconded by Mr. Howald to approve the minutes of the Regular Meeting of March 17, 2010.

Motion carried with the following vote:

Aye:Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

4.12 Personnel Action Item

4.12.01 Ratification of the Tentative Agreements Between the Coast Community College Association/California Teachers Association-National Educators Association (Coast CCA/CTA-NEA) and the Coast Community College District

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to ratify the tentative Agreement between the Coast Community College Association/California Teachers Association-National Educators Association (Coast CCA/CTA-NEA) and the Coast Community College District. The District and CCA/CTA negotiated Article XV, Scheduling.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

It was moved by Mr. Patterson and seconded by Mr. Moreno to reconsider Agenda Item 4.01.02 to allow for additional discussion.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

Following discussion and clarification provided by Mr. Kevin McElroy, Vice President Administrative Services at Coastline Community College, it was moved by Mr. Patterson and seconded by Ms. Hornbuckle to approve Agenda Item 4.01.02.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

5.00 Public Comment (Items not on the Agenda)

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

The Board recessed to Closed Session at 9:15 p.m.

The Board reconvened to Open Session at 10:11 p.m.

There was no report of action from Closed Session.

6.00 Adjournment

There being no further business, it was moved by Ms. Hornbuckle and seconded by Dr. Prinsky that the meeting be adjourned in memory of Inez Howald and Jaime Escalante.

Motion carried with the following vote:

Aye:Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. HornbuckleNo:NoneAbsent:None

The meeting was adjourned at 10:12 p.m.

Secretary of the Board of Trustees

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Appendices

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A. Public Employment Report	25-32
B. Academic Senate's Resolution Supporting Students and Academic Senate's Resolution	
Detailing Concerns Regarding the Coast Community College Publishing Corporation	33-34
C. Full Time Faculty Hiring Resolution	35
D. Associated Students of Golden West College Bookstore Resolution	

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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 COLLEGE

SPECIAL ASSIGNMENT Start Date Pay Type EXH End Date <u>Name</u> Pay Rate Chen, Eric 04/08/10 06/30/10 \$29.46 To assist in Cisco router configuration for security and delivery of the network data traffic for Coastline College. Kosbab, Tina 04/14/10 04/30/10 EXH \$29.46 To participate in a Special Programs transfer night, to encourage high school students with developmental delays to enroll in Coastline DDL classes. Ostrowski, Kenneth 04/08/10 06/30/10 EXH \$29.46 To revise student guide and test bank for a Biology course.

GOLDEN WEST COLLEGE

COUNSELOR PROVIDING REFERENCE SERVICES							
Name	Start Date	End Date	Pay Type	Pay Rate			
Fipps, Patricia	01/30/10	05/30/10	OVR	\$72,00			
Justification: Late paperwork from Division							

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	Start Date	End Date	Pay Type	Pay Rate
Marchbank, Earnest	08/31/09	12/20/09	- IUM	\$901.20
	01/30/10	05/30/10	IUM	\$901.20

Justification: Revision to prior Board action from a Special Assignment to Instructional Unit Assistant

INDIVIDUALIZED STUDY

Name	Start Date	End Date	Pay Type	Pay Rate	<u>Discipline</u>
Amen, Tom	04/13/10	04/3010	EXM	\$34.58	Theater
Baker, Frank	04/13/10	04/30/10	EXM	\$34,58	Biology
Butler, Thomas	04/13/10	04/30/10	EXH	\$10.00	Art
Cast, Steven	04/13/10	04/30/10	EXH	\$10.00	Biology
Conley, Brian	04/13/10	04/30/10	EXM	\$34.58	Art
Ebert, Darrell	04/13/10	04/30/10	EXM	\$34.58	Art
Egan, Catherine	04/13/10	04/30/10	EXM	\$34.58	Biology
Kaliski, Lucy	04/13/10	04/30/10	EXH	\$10.00	Biology
Kelly, Darla	04/13/10	04/30/10	EXM	\$34.58	Biology
Kubis, Thomas	04/13/10	04/30/10	EXM	\$34,58	Music
Lamantia, Mary Lynn	04/13/10	04/30/10	EXM	\$34.58	Biology
Lopez-Rodriguez, A,	04/13/10	04/30/10	EXM	\$10.00	Spanish
Tayyar, Paul	04/13/10	04/30/10	EXM	\$34.58	Special Topics
Tortolano, James	04/13/10	04/30/10	EXM	\$34.58	Journalism
Vail, Travis	04/13/10	04/30/10	EXM	\$34.58	Biology
Wegter, Rachel	04/13/10	04/30/10	EXH	\$10.00	Comm Studies

PRE-SEASON COACHES

PRE-SEASON COAC		End Data:	Dev Trees	Pay Rate	Discipline	
Name	Start Date	End Date	Pay Type			
Brazney, Suzanne	03/29/10	04/03/10	PDH	\$29.46	Softball	
Kopp, Kyle	03/29/10:	04/03/10	PDM	\$43.23	Women's Swim	
Lawler, William	03/29/10	04/03/10	PDM	\$43.23	Men's Volleyball	
Pierce, Lowell	03/29/10.	04/03/10	PDM	\$43.23	Men/WomenTrack	
Simpson, Matthew	03/29/10	04/03/10	PDH	\$29.46	Men/WomenTrack	
Taylor, Scott	03/29/10	04/03/10	PDM	\$43.23	Men's Swim	
Villarreal, Roberto	03/29/10	04/03/10	PDM	\$43.23	Baseball	
Justification: Late paperwork due to a transition division office staffing						

ORANGE COAST COLLEGE

SRECIAL ASSIGNMENT							
Name	Start Date	End Date	<u>Pay Type</u>	<u>Pay Rate</u>			
Tamanaha, Stephen	04/01/10	04/30/10	EXM	\$1000.00			
To assist with men's basketball.							
Justification: Late paperv	Justification: Late paperwork from Division						

HIGH SCHOOL DANCE DAY						
Name	Start Date	End Date	Pay Type	Pay Rate		
Nemeth, Angelika	04/14/10	04/14/10	EXH	\$29.46		

INTERSESSION COUNSELORS

Name	Start Date	End Date	Pay Type	Pav Rate			
Marron, Elias	01/04/10	01/29/10	INM	\$97.15			
Schneiderman, Robert	01/04/10:	01/29/10	INM	\$93.85			
Justification: Late paperwork from Division							

INSTRUCTIONAL UNIT ASSISTANT STIPEND

Name	Start Date	End Date	Pay Type	Pay Rate	<u>Discipline</u>
Alves, Michell*	08/31/09	12/20/09	IUM	\$1502.00	Math/Engineering
Baker, Karen**	01/30/10	05/30/10	ľÚM	\$1502.00	Marine Science
* Institication: Late	election and notifica	tion by Denar	tment		

**Justification: Late notification of individual going on Sabbatical therefore increasing IUA assignment

PDH

PDH

PDH

\$29.46

\$29.46

\$29,46

ARTICULATE HIGH SCHOOL AND COMMUNITY COLLEGE COURSES FOR STUDENTS

ANTIOULATETIGITO					<u> </u>
Name	Start Date	End Date	Pay Type	Pay Rate	
Belcher, Mary	05/01/10	05/30/10	PDM	\$43.23	
Yanaga, Randall	05/01/10	05/30/10	PDM	\$43.23	
<i>7</i> ·					
COACHING DURING S	SPRING BREAK				
Name	Start Date	End Date	Pay Type	Pay Rate	
Collins, Sean	01/04/10	04/23/10	PDH	\$29.46	
Grant, David	01/04/10	04/23/10	PDH	\$29.46	
		and the second		all and the second second	

01/04/10 04/23/10 Ketcham, Christopher Rojas, Rubilena 01/04/10 04/23/10 Turner, Travis 01/04/10 04/23/10

Justification: Late paperwork from Division

COACHES STIPEND

Name	Start Date	End Date	Pay Type	Pay Rate
Altobelli, John	04/01/10:	04/30/10	EXM	\$1000.00
Behr, Laura	04/01/10	04/30/10	EXM	\$1000.00

lacopetti, Anthong	04/01/10	04/30/10	EXM	\$1000.00	
Knox, John	04/01/10	04/30/10	EXM	\$1000.00	
Maran, Janice	04/01/10	04/30/10	EXM	\$1000.00	
Ochoa, Marco	04/01/10	04/30/10	EXM	\$1000.00	
Smith, Kevin	04/01/10	04/30/10	EXM	\$1000.00	
Watson, Don	04/01/10	04/30/10	EXM	\$1000.00	
Justification: Late paperwork from Division					

INTERNSHIP ACADEM	<u>Y</u> .			
Name	Start Date	End Date	Pay Type	Pav Rate
Amaral, Christina	05/01/10	05/30/10	EXM	\$72,00
Arismendi-Pardi, E.	05/01/10	05/30/10	EXM	\$72.00
Baltes, Christine	05/01/10	05/31/10	EXH	\$73.94
Bayes, Chauncey	05/01/10	05/31/10	EXH	\$73.94
Bianchi, Erin	05/01/10	05/31/10	EXH	\$73.94
Broberg, Scott	05/01/10	05/31/10	EXH	\$73.94
Carter, John	05/01/10	05/31/10	EXH	\$73.94
Craig, Sandra	05/01/10	05/31/10	EXH	\$73.94
Derflinger, Bruce	05/01/10	05/31/10	EXH	\$73.94
Golden, Jill	05/01/10	05/30/10	EXM	\$72.00
Lawell, Cheri	05/01/10	05/30/10	EXM	\$72.00
Lohman, Benejamin	05/01/10	05/30/10	EXM	\$72.00
Neil, Jeanne	05/01/10	05/30/10	ĒΧΜ	\$65.57
Peters, Jennifer	05/01/10	05/31/10	EXH	\$73,94
Phan, Kristopher	05/01/10	05/31/10	EXH	\$73.94
Prioleau, Karen	05/01/10	05/31/10	EXH	\$57.44
Rangno, Erik	05/01/10	05/31/10	EXM	\$72,00
Sabori, Sibley	05/01/10	05/31/10	EXH	\$73,94
Skele, Leon	05/01/10	05/31/10	EXM	\$72.00
Sparkuhl, Patrick	05/01/10	05/31/10	EXH	\$73.94
Sugden, James	05/01/10	05/30/10	EXM	\$67,85
Werblin, Cathleen	05/01/10	05/30/10	EXM	\$72.00

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:

<u>CCC</u>

.

<u>Name</u> Montague, Judy <u>GWC</u>	<u>LHE</u> 1.12	<u>Justification</u> Late assignment to provide required instructor coverage in Student Success Center
<u>Name</u> Mitchell, Nicholas	<u>LHE</u> 2.00,	Late assignment based on student enroliment
OCC Name Gillissen, Blade Livingston, Tab	<u>LHE</u> 4.70 2.00	Late paperwork from Division Late paperwork from Division
Civingatori, Lab	2,00	care papernoir nom omsion

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 \$44,36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2009-10 academic year.

<u>Coastline College</u> Ahlman, Mary Nguyen, Ky Terry, Brenda Wild, Michelle

Golden West College Catanzaro, Matther Curry, Maureen Ellison, Montil Gonzalez, Julian Hoügh, Daniel Kenneth, Angelika Kim, Ellen Orudoinursjui Ott, Torii Zuldervaart, Genevieve

<u>Orange Coast College</u> Harmer, Ann Nguyen, Huy Russell, Gregory

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

Name	LHE:	Justification
Crowley, Erin	0,500	Late Paperwork
Sak, Kathleen	6,000	Emergency hire for two unstaffed 8 week courses
Salminen, Katri	1.500	Second instructor needed due to large enrollments at census date class started 3/1/10

Golden West College

Name	<u>LHE</u>
Borack, Christy	1.500
Garg, Akash	5.250
Graves, Buchanshi	1,130

Scheduling adjustment within the Cosmetology Dept Employee did not complete newhire processing Class added 3/22/10

04/07/10 Bd

4

Orange Coast College

Name	LHE	
Cervantes, Aureliano	2.875	Late paperwork finalizing coverage for Admin leave
Jewett, Brit	1.155	Employee failed to complete docs in a timely manner
Kenney, Daniel	2.600	Late paperwork from Division
Ledbetter, Jaclyn	4.000	Late paperwork from Division
Taylor, Daniel	4.440	Late paperwork finalizing coverage for Admin leave
Young, John	1,625	Late paperwork from Division
Zachwieja, Thomas	2.805	Late paperwork finalizing coverage for Admin leave

5. Educational Administrator None.

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:

Classified Promotion

<u>Name</u> Martinez, Mary *Classified In-House

Loc <u>Title</u> GWC Staff Aide* <u>Start Dt</u> 04/08/10 <u>Vacancv #</u> G-008-10

<u>Plomt</u>

E-48-03

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);

Classified to Management

Revision to Previous Board Action

<u>Name</u> Mihatov, Steven	Loc CCC	<u>From</u> Information Sys Tech Sr	<u>To</u> Director, Computer Servíces	<u>Action</u> Extend end date from 04/30/10 to 07/31/10	<u>Plcmt</u> G-24-05
Classified					

<u>Name</u>	Loc	<u>From</u>	<u>To</u>	Start Dt	End Dt	<u>Plomt</u>
La, Bill	GWĆ	Instructional Assoc-Learning Disabilities	Special Assignment	04/08/10	09/30/10	E-48-05

Revision to Previous Board Action

<u>Name</u>	Loc	From	<u>To</u>	Action	Plemt
Wakim, Anis	OCC	Instructional Food	Staff Specialist	Extend end date from	E-50-05
		Services Coordinator		4/30/10 to 07/31/10	

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.

Name Battistelli, L'Oreal Becker, Chris Carpenter, Marcus Chu, Christine Gause, Cameron Kahler, Amanda Lozano, Marisol Lyoris, Jeffrey Morris, Shawn Nguyen, Sarah Nguyen, Sarah Nguyen, Tiger Patton III, Artist Quach, Steven	20000000000000000000000000000000000000	Start Date 04/08/10 03/24/10* 03/29/10* 04/08/10 03/29/10* 04/08/10 03/24/10* 03/24/10* 03/24/10* 03/24/10* 03/24/10* 03/24/10*	End Date 06/30/10 04/01/10 06/30/10 04/01/10 06/30/10 06/30/10 04/01/10 06/30/10 04/01/10 04/01/10 04/01/10 04/01/10 04/01/10 04/01/10	Funding Source 818030-879910 812035-281201 812035-281201 110001-804513 812035-281201 110001-307201 812035-281201 812035-281201 812035-281201 812035-281201 812035-281201 812035-281201 812035-281201 812035-281201 812003-879910 812001-261052	Days-to Work M,T,W,TH,F M,T,W,TH,F M,T,W,TH M,T,W,TH M,T,W,TH,F M,T,W,TH,F M,T,W,TH,F M,T,W,TH,F M,T,W,TH,F M,T,W,TH,F M,T,W,TH,F M,T,W,TH,F M,T,W,TH,F M,T,W,TH,F M,T,W,TH,F
		04/10/10 04/10/10	06/30/10 06/30/10	120100-259802 120135-257415	M,T,W,TH,F M,T,W,TH,F
		04/10/10 04/10/10	06/30/10 06/30/10	124060-250300 120123-257410	M,T,W,TH,F M,T,W,TH,F
Sailors, Robert	OCC	03/29/10*	04/01/10	812035-281201	M,T,W,TH
Springer, Constance	CCC	04/08/10	06/30/10	120010-850101	M,T,W,TH,F
Suh, Saron	CCC	04/08/10	06/30/10	120010-850101	M,T,W,TH,F
Tovar, Teresa	OCC	03/24/10*	04/01/10	812035-281201	M,T,W,TH,F
Trah, Travis	GWC	04/08/10	06/30/10	813005-381202	M,T,W,TH,F
* Justification: Campus Pers approval.	onnel dia	d not understan	d it was new as	signment needing p	rior Board

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.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Beck, Jonathan	GWC	04/08/10	06/30/10	813020-381301	M,T,W,TH,F
Goodman, Vance	GWC	04/08/10	06/30/10	110001-324104	M,T,W,TH,F

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Oatman, Ryan	OCC	04/08/10	06/30/10	110001-210100	M,T,W,TH,F
O'Connell, Shannon	OCC	04/08/10	06/30/10	812001-201592	M,T,W,TH,F
	OCC.	04/08/10	06/30/10	110001-201591	M,T,W,TH F
	OCC.	04/08/10	06/30/10	124034-256041	M,T,W,TH F
	000	04/08/10	06/30/10	124033-256041	M,T,W,TH F
	000	04/08/10	06/30/10	120176-251030	M,T,W,TH,F
Sonneveldt, Bryan	OCC	04/08/10	06/30/10	812001-201592	M,T,W,TH,F
	0000	04/08/10	06/30/10	110001-201591	M,T,W,TH,F
	OCC .	04/08/10	06/30/10	124034-256041	M,T,W,TH,F
	0000	04/08/10	06/30/10	124033-256041	M,T,W,TH,F
	occ	04/08/10	06/30/10	120176-251030	M,T,W,TH,F
Topjian, Christie	GWC	04/08/10	06/30/10	124006-361518	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.

Name	LOC	Start Date	End Date	Funding Source	Days to Work	
Arroyo, Ernest	OCC	01/01/10*	06/30/10	812015-263750	S,SU	
Arroyo, Jorge	OCC	01/01/10*	06/30/10	812015-263750	S,SU	
Dearborn, Elizabeth	GWC	04/08/10	06/30/10	127006-385102	7 days/wk	
	GWC	04/08/10	06/30/10	813015-381401	7 days/wk	
Hibbs, Justin	GWC	04/08/10	06/30/10	127006-385102	7 days/wk	
	GWC	04/08/10	06/30/10	813015-381401	7 days/wk	
Nguyen, Annie	GWC	04/08/10	06/30/10	127006-385102	7 days/wk	
	GWC	04/08/10	06/30/10	813015-381401	7 days/wk	
Vazquez, Carlos	GWC	04/08/10	06/30/10	127006-385102	7 days/wk	
• • •	GWC	04/08/10	06/30/10	813015-381401	7 days/wk	
* Instituation: Compute Detectional did not understand it was now acclonment acading prior Poard						

* Justification: Campus Personnel did not understand it was new assignment needing prior Board approval.

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>	LOC	Start Date	End Date	Funding Source	Days to Work
Hardy, Shannon	GWC	04/08/10	06/30/10	813005-347502	M,T,W,TH,F
Murolo, Thomas	GWC	04/08/10	06/30/10	110001-324104	M,T,W,TH,F
Spencer, Alyson	OCC	04/08/10	06/30/10	812035-212812	M,T,W,TH,F
	OCC	04/08/10	06/30/10	812035-212814	M,T,W,TH,F
Strachan, Glenn	0000	04/08/10	06/30/10	812035-212812	M,T,W,TH,F
	000	04/08/10	06/30/10	812035-212814	M,T,W,TH,F
Welch, Brendon	OCC	04/08/10	06/30/10	812035-212812	M,T,W,TH,F
	OCC	04/08/10	06/30/10	812035-212814	M,T,W,TH,F

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

<u>Name</u> Krikerian Jeanne		<u>Start Date</u> 03/18/10	End Date 06/30/10	Funding Source 812035-281201	Days to Work
Krikorian, Joanne Shore, Lisa		03/29/10	05/14/10	124007-856104	M,T,W,TH,F M,T,W,TH,F
Shubert, Robert	CCC	EXTEND	05/31/10	110001-849002	M,T,W,TH,F

04/07/10 Bd

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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

Duran, Matthew Sanchez, Marcos Wood, Marjorie

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

Coastline College Chu, John

Golden West College Do, William Lee, Hoonjung Nguyen, Quyen Owen, Kelly Shively, Erin Wakid, Sultan

Orange Coast College De Troya, Nadia Myers, Ashley Nguyen, Khoi Potter, Joel Rathbun, Michael Reyes Gomez, Evelyn Thai, Bichvan Tran, Emylie Umathum, Katle

Appendix B



GOLDEN WEST COLLEGE Academic Senate

ACADEMIC SENATE'S RESOLUTION SUPPORTING STUDENTS

Whereas, The Golden West College Bookstore has provided financial support for many needed Instructional, Athletic, Fine Art, and Cultural activities that directly benefited students;

Whereas, Twenty-six Campus Departments/Areas have historically received monetary advantages from the Bookstore's generosity in prior to and early 2000 with Athletics, Fine Arts, and the *Western Sun* continuing until 2008 with essential Bookstore supplemental funding;

Whereas, The combination over the past two years (2008-Present) of District mandated reductions in class sections that resulted in fewer instructional items being sold, competitive internet sales, and the primary Bookstore's campus location undergoing HVAC (Heating/Ventilation & Air Conditioning) renovations and remaining unoccupied have dramatically impacted Bookstore sales;

Whereas, The removal of financial support from Bookstore profits to student-supported activities will negatively impact the students and campus climate significantly at a time of already reduced class offerings, higher fees, and increased competition to transfer;

Therefore, be it resolved, That the Golden West College Academic Senate supports keeping Bookstore profits on the Golden West College campus in support of Instructional, Athletic, Fine Arts, and Cultural activities that directly benefit students' educational experiences as it has done in the past.

(Approved in principle April 7, 2010)

15744 Goldenwest Street • P.O. Box 2748 • Huntington Beach CA 92647-2748 (714) 892-7711 • www.goldenwestcollege.edu Ding-Ja H. Currie, Ph.D., Chancellor Board of Trustees Mary I. Hornbuckle Walter G. Howad Jim Moreno Jerry Paterson Lorrain Prinsky, Ph.D. Student Trustee



GOLDEN WEST COLLEGE Academic Senate

Academic Senate's Resolution Detailing Concerns Regarding the Coast Community College Publishing Corporation

Whereas, The Golden West College Academic Senate is concerned with the District's possible pursuit of investing Follett bookstore funds in a Coast District Publishing company;

Whereas, The current economic fiscal deficiencies prove the establishment of an entrepreneurial venture imprudent, a more fiscally sound approach would be to apply these funds to restore cuts that have occurred within campus classrooms, student services and athletics;

Whereas, There is an absence of a sound business plan for this venture that details issues such as a financial plan that equitably divides and distributes revenue amongst all three colleges within the District, employee organizational charts and work plans, accounting structures, and details copyright law compliance;

Whereas, Faculty have the right to choose and adopt textbooks per the 10+1 faculty rights, and faculty who might choose to assemble textbooks for the corporation may not have the appropriate background and/or resources to write and publish an appropriately college level textbook, and Coast District Publishing may negatively influence textbook selection that is an essential piece to articulation of Golden West courses to the California State University and University of California systems;

Therefore, be it resolved. The Academic Senate believes that the pursuit and formation of a Coast District Publishing company is ill conceived and foolhardy at this time and thus strongly opposes this business venture and supports Follett contract funds being re-allocated to campus needs.

(Accepted in principle April 7, 2010)

15744 Goldenwest Street • P.O. Box 2748 • Huntington Beach CA 92647-2748 (714) 892-7711 • www.goldenwestcollege.edu Bing-Jo H. Currie, Ph.D., Chancellor Board of Truistees Mary L. Hombuckle Water G. Howald Jim Moreno Jerry Patierson Loraine Prinsky, Ph.D. Student Trustee

FULL TIME FACULTY HIRING RESOLUTION (Vesna Marcina & Georgie Monahan, 2010) Academic Senate Resolution S10-07 Passed 4-6-10

FULL TIME FACULTY HIRING RESOLUTION

Moved by

Senator Vesna Marcina, Ph.D. Academic Senate Secretary

Seconded by

Senator Georgie Monahan

Whereas, Orange Coast College is a community college edicated to serving scients, helping them meet their career and educational goals, and generative learned and productive resubers of society and informed citizens;

Whereas, faculty are central to students achieving their can use and educational goals by challenging students to engage in personal growth, think critically and analytically, communicate clearly, and develop an awareness of the well around them, and enter, full-time faculty are central to the mission of any institution of here ensuring that value we cation and its students above all else;

Whereas, the numbers of ful faculty have lowly de ng and that decline is a threat to e of the breadth and depth of its programs, and the primary mission of the ne maintenan its students, a the academic and voc d further, students deserve a faculty who are nal goals ailable to them highly-qualified, profess ficulty that can and do engage in l, and participatory governance, itted to ady cating on behalf of students on academic and professional j vithout of repe

Be it reactived that the October Cadeina Cenate strongly recommend that the Coast Community College entrict resume him of full-to faculty immediately, recognizing that the colleges have performed and diligence in explaining and analyzing their needs thus making their full-time faculty him requestion the basis of pidence;

Be it further resolve that the demonstrates the Coast Community College District's commitment to putting education first proving to achieve and exceed the state's mandate regarding full-time faculty employment and is dedication to serving students.

Appendix D

Associated Students of Golden West College

Bookstore Resolution

WHEREAS, the Associated Students supported the original RFP put forth by Golden West College, selecting to outsource the bookstore to Follett,

WHEREAS, the Associated Students understand that the bookstore has been unable to sustain a profit over the past year,

WHEREAS, the Bookstore has a history of supporting the student population in the past by providing funding student ventures in extracurricular and program activities,

WHEREAS, it is the belief of the Associated Students that students should be given the first priority of employment at the bookstore,

WHEREAS, by supporting the retention of student employment, a vested interest is created which furthers student involvement,

WHERAS, it is the knowledge of the Golden West College Associated Students that Orange Coast College is not being mandated to relinquish their portion of bookstore profits;

THEREFORE, BE IT RESOLVED, that the profits from the non-textbook items are returned to the campus to be distributed to and directly support the student-based programs, and

THEREFORE, BE IT RESOLVED, that the profits from the textbooks be allocated by a committee with equal representation from all constituencies on all campuses, including at least one appointed representative from each Associated Student Body in the District to oversee and approve the disbursement of these funds through an annual process.

Associated Students of Golden West College 2009-2010:

Jeff Weaver, <u>Finance Commissioner</u>

Freed Iguardia, Student Advocate

David Salai, Vice President

Paul Chalfant, Public Relations Officer

Christy Nguyen, Activities Complexioner

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 nd Walt Howald	Chancellor	Provide the Board with frequent updates on the District's August 18, 201 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		P
2	11/18/09	Walt Howald; 2 nd Lorraine Prinsky	Chancellor	Provide a status report of the OCC Bookstore and Food Service revenue matter. (To include Starbucks Coffee Company as requested by Ms. Hornbuckle at the 3-3-2010 Board Meeting.	May 5, 2010	 P
3	11/18/09	Jim Moreno; 2 nd 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 nd 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 nd 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	р
6	05/06/09	Walt Howald 2 nd 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.	July 21, 2010	P
7	3/5/08	Jerry Patterson; 2 nd Walt Howald	Chancellor	Revisit Participatory Governance Policies and Procedures	October 6, 2010	 P
8	7/16/08	Walt Howald; 2 nd 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 Graduation Initiative.	Pending	Р

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
9	8/6/08	Jerry Patterson; 2 nd 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	May 5, 2010	Р
10	9/17/08	Jim Moreno; 2 nd 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	Р
11	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.	Pending	Р
12	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.	September 1, 2010	Р
13	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	Р

SECOND AMENDMENT TO RESPIRATORY THERAPY INSTRUCTION AGREEMENT

This Second Amendment to the Respiratory Therapy Instruction Agreement dated January 30, 2006, and amended June 23, 2009 ("Agreement") by and between Memorial Health Services ("MemorialCare") and Orange Coast College ("OCC") is effective as of the first (1st) day of July, 2010.

WHEREAS, MemorialCare and OCC desire to amend and modify the Agreement as set forth below in order that the Agreement, as amended and modified, is acceptable to both parties for execution;

THEREFORE, in consideration of the promises and of the mutual covenants herein, the parties agree that the Agreement shall be and is hereby amended and modified as follows:

- 1. The parties agree to extend the term of the Agreement another academic year, through June 2011. The Agreement shall expire on June 30, 2011.
- 2. In all other respects the Agreement shall remain as stated in the Agreement,
- 3. If the terms of the Agreement in any way conflict with or are otherwise inconsistent with the terms of this Second Amendment, this Second Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Respiratory Therapy Instruction Agreement as stated below.

MEMORIALCARE By: Tammie McMann Bradisford Title: _EVP / Chief Operating Office

Approved as to form: Title: Sr. Associate Counsel, MHS Date: February 19, 2010

ORANGE COAST COLLEGE

Date: -

į

Bv: Kevin Ballinger, Dean

Title: <u>Consumer & Health Sciences Division</u>

Date:

COAST COMMUNITY COLLEGE DISTRICT

Ву: _____

Title: President, Board of Trustees

Date:

M:\K\Affil Agmt\Coast Coll Resp Affil Agmt 2nd Amd.doc.02/19/10

.

LEASE AGREEMENT

LEASE NUMBER: CL2122 Renewal

This Lease made and entered into as of this 6th day of May, 2010 by and between Class Leasing, Inc. organized and existing under and by virtue of the laws of the State of California, hereinafter designated as "Lessor" and:

Coast Community College District (Coastline Community College) 11460 Warner Avenue Fountain Valley, CA 92708

a public Corporation, hereinafter designated as "Lessee".

In consideration of the mutual covenants and agreements herein contained, the Lessor does hereby demise and lease unto the Lessee and the Lessee does hereby rent from Lessor the following personal property:

One (1) 36 X 40 Relocatable Classroom Serial Number: 11311-11313

which was/were installed by the Lessor on the premises and as directed by the Lease at: Coastline Community College - Costa Mesa Center, 2990 Mesa Verde Drive, Costa Mesa, Ca. 92626; for the use of said Lessee, upon the following terms and conditions which are hereby mutually agreed to by the parties hereto.

<u>FIRST:</u> The term of the Lease is for a period of one (1) year(s) commencing July 1, 2010 and ending on June 30, 2011 of which \$4,000.00* payable July 1, 2010. In the event any installment is not paid within thirty (30) days of the due date, an additional charge of ten (10) percent of the payment due on said installment will be required as provided by law.

<u>SECOND:</u> In addition to the annual rental, the Lessee agrees to pay for the following charges: Removal Fee – \$2,600.00 per building, upon termination of lease.

THIRD: The Lessor shall provide all labor, materials, and services required for the complete installation of each unit except that all site work, including connection to utilities, shall be done by the Lessee.

FOURTH: Lessee will furnish light, heat, custodial, and maintenance service to the unit(s) during the lease period.

<u>FIFTH:</u> Lessee may install school furniture and equipment as may be required for school purposes. All such furniture and equipment placed or installed in said unit(s) by the Lessee shall remain the property of the Lessee and upon termination of said Lease for any cause, shall be removed by said Lessee.

<u>SIXTH:</u> Lessee agrees that the said property will be used by Lessee for the ordinary and usual purpose for which it is designated and the Lessee shall not make or have made any alteration of said unit(s) without prior written consent of the Lessor.

It is further agreed that during the term of this Lease, Lessee shall be responsible for and shall pay all charges for upkeep and/or storage of said property and shall make, at its own expense any and all repairs, and supply and pay for any and all parts and accessories needed to maintain and operate said property in proper condition and in good running order, and at the end of the Lease period or upon earlier termination, the Lessee shall redeliver said property to Lessor in as good condition as when delivered to Lessee, reasonable wear and tear excepted.

* Includes any applicable taxes

Page 2 of 2

LEASE NUMBER: CL2122 Renewal

<u>SEVENTH:</u> Except for claims and liabilities arising from the negligence or intentional misconduct of Lessor Lessee agrees to be liable for, and pay and satisfy every claim and liability arising against said property, during the term of this Lease, and assumes hereunder all assessments, sales use, property, or other taxes and charges imposed whether the same be assessed against the Lessor or Lessee by any Federal, State, or Local Government in which said property is, or may be operated, during the term of this Lease, and Lessee agrees to defend at Lessee's own expense any and all action brought against either or both parties hereto for damages to persons, property, caused by said property, or by its operation, and to hold Lessor free and harmless of and from any and all claims and demands, which may arise or be occasioned to any persons, or to any property by or through the use of said property during the term of this Lease, or any renewal thereof.

EIGHTH: Lessee will cause its own all risk insurance property policies to be extended to cover the said classroom(s) for their full replacement cost (new for old without depreciation) and contents with endorsements in the name of the Lessor as his interest may appear, Lessee will also cause Lessor to be named as additional assured in its public liability policy to the extent of the Lessee's operations of the said classroom(s), for as long as this Lease is in force.

<u>NINTH:</u> The unit(s) shall not be removed from the aforementioned location without prior written approval of the Lessor. The Lessee may elect to have the classroom (s) re-located by CLASS LEASING, INC. (951) 943-1908. If an independent contractor is used, the Lessee shall obtain prior written approval from the Lessor stating the contractors name and address, the date of the re-location, and the premises to where the unit(s) is/are to be moved. Lessee hereby covenants and agrees to indemnify and hold Lessor harmless against any and all liability for injury or damage to person or property including the unit (s) removed by an independent contractor.

<u>TENTH:</u> In the event Lessee defaults in the payment of amount due and to become due under the terms of said Lease or defaults in the performance of any of the terms and conditions thereof, all the Lessee's rights hereunder are terminated and the Lessor shall become entitled to possession of the property, to retain all rentals, and to demand from the Lessee all sums owing and unpaid. Lessee agrees that the Lessor can enter the site and repossess the property from the site.

ELEVENTH: This agreement is in every respect, binding on the parties hereto, and their respective successors (and assigns.

<u>TWELFTH:</u> "In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any costs or other relief, be entitled to its reasonable attorney's fees".

IN WITNESS WHEREOF ON THE DATE AND YEAR FIRST ABOVE WRITTEN, THE LESSOR HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER AND THE LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER.

Coast Community College District LESSEE Class Leasing, Inc.

