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# AGENDA

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**Coast Community College District  
Regular Meeting of the Board of Trustees  
Date: Wednesday, February 16, 2011  
5:00 p.m. Closed Session 6:30 p.m. Regular Meeting  
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

**1.00 Preliminary Matters**

**1.01 Call to Order**

**1.02 Roll Call**

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

*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. Interim Dean, Counseling and Special Programs
6. Classified Management
7. Classified Staff
8. Reclassification and Reorganization/Reassignment

9. Classified Temporary Assignments
  - a. Military Contract Education Tech III
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 Labor Negotiator  
(Pursuant to Government 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

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

Morgenstern v. Orange Coast College et al., Orange County Superior Court  
Case No. 30-2008-00109222  
Jacobson v. Coast Community College District (Arbitration)  
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  
Coast Community College Association vs. Coast Community College District (Arbitration)  
Damian Rodriguez vs. George Phan et al., Orange County Superior  
Court Case No, 30-2011-00445563

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

Threatened Litigation by Janet Redding

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

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 – Trustee Lorraine Prinsky, Board Clerk**

**1.07 Report of Action in Closed Session (if any)**

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

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*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.*

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

**1.09.01 Public Hearing - Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911) Initial Proposal to Negotiate the Agreement between the Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911) and the Coast Community College District.**

**2.00 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**

**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 Report from the Career Technical Education Committee Chair, Trustee Jim Moreno**

**2.09 Review of Internal Audit Report**

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

**3.01 Board Meeting Dates**

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

**3.03 The Board Directives Log**

**3.04 Buildings and Grounds Reports**

Orange Coast College New Consumer Health & Science Lab (ABC) Building  
Golden West College Learning Resource Center  
Coastline College Newport Beach Learning Center

**3.05 Opportunity for the Board of Trustees to Discuss Proposed New Policy BP 2228 (010-2-28), Board of Trustees' Audit and Budget Committee and deletion of BP 2221 (010-2-16) Board of Trustees' Audit Committee and BP 2226 (010-2-26) Board of Trustees' Budget Committee**

**3.06 Opportunity for Review of the Coast Community College District Revised Board Policies Website Page**

**CONSENT CALENDAR**

**4.00 Travel**

**4.01 Authorization for Attendance at Meetings and/or Conferences**

**5.00 Authorization for Student Trips**

**5.01 CCC – Student Trips**

**5.02 GWC – Student Trips**

**5.03 OCC – Student Trips**

**6.00 Authorization for Special Projects**

**6.01 CCC – Special Projects**

**6.02 GWC – Special Projects**

**6.03 OCC – Special Projects**

**7.00 Authorization for Disposal of Surplus**

**7.01 DIS – Disposal of Surplus**

**8.00 Approval of Standard Agreements**



- 8.01 CCC – Standard Agreements**
  - 8.02 GWC – Standard Agreements**
  - 8.03 OCC – Standard Agreements**
- 9.00 Authorization for Purchase of Institutional Memberships**
  - 9.01 CCC – Institutional Memberships**
  - 9.02 DIS – Institutional Memberships**
  - 9.03 GWC – Institutional Memberships**
  - 9.04 OCC – Institutional Memberships**
- 10.00 Authorization for Sailing Program**
  - 10.01 OCC – Sailing Program**
- 11.00 Personnel Items**
  - 11.01 DIS – Personnel Items**
    - a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
    - b. Authorization for Changes in Salary Schedules
    - c. Authorization for Professional Experts
    - d. Authorization for Monthly Travel Allowances
- 12.00 Authorization for Independent Contractors**
  - 12.01 CCC – Independent Contractors**
  - 12.02 DIS – Independent Contractors**
  - 12.03 GWC – Independent Contractors**
  - 12.04 OCC – Independent Contractors**
- 13.00 Authorization for Staff Development**
  - 13.01 GWC – Staff Development**
- 14.00 Approval of Purchase Orders**
  - 14.01 DIS – Purchase Orders**
- 15.00 Ratification/Approval of Checks**

- 15.01 DIS – Ratification/Approval of Checks
- 16.00 Check List for General Obligation Bond Fund
  - 16.01 DIS –General Obligation Bond Fund

**ACTION SECTION**

**17.00 Approval of Agreements**

- 17.01 DIS – Approve Agreement between KJLA, LLC, a Delaware Limited Liability Company and the Coast Community College District for Licensing of Space at the La Habra Heights Broadcasting Facility
- 17.02 DIS - Approve Non-Standard Agreement between ImPACT Applications, Inc. (Immediate Post-Concussion Assessment and Cognitive Testing) and the Coast Community College District to Provide Computer Software for Clinical Management of Sports-Related Concussion Assessment
- 17.03 DIS – Approval of Employment Agreement, Interim Dean, Counseling & Special Programs, CCC
- 17.04 DIS - Authorization for Approval of Revised Addendum No. 2 to URS Corporation Construction Management Agreement, Golden West College Learning Resource Center
- 17.05 GWC – Approve Non-Standard Agreement between Institute of Reading Development and the Coast Community College District to Teach a Series of Reading Enrichment Programs
- 17.06 GWC – Approve Amendment to Non-Standard Agreement between Commission on Peace Officers and Standards Training (POST) and the Coast Community College District for Legal Update Training of California Law
- 17.07 OCC – Approve Agreement between the Clarus Corporation and the Coast Community College District for the Purpose of Conducting an Internal and External Communications Audit
- 17.08 OCC – Approve Agreement between the Core Performance Concepts Inc. and the Coast Community College District for the Purpose of Teaching Effective Project Management Training Course Offered by Orange Coast College

**18.00 Buildings and Grounds Approvals**

- 18.01 DIS – Bid Tabulations and Award of C-Arm X-Ray System for the Orange Coast College (ABC Building); Bid No. 1991

**19.00 General Items of Business**

- 19.01 DIS – CCC – Authorization for Coastline Community College to Conduct a Short-term Study Abroad Program in Italy during Summer 2012

- 19.02 DIS – Approval of Chancellor Recruitment Process**
- 19.03 DIS – Appoint Task Force to Review Board of Trustees’ Policies**
- 19.04 DIS – Approval of Contractors for FY 2010-2011 Pursuant to District’s Standard Annual Agreement for Contractor Services**
- 19.05 DIS - Authorization to Purchase a Hewlett Packard (HP) Computer server to Upgrade Orange Coast College’s Technology Infrastructure using the Western States Contracting Alliance (WSCA) Master Price Agreement From CompuCom Systems, Inc.**
- 19.06 DIS – Appointment of Trustee to Participate in Shareholders Meetings of the Enterprise Corporation**
- 19.07 DIS – Appointment of Trustee Representative to Serve as Liaisons to District Auxilliary Organizations**
- 20.00 Resolutions**
  - 20.01 Revision of Resolution # 11-04 to Establish Nonresident Tuition Fee, 2011/2012**
  - 20.02 Resolution # 11-16 Authorizing Payment for Trustee Absent from Board Meeting**
  - 20.03 Resolution # 11-07 to Adopt September to December 2010 Budget Transfers**
  - 20.04 Resolution # 11-18 to Increase Income and Expenditure Budget for 2010-2011**
- 21.00 Approval of Minutes**
  - 21.01 DIS - Approval of Minutes**
- 22.00 Policy Implementation**
  - 22.01 DIS – Adoption of Policy BP 3600 (040-16-1) Auxilliary Organizations**
  - 22.02 OCC - Adoption of Revised Policies BP 6701 (040-2-1) Use of Facilities and BP 6702 (040-2-1.1) Usage Fees for Facilities and/or Equipment Coastline - Golden West - Orange Coast**
- 23.00 Close of Meeting**
  - 23.01 Public Comment (Items Not on Agenda)**
  - 23.02 Adjournment**



**PRELIMINARY MATTERS**  
(White Pages)

**Wednesday, February 16, 2011  
Regular Meeting**

**1. Preliminary Matters**

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**Subject**            **1.01 - 1.09.01 Preliminary Matters**  
**Meeting**           Feb 16, 2011 - Regular Meeting  
**Category**        1. Preliminary Matters  
**Access**           Public  
**Type**             Preliminary Matters

**1.01 Call to Order**

**1.02 Roll Call**

**1.03 Public Comment (Closed Session - Items on Agenda)**

**1.04 Recess to Closed Session**

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

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

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

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

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

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

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

**1.06 Pledge of Allegiance -Trustee Dr. Lorraine Prinsky, Clerk**

**1.07 Report of Action in Closed Session (if any)**

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

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

**1.09.01 Public Hearing - Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911) Initial Proposal to Negotiate the Agreement between the Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911) and the Coast Community College District.**

It is recommended by the Chancellor and the Vice Chancellor for Human Resources that the Board of

Trustees, in compliance with the necessary PERB legal procedures, provide an opportunity for any public comment on the initial proposal made by the Coast Federation of Educators/American Federation of Teachers-Local 1911 (CFE/AFT) on February 2, 2010 to negotiate the Agreement between the Coast Federation of Educators/American Federation of Teachers-Local 1911 (CFE/AFT) and the Coast Community College District.

**Initial Proposal of the Coast Federation of Educators/American Federation of Teachers  
Local 1911 to Negotiate a Successor Agreement with the Coast Community College  
District**

The Coast Federation of Educators, AFT Local 1911, AFL-CIO (Federation) submits the following for public review and comment as part of the process of negotiating to replace the current bargaining unit agreement that expires on June 30, 2011.

The Coast Federation of Educators, AFT Local 1911, AFL-CIO, believes that the faculty are the backbone of the Coast Community College District. When faculty are given optimum environment, support, and respect, they can maximize their effectiveness which in turn helps our students reach their goals. Successful students benefit the community at large, and ultimately, our state, California. Reaching these educational goals can be achieved through the interests of fairness in compensation, quality in programs, and excellence in reputation.

Increasingly, more is being asked of faculty with less time and support. Many of our disciplines are rapidly evolving, requiring constant updating of expertise in our fields. Additionally, much updating is required for licensing and accreditation of programs. Students are coming to our classrooms with an increasingly wider variety of needs and skill levels, demanding more of their instructors. Faculty are being asked to provide more documentation to address technological changes and reporting agency mandates, well beyond the standard grading and evaluations mandated in our contract. Fiscal constraints have reduced our ranks by more than 20% over the last 10 years, adding layers of responsibility to full-time tenured faculty and part-time faculty as they take on the department, discipline, and college responsibilities previously provided by their former colleagues, well beyond what is stipulated in our current contract. Meanwhile, the number of students we serve has increased, further amplifying demands on an already overtaxed faculty.

The bargaining unit agreement between the Coast Federation of Educators and the Coast Community College District has not been fully renegotiated since 2002. In the interim, the parties have negotiated modifications to a handful of articles, but the agreement in its current state is long overdue for updating and currency. For example, the special working conditions associated with distance learning, absolutely necessary for online student success, are barely mentioned in our contract. Distance learning has grown exponentially during the last eight years.

As a result of extensive surveys and meetings with our members, experience with enforcement of the current contract, and changing conditions of the workplace, the Federation has formed a team that has been preparing to negotiate a successor agreement. We believe the faculty, the students, the District, and the larger community will be well served by this new agreement. Therefore, we offer the following interests for negotiation. The Federation reserves its rights to modify its initial proposal, for example, by opening additional articles and/or sections, as it deems necessary and appropriate.

The following Federation interests will be served by the opening and negotiating of the articles identified in parentheses:

- Amending and defining terms used in the agreement, including but not limited to the definition of our unit (Article 2)
- Clarifying the role of the calendar committee and duty vs. non-duty days (Article 3)



- Amending and clarifying the rights of the District as they relate to faculty working conditions (Article 4)
- Increasing the rights of the Federation to reflect current practices, needs, and technology (Article 5)
- Increasing the usefulness of faculty evaluations to improve instruction (Article 8)
- Increasing the Federation's involvement in program review as it relates to working conditions (Article 9)
- Addressing textbook issues, and improving working conditions for IUA's / Department Chairs (Article 10)
- Addressing faculty workload concerns, loading factors, developing a viable overload banking program, and improving representation to our members (Article 11)
- Increasing faculty safety at the workplace, clarifying faculty office issues, clarifying duty vs. non-duty days, and improving scheduling processes. (Article 12)
- Addressing partial day sick leave issues, transfer of sick leave to colleagues, and other sick leave issues (Article 14)
- Negotiating a new article that standardizes and clarifies processes and procedures regarding student complaints and grievances against faculty (replacing Article 15)
- Improving faculty leave rights (Article 17)
- Clarifying issues regarding the pre-retirement program, and offering retirement incentives for members. (Article 18)
- Expanding professional development opportunities for members in order to stay abreast of changes in their fields of expertise (Article 21)
- Improving transfers and reassignments to better serve faculty in their instructional areas (Article 22)
- Increasing the rights of faculty to their intellectual property (Article 23)
- Strengthening faculty organizational rights (Article 25)



**GENERAL INFORMATION AND REPORTS**  
(White Pages)

## **2. Informative Reports**

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<b>Subject</b>	<b>2.01 - 2.09 Informative Reports</b>
Meeting	Feb 16, 2011 - Regular Meeting
Category	2. Informative Reports
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 Jim Moreno, Board Vice President  
Trustee Dr. Lorraine Prinsky, Board Clerk  
Trustee Mary L. Hornbuckle  
Trustee David A. Grant  
Student Trustee Lee Fuller

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

Accreditation Committee

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

**Land Development** - March 10, 2011 at 1:00 p.m., Board of Trustees' Conference Room

**Personnel** - March 17, 2011 at 3:00 p.m., Board of Trustees' Conference Room

**Audit and Budget** - March 22, 2011 at 3:00 p.m., Board of Trustees' Conference Room

**Career Technical Education** - April 5, 2011 at 10:00 a.m., Board of Trustees' Conference Room

## **2.08 Report from the Career Technical Education Committee Chair, Trustee Jim Moreno**

At this time, Career Technical Education Committee Chair Trustee Jim Moreno will provide a report from the February 3, 2011 Career Technical Education Committee meeting. (See Attachment # 1)

## **2.09 Review of Internal Audit Report**

The following Activity Report for the period October 1, 2010 through December 31, 2010, is submitted by: Richard Kudlik, CPA, Director of Internal Audit Services.

