

# **Regular Meeting Board of Trustees Coast Community College District**

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**Date:** Wednesday, August 4, 2010

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

**Time:** 5:00 p.m.

**1. Call to Order**

**2. Roll Call**

**3. Opportunity for Public Comment (Closed Session - Items on Agenda)**

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

**4. Recess to Closed Session**

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

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

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

Magana v. Coast Community College District et al., Orange County Superior Court Case No. 30-2010-00346951

5. **Reconvene Meeting at 5:15 p.m.**
6. **Pledge of Allegiance – Trustee Mary L. Hornbuckle**
7. **Report of Action in Closed Session (if any)**
8. **Public Comment (Open Session – Items on Agenda)**

#### **STUDY SESSION**

9. **Presentation to the Board of Trustees on SB 1183 and SB 1440 from Scott Lay, President, Community College League of California**
10. **Presentation to the Board of Trustees from Dean Mancina, President, Coast Federation of Educators**
11. **Discussion of Actuarial Study for the Coast Community College District**  
(See Attachment # 6)
12. **Discussion of Full-Time Faculty Levels Within the Coast Community College District** (See Attachment # 7)
13. **Presentation to the Board of Trustees from Doug Bennett, Executive Director, Orange Coast College Foundation on the Orange Coast College Planetarium**

#### **GENERAL BUSINESS ITEMS**

14. **Approval of Employment Agreement for Joycelyn Groot, Dean, Coastline Community College**

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Joycelyn Groot, Dean, Coastline Community College 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. (See Attachment # 1)

15. **Approval of Employment Agreement for Lois Wilkerson, Director, Coastline Community College**

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Lois Wilkerson, Director, Coastline Community College 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. (See Attachment # 2)

**16. Request of Walter G. Howald regarding his retirement**

Review, discussion and action, if any, by the Board of Trustees regarding a letter dated July 26, 2010, from Trustee Walter G. Howald to Coast Community College District. The letter appears to be an irrevocable request to PERS to retire. The effective date of retirement is to be at the end of Trustee Howald's current term as Trustee, Area 5, and the date given is November 30, 2010.

In addition to this letter, there is a second letter dated July 29, 2010, from Chancellor Ding-Jo Currie, to William M. Habermehl, County Superintendent, Orange County Department of Education. This letter simply advises the Superintendent of Trustee Howald's request to PERS to retire as stated in the first letter. (See Attachment # 4)

**17. Approval of Revisions to Board Policy 010-2-7, "Compensation for Trustees"**

**Recommendation:** The Board President recommends the approval of the proposed amendment to Board Policy 010-2-7 entitled "Compensation for Trustees," such amendment shall be effective August 31, 2010, by making a technical correction and by the addition of the following paragraph:

"No compensation shall be paid to any Trustee who would be eligible to receive service credit in the Public Employees Retirement System on the basis of such compensation."

**Rationale:** The Board of Trustees has the right under State law to control Board compensation. The Board of Trustees has the duty and obligation to preserve and protect District and public taxpayer funds.

Although the minimal compensation paid to Trustees is satisfactory, there is a huge potential impact upon retirement benefits which may accrue if any Trustee's compensation qualifies for service credit within the Public Employees Retirement System.

The public has knowledge of Trustee compensation, which is an open and

transparent matter. However, the public taxpayer generally has no knowledge of the huge retirement benefits that can accrue to an elected Trustee who also receives PERS service credit based on Trustee compensation. The retirement benefit thus is potentially increased exponentially so that the financial burden can become enormous. This financial burden will have to be paid by the District and State taxpayers over many years. This Board should take a stand to correct this wrong to the taxpayers.

The Ethics Code of the Board of Trustees states:

As elected representatives of the community, Members of the Board of Trustees of the Coast Community College District have been granted a position of “Trusteeship” over the District and its three colleges. Trustees and governing boards have the responsibility to be fair, legal, ethical and accountable. Trustees shall be independent, impartial and responsible in their judgment and actions in the governance of the District. District Trustees shall conduct themselves in an ethical manner that does not present the appearance of a Conflict of Interest.

Further, the Code of Ethics states in paragraph 10 that Board Members shall:

Avoid any conflict of interest or the appearance of impropriety that could result because of the Trustee’s position, and avoid intentionally using the Trusteeship for personal gain.

## **INTRODUCTION**

(Board of Trustees)

010-2-7  
Approved 11/20/85  
Revised 06/04/91  
Revised 01/22/97  
Revised 12/12/01  
Revised 02/19/03  
Revised XX/XX/XXXX

## **COMPENSATION FOR TRUSTEES**

Compensation of Trustees shall be the amount permitted under Education Code ~~72425~~**Section 72024**, with an increase of 5%, as approved on an annual basis by the Board of Trustees; except that such amount shall be reduced by a pro-rata amount for each Board meeting not attended by a Trustee in a particular calendar month unless the ~~b~~**B**oard, by Resolution, finds that the Trustee was, at the time of the meeting, performing services for the District, was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board.

**No compensation shall be paid to any Trustee who would be eligible to receive service credit in the Public Employees Retirement System on the basis of such compensation.**

Education Code ~~72425~~Section 72024

**18. Approve Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Online Instructional Materials, Presentations, etc. to be posted Online**

This item originally appeared on the agenda of the Regular Meeting of July 21, 2010 and was continued to August 4, 2010.

**Background Information:** With the implementation of the course management system Blackboard for all online courses, as well as all supplemental courses, the materials instructors are requesting to have posted online for students is increasing. Many of the courses currently have videos for supplemental material, which take up a tremendous amount of storage space. Due to accessibility requirements, it is essential that supplemental materials are available to all students, both on campus and online.

**Goal/Purpose:** Unfortunately, our current course management system, Blackboard, increases the cost of service for more available space. Outsourcing for the additional space to post supplemental materials is a cost saving measure, and during the current economic situation is saving the District over the next fiscal year.

**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 StreamingMedia Hosting and the Coast Community College District for additional instructional material to be posted online, from April 17, 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. (See Attachment # 3)

**Fiscal Impact:** \$2,999.25 to be paid from Online Electronic Resources funds.

**19. Receive and File Report to the Board of Trustees on Coast Community College District Vision, Mission and Goals, and Approve Coast Community College District, Vision, Mission and Goals, and District Logo Format (See Attachment # 5)**

**20. Opportunity for Public Comment (Items not on Agenda)**

**21. Adjournment**

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

**COAST COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT  
(ONE-YEAR OR LESS)**

1. **Parties.** The Coast Community College District ("District") and **Joycelyn Groot** ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** The District hereby employs Administrator in the position of **Dean**.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing **7/1/2010** and ending **6/30/2011**. This Agreement expires on **6/30/2011** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by 90 days prior to the expiration of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule **DD**, Range **32** Step **5**, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations.

11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and *Education Code* § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

12. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.

13. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to *Government Code* § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement.



