
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, November 17, 2010
5:00 p.m. Closed Session 6:30 p.m. Regular Meeting
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

1.00 Preliminary Matters I

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session – Items on Agenda)

At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Persons wishing to make comments are allowed five minutes per item. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees 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 a later point in the Agenda. 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 of Trustees at, (714) 438-4848, as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.

1.04 Recess to Closed Session

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

1.04.01 Public 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
 - a. Director of Marine Programs
 - b. Vice President
 - c. Associate Dean/Director Student Health Center
 - d. Dean
 - e. Director, Career Services
 - f. Dean Military/Contract Educ Program

- g. Administrative Dean
 - h. Director, Financial Aid & EOPS
 - i. General Manager Food Service
 - j. Dean, Library & Instructional Research
 - k. Associate Dean
 - l. Administrative Director
6. Classified Management
 7. Classified Staff
 - a. Executive Assistant to the President
 8. Reclassification and Reorganization/Reassignment
 - a. Office Assistant IV
 9. Classified Temporary Assignments
 - a. Clerk, Sr
 - b. Staff Aide
 - c. Manager, Employment Services & Records
 - d. Application Project Coordinator
 - e. Special Assignment
 10. Hourly Staff
 11. Substitute Classified
 12. Clinical Advisor/Summer
 13. Medical Professional Hourly Personnel
 14. Student Workers

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

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

Jacobson v. Coast Community College District (Arbitration)
 Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)
 Morgenstern v. Orange Coast College et al., Orange County Superior Court
 Case No. 30-2008-00109222
 Coast Community College Association vs. Coast Community College District,
 PERB Case#LA-CE-54-36-E
 Coast Community College District vs. MEP, Inc. et al., Orange County Superior
 Court Case No. 30-2010-00380564
 NGB Enterprises vs. Coast Community College District, Orange County Superior
 Court Case No. 2010-00423404

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

One case: Arbitration requested by Coast Community College Association

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

**1.04.05 Conference with Labor Negotiator
(Pursuant to Code Section 54957.6)**

Agency Negotiator: Deborah Hirsh, Vice Chancellor, Human Resources

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

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

Position: Chancellor

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

1.06 Pledge of Allegiance – Student Trustee Lee Fuller

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session - Items on Agenda)

At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Persons wishing to make comments are allowed five minutes per item. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board prior to speaking.

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 a later point in the Agenda. 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.

1.09 Presentations, Ceremonial Resolutions and Public Hearings

1.09.01 Coast Community College District Resolution Honoring Walter G. Howald

1.10 Resolutions to Honor and Accept Retirements

1.10.01 Joanne D. Cooper, DIS, Computer Operator, Lead,
retirement effective 12-31-2010

1.10.02 Sharon Daniel, OCC, Instructor, Biological Sciences,
retirement effective 12-20-2010

2.00 Informative Reports I

(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 Report from the Chancellor**
- 2.02 Reports from the Presidents**
- 2.03 Reports from the Presidents of Student Government Organizations**
- 2.04 Reports from the Academic Senate Presidents**
- 2.05 Reports from the Presidents of Employee Representative Groups**
- 2.06 Reports from the Board of Trustees**
- 2.07 Reports from the Board Committees & Review of Board Committee Meeting Dates**
- 2.08 Informative Report on Bullying**
- 3.00 Informative Reports II**
 - 3.01 Opportunity for the Board to Review Proposed Revisions to Board Policy 040-7-2, Inspection and Copying of Public Records**
 - 3.02 Opportunity for the Board of Trustees to Discuss Proposed Policy 010-2-28 (BP 2228), Trustees Serving on Boards of Ancillary Organizations**
 - 3.03 Changes in Signatories for Union Bank Accounts**
 - 3.04 Review of Internal Audit Report**
- 4.00 Matters for Review, Discussion and/or Action**
 - 4.01 Board Meeting Dates**
 - 4.02 Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)**
 - 4.03 The Board Directives Log**
 - 4.04 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
 - 4.05 Quarterly Financial Status Report**

CONSENT CALENDAR

- 5.00 Travel**
 - 5.01 Authorization for Attendance at Meetings and/or Conferences**

- 6.00 Curriculum Approval**
 - 6.01 DIS – Approval of Curriculum**
- 7.00 Authorization for Student Trips**
 - 7.01 CCC – Student Trips**
 - 7.02 GWC – Student Trips**
 - 7.03 OCC – Student Trips**
- 8.00 Authorization for Special Projects**
 - 8.01 CCC – Special Projects**
 - 8.02 DIS – Special Projects**
 - 8.03 GWC – Special Projects**
 - 8.04 OCC – Special Projects**
- 9.00 Authorization to Apply for Funded Programs**
 - 9.01 DIS - Authorization to Apply for Funded Programs**
- 10.00 Authorization for Disposal of Surplus**
 - 10.01 DIS – Authorization for Disposal of Surplus**
- 11.00 Authorization to Enter Into Standard Telecourse Agreements**
 - 11.01 CCC – Authorization to Enter Into Standard Telecourse Agreements**
- 12.00 Approval of Standard Agreements**
 - 12.01 DIS – Standard Agreements**
- 13.00 Authorization for Purchase of Institutional Memberships**
 - 13.01 CCC – Institutional Memberships**
 - 13.02 DIS – Institutional Memberships**
 - 13.03 GWC – Institutional Memberships**
 - 13.04 OCC – Institutional Memberships**
- 14.00 Authorization for Off-Campus Assignments**
 - 14.01 DIS – Off-Campus Assignments**

- 15.00 Authorization for Sailing Program**
 - 15.01 OCC – Sailing Program**
- 16.00 Personnel Items**
 - 16.01 DIS – Personnel Items**
 - a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
 - b. Authorization for Leaves of Absence
 - c. Authorization for Changes in Salary Schedules
 - d. Authorization for Schedule Changes, Classified Staff
 - e. Authorization for Professional Experts
- 17.00 Authorization for Independent Contractors**
 - 17.01 CCC – Independent Contractors**
 - 17.02 DIS – Independent Contractors**
 - 17.03 GWC – Independent Contractors**
 - 17.04 OCC – Independent Contractors**
- 18.00 Authorization for Staff Development**
 - 18.01 GWC - Staff Development**
- 19.00 Approval of Purchase Orders**
 - 19.01 DIS – Purchase Orders**
- 20.00 Ratification/Approval of Checks**
 - 20.01 DIS – Ratification/Approval of Checks**
- 21.00 Check List for General Obligation Bond Fund**
 - 21.01 DIS –General Obligation Bond Fund**

ACTION SECTION

- 22.00 Approval of Agreements**

- 22.01 CCC – Approve Agreement between the Active Network and the Coast Community College District for the Use of their Website for Fundraising and Event Management Purposes**
- 22.02 CCC – Approve Amendment to Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North**
- 22.03 CCC – Approve Amendment to Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - South**
- 22.04 CCC – Approve Agreement between the Embassy Suites Sacramento and the Coast Community College District for the Location of the Business Education Statewide Advisory Committee (BESAC) Annual Conference**
- 22.05 CCC – Approve an Amendment to an Agreement between Worth Publishers and the Coast Community College District to Publish the Fourth Edition of the Telecourse Student Guide for Transitions throughout the Life Span**
- 22.06 CCC – Approve Consulting Agreement between Fremont College and the Coast Community College District to Assist in their Development of 14 Hybrid/Online Courses in Business and Liberal Studies**
- 22.07 CCC – Approve Agreement between Hobsons, Inc., Apply Yourself, Inc. and the Coast Community College District for the Use of Hobsons Enrollment Management Technology (EMT) Systems**
- 22.08 CCC – Approve Agreement between the Westin South Coast Plaza and the Coast Community College District for Location of the Visionary of the Year Award Gala**
- 22.09 DIS – Approve Agreement with Townsend Public Affairs, Inc. for Legislative Consulting Services**
- 22.10 DIS – Approval of Agreement with Vasquez & Company, LLC, for District External Audit Services**
- 22.11 DIS – Approval of Educational Administrator Agreements**
- 22.12 OCC – Approve Agreement between Augusoft Corporation and the Coast Community College District/Orange Coast College Community Education Department to Purchase Augusoft Lumens Professional Package with 1M Customization Package**
- 22.13 OCC – Approve Agreement between California State University, on behalf of CSU Long Beach, and the Coast Community College District to Place Social Work Interns from CSULB in the OCC Student Health Center to Provide Services to OCC Students**
- 23.00 Buildings and Grounds Approvals**

- 23.01 DIS – Approve Standard Professional Services Agreement with Allana Buick & Bers; Coastline Newport Beach Learning Center**
- 23.02 DIS – Approve Standard Architectural Services Agreement with Dougerty + Dougerty; Orange Coast College Classroom Refurbishment Project**
- 23.03 DIS – Bid Tabulations and Award of Neurodiagnostic and Polysomnography Systems for the Orange Coast College (ABC Building); Bid No. 1988**
- 24.00 General Items of Business**
 - 24.01 DIS – Approval of Material Fees**
 - 24.02 DIS – Approval of Contractors for FY 2010-2011 Pursuant to District’s Standard Annual Agreement for Contractor Services**
- 25.00 Resolutions**
 - 25.01 DIS – Resolution # 10-27 To Enter into an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children’s Center Infant and Toddler Resource Grant (CCAP-0064)**
 - 25.02 DIS – Resolution # 10-29 For Layoff Due to Lack of Funds: One Stop Center Coastline Community College**
- 26.00 Approval of Minutes**
 - 26.01 Approval of Minutes of Regular Meeting of November 3, 2010**
- 27.00 Policy Implementation**
 - 27.01 DIS – Adoption of Policy 010-2-27 (BP 2227) Board of Trustees’ Legislative Affairs Committee**
 - 27.02 DIS – Appointments to the Board of Trustees’ Legislative Affairs Committee**
- 28.00 Close of Meeting**
 - 28.01 Public Comment (Items Not on Agenda)**
 - 28.02 Adjournment**

PRELIMINARY MATTERS
(White Pages)

**Wednesday, November 17, 2010
Regular Meeting**

1. Preliminary Matters

Subject	1.01 Call to Order
Meeting	Nov 17, 2010 - Regular Meeting
Category	1. Preliminary Matters
Access	Public
Type	Preliminary Matters

Call to Order

Subject **1.02 Roll Call**
Meeting Nov 17, 2010 - Regular Meeting
Category 1. Preliminary Matters
Access Public
Type Preliminary Matters

Roll Call

Subject **1.03 Public Comment (Closed Session - Items on Agenda)**
Meeting Nov 17, 2010 - Regular Meeting
Category 1. Preliminary Matters
Access Public
Type Preliminary Matters

Public Comment (Closed Session - Items on Agenda)

Subject **1.04 Recess to Closed Session**
Meeting Nov 17, 2010 - Regular Meeting
Category 1. Preliminary Matters
Access Public
Type Preliminary Matters

Recess to Closed Session

- 1.04.01 Public Employment
(Pursuant to Government Code Section 54957 (b)(1))
- 1.04.02 Conference with Legal Counsel: Existing Litigation
(Pursuant to sub-section "a" of Government Code Section 54956.9)
- 1.04.03 Conference with Legal Counsel: Existing Litigation
(Pursuant to sub-section "b" of Government Code Section 54956.9)
- 1.04.04 Public Employee Discipline/Dismissal/Release
(Pursuant to Government Code Section 54957)
- 1.04.05 Conference with Labor Negotiator
(Pursuant to Code Section 54957.6)
- 1.04.06 Public Employee Performance Evaluation
(Pursuant to Government Code Section 54957)

Subject **1.05 Reconvene Regular Meeting at 6:30 p.m.**
Meeting Nov 17, 2010 - Regular Meeting
Category 1. Preliminary Matters
Access Public
Type Preliminary Matters

Reconvene Regular Meeting at 6:30 p.m.

Subject **1.06 Pledge of Allegiance**
Meeting Nov 17, 2010 - Regular Meeting
Category 1. Preliminary Matters
Access Public
Type Preliminary Matters

Pledge of Allegiance - Student Trustee Lee Fuller

Subject **1.07 Report of Action in Closed Session (if any)**
Meeting Nov 17, 2010 - Regular Meeting
Category 1. Preliminary Matters
Access Public
Type Preliminary Matters

Report of Action in Closed Session (if any)

Subject **1.08 Public Comment (Open Session - Items on Agenda)**
Meeting Nov 17, 2010 - Regular Meeting
Category 1. Preliminary Matters
Access Public
Type Preliminary Matters

Public Comment (Open Session - Items on Agenda)

Subject **1.09 Presentations, Ceremonial Resolutions and Public Hearings**
Meeting Nov 17, 2010 - Regular Meeting
Category 1. Preliminary Matters
Access Public
Type Preliminary Matters

Presentations, Ceremonial Resolutions and Public Hearings

1.09.01 Coast Community College District Resolution Honoring Walter G. Howald

WHEREAS, Trustee Walter G. Howald was elected to the Board of Trustees in November 1985; and

WHEREAS, Trustee Walter G. Howald, since joining the Board, has served as a tireless advocate for the needs and wants of community college students throughout California and the United States; and

WHEREAS, the Board of Trustees, appreciating the many talents, skills and leadership abilities of Trustee Walter G. Howald, has appointed him to serve as President and Vice President of the Board on multiple occasions; and

WHEREAS, Trustee Walter G. Howald has demonstrated statewide leadership by serving as an officer, and President, of the California Community College Trustees; and

WHEREAS, Trustee Walter G. Howald has affirmed his dedication to access and opportunity for students by stressing the importance of Diversity, making presentations to the District Student Council on Diversity, and serving on the Diversity Committee of the Association of Community College Trustees; and

WHEREAS, Trustee Walter G. Howald has further emphasized his commitment to increased opportunities and access for students by collaborating with the Administration of the Coast Community College District to develop and implement a system for common course numbering at Coastline Community College, Golden West College and Orange Coast College; and

WHEREAS, Trustee Walter G. Howald served as a founding member of the District's Career Technical Education Task Force, and later as Chair of the Board's Career Technical Education Committee, providing leadership and guidance to the workforce development initiatives pursued by each of our three colleges; and

WHEREAS, Trustee Walter G. Howald has ably served as the Chair of the Board's Land Development Committee, offering his experience and skills to help facilitate the development of critical facilities initiatives for the District's students.

NOW, THEREFORE BE IT RESOLVED, that on this day, the Seventeenth of November, 2010, the Board of Trustees hereby recognizes the many contributions of Trustee Walter G. Howald in his twenty-five years of distinguished service to the students of the Coast Community College District.

Subject 1.10 Resolutions to Honor and Accept Retirements
Meeting Nov 17, 2010 - Regular Meeting
Category 1. Preliminary Matters
Access Public
Type Preliminary Matters

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:

Classified

1.10.01 Joanne D. Cooper, DIS, Computer Operator, Lead, retirement effective 12/31/2010

Whereas, Joanne Cooper, Computer Operator, Lead is retiring from the Coast Community College District effective the thirty-first day of December 2010; and

Whereas, Joanne Cooper first came to Coast Community College District in 1975 as a keypunch operator. She worked for six years, becoming Keypunch Operator, Sr. Lead, then Data Control Clerk, then Data Control Clerk, senior lead. Joanne left in 1981 to open her own business - Jo's Knit Wit, a yarn shop. This kept her VERY busy for 17 ½ years. After 15 years, working seven days a week, she finally got a little tired and decided she needed a job with benefits and shorter work weeks. Joanne kept going for 2 ½ more years, then closed the shop in 1998. Joanne worked for a short period of time, from September of 1998 until July of 1999, at the Newport Mesa School District office on Bear Street in Costa Mesa. She was officially a Data Entry Operator, but also took care of the book depository and the audio visual department. Three people retired, and due to budget cutbacks, they replaced those three with one person, Joanne. After doing this for approximately 10 months, she learned there was an opening at CCCD. Joanne applied and was hired. She worked for Mickey Mefford until his retirement. At that time the Operations Department and the Technical Services Department were merged under the supervision of Don Cock; and

Whereas, Joanne Cooper states, "I have enjoyed my years here and all the people that I have met and with whom I have worked. I will miss most of them, but I am moving on to another chapter in life. After being single since a divorce in 1970, I am going to try marriage again. I think this one will be happy and for the most part, harmonious. We will be living in the small town of Tehachapi, which is about 155 miles north of here. After being in Costa Mesa almost all of my life, it has finally become too crowded and the traffic is horrendous. It was a nice place in the 50s and 60s, but it has all changed, as most things do"; and

Whereas, finally, Joanne Cooper states, "Thanks to all of the people at the district, with whom I have interacted, for being so nice and to some who have become close friends. I bid you all a fond farewell and invite you to stop in our little town if you are ever up that way and we will show you around."

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Joanne Cooper on this day, the seventeenth of November in the year 2010.

Faculty

1.10.02 Sharon Daniel, OCC, Instructor, Biological Sciences, retirement effective 12/20/10.

Whereas, Sharon Daniel, Instructor, Biological Sciences is retiring from Orange Coast College effective the twentieth day of December 2010; and

Whereas, Sharon Daniel has served Orange Coast College and its students, with distinction, for 37 years, teaching in the Biology Department; and

Whereas, during Sharon Daniel's outstanding career as a full time faculty member at Orange Coast College, she has helped thousands of Orange Coast College students learn biology, many of which have continued their education and entered the professional fields of teaching, medicine, and other allied health disciplines. Sharon not only served her students in the classroom, but was also a leader in the Biology Department; and

Whereas, Sharon Daniel, who has been the faculty advisor for Orange Coast College's "Doctors of Tomorrow" club hosted Orange Coast College's first "Biomedical Sciences Conference" in October 2010 that included distinguished speakers who held Ph.D. degrees from Harvard University and the University of California, Irvine campus. Sharon also helps lead Orange Coast College's efforts to institute the first Plastination Lab on Orange Coast College's campus, that has successfully served thousands of students; and

Whereas, coworkers state, "Sharon Daniel has been an outstanding faculty member at Orange Coast College, and her legacy for helping develop the Biology Department to the national reputation that it enjoys will continue for many years to come. We will miss Sharon very much, and wish her the best of everything on her new journey, and she will always be considered part of Orange Coast College's family.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Sharon Daniel for her years of service to Orange Coast College and the Coast Community College District and offer her sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Sharon Daniel on this day, the seventeenth of November in the year 2010.

GENERAL INFORMATION AND REPORTS
(White Pages)

2. Informative Reports I

Subject 2.01 - 2.08 Informative Reports
Meeting Nov 17, 2010 - Regular Meeting
Category 2. Informative Reports I
Access Public
Type Informative Reports

2.01 Report from the Chancellor

Dr. Ding-Jo H. Currie

2.02 Reports from the Presidents

Dr. Loretta Adrian, Coastline Community College
Dr. Dennis Harkins, Orange Coast College
Wes Bryan, Golden West College

2.03 Reports from the Presidents of Student Government Organizations

Lisa Okamoto, Coastline Community College
David Salai, Golden West College
Catherine Tran, Orange Coast College

2.04 Reports from the Academic Senate Presidents

Nancy Jones, Coastline Community College
Theresa Lavarini, Golden West College
Vesna Marcina, Orange Coast College

2.05 Reports from the Presidents of Employee Representative Groups

Ann Nicholson, Coast Federation of Classified Employees (CFCE)
Dr. Barbara Price, Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA)
Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT)
Christina Irvin, Association of Confidential Employees (ACE)
Vince Rodriguez, Coast District Management Association (CDMA)

2.06 Reports from the Board of Trustees

Trustee Jerry Patterson, Board President
Trustee Dr. Lorraine Prinsky, Board Vice President
Trustee Jim Moreno, Board Clerk
Trustee Walter G. Howald
Trustee Mary L. Hornbuckle
Student Trustee Lee Fuller

2.07 Reports from the Board Committees & Review of Board Committee Meeting Dates

Accreditation Committee

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

Land Development - November 22, 2010 at 10:00 a.m., Board of Trustees' Conference Room

Career Technical Education - December 14, 2010 at 1:00 p.m., Board of Trustees' Conference Room

2.08 Informative Report on Bullying

At the request of the Board President, Trustees shall receive an informative report on bullying on college campuses from Dr. Eduardo Arismendi-Pardi, Orange Coast College Faculty Member and Former President of the Orange Coast College Academic Senate. (See Attachment # 15)

3. Informative Reports II

Subject 3.01 - 3.04 Informative Reports
Meeting Nov 17, 2010 - Regular Meeting
Category 3. Informative Reports II
Access Public
Type Informative Reports

3.01 Opportunity for the Board to Review Proposed Revisions to Board Policy 040-7-2, Inspection and Copying of Public Records

At the request of the Board President, Trustees shall have the opportunity to review proposed revisions to Board Policy 040-7-2, "Inspection and Copying of Public Records." Additions to the policy are in **bold** and deletions are in ~~strikethrough~~. After Trustee review and comment, these proposed revisions to the policy will be returned to the December 8, 2010 meeting for adoption. (See Attachment # 16)

3.02 Opportunity for the Board of Trustees to Discuss Proposed Policy 010-2-28 (BP 2228), Trustees Serving on Boards of Ancillary Organizations

At the Request of the Board President, Trustees shall have the opportunity to discuss Policy 010-2-28 (BP 2228), Trustees Serving on Boards of Ancillary Organizations. After Trustee review and comment, this policy will be returned to the Action Section of the December 8, 2010 Agenda for adoption. (See Attachment # 19)

3.03 Changes in Signatories for Union Bank Accounts

Background

Kimberly Allen, the Administrative Director, Fiscal Affairs and designated Contracting Agent is authorizing changes for signatories in District bank accounts as listed. The District has had significant changes in staffing which requires changes in the signatories for many of the bank accounts.

Cheryl Blocker, Manager of Accounting, will be removed on the following Union Bank accounts for items issued after October 15, 2010, due to retirement.

*****3767	CCCD Student Refunds
*****3775	CCCD Credit Card Registration
*****6635	CCCD Federal Perkins Loan Program
*****1100	CCCD Federal Letter of Credit Account
*****7504	CCCD Federal Financial Aid Special Account
*****1340	CCCD State of California Grant Program
*****3600	CCCD Financial Aid Disbursement Account
*****7157	CCCD Revolving Cash Fund

In addition, the new Vice Chancellor of Administrative Services and Finance, W. Andrew Dunn, will be added to the following Union Bank accounts after October 18, 2010.

*****3767	CCCD Student Refunds
*****3775	CCCD Credit Card Registration
*****6635	CCCD Federal Perkins Loan Program
*****1100	CCCD Federal Letter of Credit Account
*****7504	CCCD Federal Financial Aid Special Account
*****1340	CCCD State of California Grant Program
*****3600	CCCD Financial Aid Disbursement Account
*****7157	CCCD Revolving Cash Fund

*****7173	CCCD Cash Clearing
*****7029	OCC Cash Clearing
*****7432	GWC Cash Clearing
*****7203	CCC Cash Clearing

Goal/Purpose

To provide the correct bank signatures on all check/warrants issued by the District.

Recommendation

After review by the Vice Chancellor, Administrative Services, it is recommended by the Chancellor that the Board approve the changes made for signatories for Union Bank accounts.

Fiscal Impact

None

3.04 Review of Internal Audit Report

The following Activity Report for the period July 1, 2010 through September 30, 2010, is submitted by: Richard Kudlik, CPA, Director of Internal Audit Services.

A. Status of Audit Work Performed During the Quarter Ended September 2010

Change Fund Audit – During the reporting period, Internal Audit Services performed random counts of change funds as well as EOPS/CARE gas and meal cards at all of the campuses. No significant issues were noted.

Review of Bank Reconciliations – During the reporting period, Internal Audit Services reviewed account reconciliations for open bank accounts for the quarter ended June 2010. No significant issues were noted.

Payroll – During the reporting period, Internal Audit Services reviewed changes made to each payroll report from April 1, 2010 through June 30, 2010 and selected a random sample of changes to ensure that proper authorization existed to justify the change made to the respective payroll report. No significant issues were noted.

GASB 35 Facilitation (Capital Assets) – During the reporting period, Internal Audit Services assisted the campuses in the input of capital assets purchased exceeding the \$5,000 threshold previously set. In addition, random selections were made of assets purchased during fiscal 2010/2011 at each campus and verified as being tagged with the assigned asset number. During the reporting period, Internal Audit Services assisted in the preparation of a year-end reconciliation to ensure the completeness of the information previously entered into the system. No significant issues were noted.

Construction Project Audits – During the reporting period, Internal Audit Services regularly attended three (3) weekly construction project meetings and others as requested, at all campuses to ensure proper compliance with District procedures and State requirements.

GASB 45 Actuarial Valuations – During the reporting period, Internal Audit Services coordinated the completion of the retiree health liability actuarial valuation with both Board approved actuaries. The final report and recommendations were presented to the Board of Trustees in September of 2010.

Coordination of External Audit – During the reporting period, Internal Audit Services coordinated the final audit fieldwork of Vicenti, Lloyd & Stutzman LLP for fiscal year 2009/2010. Final audit testing was performed on the Campuses in August and at the District in October.

4. Matters for Review, Discussion and/or Action

Subject 4.01 - 4.05 Matters for Review, Discussion and/or Action
Meeting Nov 17, 2010 - Regular Meeting
Category 4. Matters for Review, Discussion and/or Action
Access Public
Type Matters for Review, Discussion and/or Action

4.01 Board Meeting Dates

December 8, 2010 - Regular/Organizational Meeting
January 19, 2011 - Regular Meeting
February 2, 2011 - Regular Meeting
February 16, 2011 - Regular Meeting
March 2, 2011 - Regular Meeting
March 16, 2011 - Regular/Study Session
April 6, 2011 - Regular Meeting
April 20, 2011 - Service Awards
May 4, 2011 - Regular Meeting
May 18, 2011 - Regular Meeting
June 15, 2011 - Regular/Study Session
July 20, 2011 - Regular Meeting
August 3, 2011 - Regular/Study Session
August 17, 2011 - Regular Meeting
September 7, 2011 - Regular/Study Session
September 21, 2011 - Regular Meeting
October 5, 2011 - Regular Meeting
October 19, 2011 - Regular/Study Session
November 2, 2011 - Regular Meeting
November 16, 2011 - Regular Meeting
December 4, 2011 - Organizational Meeting

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

November 18-20, 2010 Pasadena, CA, CCLC / CCCT Annual Convention and Partner Conferences
January 21-24, 2011 Sacramento, CA, CCLC / CCCT Effective Trusteeship Workshop
January 22, 2011 Sacramento, CA, CCLC Board Chair Workshop
January 23 & 24, 2011 Sacramento, CA, CCLC Annual Legislative Conference
January 26-29, 2011 Newport Beach, CA, AACC Workforce Development Institute
February 13-16, 2011 Washington D.C., ACCT National Legislative Summit
March 8-11, 2011 Pacific Grove, CCLC Asilomar Leadership Skills Seminar
April 9-12, 2011 New Orleans, LA, AACC's Annual Convention
April 15-16, 2011 Sacramento, CA, CCCT Executive Committee and Board Meetings
April 29- May 1, 2011 Monterey, CA, CCLC Annual Trustees Conference
June 17-18, 2011 Sacramento, CA CCCT Executive Committee and Board Meetings
October 12-15, 2011 Dallas, TX, ACCT Annual Leadership Congress

4.03 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.

4.04 Buildings and Grounds Reports

Orange Coast College New Consumer Health & Science Lab (ABC) Building

Architect: LPA Architecture

Construction Manager: CW Driver

Est. Completion: December 2010

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

Project Status: Interior and exterior building work continue feverishly. Inside the building, the installation of overhead acoustic ceilings is concluding, installation of tile and epoxy flooring is ongoing, and accessories/trim pieces are being installed throughout the building. Installation of the irrigation system and exterior hardscape will be ongoing for the next month.

Orange Coast College Student Center Renovation

Architect: AEPC Architecture

Construction Manager: CW Driver

DSA Approval: April 2010

Construction Start: June 2010

Est. Completion: January 2011

Funding: Measure C General Obligation Bond

Project Status: The exterior facade of the Student Center Classroom addition, Associated Students office addition, and Kitchen/Culinary Lab remodel is nearing completion with final painting scheduled for completion on November 15. Inside the building the "rough" electrical, mechanical, and plumbing work has been completed. Currently the installation of drywall, window frames, and door frames are predominant construction activities.

Golden West College Learning Resource Center

Architect: Steinberg Group

Construction Manager: URS

DSA Approval: March 2008

Construction Start: July 2008

Est. Completion: December 2010

Funding Source: Measure C General Obligation Bond

Project Status: The progress on this project was slowed as a result of a prime contractor-subcontractor dispute. The District was able to facilitate a resolution of this issue and the work was restored as of 10/28. Substantial completion by calendar year-end is still attainable, however all project "float" days have been exhausted and any additional problems will directly impact the project schedule. Concerns from subcontractors continue to arise, and the project team is working diligently to assist in the resolution of these concerns in order to avoid further project delays.

Coastline College Newport Beach Learning Center

Architect: LPA Architecture

Construction Manager: CW Driver

DSA Approval (Phase II: Building Construction): Pending (Estimated January 2011)

Est. Construction Start: August 2010 (Phase I: Site Preparation)

Est. Completion: June 2012

Funding: Measure C General Obligation Bond

Project Status: Site excavation activities have begun. One of the Leadership in Energy Efficient Design (LEED) features of this new building includes the installation of an onsite storm water retention system. Contrary to the typical discharge of storm water to the ocean, water will be captured and utilized to replenish the ground water supply. DSA approval of this system has been delayed pending further soil analysis as required by the California Geological Survey (CGS). This delay will not impact the overall project schedule.

4.05 Quarterly Financial Status Report

Section 58310 of Title 5 of the *California Code of Regulations* requires that the District file a Quarterly Financial Status Report (Form CCFS-311Q) with the State Chancellor's office each quarter. Attached to each Trustee's agenda is the First Quarter Financial Status Report ending September 30, 2010. The report contains the CCFS-311Q State Chancellor's Report, a General Fund Financial Status Report and Fund Balance Report for all funds. (See Attachment # 9)

Fiscal Impact: None

File Attachments

[11-17-10 Meeting.pdf \(131 KB\)](#)

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.

5. Travel

Subject 5.01 Authorization for Attendance at Meetings and/or Conferences
Meeting Nov 17, 2010 - Regular Meeting
Category 5. Travel
Access Public
Type Consent

Meetings for the Board of Trustees

None

Meetings for Faculty and Staff

AmandaBest, Instructor (GWC), to attend the National Council for the Advancement of Ceramic Art Annual Conference, March 29 - April 3, 2011, Tampa, FL, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$185, travel by Air Coach, rental car and insurance, to be paid from IPD AFT conference funds.

TreisaS Cassens, Librarian (GWC), to attend the American Librarian Association Midwinter Meeting, January 7-12, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$245, to be paid from IPD AFT conference funds.

AliceChu, Instructor (GWC), to attend the US Generally Accepted Accounting Principles and International Financial Reporting Standards Comparison Course, December 10, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$318, including a registration fee of \$300, to be paid from IPD AFT conference funds.

AliceChu, Instructor (GWC), to attend the US General Accepted Accounting Principles Technical Update Course, December 17, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$318, including a registration fee of \$300, to be paid from IPD AFT conference funds.

Ding-JoH Currie, Chancellor (CCCD), to attend the Association of Community College Trustees National Legislative Summit, February 13-16, 2011, Washington, DC, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$679, travel by Air Coach, to be paid from Chancellor's conference funds.

Caroll Flowers, Hourly Instructor (OCC), to attend the Teachers of Accounting at Two-Year Colleges Conference 2010, May 10 - 16, 2011, Minneapolis, MN, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$700, travel by Air Coach, rental car and insurance, to be paid from CFE/AFT Professional Development.

MarilynJ Kennedy, Instructor (OCC), to attend the Popular Culture and American Culture Association National Conference, April 20 - 23, 2011, San Antonio, TX, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$150, travel by Air Coach, to be paid from CFE Contracted PDI Full Time Conference Funds.

RichardT Pagel, Vice President (OCC), to attend the Western Association of College & University Business Officers 2010 Strategic Planning & Resource Allocation, December 1 - 4, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$299, travel by Air Coach, rental car and insurance, to be paid from Ancillary Account.

MarthaM Parham, Dist Dir Mark & Pub (CCCD), to attend the Community College League of California Annual Legislative Conference, January 22-24, 2011, Sacramento, CA, without loss of salary, with

reimbursement for allowable expenses of \$1,500, including a registration fee of \$385, travel by Air Coach, to be paid from Public Information Management Conference Funds.

JasmahS Pierstorff, Child Care Centr Ast (OCC), to attend the Orange County Department of Education - Young Artists Workshop, December 4, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$25, including a registration fee of \$25, to be paid from Children's Center Foundation Funds.

VictorR Quiros, Instructor (GWC), to attend the Immigration Law Fundamentals Seminar, December 7, 2010, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$325, including a registration fee of \$295, to be paid from IPD AFT conference funds.

6. Curriculum Approval

Subject **6.01 DIS - Approval of Curriculum**
Meeting **Nov 17, 2010 - Regular Meeting**
Category **6. Curriculum Approval**
Access **Public**
Type **Consent**

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

File Attachments

[Curriculum 11-17-10.pdf \(57 KB\)](#)

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 Spring 2011

	FROM	TO
<u>ESL Writing Center G011 – Present & Present Progressive Tense Skills Development</u>		
Course Hours:	9/lab	36/lab
Course Units:	.25	1.0
Course Title	Present & Present Progressive Tense Skills Development	Basic Present, Past and Future Tense Skills Development
<u>ESL Writing Center G025 – Sentence Combining, Intro</u>		
Course Hours:	9/lab	18/lab
Course Units:	.25	.50
Course Title:	Sentence Combining, Intro	Intro to Sentence Combining and Past Habit – “Used to”
<u>ESL Writing Center G026 – Prepositions, Introduction to</u>		
Course Hours:	9/lab	18/lab
Course Units:	.25	.50
Course Title:	Prepositions, Intro to	Introduction to Spelling and Prepositions
<u>ESL Writing Center G044 – The Formation and Use of Modal Auxiliaries</u>		
Course Hours:	9/lab	18/lab
Course Units:	.25	.50
<u>ESL Writing Center G054 – Passive Voice Skills Development</u>		
Course Hours:	9/lab	18/lab
Course Units:	.25	.50
Course Title:	Passive Voice Skills Development	The Formation and Use of Passive Voice, And Participial Adjectives
<u>ESL Writing Center G056 – Present Perfect</u>		
Course Hours:	9/lab	36/lab
Course Units:	.25	1.0
Course Title:	Present Perfect	Present and Past Perfect and Perfect Progressive Tenses
<u>Political Science G120 – Principles of United Nations</u>		
Course Hours:	36/Lec and 54/Lab	54/Lec

Effective Fall 2011

FROM

TO

Biology G185 – Principles of Zoology

Prerequisite: None

Math G030 or Mathematics Placement Assessment

Biology G190 – General Botany

Prerequisite: None

Math G030 or Mathematics Placement Assessment

Political Science G120H – United Nations – Principles, Honors

Course Hours: 36/lec 54/lab

54/lec

Course Retirements:

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

Golden West College

Effective Fall 2011

ESLW G12 – Simple Future Tense

ESLW G13 – Past and Past Progressive Tense Skills Development

ESLW G15 – Past habit – “Used to”

ESLW G27 – Spelling, Introduction to

ESLW G55 – Formation and Use of participial Adjectives

ESLW G57 – Present Perfect Progressive

ESLW G58 – Past Perfect

ESLW G59 – Past Perfect Progressive

7. Authorization for Student Trips

Subject **7.01 CCC - Student Trips**
Meeting Nov 17, 2010 - Regular Meeting
Category 7. Authorization for Student Trips
Access Public
Type Consent

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

Conference/Activity: Nick's Pizza
Location: Costa Mesa
Date: December 13, 2010
Department: Special Programs and Services for the Disabled
Transportation: Personal transportation

Conference/Activity: Community College League of California
Location: Pasadena
Dates: November 20, 2010
Department: ASG/Student Services
Cost/purpose/funding source: \$75 from ASG funds, to attend special breakfast focus session on Veterans' Affairs, breakfast and miscellaneous expenses.
Transportation: Personal transportation

Subject **7.02 GWC - Student Trips**
Meeting Nov 17, 2010 - Regular Meeting
Category 7. Authorization for Student Trips
Access Public
Type Consent

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.

International Student Exchange as Required Within the U.S. Department of Education FIPSE NARET Grant P116N060028.

Location: Mexico

Date(s): December 26, 2010 – January 24, 2011

Department: North American Renewable Energy Training Project (NARET) Grant

Cost/purpose/funding source: \$22,000 for air coach, food and lodging from FIPSE NARET grant funds.

Model United Nations Conference

Location: Riverside Community College

Date(s): February 5, 2011

Department: Business and Social Sciences

Cost/purpose/funding source: \$280 from Model United Nations Club funds.

Subject 7.03 OCC - Student Trips
Meeting Nov 17, 2010 - Regular Meeting
Category 7. Authorization for Student Trips
Access Public
Type Consent

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.

Poly San Luis Obispo Design Village Competition

Location: San Luis Obispo, CA

Date: April 15-17, 2011

Department: Architecture Club

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

Transportation: District vehicles

Santa Barbara International Film Festival

Location: Santa Barbara, CA

Date: January 26-28, 2011

Department: Architecture

Cost/Purpose/Funding Source: No cost to District, Architecture 201 design project.

Transportation: District vehicles

Fall 2010/Winter 2011 - OCC Overnight Athletic Trips:

Men's Water Polo, Coach: Julian Gonzalez

Assistant Coach: James Newton

October 14-17, Cuesta Tournament, San Luis Obispo

November 11-14, Southern California Regionals, Citrus College

November 17-21, State Championships, American River College

8. Authorization for Special Projects

Subject **8.01 CCC - Special Projects**
Meeting Nov 17, 2010 - Regular Meeting
Category 8. Authorization for Special Projects
Access Public
Type Consent

Visionary of the Year Awards

Date: May 21, 2010; 5:30 - 7:00 p.m.
Location: The Westin South Coast Plaza, Costa Mesa
Department: Foundation
Purpose: Fundraising
Cost/purpose: \$36,000/food, facility and equipment rental, entertainment
Funding Source: Sponsors and Attendees.

CCC EBUS Guangzhou Xiang Jiang High School Visit

Date: November 15 – 19, 2010; 8:00 a.m. – 5:00 p.m.
Location: College Center
Department: Contract Education
Purpose: To participate in meetings and tour District and college campuses.
Cost/Purpose: \$300/Materials and Refreshments
Funding source: Contract Education Ancillary funds

CLEP and DANES Testing Open House

Date: December 1, 2010; 3:00 – 6:00 p.m.
Location: Coastline Career Center at the Orange County One-Stop Center in Westminster
Department: Contract Education
Purpose: To promote the opening of our CLEP & DANES Test Center
Cost/purpose: \$300/ Material and Refreshments
Funding Source: Contract Education Ancillary funds

Subject 8.02 DIS - Special Projects
Meeting Nov 17, 2010 - Regular Meeting
Category 8. Authorization for Special Projects
Access Public
Type Consent

Vision 2020 Focus Group Meetings

Date: November 29-30, 2010
Location: District Office
Department: Chancellor's Office
Purpose: Focus group planning sessions for the 2020 Master Plan.
Cost/Purpose: \$650/Materials and Refreshments
Funding Source: Vision 2020 Grant funds

Vision 2020 Meeting

Date: December 6, 2010
Location: District Board Room
Department: Chancellor's Office
Purpose: Planning session for the 2020 Master Plan.
Cost/Purpose: \$650/Materials and Refreshments
Funding Source: Vision 2020 Grant funds

Negotiation Workshops

Date: November 18, 2010 through January 31, 2011 - Two one-day sessions and one two-day session, dates dependent on coordination of calendars for facilitator and participants
Location: District
Department: Chancellor's Office
Purpose: Training for management and union bargaining teams in interest-based bargaining process, relationship building and maintenance, and complementary communication skills
Cost/Purpose/Funding Source: \$1,600 total for all workshops for refreshments and materials to be paid from CFE, CFCE, Coast CCA, and District funds

Economic & Workforce Development Symposium

Date: November or December 2010; date to be determined based on availability of participants
Location: District Board Room or College Facility, depending on room availability
Department: Chancellor's Office
Purpose: Coast will host an Economic and Workforce Development Symposium with Mr. Joel Ayala, Director of Economic Development from the Governor's Office, and state, regional and local workforce participants. The agenda will be "Setting the Agenda for Economic and Workforce Development."
Cost/Purpose/Funding Source: NTE \$500.00 for event-related expenses, food and refreshments for approximately 30-40 attendees to be paid from District funds

Subject 8.03 GWC - Special Projects
Meeting Nov 17, 2010 - Regular Meeting
Category 8. Authorization for Special Projects
Access Public
Type Consent

Preceptor Instructor Course, Rio Hondo College

Date(s): December 13 and 14, 2010

Department: Health Professions-HWI/RHORC

Purpose: Provide two-day workshop to prepare preceptor instructors

Cost/purpose/funding source: \$1500 for food and supplies from RHORC Trust funds.

President's Holiday Open House

Date(s): December 1, 2010

Department: President's Office

Purpose: Annual holiday activity for faculty and staff

Cost/purpose/funding source: \$2,000 for food, supplies and printing from discretionary funds.

Subject 8.04 OCC - Special Projects
Meeting Nov 17, 2010 - Regular Meeting
Category 8. Authorization for Special Projects
Access Public
Type Consent

California Association of Research Libraries (CARL) Executive Board Planning Meeting

Date: December 6, 2010

Department: OCC – Library & Media Services

Purpose: To host the annual executive board planning meeting for CARL

Cost/Funding Source: No cost to District

REVISIONS TO PREVIOUS BOARD ACTION

Career Development Collaborative Grant Activities

Date: 2010 - 2011 Fiscal Year

Department: OCC - Career Development

Purpose: Coordination of activities of the Career Development Collaborative as outline in the grant agreement from the California Community College Chancellor's Office. All activities, products, and materials developed for this project to be disseminated through project website, regional staff development activities, conference and workshop presentation, print materials, and electronic linkage with other projects and agencies.

Cost/Purpose/Funding Source: NTE \$100,000 to include travel, meeting rooms, food, miscellaneous meeting expenses, speaker fees, website revisions, content development, newsletter production and distribution, printing materials, and consultant and professional experts for regional workshops. *Expenses revised to include subscriptions and institutional memberships.* A list of trainers and meeting/workshop dates is on file. All expenses associated with this agreement to be paid from Career Development Collaborative Grant funds.

(Prior board approval on 6/16/10)

Variety of Meetings

Date: 2010 - 2011 Fiscal Year

Department: OCC - TEACH3/Service Learning

Purpose: To host meetings and events, including but not limited to OCC Science night, to motivate students and promote community awareness of higher education.

Cost/Purpose/Funding Source: Expenses to include food, supplies, transportation, and related expenses for Science Night and other events to be paid from a combination of ancillary, general, and Foundation funds; costs to be determined by number of participants and events. *(Revised to specify Science Night as an included event)*

(Prior board approval on 6/16/10)

9. Authorization to Apply for Funded Programs

Subject 9.01 DIS - Authorization to Apply for Funded Programs
Meeting Nov 17, 2010 - Regular Meeting
Category 9. Authorization to Apply for Funded Programs
Access Public
Type Consent

It is recommended that authorization be given to apply for the following funded programs and/or projects and to participate, if funded, as outlined below. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign any related documents as appropriate.

Coastline College has been awarded funding for the California Department of Education, Workforce Investment Act, Title II: Adult Education and Family Literacy Act, English Literacy and Civics Education Programs (EL Civics and ESL 231) grant titled "**EL Civics and ESL 231**". EL Civics and ESL 231 target non-native English speakers and provide supplemental funding to support the adult education and literacy instruction necessary to serve California's adults. A second focus is to assist adults in mastering the civic institutions and citizenship preparation skills necessary to become successful participants in American society.

Fiscal Impact: Coastline College has been awarded ESL 231 = \$71,373/EL Civics = \$29,226. This grant is formula driven, based on the number served the previous year and the Federal budget allocation for adult education. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Golden West College has been awarded funding for the 2010-2011 California Community Colleges Chancellor's Office Economic & Workforce Development Program: Health Occupations grant titled "**Health Care Regional Health Occupations Resource Center**". The newly named Health Workforce Initiative (HWI) will identify workforce needs of the health care delivery system and develop partnerships to find solutions. The mission of the HWI is to promote the advancement of California's health care workforce through quality Education and services. Major focus is given to faculty development to improve student success, leveraging resources with other community colleges in Orange County, the Inland Empire and parts of Los Angeles, assisting high school medical careers pathways, and organizing work groups to address current issues.

Fiscal Impact: Golden West College has been awarded \$205,000 between July 1, 2010 and June 30, 2011. With an in-kind match of \$205,000 to include office space, utilities, and phone as part of the in-kind match. Revenue from provided services are used to fund future programs and services and are used in the match requirement as well.

Orange Coast College has re-applied for the California Department of Education, Child Development Division grant titled "**Infant Toddler Resource Grant (CCAP-0064)**". The Children's Center has been receiving funds to subsidize childcare for low-income student-parents since 1978. OCC provides comprehensive child development services that include: quality childcare for student-parents enrolled at OCC, a food and nutrition program, parent enrichment and resource/referral services. This funding will be used to provide child care services for infants and toddlers for low income students enrolled in a minimum of 6 units while attending

Orange Coast College, Golden West College, or Coastline Community College.

Fiscal Impact: This is a re-application for the Orange Coast College Children's Center Infant Toddler Resource Funds for 2010-2011. Orange Coast College will receive \$655 from July 1, 2010 through June 30, 2011. A resolution is required as part of this grant and is included in the resolution section of the agenda.

Orange Coast College has re-applied for the United States Government Federal Block Grant – Yosemite Community College District grant titled “**Child Development Training Consortium.**” This is an ongoing program for Orange Coast College as part of a consortium of over 72 community colleges to upgrade child care throughout California.

Fiscal Impact: If funded, Orange Coast College will receive \$25,000 between September 1, 2010, to and including June 30, 2011. No matching funds required.

10. Authorization for Disposal of Surplus

Subject **10.01 DIS - Disposal of Surplus**
Meeting **Nov 17, 2010 - Regular Meeting**
Category **10. Authorization for Disposal of Surplus**
Access **Public**
Type **Consent**

File Attachments

[111710Surplus.pdf \(11 KB\)](#)

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
GOLDEN WEST COLLEGE				
Control Panel	---	CP1008	DD10910	I
AV Control Center	---	SA-GX170	---	I
Character Generator	9042681	PowerScript 1000	401006	I
Clock Chimer	---	---	---	I
Copier	9052190	2035DPE	H5200200072	I
Copier	9036972	5830	1WE100560	I
Copier	9052189	9945DPE	H5307000389	I
Copier	9043865	dp-2500	DAG02P00166	I
Copier	9027560	FP-7718	HHEKA332223	I
Computer	---	eMac	---	I
Computer	9012024	386	011494578	I
Computer	9030852	ACP-MT3	26726	I
Computer	3001824	AIC-286	08313	I
Computer	9038871	P3	41014	I
Computer	9051964	P4	43195	I
Computer	9050441	P4	43647	I
Computer	9048965	P4	43664	I
Computer	9038857	P4	41006	I
Computer	9044569	P4	42164	I
Computer	9051942	P4	43237	I
Computer	9048849	P4	43408	I
Computer	9050456	P4	43670	I
Computer	---	P4	41996	I
DVD Player/Recorder	---	DMR-E515	VN6HK005847	I
DVD Player/Recorder	---	PD-103	0D3614794	I
DVD Player/Recorder	---	PD-103	NL3603034	I
DVD/VCR Combo	9062965	PV-D4745	C5IA41587	I
External Zip Drive	9015543	Zip 100	---	I
Fax	9061613	KX-FL511	5DAFD202417	I
Synchroniser (TBC)	3001929	800	15051	I
Projector Panel	9011979	Spectra C	138024	I
Monitor	9038112	770T	HDD3J8002343	I
Monitor	9042346	786FD	HDF1K3004071	P
Monitor	9038896	786FD	HDF1K3004143	I
Monitor	9028303	C5DYE	33G815210587	I
Monitor	9029306	CM75IU	0131610-9804KE0130	I
Monitor	9081236	CT-1388YD	LB93120582	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Monitor	9081308	CT-1388YD	LB00420004	I
Monitor	9081238	CT-1388YD	MB00420680	I
Monitor	9081235	CT-1388YD	WEXLER 19148	I
Monitor	9081234	CT-1388YD	MB21540345	I
Monitor	9081237	CT-1388YD	MB00420715	I
Monitor	9081244	CT-1386YD	MB00680417	I
Monitor	9081253	CT-1386YD	LB027901484	I
Monitor	9081249	CT-1386YD	MB93360317	I
Monitor	9081252	CT-1386YD	LB93130117	I
Monitor	9030855	DX700	MH811C004319	I
Monitor	---	E90	709020202897	I
Monitor	9049210	FE1250	---	I
Monitor	9044011	Studio Display	CY0092Q1GZC	I
Monitor	9081254	TM-131SU	08300977	I
PAD Camera	9051062	RE350	2431100024	I
PAD Camera	9044311	VIZCAM 1000	11106747	I
Printer	9051706	LaserJet 8150dn	JPBLM80491	I
Printer	9051704	Laserjet 8150DN	JPBLM80901	I
Printer	9050073	DeskJet 990cxi	MY21B1B171	P
Printer	9038342	DeskJet 710C	MX971O1S1GN	I
Printer	9061737	DeskJet 930C	MY0111808XJJ	I
Printer	9037329	DeskJet 710C	MX971O1S1J5	I
Printer	---	Stylus Color 740	---	I
Printer	9050160	Laserjet 4600	JPAKG00240	I
Production Switcher	---	HD800	11071	I
Projector	9038324	PT-L557U	CA0530183	I
Projector	9038323	PT-L557U	CA0460057	I
Projector	9038530	301	---	I
Projector	---	9050	---	I
Projector	9036161	9050	1371811	I
Projector	---	9050	---	I
Projector	---	9050	---	I
Scanner	---	S	3DVG841	I
Tape Recorder	9050177	3432AV	CJ090328	I
Tape Recorder	08377	5270C	04003099	I
TV	9038641	J25ZZO6G	30243036	I
TV	---	KV-27 EXR	7004616	I
TV	---	VCR13P	---	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Typewriter	9061625	KX-E700M	5KM11A06261	I
Typewriter	3004038	Selectric III	---	I
VCR	---	HR-VP450V	163Q0753	I
VCR	9029320	PV 8450	---	I
VCR	9029393	PV-8450	---	I
VCR	9050301	PV-V4522	C1IA21767	I
VCR	9044890	PV-V4521	J11C96158	I
VCR	9030948	PV-V4611	J11C74578	I
VCR	9030944	PV-V4521	J11C96148	I
VCR	3001976	PVW 2600	---	I
VCR	9038602	S 4670	---	I
VCR	9026339	UVW 1800	---	I
VCR	3003322	VP 5020	---	I
VHS Camcorder	3000099	OmniView X14	K6VA10101	P
ORANGE COAST COLLEGE				
Desk	---	---	---	P
Chairs (15)	---	---	---	P
Computer	9053622	A1025	QT249057N4M	I
Multimedia Projector	9033433	PLC-SP20N	G0Z01351	I
Projector Screen	9045922	---	---	I
Bill Counter	9048359	8643003	831583	P
Ethernet Switch	9075489	WS-C2950SX-24	FOC1311V4MZ	I
DVD/VCR Player	---	SLV-D370P	705776	I
Projection Panel	---	QA-50	8RU13131	I
Printer	9055823	Phaser 3450	PMY007333	I
Misc. keyboards, cable Hard drives	---	---	---	I
Computer	9048179	MMP	45G4C01	I
Computer	9048067	MMP	HDV1C01	I
Computer	9045055	MMP	5GV1C01	I
Computer	9045243	MMP	8HQ1C01	I
Computer	9045145	MMP	8GQ1C01	I
Monitor	9046423	M781P	MX-0957VU-47801-11B-H18R	I
Monitor	9048158	M781P	MX-0957VU-47801-119-H2B0	I
Monitor	9023412	CM751U	G7L000378	I
Printer	9017935	C3941A	USCB689169	I
Misc electronics (2 boxes)	---	---	---	I

11. Authorization to Enter Into Standard Telecourse Agreements

Subject **11.01 CCC - Authorization to Enter Into Standard Telecourse Agreements**
Meeting Nov 17, 2010 - Regular Meeting
Category 11. Authorization to Enter Into Standard Telecourse Agreements
Access Public
Type Consent

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.