### **A. STATUS OF AUDIT WORK PERFORMED DURING THE QUARTER ENDED DECEMBER 2010**

1. 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.

2. Review of Bank Reconciliations – During the reporting period, Internal Audit Services reviewed account reconciliations for open bank accounts for the quarter ended September 30, 2010. No significant issues were noted.

3. Payroll – During the reporting period, Internal Audit Services reviewed changes made to each payroll report from July 1, 2010 through September 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.

4. 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. No significant issues were noted.

5. 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. No significant issues were noted.

6. Travel & Tourism Audit – During the reporting period, Internal Audit Services performed an audit of the travel and tourism division at Orange Coast College to ensure that proper procedures were being followed. Several recommendations to improve internal controls have been provided and are in the process of being implemented.

7. Coordination of External Audit – During the reporting period, Internal Audit Services continued to coordinate the audit of Vicenti, Lloyd & Stutzman, LLP for the fiscal year 2009/2010. The final District audit report was presented to the Board of Trustees at the December 8, 2010 meeting. The District report was filed with the State Chancellor's Office prior to the December 31, 2010 deadline, as required.

### **3. Matters for Review, Discussion and/or Action**

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**Subject**            **3.01 - 3.06 Matters for Review, Discussion and/or Action**  
**Meeting**           Feb 16, 2011 - Regular Meeting  
**Category**        3. Matters for Review, Discussion and/or Action  
**Access**           Public  
**Type**             Consent

#### **3.01 Board Meeting Dates**

March 2, 2011 - Regular Meeting  
March 16, 2011 - Regular/Study Session  
April 6, 2011 - Special Meeting Study Session at 3:30 followed by 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 14, 2011 - Organizational Meeting

#### **3.02 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)**

March 8-11, 2011 Pacific Grove, CCLC Asilomar Leadership Skills Seminar  
March 16-18, 2011 Las Vegas, NV, ACCT, Governance Leadership Institute  
March 21, 2011 Sacramento, CA, CCLC, Phi Theta Kappa All-California Academic Team Awards  
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  
June 23-25, 2011 Ventura Beach, CA, CCLC, Classified Leadership Institute  
August 3-5, 2011 Washington D.C., ACCT, New Trustee Governance Leadership Institute  
August 12-13, 2011 San Francisco, CA, CCLC Student Trustee Workshop  
October 12-15, 2011 Dallas, TX, ACCT Annual Leadership Congress  
November 17-19, 2011 San Jose, CA, CCLC, Annual Convention and Partner Conferences

#### **3.03 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.

#### **3.04 Buildings and Grounds Reports**

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

Architect: LPA Architecture

Construction Manager: CW Driver

Est. Completion: January 2011

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

**Project Status:** Preliminary feedback from faculty, staff, and students is extremely positive. This complex provides students with state-of-the-art equipment to support the Allied Health, Biology, and Consumer Science (ABC) programs. Ongoing adjustments are being made in order to commission the building for Leadership in Energy Efficient Design (LEED) certification. We have postponed the approval of Notices of Completion until the March 2<sup>nd</sup> Board meeting, as we continue closeout/change order discussions with prime contractors.

### **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:** American Fire & Casualty Insurance, has designated Harbor Construction Company, Inc. as the completion contractor. AFCI has reached ratification agreements with all, but one, of the former subcontractors which allows them to mobilize resources to the jobsite. A completion schedule has been finalized with all prime contractors and reflects completion on May 2, 2011, however the project team is hoping to better that schedule.

### **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:** Due to some DSA required revisions, the bid deadline has been extended to February 15<sup>th</sup> to allow adequate time for bidders to incorporate scope changes into their bid submission. A recommendation for award will be presented on the March 2<sup>nd</sup> Board agenda for consideration.

### **3.05 Opportunity for the Board of Trustees to Discuss Proposed New Policy BP 2228 (010-2-28), Board of Trustees' Audit and Budget Committee and deletion of BP 2221 (010-2-16) Board of Trustees' Audit Committee and BP 2226 (010-2-26) Board of Trustees' Budget Committee**

At the December 8, 2010 Board of Trustees meeting, on a motion by Trustee Hornbuckle and seconded by Trustee Fuller, the Board voted unanimously to combine the Audit and Budget Committees and to appoint Trustee Moreno for a term ending December 2012, and to continue Ms. Hornbuckle's term through December 2012.

After review by the Board of Trustees' Audit Committee and at the request of the Board Clerk, Trustees shall have the opportunity to discuss Proposed New Policy BP 2228 (010-2-28), Board of Trustees' Audit and Budget Committee.

Upon Board approval of proposed new policy BP 2228 (010-2-28) Board of Trustees' Audit and Budget Committee, the Board Clerk recommends the deletion of existing policies BP 2221 (010-2-16) Board of Trustees' Audit Committee and BP 2226 (010-2-26) Board of Trustees' Budget Committee. (See attachment # 2)

After Trustee review and comment, BP 2228 (010-2-28) Board of Trustees' Audit and Budget Committee, will be returned to the Action Section of the March 2, 2011 Agenda for adoption. (See Attachment # 3)

### **3.06 Opportunity for Review of the Coast Community College District Revised Board Policies Website Page**

At the request of the Board President, Board Policies have been re-numbered to align with the system of the Community College League of California. The Board's web pages that house the policies have been restructured to accommodate the new system. At this time Trustees shall have the opportunity to review and comment on the new policy format, numbering system and the design of the Board's web page.

A working model of the revised website can be viewed at the following link:

<http://www.cccd.edu/board/policies/>

#### **File Attachments**

[02-16-11 Meeting.pdf \(17 KB\)](#)

[Prior Budget and Audit Policies with strikethroughs.pdf \(149 KB\)](#)

[Audit and Budget Policy 2-16-11 Meeting.pdf \(141 KB\)](#)



## **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.

**Agenda Item Details**

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Meeting	Feb 16, 2011 - Regular Meeting
Category	4. Travel
Subject	4.01 Authorization for Attendance at Meetings and/or Conferences
Access	Public
Type	Consent

**Authorization for Attendance at Meetings and/or Conferences**

## **Meetings for the Board of Trustees**

LEE FULLER, Student Trustee (CCCD), to attend the Orange County School Boards Association/ACSA Region XVII Dinner Meeting, March 9, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$31, including a registration fee of \$31, to be paid from District Conference Funds.

LEE FULLER, Student Trustee (CCCD), to attend the District Student Council Lobby Day, March 8, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$200, including travel by Air Coach, to be paid from District Student Council.

CONRAD J MORENO, Board Member (CCCD), to attend the Orange County School Boards Association/ACSA Region XVII Dinner Meeting, March 9, 2011, Costa Mesa, CA, with reimbursement for actual expenses, including a registration fee of \$31, to be paid from District Conference Funds.

JERRY M PATTERSON, Board Member (CCCD), to attend the District Student Council Lobby Day, March 8, 2011, Sacramento, CA, with reimbursement for actual expenses, including travel by Air Coach, to be paid from District Conference Funds.

LORRAINE E PRINSKY, Board Member (CCCD), to attend the District Student Council Lobby Day, March 8, 2011, Sacramento, CA, with reimbursement for actual expenses, including travel by Air Coach, to be paid from District Conference Funds.

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

ROBERTA S ADLER, Hourly Instructor (CCC), to attend the Western Regional American Music Therapy Association, March 31-April 3, 2011, Long Beach, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal Funds.

AMANDA BEST, Instructor (GWC), to attend the Spring 2011 Discipline Input Group Meetings C-ID, March 11, 2011, Irvine, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to District.

SUSAN M BIERLICH, Director, Child Care Center (OCC), to attend the California Child Development Administrators Association, March 13 - 16, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$305, travel by Air Coach, to be paid from Children's Center Foundation Funds.

PETE BOUZAR, Instructor (GWC), to attend the Tesla Motors Tour, March 21-23, 2011, Palo Alto, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from WIP Grant.

CRYSTAL D CRANE, Dir Of Personnl Svcs (GWC), to attend the SunGard Summit 2011, March 19 - 23, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$3,400, including a registration fee of \$1,125, travel by Air Coach, to be paid from Voyager Conference Funds. To stay current with Banner, Self Service, and Lumious.

DING-JO H CURRIE, Chancellor (CCCD), to attend the Joint Orange County School Boards Association/Association of California School Administrators Region XVII Dinner Meeting, March 9, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for actual expenses, to be paid from Chancellor's Conference funds.

DING-JO H CURRIE, Chancellor (CCCD), to attend the American Council on Education's (ACE) 93<sup>rd</sup> Annual Meeting and Higher Education Resource Services (HERS) Board of Directors' Meeting (held in conjunction with the ACE meeting), March 3-8, 2011, Washington, D.C., without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from CCCD Foundation funds.

JOHN D FARMER, Security Coordinator (OCC), to attend the California School Safety and Technology Conference, April 7 - 8, 2011, Anaheim, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

DANIEL O GORMAN, Systm/Ntwrk Anlyst 1 (CCCD), to attend the SunGard Summit 2011, March 19 - 23, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$2,900, including a registration fee of \$975, travel by Air Coach, rental car and insurance, to be paid from Voyager Conference Funds .To stay up on Banner Training and Updates.

JOYCELYN M GROOT, Dean Mil/Corp & Comm Pro (CCC), to attend the Virginia Advisory Council on Military Education Annual Conference, March 21-25, 2001, Virginia Beach, VA, without loss of salary, with reimbursement for allowable expenses of \$1,650, including travel by Air Coach, rental car and insurance, to be paid from Contract Education Auxiliary funds.

CARMELLA R HARDY, Staff Aide (OCC), to attend the Intensive: Encaustic for Photographers, April 28 - May 1, 2011, Santa Fe, NM, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$425, travel by Air Coach, to be paid from Classified Professional Development Funds.

ELI R JARAMILLO, Hourly Instructor (GWC), to attend the Tesla Motors Tour, March 21-23, 2011, Palo Alto, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from WIP Grant.

BARBARA JEAN H JONES, Instructor (GWC), to attend the Microsoft Education Roadshow, Tempe, AZ, February 16-17, 2011, without loss of salary, with reimbursement for allowable expenses of \$366 and travel by personal car not to exceed

equivalent airfare to be paid from VTEA/Perkins funds. The reason for this revision is to change the travel dates.

NANCY S JONES, Instructor (CCC), to attend the Asilomar Leadership Skills Seminar, March 8-11, 2011, Pacific Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$1,625, including a registration fee of \$1,175, travel by Air Coach, to be paid from PDI Conference & Workshops, President's Discretionary Budget.

VALERIE A KLEIN, Instructor (GWC), to attend the California Organization of Associate Degree Nursing Directors Spring 2011 Statewide Conference, March 2-4, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$200, to be paid from Foundation Nursing Projects.

BRYAN J KRAMER, Instructor (GWC), to attend the Tesla Motors Tour, March 21-23, 2011, Palo Alto, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from WIP Grant.

BRYAN J KRAMER, Instructor (GWC), to attend the California Community Colleges Association for Occupational Education Spring 2011 Conference, March 22-25, 2011, Oakland, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$420, travel by Air Coach, to be paid from VTEA/Perkins funds.

KAREN A KUEHNER, Staff Aide (GWC), to attend the CurricUNET Users' Group Conference, April 8, 2011, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$35, to be paid from VP Office of Instruction Conference Funds.

FREDERICK J LOCKWOOD, Instructor (CCC), to attend the Business Education Statewide Advisory Committee (BESAC) Meeting, February 18, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including travel by Air Coach, to be paid from CTE-VTEA-IB Discipline/Industry Collaborative for Business Education (BIC) grant.