16. **Reassignment During the Term of the Agreement.** The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

19. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Date

Joycelyn Groat  
Administrator

7/23/10  
Date

**COAST COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT  
(ONE-YEAR OR LESS)**

1. **Parties.** The Coast Community College District ("District") and **Lois Wilkerson** ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** The District hereby employs Administrator in the position of **Administrative Director.**
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
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6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule **DD**, Range **32**, Step **9**, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

19. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Date

Bob Wilkins  
\_\_\_\_\_  
Administrator

7-23-2012  
\_\_\_\_\_  
Date

# STREAMINGMEDIA HOSTING

177 Riverside Ave, Suite 241, Newport Beach, CA 92663  
Phone: (949) 722-8600 Fax: (949) 266-9470

## TERMS AND CONDITIONS OF SERVICE

This Streaming Media Hosting Service Agreement ("Agreement") is made and entered into on this seventeenth Day of April, 2010 ("Effective Date"), By and between Dedicated Hosting Services, Inc., a California corporation d/b/a Streaming Media Hosting ("Streaming Media Hosting" or "SMH"), and Coast Community College District ("Client"), with its principal place of business at: 1370 Adams Ave. Costa Mesa, California 92626.

This Agreement is between Streaming Media Hosting and the Client (as noted above) to provide Media Distribution and Related Services (the "Services") on Streaming Media Hosting's network.

**Payment.** SMH will only accept MasterCard, Visa, or American Express for accounts with monthly billing under \$1000 per month (see Payment Method). For accounts with monthly billing over \$1000 per month, credit card, or invoice due upon receipt is acceptable. No prepayments; all accounts are charged monthly. All Services will be billed within the first week of any given month for that month. Billing for services commences immediately upon the day that the Client's service commences; bills for partial periods are prorated. For clients that exceed their most recent, mutually agreed-upon Committed Rate, SMH reserves the right to bill the Client an additional amount (the Over-Committed Rate) for the actual amount of data transferred. Likewise, SMH reserves the right to bill clients who exceed the number of concurrent streams that have been allocated to them at a higher, mutually agreed-upon rate for the additional streams. SMH will not, however, increase Client's Committed Rate without mutual agreement. SMH reserves the right to change pricing with thirty (30) days notice.

**Taxes.** All fees are in United States dollars and exclude any applicable taxes. Client shall pay, indemnify and hold SMH harmless from all sales, use, value-added or other taxes of any nature, other than taxes on SMH's net income, including penalties and interest, and all government permit or license fees assessed upon or with respect to any fees due under this Agreement (except to the extent Client provides SMH with a valid tax exemption certificate). If any applicable foreign law requires Client to withhold amounts from any payments to SMH hereunder: (a) Client shall affect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish SMH with tax receipts evidencing the payments of such amounts and (b) the sum payable by Client upon which the deduction or withholdings is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, SMH receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount SMH would have received and retained in the absence of such required deduction or withholding.

**Services.** SMH will provide Client with the Services as specified in the Order Form, which is attached hereto as Exhibit A and incorporated herein by this reference.

**Assumption of Risk.** Client hereby assumes any and all risks associated with Client's, its agents' (including contractors and sub-contractors) or employees' use of the Services and shall indemnify, defend, and hold harmless SMH from any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with such use.

**Promotions.** Clients that receive free month(s) of Services via promotional offer or other reason will receive the free month(s) as a credit to their account. In order to receive such credit, a valid credit card must be on file with SMH, any set-up fees associated with the account must be paid and the account must be current. SMH may discontinue any special offers prospectively at any time at its sole option.

**LIMITATION OF LIABILITY.** STREAMING MEDIA HOSTING PROVIDES SERVICES TO CLIENT ON AN "AS IS" BASIS. SMH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING THE WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SMH SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, LOST PROFITS, LOST DATA, LOST SAVINGS, FAILURE OF SECURITY OR ANY OR ALL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CHARACTERIZED, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL SMH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SMH'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY SMH OF THIS AGREEMENT, SMH'S LIABILITY TO CLIENT WILL NOT EXCEED THE AMOUNT PAID TO SMH BY CLIENT DURING THE PREVIOUS ONE MONTH.

**SMH REPRESENTATIONS.** STREAMING MEDIA HOSTING HEREBY REPRESENTS AND WARRANTS THAT THEY HOLD THE REQUISITE LICENSES TO DELIVER THE CONTRACTED SERVICES. FURTHER SMH REPRESENTS CLIENT SHALL BEAR NO LIABILITY UNDER CONTRACTS ENTERED INTO BY SMH WITH VARIOUS THIRD PARTIES FOR THE PROVISION OF SERVICES PURSUANT TO EXECUTION OF THIS CONTRACT.

**CLIENT'S REPRESENTATIONS.** CLIENT HEREBY REPRESENTS AND WARRANTS THAT THEY HOLD THE REQUISITE COPYRIGHT, TRADEMARK AND/OR OTHER INTELLECTUAL PROPERTY RIGHTS TO POST CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT TO SMH'S NETWORK. FURTHER, CLIENT REPRESENTS AND WARRANTS THAT THE RIGHTS DELEGATED TO SMH UNDER THIS AGREEMENT, INCLUDING THE PUBLIC DISPLAY, PUBLIC PERFORMANCE, DISTRIBUTION, AND REPRODUCTION OF CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT ON THE SMH NETWORK, WILL NOT VIOLATE OR INFRINGE UPON THE COPYRIGHT, LITERARY, PRIVACY, PUBLICITY, TRADEMARK, SERVICE MARK OR ANY OTHER PERSONAL OR PROPERTY RIGHT OF ANY PERSON OR ENTITY AND THAT CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT WILL NOT CONSTITUTE A LIBEL OR DEFAMATION OF ANY THIRD PARTY. CLIENT REPRESENTS AND WARRANTS THAT IT HAS MET ANY AND ALL OBLIGATIONS TO ARTISTS, GUILDS, AUTHORS, COMPOSERS AND/OR ANY OTHER PARTICIPANTS IN THE PRODUCTION OF THE MEDIA PROPERTIES. CLIENT INDEMNIFIES AND HOLDS SMH HARMLESS FROM ANY BREACH OF THESE REPRESENTATIONS AND WARRANTIES BY CLIENT. CLIENT ASSUMES FULL RESPONSIBILITY FOR ALL INTELLECTUAL PROPERTIES POSTED TO SMH'S SERVERS ON CLIENT'S BEHALF, INCLUDING ANY TRADEMARK, COPYRIGHT, PATENT OR OTHER INTELLECTUAL PROPERTY SUBMITTED TO SMH FOR EITHER ENCODING SERVICES AND/OR STRAIGHT POSTING TO OUR SERVERS. SMH RESERVES THE RIGHT TO REMOVE WITHOUT NOTICE ANY MATERIAL WHICH, IN ITS SOLE OPINION, MAY RESULT IN A VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OF OTHERS OR ANY OTHER APPLICABLE FEDERAL, STATE, COMMON, OR INTERNATIONAL LAWS OR REGULATIONS.

**License Grant.** By using SMH's services, Client grants SMH a worldwide, non-exclusive right and license to promote, perform, and display Client's media properties as necessary for SMH to provide the underlying Services.

**Press Release.** The parties may agree to cooperate to prepare and release a joint press release regarding this Agreement, subject to prior, written approval of each party, which may not be unreasonably withheld or delayed.