CYCLES OF LIFE: EXPLORING BIOLOGY
Kansas City Kansas Community College (KS)
Term of Agreement: September 1, 2010 – December 31, 2010

MASTERING THE COLLEGE EXPERIENCE
Consortium of Distance Education (NJ)
Term of Agreement: September 1, 2010 – August 31, 2013

PSYCHOLOGY: THE HUMAN EXPERIENCE
Kansas City Kansas Community College (KS)
Term of Agreement: September 1, 2010 – August 31, 2013

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.

File Attachments

[Telecourses.pdf \(124 KB\)](#)

12. Approval of Standard Agreements

Subject	12.01 DIS - Standard Agreements
Meeting	Nov 17, 2010 - Regular Meeting
Category	12. Approval of Standard Agreements
Access	Public
Type	Action

Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2011 Short-term Study Abroad Program in Rome, Italy.

After review by the Dean of Literature and Languages and the President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in Rome, Italy Study Abroad Program during summer 2011. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Franca Hamber, Orange Coast College, will serve as faculty. Authorization to conduct the summer in Rome, Italy Study Abroad Program was given on November 3, 2010. It is recommended that the Chancellor or the Vice Chancellor, Administrative Services and the Vice Chancellor, Educational Services and Technology be authorized to sign the agreement.

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

13. Authorization for Purchase of Institutional Memberships

Subject 13.01 CCC – Institutional Memberships
Meeting Nov 17, 2010 - Regular Meeting
Category 13. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

Renewals

Name and Acronym: Academic Senate for California Community Colleges (ASCCC)

Term of Membership: July 1, 2010 — June 30, 2011

Cost: \$1,101.12

Purpose: Membership provides important statewide faculty participation of state policies on academic and professional matters.

Name and Acronym: Council of Chief Librarians (CCL)

Term of Membership: July 2, 2010 – June 30, 2011

Cost: \$150

Purpose: Membership provides Coastline with resources relevant to library operations, professional development/education opportunities, group discounts for library resources, and vital links to other library and resource personnel. Membership reinforces Coastline's position statewide as a full-service educational institution.

Subject **13.02 DIS - Institutional Memberships**
Meeting Nov 17, 2010 - Regular Meeting
Category 13. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

Renewals

Name and Acronym: National Council for Marketing and Public Relations (NCMPR)

Term of Membership: July 1, 2010 – June 30, 2011

Cost: \$195

Purpose: Supports District in their marketing and communication efforts and allows marketing and PR professionals at community and technical colleges to connect with colleagues that truly understand the issues facing two-year college communicators in the 21st century.

Name and Acronym: Orange County School Boards Association (OCSBA)

Term of Membership: July 1, 2010 – June 30, 2011

Cost: \$125.00

Purpose: Membership provides important information and Trustee representation at the county level.

Subject **13.03 GWC - Institutional Memberships**
Meeting Nov 17, 2010 - Regular Meeting
Category 13. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

Renewal

Name and Acronym: California Community College Soccer Coaches Association (CCCSCA)

Term of Membership: August 1, 2010 – July 31, 2011

Cost: \$100

Purpose: Dues pay for the assignor of officials, payment to the conference treasurer and other conference related expenses, from ASB funds.

Subject **13.04 OCC - Institutional Memberships**
Meeting Nov 17, 2010 - Regular Meeting
Category 13. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

Name and Acronym: Southern California Intersegmental Articulation Council (SCIAC)

Term of Membership: 2010-2011

Cost: \$75

Purpose: The purpose of Southern California Intersegmental Articulation Council (SCIAC) is to serve as the southern statewide forum for Articulation Officers to meet, discuss, and resolve college transfer and articulation issues; and to facilitate the progress of students between and among the segments of postsecondary education in California.

14. Authorization for Off-Campus Assignments

Subject **14.01 DIS - Off Campus Assignments**
Meeting Nov 17, 2010 - Regular Meeting
Category 14. Authorization for Off-Campus Assignments
Access Public
Type Consent

Ding-Jo H. Currie, Chancellor, to serve on the Council for Adult & Experiential Learning (CAEL) Board of Trustees, from July 1, 2010 through June 30, 2011, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Ding-Jo H. Currie, Chancellor, to serve on the Ferris State University Advisory Board for the Doctorate in Community College Leadership, from July 1, 2010 through June 30, 2011, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

15. Authorization for Sailing Program

Subject 15.01 OCC - Sailing Program
Meeting Nov 17, 2010 - Regular Meeting
Category 15. Authorization for Sailing Program
Access Public
Type Consent

The following non-credit classes will be offered by the Marine Programs Office during the period of Nov 18, 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.

REVISIONS TO PREVIOUS BOARD ACTION

PROFESSIONAL EXPERTS

2011 ALASKA EAGLE VOYAGES

Leg 4, Ushuaia-Cape Horn-Ushuaia, Argentina, Fee: \$3,000; 10 days, Jan 18-28, 2011

Leg 5, Ushuaia-South Georgia Island-Buenos Aires, Argentina, Fee: \$6,900; 31 days, Feb 4-March 7, 2011

Leg 6, Buenos Aires-Punta del Este, Uruguay-Rio de Janeiro, Brazil, Fee: \$1,950, 14 days, March 14-28, 2011

Leg 7, Rio de Janeiro – English Harbor, Antigua, Fee: \$3,250, 28 days, April 1-29, 2011

ADD PRESENTERS: Sheila McCurdy, Holly Scott (F) (prior approval Nov 3, 2010)

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

16. Personnel Items

Subject **16.01 DIS - Personnel Items**
Meeting **Nov 17, 2010 - Regular Meeting**
Category **16. Personnel Items**
Access **Public**
Type **Consent**

- a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- b. Authorization for Leaves of Absence
- c. Authorization for Changes in Salary Schedules
- d. Authorization for Schedule Changes, Classified Staff
- e. Authorization for Professional Experts

File Attachments

[Open.pdf \(9 KB\)](#)

PERSONNEL ITEMS

a. 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>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Atuatasi, Fred	CCC	WIA Support Clerk	Resign	11/08/10
Siu, Anna L.	CCC	Program Compliance Assistant	Layoff	01/02/11

b. Authorization for Leaves of Absence

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

Classified

Black, Lynn, DIST, Benefits Analyst, LOA/wop, under the Family and Medical Leave Act of 1993, for the period 11/22/10 through 11/24/10, not to exceed the equivalent of 12 weeks in a 12 month period.

c. 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>
<u>Classified Management</u>		
District Accounting Manger	G-24	Remove title
District Accounts Payable/Budget Manager To District Budget/Accounting Manager	G-24	Revise title
Director of Purchasing To Purchasing/Accounts Payable Manager	G-24	Revise title

d. Authorization for Schedule Changes, Classified Staff

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

Permanent Schedule Changes

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Keyser, Nancy	OCC	Adm/Records Tech I	80%	95%*	12/06/10
*Pre-retirement reduce load.					

Change Start Date for Temporary Schedule Change

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Duenas, Yolanda	GWC	Instr Assoc-Counseling & Guid	100%	80%	11/03/10*
*Revised from 10/07/10.					

e. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Herrera, Patrick, CCC, to provide ESL Curriculum Development and not-for-credit Contract Education ESL training programs to Kingston Technology Company, Inc. employees, for the period 12/09/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 5 units per week for 30 weeks, compensation not to exceed \$15,000.00.

Salinas-Rumps, Sallie, CCC, to provide coordination and oversee the Rapid Response Special Project (Project Success) serving small businesses for the Orange County One-Stop Center, for the period 11/19/10 to 02/18/11, to be paid by timecard at \$10.00 per unit, 220 units per week for 12 weeks, compensation to be \$26,400.00.

Other Professional Experts

Montooth, Carisa L., OCC, to provide a workshop on Diversity and Enhancing the ability to understand your coworkers, on 11/19/10, to be paid by timecard at \$10.00 per unit, 30 units per week for 1 week, compensation to be \$300.00.

Nieman, Michelle J., CCC, to provide training, advising, and support for Fremont College instructors in design and developing hybrid/online courses in Business and Liberal studies, for the period 11/18/10 to 02/09/11, to be paid by timecard at \$100.00 per unit, 4.25 units per week for 12 weeks, compensation to be \$5,100.00.

17. Authorization for Independent Contractors

Subject **17.01 CCC – Independent Contractors**
Meeting Nov 17, 2010 - Regular Meeting
Category 17. Authorization for Independent Contractors
Access Public
Type Consent

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement.

UNDER \$10,000

IC Name: Valerie Schmidt Associates

Services: Develop and publish eight Hyperlink e-Zines and the Final Compendium.

Payment Schedule/Compensation: \$2,355 on January 3, 2011; \$2,170 on March 4, 2011; and \$2,075 on May 6, 2011; dependent upon completion of the project's activities and submission of invoices for a total amount of \$6,600.

Term of Agreement: November 18, 2010 – June 30, 2011

Source of Funding: CTE-VTEA – IB Discipline/Industry Collaborative for Business Education (BIC) grant

IC Name: Motley, LaTonya S.

Services: Provide technical training and instructional design consultation to assist Fremont College faculty in the creation of 14 hybrid/online courses.

Payment Schedule/Compensation: \$8,190 to be paid upon completion of project deliverables.

Term of Agreement: November 18, 2010 – February 28, 2011

Source of Funding: Funds received in support of this project.

IC Name: Edwards, Cindy Lee

Services: Provide technical training and instructional design consultation to assist Fremont College faculty in the creation of 14 hybrid/online courses.

Payment Schedule/Compensation: \$8,190 to be paid upon completion of project deliverables.

Term of Agreement: November 18, 2010 – February 28, 2011

Source of Funding: Funds received in support of this project.

Revision to Previous Board Action

IC Name: Myers, Michael P.

Services: Revising student guide page numbers to coincide with the newly revised IPS Statistics textbook.

Payment Schedule/Compensation: 32 lessons @ \$50/lesson; total revised contract \$8,350. (Revision is to increase total contract amount by \$1,600 and extend ending date. Prior Board Approval: 5/19/10)

Term of Agreement: November 18, 2010 – June 30, 2011

Source of Funding: Funds received in support of this project.

Subject 17.02 DIS - Independent Contractors
Meeting Nov 17, 2010 - Regular Meeting
Category 17. Authorization for Independent Contractors
Access Public
Type Consent

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement.

\$10,000 and Over

Amended Independent Contractor Agreement

IC Name: Beeson, Tayer & Bodine, APC

Services: The Board previously approved a negotiation workshop on October 4, 2010 on collaborative workplace processes and relationships, conflict resolution and constructive labor-management relations with summary report. Upon its conclusion, workshop participants agreed it would be beneficial to meet again for the following sessions:

1. One two-day training for management and union bargaining teams in all aspects of the interest-based bargaining process, relationship building and maintenance, and complementary communication skills. Training to be held on two mutually acceptable dates in November, December 2010, or January 2011.
2. Two one-day retreats for District management and union bargaining teams to address relationship concerns and improve quality of relationships between District and unions that represent its employees. Retreats to be held on mutually acceptable dates in November, December, 2010, or January 2011.

Payment Schedule/Compensation: Two consultants, Neil Bodine and Joanne Bodine (airfare, parking and hotel costs charged for only one person), as follows:

1. One two-day training: Fees of \$1,500 and \$1,000 per day, respectively, for total fees of \$5,000 plus reasonable travel expenses.
2. Two one-day retreats: Fees of \$1,500 and \$1,000 per day, respectively, for total fees of \$2,500 per retreat, plus reasonable travel expenses.

Payment to be made upon presentation of receipts.

Term of Agreement: November 18, 2010 – January 31, 2011

Source of Funding: CFE, CFCE, Coast CCA, and District funds

Subject **17.03 GWC - Independent Contractors**
Meeting Nov 17, 2010 - Regular Meeting
Category 17. Authorization for Independent Contractors
Access Public
Type Consent

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement.

\$10,000 AND OVER

IC Name: Professional Personnel Leasing, Inc.

Services: Contractor shall provide a Financial Aid consultant, Nancy Davis, to render services at Golden West College. Consultant will advise the Vice President of Student Services regarding the operation of Financial Aid at Golden West College. These matters include, but are not restricted to the following:

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

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

Payment Schedule/Compensation: Total of \$24,185 to be paid \$65 per hour plus an additional 12.5% fee of that amount for contractor administrative services. Consultant will also receive \$200 for necessary travel expenses, to be paid as invoices are received at the end of each month of service.

Term of Agreement: November 4, 2010 - February 28, 2011

Source of Funding: General and BFAP funds

UNDER \$10,000

IC Name: Osborne, Russell

Services: Homecoming day and evening entertainment

Payment Schedule/Compensation: \$600, to be paid upon completion of both performances

Term of Agreement: November 6, 2010

Source of Funding: Associated Students funds

IC Name: See below

Services: Performers at Fall Music Concert Pieces of History

Payment Schedule/Compensation: To be paid \$200 each except where noted below, for a total of \$3,000, payable within 30 days of performance.

Term of Agreement: December 4, 2010

Source of Funding: ASGWC, Creative Arts, Choir Trust, and Foundation accounts.

Dierl, Chris (Contractor, \$250)

Lesinska, Nadejda (Concert Mistress, \$350)

Siegel, Nicole

Charpie, Stephen K.

Satton, June

Reilly, John

Poster, Jack

Greenfield, Laurence

Grishkoff, Linda

Cavadini-Goodwin, Ann Marie

Wendy Velasco

Barth, Lou Anne

Derthick, Joseph Jay

Witherspoon, Jordan

Subject 17.04 OCC - Independent Contractors
Meeting Nov 17, 2010 - Regular Meeting
Category 17. Authorization for Independent Contractors
Access Public
Type Consent

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement.

\$10,000 and under

IC Name: Bolo Productions

Services: To provide videotaping, editing, and post-production services for the Dance Department's Studio Hour performance.

Payment Schedule/Compensation: To be paid at a rate of \$50/hour, for a total of 40 hours. Total contract amount is \$2,000.

Term of Agreement: November 4, 2010 – June 30, 2011

Funding Source: Expenses to be paid from ASOCC and Ancillary Funds.

IC Name: Dockside Consultants, Inc.

Services: To provide instruction to students on extreme Waves and Lightning as well as books and materials for resale.

Payment Schedule/Compensation: NTE \$2,000; total contract amount is \$2,000 to be paid upon submittal of invoice as work is completed at a rate of 50% of course fees after direct costs.

Term of Agreement: November 4, 2010 - June 30, 2011

Source of Funding: To be paid from Sailing Center Funds

IC Name: Ray, Robert

Services: To serve as guest lecturer for DMAD students

Payment Schedule/Compensation: To be paid \$250 for one lecture.

Term of Agreement: November 18, 2010

Source of Funding: Yoshida Grant

IC Name: GTS Photos

Services: To provide promotional photography for OCC Sailing's brochures and materials.

Payment Schedule/Compensation: NTE \$1,000; total contract amount is \$1,000 to be paid upon submittal of invoice as work is completed.

Term of Agreement: November 4, 2010 - June 30, 2011

Source of Funding: To be paid from Sailing Center Funds

Over \$10,000

None

REVISION TO PREVIOUS BOARD ACTION

IC Name: Avalon Raft

Services: For the purpose of providing repair and maintenance to OCC Sailing's inflatable vessels.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. *Revision to increase contract from original amount of \$7,000 to revised amount of \$14,000.*

Term of Agreement: November 18, 2010 - June 30, 2011

Source of Funding: To be paid from Sailing Center Funds

18. Authorization for Staff Development

Subject **18.01 GWC - Staff Development**
Meeting Nov 17, 2010 - Regular Meeting
Category 18. Authorization for Staff Development
Access Public
Type Consent

Nursing Department Symposium

Date(s): October 4, 2010

Purpose: Faculty training - overview of effective teaching strategies, curriculum and programmatic strategies for upcoming accreditation visit from Board of Registered Nursing.

Cost/Purpose/Funding Source: \$372.47 for food from Workshops and Conferences Professional Development funds.

Library Department Symposium

Date(s): April 6, 2011

Purpose: To provide training meeting and library tour to faculty on campus of the new library and its technology.

Cost/Purpose/Funding Source: \$600 for food from Workshops and Conferences Professional Development funds.

19. Approval of Purchase Orders

Subject **19.01 DIS - Purchase Orders**
Meeting **Nov 17, 2010 - Regular Meeting**
Category **19. Approval of Purchase Orders**
Access **Public**
Type **Consent**

File Attachments

[PurchaseOrderDIST.pdf \(14 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0322246	Olympus America Inc OCC Microscopes ABC Bldg Bid 1987 (GOB) Board Date: 11/03/10	OCC-GB	6411	87,520.61
P0322249	Eaton Cummings Group Partnership IC for special services for District's Vision 2010. Board Date: 09/01/10	DIS	5112	70,000.00
P0322234	Systems Technology Associates Inc SMA for HP server	DIS	5638	69,269.40
P0322217	Wards Natural Science OCC ABC Bldgs instructional equipment & supplies (GOB)	OCC-GB	4312	63,428.54
P0322200	Mideo Systems Inc OCC ABC Bldgs instructional data video teaching stations w/ software (GOB)	OCC-GB	6401	62,286.54
P0322198	GLUMAC Engineering Services for LEED Certification for CCC Newport Beach Learning Center (GOB) Board Date: 05/19/10	CCC-GB	6202	61,000.00
P0322247	Olympus America Inc OCC microscopes ABC Bldg- Bid 1987 (GOB) Board Date: 11/03/10	OCC-GB	6411	53,137.51
P0322245	Olympus America Inc OCC microscopes ABC Bldg- Bid 1987 (GOB) Board Date: 11/03/10	OCC-GB	6411	51,253.44
P0322190	Medgraphics Platinum Elite DL System & Bronchial Provocation Software	OCC	6401	48,937.50
P0322251	Olympus America Inc OCC microscopes ABC Bldg- Bid 1987 (GOB) Board Date: 11/03/10	OCC-GB	6411	46,413.11
P0322187	Dell Higher Education Computer servers and software for Information Services	DIS	6402	32,864.97
P0322228	Dowden Associates Inc Title III Strengthening Institutions Grant	OCC	5899	30,000.00
P0322233	Systems Technology Associates Inc SMA for renewal of HP equipment	DIS	5638	28,542.00
P0322186	Dell Higher Education Computer servers for District Information Services	DIS	6402	28,515.07
P0322203	Pocket Nurse OCC ABC Bldgs Instructional Equipment & Supplies (GOB)	OCC-GB	4312	25,490.78
P0322236	College Board PowerFAIDS maint. & support annual subscription	OCC	5699	24,676.00
P0322258	Pitney Bowes Reserve Account	GWC	5831	20,000.00

P0322199	Postage for GWC Cambridge West Partnership LLC Vision 2020 determination of academic & support services space needs. Board Date: 10/06/10	DIS	5899	19,700.00
P0322197	Tri-Anim Health Services OCC-ABC Bldg instructional equipment & supplies (GOB)	OCC-GB	4312	17,543.24
P0322185	South OC Comm College Dist Services for Career Technical Education Community Collaborative Grant. Board Date: 04/07/10	DIS	5899	16,110.00
P0322218	Tri-Anim Health Services OCC-ABC Bldg instructional equipment & supplies (GOB)	OCC-GB	4312	15,240.93
P0322248	Olympus America Inc OCC microscopes ABC Bldg- Bid 1987 (GOB) Board Date: 11/03/10	OCC-GB	6401	14,910.93
P0322273	Scriptlogic Corp Annual software SMA	OCC	5638	14,103.75
P0322272	Oceanside Photo & Telescope Telescope eyepieces for OCC Astronomy classroom	OCC	4312	11,625.38
P0322222	Vital Link OC Fall 2010 middle school field trip per SB70/1133 CTE Grant. Board Date: 05/05/10	DIS	5899	11,543.00
P0322223	Vital Link OC Spring 2011 middle school field trip per SB70/1133 CTE Grant. Board Date: 05/05/10	DIS	5899	11,542.00
P0322229	Wards Natural Science OCC ABC Bldgs instructional supplies & equipment (GOB)	OCC-GB	4312	10,526.85
P0322254	Olympus America Inc OCC microscopes ABC Bldg- Bid 1987 (GOB) Board Date: 11/03/10	OCC-GB	6411	10,259.04
P0322243	ProEducation Solutions LLC	OCC	5899	9,000.00
P0322202	Climatec Building Technologies Group	OCC-GB	6250	8,075.00
P0322239	Coastline Regional Occupational Program	DIS	5899	8,000.00
P0322274	Evisions Inc	DIS	5638	7,900.00
P0322235	HRMS Inc	OCC	5899	7,500.00
P0322196	Tri-Anim Health Services	OCC-GB	4312	6,416.50
P0322253	Olympus America Inc	OCC-GB	6411	6,200.49
P0322250	Olympus America Inc	OCC-GB	6411	5,991.69
P0322252	Olympus America Inc	OCC-GB	6411	5,153.01
P0322193	KK Termite Inc	OCC	5510	5,040.00
P0322188	Mustang Mechanical Contracting	DIS	5657	4,556.00
P0322219	Guida Surveying Inc	OCC-GB	6129	4,540.00
P0322154	Baker & Taylor	GWC	6301	4,134.34
P0322167	Bear Communications Inc	OCC	5899	4,000.00

P0322174	Prepress Supply Inc	OCC	4312	3,454.98
P0322163	Study in the USA Inc	CCC	5899	3,350.00
P0322263	OC Sheriff's Dept	GWC	4312	3,112.24
P0322241	Times Community News	OCC	5850	2,500.00
P0322232	TRL Systems Inc	GWC	5899	2,310.00
P0322262	Water Safety Resources	GWC	5899	2,040.00
P0322156	Baker & Taylor	GWC	6301	2,016.00
P0322171	Edmund Optics	OCC	4312	1,910.52
P0322149	Schindler Elevator Corp	CCC	5638	1,680.00
P0322155	Baker & Taylor	GWC	6301	1,646.22
P0322271	Dell Higher Education	OCC	4312	1,600.62
P0322181	Yale Chase Equipment & Services Inc	OCC	5657	1,500.00
P0322277	Newport-Mesa Unified Sch Dist	GWC	5857	1,400.00
P0322170	Memory Suppliers Inc	OCC	4312	1,196.80
P0322216	Pocket Nurse	OCC	4312	1,150.12
P0322169	Riverside Publishing Co	OCC	4312	1,077.31
P0322157	HB Union High School District	GWC	5857	1,000.00
P0322210	Pocket Nurse	OCC	4312	993.48
P0322242	TRL Systems Inc	GWC	5650	880.00
P0322215	Wolters Kluwer Health	OCC	4312	869.95
P0322224	David Grant Inc	OCC	5638	755.81
P0322231	Shamrock Scientific Specialty Systems Inc	GWC	4312	700.00
P0322168	Universal Medical Inc	OCC	4312	679.80
P0322238	VMI Inc	OCC	4312	678.04
P0322182	Dell Higher Education	OCC	4312	652.43
P0322165	Mouser Electronics	OCC	4312	591.98
P0322166	UPS Protection Inc	DIS	6411	585.08
P0322195	Tri-Anim Health Services	OCC-GB	4312	577.90
P0322180	Professional Indexes & Files	OCC	4312	554.63
P0322214	Apex Audio Inc	OCC	4312	527.65
P0322164	GovConnection Inc	CCC	4312	527.55
P0322161	Follett Higher Education Group Inc #1181	GWC	4312	500.00
P0322189	Office Depot	CCC	4312	500.00
P0322207	Irvine Pipe & Supply	CCC	4312	500.00
P0322194	Performance Envelope Inc	OCC	4321	481.87
P0322191	Dell Higher Education	OCC	4312	474.14
P0322256	Kater-Crafts Bookbinders	DIS	4312	450.00
P0322152	On-Site LaserMedic Corp	GWC	5657	400.00
P0322159	Tustin Unified School District	GWC	5857	400.00
P0322176	Aircraft Spruce & Specialty Co	OCC	4312	350.15
P0322204	Office Depot	DIS	4312	350.00
P0322269	Dell Higher Education	OCC	4312	347.96
P0322175	Hardy Diagnostics	OCC	4312	309.62
P0322265	Aardvark Clay Supply	OCC	4312	306.73
P0322221	NCBAA	DIS	5320	300.00
P0322148	Intuit Inc	GWC	5699	282.70
P0322158	Garden Grove Unified Schools	GWC	5857	270.00
P0322209	Ernest Packaging Solutions Inc	OCC	4312	257.96
P0322205	Xerox Corp	CCC	4312	253.60

P0322178	Insight Media	OCC	4312	251.30
P0322211	Henry Schein Inc	OCC	4312	244.68
P0322266	Dept of Social Services	OCC	5749	220.00
P0322192	McGraw-Hill Companies	OCC	4312	203.28
P0322267	Advantage Graphics & Printing	OCC	4312	202.55
P0322160	Anaheim Union HS District	GWC	5857	200.00
P0322226	Cleverbridge Inc	OCC	5699	199.99
P0322220	Sehi Computer Products Inc	DIS	4312	165.91
P0322151	LAMA Books	CCC	4285	152.35
P0322227	OCC AS #1500-1050-58520	OCC	4312	147.00
P0322276	Geil Kilns	GWC	5657	129.96
P0322172	Picnics Fine Foods	OCC	4312	125.00
P0322275	Bill's Camera	GWC	4677	120.00
P0322179	Thomson Reuters/Barclays	OCC	4312	104.93
P0322150	Haz Party Rentals	GWC	5899	104.40
P0322212	Henry Schein Inc	OCC	4312	103.20
P0322225	NCS Pearson Inc	OCC	4312	96.79
P0322264	Office Depot	GWC	4315	85.96
P0322184	Office Depot	GWC	4312	82.78
P0322270	Sehi Computer Products Inc	GWC	4315	81.16
P0322153	So Cal Intersegmental Articulation Council	CCC	5320	75.00
P0322259	Office Depot	DIS	4312	70.02
P0322183	Dell Higher Education	OCC	4312	68.51
P0322244	Hewlett Packard	OCC	5657	68.07
P0322177	Mouser Electronics	OCC	4312	62.91
P0322261	Office Depot	DIS	4312	61.28
P0322260	Office Depot	GWC	4315	46.91
P0322268	Capitol Enquiry	OCC	6301	45.16
P0322162	Precision Dynamics Corp	GWC	4312	43.45
P0322206	Troxell Communications Inc	CCC	4401	36.56
P0322240	AACC	DIS	4285	35.89
P0322213	Industrial Blade & Products Co Inc	OCC	4312	33.51
P0322257	Hitt Marking Devices Inc	DIS	4312	18.81
P0321929	Tustin Awards Inc	DIS	4312	10.33
	Total			<u>\$1,095,899.11</u>

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



20. Ratification/Approval of Checks

Subject **20.01 DIS - Ratification/Approval of Checks**
Meeting Nov 17, 2010 - Regular Meeting
Category 20. Ratification/Approval of Checks
Access Public
Type Consent

File Attachments

[CheckApproval11-17-10.pdf \(31 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
0148853	PacifiCare of California Medical Premiums	627,243.01
0148852	Kaiser Foundation Health Plan Inc Medical Premiums	297,039.87
0148669	Employment Development Dept-EDD 3rd qtr Unemployment Insurance	216,523.44
0148848	Climatec Building Technologies Group OCC-Technology Mechanical Controls Upgrade	182,008.52
0148744	Medco Health Solutions Inc Medical Prescription Claims	172,934.52
0148851	Coast Community College Dist CCCD Medical Claims	172,410.78
0148742	Coast Community College Dist CCCD Medical Claims	169,961.54
0148705	Oracle Corp License and service agreement - District	84,073.23
0148701	Montgomery Hardware Co ADA compliant locks for Student Health Center	59,319.10
0149042	North OC Comm College District Online service for Voyager library	50,878.00
0149046	Southern Calif Edison Co Electricity District Wide	46,493.14
0148675	Follett Higher Education Group Inc #1094 Fall Semester EOPS Students Books and Supplies	46,194.16
0148856	AACC AACC 2011 Annual Membership Renewal	40,480.00
0148992	US Jetting LLC High Pressure Water Jet	38,712.00
0149018	Avalon Center at Garden Grove Annual lease payment for One Stop Center in GG	37,768.42
0148660	Component Marketing Inc	23,909.50
0148663	Dell Higher Education	22,998.58
0148677	Follett Higher Education Group Inc #1181	20,254.96
0148797	Paton Group	19,616.25
0149031	Gaumard Scientific Co	19,545.00
0148988	The Irvine Co LLC	14,775.78
0148756	CCCD Student Refunds	14,678.52
0148942	Mesa Consolidated Water Dist	13,736.55
0148817	Special Pay Retirement Plan	13,628.50
0148792	OC Treasurer-Tax Collector	13,434.50
0148880	CCCD - SEOG	13,100.00

Check Approval

0148762	City of Huntington Beach	12,475.90
0148832	Vital Link OC	11,700.00
0148974	SIGMAnet Inc	11,680.00
0149032	Goodwill of OC	11,203.75
0148862	AmCom Software	10,072.00
0149060	OCC Food Services	10,032.63
0148752	Cabral Roofing & Waterproofing Corp	9,936.00
0148915	Human Resource Marketing Services Inc	9,100.00
0148886	Coastline Regional Occupational Program	8,320.00
0148676	Follett Higher Education Group Inc #1180	7,839.44
0148662	CR & R Inc	7,529.51
0148720	ROI Networks Inc	7,500.18
0148667	Elliott Pattison Sailmakers	7,101.38
0148666	Education 4 Work	7,000.00
0148849	Sea-Clear Pools Inc	6,981.00
0149049	The Gas Co	6,914.90
0148918	ii Fuels, Inc	6,770.88
0148963	ProQuest LLC	6,424.20
0148921	Keenan & Associates	6,000.00
0148732	Southern Calif Edison Co	5,922.31
0149058	Xerox Corp	5,799.70
0148763	Coast Community College District	5,634.20
0148999	Waxie Sanitary Supply	5,573.35
0149026	Crown Fence Co	5,437.00
0149020	Business Properties	5,392.27
0149054	Union Bank	5,231.88
0148809	Scriptlogic Corp	4,992.44
0148990	Unisource Worldwide Inc	4,968.07
0148850	Southcoast Acoustical Interiors Inc	4,800.00
0149039	LRH Consulting	4,608.00
0148767	Dell Higher Education	4,286.23
0148833	Vortex Industries Inc	4,196.00
0148665	DLT Solutions Inc	4,185.60
0148905	Goodwill of OC	4,112.50
0149008	Aardvark Clay Supply	4,077.70
0148758	Certified Transportation Services Inc	3,929.80
0148773	Michael Giblin	3,750.00
0148991	United Pumping Service Inc	3,698.24
0148764	Crop Production Services Inc	3,419.03
0149055	US Jetting LLC	3,251.68
0148821	The Gas Co	3,193.51
0148884	Eric Chen	3,149.00
0148782	Lynberg & Watkins	3,053.73
0148816	Southern Calif Edison Co	3,029.32

0148881	CCCD-Cash Clearing	2,903.05
0148854	PacifiCare of California	2,860.85
0148707	Pak West Paper & Packaging	2,834.35
0149022	Certified Transportation Services Inc	2,807.00
0148716	Wendy Rakochy	2,772.00
0148702	OC Wholesale Flowers	2,770.41
0148673	Fisher Scientific	2,711.83
0148904	Jill Golden	2,673.93
0149027	Emergency Medical Products Inc	2,600.24
0148957	On-Site LaserMedic Corp	2,448.57
0148761	City of Fountain Valley	2,409.52
0148825	Total Recall Captioning Inc	2,337.50
0148864	Apple Computer Inc	2,265.79
0148728	SMH Colocation	2,150.00
0149005	CCCD Workers Comp Trust Fund	2,118.53
0149019	Beeson, Tayer & Bodine	2,010.49
0148841	Lale Yurtseven	2,000.00
0148719	Riddell/All American Sports Corp	1,897.69
0148789	Nebraska Scientific	1,858.25
0148730	South Coast Air Quality Mgmt District	1,845.95
0148723	Shinoda Design Center Inc	1,828.05
0148680	Fujifilm Medical Systems USA Inc	1,794.38
0149038	Jobelephant.com Inc	1,787.20
0148889	CR & R Inc	1,774.72
0148892	Digital Networks Group Inc	1,767.50
0148948	Nextel Communications	1,717.15
0149037	InfoSend	1,677.47
0148822	Thompson Building Materials	1,631.05
0148839	Susan Wilcox	1,617.00
0148661	Constellation NewEnergy Inc	1,589.17
0148726	Silver Screen Products	1,586.00
0149007	Unum Ltc	1,558.40
0148945	NCS Pearson Inc	1,546.84
0149035	Home Depot	1,510.87
0148818	TechRoom Inc	1,500.00
0149001	Susan Wilcox	1,500.00
0148793	OC Wholesale Flowers	1,455.89
0148989	Damian Tsutsumida	1,419.00
0148681	GlaxoSmithKline	1,401.00
0148668	Emergency Medical Products Inc	1,380.74
0148840	Xerox Corp	1,359.04
0148671	Excel Sales & Services Inc	1,336.33
0148684	GWC Food Services	1,336.10
0148857	ACS Education Services Inc	1,319.95

Check Approval

0148713	Prado Olympic Shooting Park	1,300.00
0148708	Performance Envelope Inc	1,267.48
0148796	Pacific Parking Systems Inc	1,239.30
0148653	Benner Metals Corp	1,207.23
0148674	Flinn Scientific Inc	1,205.25
0148929	Bryan Kramer	1,165.78
0148912	Jacqueline Hils-Williams	1,149.10
0148807	Rutan & Tucker LLP	1,132.00
0148704	Office Depot	1,119.06
0148863	Andtech Corporation	1,115.00
0148968	William Saichek	1,114.96
0148722	Sehi Computer Products Inc	1,089.31
0148749	AT & T	1,060.98
0148646	Alan's Lawnmower & Garden Ctr Inc	1,052.03
0148733	Spicers Paper Inc	1,050.42
0148658	CDWG	1,040.53
0148795	Office Depot	1,040.39
0148836	Waxie Sanitary Supply	1,034.72
0148783	MailFinance Inc	1,029.52
0148927	Valerie Klein	1,023.58
0148786	Minuteman Plumbing & Drains	1,000.00
0148893	Joseph Dowling	1,000.00
0148883	CDWG	939.60
	CAPP:Computerized Assess & Placement	
0148754	Program	937.07
0148787	Michael Myers	900.00
0148908	Karen Harelson	900.00
0148699	Marina Landscape Inc	895.00
0148768	Dept of Justice	880.00
0148906	Grainger	873.07
0148943	Barbara Miyadi	850.99
0149011	AT & T	841.87
0148731	South Coast Bobcat Inc	835.82
0148980	So Cal Commercial Printing	820.47
0148641	A-Z Wholesale Floral Supply Inc	805.83
0148932	Landauer Inc	803.64
0148903	Ganahl Lumber Co	794.93
0148819	The Gas Co	786.34
0148691	Iron Mountain	781.27
0148959	Pacific Blue Micro	767.69
0149025	Consolidated Electrical Distributors	754.49
0149052	Tom Black Service Center	752.63
0148995	Verizon California	741.37
0148651	Battery Systems Inc	728.91

Check Approval

0148656	Calif Tool Welding Supply	723.16
0148917	Alex Igoudin	700.00
0148924	John Kerins	700.00
0148659	Chem Pro Laboratory Inc	686.63
0148984	Stater Bros Markets	685.71
0148867	AT & T	678.22
0148981	Southern Calif Edison Co	668.07
0148928	Knorr Systems Inc	664.16
0148645	ACOM Solutions	612.00
0148971	Sears Commercial One	611.08
0148687	Harland Technology Services	609.84
0148670	EnableMart	607.50
0149021	Denise Cabanel-Bleuer	545.55
0148861	Amber Products	534.91
0148978	Smith Pipe & Supply Inc	532.88
0148640	29th District Legionnaire	530.00
0148734	Stanley Convergent Security Solutions Inc	528.00
0148874	Blick Art Materials	524.18
0148755	Caston Office Solutions	518.74
0148714	Prepress Supply Inc	515.32
0148858	Action Door Repair Corp	510.00
0148743	Delta Health Systems	500.00
0148940	Melinda Masters	500.00
0149013	AT & T	499.04
0148855	A-Z Wholesale Floral Supply Inc	496.44
0148774	GlaxoSmithKline	496.00
0148935	Michelle Ma	494.49
0148806	Helen Rothgeb	492.38
0148876	Calif Tool Welding Supply	457.12
0148814	Sign-Mart	456.35
0149059	Home Depot	455.66
0148813	Siemens Water Technologies Corp	444.32
0148811	Shinoda Design Center Inc	427.57
0149016	AT & T	417.88
0149062	Stater Bros Markets	416.19
0148911	Thomas Hersh	407.10
0148947	Newport Exterminating	397.00
0148900	Frey Scientific	394.64
0148771	Ewing Irrigation Products Inc	386.55
0148933	Frederick Lockwood	385.25
0148919	Irvine Pipe & Supply	384.53
0148920	Denise Kahlen	366.48
0148891	Daily Pilot	360.00
0148993	USA Mobility Wireless Inc	357.04

Check Approval

0148860	Kimberly Allen	355.40
0148690	Home Depot	345.86
0148724	Siemens Water Technologies Corp	344.74
0148647	Allied Refrigeration Inc	343.77
0148655	Business Office Solutions	340.59
0148962	Eva Potts	340.00
0148837	West Payment Center	339.57
0148760	City Of Newport Beach	338.68
0149053	Tri-Anim Health Services	337.02
0148926	William Kerwin	335.40
0148965	Rancho Vista Landscaping Inc	330.00
0148994	Verizon California	322.88
0148835	Wards Natural Science	318.96
0148956	Office Depot	316.42
0149040	Montgomery Hardware Co	314.87
0148872	Baker Rentals & Sales Inc	310.00
0148778	Home Depot	306.28
0148973	Shinoda Design Center Inc	302.40
0148934	Benjamin Lohman	300.00
0149029	Follett Higher Education Group Inc #1180	295.68
0148781	Phuonganh Le	295.62
0148710	Pitney Bowes Inc	294.72
0148982	Teresa Speakman	294.40
0149061	Orkin Commercial Services	294.00
0148808	Samy's Camera	286.73
0148901	Fry's Electronics	286.34
0149033	GovConnection Inc	284.06
0148753	Calif Commercial Lighting Supply Inc	281.88
0148747	ARS Enterprises	281.36
0149045	Shinoda Design Center Inc	280.27
0148869	AT & T	278.12
0148828	USA Mobility Wireless Inc	272.62
0148925	William Kerwin	269.40
0148944	Mutual Liquid Gas & Equipment	268.64
0148937	Peter Maharaj	261.00
0148751	Business Wire	255.00
0148815	Smardan Supply Co-Orange Coast	253.75
0148779	Iron Mountain	252.18
0148785	Mesa Golf Carts Inc	250.82
0148916	iContact Corp	250.56
0148838	Western Graphics Plus	250.00
0148766	Ding-Jo Currie	248.30
0148788	NAFSA Publications Center	245.00
0148967	Safeguard Business Systems Inc	241.46

Check Approval

0148907	Graybar Electric	241.43
0148700	Medical Processor Services	240.00
0148780	Kelly Paper	236.20
0148757	CDWG	232.21
0148775	Claudia Goodwin	228.00
0149009	Aberdeen Captioning Inc	224.00
0149057	Waxie Sanitary Supply	221.52
0148694	Island Florals	220.76
0149043	Office Depot	220.27
0148790	Madjid Niroumand	216.10
0148794	OCC Food Services	214.88
0148769	Eberhard Equipment Inc	209.97
0148772	Follett Higher Education Group Inc #1180	207.64
0148654	Business Office Solutions	207.51
0148686	Hardy Diagnostics	201.64
0148976	Smart & Final Stores LLC	200.94
0148642	Aardvark Clay Supply	197.22
0148695	Jim Davidson Sewing Machine Service	196.80
0148885	Cintas First Aid & Safety	195.32
0148649	Art Supply Warehouse	192.80
0149023	City of Fountain Valley	185.40
0148896	Enterprise Fleet Mgmt	183.70
0148895	Emergency Medical Products Inc	180.25
0148804	Red-E-Rentals	174.00
0148791	OC Fire Protection	173.18
0148979	Snap-on Business Solutions	165.82
0148736	Thomson West	162.18
0148972	Security Signal Devices	157.85
0149006	CCCD Workers Comp Trust Fund	156.65
0148741	CCCD Workers Comp Trust Fund	155.31
0148703	OCC Ancillary #1000-24750-6580	152.64
0149041	Mouser Electronics	151.15
0148709	Physician Sales & Service Inc	151.07
0148652	Bee Busters Inc	150.00
0148706	Orkin Commercial Services	150.00
0148890	Marius Cucurny	150.00
0149048	Storage Place	150.00
0148643	Accent Florist	148.99
0148877	Callahan & Blaine	146.10
0149014	AT & T	144.88
0148650	Automatic Sync Technologies LLC	143.75
0148914	Home Depot	138.93
0148803	Pyro-Comm Systems Inc	135.00
0148866	AT & T	134.14

Check Approval

0148692	Iron Mountain Records Mgmt	129.03
0148664	Dish Network Chicago	128.43
0148802	Public Economics Inc	124.00
0148759	CIT Technology Fin Serv Inc	123.98
0148958	Orange Coast Auto Repair	120.95
0148812	Shred Confidential Inc	117.00
0148776	Surinder Gulshan	114.00
0148697	Kelly Paper	113.49
0148718	Rhino Electric Supply	112.72
0149051	Times Community News	112.50
0148829	Verizon California	111.30
0148878	Cameron Welding Supply Inc	109.60
0148729	South Coast Air Quality Mgmt District	109.00
0148679	Fry's Electronics	108.73
0148688	Harold M Pitman Co	108.13
0148931	Lakin Tire West Inc	107.90
0148882	CDT Inc	105.00
0149044	Plastic Sales Southern Inc	104.40
0148888	Constructive Playthings	102.78
0148985	Dejah Swingle	101.10
0149047	Stater Bros Markets	100.52
0148696	Johnstone Supply	100.49
0148777	GWC Food Services	100.00
0148644	Accurate Termite & Pest Control	99.00
0148954	Tri Nguyen	97.00
0148750	B & H Photo-Video	95.62
0148961	PL Hawn Co Inc	93.44
0149010	AT & T	92.32
0149012	AT & T	91.10
0148873	Battery Systems Inc	90.44
0148952	Christina Nguyen	90.00
0148689	Lorraine Henry	88.43
0148737	Times Community News	87.50
0148894	Stephanie Dumont	86.47
0148950	Ailene Nguyen	83.00
0148824	Toshiba Business Solutions	82.89
0148823	Time Warner Cable	82.63
0148717	Linda Rhines	77.04
0148712	Pocket Nurse	75.75
0148868	AT & T	75.32
0148798	Diep Pham	75.00
0148826	Celicia Tran	75.00
0149036	Hub Auto Supply	73.92
0148693	Irvine Pipe & Supply	71.97

0149056	Verizon California	69.99
0149030	FRS SPECTRA INC	68.44
0148966	Rhino Electric Supply	68.00
0148805	Rhino Electric Supply	67.55
0148770	Jeanette Ellis	67.18
0148672	Federal Express Corp	66.21
0148865	Aramark	65.35
0148951	Christina Nguyen	65.00
0148648	Aramark	64.69
0148922	Kelly Equipment	63.55
0148682	Deborah Goldstick	63.00
0148725	Signs etc	60.78
0149002	Tracy Young	60.00
0149028	Federal Express Corp	59.19
0148827	Tri-Anim Health Services	58.73
0148859	Air Source Industries Inc	51.35
0148997	Wards Natural Science	50.98
0148810	Seal's Compressed Gases	50.50
0148831	Verizon California	49.86
0148986	Dejah Swingle	47.95
0148955	OCC Food Services	47.58
0148685	GWC Petty Cash	46.42
0148897	Eversoft	44.17
0148970	Tracey Sanders	40.85
0148909	Dennis Harkins	39.50
0148830	Verizon California	38.75
0148913	Deborah Hirsh	38.00
0148698	Janelle Leighton	37.45
0148875	Hoai-Huong Bush	35.00
0148899	Joseph Filson	35.00
0148938	Earnest Marchbank	35.00
0148969	Michelle Sambrano	35.00
0148987	Russell Terry	35.00
0148735	Amy Thach	34.50
0149034	Henry Schein Inc	34.43
0148983	Caroline Spoja	34.33
0148923	Kelly Paper	33.17
0148953	Jimmy Nguyen	32.21
0148834	Walters Wholesale Electric Co	31.71
0148657	Cameron Welding Supply Inc	30.45
0148941	Richard Melim	30.00
0148946	Linda Newman	30.00
0149050	The Gas Co	29.68
0148964	Prudential Overall Supply Co	29.07

Check Approval

0148715	Prudential Overall Supply Co	27.97
0148898	Federal Express Corp	26.09
0148870	Attorney General's Registry of Charitable Tr	25.00
0149000	Daniel Weber	25.00
0148745	Alan's Lawnmower & Garden Ctr Inc	24.66
0149024	City of Huntington Beach	24.30
0148746	Amazon.com	23.78
0148930	Richard Kudlik	21.00
0148721	Seal's Compressed Gases	20.25
0148683	Grainger	19.71
0149017	AT & T	19.65
0148799	Prudential Overall Supply Co	19.11
0148784	Iliana Marin	18.79
0148800	Prudential Overall Supply Co	18.62
0148765	Crown Ace Hardware	16.28
0148801	Prudential Overall Supply Co	16.28
0148820	The Gas Co	15.38
0148678	Ford Electronics Inc	14.68
0148975	Smardan Supply Co-Orange Coast	13.86
0148887	Consolidated Electrical Distributors	13.54
0148879	Rozanne Capoccia-White	13.50
0148748	AT & T	13.23
0148711	Pitney Bowes Presort Services Inc	12.60
0148871	Timothy Baker	11.50
0148977	Sloane Smith	11.50
0149015	AT & T	11.43
0148998	Wards Natural Science	10.54
0148996	Susan Wall	10.50
0148960	Pitney Bowes Presort Services Inc	10.25
0148727	Sims-Orange Welding Supply Inc	10.11
0148949	Vincent Ngo	8.25
0148902	Efren Galvan	6.00
0148910	Nathaniel Harrison	6.00
0148936	Anthony Maciel	6.00
0148939	Mary Martinez	6.00

Total

\$ 2,884,203.38

21. Check List for General Obligation Bond Fund

Subject . **21.01 DIS - General Obligation Bond Fund**
Meeting Nov 17, 2010 - Regular Meeting
Category 21. Check List for General Obligation Bond Fund
Access Public
Type Consent

File Attachments

[CheckApprovalBond11-17-10.pdf \(8 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0149065	Vector Resources Inc GWC Learning Resource Ctr Ph1	363,759.70	420356
0149003	T & Y Construction GWC Learning Resource Ctr Ph1	209,126.00	420356
0149064	Plumbing Piping & Construction Inc GWC Learning Resource Ctr Ph1	116,495.01	420356
0148738	Best Contracting Services Inc GWC Learning Resource Ctr Ph1	75,600.00	420356
0148842	Cabral Roofing & Waterproofing Corp OCC-Energy Efficiency Upgrade	65,174.00	420292
0149004	T & Y Construction GWC Learning Resource Ctr Ph1	52,281.50	420356
0148843	Climatec Building Technologies Group OCC-Technology Mechanical Controls Upgr	46,086.27	420293
0148846	TB Penick & Sons Inc GWC Learning Resource Ctr Ph1	25,743.02	420356
0148845	Mobile Kitchens USA Inc	8,000.00	420297
0148739	Coastal Resources Mgmt	6,990.30	420299
0148844	Island Color Inc	2,971.05	420249
0148847	TB Penick & Sons Inc	2,860.33	420356
0148740	TBP Architecture Inc	1,170.00	420233
0149063	Essel Technologies Services Inc	760.00	420249
	Total	<u>\$ 977,017.18</u>	



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 emending current District policies will be specifically noted. Current policies affected will be referenced.