ANTHONY MACIEL, Dir Tech Supprt Svc (GWC), to attend the SunGard Summit 2011, March 19 - 23, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$3,400, including a registration fee of \$1,125, travel by Air Coach, to be paid from Voyager Conference Funds. To stay current with Banner, Self Service and Lumious.

ANTHONY MACIEL, Dir Tech Supprt Svc (GWC), to attend the Chief Information Systems Officers Association 2011 Annual Conference, April 3-6, 2011, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$375, travel by Air Coach, to be paid from Technology funds.

ILIANA C MARIN, Grants Proj Asst (CCC), to attend the Business Education Statewide Advisory Committee (BESAC) Meeting, February 18, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including travel by Air Coach, to be paid from CTE-VTEA-IB Discipline/Industry Collaborative for Business Education (BIC) grant.

CARLA R MARTINEZ, Student Serv Coord (OCC), to attend the Lobby Day, March 8, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from ASOCC funds.

CARLA R MARTINEZ, Student Serv Coord (OCC), to attend the March in March, March 13 - 14, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$700, to be paid from ASOCC funds.

CARLA R MARTINEZ, Student Serv Coord (OCC), to attend the Student Senate General Assembly, April 1 - 3, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$195, travel by Air Coach, rental car and insurance, to be paid from ASOCC funds.

RICHARD C MATHIAS, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee (BESAC) Meeting, February 18, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including travel by Air Coach, to be paid from CTE-VTEA-IB Discipline/Industry Collaborative for Business Education (BIC) grant.

MELISSA M MOSER, Dir Financial Aid (OCC), to attend the State Chancellor's All Financial Aid Directors' Training, March 14 - 16, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$75, travel by Air Coach, to be paid from Categorical funds. The reason for this revision is to add reimbursement for registration amount.

MELISSA M MOSER, Dir Financial Aid (OCC), to attend the California Association of Student Financial Aid Administrators, March 13 - 14, 2011, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

MELISSA M MOSER, Dir Financial Aid (OCC), to attend the California Association of Student Financial Aid Administrators, June 12 - 13, 2011, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

MELISSA M MOSER, Dir Financial Aid (OCC), to attend the California Association of Student Financial Aid, November 6 - 7, 2011, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

KATHRYN L MUELLER, Dean (OCC), to attend the National Association of Student Personnel Administrators National Conference, March 11 - 16, 2011, Philadelphia, PA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

VINCENT V NGO, Student Fin Aid Spec (OCC), to attend the Jae Limited Grammar and Writing Workshop, April 11 - 14, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$880, including a registration fee of \$598, to be paid from BFAP Funds.

MELINDA A NISH, Vice President (OCC), to attend the California Community College Chief Instructional Officers Consultation Council, March 17, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from VPI Management Conferences funds.

MARY I O'CONNOR, Prog Mgr Rhorc (GWC), to attend the California Community College Association for Occupational Education Spring 2011 Conference, March 23-25, 2011, Oakland, CA, without loss of salary, with reimbursement for allowable expenses of \$975, including a registration fee of \$395, travel by Air Coach, to be paid from EWD/RHORC Grant funds.

RINA A PADILLA, Student Fin Aid Spec BFAP (OCC), to attend the California Community Colleges Student Financial Aid Administrators Association, April 20, 2011, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$200, including a registration fee of \$75, to be paid from Categorical Financial Aid Funds.

HUE T PHAM, Dean (OCC), to attend the Extended Opportunity Programs & Services/Cooperative Agencies Resources for Education Statewide Technical Assistance Training, March 7 - 9, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$95, travel by Air Coach, to be paid from Extended Opportunity Programs and Services fund.

OMID A POURZANJANI, Dean (GWC), to attend the Tesla Motors Tour, March 21-23, 2011, Palo Alto, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from WIP Grant.

OMID A POURZANJANI, Dean (GWC), to attend the California Community Colleges Association for Occupational Education Spring 2011 Conference, March 22-25, 2011, Oakland, CA, without loss of salary, with reimbursement for allowable expenses of \$1300, including a registration fee of \$420, travel by Air Coach, to be paid from VTEA/Perkins funds.

BONITA L ROOHK, Dean (GWC), to attend the Tesla Motors Tour, March 21-23, 2011, Palo Alto, CA, without loss of salary, with reimbursement for allowable expenses of

\$750, including travel by Air Coach, rental car and insurance, to be paid from WIP Grant.

VIDA SHAJIE, Counselor (OCC), to attend the Extended Opportunity Programs & Services/Cooperative Agencies Resources for Education Statewide Technical Assistance Training, March 7 - 9, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$95, travel by Air Coach, to be paid from Extended Opportunity Programs and Services fund.

STEPHEN Y TAMANAHA, Director (OCC), to attend the California Community College Athletic Association Conference, March 28 - April 1, 2011, San Mateo, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$300, travel by Air Coach, to be paid from CDMA Professional and Staff Development Funds.

CHRISTIAN B TEETER, Sec'y to Board of Trustees (CCCD), to attend the District Student Council Lobby Day, March 8, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$200, including travel by Air Coach, to be paid from District Student Council.

DEBORAH A TETNOWSKI, Sys Analyst Special (CCC), to attend the SunGard Summit 2011, March 18 - 23, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$3,200, including a registration fee of \$975, travel by Air Coach, rental car and insurance, to be paid from Voyager Conference Funds. To learn more about Banner software.

MARY K THAYER, Applic Project Coor (CCCD), to attend the SunGard Summit 2011, March 19 - 23, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$3,075, including a registration fee of \$1,075, travel by Air Coach, rental car and insurance, to be paid from DIS Application Support CFCE Conference funds. To stay up to speed with Banner, Self Service and Luminous.

KATHIE T TRAN, Student Fin Aid Supervisor (OCC), to attend the Jae Limited Grammar and Writing Workshop, April 11 - 14, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$880, including a registration fee of \$598, to be paid from BFAP Funds.

MAX VORATHAVORN, Applic Sys Anly/Prg (CCCD), to attend the SunGard Summit, March 19 - 23, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$3,000, including a registration fee of \$925, travel by Air Coach, rental car and insurance, to be paid from DIS Application Support CFCE Conference funds. To stay up to speed with Banner, Self Service and Luminous.

JENNY VU, Student Fin Aid Spec (OCC), to attend the California Community College Student Financial Aid Administrators Association Spring Training, April 20, 2011, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of



\$200, including a registration fee of \$75, to be paid from Categorical Financial Aid Funds.

JENNY VU, Student Fin Aid Spec (OCC), to attend the Jae Limited Grammar and Writing Workshop, April 11 - 14, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$880, including a registration fee of \$598, to be paid from BFAP Funds.

## **5. Authorization for Student Trips**

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**Subject**            **5.01 CCC - Student Trips**  
**Meeting**           **Feb 16, 2011 - Regular Meeting**  
**Category**          **5. 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: Lobby Day

Location: Sacramento

Dates: March 8, 2011

Department: Student Services/Associated Student Government

Cost/purpose/funding source: NTE \$2,500/To advocate on behalf of Coastline students with legislators at the State Capitol/ASG funds.

Transportation: Air/local transportation

Conference/Activity: March-In-March Rally

Location: Sacramento

Dates: March 13 - March 14, 2011

Department: Student Services/ Associated Student Government

Cost/purpose/funding source: NTE \$3,000/Statewide Student Advocacy Day/ASG funds.

Transportation: District transportation

**Subject**            **5.02 GWC - Student Trips**  
**Meeting**            Feb 16, 2011 - Regular Meeting  
**Category**           5. 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.**

Field Trip to African American Museum and Watt's Tower

Location: Los Angeles, California

Date(s): February 25, 2011

Department: Student Activities

Cost/purpose/funding source: \$310 for entrance fees from Associated Students funds.

Alpha Gamma Sigma Honor Society 85<sup>th</sup> Annual State Convention

Location: Ontario, CA

Date(s): April 1-3, 2011

Department: Student Activities

Cost/purpose/funding source: \$2,500 for registration, District transportation, food and lodging from ASGWC and/or Alpha Gamma Sigma Honor Society club funds.

**Subject**            **5.03 OCC - Student Trips**  
**Meeting**           **Feb 16, 2011 - Regular Meeting**  
**Category**          **5. 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.**

**Lobby Day**

**Location:** Sacramento, CA

**Dates:** March 8, 2011

**Department:** OCC- ASOCC

**Cost/Purpose/Funding:** Total Amount \$2,000; airfare, meals, parking, transportation, supplies and miscellaneous expenses; to be paid from ASOCC funds.

**Transportation:** Air

**March in March**

**Location:** Sacramento, CA

**Dates:** March 13 - 14, 2011

**Department:** OCC- ASOCC

**Cost/Purpose/Funding:** Total Amount \$5,000; hotel, transportation, meals and miscellaneous expenses; to be paid from ASOCC funds

**Transportation:** District transportation

**Student Senate Spring General Assembly**

**Location:** Sacramento, CA

**Dates:** April 1 - 4, 2011

**Department:** OCC - ASOCC

**Cost/Purpose Funding:** Total Amount \$6,000; registration, hotel accommodations, ground transportation, meals, parking, supplies and miscellaneous expenses; ASOCC funds

**Transportation:** Air

**Power Shift 2011**

**Location:** Washington, D.C.

**Dates:** April 1 - 4, 2011

**Department:** OCC- ASOCC

**Cost/Purpose/Funding:** Total Amount \$7,500; conference registration, airfare, hotel accommodations, ground transportation, meals, parking, and supplies and miscellaneous expenses; ASOCC funds

**Transportation:** Air

## **6. Authorization for Special Projects**

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**Subject**            **6.01 CCC - Special Projects**  
**Meeting**           **Feb 16, 2011 - Regular Meeting**  
**Category**          **6. Authorization for Special Projects**  
**Access**            **Public**  
**Type**               **Consent**

**Collaborative Leadership in Homeland Security Certificate Program**

**Date:** March 28 - April 1, 2011; 8:00 a.m. – 5:00 p.m.

**Location:** Garden Grove Center

**Department:** Emergency Management

**Purpose:** To provide free training to the District emergency response staff and county partners to enhance partnership roles and develop critical decision making and collaborative leadership skills during a disaster or crisis-related event.

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

**Project/Activity:** Free Basic Computer Skills Classes for Senior Citizens

**Date:** Saturdays beginning March 5 through May 28, 2011 (9:30 a.m. to 12:30 p.m.)

**Location:** Garden Grove Center

**Department:** Co-sponsored with Buoi-Chu Van An Alumni Association

**Purpose:** Community Outreach

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

**Subject**            **6.02 GWC - Special Projects**  
**Meeting**           Feb 16, 2011 - Regular Meeting  
**Category**          6. Authorization for Special Projects  
**Access**            Public  
**Type**                Consent

**SoCal SQL Conference**

**Date(s):** April 9, 2011

**Department:** Career & Technical Education

**Purpose:** Provide free conference to SQL Server Professionals and Students

**Cost/purpose/funding source:** No Cost to the College

**Invitational Softball Tournament**

**Date(s):** March 4-6, 2011

**Department:** PE/Athletics

**Purpose:** Competition for softball team and fundraiser

**Cost/purpose/funding source:** \$7,000 for tournament expenses (umpires, awards, port-o-potties, snack bar, t-shirts, field crew, athletic trainers and programs) to be paid for by tournament entry fees of participating teams and Women's Softball Tournament trust funds. Income of \$1,000 anticipated after expenses are paid.

**Summer Swim Lessons**

**Date(s):** June – August, 2011

**Department:** PE/HE/Athletics

**Purpose:** To provide swim lessons to the community.

**Cost/purpose/funding source:** \$75,000 for personnel costs, supplies, registration services, and other related expenses from collected funds. Income of \$27,000 anticipated after expenses are paid.

**Artist in Residence Design Program**

**Date(s):** February 25 – 27, 2011

**Department:** Student Activities

**Purpose:** Provide the Floral Design Club and community members an opportunity to observe guest artists on various floral creations.

**Cost/purpose/funding source:** \$500 for flowers, supplies and refreshments from club funds.

**Medical Surgical Nursing Certification course at Fountain Valley Hospital by Academy for Medical-Surgical Nurses**

**Date(s):** March 29-30, 2011

**Department:** Health Professions-HWI/RHRC

**Purpose:** Provide two-day workshop to prepare nurses for certification

**Cost/purpose/funding source:** \$2,500 for food, supplies, and vendor lodging from RHRC Trust funds to be covered by course fees collected.

(Revision is to add vendor lodging. Previous Board action: 2/2/11.)