**Maintenance, Security, Backups.** Client understands and agrees that SMH will make every effort to keep our network of servers running continuously. However, our servers will, from time-to-time, be disconnected due to routine maintenance windows, upgrades and other required events. SMH will make its best effort to keep all information on its servers backed-up. However, Client assumes responsibility for making a separate backup copy of any information posted to our servers. SMH is not responsible for lost materials or information. Additionally, Client is responsible for testing any changes that SMH makes to Client's media properties at Client's request to make sure that such changes are in accordance with such Client request. SMH will also make its best effort to maintain security on its network of servers. However, the nature of the World Wide Web and the Internet is not secure by default. Client assumes responsibility for the appropriate use of security.

**Acceptable Use.** Client agrees to be bound by the SMH Acceptable Use Policy, a current copy of which may be found on the SMH website at <http://www.streamingmediahosting.com/aup.htm>.

**Cancellation.** The initial term of this Agreement shall be noted in the Order Form. If no term is noted in the Order Form, the initial term shall be twelve (12) months for all accounts. In the event of early cancellation of this Agreement by Client, Client will be required to pay 100% of the most recent agreed-upon monthly charge for the remaining portion of the term. SMH can cancel this Agreement at will at any time with thirty (30) days written notice to the Client. In the event that SMH cancels this Agreement, the Client will have a prorated refund of any unused portion of the billing period. Set-up fees are non-refundable.

**General.** Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits and authorizations necessary to perform its obligations under this Agreement. This Agreement shall be governed by the law of the State of California. The only valid forum for any dispute arising under this agreement shall be Orange County, California. Prevailing party in a dispute may enter judgment in any court of competent jurisdiction. Should any provision of this Agreement be judged invalid or unenforceable, the rest of the agreement shall remain in full force and effect. This Agreement shall constitute the entire agreement between the parties regarding the Services and shall supersede any and all understandings, whether written or oral. This Agreement shall be binding upon Clients successors and assigns. Any waiver of any provision of this Agreement shall not constitute a modification to this Agreement or a permanent waiver of such provision unless it is in writing and signed by an officer of SMH. Client acknowledges that these terms and conditions are subject to change with thirty (30) days notice. Client's continued use of SMH constitutes Client's acceptance of these and any and all modified terms.

**Payment Method**

Card Type: \_\_\_\_ Visa \_\_\_\_ MasterCard

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV2 Number: \_\_\_\_\_

**Billing Contact Information (Required For All Accounts)**

Billing Name: Golden West College

Billing Email: [ppacheco@gwc.cccd.edu](mailto:ppacheco@gwc.cccd.edu)

Billing Address: 15744 Goldenwest Street

\_\_\_\_\_  
Billing City: Huntington Beach

Billing State: CA Zip/Postal: 92647

Country: USA

\_\_\_\_\_  
CLIENT SIGNATURE : CM Brahmabhatt, Vice Chancellor

\_\_\_\_\_  
DATE

\_\_\_\_\_  
STREAMING MEDIA HOSTING SIGNATURE

\_\_\_\_\_  
DATE

**PLEASE FAX ALL PAGES OF THIS FORM TO STREAMING MEDIA HOSTING AFTER  
INITIALING AND SIGNING WHERE INDICATED TO (949) 266-9470.**

# STREAMINGMEDIA

## DEDICATED HOSTING

177 Riverside Ave, Suite 241, Newport Beach, CA 92663  
Phone: (949) 722-8600 Fax: (949) 266-9470

### EXHIBIT B: INDEMNIFICATION

**Indemnification.** Each party will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees and costs) resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against the other alleging (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Services (but excluding any infringement contributorily caused by the other party); and (ii) any violation of or failure to comply with the Acceptable Use Policy. Each party's indemnification obligations hereunder shall be subject to: (i) receiving prompt written notice of the existence of any Action; (ii) being able to, at its option, control the defense of such Action; (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

The terms of this Exhibit B: Indemnification shall take precedence over the Terms and Conditions of Service executed on April 17, 2010 between Dedicated Hosting Services, Inc. d/b/a Streaming Media Hosting and Coast Community College District, and in particular, the terms of such Exhibit B shall not be governed or limited by the paragraphs entitled "Assumption of Risk" and "Limitation of Liability" in the Terms and Conditions of Service.

\_\_\_\_\_  
CLIENT SIGNATURE : CM Brahmbhatt, Vice Chancellor

\_\_\_\_\_  
DATE

\_\_\_\_\_  
STREAMING MEDIA HOSTING SIGNATURE

\_\_\_\_\_  
DATE



WALTER G. HOWALD  
PO Box 622  
Corona del Mar, CA 92625  
(949) 244-6094 • Fax (949) 729-8061  
[walt@howald.us](mailto:walt@howald.us)

RECEIVED  
COAST CCD

JUL 26 2010

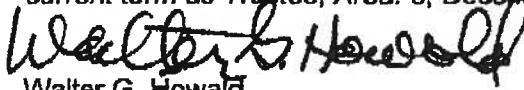
CHANCELLOR'S  
OFFICE


July 26, 2010

Coast Community College District  
1370 Adams  
Costa Mesa, CA 92626

Chancellor Dr. Currie:

I have submitted my irrevocable request to PERS to retire effective at the end of my current term as Trustee, Area. 5, ~~December 31~~, 2010.

  
Walter G. Howald

November 30, 2010  




BOARD OF TRUSTEES  
Mary L. Rotundo  
Walter G. Howald  
Jim Moreno  
Jerry Patterson  
Lorraine Primsky, Ph.D.  
Student Trustee, Lee Fuller  
INTERIM CHANCELLOR  
Ding-Jo H. Currie, Ph.D.

July 29, 2010

William M. Habermehl  
County Superintendent  
Orange County Department of Education  
P.O. Box 9050  
200 Kalmus Drive  
Costa Mesa, CA 92628-9050

Dear Superintendent Habermehl:

At the request of Trustee Walter Howald, I am forwarding his letter dated July 26, 2010, for your records.

Sincerely,

Ding-Jo H. Currie, Ph.D.  
Chancellor

Attachment

Copy: Walter Howald, Trustee  
Jerry Patterson, Board President

Coastline Community College      Golden West College      Orange Coast College

Board of Trustees 714.438.4648  
Chancellor 714.438.4688  
Administrative Services 714.438.4736  
Educational Services 714.438.4705  
Employment Benefits 714.438.4727

Environmental Health & Safety 714.438.4728  
Human Resources 714.438.4707  
Information Services 714.438.4747  
Instructional Services 714.438.4698  
Internal Auditor 714.438.4602

International Education 714.438.4703  
Facilities 714.438.4646  
Public Affairs 714.438.4606  
Purchasing 714.438.4686  
Risk Services 714.438.4689

## **August 4, 2010 Study Session Agenda Item (from Martha Parham)**

### **Vision Statement**

Coast Colleges is ~~a premier dynamic community college district that provides~~ excellence, innovation and success in education to inspire and transform lives in our local and global community.

### **Mission Statement**

Coast Colleges offer inspiration, innovation and meaningful learning experiences to its diverse and changing community ~~to achieve successful completion in higher education, career and technical training and life-long learning and prepares students to achieve~~ success in post-secondary, career and technical and life-long educational opportunities.