22. Approval of Agreements

Subject	22.01 CCC - Approve Agreement between The Active Network and the Coast Community College District for the Use of their Website for Fundraising and Event Management Purposes
Meeting	Nov 17, 2010 - Regular Meeting
Category	22. Approval of Agreements
Access	Public
Type	Action

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

- 1. Background:** The Acquired Brain Injury (ABI) Program hosts an annual Walk for Brain Injury Awareness to raise money for the Special Programs Foundation. Last February, the ABI Program partnered with The Active Network (Active) to use its secure web-based solution for online registration and donations. This solution proved to be beneficial as it streamlined the registration process and allowed for a 40% increase in donations over the previous year. A secure web-based solution is not available for online registration and donations through Coastline's website. The ABI Program would like to continue to use Active for online registration and donations for the March 26, 2011 walk. The web pages for the 2011 campaign have already been created on Active and currently can be accessed through a link on the Coastline website. This provides those ABI students, alumni, and supporters, who want to start their fundraising efforts early, the tools available on the Active website. The Agreement with The Active Network expires on February 3, 2011. The ABI Program wishes to continue the use of Active so as to avoid a disruption of the registration and donation process since it precedes the walk.
- 2. Goal/Purpose:** A secure web-based solution for online registration and donations for the 5th Annual Walk for Brain Injury Awareness; Access for ABI students, alumni and other supporters to web-based fundraising tools to enhance their fundraising efforts; Download capabilities to meet the reporting needs of the Foundation office, Fiscal Services and the ABI Program.
- 3. Comments (if any):** Section 7 and 11 of the Agreement were not revised as suggested by General Counsel. The Director of Risk Services worked with The Active Network on the revision without success. The original Agreement with The Active Network had been approved and the secure web-based solution has been used successfully and without incident for the past nine months. Considering the history of prior Agreements with this vendor, the campus administration recommends this contract for approval, since the risk will be mitigated by insurance and quality control practices.
- 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 Active Network and the Coast Community College District for the use of their website by the Coastline College Foundation for fundraising and event management purposes. The Board President, or designee, is authorized to accept the Terms and Conditions and any related documents, indicating approval by the Board of Trustees. (See Attachment # 4)
- 5. Fiscal Review and Impact:** 93.5%, less one dollar, of all donations made through the website benefit the Special Programs Foundation.

File Attachments

[Active Network.pdf \(161 KB\)](#)

Subject 22.02 CCC - Approve Amendment to Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center – North

Meeting Nov 17, 2010 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Action

Revision to Previous Board Action

Approve Amendment to Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center – North

1. Background: This project is to provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, On the Job Training, American Recovery and Reinvestment Act Adults, American Recovery and Reinvestment Act Dislocated Workers, Disability Program Navigator and Senior Community Service Employment Program.

2. Goal/Purpose: To increase funding by five hundred three thousand five hundred eighty three dollars (\$503,583) for a total compensation not to exceed two million four hundred ninety two thousand eight hundred ninety three dollars (\$2,492,893) funding to expand the One-Stop system's capacity to provide Workforce Investment Act (WIA) services to adults and dislocated workers through June 30, 2011.

3. Comments (if any): 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 the County of Orange and the Coast Community College District to expand the capacity to provide Workforce Investment Act (WIA) services to adults and dislocated workers through June 30, 2011. The Agreement outlines the responsibilities of both partners and all of the services expected to be provided. 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: 6/16/10. See One-Stop North Amendment Attachment # 5)

5. Fiscal Review and Impact: The County will reimburse Coastline Community College \$2,492,893 for operation of these programs.

File Attachments

[One Stop North Amendment.pdf \(672 KB\)](#)

Subject 22.03 CCC - Approve Amendment to Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center – South

Meeting Nov 17, 2010 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Action

Revision to Previous Board Action

Approve Amendment to Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center – South

1. Background: This project is to provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, On the Job Training, American Recovery and Reinvestment Act Adults, American Recovery and Reinvestment Act Dislocated Workers, Disability Program Navigator and Senior Community Service Employment Program.

2. Goal/Purpose: To increase funding by four hundred twenty two thousand two hundred sixty four dollars (\$422,264) for a total compensation not to exceed two million three hundred seventy nine thousand one hundred seventy four dollars (\$2,379,174) funding to expand the One-Stop system's capacity to provide Workforce Investment Act (WIA) services to adults and dislocated workers through June 30, 2011.

3. Comments (if any): 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 the County of Orange and the Coast Community College District to expand the capacity to provide Workforce Investment Act (WIA) services to adults and dislocated workers through June 30, 2011. The Agreement outlines the responsibilities of both partners and all of the services expected to be provided. 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: 6/16/10. See One-Stop South Amendment Attachment # 6)

5. Fiscal Review and Impact: The County will reimburse Coastline Community College \$2,379,174 for operation of these programs.

File Attachments

[One Stop South Amendment.pdf \(563 KB\)](#)

Subject 22.04 CCC - Approve Agreement between the Embassy Suites Sacramento and the Coast Community College District for the Location of the Business Education Statewide Advisory Committee (BESAC) Annual Conference

Meeting Nov 17, 2010 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Action

Approve Agreement between the Embassy Suites Sacramento and the Coast Community College District for the Location of the Business Education Statewide Advisory Committee (BESAC) Annual Conference

1. Background: The Business Education Statewide Advisory Committee (BESAC) receives funding through an Agreement between the State Chancellor's Office and the Coast Community College District to develop activities and provide recommendations that serve to enhance the relevance of Career and Technical Education instruction in new and emerging occupations, which demonstrate high growth and high wage potential. In order to meet this objective, the Business Statewide Advisory Committee will showcase and promote projects and best practices developed through mini-grants awarded to California colleges at the Business Education Statewide Advisory Committee Annual Conference which will be held at the Embassy Suites Sacramento.

2. Goal/Purpose: Promote professional development, curriculum, and partnership development responsive to recognized industry standards; Strengthen coordination and collaboration with the state's education reform and workforce preparation efforts; Assist the state in assuring that California community college Career and Technical Education programs are responsive to industry standards and consumer needs and adhere to federal and state policies.

3. Comments (if any): 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 the Embassy Suites Sacramento and the Coast Community College District for the location of the Business Education Statewide Advisory Committee Annual 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. (See Attachment # 3)

5. Fiscal Review and Impact: \$17,390.88 to be paid from the BESAC Agreement.

File Attachments

[Embassy Suites Sacramento.pdf \(74 KB\)](#)

Subject 22.05 CCC - Approve an Amendment to an Agreement between Worth Publishers and the Coast Community College District to Publish the Fourth Edition of the Telecourse Student Guide for Transitions throughout the Life Span

Meeting Nov 17, 2010 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Action

Revision to Previous Board Action

Approve an Amendment to an Agreement between Worth Publishers and the Coast Community College District to Publish the Fourth Edition of the Telecourse Student Guide for Transitions throughout the Life Span

1. Background: Worth Publishers wishes to publish the fourth edition of the Telecourse Student Guide for Transitions throughout the Life Span to accompany The Developing Person through the Life Span to be used with the Transitions throughout the Life Span telecourse produced by Coast Learning Systems. The publisher and Coast Learning Systems wish to have Coast prepare the necessary revisions for the fourth edition under the same terms and conditions applicable to the Telecourse Student Guide under the Agreement approved by the Board on 4/18/01.

2. Goal/Purpose: To revise the student guide to correspond with the eighth edition of the text, presently entitled The Developing Person through the Life Span, by Kathleen Stassen Berger.

3. Comments (if any): 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 Worth Publishers and the Coast Community College District to revise and publish the fourth edition of the Telecourse Student Guide for Transitions throughout the Life Span according to the Agreement. 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. (Prior Board Approval: 4/18/01. See Attachment # 1)

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

File Attachments

[Life Span Student Guide.pdf \(20 KB\)](#)

Subject 22.06 CCC - Approve Consulting Agreement between Fremont College and the Coast Community College District to Assist in their Development of 14 Hybrid/Online Courses in Business and Liberal Studies

Meeting Nov 17, 2010 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Action

Approve Consulting Agreement between Fremont College and the Coast Community College District to Assist in their Development of 14 Hybrid/Online Courses in Business and Liberal Studies

1. Background: A representative at Fremont College contacted Coastline's ISD Department for assistance in converting 14 of their classroom courses to a hybrid/online format. Fremont College has offered primarily traditional, face-to-face instruction, but the faculty would like to increase their online offerings. Fremont is a private college offering associate and bachelor's degrees in business, design, legal studies, and wellness. There is very little overlap with academic programs offered at our District and Fremont, thus competition would not be an issue. Even Fremont's business programs are positioned quite differently with their proprietary learning model and course template. Also, Fremont serves a different student base in a different geographical area (locations in Los Angeles and Cerritos). Although they have asked for these courses to be designed in an online format, they will offer them as hybrid courses. Fremont College is now accredited by the Accrediting Commission of Career Schools and Colleges. In the process of developing these courses, Coastline's ISD Department also has the opportunity to recommend its turn-key (Coast Learning Systems) courseware, and ISD personnel will learn more about Fremont's eCollege course management system and associated Pearson learning content.

2. Goal/Purpose: To train, advise, and support Fremont College instructors as they design and develop 14 hybrid/online courses in business and liberal studies.

3. Comments (if any): In addition to covering all costs associated with this project, including employee benefits and out-of-pocket expenses, this project budget reflects a twenty percent profit margin. If this project is successful, Fremont may contract with Coastline's ISD Department to consult on the development of additional hybrid/online courses.

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 Fremont College and the Coast Community College District to assist in their development of 14 hybrid/online courses in business and liberal studies. 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 # 14)

5. Fiscal Review and Impact: Gross Income of \$40,206

File Attachments

[Fremont College.pdf \(124 KB\)](#)

Subject 22.07 CCC - Approve Agreement between Hobsons, Inc., ApplyYourself, Inc. and the Coast Community College District for the Use of Hobsons Enrollment Management Technology (EMT) Systems

Meeting Nov 17, 2010 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Action

Approve Agreement between Hobsons, Inc., ApplyYourself, Inc. and the Coast Community College District for the Use of Hobsons Enrollment Management Technology (EMT) Systems

1. Background: Student success and retention is important to Coastline's reputation and growth in the military-education market. The Military/Corporate Contract Education Department recently analyzed student-success data for different cohorts of military-education students. The analysis indicates that certain student cohorts receive lower class grades and have lower persistence rates than other Servicemembers taking the same classes. This prompted an overall analysis of the department's end-to-end process of the student lifecycle and showed there are lost opportunities and barriers for proactive communication to prospects, current students, and graduates. As a result, the department explored products to implement an automated student communication system and selected Hobsons.

Hobsons EMT Connect is a single Web-based Prospective/Current Student Constituent Relationships Management (CRM) tool that can be accessed by in-house staff and site field representatives worldwide to maintain records and coordinate all prospective and current student communications and required follow-up actions. The Agreement defines the scope of work and outlines the responsibilities of all parties. Implementation is expected to occur during the spring 2011 semester.

2. Goal/Purpose: Provides a single, Web-based prospective/current CRM tool that can be utilized by both in-house and remote personnel; Improve department's ability to track and report on student communications, which in turn helps us build more fluid and accurate communication plans; Improve ability to retain students through the student lifecycle, from inquiry to graduation, by using effective communication plans to encourage and enable students to succeed throughout their program of study at Coastline.

3. Comments (if any): General Counsel has expressed concern with Section 13, Limitation of Liability, and Hobsons' liability exposure in the event of their negligence. After repeated attempts, the campus was able to secure more favorable terms to the extent that Hobsons is willing to increase their liability to three times the amount of the contract. In light of our prior experience with Hobsons and the nature of the work to be performed, the President recommends the Board approve the Agreement.

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 Hobsons, Inc., ApplyYourself, Inc. and the Coast Community College District for the use of Hobsons Enrollment Management Technology (EMT) Systems. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Hobsons Attachment # 2)

5. Fiscal Review and Impact: Cost to District: \$100,000 paid in equal payments of \$25,000/year for a 4-year period.

File Attachments

[Hobsons.pdf \(329 KB\)](#)

Subject 22.08 CCC - Approve Agreement between the Westin South Coast Plaza and the Coast Community College District for Location of the Visionary of the Year Awards Gala

Meeting Nov 17, 2010 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Action

Approve Agreement between the Westin South Coast Plaza and the Coast Community College District for Location of the Visionary of the Year Awards Gala

1. Background: The Visionary of the Year Awards is Coastline Community College Foundation's annual fundraising event. At this special event, the Foundation will pay respect to local "visionary" leaders from within the community--those who have also demonstrated a deep appreciation and support for higher education.

2. Goal/Purpose: Fundraising

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 the Westin South Coast Plaza and the Coast Community College District for location of the Visionary of the Year Awards Gala. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 17)

5. Fiscal Review and Impact: Net Income of \$113,000

File Attachments

[Westin South Coast Plaza Agreement.pdf \(101 KB\)](#)

Subject 22.09 DIS - Approve Agreement with Townsend Public Affairs, Inc. for
Legislative Consulting Services

Meeting Nov 17, 2010 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Action

Approve Agreement with Townsend Public Affairs, Inc. for Legislative Consulting Services

After review by the District General Counsel and Secretary of the Board, it is recommended by the Board President that the Board approve the Agreement with Townsend Public Affairs, Inc., for legislative consulting services, effective January 1, 2011 through June 30, 2012. A copy of the Agreement is attached to each Trustee's agenda. (See Attachment # 13)

Subject **22.10 DIS - Approval of Agreement with Vasquez & Company, LLC, for District External Audit Services**

Meeting Nov 17, 2010 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type

Approval of Agreement with Vasquez & Company, LLC, for District External Audit Services

After review by the District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement with Vasquez & Company, LLC, for District external audit services, effective January 1, 2011 through June 30, 2012, with the option to renew the Agreement for two additional years.

In the Winter of 2010, the District issued a Request for Proposals to the community for District external audit services. After having received and reviewed 8 Proposals and having conducted interviews with the highest rated applicants, the Board of Trustees' Audit Committee recommended Vasquez & Company, LLC, as the District's next External Auditor to the full Board of Trustees. On July 21, 2010, the Board of Trustees unanimously accepted the Audit Committee's recommendation to select Vasquez & Company, LLC, as the District's next External Auditor, and directed the District General Counsel to prepare an Agreement for the Board's consideration. (See Attachment # 18)

Fiscal Impact: \$122,000 per year.

Subject 22.11 DIS - Approval of Educational Administrator Agreements
Meeting Nov 17, 2010 - Regular Meeting
Category 22. Approval of Agreements
Access Public
Type Action

Approval of Educational Administrator Employment Agreements

In order to reduce the amount of paper utilized, but to obtain compliance with the open meeting law (Ralph M. Brown Act), and in consideration of the Coast District's commitment to transparency and the public interest in an open process, the Chancellor recommends approval of the employment contracts for the educational administrators as listed in the following table, pursuant to Education Code section 72411. The table lists the following items: administrator name, job title, salary, and contract term. Also attached are the two versions of the educational administrator employment agreement. (Versions A & B)

Full copies of the educational administrator contracts which pertain to this table are available for public review in the Board of Trustees Office and the District Human Resources Department. They also will be available during the meeting of the Board of Trustees and may be viewed on the Coast Community College District website.

(See Attachment # 20)

①		②	③	④	⑤	⑥	⑦	⑧	
<u>Name</u>	<u>College</u>	<u>Position</u>	<u>Start Date</u>	<u>End Date</u>	<u>Sal Sch</u>	<u>Sal Rng</u>	<u>Sal Stp</u>	<u>Salary</u>	<u>Version</u>
Avery, William B.	OCC	Dir Of Marine Programs	7/1/11	6/30/13	DL	28	15	\$129,061.00	A
Babler, Cheryl L.	CCC	Vice President	7/1/11	6/30/13	DD	34	7	\$147,455.00	A
Bachmann, Robin R.	GWC	Assoc Dean/Director St	7/1/11	6/30/12	DD	26	7	\$112,076.00	B
Courchaine, Jeffrey H.	GWC	Dean	7/1/11	6/30/13	DD	32	7	\$137,811.00	A
Doughty, Corine L.	OCC	Director, Career Services	7/1/11	6/30/13	DD	26	7	\$112,076.00	A
Gasparian, Albert M.	GWC	Dean	7/1/11	6/30/13	DD	32	7	\$137,811.00	A
Groot, Joycelyn M.	CCC	Dean Military/Contract	7/1/11	6/30/12	DD	32	6	\$128,642.00	B
Houlihan, Janet M.	GWC	Vice President	7/1/11	6/30/13	DL	34	15	\$156,455.00	A
Hudson, David D.	GWC	Dean	7/1/11	6/30/13	DL	32	15	\$146,811.00	A
Jones, Danny C.	CCC	Administrative Dean	7/1/11	6/30/13	DL	33	10	\$145,634.00	A
Lopez, Vinicio J.	CCC	Dean	7/1/11	6/30/13	DD	32	7	\$137,811.00	A
Mendoza, Robert H.	OCC	Dean, Math & Science	7/1/11	6/30/13	DL	32	15	\$146,811.00	A
Mueller, Kathryn L.	OCC	Dean	7/1/11	6/30/13	DD	32	7	\$137,811.00	A
Nish, Melinda A.	OCC	Vice President	7/1/11	6/30/13	DD	34	7	\$147,455.00	A
Pagel, Richard T.	OCC	Vice President	7/1/11	6/30/13	DL	34	10	\$150,455.00	A
Pham, Hue T.	OCC	Dean	7/1/11	6/30/13	DL	32	10	\$140,811.00	A
Pienkowski, Cynthia M.	CCC	Director, Financial Aid &	7/1/11	6/30/13	DL	24	15	\$113,627.00	A
Poshek, Joseph E.	OCC	Dean	7/1/11	6/30/13	DD	32	7	\$137,811.00	A
Pourzanjani, Omid A.	GWC	Dean	7/1/11	6/30/13	DD	32	7	\$137,811.00	A
Rodriguez, Vincent P.	CCC	Dean, Distance Learning	7/1/11	6/30/13	DD	32	7	\$137,811.00	A
Roohk, Bonita L.	GWC	Dean	7/1/11	6/30/13	DD	32	7	\$137,811.00	A
Selzer, Thomas M.	OCC	Gen Mgr Food Service	7/1/11	6/30/13	DL	25	10	\$111,276.00	A
Sterner, Sheri L.	OCC	Dean, Library & Institutional	7/1/11	6/30/13	DL	32	10	\$140,811.00	A
Thompson, Dwayne E.	GWC	Assoc Dean	7/1/11	6/30/13	DL	26	10	\$115,076.00	A
Wilkerson, Lois Y.	CCC	Admin Director, Workforce Econ.	7/1/11	6/30/12	DL	32	10	\$140,811.00	B

**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and ① ("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 ②.
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 ③ and ending ④. This Agreement expires on ④ and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 ⑤, Range ⑥, Step ⑦ (Currently \$⑧), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

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

1. **Parties.** The Coast Community College District ("District") and ① ("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 ②.

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 ③ and ending ④. This Agreement expires on ④ 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 ⑤, Range ⑥ Step ⑦ (Currently \$ ⑧), 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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

Subject **22.12 OCC - Approve Agreement between Augusoft Corporation and the Coast Community College District/Orange Coast College Community Education Department to Purchase Augusoft Lumens Professional Package with 1M Customization Package**

Meeting Nov 17, 2010 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Action

Approve Agreement between Augusoft Corporation and the Orange Coast College Community Education department for the purpose of purchasing Augusoft Lumens Professional Package with 1M Extract Customization Package.

Background: Orange Coast College's Community and Continuing Education Programs were recently combined with the Career Services Department. This was done with the understanding that the number Community Education offerings would be greatly increased to provide more educational opportunities to the service area and to provide a percentage of the retained earnings to the OCC general fund to support additional course offerings and other educational services. The Augusoft system has been used by the OCC Sailing Center since early 2005 and is a leader in delivering seamless program management, improving efficiencies, providing instructor, staff, student and community satisfaction while increasing revenues for the college. Following several meetings with key financial, IT, and room scheduling personnel, it was determined that the Augusoft package meets the needs of all involved OCC offices and the best & proven solution to support enhanced course offerings and services through Community Education.

Goal/Purpose: Provide increased course offerings and registration support to the general public in OCC's Community Education service area.

Comments: Reviewed by the OCC President, Vice President of Instruction, Vice President of Administrative Services, Bursars Office Personnel, IT Personnel, and Maintenance & Operations Personnel, District Risk Services and District Legal Counsel.

Recommendation Statement: After review by the College President and Vice Presidents, it is recommended that the OCC Community Education department proceed with the purchase of the Augusoft Lumens Professional package with 1M Extract Customization to enhance and support Community Education and other activities while providing the Bursar's Office with more accurate and up to date fiscal information. 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)

Fiscal Impact: Orange Coast College Community Education Department to fund \$55,000.00 from Community Education Budget fund balance designated Community Education.

File Attachments

[CCCD-Augusoft Agreement.pdf \(6,029 KB\)](#)

Subject **22.13 OCC - Approve Agreement between California State University, on behalf of CSU Long Beach, and the Coast Community College District to Place Social Work Interns from CSULB in the OCC Student Health Center to Provide Services to OCC Students**

Meeting Nov 17, 2010 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Action

Approve Agreement between California State University, on behalf of CSU Long Beach, and the Coast Community College District to Place Social Work Interns from CSULB in the OCC Student Health Center to Provide Services to OCC Students

Background: California State University, Long Beach, has a social work graduate program that is accredited and of good reputation. The graduate students work as unpaid interns during their program, providing social work services throughout the local area. Many Orange Coast College students need various social services, as well as advice and referrals to social service agencies in the community. The OCC Student Health Center has a staff member who is both a licensed clinical social worker and a clinical psychologist, who is able and willing to provide supervision to the graduate student interns from CSULB Department of Social Work. This affiliation agreement will be mutually beneficial to both agencies, as well as the social work graduate students and the OCC students who will be served by this program.

Goal/Purpose: This program will partially meet the needs of the OCC student body for social services, while providing a high quality field work experience for the CSULB graduate students in Social Work.

Comments: None

Recommendation Statement: After review by the College President and District General Counsel, it is recommended that the Board approve the Agreement between California State University, on behalf of CSU Long Beach, and the Coast Community College District for the purpose of placing graduate student social work interns in the OCC Student Health Center to provide social services to OCC students in need of these services. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 10)

Fiscal Impact: Orange Coast College will receive up to 20 hours per week of services from each unpaid graduate student intern, while providing one to two hours of professional supervision by the LCSW on the OCC Student Health Center staff.

File Attachments

[CSULB Internship Agreement.pdf \(1,419 KB\)](#)

23. Buildings and Grounds Approvals

Subject 23.01 DIS - Approve Standard Professional Services Agreement with Allana Buick & Bers; Coastline Newport Beach Learning Center

Meeting Nov 17, 2010 - Regular Meeting

Category 23. Buildings and Grounds Approvals

Access Public

Type Action

Approve Standard Professional Services Agreement with Allana Buick & Bers; Coastline Newport Beach Learning Center

1. Background:

The Coastline Newport Beach Learning Center building will include several Leadership in Energy Efficient Design (LEED) features, including a roof-top garden, roof-mounted solar panels, and skylights. The project team has identified several of these features as potential sources of water intrusion and is recommending that the District contract an independent waterproofing consultant to provide input as to the design and installation of the building waterproofing components. Allana, Buick, & Bers (ABB) is regarded as one of the foremost experts in this field. Their experience with waterproofing installations of similar size, scope, and complexity make ABB the ideal specialist for the Coastline Newport Beach Learning Center project.

2. Goal/Purpose

Minimize the potential for building leaks/water intrusion by conducting an independent review of the construction plans and ensuring the proper installation of the building "envelope".

3. Comments

None

4. Recommendation Statement

After review by the Coastline Community College Acting Vice President of Administrative Services, Coastline Community College Director of Maintenance and Operations, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Allana Buick & Bers for waterproofing consulting services for the Coastline Newport Beach Learning Center pursuant to the Districts' Standard Professional Services 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 review and oversight of the following:

- a. Podium Waterproofing
- b. Roofing Systems
 - Solar Penetrations on the Low Slope (Flat) Roof
- c. Exterior Wall System
 - Window and Doors
 - Curtain Wall System

Fee for the above services: \$10,640

Fiscal Impact: \$10,640 (General Obligation Bond Funds/Measure C)
Master Plan Approved Project
CCC Newport Beach Learning Center

Master Plan Approved Project
OCC Upgrade Campus Classrooms
OCC Classroom Refurbishment Project

Subject 23.03 DIS - Bid Tabulations and Award of Neurodiagnostic and Polysomnography Systems for the Orange Coast College (ABC Building); Bid No. 1988

Meeting Nov 17, 2010 - Regular Meeting
Category 23. Buildings and Grounds Approvals
Access Public
Type Action

Bid Tabulations and Award of Neurodiagnostic and Polysomnography Systems for the Orange Coast College (ABC Building); Bid No.1988

1. Background:

The new Orange Coast College Science Facilities Consumer Health and Lab Science Buildings state of the art and specialty instructional equipment was specifically omitted from the original Consumer Health and Lab Science Building (ABC Building) construction bid to ensure that the best available technology would be provided prior to occupancy of the new facility.

2. Goal/Purpose:

To provide the new and updated instructional lab equipment to the newly constructed OCC ABC Building.

3. Comments:

A no bid response on lot #2 was received from the three bidders. The Transcranial Doppler machine is unique in that only a select few vendors are able to provide this equipment. Although the bid was sent to one of those few vendors, their bid documents did not arrive at the District at the prescribed time and was therefore rejected and returned unopened.

4. Recommendation Statement:

Notices were published on October 12th and October 19th, 2010 in the newspaper. Six (6) bid packages were e-mailed to prospective bidders and three (3) bids were received.

An addendum was issued for correction and clarification which resulted in moving the closing date back one week. The bids were opened on November 2, 2010 for Neuro-diagnostic and Polysomnography systems for Orange Coast College Bid No. 1988. Each bidder was required to bid on each lot as shown:

- Lot #1 Combination PSG/LTM/ICU EEG Monitoring System.
- Lot #1a IONM/EP Multiplatform System.
- Lot #2 Transcranial Doppler Machine
- Lot #3 Digital EEG Machines
- Lot #4 Evoked Potential (EP)/Nerve Conduction (NCS) Machines

After analysis and review by the Consumer & Health Sciences Division at Orange Coast College, Purchasing and Accounts Payable Manager, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board award Bid 1988 to Cadwell Laboratories Incorporated as set forth on their alternate bid. Cadwell is not only the lowest overall bidder, but they also proposed an alternative bid price which, if awarded all lots, would save the District just over \$28,000 dollars. Bid results as shown below:

Cadwell Laboratories, Inc.	Lot #1	\$66,231.60
909 North Kellogg St.	Lot #1a	\$42,760.50
Kennewick, WA 99336	Lot #2	No Bid
	Lot #3	\$99,222.10
	<u>Lot #4</u>	<u>\$97,229.52</u>
Sub Total		\$305,443.72
Tax		<u>\$26,726.33</u>

Total **\$332,170.05**

Cadwell Labs Alternate #1

Lot #1	\$68,810.00
Lot #1a	\$45,000.00
Lot #2	No Bid
Lot #3	\$104,041.00
<u>Lot #4</u>	<u>\$109,672.00</u>
Sub Total	\$327,523.00
Package Discount	(\$120,079.00)
Shipping	\$5,390.00
4 Year Warranty	\$66,528.00
Sub Total	\$279,362.00
Tax	\$24,444.18
<u>Total</u>	<u>\$303,806.18</u>

Natus Medical Inc.
1501 Industrial Road
San Carlos, CA 94070

Lot #1	\$68,283.00
Lot #1a	\$38,851.00
Lot #2	No Bid
Lot #3	\$131,921.00
<u>Lot #4</u>	<u>\$78,124.00</u>
Sub Total	\$317,179.00
Tax	\$27,753.16
Total	\$344,932.16

Nihon Kohden
90 Icon Street
Foothill Ranch, Ca 92610

Lot #1	\$99,232.40
Lot #1a	\$49,090.00
Lot #2	No Bid
Lot #3	\$99,222.10
<u>Lot #4</u>	<u>\$97,229.52</u>
Sub Total	\$409,613.40
Tax	\$35,841.17
Total	\$445,454.57

Fiscal Impact: \$303,806.18 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 (OCC ABC Building)

24. General Items of Business

Subject **24.01 DIS - Approval of Material Fees**
Meeting Nov 17, 2010 - Regular Meeting
Category 24. General Items of Business
Access Public
Type Action

Instructional Material Fees

Material fee information was presented to and reviewed by the Board at the November 3, 2010 board meeting. It is now recommended by the College Curriculum Committee, with concurrence of the College President and the Chancellor, that the attached material fee revisions, deletions, and/or new fees be approved for inclusion in the curriculum.

A copy of the material fee request forms is on file in the Board Office.

File Attachments

[Material Fees.pdf \(64 KB\)](#)

Approval of Instructional Material Fees
 A copy is available for viewing in the Board Office.

Coastline College

Effective Spring 2011

Deletions:	FROM	TO
Accounting C107 – Accounting with QuickBooks	\$4.00	\$0.00
Business Computing C080 – Computer Basics – Internet	\$4.00	\$0.00
Business Computing C147-2 – Beginning Microsoft Word	\$22.00	\$0.00
Biology C170 – Human Anatomy	\$30.00	\$0.00
Law C100 – Introduction to Paralegal Studies	\$2.00	\$0.00
Law C128 – Legal Procedure 2	\$2.00	\$0.00
Process Technology C111 – Health, Safety, and Environment	\$3.00	\$0.00
Process Technology C112 – Quality Management	\$3.00	\$0.00
Process Technology C113 – Process Technology I: Equipment	\$3.00	\$0.00
Process Technology C114 – Process Technology II: Systems	\$3.00	\$0.00
Process Technology C115 – Process Control III: Operations	\$3.00	\$0.00
Process Technology C116 – Instrumentation I	\$3.00	\$0.00
Real Estate C100 – Real Estate Principles	\$3.00	\$0.00
Real Estate C120 – Real Estate Practice	\$3.00	\$0.00

Revisions (Increase):	FROM	TO
Computer Services Technology C2021 – Cisco Router Configuration/CCNA2	\$4.00	\$5.00

Effective Fall 2011

Deletions:	FROM	TO
Law C142 – Probate Administration/Estate Planning	\$4.00	\$0.00

Golden West College

Effective Fall 2010

Revisions (Decrease):	FROM	TO
Geology G100 – Physical Geology	\$7.50	\$3.00

Effective Spring 2011

Deletions:	FROM	TO
Accounting G100 – Accounting Elements	\$5.00	\$0.00
Accounting G101 – Financial Accounting	\$5.00	\$0.00
Accounting G102 – Managerial Accounting	\$5.00	\$0.00
Business G108 – Legal Environment of Business	\$3.00	\$0.00
Business G110 – Business Law	\$3.00	\$0.00
Business/Marketing G121 – Personal Finance	\$4.00	\$0.00
Business G210 – Securities and Investments	\$5.00	\$0.00
Marketing G100 – Principles of Marketing	\$2.00	\$0.00

Effective Fall 2011

Revisions (Decrease):	FROM	TO
Biology G155 – Introduction to Anatomy and Physiology	\$6.50	\$6.00
Biology G170 – Anatomy	\$5.00	\$4.50
Biology G185 – Principles of Zoology	\$7.00	\$5.00
Biology G190 – General Botany	\$7.00	\$5.00
Criminal Justice G090 – Specialized Investigator's Basic Course	\$349.50	\$174.50
Nursing G100 – Nursing Process I	\$219.00	\$184.00
Nursing G150 – Nursing Process II	\$310.00	\$148.50
Nursing G190 – Transition to Registered Nursing	\$310.00	\$258.00
Nursing G200 – Nursing Process III	\$205.00	\$148.50
Nursing G250 – Nursing Process IV	\$261.00	\$137.50

Revisions (Increase):	FROM	TO
Biology G100/G100Honors – Introduction to Biology/Intro to Biology, Honors	\$5.00	\$7.00
Biology G104L – Marine Life Laboratory	\$4.50	\$6.00
Biology G175 – Human Physiology	\$0.00	\$2.00
Biology G210 – General Microbiology	\$13.00	\$14.00
Chemistry G180 – General Chemistry	\$15.50	\$17.00
Cosmetology G002 – Cosmetology, Freshman Level I	\$1280.00	\$1408.00
Cosmetology G071 – Esthetics – Level 1	\$800.00	\$1017.00
Criminal Justice G064 – Police Academy – Regular Basic Course	\$110.00	\$116.00
ESLW G011 – Present and Present Progressive Tense Skills Development	\$0.00	\$3.00
ESLW G025 – Sentence Combining, Introduction	\$0.00	\$2.00
ESLW G026 – Prepositions, Introduction to	\$0.00	\$2.00
ESLW G044 – The Formation and Use of Modal Auxiliaries	\$0.00	\$2.00
ESLW G054 – Passive Voice Skills Development	\$0.00	\$2.00
ESLW G056 – Present Perfect	\$0.00	\$3.00

Subject **24.02 DIS - Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractors Services**

Meeting Nov 17, 2010 - Regular Meeting

Category 24. General Items of Business

Access Public

Type Action

Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services

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 2010-2011. 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.

Titan Environmental Solutions
940 East Orangethorpe Ave Suite B
Anaheim CA 92801

25. Resolutions

Subject **25.01 DIS - Resolution # 10-27 To Enter into an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center Infant and Toddler Resource Grant (CCAP-0064)**

Meeting Nov 17, 2010 - Regular Meeting

Category 25. Resolutions

Access Public

Type Action

Resolution # 10-27 To Enter into an Agreement with the California Department of Education , Child Development Division for the Harry and Grace Steele Children's Center Infant and Toddler Resource Grant (CCAP-0064) (See Attachment # 12)

File Attachments

[Resolution - Children's Center Infant Toddler Resource Grant.pdf \(198 KB\)](#)

Subject 25.02 DIS - Resolution # 10-29 For Layoff Due to Lack of Funds: One-Stop Center Coastline Community College

Meeting Nov 17, 2010 - Regular Meeting

Category 25. Resolutions

Access Public

Type Action

Resolution # 10-29 For Layoff Due to Lack of Funds: One-Stop Center Coastline Community College
(See Attachment # 8)

File Attachments

[RESOLUTION Layoffsiu.pdf \(150 KB\)](#)

26. Approval of Minutes

Subject **26.01 Approval of Minutes of Regular Meeting of November 3, 2010**
Meeting Nov 17, 2010 - Regular Meeting
Category 26. Approval of Minutes
Access Public
Type Action

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Minutes of the Regular Meeting of November 3, 2010 be approved.

File Attachments

[Min 11-03-10 Regular Meeting.pdf \(78 KB\)](#)

27. Policy Implementation

Subject **27.01 DIS - Adoption of Policy 010-2-27 (BP 2227) Board of Trustees' Legislative Affairs Committee**

Meeting **Nov 17, 2010 - Regular Meeting**

Category **27. Policy Implementation**

Access **Public**

Type **Action**

Adoption of Policy 010-2-27 (BP 2227) Board of Trustees' Legislative Affairs Committee

At the November 3, 2010 Board of Trustees' meeting, the Board had the opportunity to review draft policy 010-2-27 (BP 2227) Board of Trustees' Legislative Affairs Committee. After review by the Secretary of the Board, it is recommended by the Board Clerk that the Board adopt policy 010-2-27 (BP 2227) Board of Trustees' Legislative Affairs Committee. (See Attachment # 7)

Subject **27.02 DIS - Appointments to the Board of Trustees' Legislative Affairs Committee**
Meeting Nov 17, 2010 - Regular Meeting
Category 27. Policy Implementation
Access Public
Type Action

Appointments to the Board of Trustees' Legislative Affairs Committee

At this time, Trustees shall appoint two members to serve on the Board's Legislative Affairs Committee, one for a term ending in December 2012 and another for a term ending in December 2013.

28. Close of Meeting

Subject 28.01 - 28.02 Close of Meeting
Meeting Nov 17, 2010 - Regular Meeting
Category 28. Close of Meeting
Access Public
Type Action

28.01 Public Comment (Items Not on Agenda)

At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Persons wishing to make comments are allowed five minutes per item. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees 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 a later point in the Agenda. 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 of Trustees at, (714) 438-4848, as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.

28.02 Adjournment

Regular Meeting

Board of Trustees

Coast Community College District

District Board Room

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

November 3, 2010

MINUTES

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

1.00 Preliminary Matters

1.01 Call to Order

Board President Jerry Patterson called the meeting to order at 5:05 p.m.

1.02 Roll Call

Trustees Present: Jerry Patterson, Mary Hornbuckle, Walt Howald, Jim Moreno, Lorraine Prinsky and Student Trustee Lee Fuller (who joined the meeting at 6:30 p.m.)

Trustees Absent: None

1.03 Public Comment (Closed Session – Items on Agenda)

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

1.04 Recess to Closed Session

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

The Board recessed to Closed Session at 5:06 p.m. to discuss the following items:

1.04.01 Public Employment (Pursuant to Government Code 54957 (b)(1)) (See Appendix A pages 17-25)

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
 - a. Administrative Dean
 - b. Administrative Director
 - c. Associate Dean
 - d. Associate Dean/Director St. Hlth Ct
 - e. Dean
 - f. Director
 - g. Gen Mgr Food Services
 - h. Vice President
6. Classified Management
 - a. Payroll Systems Manager
7. Classified Staff
 - a. Staff Aide
 - b. Support Clerk
8. Reclassification and Reorganization/Reassignment
 - a. Manager, Contract Education Operations
 - b. Military/Contract Education Program Coordinator
 - c. Bookstore Fiscal Operations Specialist
 - d. Facilities Systems Engineer/Programmer
 - e. Warehouse Coordinator
 - f. Maintenance Lead
 - g. Groundskeeper Lead
9. Classified Temporary Assignments
 - a. Staff Assistant Special Project
 - b. Special Assignment
 - c. Child Care Eligibility Specialist
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

1.04.02 Conference with Legal Counsel: Existing Litigation

(Pursuant to sub-section "a" of Government Code Section 54956.9)

Jacobson v. Coast Community College District (Arbitration)
Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)
Morgenstern v. Orange Coast College et al., Orange County Superior Court Case
No.30-2008-00109222
Coast Community College Association vs. Coast Community College District, PERB
Case#LA-CE-54-36-E
Coast Community College District vs. MEP, Inc. et al., Orange County Superior Court
Case No. 30-2010-00380564

1.04.03 Conference with Legal Counsel: Existing Litigation

(Pursuant to sub-section "b" of Government Code Section 54956.9)

1.04.04 Public Employee Discipline/Dismissal/Release

(Pursuant to Government Code Section 54957)

1.04.05 Conference with Labor Negotiator

(Pursuant to Code Section 54957.6)

Agency Negotiator: Deborah Hirsh, 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

The meeting was reconvened to Open Session at 6:33 p.m.

1.06 Pledge of Allegiance – Trustee Walter G. Howald

Trustee Walt Howald led the Pledge of Allegiance to the United States.

1.07 Report of Action from Closed Session

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted unanimously to approve all items in Agenda Item 1.04.01 Public Employment. (See Appendix A pages 17-25)

Motion carried with the following vote:

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

1.08 Public Comment (Open Session – Items on Agenda)

Lynne Riddle addressed the Board regarding the Board Election.

1.09 Presentations, Ceremonial Resolutions and Public Hearings

1.09.01 Coast Community College District Resolution Honoring Dr. Christian Teeter

1.09.02 Coast Community College District Resolution Honoring Dr. Tom Garrison

The Board recognized Dr. Teeter and Dr. Garrison with resolutions honoring their achievements.

1.10 Resolution to Honor and Accept Retirements

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

1.10.01 Virginia Hanson, CCC, Assistant Director, Workforce and Economic Development, retirement effective 01/03/11.

1.10.02 Linda Mellor, CCC, Staff Specialist, retirement effective 01/03/11.

It was moved by Mr. Howald and seconded by Dr. Prinsky to accept these retirements.

Motion carried with the following vote:

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

2.0 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 Report from the Chancellor

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

2.02 Reports from the Presidents

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

Dr. Loretta Adrian, Coastline Community College
Dr. Dennis Harkins, Orange Coast College
Wes Bryan, Golden West College

2.03 Reports from the Officers of Student Government Organizations

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

David Salai, ASG President, Golden West College
Lisa Okamoto, ASG President, Coastline Community College
Catherine Tran, ASOCC President, Orange Coast College

2.04 Reports from the Academic Senate Presidents

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

Vesna Marcina, Orange Coast College (OCC) Academic Senate President
Theresa Lavarini, Golden West College (GWC) Academic Senate President
Nancy Jones, Coastline Community College (CCC) Academic Senate President

2.05 Reports from the Presidents of Employee Representative Groups

Vince Rodriguez, President, Coast District Management Association (CDMA)
Dean Mancina, President, Coast Federation of Educators (CFE) presented a report of the 2010 Orange County Workforce Development Conference "Road to an Innovative Recovery".

2.06 Reports from the Board of Trustees

Board members provided individual reports.

2.07 Reports from the Board Committees & Review of Board Committee Meeting Dates

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

3.0 Matters for Review, Discussion and/or Action I

3.01 Review of Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2010/2011 as presented in the November 3, 2010 Agenda.

3.02 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.

3.03 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. Moreno and seconded by Ms. Hornbuckle to add an item to the Log for the Chancellor to provide a status report on where the District is with the Alert U Program, including the number of students involved. Additionally, the Board accepted the proposed new directive due dates.

Motion carried with the following vote:

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

3.04 Instructional Material Fees

This agenda item was moved forward to the November 17, 2010 Agenda.

4.00 Matters for Review, Discussion and/or Action II

4.01 Review of Buildings and Grounds Reports

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

4.02 Opportunity for Review of Draft Policy for the Board of Trustees' Legislative Affairs Committee

This agenda item was moved forward to the November 17, 2010 Agenda.

4.03 Review of Proposed Policy Revision 060-1-10, Faculty/Academic Senate Role in Governance

This agenda item will be brought back to the Board for review at a future board meeting, date to be determined.

5.0 Consent Calendar

Section G "**Approval of Classified and Confidential Staff Longevity Payments**" was pulled. It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the remainder of the Consent Calendar as presented in the November 3, 2010 Agenda.

Motion carried with the following vote:

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

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle to approve the **Longevity Payments Revision** with a request for Staff to provide the Board with a memo clarifying the Longevity Payment totals.

Motion carried with the following vote:

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

20.0 Action Items – Approval of Agreements

26.01 OCC - Approve Authorization to Enter Into An Agreement between the Coast Community College District/Orange Coast College and the Community College Library Consortium

It was moved by Mr. Howald and seconded by Mr. Fuller to approve the Agreement between the Coast Community College District (Orange Coast College) and the Community College Library Consortium for the renewals January 2011 through December 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

List of databases to renew:

Title Source Gold
Title Source, Gold - additional IDs
Britannica Online
Academic One File Upgrade Package
Literature Resource Center
Opposing Viewpoint in Context
Science Resource Center
Grove Music Online
Los Angeles Times

Fiscal Impact: \$57,984.82 to be paid from general funds.

Motion carried with the following vote:

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

26.02 OCC - Authorization to Enter Into Agreement between the SEIU UHW – West & Joint Employer Educational Fund (COMPANY) and the Coast Community College District for the purpose of offering instruction in Math A010 “Elementary Algebra” by Orange Coast College

It was moved by Mr. Moreno and seconded by Dr. Prinsky to approve the agreement between SEIU UHW – West & Joint Employer Educational Fund (COMPANY) and the Coast Community College District (Orange Coast College) for the purpose of offering instruction in Math A010 “Elementary Algebra” as requested by company from January 31 through May 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 Impact: Orange Coast College Community Education to receive \$10,800 revenue from this contract. Math and Science Division to receive 10% of the total contract and OCC Community Education office to receive net proceeds of this program.

Motion carried with the following vote:

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

26.03 CCC - Approve Agreement between MedCerts, LLC. and the Coast Community College District in Delivering Medical Administrative Assistant Courses to Students

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve the Agreement between MedCerts, LLC., and the Coast Community College District to deliver a Comprehensive Medical Front Office Administration and Billing/Coding Program through the Workforce Investment ACT (WIA) and MyCAA Programs. 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 Impact: Estimated Gross Income of \$58,500 based upon an estimated enrollment of a minimum of 10 students at \$5,850 per student.

Motion carried with the following vote:

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

26.04 CCC - Approve Agreement between Dallas TeleLearning and the Coast Community College District in Providing Telecourses to Students.

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Agreement between approve the Agreement between Dallas TeleLearning and Coast Community College District for the lease of the following telecourses for Summer, Fall, and Spring 2010 through 2013: Exploring Society, Sociology 100; Shaping America, History 170; Transforming America, History 175; Voices in Democracy, Political Science 100; It's Strictly Business, Business 100; For The Love of Wisdom, Philosophy 100; Nutrition Pathways, Food and Nutrition 170; and Journey to Health, Health 100. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: No license fee for telecourses; telecourse enrollment fee expense of \$15 per student.

Motion carried with the following vote:

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

26.05 CCC - Approve Amended 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 Mr. Fuller to approve the Amended 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 Board President, or designee, is authorized to sign the Amended Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None

Motion carried with the following vote:

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

26.06 CCC - Approve Agreement between Colleageanywhere and the Coast Community College District in Providing Telecourses to Students

It was moved by Ms. Hornbuckle and Mr. Fuller to approve the Agreement Colleageanywhere and the Coast Community College District for the lease of the following telecourses for Summer, Fall, and Spring 2010 through 2013:): Introduction to Entrepreneurship, Business 222 and Legal Environment of Business, Business 110. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: License fee per telecourse is \$750 per semester with no per student enrollment fee.

Motion carried with the following vote:

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

26.07 CCC - Authorization to Enter into an Amendment of an Existing Lease between Business Properties Partnership No. 15, a California General Partnership, and the Coast Community College District for the Purpose of Classroom Use at the Coastline Community College Art Gallery Site

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the amended agreement between Business Properties Partnership No. 15 and the Coast Community College District for classroom and art gallery space at the Coastline Community College Art Gallery site. 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: 5/6/05)

Fiscal Impact: 18-month lease from February 1, 2011 - January 31, 2012: (\$4,387.50) per month; February 1, 2012 - July 31, 2012 (\$4,519.13) per month.

Motion carried with the following vote:

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

26.08 DIS - Authorization to Enter into a Non-Standard Agreement between NCB, FSB and the Coast Community College District Restating Certain Terms of Existing Intercreditor Agreement

It was moved by Mr. Fuller and seconded by Mr. Howald to approve the Restated Agreement with NCB, FSB. The District is agreeing that, irrespective of the provisions of

Section 14 of the District's Intercreditor Agreement, dated with NCB, FSB, November 1, 2004 (Exhibit "1"), to the contrary, the provisions of the Intercreditor Agreement shall be applied on the basis of the modified loan terms contained in the loan documents between NCB, FSB as lender and KOCE-TV Foundation as borrower (Exhibit "2"). This Agreement has no fiscal impact to the District. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board.

Fiscal Impact: This Agreement restates and reaffirms the parties agreement to maintain the existing parity liens as set forth in Section 3 of the Intercreditor Agreement between NCB, FSB, dated November 1, 2004.

Motion carried with the following vote:

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

26.09 DIS - Authorization to Enter into a Non-Standard Client Services Agreement Between the Coast Community College District and Marsh Risk and Insurance Services for the Brokerage of Specialized Insurance Coverages

It was moved by Mr. Fuller and seconded by Dr. Prinsky to approve the Marsh Risk and Insurance Client Services Agreement for specialty insurance brokerage services.

Fiscal Impact: \$33,500.00 per year, for three years, as a fixed annual service fee for specialized insurance services.

Motion carried with the following vote:

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

27.00 Action Items – Buildings and Grounds Approvals

27.01 DIS - Authorization to File Notice of Completion

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

OCC Recycling Center Solar Panels: Bid No. 1972

Contractor: The MSH Construction Co. dba The Moss Co.

Motion carried with the following vote:

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

27.02 DIS - Approve Standard Professional Services Agreement with Glorria Morrison & Associates; Federal Emergency Management Agency (FEMA) Hazard Mitigation Plan

It was moved by Mr. Fuller and seconded by Dr. Prinsky that authorization be given to employ Glorria Morrison & Associates to develop a District-wide Hazard Mitigation Plan pursuant to the Districts' Standard Professional Services 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:

1. Provide research on the districts natural hazards and vulnerabilities
2. Develop strategies/projects to prevent or mitigate the hazards
3. Meet all Federal Emergency Management Agency Planning requirements, making the district eligible for future project grants.

Fee for the above services: \$75,000

Fiscal Impact: \$75,000 (District Capital Funds)
 Master Plan Approved Project

Motion carried with the following vote:

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

27.03 Approve Change Order No. 1; Orange Coast College Student Center Swing Space; Bid No. 1974

It was moved by Mr. Fuller and seconded by Mr. Moreno that authorization be given for Change Order No. 1 to Orange Coast College Student Center Swing Space; Bid No. 1974 as described in the Change Order document attached to each Trustee's agenda. The Board President, or designee, is authorized to sign the Change Order and any related documents.