President

TITLE DATE

Jerry Patterson

BY

President, Board of Trustees

DATE



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

3536 Butte Campus Drive, Oroville, CA 95965

MEMORANDUM OF UNDERSTANDING AMONGST Butte-Glenn Community College District AND Community College District Pilot Site AND CourseSmart LLC

This Memorandum of Understanding ("MOU") is entered by and between the Butte-Glenn Community College District ("District"), on behalf of the California Community Colleges Technology Center ("CCCTC"), acting as fiscal agent on behalf of the California Community Colleges Chancellor's Office ("CCCCC"),

("Pilot Site"), and CourseSmart LLC ("Vendor") for services related to the California Virtual Campus Grant No. 05-0008-001 ("CVC"), as specified below:

BACKGROUND

Vendor is the leading provider of digital textbooks to higher education with over 7,800 titles available from the majority of higher education textbook publishers.

PURPOSE.

The purpose of this MOU is to define the roles and responsibilities of the parties as it relates to providing digital textbooks to Pilot Site via customized integration of Vendor's digital text distribution platform within the Learning Management System ("LMS"), Student Information System ("SIS") and/or bookstore web environments. In addition, this pilot will enable Vendor to expand its market of digital textbooks to California community college students. Vendor's revenue is derived from sales of its digital textbooks to college students.

RESPONSIBILITIES OF DISTRICT.

District agrees to perform the following activities and provide the following resources:

- A. Support and fund technical integration of Vendor's digital textbooks into Pilot Site LMS, SIS, and bookstore web environments.
- B. Provide funding not to exceed \$25,000 to Pilot Site. as needed will review budget requirements and may amend funding support to provide additional funding if necessary.
- C. In coordination with the CCCCO will oversee receipt and evaluation of Pilot Site proposal and distribute funds accordingly.
- D. Support the development of Pilot Site communication planning and assist with training and informational briefings.
- E. Negotiate discounts and institutional rebates on behalf of Pilot Site to enable greater affordability than current Vendor pricing.
- F. Provide staff support as needed to insure success of pilot offering.

RESPONSIBILITIES OF PILOT SITE.

Pilot Site agrees to perform the following activities and provide the following resources:

A. Assign two points of contact:. One to oversee the technical integration of the Vendor platform in

the LMS, SIS and/or bookstore web environment, customization of user interface to Pilot Site branding guidelines, and the other to develop communication plan to provide thorough understanding of benefits, goals, and results to the Pilot Site's academic and students communities.

- B. Provide CCCTC a proposal and budget (not to exceed \$25,000) detailing the workplan necessary to successfully integrate the Vendor platform into at least two of the following web environments: SIS, LMS, and bookstore.
- C. Provide advice and consultation to other prospective Pilot Site as needed.
- D. Commit and support integration of Vendor digital textbooks in a minimum of 2 strategic integration locations: LMS, SIS, and/or bookstore web environment.
- E. Create and distribute survey to faculty and student users to better understand user experience and refine offering.

RESPONSIBILITIES OF VENDOR.

Vendor agrees to perform the following activities and provide the following resources:

- A. After mutually defining a technical integration plan with Pilot sites, provide support, technical specifications, and a dedicated point of contact as needed to insure successful integration of Vendor titles into Pilots Site's LMS, SIS and/or bookstore web environments.
- B. After mutually defining a technical integration plan with Pilot sites, provide support and technical specifications necessary to customize Pilot Site interface consistent with institutional branding guidelines.
- C. Provide bi-annual reports to Pilot Site and CCCCO detailing number and title of units sold.
- D. Provide support to Pilot Site as needed regarding creation of customer surveys to better understand pilot experience.
- E. Provide marketing support through sharing of marketing materials, training and presentations as needed.

TERM OF MOU.

The term of this MOU shall commence on December 15, 2009, and terminate on December 15, 2010, unless otherwise terminated in accordance with this MOU.

TERMINATION.

This MOU may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the person signing this MOU.

PAYMENT.

District shall pay Pilot Site the sum not to exceed twenty-five thousand dollars (\$25,000) for the performance of the services set forth in this MOU after delivery and acceptance by CCCTC.

GENERAL PROVISIONS

AMENDMENTS. This MOU may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, signed and dated by both parties.

FUNDS UNAVAILABLE. This MOU may be terminated immediately if funds become unavailable for the support of the program for which the services are provided. In the event termination is pursuant to this paragraph, a notice specifying reason for termination shall be sent as soon as possible after the termination in accordance with the procedures set forth in this MOU.

INDEMNIFICATION. To the fullest extent permitted by law, Vendor and Pilot Site shall defend, indemnify, and hold harmless District, its trustees, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) directly arising out of or in connection with their performance of work hereunder or their failure to comply with any of its obligations contained in the MOU.

ENTIRETY OF AGREEMENT. This MOU contains the entire agreement and understanding between the parties and supersedes all prior written or oral representations and agreements with respect to the subject matter herein.

APPLICABLE LAW. This MOU shall be construed in accordance with and governed by the laws of the State of California. The parties shall have all remedies available by law or in equity.

RESOLUTION OF DISPUTES. The parties to this MOU agree to resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this MOU.

SEVERABILITY. If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the MOU shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

TERMS AND CONDITIONS. The parties to this MOU acknowledge that they have read and understood this MOU completely, and will fully comply with all terms and conditions of this MOU set forth herein.

IN WITNESS WHEREOF, the parties to this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

DISTRICT

PILOT SITE

Ву:	By:		
(Signature of person authorized to execute Agreement.)	By: (Signature of person authorized to execute Agreement.)		
Name: Andrew B. Suleski	Name:		
Title: Vice President of Administration	Title:		
Date:	Address:		
	Phone No.:		
	Date:		
	COURSESMART LLC		
	By:		
	Name:		
	Title.		

	Address:	
	Phone No.:	
	Date:	
Recommended By:		
Signature:		
Name: Tim Calhoon		

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Title: Director, CCC Technology Center

Phone No.: (530) 879-4091

Date:_____

Agreement Between

Coast Community College District

Coastline Community College/Coast Learning Systems



&

Kendall Hunt Publishing Company Kendali Hunt

to Design & Produce Public Speaking Online Course and Textbooks

Public Speaking in a Global Setting

This Agreement is entered into this ______ day of May 2010 (Agreement date will be the date this Agreement is signed by all parties and approved by the Coast Community College Board of Trustees) (Effective Date will be the date when the 1st payment is received by the Coast Community College District) between the Coast Community College District (DISTRICT), a California public educational agency, located at 1370 Adams Avenue, Costa Mesa, California 92626, and Kendall Hunt Publishing Company (PUBLISHER) located at 4050 Westmark Drive, PO Box 1840 Dubuque, Iowa 52004-1840 (also individually and collectively referred to herein as "party" and "parties", respectively).

Attachment 4



Recitals

WHEREAS, DISTRICT is producing a college-level Distance Learning Course for delivery online consisting of an integrated learning system (textbook, instructor resource manual, test bank, and online learning activities) to be offered as a college credit course in *Public Speaking* emphasizing the use and application of new and emerging media and global diversity;

WHEREAS, DISTRICT has the technical and professional resources to produce courses, textbooks, and online learning materials, and the distribution system to market and license courses via the Internet and other emerging technologies; and,

WHEREAS, PUBLISHER creates, produces, and distributes textbooks and other instructional materials for college courses and owns or has the rights to intellectual property that would contribute to DISTRICT's development efforts; and

WHEREAS, PUBLISHER is interested in providing support for production of collaboratively developed textbooks and online course on the subject of *Public Speaking* in consideration of the exclusive right to publish and co-market the collaboratively developed TEXTBOOK.

Terms

Accordingly, the parties mutually agree that:

1. **Definitions:**

- 1.1. <u>PUBLISHER</u> shall mean Kendall Hunt Publishing Company (PUBLISHER) located at 4050 Westmark Drive (PO Box 1840), Dubuque, Iowa 52004-1840.
- 1.2. <u>DISTRICT</u> shall mean the Coast Community College District (Orange Coast College, Golden West College, Coastline Community College, and Coast Learning Systems) a California public educational agency located at 1370 Adams Avenue, Costa Mesa, California 92626.
- 1.3. <u>PROJECT COURSE</u> shall mean a college-level course in introductory Public Speaking to be delivered as an integrated learning system consisting of a TEXTBOOK (electronic/ebook and printed), INSTRUCTOR RESOURCE MANUAL (electronic/ebook and printed), and ONLINE LEARNING ACTIVITIES/LESSONS with and integrated TESTBANK (electronic only).
- 1.4. <u>ONLINE LESSONS</u> shall mean interactive learning activities and lessons that rely solely on the use of the World Wide Web to deliver instructional lectures and mediated materials to students in conjunction with the other components of the learning systems, e.g., TEXTBOOK, INSTRUCTOR RESOURCE MANUAL, and TEST BANK, which will be offered electronically and as appropriate in printed form. The ONLINE LESSONS will consist of simulations, interactive tests, asynchronous and synchronous communication tools (chat groups, bulletin boards, and/or e-mail), audio and/or video streaming with open captioning, electronic text, hyperlinks to textual and multimedia information, search engines, etc., all combined in a manner to provide for a rigorous and dynamic course of study. The online course will also contain material and information that serves as the course road map and syllabus to facilitate student learning in the absence of a traditional face-to-face classroom instructor. It will give students a starting point for each lesson, as well as directions, notes, study tips, hints, and exercises that will help them successfully navigate their way through each lesson and the course. Exercises in the ONLINE LESSONS will be synchronized with reading assignments from the textbook that correspond to the sequence of topics covered in each ONLINE LESSON.
- 1.5. <u>TEXTBOOKS</u> shall mean books, offered in printed form or as an eBook (online via the Internet and/or downloadable), consisting of a comprehensive collection of detailed didactic reading, research, case studies, examples and information regarding *Public Speaking* with photographs and illustrations to clarify points and specific detailed subject matter. The TEXTBOOKS will contain a comprehensive



index, glossary, and bibliography covering all aspects of information provided in the text. The TEXTBOOKS will be based on the PUBLISHER'S existing textbook *Public Speaking: Choices for Effective Results* rewritten and expanded with original and new work to be developed by DISTRICT in collaboration with EXISTING TEXTBOOK AUTHORS, CONTRIBUTING AUTHORS, and the NATIONAL ACADEMIC ADVISORY COMMITTEE. The TEXTBOOK shall be packaged and offered in two versions (both in print and electronically). One version shall be created and offered as a standard STAND-ALONE TEXTBOOK tied to collateral material currently offered by PUBLISHER as well as new resources developed specifically for the new STAND-ALONE version by DISTRICT. The second version of the textbook (herein referred to as the DISTANCE LEARNING TEXTBOOK) shall be identical to the STAND-ALONE TEXTBOOK with the addition of embedded and/or interleafed instructions (traditional student study guide material) and additional resource materials (e.g., tying the TEXTBOOK to DISTRICT's companion ONLINE LESSONS.

- 1.6. <u>INSTRUCTOR RESOURCE MANUAL</u> shall mean resources developed for faculty to assist them to manage, customize, and teach the course. The INSTRUCTOR RESOURCE MANUAL will provide a detailed overview of the course; suggestions for communicating with students; checklist of tasks the instructor may wish to complete before, during, and after the course; tips for teaching the course; ideas for additional activities; such as sample syllabi that the instructor may customize; and, descriptions of techniques for providing support to students. The INSTRUCTOR RESOURCE MANUAL will be available in an electronic format from DISTRICT.
- 1.7. <u>TEST BANK</u> shall mean a student assessment repository for the instructor to use in constructing quizzes, midterm, and final examinations. The TEST BANK is developed to help assess student learning outcomes. The TEST BANK will be used to populate interactive tests in the ONLINE LESSONS. An electronic version of the TEST BANK will be available from DISTRICT. The TEST BANK will developed using a combination of new and pre-existing information provided by PUBLISHER, AUTHORS, DISTRICT, and/or developed as part on the new lessons and activities for the ONLINE LESSONS and TEXTBOOK.
- 1.8. <u>CONTRIBUTING AUTHORS</u> and/or <u>EXPERTS</u> shall mean DISTRICT and PUBLISHER subjectmatter experts and their respective heirs, beneficiaries, executors, trustees, and assigns commissioned to provided and/or expand upon existing intellectual property.
- 1.9. <u>EDITOR/S</u> shall be appointed by PUBLISHER and DISTRICT from time to time at each party's discretion.
- 1.10. <u>NATIONAL ACADEMIC ADVISORY COMMITTEE</u>, as used herein, shall mean the committee of academic consultants selected to guide the instructional content and pedagogical structure of the PROJECT COURSE. The NATIONAL ACADEMIC ADVISORY COMMITTEE, collectively, will act as subject-matter experts for the PROJECT COURSE and course components with the advice and consent of DISTRICT's Faculty Advisors and Instructional Development Team (membership of the NATIONAL ACADEMIC ADVISORY COMMITTEE greatly influences the marketability of the project) (see Paragraph 3.1.6.).
- 1.11. <u>eTOKEN</u> (access serial number) shall mean an alpha numeric identification number provided by DISTRICT and imprinted in the DISTANCE LEARING TEXTBOOK only. These serial numbers are used to authenticate access and provide unique identifier/passwords for students as paid subscribers to the ONLINE COURSE hosted by DISTRICT.
- 1.12. <u>COURSE WEBSITE</u> shall mean DISTRICT Internet locations (URL) where faculty and/or students logon to use one the ONLINE COURSE and collateral electronic resources.
- 1.13. <u>DELIVERABLES</u>, as used herein, shall mean the actual products and services that will be designed, developed, and marketed by DISTRICT and PUBLISHER as a result of this Agreement (Paragraph 2. Project Deliverables).
- 1.14. <u>PRE-EXISTING MATERIALS</u> shall mean intellectual property (including but not limited to video tapes, texts, publications, artwork, animation, computer programs or applets, illustrations, photographs,



and/or music) owned or in which the PUBLISHER and/or DISTRICT have the rights to, which existed prior to this Agreement.

- 1.15. <u>EXISTING TEXTBOOK</u> shall mean the PUBLISHER textbook, *Public Speaking: Choices for Effective Results* by John J. Makay, Mark J. Butland, and Gail E. Mason (copyright Kendall Hunt Publishing Company).
- 1.16. EXISTING TEXTBOOK AUTHORS shall mean John J. Makay, Mark J. Butland, and Gail E. Mason.

2. **<u>Project DELIVERABLES</u>**:

- 2.1. PROJECT COURSE deliverables shall include the following components:
 - 2.1.1.1. ONLINE LESSONS Public Speaking in a Global Environment (preliminary working title which may change) (Completed and made available for preliminary marketing and printing eighteen months from the Effective Date of this Agreement). ONLINE LESSONS may include any or all of the following: video for interactive viewing, interactive activities (games, drill & instruction, diagrams, simulations, interactive flash-cards, interactive glossary, interactive links, search, interactive presentations, interactive expert Q&As, FAQs, online quizzes, exams, etc.) eTOKEN/serial number will be embedded in DISTANCE LEARNING TEXTBOOK as control for student login access [for students]
 - 2.1.1.2. INSTRUCTOR RESOURCE MANUAL (electronic version) [for faculty]
 - 2.1.1.3. TEST BANK (electronic version) [for faculty]
 - 2.1.1.4. ONLINE LESSON WEB SITE will be designed and produced for integrated use within the OpenSource Course Management System <u>Moodle</u>. A simple link-file will also be developed to make the courses useable from commercially-sold course management systems.
- 2.2. Sales and marketing materials including, but not limited to, brochures, flyers, direct mailings, and conference/workshop presentations.
- 2.3. Manuscript for STAND-ALONE TEXTBOOK to include narrative text, illustrations/graphics, photographs, index, glossary, appendices, case studies, etc.
- 2.4. Manuscript for DISTANCE LEARNING TEXTBOOK to include narrative text, illustrations/graphics, photographs, index, glossary, appendices, exercises, assignments, case studies, test questions, etc.

3. Production of the PROJECT COURSE:

- 3.1. **DISTRICT's Duties** DISTRICT shall, at DISTRICT's sole cost and expense, except as otherwise expressly provided herein:
 - 3.1.1. Be responsible for the design, development, production, and distribution of the PROJECT COURSE and all components thereof, as outlined in *Paragraph 2. Project Deliverables*. All products, produced by DISTRICT under this Agreement, with the exception of the TEXTBOOK (both versions), shall be copyrighted in the name of DISTRICT, with appropriate acknowledgement to PUBLISHER and subject to the non-exclusive licenses set forth in *Addendum B*.
 - 3.1.2. Both versions of the TEXTBOOK shall be copyrighted in the name of the PUBLISHER and DISTRICT. All course options and collateral or supplemental course components shall be completed and made available to DISTRICT and PUBLISHER customers for use as course offerings and/or curriculum review in the academic term following completion of the project. PUBLISHER will have the right to review and recommend changes to the STAND-ALONE TEXTBOOK and all components at key stages of the design and production process.



- 3.1.3. Collaboratively research, instructionally design, and write a comprehensive and rigorous academic TEXTBOOK for the PROJECT COURSE working with the PUBLISHER's EXISTING TEXTBOOK AUTHORS, CONTRIBUTING AUTHORS/EDITORS/EXPERTS. and NATIONAL ACADEMIC ADVISORY COMMITTEE. Direct the preparation of the manuscripts, edited and proofed, and ready for print preparation, typesetting, design, and layout. Collaborate in the graphic design of the TEXTBOOKS by creating typical page layouts, chapter titles, and sections. (PUBLISHER may opt to pay DISTRICT \$15,000 for all print-preparation work. Should DISTRICT perform such work, a mutually agreed to contract amendment will be signed by both parties.) The second version of the TEXTBOOK, the DISTANCE LEARNING TEXTBOOK, will be designed to accompany the associated ONLINE LESSONS. The DISTANCE LEARNING TEXTBOOK will be divided into an Introduction and fourteen chapters and be organized and instructionally designed to correspond with Coast Learning Systems' model course development template (see Addendum A.). Each TEXTBOOK final manuscript, illustrations, graphics, and tables will be suitable for reproducing a high-quality textbook and eBook of approximately five-hundred pages in length, and subject to joint approval by PUBLISHER and DISTRICT.
- 3.1.4. Collaborate with the PUBLISHER to find and license and/or, prepare illustrations, photographs, tables, and other graphics for the TEXTBOOKS and ONLINE LESSONS.
- 3.1.5. In collaboration with PUBLISHER, revise and update the TEXTBOOKS and ONLINE LESSONS every four years commencing with the initial date of publication for the duration of this Agreement.
- 3.1.6. Provide to PUBLISHER: (i) DISTRICT's overruns of marketing and collateral materials for use by PUBLISHER's sales force, free-of-charge, not to exceed five-hundred copies of each item and/or brochure and (ii) electronic versions of all marketing and collateral materials, to be used freely by PUBLISHER.
- 3.1.7. Organize and convene the NATIONAL ACADEMIC ADVISORY COMMITTEE meeting. Manage and facilitate the participation of each academic consultant. Ensure fair and equitable integration of all academic perspectives for the PROJECT COURSE. Fund the cost of NATIONAL ACADEMIC ADVISORY COMMITTEE (virtual and face-to-face) meetings and interactions throughout the design and production process. The NATIONAL ACADEMIC ADVISORY COMMITTEE is critical to both the marketing success and pedagogical design of the PROJECT COURSE. DISTRICT will ensure that a balanced NATIONAL ACADEMIC ADVISORY COMMITTEE is selected, one which represents geographic and academic points of view. PUBLISHER will have the opportunity to recommend and name up to three members of the NATIONAL ACADEMIC ADVISORY COMMITTEE. In addition, PUBLISHER may review all prospective members' qualifications. Each member selected by DISTRICT and PUBLISHER must have Academic standing and/or the appropriate professional experience commensurate with the scope and responsibility of the project.
- 3.1.8. Invite PUBLISHER'S EXISTING AUTHORS and EDITOR's to give advice on design, content and treatment of ONLINE LESSONS/ACTIVITIES and any supplementary component or option of the PROJECT COURSE. DISTRICT understands that PUBLISHER AUTHORS will not be obligated to provide any such advice and that DISTRICT will not be responsible for any expenses and/or costs associated with the participation of the PUBLISHER AUTHOR/s or EDITOR/s. DISTRICT will provide copies of materials developed for the PROJECT COURSE for the review and approval of PUBLISHER as agreed in the project development schedule.
- 3.1.9. Write, publish, and make available the INSTRUCTOR RESOURCE MANUAL for the PROJECT COURSE/ONLINE LESSONS.



- 3.1.10. DISTRICT and PUBLISHER agree to the placement of a mutually acceptable promotional statement in the ONLINE LESSONS and marketing materials.
- 3.1.11. PUBLISHER and DISTRICT agree to place a mutually acceptable promotional statement in the INSTRUCTOR RESOURCE MANUAL.
- 3.1.12. Develop, program, and host the ONLINE LESSONS. Provide appropriate technical data to PUBLISHER to enable sharing and/or linking to appropriate web components and system between PUBLISHER and DISTRICT.
- 3.2. **PUBLISHER'S Duties -** PUBLISHER shall, at PUBLISHER's sole cost and expense, except as otherwise expressly provided herein:
 - 3.2.1. Arrange for PUBLISHER'S EXISTING AUTHORS and EDITOR/s to participate in the NATIONAL ACADEMIC ADVISORY COMMITTEE meeting and to collaborate closely with DISTRICT team designing the ONLINE LESSONS and DISTANCE LEARNING TEXTBOOK using EXISTING TEXTBOOK.
 - 3.2.2. Arrange for PUBLISHER'S EXISTING AUTHORS and EDITOR/s to participate in the NATIONAL ACADEMIC ADVISORY COMMITTEE meeting and to collaborate closely with DISTRICT team designing the STAND-ALONE TEXTBOOK using EXISTING TEXTBOOK.
 - 3.2.3. Print, publish, and offer for sale both versions of the TEXTBOOK within three months of PUBLISHER's approval and acceptance of the manuscripts and final design.
 - 3.2.4. Pay to DISTRICT, for DISTANCE LEARNING TEXTBOOKs sold with the ONLINE LESSONs, an author's royalty of 30% of PUBLISHER'S NET SALES on the first 2,500 of all TEXTBOOK packages sold (complete PROJECT COURSE package, e.g., TEXTBOOK with eTOKEN) in the cumulative aggregate (regardless of edition), 35% on 2,501-5,000 TEXTBOOKs sold, and 40% on all copies of the TEXTBOOK thereafter, e.g., over 5,000. (Royalty percentages will not reset with new editions of TEXTBOOKS unless mutually agreed to by DISTRICT and PUBLISHER via a contract addendum.) NET SALES shall mean actual collected sales (less net of returns, refunds, and exchanges). No ROYALTY shall be due on copies given away free-of-charge (including those copies provided to DISTRICT pursuant to Paragraph 5.6. hereof). Colleges and Universities with pre-existing TEXTBOOK adoption agreements, as listed in Addendum C., are exempt from royalty fees as described herein. As such no royalties are due to DISTRICT as a result of these institutions using the STAND-ALONE TEXTBOOK version.
 - 3.2.5. PUBLISHER shall collect and pay an ONLINE LESSON/COURSE WEB USE FEE to DISTRICT of \$22 for each DISTANCE LEARNING TEXTBOOK sold by PUBLISHER, e.g., use of eTOKEN after PUBLISHER's first publication of the DISTANCE LEARNING TEXTBOOK. PUBLISHER shall pay COURSE WEB USE royalty fee for all clients and/or colleges, no exemptions exist.
 - 3.2.6. Pay to DISTRICT an author's royalty of seventeen dollars for each STAND-ALONE TEXTBOOK sold as specified in *Paragraph 3.2.3*. on PUBLISHER's NET SALES of the STANDALONE TEXTBOOK, e.g., when it is <u>NOT</u> used as part of the ONLINE COURSE, e.g., the eTOKEN is not reprinted and/or sold and access to the ONLINE LESSONS is not made available. As noted in *Paragraph 3.2.4*. above, Colleges and Universities with pre-existing TEXTBOOK adoption agreements, as listed in *Addendum C.*, are exempt from royalty fees as described herein. As such, no royalties are due to DISTRCT as a result of these institutions using either version of the TEXTBOOK. The Colleges and Universities listed in *Addendum C*. will not have access to the ONLINE COURSE without the purchase of an eTOKEN.



- 3.2.7. PUBLISHER and DISTRICT will agree to a fee structure for the sale of eTOKEN access to the ONLINE COURSE. DISTRICT will require the same \$22 fee as stated in paragraph 3.2.5.
- 3.2.8. Establish and maintain system to periodically peer-review the TEXTBOOKS and collect and evaluate unsolicited faculty and student comments regarding the currency and accuracy of content, illustrations, tables, and graphs included in the TEXTBOOKS. Provide DISTRICT with detailed notes and recommendations collected via this peer review and comments system at least eighteen months prior to release of a new edition.
- 3.2.9. Provide DISTRICT a fee to cover the cost of revising and updating the TEXTBOOK's manuscript (includes both versions), illustrations, charts, tables, and/or photographs according to the following schedule of charges:
 - 3.2.9.1. TEXTBOOK as agreed by PUBLISHER and DISTRICT *Major Revisions* estimated to cost over \$15,000 (as negotiated) Major revisions are defined as revisions requiring extensive rewriting of multiple chapters and/or content/instructional changes that require the involvement of academic experts and authors and instructional designers in addition to production staff, e.g., editors, graphic artists, photographers, etc.
 - 3.2.9.2. TEXTBOOK as agreed by PUBLISHER and DISTRICT *Minor revisions* estimated to cost under \$15,000 (as negotiated) Editorial changes and/or reorganization of content and/or updates requiring minor rewrites that can be accomplished by an editor or editors and with subsequent review and approval provided by instructional designers and selected academic experts and authors.

Prior to undertaking any revision, DISTRICT must collaborate with PUBLISHER in the development of a scope of work, timeline, and budget for changes.

- 3.2.10. Keep TEXTBOOK (includes both versions), available for sale to DISTRICT customers during the term of this Agreement
- 3.2.11. Pay AUTHORS to write and/or edit the STAND-ALONE TEXTBOOK and DISTANCE LEARNING TEXTBOOK in collaboration with NATIONAL ACADEMIC ADVISORY COMMITTEE and DISTRICT using content and intellectual material from the EXISTING TEXTBOOK and new material and objectives developed by DISTRICT and NATIONAL ACADEMIC ADVISORY COMMITTEE.
- 3.2.12. Provide editorial, graphic design, and print production support to DISTRICT to facilitate design and production of the TEXTBOOKS unless otherwise agreed upon (i.e., see *Paragraph 3.1.2.*).

3.3. **PROJECT COURSE Credits:**

- 3.3.1. On all copies of all components of the PROJECT COURSE, DISTRICT shall acknowledge PUBLISHER's collaborative support and development contributions to the production of the PROJECT COURSE, such acknowledgment shall be subject to review and approval, by PUBLISHER. The parties agree that the credit contemplated in this Paragraph shall be: (i) in the case of the ONLINE LESSONS, on screen, in the main titles (if any), on a separate card, in not less than first position with respect to other contributors or developers; and (ii) with respect to each other's components of the PROJECT COURSE, the credit shall be prominently placed and in the first portion of the product presented to the user.
- 3.3.2. On copies of marketing materials developed by DISTRICT OR PUBLISHER, for the PROJECT COURSE, DISTRICT and PUBLISHER agree to the placement of a mutually acceptable credit line. In addition, DISTRICT agrees to place a mutually acceptable credit line in the ONLINE INSTRUCTOR RESOURCE MANUAL. Coast Learning Systems' Marketing Department shall actively promote the use of the DISTANCE LEARNING



TEXTBOOK with the PROJECT COURSE and the STAND-ALONE TEXTBOOK for traditional course offerings.

3.4. APPROVALS:

- 3.4.1. Development of high-quality, academically sound, and rigorous ONLINE LESSONS, TEXTBOOK, INSTRUCTOR RESOURCE MANUAL, and TEST BANK shall be DISTRICT's sole responsibility (with respect to content, form and production quality). PUBLISHER will have the right to review and recommend changes at key stages of the design and production process.
- 3.4.2. DISTRICT will submit manuscript for ONLINE LESSONS, completed ONLINE LESSONS, and manuscripts of TEXTBOOKS to PUBLISHER for review, comment, and approval according to a schedule collaboratively developed and agreed upon in writing between the parties once development is launched. DISTRICT, in collaboration with PUBLISHER, will set reasonable deadlines consistent with the overall production timeline for the completion of reviews and notify PUBLISHER, in writing, sufficiently in advance thereof to give reasonable time to complete reviews. If PUBLISHER or DISTRICT fails to respond with respect to any material submitted to for review by a deadline established and agreed upon, the submitting party may consider such materials submitted for review fully approved and proceed with production as if full approval had been given.
- 3.4.3. If PUBLISHER disapproves of any material submitted to it for review and the parties are unable to agree on revisions that would make the material acceptable to PUBLISHER, DISTRICT shall: (1) when it is on content issues, request that the NATIONAL ACADEMIC ADVISORY COMMITTEE review the disputed materials and make the final decision which will be binding on all parties; (2) when it is a video, web, or instructional design issue, DISTRICT will make the final decisions as to form and design; and, (3) when it is a publication and/or printing issue relative to the TEXTBOOK, PUBLISHER and DISTRICT will make the final decisions as to form and design. Neither party to this Agreement shall have the right to terminate the project based solely on disputes stemming from production, content, or design issues.

4. Financing the PROJECT COURSE

- 4.1. DISTRICT shall be solely responsible for the financing, production, and design of all components of the PROJECT COURSE except as noted in *Paragraph 3.2.9*.
- 4.2. Excluding ROYALTY consideration described in *Paragraphs 3.2.4., 3.2.5.*, and *3.2.6.* above, as PUBLISHER's full and complete contribution for all purposes hereunder, PUBLISHER will provide full electronic access and rights to use, revise, and exploit, as such as they own, all intellectual property contained in the *EXISTING TEXTBOOK* (*Public Speaking: Choices for Effective Results*).
- 4.3. PUBLISHER shall prepare semi-annual statements for all ROYALTIES due DISTRICT as of May 31 and November 30 of each year and shall render such statement and make payment of any amount due thereon in accordance with *Paragraph 3.2.4., 3.2.5.,* and *3.2.6.* thirty-days thereafter. PUBLISHER will maintain all records regarding its sales of the TEXTBOOKS for a period of five years from the date of the sales.
- 4.4. DISTRICT will place into an escrow account ten percent of net ONLINE COURSE revenue for the term of this Agreement. Escrow funds will be used to administer, host, maintain, update, and/or revise online components for the courses and/or to develop additional collateral components DISTRICT believes is appropriate. When this Agreement ends and/or is terminated, DISTRICT will dissolve Escrow account and expend remaining funds at its discretion.
- 4.5. Upon thirty-days notice to PUBLISHER by DISTRICT, PUBLISHER shall allow DISTRICT, at PUBLISHER's sole expense, to inspect PUBLISHER's books and records as they relate to sales of the TEXTBOOKS and/or collection and dispersal of ONLINE COURSE USE FEES. Any such



information reviewed or obtained by DISTRICT in the course of such inspection shall be deemed CONFIDENTIAL INFORMATION for purposes of this Agreement. Said inspection shall take place during normal business hours at a location reasonably acceptable to PUBLISHER. PUBLISHER may require the person performing such review to sign a reasonable nondisclosure agreement.

5. Distribution Rights/Licenses:

- 5.1. Subject only to credit obligations of *Paragraph 3.3.*, DISTRICT shall, set the ONLINE LESSON/COURSE USE FEE (*Paragraph 3.2.5.*), market, advertise, and distribute the PROJECT COURSE and/or derivatives thereof (excluding the TEXTBOOK and subject to *Paragraph 5.2.*) through its distribution system throughout the world in such a manner as DISTRICT deems appropriate.
- 5.2. PUBLISHER shall distribute the TEXTBOOK (both versions) and set price, market, advertise, and promote sales throughout the world in such manner and extent as PUBLISHER determines in its sole discretion.
- 5.3. PUBLISHER hereby grants to DISTRICT, during the term of this Agreement (and subject to any other limitations expressed herein), a limited, non-exclusive, worldwide, royalty free, nontransferable and nonsublicensable right to use the PUBLISHER's PRE-EXISTING MATERIALS listed in *Addendum B*. solely in connection with the PROJECT COURSE. This license shall automatically expire upon termination or expiration of this Agreement after which DISTRICT shall have no continuing or further rights in or to PUBLISHER's PRE-EXISTING MATERIALS.
- 5.4. PUBLISHER shall provide free-of-charge, subject to availability in inventory, to DISTRICT twentyfive copies of the EXISTING TEXTBOOKS and multimedia materials, if any, on *Public Speaking* that PUBLISHER owns that DISTRICT can use to assist in creating products and materials needed for the PROJECT COURSE and collateral components as provided for in *Paragraph 2.: Project Course Deliverables*.
- 5.5. PUBLISHER grants DISTRICT, nonexclusive, non-transferable, worldwide, royalty free, licenses to incorporate portions of PUBLISHER EXISTING TEXTBOOK and other such intellectual property (i.e., video, audio, multimedia materials, etc.) into PROJECT COURSE for the life of this Agreement. As appropriate, PUBLISHER and DISTRICT will amend Addendum B. of this Agreement which lists rights and limitations for each item (illustration, photograph, video tapes, interactive activity, etc.) licensed by DISTRICT for use in the PROJECT COURSE. Licenses granted by PUBLISHER as Addenda to this AGREEMENT shall automatically expire upon termination or expiration of this Agreement. As a result, DISTRICT shall have no continuing right to PUBLISHER pre-existing intellectual materials unless they have substantially remade and/or revised such material as to make it a new and unique derivative of the original. DISTRICT agrees to provide specific credit in each online lesson and/or collateral products to acknowledge PUBLISHER's contribution of said licensed material. Said credit shall be subject to PUBLISHER's review and approval, which shall not be unreasonably withheld.
- 5.6. DISTRICT grants to PUBLISHER, for the term of this Agreement, the exclusive right to reproduce, publish, distribute, display, and sell, in all media, known, or unknown, including electronic media, the STAND-ALONE TEXTBOOK, in all languages throughout the world. PUBLISHER shall not sell STAND-ALONE TEXTBOOK or DISTANCE LEARNING TEXTBOOK as part of a directly competitive course in K-12 or higher education without DISTRICT's written agreement.
- 5.7. Upon request by DISTRICT, PUBLISHER shall, subject to availability in inventory, provide DISTRICT, at no charge, copies of both TEXTBOOKS in increments of twelve following an initial delivery of twenty-five copies for promotional purposes. DISTRICT may not resell any of the gratis copies of the TEXTBOOKS provided to DISTRICT pursuant to this Paragraph.
- 5.8. Notwithstanding anything to the contrary in this Agreement, PUBLISHER shall have the right to determine in its sole discretion that it is in PUBLISHER's interest to suspend or terminate publication or distribution of TEXTBOOKS prior to the termination of this Agreement, whereupon DISTRICT,



provided it has not materially breached the Agreement, will have the right for the full original ten-year term, plus five years to meet client needs, of this Agreement to (i) market and sell the PROJECT COURSE and related course components, including without limitation the TEXTBOOKS and PUBLISHER PRE-EXISTING MATERIAL incorporated therein and (ii) publish and distribute and/or have published and distributed the TEXTBOOKS, all as the DISTRICT deems appropriate in its sole discretion. At the end of this Agreement and/or because of termination by PUBLISHER, copyright of the TEXTBOOKS will be assigned to DISTRICT upon request, excluding rights to any PUBLISHER's pre-existing intellectual property. In the event PUBLISHER terminates this Agreement pursuant to this *Paragraph 5.8.*, DISTRICT and PUBLISHER shall be entitled to receive all earned royalties otherwise due to them as of the date of the termination.