### **Values**

We value:

1. The mission and responsibilities of our profession;
2. ~~Students and evidence of their success;~~
3. ~~A learning community that~~ Supportive teaching and learning excellence;
4. ~~An environment with emphasis on~~ Learning, fairness, unity and continuous improvement;
5. A ~~communicative~~, collaborative institutional culture;
6. A ~~n open, trusting and~~ supportive partnership of students, faculty, management and staff;
7. ~~Innovation, diversity, creativity and critical thinking.~~
7. 8. Active outreach ~~to inform and engage our community and partners;~~
8. 9. Academic, financial, personal and p Professional integrity;
10. ~~Global and local integration of international and multicultural synergy and goals.~~
- 9.10. A transparent, accessible and balanced governance structure ~~that welcomes and includes institutional wide open dialogue and consultation.~~

## **Principles**

### ***Learning:***

- Student-centered and outcome-based for optimal success.

### ***People:***

- Respect for and commitment to invest in people.

### ***Focus:***

- Vision inspired, student centered and goal-driven by strategic master plans.

### ***Agility:***

- Flexible, responsive and courageous when needs require change in practices and conditions.

### ***Integrity:***

- Truthfulness is the first and most important trait to good institutional citizenship.

### ***Collaboration:***

- Shared responsibility and teamwork across disciplines, departments, divisions, colleges and districts.

### ***Engagement:***

- Broad-based involvement of stakeholders to encourage optimal decision making.

### ***Diversity:***

- Reflect ~~Embrace~~ inclusiveness with all ethnic, socioeconomic, educational, abilities and cultural backgrounds.

### ***Equity:***

- All staff serves and contributes to our students' success with equal importance.

**Unity:**

- The importance of the collective good and bond is greater than the gain of individuals, departments, colleges.

**Goals**

1. Develop and enforce student-centered and student-first attitudes, processes, decisions, policies and culture.
2. Increase student success rates by adopting proven best practices and program designs.
3. Increase access and success to meet the changing ~~students'~~ needs of our students and community.
4. Provide leadership in addressing regional workforce training and development needs.
5. Embrace and increase the diversity of faculty, staff, administration and curriculum.
6. Invest in the professional and leadership development of all faculty and staff.
7. Create an institutionalized practice and culture of evidence in decision making.
8. Encourage and support creativity, flexibility and innovation.
9. Engage and invest in entrepreneurial activities to increase and diversify revenue streams.
10. Maximize the appropriate and strategic utilization of technology.
11. Enhance international educational learning opportunities for students, faculty and staff.
12. Achieve long-term financial stability and decrease reliability on state funding.
13. Strengthen and increase strategic alliances and partnerships in local and global communities.

The image of the proposed District Logo Format was not available at the time the Agenda was produced but will be provided at the August 4, 2010 Board Meeting.

**Coast Community College District**  
**August 4, 2010**

**Retiree Health Benefits Liability**  
**and**  
**GASB 45**

**Board Room**  
**5:00 PM**



# What is GASB?

The Governmental Accounting Standards Board (GASB) is an independent, non-profit organization organized in 1984 by the Financial Accounting Foundation (FAF) to establish standards of financial accounting and reporting for state and local governmental entities.

The mission of the Governmental Accounting Standards Board is to establish and improve standards of state and local governmental accounting and financial reporting that will:

- Result in useful information for users of financial reports and
- Guide and educate the public, including issuers, auditors, and users of those financial reports.

The GASB's function is important because external financial reporting can demonstrate financial accountability to the public and is the basis for investment, credit and many legislative and regulatory decisions.



# New GASB Accounting and Disclosure Requirements

In July, 2004, the Governmental Accounting Standards Board (GASB) released a pair of statements of standards for accounting for such “other post-employment benefits” (“OPEB”). The GASB standards for OPEB accounting will soon require California community college districts to begin to accrue the cost of retiree health benefits.

***Annual Required Contribution.*** The new GASB standards will require a district to calculate an “annual required contribution” (“ARC”). The ARC consists of 2 components: a *normal cost* (the portion of the present value of total projected benefits assigned to the current year by the actuarial cost method used by the employer) plus an *amortization component* (the amount necessary to amortize the total unfunded actuarial accrued liability for its OPEB obligations).

## **New GASB Accounting and Disclosure Requirements (cont.)**

***Long-Term Liability.*** GASB requires that districts recognize an expense in the amount of the “annual OPEB cost”. The cumulative difference between the amounts expensed (annual OPEB cost) and the amounts contributed to a plan creates a net OPEB obligation, which will be reported as a general long-term liability. GASB does not propose that the entire unfunded actuarial accrued liability be immediately recognized as a liability on a district’s balance sheet; but it will be required to be disclosed in the notes to the district’s financial statements.

***Irrevocable Commitment of Assets.*** Any or all of the following will qualify as contributions to a plan under the new GASB standards: (a) provide benefits directly to an OPEB plan (e.g. self-funding claims and expenses), (b) pay insurance premiums to insure the payment of benefits (e.g. HMO premiums), or (c) irrevocably transfer or commit assets to a trust that is dedicated to the payment of benefits arising from the terms of the plan and is protected from potential claims by the employer’s creditors (e.g. the League’s proposed JPA).

# **New GASB Standards Implementation Schedule**

GASB allows a phased implementation schedule, based on a district's total annual revenues in FY 1998-99. The standards would be effective in FY 2007-08 for districts with revenues of \$100 million or more, in FY 2008-09 for districts with revenues between \$10 million and \$100 million, and in FY 2009-10 for districts with revenues of less than \$10 million.

# **Effects of GASB Standards on California Community College Districts**

Accruing retiree health benefits costs has important consequences. For those districts that currently operate their retiree healthcare benefits programs on a “pay-as-you-go” basis, implementation of the proposed GASB standards will require (1) increasing annual expenditures and (2) disclosing the magnitude of the underfunding of their retiree health benefits obligations. For all districts implementing the standards will require periodically performing an actuarial analysis and calculation of their unfunded liability and annual OPEB cost. There are compelling advantages for accumulating assets in trust for future demands, and for effectively investing those assets.

Because retiree health benefits cost accruals will be mandatory, districts will not be able to suspend or reduce prefunding contributions without expensing those costs as a future liability. The higher costs could prompt proposals to restrict retiree health benefits, with resulting effects on employee relations and collective bargaining.

# What Happens if a District Chooses not to Comply with GASB?

The possible consequences of not fully funding retiree health benefits in future years are several, including:

1. ***Audit consequences.*** District auditors are required, beginning in FY 2007-08 for CCCD, to report on the status of funding of post-employment benefits.
2. ***Credit consequences.*** Negative audit reports can impact the ability of districts to borrow funds or issue bonds at advantageous rates.
3. ***Chancellor's Office "Watch List"***. It is possible in the years ahead that the Chancellor's Office will add districts with significant accumulated financial liabilities to the "Watch List."
4. ***Accreditation.*** Accreditation standards require districts to identify and plan for payment of liabilities and future obligations.