Bergelectric Corporation – Category A – Electrical

Closeout Credit for Allowances <\$4,589>

Contract Amount: \$227,270 (C.O. 1: 2.02% Decrease)

Total Change Orders: <\$4,589> (2.02% Decrease)

HPS Mechanical Inc. – Category B – Plumbing

Closeout Credit for Allowances <\$3,996>

Contract Amount: \$143,579 (C.O. 1: 2.78% Decrease)

Total Change Orders: <\$3,996> (2.78% Decrease)

Fiscal Impact: <\$8,585> (Measure C – General Obligation Bond Fund)
 Master Plan Approved Project
 OCC Upgrade Student Services
 OCC Student Center Swing Space

Motion carried with the following vote:

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

27.04 DIS – Bid Tabulations and Award of Microscopes for Contract: Orange Coast College (ABC Building); Bid No.1987

It was moved by Mr. Fuller and seconded by Dr. Prinsky that Bid 1987 be awarded to the lowest qualified bid as shown below. Lot #1 through Lot #9 to Olympus America, Inc

Lot #1 Olympus SZ-5145 Plain Stand with Bifurcated Light Guides for Majors Biology

- | | |
|---|--------------------|
| 1. Olympus America, Inc
3500 Corporate Parkway Center Valley, PA 18034-0610 | \$51,253.44 |
| 2. Miles Co. Scientific Princeton, MN 55371 | No Bid |
| 3. Parco Scientific Co Westland, MI 48185 | No Bid |

Lot #2 Olympus CX31 with 100x oil Objective

- | | |
|---|--------------------|
| 1. Olympus America, Inc
3500 Corporate Parkway Center Valley, PA 18034-0610 | \$87,520.61 |
| 2. Miles Co. Scientific Princeton, MN 55371 | No Bid |
| 3. Parco Scientific Co Westland, MI 48185 | No Bid |

Lot #3 Olympus CX31

- | | |
|---|--------------------|
| 1. Olympus America, Inc
3500 Corporate Parkway Center Valley, PA 18034-0610 | \$53,137.51 |
| 2. Miles Co. Scientific Princeton, MN 55371 | No Bid |
| 3. Parco Scientific Co Westland, MI 48185 | No Bid |

Lot #4 Olympus CX41 Instructors Microscope Bio Majors

- | | |
|---|--------------------|
| 1. Olympus America, Inc
3500 Corporate Parkway Center Valley, PA 18034-0610 | \$14,910.93 |
| 2. Miles Co. Scientific Princeton, MN 55371 | No Bid |
| 3. Parco Scientific Co Westland, MI 48185 | No Bid |

Lot #5 Olympus SZ-6145 Trinocular head with LED Illuminator Bio Majors

- | | |
|---|-------------------|
| 1. Olympus America, Inc
3500 Corporate Parkway Center Valley, PA 18034-0610 | \$5,991.69 |
| 2. Miles Co. Scientific Princeton, MN 55371 | No Bid |
| 3. Parco Scientific Co Westland, MI 48185 | No Bid |

Lot #6 Olympus CX21

- | | |
|--|--------------------|
| 1. Olympus America, Inc
3500 Corporate Parkway Center Valley, PA 18034-0610 | \$46,413.11 |
| 2. Miles Co. Scientific Princeton, MN 55371 | No Bid |
| 3. Parco Scientific Co Westland, MI 48185 | No Bid |

Lot #7 Olympus SZ-5145 Plain Stand with Bifurcated Light Guides

- | | |
|--|--------------------|
| 1. Olympus America, Inc
3500 Corporate Parkway Center Valley, PA 18034-0610 | \$51,153.01 |
| 2. Miles Co. Scientific Princeton, MN 55371 | No Bid |
| 3. Parco Scientific Co Westland, MI 48185 | No Bid |

Lot #8 Olympus CX41 Instructors Microscope Bio.100L

- | | |
|--|-------------------|
| 1. Olympus America, Inc
3500 Corporate Parkway Center Valley, PA 18034-0610 | \$6,200.49 |
| 2. Miles Co. Scientific Princeton, MN 55371 | No Bid |
| 3. Parco Scientific Co Westland, MI 48185 | No Bid |

Lot #9 Olympus SZ-6145 Trinocular head with LED Illuminator Camera's Bio 100

- | | |
|--|--------------------|
| 1. Olympus America, Inc
3500 Corporate Parkway Center Valley, PA 18034-0610 | \$10,259.04 |
| 2. Miles Co. Scientific Princeton, MN 55371 | No Bid |
| 3. Parco Scientific Co Westland, MI 48185 | No Bid |

Fiscal Impact: \$285,000.00 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 (OCC ABC Building)

Motion carried with the following vote:

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

28.0 General Items of Business

28.01 OCC - Authorization to Conduct a Short-term Language Study Abroad Program in Rome, Italy during Summer 2011

It was moved by Mr. Fuller and seconded by Dr. Prinsky to approve the short-term language study abroad program in Rome, Italy, during Summer 2011. This program is a standard travel contractor agreement. All logistical arrangements will be handled by ACCENT(International Consortium for Academic Programs Abroad).

Franca Hamber, OCC part-time Literature & Languages faculty, to serve as faculty. No replacement costs for faculty assigned to program. All payments by trip participants for

travel services shall be made to the travel contractor. Travel contractor shall account to CCCD for the total cost of the trip.

Motion carried with the following vote:

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

28.02 DIS - Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2010-2011. 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.

Data Specialties, Inc.
8400 Kass Drive
Buena Park CA 90621-3808

R & L Medical Company
24662 Monte Royale Street
Laguna Hills CA 92653

International Paving Services
1199 Opal Avenue
Mentone CA 92359

Boyer Ambrose Flooring
16632 Gemini Lane
Huntington Beach CA 92647

Motion carried with the following vote:

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

29.00 Resolutions

29.01 Resolution # 10-26, Designation of Applicant's Agent Resolution Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to adopt Resolution #10-26, Designation of Applicant's Agent Resolution Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program.

Motion carried with the following vote:

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

30.00 Approval of Minutes

30.01 Approval of Minutes for Regular Board Meeting of October 6, 2010 and the Regular/Study Session Meeting of October 13, 2010

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle to approve the minutes of the October 6, 2010 Regular Board Meeting, and the Regular/Study Session Meeting of October 13, 2010.

Motion carried with the following vote:

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

31.00 Close of Meeting

31.01 Public Comment (Items Not on the Agenda)

31.01 Public Comment

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

31.02 Adjournment

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

Motion carried with the following vote:

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

The meeting was adjourned at 8:35 p.m.

Secretary of the Board of Trustees

Appendix

	Page
A. Public Employment Report.....	17-25

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

NETLAB SERVERS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Chen, Eric	11/04/10	06/30/11	PDH	\$29.46	\$9871.00

BASIC SKILLS WORKSHOPS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Desmond, Deborah	11/04/10	12/19/10	PDM	\$43.55

TEACH 3 PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Yaron, Sharon	08/01/10	12/19/10	PDH	\$29.46	\$1597.06

Justification: Division forgot to send in paperwork

DIGITAL MEDIA ARTS PATHWAY DAY EVENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Hernandez, Marcela	11/04/10	11/06/10	PDH	\$29.46	\$100.00
Kobata, Sarah	11/04/10	11/06/10	PDH	\$29.46	\$100.00
Marquez, Gilbert	11/04/10	11/06/10	PDH	\$29.46	\$300.00

SCIENCE LAB PREP WORK

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Chhun, Surya	11/04/10	06/30/11	PDH	\$29.46	\$7072.00
Giancarlo, Jennifer	11/04/10	06/30/11	PDH	\$29.46	\$7072.00
Nguyen, Scott	11/04/10	06/30/11	PDH	\$29.46	\$7072.00
Pourreza, Atousa	11/04/10	06/30/11	PDH	\$29.46	\$7072.00
Reyes, Jesus	11/04/10	06/30/11	PDH	\$29.46	\$7072.00
Sak, Kathleen	11/04/10	06/30/11	PDH	\$29.46	\$7072.00
Syed, Erum	11/04/10	06/30/11	PDH	\$29.46	\$7072.00

GRANT PROGRAM ASSESSMENT OF STUDENT LEARNING OUTCOME

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Covert, Robert	11/04/10	12/18/10	PDH	\$29.46
Gutierrez, Pedro	11/04/10	12/18/10	PDM	\$43.55
Johnson, Daniel	11/04/10	12/18/10	PDM	\$43.55
Lee, Lisa	11/04/10	12/18/10	PDM	\$43.55
Leighton, Kenneth	11/04/10	12/18/10	PDM	\$43.55
Lockwood, Frederick	11/04/10	12/18/10	PDM	\$43.55
Miller, Rosemary	11/04/10	12/18/10	PDH	\$29.46
Stewart, Cheryl	11/04/10	12/18/10	PDM	\$43.55
Torrini, Lynn	11/04/10	12/18/10	PDH	\$29.46
Worden, Mark	11/04/10	12/18/10	PDH	\$29.46

The following CCC Part Time Instructor to provide instructional opportunities for NCPACE for Military Contract Education during Fall semester.

Behr, George

GOLDEN WEST COLLEGE

CURRICULUM SUPPORT FOR COSMETOLOGY PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Christie, Joan	08/16/10	12/19/10	PDM	\$43.55	\$1568.00

Justification: Changed from IUA to Special Assignment

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Chu, Alice	11/04/10	12/19/10	IUM	\$1514.00	\$6056.00

COORDINATE SPECIAL PROGRAM FOR ATHLETIC POPULATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Icaro-Boiser, Rubirosa	11/04/10	12/19/10	PDH	\$29.46	\$1770.00

MEMBER OF THE COUNCIL FOR CURRICULUM AND INSTRUCTION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Zuidervaart, Genevieve	08/31/10	08/31/10	PDH	\$29.46	\$59.00
	09/14/10	09/14/10	PDH	\$29.46	\$59.00

Justification: Paperwork received late from Union

READER/EVALUATOR FOR SPANISH CHALLENGE WRITING SAMPLES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Alvarez, Veronica	08/03/10	08/29/10	PDH	\$29.46	\$177.00
Pham, Khanhvan	08/03/10	08/29/10	PDH	\$29.46	\$177.00

Justification: Division didn't realize instructors completed the assignment

NORTH AMERICAN RENEWABLE ENERGY TRAINING PROJECT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Cucurny, Marius	11/04/10	12/31/10	PDM	\$43.55	\$4182.00
Hersh, Thomas	11/04/10	12/31/10	PDM	\$43.55	\$4182.00

ORANGE COAST COLLEGE

COUNSELING STUDENTS WITH LEARNING DISABILITIES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Decker, Dawn	10/15/10	12/19/10	UNT	\$57.44

Justification: Resubmitted as correct document with new instructor

CTE OUTREACH AND ARTICULATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Plum, Caryn	11/04/10	12/31/10	PDH	\$29.46	\$3000.00

CURRICULUM DEVELOPMENT FOR GEOGRAPHY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Quinn, Christopher	09/20/10	09/24/10	PDH	\$29.46	\$100.00

Justification: Division didn't realize paperwork was not submitted

PART TIME LIBRARIAN

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Smith, Ward	11/04/10	12/19/10	UNT	\$57.44

SUPERVISING THE BASEBALL FIELD RENTAL

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Snapp, Kevin	06/13/10	07/11/10	PDH	\$29.46	\$650.00

Justification: Late paperwork due to confusion which budget number to use

PART TIME COUNSELOR INTERNATIONAL CENTER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Weber, Daniel	08/30/10	09/15/10	UNT	\$69.66

Justification: Had to resubmit; error on original paperwork

FACULTY DANCE CONCERT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Hunter, Amelie	10/01/10	10/30/10	PDM	\$43.55	\$500.00
Hurtado, Arleen	10/01/10	10/30/10	PDH	\$29.46	\$300.00

Justification: Division forgot to submit paperwork

TECHNOLOGY PATHWAY DAY EVENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Abernathy, Dean	11/04/10	11/06/10	PDM	\$43.23	\$200.00
Castano, Robert	11/04/10	11/06/10	PDM	\$43.23	\$200.00
Cervantes, Aureliano	11/04/10	11/06/10	PDH	\$29.46	\$200.00
Kings, Rose Anne	11/04/10	11/06/10	PDM	\$43.23	\$200.00
Peters, Tim	11/04/10	11/06/10	PDM	\$43.23	\$200.00

FULL TIME INTERNSHIP ACADEMY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Bloomfield, Lisa	01/03/11	01/30/11	EXM	\$72.00	\$360.00
Clark, Gregory	01/03/11	01/30/11	EXM	\$72.00	\$360.00
Cox, Steven	01/03/11	01/30/11	EXM	\$72.00	\$1800.00
Hayes, Laird	01/03/11	01/03/11	EXM	\$72.00	\$360.00
Morgan, Dennis	01/03/11	01/30/11	EXM	\$72.00	\$360.00
Neil, Jeanne	01/03/11	01/30/11	EXM	\$68.36	\$342.00
Reed, Charlene	01/03/11	01/30/11	EXM	\$72.00	\$360.00
Skeie, Leon	01/03/11	01/30/11	EXM	\$72.00	\$720.00
Tennant, Wayne	01/03/11	01/30/11	EXM	\$72.00	\$360.00
Wheaton, Dana	01/03/11	01/30/11	EXM	\$72.00	\$360.00
Zombek, Marki	01/03/11	01/30/11	EXM	\$72.00	\$360.00

PART TIME INTERNSHIP ACADEMY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Baltes, Christine	12/01/10	12/31/10	UNT	\$73.94	\$370.00
Blanc, George	12/01/10	12/31/10	UNT	\$73.94	\$370.00
Broberg, Scott	12/01/10	12/31/10	UNT	\$73.94	\$735.00
La Bounty, Jennifer	12/01/10	12/31/10	UNT	\$57.44	\$1149.00
Prioleau, Karen	12/01/10	12/31/10	UNT	\$61.88	\$619.00
Sabori, Sibley	12/01/10	12/31/10	UNT	\$73.94	\$2219.00
Williams, Ann	12/01/10	12/31/10	UNT	\$73.94	\$740.00
Wilson, Eric	12/01/10	12/31/10	UNT	\$73.94	\$370.00

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 **08/30/10 to 12/19/10** 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:

GWC

<u>Name</u>	<u>LHE</u>
Bales, Bruce	0.30
Carter, Henrietta	0.30
Wight, Gregory	2.00

Justification: Additional LHE

2. Substitute Faculty

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$45.69/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2010-11 academic year.

Golden West College

Abella, Dori
 Andersen, David
 Brady, Kenneth
 Follin, Stella
 Graves, Buchansha
 Johnson, Timothy
 Palmer, Theodore
 Salazar, Yvonne
 Whitney, Marisa

Orange Coast College

Manuck, Richard
 Pirona, Diego

3. Full time Faculty

None.

4. Part time Faculty

Summer

Assignment to be paid in accordance with the current salary part time faculty schedule and not to exceed 21 hours per week. Assignments exceeding 21 hours per week have been administratively approved.

Orange Coast College

For the period **06/06/11-08/14/11**

<u>Name</u>	<u>Wkly/Hrs</u>
Hamber, Franca	18.000

FALL

Assignments during the period **08/30/10-12/19/10** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

Coastline College

<u>Name</u>	<u>LHE</u>
Dye, David	1.625

Justification: Document error in the personnel office

McLaughlin, Marta 0.750
 Justification: Class added to accommodate students
 Proppe, Jean 3.000
 Justification: Re-opened this class, cancelled in error
 Wegter, Rachel 3.000
 Justification: Original instructor was unable to teach the class
 Forbes, Junko 4.000
 Jones, Julie 3.750
 Sleep, Katherine 1.125
 Justification: Class added late for 2nd 8 week session
 Yaron, Sharon 0.500
 Justification: Division forgot to submit paperwork

Golden West College

<u>Name</u>	<u>LHE</u>
Borack, Christy	2.130
Justification: Division forgot to send paperwork	
Henderson, Heather	0.420
Higgins, Michael	1.125
Justification: Need student enrollment before instructor is assigned (private music tutoring)	
Taylor, Lisa	4.500
Justification: Class added late for 2 nd 8 week session	
Benneman, Bud	3.000
Farris, James	3.000
Hitchner, Thomas	4.000
Jordan, Damien	1.500
Norton, Joshua	1.250
Sabat, Dave	3.750
Toffler, Betsy	4.000
Justification: New hires processed their paperwork late	

Orange Coast College

<u>Name</u>	<u>LHE</u>
Cole, Amanda	8.000
Justification: Original paperwork lost	
Diffley, Jennifer	4.000
Justification: Employee completed new hire paperwork late	
Ford, James	3.000
Justification: Due to changes in conflicting days and times	
Jones, Steven	3.000
Justification: Error on original paperwork	
Scarfone, Patricia	10.000
Sereno, Adrienne	10.000
Villegas Silva, Patricia	10.000
Justification: Need to fill coverage at last minute	

5. Educational Administrator

Administrative Dean
 Administrative Director
 Associate Dean
 Associate Dean/Director St Hlth Ct
 Dean
 Director
 Gen Mgr Food Service
 Vice President

6. Classified Management

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

Transfer

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Thompson, Daniela	DIST	Payroll Systems Manager	11/04/10	G-24-07	D-002-11

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, rehires and transfers:

Transfers

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>
Bola, Mary	OCC	Staff Aide	11/15/10	E-48-05
Nguyen, Minh	GWC	Support Clerk*	10/19/10	E-39-05

*In lieu of layoff.

8. Reclassification and Reorganization/Reassignment

It is recommended that authorization be given for the following changes for Classified Staff:

Permanent Reorganization/Reassignments

Classified Management

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Capoccia-White, Rozanne	CCC	Military/Contr Educ Programs Operations Asst Manager G-20	Manager, Contract Educ Operations G-22*	11/04/10

*This position may be extended, modified or eliminated based on changes from the funding source.

Classified

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Conlisk, Karen	CCC	Military Contr Educ Tech Intermediate E-45	Military/Contract Educ Program Coordinator E-54*	11/04/10
Crumsey, Marie	OCC	Bookstore Operations Assistant E-45	Bookstore Fiscal Operations Specialist E-50	11/04/10
Key, Randy	OCC	Energy Management Coordinator E-59	Facilities Systems Engineer/Programmer E-64	11/04/10
Quiroz, Elias	OCC	Bookstore Ship/RC Clerk E-39	Warehouse Coordinator E-44	11/04/10
Sanchez, Jorge	OCC	Maintenance, Skilled E-51	Maintenance Lead E-53	11/04/10
Schindler, David	OCC	Groundskeeper 3 E-45	Groundskeeper Lead E-50	11/04/10

*This position may be extended, modified or eliminated based on changes from the funding source.

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):

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Rusamiprasert, Laila	CCC	Receptionist	Staff Assistant Special Project	10/18/10	01/18/11	E-52-01

Extension of End Dates for Out of Class Assignments

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Plcmt</u>
Dutro, Chastity	OCC	Athletic Equipmt Manager	Special Assignment	Extend from 11/30/10 to 02/28/11	E-47-05
Whistler, Jillian	OCC	Child Care Eligibility Asst	Child Care Eligibility Specialist	Extend from 12/31/10 to 03/31/11	E-48-03

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 110+ are General Fund; 12+ are Categorical or Grant Funds and 8+ indicates Ancillary Funds.)

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

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Neal, Krystal	CCC	11/04/10	06/30/11	818010-880401	M,T,W,TH,F
Stewart, Peggy	CCC	11/04/10	06/30/11	818010-879910	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Dawood, Wafa	OCC	11/04/10	06/30/11	812001-201592	M,T,W,TH,F
	OCC	11/04/10	06/30/11	110001-201591	M,T,W,TH,F
	OCC	11/04/10	06/30/11	120176-251030	M,T,W,TH,F
	OCC	11/04/10	06/30/11	120176-251035	M,T,W,TH,F
Galvan, Aurora	GWC	11/04/10	06/30/11	124006-361518	M,T,W,TH,F
Garcia, Ashley	GWC	11/04/10	06/30/11	124006-361518	M,T,W,TH,F
Gaston, Karisa	GWC	11/04/10	06/30/11	124006-361518	M,T,W,TH,F
Jacobsen, Steven	CCC	11/04/10	06/30/11	110001-801301	M,T,W,TH,F
Kelba, Jessiery	GWC	11/04/10	06/30/11	124006-361518	M,T,W,TH,F
Leon, Silvia	GWC	11/04/10	06/30/11	124006-361518	M,T,W,TH,F
Nguyen, Elizabeth	GWC	11/04/10	06/30/11	124006-361518	M,T,W,TH,F
Nomura, Mitchell	CCC	11/04/10	06/30/11	818030-801204	M,T,W,TH,F
Prow, Katrina	OCC	11/04/10	06/30/11	812001-201592	M,T,W,TH,F
	OCC	11/04/10	06/30/11	110001-201591	M,T,W,TH,F
	OCC	11/04/10	06/30/11	120176-251030	M,T,W,TH,F
	OCC	11/04/10	06/30/11	120176-251035	M,T,W,TH,F
Richards, Ashley	OCC	11/04/10	06/30/11	812035-210402	M,T,W,TH,F
Sbonek-Cribari, Kathleen	GWC	11/04/10	06/30/11	124006-361518	M,T,W,TH,F
Trinh, Jacqueline	GWC	11/04/10	06/30/11	124006-361518	M,T,W,TH,F

Wong, Lisa	OCC	11/04/10	06/30/11	812001-201592	M,T,W,TH,F
	OCC	11/04/10	06/30/11	110001-201591	M,T,W,TH,F
	OCC	11/04/10	06/30/11	120176-251030	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Chavez, Inocencio	GWC	11/04/10	06/30/11	813020-381401	M,T,W,TH,F
Cianci, Zachary	GWC	11/04/10	06/30/11	813005-347502	M,T,W,TH,F
Lai, Catalina	GWC	11/04/10	06/30/11	813020-381401	M,T,W,TH,F
Piaskowski, Jeffrey*	OCC	06/13/10	07/11/10	812025-266851	M,T,W,TH,F
Putnam, Janell	GWC	11/04/10	06/30/11	813020-381401	M,T,W,TH,F
Reyes, Gabriel	GWC	11/04/10	12/31/10	110001-385302	M,T,W,TH,F
Stiles, Leo	OCC	11/04/10	06/30/11	812001-261605	M,T,W,TH,F
Vo, Son	GWC	11/04/10	06/30/11	813020-381401	M,T,W,TH,F

*Paperwork late from department, confusion over source of funds

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Alhadeff, Brian	GWC	11/04/10	06/30/11	110001-324301	M,T,W,TH,F
Barrington, Daniel*	OCC	10/15/10	06/30/11	110001-212100	M,T,W,TH,F
Tucker, Monte	OCC	11/04/10	06/30/11	812035-212805	M,T,W,TH,F

*Division hired needed employee

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Castruita, Patricia	OCC	10/21/10	12/31/10	818030-847515	M,T,W,TH,F

11. Substitute Classified

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

Orange Coast College

Cash, Jordan
Germi, Maria

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

Do, Luu
Harvey, Michael
Kaohn, Timothy
Tran, Nhi
Vu, Bao

Golden West College

Altman, Erin
Fiscus, Christopher
Huynh, Thu
Karakoyun, Osman
Kersey, Brian
Kim, Eun
Knotts, Michael
Le, Monica
Lopez, Richard
Nguyen, Duy
Renteros, Rommy
Seneca, Tyson
Silva, Dezirae
Smith, Heather
Solis, Luis
Sun, Wesley
Tharp, Rebekah
Tran, Anh
Van, Van-Thy

Orange Coast College

Borhan, Ramtin
Bravo, Sunnett
Cordova Alvarez, Carlos
Dang, Cindy
Duong, Khoi
Duque Gomez, Alvaro
Fong, Sze
Gabler, John-Paul
Ho, Phuc
Huynh, Bryan
Jin, Minsuk
Nattagh, Khashayer
Nguyen, Daniel
Nguyen, Phuong
Nguyen, Thu
Nguyen, Uyen
Oberlin, Chris
Pham, Tam
Tran, Alan
Tran, Nghia
Truong, Thomas

**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	9/15/10	Mary Hornbuckle Walt Howald	Vice Chancellor of Human Resources	Request for a brief report on Ratio of Managers to Faculty compared to other districts.	12-8-10	P
2	9/15/10	Lorraine Prinsky Walt Howald	Chancellor	Request for a future update from November 2009 report on OCC Student Funding matters.	11-17-10	P
3	5/19/10	Jim Moreno; 2 nd Walt Howald	Chancellor / Vice Chancellor of Administrative Services	Provide the Board with a comprehensive report to include a two-year and five-year plan of what the District's anticipated Information Technology needs are, or are projected to be.	4-6-11	P
4	12/9/09	Lorraine Prinsky; 2 nd Walt Howald	Chancellor	Provide the Board with frequent updates on the District's compliance with the 50% Law and FON, and provide the Board with an understanding of the impact of the ENDS Program on the 50% Law	Ongoing	P
5	8/19/10	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	P
6	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.	Ongoing	P
7	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.	Spring 2011	P
8	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.	5-18-11	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I= In Progress P=Pending
9	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.	1-19-11	P
10	11/3/10	Jim Moreno; 2 nd Mary Hornbuckle	Chancellor	To provide a status report on where the District is with the Alert U Program, including the number of students involved	11-17-10	P

Amendment to Agreement
between
Coast Community College District
and
Worth Publishers
re
Transitions throughout the Life Span

This is an amendment to an Agreement (“Agreement”) between Coast Community College District (“Coast”) and Worth Publishers (“Publisher”) executed by Coast on April 18, 2001, with respect to a telecourse entitled *Transitions throughout the Life Span* (“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 Fourth Edition of the Telecourse Student Guide, presently entitled *Telecourse Student Guide for Transitions throughout the Life Span to accompany The Developing Person through the Life Span*, the Publisher and Coast wish to have Coast prepare the necessary revisions for the Fourth Edition under the same terms and conditions applicable to the Telecourse Student Guide under the Agreement which will correspond to the Eighth Edition of the text, presently entitled, *The Developing Person through the Life Span*, by Kathleen Stassen Berger.

NOW, THEREFORE, it is mutually understood and agreed as follows with respect to the Fourth Edition:

1. Coast hereby grants to Publisher the right to print, publish, and sell the Fourth Edition under the same terms and conditions applicable to the Third Edition Telecourse Student Guide pursuant to the Agreement.
2. Coast shall deliver to Publisher on or before January 31, 2011 camera-ready mechanicals for the Fourth 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 October 15, 2010.
3. Publisher shall pay to Coast the sum of \$4,000.00 as a grant for revision to accommodate new edition of “The Developing Person through the Life Span” by Kathleen Stassen Berger, 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.
4. Pursuant to the terms of Section 9 of the Agreement, the copyright for the Fourth Edition, entitled *Telecourse Student Guide for Transitions Throughout the Life Span to accompany The Developing Person through the Life Span* shall be registered to Coast Community College District.

5. The warranties and indemnities expressed in Paragraphs 10 and 14 of the Agreement shall be extended to include any new material added by Coast to the Third Edition.
6. 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.
7. All notices to Publisher are to be sent to:
Worth Publishers
41 Madison Avenue
New York, NY 10010-2022

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:

Coast Community College District:

Worth Publishers

By _____
President, Board of Trustees

By _____
Publisher

With Notification to:

Executive Dean,
Instructional Systems Development
11460 Warner Avenue
Fountain Valley, CA 92708-2597

Acquisitions Editor
Worth Publishers
41 Madison Avenue
New York, NY 10010-2022

President, Board of Trustees
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

APPROVED AS TO FORM

District General Counsel

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is dated as of November 18, 2010 by and among Hobsons, Inc., a Delaware corporation ("Hobsons"), ApplyYourself, Inc., a Delaware corporation and a wholly-owned subsidiary of Hobsons ("AY"), and Coast Community College District (Coastline Community College) ("Customer"). Hobsons, AY, and Customer may be referred to herein individually as "Party" and collectively as "Parties."

- Services:** The services and / or products that Customer purchases and / or licenses from AY, if any (the "AY Services") shall be set forth on AY's order form (the "AY Order Form"), which shall be signed by Customer and AY in order to be effective and legally binding. The services and / or products that Customer purchases and / or licenses from Hobsons, if any (the "Hobsons Services" and together with the AY Services, collectively referred to as the "Services") shall be set forth on Hobsons' order form (the "Hobsons Order Form" and/or "Statement of Work" and together with the AY Order Form, collectively referred to as the "Order Forms"), which shall be signed by Customer and Hobsons in order to be effective and legally binding. In the event of any inconsistencies between the terms of this Agreement and any Order Form, the terms of this Agreement shall prevail.
- License and Service Fees:** Customer agrees to pay AY and Hobsons the applicable fees for the Services set forth on the applicable Order Forms at such times and in such amounts as set forth on the order forms. Billing terms shall be set forth on the applicable Order Forms. AY shall invoice Customer for the AY Services and Hobsons shall invoice Customer for the Hobsons Services. Customer shall remit fees for the AY Services to AY per the terms of the invoice received from AY and Customer shall remit fees for the Hobsons Services to Hobsons per the terms of the invoice received from Hobsons. Payment for Services will be due 30 days from the date of invoice. In the event any invoice is not paid when due, Customer shall have fifteen (15) calendar days after AY or Hobsons (as applicable) provides notice to Customer of such late payment to make such payment in full. If such payment in full is not received by AY or Hobsons (as applicable), then AY and Hobsons reserve the right to delay initiation of or halt any Service until payment is received in full. Should Customer desire to add additional Services during a given term, the fees for such add-on service(s) will be pro-rated to correspond to Customer's current term.
- Service Term:** The term of this Agreement shall commence on the date set forth above and, unless terminated earlier pursuant to Section 4 below, shall terminate on the last date that all Services set forth on the Order Forms are provided in accordance with the terms set forth therein. The AY Order Form shall set forth the term of the AY Services and the Hobsons Order Form will set forth the term of the Hobsons Services. Customer acknowledges that Hobsons and AY may utilize features which automatically cease the operability of licensed Services at the termination of license.
- Early Termination:** This Agreement and / or any and all Services hereunder, may be earlier terminated by Hobsons or AY upon written notice if Customer (a) breaches any material term or condition of this Agreement and fails to remedy the breach within thirty (30) days after being given written notice thereof (provided that no remedy period shall be provided in the event Customer breaches Sections 7, 9 or 14 of this Agreement), (b) ceases to function as a going concern or to conduct operations in the normal course of business, or (c) has a petition filed by or against it under any state or federal bankruptcy or insolvency laws (or their foreign equivalents) which petition has not been dismissed or set aside within sixty (60) days of filing. Customer may cancel any Service if the party providing the Service (AY or Hobsons) breaches any material term or condition of this Agreement and fails to remedy the breach within thirty (30) days after being given written notice thereof.

Notwithstanding any of the foregoing, in the event Customer desires to cancel the license of any software product included in the Services, the following shall apply: (i) there will be no cancellation charge in the event (A) Hobsons or AY, as applicable, receives written notice of cancellation of such license from Customer (the "Cancellation Notice") within seven (7) calendar days of Customer placing the order for such license and (B) the installation and / or implementation of such licensed software product has not been initiated by the time the Cancellation Notice is received by Hobsons or AY, as applicable, (ii) there will be a 50% cancellation charge (i.e., 50% of the license fee for such licensed software product) in the event (A) Hobsons or AY, as applicable, receives the Cancellation Notice any time after seven (7) calendar days of Customer placing the order for such license and (B) the installation and / or implementation of such licensed software product has not been initiated by the time the Cancellation Notice is received by Hobsons or AY, as applicable, and (iii) there will be a 100% cancellation charge (i.e., 100% of the license fee for such licensed software product) in the event installation and / or implementation of such licensed software product has been initiated by the time Hobsons or AY, as applicable, receives the Cancellation Notice. Except (i) as provided in the immediately preceding sentence with respect to software products only or (ii) as provided in the second sentence of this Section 4 with respect to a breach by AY or Hobsons only, in no event shall Customer be permitted to terminate this Agreement or any Service prior to its expiration.

5. **Duties Upon Termination:** Upon termination or expiration of this Agreement or any Service, Customer shall cease all use of the Service(s) for which the license is terminated and shall return or destroy the same together with all copies and all documentation and related materials, and Hobsons and AY, as applicable, shall have the right, at any time, to take immediate possession of the Hobsons Services or AY Services, as applicable, or utilize an automated feature for preventing further use of the Hobsons Services or AY Services, as applicable. Termination of this Agreement or any Service shall be without prejudice to obligations of Hobsons, AY and Customer existing at the time of termination, including but not limited to payment in full of fees and other monies then due, nor shall it prejudice those obligations and limitations which by their nature and meaning survive termination. If a Service is terminated by Customer pursuant to the second sentence of Section 4 above, the Party providing the Service (AY or Hobsons) shall provide Customer with a pro rata refund of any fees pre-paid for the applicable Service but unused for the remainder of the applicable term (less any applicable costs of implementation and support incurred by AY or Hobsons in connection with such Service). In the case of any other termination there shall be no refunds for services or products provided and all future payments for products or services provided prior to termination shall remain due and payable as agreed by Hobsons, AY and Customer.
6. **Services Implementation:** Upon execution and delivery of the Order Forms, Hobsons and / or AY (as applicable) will work with Customer to establish a schedule and task list for the implementation of the Services. Customer understands and acknowledges that AY and Hobsons require Customer's cooperation in implementing the Services. If Customer has not fulfilled its cooperation duties and as a result the Services cannot be performed, Customer is still responsible for paying the applicable fees and expenses described in the Order Forms. Additionally, neither AY nor Hobsons shall be responsible for any delays in implementing the Services caused as a result of Customer not fulfilling its cooperation duties, and the term of any Service shall not be extended as a result of any such delay.
7. **Permitted Use:** Customer is authorized to use the Services only for the internal purposes of Customer, and only within the offices of Customer specified in the applicable Order Form(s). Customer shall not otherwise use, share, copy, access or allow access to the Services. Customer's license is non-exclusive, terminating, revocable and non-transferable, for time period specified in the applicable Order Form(s), subject to full payment by Customer. Customer shall not directly or indirectly, (a) sell, assign, lease, sublicense, disclose grant access to, or otherwise transfer the Services or any copy thereof to any other party; (b) modify the Services or create derivative works thereof; or (c) attempt to decipher, reverse translate, decompile, disassemble or otherwise reverse engineer, reconstruct or discover any source code

or underlying ideas, algorithms, processes know-how or other related technology of the Services, unless permitted by law, in which case Customer shall give advance notice to Hobsons and AY and an opportunity to meet Customer's legally recognized need in other manners.

Prior to the commencement of the Services, if set forth on an Order Form, Customer shall take possession of any Software included in the Services and which are hosted by Hobsons or AY (as applicable), in exchange for additional fees, terms and conditions to be set forth on the Order Form, so that Customer can host such Software until termination, on Customer's own hardware per specifications provided by Hobsons or AY (as applicable). Neither Hobsons nor AY shall have any obligation for operability of such Software with particular hardware, payment networks, or other third party networks, or with any hardware or software environment different in any way than that hosted by Hobsons or AY (as applicable).

8. **Intellectual Property:** As between Customer, on the one hand, and Hobsons and AY, on the other hand, all right, title and interest in the Hobsons Services and the AY Services, including any and all copyrights, patent rights, trade secrets, trademarks, service marks, trade names and any other statutory or common law intellectual property or other proprietary rights related to the Hobsons Services and the AY Services are owned by Hobsons and AY, respectively. Customer shall obtain no intellectual property ownership regarding the Hobsons Services or the AY Services and hereby assigns to Hobsons and AY, as applicable, any enhancement of the Hobsons Services or the AY Services generated in the course of this Agreement.
9. **Compliance with Law:** Customer represents and warrants that any data, information, applications or other materials that Customer provides to Hobsons or AY are owned by Customer and/or licensed for use by Customer and by Hobsons and AY for all uses contemplated by this Agreement. Customer shall strictly adhere to any and all applicable laws, regulations or guidelines, as well as any professional or ethical codes, relating to the use of data, including, without limitation, all restrictions relating to the privacy of any personally identifiable information or other information. In the event Hobsons or AY are requested to deliver bulk email, all email addresses are to be provided by Customer, and Customer shall have sole responsibility for determining and warrants that those email addresses are held on an "opt-in" basis under which the owner of the email address has agreed to the receipt of email on behalf of Customer under applicable law. Customer shall have sole responsibility for receiving, processing and warrants that it will process within 10 days any and all removal requests received by email address owners, and will apply such requests to address lists provided to Hobsons and AY before delivery.
10. **Indemnification:** To the extent permitted by law, and subject to the terms and limitations in this Agreement, the Parties shall indemnify and hold harmless each other, and their respective officers, directors, employees, shareholders, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) relating to or arising out of (i) any third party claims based on a claim that any data, information, applications or other materials provided to the Parties, if any, infringe any intellectual property right of a third party or (ii) any breach of any warranty or covenant under this Agreement (it being understood that Hobsons shall only be liable for any breaches or other wrongdoing by it and AY shall only be liable for any breaches or other wrongdoing by it).
11. **Infringement Remedy:** If in Hobsons' or AY's reasonable judgment, any Service is subject to an intellectual property infringement claim or other claim, Hobsons and AY, as applicable, may, at its option, either secure for the Customer the right to continue using the relevant Service, or replace or modify the relevant Service to make it non-infringing, without incurring a material diminution in performance or function. If neither of the foregoing is, in Hobsons' or AY's judgment, reasonably available, Hobsons or AY, as applicable, may discontinue the availability of the relevant Service, and Customer shall, upon notice from Hobsons or AY, as applicable, return to Hobsons or AY, as applicable,

any related documentation and any copies of the relevant Service hosted by Customer, and Hobsons or AY, as applicable, shall provide Customer with a pro-rata refund of the fees paid in advance by Customer in connection with any such returned Service.

12. **Limited Warranty:** Hobsons and AY shall each use commercially reasonable efforts to correct any defects in the Services it provides that can be demonstrated and duplicated by Hobsons or AY, as applicable, and Hobsons or AY, as applicable, shall provide Customer with such corrections without additional charge. For all third party products or services licensed to or installed by Hobsons or AY for Customer, Customer shall have recourse to those warranties that are provided by the third party; and to the extent permitted by the third party, Hobsons and AY shall pass-through to Customer any and all warranty made by such third party. Hobsons and AY each represent and warrant that it will perform the Hobsons Services or the AY Services, as applicable, in a timely and professional manner, in conformance with generally accepted industry standards. In the event of any breach of this warranty, Customer's sole remedy, and Hobsons' and AY's sole obligation, shall be for Hobsons or AY, as applicable, to re-perform the non-conforming Services at no additional cost to Customer, or, failing such re-performance, to refund the fees Hobsons or AY, as applicable received from Customer, on a pro-rata basis, for such non-conforming Services. THE ABOVE ARE THE ONLY REPRESENTATIONS AND WARRANTIES CONCERNING THE SERVICES, AND HOBSONS AND AY EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION WARRANTIES OF ACCURACY, TIMELINESS, COMPLETENESS, RESULTS, AND IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF HOBSONS AND AY HAVE BEEN INFORMED OF SUCH PURPOSE, OR ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. THE SERVICES MAY INVOLVE DATA TRANSMISSION OVER THE INTERNET AND, AS SUCH, NEITHER HOBSONS NOR AY WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. SIMILARLY, AS THE DATA BEING MANAGED BY HOBSONS OR AY ORIGINATES FROM CUSTOMER'S USERS, NEITHER HOBSONS NOR AY MAKES ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES. NO AGENT OF HOBSONS OR AY IS AUTHORIZED TO ALTER OR EXCEED THE REPRESENTATION AND WARRANTY OBLIGATIONS OF HOBSONS AND AY AS SET FORTH HEREIN.

13. **LIMITATION OF LIABILITY:** THE LIABILITY OF HOBSONS AND AY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE HOBSONS SERVICES AND THE AY SERVICES, REGARDLESS OF THE LEGAL THEORY, OR THE DELIVERY OR NON-DELIVERY OF THE HOBSONS SERVICES AND THE AY SERVICES, SHALL NOT BE GREATER THAN THE FEES ACTUALLY PAID BY CUSTOMER TO HOBSONS OR AY, AS APPLICABLE, HEREUNDER IN CONNECTION WITH THE HOBSONS SERVICE OR AY SERVICE AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED EXCEPT IF DAMAGES ARE DUE TO NEGLIGENCE OR OTHER WRONGDOING OF HOBSONS OR AY, IN WHICH CASE IT SHALL NOT BE GREATER THAN THREE TIMES THE TOTAL VALUE OF THE CONTRACT. UNDER NO CIRCUMSTANCES WILL HOBSONS OR AY BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE SOFTWARE, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER.

IN THE EVENT SUCH LIMITATIONS ARE PROHIBITED BY LAW, THE MAXIMUM LIABILITY OF HOBSONS OR AY, AS APPLICABLE, SHALL BE \$1,000. FOR PURPOSES OF CLARIFICATION, IT IS UNDERSTOOD THAT HOBSONS SHALL HAVE NO LIABILITY FOR ANY CLAIMS MADE BY CUSTOMER RESPECTING THE AY SERVICES AND THAT AY SHALL HAVE NO LIABILITY FOR ANY CLAIMS MADE BY CUSTOMER RESPECTING THE HOBSONS SERVICES. CUSTOMER'S SOLE RECOURSE WITH RESPECT TO ANY CLAIMS ARISING OUT OF THE AY SERVICES SHALL BE AGAINST AY AND CUSTOMER'S SOLE RECOURSE WITH RESPECT TO ANY CLAIMS ARISING OUT OF THE HOBSONS SERVICES SHALL BE AGAINST HOBSONS (EACH IN ACCORDANCE WITH, AND SUBJECT TO, THE TERMS AND LIMITATIONS IN THIS AGREEMENT).

14. **Confidentiality:** Confidential Information shall include information that is confidential, nonpublic, competitively sensitive, private and/or proprietary in nature, labeled "Confidential" or "Proprietary" (or similar wording), or identified orally as such, or that the Party receiving the Confidential Information should otherwise reasonably construe as confidential under the circumstances. Without limitation, the Hobsons Services and the AY Services constitute Confidential Information of Hobsons and AY, respectively. Without limitation, any data that has been collected for or provided by Customer in connection with the Services hereunder ("User Data") shall be considered Confidential Information of Customer. Hobsons and AY, on the one hand, and Customer, on the other hand, each agrees (a) not to use or disclose to any third party the Confidential Information disclosed to it by the other ("Disclosing Party") for any purpose other than as contemplated by this Agreement, and (b) to protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, but at a minimum to use commercially reasonable efforts. Notwithstanding anything herein to the contrary, Hobsons and AY shall be permitted to create, use, publish, transmit, store, market, promote or display any aggregated or derivative data from the User Data without restriction or obligation to Customer.

The confidentiality obligations described above shall not apply to Confidential Information to the extent that the Party receiving such Confidential Information ("Receiving Party") can prove through credible written evidence (a) was lawfully received by the Receiving Party from a third party free of any obligation to keep it confidential; (b) is or becomes publicly available, other than by breach of Receiving Party of its obligations to the Disclosing Party; (c) is independently developed without any reference to the Confidential Information, as evidenced by contemporaneous written records of Receiving Party; or (d) is required to be disclosed by law, regulation or court order; provided that, with respect to any of the foregoing exceptions, the Receiving Party will give the Disclosing Party prompt notice prior to disclosure of Confidential Information that is claimed to be subject to an exception.

15. **Government Restricted Rights:** This provision applies to Services acquired directly or indirectly by or on behalf of any government. The product is a commercial product, licensed on the open market at market prices, and was developed entirely at private expense and without the use of any government funds. Any use, modification, reproduction, release, performance, display, or disclosure of any Service by any government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement, and no license is granted to any government requiring different terms.
16. **Disclosure of Agreement/Use of Customer's Name:** Customer, AY and Hobsons agree to keep the terms of this Agreement and of any future purchases of AY Services and / or Hobsons Services confidential. Customer agrees to allow AY and Hobsons to use Customer's name and logo for the purpose of indicating Customer is a client of AY and / or Hobsons without indicating any endorsement of the Services provided.

17. **Amendment, Modification:** This Agreement may only be modified in a written amendment signed by authorized representatives of AY, Hobsons and Customer.
18. **Entire Agreement:** This Agreement, all Order Forms, and any amendments thereto contain the entire Agreement of the Parties concerning the Services and supersede any prior oral or written understandings of the parties.
19. **Notices:** All notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, or three days after being mailed by registered or certified mail, postage prepaid, addressed to the attention of the individual(s) at the address(es) set forth on the signature page of this Agreement. Such addresses may be changed by a written notice in accordance with this paragraph.
20. **Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of California and without regard to the U.N. Convention of Contracts for the International Sale of Goods. Any dispute over the terms of this Agreement shall be in the courts of the State of California. All Parties to this Agreement hereby consent to the personal jurisdiction of those Courts.
21. **No Implied Waiver:** No failure by any Party to insist upon strict performance of any term or obligation set forth in this Agreement or to exercise any right or remedy under this Agreement, shall constitute a waiver of such term, obligation, right, or remedy.
22. **Attorney's Fees:** In the event the Parties initiate litigation to obtain payment of monetary obligations, or to enforce any other term of this Agreement, such Party shall be liable for all costs and reasonable attorneys' fees incurred by the other Party in connection therewith.
23. **Independent Contractors:** Hobsons, AY and Customer are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. No Party is an agent or representative of the other or is authorized to make any warranties or representations or assume or create any other obligations on behalf of the other. There are no third party beneficiaries of this Agreement.
24. **Assignment:** No Party may assign or delegate this Agreement or any of such Party's rights or obligations under this Agreement without the prior written consent of the other Parties hereto. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
25. **Severability:** Should any provision of this Agreement be held invalid or unenforceable then each such provision shall be automatically reformed so as to be enforceable, or if such reformation is not possible, each such provision shall be automatically terminated.
26. **Excusable Delay:** Any delay in the performance by Hobsons or AY of its obligations under this Agreement shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such party including, without limitation, any act of God, any fire, flood, or weather condition, any earthquake, any act of a public enemy, war, insurrection, riot, explosion, or strike.
27. **Other Customer Parties:** The Parties hereto agree that Customer Affiliates (as defined below) shall be permitted to order Services under and pursuant to the terms of this Agreement. Such Customer Affiliate may purchase Hobsons Services by executing a Hobsons Order Form and/or Statement of Work (which shall be signed by such Customer Affiliate and Hobsons in order to be effective and legally binding).

Such Customer Affiliate may purchase AY Services by executing an AY Order Form (which shall be signed by such Customer Affiliate and Hobsons in order to be effective and legally binding). Such Order Form(s) and/or Statement of Work shall describe the Services being ordered by such Customer Affiliate and the fees, implementations dates, and, to the extent different from the provisions of this Agreement, delivery and/or other terms conditions related to such Service. The Order Form and/or Statement of Work together with this Agreement shall be deemed to be a separate agreement between the Customer Affiliate on the one hand, and Hobsons and / or AY, on the other hand, and all of the rights and obligations of Customer under this Agreement shall be deemed to be rights and obligations of such Customer Affiliate. In the event of any conflict between the terms of such an Order Form and/or Statement of Work and this Agreement, the terms of such Order Form and/or Statement of Work shall control with respect to the subject of such Order Form and/or Statement of Work only. For purposes of this Agreement, "Customer Affiliate" means any department or school in the same university system as Customer.

By affixing their signatures below and intending to be bound, the duly authorized representatives of Hobsons, AY and Customer indicate their agreement to the terms and conditions of this Agreement as of the date set forth above.

HOBSONS, INC.

APPLYYOURSELF, INC.

By: _____
Name: _____
Title: _____
Address: _____

By: _____
Name: _____
Title: _____
Address: _____

**COAST COMMUNITY COLLEGE DISTRICT
(Coastline Community College)**

By: _____
Name: _____
Title: President, Board of Trustess
Address: _____



Hobsons EMT Connect Tier Three Managed Implementation Statement of Work

The Managed Implementation for EMT Connect will begin upon the completion of the kick-off call.

The implementation process has three main phases:

1. Phase 1: kick-off meeting to get the project rolling and define timeline
2. Phase 2: set-up and configuration of EMT Connect
3. Phase 3: on-campus work (4–5 days) to finalize all elements and provide client training

This Statement of Work defines the scope of work to be accomplished by Hobsons and Coastline Community College ("Client") under the terms and conditions of this document. The tasks to be performed by both parties are defined and an Estimated Project Schedule is also provided.

The Statement of Work includes the following subsections:

- Project Scope
- Hobsons Project Team Responsibilities
- Client Project Team Responsibilities
- Estimated Hours of Pre Implementation Work
- Work Scope for On-Site Implementation Week
- Estimated Project Schedule
- Project Scope Change Procedure

Changes to this Statement of Work will be tracked in the Project Scope Change section. The implementation of changes may result in modifications to the Estimated Project Schedule or cost of the project. In any instance that a change is made, all parties will have the opportunity to review and sign off in accordance with the procedure listed in the section titled "Project Scope Change Procedure."

Project Scope

The scope of the project is to implement EMT Connect for Coastline Community College. The major project milestones of this implementation include:

- EMT Connect will be installed and configured for client's needs
- Data integration between the **client's** SIS and Connect will be planned, setup, organized, and tested
- Communication plans will be drafted and communication content will be built
- An online inquiry form (Interest Page) will be designed
- A student portal (VIP Page) will be designed, created, and populated with content
- Data filters (queries) will be configured to support reporting, communications, and workflow

Client Responsibilities

- Dedicate a project team lead to manage the implementation process on behalf of client
- To provide the necessary resources for a successful implementation which requires a minimum of a project team composed of a project lead, a content writer, a workflow/operations expert, and an IT/data contact
- Ensure all parties are able to dedicate time throughout the implementation process, which includes collecting pre-implementation deliverables (10–15 hours per week) and working during the on-site implementation (6 hours per day)
- To provide all the necessary data in the required format and assist in data troubleshooting
- To develop content and communication plans
- To provide branding examples for student-facing pages
- To attend regular meetings with Hobsons to review the status and progress of the project and to address any questions and outstanding issues
- To meet the agreed upon deadlines or let Hobsons know in advance when deadlines will be missed
- To participate in all testing efforts

Hobsons Team Responsibilities

- To dedicate an implementation team to get Connect up and running for the client. That team will include a dedicated implementation specialist, a technical analyst, front-end support, quality assurance, and one dedicated account manager post-live. The implementation specialist will be the primary point of contact during the process.
- To build all fields/attributes the client will need, which includes attributes brought over from their SIS, Interest Page attributes, and any extra attributes that the client wants to record data into.
- Load/Import designated data into Connect and identify data troubleshooting areas
- To create and brand **up to 3** Interest Page(s) to look like the Web site of the client's choice
- To customize and populate with **up to 10 sections** of content on the student facing portal (VIP page)
- To create **up to 2** HTML e-mail templates that will include the client's branding
- To build **up to 20** communication pieces (e-mails or letters) needed by the client
- To provide **up to 10 hours** of applied training for the client's implementation team, which will be spread out over the pre-implementation phase
- Test components in conjunction with client

Task	Completed By	Estimated Hours
Project Management	Implementation Specialist	30
Data Management, Content set-up	Implementation Specialist	20
Design Work	Front-End Development Team	15
Front End Development work	Front-End Development Team	10
QA work	QA Team	10
Training	Implementation Specialist	10
On-Site Work	Implementation Specialist	40

Clients requesting additional Interest Pages, content sections, e-mail templates, or communication pieces can be provided a quote for additional services. Clients may also shift hours of work from one task area to another upon pre-approval from Hobsons. These project details apply to a situation where a single recruiting/admitting office will be using the product.