**Subject**            **6.03 OCC - Special Projects**  
**Meeting**            Feb 16, 2011 ~ Regular Meeting  
**Category**           6. Authorization for Special Projects  
**Access**             Public  
**Type**                Consent

**Project/Activity:** Student Success for Part-Time Faculty Workshop  
**Dates:** Spring 2011  
**Purpose:** Staff development workshops for part-time math faculty  
**Cost/ Funding Source:** Up to \$500.00 from Math Department Ancillary funds to include food and beverages

**Revision to Previous Board Action**

**Project/Activity:** Student Success for Part-Time Math Faculty Workshop  
**Date:** Fall 2010  
**Purpose:** Staff development workshops for part-time math faculty  
**Cost/Funding Source:** \$500 from Staff Development funds *revised to add math department ancillary funds* to Include food and beverages.  
(Original approval on July 21, 2010)

**Project/Activity:** Elite Pro Football Combine - temporary use of LeBard Stadium  
**Date:** *Revised to April 9-10, 2011*  
**Department:** OCC Physical Education & Athletics  
**Purpose:** The OCC football coaches, full-time and part-time faculty, would like to host the Elite Pro Football Combine at OCC in order to promote the OCC campus, its facilities, and the football program. The combine will bring top-level athletes onto the campus and expose our players to the highest level of training techniques.  
**Cost/Purpose/Funding Source:** No cost to the college.  
(Original approval January 19, 2011)

## 7. Authorization for Disposal of Surplus

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**Subject**            **7.01 DIS - Disposal of Surplus**  
**Meeting**           Feb 16, 2011 - Regular Meeting  
**Category**          7. Authorization for Disposal of Surplus  
**Access**            Public  
**Type**                Consent

### File Attachments

[021611Surplus.pdf \(12 KB\)](#)



ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
<b>ORANGE COAST COLLEGE</b>				
Drink Counter	9040096	---	---	P
Sewing Machine	9065962	DC3050	730064818	P
Sewing Machine	9056680	MC3500	430077887	P
Sewing Machine	9065981	DC3050	740H6795	P
Sewing Machine	9047652	MC3000	130044650	P
Sewing Machine	9065961	DC3050	730064671	P
Iron	---	---	---	P
Antique Buttonholer	---	---	---	P
Sewing Machine	9065984	DC3050	640122843	P
Shredder	9025057	---	---	I
Projector	---	3M	215617	P
Projector	9078057	3M	1157360	P
Monitor	9025664	Innovision	HD73J7003929	P
Monitor	9058074	M782	MX08G15747605373BJ7M	P
Monitor	9058070	M782	MX08G1574760536GBCDB	P
Monitor	9058072	M782	MX08G15747605373BJ7E	P
Monitor	9078108	M782	MX08G1574760536GBCDC	P
Monitor	9058084	M782	MX08G15747605373BJ7Y	P
Monitor	9058082	M782	MX08G15747605373GJ7F	P
Monitor	9058086	M782	MX08G15747605373BJ72	P
Monitor	9058078	M782	MX08G15747605373BJ7F	P
Monitor	9058080	M782	MX08G1574760536GBCDA	P
Monitor	9058088	M782	MX08G15757605373BJ7T	P
Monitor	9058076	M782	MX08G15747605373BJ7L	P
Monitor	9053681	M992	MX-08D466-47741-2C6-407U	P
Computer	9048315	Optiplex115	BP92C01	P
Computer	9045193	Optiplex115	CGQ1C01	P
Printer	9039317	1100A	USGD001029	P
Printer	9056947	3500	CNBRC09734	P
Plotter	9031791	430	SG-8C611005	P
Desk	9056983	---	---	I
File Cabinet	9034218	---	---	I
File Cabinet	9034215	---	---	I
Audio System	9045727	---	---	P
Cart	---	---	---	P
Table	---	---	---	P
Cabinet	---	---	---	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Framed Pictures (2)	---	---	---	P
Tables (8)	---	---	---	P
Bakery Table	---	---	---	P
Palm trees (2)	---	---	---	P
Safe	---	---	---	P
Misc Pots and Pans	---	---	---	I
Steamer	9074869	---	---	P
File cabinet	---	---	---	P
File cabinet	---	---	---	P
Respirator	9028859	Mk 8	718 229	I
Respirator	9028902	Mk 8	718 228	I
Respirator	9045951	Mk 7	717 573	I
Respirator	9045950	Mk 7	717 572	I
On behalf of the Consumer and Health Sciences Department and the Orange Coast College President the Director of Purchasing is recommending Board approval to donate surplus equipment to the dental missions through the National Association of Seventh-day Adventist Dentists (NASDAD).				
Dental Chairs w/cart (4) (note: multiple asset tag numbers for each)	9028675, 9028678, 2005793, 2005792, 9040154, 9040153, 9054872, 9054929, 9041010, 9041005	PL-200	---	P
X-Ray (multiple tags)	9019440, 9041009	GX700	771-1313658DP	P
X-Ray (multiple tags)	2003207, 9019926, 9041008	DeNsoMAT	82218	P

## **8. Approval of Standard Agreements**

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**Subject**            **8.01 CCC – Standard Agreements**  
**Meeting**           **Feb 16, 2011 - Regular Meeting**  
**Category**          **8. Approval of Standard Agreements**  
**Access**            **Public**  
**Type**               **Consent**

### **Internship Agreement**

**Intern:** Farr, Patti

**Scope:** Assist in the design and development of Coastline's President's Initiative for Excellence (PIE) faculty development curriculum.

**Department:** Instructional Systems Development

**Term:** February 17, 2011 — June 30, 2011

**Cost/Source of funds:** N/A, unpaid/nonsponsored

### **Approve District Standard Scope of Work #2011- 31 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.**

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2011-31 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the training course entitled Blending and Shipping Head Operator Training (HO2). The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$24,480 income, payable in five equal payments based upon completion of each of five project milestones.

### **Approve District Standard Scope of Work #2011- 32 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.**

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2011-32 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the Electrical Safe Work Practices workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$48,960 income, payable in five equal payments based upon completion of each of five project milestones.

### **Approve District Standard Scope of Work #2011- 33 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.**

After review by the College President and District General Counsel, it is recommended by the Chancellor that

the Board approve the District Standard Scope of Work #2011-33 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the Pump Health Phase 2 workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$4,800 income, payable in five equal payments based upon completion of each of five project milestones.

**Approve District Standard Scope of Work #2011- 34 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.**

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2011-34 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the development of a new training course for the FOTP program. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$32,880 income, payable in five equal payments based upon completion of each of five project milestones.

<b>Subject</b>	<b>8.02 GWC - Standard Agreements</b>
Meeting	Feb 16, 2011 - Regular Meeting
Category	8. Approval of Standard Agreements
Access	Public
Type	Consent

### **Approve Standard Internship Agreement**

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

Intern/Institution: CSULB (Student Being Placed: Donald Bessom)

Scope: Prepare at least one lecture and present; prepare exam questions relevant to the lecture.

Department: Social and Behavioral Sciences

Term: January 31 – May 29, 2011

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

**Subject**            **8.03 OCC - Standard Agreements**  
**Meeting**           Feb 16, 2011 - Regular Meeting  
**Category**          8. Approval of Standard Agreements  
**Access**            Public  
**Type**                Consent

**Approval of Standard Internship Placement Agreement**

**Intern/Institution:** Sang Pham/California State University, Fullerton  
**Scope:** Gain knowledge and experience related to the field of Social Sciences  
**Location:** Social Science Department  
**Term:** February 17, 2011 - May 31, 2011  
**Cost/Source of Funds:** Unpaid

## **9. Authorization for Purchase of Institutional Memberships**

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**Subject**            **9.01 CCC – Institutional Memberships**  
**Meeting**            Feb 16, 2011 - Regular Meeting  
**Category**           9. Authorization for Purchase of Institutional Memberships  
**Access**             Public  
**Type**                Consent

### **Renewal**

**Name and Acronym:** National College Testing Association (NCTA)

**Term of Membership:** February 25, 2011 — February 25, 2012

**Cost/Source of Funds:** \$40/Budgeted, General funds

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

**Name and Acronym:** National Association of Institutions for Military Education Services (NAIMES)

**Term of Membership:** January 1, 2011 — December 31, 2011

**Cost/Source of Funds:** \$500/Budgeted, Contract Education funds

**Purpose:** A Consortium of colleges and universities committed to promoting high quality educational opportunities for the military community.

**Subject**        **9.02 DIS - Institutional Memberships**  
**Meeting**        Feb 16, 2011 - Regular Meeting  
**Category**       9. Authorization for Purchase of Institutional Memberships  
**Access**         Public  
**Type**            Consent

**National Council for Workforce Education(NCWE)**– February 17, 2011 through June 30, 2011 - \$250

The National Council for Workforce Education is an affiliate of the American Association of Community Colleges and the only major organization which represents the interest of community colleges in economic, occupational, vocational, technical and workforce development. This organization represents educators in such areas as legislation, state and federal funding, and professional development.

**Community College Facility Coalition (CCFC) Membership**- February 1, 2011 – January 31, 2012 - \$1,100.00

District membership will provide access to facility planners, architects, developers, financial institutions, attorneys in the school construction network, to be paid from District funds.

**Fiscal Impact:** \$1,100 (District Funds)



**Subject**            **9.03 GWC - Institutional Memberships**  
**Meeting**           Feb 16, 2011 - Regular Meeting  
**Category**          9. Authorization for Purchase of Institutional Memberships  
**Access**            Public  
**Type**                Consent

**RENEWAL**

**Name and Acronym:** California Association of Community College Registrars and Admissions Officers (CACCRAO)

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

**Cost:** \$200

**Purpose:** This membership is vital for managers to network with each other, learn new legislation on Title V, as well as staying connected with regional and state changes.

**Subject**            **9.04 OCC-Institutional Memberships**  
**Meeting**           Feb 16, 2011 - Regular Meeting  
**Category**          9. Authorization for Purchase of Institutional Memberships  
**Access**            Public  
**Type**                Consent

**Name and Acronym:** Learning Resources Network (LRN)

**Term and Membership:** 2011-2012

**Cost:** \$595.00

**Purpose:** Membership provides information, consulting, and training services for six staff members and guarantees to increase enrollment, boost income, and save costs

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

**Term of Membership:** 2010 – 2011

**Cost:** \$3,816.92

**Purpose:** The Academic Senate for California Community Colleges is the governance body that represents all California community colleges. Membership provides a means to represent faculty at all state legislative meetings and allows faculty and administrators to stay current in procedures, policies, and matters of record pertinent to academic issues in California and across the nation.

## **10. Authorization for Sailing Program**

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<b>Subject</b>	<b>10.01 OCC - Sailing Program</b>
Meeting	Feb 16, 2011 - Regular Meeting
Category	10. Authorization for Sailing Program
Access	Public
Type	Consent

**IC Name:** South Coast Shipyard Inc.

**Services:** For the purpose of haul out and launch of sailing center boats and donations for repair and maintenance and surveys.

**Payment Schedule/Compensation:** To be paid upon submittal of invoice as work is completed. Contract amount \$10,000 for term of Contract.

**Term of Agreement:** Feb 17, 2011- June 30,2011

**Source of Funding:** To be paid from Foundation and Sailing Center Funds.

## **11. Personnel Items**

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<b>Subject</b>	<b>11.01 DIS - Personnel Items</b>
Meeting	Feb 16, 2011 - Regular Meeting
Category	11. Personnel Items
Access	Public
Type	Consent

- a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- b. Authorization for Changes in Salary Schedules
- c. Authorization for Professional Experts
- d. Authorization for Monthly Travel Allowances

**File Attachments**

[Open.pdf \(17 KB\)](#)

## 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>
Theobald, Brent	GWC	Security Coordinator	Resign	02/28/11

### b. 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>Educational Administrator</u>	D-32	Title change, Range remains the same

Dean, Library and Institutional Effectiveness to  
Administrative Director, Research, Planning & Institutional Effectiveness

### c. Authorization for Professional Experts

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

#### Professional Experts over \$10,000.00

Baker, Jared V., OCC, to provide instruction for the Health Information Technology Program, for the period 02/03/11 to 06/30/11, to be paid by timecard at \$100.00 per unit, 14.74 units per week for 19 weeks, compensation to be \$28,000.00.

Despot, Deanna, OCC, to perform work for the HIT Grant Coordination, for the period 02/03/11 to 06/30/11, to be paid by timecard at \$100.00 per unit, 12.63 units per week for 19 weeks, compensation to be \$24,000.00.

Lundquist, Laura E., OCC, to provide instruction for the Health Information Technology Program, for the period 02/17/11 to 06/30/11, to be paid by timecard at \$100.00 per unit, 14.74 units per week for 19 weeks, compensation to be \$28,000.00.

Nieman, Michelle J., CCC, to provide instructional design and technical writing/editing services for the Technology Based Learning Grant/ESL for Nurses program for Instructional Systems Development, for the period 03/10/11 to 06/09/11, to be paid by timecard at \$100.00 per unit, 17 units per week for 12 weeks, compensation to be \$20,400.00.