5.9. Notwithstanding anything to the contrary in this Agreement, DISTRICT shall have the right to determine, in its sole discretion, that it is in DISTRICT's interest to suspend or terminate marketing and distribution of the PROJECT COURSE prior to the termination of this Agreement, whereupon PUBLISHER, provided it has not materially breached the Agreement, will have the right for the full original ten-year term, plus five years to meet client needs, of this Agreement to (i) market and sell the PROJECT COURSE and related course components, including without limitation the ONLINE COURSE, INSTRUCTOR RESOURCE MANUAL, TEST BANK, and TEXTBOOKS (ii) host and distribute and/or have hosted and distributed the ONLINE components, all as the PUBLISHER deems appropriate in its sole discretion and without further compensation or obligation to DISTRICT. At the end of this Agreement and/or because of termination by DISTRICT, copyright for the ONLINE COURSE will be assigned to PUBLISHER upon request, excluding rights to any DISTRICT preexisting intellectual property and/or proprietary software code which would disclose and/or jeopardize DISTRCT's business interests. In the event DISTRICT terminates this Agreement pursuant to this Paragraph 5.8., DISTRICT and PUBLISHER shall be entitled to receive all earned royalties otherwise due to them as of the date of the termination.

6. Additional Product Joint Development

6.1. If DISTRICT and PUBLISHER mutually agree that derivative products not discussed herein are desirable and in the best interest of all parties, they may elect to develop a new agreement for such, with development and marketing costs to be shared as mutually agreed, and with revenues to be shared in proportion to the cash and in-kind contributions of the parties.

7. Program Revision

7.1. DISTRICT will update (pursuant to *Paragraph 3.1.4.*) and maintain the TEXTBOOKS and INSTRUCTOR RESOURCE MANUAL during the term of this Agreement. PUBLISHER will fund revisions to the TEXTBOOKS as discussed in *Paragraph 3.2.7*. DISTRICT will fund changes to INSTRUCTOR RESOURCE MANUAL and collateral marketing materials used by DISTRICT to promote the PROJECT COURSE. Revisions to ONLINE LESSONS/COURSE WEB SITE will be funded by DISTRICT from the escrow account established by DISTRICT for this purpose as noted in *Paragraph 4.4*.

8. <u>Term of Agreement; Termination; Effect of Termination:</u>

- 8.1. This Agreement shall be effective when signed by all parties (Agreement Date) and DISTRICT is in receipt of electronic version of all intellectual materials described in (*Appendix B*.)
- 8.2. If DISTRICT fails to deliver to PUBLISHER, the manuscript for the TEXTBOOKS, as approved by PUBLISHER, and/or fails to make the PROJECT COURSE, as approved in writing by PUBLISHER, generally available as course offerings as described herein eighteen months from the Effective Date, DISTRICT shall be considered to be in material breach of the Agreement, and PUBLISHER may at any time thereafter give notice of termination of this Agreement.



- 8.3. Either party has the right to terminate this Agreement if there is an event of default (as defined in *Paragraph 17.*) by the other party.
- 8.4. An event of force majeure is defined herein as an act of God; terrorism, earthquake, flood, fire, energy shortage, lockout, strike, or other labor dispute; riot or civil commotion; act of public enemy; and/or other cause of a similar nature beyond the control of DISTRICT. In the event of delay from such cause, the completion dates for the ONLINE LESSONS may be postponed to the extent of any delay resulting therefrom, but no longer than twelve months, after which PUBLISHER or DISTRICT may terminate the Agreement.
- 8.5. This Agreement shall remain in effect for ten years from the date of the initial publication of the TEXTBOOK unless earlier terminated pursuant to *Paragraph 8.2.* or *8.3.* This Agreement will automatically renew in one year increments for an additional seven years unless terminated in writing by PUBLISHER or DISTRICT at least six months prior to the beginning of the renewed one-year term.
- 8.6. Every two years while this Agreement is in effect, DISTRICT and PUBLISHER will consult to determine whether one or all of the course options and/or component parts of the course need a major update or revision (this paragraph excludes provisions for updating TEXTBOOK discussed in *Paragraph 3.2.7.1*. and DISTRICT's commitment to ongoing minor revisions discussed in *Paragraph 3.2.7.2*.). If, after such consultation, it is determined that updates or revisions are appropriate, DISTRICT and PUBLISHER will develop a budget concerning cost sharing and timeline for completion of work.
- 8.7. At the termination of this Agreement, if PUBLISHER or DISTRICT decides a replacement course is necessary, it will so notify the other party and enter into negotiations towards a new agreement. If PUBLISHER or DISTRICT are unable to negotiate an agreement on terms mutually acceptable to underwrite the necessary cost for the new course, either party will have the right to seek other participation to support development of a new course, provided that neither shall enter into a contract with any other party for a new course upon terms less favorable than those offered the other party within six months after the termination of this Agreement.
- 8.8. Upon expiration or termination of this Agreement, PUBLISHER shall return to DISTRICT any and all pre-existing intellectual property masters, e.g., digital/video masters, art work, photographs, audio recordings, etc., and/or shall certify that all masters have been destroyed, and DISTRICT shall return to PUBLISHER any and all pre-existing intellectual property masters, e.g., digital/video masters, art work, photographs, audio recordings, etc., and/or shall certify that all masters have been destroyed, and DISTRICT shall return to PUBLISHER any and all pre-existing intellectual property masters, e.g., digital/video masters, art work, photographs, audio recordings, etc., and/or shall certify that all masters have been destroyed; provided, however, that PUBLISHER and DISTRICT shall have the continuing right to use such materials contained in any product developed or published before the termination or expiration of this Agreement. None of the parties to this Agreement shall have any continuing or ongoing rights to distribute, display, reproduce, publish, or modify the other party's pre-existing intellectual property content; provided, however, PUBLISHER and/or DISTRICT shall in their sole discretion have the right to indefinitely continue marketing, selling and distributing TEXTBOOKS, or ONLINE LESSONS/WEB COURSE subject to the payment of royalties to the other part as described herein.

9. Non-Competition

- 9.1. During the term of this Agreement, COAST LEARNING SYSTEMS (CLS) shall not produce, promote, distribute, sell, or license to other educational institutions any course that serves as an introductory college-level course in *Public Speaking* without PUBLISHER's agreement other than the PROJECT COURSE. This provision excludes any pre-existing agreements and/or courses CLS and/or PUBLISHER have already developed and/or in the process of developing.
- 9.2. Should PUBLISHER or DISTRICT decide that a competing course or courses is desirable, it will submit to the other party a proposal for the joint development of said course(s) before entering into any discussions with respect thereto with any other party. If either party wishes to participate in the new



course(s), it will so notify the other within sixty days after the submission of the proposal, whereupon PUBLISHER and DISTRICT will enter into negotiations towards an agreement to develop the new course(s). If either party does not notify the other within such sixty-day period, or if PUBLISHER and DISTRICT are unable to negotiate an agreement on terms mutually acceptable to underwrite the necessary cost for the new course(s), either party will have the right to seek third party participation to develop the competing course(s), provided that neither DISTRICT nor PUBLISHER shall (a) in any event enter into a contract with any other party for competing course(s) upon the same terms or upon terms less favorable than those offered to the other (b) enter into such a contract on terms more favorable than those offered without giving the other party an option to enter into a contract as favorable as that offered by third party; such further options shall be exercised by giving notice to the other party at any time within sixty days of the offer.

9.3. Neither this Agreement, nor the provisions of *Paragraph 9*. Non-Competition, preclude, limit or otherwise inhibit the development and/or use of any course or any instructional materials deemed appropriate by individual faculty within the DISTRICT and/or its colleges nor is this contract binding in anyway upon an individual faculty member's intellectual property rights, e.g., this contract in no way precludes, limits, or otherwise inhibits a district faculty member's right to develop, market, sell, and/or give away their own intellectual property. In addition, any current and/or future labor and/or staff are specifically permitted and excluded from the terms of this Agreement, provided, however, that all employees, subcontractors, vendors, authors, agents who perform services for DISTRICT shall have executed intellectual property assignments prior to any performance hereunder necessary for the assignment of rights to PUBLISHER in the TEXTBOOK.

10. Ownership and Copyright

- 10.1. PUBLISHER and DISTRICT agree that DISTRICT and PUBLISHER shall hold jointly any and all rights in and to, and flowing from, the TEXTBOOK including, but not limited to, any and all copyrights, trademarks, and trade names throughout the world for the term of this agreement subject to the non-exclusive licenses granted DISTRICT or PUBLISHER to the other.
- 10.2. PUBLISHER shall own any and all rights, including all copyrights, in and to PUBLISHER PRE-EXISTING MATERIAL and no rights of any nature whatsoever are being granted to DISTRICT hereunder with respect to the same, other than those discussed herein.
- 10.3. DISTRICT shall own any and all rights, including without limitation all copyright and other intellectual property rights, in and to DISTRICT PRE-EXISTING MATERIAL and no rights of any nature whatsoever are being granted to PUBLISHER hereunder with respect to the same, other than those discussed herein.
- 10.4. Upon termination of this agreement (other than default and/or early termination at the convenience of either party as discussed in *Paragraph 5.8.*). Notwithstanding anything to the contrary in this Agreement, both DISTRICT and PUBLISHER will have a non-revocable right in perpetuity to create and copyright derivatives of the TEXTBOOK and ONLINE COURSE excluding the use of and/or rights to licensed and/or third party materials.

11. Warranties and Representatives

- 11.1. PUBLISHER and DISTRICT represent and warrant to each other that DISTRICT and PUBLISHER have the right and power to enter into this Agreement and perform the services required hereunder and that entering into and performance of its obligations under this Agreement does not and will not conflict with any agreement or understanding to which PUBLISHER or DISTRICT is or becomes a party during the term of this Agreement.
- 11.2. DISTRICT represents and warrants to PUBLISHER that DISTRICT is an educational institution duly organized and validly existing in good standing under the laws of the State of California and has the



power, authority, and legal right to execute this Agreement and perform the services required of it hereunder.

- 11.3. With respect to the PROJECT COURSE, DISTRICT represents and warrants to PUBLISHER that for copyright and all other purposes, DISTRICT shall be the sole author thereof and the exclusive proprietor of rights thereto. Further, except for material for which acknowledgments to other sources are provided (and for which permissions are obtained by DISTRICT, where necessary), DISTRICT warrants that the TEXTBOOKS and ONLINE LESSONS/COURSE shall be original, except as licensed for use by PUBLISHER, shall never before have been published and shall not be in the public domain in the U.S. and shall not infringe any copyright or proprietary right or any other right of any third party; that no materials created by DISTRICT shall contain material that is libelous or in violation of any right of privacy or any other right of any party or be otherwise in contravention of law.
- 11.4. With respect to PUBLISHER owned materials licensed to DISTRICT, PUBLISHER represents and warrants to DISTRICT that PUBLISHER is the sole copyright owner thereof and the exclusive proprietor of rights thereto; except for material for which acknowledgments to other sources are provided (and for which permissions were obtained by PUBLISHER as necessary).

12. Confidential Information

12.1. "Confidential Information" shall mean, with respect to a party hereto, all information or material which (i) gives that party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that party; or (ii) which is either (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking or (B) known by the parties to be considered confidential and proprietary. None of the parties to this Agreement shall have any obligation with respect to confidential information which: (i) is known or used by the receiving party prior to disclosure by the disclosing party; (ii) either before or after the date of the disclosure by the disclosing party is disclosed to the receiving party by a third party under no obligation of confidentiality to the disclosing party; (iii) either before or after the date of the disclosure to the receiving party becomes published or generally known to the public through no fault of the receiving party; (iv) is independently developed by the receiving party; (v) is required to be disclosed by a final order of a court of competent jurisdiction; or (vi) is otherwise required to be disclosed by applicable law following reasonable notice to the disclosing party. All parties agree to hold each other's Confidential Information in strict confidence except as otherwise required by law. All parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than as specified in this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information of the other party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement. Each party's Confidential Information shall remain the sole and exclusive property of that party. Each party acknowledges that any use or disclosure of the other party's Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the other party. Accordingly, each party hereby agrees that in the event of such unauthorized use or disclosure, the owning party may be entitled to equitable relief as granted by any appropriate judicial body, which shall be in addition to, and not in lieu of or otherwise limit, any and all other remedies available at law,

13. Assignment

13.1. Parties to this Agreement may, upon written notice to the other parties, assign this Agreement in whole or in part to an affiliate or to any person, firm, or corporation that succeeds to all, or substantially all, of the assets of such party or of such party's business of publishing college-level *Public Speaking* textbooks (in the case of PUBLISHER) or producing college-level COURSES (in the case of DISTRICT), or, in the case of PUBLISHER, to an affiliate or to any party to whom the copyrights in PRE-EXISTING MATERIALS are assigned, provided that in any such event such assignment: (i) is



in writing, and (ii) states that the assignee is accepting all obligations of DISTRICT or PUBLISHER (as applicable) under this Agreement and agrees to be bound by and discharge the Agreement's terms, conditions, and obligations as if it were the original party hereto. Notwithstanding the foregoing, none of the parties to this Agreement shall assign this Agreement to a direct competitor of the other party. This Agreement and the provisions hereof shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their successors and permitted assigns. The assigning party will give the other prompt written notice of assignment. Except as provided herein, this Agreement may not be assigned without the prior written consent of the other parties, which consent may be withheld by the other parties in its reasonable discretion. Any assignment in violation of this *Paragraph 13.* shall be deemed null and void.

14. Delegation and Subcontracts

14.1. Parties to this Agreement may delegate any or all of its obligations hereunder provided that it remains responsible for the performance thereof. DISTRICT and PUBLISHER agree to notify each other in writing, within ten business days, of any action or suit filed, or of any claim against parties of this Agreement, in writing by, any entity to which they delegated duties or by any subcontractor, which may result in litigation related in any way to this Agreement.

15. Whole Agreement/No Waiver of Breach

15.1. This Agreement contains the entire understanding of DISTRICT and PUBLISHER with reference to the PROJECT COURSE and related components; there are no representations, covenants, or warranties other than those expressly stated herein. No waiver or modification of any of the terms hereof shall be valid unless stated in writing and signed by all parties. No waiver of any breach shall be deemed a waiver of any subsequent breach.

16. Indemnity

- 16.1. Each party shall defend, indemnify, and hold harmless the other party from all damages, expenses, costs, and charges (including reasonable counsel fees), resulting from any third-party suits, proceedings or claims asserted against the other party arising out of (i) the indemnifying party's breach or alleged breach of any of the representations or warranties made by it hereunder; (ii) any alleged violation of proprietary right or copyright, or by reason of any alleged libelous, unlawful, or otherwise injurious material by the indemnifying party or (iii) the indemnifying party's willful misconduct.
- 16.2. Promptly, after receipt by a party claiming indemnification under this *Paragraph 16*. of notice of the commencement of any action, such indemnified party will notify the indemnifying party of the commencement of the action and generally summarize such action. The indemnified party will have the right to defend the action with counsel of its own choosing. The indemnifying party will have the right to participate in the defense at its own expense. The indemnified party may withhold any payments due, or to become due to the other parties hereunder, pending final resolution of such action and/or apply any such payments to the reduction of the indemnifying party's obligations under this *Paragraph 16*.
- 16.3. The warranties, representation, and indemnity contained in *Paragraph 11*. and this *Paragraph 16*. will survive the expiration or termination of this Agreement for any reason.

17. Default

- 17.1. Each of the following events is an "event of default:"
 - 17.1.1. A party commits a material breach of any representation, warranty, covenant or agreement made by it hereunder or otherwise fails to perform any of its material obligations hereunder and fails to cure such breach within thirty days from the effective date of notice in the case of a failure to make any payment when due hereunder, or within 60 (or such longer cure period



as may be agreed to in writing by the non-defaulting party) days after having received written notice from another party to perform any other material breach provided, however, that if such cure is reasonably capable of being performed, but not of being performed within 60 days, it will not constitute an event of default as long as the breaching party promptly commences to cure and thereafter proceeds diligently and continuously to cure.

17.1.2. If (a) a party becomes insolvent, or (b) if application, petition, or proceeding is made or begun by or against it or its property involving or relating to insolvency, bankruptcy, reorganization or liquidation, receivership or assignment for the benefit of creditors and is not dismissed within ninety days, or (c) if a party ceases to be actively engaged in the business of book publishing, academic course development and distribution, in each case without first having arranged for the performance of its duties hereunder by an assignee or delegee permitted pursuant to *Paragraph 13*. or *14*. hereof.

18. Choice of Law

18.1. This Agreement is to be governed by and interpreted in accordance with the laws of the State of California, without regard to the conflict of laws principles thereof. If any action is brought arising out of this Agreement, including but not limited to any claim for breach of the same, interpretation of the same, cancellation or specific performance, said action shall be brought by DISTRICT in the appropriate court in Dubuque County, Iowa or the appropriate federal district court in which Dubuque, Iowa is located and by PUBLISHER in the appropriate court in Orange County, California or the appropriate federal district court in which Costa Mesa, California is located.

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(Notices and Signature page follows)



19. Notices

19.1. Any notices to be given hereunder by parties of the agreement to others shall be in writing and may be affected by personal delivery, by commercial air express delivery service or by mail, registered or certified, postage prepaid, with return receipt requested. All notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed given as of the actual receipt; air expressed notices shall be deemed given on the next business day after pickup by or delivery to the delivery service; mailed notices will be deemed given as of ten days after mailing.

For DISTRICT:	President Board of Trustees Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626	With copies to:	Vice Chancellor, Administrative Services Coast Community College District 1370 Adams Avenue Coast Mesa, CA 92626 & Executive Dean, Office of Instructional Systems Development/Coast Learning Systems Coastline Community College 11460 Warner Avenue Fountain Valley, CA 92708
For PUBLISHER:	David L. Tart, Vice President College Division Kendall Hunt Publishing Company 4050 Westmark Drive Dubuque, Iowa 52004-1840	With a copy to:	Paul B. Carty, Director National Book Program Kendall Hunt Publishing 4050 Westmark Drive Dubuque, IA 52002

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year specified below.

Coast Community College District

By: President, Board of Trustees

Kendall Hunt Publishing Company

By: David L. Tart, Vice President College Division Dated:

Dated:





Addendum A Model Course Template

Course Contents/Syllabus

- <u>Syllabus</u> List of course prerequisites, requirements, resources, etc. (1 per Course).
- <u>Letter of Agreement/Learner Contract</u> Written promise from students to satisfy course requirements (1 per Course Existing/Generic).
- Instructor Information (1 per Course Existing/Generic).
- <u>Tips for Online Learning</u> General orientation for novice distance learners (1 per Course Existing/Generic).
- □ <u>Tips for Success</u> Course specific study strategies to help students succeed in the course (1 per Course).
- □ Important Dates/Calendar Chronology of assignment deadlines and other events (1 per Course).
- Important Contact Information Listing of important instructional and technical support telephone numbers, email addresses, and physical addresses for students to request support and/or resolve problems (1 per Course Existing/Generic).
- □ <u>Course Map & Components</u> Description of media used in the course (1 per Course).
- □ <u>Course Announcements/Discussion Forum</u> Electronic bulletin board for student questions (1 per Course).

Course Introduction

- □ <u>Course Introduction/Overview</u> General introduction to the course (1 per Course).
- D Course Goals, Objectives, & Learning Outcomes Instructional goals for the course (1 per Course).
- □ <u>Schedule of Assignments</u> List of all assignments for the course in sequence (1 per Course).
- Class Project Information Capstone project that requires a student to demonstrate all of the concepts, skills, etc., learned in the course (1 per Course).
- <u>Midterm Exam Information</u> Description of the exam, e.g., what it covers and what to study to successfully pass the exam (1 per Course).
- <u>Final Exam Information</u> Description of the exam, e.g., what it covers and what to study to successfully pass the exam (1 per Course).
- <u>Course Pre-test</u> Comprehensive pre-test that allows students to test their knowledge of what will be covered in the course. Intended to help students understand the range and complexity of concepts covered (1 per Course; taken from topic practice activities/drills).

Lessons (14 Total)

Lesson Introduction

- <u>Lesson Map/Learning Activities List/Breakdown</u> Brief introduction or "advance organizer" for the lesson (1 per lesson/total of 14).
- Lesson Introduction/Overview General introduction to the lesson (1 per lesson/total of 14).
- Lesson Pre-test Brief assessment of student knowledge of lesson content (1 per lesson/total of 14).
- <u>Terminal/Lesson Objective</u> (Lesson Topics) Specific learning objectives for the lesson (3 per lesson/total of 42).
- <u>Case-Based/Application Activity</u> (1 per lesson/total of 14).
- <u>Learning simulation</u>, etc./<u>Problem Solving Activity</u> Hypothetical problems, simulations and case studies (1 per lesson/total of 14).

Topics (3 for each lesson)

Topic Introduction

- <u>Reasons to Learn</u> Information and methods to motivate students plus a short list of questions to stimulate student interest (2 per Terminal Objective/6 per lesson/total of 84).
- o <u>Enabling/Topic Objective</u> (2 per Terminal Objective/6 per lesson/total of 84).



- <u>Key Terms</u> Glossary, theories, principles, etc. Alphabetical database of terms, definitions, and examples (3 per Terminal Objective/9 per lesson/total of 126).
- <u>Links/Web Resources</u> Internet sites with information on the lesson topic (3 per Terminal Objective/9 per lesson/total of 126).
- <u>Things to Remember</u> Short list of questions to stimulate student interest (2 per Enabling Objective/12 per lesson/total of 168).

Topic Content Presentation

- <u>Slides Presentation/Lecture</u> (graphic/photo & text) Audio, video or text-based lecture for the lesson (5 per Terminal Objective – images/15 per lesson/total of 210).
- o Audio/script for Slides (3 minutes per slide/45 minutes per lesson/total of 630 minutes).
- o <u>Lesson Examples</u> (1 per Terminal Objective/3 per lesson/total of 42).
- <u>Textbook Reading</u> (description & assignment) Assigned reading from a traditional or electronic text (1 per Enabling Objective/6 per lesson/total of 84).
- <u>Suggested Reading</u> (description & assignment) Supplemental reading from traditional books or articles (1 per Enabling Objective/6 per lesson/total of 84).
- <u>Worked Examples</u> Worked-out solutions to problems using key lesson concepts (1 per Enabling Objective/6 per lesson/total of 84).
- <u>Study Tips</u> Suggested cognitive strategies to help students learn lesson content (1 per Enabling Objective/6 per lesson/total of 84).
- <u>Assignments</u> Detailed description of assignments and evaluation criteria. Opportunity to use lesson content to perform "real world" tasks (1 per Terminal Objective/3 per lesson/total of 42).

Topic Feedback/Discussion

- <u>Video Expert Interviews/FAQ's</u> (3 per Enabling Objective based on interview questions/18 per lesson/total of 252).
- <u>FAQ</u> Frequently asked questions and answers students have in this lesson (3 per Enabling Objective; can also be used as flash cards/18 per lesson/total of 252).
- o <u>Check Point/Learning Hint</u> (2 per Enabling Objective/12 per lesson/total of 168).
- o <u>Feedback</u> (Covers all interactive questions, also part of flash cards/total of 840).
- <u>Discussion/Collaboration Activities</u> Project work designed for small groups of students & prompted questions on key topics for "virtual" class discussion (1 per Assignment/3 per lesson/total of 42).
- <u>Journaling/Reflection Activity</u> Prompted questions for personal journal writing & essays on key topics to encourage elaboration (1 per Assignment/3 per lesson/total of 42).
- <u>Research Activity/Web Hunt</u> Short Internet research projects (1 per Assignment/3 per lesson/total of 42).

Topic Practice

- <u>Crossword &/or Game</u> Crossword puzzles, interactive scenarios, role-playing, etc. (1 per Terminal Objective/3 per lesson/total of 42).
- <u>Quiz, T&F</u> True & False questions covering learning objectives (10 questions per Terminal Objective/30 per lesson/total of 420).
- <u>Quiz, Multiple Choice</u> Multiple Choice and/or matching questions covering learning objectives (10 questions per Terminal Objective/30 per lesson/total of 420).
- <u>Short Essay</u> Short answer/essay questions (1 question per Terminal Objective/3 per lesson/total of 42).
- <u>Flash Cards</u> Online tools to help students memorize key terms and definitions (4 per Enabling Objective using glossary & quizzes/24 per lesson/total of 336).

Topic Assessment & Evaluation

- <u>Topic Review</u> Study checklist to help students focus on their review (1 per Terminal Objective/3 per lesson/total of 42).
- o <u>Topic Quiz</u> (1 per Terminal Objective randomized from quizzes/3 per lesson/total of 42).

Lesson Assessment & Evaluation

- <u>Lesson Summary</u> (1 per lesson/total of 14).
- <u>Lesson Review</u> Brief wrap-up to highlight important content (1 per lesson/total of 14).



<u>Lesson Test</u> (1 per lesson randomized from quizzes/total of 14).

Course Summary Assignments & Review

- □ <u>Summary Case Study</u> (1 per Course).
- □ <u>Course Summary</u> (1 per Course).
- □ <u>Course Review</u> (1 per Course).
- □ <u>Course Project</u> (1 per Course).
- <u>Research Paper</u> (1 per Course).

Lesson Practice Room

- □ <u>Combination of all Lesson Feedback & Discussions</u> (1 per lesson/total of 14).
- <u>Combination of all Lesson Practice</u> (1 per lesson/total of 14).
- <u>All Lesson Worked Examples</u> Worked-out solutions to problems using key lesson concepts (1 per Enabling Objective/6 per lesson/total of 84).
- <u>All Lesson Study Tips</u> Suggested cognitive strategies to help students learn lesson content (1 per Enabling Objective/6 per lesson/total of 84).

Course Assessment

- □ <u>Midterm Exam</u> Multiple Choice & T&F Questions (1 per Course/randomized from quizzes).
- □ <u>Final Exam</u> Multiple Choice & T&F Questions (1 per Course/randomized from quizzes).
- □ <u>Final Exam</u> Essay (1 per Course).

COURSE REVIEW TOOLS

Course Practice Room

- D Combination of all Course Feedback & Discussions (1 per Course).
- <u>Combination of all Course Practice</u> (1 per Course).
- <u>All Course Worked Examples</u> Worked-out solutions to problems using key lesson concepts (1 per Enabling Objective/6 per lesson/total of 84).
- <u>All Course Study Tips</u> Suggested cognitive strategies to help students learn lesson content (1 per Enabling Objective/6 per lesson/total of 84).

Study/Review Matrix (Combination of materials developed for each lesson)

- □ Reviews (All Reviews consolidated)
- □ Check Points (All Check Points consolidated)
- Key terms (All Terms consolidated)
- Objectives (All objectives consolidated)

Global Tools

- Notes
- Glossary (Key terms plus other important terms)
- □ Search (Course, Lesson & Topic Search)
- 🗆 Timer
- Check Scores/Progress
- Resources (All web links & FAQ's)

Global Utilities

- D Print
- 🗉 E-mail
- Open New Course
- □ Save Current Course

Global Navigation

- Lesson Home
- Lesson Forward
- Lesson Back
- Exit Course



Agreement between Coast Community College District & Kendall Hunt Publishing Company to produce a new Public Speaking Course & Textbook

Addendum B PUBLISHER intellectual material:

1. <u>Public Speaking: Choices for Effective Results</u>, Fifth Edition – Copyright, Kendall Hunt 2008.



Addendum C

Pre-existing Client-Colleges Exempt from TEXTBOOK Royalties

- 1. Bevill State Community College
- 2. California State Polytechnic Univ.
- 3. Central Carolina Technical College
- 4. Chattanooga State
- 5. Community College of Beaver County
- 6. Hastings College
- 7. Iona College
- 8. Lake Land College
- 9. Mary Hardin Baylor
- 10. Mount Ida College
- 11. Ohio Dominican College
- 12. San Jacinto College
- 13. South Dakota State University
- 14. Adrian College
- 15. Austin Community College
- 16. Bermuda College
- 17. Culver-Stockton College
- 18. Eastern Illinois University
- 19. Heidelberg College
- 20. Lewis & Clark State College
- 21. Merced College
- 22. Savannah College of Art and Design
- 23. University of Virginia's College at Wise
- 24. Eastern Oregon State College
- 25. Lourdes College
- 26. Loyola College
- 27. Loyola University of New Orleans
- 28. Oakland University
- 29. Ohio Northern University
- 30. Polk Community College
- 31. Rockland Community College
- 32. S U N Y Delhi
- 33. Saint John Fisher College
- 34. Thaddeus Stevens College of Technology
- 35. University of Arkansas
- 36. University of Houston Downtown
- 37. University of St. Thomas
- 38. Western Wyoming Community College

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Amendment to Agreement <u>between</u> <u>Coast Community College District</u> <u>and</u> <u>Cengage Learning</u> <u>re</u> Anthropology: The Four Fields

This is an amendment to an Agreement ("Agreement") between Coast Community College District (Coast) and Cengage Learning (Publisher) executed by Coast on July 20, 2005, with respect to a telecourse entitled *Anthropology: The Four Fields* ("Project Telecourse").

WHEREAS, pursuant to the Agreement between Coast and Publisher, Coast has granted Publisher the right to publish and sell a student guide ("Telecourse Student Guide") to accompany the Project Telecourse and Publisher has agreed to pay certain royalties thereon:

WHEREAS, Publisher wishes to publish the Second Edition of the Telecourse Student Guide, presently entitled *Student Guide for Anthropology: The Four Fields for use with Anthropology: The Human Challenge* the Publisher and Coast wish to have Coast prepare the necessary revisions for this edition under the same terms and conditions applicable to the Student Guide under the Agreement which will correspond to the Twelfth dition of the text, presently entitled, *Anthropology: The Human Challenge*, by Haviland, Prins, Walrath, and McBride;

WHEREAS, in accordance with Paragraph 2.2.4 of the Agreement, the Publisher has requested and Coast has agreed to prepare a second edition of the work, it is hereby agreed as follows:

- 1. Coast hereby grants Publisher the right to print, publish, and sell the Second Edition under the same terms and conditions applicable to the First Edition Student Guide pursuant to the Agreement.
- 2. Coast shall deliver to Publisher on or before August 31, 2010 camera-ready mechanicals for the Second Edition, satisfactory to Publisher in content and form, and suitable for a book of approximately 550 pages in length, provided the Publisher delivers all final page proofs to Coast by April 14, 2010.
- 3. Publisher shall pay Coast the sum of \$7,500.00 as a grant for revision to accommodate the new edition of *Anthropology: The Human Challenge*, by Haviland, Prins, Walrath, and McBride payable as follows:
 - (a) \$3,750.00 upon Coast's written request after execution of this Amendment; and
 - (b) \$3,750.00 upon Coast's written request after Publisher's acceptance of the complete and satisfactory camera-ready mechanicals.
- 4. All notices to Coast are to be sent to: Executive Dean, Instructional Systems Development, Coast Learning Systems, 11460 Warner Avenue, Fountain Valley, CA 92708-2597, and President, Board of Trustees, Coast Community College District, 1370 Adams Avenue, Costa Mesa, CA 92626.

5. All notices to Publisher are to be sent to: Cengage Learning, 20 Davis Drive, Belmont, CA 94002

EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to be effective as of execution and approval.

AGREED:

Coast Community College District:

Cengage Publishing

By_____ President, Board of Trustees Ву_____

President and Publisher

Ву_____

With Notification to:

Executive Dean Instructional Systems Development 11460 Warner Avenue Fountain Valley, CA 92708-2597

President, Board of Trustees Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626

APPROVED AS TO FORM

District General Counsel

Acquisitions Editor

<u>Amendment to Agreement</u> <u>between</u> <u>Coast Community College District</u> <u>and</u> <u>Cengage Learning</u>

<u>re</u>

Cultural Anthropology: Our Diverse World

This is an amendment to an Agreement ("Agreement") between Coast Community College District (Coast) and Cengage Learning (Publisher) executed by Coast on July 20, 2005, with respect to a telecourse entitled *Cultural Anthropology: Our Diverse World* ("Project Telecourse").