Estimated Project Schedule

Prior to finalizing a timeline, Hobsons will discuss the desired on-campus week with the client. Once this week is selected, it is crucial that deadlines leading up to this week are met. The on-campus week is not as effective if all the pre-campus work is not completed. In the event client requests that the on-campus week be changed, Hobsons will do its best to accommodate. However, the ability to change the week will be subject to the availability of the implementation specialist and other client work they have scheduled. The client will be responsible for all travel costs incurred with changing or cancelling an on-campus visit.

Project Scope Change Procedure

When both Hobsons and the **client** agree to a change in this Statement of Work, a written description of the agreed change will be prepared, which both parties must sign. The Change of Scope form will describe the change, the rationale for the change, and specify any change in the estimated schedule or cost. Depending on the extent and complexity of the requested changes (for example, custom development), Hobsons may charge for the effort required. When charges are necessary in order provide the **client** with custom development work, Hobsons will provide a written estimate. The terms of a mutually agreed upon Change of Scope form will prevail over those of this Statement of Work or any previous Change of Scope.

A change of scope to the project is:

- An additional deliverable not defined in this document.
- An additional activity or step not defined in this document for a planned deliverable.
- Further changes to an accepted deliverable.
- A contradiction to items or assumptions stated in the document.

The **client's** personnel or a member of the Hobsons Project Team may initiate a change in scope. In order to manage this effort, any significant modification to scope will need to be documented. If there is any impact to the project schedule or project cost, this must be assessed and should be included in the documentation. Upon completion of the documentation, the change will be reviewed by the Hobsons project manager and the client's project manager. Upon approval by all parties, the change will be incorporated into the project.

Hobsons, Inc.

50 E-Business Way, Suite 300
 Cincinnati, Ohio 45241
 USA
 Phone: (800) 927-8439
 Fax: (800) 680-8925



Order Form

Customer ID: coastline
Sales Rep: Anthony Mozzone
Order Number: O - 23660
Order Date: 9/9/2010

Contact Information	Billing Information
----------------------------	----------------------------

Contact Name: Joycelyn Groot
Institution Name:
School/Dept Name: Coastline Community College
Address: 11460 Warner Ave.
 Fountain Valley, California 92708-2597
Telephone: (714)546-7600
Facsimile: (714)241-6288
Email:

Contact name:
Institution Name:
Address:
Telephone:
Customer P.O. Number:

Services Purchased

Year 1 License, Maintenance, and Other

License Name	Duration (in months)	Sales Price
EMT Undergraduate Connect License	48	\$52,500.00
Managed Connect Implementation - Tier 3	12	\$27,500.00
		\$80,000.00
Maintenance and Other		
Name	Term (in months)	Sales Price
Maintenance - Undergraduate Connect (4)	12	\$5,000.00
		\$5,000.00
Year 1 Total:		\$85,000.00

Year 2

Name	Term (in months)	Sales Price
Maintenance - Undergraduate Connect (4)	12	\$5,000.00
		\$5,000.00

Year 3

Name	Term (in months)	Sales Price
Maintenance - Undergraduate Connect (4)	12	\$5,000.00
		<hr/> \$5,000.00

Year 4

Name	Term (in months)	Sales Price
Maintenance - Undergraduate Connect (4)	12	\$5,000.00
		<hr/> \$5,000.00

Total:

\$100,000.00

Campus-Wide Enterprise?
Offer Expires: 10/09/2010

Comments/Notes

Payment Terms

Payment Date	Amount
Year 1	\$25,000
Year 2	\$25,000
Year 3	\$25,000
Year 4	\$25,000
Total:	<hr/> \$100,00000

Terms and Conditions

This Hobsons Order Form and the Services included are subject to all terms of the Master Services Agreement dated _____ between Customer and Hobsons. Customer shall be responsible for collection of payments owed by others as a consequence of the use of Services. Software Services pricing includes hosting your EMT instance at Hobsons' secure data center, administrator access to your EMT system, and an externally accessible URL. Sales tax applies unless a tax-exempt form is provided. All values are in US Dollars. Implementation Services per attached Statement of Work.

Customer Authorized Signature: _____ **Date:** _____

Customer Printed Name: _____ **Title:** _____

Hobsons Authorized Signature: _____ **Date:** _____

Hobsons Printed Name: _____





EMBASSY SUITES
HOTELS*

EMBASSY SUITES®
100 Capitol Mall
Sacramento, CA 95814
PHONE (916) 326-5000
FAX (916) 442-0719

Sacramento Riverfront Promenade

Name: Mr. Rick Lockwood Title: Instructor Business and Management Account: Coast Community College District (Coastline Community College) Address: 11460 Warner Avenue Fountain Valley, CA 92708 Client Phone: 1-714-241-6209 Client Fax: 1-714-241-6187 Client Email: FLockwood@coastline.edu Event Name: Business Education Statewide Advisory Committee Conference	Sales Manager: Connie Leidenheimer Title: Sales Manager Booked Date: 07/01/10 Market: SMERF Event Status: Tentative Return Phone: 916-326-5004 Return Fax: 916-442-0719 Return Email: cleidenheimer@essacramento.com
---	---

We are pleased to offer the following accommodations for your event:

SLEEPING ROOMS & RATES

SUITE BLOCK 2011

	Thu 04/07	Fri 04/08
Run of House	30	30

SUITE RATE

Room	Single Rate	Double Rate
Run of House	139	139

TOTAL ROOM BLOCK RESERVED: 60

- All Suites include a full cooked-to-order breakfast and two-hour beverage reception nightly.
- Room rates are quoted exclusive of 12 % suite tax & assessment fees of \$1.50 per night.
- There will be a charge of \$20 per night for each additional guest in suite , above and beyond two people in the room
- Valet Parking available at \$25 per night (based on availability). Self-Parking is available in the city garage located adjacent to the hotel.
- Check-in time is 4:00pm or later. Check-out time is 12:00noon
- Client has been promised one (1) VIP Upgrade to a king bedded Riverview room at no additional charge

FUNCTION SPACE and FOOD AND BEVERAGE

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
4/7/2011	6:00 PM	8:00 PM	Dinner	Schoolhouse/Steamboat/Central	Rounds	120	.00
4/8/2011	7:30 AM	2:00 PM	Meeting	Steamboat/Central Pacific	Rounds	120	500.00
4/8/2011	12:00 PM	1:00 PM	Lunch	Terrace	Rounds	120	.00
4/9/2011	7:30 AM	2:00 PM	Meeting	Steamboat/Central Pacific	Rounds	120	500.00

- Please note that specific meeting rooms cannot be guaranteed and are subject to change based upon your final count. The hotel will confirm your final meeting rooms when detailing the above event.
- Meeting room rental has been greatly reduced based on the group having one dinner and one lunch on property. If no dinner or no lunch is ordered the daily meeting room rental will increase to \$1000.00.
- Service charges are 21% and California State Sales tax is 8.75%.
- This Embassy Suites has a no balloon policy.
- Planner to receive DOUBLE Hilton Honors Points on all hotel rooms that are master billed, all meeting room rental, all food and beverage ordered through the catering department and any audio visual equipment ordered. Hilton Honors number TBA.

The Hilton Family



Hilton Honor



EMBASSY SUITES
HOTELS®

Sacramento Riverfront Promenade

EMBASSY SUITES®
100 Capitol Mall
Sacramento, CA 95814
PHONE (916) 326-5000
FAX (916) 442-0719

Total amount of anticipated revenue for this event:

Hotel room subsidiary funding

60 sleeping rooms x \$20.00=	1200.00
12% Sacramento City occupancy tax =	144.00
\$1.50 per room, per night tourism assessment fee=	90.00
Total hotel room revenue=	1434.00

Meeting room rental

\$500.00 x 2 days=	1000.00
California State tax @ 8.75%=	87.50
Total meeting room revenue=	1087.50

Estimate food and beverage= 10,400.00

Audio Visual= 900.00

Service Charge= 2373.00

Tax= 1196.38

Total = 17,390.88

The sleeping rooms function space and food and beverage functions listed above will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions set forth. Faxed signatures will be accepted. The persons signing below agree that they are authorized representatives of the above indicated group and Hotel who have authority to enter this contract. This agreement and the terms and conditions may not be changed or amended unless done so in writing and signed by both parties. The Hotel must receive the signed contract by November 18, 2010 or the space will be released back into general sale.

Date: _____ Signed for Coast Community College District (Coastline Community College): _____

Date: _____ Signed for Embassy Suites Sacramento- SM: _____

Date: _____ Signed for Embassy Suites Sacramento- DOS: _____


The Hilton Family:




Hilton Honors®



EMBASSY SUITES
HOTELS*

Sacramento Riverfront Promenade

EMBASSY SUITES®
100 Capitol Mall
Sacramento, CA 95814
PHONE (916) 326-5000
FAX (916) 442-0719

STANDARD TERMS AND CONDITIONS

- 1) **RESERVATIONS:** Reservations will be made by: Individual Call-In no later than 03/17/11. After that date, you agree that we may offer unused rooms held in your block to other customers to reduce our losses and your obligations under the performance clause. Reservations requested by your attendees after this date will be accepted based upon availability.
- 2) **CANCELLATION AND PERFORMANCE:** The rates offered by us are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the rooms and events listed on the prior page. You agree and understand that in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you have agreed to pay reasonable liquidated damages to the Hotel for cancellation or lack of performance as described in this paragraph. Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues from all contracted sleeping rooms, food and beverage and meeting room rental listed on prior page. The damages owed will be the amount necessary for the Hotel to receive no less than 80% of the total anticipated revenue from your event.

Date of cancellation	Percentage owed
Date of signing to 90 days in advance	25%
89 days to 60 days in advance	50%
59 to 30 days in advance	75%
29 days or less in advance of event	100%

3) **BILLING INFORMATION**

Group Method of Payment:	Client to pay by purchase order. Direct bill pending approval from Hilton's Corporate office. If direct bill application is not approved client will pay by check 10 working days prior to the event.	Guest Suite Payment:	Contact to provide a purchase order along with a direct bill application. Individuals make own reservations. Individuals guarantee own reservations. Individuals pay own room, tax, valet and incidental charges.
Group Master Bill:			
Deposit:	Deposit waived	Deposit Due:	N/A
Remarks:			

Unless you have established credit in advance with us, you will pay the entire contract price in cash or by certified check at least five days prior to your function or by personal bank check two weeks prior to your function. If you have established credit, payment in full will be due within thirty (30) days of your function.

- 4) **NO-SHOWS, CANCELLATION & EARLY DEPARTURE FEES:** Any individual cancellations made within 24 hours of scheduled check-in will be billed for one night's suite and tax. Any no-shows will be billed for one night's suite and tax. Guests departing early will be charged a \$50 early departure fee. Guests wishing to avoid an early check-out fee should advise the hotel at or before check-in of any change in planned length of stay. It is the responsibility of the group to inform all attendees of our individual cancellation, no-show, and early departure policy. This individual cancellation policy does not waive or alter the group cancellation policy paragraph or performance clauses within this contract. Embassy Suites Sacramento will deduct any collected cancellation, no-show and early departure fees from the amount the group may owe as performance damages.
- 5) **OUTSIDE FOOD AND BEVERAGE:** Due to state law, you may not bring to the Hotel alcoholic beverages. Bringing in any food or non-alcoholic beverage from outside sources is prohibited. No helium balloons are allowed on property.
- 6) **SECURITY:** We have no insurance for and are not responsible for any loss or damage to your property. If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval.
- 7) **PARKING:** Valet parking is available at the hotel (based on availability) for all hotel and event guests. Valet parking fees are as follows: 6AM to 6PM, \$25.00 per day. Overnight guest rate is \$25.00. Hourly rates will apply for guests Valet parked for 4 hours or less. Self-Parking is available in the city garage located adjacent to the hotel.
- 8) **INDEMNIFICATION & INSURANCE:** To the fullest extent permitted by law, each party shall defend, protect, indemnify and save the other, including the indemnified party's officers, directors, employees, parent company, Owner, partners, subsidiaries and any other related or affiliated entities, harmless from and against all claims, losses or damages to persons or property, governmental charges or fines and costs and expenses (including, but not limited to, attorneys' fees) (collectively, "Claim(s)") in any way arising out of or relating to the event which is the subject of this Contract. The party found to be at fault or responsible for any claim, loss or damage will be required to indemnify the other party as provided in this paragraph. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any claim, expenses will be allocated proportionately based upon the amount paid by each party. In the event of a dispute over a party's obligations under this indemnification clause, the parties agree to resolve the dispute by mutual agreement of appointed representatives, or by arbitration pursuant to the arbitration clause contained in the agreement if such dispute cannot be resolved by mutual agreement.
- 9) **AUXILIARY AIDS:** The Hotel represents and you acknowledge that the Hotel facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the Americans with Disabilities Act. You agree that one week in advance you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids. When your attendees make room reservations, please ask them to notify us of their auxiliary aid needs so that we may notify you as to the names of business with which you may contract to obtain those aids.
- 10) **PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically reference any name or logo of the Hilton family of Hotel brands.
- 11) **ARBITRATION:** The parties agree that any dispute in any way arising out of or relating to this contract will be resolved pursuant to the law of the state where the Hotel is located, and through arbitration before JAMS/ENDISPUTE® OR American Arbitration Association, with the prevailing party entitled to an award of its reasonable attorney fees. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the Federal Rules of Civil Procedure, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

The Hilton Family





EMBASSY SUITES
HOTELS*

EMBASSY SUITES®
100 Capitol Mall
Sacramento, CA 95814
PHONE (916) 326-5000
FAX (916) 442-0719

Sacramento Riverfront Promenade

Date: _____ Signed for Coast Community College District (Coastline Community College): _____

Date: _____ Signed for Embassy Suites Sacramento: _____

Date: _____ Signed for Embassy Suites Sacramento- DOS: _____


The Hilton Family




Hilton Honors

Hosted Software License & Services Agreement

This Hosted Software License & Services Agreement ("Agreement") is made effective as of the last date set forth below ("Effective Date") and entered into between The Active Network, Inc., 10182 Telesis Court, San Diego, CA 92121 ("Active" or "we" or "us") and Coast Community College District ("you" or "your" or "Agency"). Active agrees to provide you the Services (as defined below) subject to the following terms and conditions:

1. Services. Active will provide you with access to certain of its hosted software products ("Products") as well as applicable related services and support ("Services") as are more particularly described in Exhibit A attached hereto, which identifies functionality, features, options and fees related to the Products and Services you have elected to receive. To assist us in the delivery of the Products and Services, you agree to provide us with certain information requested by us relating to your organization. Any and all software or hardware specified in Exhibit A and provided under this Agreement as part of the Products are deemed delivered F.O.B. origin, which for software will typically be an Active provided downloadable FTP link.

2. License to Intellectual Property/Promotion.

a) Active shall retain all right, title and interest in and to its Products and any underlying software, patents, copyrights, trademarks, service marks, logos and trade names worldwide ("Intellectual Property") subject to the limited license provided by this Agreement. You shall use the Intellectual Property only as provided, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair Active's rights in its Intellectual Property. You acknowledge that your use of the Intellectual Property shall not create in you or any other person any right, title or interest in or to such Intellectual Property. Any goodwill accruing from the use of the Intellectual Property shall inure solely to the benefit of Active.

b) Active hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Products solely in accordance with Active's specifications, and (ii) to display, reproduce, distribute and transmit in digital form Active's name and logo in connection with promotion of the Products and/or Services as communicated to you by Active. You hereby grant to Active a limited non-transferable license to use, display, reproduce, distribute, modify and transmit in digital or printed form information provided by you relating to your organization, including your organization's name, trademarks, service marks and logo, in connection with the implementation and promotion of the Services and the promotion of your organization. You will make reasonable efforts to promote and encourage adoption of the Services, including displaying Active's name and logo in any newsletters, printed registration forms or mailings provided by you to prospective participants.

c) You agree to promote Active as the preferred and exclusive provider of the Products and Services for your organization. You shall promote the availability of online registration (e.g. by inserting the following statement in any online or print media related to your event or activity: "Online Registration Powered by Active.com") and display Active's name and logo in any newsletters, marketing materials, printed registration forms, mailings and websites provided by you to prospective Participants.

d) Agency elects to receive notifications of free product, promotional items and giveaways through the Active program known as ActiveRewards. Active will offer you opportunities for free product, promotional items and giveaways at our event(s) or facility(ies) as applicable, the exact manner and type of which will be mutually agreed upon by you and Active upon your acceptance of a particular program.

3. Information Security. Active collects certain information, including names, addresses, credit card information and other information required by you and for the delivery of the Products and Services, from individuals registering for your event or

activity through the hosted website(s). Such information shall be stored on a secure remote server. You may access this information at any time by downloading it from our servers using your private password and "login" identifier. If you are unable to access your registrants' information through the event director portion of the hosted website, Active will make available such information to you via e-mail, fax or airmail upon request. You will be responsible for protecting the privacy and security of any information that you retrieve from our servers and shall prevent any unauthorized or illegal use or dissemination of such information. All information collected by Active shall be jointly owned by Active and you.

4. Privacy. Each party shall comply with all applicable laws, regulations and guidelines governing online privacy, including Active's privacy policy as published on its website, in fulfilling its obligations hereunder and in collecting and using personal information about users of the hosted website.

5. Fees.

a) Active shall collect registration fees charged by you for individuals that register for your activities and events online through the hosted website and remit to you those sums to you bi-monthly unless otherwise indicated in Exhibit A, less Active's service fees provided as consideration for the Products and Services as set forth in Exhibit A. All fees due to Active as consideration for its delivered Products and Services are non-refundable. All registrations are calculated on a per single registrant per single event basis. Active also has the right to charge fees owed to it by you if your organization is not meeting its agreed volume commitments throughout each year and may collect those funds via invoice, or directly by netting them from any account balance you maintain with Active. Active may also reimburse itself for any credit card charge backs or overdue fees owed by you out of the registration fees it collects on your behalf and/or by debiting your account. All fees and prices listed on Exhibit A are in US Dollars unless otherwise specified. The prices listed are for the current version of the Products and include improvements and enhancements to the delivered version of the Products provided under this Agreement as available and provided you have maintained a current agreement with Active.

b) Products and Services prices may change for any new Products and Services as well as significant upgrades and updates that are not deemed by Active as supported version enhancements. Prices may be increased up to 5% annually to cover cost increases such as inflation and cost-of-living.

c) Unless you provide Active with a valid and applicable exemption certificate for your Agency, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments or similar liabilities however denominated chargeable by a governmental authority as a result of any service or deliverable provided under this Agreement, exclusive of taxes on Active's net income.

d) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree as follows: (i) we may send registration fees collected by us directly to the Third Party Beneficiary, and (ii) you shall indemnify us for any claims, loss or expenses (including attorney's fees) brought by the Third Party Beneficiary that relate to or arise from your negligence, wrongdoing or lack of authority to act on behalf of such third party.

6. Support and Service Fees. Applicable support, training and professional services fees are more specifically described in Exhibit A. All Fees set forth in this Agreement and in Exhibit A that are not directly collected by Active as part of the registration fees will be due from you within 30 days of invoice date. Any Fees rendered later than this deadline shall accrue interest at the annual rate of 10% per annum. In the event of delay in paying a Fee, you shall reimburse Active for any legal fees incurred by

Active in its collection efforts. Active, at its option, may debit from your account any overdue amounts owed by you to Active from funds collected by Active on your behalf.

7. Disclaimer of Warranty/Limitation of Liability. ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET YOUR REQUIREMENTS. ALL PRODUCTS AND SERVICES OF ACTIVE ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR LOST PROFIT DAMAGES. ACTIVE'S TOTAL LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY RECEIVED FROM YOU AS CONSIDERATION FOR THE PRODUCTS AND SERVICES PROVIDED HEREUNDER.

8. Term and Termination. Unless expressly provided to the contrary in Exhibit A attached hereto, the term of this Agreement shall be for 1 year from 2/4/2010 until 2/3/2011. Either party may terminate this Agreement: (a) upon a material breach by the other party if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days.

9. Representations and Warranties. Each party represents and warrants that it has the necessary and full right, power, authority and capability to enter into this Agreement and to perform its obligations hereunder; that it owns or controls the rights granted or licensed to the other party herein; that the execution and performance of its obligations under this Agreement will not violate any known rights of any third party, any contractual commitments or any applicable federal, state and local law or regulation; and that to its knowledge the marks, logos and intellectual property licensed to the other party herein do not violate the proprietary rights of a third party.

10. Exclusivity. Active will be the sole and exclusive provider of the Products and Services for the term of this Agreement. You further grant Active a right of first refusal to match or better any offer of similar products or services as provided by Active hereunder and if Active elects to exercise such option, you agree to procure such products or services from Active.

11. Indemnification. Each party shall indemnify and hold harmless the other party and its directors, officers, employees, affiliates and agents, against any third party claim, demand, cause of action, debt or proceedings (whether threatened, asserted, or filed) and all related damages, losses, liabilities, cost and expenses (including reasonable attorneys' fees), to the extent that: (i) it is based upon the indemnitor's breach of a representation, warranty or obligation hereunder; (ii) it arises out of the indemnitor's gross negligence or willful misconduct; or (iii) it is based upon the indemnitor's violation of any applicable federal, state or local law or regulation. You shall further indemnify and hold harmless Active against any claim or cause of action to the extent that it is based on injury or death to a person or damage to property resulting from the participation in an event or activity operated by you in connection with the Products and/or Services.

12. Dispute Resolution. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation between executives who have authority to settle the dispute. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) business days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany

the executive. Within five (5) business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. The foregoing procedure shall not apply to either party's attempt to obtain provisional equitable relief in the form of an injunction or specific performance.

13. Miscellaneous. Any notices shall be in writing by fax or airmail. This Agreement is non-assignable without the consent of the other party, except that Active may without consent assign: (i) its rights to receive payments; or (ii) the Agreement in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. This Agreement shall be governed by the laws of the State of California. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Orange County, California. This Agreement contains the entire understanding of the parties regarding the subject matter and can only be modified by a subsequent written agreement executed by both parties. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees. Sections 2, 7, 9, 11 12 and 13 of this Agreement shall survive any termination or expiration of this Agreement. If one or more of the provisions of this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement. Neither this Agreement nor any attachment may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement for any period and to the extent that such failure results from any event or circumstance beyond that party's reasonable control, including acts or omissions of the other party or third parties, natural disasters, riots, war, civil disorder, court orders, acts or regulations of governmental bodies, labor disputes or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, or other equipment failure.

ACTIVE

By: _____

Date: _____

AGENCY

(Full Legal Name) E-Mail _____

By: _____
(Signature) Address _____

Print Name and Title City, State and Zip _____

Checks payable to Event URL (Web site) _____

Date: _____ Daytime Ph: _____

Please Fax entire agreement to Lauren Dacheille at (858)408-4250.

EXHIBIT A

Please select products and services by placing a check mark (☒) in the box to the left.

	PRODUCT OR SERVICE	FEE FREQUENCY	SETUP FEE	DESIGN FEE	ONGOING FEES
	Online Transactions				
x	Online Registration	Surcharges retained for each registration processed	\$0	\$0	6.75% + \$1.25 for < \$150 3.75% + \$5.75 for \$150 - \$500 2.75% + \$10.75 for >\$500 * \$3.25 minimum
x	Online Donations	Surcharges retained for each donation processed	\$0	\$0	6.5% + \$1.00

The following is an outline of ActiveTrainer products and services Active shall provide to Company under the scope of the agreement.

☑	Training Plan Content	Fees (ongoing)	Fee Schedule	Payment Terms	Retail Price	Notes
	ActiveTrainer proprietary training programs	70% of retail price, min \$5 per unit	Active Fees applied per product downloaded	Active Fees billed monthly (net 30) Company payments remitted monthly	\$9.99 – \$35.99	Changes in retail price must be approved by Active.

The products and services outlined below apply to the following activities, events, organizations and properties a.

Name	Date occurring	Turnout Last YR/Estimated	Notes
1. Walk for Brain Injury Awareness	3-27-2010	485/similar	
2.			
3.			
4.			
5.			



FIRST AMENDMENT TO AGREEMENT

BETWEEN COUNTY OF ORANGE

AND

Coast Community College District

WIA Agreement #16-N-11

**CFDA #(s): 17.258 WIA Adult Programs
17.260 WIA Dislocated Workers
17.261 WIA Pilots, Demonstrations and Research Projects
17.235 SCSEP**

THIS FIRST AMENDMENT to Agreement No. 16-N-11 is entered into this 19th day of October, 2010, which date is enumerated for purposes of reference only, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**" and Coast Community College District hereinafter, referred to as "**CONTRACTOR**", to amend that certain Agreement between the parties commencing July 1, 2010 and ending June 30, 2011, pertaining to the provision of Workforce Investment Act services for the Comprehensive One-Stop Centers.

WITNESSETH:

WHEREAS, COUNTY and **CONTRACTOR** desire to revise the budget contained in the Agreement to show an increase of five hundred three thousand five hundred eighty three dollars (\$503,583) for a total compensation not to exceed two million four hundred ninety two thousand eight hundred ninety three dollars (\$2,492,893) funding to expand the One-Stop System's capacity to provide WIA services to adults and dislocated workers through June 30, 2011.

WHEREAS, this funding must be used for services provided no later than June 30, 2011.

WHEREAS, the parties desire to revise Exhibits "C" and "D1" attached to the Agreement to show an updated Performance Plan and Budget for the services being provided for the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. All references to the total amount of the Agreement shall not exceed two million four hundred ninety two thousand eight hundred ninety three dollars (\$2,492,893).

2. Subparagraph 7 of the Agreement is amended to read as follows:

BUDGET SCHEDULE

7. CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D2", and which by this reference is incorporated herein and made a part hereof as if fully set forth.

3. Subparagraph 9 of the Agreement is amended to read as follows:

PAYMENTS BY COUNTY

9. CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before June 30, 2011 and that any and all funds remaining as of June 30, 2011 which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. Supplemental funds received as a result of Amendment #1 shall be disbursed or encumbered on or before June 30, 2011. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2011. No CONTRACTOR expenses shall be paid if COUNTY receives billing after July 31, 2011.

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning August 1, 2010, upon receipt and approval by OC Community Resources of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed two million four hundred ninety two thousand eight hundred ninety three dollars (\$2,492,893).

(b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.

(c) Invoices. CONTRACTOR shall provide to OC Community Resources monthly invoices by the 20th day following the month being reported. CONTRACTOR's invoices shall show the most up to date costs chargeable to the program(s) referenced in this Agreement. If CONTRACTOR's expenditures for any program Referenced in this Agreement fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Agreement, CONTRACTOR may be subject to a reduction in funding. No payments will be authorized if any preceding month's Reports or invoices have not been received.

4. EXHIBIT "D1" shall be amended. EXHIBIT "D2" is to replace EXHIBIT "D1" in its entirety.
5. EXHIBIT "C" shall be amended. EXHIBIT "C1" is to replace EXHIBIT "C" in its entirety.

6. Except as amended herein, all other terms and conditions of the Agreement, to the extent they are not inconsistent with this First Amendment, remain in full force and effect.

/
/
/
/
/
/

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this First Amendment to Agreement to be executed this 19th day of October, 2010.

COUNTY OF ORANGE, a political subdivision of the State of California

Dated: _____

By: _____

Steve Franks

Title: Director, OC Community Resources

and

"COAST COMMUNITY COLLEGE DISTRICT"

Dated: _____

By: _____

Jerry Patterson

Title: Board President

Dated: _____

By: _____

Title: _____

*[Authorized signatures for corporations - requirement of two signatures is as follows: (1) one signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

CCCD, One-Stop Center - Northern Region
WIA PERFORMANCE
Disadvantaged Adult Program PY 2010-11

Cumulative

I. WIA ENROLLMENTS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. New Enrollments	40	90	145	183
B. WIA Carryovers from Prior Program Year	222	222	222	222
C. Total Enrollments (A+B=C)	262	312	367	405

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. WIA Registered Core Enrollments	262	312	367	405
B. WIA Intensive Enrollments	170	203	239	263
C. WIA Training Enrollments	66	78	92	101

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/10-09/30/10	10/01/10-12/31/10	01/01/11-03/31/11	04/01/11-06/30/11
A. Total Exits	45	90	140	194
B. Entry into Unsubsidized Employment ¹ B=(A)*(.755) Q1 after exit	34	68	106	147
C. Retention in Unsubsidized Employment at six months ² C=B*(.815) Q2 and Q3 after exit	28	55	86	120
D. Average Earnings in six months ³ (\$15,000)	\$15,000			

1 The Performance Standard for this measure is 75.5% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 81.5% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$15,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

IV. PERFORMANCE MEASURES	
	Program Category
Entered Employment	75.5%
Retention	81.5%
Average Earnings	\$15,000

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/10 to 06/30/11
Total Exiters	04/01/10 to 03/31/11
Adult Performance Measures	
Entered Employment Rate	10/01/09 to 09/30/10
Employment Retention Rate	04/01/09 to 03/31/10
Average Earnings	04/01/09 to 03/31/10

**CCCD, One-Stop Center - Northern Region
WIA PERFORMANCE
Dislocated Worker Program PY 2010-11**

Cumulative

I. WIA ENROLLMENTS	07/01/10- 09/30/10	10/01/10- 12/31/10	01/01/11- 03/31/11	04/01/11- 06/30/11
A. New Enrollments	86	176	282	389
B. WIA Carryovers from Prior Program Year	604	604	604	604
C. Total Enrollments (A+B=C)	690	780	886	993

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/10- 09/30/10	10/01/10- 12/31/10	01/01/11- 03/31/11	04/01/11- 06/30/11
A. WIA Registered Core Enrollments	690	780	886	993
B. WIA Intensive Enrollments	449	507	576	645
C. WIA Training Enrollments	173	195	222	248

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/10- 09/30/10	10/01/10- 12/31/10	01/01/11- 03/31/11	04/01/11- 06/30/11
A. Total Exits	95	210	343	477
B. Entry into Unsubsidized Employment ¹ B=(A)*(.79) Q1 after exit	75	166	271	377
C. Retention in Unsubsidized Employment at six months ² C=B*(.835) Q2 and Q3 after exit	63	139	226	314
D. Average Earnings in six months ³ (\$16,700)	\$16,700			

1 The Performance Standard for this measure is 79% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 83.5% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$16,700 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

IV. PERFORMANCE MEASURES	
	Program Category
Entered Employment	79.0%
Retention	83.5%
Average Earnings	\$16,700

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/10 to 06/30/11
Total Exiters	04/01/10 to 03/31/11
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/09 to 09/30/10
Employment Retention Rate	04/01/09 to 03/31/10
Average Earnings	04/01/09 to 03/31/10

**Description of Adult Common Measures
(TEGL 17-05)**

Entered Employment

*Of those who are not employed
at date of participation:*

**# of participants who are employed
in the first quarter after the exit quarter**

DIVIDED BY

of participants who exit during the quarter

Employment Retention

*Of those who are employed in the
first quarter after the exit quarter:*

**# of participants who are employed in
both the second and the third quarters
after the exit quarter**

DIVIDED BY

of participants who exit during the quarter

Average Earnings

*Of those who are employed in the
first, second, and third quarters after the exit quarter:*

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

COMBINED SCSEP PERFORMANCE MEASURES/GOALS, PY 2010-11 Coast Community College District		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	135
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 135=136)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	54%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	34.9%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	56%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$8,730
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.4

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2010
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies ACSI (American Customer Satisfaction Index)	As prescribed by the state

WIA Budget

Orange County One-Stop Center-Northern Region FY 10/11

	ADULT	Budget			Total
		Core	Intensive	Training	
PROGRAM	Operations Activities:				
	Salaries	110,768	195,921	24,215	330,904
	Benefits	51,404	85,283	10,541	147,228
	Monthly Rent	60,193	45,702	5,573	111,468
	Lease Termination Cost	54,065	41,050	5,006	100,121
	Staff Training				-
	Printing				-
	Publications/Marketing Material				-
	Meetings / Conferences	351	267	32	650
	Telephone	2,239	1,700	207	4,146
	Equipment (under \$5,000)				-
	Equipment Lease	3,216	2,442	297	5,955
	Insurance				-
	Professional Memberships				-
	Subscriptions				-
	Postage				-
	Office Supplies	2,026	1,538	187	3,751
	Consultant/Subcontract (under \$10,000)				-
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		757	93	850
Other:	1,620	1,230	150	3,000	
Operations Related Activities Subtotal	285,882	375,890	46,301	708,073	
Direct Client Related Activities:					
Participant Wages and Benefits				-	
Employer Reimbursement/OJT				-	
Participant Training Cost				-	
Participant Supportive Services				-	
Other:				-	
Other - Subtotal	-	-	-	-	
Direct Client Related Activities Subtotal	-	-	-	-	
Program Subtotal	285,882	375,890	46,301	708,073	
ADMINISTRATION	Administration:				
	Salaries		764	95	859
	Benefits		340	42	382
	Other: Indirect	11,358	8,624	1,052	21,034
	Other:				-
Other Subtotal	-	-	-	-	
Administration Subtotal	11,358	9,728	1,189	22,275	
Grand Total	297,240	385,618	47,490	730,348	

WIA Budget

Orange County One-Stop Center-Northern Region

FY 10/11

	DISLOCATED WORKER	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	110,768	514,393	90,775	715,936
	Benefits	51,343	225,883	39,862	317,088
	Monthly Rent	110,269	110,269	19,178	239,716
	Lease Termination Cost	93,507	93,507	16,263	203,277
	Staff Training				-
	Printing	2,070	2,070	360	4,500
	Publications/Marketing Material				-
	Meetings / Conferences	598	598	104	1,300
	Telephone	4,102	4,102	713	8,917
	Equipment (under \$5,000)				-
	Equipment Lease	5,891	5,891	1,024	12,806
	Insurance				-
	Professional Memberships				-
	Subscriptions				-
	Postage	1,012	1,012	176	2,200
	Office Supplies	3,970	3,970	691	8,631
	Consultant/Subcontract (under \$10,000)				-
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		1,870	330	2,200
	Other:	3,135	3,135	545	6,815
		Operations Related Activities Subtotal	386,665	966,700	170,021
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	386,665	966,700	170,021	1,523,386
ADMINISTRATION	Administration:				
	Salaries		1,174	207	1,381
	Benefits		541	95	636
	Other: Indirect	20,808	20,808	3,618	45,234
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	20,808	22,523	3,920	47,251
	Grand Total	407,473	989,223	173,941	1,570,637

WIA Budget

Orange County One-Stop Center-Northern Region FY 10/11

	ADDITIONAL FUNDING	<u>Budget</u> SCSEP -OC
PROGRAM	Operations Activities:	
	Salaries	33,415
	Benefits	16,047
	Office Supplies	86
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
	Operations Related Activities Subtotal	49,548
	Direct Client Related Activities:	
Participant Wages and Benefits		
Employer Reimbursement/OJT		
Participant Training Cost		
Participant Supportive Services		
Other:		
Other - Subtotal	-	
Direct Client Related Activities Subtotal	-	
Program Subtotal	49,548	
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
Other:		
Other Subtotal	-	
Administration Subtotal	-	
Grand Total	49,548	

WIA Budget

Orange County One-Stop Center-Northern Region FY 10/11

	ADDITIONAL FUNDING	<u>Budget</u> SCSEP -Appropriations
PROGRAM	Operations Activities:	
	Salaries	18,180
	Benefits	8,716
	Office Supplies	599
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
Travel / Mileage		
	Operations Related Activities Subtotal	27,495
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
Other:		
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	27,495
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	-
	Grand Total	27,495

WIA Budget

Orange County One-Stop Center-Northern Region FY 10/11

	ADDITIONAL FUNDING	Budget DPN-WPA
PROGRAM	Operations Activities:	
	Salaries	74,191
	Benefits	20,161
	Printing	
	Meeting / Conference	750
	Office Supplies	1,750
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
Other Services	840	
	Operations Related Activities Subtotal	97,692
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	97,692
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	2,928
	Travel/Mileage	
Other:		
	Other Subtotal	-
	Administration Subtotal	2,928
	Grand Total	100,620

WIA Budget

Orange County One-Stop Center-Northern Region

FY 10/11

	ADDITIONAL FUNDING	<u>Budget</u> DPN-WPA (AT)
PROGRAM	Operations Activities:	
	Salaries	
	Benefits	
	Printing	
	Meeting / Conference	
	Office Supplies	
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
	Other Services: Software	10,360
	Operations Related Activities Subtotal	10,360
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	10,360
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	-
	Grand Total	10,360

WIA Budget

Orange County One-Stop Center-Northern Region FY 10/11

	ADDITIONAL FUNDING	Budget New Start
PROGRAM	Operations Activities:	
	Salaries	1,623
	Benefits	800
	Office Supplies	562
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Others: In House Training	
	Travel / Mileage	
	Operations Related Activities Subtotal	2,985
PROGRAM	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	900
	Other:	
Other - Subtotal	-	
Direct Client Related Activities Subtotal	900	
Program Subtotal	3,885	
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
Other:		
Other Subtotal	-	
Administration Subtotal	-	
Grand Total	3,885	

**ORANGE COUNTY ONE-STOP CENTER - Northern Region
FY 10-11 EXPENDITURE PLAN**

Adult

COST CATEGORIES

PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Lease Termination Cost
- 5 Staff Training
- 6 Printing
- 7 Publications/Marketing Material
- 8 Meeting / Conferences
- 9 Telephone
- 10 Equipment :under \$5,000
- 11 Equipment Lease
- 12 Insurance
- 13 Professional Memberships
- 14 Subscriptions
- 15 Postage
- 16 Office Supplies
- 17 Consultant/Subcontract (under \$10,000)
- 18 Consultant/Subcontract (over \$10,000)
- 19 Travel/Mileage
- 20 Other:
- 21 Participant Wages & Benefits
- 22 Employer Reimbursement/OJT
- 23 Participant Training Cost
- 24 Participant Supportive Services
- 25 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

	Qt 1	Qt 2	Qt 3	Qt 4	Total
	7/1/10- 9/30/10	10/1/10- 12/31/10	1/1/11- 3/31/11	4/1/11- 6/30/11	
1 Salaries	82,726	82,726	82,726	82,726	330,904
2 Benefits	36,807	36,807	36,807	36,807	147,228
3 Monthly Rent	27,867	27,867	27,867	27,867	111,468
4 Lease Termination Cost				100,121	100,121
5 Staff Training	-	-	-	-	-
6 Printing	-	-	-	-	-
7 Publications/Marketing Material	-	-	-	-	-
8 Meeting / Conferences	98	163	228	161	650
9 Telephone	622	1,037	1,451	1,036	4,146
10 Equipment :under \$5,000		-	-	-	-
11 Equipment Lease	1,489	1,489	1,489	1,488	5,955
12 Insurance					-
13 Professional Memberships	-	-	-	-	-
14 Subscriptions	-	-	-	-	-
15 Postage	-	-	-	-	-
16 Office Supplies	563	938	1,313	937	3,751
17 Consultant/Subcontract (under \$10,000)	-	-	-	-	-
18 Consultant/Subcontract (over \$10,000)					-
19 Travel/Mileage	128	213	298	211	850
20 Other:	450	750	1,050	750	3,000
21 Participant Wages & Benefits					
22 Employer Reimbursement/OJT					
23 Participant Training Cost					
24 Participant Supportive Services	-	-	-	-	-
25 Other:					
					-
ADMINISTRATION					
1 Salaries	215	215	215	214	859
2 Benefits	96	96	96	94	382
3 Operations					-
4 Indirect	6,042	6,092	6,142	2,758	21,034
5 Travel/Mileage					-
6 Other:					-
GRAND TOTAL	157,103	158,393	159,682	255,170	730,348

**ORANGE COUNTY ONE-STOP CENTER - Northern Region
FY 10-11 EXPENDITURE PLAN**

Dislocated Workers

COST CATEGORIES

	Qt 1	Qt 2	Qt 3	Qt 4	Total
	7/1/10- 9/30/10	11/1/10- 12/31/10	1/1/11- 3/31/11	4/1/11- 6/30/11	
PROGRAM					
1 Salaries	178,984	178,984	178,984	178,984	715,936
2 Benefits	79,272	-	79,272	158,544	317,088
3 Monthly Rent	59,929	59,929	59,929	59,929	239,716
4 Lease Termination Cost				203,277	203,277
5 Staff Training	-	-	-	-	-
6 Printing	675	1,125	1,575	1,125	4,500
7 Publications/Marketing Material	-	-	-	-	-
8 Meeting / Conferences	195	325	455	325	1,300
9 Telephone	1,338	2,229	3,121	2,229	8,917
11 Equipment :under \$5,000		-	-	-	-
11 Equipment Lease	3,202	3,202	3,202	3,200	12,806
12 Insurance					-
13 Professional Memberships	-	-	-	-	-
14 Subscriptions	-	-	-	-	-
15 Postage	330	550	770	550	2,200
16 Office Supplies	1,295	2,158	3,021	2,157	8,631
17 Consultant/Subcontract (under \$11,000)	-	-	-	-	-
18 Consultant/Subcontract (over \$11,000)					-
19 Travel/Mileage	330	550	770	550	2,200
20 Other:	1,022	1,704	2,385	1,704	6,815
21 Participant Wages & Benefits					
22 Employer Reimbursement/OJT					
23 Participant Training Cost					
24 Participant Supportive Services	-	-	-	-	-
25 Other:					
					-
ADMINISTRATION					
1 Salaries	345	345	345	346	1,381
2 Benefits	159	159	159	159	636
3 Operations					-
4 Indirect	13,022	9,962	13,244	9,006	45,234
5 Travel/Mileage					-
6 Other:					-
GRAND TOTAL	340,098	261,222	347,232	622,085	1,570,637

**ORANGE COUNTY ONE-STOP CENTER - Northern Region
FY 10-11 EXPENDITURE PLAN**

SCSEP-Appropriations

COST CATEGORIES

	Qt 1	Qt 2	Qt 3	Qt 4	Total
	7/1/10- 9/30/10	11/1/10- 12/31/10	1/1/11- 3/31/11	4/1/11- 6/30/11	
PROGRAM					
1 Salaries	4,545	4,545	4,545	4,545	18,180
2 Benefits	2,179	2,179	2,179	2,179	8,716
3 Office Supplies	90	150	210	149	599
4 Equipment : \$5,000 or Over					-
5 Equipment : \$1 - \$4,999					-
6 Supplies					-
7 Consultant/Subcontract					-
8 Travel/Mileage					-
9 Participant Wages and Benefits					-
11 Employer Reimbursement (OJT)					-
11 Participant Training Cost					-
12 Participant Supportive Services					-
13 Other:					-
					-
					-
ADMINISTRATION					
1 Salaries					-
2 Benefits					-
3 Operations					-
4 Indirect					-
5 Travel/Mileage					-
6 Other:					-
					-
					-
GRAND TOTAL	6,814	6,874	6,934	6,873	27,495

**ORANGE COUNTY ONE-STOP CENTER - Northern Region
FY 10-11 EXPENDITURE PLAN**

DPN-WPA

COST CATEGORIES

PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Printing
- 4 Meeting / Conference
- 5 Office Supplies
- 6 Lease Termination Cost
- 7 Equipment : \$5,000 or Over
- 8 Equipment : \$1 - \$4,999
- 9 Supplies
- 10 Consultant/Subcontract
- 11 Travel/Mileage
- 12 Participant Wages and Benefits
- 13 Employer Reimbursement (OJT)
- 14 Participant Training Cost
- 15 Participant Supportive Services
- 16 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

GRAND TOTAL

	Qt 1	Qt 2	Qt 3	Qt 4	Total
	7/1/10- 9/30/10	11/1/10- 12/31/10	1/1/11- 3/31/11	4/1/11- 6/30/11	
1 Salaries	18,548	18,548	18,548	18,547	74,191
2 Benefits	5,040	5,040	5,040	5,041	20,161
3 Printing	-	-	-	-	-
4 Meeting / Conference	75	90	263	322	750
5 Office Supplies	175	210	613	752	1,750
6 Lease Termination Cost					-
7 Equipment : \$5,000 or Over					-
8 Equipment : \$1 - \$4,999					-
9 Supplies					-
10 Consultant/Subcontract					-
11 Travel/Mileage	-	-	-	-	-
12 Participant Wages and Benefits					-
13 Employer Reimbursement (OJT)					-
14 Participant Training Cost					-
15 Participant Supportive Services					-
16 Other:	84	101	294	361	840
					-
					-
ADMINISTRATION					
1 Salaries					-
2 Benefits					-
3 Operations					-
4 Indirect	957	960	990	21	2,928
5 Travel/Mileage					-
6 Other:					-
GRAND TOTAL	24,879	24,949	25,748	25,044	100,620

Personnel Breakdown by Funding Stream

Coast Community College District / Coastline Community College/Orange County One-Stop Center - Nor

Estimated Percent of Time Charged To:

Name	Position Title*	Salary	Full Time Equivalent	WIA								Total	
				WIA Adult	Dislocated Worker	SCSEP	SCSEP- Appropriations	Vets4 VEAP 15%	New Start	DPN-WPA	Non-WIA Contract		
Lois Wilkerson	Director	140,811	0%										0%
Evelyn Bell	Supervisor	71,692	100%	5%	45%				8%				58%
Jan Duncan	Supervisor	71,692	100%	23%	54%				8%		15%		100%
Jinny Hanson	Program Manager	107,624	100%	5%	15%								20%
Binh Nguyen	Program Asst. Manager	91,154	100%	5%	10%								15%
Duc Au	WIA Support Clerk	44,653	100%	25%	25%								50%
Rena Drake	Workforce Specialist	45,947	100%	25%	67%				8%				100%
Dolores Durkee	Eligibility Tech	48,814	100%	10%	36%				8%				54%
Kevin Eldridge	Workforce Specialist	53,366	100%	25%	67%				8%				100%
Leslie Hargrove	Admin Specialist	53,671	100%	10%	35%								45%
Anthony Hou	Workforce Specialist	53,366	100%	25%	67%				8%				100%
Kathy Jensen	Workforce Specialist	53,366	100%	25%	67%				8%				100%
Ann Kennedy	Workforce Specialist	54,094	100%	25%	65%				8%	2%			100%
Isabelle Krasney	Corporate Developer	68,168	100%	10%	35%								45%
Deborah Lewis	Workforce Specialist	47,114	100%	25%	25%								50%
Carlos Martinez	Office Asst	46,481	100%	50%	50%								100%
Linda Mellor	Staff Specialist	60,256	100%	5%	22%	28%	16%						71%
Minh T. Nguyen	WIA Support Clerk	45,745	100%	30%	70%								100%
Jonathan Pham	Workforce Specialist	44,168	100%	25%	67%				8%				100%
Thida Bruno-Pok	Workforce Specialist	53,366	100%	25%	67%				8%				100%
Victoria Rhoades	Workforce Specialist	53,366	100%	25%	67%				8%				100%
Irma Rivera	WIA Support Clerk	45,745	100%	50%	50%								100%
Khen Sayasy	Systems Analyst	76,629	100%	16%	20%					10%	10%		56%
Anna Siu	Compliance Monitor Asst	58,860	100%	11%	35%				8%				54%
Soronite Suos	Workforce Specialist	46,920	100%	25%	67%				8%				100%
Tom Tran	Workforce Specialist	53,366	100%			31%	16%						47%
Martha Tran-Nguyen	Workforce Specialist	53,002	100%	25%	67%				8%				100%
Luz Vega-Gutierra	WIA Support Clerk	45,381	100%	50%	50%								100%
Jocelyn Wang	Budget/Office Clerk	49,178	100%	10%	25%								35%
* Kirsten Chammas	Workforce Specialist	22,870	100%	30%	70%								100%
* Brett Crews	Office Asst.	18,811	100%	50%	50%								100%
* Joshua Johnson	Budget/Office Clerk	25,215	100%	30%	70%								100%
* Sue Miller	Office Asst.	14,033	100%	30%	70%								100%
* Trung Nguyen	WIA Support Clerk	19,754	100%	50%	50%								100%
* Mandana Rahimi	Programmer	30,650	100%	25%	25%								50%
* Paul Salazar	Workforce Specialist	25,215	100%						50%		50%		100%
* Lloyd Saposnek	Disability Navigator	39,123	100%							100%			100%
* Constance Springer	Office Asst.	19,754	100%	50%	50%								100%
* Anna Vu	WIA Support Clerk	19,754	100%	30%	70%								100%
* Sean Watson	Office Asst.	19,754	100%	30%	70%								100%
* Tracy Watson	Office Asst.	19,754	100%	50%	50%								100%
* Ofra Zeek	WIA Support Clerk	19,750	100%	30%	70%								100%
		2,032,432	4100%	995%	1915%	59%	32%	162%	2%	175%	10%	0%	3350%

*Job Descriptions for each Position Title must be attached.



FIRST AMENDMENT TO AGREEMENT

BETWEEN COUNTY OF ORANGE

AND

Coast Community College District

WIA Agreement #16-S-11

**CFDA #(s): 17.258 WIA Adult Programs
17.260 WIA Dislocated Workers
17.261 WIA Pilots, Demonstration and Research Projects
17.235 SCSEP**

THIS FIRST AMENDMENT to Agreement No. 16-S-11 is entered into this 19th day of October, 2010, which date is enumerated for purposes of reference only, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**" and Coast Community College District hereinafter, referred to as "**CONTRACTOR**", to amend that certain Agreement between the parties commencing July 1, 2010 and ending June 30, 2011, pertaining to the provision of Workforce Investment Act services for the Comprehensive One-Stop Centers.

WITNESSETH:

WHEREAS, **COUNTY** and **CONTRACTOR** desire to revise the budget contained in the Agreement to show an increase of four hundred twenty two thousand two hundred sixty four dollars (\$422,264) for a total compensation not to exceed two million three hundred seventy nine thousand one hundred seventy four dollars (\$2,379,174) funding to expand the One-Stop System's capacity to provide WIA services to adults and dislocated workers through June 30, 2011.

WHEREAS, this funding must be used for services provided no later than June 30, 2011.