#### Other Professional Experts

Heckman, Richard D., GWC, to serve as musician for the GWC Theater production "Joseph and the Amazing Technicolor Dreamcoat," for the period 05/01/11 to 06/30/11, to be paid at \$100.00 per unit, 4.80 units per week for 2 weeks, compensation to be \$960.00.

Padilla II, Oscar R., CCC, to continue serving as a workshop facilitator and to provide counsel/strategic consultation in the areas of marketing, business plan development, certification, finance and procurement to new and existing businesses, for the period 02/04/11 to 06/30/11, to be paid by timecard at \$100.00 per unit, 4 units per week for 20 weeks, compensation to be \$8,000.00.

### d. Authorization for Monthly Travel Allowances

It is recommended that authorization be give for the following monthly travel allowances for staff members who use their personal cars regularly and frequently for college-related business:

CCC

Kerwin, William  
Interim Dean, Counseling & Special Programs

\$225.00 per month

## **12. Authorization for Independent Contractors**

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**Subject**            **12.01 CCC – Independent Contractors**  
**Meeting**            Feb 16, 2011 - Regular Meeting  
**Category**           12. Authorization for Independent Contractors  
**Access**             Public  
**Type**                Consent

### **\$10,000 AND OVER**

IC Name: Denise Cusano Instructional Design, Inc.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10) SOW # 2011-31 Blending and Shipping Head Operator Training, \$4,800; SOW # 2011-32 Electrical Safe Work Practices, \$40,800; SOW # 2011-33 Pump Health Phase 2, \$4,000.

Payment Schedule/Compensation: \$49,600 paid in increments upon completion of each project deliverable.

Projects are broken down into 5 stages of completion.

Term of Agreement: February 17, 2011 – June 30, 2011

Source of Funding: Chevron Products Company in support of this project.

IC Name: Denise Cusano Instructional Design, Inc.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10) SOW #2011-34, FOTP Systems.

Payment Schedule/Compensation: \$20,400 paid in increments upon completion of each project deliverable.

Projects are broken down into five stages of completion.

Term of Agreement: February 17, 2011 – June 30, 2011

Source of Funding: Chevron Products Company in support of this project.

IC Name: Accardi, Millicent

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10) SOW #2011-31, Blending and Shipping Head Operator Training.

Payment Schedule/Compensation: \$15,600 paid in increments upon completion of each project deliverable.

Projects are broken down into 5 stages of completion.

Term of Agreement: February 17, 2011 – June 30, 2011

Source of Funding: Chevron Products Company in support of this project.

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

IC Name: Vander Velde, Thomas M.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10) SOW #2011-34, FOTP Systems.

Payment Schedule/Compensation: \$1,000 per lesson, for up to seven lessons, for a total of \$7,000.

Term of Agreement: February 17, 2011 – June 30, 2011

Source of Funding: Chevron Products Company in support of this project.

IC Name: Machado, Carolyn Elaine

Services: Guest Summer Workshop instructor/lecturer

Payment Schedule/Compensation: One payment at the conclusion of second workshop; 40% of student participation rate; NTE \$4,720.

Term of Agreement: July 11, 2011 – July 20, 2011

Source of Funding: Budgeted, ancillary funds

IC Name: Altamura, Robert

Services: Serving as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course.

Payment Schedule/Compensation: Review 3 lessons @ \$750/lesson; total contract \$2,250.

Term of Agreement: July 1, 2010 – June 30, 2011 (Revision is to extend ending date. Prior Board Approval: 5/19/10)

Source of Funding: Funding from Kendall Hunt Publishers

IC Name: Erski, Theodore

Services: Serving as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course.

Payment Schedule/Compensation: Review 1 lesson @ \$750/lesson; total contract \$750.

Term of Agreement: July 1, 2010 – June 30, 2011 (Revision is to extend ending date. Prior Board Approval: 5/19/10)

Source of Funding: Funding from Kendall Hunt Publishers

IC Name: Jones, Joe F.

Services: One presentation of the Coast Learning System courseware at the 2011 eLearning Consortium of Colorado 22<sup>nd</sup> Annual Conference.

Payment Schedule/Compensation: \$250/presentation for a total contract of \$250.

Term of Agreement: April 14, 2011 – April 15, 2011

Source of Funding: Budgeted, ISD ancillary Marketing funds

#### **Revision to Previous Board Action**

IC Name: Rakochy, Wendy

Services: Serving as video producer for the media components of the Online Introduction to Physical Geology course.

Payment Schedule/Compensation: 10 days @ \$231/day; total revised contract \$32,802 (Revision is to increase total contract amount by \$2,310. Prior Board Approval: 11/3/10)

Term of Agreement: February 17, 2011 – June 30, 2011

Source of Funding: Funds received from Kendall Hunt for this project.



**Subject**            **12.02 DIS - Independent Contractors**  
**Meeting**            Feb 16, 2011 - Regular Meeting  
**Category**           12. Authorization for Independent Contractors  
**Access**             Public  
**Type**                Consent

**Under \$10,000**

**IC Name:** Beeson, Tayer & Bodine, APC

**Services:** Facilitate the negotiations between the Coast Federation of Educators /American Federation of Teachers (CFE/AFT) Local 191 and the Coast Community College District.

**Payment Schedule/Compensation:** NTE \$8,250 for facilitation of negotiation sessions with CFE/AFT for one facilitator per session at \$750 per day plus 50% of reasonable travel expenses. Payment after services rendered and invoiced. The NTE dollar amount based on what is currently tentatively scheduled.

**Terms of Agreement:** February 1, 2011 – June 30, 2011

**Source of Funding:** District Funds

**IC Name:** Liebert Cassidy Whitmore

**Services:** Provide mandatory sexual harassment prevention training to all District managers.

**Payment Schedule/Compensation:** NTE \$3,000 for two 3-hour training sessions to be held at the District Office on Monday, April 18, 2011.

**Terms of Agreement:** April 18, 2011

**Source of Funding:** District Funds

**Over \$10,000**

**IC Name:** Beeson, Tayer & Bodine, APC

**Services:** Facilitate the negotiations between the Coast Federation of Classified Employees (CFCE) and the Coast Community College District.

**Payment Schedule/Compensation:** NTE \$21,800 for facilitation of negotiation sessions between the District and CFCE for one facilitator per session at \$1500 per day plus reasonable travel expenses. Payment after services rendered and invoiced. The NTE dollar amount based on what is currently tentatively scheduled. The District's total dollar amount may be reduced contingent upon CFCE's determination of level of contribution.

**Terms of Agreement:** February 1, 2011 – June 30, 2011

**Source of Funding:** District Funds

**Subject**            **12.03 GWC - Independent Contractors**  
**Meeting**            Feb 16, 2011 - Regular Meeting  
**Category**           12. Authorization for Independent Contractors  
**Access**             Public  
**Type**                Consent ✓

**UNDER \$10,000**

IC Name: Shea, Steve

Services: Photographic services for dance concerts

Payment Schedule/Compensation: \$600 to be paid within 30 days of service completion and invoice submittal (\$300 payable for Invitational Dance Concert and \$300 for "Move Me" Dance Concert).

Term of Agreement: February 18 – May 21, 2011

Source of Funding: Dance Trust and ASGWC – Creative Arts funds

IC Name: Academy of Medical Surgical Nurses

Services: Provide certification prep course for medical-surgical nurses

Payment Schedule/Compensation: \$5,200, to be paid \$1,000 deposit at contract signing. Balance due one month prior to course. Costs to be covered by participant fees.

Term of Agreement: March 29-30, 2011

Source of Funding: RHORC Trust funds

IC Name: McKane, Matt

Services: Welcome Back Event Entertainment

Payment Schedule/Compensation: \$300 to be paid on 02/17/2011

Term of Agreement: February 3, 2011

Source of Funding: ASGWC funds

**Subject**            **12.04 OCC - Independent Contractors**  
**Meeting**            Feb 16, 2011 - Regular Meeting  
**Category**           12. Authorization for Independent Contractors  
**Access**             Public  
**Type**                Consent

**Under \$ 10,000**

**IC Name:** Bolo Productions

**Services:** Provide videotaping, editing, post-production DVD copies of OCC Dance Performances for Spring 2011

**Payment Schedule/Compensation:** Total contract amount is \$2,500; to be paid upon submittal of invoice as work is completed.

**Term of Agreement:** March 3, 2011 through May 27, 2011

**Source of Funding:** To be paid from ancillary and ASOCC funds

**IC Name:** William Wylie

**Services:** Guest Lecturer for Photography Department

**Payment Schedule/Compensation:** Total contract amount is \$250; to be paid at a rate of \$125/hour for 2 hours.

**Terms of Agreement:** March 9, 2011

**Source of Funding:** To be paid from ASOCC funds

**Over \$ 10,000**

**IC Name:** Solutions @ Work, Inc.

**Services:** Pursuant to the District's Standard Contract Agreement, Kraft Foods Global, Inc., has contracted with Orange Coast College's Community and Contract Education department to provide contract training to incumbent workers in the following training programs: Kraft Foods Leadership Training and Coaching Series for Supervisors and Managers.

**Payment Schedule/Compensation:** Compensation equals \$150 per hour for 112 hours of training for a total of \$16,800.

**Terms of Agreement:** February 17 - June 30, 2011

**Source of Funding:** OCC Community Education will receive revenue from the Kraft Foods contract.

**Revision to Previous Board Action**

**IC Name:** Kate LaFayette

**Services:** Performing public lecture on On-violence and Reconciliation programs

**Payment Schedule/Compensation:** total contract amount *revise to add speakers fees of \$2500.00*

**Terms of Agreement:** February 23 - 27, 2011

**Source of Funding:** To be paid from Staff Diversity Funds  
(Original Board Approval on 2/2/11)

### **13. Authorization for Staff Development**

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**Subject**            **13.01 GWC - Staff Development**  
**Meeting**           Feb 16, 2011 - Regular Meeting  
**Category**        13. Authorization for Staff Development  
**Access**           Public  
**Type**             Consent

Spring 2011 Faculty Workshops

Date(s): March 4, April 8, May 6, 2011

Purpose: Share effective strategies to help students succeed

Cost/Purpose/Funding Source: \$8,500 for \$100 stipends to attend each workshop from Basic Skills Grant funds.

## **14. Approval of Purchase Orders**

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**Subject**            **14.01 DIS - Purchase Orders**  
**Meeting**           **Feb 16, 2011 - Regular Meeting**  
**Category**          **14. Approval of Purchase Orders**  
**Access**            **Public**  
**Type**               **Consent**

### **File Attachments**

[PurchaseOrderDIST.pdf \(12 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0322989	IngMar Medical Ltd OCC Classroom instructional equipment (GOB)	OCC-GB	6401	50,088.97
P0322982	OC Auditor-Controller Open PO for County Auditor fees	GWC	5899	38,000.00
P0322924	Xerox Corp Paper for Graphics Dept	OCC	4312	28,318.50
P0323020	College Board Student online testing	OCC	4312	23,142.00
P0322935	Johnson Health Tech North America P.E. Dept treadmill equipment	OCC	6411	17,998.13
P0322923	Dell Higher Education OCC ABC Bldg hard drives for security cameras (GOB)	OCC-GB	6412	16,427.78
P0323018	Unisource Worldwide Inc General custodial supplies	OCC	4312	15,000.00
P0322973	Action Mailing Inc Postage for 2010 tuition statements & 1098-T form mailing	DIS	5831	12,190.68
P0322964	Computerland of Silicon Valley Software license renewal for e-mail security	CCC	5699	11,950.00
P0323019	Oceanside Photo & Telescope Solar telescope	OCC	6401	10,000.00
P0322981	Trace3	GWC	5638	8,454.60
P0323016	Fisher Scientific	OCC-GB	6411	7,382.39
P0323008	CAPP:Computerized Assess & Placement	OCC	4312	6,867.56
P0322932	HRMS Inc	OCC	5899	5,200.00
P0322994	PGINET Consulting	OCC	5899	4,845.00
P0322996	Vital Link OC	DIS	5899	4,300.00
P0323002	Drew & Associates	OCC	5899	4,000.00
P0322988	Lowe's HIW Inc	OCC-GB	6411	3,759.75
P0323005	Bob's Shade & Linoleum	GWC	6250	2,895.00
P0323004	South Coast Fire Protection Co	GWC	5899	2,821.29
P0323003	Smardan Supply Co-Orange Coast	GWC	6411	2,645.54
P0322962	Halo Branded Solutions	CCC	5850	2,527.25
P0322957	SVM LP	CCC	7601	2,522.95
P0322966	GovConnection Inc	GWC	4315	2,396.31
P0323010	Tequipment.Net	OCC	4312	2,349.00
P0322950	AppDev Products LLC	DIS	5898	2,194.69
P0323000	Eureka Calif Career Info Sys	OCC	5699	2,120.63
P0322925	GovConnection Inc	DIS	6412	2,025.23
P0322953	Follett Higher Education Group Inc #1094	OCC	4312	2,000.00
P0322933	PGINET Consulting	OCC	5899	1,955.00
P0322984	Office Depot	OCC	4312	1,700.00
P0323021	Coastline Regional Occupational Program	DIS	5899	1,700.00
P0322948	Baker & Taylor	GWC	6301	1,582.17
P0322971	Action Mailing Inc	DIS	5899	1,554.92
P0322936	Image Printing Solutions	CCC	4312	1,552.50