WHEREAS, pursuant to the Agreement, Coast has granted Publisher the right to publish and sell a student guide ("Telecourse Student Guide") to accompany the Project Telecourse and Publisher has agreed to pay certain royalties thereon:

WHEREAS, Publisher wishes to publish the Second Edition of the Telecourse Student Guide, presently entitled *Course Student Guide for Anthropology: Our Diverse World for use with Cultural Anthropology: The Human Challenge* the Publisher and Coast wish to have Coast prepare the necessary revisions for this edition under the same terms and conditions applicable to the Student Guide under the Agreement which will correspond to the Twelfth Edition of the text, presently entitled, *Cultural Anthropology: The Human Challenge*, by Haviland, Prins, Walrath, and McBride;

WHEREAS, in accordance with Paragraph 2.2.4 of the Agreement, the Publisher has requested and Coast has agreed to prepare a second edition of the work, it is hereby agreed as follows:

- 1. Coast hereby grants Publisher the right to print, publish, and sell the Second Edition under the same terms and conditions applicable to the First Edition Student Guide pursuant to the Agreement.
- 2. Coast shall deliver to Publisher on or before June 9,2010 camera-ready mechanicals for the Second Edition, satisfactory to Publisher in content and form, and suitable for a book of approximately 400 pages in length, provided the Publisher delivers all final page proofs to Coast by April 14, 2010.
- 3. Publisher shall pay Coast the sum of \$7,500.00 as a grant for revision to accommodate the new edition of *Cultural Anthropology: The Human Challenge*, by Haviland, Prins, Walrath, and McBride payable as follows:
 - (a) \$3,750.00 upon Coast's written request after execution of this Amendment; and
 - (b) \$3,750.00 upon Coast's written request after Publisher's acceptance of the complete and satisfactory camera-ready mechanicals.
- 4. All notices to Coast are to be sent to: Executive Dean, Instructional Systems Development, Coast Learning Systems, 11460 Warner Avenue, Fountain Valley, CA 92708-2597, and President, Board of Trustees, Coast Community College District, 1370 Adams Avenue, Costa Mesa, CA 92626.
- 5. All notices to Publisher are to be sent to: Cengage Learning, 20 Davis Drive, Belmont, CA 94002

EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to be effective as of execution and approval.

AGREED:

Coast Community College District:

Cengage Learning

By_

By____

President, Board of Trustees President and Publisher

By

Acquisitions Editor

With Notification to:

Executive Dean Instructional Systems Development, 11460 Warner Avenue Fountain Valley, CA 92708-2597

President, Board of Trustees Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626

APPROVEDAS TO FORM

District General Counsel

HEALTHCARE PROVIDER SERVICES AGREEMENT

BETWEEN

THE COAST COMMUNITY COLLEGE DISTRICT

AND

This Healthcare Provider Services Agreement is made and entered into this _____ day of ______, 2010, between THE COAST COMMUNITY COLLEGE DISTRICT ("District"), a Public Educational Agency for Coastline Community College, and _____ ("Provider").

In consideration of the mutual covenants set forth and obligations undertaken, District and the Provider, intending to be legally bound, hereby covenant and agree as follows:

1.0 <u>Definitions</u>

The following terms shall be the meanings set forth in this section for purposes of this Agreement.

- 1.1 "District" shall mean Coast Community College District.
- 1.2 "College" shall mean Coastline Community College.
- 1.3 "Provider" shall mean the health care provider who is awarded the bid.
- 1.4 "Student" shall mean a currently enrolled Student at the College who has a current and valid Student identification card and presents it and another form of picture identification prior to receiving any services from Provider under this Agreement.
- 1.5 "Physician" shall mean one who is duly licensed as a Physician to practice medicine or osteopathy under the laws of the State of California.
- 1.6 "Basic Health Services" and "specialist services" shall mean those services set forth on Attachment 1 to this Agreement, unless otherwise provided for herein.

2.0 <u>Capacity</u>

- 2.1 In furnishing services under this Agreement, neither Provider nor District shall be construed to be the agent, employee, or representative of the other, except as specified in this Agreement.
- 2.2 In furnishing services under this Agreement, none of the Physicians, employees, contractors or representatives of the Provider is an employee, contractor or agent of the District. It is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Provider and District an

employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Therefore the parties understand and agree that District is not responsible in any way, directly or indirectly, for any employment related benefits for Provider or its Physicians or employees, contractors or representatives. Such benefits not covered include, but are not limited to, salaries, vacation time, sick leave, workers' compensation health benefits. The sole interest of District is to assure that services provided to College and its Students are performed in a competent and satisfactory manner.

3.0 <u>Term</u>

Provider shall render services under this Agreement for the period beginning August ____, 2010 and ending August ____, 2015.

- 4.0 <u>Services</u>
 - 4.1 District is entering into this Agreement in reliance on Provider's skill and reputation in performing the services described herein, and Provider accepts the relationship of trust and confidence established between it and Provider by this Agreement. Provider shall use its best efforts, skills, and judgment to provide project control services and to further the interests of District and its Students in accordance with this Agreement.
 - 4.2 Provider, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill exercised by members of the medical profession currently practicing under similar conditions and in similar locations. District expects that Provider shall take all special precautions necessary to protect the District's Students, employees and members of the public from risk of harm arising out of the nature of the services provided.
 - 4.3 Provider will provide Students with all those services set forth in Attachment 1 to this Agreement which by this reference is incorporated herein.
 - 4.4 The services provided to Students by Provider hereunder are subject to the terms and conditions set forth in this Agreement.
 - 4.5 No services shall be provided to any Student unless the Student presents a current and valid college Student identification card or other verified proof of enrollment plus some other form of identification that is current, valid, and contains the Student's picture. District shall provide to Provider a monthly report of currently enrolled Students for additional enrollment verification.
 - 4.6 Provider may request to withhold a deposit, not to exceed \$100, in the event that a Student seeking health services is unable to verify proof of enrollment. The deposit is fully refundable once enrollment is confirmed.
 - 4.7 No services shall be provided to any Student under the age of 18 years unless the Student presents a signed permission statement from Student's parent or proof of emancipation.

- 4.8 Provider will provide health services to Students from the first day of the semester in which the Student is enrolled until the day prior to the start of the following semester.
- 4.9 Provider shall immediately and in good faith address and respond to any Student complaints regarding Provider's service to said Student and shall within forty-eight (48) hours advise District Risk Services in writing of the complaint and action taken or to be taken in response thereto.
- 4.10 Students currently enrolled at Coastline Community College who are injured on campus or while participating in school activities shall receive treatment by Provider under the following conditions:
 - A. Injury treatment will be free for CCC Students if such treatment is one of the treatments outlined in Attachment 1.
 - B. Injury treatment not outlined as a free service as outlined in Attachment 1 is subject to the terms of the District's Student Accident Insurance Policy with Blue Cross (Prudent Buyer Plan). This Blue Cross policy is secondary to any other health insurance the Student may have.
 - C. The Provider shall report Student injuries described in 4.10 and 7.13 to District Risk Services Department.

5.0 Location and Hours of Service

5.1 Provider shall provide basic health care services to Students, with or without an appointment, at the following location during the following hours:

Location;

Time and Day;

- 5.2 No change in the above hours and location of services will be permitted unless agreed to in writing by District.
- 6.0 <u>Student Health Fees and Payment Schedule</u>
 - 6.1 District shall collect a health fee each semester from each College Student registering in credit classes except those Students who are approved by the college for waiver of the fee such as recipients of financial assistance.
 - 6.2 After administrative costs directly related to Student Health Services (not to exceed \$9,000 annually), Provider shall be paid each year as follows:
 - A. Fifty percent (50%) of the health fees collected by the District, from College Students less a \$4,000 administrative fee for each of the fall and spring terms, shall be paid within forty-five (45) days of the beginning of each fall and spring term;

- B. The remaining balance of health fees collected by District from College Students shall be paid no later than ninety (90) days after the beginning of each fall and spring term;
- C. For the summer term, one-hundred percent (100%) of the total fees collected by District from College Students less a \$1,000 administrative fee shall be paid within thirty (30) days after the beginning of the summer term;
- D. Any late collection of health fees by the District from Coastline Community College Students shall be paid within thirty (30) days after the end of each fall, spring, or summer term.

7.0 Obligations of Provider

- 7.1 All Physicians rendering health care services to Students under this Agreement shall be duly licensed to practice medicine or osteopathy in California, and must maintain themselves in good professional standing at all times. Evidence of such licensing shall be submitted to District upon request.
- 7.2 All Physicians rendering health care services to Students under this Agreement shall have training and experience in the field in which they practice, and, if a specialist, shall be specialty board certified or eligible.
- 7.3 All Physicians rendering health care services to Students under this Agreement are required to have current hospital privileges at one or more hospitals in Orange County, California.
- 7.4 Medical treatment rendered by a Physician under this Agreement will be given as promptly as practicable, consistent with sound medical practice.
- 7.5 All Physicians rendering health care services to Students under this Agreement shall do so consistent with the professional standards of the American Medical-Association and the American Osteopathic Association and consistent with methods of practice in the community applicable to this Agreement.
- 7.6 Provider shall maintain adequate medical records for any Students treated by any Physician under this Agreement. The normal standards and procedures for maintaining medical records shall apply to Provider's obligation under this provision.
- 7.7 Provider shall have the discretion to deny services to those Students, who in Provider's professional medical opinion, are abusing the services offered by Provider. Provider shall promptly notify District in writing regarding its concerns Provider may have with a Student abusing the services offered by Provider.

- 7.8 Any and all medical records of Students maintained by Provider shall be maintained subject to all applicable federal, state and local law, regulation and statute, including, but not limited to, all applicable privacy and confidentiality requirements. All Student medical records shall be treated as confidential in compliance with all federal and state law and regulations concerning the confidentiality of patient records, including, but limited to, HIPPA as codified at 42 U.S.C. § 1320 though d-8.
- 7.9 Provider shall carry professional liability insurance with an insurance company duly licensed by the State of California with a rating by Best's Insurance Rating Service of not less than AVII providing coverage for each and every individual employed by the Provider or independent contractor providing services under this Agreement in a minimum amount of One Million Dollars (\$1,000,000) per occurrence. Provider shall notify District in writing as provided in Section 12 below of cancellation or modification of any coverage under such professional liability insurance at least thirty (30) days prior to any such cancellation or modification. This Agreement shall not be deemed in force and effect unless and until Provider provides District with a Certificate of Insurance evidencing such coverage. The Provider shall provide a certified copy of said policy or policies upon request.
- 7.10 Provider shall, on its behalf and its employees and independent contractors as insureds maintain during the term of this Agreement, with insurance companies duly licensed by the State of California with a rating by Best's Insurance Rating Service of not less than AVII, commercial bodily injury and property damage liability insurance in the combined single limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence for personal injury and/or death and Two Hundred Fifty Thousand Dollars (\$250,000.00) as to property damage including, but not limited to, personal injury liability, broad form property damage liability, blanket contractual liability and products liability, covering the activities of Provider under this Agreement, and shall provide District with a Certificate of Insurance and Additional Insured Endorsement evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be cancelled without thirty (30) days' prior written notice to District. District, College and Board of Trustees, shall be named as additional insureds under such policy of insurance to be maintained pursuant to this section, and such policy shall contain a cross-liability endorsement.
- 7.11 Provider shall secure and maintain workers' compensation insurance covering all personnel employed by Provider during the term of the Agreement whether said personnel is employed by Provider or supplied by persons or entities other than the District. Provider shall maintain during the term of this Agreement, Workers' Compensation insurance with insurance company duly licensed and admitted by the State of California with rating by Best's Insurance Rating Service of not less than AVII.

- 7.12 Each Physician rendering services to Students under this Agreement shall maintain a professional liability policy in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, insuring Physician against any claim or claims for damages arising by reason of personal injury or death occasioned directly or indirectly in connection with the performance of any service by the Physician to Students under this Agreement. Provider shall provide copies of said policies to District upon request.
- 7.13 In rendering services under this Agreement, Provider and each Physician shall comply with all applicable federal, state and local laws, statutes, regulations and ordinances.
- 7.14 Provider shall complete a District Student Accident Insurance Form attached hereto as Attachment 2, when providing services to Students injured while participating in District activities and return the completed forms to the College Business Office within five (5) days of providing services to an injured Student.
- 7.15 Provider shall maintain records and provide a written report monthly to the College Student Services Office statistical information about the Students served to include the following data:
 - A. Number of Students served (broken down by females and males);
 - B. Number of visits by Students to the Provider's facility for medical assistance (broken down by females and males);
 - C. Type and number of services provided; and
 - D. Type and number of services provided with an additional cost (broken down by cost per Student served per visit).
- 7.16 Provider shall provide District with a written accounting of provided services under this Agreement as specified above on a monthly basis with a summary for each semester this Agreement is in effect. Provider shall provide the summary within thirty (30) days of the end of the semester.
- 7.17 Provider shall provide written notice of all litigation with a copy of the complaint (except for family law matters) filed against the Provider and/or any Physicians rendering services under this Agreement within twenty (20) days of service.
- 7.18 Provider has provided the District with certain information as part of its proposal to District to provide services under this Agreement. District has relied on this information in choosing the Provider to provide the services as set forth herein. The Provider warrants and represents that any and all information is true, accurate, and complete in all respects. Provider further warrants and represents that it and all of its Physicians are competent and able to perform the necessary services provided hereunder.

7.19 Students who sustain an injury or acute illness and receive initial treatment for said injury or illness while actively enrolled will not be excluded for services as indicated in the drop exclusion unless otherwise directed by District. If Provider receives any information directly or indirectly that the Student enrolled solely for the purpose of obtaining coverage for a pre-existing condition, such information should immediately be provided to District so that District can determine in good faith and in District's sole discretion whether treatment should continue to be provided to the former Student under the Student health services program.

8.0 <u>Assignment</u>

8.1 An inducement to District for entering into this Agreement is the professional reputation and competence of Provider and its Physicians and employees. Neither this Agreement nor any interest therein may be assigned by Provider without the prior written consent of District, which consent may be withheld by District in its sole and absolute discretion. Any attempt by Provider to assign this Agreement shall be void and a material breach of this Agreement and District may immediately terminated this Agreement.

9.0 <u>Termination</u>

- 9.1 District may terminate this Agreement, without cause, upon thirty (30) days written notice to Provider. Provider may terminate this Agreement, without cause, upon (90) days written notice to District, but in no event shall Provider terminate services before the completion of the current semester in effect following the completion of the (90) day notice period. In the event either party terminates this Agreement except for cause, the obligation of Provider to provide health services to Students as provided hereunder.
- 9.2 If either party breaches a material provision of this Agreement, the non-breaching party shall give the other party notice of such breach. Such breach shall be deemed cured if it is cured within ten (10) days from the effective date of such notice in the case of a failure to make any payment when due hereunder or twenty (20) days from the date of such notice in the case of any other breach. If such breach is not cured within a time specified above, the non-breaching party shall have the right to terminate this Agreement and such termination shall be deemed a termination for "cause." The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

10.0 <u>Indemnification</u>

10.1 Provider shall to the fullest extent permitted by law indemnify and hold District and its trustees, officers, employees, instructors, agents, representatives, and Students free and harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorney fees and other defense costs, from or arising out of Provider's provisions of services provided Students under this Agreement (hereinafter "such services"), the quality of such services provided, the failure of Provider to provide such services, when required by this Agreement, and more generally, the failure of Provider to perform its obligations under this Agreement or to comply with all laws, rules or regulations applicable to the services being provided by Provider herein. Provider will further indemnify and hold the District and its trustees, officers, employees, instructors, agents, representatives, and Students free and harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, claims and demands of every kind or nature, including reasonable attorney fees and other defense costs, from or arising out of any and all representations made to Students by the Provider or in connection with any and all information supplied, and/or statements made, by Provider to Students in connection with the provisions of such services.

10.2 District shall indemnify and hold Provider and its officers, employees, agents or representatives free and harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorney fees, from or arising out of the failure of the District to perform its obligations under said Agreement or to comply with the laws, rules or regulations applicable to District.

11.0 <u>Arbitration</u>

- 11.1 In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating arbitration or any legal action, and as a condition precedent to being entitled to file such arbitration demand or legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- Any dispute arising under or relating to this Agreement, whether based on 11.2 contract, tort, statute, or other legal or equitable theory, will be submitted to arbitration in the County of Orange, State of California before a retired California Superior Court Judge or a retired California Appellate Court or Supreme Court Justice or before a retired Federal Court Judge or Justice. If the parties are unable to agree to an arbitrator, the arbitration shall be submitted before the Judicial Arbitration and Mediation Services, Inc. ("JAMS") or Judicate West or the American Arbitration Association ("AAA"). The parties may agree on a retired judge from the selected entity panel. If they are unable to agree, the selected entity will provide a list of available judges and each party may strike one. The arbitration service selected shall select the arbitrator from the remaining names. The parties waive their rights to a jury trial. The arbitration shall be held in accordance with the rules of selected entity and California substantive law shall apply. Each party shall pay one-half of the arbitration fees. The arbitrator may award costs, including arbitration fees and attorneys' fees to the prevailing party. The parties shall be entitled to only the following limited discovery:

- (1) each party shall exchange all documents relevant to the subject matter of the dispute;
- (2) each party shall be entitled to one deposition limited to four hours;
- (3) each party may serve one set of interrogatories limited to 15 interrogatories including subparts;
- (4) each party may make application to the arbitrator to order the deposition of a witness to be taken for use as evidence and not for discovery if (i) the witness cannot be compelled to attend the hearing, or, if such exceptional circumstances exist as to make it desirable in the interest of justice and (ii) with due regard to the importance of presenting the testimony of witnesses a the hearing to allow the deposition to be taken.

12.0 <u>Notices</u>

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

To College:	Coastline College
_	11460 Warner Avenue
	Fountain Valley, CA 92708
	Attn: Vice-President Kevin McElroy
With a copy to District:	Coast Community College District
	1370 Adams Avenue
	Costa Mesa, CA 92626
	Attn: Risk Services Department
То:	
	Attn:
With a copy to:	
	<u>.</u>
	Attn:

Any such notices or communications personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after deposit in the mail.

Each party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph by giving the other party written notice of a new address in the manner set forth above.

13.0 <u>Miscellaneous</u>

- 13.1 Both parties warrant and represent to have full authority, upon the approval or ratification of their respective governing boards, to enter into this Agreement and perform all duties and obligations arising herefrom.
- 13.2 The waiver of any breach or violation of any terms or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach.
- 13.3 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 13.4 This Agreement shall not be construed against any one party but rather shall be deemed to be prepared jointly by both parties.
- 13.5 This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Provider to the District and contains all the covenants and/or agreements between the parties with respect to the rendering of such services.
- 13.6 Neither party may modify the terms and conditions of this Agreement except in writing signed by both parties.
- 13.7 The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not, express or by implication, limit or define or extend the specific terms of the section so designated.
- 13.8 District and the Provider shall provide administrative liaison with each other in the performance of this Agreement. The Liaison for District shall be Vice-President Kevin McElroy (714) 241-6144 and Christine Nguyen (714) 241-6150. The Liaison for the Provider shall be ______, who can be reached at (___) ____.

In Witness Whereof, the parties hereto have executed this Agreement as of the following dates:

COAST COMMUNITY COLLEGE DISTRICT

Jerry Patterson President, Board of Trustees

Date

_____ (Provider):

Date

Attachment 1

SCOPE OF SERVICES

A. PRIMARY CARE PROFESSIONAL SERVICES OFFERED FREE OF CHARGE.

Primary care professional services offered are many and varied to integrate the biological, clinical and behavioral sciences. The scope encompasses all ages, both sexes, and each organ system.

1) GENERAL and AGE SPECIFIC SCREENINGS

Blood pressureMammography (women age 40 and over)Body fatProstate CancerColon cancerSexually transmitted diseases (STD)DiabetesSkin cancerHearingTuberculosisLung functionVision

2) IMMUNIZATIONS

t,

Diphtheria Gamma Globulin MMR Tetanus Polio

3) LABORATORY TESTING

Blood sugar Chemistry (6 or 12 panels) Cholesterol Complete blood count HIV screening Mononucleosis Pap smear Pregnancy PSA Sexually transmitted diseases (STD) Stool occult blood Thyroid (TSH) Urinalysis

4) MINOR EMERGENCY MEDICAL TREATMENT

Such as, but not limited to, burns, fractures, minor lacerations, sprains and strains, etc.

5) MINOR NON-EMERGENCY MEDICAL TREATMENT

Such as, but not limited to, fever, bronchitis, colds, flu, respiratory infections, urinary tract infection (UTI), etc.

6) GENERAL MEDICAL EVALUATIONS AND TREATMENT FOR ACUTE MEDICAL PROBLEMS

General medical evaluations and treatment for acute medical problems would include those stated in this document and illnesses or conditions that are not chronic in nature. The scope of services provided is intended to be broad and oriented toward acute disorders, but is not all inclusive. (Some conditions not covered would be cancer, diabetes care, chronic kidney disease, chronic obstructive pulmonary disease, chronic arthritis, obstetric, epilepsy, and chronic neurotic disorders.)

7) WOMEN'S HEALTH CARE ISSUES

Annual breast exams Birth control counseling and prescribing Hormone replacement therapy Mammography Natural family planning Osteoporosis assessment Pap smear Sexual responsibility education

8) WEIGHT CONTROL COUNSELING

Weight control counseling to be performed by the medical provider with a focus on proper diet and rigorous exercise along with medical guidance.

9) PRIMARY CARE ANCILLARY SERVICES SUCH AS X-RAY, PHYSICAL THERAPY, AND OTHER SERVICES

X-Rays, including all extremities, skull, spine, cervical, chest, thoracic, knee, etc.

Physical Therapy, including ultrasound, hydro collator, trigger point injection, EMS, etc.

Other services, including Cardiac Treadmill, Pulmonary Function, Holter Monitoring, EKG, Echo Cardiogram, Flexible Sigmoidoscopy, Abdominal Ultrasound, Sexually transmitted diseases (STD) screening, HIV screening, etc.

Other services listed on attachment 1A.

10) MINOR SURGERY

Minor surgeries include minor laceration repair, incision and drainage of hemorrhoids, abscesses, cysts, skin tags/warts/mole removal, nail excision, and skin cancer removal including biopsy fee. Dressings, local anesthesia and sterilization must be free of charge.

11) GENERIC DRUGS (See attachment 1B for Generic Drug Formulary)

B) OTHER SERVICES

1) COMMUNICABLE DISEASES

Provider shall report all cases of communicable diseases to the County Health Department as required by law, and to the specified District Administration.

2) PSYCHOLOGICAL SCREENING AND COUNSELING

Psychological screening and counseling shall be performed by a medical doctor to determine what type of intervention is indicated. Frequency of counseling will include no less than two sessions a month. Appropriate low-cost referrals will be made for MFCC, Ph.D., psychiatry or other necessary health care professionals if medically necessary.

3) COMMUNITY REFERRALS

Community referrals include Orange County Health Department, Dental Association, Crisis Hotline, AIDS Hotline and Medi-Cal Information Registration. Should specialty care be required outside of the student health services program, a full panel of consultants shall be maintained.

- C. SPECIALTY CARE (set forth in attachment 1C)
- D. VALUE ADDED SERVICES (set forth in attachment 1D)

REQUEST FOR PROPOSALS RFP#1883 PROVIDE STUDENT HEALTH SERVICES FOR STUDENTS OF COASTLINE COMMUNITY COLLEGE

1. General Information

The Coastline Community College annual student enrollment ranges from 20,000 - 26,000 (10,000-13,000) during the fall and spring terms, and 2000-3000 during the summer term). Statistical data, as to the number of students receiving or accessing services over the past five years, are referenced in Attachment B.

The District is requesting proposals from private health services providers, to provide the following services to all enrolled students of Coastline Community College.

2. <u>Scope of Services</u>

A. PRIMARY CARE PROFESSIONAL SERVICES OFFERED FREE OF CHARGE

Primary care professional services offered are many and varied to integrate the biological, clinical and behavioral sciences. The scope encompasses all ages, both sexes, and each organ system.

1) GENERAL and AGE SPECIFIC SCREENINGS

Blood pressure	Mammography (women age 40 and over)
Body Fat	Prostate cancer
Colon Cancer	Sexually transmitted diseases (STD)
Diabetes	Skin cancer
Hearing	Tuberculosis
Lung function	Vision

2) IMMUNIZATIONS

Diptheria Gamma Globulin MMR Tetanus Polio

3) LABORATORY TESTING

Blood sugar Chemistry (6 or 12 panels) Cholesterol Complete blood count HIV Screening Mononucleosis Pap Smear

Pregnancy PSA Sexually transmitted diseases (STD) Stool occult blood Thyroid (TSH) Urinalysis

- MINOR EMERGENCY MEDICAL TREATMENT Such as, but not limited to, burns, fractures, minor lacerations, sprains, strains, etc.
- MINOR NON-EMERGENCY MEDICAL TREATMENT Such as, but not limited to, fever, bronchitis, colds, flu, respiratory infections, urinary tract infection (UTI), etc.
- 6) GENERAL MEDICAL EVALUATIONS AND TREATMENT FOR ACUTE MEDICAL PROBLEMS

General medical evaluations and treatment for acute medical problems would include those stated in this document and illnesses or conditions that are not chronic in nature. The scope of services provided is intended to be broad and oriented toward acute disorders, but is not all inclusive. (Some conditions not covered would be cancer, diabetes care, chronic kidney disease, chronic obstructive pulmonary disease, chronic arthritis, obstetric, epilepsy, and chronic neurotic disorders.)

7) OTHER HEALTH CARE

Annual breast exams Birth control counseling and prescribing Hormone replacement therapy Mammography Natural family planning Osteoporosis assessment Pap smear Sexual responsibility education

8) WEIGHT CONTROL COUNSELING

Weight control counseling shall be performed by a medical doctor with a focus on proper diet and exercise along with medical guidance.

9) PRIMARY CARE ANCILLARY SERVICES SUCH AS X-RAY, PHYSICAL THERAPY AND OTHER SERVICES

- X-Rays, including all extremities, skull, spine, cervical, chest, thoracic, knee, etc.
- Physical Therapy, including ultrasound, hydro collator, trigger point injection, EMS, etc.
- Other services, including Cardiac Treadmill, Pulmonary Function, Holter Monitoring, EKG, Echocardiogram, Flexible Sigmoidoscopy, Abdominal Ultrasound, Sexually transmitted disease (STD) screening, HIV Screening, etc.
- Any other services that can be provided by your facility:

Will there be a limited number of visits for any of the above listed treatments? If so, please explain in detail.

10) MINOR SURGERY

Minor surgeries include minor laceration repair, incision and drainage of hemorrhoids, abscesses, cysts, skin tags/warts/mole removal, nail excision, and skin cancer removal including biopsy fee. Dressings, local anesthesia and sterilization must be free of charge.

11) GENERIC DRUCS

- Please list all generic drugs (topical/oral/injectable) that will be dispensed on-site free of charge.
- Please list other generic drugs (topical/oral/injectable) that will be dispensed on-site free of charge.

B. OTHER SERVICES

1.) COMMUNICABLE DISEASES

Provider shall report all cases of communicable diseases to the County Health Department, as required by law, and to specified District Administrator.

List any communicable diseases that cannot be reported to the college due to privacy laws.

2.) PSYCHOLOGICAL SCREENING AND COUNSELING

Psychological screening and counseling shall be performed by a medical doctor to determine what type of intervention is indicated. Frequency of counseling will include no less than two sessions a month. Appropriate low-cost referrals will be made for MFCC, Ph.D., psychiatry or other necessary health care professionals if medically necessary.

3.) COMMUNITY REFERRALS

Community referrals include Orange County Health Department, Dental Association, Crisis Hotline, AIDS Hotline, and Medi-Cal Information Registration. Should specialty care be required outside of the student health services program, a full panel of consultants shall be maintained.

C. SPECIALTY CARE

Please list all Specialty Care you would provide free of charge, e.g., Acupuncture, Ear, Nose, and Throat, Orthopedics and Sports Medicine, Physical Therapy, Podiatry, Cardiology, OBGYN, etc.

Please list below and explain in detail services your clinic can provide by an area specialist and the applicable percent (%) discount from usual and customary fees.

SERVICES DISCOUNT RATE (%)

Ear, nose and throat surgery	
Orthopedics and sports medicine	
Physical Therapy	
Podiatry	
Gynecology surgery	

Coastline RFP 4

D. VALUE ADDED SERVICES

Please list any additional services not covered above that your facility can offer free of charge or at a discounted rate. (If discounted rates are offered, please list the specific percentage discount for each additional service).

3. Additional Documentation Required

The provider may include in the proposal any material representative of the services to be provided but must include the following information:

- A. Last audited Financial Statement.
- B. General liability and professional liability carriers and limits; workers' compensation carrier information.
- C. List any malpractice cases in the last ten years for the clinic and any individual employee to perform the medical services referenced in the malpractice case (doctor, physician assistant, nurse, etc.)
 Please provide Plaintiff's name, Date, Court and Case Number, Charges, and Disposition. Use separate sheet if necessary.
- D. List any other civil suits filed against your facility or any of your employees in the last ten years.
 Please provide Plaintiff's name, Date, Court and Case Number, Charges, and Disposition. Use separate sheet if necessary.
- E. List any doctors employed by your facility who have been plaintiffs in a civil suit in the last ten years.
 Please provide Plaintiff's name, Date, Court and Case Number, Charges, and Disposition. Use separate sheet if necessary.
- F. Has clinic ever lost a major client for who it was providing services within the last five years? (e.g.: workers' comp., drug screening, pre-employment physical, etc.)
 Please provide name and address of group, period, of time service provided, nature of arrangements, and reason for cessation.
- G. Provide complete information on your clinic's staffing, both administrative and professional, including licenses, experience, and medical specialty.

- H. List bilingual staff and what languages they speak.
- I. List any programs you can provide to assist low-income students.
- J. List all of the clinic's community or hospital affiliations.
- K. List all of the clinic's PPO group affiliations.
- L. Are all of clinic's physicians affiliated with the Blue Cross Prudent Buyer PPO?
- M. List hours and days that services are available at the clinic.
- N. List hours and days that physician(s) will be available at the clinic.
- O. List all medical equipment available at the clinic and its acquisition date.
- P. Provide addresses of all clinical facilities if you offer multiple locations.
- Q. Will your medical facility agree to a five (5)-year contract? If not, indicate the length of agreement preferred.

4. Terms and Conditions of Agreement

A sample agreement outlining terms and conditions is attached.

- A. The District will consider entering into a five (5)-year agreement.
- B. Any agreement signed by the District shall include, as a minimum, the provider's proposal as accepted by the District, insurance and bonding requirements, indemnity, independent contractor statement, and cancellation clauses. The cancellation clause shall include a thirty (3)0-day no fault cancellation and cancellation for non-performance.
- C. Clinic must furnish detailed monthly and annual statistical report as to the number of students receiving services, the type of services received, etc. (see attachment B)

- D. Students requesting services must furnish provider with proof of enrollment by presenting a Coastline Student Identification card and (1) other photo identification such as a valid driver's license or California Identification Card. Health services are available from the first day of the semester in which the student is enrolled until the day prior to the start of the following semester. Students who drop all classes are no longer eligible for health care services.
- E. The District will furnish the Provider a monthly report listing all enrolled students.
- F. Refer to Attachment A, Sample Agreement, Section 6.0 for Student Health Fees and Payment Schedule.

5. Evaluation and Selection Process

- A. All proposals should be received by the District by 2 p.m. on June 15, 2010.
- B. Following receipt of the proposals, the evaluation committee composed of administrative staff, faculty, and students will review and evaluate all proposals submitted.
- C. The evaluation process will include legal due diligence review and visiting of provider's facilities.
- D. All decisions made by the District are final and not open to arbitration. The District in its sole discretion reserves the right to choose the clinic it believes best meets the needs of its students.

6. District Contact Person

If there are any questions regarding this proposal, please call John Eriksen, Director of Purchasing, and (714) 438-4680.

List of Attachments

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Attachment A, Sample Agreement of Terms and Conditions

Attachment A1, Accident Form

Attachment A2, Schedule of Litigation

Attachment B, Statistical summary of students served and services provided

Attachment C, Student Health Brochure



California Corporate College

California Community Colleges System Strategic Plan Action Planning Item C1B

December 17, 2009

- The California Corporate College is a SYSTEM initiative, developed in response to the CCC System Strategic Plan Item C1 (B).
- The CA CC's mission is to provide a single point of contact for businesses, governmental agencies, associations, and organizations to access training and workforce development services throughout California. It is created as a cooperative venture of California's Community Colleges.
- The focus of the CA CC is to identify opportunities for customized training for the incumbent workers employed with large California corporations that have service delivery needs over multiple college service areas. Business development and contract/project management are the main functions of the CA CC.
- Delivery of services is done through the colleges, not through the creation of separate resources.
- Colleges can generate discretionary revenue three ways as a member of the CA CC:
 - Earn a 35% mark-up above contract costs on any contract they are involved in delivering
 - Earn a 5% of gross contract referral fee on any appropriate client referred to CA CC that results in a contract
 - Share in the surplus at the end of the year
- There is a nominal \$500 annual assessment fee for each college district that joins the CA CC. The fee can be paid up-front or may be incurred with payment coming from earned revenues.
- The CA CC has been and will continue to be advised by the CA CC Advisory Board. Additional spaces on the advisory board are available.
- The CA CC submitted an IDRC and an RTF grant application to secure start-up funding for the 2-year pilot project. The CA CC secured RTF grant funding.

CA CC Contact Information

Leslie Larrabee Executive Director

760-777-1816 leslie@cacorpcollege.com



3536 Butte Campus Drive, Oroville, CA 95965

MEMORANDUM OF UNDERSTANDING

PARTIES

This Memorandum of Understanding ("MOU") is hereby made and entered into by and between the Butte-Glenn Community College District ("District") on behalf of its sponsored program the California Corporate College ("CA CC") and Coast Community College District ("Member District).

WHEREAS,

The California Community Colleges Chancellor's Office has established the California Corporate College within the System Strategic Plan as a cooperative venture of California's 110 community colleges.

The California Corporate College (CA CC) provides a single point of contact for businesses, governmental agencies, associations, and organizations to access training and workforce preparation services throughout California.

RESPONSIBILITIES OF CA CC

CA CC agrees to perform the following activities and provide the following resources:

Corporate Training and Services Provider: CA CC is the centralized clearinghouse for acquiring and delivering statewide and multi-jurisdictional corporate training and workforce preparation services contracts through the community colleges.