WHEREAS, the parties desire to revise Exhibits "C" and "D1" attached to the Agreement to show an updated Performance Plan and Budget for the services being provided for the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. All references to the total amount of the Agreement shall not exceed two million three hundred seventy nine thousand one hundred seventy four dollars (\$2,379,174).

2. Subparagraph 7 of the Agreement is amended to read as follows:

BUDGET SCHEDULE

7. CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D2", and which by this reference is incorporated herein and made a part hereof as if fully set forth.

3. Subparagraph 9 of the Agreement is amended to read as follows:

PAYMENTS BY COUNTY

9. CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before June 30, 2011 and that any and all funds remaining as of June 30, 2011 which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. Supplemental funds received as a result of Amendment #1 shall be disbursed or encumbered on or before June 30, 2011. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2011. No CONTRACTOR expenses shall be paid if COUNTY receives billing after July 31, 2011.

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning August 1, 2010, upon receipt and approval by OC Community Resources of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed two million three hundred seventy nine thousand one hundred seventy four dollars (\$2,379,174).

(b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.

(c) Invoices. CONTRACTOR shall provide to OC Community Resources monthly invoices by the 20th day following the month being reported. CONTRACTOR's invoices shall show the most up to date costs chargeable to the program(s) referenced in this Agreement. If CONTRACTOR's expenditures for any program Referenced in this Agreement fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Agreement, CONTRACTOR may be subject to a reduction in funding. No payments will be authorized if any preceding month's Reports or invoices have not been received.

4. EXHIBIT "D1" shall be amended. EXHIBIT "D2" is to replace EXHIBIT "D1" in its entirety.
5. EXHIBIT "C" shall be amended. EXHIBIT "C1" is to replace EXHIBIT "C" in its entirety.

6. Except as amended herein, all other terms and conditions of the Agreement, to the extent they are not inconsistent with this First Amendment, remain in full force and effect.

/
/
/
/
/
/
/

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this First Amendment to Agreement to be executed this 19th day of October, 2010.

COUNTY OF ORANGE, a political subdivision of the State of California

Dated: _____

By: _____
Steve Franks
Director, OC Community Resources

and

"COAST COMMUNITY COLLEGE DISTRICT"

Dated: _____

By: _____
Jerry Patterson
Title: Board President

Dated: _____

By: _____
Title: _____

*[Authorized signatures for corporations - requirement of two signatures is as follows: (1) one signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

CCCD, One-Stop Center - Southern Region
WIA PERFORMANCE
Disadvantaged Adult Program PY 2010-11

Cumulative

I. WIA ENROLLMENTS	07/01/10- 09/30/10	10/01/10- 12/31/10	01/01/11- 03/31/11	04/01/11- 06/30/11
A. New Enrollments	40	95	145	183
B. WIA Carryovers from Prior Program Year	240	240	240	240
C. Total Enrollments (A+B=C)	280	335	385	423

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/10- 09/30/10	10/01/10- 12/31/10	01/01/11- 03/31/11	04/01/11- 06/30/11
A. WIA Registered Core Enrollments	280	335	385	423
B. WIA Intensive Enrollments	182	218	250	275
C. WIA Training Enrollments	70	84	96	106

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/10- 09/30/10	10/01/10- 12/31/10	01/01/11- 03/31/11	04/01/11- 06/30/11
A. Total Exits	45	90	150	203
B. Entry into Unsubsidized Employment ¹ B=(A)*(.755) Q1 after exit	34	68	113	153
C. Retention in Unsubsidized Employment at six months ² C=B*(.815) Q2 and Q3 after exit	28	55	92	125
D. Average Earnings in six months ³ (\$15,000)	\$15,000			

1 The Performance Standard for this measure is 75.5% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 81.5% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$15,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

IV. PERFORMANCE MEASURES	
	Program Category
Entered Employment	75.5%
Retention	81.5%
Average Earnings	\$15,000

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/10 to 06/30/11
Total Exiters	04/01/10 to 03/31/11
Adult Performance Measures	
Entered Employment Rate	10/01/09 to 09/30/10
Employment Retention Rate	04/01/09 to 03/31/10
Average Earnings	04/01/09 to 03/31/10

CCCD, One-Stop Center - Southern Region
WIA PERFORMANCE
Dislocated Worker Program PY 2010-11

Cumulative

I. WIA ENROLLMENTS	07/01/10- 09/30/10	10/01/10- 12/31/10	01/01/11- 03/31/11	04/01/11- 06/30/11
A. New Enrollments	86	176	282	389
B. WIA Carryovers from Prior Program Year	533	533	533	533
C. Total Enrollments (A+B=C)	619	709	815	922

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/10- 09/30/10	10/01/10- 12/31/10	01/01/11- 03/31/11	04/01/11- 06/30/11
A. WIA Registered Core Enrollments	619	709	815	922
B. WIA Intensive Enrollments	402	461	530	599
C. WIA Training Enrollments	155	177	204	231

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/10- 09/30/10	10/01/10- 12/31/10	01/01/11- 03/31/11	04/01/11- 06/30/11
A. Total Exits	95	190	315	443
B. Entry into Unsubsidized Employment ¹ B=(A)*(.79) Q1 after exit	75	150	249	350
C. Retention in Unsubsidized Employment at six months ² C=B*(.835) Q2 and Q3 after exit	63	125	208	292
D. Average Earnings in six months ³ (\$16,700)	\$16,700			

1 The Performance Standard for this measure is 79% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 83.5% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$16,700 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

IV. PERFORMANCE MEASURES	
	Program Category
Entered Employment	79.0%
Retention	83.5%
Average Earnings	\$16,700

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/10 to 06/30/11
Total Exiters	04/01/10 to 03/31/11
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/09 to 09/30/10
Employment Retention Rate	04/01/09 to 03/31/10
Average Earnings	04/01/09 to 03/31/10

**Description of Adult Common Measures
(TEGL 17-05)**

Entered Employment

*Of those who are not employed
at date of participation:*

**# of participants who are employed
in the first quarter after the exit quarter**

DIVIDED BY

of participants who exit during the quarter

Employment Retention

*Of those who are employed in the
first quarter after the exit quarter:*

**# of participants who are employed in
both the second and the third quarters
after the exit quarter**

DIVIDED BY

of participants who exit during the quarter

Average Earnings

*Of those who are employed in the
first, second, and third quarters after the exit quarter:*

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

COMBINED SCSEP PERFORMANCE MEASURES/GOALS, PY 2010-11 Coast Community College District		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	135
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 135=136)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	54%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	34.9%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	56%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$8,730
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.4

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2010
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies ACSI (American Customer Satisfaction Index)	As prescribed by the state

WIA Budget

Orange County One-Stop Center-Southern Region FY 10/11

	ADULT	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	103,002	244,266	36,499	383,767
	Benefits	44,685	105,714	15,796	166,195
	Monthly Rent	43,601	26,604	3,695	73,900
	Lease Termination Cost	13,545	8,265	1,148	22,958
	Staff Training				-
	Printing	1,682	1,026	142	2,850
	Publications/Marketing Material	1,239	756	105	2,100
	Utilities	8,651	5,279	733	14,663
	Meetings / Conferences	1,328	810	112	2,250
	Telephone	2,802	1,710	237	4,749
	Equipment (under \$5,000)				-
	Equipment Lease	3,755	2,291	318	6,364
	Insurance				-
	Professional Memberships				-
	Subscriptions				-
	Postage	443	270	37	750
	Office Supplies	10,865	6,629	921	18,415
	Consultant/Subcontract (under \$10,000)				-
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		1,914	286	2,200
	Other:	3,876	2,365	329	6,570
	Operations Related Activities Subtotal	239,474	407,899	60,358	707,731
Direct Client Related Activities:					
Participant Wages and Benefits				-	
Employer Reimbursement/OJT				-	
Participant Training Cost				-	
Participant Supportive Services				-	
Other:				-	
Other - Subtotal	-	-	-	-	
Direct Client Related Activities Subtotal	-	-	-	-	
Program Subtotal	239,474	407,899	60,358	707,731	
ADMINISTRATION	Administration:				
	Salaries		1,161	174	1,335
	Benefits		526	78	604
	Other: Indirect	12,417	7,576	1,052	21,045
	Other:				-
	Other Subtotal	-	-	-	-
Administration Subtotal	12,417	9,263	1,304	22,984	
Grand Total	251,891	417,162	61,662	730,715	

WIA Budget

Orange County One-Stop Center-Southern Region FY 10/11

	DISLOCATED WORKER	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	103,002	592,452	121,345	816,799
	Benefits	50,106	254,201	52,065	356,372
	Monthly Rent	76,284	68,337	14,303	158,924
	Lease Termination Cost	22,374	20,043	4,195	46,612
	Staff Training				-
	Printing	3,758	3,367	705	7,830
	Publications/Marketing Material	1,824	1,634	342	3,800
	Utilities	15,136	13,559	2,838	31,533
	Meetings / Conferences	2,342	2,098	440	4,880
	Telephone	4,902	4,391	919	10,212
	Equipment (under \$5,000)				-
	Equipment Lease	6,570	5,885	1,232	13,687
	Insurance				-
	Professional Memberships	1,008	903	189	2,100
	Subscriptions	1,056	946	198	2,200
	Postage	1,200	1,075	225	2,500
	Office Supplies	20,652	18,501	3,872	43,025
	Consultant/Subcontract (under \$11,000)				-
	Consultant/Subcontract (over \$11,000)				-
	Travel / Mileage		2,366	484	2,850
	Other:	9,582	8,584	1,796	19,962
	Operations Related Activities Subtotal	319,796	998,342	205,148	1,523,286
Direct Client Related Activities:					
Participant Wages and Benefits				-	
Employer Reimbursement/OJT				-	
Participant Training Cost				-	
Participant Supportive Services				-	
Other:				-	
Other - Subtotal	-	-	-	-	
Direct Client Related Activities Subtotal	-	-	-	-	
Program Subtotal	319,796	998,342	205,148	1,523,286	
ADMINISTRATION	Administration:				
	Salaries		1,618	331	1,949
	Benefits		766	157	923
	Other: Indirect	21,723	19,461	4,073	45,257
	Other:				-
Other Subtotal	-	-	-	-	
Administration Subtotal	21,723	21,845	4,561	48,129	
Grand Total	341,519	1,020,187	209,709	1,571,415	

WIA Budget

Orange County One-Stop Center-Southern Region FY 10/11

	ADDITIONAL FUNDING	<u>Budget</u> SCSEP-OC
PROGRAM	Operations Activities:	
	Salaries	32,553
	Benefits	16,137
	Office Supplies	658
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
	Other:	200
	Operations Related Activities Subtotal	49,548
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
Other:		
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	49,548
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
Other:		
	Other Subtotal	-
	Administration Subtotal	-
	Grand Total	49,548

WIA Budget

Orange County One-Stop Center-Southern Region

FY 10/11

	ADDITIONAL FUNDING	<u>Budget</u> SCSEP-Appropriations
PROGRAM	Operations Activities:	
	Salaries	18,514
	Benefits	8,650
	Office Supplies	332
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
	Other:	
	Operations Related Activities Subtotal	27,496
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
Other:		
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	27,496
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
Other:		
	Other Subtotal	-
	Administration Subtotal	-
	Grand Total	27,496

**ORANGE COUNTY ONE STOP CENTER - Southern Region
FY 10-11 EXPENDITURE PLAN**

Adult

COST CATEGORIES

	Qt 1	Qt 2	Qt 3	Qt 4	Total
	7/1/10- 9/30/10	11/1/10- 12/31/10	1/1/11- 3/31/11	4/1/11- 6/30/11	
PROGRAM					
1 Salaries	95,942	95,942	95,942	95,941	383,767
2 Benefits	41,549	41,549	41,549	41,548	166,195
3 Monthly Rent	18,475	18,475	18,475	18,475	73,900
4 Lease Termination Cost				22,958	22,958
5 Staff Training	-	-	-	-	-
6 Printing	428	713	998	711	2,850
7 Publications/Marketing Material	315	525	735	525	2,100
8 Utilities	3,666	3,666	3,666	3,665	14,663
9 Meeting / Conferences	338	563	788	561	2,250
11 Telephone	1,187	1,187	1,187	1,188	4,749
11 Equipment :under \$5,000		-	-	-	-
12 Equipment Lease	1,591	1,591	1,591	1,591	6,364
13 Insurance					-
14 Professional Memberships	-	-	-	-	-
15 Subscriptions	-	-	-	-	-
16 Postage	113	188	263	186	750
17 Office Supplies	2,762	4,604	6,445	4,604	18,415
18 Consultant/Subcontract (under \$11,000)	-	-	-	-	-
19 Consultant/Subcontract (over \$11,000)					-
20 Travel/Mileage	440	660	660	440	2,200
21 Other:	986	1,643	2,300	1,641	6,570
22 Participant Wages & Benefits					
23 Employer Reimbursement/OJT					
24 Participant Training Cost					
25 Participant Supportive Services	-	-	-	-	-
26 Other:					-
					-
ADMINISTRATION					
1 Salaries	334	334	334	333	1,335
2 Benefits	151	151	151	151	604
3 Operations					-
4 Indirect	6,731	6,872	7,442		21,045
5 Travel/Mileage					-
6 Other:					-
GRAND TOTAL	175,008	178,663	182,526	194,518	730,715

**ORANGE COUNTY ONE STOP CENTER - Southern Region
FY 10-11 EXPENDITURE PLAN**

Dislocated Workers

COST CATEGORIES

PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Lease Termination Cost
- 5 Staff Training
- 6 Printing
- 7 Publications/Marketing Material
- 8 Utilities
- 9 Meeting / Conferences
- 11 Telephone
- 11 Equipment :under \$5,000
- 12 Equipment Lease
- 13 Insurance
- 14 Professional Memberships
- 15 Subscriptions
- 16 Postage
- 17 Office Supplies
- 18 Consultant/Subcontract (under \$11,000)
- 19 Consultant/Subcontract (over \$11,000)
- 20 Travel/Mileage
- 21 Other:
- 22 Participant Wages & Benefits
- 23 Employer Reimbursement/OJT
- 24 Participant Training Cost
- 25 Participant Supportive Services
- 26 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

	Qt 1	Qt 2	Qt 3	Qt 4	Total
	7/1/10- 9/30/10	11/1/10- 12/31/10	1/1/11- 3/31/11	4/1/11- 6/30/11	
1 Salaries	204,200	204,200	204,200	204,199	816,799
2 Benefits	89,093	89,093	89,093	89,093	356,372
3 Monthly Rent	39,731	39,731	39,731	39,731	158,924
4 Lease Termination Cost				46,612	46,612
5 Staff Training	-	-	-	-	-
6 Printing	1,175	1,958	2,741	1,956	7,830
7 Publications/Marketing Material	570	950	1,330	950	3,800
8 Utilities	7,883	7,883	7,883	7,884	31,533
9 Meeting / Conferences	732	1,220	1,708	1,220	4,880
11 Telephone	2,553	2,553	2,553	2,553	10,212
11 Equipment :under \$5,000		-	-	-	-
12 Equipment Lease	3,422	3,422	3,422	3,421	13,687
13 Insurance					-
14 Professional Memberships	315	525	735	525	2,100
15 Subscriptions	330	550	770	550	2,200
16 Postage	375	625	875	625	2,500
17 Office Supplies	6,454	10,756	15,059	10,756	43,025
18 Consultant/Subcontract (under \$11,000)	-	-	-	-	-
19 Consultant/Subcontract (over \$11,000)					-
20 Travel/Mileage	570	855	855	570	2,850
21 Other:	2,994	4,991	6,987	4,990	19,962
22 Participant Wages & Benefits					
23 Employer Reimbursement/OJT					
24 Participant Training Cost					
25 Participant Supportive Services	-	-	-	-	-
26 Other:					
					-
ADMINISTRATION					
1 Salaries	487	487	487	488	1,949
2 Benefits	231	231	231	230	923
3 Operations					-
4 Indirect	14,445	14,801	16,011	-	45,257
5 Travel/Mileage					-
6 Other:					-
GRAND TOTAL	375,560	384,831	394,671	416,353	1,571,415

Personnel Breakdown by Funding Stream
Coast Community College District / Coastline Community College/Orange County One-Stop Center - South

Estimated Percent of Time Charged To:

Name	Position Title*	Salary	Full Time Equivalent	WIA							Total	
				WIA Adult	Dislocated Worker	SCSEP	SCSEP- Appropriations	Vets4-VEAP 15%	DPN	Non-WIA Contract		
Lois Wilkerson	Director	140,811	0%								0%	
Evelyn Bell	Supervisor	71,692	100%	9%	33%			8%			50%	
Jinny Hanson	Program Manager	107,624	100%	20%	60%						80%	
Mai Le	Supervisor	71,692	100%	18%	42%		10%			30%	100%	
Binh Nguyen	Program Asst. Manager	91,154	100%	25%	60%						85%	
Diana Agag	Workforce Specialist	53,366	100%	25%	67%			8%			100%	
Pat Alatorre	Workforce Specialist	53,730	100%	25%	67%			8%			100%	
Duc Au	WIA Support Clerk	44,653	100%	25%	25%						50%	
Frederick Atuatasi	Follow-Up Clerk	45,017	100%	50%	50%						100%	
Ravi Brahmabhatt	Workforce Specialist	53,366	100%	25%	67%			8%			100%	
Dolores Durkee	Eligibility Tech	48,814	100%	10%	36%			8%			54%	
Claresia Ellisa	Eligibility Tech	48,450	100%	50%	50%						100%	
Trudie Giordano	Workforce Specialist	43,723	100%	25%	67%			8%			100%	
Zeke Gracia	Workforce Specialist	58,690	100%	30%	70%						100%	
Leslie Hargrove	Administrative Specialist	53,671	100%	16%	39%						55%	
James Harner	Workforce Specialist	53,366	100%	25%	67%			8%			100%	
Gail Hauri	Workforce Specialist	54,094	100%	25%	67%			8%			100%	
Beverly Karr	WIA Support Clerk	45,017	100%	50%	50%						100%	
Isabelle Krasney	Corporate Developer	68,168	100%	16%	39%						55%	
Deborah Lewis	Workforce Specialist	47,114	100%	25%	25%						50%	
Diane McCord	Workforce Specialist	54,094	100%	25%	67%			8%			100%	
Linda Mellor	Staff Specialist	60,256	100%	5%	22%		2%				29%	
Khen Sayasy	Accounting Analyst	76,629	100%	22%	22%						44%	
Anna Siu	Compliance Monitor Asst	58,860	100%	11%	35%			8%			54%	
Lanie Tiongco	Workforce Specialist	44,168	100%	25%	67%			8%			100%	
Tom Tran	Workforce Specialist	53,366	100%	3%		31%	19%				53%	
Vinh Tran	Workforce Specialist	53,366	100%	25%	67%			8%			100%	
Jocelyn Wang	Budget / Office Clerk	49,178	100%	20%	45%						65%	
Lori Wood	Workforce Specialist	53,366	100%			30%				70%	100%	
* Cynthia Ayorinde	WS Asst.	22,870	100%	30%	70%						100%	
* William Dockey	Office Asst.	19,754	100%	50%	50%						100%	
* Laurie Hendrick	WIA Support Clerk	22,870	100%	30%	70%						100%	
* Margaret Jones	Office Asst.	19,754	100%	50%	50%						100%	
* Masumi Kawakubo	Follow-Up Clerk	18,811	100%	50%	50%						100%	
* Karen Kaye	Office Asst	22,870	100%	30%	70%						100%	
* Arienne Labossiere	Office Asst.	22,870	100%	30%	70%						100%	
* Mandana Rahimi	Programmer	30,650	100%	25%	25%						50%	
* Kasey Rojas	Office Asst.	19,754	100%	50%	50%						100%	
* Norma Steger	Office Asst.	17,915	100%	50%	50%						100%	
* Albert Stone III	Office Asst.	19,754	100%	50%	50%						100%	
* Virginia Sullivan	Resume Critiquer	22,870	100%	30%	70%						100%	
* Linette Tung	WS Asst.	22,870	100%	30%	70%						100%	
		2,041,107	4100%	1135%	2051%	61%	31%	96%	0%	100%	0%	3474%



BOARD OF TRUSTEES' LEGISLATIVE AFFAIRS COMMITTEE

PURPOSE

The Board of Trustees' Legislative Affairs Committee (The Committee) is established under the authority of the Board of Trustees and reports directly to the Board. The primary purpose of this Committee is to act in an advisory role to the Board in carrying out legislative and administrative advocacy for community college initiatives on a local, state and national level.

GOALS AND OBJECTIVES

The Committee will advise the Board of Trustees concerning legislative matters and provides an open avenue of communication consistent with the Brown Act between the Board of Trustees, its Legislative Affairs Consultant, and the District's Executive Management team concerning all legislative matters. The Committee has the following goals and objectives:

- Increased awareness and transparency concerning District legislative advocacy matters;
- Establishment of a system of regular reporting by the colleges, District office, and Board Legislative Affairs Consultant to the Committee and the full Board of Trustees on legislative matters;
- Track and report to the Board of Trustees on legislation related to community colleges;
- Recommend formal positions to the Board on legislation that will lead to Board advocacy;
- Encourage and evaluate input on pending legislative matters from all District constituencies, such as Academic Senates, Student Governments, and Classified Councils;
- Ensure that the Board collaborates with other community college and K-12 leaders regarding legislative issues of common concern;
- Advise the Board on legislative issues that could impact the Coast Community College District.

COMPOSITION OF THE LEGISLATIVE COMMITTEE

The Committee shall consist of two Members, a Chair and Vice-Chair, who serve alternating terms of service, each with equal voting rights. Initially, one Member of the Committee will serve starting November 2010 with the term ending in November 2012. The term for the second Member of the Committee shall begin in November 2010 and end in December 2013. Thereafter, each Member of the Committee shall serve a two-year term of service on an alternating basis. The President of the Board of Trustees shall serve as one Member of the Committee. Members of the Legislative Committee shall possess or obtain a basic understanding of the legislative process on local, state and national levels, and shall have a requisite interest in the legislative issues facing the District and the community college system.

The Board Legislative Affairs Consultant will consult with and advise the Committee on a regular basis and shall provide, through the Secretary of the Board, quarterly reports to the Committee.

RESPONSIBILITIES

The Committee is responsible for the oversight of the Board's legislative advocacy efforts and will report to the Board of Trustees on a regular basis. The Committee has the following responsibilities:

- Reviews legislative and administrative issues of concern and interest to community colleges and the District with the Board's Legislative Affairs Consultant;
- Collaborates with the Board Legislative Affairs Consultant, Chancellor and Vice Chancellor of Educational Services and Technology to develop strategies for legislative advocacy;
- Coordinates with the District's Public Information Officer to schedule and execute discussions with the Orange County Legislative Task Force;
- Reviews legislative opportunities for community colleges from state and national entities, such as the Community College League of California and Association of Community College Trustees;
- Recommends actions to be taken on legislation concerning community colleges to the full Board of Trustees;
- Coordinates with the Board of Trustees' Career Technical Education Committee to evaluate and promote legislation and grant funding opportunities concerning workforce development and training;
- Prioritizes key legislation to review and recommend to the Board of Trustees, managing matrices of local, state and federal legislation for review;
- In tandem with the Board's Legislative Affairs Consultant, tracks and monitors the status of legislation of interest to the Board of Trustees and community colleges;
- Meets with local, state and federal legislators and/or their staff members to promote legislation supported by the Board.

ETHICAL CONDUCT

Members of the Committee are expected to conduct business in the most ethical way possible and to adhere to the Code of Ethics adopted by the Board of Trustees on September 5, 2007.

MEETINGS

The Committee shall meet as needed.

REPORTING

The Committee will report to the Board of Trustees as appropriate.

RESOLUTION # 10-29

A Resolution of the Board of Trustees of the Coast Community College District For Layoff Due to Lack of Funds: One-Stop Center Coastline Community College

Based on the reduction in categorical funding, the One-Stop Center, Coastline Community College does not have the funding level necessary to support one classified position. After review by the College President, the Vice Chancellor of Human Resources, and the Chancellor, it is recommended that the following Resolution be adopted by the Governing Board of the Coast Community College District regarding the layoff of one classified employee in; the following classification: Program Compliance Assistant - One-Stop Center, due to lack of funds. The district should also be provided direction to notify the affected employee of layoff to be effective January 2, 2011.

WHEREAS, the Board of Trustees of the Coast Community College District has determined in evaluating anticipated income and expenditures for the 2010-2011 school year that the best interests of this college district would be served by the elimination of services being provided in the One-Stop Center at Coastline Community College. Based upon such elimination of services, one classified position will accordingly be subject to layoff for lack of work and/or lack of funds within the meaning of Education Code Section 88127;

WHEREAS, as a separate and independent cause for layoff, it is the determination of this Board of Trustees in analyzing and balancing educational priorities, to eliminate the services being performed by said classified position shall be subject to layoff for lack of work and/or lack of funds within the meaning of Education Code sections 88017 and 88127;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Coast Community College District hereby determines that the following classified positions be abolished or reduced for lack of funds:

Eliminate one (1) Program Compliance Assistant E-50

BE IT FURTHER RESOLVED by the Board of Trustees as follows:

1. That due to a lack of funds, the classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code section 88127 and provisions of the classified collective bargaining agreement.
2. That the Vice-Chancellor, Human Resources, or designee, is hereby authorized to give notice of layoff to the affected classified employees pursuant to the requirements of law.

3. That said layoff shall become effective on January 2, 2011, subject to negotiations to the extent required by law.

4. That employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 88117.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on November 17, 2010 this Resolution was adopted by the Board by a vote of _____.

Aye:

No:

Abstain:

Christian Teeter, Ed.D., Board Secretary, Board of Trustees

MEMORANDUM

Date: November 17, 2010

To: Honorable Board of Trustees and Dr. Ding-Jo Currie, Chancellor

From: Andy Dunn 

Re: First Quarter Report CCFS-311Q Ending September 30, 2010

The First Quarter Report is attached for your review with the following notations:

- Projected income is 1% lower than last year due to small reductions in Federal and local revenue.
- Projected expenses are approximately the same as last year.
- The available reserve for contingency is \$13,500,000.

FTES are estimated at 36,103 for 2010/2011. Although the State budget includes \$126 million for growth, none of these funds were included in the district adopted budget. Should the district earn all available growth funds, there will still be unfunded FTES.

If I can provide additional information, please let me know.

AD/ms

Attachments



CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-31 IQ
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD

District: (830) COAST

Fiscal Year: 2010-2011
Quarter Ended: (Q1) Sep 30, 2010

Your Quarterly Data is Certified for this quarter.

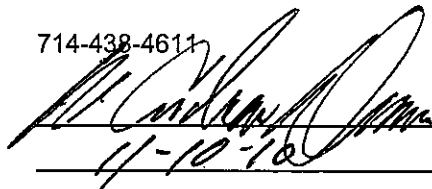
Chief Business Officer

CBO Name: Andrew Dunn

CBO Phone: 714-438-4611

CBO Signature:

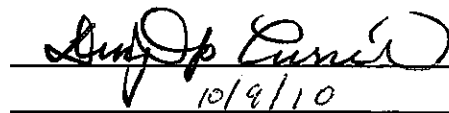
Date Signed:


11-10-10

Chief Executive Officer Name: Ding-Jo Currie

CEO Signature:

Date Signed:


10/9/10

Electronic Cert Date: 10/21/2010

District Contact Person

Name: Kim Allen

Title: Admin Director, Fiscal Affairs

Telephone: 714-438-4654

Fax: 714-438-4874

E-Mail: kallen@cccd.edu

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511

Send questions to:
Christine Atalig (916)327-5772 catalig@ccccc.edu or Glen Campora (916)323-6899 gcampora@ccccc.edu

© 2007 State of California. All Rights Reserved.

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

Quarterly Financial Status Report, CCFS-3 | IQ

VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2010-2011

Quarter Ended: (Q1) Sep 30, 2010

District: (830) COAST

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2007-08	Actual 2008-09	Actual 2009-10	Projected 2010-2011
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	190,014,290	190,567,016	186,702,880	184,929,405
A.2	Other Financing Sources (Object 8900)	2,448	3,075	17,461	500,000
A.3	Total Unrestricted Revenue (A.1 + A.2)	190,016,738	190,570,091	186,720,341	185,429,405
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	188,498,979	191,053,827	185,988,908	184,443,399
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	6,710,979	2,020,556	1,819,367	2,907,032
B.3	Total Unrestricted Expenditures (B.1 + B.2)	195,209,958	193,074,383	187,808,275	187,350,431
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-5,193,220	-2,504,292	-1,087,934	-1,921,026
D.	Fund Balance, Beginning	28,794,303	23,601,080	21,096,788	19,698,262
D.1	Prior Year Adjustments + (-)	-3	0	-310,592	-452
D.2	Adjusted Fund Balance, Beginning (D + D.1)	28,794,300	23,601,080	20,786,196	19,697,810
E.	Fund Balance, Ending (C. + D.2)	23,601,080	21,096,788	19,698,262	17,776,784
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	12.1%	10.9%	10.5%	9.5%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	35,614	37,299	36,103	36,103
-----	---	--------	--------	--------	--------

III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2007-08	2008-09	2009-10	2010-2011
H.1	Cash, excluding borrowed funds		8,343,672	25,539,870	6,597,505
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)		8,343,672	25,539,870	6,597,505

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	184,929,405	184,929,405	22,396,670	12.1%
I.2	Other Financing Sources (Object 8900)	500,000	500,000	136,840	27.4%
I.3	Total Unrestricted Revenue (I.1 + I.2)	185,429,405	185,429,405	22,533,510	12.2%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	183,209,058	184,443,399	29,679,742	16.1%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,407,032	2,907,032	68,490	2.4%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	184,616,090	187,350,431	29,748,232	15.9%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	813,315	-1,921,026	-7,214,722	
L	Adjusted Fund Balance, Beginning	19,698,262	19,698,262	19,697,810	
L.1	Fund Balance, Ending (C. + L.2)	20,511,577	17,777,236	12,483,088	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	11.1%	9.5%		

V. Has the district settled any employee contracts during this quarter? **YES**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
	Total Cost Increase	% *	Permanent		Temporary		Total Cost Increase	% *
			Total Cost Increase	% *	Total Cost Increase	% *		
a. SALARIES:								
Year 1: 2010-11			321,440	0.8%				
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

Salary increase formula of COLA percentage rounded to nearest .5% plus 1/2 of the growth percentage plus .75%. FY 2010-2011 is COLA at -.38% rounded to 0% plus 0% growth plus .75% additional District funds totalling .75%.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **This year? YES**
Next year? YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

2010/11 - Although Coast has adopted a responsible budget with a reserve in excess of 6%, significant risk emerges through the status of the state budget. Adopted more than 100 days into the new fiscal year, the state budget solution does not address its underlying structural imbalance and the revenue assumptions may be overly optimistic. Further, Prop 98 was suspended as a part of the adopted budget plan leaving no floor for K-14 spending.

2011/12 - We currently estimate an imbalance of approximately \$3 million emerging in the 2011-12 FY and an imbalance of nearly \$7 million emerging in the 2012-13 FY.

Coast Community College District

First Quarterly Report

2010-2011

All Funds

Fund	General	Child Development	GO Bond	Capital Outlay	Insurance Services	N/R Reimb Operations	Total
Assets	15,779,297	113,984	58,935,789	8,355,438	40,116,198	828,454	124,129,160
Due To System Posting	0	0	4,568	0	0	0	4,568
Liabilities	2,020,557	107,265	19,592	1	2,777	1,567,581	3,717,773
Due To/From System Posting	0	0	0	4,568	0	0	4,568
Fund Balance	<u>13,758,740</u>	<u>6,719</u>	<u>58,920,765</u>	<u>8,350,869</u>	<u>40,113,421</u>	<u>-739,126</u>	<u>120,411,388</u>
Beginning Balance	19,698,262	0	63,037,732	8,310,973	45,366,944	0	136,413,911
Income							
Adopted Budget	229,606,798	1,341,683	500,000	7,071,238	43,408,000	11,630,632	293,558,351
Actual	27,652,970	184,007	88,526	814,418	4,490,773	1,663,290	34,893,984
%	12.04%	13.71%	17.71%	0	10.35%	14.30%	0
Expenses							
Adopted Budget	229,606,798	1,341,683	63,537,732	15,382,211	51,254,502	11,630,632	372,753,558
Actual	33,562,547	177,288	4,205,494	774,522	9,744,296	2,402,416	50,866,563
%	14.62%	13.21%	6.62%	0	19.01%	20.66%	0
Suspense Clearing	-29,493	0	0	0	0	0	-29,493
Accrual Adjustments	-452	0	0	0	0	0	-452
Audit Adjustments	0	0	0	0	0	0	0
Fund Balance	<u>13,758,740</u>	<u>6,719</u>	<u>58,920,765</u>	<u>8,350,869</u>	<u>40,113,421</u>	<u>-739,126</u>	<u>120,411,388</u>

Coast Community College District Financial Status Report

First Quarterly Report Fiscal Year 2010/2011

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9110	CASH IN COUNTY TREASURY	15,857,103	-10,943,998	4,913,105
9120	CASH IN BANKS	1,784,901	-351,759	1,433,142
9125	CASH COLLECTN AWAITG DEPOSIT	924,766	-908,155	16,611
9130	REVOLVING CASH FUND	250,078	-15,431	234,647
9150	INVESTMENTS	79	0	79
9160/9169	ACCOUNTS RECEIVABLE	20,686,822	-12,423,089	8,263,733
9170	DUE FROM OTHER FUNDS	410,246	-310,246	100,000
9220	PREPAID EXPENSES	6,894	-6,894	0
9230	PREPAID EXPENSE/MID-MONTH	0	817,980	817,980
Total Assets		<u>39,920,889</u>	<u>-24,141,592</u>	<u>15,779,297</u>

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9510	ACCOUNTS PAYABLE	2,059,415	-1,721,728	337,687
9511	MISC ACCRUALS YR-END	7,624,413	-6,713,166	911,247
9512	DEPOSIT REFUNDABLE	99	0	99
9514	ACCRUED PAYROLL PAYABLES	159,403	-159,403	0
9519	ACCTS PAYABLE ACCRUALS	278,170	-256,506	21,664
9520	DUE TO OTHER FUNDS	3,402,603	-3,402,603	0
9540	DEFERRED INCOME	5,913,543	-5,913,543	0
9541	CAPITAL LEASES	0	0	0
9550	SUMMER PAY WITHHELD	40,707	-36,170	4,537
9552	CALIF USE TAX PAYABLE	2,236	1,493	3,729
9555	CA NON-RESIDENT W/H PAYABLE	582	-444	138
9571	ACCRUED VACATION	741,457	0	741,457
Total Liabilities		<u>20,222,628</u>	<u>-18,202,071</u>	<u>2,020,557</u>

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9711	NON-DESIGNATED FUND BALANCE	20,008,853	-310,591	19,698,262
9712	YEAR END APPROPRIATIONS	0	0	0
9713	ACCOUNTS RECEIVABLE ADJUSTMTS	0	-44	-44
9714	ACCOUNTS PAYABLE ADJUSTMENTS	-310,591	310,183	-408
		<u>19,698,262</u>	<u>-453</u>	<u>19,697,809</u>
	Fund Balance as of September 30, 2010			19,697,809
	Plus Total Revenues			27,652,970
	Less Total Expenditures			33,562,547
9910	Plus Suspense Clearing			-29,493
9918	Less Suspense A Payroll			0
9919	Less Suspense B Payroll			0
	Fund Balance as of September 30, 2010			<u>13,758,740</u>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8120	HIGHER EDUCATION ACT	1,332,076	29,033
8130	WORKFORCE INVESTMENT ACT	5,208,700	4,247
8140	TANF-TRANSITIONL ASSIST TO NEEDY FAMILIES	114,519	0
8170	VOC&APPLIED TECH EDUCATION ACT	2,056,563	0
8199	OTHER FEDERAL REVENUE	171,150	1,236
Sub Total	8100 FEDERAL REVENUE	8,883,008	34,517
8612	STATE GENERAL APPORTIONMENT	65,350,000	43,255
8619	OTHER GENERAL APPORTIONMENTS	566,000	0
8622	EXTENDED OPPORTUNITY PROG &SVS	1,750,285	0
8623	DISABLED STUDENTS PROGRAMS&SVS	1,672,918	0
8624	CALWORKS	355,793	0
8625	TELE TECH INFRASTRUCTURE PROG TTIP	35,821	35,821
8629	OTHER CATEGORICAL APPORTIONMT	6,183,538	2,311,216
8653	INSTRUCTIONAL IMPROVEMENT GRT	256	256
8654	MIDDLE COLLEGE	0	0
8659	OTHER CATEGORICAL PROGRAMS	539,799	10,152
8672	HOMEOWNERS PROPERTY TAX RELIEF	700,000	0
8681	STATE LOTTERY PROCEEDS	5,028,622	378,622
8682	STATE MANDATED COSTS	0	0
Sub Total	8600 STATE REVENUE	82,183,032	2,779,322
8811	DISTRICT TAXES - SECURED ROLL	78,900,000	0
8812	DISTRICT TAXES-SUPPLEMNTL ROLL	1,500,000	438,688
8813	DISTRICT TAXES-UNSECURED ROLL	1,500,000	2,221,570
8816	DISTRICT TAXES-PRIOR YEAR	5,000,000	2,568,094
8817	EDU REVENUE AUGUMENTATION FUND	0	0
8818	REDEVELOPMENT PROPERTY TAXES	400,000	210,333
8831	CONTRACT INSTRUCTION	50,000	4,047,834
8840	SALES	100,000	7,717
8850	RENTALS	2,172,000	312,929
8861	INTEREST & INVESTMENT INCOME	400,000	284,857

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8871	CHILD DEVELOPMENT SERVICES	480,500	102,987
8874	ENROLLMENT FEES	12,800,000	6,884,776
8876	HEALTH FEES	1,819,711	1,496,690
8877	INSTRUCT MATERIAL FEES	755,606	346,734
8879	STUDENT RECORDS	230,000	33,257
8880	NON RESIDENT TUITION	7,525,000	4,251,004
8881	PARKING FEES	1,993,437	454,486
8889	OTHER STUDENT FEES	119,721	440,483
8892	TELECOURSE REVENUE	955,000	0
8893	PARKING FINES	593,684	133,748
8899	OTHER LOCAL INCOME	1,504,418	466,104
Sub Total	8800 LOCAL REVENUE	118,799,077	24,702,292
8912	SURPLUS PROPERTY SALES	500,000	136,840
8914	GAIN ON SALE OF ASSESTS	0	0
8981	INTERFUND TRANSFERS	0	0
Sub Total	8900 OTHER FINANCING SOURCES	500,000	136,840
	TOTAL REVENUE	210,365,117	27,652,970

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
1100	INSTRUCTORS REG CONTRACT	35,077,522	6,771,885
1200	NON-INSTRUCTNL REG CONTRACT	14,050,351	3,227,336
1300	INSTRUCTORS HOURLY	22,346,582	2,818,799
1400	NON-INSTRUCTNL HOURLY	2,473,861	447,188
Sub Total	1000 CERTIFICATED SALARIES	73,948,316	13,265,207
2100	NON-INSTR CLASSIF REG CONTRACT	43,338,987	6,969,081
2200	INSTR CLASSIF REG CONTRACT	3,787,241	501,679
2300	NON-INSTRUCTIONAL, HOURLY	3,882,985	494,773
2400	INSTRUCTIONAL HOURLY	867,995	82,686
Sub Total	2000 CLASSIFIED SALARIES	51,877,208	8,048,219
3000	EMPLOYEE BENEFITS	2,354,020	-67,933
3100	STRS-STATE TEACHERS RETIREMENT	3,721,291	531,167
3200	PERS-PUBLIC EMPLOYEES RETIREMENT	5,403,757	874,917
3300	OASDI-OLD AGE/SURVIVORS/DISABILTY INS	4,433,121	782,500
3400	HEALTH & WELFARE BENEFITS	19,420,472	1,751,608
3500	STATE UNEMPLOYMENT INS	693,558	-15,503
3600	WORKERS COMPENSATION INS	1,637,208	385,068
3700	LOCAL RETIREMENT SYSTEM	11,139,700	1,113,970
3900	OTHER BENEFITS	0	0
Sub Total	3000 STAFF BENEFITS	48,803,127	5,355,794

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
4200	OTHER BOOKS	20,633	392
4300	INSTRUCTINL SUPPLIES	4,243,939	503,120
4400	MEDIA SUPPLIES	49,522	1,969
4600	FUEL, OIL & REPAIR PARTS	390,729	77,291
4900	OTHER SUPPLIES	0	0
Sub Total	4000 BOOKS, SUPPLIES & MATERIALS	4,704,823	582,772
5000	INDIRECT EXPENSE CHARGEBACK	249,242	11,168
5100	PERSONAL AND CONSULTANT SERVICES	889,406	52,914
5200	TRAVEL AND CONFERENCES	658,760	75,139
5300	DUES AND MEMBERSHIP	308,488	105,530
5400	INSURANCE	1,495,877	1,349,748
5500	UTILITIES	5,256,990	939,925
5600	RENT, LEASES AND REPAIRS	6,871,614	1,917,798
5700	LEGAL, ELECTION AND AUDIT EXPENSES	2,401,427	343,138
5800	OTHER OPERATING EXPENSES AND SERVICES	5,242,259	784,769
5900	OTHER	2,902,180	0
Sub Total	5000 CONTRACT SERVICES, OPERATING EXPENSES	26,276,242	5,580,129
6100	SITE IMPROVEMENTS	11,000	0
6200	BUILDING IMPROVEMENTS	33,912	7,825
6300	BOOKS (NEW)	98,055	34,214
6400	EQUIPMENT AND LEASE PURCHASE	2,582,782	429,974
Sub Total	6000 CAPITAL OUTLAY	2,725,749	472,012
7300	INTERFUND TRANSFER OUT	2,935,032	67,000
7500	STUDENT FINANCIAL AID	149,859	17,465
7600	OTHER PAYMENTS TO OR FOR STUDENTS	865,787	173,948
7900	RESERVE FOR CONTINGENCIES (BUDGET ONLY)	17,777,236	0
Sub Total	7000 OTHER OUTGO & RESERVES	21,727,914	258,413
	TOTAL EXPENDITURES	230,063,379	33,562,547





**SPECIFIC PROTOCOL
SOCIAL WORK
Student Field Placement Agreement
Exhibit A**

The California State University Long Beach (University) Graduate/Undergraduate Social Work Major is approved by the California State University (CSU) Trustees and accredited by the Council on Social Work Education.

Both parties (University and Facility as identified on the signature page of this Agreement) agree to the mutual benefit hereto that students of the University's Department of Social Work use the Facility for fieldwork experience.

At all times during operation of this contract the intern will be in a student-educational institutional relationship and not considered to be an employee or agent of either University or Facility.

I. FACILITY SHALL:

- A. Permit each student designated by the University pursuant to Paragraph "II. A" below to receive clinical social work fieldwork experience at the Facility and shall permit such students and University social work instructors free access to appropriate social work facilities for such clinical social work fieldwork experience.
- B. Furnish appropriate facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between the University's students and students from other educational institutions, if any.
- C. Maintain the facilities and provide opportunities in such a manner that the minimum essentials (adequate supervision, safe environment and access to facility and supplies) for an approved fieldwork experience shall be met at all times.
- D. Assure that staff is adequate in number and quality to ensure safe and continuous health care to individuals. Facility shall maintain sole responsibility and accountability for patient care.
- E. Permit the Facility's social work director and other designated personnel to attend University social work faculty meetings, or any committee thereof, to coordinate the fieldwork experience program provided for under this Agreement.
- F. Have the right, after consultation with University, to refuse to accept for further fieldwork experience any University student who in the Facility's judgment is not participating satisfactorily in said program.
- G. Notify University social work instructors of any change in the Facility's social work director/management appointments.
- H. Provide emergency first aid or treatment as required in connection with any injury or illness incurred by a student during performance of his/her clinical training. Facility will direct student to the appropriate healthcare facility for follow-up care. All costs associated with said emergency health care is the sole responsibility of the student.



II. UNIVERSITY SHALL:

- A. Designate enrolled University social work students for social work experience at the Facility, in such numbers as are mutually agreed to by both parties.
- B. Work with Facility to establish a rotation plan for the various types of social work experience.
- C. Keep all attendance and academic records of students participating in said program.
- D. Be responsible for student professional activities and conduct while in the Facility.
- E. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of University and Facility.
- F. Require University's social work instructors to notify Facility's director in advance of:
 - 1. Student social work schedules.
 - 2. Placement of students in fieldwork assignments.
 - 3. Changes in fieldwork assignments.
- G. In consultation and coordination with the Facility's social work director and social work staff, plan for the fieldwork experience to be provided to students under this Agreement.
- H. In consultation and coordination with the Facility's social work director arrange for periodic conferences between appropriate representatives of University and Facility to evaluate the fieldwork experience program provided under this Agreement.
- I. Provide for orientation of students and faculty assigned to Facility.



Augusoft

Enlighten your spirit.

AUGUSOFT CONTRACT ORDER FORM

Date: October 5, 2010

Customer Name: Coast Community College District
(Orange Coast College)
Primary Contact: Corine Doughty
Billing Address: 2701 Fairview Rd
City, State, Zip: Costa Mesa, CA 92628

Phone: (714) 432-5628
Email: cdoughty@occ.cccd.edu
Fax: (714) 432-5609

Products and Services – Pricing effective until: 12/31/2010

Description	One-Time/Annual Cost	Total Cost
Lumens Professional (PRO) License Fee	One-Time	\$ 30,000
Discount: Lumens PRO License Fee	One-Time	-\$5,000
Lumens Professional (PRO) Subscription Fee	Annual Cost	\$ 10,000
IM Extract (Customization) Set-up Fee	One-Time	\$ 5,000
IM Extract (Customization) Maintenance Fee	Annual Cost	\$ 2,500
TOTAL DUE ON SIGNING		\$ 42,500
TOTAL DUE IN SUBSEQUENT YEARS		\$ 12,500

(For the purposes of this Order Form, "You" and "Your" refer to Customer, and "We", "Us" and "Our" refer to Augusoft, Inc.)

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after order execution.

Terms and Conditions

Your purchase of licensing rights to software and/or services contained in this Order Form is subject to Our Standard Terms which can be found at www.Augusoft.net/agreement.

This Order Form and any documents it incorporates (including the Standard Terms and documents it references) form the entire agreement between You and Us about your purchase ("Agreement").

Purchase Order

You acknowledge that this Agreement is non-cancellable and will submit a purchase order for the full amount of this

Order Form. Your order will not be scheduled for implementation until You have submitted a purchase order referencing and conforming to this Order Form. You acknowledge that any terms and conditions in Your purchase order or any other documents You provide are superseded by the terms and conditions of this Agreement.

Acceptance

We have presented this Order Form to You as an offer to contract under the terms and conditions of this Agreement, including the Standard Terms. This Order Form will constitute an offer to contract on those terms and conditions; this offer will expire 90 days after the Date noted above unless We earlier withdraw or extend the offer in writing. Please have Your authorized representative sign in the space below to accept this offer and confirm the Agreement between You and Us.

Customer Signature: _____

Name (Printed or Typed): _____

Title: _____

Date: _____



8441 Wayzata Blvd., Suite 200 • Minneapolis, MN 55428-1380
sales@augusoft.net • augusoft.net • (763) 331-8300 • Fax: (763) 331-8349



Enlighten your spirit.

8441 Wayzata Blvd., Suite 200
Minneapolis, Minnesota 55426-1360

info@augusoft.net · augusoft.net
(763) 331-8300 · Fax (763) 331-8349

Addendum to the Augusoft Standard Terms and Conditions

This Addendum is entered into between the Coast Community College District (Orange Coast College) ("Customer/Licensee") and Augusoft, Inc. ("AI/Provider") to amend the Augusoft Standard Terms and Conditions at www.Augusoft.net/agreement (the "Agreement") between the same parties. Both parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions are in conflict with the terms and conditions of the Agreement, the following terms and conditions will prevail.

The terms and conditions of the contractual relationship between the parties are governed by the Agreement, this Addendum and any other written amendments that are agreed to and signed by both parties. This Addendum is a valid amendment to the Agreement as provided in Section D. 2. Amendments. Any further additions or changes to the Agreement must be in writing and must be agreed to by each party by having the proper authorized designees sign each such amendment, exhibit, and/or addendum.

The parties hereby agree to the following edits:

1. Section B Paragraph 3 Part b "Ownership of the Software" is amended to insert "To the extent You have the ability to exercise control over unauthorized third parties" at the beginning of the last sentence of this paragraph.
2. Section B Paragraph 9 "Limitation of Liability" is amended to insert "Except if damages are due to our negligence or other wrongdoing" before the first and last sentence of the paragraph.
3. Section C Paragraph 3 "Term" is amended to remove the automatic renewal reference, making this a fixed term agreement for a period of one year beginning on the effective date of the contract.
4. Section D Paragraph 3 "Applicable Law" is amended by replacing the last sentence in the paragraph with "In any other case, this Agreement will be governed by the laws of the State of California without regard to its conflicts of law rules, and all rights and remedies of the parties shall be determined under the laws of the State of California, with the Superior Court, State of California, County of Orange, having jurisdiction over this agreement."

CUSTOMER REPRESENTATIVE/TITLE (PRINTED)

PROVIDER REPRESENTATIVE/TITLE (PRINTED)

CUSTOMER REPRESENTATIVE (SIGNATURE) DATE

PROVIDER REPRESENTATIVE (SIGNATURE) DATE

Augusoft

Enlighten your spirit.

AUGUSOFT STANDARD TERMS AND CONDITIONS

A. INTRODUCTION

This document (referred to as "Standard Terms") contains various terms and conditions that will apply to any sales by Augusoft, Inc., (referred to as "Us", "We" and "Our") of license rights to software products. The Standard Terms will also apply to the sale of any hardware, custom programming services, training, or any other goods or services described on the Augusoft Order Form (the "Order Form") that We have presented to the Customer (referred to as "You" or "Your"). These Standard Terms will be effective when You sign the Order Form.

There may be several documents that together form Our agreement with You (the "Agreement"). ~~The Agreement generally consists of the Order Form, these Standard Terms, and any documents that are specifically referenced in or attached to Order Form or these Standard Terms.~~ Please note that the Order Form and the Standard Terms will supersede and replace any conflicting provisions in Your purchase order or other purchasing documents.