## Purchase Orders

P0322965	Extensis	CCC	5699	1,505.25
P0322972	Minuteman Plumbing & Drains	DIS	5650	1,500.00
P0322949	Office Depot	CCC	4312	1,454.68
P0322967	Xerox Corp	CCC	5638	1,400.00
P0322945	School Health Corp	GWC	4312	1,280.97
P0322987	Siemens Water Technologies Corp	OCC-GB	6269	1,233.10
P323001	Sony Cierge	OCC	4312	1,155.13
P0322939	Medco Supply Co	GWC	4312	1,136.21
P0322926	LifeTrends Group	DIS	4312	1,111.59
P0322993	Art Supply Warehouse	OCC	4312	1,096.54
P0322940	Medco Supply Co	GWC	4312	1,093.83
P0322938	Cal Track Reconditioning Inc	GWC	4312	1,000.00
P0322998	Barnes & Noble Inc	OCC	4285	1,000.00
P0322951	Office Depot	CCC	4312	873.67
P0322946	Perfect Field	GWC	4312	858.04
P0322954	Chef's Toys Advantage	OCC	4312	815.63
P0322931	Taubenpost Inc	OCC	5899	800.00
P0323011	Electronix Express	OCC	4312	710.82
P0323022	PGINET Consulting	DIS	5899	680.00
P0322961	B & M Lawn & Garden Center	CCC	4312	600.00
P0322997	CTI-Valueline	OCC	4312	583.07
P0323017	Pacific Blue Micro	OCC-GB	4312	522.69
P0322977	Baker & Taylor	GWC	6301	514.43
P0322960	Nikki's Flags	CCC	4312	500.00
P0323012	Ewing Consulting Services	DIS	5899	500.00
P0322969	Harland Technology Services	CCC	5638	481.00
P0322983	CDWG	CCC	4315	478.54
P0322943	Meyer Distributing Co	GWC	4312	465.78
P0322937	Follett Higher Education Group Inc #1181	GWC	4312	450.00
P0322942	Medco Supply Co	GWC	4312	423.84
P0322947	Sluggers Team Sales	GWC	4312	394.77
P0322927	Sehi Computer Products Inc	DIS	4312	391.26
P0322976	OCLC Inc	OCC	5110	383.59
P0322963	Amer Red Cross	GWC	4312	380.00
P0322941	Medco Supply Co	GWC	4312	357.72
P0322929	Henry Schein Inc	OCC	4312	345.75
P0322975	Office Depot	OCC	4312	342.02
P0322999	E & K Scientific Products Inc	OCC	4312	329.64
P322970	Thomson Reuters	OCC	4312	324.69
P0322992	Henry Schein Inc	OCC	4312	324.01
P0322955	Professional Indexes & Files	DIS	4312	270.79
P0322991	Graybar Electric	OCC-GB	4312	270.79
P0322930	Pocket Nurse	OCC	4312	264.42
P0322968	Office Depot	OCC	4312	260.99
P0322980	Gabel's Cosmetics Inc	GWC	4312	254.48
P0322944	Great Western Sanitary Supply	GWC	4312	250.13
P0323006	Office Depot	CCC	4312	250.00
P0322928	Henry Schein Inc	OCC	4312	245.56
P0322978	Baker & Taylor	GWC	6301	239.37

# Purchase Orders

P0322985	Apple Computer Inc	OCC	4312	212.06
P0322979	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0322995	McMaster-Carr	OCC	4312	188.78
P0322959	Lab Safety Supply	CCC	4312	125.91
P0322958	Art Supply Warehouse	CCC	4312	102.27
P0323015	Seaside Printing Co Inc	DIS	4321	100.00
P0322986	Apple Computer Inc	OCC	5699	94.61
P0323014	Office Depot	DIS	4312	87.20
P0323007	Demco Inc	OCC	4312	85.04
P0322952	CDWG	CCC	4312	49.88
P0322974	Office Depot	GWC	4312	24.60
P0323013	Office Depot	CCC	4312	20.23
P0322990	Graybar Electric	OCC-GB	4312	19.12
<b>Total</b>				<b><u>337,882.33</u></b>

## Object Code Legend

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



## **15. Ratification/Approval of Checks**

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**Subject**            **15.01 DIS - Ratification/Approval of Checks**  
**Meeting**           **Feb 16, 2011 - Regular Meeting**  
**Category**          **15. Ratification/Approval of Checks**  
**Access**            **Public**  
**Type**               **Consent**

### **File Attachments**

[CheckApproval 2-16-11.pdf \(115 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
0152048	PacifiCare of California Medical Premiums	591,880.42
0152044	Kaiser Foundation Health Plan Inc Medical Premiums	577,468.04
0151897	GWC Associated Students Service fees.	417,148.00
0152045	Medco Health Solutions Inc Medical Prescription Claims	266,353.82
0152041	Follett Higher Education Group Inc #1181 Renovation of GWC bookstore	260,523.48
0152074	Employment Development Dept-EDD 4th Qtr EID	224,488.37
0152043	Coast Community College Dist CCCD Medical Claims	158,886.38
0152007	Oracle Corp Renewal of Oracle software license and support	99,372.03
0152073	Elavon Credit card merchant fees.	78,305.19
0151985	Constellation NewEnergy Inc Electricity district wide	54,958.10
0151889	Enterprise Fleet Mgmt District wide vehicle lease/maintenance.	43,622.81
0151981	CCC Sac Reconcillation	41,806.00
0151970	Avalon Center at Garden Grove Lease payment One Stop Center in GG	41,760.00
0151979	CCC Cash clearing.	39,529.64
0152017	Southern Calif Edison Co Electricity district wide	38,648.56
0151938	Synegi Inc Archive Software, support and installation for DIS	34,859.00
0151941	The Irvine Co LLC Lease payment for One-Stop Center-Irvine	34,821.47
0152125	Southern Calif Edison Co Electricity district wide	32,018.29
0152066	CCCD Student Refunds Student Refunds	28,825.90
0151904	IRS 2008 form 941	27,209.55

0151984	Collegenet Inc	25,000.00
	District wide resource/scheduling software	
0152148	Xerox Corp	19,583.95
0151939	The Gas Co	16,980.48
0151980	CCC Contract Education	16,256.26
0151954	Xerox Corp	15,958.99
0152102	OC Treasurer-Tax Collector	15,228.00
0151902	Hoover Printing & Lithography Inc	14,797.61
0151914	OC Treasurer-Tax Collector	13,836.50
0152042	RBF Consulting	13,129.92
0151940	The Gas Co	11,277.86
0151874	CCCD Student Refunds	11,048.20
0151946	United States Postal Service	10,000.00
0151878	Coast Community College Dist	9,897.00
0151885	Dell Higher Education	9,797.77
0152126	Spicers Paper Inc	7,695.59
0152121	Snap-on Industrial	6,843.61
0152145	Waxie Sanitary Supply	6,834.12
0151963	Special Pay Retirement Plan	6,735.60
0151958	OCC Food Services	6,562.94
0151910	Mesa Consolidated Water Dist	5,773.40
0151955	Yellow Sequoia Solutions & Education	5,700.00
0152138	US Treasury	5,628.93
0151881	Constellation NewEnergy Inc	5,365.65
0151870	Business Properties	5,231.79
0151909	KK Termite Inc	5,040.00
0151947	United States Postal Service	5,000.00
0151948	United States Postal Service	5,000.00
0151882	CR & R Inc	4,980.87
0152094	LRH Consulting	4,608.00
0152130	Time Warner Cable	4,356.00
0152135	Troxell Communications Inc	4,093.35
0151912	Neo Networking Inc	4,000.00
0151866	ATech Training Inc	3,995.03
0152132	Time Warner Cable	3,888.44
0151935	Southern Calif Edison Co	3,724.24
0152047	PacifiCare of California	3,699.61
0151937	SunGard Higher Education Inc	3,624.76
0152091	Jobelephant.com Inc	3,514.40
0151875	CCCD-Cash Clearing	3,282.62
0151913	OC Fire Protection	3,188.76
0151893	Fisher Scientific	3,029.30

0151918	OCE'	2,974.77
0152133	Time Warner Cable	2,904.00
0152146	Susan Wilcox	2,800.00
0152117	Sehi Computer Products Inc	2,791.94
0151851	AAHHE	2,500.00
0152140	Valerie Schmidt Associates	2,355.00
0152137	Unisource Worldwide Inc	2,325.09
0151920	Office Depot	2,292.80
0152011	Pride Sash	2,277.00
0151890	Eureka Calif Career Info Sys	2,147.81
0151961	CCCD Workers Comp Trust Fund	2,142.63
0152144	VWR Int'l Inc	2,123.93
0152019	Tacos & Co	2,012.50
0151965	Agriserve Pest Control	2,000.00
0151943	Time Warner Cable	1,980.00
0152131	Time Warner Cable	1,980.00
0151894	Follett Higher Education Group Inc #1181	1,952.40
0151892	Daniel Exley	1,950.00
0152046	Medco Health Solutions Inc	1,929.36
0151992	Follett Higher Education Group Inc #1181	1,856.75
0151975	Cal-Wal Gypsum Supply	1,847.33
0151922	Pasco Scientific	1,759.44
0152004	Nextel Communications	1,700.61
0152087	Home Depot	1,689.35
0151915	OC Wholesale Flowers	1,637.50
0151931	Wendy Rakochy	1,617.00
0152085	Hardy Diagnostics	1,585.05
0152161	Unum Ltc	1,558.40
0151857	all4DVD Inc	1,499.00
0151891	Evan's Gunsmith Shooters World Inc	1,498.75
0151887	Dunn Edwards Corp	1,478.86
0151971	B & P Services Inc	1,444.86
0151911	MTM Business Systems	1,423.54
0152056	AT & T	1,319.21
0151901	Homeboy Goes to Harvard Productions	1,270.00
0151860	Amico Scientific Corp	1,256.77
0151879	Commercial Door of OC Inc	1,225.08
0151862	Apple Computer Inc	1,221.48
0152104	Office Depot	1,104.12
0151858	all4DVD Inc	1,099.00
0151988	Daniels Tire Service	1,094.80
0152096	Gena Merrigan	1,093.42

0151871	Campbell Window Film	1,080.00
0151865	AT & T	1,058.80
0151921	Pacific Blue Micro	1,012.50
0151916	OCC Foundation	1,000.00
0152015	Sehi Computer Products Inc	997.00
0151923	Physician Sales & Service Inc	939.75
0151900	Home Depot	849.44
0152069	Crystal Crane	847.81
0151924	Pitney Bowes Inc	846.18
0152054	AT & T	840.97
0152142	Verizon California	731.00
0151951	Wards Natural Science	727.07
0151967	Amazon.com	713.14
0152078	Junko Forbes	700.00
0152080	Kimberly Garrison	685.90
0152006	Office Depot	684.24
0151856	Airgas West Inc	681.29
0151867	Bear Communications Inc	669.32
0151998	Intuit Inc	652.45
0151896	Great Western Sanitary Supply	606.61
0152028	Waxie Sanitary Supply	601.70
0152012	PSi	590.00
0151925	Provantage Corp	587.53
0152023	United States Postal Service	585.00
0151991	Emergency Medical Products Inc	571.41
0152010	Pharmco Products Inc	568.77
0152083	Great Western Sanitary Supply	559.51
0152099	Kathryn Mueller	557.68
0152022	Troxell Communications Inc	556.80
0152100	Kathryn Mueller	539.68
0151877	City of Westminster	525.41
0152063	CCC Contract Education	507.00
0152093	Robert Lazarus	500.00
0152108	Print & Finishing Solutions	500.00
0151883	CraigMichaels Inc	495.00
0151953	Wards Natural Science	480.27
0151855	Aircraft Spruce & Specialty Co	480.10
0151872	Carter Brothers Fire & Life Safety	480.00
0151933	Siemens Water Technologies Corp	464.26
0152160	Katella Emergency Physicians	453.00
0151987	CW Dixon Associates Inc	450.00
0151989	Dept of Industrial Relations	450.00