Product Development: CA CC coordinates the development and licensure of training products wherein economies of scale can be realized.

Statewide Marketing: CA CC will market the services of California's 110 Community Colleges to businesses, governmental agencies, associations, and organizations with employees and members at multiple California locations.

Collaboration: CA CC will foster collaboration among California's 110 community colleges to enhance the California Community College System's competitiveness on statewide training and workforce preparation services projects.

Quality Assurance: CA CC will ensure quality and consistency of contract service delivery on a statewide basis.

No Duplication: CA CC will not duplicate or replace existing programs and services provided through the California Community Colleges.

Right of First Refusal: CA CC will provide Member Districts the right of first refusal on any contract being delivered in their service area. In addition, CA CC will provide Non-Member Districts the right of first refusal on any contract being delivered in their service area, with the caveat that should they accept the assignment they will join the CA CC.

Resource Referral: CA CC will refer colleges and initiatives to appropriate resources for technical assistance and capacity building to better enable them to respond to employer needs.

Support: CA CC commits our support and agrees to work cooperatively with Member District in accordance with this MOU.

RESPONSIBILITIES OF MEMBER DISTRICT

Member District agrees to perform the following activities and provide the following resources:

- To participate fully in the mission of CA CC •
- To communicate the structure and intent of CA CC within each community college and its district •
- Support the CA CC in the negotiation of contract training projects
- Support the CA CC in the development of partnerships on behalf of the 110 community colleges .
- To adhere to the pricing structure as determined by the CA CC Advisory Board •
- To identify trainers to be certified to deliver customized curriculum .
- To submit all client-required information to CA CC as requested .
- To support and contribute to CA CC marketing campaigns .
- To share effective and innovative training strategies with CA CC •
- To financially support CA CC through an annual assessment as determined by the Advisory Board, and approved by the Economic and Workforce Development Program of the California Community Colleges System Office
- To refer potential statewide contracts to CA CC
- To appoint a single liaison who will adhere to all items in MOU .
- · Commit our support and agree to work cooperatively with the CA CC Advisory Board in accordance with this MOU.
- Operate in the spirit of supporting and growing the CA CC business, thereby growing each college's corporate training business.
- Adhere to the Standards of Good Practice established by the CA CC Advisory Board attached as Addendum A to this MOU.

Liaison Contact Information

Name	Corine Doughty	
Title	Director, Career and Community Education Orange Coast C	College
Email	cdoughty@occ.cccd.edu	
Phone	714-432-5628x3 Fax <u>714-432-5184</u>	Cell 949-922-0756
Mailing A	Address 2 <u>701 Fairview Road, Costa Mesa, CA 92626</u>	

CA CC Advisory Board Participation

The CA CC District Liaison 🗆 is already serving 🗖 is interested in serving 🗇 in not interested in serving as a CA CC Advisory Board member.

CA CC District Assessment Fee

\$500 Assessment Fee

Pay? □ Incur?

As representatives for <u>Coast Community College District</u> -, we commit our support (Insert Community College District Name here)

and agree to work cooperatively with the Advisory Board for the CA CC in accordance with this Memorandum of Understanding.

Member/District Viaison/Supervisor

Member District Liaison

BUTTE-GLENN CCD	NAME OF MEMBER DISTRICT
By:	Ву:
(Signature of person authorized to execute Agreement.)	(Signature of person authorized to execute Agreement.)
Name:	Name: Jerry Patterson
Title:	_ Title: President, Board of Trustees
Date:	
Recommended By:	······································
CA CC Advisory Board Chair	CA CC Executive Director
Signature:	Signature:
Name:	
Date:	Date:

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ADDENDUM A

Standards of Good Practice for California Corporate College Participating Colleges

July 2009

To ensure full participation in the California Corporate College (CA CC) and quality of delivery for our California Corporate Clients, Standards of Good Practice have been developed by the CA CC Advisory Board. Colleges will operate in the spirit of supporting and growing the CA CC business, thereby growing each college's corporate training business.

- Annual Standards of Good Practice summary report will be sent to the CA CC Liaison
- Standards of Good Practice are measured in two key areas: Operations & Program Delivery
- Member in good standing status requires an annual overall score on Member Standards of Good Practice report of 90%
- Coaching and support will be made available through the EWD Training and Development initiative and other appropriate resources for those colleges falling below the good standing score of 90%

	Standard	Annual Measurement/Scoring
OPER	ATIONS	
1.	Assign one CA CC liaison at your college for all communication with the CA CC	Assigned CA CC liaison
2.	Timely and complete response to requests for curriculum and/or information from CA CC	 Respond to all requests—even if the response is that the organization does not have the information
3.	Participate in meetings of the CA CC as necessary	Liaison participates in meetings
4.	Comply with CA CC policies and procedures in a timely way	 Meet the terms of each policy and procedure by posted deadline
5.	Participate in marketing activities	Include CA CC in marketing materials
PROG	RAM DELIVERY	
1.	Participate in requests to deliver on contracts within own service area	Training, consulting, or other activities
2.	Provide high quality contract trainers to deliver services utilizing prescribed curriculum	 Training/instructor evaluation form Learning outcomes achieved
3.	Participate in required training activities (train the trainer) for contract delivery	 Trainers/instructors and/or project managers attend and participate in each train the trainer

Measurement of Standards

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DONATION AGREEMENT

This Donation Agreement is entered into effective _____, 2010 by and between the Marine Spill Response Corporation ("MSRC") and Orange Coast College ("Donee").

BACKGROUND:

A. MSRC has surplus equipment, as listed: survival suits (see attached list) (the "Equipment").

B. Donee has inspected the Equipment, found it to be safe, suitable and serviceable for its purposes, and has asked MSRC to donate the Equipment.

C. MSRC is willing to donate the Equipment to Donee, on the terms and conditions below.

AGREEMENT:

In consideration of the following agreements, and for other good and valuable consideration, the parties agree as follows:

1. MSRC does hereby grant, convey, transfer, bargain, sell, deliver and set over, all of its right, title and interest in and to the Equipment to Donee.

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2. MSRC makes no representations, warranties or guaranties, express or implied, of any kind or nature whatsoever, as to the Equipment. Without limitation, MSRC makes no warranty of merchantability, or any warranty as to the Equipment's fitness for any particular purpose, or its suitability for any particular use by Donee.

3. The parties expressly agree that the Equipment is being conveyed "AS IS WHERE IS."

4. Donee acknowledges and agrees that it has conducted a thorough inspection of the Equipment and found it to be safe, suitable and serviceable. Donee agrees that it will continue to periodically inspect the Equipment in the future to validate the Equipment's condition prior to use.

5. Donee agrees that, upon receipt of the Equipment, it shall immediately remove or deface the MSRC name, logo and all other MSRC identifying marks from the Equipment.

6. <u>Indemnity</u>: Donee hereby releases MSRC, its officers, directors, members, employees, representatives and agents (collectively, the "Indemnitees") from, assumes all liability for and agrees to indemnify the Indemnitees against, all claims, liabilities, obligations, damages, penalties, litigation, costs, charges and expenses (including, without limitation, reasonable attorneys' fees) imposed on, incurred by or asserted against the Indemnitees and relating to or arising out of Donee's use of the Equipment (including, without limitation, use by Donee's employees, representatives, agents or other authorized users).

DONEE

By:	
Name:	
Title:	

MARINE SPILL RESPONSE CORPORATION

By: ______ Name: Donald Fross Title: Contract Administrator

AIRCRAFT MAINTENANCE AND SERVICING AGREEMENT Between SUNRISE AVIATION, INC. and COAST COMMUNITY COLLEGE DISTRICT

This AIRCRAFT MAINTENANCE AND SERVICING AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT (Orange Coast College), a public educational agency ("DISTRICT") and SUNRISE AVIATION, INC., a California Corporation ("SUNRISE") shall be effective upon the execution date of SUNRISE and DISTRICT, whichever shall later occur. DISTRICT and SUNRISE may be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, DISTRICT desires to obtain special services for all recurring and required inspections and maintenance to properly maintain the airworthy condition of a Piper PA 28-150, FAA registry N43241 in accord with manufacturer and Federal Aviation Requirements. The services listed here are referred to herein as "SERVICES."

WHEREAS, SUNRISE warrants and represents to DISTRICT that SUNRISE has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES timely and in conformance with the laws of the State of California, and with the requirements of the Federal Aviation Administration.

NOW, WHEREFORE, the Parties agree as follows:

ARTICLE I -- SUNRISE'S SERVICES AND RESPONSIBILITIES.

1. SUNRISE shall timely and competently provide those SERVICES set forth in this AGREEMENT.

2. SUNRISE covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. SUNRISE shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. SUNRISE agrees it shall take all special precautions necessary to protect SUNRISE'S employees, DISTRICT'S employees, students, and members of the public from risk of harm arising out the nature of the work.

3. SUNRISE shall hold and maintain during the performance of these AGREEMENT any and all applicable licenses, permits, and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state, and local laws, statutes, regulations, rules, and ordinances, as well as DISTRICT policies, and procedures in the performance of SERVICES under this AGREEMENT.

4. SUNRISE shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 1".

5. SUNRISE consents to use of SUNRISE'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

ARTICLE II -- COMPENSATION

1. DISTRICT agrees to pay the SUNRISE for SERVICES satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twenty-Five Thousand Dollars (\$25,000.00) during the term of this AGREEMENT. DISTRICT shall pay SUNRISE pursuant to the following rate schedule/basis for compensation:

- Labor costs (for maintenance actions other than inspections) will be billed at \$110.00 hourly.
- Parts for the aircraft will be purchased from accredited vendors and billed at actual cost incurred by SUNRISE.
- 100-HOUR INSPECTIONS will be billed at a flat rate of \$1,650.00
- 50-HOUR INSPECTIONS will be billed at a flat rate of \$330.00.
- ANNUAL INSPECTIONS will be billed at a flat rate of \$500.00.
- SUNRISE will request authorization from the Orange Coast College Aviation Training Department for performance of maintenance beyond required inspections and replacement of industry standard "consumable" items.

2. In the event it become necessary for SUNRISE to contract for maintenance provided by non-Sunrise personnel, SUNRISE will obtain approval from the Orange Coast College Aviation Training Department before committing to such maintenance agreements.

3. SUNRISE shall provide monthly written invoices to DISTRICT for all work performed under this AGREEMENT. DISTRICT shall endeavor to pay SUNRISE within 15 days following the receipt of invoices for services rendered, subject to DISTRICT approving of work performed.

4. DISTRICT shall not be liable to for any costs or expenses paid or incurred by SUNRISE in performing SERVICES for DISTRICT, except as set forth above in Article II, Paragraph 1.

ARTICLE III -- TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date with SUNRISE'S SERVICES to commence on or about May 6, 2010. All SERVICES shall be completed by no later than May 5, 2011, at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, with <u>or</u> without reason, terminate this AGREEMENT and compensate SUNRISE only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by SUNRISE. Notice shall be deemed given when received by the SUNRISE or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of SUNRISE'S SERVICES hereunder) SUNRISE shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to SUNRISE'S failure to perform pursuant to this AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to SUNRISE under this AGREEMENT.

ARTICLE IV -- INDEMNITY AND INSURANCE

1. SUNRISE agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in

equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of SUNRISE or of any officer, director, agent, or employee of SUNRISE. SUNRISE shall indemnify, and hold harmless DISTRICT, its trustees, officers, agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, and other legal expenses, including litigation expenses, that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in any way related to this AGREEMENT.

2. DISTRICT requires SUNRISE to provide DISTRICT with evidence of insurance in the form of an insurance certificate and an endorsement, with both documents naming the Coast Community College District, its trustees, officers, employees and agents as additional insured. This insurance shall include:

(a) Commercial General Liability Insurance (Occurrence Form) with limits of not less than \$1,000,000.00 for each occurrence, \$2,000,000.00 aggregate, with \$250,000.00 coverage as to property damage including, but not limited to, personal injury liability, and broad form property damage liability covering the activities of SUNRISE under this AGREEMENT. This policy shall be endorsed to name DISTRICT and DISTRICT'S Board of trustees, officers, agents and employees as additional insureds. Such endorsement shall be made on ISO Endorsement CG20 10 11 85 or other current ISO endorsement form acceptable to DISTRICT.

(b) Workers' Compensation Insurance with an insurance company duly licensed and admitted by the State of California in the amounts required by California law covering all personnel employed on the premises during the term of this AGREEMENT whether said personnel are employed or contracted by SUNRISE.

ARTICLE V -- INDEPENDENT CONTRACTOR

1. SUNRISE, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at SUNRISE'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. SUNRISE has no authority to bind DISTRICT. SUNRISE understands and agrees that

SUNRISE and all of SUNRISE'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. SUNRISE assumes the full responsibility for the acts and/or omissions its employees or agents. SUNRISE shall assume full responsibility for payment of all federal, state and local taxes or contributions, with respect to SUNRISE and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of SUNRISE and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by SUNRISE without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and SUNRISE and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and SUNRISE.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third Party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort even if the Parties are advised of the likelihood or possibility of the same.

6. SUNRISE, if an employee of another public agency, agrees that SUNRISE will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. 7. The failure of DISTRICT or SUNRISE to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration or litigation between the Parties hereto arising out of or relating in any manner to this AGREEMENT including the necessity of either Party to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing Party shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing Party and any judgment, decision or award rendered against either of the Parties may specifically include such reasonable costs, expenses and attorneys' fees of the prevailing Party.

9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

TO DISTRICT:

TO SUNRISE:

Attn:

Orange Coast College Attn: Vice President Administrative Services 1370 Adams Avenue Costa Mesa, CA 92626

1951 Campus Drive, Suite 7

Santa Ana, CA 92707

Copy to:

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

Any such notices personally served or delivered by currier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after being

deposited in the U.S. mail. Each Party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A Party may change its address for purposes of this paragraph by giving the other Party written notice of a new address in the manner set forth above.

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

DISTRICT

SUNRISE AVIATION, INC.

President, Governing Board of Trustees Coast Community College District [Name] Michael Church [Title] President Social Security No. or Federal ID No. 95-3312160 Dated: <u>4/9/2010</u>

Dated:

Alcohol eCHECKUP TO GO Subscription Agreement

Subscribers to the Alcohol eCHECKUP TO GO agree to the following Terms & Conditions:

- 1. The San Diego State University Research Foundation (SDSU) provides the eCHECKUP TO GO for one-year renewable subscription periods. Subscription is \$975.00 per year, payable to "San Diego State University Research Foundation" at the start of each subscription period. Each subscription begins the date a subscriber's specific version of the eCHECKUP TO GO is operational and ends 365 days from that date.
- 2. Subscribers will receive the following:
 - a. An institution-specific version of the eCHECKUP TO GO input web page which will reside on a secure SDSU server.
 - b. All web-based applications and the standard eCHECKUP TO GO feedback web pages with institution-specific statistical information and referrals/resources (if provided; see attached Reply Form), which will reside on a secure SDSU server.
 - c. Each participant's submission will also be stored in a database which will reside on a secure SDSU server.
 - d. At no additional charge, all updates to the eCHECKUP TO GO during the subscription period.
 - e. Access to the "eCHECKUP TO GO Administrators' Pages," on which subscribers may review and retrieve aggregate data for their institution's use of the eCHECKUP TO GO.
- 3. SDSU may, during the subscription period, modify the eCHECKUP TO GO, both functionally and aesthetically, and will make reasonable effort to retain aesthetic ties to the subscriber's institution (colors, logos, etc.).
- 4. In order to provide participants tailored and specific feedback and referral information, subscribers may provide institution and state specific information for use in their eCHECKUP TO GO program (see attached Reply Form). Subscribers are solely responsible for the accuracy and quality of information they provide to SDSU.
- 5. SDSU will host the eCHECKUP TO GO on a secure SDSU server. In the event the server experiences technical problems, SDSU will make reasonable effort to either resolve the difficulties or provide a back-up eCHECKUP TO GO Internet site. Subscribers will not be reimbursed for server downtime or Internet congestion resulting in the eCHECKUP TO GO's diminished performance.
- 6. Subscribers agree to not copy, reproduce, redistribute, or modify the content of the eCHECKUP TO GO input page, feedback form, or supplementary web pages provided by SDSU without prior written permission from SDSU, except where required to provide feedback to eCHECKUP TO GO participants.

- 7. Subscribers also agree to not copy, reproduce, redistribute, or modify the content of the Hypertext Markup Language (HTLM) or any eCHECKUP TO GO web page and JavaScript functions of any eCHECKUP TO GO web page, except those noted as public domain. Subscribers also agree to not copy, reproduce, redistribute, or modify the content of the server-side applications, and to not copy, reproduce, or redistribute, the raw data collected from the eCHECKUP TO GO.
- 8. Subscribers agree to not access, or attempt to access, the eCHECKUP TO GO server and not to retrieve data or attempt to retrieve data from the eCHECKUP TO GO database, except as provided via the eCHECKUP TO GO web site or the eCHECKUP TO GO "Administrators' Pages" web site. The data made available via the eCHECKUP TO GO "Administrators' Pages" web site, are provided for use in aggregate analyses.

9. Subscribers agree not to use or query their data in ways that may identify and/or reveal any individual participant's eCHECKUP TO GO survey responses and/or feedback report, without the participant's express knowledge and consent.

- 10. When an institution chooses not to continue/renew their subscription, their version of the eCHECKUP TO GO will be removed and the subscriber will no longer have access to their eCHECKUP TO GO data.
- 11. It is the **subscriber's responsibility** to provide a location for a referral page that describes what the eCHECKUP TO GO does and how participants can access it (e.g., <u>http://www.sa.sdsu.edu/cps/e-chug.html</u>).
 - a. This page must exist on the subscriber's local server and is typically incorporated into the subscriber's psychological services, health services and/or AOD web site(s).
 - b. SDSU will provide the appropriate hypertext link, but subscribers are responsible for creating, uploading, and maintaining the referral page.
- 12. All versions the eCHECKUP TO GO will include hypertext links to the national self-help groups such as Alcoholics Anonymous, Marijuana Anonymous and SMART recovery. Subscribers wishing to include links to local chapters for self-help groups, or additional referral information on their eCHECKUP TO GO should provide that information using the attached Reply Form.
- 13. SDSU reserves the rights to collect, analyze, and publicize aggregate data collected from any and all institutions' eCHECKUP TO GO web sites. Obtained data will not be publicized in any manner that identifies your institution or your institution's participants.

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Personal Reflections Program Subscription Agreement (An eCHECKUP TO GO Supplemental Program)

The Personal Reflections Program provides participants a guided opportunity to thoughtfully reflect on their own personal drinking profile and subscribing institutions a way to positively verify that a participant has completed the eCHECKUP TO GO.

This supplemental program can be added to your eCHECKUP TO GO subscription for an additional \$375.

For more information about this program, please review the "Verification Options" at <u>http://www.echeckuptogo.com/usa/programs/coll_alcohol.php</u>

Subscribers to the Personal Reflections Program agree to the following Terms & Conditions:

- 1. The annual subscription for the Personal Reflections program is \$375.00, payable to "San Diego State University Research Foundation" at the start of each subscription period.
- 2. Subscribers will receive the following:
 - a. An institution-specific version of the Personal Reflections input web page which will reside on a secure SDSU server.
 - b. At no additional fee, all updates to the Personal Reflections during the subscription period.
 - c. Access to the "eCHECKUP TO GO Administration Pages," on which subscribers may review and retrieve their participant's responses to the Personal Reflections program
- 3. Each participant's response to the Personal Reflections Program will be transmitted via email to the institution's designated contact person(s).
- 4. Each participant's submission will also be stored on a data base which will reside on a secure SDSU server.
- 5. SDSU may from time to time update the Personal Reflections Program, both functionally and aesthetically, and will make reasonable effort to retain aesthetic ties to the subscriber's institution (colors, logos, etc.).
- 6. SDSU will host the Personal Reflections Program on an Internet server. In the event the server experiences technical problems, SDSU will make reasonable effort to either resolve the difficulties or provide a back-up Personal Reflections Program Internet site. Subscribers will not be reimbursed for server downtime or Internet congestion resulting in the Personal Reflections Program's diminished performance.
- 7. SDSU, the SDSU Research Foundation, and the eCHECKUP TO GO Development team are not liable for lost, undelivered, or corrupted Personal Reflections program email transmissions.
- 8. Subscribers agree to not copy, reproduce, redistribute, or modify the content of the Personal Reflections program input page, feedback form, or supplementary web pages provided by SDSU

without prior written permission from SDSU, except where required to provide feedback to Personal Reflections program participants.

- 9. Subscribers also agree to not copy, reproduce, redistribute, or modify the content of the Hypertext Markup Language (HTLM) or any Personal Reflections program web page and JavaScript functions of any Personal Reflections program web page, except those noted as public domain. Subscribers also agree to not copy, reproduce, redistribute, or modify the content of the serverside applications, and to not copy, reproduce, or redistribute, the raw data collected from the Personal Reflections program.
- 10. Subscribers agree to not access, or attempt to access, the Personal Reflections program server and not to retrieve data or attempt to retrieve data from the Personal Reflections program database, except as provided via the eCHECKUP TO GO Administrative web interface.
- 11. Subscribers agree not to use the information received via the Personal Reflections program in ways that may identify and/or reveal any individual participant(s) eCHECKUP TO GO survey responses and/or feedback report, without the participant's express consent.
- 12. When an institution chooses not to continue/ renew their subscription, their version of the Personal Reflections program will be removed and the subscriber will no longer have access to their data.
- 13. Responding to Participant's Personal Concerns:
 - a. Subscribers understand that participants may only complete the Personal Reflections program if they consent to provide personal and identifiable information and consent to have their responses transmitted via email.
 - b. As the Personal Reflections program is designed to give participants an opportunity for thoughtful self-reflection, it is likely that some may choose to share personal information about themselves and/or their families.
 - c. Subscribers agree to have in place a thoughtful protocol for determining who receives and has access to the participant's reflective journal responses and to provide support and direction to participants who might raise concerns.
 - d. Subscribers understand that San Diego State University, the San Diego State University Research Foundation, and the eCHECKUP TO GO Development team WILL NOT review, monitor or respond to any information participants provide on the Personal Reflections program.
 - e. Subscribers release San Diego State University, the San Diego State University Research Foundation, and the eCHECKUP TO GO Development team from any and all liability arising from their participants' use of the Personal Reflections program.
- 14. SDSU reserves the rights to collect, analyze, and publicize aggregate data collected from any and all institutions' Personal Reflections program web sites. Obtained data will not be publicized in any manner that identifies your institution or your institution's participants.

To Subscribe

If you agree to the Terms & Conditions described in the preceding Subscription Agreements:

Please complete and sign the attached Reply Forms.

Please make all checks or money orders payable to the "San Diego State University Research Foundation"

	Fee Sched	lule	
	eCHECKUP TO GO	Personal Reflections	Balance Due
eCHECKUP TO GO Only	\$975.00 USD		\$975.00 USD
eCHECKUP TO GO & Personal Reflections	\$975.00 USD	\$375.00 USD	\$1350.00 USD
Personal Reflections Only (To add to an existing eCHECKUP TO GO order)		\$375.00 USD	\$375.00 USD

Mail or FAX your completed Reply Forms and your payment or purchase order to:

SDSU eCHECKUP TO GO Projects

Counseling & Psychological Services San Diego State University 5500 Campanile Drive San Diego, CA 92182-4730

FAX (619) 594-4392

For Credit Card Payment or Questions call: (619) 594-0710

COLLEGE Alcohol @GREGKUP TO GB REPLY FOR

Campus/Site Name		oast College/Student		Time Zone	Pacific	· · · · · · · · · · · · · · · · · · ·
Campus/Site Web Page	http://www.or	angecoastcollege.edu	u/student_services/student	Do you observe		_
State/Province	CA	Country	United States	Daylight Saving Time?	X Yes	L] No

eCHECKUP TO GO Contact Person

The main administrative contact for your eCHECKUP TO GO; has access to the drinking data

Legal drinking age?

Name	me Sylvia Worden		dress	2701 Fair	view Rd.	
Email	sworden@occ.cccd.edu	Street Ad	dress			
Tel	714-432-5808	_ City	Costa Mesa	St/Prv	ZIP	92626
Fax	714-432-5097	Country		United St	ates	

Information to personalize your eCHECKUP TO GO

In your state/province, what is the:

BAC limit for adults? 0.08 %

For Minors?

0 %

Campus/site psychological services or counseling center name, telephone number and statement to your participants:

Example: "If you would like to speak to someone about your results or are interested in learning about the free confidential services listed below, contact (psychological services) at (555) 555-1212. The (psychological services office) offers...

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If you would like to speak to a psychologist about your alcohol and/or drug use, please come to the OCC Student Health Center, located between Watson Hall and the gym. Our psychologists provide free, confidential counseling services to OCC students for a variety of issues, including drug and alcohol counseling. All OCC students may have up to eight sessions with a psychologist. A student-led Alcoholics Anonymous group meets on the OCC campus. Call the OCC Student Health Center at 714-432-5808 for more information about either of these options.

Alcohol or other drug-specific referral sources in your community or nationally:

ALCOHOLICS ANONYMOUS: 714-556-4555 or www.aa.org ORANGE COUNTY ALCOHOL & DRUG ABUSE SERVICES: http://ochealthinfo.com/behavioral/adas/clinics.htm#North ST. JOSEPH HOSPITAL BEHAVIORAL HEALTH SERVICES: 714-771-8134 CRISIS INTERVENTION HOTLINE (24/7): 800-999-9999 SOCIAL SERVICES REFERRALS: 211 (HI)UIERE **A CONOL** ARTERIA DE CONTRACTOR DE LA CONTRACTION DE LA CONTRACTICA CONTRACTION DE LA CONTRACTICA CONTRACTICA DE LA CONTRACTICA

Campus/Site-specific program(s) to reduce the incidence of students driving after drinking alcohol (e.g. Safe Ride, etc.):

California state law and the OCC College Code of Conduct specifically prohibits the use and possession, distribution or sale of drugs or alcohol on college property or at any college-sponsored activity or event. (p.25, OCC Catalog 2009-2010)

Various services in Orange County provide safe transportation for those who have been drinking in order to avoid a DUI: 4 A SAFE RIDE HOME: 1-800-305-TAXI see also: http://www.drinkinganddriving.org/tools/

To provide your participants with meaningful local social norms feedback, please provide us with your institution-specific data (if available). While most subscribers choose to use the questions provided, you may alter the questions. Questions must follow the format provided; the response *must* be a percentage.

· · · · · · · · · · · · · · · · · · ·		1
What percentage of the students at OCC drink three or fewer drinks when they "party" or socialize?	60.1	%
What percentage of the students at OCC did not drink alcohol in the past 30 days?	38.8	%
What percentage of the students at OCC smoked marijuana at least once in the past 30 days?	23.8	%

tow were these data collected? (e.g., 2004 CORE Survey, ACHA, NDSHS, CCS etc.)

Example: "The (campus) norms are based on the responses of (your campus) students to the 2006 CORE survey..."

The OCC campus norms are based on the responses of OCC students to the 2007 NCHA survey that was conducted in classes chosen by OCC Institutional Research to provide a representative sample of the OCC student body.

Notes to the eCHECKUP TO GO Webmaster

You may use this space to convey additional information to the eCHECKUP TO GO webmaster.

I just wanted to make sure you had our website: http://www.orangecoastcollege.edu/student_services/student_health/

I, ______, have read, understood, and agreed to the Terms and Conditions set forth by the San Diego State University Research Foundation, and the eCHECKUP TO GO Development Team and, acting on behalf of ______Orange Coast College/Student Health Services wish to implement the eCHECKUP TO GO at my institution.

attached signature page Date

(Arabite	「小川川二二川川二小川川川川二十十一一一一一一一一一一一一一一一一一一一一一一一一	
C REALIZED	/ou like to add a verification program to you order?	
	No	
×	Yes, add the Electonic Verification of Completion (Free)	
	Yes, add the Personal Reflections Program (Implementation of this program requires a supplemtal fee of	
Lleet	come ventication of completion conner Person difficult marked "Ares" above).	
	1. "When the and have access to the Electronic Varification of Completion data	

NEPRIFICATION MATTAN

The person who will receive and have access to the Electronic Verification of Completion data. This person **MUST BE DIFFERENT** than the eCHECKUP TO GO Contact Person.

Name	Kate Mueller	Street Ad	dress	2701 Fair	view Rd.	
Email	kmueller@occ.cccd.edu	Street Ad	dress			
Tel	714-432-5730	City	Costa Mesa	St/Prv	ZIP	92626
Fax	714-432-5992	Country		United St		

Responding to Participants' Personal Concerns - Personal Reflections Program option ONLY

It is not uncommon for participants to reveal personal and family concerns to faculty and staff members in required essays such as the Personal Reflections program. Consequently, it is important for your campus to have in place a thoughtful protocol for determining who receives and has access to the respondent's Personal Reflections responses and what support and direction they are able to provide to participants who might raise concerns. This is especially true in extreme situations where a paticipant might reveal thoughts about harming themselves or someone else.

At a minimum, your protocol should ensure that the participant has access to campus, community and/or crisis intervention services should they need professional help and support.

In the event that the individual completing the eCHECKUP TO GO and Personal Reflections might feel a need to seek immediate or emergecny intervention, please provide us with a statement and the 24 hour crisis intervention office and phone number your institution encourages students to use in the case of an emergency. This statement will be printed just before the user submits their Personal Reflections responses. For example your emergency contact statement might read:

Example: "It may take several days for your written responses to be reviewed. If you are concerned about your drinking, your personal safety and/or the health and safety of a friend please call us now at: (Campus-Specific Crisis Contact Information)."

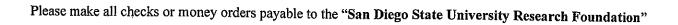
What would you like your Personal Reflections emergency contact statement to say? Enter your preferred statement below:

N/A; we are not purchasing Personal Reflections.

I understand that San Diego State University, the San Diego State University Research Foundation, and the eCHECKUP TO GO Development Team will not review, monitor nor respond to any information students provide in their Personal Reflections responses and I assume responsibility for establishing a protocol to determine who is authorized to receive Personal Reflections responses and respond to student concerns.

I, ______, have read, understood, and agreed to the Terms and Conditions set forth by the San Diego State University Research Foundation, and the eCHECKUP TO GO Development Team and, acting on behalf of ______Orange Coast College/Student Health Services wish to add the Personal Reflections program to my order.

<u>Please see attached signature page</u> Signature Date



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GOLLEGE Alcohol BERECKUP TO GO REP

Mail or FAX your completed Reply Forms and your payment or purchase order to:

SDSU eCHECKUP TO GO Projects Counseling & Psychological Services San Diego State University 5500 Campanile Drive San Diego, CA 92182-4730 USA

TEL+1 (619) 594-0710FAX+1 (619) 594-4392

For Credit Card Payment or Questions call: +1 (619) 594-0710

Alcohol eCHECKUP TO GO Signature Page

I, ________have read, understood, and agreed to the Terms and Conditions set forth by the San Diego State University Foundation, and the eCHECKUP TO GO developmental team, and acting on behalf of the Orange Coast College Student Health Center, wish to implement eCHECKUP TO GO at Orange Coast College.

DISTRICT

AGENCY

San Diego State University Research Foundation eCHECKUP TO GO

President, Board of Trustees Coast Community College District

Dated _____

Name _____

Title

Federal Tax ID: 956042721

Dated _____



Schedule I - Processing Services for Government Entities and Institutions (v.01.01.10)

SCHEDULE I

PROCESSING SERVICES FOR GOVERNMENT ENTITIES AND INSTITUTIONS

PROCESSING SERVICES FOR GOVERNMENT ENTITIES AND INSTITUTIONS. Merchant elects and agrees to accept the Payment Device Processing Services for government entities and institutions, as such services are further described in this Schedule and the Exhibits hereto, and subject to the terms and conditions of the applicable provisions of the Agreement. Except as expressly modified pursuant to this Schedule, all terms and conditions of the Agreement, including all other Schedules to the Agreement, remain in full force and effect and shall govern the relationship among the parties to this Schedule I.

Capitalized terms used and not otherwise defined in this Schedule I shall have the meanings ascribed to them in the Agreement or in the Merchant Operating Guide ("MOG"), which is incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule I to the Agreement.

	ELAVON, INC.
on behalf of itself and each of the affiliated entities identified on Schedule B to the Agreement (the "MERCHANT"):	Ву:
	Name:
By:	Title:
Name:	
Title:	Date:(Schedule I "Effective Date")
	MEMBER
	Ву:
	Name:
	Title:



Section A – General Provisions Applicable to All Merchants under this Schedule

- Fees. Elavon and Member will be compensated for the Processing Services provided under this Schedule as provided in the Agreement as such Agreement may be modified by this Schedule.
- 2) The following provisions hereby replace the likenumbered provisions of the Agreement or are hereby inserted or deleted from the Agreement, as indicated, for Merchants operating under this Schedule.
 - a) Section (A)(4)(a)(i) Security Agreement. is deleted.
 - b) Section (A)(4)(a)(ii) Perfection. is deleted.
 - c) Section (A)(6)(a) Accuracy of Information. is revised to read as follows:

"a) Accuracy of Information. Merchant must promptly notify Elavon in writing of any material changes to the information provided in the Merchant Application, in the bid process if applicable, or otherwise in the Agreement, including, without limitation, any additional location or new facility at which Merchant desires to use the Processing Services provided under this Schedule, the form of entity, change in control, material changes to the type of goods and services provided and/or payments accepted, and how Transactions are completed (e.g., by telephone, mail, electronic commerce, or in person at Merchant's place of business). The notice must be received by Elavon at least ten (10) business days prior to the change. Merchant will promptly provide any additional information reasonably requested by Elavon. Merchant will be responsible for all losses and expenses incurred by Elavon or Member arising out of Merchant's failure to provide proper notice or requested information for any such change, and will not make any claims against Elavon or Member for any losses sustained by Merchant as a result of such failure. Elavon may immediately terminate the Agreement upon a material change to the information in the Merchant Application if such change is not approved by Elavon. Elavon has the right to rely upon written instructions submitted by Merchant to request changes to Merchant's business information. Merchant may request written confirmation of Elavon's consent to the changes to the Merchant's business information."

d) Section (A)(6)(b)(i) Merchant Responsibilities.
 is revised to read as follows:

"i) Merchant Responsibilities. As between Merchant, Elavon and Member, Merchant will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of or in connection with (A) any dispute with a Customer, Cardholder or any third party relating to any Transaction, (B) any action taken by Elavon or Member with respect to the DDA or Reserve Account in accordance with the Agreement, or (C) any breach by Merchant of any obligation under this Agreement. Merchant will not make any claims against Elavon or Member for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages."