We have developed and own an internet/web based software program known as Lifelong Learning Management System Software (more commonly called "Lumens[®]", sometimes referred to in this document simply as the "software" or the "software products and/or services" or the "Lumens software"). We develop and maintain Lumens, which is offered in several different versions. The version that You have chosen is listed on the Order Form. If at any time You wish to change to another version of Lumens, You will need to sign a Product Change Order Form.

Lumens[®] is a registered trademark of August, Inc., a Minnesota corporation located at the address on your Order Form.

B. LICENSE AGREEMENT

1. Software

We created Lumens with customizable features, so there are several different versions of Lumens available. This Agreement grants You limited rights to use the Lumens product You have chosen, for so long as You have a valid Subscription for such use and are not in violation of this Agreement.

2. Grant of License

Subject to the terms of this Agreement, We grant You a limited, non-exclusive, non-transferable, non-assignable license to use Lumens and such associated documentation and technical materials as may be available on the date the Order Form is signed. This license also extends to any upgrades that We may choose to release for Lumens software. Any upgrades or other modifications to Lumens will be made at Our sole discretion; if upgrades or changes are made, they will be communicated to You and You may have the opportunity to use them.



Your license to use Lumens will be automatically revoked if this Agreement is terminated. As described in these Standard Terms, the Agreement can be terminated by You, or by Us if you violate our Agreement. A termination of the Agreement will terminate Your license to use the Lumens Software, but the following provisions will survive any termination or expiration of the Agreement: B3, B5 through B9, D5 and Section E.

3. Ownership of the Software

(a) At all times and for all purposes, We will be the sole and exclusive owner of the Lumens software. Nothing in this Agreement or any other document You receive will result in any transfer of any ownership in Lumens to

You. Because We are the exclusive owner of Lumens, we also retain the right to make any changes. Nothing in this Agreement or any other document You receive will grant You the right to make any changes to Lumens. No modifications, additions or deletions may be made to the Lumens software by You. In the event You violate this provision and unlawfully create any derivative work from Lumens, You agree that title to such derivative work remains with Us. In the event that You or anyone working for You creates a derivative work based on Lumens, You must immediately advise us of this fact and take immediate steps to turn over to Us all documentation, code, and all copies of the derivative work in any form.

(b) There are fields in Lumens that are customizable. This fact does not grant You any ownership in Lumens. In the event that We undertake any customizations for you (which would be the subject of a separate agreement), those customizations will always be Our exclusive property. Under no circumstances will customizations and any related documentation be construed as a work made for hire, and no ownership rights shall be transferred to or created in You. You will not own resale or marketing rights to Lumens. You also have the obligation to ensure that unauthorized third parties do not violate Our ownership rights as described elsewhere in these Standard Terms.

(c) In the event any part of the Lumens software were ever determined to be a work made for hire, You hereby agree to convey all claims of ownership and authorship that arise from such a determination to Us.

(d) We warrant that:

(i) We have legal title and rights of ownership in Lumens and have full power and authority to grant You a license to use it; and

(ii) to the best of Our knowledge, the use of Lumens will in no way constitute an infringement or other violation of any patent, copyright, trade secret, trademark, or other proprietary right of any third party.

4. Payments

In consideration of the license and additional accommodations granted herein, You agree to pay Us the sum indicated on the Order Form. Unless stated in writing on the Order Form, any amounts paid to Us are non-cancellable and non-refundable.

5. Assignment or Transfer of Rights

~~You may not transfer or sub-license Your Lumens license.~~ As noted below, You may not resell Your license nor provide access to the Lumens software to parties that are not specifically authorized to use it by Us as set forth in the Agreement.

6. Scope of License

This license does not permit:



(a) Modification, translation, reverse engineering de-compilation, or disassembly of Lumens or creation of derivative works from Lumens by You. The use of web "frames" in which images produced by Lumens are framed within a border, with attached audio, or with other video alterations by You shall constitute creation of derivative work,

(b) Removal of any proprietary notices, labels, or marks on the software or in accompanying documentation of the software by You, and

(c) Grants of access to the software by You except insofar as access is granted to individuals or other entities as necessary in the field of use, which for this Agreement is defined as the business of managing a life long learning system; all individuals or entities granted such access must consist of a single educational institution. Permitting third parties to view or otherwise access Lumens (or the documentation related to Lumens) is a violation of our Agreement and may lead, at Our option, to immediate termination of Your license to use the software.

This license grants You rights to use Lumens for Your internal program use ONLY.

~~As between the two of us, You own your data. You are therefore exclusively responsible for all actions taken or data stored by You or Your authorized users. Your data is considered confidential. However, because We may need to look at it or otherwise be able to access it to perform Our obligations to You, You hereby grant Us a license to use, modify and distribute Your data to the extent we need to under the Agreement.~~

You are responsible for ensuring that Your authorized users follow applicable state and local law, including any privacy laws that might apply. You will have the sole responsibility for the accuracy, quality, reliability, integrity and appropriateness of any data You choose to store or access using the Lumens software. Should You find out that data is stored in violation of our Agreement or applicable law, You will take immediate steps to remedy the problem. Likewise, if You discover that unauthorized parties have accessed the Lumens software, You will take immediate steps to block such access, and will notify Us of the unauthorized access and any consequences that occur.

7. Confidentiality

(a) ~~As we work together we will each be learning about each other. In many cases the information that We share should be treated as confidential. In the event that You disclose to Us or Our agents and representatives information marked "confidential" concerning Your operations, We will treat such information as Your confidential property. We won't disclose it to anyone except people working for Us who need to know it in order to develop Lumens or to meet our contract obligations to You.~~

(b) Likewise, You acknowledge that Lumens (including the source and object codes, logic, and structure) is Our valuable property and a trade secret. You agree to secure and protect the Lumens software from unauthorized access or use. This protection includes but is not limited to ensuring that the Lumens software is not demonstrated, displayed, or otherwise accessed by third parties, and/or Your employees and agents who are not directly authorized by Us in writing (or by the Agreement) to access Lumens.

(c) If a valid court order is issued directing Us or You to disclose confidential information, to the extent permitted by law the party being compelled to make disclosure will notify the other promptly.

8. Warranty

(a) ~~We warrant that the Lumens software licensed to You, if properly used, will materially conform to the specifications outlined in the current user guide document for period of three (3) months from the date that We make Lumens available for Your use (the "Warranty Period"). You must promptly notify Us in writing if it doesn't. We will correct any verifiable non-conformance of which We have been properly notified within the Warranty Period, through the means We determine to be most appropriate, whether by telephone instructions,~~



the issuance of updating documentation, corrective code, or other methods. If no claims are timely made within the Warranty Period, We will properly assume that You have successfully implemented Lumens and that You have waived all performance claims. Naturally, this warranty only applies if You are performing under the Agreement and using the Lumens software as authorized.

(b) Except for the warranty provision above, We shall have no warranty obligations or liability under this Agreement with respect to problems which may arise due to Internet service limitations or interruptions of service that are outside Our control. While We will use commercially reasonable efforts to make Lumens available to You via the Internet 24 hours a day, 7 days a week, things happen that We can't control that could affect your access. Examples of this include power failures, communication failures due to bandwidth congestion or other interruptions, failures or interruptions caused by viruses, unauthorized access or damage caused by hackers, equipment failure or nonperformance at Your place of business, acts of God, etc. In some cases We need to plan downtime to maintain or upgrade Lumens, in which case We will give You notice in advance.

(c) The warranty at section (a) above is exclusive and in lieu of all other liabilities, obligations, conditions and/or warranties, expressed or implied. WE DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY IMPLIED AND/OR STATUTORY WARRANTIES ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. You hereby waive all other rights, obligations, and/or warranties and assume all risks and liabilities in respect thereof. ~~We make no warranty that the operation of Lumens will be error free or without interruption. We do not warrant that Lumens will operate with any hardware or software.~~

9. Limitation of Liability.

IN NO EVENT SHALL WE BE LIABLE FOR ANY LOSS OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL, OR OTHER SPECIAL, INCIDENTAL, DIRECT, AND CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM OUR PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF OUR AGREEMENT, OR RESULTING FROM THE FURNISHING, PERFORMANCE, OR USE OR LOSS OF ANY SOFTWARE OR OTHER MATERIALS DELIVERED TO YOU BY US, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MAXIMUM AGGREGATE AMOUNT OF MONEY DAMAGES FOR WHICH WE MAY BE LIABLE TO YOU UNDER THIS AGREEMENT, RESULTING FROM ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNTS YOU PAID US UNDER THIS AGREEMENT.

C. SUBSCRIPTION AGREEMENT

1. Promise to Maintain Lumens.

(a) As stated above, We will maintain the Lumens software package You have purchased on a server connected to the Internet. ~~As long as You have a valid fully paid subscription with Us (and aren't otherwise in default under the Agreement) We will also:~~

- (i) install any software fixes at Our discretion;
- (ii) provide and maintain a server; and
- (iii) provide weekly backup copies of the software or data as is customary for Your version of Lumens.

(b) If You have any customizations or add-on packages, a subscription does not entitle You to upgrades of the customization or add-on packages.

~~(c) Your subscription shall only extend to the Lumens software that remains on Our server.~~



(d) In the event that some portion of the Lumens software is to be distributed or downloaded by You or by authorized parties affiliated with You (i.e. clients or students), installation of a software fix for such part of Lumens that is distributed or downloaded shall consist of the following:

- (i) provision of a "link" to files containing the software fix in download-able format; and
- (ii) placement of the "link" in a place and manner that makes it readily accessible to You or Your authorized parties on a website to which We direct You.

e) ~~Nothing in this section of these Standard Terms may be construed as any sort of warranty regarding any software fix installed or provided to You.~~

2. Payment

When You sign the Order Form You promise to pay both the license fee and the initial annual subscription fee that are noted. Unless the Order Form states otherwise, these fees are due within 15 days from order execution date. The subscription fee for subsequent years will be due exactly one (1) year after Your initial subscription fee was due. If You do not make payment when it is due, You agree to pay interest on the outstanding balance at a rate of 1.5% per month, unless such rate exceeds the maximum allowed by law in which case the maximum rate will apply. In addition, You agree to pay Us on demand all costs and expenses We incur (including attorney's fees and internal employee's wages) in connection with the collection of any past due balances. Finally, if You fail to pay any amounts owing to Us We may terminate Your license to use the Lumens software. If We terminate Your license for non-payment, We are not responsible for any direct or indirect damages or claims of any sort that may occur.

3. Term

This Agreement shall initially extend for only 1 year unless a different period is stated on the Order Form. ~~After this first year our Agreement will automatically renew each year and You will be invoiced unless You or We give written notice to the other party that the Agreement will not be renewed.~~ Written notice must be provided more than 30 days prior to the renewal date of the Agreement. Failure to renew will result in the loss of Your license and other rights under this Agreement.

4. Training

We will provide to You, either as part of the original license fee or for purchase, reasonable training customarily required to implement Lumens. We will bill training requested after implementation to You on a time and materials basis, and You agree to make payment for the same.

5. Termination/Access Restriction

We reserve the right, in Our sole discretion, to terminate Your access to any or all of Our products, websites, and related services or any portion thereof at any time, without notice, if the subscription fee and/or license fee is not timely paid. We will provide ten (10) day notice and opportunity to cure payment defaults. Any other violation of this agreement by You may result in the immediate termination of access to the Lumens software, in addition to such other remedies as may be available to Us by virtue of law or the Agreement. In no event shall We be liable for terminating Your access to and use of Lumens, including the loss of data and records caused by this termination. Termination will not relieve You of the obligation to pay any fees or costs owing to Us at the time of termination, or as a result of the termination.

D. MISCELLANEOUS TERMS

1. Transfer by Operation of Law



In the event that the license to Lumens created under this Agreement would transfer by operation of law from You to a third party, including a bankruptcy trustee, the license granted to You will automatically and immediately terminate without any notice from Us.

2. Amendments

This Agreement may not be modified or altered except in writing signed by both parties.

3. Applicable Law

If You are a publicly funded, non-profit educational institution, then our Agreement will be governed by the laws of the state where You are located. In any other case, this Agreement will be governed by the laws of the State of Minnesota without regard to its conflicts of law rules, and all rights and remedies of the parties shall be determined under the laws of the State of Minnesota.

4. Notices

Any notices given under the Agreement must be in writing and will be considered to have been given when:

- (a) delivered in person,
- (b) transmitted by facsimile (with written confirmation of successful transmission), or
- (c) after five (5) days from the date they are deposited in the United States mail, postage prepaid, registered or certified mail, addressed as follows:

If to Us: Augusoft, Inc.
Attn: Cem Erdem, President and CEO
8441 Wayzata Blvd., Suite 200
Minneapolis, MN 55428-1360
info@augusoft.net
(763) 331-8300 · Fax (763) 331-8349

If to You: At Your address on Order Form.

5. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, it will be considered to have been stricken from the Agreement without affecting any other provision or term.

6. Breach

No consent by either party to, or waiver of, a breach of this Agreement by the other party, whether express or implied, shall constitute a consent to, waiver of, or excuse for any other different, continuing or subsequent breach.

7. Materials You Provide to Us

You may comment on Your use of Lumens, and We welcome those comments. Any comments, feedback, notes, messages, ideas, suggestions or other communication (collectively "Comments") that You send to Us shall be and remain Our exclusive property. Your submission of Comments shall constitute an assignment to Us of all copyrights therein, and You grant Us permission to use, reproduce, disclose, publish and distribute any



Comments without compensation to You. In addition, we will have a royalty-free, worldwide, transferable, perpetual, and irrevocable license to use or incorporate into the Lumens software any suggestions that You might make, or any enhancements or modifications We might make at Your request.

8. Intellectual Property Rights

The content of Our website and various marketing materials are also Our exclusive property, as are Our logo and related intellectual property. All of these items, and anything else We create, are protected by trademark and copyright laws.

9. Website Links

Our websites and products may contain integrated content or links to other websites ("Linked Sites") including but not limited to ed2go/Gatlin (Cengage Learning, Inc.). The Linked Sites are not under Our control and We are not responsible for the contents of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. We are not responsible for web casting or any other form of transmission received from any Linked Site. We provide these links to You only as a convenience, and the inclusion of any link does not imply Our endorsement of the site or any association with its operators.

10. Mutual Indemnification

Under certain circumstances We will indemnify You from claims brought by third parties. Likewise, there are circumstances under which You must indemnify Us from third party claims.

~~(a) Our Indemnification of You We will defend, indemnify and hold You harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against You by a third party, as follows:~~

- ~~(i) For personal injury or property damage directly caused by Our willful misconduct or negligence while on Your premises;~~
- ~~(ii) For infringement claims brought by third parties claiming that your use of the Lumens software violates their intellectual property rights.~~

~~(b) Your Indemnification of Us You will defend, indemnify and hold Us harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Us by a third party alleging that Your data, Your use of Lumens in violation of this Agreement, or any material provided by You either infringes the intellectual property rights of a third party, or has otherwise harmed a third party.~~

~~(c) Conditions These indemnities will be conditioned on the party seeking indemnity promptly providing the other with a written notice of the Claim, giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.~~

~~(d) Exclusive Remedies The indemnities in this section will be the exclusive remedies for infringements in connection with this Agreement.~~

11. Entire Agreement

This Agreement is the entire agreement between the parties concerning Lumens and supersedes all prior agreements, whether written or oral, between us.



8441 Wyzala Blvd., Suite 200 • Minneapolis, MN 55428-1360
848
831-331-7637 • Fax: (763) 331-8300 • augsof@augsof.net • (763) 331-8300

Augustof
Lumens
Learning Management System



RESOLUTION # 10-27

**A Resolution of the Board of Trustees of the
Coast Community College District
To Enter Into An Agreement with the California Department of
Education, Child Development Division for the Harry & Grace Steele
Children's Center Infant Toddler Resource Grant (CCAP-0064)**

WHEREAS, the Board of Trustees of the Coast Community College District has read the proposed agreement entitled Certification of Application for Fiscal Year 2010-2011, Child Development Division, Child Development Program and the Coast Community College District (Orange Coast College), and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

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

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on November 17, 2010 this Resolution was adopted by the Board by a vote of _____.

Aye:

No:

Abstain:

Christian Teeter, Ed.D., Board Secretary, Board of Trustees



Contract for Consulting Services

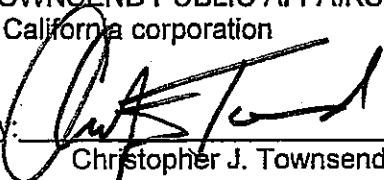
1. **Parties.** This contract ("Contract") is between the Coast Community College District, a California public agency ("District"), and Townsend Public Affairs, Inc., a California corporation ("Townsend"). District and Townsend are referred to herein as "Parties."
2. **Term.** The term of this Contract is from January 1, 2011 through June 30, 2012. The Parties may negotiate for this Contract to be renewed or extended.
3. **Services.** At the direction of the District's Legislative Affairs Committee ("Committee"), in consultation with the Chancellor, Townsend shall continue to develop and implement a strategic government relations agenda for the District to achieve specific public sector funding objectives with the State of California and the federal government, including, but not necessarily limited to, the following services: (a) advocating for program guidelines that will not hinder funding; (b) consulting regarding the development, review, and submittal of a competitive application; (c) advocating with key decision-makers and legislative supporters for full funding for the grant application, once submitted; (d) ensuring expedited and flexible disbursement of funding once secured; and (e) engaging in other related assignments, as directed by the Committee. Townsend shall submit its reports to the Committee, through the District's Board Secretary.
4. **Fees.** The District agrees to pay Townsend a monthly fee of \$6,250. District also shall pay a 4.8% administrative expense fee to cover such standard office expenses as photocopies, facsimiles, postage, shipping, and long-distance telephone expenses. Townsend will submit a monthly invoice to the District reflecting the fee and including any expenses incurred. The District shall pay each billing within thirty days of receipt thereof.
5. **Expenses.** The District shall reimburse Townsend for all reimbursable itemized expenses with third party vendors, including local transportation, meals and entertainment, and travel incurred while transacting business, as defined herein, on behalf of the District. Such expenses shall be billed to the District on a monthly basis,
6. **Laws, Rules, and Regulations.** Townsend shall perform its services in accordance with all applicable local, state, and federal laws and regulations.
7. **No Condition to Payment.** It is the intention of the Parties that the services rendered hereunder, and the payments made hereunder, are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal, or the achievement of any specific result. The Parties agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of services rendered hereunder.
8. **Independent Contractor.** It is the intention of the Parties that the services rendered hereunder shall be so rendered by Townsend as an independent contractor and not as an employee, agent, joint venturer, or partner of the District. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Townsend or any employee or agent of Townsend. The Parties acknowledge that Townsend is not an employee for state or federal tax purposes. Townsend shall retain the right to perform services for others during the term of this Contract.





16. **Execution.** The representatives of the District and Townsend warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed on the dates noted below.

TOWNSEND PUBLIC AFFAIRS, INC.,
a California corporation

By: 
Christopher J. Townsend
President

COAST COMMUNITY COLLEGE DISTRICT
a California public agency

By: _____
Jerry Patterson
President, Board of Trustees

Date: 11-9-10

Date: _____



Consulting Agreement

Between

Coast Community College District
Coastline Community College/Coast Learning Systems



&



CONSULTING AGREEMENT (the Agreement) between **Coast Community College District** (hereinafter referred to as DISTRICT) a California public educational agency located at 1370 Adams Avenue, Costa Mesa, California 92626 and **Fremont College**, located at 18000 Studebaker Road, Suite 900A, Cerritos, CA 90703 (hereinafter referred to as FREMONT). Party shall mean DISTRICT or FREMONT as the context dictates and when used in the plural shall mean DISTRICT and Fremont.

This Agreement is entered into as of November 18, 2010, the "Effective Date."

WHEREAS, the consulting project contemplated by this Agreement is of mutual interest and benefit to the Parties, and will further the mission and instructional goals of FREMONT.

NOW, THEREFORE, the parties hereto agree as follows:

1. **STATEMENT OF WORK.** DISTRICT agrees to use reasonable efforts to deliver the consulting, design, training, and support services described in Attachment A (Stage #1 Proposal for Fremont College).

2. **PERIOD OF PERFORMANCE.** The consulting project shall be conducted during the period November 18, 2010 (the Starting Date) through January 20, 2011 (the Completion Date). The Completion Date will be subject to extension only by mutual written agreement of the parties.
3. **PAYMENT.** Payment(s) shall be made to DISTRICT by FREMONT, in U.S. dollars, net of taxes or impost of any kind, as follows:

Amount	Milestone/Task
\$ 13,402	Upon completion of initial training session(s) for Fremont Faculty
\$ 13,402	Upon presentation of initial course structure/outline for 14 online courses (see Attachment B)
\$ 13,402	Upon delivery and acceptance of 14 online courses (see Attachment B).
<u>\$ 40,206</u>	TOTAL

If any Milestone/Task is not completed, FREMONT will pay a pro-rated amount based on the amount of work completed based on mutual agreement between both parties.

4. **CONFIDENTIAL INFORMATION.** Except as otherwise required by law, each party hereto agrees to keep in strictest confidence all information relating to or acquired from the other in connection with the performance of this Agreement. This obligation of confidence shall survive termination of this Agreement, unless otherwise mutually agreed by the parties.
5. **TERMINATION.** Performance under this Agreement may be terminated by either party for any reason upon delivery and receipt of written notice.
6. **INTELLECTUAL PROPERTY.** The DISTRICT'S efforts associated with this agreement are deemed "work for hire" and any content and materials created during this consulting project will be solely owned by FREMONT and/or its faculty developers. Exceptions will be any content or materials the DISTRICT provides that were created and owned by the DISTRICT prior to the effective date of this agreement (e.g., the DISTRICT'S model course online template).
7. **GOVERNING LAW.** This agreement is to be governed by and interpreted in accordance with the laws of the State of California and the applicable U.S. Federal law. 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 in the appropriate court in Los Angeles County, California.
8. **FORCE MAJEURE.** Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment, or failure of supply of materials,

discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, acts of terrorism, labor disturbance, transportation difficulties, labor shortage, or any cause beyond its reasonable control.

9. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement and its Attachments embody the entire understanding between DISTRICT and FREMONT for the consulting project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated cost and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

The parties hereto have executed this Agreement on the day and year specified below.

Fremont College

By: _____
Sabrina Kay
Chancellor & CEO

Dated:

Coast Community College District (Coastline Community College/Coast Learning Systems)

By: _____
Jerry Patterson,
President, Board of Trustees

Dated:

Attachment A: Stage #1 Proposal for Fremont College From Coast Learning Systems

Goal: To assist Fremont faculty in the design and development of the attached 14 business and liberal studies online courses (see attachment B)

Assumptions:

- We will advise 6 Fremont faculty members as they create 14 online courses.
- Up-to-date course outlines/syllabi have been prepared and approved for all 14 courses.
- Many of these courses are already offered at Fremont in classroom format.
- For now, we will use the eCollege system to develop and deliver the online courses.
- The eCollege system offers a free help desk to assist all of us with questions.
- In the initial training, Dr. Kay will discuss Fremont's learning style model, PAL cycle, hybrid approach, and plans for cloud/repository.
- After the initial training, each instructional designer will spend about 16 hours per course to consult with the instructor-developer and review development in progress.

CLS Needs:

- Four eCollege accounts, one for each designer and one for CLS.
- Electronic copies of each course outline/syllabi for each course.
- Two copies of each textbook for each course.

Recommendations:

- We recommend 3 instructional designers, 2 per instructor.
- Faculty can immediately begin researching the learning media offered by Pearson (if they now use a Pearson textbook) and/or courseware offered by Coast Learning Systems.
- Unless agreements are already in place, Fremont should begin drafting new agreements or MOUs for each instructor to develop these courses on a "work for hire" basis (to define tasks/responsibilities and ensure intellectual property belongs to Fremont).
- Create a website with remote access by designers and faculty for uploading and sharing documents. (Perhaps this could be served by your SharePoint or our Zoho system.)

Looking Ahead:

- Future proposals can address the creation of additional courses as well as Fremont's cloud/repository, competency/pre-assessment tests, learning styles inventory, etc.

Schedule: November 18, 2010 to January 20, 2011

Budget: \$40,206.00

NOTES ON PROCESS

We will begin by elaborating on Fremont's course outline/syllabi documents. We will offer a detailed design template that offers more ideas, suggestions, and examples to guide the faculty as they create their course modules.

We will assemble a team of three instructional designers to support your instructors (face-to-face [F2F] and/or virtually). We will bring these designers up to speed on your organization, its needs, the Professional Action Learning model, your 10-week (5 x 2) delivery mode, the design template, protocols for instructor interface and support, etc.

We will find economies of scale by conducting training and development sessions with multiple instructors simultaneously.

We will develop a production and review schedule that specifies key milestones and associated delivery dates. A review protocol and rubric will be created to ensure required quality. An overall project manager at Coastline will work with the designers and key managers at Fremont to maintain quality, cost guidelines, and schedule requirements.

ESTIMATE FOR ONE COURSE:

After bringing our designers up to speed on your needs, we estimate the following tasks required to create one online course ready for delivery.

1. Design and delivery of initial training (F2F) to teach instructors:
 - Fremont's learning style model
 - Fremont's PAL cycle
 - Fremont's hybrid approach
 - Fremont's cloud/repository
 - CLS online course design template
 - Using the eCollege system to build a course
 - Using/downloading third-party content
2. Design: Designer meets with instructor (F2F, phone, or online), confirms SLOs and learning objectives (terminal and enabling), and helps faculty create initial course structure/outline for course (including outline, specific teaching/learning exercises, assessment techniques, etc.)
3. Development: Designer helps to identify existing learning objects and/or assists in developing additional objects, offers required software training, reviews initial course lesson with feedback. After the instructor completes the course, the designer will spot check lessons and offer more feedback.
4. Delivery: Designer assists faculty with delivery during initial term with implementation questions, problems with eCollege, etc.
5. Evaluation: Designer helps faculty solicit and gather student feedback on the course for ongoing improvement.

FREMONT ONLINE COURSE PROJECT BUDGET

Service	Hours/Units	Total
Instructional designers train on eCollege/Pearson system	8 hours x 3 designers	\$2,160.00
Design initial training	8 hours x 3 designers	2,160.00
Deliver initial training (with Fremont personnel) to all faculty at Fremont Cerritos computer lab	8 hours x 3 designers and CLS representative	2,610.00
Videotape initial training	Videographer and sound engineer for one day	1,000.00
Designer training, consultation, and review for each instructor to help guide the development of initial course outline and each online course	14 courses x approx. 16 hours (\$1500 per course)	21,000.00
10 written help-reference aides	30 mins. per	450.00
Assistance during course delivery & evaluation	14 courses x \$360 per course	5,040.00
Managerial and administrative support		5,786.00
TOTAL		\$40,206.00

Attachment B: Course Listing, Deadlines, Format

Code	Title	Format	Due Date
BU125	SEO and SEM Analytics	3/2 module	December 30, 2010
BU120	Marketing through Social Networking	5/10/5 quarter	January 10, 2011
BU130	Marketing Strategies	5/10/5 quarter	January 10, 2011
BU140	Creativity and Innovation	5/10/5 quarter	January 10, 2011
BU145	Brand Creation and Management	5/10/5 quarter	January 10, 2011
BU150	E-Commerce	5/10/5 quarter	January 10, 2011
BU220	Fundamentals of Accounting	5/10/5 quarter	January 10, 2011
LS100	Personal Strengths and Lifelong Learning	5/10/5 quarter	January 10, 2011
LS120	Civic Responsibility and Ethics	5/10/5 quarter	January 10, 2011
LS125	The Environment and Sustainability	5/10/5 quarter	January 10, 2011
LS210	Mathematical Concepts and Quantitative Reasoning	5/10/5 quarter	January 20, 2011
LS220	Comparative Concepts and Influences	5/10/5 quarter	January 20, 2011
LS250	Speech Communication and Inquiry	5/10/5 quarter	January 20, 2011
LS305	Introduction to Systems Thinking	5/10/5 quarter	January 20, 2011



Bullying, Academic Freedom & Labor Relations

**ACKNOWLEDGING AND
DEALING WITH THE
ROGUE ELEPHANT
IN THE ROOM**

By:
Eduardo Jesús Arismendi-Pardi
Suzanne Crawford
Marilyn Kennedy



BETTY'S STORY

As Curriculum Chair, Betty works with the faculty and various agencies in order to create and maintain her campus's curriculum. She is also charged, along with the committee, with reviewing all faculty curriculum applications. The committee is mandated to follow the deadlines, work hours, and public meeting requirements created and maintained by the school, the contract, the Education Code, and the Brown Act; the deadline for submitting curriculum applications for new courses for the following academic year is March 22nd.

The deadlines have been published online, sent by email, and printed in the faculty handbook. On March 30th, a newly tenured faculty member, Virginia, emails Betty about submitting a curriculum application for the fall semester; Betty informs her that the deadline is passed and that she may submit her application in the fall.

Virginia is angered by this and demands that Betty and the Curriculum Committee change their rules; she repeatedly emails Betty and demands the same thing: that Betty and the committee start meeting during the summer to allow for faculty with last-minute applications—a violation of campus rules and their employment contract.

Betty responds to Virginia's emails, explaining in detail and offering assistance and suggestions for a fall application; she also offers empathy, but Virginia stays angry. Virginia begins a campaign of repetitive emailing with the same complaints and encourages two other faculty friends of hers to do the same; she stops by Betty's office with the same complaints.

After receiving six weeks of these repetitive emails, Betty requests that Virginia curtail the emailing, but she refuses; Betty finally asks Virginia's dean to request that Virginia stop the constant barrage of emails. Virginia, still angry, posts on her public website that she uses for students all the emails between Betty and Virginia, adding mocking commentary to Betty's responses.

Finally, Virginia speaks to Betty after a public meeting and warns Betty that if she does not comply with Virginia's requests that Betty is very "good at getting people to follow her and that she will make life difficult for Betty." At the next Senate meeting, Virginia stands up in the public announcements section and makes false accusations about Betty.

A senior administrator, a go-getter aggressive type of manager believes in the college mission and is dedicated to performing the duties of the job as delineated in the two-year employment contract. The administrator has—based on numerous official complaints by faculty, classified, and other mid-level administrators—a polarizing style that has created a lot of tension and problems with faculty on the campus.

The administrator has targeted certain faculty members who are outspoken in the Senate and committee meetings on campus issues that this administrator does not support. Daniel, after supporting what he felt was an important 10 + 1 issue at a recent meeting and who is also a tenured faculty member, was subjected to repeated unreasonable applications of rules and procedures for months following that meeting.

The senior administrator had confidentially ordered Daniel's dean to be overly strict regarding the rules with him. The same strictness was not applied to other faculty members within the division. (The dean who later related this information to the faculty member resigned from the college to pursue career advancement at another college.)

The same senior administrator has repeatedly, under the assumption of administrative responsibilities, undermined Daniel's appointments to several campus leadership roles and has exerted administrative power over deans who oversee the confidential selection processes, demanding details about these processes in order to nullify Daniel's appointments.

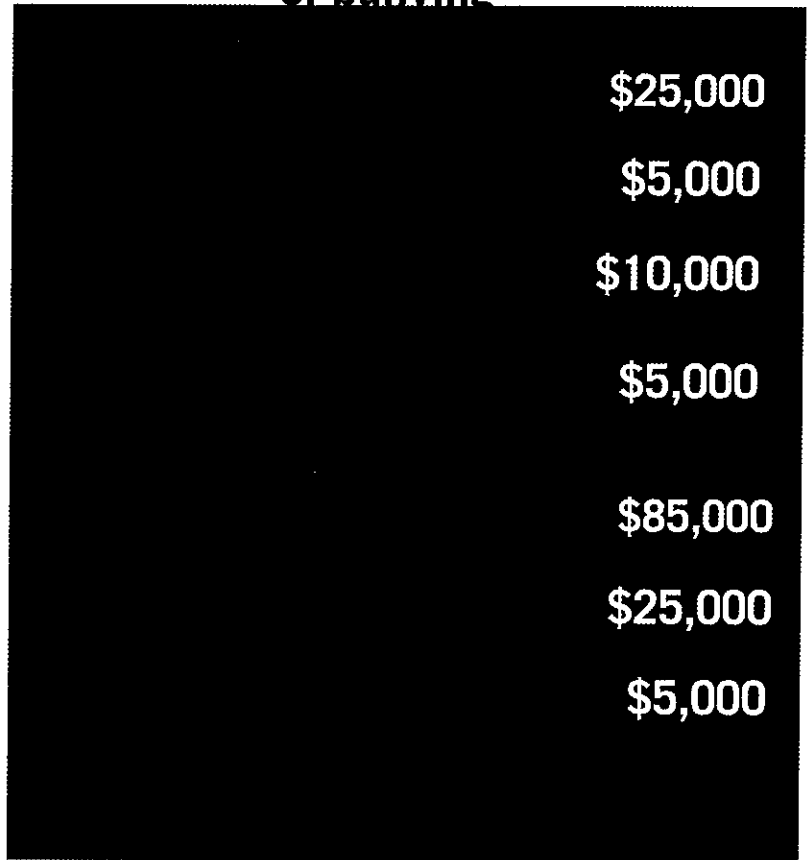




the **COST** of bullying

The Genesis of the Awareness

Throughout most of the United Kingdom, workplace bullying in general and academic bullying in particular have been the subjects of explicit anti-bullying laws designed to deter the perpetrators and protect their victims. Yet in the United States, often those with greater cultural capital, those who may thrive under their institution's particular form of hegemony, respond to any suggestion of regulating such a problem by rolling their eyes or otherwise dismissing it. This is especially true in the academe, where denial may disguise itself under blame-the-victim or protect-academic-freedom red herrings. However, from numerous articles in journals, including *The Chronicle of Higher Education*, to June 2010's Annual Conference on the State of Higher Education by the American Association of University Professors (AAUP), our academe's "rogue elephant in the room" in its varying forms has grown too large to simply ignore: any attempt to sweep it under the rug merely serves to create discordant decorative effect on the forehead of this beast.



American Awareness in the Academe

Any reference to bullying as an endemic problem at American college campuses is likely to cause some denial of its existence by managers, faculty, or labor. Faculty and labor may be uncomfortable in dealing with this issue because of its perceived potential for interference with academic freedom. If the bullying occurs between two faculty members, faculty contracts prohibit one member grieving against another. Managers, on the other hand, may feel that they must carry out the policies created by their district governing boards in any manner necessary while ensuring their personal upward managerial career mobility within the educational structure.

Those who have experienced bullying by either colleagues or managers fear retaliation and marginalization, so the acts against them often go unreported. Bullying in academia is a matter that affects working conditions. Therefore, labor needs to address the issue with management and also include the Academic Senate in the discussions since bullying affects academic and professional matters related to the practice of education. Anti-bullying education in academe needs to be an ongoing campaign.

Bullying is an unacceptable behavior that can exist between (a) individual faculty members, (b) faculty and staff, (c) management and faculty, and (d) faculty and students. Variations on this paradigm are also common. One possible solution to this endemic problem rests on the development and definition of anti-bullying contractual language as well as district governing board policies that educate against and disallow bullying conduct. Such policies should ideally include input from all constituencies: management, labor, the academic senate, staff, and students.



Academic Freedom, Free Speech, and Bullying

The reluctance to discuss bullying in the academe stems from the fear that regulating bullying conduct is contraindicative in relation to the search for the truth under the theoretical construct of academic freedom. Acknowledging and curtailing bullying in the workplace does not interfere with passionate free speech nor undermine academic freedom, as the latter is described in a publication called *Academic Freedom in the 21st-Century College and University: Academic Freedom for all Faculty and Instructional Staff* by the American Federation of Teachers: "At its simplest, academic freedom may be defined as the freedom to conduct research, teach, speak, and publish, subject to the norms and standards of scholarly inquiry, without interference or penalty, wherever the search for the truth and understanding may lead."

This definition suggests that addressing issues related to bullying in the workplace from a labor and faculty perspective does not interfere with academic freedom, which is clarified by Gary Olson in December 2009's, *The Chronicle of Education*, as being, "specifically intended to foster the free exchange of ideas within a community of scholars ... [and] does not protect us from other types of utterances and behavior, such as slander or libel, bullying co-workers, lying on a curriculum vitae, or conducting one's classes in irresponsible ways." Freedom of speech and academic freedom do not give one a license to bully, defame, or humiliate someone. Based on the work of the American mathematician and game theorist who earned the Nobel Prize in economics, John Forbes Nash, human interaction could be viewed in terms of Machiavellian self-interests. Bullies in the workplace may very well fit Nash's postulation.

Defining Bullying

Bullying is behavior that consists of repetitive and offensive intentional conduct targeted at an individual or group of individuals. Bullying creates an intimidating and/or threatening environment which produces a risk of psychological and/or physical harm. Harassment, on the other hand, differs from bullying in that it is an illegal discrimination that is offensive—an unwelcome conduct that occurs because of a person's protected class status and, furthermore, such actions can be imputed to the employer.

Workplace bullying takes different forms, some of which are quite subtle and insidious. Bullying tends to increase as financial budgets decrease and funding for programs become scarce. Some examples of bullying, from the Workplace Bullying Institute, include, but are not limited to: (a) abusive language which is threatening, humiliating, or intimidating; (b) abusive behavior which is threatening, humiliating, or intimidating; (c) irregular use of policies and procedures; (d) unreasonable job demands; and (e) applying the blame game, that is, constantly blaming the targeted person for errors.

Bullying behavior tends to repetitively target individuals and/or groups. Moreover, it is characterized by

hostility or offense and can create an intimidating and/or threatening environment that produces risk of psychological and/or physical harm.

Bullying behavior also includes, but is not limited to, physical, verbal, or written acts or behaviors. Hostile behaviors include, but are not limited to, acts that are tortuous, harmful or damaging to an individual or group of individuals and/or their personal property. Hence, behaviors that are intimidating, threatening, disruptive, humiliating, or vicious may be considered hostile and can ultimately affect working conditions. Offensive behaviors may also include, but are not limited to, abusive language. Other offensive behaviors include the use of condescending, humiliating, and vulgar language as well as obscene gestures, mocking, and unsuitable language.

Finally, bullying shares similarities with harassment and assault in that both can result from either a single egregious incident or a series of small incidents that cumulatively are recognized as harassment. In the latter case, each incident tends to be trivial, and on its own and out of context, does not constitute an offense or grounds for disciplinary action or a grievance. It is the aggregate of these cumulative acts that constitute bullying.



Why is Bullying so Pervasive?

Based on social brain hypothesis, the size of the human brain and inherited cognitive abilities have evolved as a result of social competition, and this has led to increased Machiavellian strategies to achieve higher levels of success that are socially acknowledged and often condoned. This Machiavellian intelligence is common among individuals characterized as being ambitious or go-getters. Social climbers can become bullies if the institution does not clearly articulate that bullying is not tolerated. Machiavellians are not psychopaths. However, bullies engage in this unacceptable behavior because they are allowed to do so and because no policies are in place to deal with this social dilemma. Most bullies tend to be insecure, possess little empathy, and lack appropriate social skills. They often feel empowered and find satisfaction in diminishing others, especially those who are competent and represent a threat.

Targets of bullies, according to the Workplace Bullying Institute, are often independent, highly accomplished, ethical, altruistic, non-confrontational individuals and tend to excel. The April 2006 *Chronicle of Education* has the following observation: "To calculate the odds of your being mobbed ...count the ways you show your workmate up: fame, publications, teaching scores, connections, eloquence, wit, writing skills, athletic ability, computer skills, salary, family money, age, class, pedigree, looks... Any one of these will do." Contrarily, many bullies are fully functional individuals who may have some personality disorders that promote bullying behavior such as narcissism and passive aggressive behavior. Some cultural aspects can increase vulnerability to bullying.

For example, according to an article entitled "Working with Jerks" by "Female Science Professor" from July 25, 2010, found at the Chronicle of Higher Education's website, academic "jerks" include those with greater tenure taking advantage of those who have yet to acquire it: "Some tenured faculty members take advantage of the untenured in various ways involving research, teaching, or service." In other words, the untenured person does 90% or more of the work and the tenured gets 90% or more of the credit. Furthermore, if full-time professors are victimized and abused by such practice, what of part-time instructors?

TYPES OF BULLYING

Cyber Bullying: Tormenting emails, blogs, or tweets that cause humiliation and social embarrassment.

Physical Bullying: Interference with another person or his/her property.

Verbal Bullying: Speaking to a person or about a person in an abusive manner; using sarcasm, teasing, put-downs, name calling, phone calls, and spreading false rumors or hurtful gossip.

Emotional Bullying: Behaviors that upset, exclude, or embarrass a person in addition to the use of nasty notes and utterances, including those done via technology.

Academic Mobbing: Ganging up by a group against one person to demonize that person, starting with social isolation, then moving to petty harassment and/or written petitions violating due process, and escalating to a trumped up charge aimed at dismissal or disgrace.

Sexual Bullying: Sexual comments, abusive comments, and unwanted physical contact.

Racial Bullying: Rejection or isolation of a person because of ethnicity. Examples include gestures, racial slurs or taunts, name calling, making fun of customs/skin color/accent/food choices.





RECOMMENDED STEPS

(if matters are not resolved at the lowest possible level)

1. Immediate supervisors should not hesitate to intervene on behalf of the victim to help in arriving at a resolution following a set of distinct guidelines that offers remedies and wholly protects victims from retaliation. Repeat bullying or retaliation should be considered grounds for dismissal.

2. Informal meetings should be conducted with alleged offenders and their supervisors.

3. Meetings should be held to resolve the issue with alleged offenders, their union representatives, and an HR representative.

4. Trained and experienced mediation should follow only if resolution is not achieved.

Furthermore, the Workplace Bullying Institute recommends:

- + Fostering Cooperation
- + Awareness of Bullies
- + Punishment of Bullies
- + Education of Supervisors

Establishing policy that includes phrases like
"There is no place in the work environment
for conduct that demeans or belittles another person."
www.workplacebullying.org

If you would like to share your story (discretely),
contact one of the authors.

Eduardo Jesús Arismendi-Pardi:

earismendipardi@occ.cccd.edu , (714) 432-5503

Suzanne Crawford:

scrawford@cerritos.edu, (562) 860-2451, x2543

Marilyn Kennedy:

mkennedy@occ.cccd.edu, (714) 432-5597

Recomendations

According to a 2008 *New York Times* article by Tara Parker-Pope, it appears that workplace bullying can have a greater emotional toll than even sexual harassment. This rogue elephant is unlikely to simply disappear, so as a first step, college constituents may negotiate the development of education and awareness

Simply reporting a bully is not the answer, as research from Dr. Gary Namie shows that "in only a meager 1.6% of incidents (n=7) bullies lost their jobs for any reasons. By contrast, 31.3% of bullied individuals lost their jobs by layoff, termination, or by quitting. An additional 12.3% were off work due to psychological injury. That's 43.5% of targets losing their jobs for no reason of their own making. Doing nothing to the bully (ensuring impunity) was the most common employer tactic (54%), whereas retaliation was the most common consequence for bullied targets (37% experienced escalated bullying, ostracism from group, suspension, demotion or being transferred.)

Yet to ignore bullying is probably the worst thing victims and other colleagues can do, for as victims of academic bullying can attest, the silence of their peers has not been golden. Rather, silence is a form of collusion with the bully that strengthens the bully's power. The more public and ugly the bully's bashing of the victim, the more likely colleagues will maintain their silence, hoping to be left alone, a form of compliance not unsurprisingly reminiscent of that described in Pastor Martin Niemoller's famous speech about the failure to speak up until the oppressing force comes for oneself and "no one [will be] left to speak up." Or, as Edmund Burke commented, "All that is necessary for evil to succeed is that good [people] do nothing."

A national movement is active to legally curtail workplace bullying. In fact, in 2003, California became the first state to introduce the Healthy Workplace Bill (HWB). While AB 1582 died in committee, the HWB movement remains alive and active in its efforts to end this form of harassment that is unrestricted by race, gender, sexual orientation, and other factors. In the meantime, suggested policies that address bullying on campus could be implemented if education fails.





BUSINESS OPERATIONS
(Records)

040-7-2

Revised 8/20/86

Revised 9/22/93

Revised 07/15/98

Revised 12/10/03

Revised xx/xx/xx

INSPECTION AND COPYING OF PUBLIC RECORDS

In accordance with the California Public Records Act ("CPRA" -- Government Code sections 6250 et seq.) ~~the following this policy shall governs~~ issues relating to access to and copying of public records ~~under the jurisdiction of~~ the Coast Community College District.

INSPECTION OF PUBLIC RECORDS

- A. A request to inspect or copy public records shall should be in writing, if possible, and requesters should be encouraged to use the District's standard Public Records Request form, although use of this form is not mandatory. The written request should and shall identify with reasonable particularity the records in question.

~~Will be made sufficiently in advance of the date of inspection so as to permit the district or college administration to assemble the records that are exempt from disclosure~~

- ~~B. Public records requests may be delivered by mail, email, facsimile, or in person to the Office of the Board of Trustees, college president, Chancellor or designee, as appropriate. Requests received by other offices, departments, or employees should be forwarded promptly to the Office of the Board of Trustees.~~

- ~~C. If there are questions about the meaning of the request, the Board Secretary will contact the requester to clarify the request, and, where applicable, will assist the requester to make a focused and effective request by doing the following, to the extent reasonable under the circumstances: (i) assist the requester to identify records that are responsive to the request; (ii) describe the information technology and physical location in which the records exist; and (iii) provide suggestions for overcoming any practical basis for denying access to the records sought.~~

- ~~D. For routine requests for District public records that are readily accessible, which have previously been made available to the public, and which are clearly not exempt from disclosure under the CPRA, such as agendas, minutes, budgets, and resolutions, the District will allow inspection or provide copies as soon as possible.~~

- ~~E. For non-routine requests, General Counsel should be consulted.~~

~~6.F.~~ The District will develop standardized responses to requests for public records, and will provide a written response within the time frames set forth in the CPRA, usually within 10 days.

~~G.~~ The college or district administration Board Secretary will determine a reasonable time and place for the inspection of requested public records during normal business hours, and shall will advise the person requesting to inspect the public records of such time and place.

~~8.H.~~ A request to copy a public record will be subject to shall be accompanied by an advance fee or deposit of 2010 cents per page. This fee is deemed sufficient to reimburse the District for the direct costs of duplication. If the college or district administration determines that extraordinary staff services will be required in any individual case, the fee shall be the District's actual costs. For purposes of determining the District's actual costs of providing a copy, the district administration shall consider the cost to the District of using a copy machine or other equipment and all materials related thereto (e.g., paper and chemicals); the staff time necessary to assemble, copy, collate, fasten, and deliver the public records to the requesting person; and postage, if applicable. If records are requested in an electronic format, the requester must pay the cost of producing a copy of the record, including the cost to construct the record and the cost of programming and computer services necessary to produce a copy of the record.

~~C.I.~~ Records that are exempt from public disclosure may not be inspected or copied, and if only a portion of a record is exempt from disclosure, such portion will be redacted prior to inspection or copying. Examples of such records are those that are exempt from public disclosure by state or federal law and include (such as certain student records), certain preliminary drafts not retained by the District in the ordinary course of business, records pertaining to litigation, records protected by attorney-client privilege and legal advice, personnel or medical files (the disclosure of which would amount to an unwarranted invasion of privacy), test questions, and certain information provided to the District on a confidential basis, and trade secret and certain other proprietary information of the District. If a request for records is denied, in whole or in part, the notification of such denial will include the name and title of the District official responsible for denying access.

~~J.~~ The college or district administration Board Secretary shall maintain a record of the all CPRA requests and the time and place identified for inspection pursuant to the request District's responses.

COPYING OF PUBLIC RECORDS

~~A.~~ A request to copy a public record and the college or district administration's reply thereto shall be made in the same way as identified above for inspection of public records.

~~C.~~ A request to copy a public record shall be accompanied by an advance fee or deposit of 10 cents per page. This fee is deemed sufficient to reimburse the District for the direct costs

~~of duplication. If the college or district administration determines that extraordinary staff services will be required in any individual case, the fee shall be the District's actual costs. For purposes of determining the District's actual costs of providing a copy, the district administration shall consider the cost to the District of using a copy machine or other equipment and all materials related thereto (e.g., paper and chemicals); the staff time necessary to assemble, copy, collate, fasten, and deliver the public records to the requesting person; and postage, if applicable~~

~~D.K. The college or dDistrict administration shall is not be required to generate information that does not exist in an existing public record nor to create a record that does not already exist.~~

~~L. Nothing in this pPolicy is intended to expand or limit the applicable requirements of the CPRA.~~

~~Government Code sections 6250 et seq.
Government Code 6253, 6257~~



2

THE WESTIN

SOUTH COAST PLAZA
COSTA MESA

Agreement between

Westin South Coast Plaza and COAST COMMUNITY COLLEGE DISTRICT (Coastline)

Mr. Jerry Patterson

Tiffany Hudson/Marissa Straabe

COAST COMMUNITY COLLEGE DISTRICT
(Coastline)

The Westin South Coast Plaza

11460 Warner Avenue
Fountain Valley, CA 92708
Phone: 714-241-6159
Fax: 714-241-6155 or 6310
Email: mkhosravani@coastline.edu

686 Anton Boulevard
Costa Mesa, CA 92626
Phone: 714-662-6637
Fax: 714-662-6608
Email: tiffany.hudson@westin.com

RE: Coastline Community College District-Visionary Awards

This Agreement between COAST COMMUNITY COLLEGE DISTRICT (Coastline) ("Customer") and Westin South Coast Plaza ("Hotel") is effective as of the date it is signed by Hotel ("Agreement Date").

Event Dates: Saturday, May 21, 2011

Function Space/Schedule of Events: This Agreement applies to the following event and function space (the "Function Space"):

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
5/21/2011	6:00 AM	12:00 AM	Set-up	Mesa Verde	Table Tops		\$2,000.00
5/21/2011	1:00 PM	11:00 PM	Speaker Ready Room	Del Mar	Existing	8	
5/21/2011	1:00 PM	11:00 PM	Speaker Ready Room	Emerald Bay	Existing	8	
5/21/2011	4:00 PM	6:30 PM	Set-up	Plaza Ballroom	Rounds of 10	500	
5/21/2011	5:30 PM	7:00 PM	Silent Auction	Mesa Verde	Table Tops		
5/21/2011	5:30 PM	7:00 PM	Reception	East Galleria	Cocktail Rounds	500	
5/21/2011	7:00 PM	11:00 PM	Dinner	Plaza Ballroom	Rounds of 10	500	
5/21/2011	11:00 PM	12:00 AM	Teardown	Plaza Ballroom			

Rates do not include applicable state and local taxes, currently 8.75%

Assignment of Function Space: Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer.