0151906	JK Electronics Distributors Inc	422.24
0152071	Corine Doughty	421.17
0152002	Newport Beach Chamber of Commerce	410.00
0151863	Art Supply Warehouse	398.59
0152129	The Shredders	398.00
0151934	SoundTree	391.50
0151983	Chem Pro Laboratory Inc	388.00
0151880	Community College League of Calif	385.00
0152075	Ewing Irrigation Products Inc	384.61
0152107	Eva Potts	365.00
0152143	Vortex Industries Inc	350.00
0152005	OCE'	344.68
0152113	Rancho Vista Landscaping Inc	330.00
0151895	Go With Jo Travel	321.00
0152090	James Benedik Piano Service	320.00
0151873	CCC Chief Student Services Admin Assn (CCCCS	300.00
0152016	Smog & Gas of Costa Mesa	295.00
0152109	Professional Indexes & Files	288.73
0151888	EngineerSupply	287.73
0152115	Safety 1st Pest Control Inc	283.50
0151999	Patrick Kelly	282.95
0151973	Brink's Inc	281.53
0151917	OCC Student Health Center	276.00
0152114	Christine Reinemann	276.00
0152095	McFadden-Dale Industrial Hardware LLC	262.63
0151976	Calif Stage & Lighting	250.56
0151957	Ingardia Brothers Produce Inc	248.58
0151905	Island Florals	239.31
0151944	Travel Store Inc	226.40
0151950	Wards Natural Science	220.81
0152084	Harbor Freight Tools	220.10
0151936	Sun-X Auto Glass	217.50
0151859	Amer Arbitration Assn	200.00
0151869	Board of Registered Nursing	200.00
0152062	Board of Registered Nursing	200.00
0151903	Hub Auto Supply	199.31
0151978	CCAR	199.00
0152050	Accurate Termite & Pest Control	198.00
0151966	Alan's Lawnmower & Garden Ctr Inc	191.97
0152024	United States Postal Service	185.00
0152025	United States Postal Service	185.00

0152026	United States Postal Service	185.00
0152089	Iron Mountain	182.43
0152081	Glenn's Alignment & Brake Service	179.55
0152101	Nextel Communications	178.08
0152106	Clyde Phillips	166.20
0151945	Triarch Inc	157.58
0151861	Andtech Corporation	151.13
0151977	Calif Tool Welding Supply	150.34
0151929	Public Economics Inc	150.00
0151854	Accent Florist	148.99
0152098	Mesa Golf Carts Inc	147.29
0151956	Home Depot	138.47
0151930	Pyro-Comm Systems Inc	135.00
0151969	AT & T	134.00
0152116	Seaside Printing Co Inc	129.90
0151852	ACCCA	125.00
0151853	ACCCA	125.00
0151994	Garden Grove High School	125.00
0152105	Martha Parham	124.00
0152060	AT & T	122.74
0152082	Grainger	120.55
0151968	Cristina Arellano	115.31
0151868	Lisa Becker	114.00
0152079	Ford Electronics Inc	112.97
0152049	Reliastar Life Insurance Co	111.52
0151972	Baker & Taylor	110.07
0152139	USA Mobility Wireless Inc	104.55
0152088	Hub Auto Supply	100.39
0152064	CCC Petty Cash	99.93
0151982	CDWG	99.57
0152065	CCC Sac	99.00
0151990	Eberhard Equipment Inc	97.23
0151964	Accurate Termite & Pest Control	95.00
0152103	OCC Ancillary #1000-24750-6580	94.92
0152134	Toshiba Business Solutions	92.36
0152070	Dell Higher Education	87.10
0152021	Timothy Gibson MD Inc	86.09
0151942	Thompson Publ Group	85.99
0151898	GWC Food Services	85.25
0151993	Fountain Valley High School	85.00
0151876	Cintas First Aid & Safety	82.40
0152058	AT & T	81.50

0151886	Corine Doughty	81.05
0152052	AT & T	80.08
0152020	Times Community News	80.00
0152076	Fisher Scientific	77.62
0152141	Verizon California	71.26
0152092	Theresa Lavarini	69.00
0152086	Hewlett Packard	68.07
0152059	AT & T	66.67
0152018	Stater Bros Markets	66.51
0151919	Oce' Imagistics Inc	66.20
0152077	FishMax.Com LLC	65.00
0151995	Home Depot	62.38
0152001	Steven Mihatov	62.00
0152072	Eberhard Equipment Inc	61.73
0151952	Wards Natural Science	58.93
0152053	AT & T	57.33
0151974	Builders Security Locks & Services Inc	56.55
0151996	Huntington Beach High School	55.00
0152000	Marina High School	55.00
0152003	Newport Harbor High School	55.00
0152120	Smog & Gas of Costa Mesa	50.00
0151962	Patti Dessero	42.55
0152027	Verizon California	40.53
0151997	HW Wilson Co	40.25
0152123	Society of American Florists	40.00
0151949	VWR Int'l Inc	39.63
0151899	GWC Student Health Center	36.00
0152127	Stater Bros Markets	35.82
0152124	SoundTree	35.62
0151959	Stater Bros Markets	35.26
0152008	Orange Coast Auto Repair	34.41
0151907	Young Jea Kim	34.00
0152128	The Gas Co	31.35
0152014	Riddell/All American Sports Corp	30.32
0152051	Alamitos Auto Parts Inc - Napa	29.74
0151928	Prudential Overall Supply Co	29.07
0152068	City of Huntington Beach	25.10
0152147	Wilson Language Training Corp	24.94
0152122	SoCal Office Technologies Inc	24.31
0152061	AT & T	23.08
0151884	Crown Ace Hardware	21.70
0152009	Hai Pham	21.00



0151926	Prudential Overall Supply Co	19.48
0152111	Prudential Overall Supply Co	19.48
0151927	Prudential Overall Supply Co	19.11
0152110	Prudential Overall Supply Co	19.11
0152013	Rhino Electric Supply	18.38
0152149	Stater Bros Markets	17.47
0152119	Smardan Supply Co-Orange Coast	16.69
0152112	Prudential Overall Supply Co	16.28
0151864	AT & T	13.49
0151908	Linda Kiser	12.95
0152067	City Of Newport Beach	12.50
0152136	Tustin Awards Inc	11.11
0152057	AT & T	11.06
0152118	Sims-Orange Welding Supply Inc	10.45
0151986	Crown Ace Hardware	9.75
0152097	Mesa Consolidated Water Dist	1.98
0152055	AT & T	0.12

**Total****\$ 3,550,452.01**

## **16. Check List for General Obligation Bond Fund**

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**Subject**            **16.01 DIS - General Obligation Bond Fund**  
**Meeting**           Feb 16, 2011 - Regular Meeting  
**Category**           16. Check List for General Obligation Bond Fund  
**Access**            Public  
**Type**                Consent

### **File Attachments**

[CheckApprovalBond2-16-2011.pdf \(65 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0149612	LPA Inc Architectural Services for CCC Newport Beach	347,656.80	420894
0149821	Alpha Mechanical Heating & Air Conditioning ABC Bldg Bid 1965 Category -R- HVAC/Plumbing	195,343.00	420207
0149727	T & Y Construction GWC Learning Resource Ctr ph1	186,182.38	420356
0149834	ISEC OCC Bldg CHS and lab sciences	184,726.00	420207
0149717	Liberty Climate Control Bid 1975 OCC Student Center Renovation Category P-	184,454.00	420249
0149729	Vector Resources Inc GWC Learning Resource Ctr ph1	153,588.24	420356
0149716	Landmark Site Contractors LRC Category J- Asphalt, Site Concrete & Paving	151,349.85	420356
0149720	Mobile Modular Management Corp OCC Tem Modular bldgs	149,819.01	420297
0150042	CW Driver CCC Newport Beach Learning Center Construction	147,372.20	420894
0149823	Bergelectric Corp ABC Bldg Bid 1965 Category -T- Electrical/Fire	133,879.00	420207
0149606	A-1 Fire Protection Inc Bid 1975 OCC Student Center Renovation	106,659.00	420249
0149611	Judge Netting Inc Bid 1979 OCC Softball Field Netting Board:6/16/10	105,570.00	420233
0149840	RVH Constructors Inc OCC Bldg CHS and lab sciences	105,480.00	420207
0149703	CW Driver ABC Bldg Const Mgr Service Boad Date:9/3/08	88,492.00	420207
0149826	Continental Plumbing Inc Bid 1975 OCC Student Services Renovation	73,566.00	420249
0149724	Sierra Lathing Co Inc Bid 1975 OCC Student Center Renovation Category G	59,677.00	420249
0149705	Dennison Electric Inc Bid 1975 OCC Student Center Renovation	58,030.00	420249
0149836	Landmark Site Contractors LRC Category J- Asphalt, Site Concrete & Paving	54,919.80	420356
0149723	Plumbing Piping & Construction Inc GWC Learning Resource Ctr ph1	51,792.48	420356
0150043	LPA Inc	50,947.60	420894

0149189	Architectural Services for CCC Newport Beach Digital Networks Group Inc	47,991.87	420236
0149188	Middle College Technology Classrooms A/V CW Driver	40,441.40	420249
0149830	Construction Management Services for OCC Student Elljay Acoustics Inc	39,463.00	420207
0149839	ABC Bldg Bid 1965 Category -L- Acoustical Ceilings Richard & Richard Construction Co Inc	39,275.00	420207
0149609	OCC Bldg CHS and lab sciences Cuyamaca Const Inc	31,680.00	420249
0150045	Bid 1975 OCC Student Services Renovation MVE Institutional Inc	30,920.30	420201
0149192	Architectural Services for OCC Music Bldg #3 MVE Institutional Inc	30,612.31	420201
0149831	Architectural Services for OCC Music Bldg #3 Industrial Masonry Inc	30,587.00	420207
0149722	ABC Bldg Bid 1965 Category -D- Masonry Native Electrical Construction Inc	24,700.27	420207
0149833	Interpipe Contracting Inc	24,001.00	420207
0149822	Alpha Mechanical Heating & Air Conditioning	21,705.00	420207
0149835	ISEC	20,525.00	420207
0149832	Industry Coatings	19,928.00	420207
0149829	EDGE Development Inc	19,841.00	420249
0149718	Marina Landscape Inc	19,599.30	420356
0149713	JB McGalliard & Sons Inc	18,648.00	420249
0149709	GCI Construction Inc	18,004.00	420249
0149838	Mitsubishi Electric & Electronics USA Inc	17,174.00	420207
0149843	T & D Communications Inc	15,939.17	420356
0149616	UCMI Inc	15,280.00	420249
0149615	TYR Inc	15,148.00	420356
0149714	Kamran & Co Inc	14,400.00	420249
0149726	So Cal Fire Protection Inc	12,587.40	420356
0149710	HPS Mechanical Inc	12,259.00	420249
0149931	Judge Netting Inc	11,730.00	420233
0149701	Bergelectric Corp	10,943.00	420249
0149194	Sasco	10,154.00	420249
0149704	Dell Higher Education	9,614.64	420292
0149195	So Cal Soil & Testing Inc	9,106.50	420207
0150047	So Cal Soil & Testing Inc	8,344.25	420207
0149702	Continental Plumbing Inc	8,174.00	420249
0149707	EDGE Development Inc	8,072.00	420249

0149828	DMA Greencare Contracting Inc	7,743.00	420207
0149824	Brian DeVries Construction Inc	6,648.00	420207
0149725	Sierra Lathing Co Inc	6,631.00	420249
0150046	Snowden Electric Co Inc	6,480.00	420894
0149706	Dennison Electric Inc	6,447.00	420249
0149933	Saddleback Materials Co Inc	6,032.34	420249
0149608	Construction Testing & Engineering Inc	5,410.00	420249
0149827	Cosco Fire Protection Inc	5,387.00	420207
0149721	MTGL Inc	4,604.70	420356
0149930	Elmco Duddy	3,682.28	420292
0149841	So Cal Soil & Testing Inc	3,558.00	420207
0149712	J Colavin & Son Inc	2,516.00	420249
0149607	Andtech Corporation	2,469.25	420299
0149719	Marina Landscape Inc	2,177.70	420356
0149613	Mobile Modular Management Corp	1,696.50	420297
0149728	US Demolition Inc	1,617.00	420249
0149715	Kamran & Co Inc	1,600.00	420249
0150203	So Cal Soil & Testing Inc	1,488.00	420207
0149711	HPS Mechanical Inc	1,362.60	420249
0150044	Michael Brandman Assoc	1,080.00	420894
0149614	Pacific Blue Micro	1,012.77	420249
0149193	Saddleback Materials Co Inc	1,005.39	420249
0149610	Geosyntec Consultants	910.01	420894
0149708	EDGE Development Inc	897.00	420249
0149837	Main Electric Supply Co	877.65	420249
0149825	Brian DeVries Construction Inc	738.00	420207
0149196	TBP Architecture Inc	591.03	420233
0149190	Division of State Architect	500.00	420318
0149932	RBF Consulting	473.53	420894
0150036	C2 Reprographics	294.97	420207
0149842	State Board of Equalization	293.00	420249
0150038	C2 Reprographics	167.39	420207
0150040	C2 Reprographics	84.72	420207
0150039	C2 Reprographics	81.45	420207
0150037	C2 Reprographics	40.17	420207
0150034	C2 Reprographics	36.87	420207
0150035	C2 Reprographics	36.87	420233
0150041	C2 Reprographics	36.87	420207

**Total****\$ 3,900,977.17**



## **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.

## **17. Approval of Agreements**

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**Subject**            **17.01 DIS - Approve Agreement between KJLA, LLC, a Delaware Limited Liability Company and the Coast Community College District for Licensing of Space at the La Habra Heights Broadcasting Facility**

**Meeting**           **Feb 16, 2011 - Regular Meeting**

**Category**          **17. Approval of Agreements**

**Access**            **Public**

**Type**              **Action**

### **Approve Agreement between KJLA, LLC, a Delaware Limited Liability Company and the Coast Community College District for Licensing of Space at the La Habra Heights Broadcasting Facility**

**1. Background:** Coast Community College District built the La Habra Heights broadcasting facility in 1972 to transmit Coastline telecourses to Orange County students through KOCE-TV. After the sale of KOCE-TV in 2004, the KOCE-TV Foundation rented the La Habra Heights Broadcasting as a backup facility. The KOCE-TV Foundation stopped using La Habra Heights as a backup facility in April 2008, freeing up space for other tenants.