## COMPARISON OF ACTUARIAL LIABILITY

as of May 1, 2010

### Total Compensation Systems, Inc.

	Faculty	Classified	Management	TOTAL
<b>Actuarial Liability</b>				
Active	\$25,649,640	\$43,167,472	\$9,629,976	\$78,447,088
Retiree	14,968,186	12,468,808	8,329,177	35,766,171
<b>Total AL</b>	<b>\$40,617,826</b>	<b>\$55,636,280</b>	<b>\$17,959,153</b>	<b>\$114,213,259</b>

### EPLER

	Faculty	Classified	Management	TOTAL
<b>Actuarial Liability</b>				
Active	\$28,960,251	\$46,903,931	\$10,821,878	\$86,686,060
Retiree	13,425,889	15,986,681	6,357,295	35,769,865
<b>Total AL</b>	<b>\$42,386,140</b>	<b>\$62,890,612</b>	<b>\$17,179,173</b>	<b>\$122,455,925</b>

# COMPARISON OF ACTUARIAL ACCRUED LIABILITY

as of May 1, 2010

## Total Compensation Systems, Inc.

	Faculty	Classified	Management	TOTAL
Actuarial Accrued Liability				
Active	\$19,080,752	\$28,773,241	\$6,886,564	\$54,740,557
Retiree	14,968,186	12,468,808	8,329,177	35,766,171
<b>Total AAL</b>	<b>\$34,048,938</b>	<b>\$41,242,049</b>	<b>\$15,215,741</b>	<b>\$90,506,728</b>

## EPLER

	Faculty	Classified	Management	TOTAL
Actuarial Accrued Liability				
Active	\$21,518,941	\$33,108,677	\$8,252,073	\$62,879,691
Retiree	13,425,889	15,986,681	6,357,295	35,769,865
<b>Total AAL</b>	<b>\$34,944,830</b>	<b>\$49,095,358</b>	<b>\$14,609,368</b>	<b>\$98,649,556</b>

# **TOTAL COMPENSATION SYSTEMS, INC.**

## **NORMAL COST YEAR**

**May 1, 2010**

The average hire age for eligible employees is 37. To accrue the liability by retirement, the District would accrue the retiree liability over a period of about 24 years (assuming an average retirement age of 61). We applied an "entry age normal" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated normal cost.

	<u>Total</u>	<u>Faculty</u>	<u>Classified</u>	<u>Management</u>
<b># of Employees</b>	1416	481	778	157
<b>Per Capita Normal Costs</b>				
Pre-65 Benefit	N/A	\$1,160	\$1,472	\$1,789
Post-65 Benefit	N/A	\$1,333	\$1,073	\$1,407

### **First Year Normal Cost**

Pre-65 Benefit	\$1,984,049	\$557,960	\$1,145,216	\$280,873
Post-65 Benefit	\$1,696,866	\$641,173	\$834,794	\$220,899
<b>Total</b>	<b>\$3,680,915</b>	<b>\$1,199,133</b>	<b>\$1,980,010</b>	<b>\$501,772</b>

Accruing retiree health benefit costs using normal costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. This normal cost would increase each year based on covered payroll.



# **TOTAL COMPENSATION SYSTEMS, INC.** **ANNUAL REQUIRED CONTRIBUTIONS**

**May 1, 2010**

If the District determines retiree health plan expenses in accordance with GASB 43 and 45, costs will include both normal cost and one or more components of UAAL amortization costs. The sum of normal cost and UAAL amortization costs is called the Annual Required Contribution (ARC).

	Total
Normal Cost	\$3,680,915
Initial UAAL Amortization	\$4,050,252
Residual UAAL Amortization	<u>\$514,206</u>
ARC	\$8,245,373

The normal cost remains as long as there are active employees who may some day qualify for district-paid retiree health benefits. This normal cost would increase each year based on covered payroll.

# **CCCD Retiree Health Benefits Past Service Liabilities**

**As of June 30, 2010    \$90,506,727**

	KOCE Sale/ Savings	Land Dev	Earnings (4%)	Total Annual Contribution	BALANCE
<b>RHB Irrevocable Trust</b>					<b>28,685,440</b>
<b>County Treasury</b>					<b>12,505,023</b>

Balance 7/1/2010					41,190,463
2010/2011	1,200,000	480,000	1,647,619	3,327,619	44,518,082
2011/2012	1,200,000	480,000	1,780,723	3,460,723	47,978,805
2012/2013	1,200,000	480,000	1,919,152	3,599,152	51,577,957
2013/2014	1,200,000	480,000	2,063,118	3,743,118	55,321,075
2014/2015	1,200,000	480,000	2,212,843	3,892,843	59,213,918
2015/2016	1,200,000	480,000	2,368,557	4,048,557	63,262,475
2016/2017	1,200,000	480,000	2,530,499	4,210,499	67,472,974
2017/2018	1,200,000	480,000	2,698,919	4,378,919	71,851,893
2018/2019	1,200,000	480,000	2,874,076	4,554,076	76,405,969
2019/2020	1,200,000	480,000	3,056,239	4,736,239	81,142,207
2020/2021	1,200,000	480,000	3,245,688	4,925,688	86,067,896
2021/2022	1,200,000	480,000	3,442,716	5,122,716	91,190,612

**COAST COMMUNITY COLLEGE DISTRICT  
RETIREE HEALTH BENEFITS**

	1994/1995	1999/2000	2004/2005	2009/2010	2010/2011
<b>Budgeted Cost</b>	<b>\$2,527,200</b>	<b>\$4,124,600</b>	<b>\$7,116,000</b>	<b>\$8,844,800</b>	<b>\$11,139,700</b>
<b>Number of Retirees</b>	<b>429</b>	<b>503</b>	<b>593</b>	<b>691</b>	<b>779</b>
<b>Percent of Budget</b>	<b>2.30%</b>	<b>3.16%</b>	<b>4.57%</b>	<b>4.60%</b>	<b>6.00%</b>

# **CCCD HEALTH BENEFITS LIABILITY** **2006, 2008 and 2010 Comparison**

	July 1, 2006	July 1, 2008	July 1, 2010
<b>CCCD Liability</b>	\$70,310,982	\$80,045,719	\$90,506,727
<b>Funds Available</b>	15,195,933	32,869,410	41,190,463
<b>Deficit</b>	<b>\$55,115,049</b>	<b>\$47,176,309</b>	<b>\$49,316,264</b>
<b>% Deficit</b>	<b>78%</b>	<b>59%</b>	<b>54%</b>

**CCCCD FUTURE PLAN FOR FUNDING**  
**Normal Cost is \$3,680,915 for Active Employees**

2% of Contract Salaries	\$2,000,000
Excess of Ending Balance above 6.5% Reserve	<u>\$1,000,000</u>
	\$3,000,000

Return \$500,000 KOCE funds starting 2011-2012 or any other year as financial situation improves.

# **Recommendations to Mitigate Future Liabilities**

- Proceed with caution when hiring any new employee from outside the District to better monitor long-term district obligations and liabilities.
- Review and evaluate District employees' retirement vesting rights.
- Collect better data to identify the true cost of active employees and retirees for the future. Budget according to cost rather than phantom rate.
- Review all plans for effectiveness and financial liabilities for the future on a regular basis to contain costs.
- Continue investing the available assets in the irrevocable trust for better return on assets.