Banquet Event Orders: Hotel will provide Customer with Banquet Event Orders ("BEOs") that specify and confirm the specific details and terms and conditions for each event including, final menu selections, pricing, room set up and decor.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on BEOs. A service charge, currently 21% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges. Included as part of the service charge is a gratuity (currently 13.38% of total food and beverage revenue) that is paid directly to food and beverage service staff. The remainder of the service charge is retained by Hotel to cover non-itemized costs of the event. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

Minimum Revenue: The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is: \$24,000 (the "**Minimum Revenue Guarantee**"). If Customer does not meet the Minimum Revenue Guarantee, it will pay the difference between the actual revenue and the Minimum Revenue Guarantee (plus all applicable taxes) as a reasonable estimate of Hotel's losses.

Cancellation: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the percentage of Minimum Revenue Guarantee indicated below:

From 30 days or less prior to Saturday, May 21, 2011:	100 % of Minimum Revenue Guarantee
From 31 days to 60 days prior to Saturday, May 21, 2011:	75 % of Minimum Revenue Guarantee
From 61 days to 90 days or less prior to Saturday, May 21, 2011:	50 % of Minimum Revenue Guarantee
From 91 days or more prior to Saturday, May 21, 2011:	25 % of Minimum Revenue Guarantee

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Payment: Customer will pay expected charges under this Agreement as follows:

- A deposit of \$5,500 is due upon signing of this Agreement by Friday, November 19th, 2010
- The estimated balance is due 14 days prior to Saturday, May 21, 2011
- Any remaining amounts are due at the conclusion of the event.

If any of the above payments are not made by the date indicated, Hotel may require immediate full prepayment of any remaining amounts due or may cancel the event.

Security: Hotel does not provide security in the Function Space and all personal property left in the Function Space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Customer will inform Hotel of its decision to bring its own vendor at least 60 days prior to Saturday, May 21, 2011, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to Saturday, May 21, 2011.

Disclosure: Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members or participants. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Parking: The Hotel has parking available as follows:
Self parking is \$10.00 per car for guests visiting the Hotel.
Overnight self parking is \$20.00 per car.
Valet parking is \$14.00 per car for guests visiting the Hotel.
Overnight valet parking is \$28.00 per car.
Hotel attendants can provide guests directions to the nearest available parking if the Hotel lot is full.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

ACCEPTED AND AGREED TO:

COAST COMMUNITY COLLEGE DISTRICT (Coastline)

HST Lessee South Coast LP

By: Westin Operator LLC, its Operator
By: Starwood Hotels & Resorts Worldwide, Inc., a
Maryland corporation its Sole Member

By _____
Jerry Patterson
President, Governing Board of Trustees
Coast Community College District

By _____
Tiffany Hudson/Marissa Straabe
Catering Sales Manager

Date _____

Date _____

AGREEMENT FOR AUDIT SERVICES

1. **Parties.** This Agreement for Audit Services ("Agreement") is made and entered into between the Coast Community College District ("District") and Vasquez & Company, LLP ("Auditor"). District and Auditor are referred to herein as "Party" and collectively as "Parties."

2. **Term.** The initial term of this Agreement commences on January 1, 2011, and terminates on December 31, 2011, and covers the Audit for the 2010-2011 fiscal year. At the mutual consent of the Parties, this Agreement may be renewed for the 2012 calendar year to cover the audit for the 2011-2012 fiscal year, and for the 2013 calendar year to cover the audit for the 2012-2013 fiscal year.

3. **Services.** Auditor agrees to provide the Board of Trustees ("Board") of District with a comprehensive financial and compliance written audit ("Audit") of all funds, books, and accounts of District, including a comprehensive financial and performance audit of bond funds; of District's four Foundations (the Coastline College Foundation, the Golden West College Foundation, the Orange Coast College Foundation, and the Coast Community College District Foundation); of District's associated student organizations; and of the Enterprise Corporation (collectively, "Auxiliary Organizations"), for the 2010-2011 fiscal year, conducted in accordance with, and in a format consistent with, generally-accepted auditing standards, in compliance with Section 84040(b) of the *Education Code*; the audit provisions of Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, issued by the U.S. Office of Management and Budget ("Circular A-133"); *Government Auditing Standards*, issued by the U.S. Comptroller General; the federal Single Audit Act Amendments of 1996; and the *Contracted District Audit Manual*, issued by the California Community Colleges Chancellor's Office.

4. **Reporting and Contact.** Auditor will work with District management, but will participate in meetings of, and take direction from, the Board Audit Committee, and Auditor will participate in meetings of, and will provide reports to, the Board, as directed. Auditor's contact at District will be primarily the office of the District's internal auditor, and the District's office of fiscal affairs as a secondary contact.

5. **Methodology.** As part of obtaining reasonable assurance about whether the financial statements of District are free of material misstatement, Auditor will perform tests of District's compliance with applicable laws and regulations and with the provisions of contracts and grants. Auditor will request written representations from District's attorneys as part of the engagement, and they may bill District for responding to this inquiry. At the conclusion of the Audit, Auditor will require certain written representations from District about the financial statements and related matters; District is responsible for adjusting the financial statements to correct material misstatements, and for affirming to Auditor that the effect of any uncorrected misstatements aggregated by Auditor are immaterial, both individually and in the aggregate, to District's financial statements taken as a whole. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on District's website, District understands that electronic sites are a means to distribute information and, therefore, Auditor is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document. Auditor will plan and perform the Audit to obtain reasonable, rather than absolute, assurance about whether District's financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws that are attributable to District, or to acts by management or employees acting on behalf of District.

Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

6. **Timelines.** Auditor shall present its report to the Board at a Board meeting no later than December 2012, with delivery of the report to the State Chancellor's Office prior to December 31, 2012. Within fourteen days of approval of this Agreement, Auditor shall present to District, for District's review and approval, a detailed timeline. .

7. **Testing.** An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the Audit will involve judgment about the number of transactions to be examined and the areas to be tested. The Audit will include obtaining an understanding of District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Auditor's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. The Audit will include tests of accounting records, a determination of District's major programs in accordance with Circular A-133, and other procedures that Auditor considers necessary to enable Auditor to express such opinions and to render the required reports. Auditor's tests, if performed, will be less in scope than would be necessary to render an opinion

on internal control and, accordingly, no opinion will be expressed in Auditor's report on internal control issued pursuant to *Government Auditing Standards*. As required by Circular A-133, Auditor will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that Auditor considers relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major award program.

However, Auditor's tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in Auditor's report on internal control issued pursuant to Circular A-133. As part of obtaining reasonable assurance about whether District's financial statements are free of material misstatement, Auditor will perform tests of District's compliance with applicable laws and the provisions of grants and contracts.

However, the objective of these procedures will not be to provide an opinion on overall compliance, and Auditor will not express such an opinion in Auditor's report on compliance issued pursuant to *Government Auditing Standards*. Circular A-133 requires that Auditor plan and perform the Audit to obtain reasonable assurance about whether District has complied with applicable laws, and the provisions of grants and contracts applicable to major programs.

Auditor's procedures will consist of tests of transactions and other applicable procedures described in Circular A-133 for the types of compliance requirements that could have a direct and material effect on each of District's major programs. The purpose of these procedures will be to express an opinion on District's compliance with requirements applicable to each of its major programs.

8. **Limitations.** Because an audit is designed to provide reasonable, but not absolute, assurance, and because Auditor will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be

detected by Auditor. In addition, an audit is not designed to detect immaterial misstatements or violations of laws that do not have a direct and material effect on the financial statements or major programs. However, Auditor will inform District of any material errors and any fraudulent financial reporting or misappropriation of assets that come to Auditor's attention. Auditor also will inform District of any violations of laws that come to Auditor's attention, unless clearly inconsequential. Auditor will include such matters in the reports required for a Single Audit. Auditor's responsibility is limited to the period covered by the Audit, and does not extend to any later periods for which Auditor is not engaged as auditor. An audit is not designed to provide assurance on internal control or to identify significant deficiencies; however, during the Audit, Auditor will communicate to District management, and to the Audit Committee, internal control related matters that are required to be communicated under professional standards set forth in the *Government Auditing Standards* and Circular A-133.

9. **Communications.** Auditor may communicate with District via e-mail transmission. As emails may be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the persons to whom they are directed and only to such persons, Auditor cannot guarantee or warrant that emails from Auditor will be properly delivered and read only by the addressee. Therefore, Auditor specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by Auditor in connection with the performance of this Agreement. In that regard, District agrees that Auditor shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of

revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

10. Reports. Auditor will inform Board of any matters that are considered to be “reportable conditions” under standards established by the American Institute of Certified Public Accountants. Auditor also will inform Board of any non-reportable conditions, or other matters involving internal control, if any, as required by Circular A-133. If Auditor’s opinions on District’s financial statements or the Single Audit compliance opinions are other than unqualified, Auditor will fully discuss the reasons with District in advance. If, for any reason, Auditor is unable to complete the Audit, or is unable to form or have not formed opinions, Auditor may decline to express opinions or to issue a report as a result of this engagement.

11. District Responsibilities. District is responsible for the basic financial statements and all accompanying information, as well as for all representations contained therein. District is responsible for making all management decisions and for performing all management functions relating to District’s financial statements, schedule of expenditures of grants and awards, and related notes, and for accepting full responsibility for such decisions. District will be required to acknowledge, in the Representation Letter, Auditor’s assistance with the preparation of the financial statements and with the schedule of expenditures of grants and awards, and that District has reviewed and approved the financial statements, schedule of expenditures of grants and awards, and related notes prior to their issuance, and have accepted responsibility for them. Further, District is required to designate a management-level individual with suitable skill, knowledge, or experience to oversee the bookkeeping, tax services and any other non-attest services that Auditor provides, and for evaluating the adequacy and results of those services and for accepting responsibility for them. District management also is responsible

for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of financial position, changes in net assets, and cash flows in conformity with generally accepted accounting principles; and for grant and award programs compliance with applicable laws and the provisions of contracts and grants. District management is responsible for making all financial records and related information available to Auditor, including any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. District is responsible for ensuring that management and financial information is reliable and properly recorded. District management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to Auditor in the Representation Letter that the effects of any uncorrected misstatements aggregated by Auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. District is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing Auditor about all known or suspected fraud or illegal acts affecting District involving management, employees who have significant roles in internal control, or others where the fraud or illegal acts could have a material effect on the financial statements. District's responsibilities include informing Auditor of knowledge of any allegations of fraud or suspected fraud affecting District received in communications from employees, former employees, grantors, regulators, or others. In addition, District is responsible for identifying and ensuring that District complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by Circular A-133, it is District's responsibility to follow-up and take corrective action on reported audit findings, and to

prepare a summary schedule of prior audit findings and a corrective action plan. District is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. District is responsible for identifying for Auditor previous audits or other engagements or studies related to the objectives discussed in the "Objectives of Audit" section of this Agreement; this responsibility includes relaying to Auditor corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. District is responsible for providing management's views on Auditor's current findings, conclusions, and recommendations, as well as District's planned corrective actions, and the timing and format related thereto.

12. **Required Supplementary Information.** Accounting standards generally accepted in the United States provide for certain required supplementary information ("RSI"), such as the Management's Discussion and Analysis to accompany District's basic financial statements. As part of Auditor's engagement, Auditor will apply certain limited procedures to District's RSI. These limited procedures will consist principally of inquiries of District management regarding the methods of measurement and presentation, which management is responsible for affirming to Auditor in District's representation letter ("Representation Letter"). Unless Auditor encounters problems with the presentation of the RSI or with procedures relating to it, Auditor will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:
Management Discussion and Analysis and Supplementary Information

13. **Objective of Audit.** The objective of the Audit is the expression of opinions as to whether District's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of

the additional information referred to herein when considered in relation to the basic financial statements taken as a whole. The objective also includes Auditor reporting on (a) internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on District's financial statements in accordance with *Government Auditing Standards*; and (b) internal control related to District's major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Circular A-133. The reports on internal control and compliance each will include a statement that the report is intended solely for the information and use of District's Audit Committee, District management, specific legislative or regulatory bodies, governmental granting and awarding agencies, and if applicable, pass-through entities, and is not intended to be and should not be used by anyone other than these specified persons and entities.

14. **Ownership.** The audit documentation for this engagement is the property of Auditor and constitutes confidential information, pursuant to any exceptions set forth in the Brown Act or the California Public Records Act. However, pursuant to authority given by law, Auditor may be requested to make certain audit documentation available to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the Audit, to resolve audit findings, or to carry out oversight responsibilities. Auditor will notify District of any such request. If requested, access to such audit documentation will be provided under the supervision of Auditor. Furthermore, upon request, Auditor may provide copies of selected audit

documentation as set forth herein, and these recipients may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Auditor's audit documentation will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If Auditor is aware that an granting or awarding agency, pass-through entity, or auditee is contesting an audit finding, Auditor will contact the person or entity contesting the audit finding for guidance prior to destroying the audit documentation.

15. **Independence.** Professional and certain regulatory standards require Auditor to be independent, in both fact and appearance, with respect to District in the performance of Auditor's services. Auditor requests that District inform Auditor promptly prior to any such discussions so that Auditor can implement appropriate safeguards to maintain its independence.

16. **Dispute Resolution Services.** If any dispute, controversy, or claim arises out of, relates to, or results from the performance or breach of this Agreement, excluding claims for non-monetary or equitable relief (collectively, "Dispute"), either Party may, upon written notice to the other Party, request non-binding mediation. A recipient Party of such notice may waive its option to resolve such Dispute by non-binding mediation by providing written notice to the Party requesting mediation and then such parties hereto shall resolve such Dispute by binding arbitration as described below. Such mediation shall be assisted by a neutral mediator acceptable to both parties and shall require the commercially reasonable efforts of the parties to discuss with each other in good faith their respective positions and different interests to finally resolve such Dispute. If the Parties are unable to agree on a mediator within twenty days from delivery of the written notice, either Party may invoke the mediation service of the American Arbitration Association ("AAA"). Each Party may disclose any facts to the other Party or to the mediator

that it, in good faith, considers reasonably necessary to resolve the Dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing Party. Except as agreed to in writing by both Parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either Party in any subsequent proceeding between the parties. Unless waived, such mediation shall conclude after the Parties have engaged in good faith settlement negotiations, but nonetheless are unable to resolve the Dispute through the mediation process. The attorneys' fees and costs incurred by each Party in such mediation shall be borne solely by such Party, except that the fees and expenses of the mediator, if any, shall be borne equally by the Parties. Any Dispute not resolved first by mediation between the Parties (or if the mediation process is waived as provided herein) shall be decided by binding arbitration. The arbitration proceeding shall take place in Orange County, unless the Parties agree in writing to a different locale. The arbitration shall be governed by the provisions of the laws of California. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that the Arbitration Panel shall permit discovery that is consistent with the scope of discovery typically permitted by the Federal Rules of Civil Procedure and/or is otherwise customary in light of the complexity of the Dispute and the amount in controversy. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel. The arbitration shall be conducted before a panel of three persons, one selected by each Party, and the third selected by the two Party-selected arbitrators ("Arbitration Panel"). The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a Party from pursuing non-monetary or

equitable relief in a state or federal court. The Parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue in writing findings of fact and conclusions of law. The Arbitration Panel shall not have authority to grant an award that is not supported by substantial evidence or that is based on an error of law, and such absence of substantial evidence or such error of law may be reviewed on appeal to vacate an award based on the standard of review otherwise applicable in the Federal Appellate Court responsible for the jurisdiction in which the arbitration is venued, and without regard to any heightened standard of review otherwise applicable to an arbitration decision rendered by the AAA. The confidentiality provisions applicable to mediation also shall apply to arbitration, to the extent permitted by law. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. No payment of any award or posting of any bond of any kind whatsoever is required to be made or posted until such Dispute is finally determined. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same Dispute would be barred by the applicable statute of limitations or repose. For the purposes of applying the statute of limitations or repose, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such Dispute.

17. **Audit Administration.** Auditor understands that District employees will prepare all cash, accounts receivable, and other confirmations that Auditor requests and will locate any documents selected by Auditor for testing. Ms. Peggy McBride is the engagement partner for Auditor and is responsible for supervising this engagement. At the conclusion of the engagement, Auditor will complete the appropriate sections of and sign the Data Collection

Form that summarizes the audit findings. Auditor's plan and timeline will be discussed with District prior to commencement of the work.

18. **Request for Proposals.** Request for Proposals No. 1975 ("RFP") is attached hereto as Exhibit "A" and is incorporated herein by this reference. Sections 3.22, 3.24 through 3.34, and 4.2 through 4.9 of the RFP are binding upon the Parties.

19. **Workers' Compensation.** Auditor is aware of the provisions of Sections 3700 *et. seq.* of the *California Labor Code* which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of law before commencing performance of work.

20. **Fees.** Auditor's fee will not exceed \$122,000 for the initial term of this Agreement, as set forth in Exhibit "B" which is incorporated by this reference into this Agreement. Auditor will itemize its invoices to District, to the extent possible, to cover services on behalf of District and of each of District's Auxiliary Organizations. The fees for the two option years also are set forth in Exhibit "B." District may request that Auditor perform additional services not addressed in this Agreement. If this occurs, Auditor will communicate with District the scope of the additional services and estimated fees which will require an amendment to this Agreement. In the absence of any other written communication from Auditor documenting the need for such additional services, Auditor's services will continue to be governed by the terms of this Agreement.

21. **Disclosures.** Government Auditing Standards require that Auditor provides District with a copy of Auditor's most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of this Agreement. Auditor's peer review report has been provided to District. In

accordance with Section 5079(a)(5) of the California Accountancy Act in the *Business and Professions Code*, Auditor hereby discloses that William Vasquez is a nonlicensee owner and that he will not be involved in the engagement.

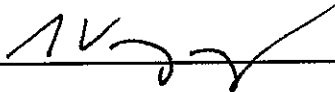
22. **Copies.** Auditors shall provide to District 50 bound copies, one unbound copy, and one electronic copy of each Audit report, in addition to the copies required to be filed with the applicable governmental units. Excess copies will be billed at \$15 each.

COAST COMMUNITY COLLEGE DISTRICT VASQUEZ & COMPANY, LLP

By _____

Name: Jerry Patterson
Board President

Date: November __, 2010

By  _____

Name: Gilbert R. Vasquez
Managing Partner

Date: November 10, 2010



**REQUEST FOR PROPOSALS
RFP NO. 1975
INDEPENDENT AUDIT SERVICES**

**Coast Community College District
Board of Trustees
1370 Adams Avenue, Costa Mesa, CA 92626
Telephone (714) 438-4602 Fax (714) 438-4773**

1. INTRODUCTION

- 1.1 This Request for Proposal (RFP) contains specifications and related documents covering independent audit services to be rendered to the Board of Trustees of the Coast Community College District ("District"), Coastline College Foundation, Coast District Foundation, Golden West College Foundation, Orange Coast College Foundation, Enterprise Corporation, and Proposition 39 Financial and Performance audits.
- 1.2 This RFP and all subsequent modifications thereto are hereby designated as the sole reference and authority for the preparation of proposals. This release of the RFP supersedes all other documents related to the work to be done. The contents of this RFP and subsequent modifications thereto take precedence over any and all information related to audit services for the District obtained from any source, either by verbal or written communications.
- 1.3 This RFP shall not be construed to (1) create an obligation on the part of the Coast Community College District to enter into a contract with any audit firm or (2) shall serve as the basis for a claim for reimbursement of expenditures related to the development of a proposal.
- 1.4 Notwithstanding other provisions of this RFP, auditors are hereby advised that this request for proposal is an informal solicitation of proposals only. It is not intended, nor is it to be construed as engaging in formal competitive bidding pursuant to any statute, ordinance, policy or regulation.

EXHIBIT A

2. BACKGROUND INFORMATION

- 2.1 The Board of Trustees is the Governing Board of Coast Community College District. The Board is composed of five members who are elected at large to overlapping four year terms. The independent external auditor is directly employed by this Governing Board and owes its primary fiduciary duty to the Board of Trustees. The Board of Trustees has a two member Audit Committee and the Board also appoints the Chancellor, who is the chief administrative officer of the District.
- 2.2 In general, the District includes the following communities: Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Midway City, Newport Beach, Santa Ana, Seal Beach/Surfside, Stanton, Sunset Beach, and Westminster.
- 2.3 District programs are open to residents throughout Southern California and are not restricted by the geographic boundaries listed above. District enrollment in college courses is approximately 48,000 students; 12,000 at Coastline College, 13,000 at Golden West College and 23,000 at Orange Coast College per semester. FTES for 2008/09 was 36,565 credit and 754 non-credit.
- 2.4 The District encompasses approximately 105 square miles and has a population of more than one million people. District facilities include Coastline College, Golden West College, Orange Coast College, the District site, and several off-site programs.
- 2.5 The District accounts for its financial transactions in accordance with the policies and procedures of the California Community Colleges Budget and Accounting Manual. The accounting policies of the District conform to generally accepted accounting principles as applicable to government agencies. Audits shall conform to the reporting requirements of the California Community Colleges Contracted District Audit Manual and OMB Circular A-133.
- 2.6 The accounts of the District are organized on the basis of funds or account groups, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, income and expenditures. Specific details relating to the District's funds and account groups may be found in the 2008/09 CCFS-311 Report with this RFP.
- 2.7 The District administers specially funded projects under grants and contracts with various federal and state agencies. A summary of the District's federal and state programs is presented on pages 41 - 43 of the District's 2008/09 audit report, which can be found on the District website at http://www.cccd.edu/measurec/financial_audit0809.pdf.

- 2.8 The basis of accounting generally requires the utilization of the modified accrual basis of accounting, wherein expenditures are recorded at the time of payment and income is recorded when received in cash, except for fiscal year end when goods and services received and revenue earned may be accrued to reflect appropriate expenditures and income of the current year. However, this information will need to be converted to full accrual at year-end in accordance with GASB 34/35 for financial reporting purposes.
- 2.9 Qualified employees are covered under contributory retirement plans maintained by agencies of the State of California State Teachers' Retirement System (STRS) for instructional employees and Public Employees Retirement System (PERS) for classified employees. District contributions to these plans are currently paid or accrued based upon qualified employees' salaries.
- 2.10 The long term portion of accumulated vacation and sick leave benefits are not recorded as liabilities on the books of the District. The current portion of the vacation liability is accrued in accordance with GASB 16.
- 2.11 The District has a combination of self insurance and commercial insurance for workers' compensation, and property and liability insurance and participates in four joint powers agreements (JPA): Two for excess insurance for workers' compensation and property liability (PIPS and SWACC), one for excess liability (SELF) and one for its retiree health liability. The relationship between the District and the JPAs are such that none of the JPAs are component units of the District for financial reporting purposes. Premiums are paid by the District to the JPAs.
- 2.12 All three colleges account for auxiliary operations at their respective Accounting/Bursar's Office. Auxiliary operations include Bookstore, Food Services, Associated Student Bodies, and Trust and Agency Funds. Two colleges have contracted out the Food Service operations.
- 2.13 Non-management certificated personnel of the District are eligible to be members of an affiliate of the California Teachers Association. Classified employees, other than those in management or confidential positions, are eligible to be members of an affiliate of the California School Employees Association.
- 2.14 The District is primarily financed by apportionments from the State, property taxes received, and enrollment fees. The District uses the services of the County of Orange for the assessment and collection of taxes. District taxes are collected at the same time and on the same tax rolls as are county, city and special district taxes.

- 2.15 The District utilizes a District wide information system (Banner) that joins the Finance, Human Resources, Student, and Student Financial Aid into a single interrelated database.
- 2.16 On November 5, 2002, the voters authorized the issuance and sale of general obligation bonds totaling \$370,000,000. On April 17, 2003, the District issued its Series A bond for \$110,000,000. On March 10, 2005, the District issued \$74,893,867 General Obligation Refunding Bonds. On June 28, 2006, the District issued its Series B and C bonds for \$149,859,831 and \$110,140,169, respectively.

3. INFORMATION AND GENERAL CONDITIONS

3.1 Definitions

The term "CCCD" as used in these clauses shall be construed to include the CCCD Board of Trustees, and all employees, officers, and agents of the District.

The Proposer/Auditor is named as such in the contract documents and is referred to in generic terms as if of singular number and masculine gender.

3.2 Preparation of Proposal Documents

Five (5) sealed copies of the proposal shall be submitted by no later than 3:00 p.m., Thursday, March 25, 2010. Proposals shall be mailed or delivered to the attention of Christian Teeter, Secretary to the Board of Trustees, Coast Community College District, 1370 Adams Avenue, Costa Mesa, CA 92626, in an envelope marked "Proposal for Audit Services". Each proposal shall not contain more than thirty (30) pages, excluding front, back covers and tabs. Proposals containing more than thirty (30) single sided pages or fifteen (15) double sided pages will not be considered.

It is the sole responsibility of the person submitting the proposal to see that it is delivered on time. Any proposal submitted after 3:00 p.m. on Thursday, March 25, 2010, will be returned to the proposer unopened.

3.3 Signature

The proposal must be signed in the name of the Auditor and must bear the signature of the person authorized to sign proposals on behalf of the Auditor.

3.4 Completion of Proposals

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to

erroneously or improperly mislead the District in the evaluation of the proposal.

3.5 Erasures

The proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is authenticated by signing in the margin, immediately opposite the correction, the name of the person signing the proposal.

3.6 Examination of Contract Documents

Auditors shall thoroughly examine the contents of this RFP. The failure or omission of any Auditor to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the Auditor from obligations with respect to this RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If the auditor discovers any ambiguity, conflict, discrepancy, omission or other errors on the RFP, he shall immediately notify the District of the error in writing and request modification or clarification of the document. Clarifications shall be given by written notice to all Auditors participating in the RFP, without divulging the source of the request for same. Modifications shall be made by addendum issued pursuant to Section 3.9.

If an Auditor fails to notify the District of an error in the RFP before the date scheduled for submission of proposals, or of an error which reasonably should have been known to him, he shall submit the proposal at his own risk. If the contract is awarded to the Auditor, he shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

3.7 Right to Negotiate Proposals

District reserves the right to negotiate any price or provision, accept any part or all of any proposals, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of District, such action shall serve its best interests and those of the tax-paying public. Proposers are encouraged to submit their best prices in their proposals, and the District intends to negotiate only with the proposer(s) whose proposal most closely meets District's requirements at the lowest estimated cost. The Contract, if any is awarded, will go to the auditor whose proposal best meets District's requirements in the sole judgment of the Board of Trustees..

3.8 Confidential and Proprietary Information

All materials received relative to this RFP will be kept confidential until such time an award is made or the RFP is canceled. At such time, all materials received must be made available to the public. If any part of any proposer's proposal is proprietary or

confidential, the proposer must so identify and so state. However, any information that must be used by District to aid in proposal selection must not be restricted from the public. District reserves the right to retain all proposals submitted. Any restrictions on the use of hardware or software proposed, arising from the use or incorporation of confidential and/or proprietary information or materials, must be clearly stated in the proposal.

3.9 Addenda

District may modify this RFP before the date scheduled for submission of proposals by issuance of an addenda to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively as a suffix by the RFP reference number. (For example, the first addenda would be RFP A-1.)

3.10 Modification of RFP Response

The audit proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modifications will not be considered if offered in any other manner.

3.11 Withdrawal of Proposals

The audit proposal may be withdrawn by submitting a written request to the District at any time before the date scheduled for proposal submission. The Auditor may thereafter submit a new proposal before the proposal submission date. Proposals may not be withdrawn after the proposal submission date for a period of ninety (90) days.

3.12 Rejection of Proposals

The District reserves the right to reject any or all proposals received in response to the RFP or to negotiate separately with any Auditor when it is determined to be in the best interest of the District to do so.

3.13 Misunderstandings

The RFP documents will be clarified by District upon written request from a proposer. District's decision shall be final for all matters of interpretation of the RFP documents.

3.14 Cost of Preparation of Proposals

Costs for developing responses to this RFP are entirely the responsibility of the auditor and shall not be chargeable to District.

3.15 Evaluation Process

Upon receipt, the Board Audit Committee will review and score the Proposals. The three to five most qualified firms will be invited to interview with the Board of Trustees Audit Committee. During the evaluation, validation and selection process, District may request meetings with a proposer's representative to request answers to specific questions or may request that the auditor answer specific questions in writing. District may require that the auditor make presentations that are pertinent to the proposal and the contract to be awarded, the question(s) and the answer(s) will be sent to the proposer in writing for verification before they are included in the contract documents. After the Board Audit Committee interview process, the Audit Committee will submit one to three firms to the Board of Trustees for final selection.

3.16 Award of the Contract

If the contract is awarded, it will be to the responsible auditor whose proposal is deemed to be the best proposal and whose proposal best meets the requirements of the RFP and District, cost and all other factors considered. It is anticipated that award of the contract will be made within ninety (90) working days after the submission of proposals. If award cannot be made within this time period, the auditors will be requested, in writing, to extend the time period during which the proposer agrees to be bound by his proposal. Written notification will be made to unsuccessful proposals.

3.17 Errors in Proposal

Proposals shall be bound by the terms and conditions of the proposal, notwithstanding the fact that errors are contained therein. However, if material errors are found in a proposal, District may notify the proposer that the proposal, as submitted, appears to contain errors and require the proposer to correct the errors.

3.18 Workers' Compensation

In accordance with the provision of Section 3700 of the Labor Code of the State of California, each proposer shall sign and file with District the following certificate before performing the work under the contract:

"I am aware of the provisions of Sections 3700 of the labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code before commencing the performance of the work of the contract."

3.19 Contract Documents

Documents included in this RFP are complementary. Work called for by one shall be binding as if called for by all. The intent of the documents is to include all labor, materials, equipment and supplies required to perform the work to be done.

3.20 Related Experience

All Auditors must submit information that indicates specific qualifications to perform the financial and compliance audit services as specified herein. Each Auditor shall submit with the proposal a list of clients for whom such services have been provided during the past two (2) years. The reference list shall include the names and addresses of each client; the names, titles, and telephone numbers of each client's cognizant manager, and the dates the work was performed. During the evaluation and selection process, the District may contact each of the referenced clients. Auditors are hereby advised that the District maintains the sole and exclusive right to determine whether or not the Auditor can perform the work to be done. This determination will specifically address the level, background, and experience of individuals to be assigned to perform the audit services.

3.21 Tentative Schedule of Events

Issue Request for Proposal	February 26, 2010
Last day for Auditor to request additional information	March 22, 2010
Receive Proposals No Later Than 3:00 p.m.	March 25, 2010
Complete Evaluation of Proposals	April 16, 2010
Interviews with prospective Auditors Completed by	April 30, 2010
Begin Contract Negotiations with Apparent Acceptable Bidder	May 3, 2010
Recommend Auditor to the Governing Board	May 19, 2010
Award Contract No Later Than	May 20, 2010

3.22 Covenant Against Contingent Fees

The proposer warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of the RFP upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies, which are so declared and maintained by the proposer for the purpose of securing business.

For breach or violation of this warranty, the District shall have the right to terminate any contract that may be entered into with the Auditor and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fees.

3.23 Compensation

District shall pay the Auditor an amount not to exceed the maximum cost proposed for each year the contract is in effect. Payments shall be made upon receipt of itemized invoices delivered to the attention of the District Director, Internal Audit. Payments shall be made at the rates specified in the Auditor's response to this RFP for each of the three (3) years.

Proposers may indicate an annual escalator in their annual fees as a cost-of-living adjustment. However, District will accept no annual adjustment in excess of the annual consumer price index for the Los Angeles-Riverside-Orange County metropolitan area as published by the U.S. Department of Labor, Bureau of Labor Statistics.

3.24 Supplemental Compensation and Additional Services

If during the course of the audit examination, the Auditor finds any unusual item or circumstance which, in the Auditor's opinion, warrants an immediate detailed investigation, the same will be reported in writing to the District, with three copies addressed to the attention of the President of the Board of Trustees, the Board Audit Committee Chair, and to the District Director, Internal Audit. If the District determines that a more detailed verification is required than that which would be required under ordinary circumstances, a written authorization will be provided to the Auditor by the District.

Additional services are not within the scope of services to be performed pursuant to this Agreement. However, if additional services are required and authorized, the Agreement will be amended to reflect the additional services and supplemental compensation shall be at the hourly rates provided with the proposal response applicable for the then-current audit year. If the additional work is not authorized by the District, the audit report may be qualified according to the circumstances involved. The District may also request the Auditor to perform work or render services in addition to those which are usual and customary in making an examination of books and accounts. If such work is performed by the Auditor, the Agreement will be amended to reflect the scope of the work to be done. Compensation for such work shall be at the hourly rates applicable to the then-current audit year.

3.25 Auditor's Obligation to perform Work in Accordance with Standards

If the work performed by the Auditor is not in accordance with the standards as specified herein or if the reports submitted by the Auditor are not complete or if the reports are rejected by the California State Department of Finance, and/or Community Colleges Chancellor's Office and/or federal government as incomplete, then the Auditor shall be obligated to do whatever is required to correct the reports to meet the requirements as specified in the standards, or as specified by the

Department of Finance, and/or Community Colleges Chancellor's Office, and/or federal government.

3.26 Insurance and Indemnification

The Auditor shall take out, and maintain during the term of the Agreement, such general liability and property damage insurance as is required to protect the Auditor and the District from any and all actions, suits, or other proceedings which may arise as a result of the work performed by the Auditor pursuant to the Agreement with the District. Such insurance shall include an endorsement naming the District as additional insured pursuant to contract.

The Auditor shall hold harmless and indemnify the District, its officers, agents, employees, and from and against any such actions, suits or other proceedings.

3.27 Independent Contractor Status

While performing services pursuant to this Agreement, the Auditor is an independent contractor and not an officer, agent, or employee of the District.

3.28 Assignment of Contract

The Auditor shall not assign or transfer, by operation of law or otherwise, any or all of the Auditor's rights, burdens, duties, or obligations with regard to this Agreement, without the prior written consent of the District.

3.29 Insurance

Auditor shall maintain public liability and property damage insurance in the amount of no less than One Million Dollars (\$1,000,000) combined single limit which shall be primary over any other insurance carried by District. The Auditor shall also maintain Errors and Omissions coverage of no less than One Million Dollars (\$1,000,000). Auditor shall not commence work under the Contract until he has obtained all required insurance and certificates of insurance have been delivered to, and approved by, District. Certificates of insurance shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability until written notice has been given to Coast Community College District of such cancellation or reduction. The date of cancellation or reduction shall not be less than sixty (60) days after the date the notice is given."

Certificates of insurance shall name the District and the Board of Trustees as additional insureds. In addition, said certificates shall state the extent of insurance, the locations and operations to which insurance applies, and the expiration date of the insurance.

3.30 Hold Harmless and Indemnification

Auditor shall hold harmless and indemnify District, its officers, agents and employees from and against any and all actions, suits or other proceedings as may arise as a result of performing work hereunder, except such actions, suits or other proceedings as may arise as a result of the negligence or willful misconduct of District, its officers, agents or employees.

3.31 Subcontracting

Auditor may subcontract with other qualified firms or individuals as required to complete all or a portion of the work to be done. In the event this subcontracting option is exercised, submit all information requested in Section 4 for each subcontractor in identical form and content as that prescribed for the proposer's response. In addition, the reason for using subcontractors shall be clearly described, including the role each will play in the project and the relationship between the proposer and his subcontractor(s) which will be maintained during the term of the contract. All proposed subcontracts shall be approved by District prior to award of the subcontractor by the proposer. No subcontract will be approved unless the proposer provides a written guarantee that his firm will be contractually obligated to assume all project responsibilities. Said guarantee shall be incorporated into the written agreement with the successful proposer.

3.32 Permits and Licenses

The auditor, its employees and agents, shall secure and maintain valid certifications and licenses as required by law for the execution of services pursuant to contractual terms.

3.33 Termination of Agreement

District may terminate the Agreement at any time without penalties by providing Auditor with 30 days written notification.

3.34 Termination for Nonperformance

If the Auditor fails to perform services as required including furnishing properly trained personnel, or if he should be adjudged bankrupt, or if a receiver should be appointed on account of his insolvency, or he should fail to provide services as required, then District may, without prejudice to any other right or remedy, or penalties, serve written notification of intention to terminate the Agreement. Such notice shall contain the reasons for such intention to terminate.

4. STATEMENT OF WORK

4.1 Scope of the Audit Services

The Auditor shall submit a proposal to provide the District with audit services for the fiscal year beginning July 1, 2010, and ending on June 30, 2011, and a period not to exceed two (2) years thereafter. Said audit shall include all funds and accounts under the jurisdiction and control of the District. Foundations that support the Colleges and the District and Proposition 39 Performance and Financial audits will be included in the RFP but will require a separate proposal from each audit firm. The District reserves the right to award the Foundation, Enterprise Corporation and/or Proposition 39 audits to any responder regardless of the award of the District audit.

4.2 Technical Standards

Examination of financial records and audits for compliance shall be made in accordance with the provisions of Section 84040 of the Education Code of the State of California.

The annual audit shall include minimum requirements of those prescribed by the Community College Chancellor's Office, State of California, as outlined in their publication entitled "California Community Colleges Contracted District Audit Manual", shall conform to generally accepted auditing standards as specified in "Statements on Auditing Standards" published by the American Institute of Certified Public Accountants, and OMB Circular A-133.

4.3 Work to be Done

- a. A comprehensive financial and compliance audit shall be conducted of all funds, books, and accounts under the jurisdiction and control of the District. Student Financial Assistance Programs shall be audited annually.
- b. A comprehensive financial and compliance audit of the below listed 501(c)(3) Foundations and related tax returns:
 1. Coast District Foundation
 2. Coastline College Foundation
 3. Golden West College Foundation
 4. Orange Coast College Foundation
- c. A comprehensive financial and compliance audit of the Enterprise Corporation and related corporate tax return.
- d. A comprehensive financial and performance audit of bond funds as required by Proposition 39.

- e. Preparation of the Data Collection Form in accordance with OMB Circular A-133.
- f. Other services performed outside the scope of the audit as requested by the District.
- g. Copies of a preliminary audit draft shall be prepared and submitted to the District prior to conducting exit conferences for the audit.

4.4 **Staffing**

The Auditor shall assign professional staff as appropriate to the conduct of the audits. A manager shall be assigned to coordinate the activities of all Auditor staff and shall be the liaison between the Auditor and the District. An in-charge accountant with at least two years experience with audits of California Community Colleges should be assigned to supervise fieldwork.

4.5 **Audit Reports**

The audit shall be completed and submitted to District and the State Chancellor's Office no later than December 31 following the fiscal year under examination. Copies will be filed by the Auditor with all applicable reporting agencies and an additional forty (40) bound copies, one (1) unbound copy, and one (1) PDF copy of the final audit report will be provided to the District.

4.6 **Statements and Reports**

Reports of examination of financial statements must state the scope of the examination and that the audit was performed in accordance with generally accepted accounting principles.

Reports of compliance must include a statement that the examination was conducted in accordance with applicable auditing standards. The audit report must state whether the examination disclosed instances of significant noncompliance with laws and regulations. Findings of noncompliance or ineligible expenditures must be presented in sufficient detail for members of the District to understand the findings and implement corrective action.

4.7 **Working Papers**

Working papers shall be retained by the Auditor for a period of five (5) years, unless otherwise specified in writing by the District. Such working papers shall be available for review and audit by the District, representatives of the federal and/or state governments, subsequent audit firm and other individuals designated by the District.

4.8 **Resources to be Provided by the District**

Staff Assistance - The District shall have available appropriate staff to assist the Auditor by providing required information and explanation.

Working Space - The District shall provide the Auditor with the necessary working space. Requests for working space should be directed to the attention of the District Director, Internal Audit one month prior to the time needed.

Worksheets and Supplementary Schedules - Worksheets and Supplementary Schedules prepared by District staff shall be identified and agreed upon as described in Section 5.

4.9 **GASB Statement 34/35**

The auditors will present the financial information as outlined in GASB Statements No. 34 and 35, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments.

In addition, the District may request the assistance of the audit firm to help prepare the year-end adjustments needed for the GASB 34/35 format. This assistance would fall under Supplemental Compensation and Additional services covered in Section 3.24 of the RFP.

5. PROPOSAL RESPONSE REQUIREMENTS

5.1 General Requirements

Each proposer shall complete this portion of the RFP by discussing each item in the order presented. Responses to this Section will be analyzed by District to determine the recommendation of the successful Auditor. Responses to this Section must be legible, clear, accurate, complete, and must be signed by an authorized representative.

5.2 Letter of Transmittal

Summarize your understanding of the work to be done. Indicate the names of the persons who will be authorized to make representations on the part of your firm, their titles, addresses and telephone numbers. The person and/or persons who are authorized to execute the contract on the part of your firm shall sign the transmittal letter.

5.3 Profile of Auditor

State whether your firm is local, regional, national, or international. State the location of the office from which the work will be done if your firm is awarded the contract, and include the number of partners, managers, seniors, supervisors, and other professional staff employed at that office. Describe the range of activities performed by staff at the office from which the work will be done (i.e., auditing, accounting, tax service, management service, etc.). Discuss the staff's experience in auditing school districts, with special emphasis on community colleges, including the number and classifications of personnel.

5.4 Auditor's Staffing and Qualifications

Indicate the name of the person who will manage and supervise the audit services as specified in the RFP. Provide a resume of the manager's and supervisor's background, training, and experience. Specifically discuss the manager's and supervisor's experience in managing audits of the nature and scope of the audit as specified herein, paying particular attention to any community college experience. Also provide resumes of other staff that are expected to work on the audit.

5.5 References

Provide a list of clients for whom your firm has provided auditing services in the past two (2) years. Indicate the scope of the audits performed for each of the referred clients and include the client's name, address, telephone number, and manager. The auditor has the option of including all or a representative sample of clients.

5.6 Cost of the Services

State the maximum annual cost for the audit, as specified in Section 4.3 for the first year for which services will be provided and for each of the two (2) years thereafter.

Costs as specified in this Section shall be based upon the scope of the work for each element as defined in Section 4.3, Subsections a. through g.

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
1) Maximum Annual Cost of the District Audit, including Data Collection Form Preparation and Submittal (a) Anticipated Hours			
2) Maximum Annual Cost of Foundation Audit and Tax Return			
- Coast District Foundation (a) Anticipated Hours			
- Coastline College Foundation (a) Anticipated Hours			
- Golden West College Foundation (a) Anticipated Hours			
- Orange Coast College Foundation (a) Anticipated Hours			
3) Maximum Annual Cost of Enterprise Corporation Audit & Tax Return (a) Anticipated Hours			
4) Maximum Annual Cost of Proposition 39 Audits - Performance (a) Anticipated Hours - Financial (a) Anticipated Hours			
5) Hourly Rates for Additional Work by Level of Staff			
- Partner			
- Manager			
- Senior Staff			

- Junior Staff			
- Other			

No extended services will be performed unless they are authorized in writing by the District and the Agreement covering the work to be done has been amended to reflect such extended services.

5.7 Anticipated Schedule

Provide a work plan detailing out the anticipated dates and amount of time expected to be at the District. The District requires presentation of the audit report to the Audit Committee and the Board of Trustees.

5.8 Supplemental Schedules

Supplemental worksheets and schedules which staff of District are expected to complete must be separately identified.

5.9 Assurances

Include a certification that the Auditor is a properly licensed certified public accountant in good standing with the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants.

State whether the auditor understands that the primary purpose of the examinations specified herein is to express an opinion on the financial statements and that such an examination is subject to the inherent risk that errors or irregularities may not be detected. If conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist or if any other circumstances are encountered that require extended services, the Auditor will promptly advise the District.

State whether the Auditor shall certify that, in accordance with auditing standards and other applicable guidelines and regulations, the Auditor will select the necessary procedures to test compliance and to disclose non-compliance with specified laws, regulations, and contracts.

COST OF THE SERVICES

	2010-2011	2011-2012	2012-2013
1) Maximum annual cost of the District audit, including data collection form preparation and submittal (a) anticipated hours	Cost: \$79,220 Hours: 937	Cost: \$75,650 Hours: 890	Cost: \$75,650 Hours: 846
2) Maximum annual cost of Foundation Audits and Tax return			
Coast (a) anticipated hours	Cost: \$6,341 Hours: 75	Cost: \$6,531 Hours: 75	Cost: \$6,531 Hours: 75
Coastline (a) anticipated hours	Cost: \$6,341 Hours: 75	Cost: \$6,531 Hours: 75	Cost: \$6,531 Hours: 75
Golden West (a) anticipated hours	Cost: \$6,341 Hours: 75	Cost: \$6,531 Hours: 75	Cost: \$6,531 Hours: 75
Orange Coast (a) anticipated hours	Cost: \$6,341 Hours: 75	Cost: \$6,531 Hours: 75	Cost: \$6,531 Hours: 75
3) Maximum annual cost of enterprise Corporation Audit & Tax return (a) anticipated hours	Cost: \$8,032 Hours: 95	Cost: \$8,273 Hours: 95	Cost: \$8,273 Hours: 95
4) Maximum Annual Cost of Proposition 39 audits			
Performance (a) anticipated hours	Cost: \$6,510 Hours: 77	Cost: \$6,705 Hours: 77	Cost: \$6,705 Hours: 77
Financial (a) anticipated hours	Cost: \$2,875 Hours: 34	Cost: \$2,961 Hours: 34	Cost: \$2,961 Hours: 34
Total			
Maximum Annual cost	Cost: \$122,000	Cost: \$116,752	Cost: \$119,713
Anticipated hours	Hours: 1,443	Hours: 1,321	Hours: 1,321
5) Hourly Rates for Additional Work by Level of Staff			
Partner	250	257	257
Principal	250	257	257
Manager	160	165	165
Supervisor	140	144	144
Senior staff	120	124	124

EXHIBIT B

INTRODUCTION
(Board of Trustees)

010-2-28 (BP 2228)
Approved xx/xx/10

TRUSTEES SERVING ON BOARDS OF ANCILLARY ORGANIZATIONS

At the annual organizational meeting, the President of the Board of Trustees, upon approval by the Board of Trustees, shall appoint, for a one-year term, a regular member of the Board of Trustees to serve as a non-voting member of the Board of Directors of each of the District's ancillary organizations, as defined in Section 72670 of the *Education Code*, except for student organizations as defined in Section 76060 of the *Education Code*. Members of the Board of Trustees shall not serve as voting members of a Board of Directors of an ancillary organization of the District.



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **William B. Avery** ("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 **Dir Of Marine Prgrms.**

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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **DL, Range 28, Step 15** (Currently \$129061 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Cheryl L. Babler** ("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 **Vice President.**
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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **34**, Step **7** (Currently \$147455 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



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

1. **Parties.** The Coast Community College District (“District”) and **Robin R. Bachmann** (“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 **Assoc. Dean/Director, Student Health Center.**
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 **7/1/2011** and ending **6/30/2012**. This Agreement expires on **6/30/2012** and is not subject to automatic renewal pursuant to subsection “c” of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by 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 **26** Step **7**, (Currently \$112076 per year) 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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Jeffrey H. Courchaine** ("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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **7** (Currently \$137811 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Corine L. Doughty** ("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 **Director, Career Services.**

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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **26**, Step **7** (Currently \$112076 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Albert M. Gasparian** ("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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **7** (Currently \$137811 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



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

1. **Parties.** The Coast Community College District (“District”) and **Joycelyn M. 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, Military/Contract Ed Programs**

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 **7/1/2011** and ending **6/30/2012**. This Agreement expires on **6/30/2012** and is not subject to automatic renewal pursuant to subsection “c” of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by 90 days prior to the expiration of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.

6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule **DD**, Range **32** Step **6**, (Currently \$128642 per year 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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Janet M. Houlihan** ("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 **Vice President.**

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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **DL**, Range **34**, Step **15** (Currently \$156455 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **David D. Hudson** ("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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **DL**, Range **32**, Step **15** (Currently \$146811 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Danny C. Jones** ("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 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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **DL**, Range **33**, Step **10** (Currently \$145634 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Vinicio J. Lopez** ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **7** (Currently \$137811 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Robert H. Mendoza** ("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, Math & Science.**

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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **DL, Range 32, Step 15** (Currently \$146811 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Kathryn L. Mueller** ("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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **7** (Currently \$137811 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Melinda A. Nish** ("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 **Vice President.**

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 7/1/2011 and ending 6/30/2013. This Agreement expires on 6/30/2013 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **34**, Step **7** (Currently \$147455 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Richard T. Pagel** ("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 **Vice President.**

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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **DL**, Range **34**, Step **10** (Currently \$150455 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Hue T. Pham** ("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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **DL**, Range **32**, Step **10** (Currently \$140811 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Cynthia M. Pienkowski** ("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 **Director, Financial Aid & EOPS.**

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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **DL, Range 24, Step 15** (Currently \$113627 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Joseph E. Poshek** ("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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **7** (Currently \$137811 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Omid A. Pourzanjani** ("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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **7** (Currently \$137811 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Vincent P. Rodriguez** ("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, Distance Learning.**
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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 7** (Currently \$137811 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Bonita L. Roohk** ("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 **7/1/2011** and ending **6/30/2013.** This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 7** (Currently \$137811 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Thomas M. Selzer** ("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 **Gen Mgr Food Service.**
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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **DL, Range 25, Step 10** (Currently \$111276 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Sheri L. Sterner** ("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, Library & Inst Research.**
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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **DL**, Range **32**, Step **10** (Currently \$140811 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Dwayne E. Thompson** ("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 **Assoc 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 **7/1/2011** and ending **6/30/2013**. This Agreement expires on **6/30/2013** and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year 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 **DL**, Range **26**, Step **10** (Currently \$115076 per year), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

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

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

13. **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. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date



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

1. **Parties.** The Coast Community College District (“District”) and **Lois Y. 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 **Admin Director, Workforce Economic Development.**

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 **7/1/2011** and ending **6/30/2012**. This Agreement expires on **6/30/2012** and is not subject to automatic renewal pursuant to subsection “c” of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by 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 **DL**, Range **32** Step **10**, (Currently \$140811 per year 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.

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