- e) Section (A)(6)(b)(ii) Elavon Responsibilities. is revised to read as follows:
 "ii) Elavon Responsibilities. Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (A) Elavon's breach of the Agreement, or (B) Elavon's negligence, gross negligence or willful misconduct."
- f) Section (A)(8)(b)(ii) Financial Information. is revised to read as follows:

"ii) Financial Information. Upon the request of either Elavon or Member, Merchant will provide Elavon and Member audited financial statements prepared by an independent certified public accountant selected by Merchant, or if Merchant is audited by a governmental authority, then Merchant will provide financial statements from such governmental authority. Within one hundred twenty (120) days after the end of each fiscal year (or in the case of a government entity, when available), Merchant will furnish Elavon and Member, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Merchant shall also provide Elavon and Member such interim financial statements and other information as Elavon or Member may request from time to time."

g) Section (A)(11)(a) Products or Services. is revised to read as follows:

"a) Products or Services. Merchant may desire to use a Value Added Servicer to assist Merchant with its Transactions. Merchant shall not utilize any Value Added Servicer unless Merchant has disclosed such use to Elavon previously in writing, and unless such Value Added Servicer is fully compliant with all Laws and Payment Network Regulations. Any Value Added Servicer used by Merchant must be registered with the Payment Networks prior to the performance of any contracted services on behalf of Merchant, Further, as between the parties to this Agreement, Merchant will be bound by the acts and omissions of its Value Added Servicer and Merchant will be responsible for compliance by such Value Added Servicer with all Laws and Payment Network Regulations. Merchant will be responsible for any loss, cost, or expense incurred in connection with or by reason of Merchant's use of any Value



Added Servicer. Neither Elavon nor Member is responsible for the Value Added Servicer, nor are they responsible for any Transaction until Elavon receives data for the Transaction in the format required by Elavon.

h) Section (A)(12)(d)(iii) Early Termination Fee. [DELETED]

i) Section (A)(13)(d)Security Program Compliance. is revised to read as follows: "d) Security Program Compliance. Merchant must comply with the requirements of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) including the Cardholder Information Security Program (CISP) of Visa, the Site Data Protection Program (SDP) of MasterCard, the Data Security DISC Program and the PCI DSS regulations of Discover Network. and the security programs of any other Payment Network as to which Merchant accepts a Payment Device, as applicable, and any modifications to, or replacements of such programs that may occur from time to time (collectively, "Security Programs"). Upon request, Elavon will provide Merchant with the respective website links to obtain the current requirements of the Visa, MasterCard, and Discover Network Security All Value Added Servicers from Programs. whom Merchant procures services must comply with the requirements of those Security Programs. Merchant, and not Elavon or Member, is responsible for Merchant's own actions or inactions, those of Merchant's officers, directors, shareholders, employees and agents, including any Value Added Servicer (collectively, "Merchant's Agents"). Merchant shall be responsible for any liability, loss, cost, or expense resulting from the violation of any of the Security Program requirements by Merchant or any of Merchant's Agents."

j) Section (A)(14)(c) Passwords. is revised to read as follows:

"c) Passwords. If Merchant receives a password from Elavon to access any of Elavon's databases or services, Merchant will: (i) keep the password confidential; (ii) not allow any other entity or person to use the password or gain access to Elavon's databases or services; (iii) be responsible for all action taken by any user of the password that obtained access to the password from Merchant; and (iv) promptly notify Elavon if Merchant believes Elavon's databases or services or Merchant's information has been compromised by use of the password. If Merchant receives passwords from a third party for products or services related to Transaction processing, Merchant must protect such passwords in the manner required by such third party and be responsible any losses, costs, or expenses that arise from Merchant's use or misuse of such third party passwords."

- k) Section (A)(15)(b) Jurisdiction and Venue; Governing Law. is deleted.
- l) Section (A)(15)(c) Exclusivity. is deleted.

 In addition to the termination rights set forth in Section (A)(12)(b)(i) of the Agreement, Merchant shall have the following termination right added to the Agreement as Section (A)(12)(b)(i)(C):
 "C) The Agreement may be terminated by Merchant in the event that sufficient legislative appropriation is not available, provided that Merchant gives Elavon

and Member sixty (60) days notice prior to termination."

Section B - Elavon Fee Collection Models

- 4) Direct Debit Fee Collection Model. If Merchant elects the Direct Debit fee collection model on Exhibit A to this Schedule I, Section (A)(5)(a), Fees, of the Agreement remains unchanged and in full force and effect.
- 5) Compensating Balances Fee Collection Model. If Merchant elects the Compensating Balances fee collection model on Exhibit A to this Schedule I, Section (A)(5)(a), Fees, of the Agreement is hereby replaced with the following provision:
 - a) Section (A)(5)(a) Fees. Notwithstanding any provisions of Section (A)(3)(b) or Section (A)(3)(c) to the contrary, with respect to the collection of fees by Elavon and Member, Merchant will pay Elavon and Member fees in the ordinary course of business for services, supplies, and equipment in accordance with Schedule A, any amendment to Schedule A and any additional application or setup form(s) provided by Elavon and Member in writing to Merchant. Elavon will send Member an invoice reflecting the amount of fees due, and Member will enter such amount in Merchant's compensating balance calculation. Member will pay Elavon such amount, on Merchant's behalf, within thirty (30) days. Alternatively, Elavon may net out the fees due from any funds due Merchant under the Agreement.
- 6) Monthly Net Settlement Fee Collection Model. If Merchant elects the Monthly Net Settlement fee collection model on Exhibit A to this Schedule I, Section (A)(5)(a), Fees, of the Agreement is hereby replaced with the following provision:
 - a) Section (A)(5)(a) Fees. Notwithstanding any provisions of Section (A)(3)(b) or Section (A)(3)(c) to the contrary, with respect to the collection of fees by Elavon and Member, Merchant will pay Elavon and Member fees in the ordinary course of business for services, supplies, and equipment in accordance with Schedule A, any amendment to Schedule A and any additional application or setup form(s) provided by Elavon



and Member in writing to Merchant. Such fees will be calculated daily and will be offset by Elavon and Member against amounts owed by Elavon and Member to Merchant for: (i) on the first day of each month for the prior month's Processing Services, and (ii) following the first day of the month for fees and other amounts owed to Elavon and Member pursuant to Schedule A that are not available or reasonably calculable as of the last day of a particular month. In the event that the funds owed by Elavon and Member to Merchant on the first day of a calendar month are insufficient to offset amounts Merchant owes to Elavon and Member for Processing Services provided during the prior month, Elavon and Member may offset any unpaid balance owed by Merchant against future amounts Elavon and Member owe or will owe to Merchant until Merchant's financial obligations are fully satisfied.

Section C – Government/Public Institution Service Fees

7) Government/Public Institution Service Fees. If Merchant is both eligible to charge or to have Elavon charge Government/Public Institution Service Fees (as defined on Exhibit B hereto) and has elected on Exhibit A to manage or to have Elavon manage Government/Public Institution Service Fees, then Merchant shall comply with the Government/Public Institution Service Fee Terms and Conditions attached hereto as Exhibit B.



EXHIBIT A GOVERNMENT/PUBLIC INSTITUTION SERVICE FEE ENROLLMENT

		GOVERNMENT/P	UBLIC INSTITUT	ION SERVIC	<u>E FEE ENROLLMEN</u>	<u>r</u>	ļ
-		UNROFEMENT FORMERON	EGOVERNMEN UPUBLIC	INSTITUTION SE	RVICL FEF PROGRAMS		
	Date: 04/26/2010	Pricing Quote #: IC Plus 0.10 basis points	New Location		Rep Name: Emmett Templeton	Rep Phone #: (209)551-1517	
	Existing MID: 54153099	906192266		Chain #:			
-	DBA Name: Coast Com	munity College District		DBA Phone #: (7	14)438-4654		<u></u>
111.5 STILL	Contact Name (first & last):	Kim Allen & Helen Roth	geb	DBA Fax #: (714	····		
	DBA Address: 1370 Ada	ams Avenue	<u> </u>	<u> </u>	osta Mesa, CA. 92626		
	Contact Name (First and Last	a): same as above		Training Phone # (
	Goods or Services Sold: Co	llege Tuition and Fees		Federal Tax 1D: 94	5-602272		1
	Processing Options:						=
	Merchant-managed ² Government/Public Institution MasterCard Convenience Visa Tax Payment Program Government/Public Institution Card Service Fee % Visa Consumer Debit (tr ACH (via Electronic Che Minimum Annual Fees (Payment/Transaction Types fo Gredit – (check all that app Signature Debit – (check all that app	(when available) n Service Fee Funding Model (check, Service Fee Services Programs (che Fee Program for Education and Gove Service Fee Pricing (applicable only Service Fee Pricing (applicable only Seck Services): S (If applicable): S (GP)SP Assessment (not all paymen ply): M Visa MasterCard M I al that apply): Visa MasterCard M I al that apply): Visa MasterCard Seckbodule K required if checked) iFone vx570) (Visa, MasterCard, and Discover credit cover credit cards and signature debit ifon or Value-Added Servicer	ck all Unit apply, but only if t mamment Merchants if Merchant clocts GPISF as <u>Utransaction types are suppor</u> Discover (available if Elavon- ard] Discover (available i <u>hant (check all that apply)</u> : dit cards only) cards	<u>Mannt elects GPIS</u> sessment); ted for all programs) acquired) f Elavon-acquired)	<u>Assessment)</u> : (check all that apply, but only if Mo	erchaut elects GPISF assessmer ()	2
	sy sgning balow, Merchant wa Assessment of Government/Puly	urants the truthfulness and accuracy o lic Institution Service Fees.	f the information provided, s	grees to pay the fees :	set forth herein and agrees to abide	by the Terms & Conditions for	
ŝ	ignature	Nam	e & Tillç		Date		

 "Elavon-managed" means that Elavon establishes the amount of the Government/Public Institution Service Fee charged and retains the Government/Public Institution Service Fee in lieu of Merchant's obligation to pay Elavon the per transaction fees as set forth in the Agreement.
 "Merchant-managed" means that Merchant establishes the amount of the Government/Public Institution Service Fee charged and retains the Tovernment/Public Institution Service Fee. Merchant pays Elavon the per transaction fees as set forth in the Agreement for all such Transactions.

Elavon Processing Services for Government Entities and Institutions Enrollment

S.q

Merchant Acknowledgment



EXHIBIT B

TERMS AND CONDITIONS FOR ASSESSMENT OF GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES

ASSESSMENT OF GOVERNMENT/PUBLIC

INSTITUTION SERVICE FEES. Terms and Conditions ("T&Cs") for Assessment of Government/Public Institution Service Fees.

1) APPLICABILITY OF AGREEMENT. If Merchant has requested authority to charge or to have Elavon charge a Government/Public Institution Service Fee to its Customers for Eligible Transactions, the following provisions apply to such Eligible Transactions and the related Government/Public Institution Service Fees charged. Any other Transactions or fees, including Convenience Fees, are governed by the standard provisions set forth in the Agreement, as modified by the applicable Schedules thereto. Merchant agrees to the following provisions, as and to the extent applicable, in addition to the terms and conditions of the Agreement.

2) RULES OF CONSTRUCTION. These T&Cs are intended to complement and are subject to your Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement or the MOG. In the event of a conflict between these T&Cs and other terms of the Agreement or the MOG, the terms of these T&Cs shall prevail.

3) DEFINITIONS.

a) <u>Agreement</u>. The Terms of Service (TOS) or the Payment Device Processing Agreement, as applicable.

b) Government/Public Institution Service Fee. The fee charged by Elavon or Merchant, at Merchant's election, to Customers conducting Eligible Transactions (as described herein, as applicable) at Merchants operating in certain designated merchant category codes ("MCCs"). For the avoidance of doubt, fees referred to as a "service fee" or "convenience fee" (in the context of the MCCs described herein) as used in the applicable rules of the Credit Card Associations, where the fee is processed as a separate Transaction from the underlying purchase or payment Transaction, are included within the definition of, and are referred to herein, as a "Government/Public Institution Service Fee."

4) GOVERNMENT/PUBLIC INSTITUTION SERVICE FEE SERVICES.

a) <u>Government/Public Institution Service Fee Services</u>. At Merchant's election, Merchant may choose to charge a Government/Public Institution Service Fee (a Merchantmanaged Government/Public Institution Service Fee) or to have Elavon charge a Government/Public Institution Service Fee (an Elavon-managed Government/Public Institution Service Fee) to its Customers for Eligible Transactions, in each case provided that Merchant is in compliance with the Payment Network Regulations and Laws, including the Electronic Fund Transfer Act and Regulation E. If Merchant elects an Elavon-managed Government/Public Institution Service Fee, Merchant agrees that any Government/Public Institution Service Fee

collected in connection with an Eligible Transaction will be retained by Elavon and Member and that such amount constitutes Elavon's and Member's property, and Merchant has no right, title or interest in such amounts. Further, if Merchant elects an Elavon-managed Government/Public Institution Service Fee, Merchant agrees that Elavon may adjust the Government/Public Institution Service Fee amount from time to time as necessary or appropriate to accommodate changes in Payment Network fees (including Interchange fees), material changes in average ticket size and/or monthly Transaction volume, Interchange classification or downgrades, changes in Chargeback rates, or changes in Payment Devices accepted and/or payment channels offered by Merchant. Additionally, Elavon may immediately terminate the Processing Services for Government/Public Institution Service Fees if Merchant's Chargeback rates materially exceed industry averages. If Merchant elects a Merchant-managed Government/Public Institution Service Fee, Merchant will receive and retain the Government/Public Institution Service Fee collected in connection with Eligible Transactions and will pay regular per transaction fees to Elavon and Member for the Processing Services provided by Elavon and Member with respect to such Transactions. Merchant agrees that the minimum annual Transaction fees (which includes any Elavon-retained Government/Public Institution Service Fees) paid to Elavon and Member for Transactions processed under this Schedule shall be at least equal to the "Minimum Annual Fees" amount identified on Exhibit A hereto. For any partial period of less than a full year during the term of this Schedule, the actual amount of fees paid by Merchant to Elavon for Transactions processed under this Schedule shall be annualized to determine if Merchant has satisfied this obligation. At the end of each year (the first of which shall begin on the Schedule I Effective Date and each successive year of which shall begin immediately upon the conclusion of the preceding year), Elavon may notify Merchant if the actual Transaction fees paid by Merchant in respect of this Schedule is less than the Minimum Annual Fees amount. In the event that Merchant's actual Transaction processing fees under this Schedule for any such period are less than the Minimum Annual Fees, Merchant shall promptly pay Elavon and Member the difference.

b) <u>Conflict of Laws</u>. To the extent Merchant's state or other governing body has passed legislation that requires assessment of Government/Public Institution Service Fees by government agencies as a component of card acceptance, such laws may conflict with Payment Network Regulations. Merchant bears all responsibility and liability associated therewith, including all assessments, fees, fines and penalties levied by the Payment Networks.

5) REQUIREMENTS FOR GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES. Elavon may update or

revise the provisions of this Section 5 upon written notice to Merchant.

a) Merchants Accepting Visa Cards for Eligible Transactions. The following requirements apply to Merchants accepting Visa Credit Cards and/or Visa signature Debit Cards that desire to charge or to have Elavon charge a Government/Public Institution Service Fee on certain Transactions. If Merchant also accepts and wishes to charge or to have Elavon charge a Government/Public Institution Service Fee on certain Transactions paid by MasterCard and/or Discover Network cards, the requirements of this Section (5)(a) also apply to Merchant in connection with the assessment of Government/Public Institution Service Fees on Transactions involving those Payment Devices.

i) Eligible Merchants. Merchants operating in MCC 9311 (Taxes) are eligible to charge or to have Elavon charge a Government/Public Institution Service Fee to Customers in connection with Eligible Transactions listed in Section (5)(a)(ii) below.

ii) Eligible Transactions. Eligible Merchants may charge or have Elavon charge a Government/Public Institution Service Fee only in connection with the following "Eligible Transactions":

1) Federal personal income taxes;

- 2) State personal income taxes;
- 3) Real estate and other property taxes;
- 4) Federal business income taxes;
- 5) State business income taxes;
- 6) Federal payroll/unemployment taxes;
- 7) State payroll/unemployment taxes; or

8) Sales and use taxes.

iii) Transaction Requirements. The following requirements apply to Eligible Transactions under this Section (5)(a).

1) Merchant must provide Elavon with the necessary documentation to facilitate Elavon's registration of Merchant in the "Visa Tax Payment Program," the "MasterCard Convenience Fee for Eligible Government and Education Payments" program and/or the convenience fee program of Discover Network, in each case to the extent applicable and required.

2) The Government/Public Institution Service Fee must be disclosed to the Cardholder prior to the completion of the Transaction, and the Cardholder must be given the option to cancel the Transaction if the Cardholder does not wish to pay the Government/Public Institution Service Fee.

3) The Government/Public Institution Service Fee must apply in the same amount regardless of the Credit Card type or signature Debit Card type (with the exception of Visa Consumer Signature Debit) accepted for payment of a given Eligible Transaction within a particular payment channel. This requirement does not apply to payments made by ACH, cash, check or PIN-based Debit Card.

4) The Government/Public Institution Service Fee must not be advertised or otherwise communicated as an offset to the merchant discount rate.

5) The Government/Public Institution Service Fee cannot be charged for recurring payments. The Government/Public Institution Service Fee is designed for one-time payments, not for payments in which a Cardholder authorizes recurring charges or debits.

6) Merchant must accept Visa as a means of payment in all channels (i.e., face-to-face, mail/telephone, and Internet environments, as applicable).

7) Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.

b) <u>Merchants Not Accepting Visa Cards for Eligible</u> <u>Transactions</u>. The following requirements apply to Merchants accepting Credit Cards and/or signature Debit Cards other than Visa (i.e., Merchants accepting MasterCard cards and/or Discover Network cards but not accepting Visa cards) that desire to charge or to have Elavon charge Government/Public Institution Service Fees on Eligible Transactions.

i) Eligible Merchants. Merchants operating in MCCs 8211 (Elementary Schools), 8220 (Colleges/Universities), 9211 (Courts), 9222 (Fines), 9311 (Taxes) and 9399 (Miscellaneous Government Services) are eligible to charge or to have Elavon charge a Government/Public Institution Service Fee to Customers in connection with Eligible Transactions listed in Section (5)(b)(ii) below.

ii) Eligible Transactions. Eligible Merchants may charge or have Elavon charge a Government/Public Institution Service Fee only in connection with the following "Eligible Transactions":

1) Payments to elementary and secondary schools for tuition and related fees, and school-maintained room and board;

2) Payments to colleges, universities, professional schools and junior colleges for tuition and related fees, and schoolmaintained room and board;

3) Payments to federal courts of law that administer and process court fees, alimony and child support payments;

4) Payments to government entities that administer and process local, state and federal fines;

5) Payments to local, state and federal entities that engage in financial administration and taxation; or

6) Payments to Merchants that provide general support services for the government.

iii) Transaction Requirements. The following requirements apply to Eligible Transactions under this Section (5)(b).

1) Merchant must provide Elavon with the necessary documentation to facilitate Elavon's registration of Merchant in the "MasterCard Convenience Fee for Eligible Government and Education Payments" program and/or the convenience fee program of Discover Network, in each case to the extent applicable and required.

2) The Government/Public Institution Service Fee must be disclosed to the Cardholder prior to the completion of the Transaction, and the Cardholder must be given the option to cancel the Transaction if the Cardholder does not wish to pay the Government/Public Institution Service Fee.

3) The Government/Public Institution Service Fee must apply in the same amount regardless of the Credit Card or signature Debit Card type accepted for payment of a given Eligible Transaction within a particular payment channel.

Elavon

This requirement does not apply to payments made by ACH, cash, check or PIN-based Debit Card.

4) The Government/Public Institution Service Fee must not be advertised or otherwise communicated as an offset to the merchant discount rate.

c) Additional Requirements for Merchants Utilizing Proprietary Solutions or Value Added Servicers.

i) POS Devices. Merchant is responsible for ensuring that its software, POS Devices and card acceptance procedures fully comply with Elavon's instructions, including with respect to programming of software and POS Devices to handle Eligible Transactions to ensure proper assessment of Government/Public Institution Service Fees. If the Government/Public Institution Service Fee is Elavonmanaged, Merchant is further responsible for complying with all requirements as provided by Elavon from time to time to appropriately process the Eligible Transactions to qualify for optimal Interchange rates within five (5) days of Elavon's communication to Merchant of the same. If Merchant fails to make changes to its POS Devices or card acceptance procedures requested by Elavon within five (5) days of the request, Elavon may, in its discretion, discontinue the program or suspend a certain payment type. Further, if Merchant fails to make such changes and the Government/Public Institution Service Fee is Elavonmanaged, Elavon may adjust the Government/Public Institution Service Fee amount, bill the Merchant for charges in excess of the Government/Public Institution Service Fee to recover losses related to Transactions that did not qualify for optimal Interchange rates or for applicable Credit Card Associations' reimbursement programs, including, but not limited to, losses related to Merchant's failure to distinguish between pricing of Visa signature Debit Cards and all other card types for transactions processed within the Visa Tax Payment Program.

ii) Approval Required to Charge or Adjust Government/Public Institution Service Fee. Merchant may not charge or adjust Government/Public Institution Service Fees unless Merchant has disclosed such fees to Elavon previously in writing and Merchant has been approved by Elavon to charge or adjust such Government/Public Institution Service Fees. If Merchant charges or adjusts a Government/Public Institution Service Fee without having disclosed such fee or adjustment previously in writing and obtained Elavon's consent, Merchant will be in breach of the Agreement and Elavon may immediately terminate the Agreement in addition to pursuing any other remedies available under the Agreement, Laws and Payment Network Regulations.

iii) Value Added Servicer. Merchants accepting Visa cards for Eligible Transactions who utilize proprietary solutions or Value Added Servicers to manage a Government/Public Institution Service Fee must comply with Attachment 1, attached hereto.

6) ADDITIONAL PROCESSING REQUIREMENTS. If Merchant voids an underlying Eligible Transaction, the associated Government/Public Institution Service Fee must be voided as well. If Merchant processes a refund for an underlying Eligible Transaction, Merchant must disclose to Customers that Government/Public Institution Service Fees are non-refundable. Merchants that desire to charge or to have Elavon charge Government/Public Institution Service Fees will be assigned separate MIDs for use in connection with Eligible Transactions and related Government/Public Institution Service Fees. MIDs. assigned for use with Eligible Transactions and/or Government/Public Institution Service Fees may not be used to process Transactions that are not Eligible Transactions.

PAYMENT AND TRANSACTION TYPES 7) SUPPORTED. Government/Public Institution Service Fee capability for Credit Cards and/or signature Debit Cards depends on the Merchant's MCC, as described above, and the Payment Network Regulations of the applicable Credit Card Association. Government/Public Institution Service Fee capability is supported only through Elavon products specified on Exhibit A hereto. Not all payment and transaction types are supported for all products. Additionally, Merchant proprietary software, POS Devices, or Value Added Servicers may be certified to process Elavon-managed Government/Public Institution Service Fee Transactions. Closed network prepaid cards, electronic benefits transfer, and dynamic currency conversion are not supported for Government/Public Institution Service Fee processing.



ATTACHMENT 1 to T&Cs <u>GOVERNMENT/PUBLIC INSTITUTION SERVICE FEE PROCESSING REQUIREMENTS FOR</u> <u>MERCHANTS USING PROPRIETARY SOLUTIONS OR A VALUE ADDED SERVICER</u>

I. Underlying Eligible Transactions

The following data must be inserted in the listed fields when creating the authorization and clearing requests for the underlying Eligible Transaction (the tax liability payment).

FIELDNAME	VALUE
Merchant Category Code	9311 – Tax Payments
Merchant Name	 The following lists the format and information for each type of tax collected for this field: Federal tax payments, you must use "US Treasury Tax Payment" State Income Tax: NN - State Income Tax, where NN represents the state, for example, CA - State Income Tax For all other taxes: Taxing Authority - Tax Type, for example: ✓ Sales Tax: NN Franchise Tax Board - Sales Tax ✓ Business Income Tax: NN Franchise Tax Board - Business Income ✓ Property Tax: NN Funds E-Pay - Real Estate
Merchant City	Merchant customer service phone number.
Merchant State	Merchant state two letter acronym (NN), for example, CA; (not the state of the provider).
ECI Indicator	 Use 1 or 4 for phone-initiated (MOTO) payments. Use 5, 6, 7, 8 or 9 for Internet-initiated payments.
Merchant Verification Value	This value is used for large <u>federal</u> tax payment requests only. If appropriate, Visa will assign and notify you of your unique MVV value.
Local Tax	In the Sales Draft Record (TC05), Transaction Record 6 (TCR6), positions 5-16 ("Local Tax"), insert the value of "0" = "0%" tax rate.
Local Tax Included	In the TC05, TCR6, position 17 ("Local Tax Included"), insert a value of "2" = Transaction is not subject to tax.

II. Government/Public Institution Service Fee Transactions

The following data must be inserted in the listed fields when creating the authorization and clearing requests for the Government/Public Institution Service Fee.

FIELD NAME	VALUE
Merchant Category Code	9311 – Tax Payments
Merchant Name	 The following lists the format and information for each type of tax collected: Federal tax payments, you must use "US Treasury Tax Payment Service Fee"
	 State Income Tax: NN – State Income Tax Service Fee, for example, CA – State Income Tax Service Fee
	For all other taxes: Taxing Authority – Tax Type Service Fee, for example:
	✓ Sales Tax: NN Franchise Tax Board – Sales Tax Service Fee
	 Business Income Tax: NN Franchise Tax Board – Business Income Service Fee
	Property Tax: NN Funds E-Pay – Real Estate Service Fee
Merchant City	Merchant service phone number.
Merchant State	Merchant state two letter acronym (NN), for example, CA; (not the state of the provider).
ECI Indicator	 Use 1 or 4 for phone-initiated (MOTO) payments.
	Use 5, 6, 7, 8 or 9 for Internet-initiated payments.
Local Tax	In the Sales Draft Record (TC05), Transaction Record 6 (TCR6), positions 5-16 ("Local Tax"), insert the value of "0" = "0%" tax rate.
Local Tax Included	In the TC05, TCR6, position 17 ("Local Tax Included"), insert a value of "2" = Transaction is not subject to tax.

Legal Entity Name Business Segment Category Description MCC Multiple MCCs?				
Business Segment Category Description MCC Multiple MCCs?	ICoast Communi	ity College District	····	
Category Description MCC Multiple MCCs?	Services_Educat			
MCC Multiple MCCs?				
Multiple MCCs?		Pro Schools Junior Colleges		
	8220			
	No			
Locations	37			
Initial Contract Term (yrs)	3			
Date Fees Last Updated	No			
• • • • •				
	Annual Volum	Average Ticket	Annual Transactions	
VISA				
	\$		134,078	
MasterCard	\$	14,000,000 \$ 179.00	78,212	
Discover	\$	2,000,000 \$ 179.00	11,173	
American Express	\$	- \$ -	0	
JCB & Diners	\$	- \$ -	0	
Checks	\$	- \$ -	Ő	
EBT	\$		-	
		. •	0	
Other	\$	\$	0	
Total	\$	40,000,000	223,464	
ACCOUNT IMPLEMENTATION & MAIN	ITENANCE FEES	Morshant Foo	A uniformation	
Account Sat-Lip & Implementation Fee		Merchant Fee	Application	Comments
Account Set-Up & Implementation Fee		N/A	Per Relationship	
Application Fee		N/A	Per Relationship	
Rush Fee		N/A		
Monthly Statement Fee		N/A	Per MID	
Supply Fee		N/A		
Terminal reprogram Fee (per unit)		N/A	F	
Onsite Training		N/A	Dev Dev	
			Per Day	
Research Fee		N/A	Per Hour	
Other Fee		N/A	Per Unit	
		· · · · · · · · · · · · · · · · · · ·		
CARD PROCESSING FEES				· · · · ·
	Pricing Type:	Pass-Through		
All Visa, MasterCard, Discover and debit ne	twork authorization	and Interchange fees, assessmen	ats, dues and other fees and char	nes are passed to
Merchant at cost. Servicer Transaction pro				J
		Cattle F = (4)	0-11-1	
	Auth Fee (\$)		Settle Fee (%)	
Man	N/A	N/A	0.1000%	
Visa	N/A	N/A	0.1000%	
Visa MasterCard Discover	N/A	N/A	0.1000%	

IV. AUTHORIZATION FEES - Servicer

Telecom Method Additional Fee for Telecom
American Express
Diners
JCB
EBT
Other Card Type
Other Card Type
Voice (VRU) Authorization
Voice Authorization with Address Verification
Operator-Assist Authorization
Bank Referral Authorization

	N/A	
N/A		
N/A		0.0000%
N/A		0.0000%
\$	0.75	
\$	0.90	
_ \$	1.25	
\$	4.00	

,

V. OTHER TRANSACTION FEES & SERVICES

Batch Header Fee (per occurrence)	N/A
AVS Fee (per occurrence)	
ACH Fee (per occurrence)	N/A
ACH Returned Item Fee (per occurrence)	N/A
FedWire Settlement (per occurrence, where available)	N/A
Chargeback Fee (per occurrence)	\$ 25.00
Monthly Minimum (per location)	N/A
Monthly Minimum Start Date	N/A
Other Fee	N/A
Other Fee	N/A
VI. OPTIONAL SERVICES	

A. Reporting

B. Foreign Networks & Gateways

Using a third party network or gateway below requires Servicer to add an additional fee per authorization. For foreign networks, this is a separate authorization fee, and for gateways, this Servicer fee will be added to the Servicer authorization fee noted in Section IV.