**Coast Community College District**  
**August 4, 2010**

**75/25 Ratio and  
Full-Time Faculty Obligation**

**Originated from the passage of  
Assembly Bill 1725 in 1988**

**Board Room  
5:00 pm**



## **Assembly Bill 1725 – Passed 1988**

- In 1988, Assembly Bill 1725 was passed by the California legislature and signed by the Governor as an omnibus bill to reform the California community colleges by more closely aligning their practices and criteria with other segments of higher education. AB 1725 included a strong requirement to increase the ratio of full-time to part-time or adjunct faculty in community colleges to 75% of instruction.
- Section 4 of this legislation provides the legislature's rationale and goals in this regard



## **Assembly Bill 1725 (cont.)**

- Recognized a severe hiring crisis looming with 55% of full-time faculty expected to retire by 2003 with 3 interlocking issues:
  - The division of full-time positions that become vacant into part-time positions to save costs. The maintenance of a fully staffed, full-time faculty is an essential element of a coherent program.
  - If the community colleges are to respond creatively to the challenges of the coming decades, they must have a strong and stable core of full-time faculty with long-term commitments to their colleges and time to participate in nonteaching faculty activities.
  - However, in many areas the employment of part-time temporary faculty is both appropriate and necessary, especially in vocational programs where part-time faculty members may be practicing professionals in the field.
    - There is widespread concern about the current tendency to fill “retiring” full-time positions with multiple part-time positions, and that there is a financial incentive to do so.

# **Problems and Impediments in Reaching 75/25 Goal**

- The State Chancellor's Office Workgroup in 2003 identified the following issues as problems or impediments for districts in reaching the 75/25 goal, they continue to exist today:
  - Funding inadequacy
  - Funding reductions
  - Rapid enrollment growth
  - Enrollment decline or instability
  - Retirement incentive impact
  - Nature of the institution
  - Institutional priorities and choices
- Source: *WORKGROUP ON 75/25 ISSUES Report and Recommendations*  
*June 1, 2005 Constance M. Carroll Chair*

# Faculty Obligation Number

- The implementation of AB 1725 was accompanied by program improvement funding that was specifically targeted at making progress toward the 75/25 goal. This funding stream was discontinued after only two years, and there has been no dedicated funding mechanism since that time to support progress toward the 75/25 goal.
- The AB 1725 legislation created a “Faculty Obligation Number” (the FON) for each District as a mechanism to improve the full-time vs. part-time ratio. Each year the FON is adjusted based upon the percentage change in funded credit FTES provided that the Board of Governors determines that adequate funds had been provided to support an increase in the obligation. For 2009 and 2010 they did not find that adequate funds were provided and the FON is unchanged.

# **Faculty Obligation Number – Determination**

- Title 5 Regulations define the mechanism for counting the number of Full Time Faculty
- **53302. Full-Time Faculty.**
  - For purposes of this Chapter the term “full-time faculty” means any faculty member, as defined in Section 53402(c), who is a regular or contract employee of the district pursuant to Sections 87601, 87605, 87608, 87608.5 or 87609 of the Education Code.
- Regular (Tenured) and Contract (Tenure Track) are counted from Employee lists provided by District Human Resources and adjusted for the percentage of 100% worked. Thus a Faculty member on a 75% contract counts as  $\frac{3}{4}$  of an FTE. Faculty on leave or release/reassignment are counted as if present and their replacements are excluded from counting.

## CCCCD Faculty Obligation Number

Fall Term	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>
CCCCD FON	412.4*	412.4*	412.4*	406.4	404.4
CCCCD FTEF		470.3	484.7	477.8	476.2
Difference		57.9	72.3	71.4	71.8

\*Unchanged from Fall 2008 to Fall 2009 and to Fall 2010 as the Board of Governors took action in November 2008 and 2009 to determine that inadequate funds had been provided to support an increase in the obligation.

**CALIFORNIA COMMUNITY COLLEGES  
2008-2009 FULL-TIME FACULTY OBLIGATION**

**DISTRICT: COAST**

	ADVANCE		2010 ADVANCE	
	BUDGET	WORKSHOP	REC'D JAN. 2010	BUDGET WORKSHOP
Credit Base FTES	34,685.40	34,551.74	34,551.74	35,034.27
Funded Credit FTES	35,111.88	35,060.68	35,034.27	33,774.21
Deficit Factor	1.0000	0.9870	0.9852	1.0000
Adjust Credit Funded FTE:	35,111.88	34,604.62	34,514.16	33,774.21
Growth/Decline in FTES	426.48	52.88	-37.58	-1,260.06
Overcap Adjustment	0.00	0.00	0.00	0.00
Total Growth/Adjustment	426.48	52.88	-37.58	-1,260.06
% Change in FTES	1.2296%	0.153%	-0.1088%	-3.5966%
Base FON	457.40	461.40	461.40	460.40
Growth PYS	5.62	0.71	-0.50	-16.56
Rounded Growth PYS	5.00	0.00	-1.00	-17.00
FON	462.40	461.40	460.40	443.40

November Report	Nov. 2008
Full-time Faculty	484.70
Part-time Faculty	303.60
Total Faculty	788.30
Faculty Percent	61.49%
75% Total Faculty	591.23

# CCCD 75/25 Ratio 1

## Percentage of FTEF attributable to Full-Time Faculty

	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>
Coast Fall Term	61.9%	61.5%	60.7%	60.5%
State Average	58.5%	57.7%	-	-

### Calculation Rules:

- All Overload work is excluded: by Faculty, Managers, other staff
- Full-Time Faculty are defined as Regular(tenured) and Contract (tenure track)
- All Temporary Faculty are considered as Part-Time, even if loaded at 15 LHE
- At Coast Librarians and Counselors and other non-Management Academic employees (EOPS, DSPS etc.) are considered Faculty for this Ratio
- All Noncredit Instruction is excluded
- Faculty on Leave or Release/Reassignment are counted as if teaching and the FTE of their replacement is excluded