	Dial	IP
TSYS Acquiring Solutions (Vital) Foreign Network		
ADS Foreign Network		
BuyPass Foreign Network		
Global (Mapp or NDC) Foreign Network		
MerchantLink Gateway		
Pay by Touch Gateway		· · · · · · · · · · · · · · · · · · ·
🗆 Other		

C. Equipment/Software

VII. VALUE ADDED PRODUCTS

	ECS Equipment/Software COI Software License Fee INA per license/unit (Includes Magtek Excelia and bay6 software) per license COI Maintenance Fee INA per year Centralized/Enterprise Image (CI) CI Software License Fee INA per gear Outsourced Image (OI) UPS Set-Up Fee INA per set-up Transportation costs for Paper Check pick-up and delivery will be passed through to Merchant without mark-up. Costs for supplies will be paid by Merchant direct to UPS. Courier: Initial & Reorder Supplies/Submission Slips NA Division Costs for Paper Check pick-up and delivery will be passed through to Merchant without mark-up. Costs for supplies will be paid by Merchant direct to UPS. Courier: Initial & Reorder Supplies/Submission Slips NA Merchant-directed Delivery: Initial & Reorder Supplies/Submission Slips NA Paper Check Request Fees from OI IP Site N/A Paper Check Request Fees from OI IP Site N/A Paper Check Image match (including MICR misreads) MICR misreads) NSF Service Fee Amount: No Max Allowed (state max is default) or Specified Service Fee Amount MA New SF Item (not applicable for Guarante Service Levels or for ARC products) ** **per NSF Item (not applicable for Guarante Service Levels or for ARC products) ** ** Webck	Imaging Option Fees:	Cash Office Image (COI)	
COI Software License Fee WA per license COI Maintenance Fee WA per license Contralized Fictorpise Image (CI) CI Software License Fee N/A per license Contralized (CI) UPS Per license Per license UPS Set-Up Pree N/A per set-up Transportation costs for Paper Check pick-up and delivery will be passed through to Merchant without mark-up. Costs for supplies/Submission Slips N/A Courier: Initial & Reorder Supplies/Submission Slips N/A ^ Transportation costs for Paper Check pick-up and delivery will be passed through to Merchant without mark-up. Costs for supplies will be paid by Merchant to Servicer, and will be passed-through to Merchant without mark-up. Cots for supplies will be paid by Merchant to Servicer, and will be passed-through to Merchant without mark-up. Costs for supplies/Submission Slips N/A Merchant-directed Delivery: Initial & Reorder Supplies/Submission Slips N/A ^ Merchant-directed Delivery: Initial & Reorder Supplies/Submission Slips N/A ^ Paper Check Request Fees from OI IP Site N/A per item (available for 45 days from Transaction date) ^* Pase-though fees indude any applicable taxes, slipping, handling or rub order charges. Transaction date)	COI Software License Fee COI Maintenance Fee COI Maintenance Fee Contralized Enterprise Image (CI) CI Software License Fee CI Maintenance Fee N/A per vear Outsourced Image (OI) UPS Initial & Reorder Supplies/Submission Slips N/A per set-up Transportation costs for Paper Check pick-up and delivery will be passed through to Merchant without mark-up. Costs for supples will be paid by Merchant direct to UPS. Courier: Initial & Reorder Supplies/Submission Slips N/A per set-up Transportation costs for Paper Check pick-up and delivery will be passed through to Merchant without mark-up. Costs for supples will be paid by Merchant direct to UPS. Courier: Initial & Reorder Supplies/Submission Slips N/A ^ Transportation costs for Paper Check pick-up and delivery will be paid by Merchant direct to their selected courier service. Costs for supplies will be paid by Merchant to Servicer, and will be passed through to Merchant without mark-up. Merchant-directed Delivery: Initial & Reorder Supplies/Submission Slips ^ Paper Check Request Fees from OI IP Site N/A per manual Paper Check Image match (including Applicable NSF Service Fee Amount No Merchant Allowed (state max is default) or Specified Service Fee Amount <u>N/A</u> *** *** *** Custom Returns File Management Returns File Management Returns File Management Returns File Management N/A per file N/A			(
COI Maintenance Fee MA per year Centralized/Enterprise Image (CI) CI Software License Fee N/A per year Outsourced Image (OI) UPS Initial & Reorder Supplies/Submission Slips N/A per set-up Transportation costs for Paper Check plck-up and delivery will be passed through to Merchant without mark-up. Costs for supplies will be paid by Merchant direct to UPS. Transportation costs for Paper Check plck-up and delivery will be paid by Merchant direct to UPS. Courier: Initial & Reorder Supplies/Submission Slips N/A Transportation costs for Paper Check plck-up and delivery will be paid by Merchant direct to UPS. Transportation costs for Paper Check plck-up and delivery will be paid by Merchant direct to their selected courier service. Costs for supplies will be paid by Merchant to Servicer, and will be passed through to Merchant without mark-up. Costs for supplies will be paid by Merchant to Servicer, and will be passed through to Merchant without mark-up. Merchant-directed Delivery: Initial & Reorder Supplies/Submission Slips N/A Paper Check Request Fees from OI IP Site N/A per item (available for 45 days from Transaction date) ^* Pase-though fees include any applicable taxes, shipping, handling or rush order darges. Paper Check image match (including MICA misreads) NFF Service Fee Amount: No Max Allowed (state max is default) or <td>COI Maintenance Fee W/A per year Centralized/Enterprise Image (CI) CI Software Loense Fee W/A per license CM intenance Fee W/A per vear Outsourced Image (OI) UPS Initial & Reorder Supplies/Submission Slips N/A per set-up Transportation costs for Paper Check pick-up and delivery will be passed through to Merchant without mark-up. Costs for supplies will be paid by Merchant direct to UPS. Courier: Initial & Reorder Supplies/Submission Slips N/A ^ Transportation costs for Paper Check pick-up and delivery will be paid by Merchant direct to their selected courier service. Costs for supplies will be paid by Merchant to Servicer, and will be passed-through to Merchant without mark-up. Costs for supplies will be paid by Merchant to Servicer, and will be passed-through to Merchant without mark-up. Costs for supplies/Submission Slips N/A ^ Merchant-directed Delivery: Initial & Reorder Supplies/Submission Slips N/A ^ Paper Item (available for 45 days from Transportation date) ^ Paper Check Request Fees from OI IP Site N/A per manual Paper Check image match (including Applicable taxes, shipping, handling or rush order charges. Set Yes, if Applicable for 45 days from Transportation date) ** NSF Service Fee Amount: No <</td> <td></td> <td></td> <td></td>	COI Maintenance Fee W/A per year Centralized/Enterprise Image (CI) CI Software Loense Fee W/A per license CM intenance Fee W/A per vear Outsourced Image (OI) UPS Initial & Reorder Supplies/Submission Slips N/A per set-up Transportation costs for Paper Check pick-up and delivery will be passed through to Merchant without mark-up. Costs for supplies will be paid by Merchant direct to UPS. Courier: Initial & Reorder Supplies/Submission Slips N/A ^ Transportation costs for Paper Check pick-up and delivery will be paid by Merchant direct to their selected courier service. Costs for supplies will be paid by Merchant to Servicer, and will be passed-through to Merchant without mark-up. Costs for supplies will be paid by Merchant to Servicer, and will be passed-through to Merchant without mark-up. Costs for supplies/Submission Slips N/A ^ Merchant-directed Delivery: Initial & Reorder Supplies/Submission Slips N/A ^ Paper Item (available for 45 days from Transportation date) ^ Paper Check Request Fees from OI IP Site N/A per manual Paper Check image match (including Applicable taxes, shipping, handling or rush order charges. Set Yes, if Applicable for 45 days from Transportation date) ** NSF Service Fee Amount: No <			
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Select Yes, if Appilcable per manual Paper Check image match (including MICR misreads) NSF Service Fee Amount: No No Max Allowed (state max is default) or Specified Service Fee Amount: N/A **per NSF Item (not applicable for Guarantee Service Levels or for ARC products) Custom Returns File Management Returns File Delivery to Merchant Designated Collector N/A Fatal Returns Data Entry N/A O N/A WebEx N/A	Select Yes, if Appilcable per manual Paper Check image match (including MICR misreads) NSF Service Fee Amount: No No Max Allowed (state max is default) or Specified Service Fee Amount N/A **per NSF Item (not applicable for Guarantee Service Levels or for ARC products) Custom Returns File Management Returns File Delivery to Merchant Designated Collector N/A Fatal Returns Data Entry N/A 0 Per file WebEx N/A	Deferred Settlement Option	N/A	
NSF Service Fee Amount: No Max Allowed (state max is default) or Specified Service Fee Amount N/A ** **per NSF Item (not applicable for Guarantee Service Levels or for ARC products) ** ** ** Custom Returns File Management N/A per file per file Returns File Delivery to Merchant Designated Collector N/A per file Fatal Returns Data Entry N/A per fatal return item 0 N/A Per fatal return item	NSF Service Fee Amount: No Max Allowed (state max is default) or Specified Service Fee Amount N/A ** **per NSF Item (not applicable for Guarantee Service Levels or for ARC products) ** ** ** Custom Returns File Management N/A per file per file Fatal Returns Data Entry N/A per fatal return item 0 N/A per fatal return item	•		
Custom Returns File Management **per NSF Item (not applicable for Guarantee Service Levels or for ARC products) Returns File Delivery to Merchant Designated Collector N/A per file Fatal Returns Data Entry N/A per fatal return item 0 N/A per fatal return item WebEx N/A N/A	Custom Returns File Management **per NSF Item (not applicable for Guarantee Service Levels or for ARC products) Returns File Delivery to Merchant Designated Collector N/A per file Fatal Returns Data Entry N/A per fatal return item 0 N/A per fatal return item			(
Custom Returns File Management Returns File Delivery to Merchant Designated Collector Fatal Returns Data Entry 0 WebEx	Custom Returns File Management Returns File Delivery to Merchant Designated Collector Fatal Returns Data Entry 0 WebEx	NSF Service Fee Amount:		*
Returns File Delivery to Merchant Designated Collector N/A per file Fatal Returns Data Entry N/A per fatal return item 0 N/A Per fatal return item	Returns File Delivery to Merchant Designated Collector N/A per file Fatal Returns Data Entry N/A per fatal return item 0 N/A N/A	Custom Returns File Ma		
Fatal Returns Data Entry N/A per fatal return item 0	Fatal Returns Data Entry N/A per fatal return item 0			
0 WebEx	0 WebEx			
		•		
In-person N/A	In-person N/A	WebEx	N/A	
		In-person		
		II. National PCI		

Annual PCI Compliance Program Fee Schedule

Level	Number of MIDs in Relationship	IP	Non-IP
A	1 to 10	\$175.00	\$55.00
В	11 to 50	\$135.00	\$45.00
С	51 to 100	\$100.00	\$35.00
D	100+	\$85.00	\$30.00

Pricing Option (Select One):

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All merchants must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 merchants (determined based on transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Merchant will be charged either the Annual PCI Fee or the Annual Administration Fee described above. Elavon will waive this fee in year one, charging the fee in subsequent years on or about the anniversary date of account approval. Annual Administration Fee will be charged to merchants that use the services of another qualified assessor and attest to PCI DSS validation on the website designated by Elavon. Any merchant that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee until Elavon is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for coverage details and conditions. Pricing is subject to change with a thirty (30) day advance notification.

PCI Compliance Validation Process: Complete your Payment Card Industry Data Security Standard (PCI DSS) validation. Visit our PCI website, http://pci.elavon.com, for education and tips on protecting cardholder data. You can also connect with our Visa® and MasterCard® accredited Qualified Security Assessor (QSA) and Approved Scanning Vendor (ASV). You must provide a certificate of compliance validation within ninety (90) days of account approval to avoid a monthly non-compliance fee.

#VALUE!

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Term:

Initial Term of three (3) years with two (2) year Renewal Terms

Early Termination Fee

X number of months remaining

MERCHANT ACKNOWLEDGEMENT

Signature:

Name:

Title:



Elavon Payment Device Processing Agreement (v.01.01.10)

SCHEDULE B AFFILIATED ENTITIES

Check one:

Merchant named on page 1 only, and all locations will operate under Federal Tax ID Number_

[X] Merchant named on page 1, with Federal Tax ID Number 95-6002272 and the following affiliate(s) (a separate Form W-9 must be submitted for each entity identified below):

Name	Tax ID Number
see attached	
······	
ERCHANT, on behalf of itself and each of the iliated entities identified above:	ELAVON, INC. By:
ne:	Name:
······································	Title:
le:	Date:(Schedule B "Effective Date")
	MEMBER
	By:
	By:

CLIENT	ENTITY	MID	DBANAME	SIC	OPN	FDD	CITY	STATE	TR
0020	40001	5415309906192142	OCC ACCOUNTING ANCILLARY	8220	25-Aug-95	8-Jul-0	4 COSTA MESA	CA	122000496
0020	40005	5415309906192266	OCC ACCOUNTING ASOCC	8220	13-Mar-96	13-Jul - 0	4 COSTA MESA	CA	122000496
0020	40005	5483790003230315	OCC ACCOUNTING CSH CLRG	8220	24-May-02	8-Jul-0	4 COSTA MESA	CA	122000496
0020	40001	8003231324	OCC ANCILLARY INTERNET	8220	1-Aug-05	13-Feb-0	6 COSTA MESA	CA	122000496
0020	40001	8008138276	OCC ANCILLARY SHC	8099	2-May-06	8-Aug-0	6 COSTA MESA	CA	122000496
0020	40001	8014748902	OCC CAFETERIA	5812	3-Feb-09	5-Feb-0	9 COSTA MESA	CA	122000496
0020	40005	5415309906191755	OCC CAFETERIA CPTNS TBL	8220	27-Sep-93	24-Sep-0	4 COSTA MESA	CA	122000496
0020	40005	5483790003029113	OCC CAFETERIA REGISSTRS	8220	28-Dec-98	13-Jul-0	4 COSTA MESA	CA	122000496
0020	40001	8008138268	OCC CAFETERIA STARBUCKS	5812	2-May-06		COSTA MESA	CA	122000496
0020	40001	8015814026	OCC CO CIRRCULAR ART PAV	8220	31-Aug-09	4-Sep-0	9 COSTA MESA	CA	122000496
0020	40001	8014748928	OCC CO CIRRICULAR	8699	3-Feb-09	20-Mar-0	9 COSTA MESA	CA	122000496
0020	40005	5415309906191292	OCC CO-CURRICULAR	8220	27-Sep-93	8-Jul-0-	4 COSTA MESA	CA	122000496
0020	40001	8009122204	OCC CSH CLRG CHILD CTR	8220	21-Jul-06	11-Jan-0	7 COSTA MESA	CA	122000496
0020	40005	5483790003029139	OCC ERLY CHILD CSH CLRG	8220	28-Dec-98	17-Aug-04	4 COSTA MESA	CA	122000496
0020	40001	5415309906191201	OCC FOUNDATION	8699	12-Jul-90	8-Jul-04	4 COSTA MESA	CA	122000496
0020	40005	5415309906191714	OCC INRNTL STDNT ANCLRY	8220	27-Sep-93	13-Jul-04	4 COSTA MESA	CA	122000496
0020	40005	5415309906191748	OCC INTRNTL STU CSH CLRG	8220	27-Sep-93	8-Jul-04	4 COSTA MESA	CA	122000496
0020	40005	5483790003029121	OCC REG CSH CLG REGIS	8220	28-Dec-98	8-Jul-04	4 COSTA MESA	CA	122000496
0020	40005	5415309906192399	OCC REG CSH CLRG RECORDS	8220	2-Aug-96	8-Jul-04	4 COSTA MESA	CA	122000496
0020	40005	5415309906191284	OCC SAILING CENTER	8220	27-Sep-93	8-Jul-04	4 COSTA MESA	CA	122000496
0020	40001	8001772840	OCC SAILING CTR COM	8220	28-Sep-04	3-Dec-04	4 NEWPORT BEACH	CA	122000496
0020	40005	5415309906191706	OCC TELEPHONE REGIS	8220	27-Sep-93	9-Jul-04	4 COSTA MESA	CA	122000496
0020	40005	5415309945504216	GOLDEN W CLLG BKSTORE	8220	15-Sep-93	13-Jul-04	4 HUNTINGTN BCH	CA	122000496
0020	40005	8002724972	GOLDEN W CLLG THEATR INT	8220	19-May-05	28-May-03	5 HUNTINGTON BEACH	CA	122000496
0020	40005	5415309945504224	GOLDEN W CLLG THEATRE	8220	15-Sep-93	8-Jul-04	4 HNTNGTN BCH	CA	122000496
0020	40005	5415309945504190	GOLDEN WEST CLLG CO-C	8220	15-Sep-93	8-Jul-04	4 HNTNGTN BEACH	CA	122000496
0020	40005	5415309945504414	GOLDEN WEST CLLG FNDTN	8220	3-Jun-94	20-Jul-04	HUNTINGTON BEACH	CA	122000496
0020	40005	5415309945504208	GOLDEN WEST CLLG RGSTN	8220	15-Sep-93	8-Jul-04	HNTNGTN BCH	CA	122000496
0020	40005	5415309945504422	GOLDEN WEST CLLG RGSTN	8220	12-May-95	8-Jul-04	4 HUNTINGTN BCH	CA	122000496
0020	40001	8002825613	COASTLINE CC CONTRACT ED	8220	23-Jun-05	28-Jun-03	5 FOUNTAIN VALLEY	CA	122000496
0020	40005	5415309945504307	COASTLINE CC-TELECRSE	8220	7-Feb-94	29-Aug-04	FOUNTAIN VALLEY	CA	122000496
0020	40005	5415309945504257	COASTLINE COMM BKSTR	8220	2-Nov-93	8-Jul-04	FOUNTAIN VALLEY	CA	122000496
0020	40005	5415309945504232	COASTLINE COMM CHCRNG	8220	2-Nov-93	8-Jul-04	FOUNTAIN VALLEY	CA	122000496
0020	40001	8002060211	COASTLINE COMMUNITY COLLEGE BOOK	8220	23-Nov-04	2-Feb-05	5 FOUNTAIN VALLEY	CA	122000496
0020	40001	8002093667	COASTLINE COMMUNITY COLLEGE BOOK	8220	8-Dec-04	2-Feb-05	5 FOUNTAIN VALLEY	CA	122000496
0020	40005	5483790003024163	COASTLINE FOUNDATION	8220	8-Oct-98	22-Oct-04	FOUNTAIN VALLEY	CA	122000496

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MISSION STATEMENT

Coastline Community College is committed to academic excellence by providing accessible, flexible, quality education to students within and beyond the traditional classroom.

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ADDENDUM TO THE LICENSE AND SERVICES AGREEMENT SOFTWARE SCHEDULE(S) BETWEEN BLACKBOARD AND Coast Community College District ("CUSTOMER")

This Addendum between Blackboard ("Blackboard") and Customer is effective as of June 30, 2010 pursuant to the License and Services Agreement Software Schedule(s) entered into between the parties on June 18, 2009 (the "Schedules").

Whereas Blackboard desires to offer to Customer the option to lock in Software pricing for a period of up to three (3) years at an annual increase of no more than seven (7%) percent per year effective for Renewal Terms beginning in June 2010 through June 2013, and;

Whereas Customer desires to lock in Software pricing for a period of up to three (3) years at an annual increase of no more than seven (7%) percent per year effective for Renewal Terms beginning in June 2010 through June 2013;

The parties hereby agree to the following;

Customer licenses from Blackboard the following Software product(s) on an annual basis:

Blackboard Learning System Vista Hosting Additional Service Units Hosting Additional Storage 100 GB Hosting SSL Hosting Test Custom Dev ICM Integration ICM Hosting Vista

> Blackboard and Customer agree that provided Customer commits to three additional Renewal Terms, annual fees for the licensed Software indicated above will not increase by more than seven (7%) annually for a period not to exceed three years as indicated in the table below.

PRODUCT	Renewal Term of June 30, 2010 through June 29, 2011	Renewal Term of June 30, 2011 through June 29, 2012	Renewal Term of June 30, 2012 through June 29, 2013
Blackboard Learning System Vista	\$137,1001	\$146,697	\$156,966
Hosting Additional Service Unit	\$48,400	\$51,788	\$55,413
Hosting Additional Service Unit	\$48,400	\$51,788	\$55,413
Hosting Additional Storage 100 GB	\$0	\$0	\$0
Hosting Additional Storage 100 GB	\$15,500	\$16,585	\$17,746
Hosting SSL	\$0	\$0	\$0
Hosting Test	\$0	\$0	\$0
Hosting Vista	\$63,600	\$68,052	\$72,816
Custom Dev ICM	\$8,500	\$8,500	\$8,500
Integration ICM	\$8,500	\$8.500	\$8,500
Total	\$330.000	\$351,910	\$375.354

*Unless otherwise indicated in Customer's Software Schedule(s), payment of annual license fees shall be due and payable Net 30 from the start of each term.

- 2. It is understood and agreed by the Parties that the three year pricing visibility is contingent upon Customer's commitment to the three Renewal Terms outlined above.
- 3. Thereafter, Customer's pricing shall be pursuant to Blackboard's then current annual pricing.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date written below.

BLACKBOARD

CUSTOMER

¹ Based on Customer's FTE of 25-50K

Signature

Tess Frazier – Vice President Print Name and Title

Date:

Signature

Print Name and Title

Date:

~

Amendment to Agreement

<u>between</u>

Coast Community College District

<u>and</u>

Cengage Learning, Brooks/Cole

<u>re</u>

Cycles of Life: Exploring Biology

This is an amendment to an Agreement ("Agreement") between Coast Community College District("Coast") and Cengage Learning, Brooks/Cole ("Publisher") executed by Coast on November 11, 1994, with respect to a telecourse entitled *Cycles of Life: Exploring Biology* ("Project Telecourse").

WHEREAS, pursuant to the Agreement, Coast has granted Publisher the right to publish and sell a student guide ("Telecourse Student Guide") to accompany the Project Telecourse, and Publisher has agreed to pay certain royalties thereon:

WHEREAS, Publisher wishes to publish the Sixth Edition of the Telecourse Student Guide, presently entitled *TELECOURSE STUDENT GUIDE* for *Cycles of Life: Exploring Biology* (Fifth Edition) the Publisher and Coast wish to have Coast prepare the necessary revisions for the Sixth Edition under the same terms and conditions applicable to the Telecourse Student Guide under the Agreement.

NOW, THEREFORE, it is mutually understood and agreed as follows with respect to the Sixth Edition:

- 1. Coast hereby grants to Publisher the right to print, publish, and sell the Sixth Edition under the same terms and conditions applicable to the Fifth Edition Telecourse Student Guide pursuant to the Agreement.
- 2. Coast shall deliver to Publisher on or before June 8, 2010 camera-ready mechanicals for the Sixth Edition, satisfactory to Publisher in content and form, and suitable for a book of approximately 375 pages in length, provided the Publisher delivers all final page proofs or finished textbook to Coast by March 19, 2010.
- 3. Publisher shall pay to Coast the sum of \$4,000.00 as a grant for revision to accommodate new edition of Starr "Concepts and Applications" payable as follows:
 - (a) \$2,000.00 upon Coast's written request after execution of this Amendment; and
 - (b) \$2,000.00 upon Coast's written request after Publisher's acceptance of the complete and satisfactory camera-ready mechanicals.

The provisions of this Paragraph 3 shall not apply to any subsequent revisions of the Work.

4. All expenses in connection with obtaining permissions for the use of text and illustrations in the Sixth Edition shall be the responsibility of Coast as set forth in Paragraph 10.4 of the Agreement.

- 5. The copyright for the Sixth edition, entitled *Telecourse Student Guide for Cycles of Life: Exploring Biology* shall be registered to Coast Community College District.
- 6. The warranties and indemnities expressed in Paragraphs 10.3 and 10.4 of the Agreement shall be extended to include any new material added by Coast to the Sixth Edition.
- All notices to Coast are to be sent to: Dan Jones, Executive Dean of Instructional Systems Development, Coast Learning Systems, 11460 Warner Avenue, Fountain Valley, CA 92708-2597, and President, Board of Trustees, Coast Community College District, 1370 Adams Avenue, Costa Mesa, CA 92626.
- 8. All notices to Publisher are to be sent to: Cengage Learning, Brooks/Cole, 20 Davis Drive, Belmont, CA 94002

EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to be effective as of execution and approval.

AGREED:

By_____

President.

Coast Community College District:

Cengage Learning, Brooks/Cole

By___

President and Publisher

By

Acquisitions Editor

With Notification to:

Board of Trustees

Executive Dean, Instructional Systems Development 11460 Warner Avenue Fountain Valley, CA 92708-2597

President, Board of Trustees Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626

APPROVED AS TO FORM

District General Counsel

COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT (SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and <u>The Epler Company</u> ("INDEPENDENT CONTRACTOR") shall be effective upon the execution date of INDEPENDENT CONTRACTOR and DISTRICT, whichever shall later occur. DISTRICT and INDEPENDENT CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services for <u>actuarial</u>, and as further described in "Attachment 1" attached hereto. The services listed here and in Attachment 1 are referred to herein as "SERVICES."

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

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I-INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. INDEPENDENT CONTRACTOR shall timely and competently provide those SERVICES set forth above and on Attachment No. 1 to this AGREEMENT.

2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.

3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of these AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.

4. INDEPENDENT CONTRACTOR shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 2".

5. INDEPENDENT CONTRACTOR consents to use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

6. The SERVICES performed hereunder are work made for hire and DISTRICT shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed

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Attachment 16

under this AGREEMENT. INDEPENDENT CONTRACTOR assigns to DISTRICT any and all rights INDEPENDENT CONTRACTOR could have, may have, or does have, in the work and/or the work product performed under this AGREEMENT, and DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the DISTRICT. INDEPENDENT CONTACTOR consents to the use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium. [*Initial if applicable* (_____)].

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed eight thousand two hundred fifty Dollars (\$ 8,250). DISTRICT shall pay INDEPENDENT CONTRACTOR pursuant to the following schedule or basis of compensation: Upon completion of actuarial analysis and receipt of final report

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing SERVICES for DISTRICT, except as follows:

N/A

ARTICLE III TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date with INDEPENDENT CONTRACTOR'S SERVICES to commence on or about <u>May 6, 2010</u>. All SERVICES shall be completed by no later than <u>September 1, 2010</u> at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, with <u>or</u> without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR'S SERVICES hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR'S failure to perform pursuant to this AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of INDEPENDENT CONTRACTOR or of any Officer, Director,

Agent, or Employee of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall indemnify, and hold harmless DISTRICT, its trustees, agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, and other legal expenses, including litigation expenses, that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in any way related to this AGREEMENT.

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

ARTICLE V INDEPENDENT CONTRACTOR

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

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort even if the PARTIES are advised of the likelihood or possibility of the same.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

The failure of DISTRICT or INDEPENDENT CONTRACTOR to seek redress for violation 7. of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that PARTY of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY and any judgment, decision, or award rendered against either of the PARTIES may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing PARTY.

9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:

Coast Community College District (College) Attn: Vice President Administrative Services 1370 Adams Avenue

Costa Mesa CA 92626

Copy to:

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

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

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

DISTRICT

INDEPENDENT CONTRACTOR

Presi	ident,	Board	of Truste	es
Coas	t Con	nmunit	v College	e District

Dated:

[Name]	Jane Berry	
[Title]	President	
Social Security	No. or Federal ID No.	
Dated:	-	

R/S	S Standard Short Form Independent Co	ontractor Agreement 2009JL
IRV	V #4846-2086-4515 v1	

TO INDEPENDENT CONSULTANT

The Epler Comp	any	
Attn:	Marilyn K. Jones	
[ADDRESS])	450 B Street, Suite 750	
San Diego, CA 9	2101-8002	





The Board of Trustees of the Coast Community College District invites applications and nominations for the position of

Vice Chancellor of Finance and Administrative Services

The Position

Reporting to the Chancellor, the Vice Chancellor of Finance and Administrative Services has the leadership responsibilities and oversight for District-wide financial planning and management, business operations, risk services, safety, facility planning and management, transportation, energy management, and other administrative support services.

The Vice Chancellor provides fiscal leadership for our three-college District in a dynamic, diverse, and changing community.

Major responsibilities for this position include:

- 1. Provide leadership in strategic planning of fiscal accountability, solvency, and sound business practices regarding the District-wide finance oversight and management.
- 2. Provide strong leadership for District financial stability and strength.
- 3. Collaborate as an executive team member.
- 4. Formulate effective business practices and processes to ensure fiscal efficiency while maintaining quality service.
- 5. Develop and recommend policies to the Chancellor and Board of Trustees in the fiscal and administrative areas.
- 6. Provide for the fiscal integrity of the District and proper expenditures of all District funds.
- Prepare and present regular and accurate financial reports for the Chancellor,
 Board of Trustees, and the State Chancellor's Office.

- 8. Plan and prepare the District's annual budget in accordance with statutory guidelines.
- 9. Ensure efficient, effective and proper accounting functions for the entire District.
- 10. Be proactive in pursuing local, state and federal funding to support all Districtwide operations.
- 11. Provide leadership in District-wide sustainability efforts in facilities and energy efficiency, conservation, and management.
- 12. Provide oversight for all District-wide facility planning, construction, maintenance, and security.
- 13. Provide oversight in District-wide real estate management and development activities.
- 14. Responsible for purchasing and bid processing, payroll, risk services, warehousing, vending, student receipts, auxiliary operations, transportation, and emergency preparedness management.
- 15. Prepare for annual external and regular internal audits.
- 16. Provide leadership in negotiation, administration and oversight of District contracts and agreements with external vendors and agencies.
- 17. Represent the District in meetings with local, state, national and international organizations as directed by the Chancellor.
- 18. Effectively represent the Chancellor and the District.
- 19. Perform related duties as assigned by the Chancellor.

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 a combination of education and experience that is at least equivalent to the above. (Candidates making application on the basis of equivalency must submit an Equivalency Determination Form 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

- Five years of financial administrative experience in an educational institution.
- Experience supervising and managing multiple departments within an organization.
- Demonstrated commitment to the mission of community college programs and services.
- Knowledge of California community college financial accounting principles, practices, and procedures.
- Knowledge of local, state and federal laws related to education generally, and community colleges specifically.
- Experience working with local and/or state legislative bodies and governmental agencies.
- Experience working effectively with students, staff, faculty, employee organization groups, a Governing Board, and community stakeholders.
- Demonstrated commitment to participatory governance and collaborative decision making.
- Proven experience in fiscal management and long-range planning.
- Evidence of strong interpersonal communication skills.
- Ability to make effective public presentations.

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:

- <u>Candidate Summary Page</u> A one-page synopsis of your professional career;
- Letter of application that succinctly addresses the major responsibilities and desirable qualifications identified in the position profile and how your experience and

professional qualifications prepare you to serve the needs of the District (not to exceed 5 pages);

- <u>Current resume</u> including an e-mail address and cellular telephone number (preferably not to exceed 7 pages);
- <u>Reference list</u> 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) other professional references 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 formatito: VCFinance@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 <u>July</u> 9, 2010.

For confidential inquiries, nominations or information contact:

Ralph Andersen & Associates Executive Search Consultants www.ralphandersen.com (916) 630-4900

> Stan Arterberry Project Director

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.





The Board of Trustees of the Coast Community College District invites applications and nominations for the position of

Vice Chancellor of Educational Services and Technology

Reporting to the Chancellor, the Vice Chancellor of Educational Services and Technology has the leadership responsibilities and oversight for instructional, student services, career and technology programs across the District. The Vice Chancellor of Educational Services and Technology also provides leadership in grant development, educational and strategic planning, research, fee based programs, international programs, economic and partnership development. Serving as the Chief Technology Officer, the Vice Chancellor of Educational Services and Technology ensures the technology infrastructure and software services supports institutional effectiveness and efficiency in serving students.

The successful candidate for this position will provide quality and dynamic leadership in the following areas:

Instruction

- Facilitate collaboration of the District colleges on academic and career & technical education (CTE) programs.
- Facilitate collaboration of the District colleges on curricular and program
 development processes
- Coordinate all federal and state funding programs across the District.
- Facilitate the development of and ensure compliance with all local, state and federal reporting related to educational programs and curriculum in instruction.
- Facilitate collaboration of the District colleges on fee-based community services and/or contract education programs and services.
- Support international programs, study abroad and partnerships across the District.

• Promote, encourage, and facilitate the development of workforce development programs in cooperation with the District colleges and local, regional, state and national business and industry.

Student Services

- Facilitate the collaboration of District colleges on student support programs and services.
- Facilitate the development of and ensure compliance with all local, state and federal reporting related to educational programs and curriculum in student services.
- Facilitate and support District student council in collaboration with student leaders.
- Facilitate collaboration of the District colleges on outreach and articulation with K-12 and four-year institutions.

Technology

- Ensure the effective development of a technology infrastructure that provides support for learning processes, services, and programs.
- Provide leadership in implementation of software services and programs.

Institutional Research (Grants)

- Coordinate research efforts including analysis of current and future trends, issues, learning technology and innovative systems of student learning and success.
- In collaboration with District colleges, review and develop institutional effectiveness practices, systems, and processes.
- Coordinate the development of and update the annual student success reports in collaboration with the Director of Marketing.

Chancellor/Board of Trustee Services

- Facilitate strategic master planning and coordinate implementation activities of District resources and revenue generation ventures related to grant development, special projects, domestic and international partnerships, and economic development programs.
- In collaboration and coordination with Vice Chancellor of Human Resources and District-college officials, address concerns, issues, complaints, grievances related to faculty and students.

- Coordinate the development and regular updates of board policies and administrative procedures related to educational programs, student support services and student conduct.
- Coordinate colleges' accreditation self study, reports and team visits.

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 a combination of education and experience that is at least equivalent to the above. (Candidates making application on the basis of equivalency must submit an Equivalency Determination Form 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

- Earned Doctorate from an accredited institution.
- Five (5) years of general postsecondary administrative experience at an accredited institution of higher education and/or comprehensive community college.
- Five (5) years of postsecondary teaching/student services experience at an accredited institution of higher education and/or comprehensive community college.
- Knowledge of local, state, and federal laws generally related to education and specifically to community colleges.
- Experience working effectively 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 and
- development, contributions to local, state and national education organizations.
- Demonstrated commitment to participatory governance and collaborative decision making.

- Experience with contemporary academic technology and transformation of information systems.
- Strategic planning and detail-oriented operational deployment skills; ability to translate vision and strategy into clear actionable goals.
- Strategic thinker with a track record of establishing, articulating and implementing a vision for the organization; the ability to engage and assess college needs and integrate and align strategy, people and activities across functions, processes and teams.
- Excellent communication skills with a demonstrated ability to listen to a variety of constituent groups, synthesize input, make decisions and share information broadly to build consensus and support for action.

APPLICATION PROCEDURES

In order to receive consideration, applicants must submit a complete application packet consisting of the following four (4) documents:

- <u>Candidate Summary Page</u> A one-page synopsis of your professional career;
- Letter of application that succinctly addresses the major responsibilities and desirable qualifications identified in the position profile and how your experience and professional qualifications prepare you to serve the needs of the District (not to exceed 5 pages);
- <u>Current resume</u> including an e-mail address and cellular telephone number (preferably not to exceed 7 pages);
- <u>Reference list</u> 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: VCEducation@cccd.edu.

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Ralph Andersen & Associates Executive Search Consultants www.ralphandersen.com (916) 630-4900

> Stan Arterberry Project Director

District Search Liaison Shannon O'Connor Manager, Recruitment & Staff Analysis Coast Community College District (714) 438-4713 shannon@cccd.edu

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Please answer questions below in the space provided. If additional space is needed attach supplemental pages to form.

Program Title: Real Estate	College: Coastline Community College	
Date: 3/22/2010	Tops Code: 0511.00	
1, PROGRAM MEETS A DOCUMENTED LAP	BOR MARKET DEMAND:	
The expected openings in Orange County Californ through 2016:	nia based on the California Market Information employment projections	
Real Estate Jobs in Orange County, CA California Employment Development Depa	Artment (CA EDD)	
Projected Openings: through 2016 Occupation Title:		
Property, Real Estate and Community A	Association Managers 1590	
Appraisers and Assessors of Real Estate		
Real Estate Brokers Real Estate Sales Agent	48	
Bookkeeping, Accounting & Auditing	1700 3500	
Legal Support workers	12	
Credit Analysis	63	
Loan Officer Loan Interviewers and clerks	5	
Loan Interviewers and clerks	1670	
We offer three certificates: Real Estate Brokering Real Estate Lending Real Estate Sales		
Census Enrollment (Fall 09) Fill-Rate (Fall 09):): 680 89%	
Advisory members expect an increase in peopl trends.	le seeking to acquire and enhance their Real Estate skill to match current	
3. PROGRAM IS OF DEMONSTRATED EFFE SUCCESS OF ITS STUDENTS:	CTIVENESS AS MEASURED BY THE EMPLOYMENT AND COMPLETION	
Success Rate (07-09): 79-88% Retention Rate (07-09):79-82% Certificates Issued (07-09): 29		
Advisory members believe that this program will g	grow as the Real Estate market expands.	
ADMINISTRATOR (DIVISION DEAM) Name: Dr. Joumana McGowan	VICE PRESIDENT, INSTRUCTION Non Name: Dr. Cheryl Babler	
Date: March 29/2010	Date: 3/31/10	
To Board of Trustees on May 5, 2010		

Attachment 19



Please answer questions below in the space provided. If additional space is needed attach supplemental pages to form.