# California Community Colleges

Fall 2009

## Full-time Faculty Obligation Compliance by District

DISTRICT	Compliance Option A				Compliance Option B				Compliance Option
	Fall 2009 Full-Time Faculty Obligation	Fall 2009 Full-Time Faculty Actual	Fall 2009 Full-Time Faculty Actual	Difference	Fall 2009 Full-Time Faculty Actual	Fall 2009 Full-Time Faculty Actual	Fall 2009 Full-Time Faculty Actual	Fall 2009 Full-Time Faculty Percentage	
Alameda	158.40	183.00	183.00	16.60	183.00	183.00	183.00	100.0%	A
Alameda Valley	163.60	192.12	192.12	38.52	192.12	192.12	192.12	100.0%	A
Antelope Valley	27.50	40.00	40.00	12.50	40.00	40.00	40.00	100.0%	A
Butte	184.40	178.33	178.33	-6.07	178.33	178.33	178.33	96.7%	A
Cabrillo	205.60	211.08	211.08	5.48	211.08	211.08	211.08	102.7%	A
Carroll	287.20	288.00	288.00	0.80	288.00	288.00	288.00	100.0%	A
Chico	296.00	296.00	296.00	0.00	296.00	296.00	296.00	100.0%	A
Chico-Las Positas	200.80	225.42	225.42	24.62	225.42	225.42	225.42	112.2%	A
Chico	174.30	174.30	174.30	0.00	174.30	174.30	174.30	100.0%	A
Coast	412.40	470.30	470.30	57.90	470.30	470.30	470.30	114.1%	A
Compton	22.40	79.00	79.00	56.60	79.00	79.00	79.00	353.1%	A
Contra Costa	394.70	489.60	489.60	94.90	489.60	489.60	489.60	124.0%	A
Copper Mt.	14.80	15.00	15.00	0.20	15.00	15.00	15.00	101.3%	A
Desert	102.20	104.80	104.80	2.60	104.80	104.80	104.80	102.5%	A
El Camino	339.20	342.71	342.71	3.51	342.71	342.71	342.71	101.3%	A
Feather River	22.10	30.32	30.32	8.22	30.32	30.32	30.32	137.2%	A
Full-South	516.00	516.00	516.00	0.00	516.00	516.00	516.00	100.0%	A
Gavilan	72.10	81.00	81.00	8.90	81.00	81.00	81.00	112.3%	A
Glendale	231.00	312.00	312.00	81.00	312.00	312.00	312.00	135.1%	A
Grassroots	288.70	312.00	312.00	23.30	312.00	312.00	312.00	108.1%	A
Hanford	98.80	100.00	100.00	1.20	100.00	100.00	100.00	101.1%	A
Imperial	102.30	100.00	100.00	-2.30	100.00	100.00	100.00	97.7%	A
Kern	372.80	379.00	379.00	6.20	379.00	379.00	379.00	101.7%	A
Lake Tahoe	22.20	41.60	41.60	19.40	41.60	41.60	41.60	187.4%	A
Leavenworth	21.80	37.00	37.00	15.20	37.00	37.00	37.00	169.7%	A
Long Beach	326.80	334.40	334.40	7.60	334.40	334.40	334.40	102.3%	A
Los Angeles	1481.10	1442.80	1442.80	-38.30	1442.80	1442.80	1442.80	97.4%	A
Los Rios	856.20	1036.30	1036.30	180.10	1036.30	1036.30	1036.30	121.0%	A
Marin	73.80	108.13	108.13	34.33	108.13	108.13	108.13	146.5%	A
Mendocino-Lake	46.00	48.85	48.85	2.85	48.85	48.85	48.85	106.2%	A
Mendocino	174.80	175.00	175.00	0.20	175.00	175.00	175.00	100.1%	A
Mira Costa	104.10	168.68	168.68	64.58	168.68	168.68	168.68	161.9%	A
Monterey Peninsula	109.90	114.20	114.20	4.30	114.20	114.20	114.20	103.9%	A
Mt. San Antonio	463.90	399.90	399.90	-64.00	399.90	399.90	399.90	86.2%	A
Mt. San Jacinto	132.80	148.00	148.00	15.20	148.00	148.00	148.00	111.4%	A
Napa Valley	94.70	112.00	112.00	17.30	112.00	112.00	112.00	118.3%	A
North Orange County	536.80	636.00	636.00	99.20	636.00	636.00	636.00	118.5%	A
Orange	123.20	141.00	141.00	17.80	141.00	141.00	141.00	114.4%	A
Palo Verde	25.00	40.14	40.14	15.14	40.14	40.14	40.14	160.6%	A
Petaluma	285.80	281.70	281.70	-4.10	281.70	281.70	281.70	98.6%	A
Piedmont Area	408.20	405.00	405.00	-3.20	405.00	405.00	405.00	99.2%	A
Petaluma	341.20	334.88	334.88	-6.32	334.88	334.88	334.88	98.1%	A
Rancho Santiago	332.80	326.00	326.00	-6.80	326.00	326.00	326.00	98.0%	A
Redwood	82.10	84.50	84.50	2.40	84.50	84.50	84.50	102.9%	A
San Bernardino	158.40	183.00	183.00	24.60	183.00	183.00	183.00	115.6%	A
San Diego	163.60	192.12	192.12	28.52	192.12	192.12	192.12	117.5%	A
San Joaquin	27.50	40.00	40.00	12.50	40.00	40.00	40.00	145.5%	A
San Luis Obispo	184.40	178.33	178.33	-6.07	178.33	178.33	178.33	96.7%	A
San Mateo	205.60	211.08	211.08	5.48	211.08	211.08	211.08	102.7%	A
San Jose	287.20	288.00	288.00	0.80	288.00	288.00	288.00	100.3%	A
Shasta	296.00	296.00	296.00	0.00	296.00	296.00	296.00	100.0%	A
Shasta-Butte	200.80	225.42	225.42	24.62	225.42	225.42	225.42	112.2%	A
Shasta	174.30	174.30	174.30	0.00	174.30	174.30	174.30	100.0%	A
Sierra	412.40	470.30	470.30	57.90	470.30	470.30	470.30	114.1%	A
Sierra Foothills	22.40	79.00	79.00	56.60	79.00	79.00	79.00	353.1%	A
Sierra Nevada	394.70	489.60	489.60	94.90	489.60	489.60	489.60	124.0%	A
Sierra Vista	14.80	15.00	15.00	0.20	15.00	15.00	15.00	101.3%	A
Sierra Vista	102.20	104.80	104.80	2.60	104.80	104.80	104.80	102.5%	A
Sierra Vista	339.20	342.71	342.71	3.51	342.71	342.71	342.71	101.3%	A
Sierra Vista	22.10	30.32	30.32	8.22	30.32	30.32	30.32	137.2%	A
Sierra Vista	516.00	516.00	516.00	0.00	516.00	516.00	516.00	100.0%	A
Sierra Vista	72.10	81.00	81.00	8.90	81.00	81.00	81.00	112.3%	A
Sierra Vista	231.00	312.00	312.00	81.00	312.00	312.00	312.00	135.1%	A
Sierra Vista	288.70	312.00	312.00	23.30	312.00	312.00	312.00	108.1%	A
Sierra Vista	98.80	100.00	100.00	1.20	100.00	100.00	100.00	101.1%	A
Sierra Vista	102.30	100.00	100.00	-2.30	100.00	100.00	100.00	97.7%	A
Sierra Vista	372.80	379.00	379.00	6.20	379.00	379.00	379.00	101.7%	A
Sierra Vista	22.20	41.60	41.60	19.40	41.60	41.60	41.60	187.4%	A
Sierra Vista	21.80	37.00	37.00	15.20	37.00	37.00	37.00	169.7%	A
Sierra Vista	326.80	334.40	334.40	7.60	334.40	334.40	334.40	102.3%	A
Sierra Vista	1481.10	1442.80	1442.80	-38.30	1442.80	1442.80	1442.80	97.4%	A
Sierra Vista	856.20	1036.30	1036.30	180.10	1036.30	1036.30	1036.30	121.0%	A
Sierra Vista	73.80	108.13	108.13	34.33	108.13	108.13	108.13	146.5%	A
Sierra Vista	46.00	48.85	48.85	2.85	48.85	48.85	48.85	106.2%	A
Sierra Vista	174.80	175.00	175.00	0.20	175.00	175.00	175.00	100.1%	A
Sierra Vista	104.10	168.68	168.68	64.58	168.68	168.68	168.68	161.9%	A
Sierra Vista	109.90	114.20	114.20	4.30	114.20	114.20	114.20	103.9%	A
Sierra Vista	463.90	399.90	399.90	-64.00	399.90	399.90	399.90	86.2%	A
Sierra Vista	132.80	148.00	148.00	15.20	148.00	148.00	148.00	111.4%	A
Sierra Vista	94.70	112.00	112.00	17.30	112.00	112.00	112.00	118.3%	A
Sierra Vista	536.80	636.00	636.00	99.20	636.00	636.00	636.00	118.5%	A
Sierra Vista	123.20	141.00	141.00	17.80	141.00	141.00	141.00	114.4%	A
Sierra Vista	25.00	40.14	40.14	15.14	40.14	40.14	40.14	160.6%	A
Sierra Vista	285.80	281.70	281.70	-4.10	281.70	281.70	281.70	98.6%	A
Sierra Vista	408.20	405.00	405.00	-3.20	405.00	405.00	405.00	99.2%	A
Sierra Vista	341.20	334.88	334.88	-6.32	334.88	334.88	334.88	98.1%	A
Sierra Vista	332.80	326.00	326.00	-6.80	326.00	326.00	326.00	98.0%	A
Sierra Vista	82.10	84.50	84.50	2.40	84.50	84.50	84.50	102.9%	A
Sierra Vista	158.40	183.00	183.00	24.60	183.00	183.00	183.00	115.6%	A
Sierra Vista	163.60	192.12	192.12	28.52	192.12	192.12	192.12	117.5%	A
Sierra Vista	27.50	40.00	40.00	12.50	40.00	40.00	40.00	145.5%	A
Sierra Vista	184.40	178.33	178.33	-6.07	178.33	178.33	178.33	96.7%	A
Sierra Vista	205.60	211.08	211.08	5.48	211.08	211.08	211.08	102.7%	A
Sierra Vista	287.20	288.00	288.00	0.80	288.00	288.00	288.00	100.3%	A
Sierra Vista	296.00	296.00	296.00	0.00	296.00	296.00	296.00	100.0%	A
Sierra Vista	200.80	225.42	225.42	24.62	225.42	225.42	225.42	112.2%	A
Sierra Vista	174.30	174.30	174.30	0.00	174.30	174.30	174.30	100.0%	A
Sierra Vista	412.40	470.30	470.30	57.90	470.30	470.30	470.30	114.1%	A
Sierra Vista	22.40	79.00	79.00	56.60	79.00	79.00	79.00	353.1%	A
Sierra Vista	394.70	489.60	489.60	94.90	489.60	489.60	489.60	124.0%	A
Sierra Vista	14.80	15.00	15.00	0.20	15.00	15.00	15.00	101.3%	A
Sierra Vista	102.20	104.80	104.80	2.60	104.80	104.80	104.80	102.5%	A
Sierra Vista	339.20	342.71	342.71	3.51	342.71	342.71	342.71	101.3%	A
Sierra Vista	22.10	30.32	30.32	8.22	30.32	30.32	30.32	137.2%	A
Sierra Vista	516.00	516.00	516.00	0.00	516.00	516.00	516.00	100.0%	A
Sierra Vista	72.10	81.00	81.00	8.90	81.00	81.00	81.00	112.3%	A
Sierra Vista	231.00	312.00	312.00	81.00	312.00	312.00	312.00	135.1%	A
Sierra Vista	288.70	312.00	312.00	23.30	312.00	312.00	312.00	108.1%	A
Sierra Vista	98.80	100.00	100.00	1.20	100.00	100.00	100.00	101.1%	A
Sierra Vista	102.30	100.00	100.00	-2.30	100.00	100.00	100.00	97.7%	A
Sierra Vista	372.80	379.00	379.00	6.20	379.00	379.00	379.00	101.7%	A
Sierra Vista	22.20	41.60	41.60	19.40	41.60	41.60	41.60	187.4%	A
Sierra Vista	21.80	37.00	37.00	15.20	37.00	37.00	37.00	169.7%	A
Sierra Vista	326.80	334.40	334.40	7.60	334.40	334.40	334.40	102.3%	A
Sierra Vista	1481.10	1442.80	1442.80	-38.30	1442.80	1442.80	1442.80	97.4%	A
Sierra Vista	856.20	1036.30	1036.30	180.10	1036.30	1036.30	1036.30	121.0%	A
Sierra Vista	73.80	108.13	108.13	34.33	108.13	108.13	108.13	146.5%	