Program Title: Business Computing (FINANCIAL ASST., College: Coastline Community College ADMIN MGR, GENERALOFFICE MGR, FINANCIAL MGR, OFFICE SUPPORT SPECIALIST, OFFICE TECHNICIAN) Date: March 26, 2010 Tops Code: 0514.00

1. PROGRAM MEETS A DOCUMENTED LABOR MARKET DEMAND:

The California Employment Development Department shows hourly mean wages for related industries and occupations to be between \$17.59 - \$43.26. They also show the 10 year projected employment growth to be between 5.5% - 23.8% for related industries and occupations.

Based on these figures the labor demand for related industries and occupations appears strong.

2. PROGRAM DOES NOT REPRESENT UNNECESSARY DUPLICATION OF OTHER MANPOWER TRAINING PROGRAMS IN THE AREA:

With a strong demand for Business Computing courses there is little overlap in industry specific offerings. All colleges offer the basic computer application courses. Coastline, Orange Coast and Golden West offer some industry specific programs that, while having some similar aspects, are unique in their focus. Other local colleges such as Irvine Valley and Fullerton have the same basic computer application courses, with their own unique industry specific programs.

3. PROGRAM IS OF DEMONSTRATED EFFECTIVENESS AS MEASURED BY THE EMPLOYMENT AND COMPLETION SUCCESS OF ITS STUDENTS:

Overall for Spring 2009, the Business Computing Program shows a strong Retention Rate of over 88%, and a Success Rate of over 73%. The Retention and Success Rates have been climbing over that past several years, with Spring 2009 showing the highest recorded percentages. While the job market is tight, the skills our students learn are extremely marketable.

ADMINISTRATOR (DIVISION DEAN)	VICE PRESIDENT, INSTRUCTION	
Name: Dr. Joumana McGowan 7.91	hand Name: Dr. Cheryl Babler	
Date: March 29 9 20	Date: 3/31/10	

To Board of Trustees on May 5, 2010



Please answer questions below in the space provided. If additional space is needed attach supplemental pages to form.

Program Title: Business Administration College: Golden West College				
ate: 3/23/10 Tops Code: 0505.00				
1. PROGRAM MEETS A DOCUMENTED LABOR MARKET DEMAND:				
 The expected openings in Orange County to employment projections through 2016: Retail Supervisors – 581 openings pe Non-Retail Sales Supervisors – 139 o Office Support Supervisors – 558 ope 	penings per year			
2. PROGRAM DOES NOT REPRESENT UNNECESS PROGRAMS IN THE AREA:	ARY DUPLICATION OF OTHER MANPOWER TRAINING			
Local community colleges that offer a Busin Orange Coast College and Coastline Co	ess Administration certificate program include mmunity College.			
1,650 - Census Enrollment (07/08) 192 - FTES (07/08)				
79% - Fill-Rate (07/08)				
3. PROGRAM IS OF DEMONSTRATED EFFECTIVE SUCCESS OF ITS STUDENTS:	NESS AS MEASURED BY THE EMPLOYMENT AND COMPLETION			
61% - Campus Student Course Success-gra	ade of C or better (07/08)			
89.80% - Core Indicator #2 – Completions (07/08) Met State performance goal with a 44 out of 49 student attainment of an industry- recognized credential, a certificate, or a degree				
74.07% - Core Indicator #4 – Placement (07/08) Did not meet State performance goal of 79.4%. 20 out of 27 leavers/completers, who did not transfer to a two or four-year institution, were found during one of the four quarters following the cohort year in an apprenticeship program, UI covered employment, the federal Government, or the military.				
Data may not reflect self-employment.				
	E PRESIDENT, INSTRUCTION			
Chur prezero	Jow Mun-			
Date: March 31, 2010 Date	»: 4/7//o			

To Board of Trustees on	Man	5,	2010
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Please answer questions below in the space provided. If additional space is needed attach supplemental pages to form.

Program Title: Management	College: Golden West College	
General Management Option – 0506.00		
Human Resource Management Option – 0506.00		
Small Business Management Option – 0506.40		
Retail Management Option – 0506.50		
Date: 3/23/10	Tops Code: 0506.00 - 0506.50	
Date: 3/23/10	10ps Code: 0506.00 - 0506.50	

1. PROGRAM MEETS A DOCUMENTED LABOR MARKET DEMAND:

The expected openings in Orange County based on the California Labor Market Information employment projections through 2016:

- Retail Supervisors 581 openings per year
- Non-Retail Sales Supervisors 139 openings per year
- Office Support Supervisors 558 openings per year
- 2. PROGRAM DOES NOT REPRESENT UNNECESSARY DUPLICATION OF OTHER MANPOWER TRAINING PROGRAMS IN THE AREA:

Several local community colleges offer Management programs including Orange Coast College, Coastline Community College, Fullerton College, Saddleback College, Santa Ana College, and Irvine Valley College.

339 - Census Enrollment (07/08)

33 - FTES (07/08)

67% - Fill-Rate (07/08)

3. PROGRAM IS OF DEMONSTRATED EFFECTIVENESS AS MEASURED BY THE EMPLOYMENT AND COMPLETION SUCCESS OF ITS STUDENTS:

56% - Campus Student Course Success-grade of C or better (07/08)

85.37% - Core Indicator #2 - Completions (07/08)

• Met State performance goal with a 35 out of 41 student attainment of an industryrecognized credential, a certificate, or a degree

89.89% - Core Indicator #4 – Placement (07/08)

• Met State performance goal. 8 out of 9 leavers/completers, who did not transfer to a two or four-year institution, were found during one of the four quarters following the cohort year in an apprenticeship program, UI covered employment, the federal Government, or the military.

ADMINISTRATOR (DIVISION DEAN)	VICE PRESIDENT, INSTRUCTION	
Name: And trozan	Name: Bois Mill	
Date: March 31, 2010	Date: 4/7/10	

To Board of Trustees on Man 5, 2010



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CAREER EDUCATION PROGRAM BIENNIAL REVIEW

Please answer questions below in the space provided. If additional space is needed attach supplemental pages to form.

Program Title: Written Communication: Communications Generalist	College: Golden West College
(This certificate is being retired.)	
Date: 3/31/10	Tops Code: 0601.00
1. PROGRAM MEETS A DOCUMENTED LAB	OR MARKET DEMAND:
2. PROGRAM DOES NOT REPRESENT UNN PROGRAMS IN THE AREA:	ECESSARY DUPLICATION OF OTHER MANPOWER TRAINING
3. PROGRAM IS OF DEMONSTRATED EFFE	CTIVENESS AS MEASURED BY THE EMPLOYMENT AND COMPLETION
SUCCESS OF ITS STUDENTS:	
ADMINISTRATOR (DIVISION DEAN)	VICE PRESIDENT, INSTRUCTION
Name: mel forzaf Date: 3/31/2010	Name: Jos Mil
Date: 3/31/2010	Date: 4/7/10

To Board of Trustees on	Man	5,	2010



Please answer questions below in the space provided. If additional space is needed attach supplemental pages to form.

Program Title: Broadcast & Video Production College: Golden West College Achievement Certificates: Electronic Moviemaking Option - 0604.20 General Production Option - 0604.20 Electronic Moviemaking Option - 0604.20						
Date: 3/26/10	Tops Code: 0604.20					
1. PROGRAM MEETS A DOCUMENTED LABOR	MARKET DEMAND:					
employment projections through 2016:	on the California Labor Market Information Motion Picture – 131 openings per year					
2. PROGRAM DOES NOT REPRESENT UNNECE PROGRAMS IN THE AREA:	SSARY DUPLICATION OF OTHER MANPOWER TRAINING					
Local community colleges that offer Telev College, Fullerton College, Long Beach C 294 - Census Enrollment (07/08)	ision/Film/Video programs including Orange Coast ity College, and Santa Ana College.					
32 - FTES (07/08)						
62% - Fill-Rate (07/08)	\langle					
**Program is being retired. Some cours	ses are being merged with Digital Media.					
3. PROGRAM IS OF DEMONSTRATED EFFECTIV SUCCESS OF ITS STUDENTS:	VENESS AS MEASURED BY THE EMPLOYMENT AND COMPLETION					
62% - Campus Student Course Success-	grade of C or better (07/08)					
•	7/08) goal of 78.95% with only a 2 out of 4 student zed credential, a certificate, or a degree.					
 100% - Core Indicator #4 – Placement (07/08) Met State performance goal. 3 out of 3 leavers/completers, who did not transfer to a two or four-year institution, were found during one of the four quarters following the cohort year in an apprenticeship program, UI covered employment, the federal Government, or the military. 						
	CE PRESIDENT, INSTRUCTION					
Chel Pussal	ame: Jais Muil					
Date: March 31, 2010 / Da	ote: 9/7//0					

To Board of Trustees on	Man	5,	2010
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Please answer questions below in the space provided. If additional space is needed attach supplemental pages to form.

Program Title: Computer Science	College: Golden West College
Certificate of Achievement:	
Video Game Development – 614.20	
Software Development – 0707.00	
Date: 3/26/10	Tops Code: 0614.20/0707. DO

1. PROGRAM MEETS A DOCUMENTED LABOR MARKET DEMAND:

The expected openings in Orange County based on the California Labor Market Information employment projections through 2016:

- Computer Programmers 73 openings per year (Bachelor degree)
- Game Programmers No specific data available

2. PROGRAM DOES NOT REPRESENT UNNECESSARY DUPLICATION OF OTHER MANPOWER TRAINING PROGRAMS IN THE AREA:

Several local community colleges offer Software Development programs including Orange Coast College, Long Beach City College, Saddleback College, and Irvine Valley College. No other local college offers a Video Game certificate.

737 - Census Enrollment (07/08)

150 - FTES (07/08)

70% - Fill-Rate (07/08)

3. PROGRAM IS OF DEMONSTRATED EFFECTIVENESS AS MEASURED BY THE EMPLOYMENT AND COMPLETION SUCCESS OF ITS STUDENTS:

70% - Campus Student Course Success-grade of C or better (07/08)

100% - Core Indicator #2 - Completions (07/08)

• Met State performance goal with a 5 out of 5 student attainment of an industryrecognized credential, a certificate, or a degree

95.45% - Core Indicator #4 - Placement (07/08)

• Did not meet State performance goal of 79.4%. Only 3 out of 5 leavers/completers, who did not transfer to a two or four-year institution, were found during one of the four quarters following the cohort year in an apprenticeship program, UI covered employment, the federal Government, or the military.

Data may not be correct. Further investigation will be performed by the CTE Division Office.

ADMINISTRATOR (DIVISION DEAN)	VICE PRESIDENT, INSTRUCTION
Name: Chief Joizapp	Name: Lois Mui
Date: March 31, 2010	Date: 4/7/10
Ma E Oxio	

To Board of Trustees on May 5, 2010



Please answer questions below in the space provided. If additional space is needed attach supplemental pages to form.

Program Title: Interpreting for Deaf People	College: Golden West College
Date: 3/26/10	Tops Code: 0850.10
1. PROGRAM MEETS A DOCUMENTED LABOR M	ARKET DEMAND:
The expected openings in Orange County employment projections through 2016:	based on the California Labor Market Information enings per year (includes all languages)
2. PROGRAM DOES NOT REPRESENT UNNECES PROGRAMS IN THE AREA:	SARY DUPLICATION OF OTHER MANPOWER TRAINING
No other local community college offers a f Saddleback College offers a program for e	
223 - Census Enrollment (07/08) 23 - FTES (07/08)	
99.5% - Fill-Rate (07/08)	
3. PROGRAM IS OF DEMONSTRATED EFFECTIV SUCCESS OF ITS STUDENTS:	ENESS AS MEASURED BY THE EMPLOYMENT AND COMPLETION
 94.44% - Core Indicator #2 – Completions Met State performance goal with a recognized credential, a certificate 	a 34 out of 36 student attainment of an industry-
two or four-year institution, were for	97/08) out of 24 leavers/completers, who did not transfer to a ound during one of the four quarters following the program, UI covered employment, the federal
ADMINISTRATOR (DIVISION DEAN) VI	CE PRESIDENT, INSTRUCTION
Name: mel Juzan Na	me: Lois Muie
Date: March 31, 2010 Da	te: 4/7/10

To Board of Trustees on	Man	S.	2010
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Please answer questions below in the space provided. If additional space is needed attach supplemental pages to form.

Program Title: Computer Information Science	College: Orange Coast College
Date: March 29, 2010	Tops Code: 0706.00 - 0707.10
1. PROGRAM MEETS A DOCUMENTED LABOR MARI	KET DEMAND:

While the current economic situation has slowed the growth of jobs related to and within the CS/CIS sphere of classes' job growth statistics for technology related careers are generally very positive.

Areas exhibiting some of the largest areas of job growth to the year 2016 are networking at 53%, software development at 28% and computer security at 27%. These numbers were reported in Money Magazines "Top Job Growth Areas" and were documented at the Payscale.com Web site.

In addition to the above statistics the California EDD, Employment Development Department, shows the following areas of growth to the year 2016:

Network Systems and Data Communications Analysts growth at 58.8%

Computer Software Engineers, Applications growth at 47.1%

Database Administrators growth at 30.7%

Network and Computer Systems Administrators growth at 30.2%

Computer Systems Analysts growth at 28.2%

Computer Software Engineers, Systems Software growth at 28.2%

These numbers show that growth in technology related careers should continue to offer opportunities for students. The classes we offer at OCC present the students with opportunities to acquire new skills and explore career possibilities in new and emerging areas such as Convergence Technologies, Networking, Security, Database Systems, Video Editing, Game and Software Programming and more. The use of technology will expand as the economy recovers and companies re-invest in networking, new communications systems, computers and software applications for business and entertainment.

2. PROGRAM DOES NOT REPRESENT UNNECESSARY DUPLICATION OF OTHER TRAINING PROGRAMS IN THE AREA:

The following colleges offer AA and Certificate degrees in Computer Information Services:

- Cypress
- Fullerton
- Coastline
- Goldenwest
- Santa Ana
- Santiago Canyon
- Irvine Valley
- Saddleback

This is considered a core transfer program of study and is representative of the need in Orange County.

3. PROGRAM DEMONSTRATES EFFECTIVENESS AS MEASURED BY THE ENROLLMENT, RETENTION, COMPLETION, EMPLOYMENT, DEGREES AND CERTIFICATES AWARDED:

To Board of Trustees on YIbu 5,2010

	2001- 2002	2002- 2003	2003- 2004	2004- 2005	2005- 2006	2006- 2007	2007- 2008
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Achievement - 18 to 29.99 units	0	0	0	0	0	0	0
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AA DEGREE	0	0	0	0	0	0	0
AS DEGREE	0	0	0	0	0	0	0
Achievement - 60 or more units	0	0	0	0	0	0	0
Achievement - 30 to 59.99 units	0	1	0	0	0	0	0
Achievement - 18 to 29.99	0	0	0	0	0	0	0
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AA DEGREE	0	0	0	0	0	<u>0</u>	0
AS DEGREE	0	0	0	0	0	0	0
Achievement - 60 or more units	0	- 0	0	0	0	0	0
Achievement - 30 to 59.99 units	0	0	0	0	0	0	0
Achievement - 18 to 29.99	0	0	0	0	0	0	
units		U	U	U	0	0	0
Certificates of Specialization or							
6 to 17.99 units	0	0	0	0	0	0	0
Under 6 units	0	0	0	0	0	0	0
C++ Programming							
AA DEGREE	0	0	0	0	0	0	0
AS DEGREE	0	0	0	0	0	0	0
Achievement - 60 or more units	0	0	0	0	0	0	0
Achievement - 30 to 59.99 units	0	0	0	0	0	0	0
Achievement - 18 to 29.99 units	0	0	0	0	0	0	0
Certificates of Specialization or	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~						
6 to 17.99 units	2	0	1	2	2	2	2
Under 6 units	0	0	0	0	0	0	0
Database Developer Associate (AA DEGREE	Oracle)	0	0	0	0	0	0
AS DEGREE	0	0	0	0	0	0	0
Achievement - 60 or more units	0	0	0	0	0	0	0
Achievement - 30 to 59.99	_						-
units	0	.0	0	0	0	0	0
Achievement - 18 to 29.99 units	0	0	0	0	0	0	0

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	Certificates of Specialization of 6 to 17.99 units		0	0	1	1	1		Т
· –	Under 6 units	0	0	-		1		- 1	
· L	Database Developer Professio	· · ·	l U Rano antero	0	0 484 6564, 14 14 15	0	0	0	30.70
	AA DEGREE	ter an			1	Station of the second second	S. K. Harrich	<u>terres</u> de tres	<u></u>
· _		0	0	0'	0	0	0	0	
	AS DEGREE	0	0	0	0	0	0	0	\downarrow
	Achievement - 60 or more units	0	0	0	0	0	0	0	\perp
	Achievement - 30 to 59.99 units	0	0	0	0	0	0	0	
	Achievement - 18 to 29.99 units	0	0	0	0	0	0	0	
: [7	Certificates of Specialization of	r Skill	· · · ·				- 1		
1	6 to 17.99 units	0	0	0	3	1	0	0	1
	Jnder 6 units	0	0	0	0	0	0	0	
73. 74	Database Administrative Asso	ciate (Oracle)							S. C.
200	A DEGREE	0	0	0	0	0	0		Ť
	AS DEGREE	0	0	0	0	0	0	0	┿
	Achievement - 60 or more units	0	0	0	0	0	0.	0	+
	Achievement - 30 to 59.99								+
Lu	Inits Achievement - 18 to 29.99	0	0	0	0	0	0	0	1
	inits	0	0	0	0	0	0	0	
	Certificates of Specialization o	r Skill	_						_
	to 17.99 units	0	0	0	1	1	0	0	Τ
	Inder 6 units	0	0	0	0	0	0	0	
	atabase Administrative Profe	ssional (Orac	:le)	1877 - 1977 - 1979 - 1979 - 1979 - 1979 - 1979 - 1979 - 1979 - 1979 - 1979 - 1979 - 1979 - 1979 - 1979 - 1979 -					
F	A DEGREE	0	0	0	0	0	0	0	Ť
A	AS DEGREE	0	0	0	0	0	0	0	\top
4	chievement - 60 or more units	0	0	0	0	0	0	0	╈
A	chievement - 30 to 59.99	0	0	0	0	0	0		
	nits	U	0	0	0	0	0	0	
	chievement - 18 to 29.99 nits	0	0	0	0	0	0	0	
C	ertificates of Specialization or	Skill						· · · · · · · · · · · · · · · · · · ·	
6	to 17.99 units	0	0	0	3	1	0	0	Т
U	Inder 6 units	0	0	0	0	0	0	0	╈
23	Net Application Development								5
A	A DEGREE	0	0	0	0	0	0	0	Ť
A	S DEGREE	0	0	0	0	0	0	0	╎
A	chievement - 60 or more units	0	0	0	0	0	0	0	╈
	chievement - 30 to 59.99	_				t			+-
	nits	0	0	0	0	0	0	0	
	chievement - 18 to 29.99 nits	0	0	0	0	0	0	0	T
	ertificates of Specialization or	Skill	1			L	I	L	1
	to 17.99 units	0	0	0	0	0	1	0	1-
	nder 6 units	0	0	0	0	0	0	0	┼╍
1	etwork Administration and Op	-		U				1	<u>-</u>
1.1.5	A DEGREE		0	0	<u>0</u>	avan versien <u>en en e</u> stade			÷. T
					• ·	0	0	0	╞
	S DEGREE	0	0	0	0	0	0	0	_
	chievement - 60 or more units	0	0	0	0	0	0	0	\downarrow
u	chievement - 30 to 59.99 hits	0	0	0	0	0	0	0	
	chievement - 18 to 29.99	0	0	0	0	0	0	0	Ī
	ertificates of Specialization or	Skill	l.				1) <u> </u>	_

6 to 17.99 units	T O	0	0	1	1	7	5	5
Under 6 units	0	0	0	0	0	0	0	0
Visual Basic Programming	an we see as			a a a a a a a a a a a a a a a a a a a		a esta dat		
AA DEGREE	0	0	0	0	0	0	0	0
AS DEGREE	0	0	0	0	0	0	0	0
Achievement - 60 or more units	0	0	0	0	0	0	0	$\uparrow \land$
Achievement - 30 to 59.99 units	0	0	0	0	0	0	0	
Achievement - 18 to 29.99 units	0	0	0	0	0	0	0	0
Certificates of Specialization o	r Skill							
6 to 17.99 units	4	0	0	0	0	0	0	0
Under 6 units	0	0	0	0	0	0	0	0
Web Design			kucestania. Kucestania					
AA DEGREE	0	0	0	0	0	0	0	0
AS DEGREE	. 0	0	0	0	0	0	0	0
Achievement - 60 or more units	0	0	0	0	0	0	0	0
Achievement - 30 to 59.99 units	0	0	0	0	0	0	0	0
Achievement - 18 to 29.99 units	0	0	0	0	0	0	0	0
Certificates of Specialization o	r Skill							
6 to 17.99 units	4	0	3	9	3	1	2	0
Under 6 units	0	0	0	0	0	0	0	0
Web Development					an an tha an tha an tao an Tao an tao an	$\mathcal{F}_{i}(\mathcal{A}_{i}^{2}) = \mathcal{F}_{i}(\mathcal{A}_{i}^{2}) = \mathcal{F}_{i}(\mathcal{A}_{i}^{$		
AA DEGREE	0	0	0	0	0	0	0	0
AS DEGREE	0	0	0	0	0	0	0	0
Achievement - 60 or more units	0	0	0	0	0	0	0	0
Achievement - 30 to 59.99 units	0	0	-0	0	0	0	0	
Achievement - 18 to 29.99 units	0	0	0	0	0	0	0	6-
Certificates of Specialization or						_	· · · · · ·	
6 to 17.99 units	5	0	2	0	0	0	0	0
Under 6 units	0	0	0	0	0	0	0	0
	CALCULAR CONTRACTOR OF AND				tals 👘			
AA DEGREE	0	0	0	0.	0	0	2	1
AS DEGREE	0	0	0	0	· 0	1	1	2
Achievement - 60 or more units	0	0	0	0	0	0	0	0
Achievement - 30 to 59.99 units	1	3	0	0	0	0	1	5
Achievement - 18 to 29.99 units	0	0	0	0	0	0	0	0
Certificates of Specialization or	· · ·							
6 to 17.99 units	15	0	6	23	10	15	12	21
Under 6 units	0	0	0	0	0	0	0	0

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Please answer questions below in the space provided. If additional space is needed attach supplemental pages to form.

Program Title: Accounting Date:

College: Orange Coast College

Tops Code:

0502.00

1. PROGRAM MEETS A DOCUMENTED LABOR MARKET DEMAND:

In California, the number of Accountants and Auditors is expected to grow much faster than average growth rate for all occupations. Jobs for Accountants and Auditors are expected to increase by 23.3 percent, or 33,200 jobs between 2006 and 2016.

Estimated Employment and Projected Growth Accountants and Auditors								
Geographic Area (Estimated Year-Projected Estimated Projected Numeric Percent Due to Net Year) Employment Employment Change Change Replacements								
California (2006-2016)	142,300	175,500	33,200	23.3	25,000			

The number of Bookkeeping, Accounting, and Auditing Clerks is expected to grow at an average rate compared with the total for all occupations. Jobs for Bookkeeping, Accounting, and Auditing Clerks are expected to increase by 15.1 percent, or 35,000 jobs between 2006 and 2016.

Estimated Employment and Projected Growth Bookkeeping, Accounting, and Auditing Clerks							
Geographic Area (Estimated Year-Projected Year)	Additional Openings Due to Net Replacements						
California (2006-2016)	232,500	267,500	35,000	15.1	36,400		

2. PROGRAM DOES NOT REPRESENT UNNECESSARY DUPLICATION OF OTHER TRAINING PROGRAMS IN THE AREA:

The following colleges offer the Accounting AS/Certificates:

Cypress

To Board of Trustees on Man 5, 2010

- Fullerton
- Goldenwest
- Coastline
- Santa Ana
- Santiago Canyon
- Irvine Valley
- Saddleback

Accounting is considered a core program for all transfer community colleges.

Orange Coast College offers a variety of certificates in accounting including Accounting Technician, Entry Level Accounting, Full Charge Bookkeeper.

*** Accounting Technician and Full Charge Bookkeeper have only been offered two semesters so future semesters will reflect their demand.*****

3. PROGRAM DEMONSTRATES EFFECTIVENESS AS MEASURED BY THE ENROLLMENT, RETENTION, COMPLETION, EMPLOYMENT, DEGREES AND CERTIFICATES AWARDED:

EMPLOTMENT, DEGREE	2001- 2002	2002- 2003	2003- 2004	2004- 2005	2005- 2006	2006- 2007	2007- 2008	2008- 2009
COUNTING (TOP Code 0502)						k San San Tanadar		
03960 Accounting								. <u> </u>
AA DEGREE	0	0	0	0	0	0	13	26
AS DEGREE	0	0	0	0	0	1	5	6
Achievement - 60 or more units	0	0	0	0	0	0	0	0
Achievement - 30 to 59.99 units	0	0	0	10	8	2	4	10
Achievement - 18 to 29.99 units	28	17	8	0	0	0	0	0
Certificates of Specialization of	r Skill		•					
6 to 17.99 units	0	0	0	0	0	0	0	0
Under 6 units	0	0	0	0	0	0	0	0
Accounting Technician	· .			l	•	·····		•
AA DEGREE	0	0	0	0	0	0	0	0
AS DEGREE	0	0	0	0	0	0	0	
Achievement - 60 or more units	0	0	0	0	0	0	0	-0_
Achievement - 30 to 59.99 units	0	0	0	0	0	0	0	0
Achievement - 18 to 29.99 units	0	0	0	0	0	0	0	0
Certificates of Specialization or	Skill	· ·	I	L	he 14-7-			
6 to 17.99 units	0	0	0	0	0	0	0	0
Under 6 units	0	0	0	0	0	0	0	0
Entry-Level Accounting			• · · ·				l - · · · · · · ·	L. <u>.</u>
AA DEGREE	0	0	0	0	0	0	0	0
AS DEGREE	0	0	0	0	0	0	0	0
Achievement - 60 or more units	0	0.	0	0	0	0	0	0
Achievement - 30 to 59.99 units	0	0	0	0	0	0	0	0
Achievement - 18 to 29.99 units	0	0	0	0	0	0	0	0
Certificates of Specialization or	Skill	Lete .	•					·
6 to 17.99 units	139	0	70	133	93	88	93	107
Under 6 units	0	0	0	0	0	0	0	0
Full Charge Bookkeeper			· · ·			L	•	
AA DEGREE	0	0	0	0	0	0	0	0
AS DEGREE	0	0	0	0	0	0	0	0
Achievement - 60 or more units	0	0	0	0	0	0	0	0,
Achievement - 30 to 59.99 units	0	0	0	0	0	0	0	

Achievement - 18 to 29.99 units	0	0	0	0	0	0	0	0
Certificates of Specialization or	Skill			<u> </u>			-	
6 to 17.99 units	0	0	0	0	0	0	0	1
Under 6 units	0	0	0	0	0	0	0	0
		ACCOUNT	FING (Top Co	ode 0502) To	tals			
AA DEGREE	0	0	0	0	0	0	13	26
AS DEGREE	0	0	0	0	0	1	5	6
Achievement - 60 or more units	0	0	0	0	0	0	0	0
Achievement - 30 to 59.99 units	0	0	0	10	8	2	4	10
Achievement - 18 to 29.99 units	28	17	8	0	0	0	0	0
Certificates of Specialization or	Skill		<u> </u>			<u> </u>	•	
6 to 17.99 units	139	0	70	133	93	88	93	108
Under 6 units	0	0	0	0	0	0	0	Ö

ADMINISTRATOR (DIVISION DEAN) CONSULTATA > VICE PRESIDENT, INSTRUCTION Name: EDWARD 6. ("NATAWTAND Name:

4/12/10 Ć Date:

Date:

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3/ 8/2010

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Please answer questions below in the space provided. If additional space is needed attach supplemental pages to form.

Program Title: Business Administration Date: College: Orange Coast College

Tops Code: 0505.00

1. PROGRAM MEETS A DOCUMENTED LABOR MARKET DEMAND:

California LaborMarketInfo, The Eco	nomy - Windows Intern	et Explorer			- d ×
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File Edit View Favorites Tools Help					e j -
🗧 🍄 🖉 California LaborMarketInfo, The I	Economy	-		ĝ • <u>6</u> • ∂ Pe	pe • 🎲 Tools • 🎽
John F. Kennedy University Heald College Argosy University - San Francisco			Business Administration Business Administration	on and Management, General on and Management, General on and Management, General	<u>.</u>
Occupations for Business Adn		<u> </u>	in California Employment		
	stimated Year - ojected Year	Employment EstimatedProjecte	Change	Minimum Educational Requirement	View Video
Chief Executives	2006 - 2016	43,900 45,800	1,900 4.3	Work experience, plus bachelor's or higher degree	
Seneral and Operations Managers	2006 - 2016	231,200241,700	10,500 4.5	Work experience, plus bachelor's or higher degree	<u>View</u> Vidéo
dvertising and Promotions lanagers	2006 - 2016	6,300 6,800	500 7.9	Work experience, plus bachelor's or higher degree	<u>View</u> Video
larketing Managers	2006 - 2016	31,400 35,900	4,500 14.3	Work experience, plus bachelor's or higher degree	View Video
ales Managers	2006 - 2016	50.600 58.400	7,800 15.4	Work experience, plus bachelor's or higher degree	
ublic Relations Managers	2006 - 2016	5,300 6,200	900 17.0	Work experience, plus bachelor's or higher degree	
dministrative Services Managers	2006 - 2016	25,700 29,400	3,700 14.4	Work experience, plus bachelor's or higher degree	<u>View</u> Video
dustrial Production Managers	2006 - 2016	19,400 20,300	900 4.6	Bachelor's degree	<u>View</u> Video
urchasing Managers	2006 - 2016	9,100 9,900	800 8.8	Work experience, plus bachelor's or higher degree	View Video
ansportation, Storage, and stribution Managers	2006 - 2016	12,000 13,400	1,400 11.7	Work experience in a related occupation	View Video
arm, Ranch, and Other pricultural Managers	2006 - 2016	41,500 47,600	6,100 14.7	Work experience, plus bachelor's or higher degree	<u>View</u> Video
edical and Health Services anagers	2006 - 2016	21,500 25,300	3,800 17.7	Work experience, plus bachelor's or higher degree	<u>View</u> Video
ostmasters and Mail uperintendents	2005 - 2016	1,000 1,000	0 0.0	Work experience in a related occupation	 X
			*****	C Internet	€ 100% -

CALIFORNIA EMPLOYMENT OUTLOOK: Job availability for any occupation can change with national and global economics, unexpected political events and natural disasters. Current events can change demand for jobs quickly. Check web sites, local newspapers, magazines and international news to help you make informed career decisions.

2. PROGRAM DOES NOT REPRESENT UNNECESSARY DUPLICATION OF OTHER TRAINING PROGRAMS IN THE AREA:

To Board of Trustees on Man 5,2010

The following colleges offer AA and Certificate degrees in Business Administration:

- Cypress
- Fullerton
- Coastline
- Goldenwest
- Santa Ana
- Santiago Canyon
- Irvine Valley
- Saddleback

This is considered a core transfer program of study and is representative of the need in Orange County.

3. PROGRAM DEMONSTRATES EFFECTIVENESS AS MEASURED BY THE ENROLLMENT, RETENTION, COMPLETION EMPLOYMENT, DEGREES AND CERTIFICATES AWARDED:

,	2001- 2002	2002- 2003	2003- 2004	2004- 2005	2005- 2006	2006- 2007	2007- 2008	2008 2009
SINESS ADMINISTRATION (100)			en os en isteres	Sector Sector Sector				2003
16910 Business Administration			<u></u>					
AA DEGREE	0	0	0	0	0	0	35	82
AS DEGREE	0	0	0	0	0	0	1	3
Achievement - 60 or more units	0	0	0	0	0	0	0	0
Achievement - 30 to 59.99 units	0	0	0	0	0	0	4	6
Achievement - 18 to 29.99 units	0	0	0	0	0	0	0	0
Certificates of Specialization o	r Skill			•		-		d
6 to 17.99 units	0	0	0	0	0	0	0	0
Under 6 units	0	0	0	0	0	0	0	Ö
INESSIMANAGEMENT (TOP CO	de (0506)							de sage
03961 Management and Leader	ship Studies	5				1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -		
AA DEGREE	0	0	0	0	0	0	0	6
AS DEGREE	0	0	0	0	0	0	0	
Achievement - 60 or more units	0	0	0	0	0	0	0	0
Achievement - 30 to 59.99 units	3	0	2	1	1	0	0	2
Achievement - 18 to 29.99 units	0	0	0	0	0	0	0	0
Certificates of Specialization or	Skill					• • • •		
6 to 17.99 units	1	0	0	7	34	0	0	5
Under 6 units	0	0	0	0	0	0	0	0
Management Institute		1. E			· · · · ·			
AA DEGREE	0	0	0	0	0	0	0	0
AS DEGREE	0	0	0	0	0	0	0	0
Achievement - 60 or more units	0	0	0	0	0	0	0	0
Achievement - 30 to 59.99 units	0	0	0	0	0	0	0	0
Achievement - 18 to 29.99 units	0	0	0	0	0	0	0	0
Certificates of Specialization or	Skill			<u> </u>			·	
6 to 17.99 units	53	0	18	16	4	7	3	5
Under 6 units	0	0	0	0	0	0	0	0
		Busine	ss Managen	nent Totals				
AA DEGREE	0	0	0	0	0	0	0	3
AS DEGREE	0	0	0	0	0	0	0	2.
Achievement - 60 or more units	0	0	0	0	0	0	0	
Achievement - 30 to 59.99 units	3	0	2	1	1	0	0	(2

Achievement - 18 to 29.99 units	0	0	0	0	0	0	0	0
Certificates of Specialization	or Skill			c				
6 to 17.99 units	54	0	18	23	38	7	3	10
Under 6 units	0	0	0	0	0	0	0	0

ADMINISTRATOR (DIVISION DEAN)UNSULtat to =VICE PRESIDENT, INSTRUCTIONName:EdFloattentorName:Date:4/12/10Date:4/12/10

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