# California Community Colleges

Fall 2009

## Full-time Faculty Obligation

### Compliance by District

	Compliance Option A				Compliance Option B				Compliance Option
	Fall 2009 Full-Time Faculty Obligation	Fall 2009 Full-Time Faculty Actual	Fall 2009 Full-Time Faculty Difference		Fall 2009 Full-Time Faculty Actual	Fall 2009 Full-Time Faculty Actual	Fall 2009 Full-Time Faculty Percentage	Fall 2009 Full-Time Faculty Percentage	
DISTRICT									
Alameda	135.40	153.00	17.60		153.00	238.41	58.2%	58.2%	A
Rio Hondo	206.60	210.00	3.40		210.00	265.64	71.1%	71.1%	A
Riverside	336.00	353.40	17.40		353.40	720.45	50.1%	50.1%	A
San Bernardino	213.80	240.03	26.23		240.03	438.52	55.0%	55.0%	A
San Diego	594.80	573.81	-20.99		573.81	1072.70	53.9%	53.9%	A
San Francisco	493.80	610.82	117.02		610.82	883.40	68.1%	68.1%	A
San Joaquin Delta	228.80	248.00	19.20		248.00	410.30	60.4%	60.4%	A
San Jose-Evergreen	237.00	248.00	11.00		248.00	424.02	58.5%	58.5%	A
San Luis Obispo	146.40	163.54	17.14		163.54	313.20	51.2%	51.2%	A
San Mateo	338.00	339.18	0.18		339.18	553.83	61.9%	61.9%	A
Santa Barbara	246.40	247.30	0.90		247.30	432.04	57.1%	57.1%	A
Santa Clara	182.80	188.55	5.75		188.55	321.88	58.0%	58.0%	A
Santa Monica	257.40	327.41	70.01		327.41	691.04	48.1%	48.1%	A
Sequoia	189.20	170.77	-18.43		170.77	267.02	64.0%	64.0%	A
Shasta-Trinity	122.10	137.25	15.15		137.25	228.97	59.9%	59.9%	A
Sierra	209.60	221.00	11.40		221.00	475.90	46.4%	46.4%	A
Slack	40.40	40.00	-0.40		40.00	97.18	50.4%	50.4%	A
Solano	188.80	189.95	1.15		189.95	312.81	54.3%	54.3%	A
Sonoma County	302.50	303.24	0.74		303.24	566.25	53.6%	53.6%	A
South Orange	308.80	343.80	35.00		343.80	649.30	63.3%	63.3%	A
Southwestern	285.30	286.81	1.51		286.81	486.01	62.8%	62.8%	A
State Center	495.60	501.00	5.40		501.00	876.88	57.1%	57.1%	A
Ventura	397.20	418.00	20.80		418.00	746.00	55.8%	55.8%	A
Victor Valley	123.10	132.50	9.40		132.50	320.29	41.4%	41.4%	A
West Hills	98.50	101.84	3.34		101.84	188.88	63.7%	63.7%	A
West Valley	52.80	52.79	-0.01		52.79	70.21	67.3%	67.3%	A
West Kern	325.10	313.00	-12.10		313.00	468.06	66.8%	66.8%	A
West Valley-Mission	283.00	288.00	5.00		288.00	458.00	65.4%	65.4%	A
Yosemite	94.40	144.00	49.60		144.00	238.80	60.3%	60.3%	A
Yuba	17,472.78	18,744.58	1,271.80		18,744.58	32,823.85	58.9%	58.9%	A

(\* did not meet obligation)



CALIFORNIA COMMUNITY COLLEGES

CHANCELLOR'S OFFICE

# **WORKGROUP ON 75/25 ISSUES**

## **Report and Recommendations**

**June 1, 2005**