**2. Goal/Purpose:**

Add additional broadcasting tenants to utilize vacant space.  
Create additional opportunities for funding.

**3. Comments (if any):** District Information Services (DIS) uses the La Habra Heights facility as a critical backup link for its Wide Area Network (WAN) between Golden West College, Coastline College and Orange Coast College.

DIS developed a Master Plan for new and replacement tenants at Coast's broadcasting facility. The City of La Habra Heights requested the Master Plan to facilitate their Conditional Use Permit (CUP) process for Coast's facility and its broadcasting tenants.

**4. Recommendation Statement:** After review by the Administrative Director, District Information Services, Vice Chancellor of Administrative Services, and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between KJLA, LLC and Coast Community College District. The agreement outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 16)

**5. Fiscal Review and Impact:** Gross Income of \$18,000 per year



**Subject**            **17.02 DIS - Approve Non-Standard Agreement between ImPACT Applications, Inc. (Immediate Post-Concussion Assessment and Cognitive Testing) and the Coast Community College District to Provide Computer Software for Clinical Management of Sports-Related Concussion Assessment**

**Meeting**            Feb 16, 2011 - Regular Meeting

**Category**            17. Approval of Agreements

**Access**             Public

**Type**                Action

**Approve Non-Standard Agreement between ImPACT Applications, Inc. (Immediate Post-Concussion Assessment and Cognitive Testing) and the Coast Community College District to Provide Computer Software for Clinical Management of Sports-Related Concussion Assessment**

**Background:** ImPACT Applications Inc. is a computerized sports-related concussion evaluation system developed by Dr. Mark Lovell and Dr. Joseph Maroon, as a tool to determine neurocognitive level of functioning of individual athletes at a baseline level, and a post-concussion level. This concussion-assessment can track the athlete's progress to a safe "return to play" status.

The District, as a member of SWACC JPA (Statewide Association of Community Colleges), has the opportunity for discounted utilization of the ImPACT program as a loss control tool for the benefit of our students, and as a risk reduction measure.

Campus coaches, athletic directors, athletic trainers, medical staff, can be trained to administer ImPACT's baseline testing, which measures various cognitive functions of each individual athlete, including but not limited to, attention span, response variability, non-verbal problem solving, and reaction time. The computer testing takes approximately twenty minutes.

**Goal/Purpose:** Provides campus athletic departments and health care personnel with an inexpensive tool to conduct baseline testing of students, on an individualized basis.

ImPACT takes baseline testing of individual athletes and compares results to post-injury concussion test results to evaluate and track concussion symptoms and the athlete's recovery.

As a member of SWACC, the District is eligible to receive the ImPACT program package for \$500.00 annually, per campus site (OCC and GWC). Each campus package includes 600 baseline tests and 180 post-injury tests.

**Recommendation Statement:** After review by the District Risk Services Manager and the District's General Counsel, it is recommended by the Chancellor that the Board of Trustees approve the agreement with ImPACT Applications, Inc. The Board President, or its designee, is authorized to accept the Terms and Conditions, and sign any related documents indicating approval by the Board of Trustees. (See Attachment # 15)

**Fiscal Impact:** \$1000.00 costs, to be paid by District Risk Management Mitigation Funds, for this one-year agreement.

File Attachments

[Impact Agreement.pdf \(156 KB\)](#)

**Subject**        **17.03 DIS - Approval of Employment Agreement, Interim Dean, Counseling & Special Programs, CCC**

**Meeting**        Feb 16, 2011 - Regular Meeting

**Category**       17. Approval of Agreements

**Access**         Public

**Type**            Action

**Approval of Employment Agreement, Interim Dean, Counseling & Special Programs, CCC**

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with William Kerwin, to serve as Interim Dean, Counseling & Special Programs, CCC, effective March 1, 2011 through August 31, 2011. Compensation to be \$10,005.83 per month based on the appropriate step placement. 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)

**File Attachments**

[Kerwin 2-16-11.pdf \(48 KB\)](#)

### **Agenda Item Details**

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Meeting	Feb 16, 2011 - Regular Meeting
Category	17. Approval of Agreements
Subject	17.04 DIS - Authorization for Approval of Revised Addendum No. 2 to URS Corporation Construction Management Agreement; Golden West College Learning Resource Center
Access	Public
Type	

### **Public Content**

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#### **Authorization for Approval of Revised Addendum No. 2 to URS Corporation Construction Management Agreement; Golden West College Learning Resource Center**

1. **Background** - The Golden West College Learning Resource Center project has experienced several delays which have impacted project completion. These Delays are attributable to rain, architectural redesign, contractor errors, contractor-subcontractor disputes, and non-performance by the critical path contractor. The project completion has been impacted by an estimated 346 calendar days.

URS Corporation was originally contracted to perform construction management services on this project for a duration of 640 calendar days, with completion by May 12, 2010. Since May 2010, URS has been performing services on the project without compensation, in an attempt to complete this project. The delays set forth above have caused URS time on project to be extended.

As a result of the recent termination of T & Y Construction and their non-performance being a major factor for continued project delay, it is expected this project will be substantially completed by April 30, 2011. The District has been negotiating contract amendments with different trades due to project delays, and will seek to recover any additionally incurred expenses from all parties accountable for project delay.

2. **Goal/Purpose** - In order to facilitate the completion of the GWC LRC Project, the District must extend our construction management contract with URS Corporation. Addendum No. 2 will compensate URS for services they have already performed for the period May 1, 2010 through December 31, 2010. Addendum No. 2 also sets *Not to Exceed* (NTE) amounts for future services performed by URS through the anticipated project completion date, as requested by the Board of Trustees.

3. **Comments** - The District and URS have adjusted the project staffing schedule to meet necessary requirements for successful project close-out while reducing monthly expenditures by more than 50% for the remainder of the project.

4. **Recommendation Statement** - This Addendum No. 2 has been revised to include more detailed information as requested by the Board of Trustees at the 2/02/11 board meeting. At the 2/02/11 board meeting, the Board authorized the District to pay URS for services rendered for the period 5/01/10 through 12/31/10. After further review by the Vice President of Administrative Services, the Vice Chancellor of Administrative Services, and by District General Counsel, it is recommended by the Chancellor that authorization be given for Addendum No. 2 to the URS Construction Management Agreement for the Golden West College Learning Resource Center project. (See Attachment # 18)

5. **Fiscal Impact**  
Additional \$769,936.81 (Measure C- General Obligation Bond Fund)  
Master Plan Approved Project  
GWC Learning Resource Center.

**Subject**            **17.05 GWC - Approve Non-Standard Agreement between Institute of Reading Development and the Coast Community College District to Teach a Series of Reading Enrichment Programs**

**Meeting**            Feb 16, 2011 - Regular Meeting

**Category**           17. Approval of Agreements

**Access**            Public

**Type**                Action

**Approve Non-Standard Agreement between Institute of Reading Development and the Coast Community College District to Teach a Series of Reading Enrichment Programs**

**1. Background Information:** The summer reading programs have been offered by the Institute of Reading Development through Golden West College Community Services since 1994 with great success.

**2. Goal/Purpose:** To provide the children and adults in our community the opportunity to develop a strong foundation of reading skills, a high level of confidence, and a lifelong love of reading.

**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 Institute of Reading Development and the Coast Community College District to teach a series of reading enrichment programs, from February 17, 2011 through December 31, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 11)

**5. Fiscal Impact:** Institute of Reading Development to remit 10% of gross tuition revenues to GWC Community Services. The Institute will provide and pay for all materials and instruction for the Programs.

File Attachments

[IRD Agreement 2011.pdf \(2.168 KB\)](#)

**Subject**            **17.06 GWC - Approve Amendment to Non-Standard Agreement between Commission on Peace Officers and Standards Training (POST) and the Coast Community College District for Legal Update Training of California Law**

**Meeting**            Feb 16, 2011 - Regular Meeting

**Category**           17. Approval of Agreements

**Access**             Public

**Type**                Action

**Approve Amendment to Non-Standard Agreement between Commission on Peace Officers and Standards Training (POST) and the Coast Community College District for Legal Update Training of California Law**

**1. Background Information:** GWC provides post-production, DVD authoring and replication services for all legal update training segments used in the *Case Law Today (CLT)* monthly series; provides design, implementation, conversion and related technical services for converting the *Case Law Today* video series to an online resource offered through the POST Learning Portal; and, provides additional video segment production services on case decision and legal update subject matter.

**2. Goal/Purpose:** Provide pre-production, production, and post-production of the POST 2011 Legal Update telecourse training video program and companion print resource materials. Contractor will coordinate and host development meeting with Subject Matter Experts and video production staff; provide video production personnel, resources and facilities; conduct videotaped studio interviews; and, provide post-production editing and graphics services resulting in delivery of a segmented training video of up to 120 minutes. Final video and print resource materials (reference guide) will be converted to digital formats suitable for a compatible with internet-based delivery via the POST Learning Portal. Additional conversion of the POST 2011 Legal Update telecourse training video and 12 episodes of the FY 2010-2011 Case Law Today series videos into a portable digital format (MPED-4) that is optimized for download and playback on mobile devices (e.g. Blackberry, Droid, iPhone, iPad).

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the amendment to the agreement between Commission on Peace Officers and Standards Training and the Coast Community College District for legal update training of California law, from July 1, 2010 through June 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 12)

**5. Fiscal Impact:** Income of \$314,000 to NMC Auxiliary funds.  
(Revision is to include additional duties and to increase the amount of income. Previous Board action: 7/21/10.)

File Attachments

[POST Amendment 2.pdf \(119 KB\)](#)

**Subject**            **17.07 OCC - Approve Agreement between the Clarus Corporation and the Coast Community College District for the Purpose of Conducting an Internal and External Communications Audit**

**Meeting**            Feb 16, 2011 - Regular Meeting

**Category**            17. Approval of Agreements

**Access**             Public

**Type**                Action

**Approve Agreement between the Clarus Corporation and the Coast Community College District for the Purpose of Conducting an Internal and External Communications Audit**

**Background:** The audit will include an assessment of internal and external communication materials with recommendations for improvement being supplied to the campus through written and electronic reports

**Goal/Purpose:** To determine the strengths and weaknesses of the campus' communication plan and to develop goals and strategies for improvement.

**Comments:** Reviewed by Risk Services

**Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between Clarus Corporation and the Coast Community College District for the purpose of conducting an internal and external communications audit for Orange Coast College. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 5)

**Fiscal Impact:** Orange Coast College to fund \$5,000.00 from General Fund and \$5,000.00 from Ancillary Funds

File Attachments

[Clarus Contract.PDF \(143 KB\)](#)

**Subject**            **17.08 OCC - Approve Agreement between the Core Performance Concepts Inc. and the Coast Community College District for the Purpose of Teaching Effective Project Management Training Course Offered by Orange Coast College**

**Meeting**            Feb 16, 2011 - Regular Meeting

**Category**           17. Approval of Agreements

**Access**             Public

**Type**                Action

**Approve Agreement between the Core Performance Concepts Inc. and the Coast Community College District for the Purpose of Teaching Effective Project Management Training Course Offered by Orange Coast College**

**Background:** The course includes classroom instruction in Effective Project Management Training and the curriculum belongs to Core Performance Concepts Inc. This is an industry certification.

**Goal/Purpose:** To offer classroom instruction in Effective Project Management Training available to the community.

**Comments:** Reviewed by Risk Services

**Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between Core Performance Concepts Inc. and the Coast Community College District for the purpose of offering Effective Project Management Training available to the community. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 4)

**Fiscal Impact:** Orange Coast College Community Education to receive revenue from this contract through participant registrations.

File Attachments

[EMP Agreement \(2\).pdf \(280 KB\)](#)

## **18. Buildings and Grounds Approvals**

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**Subject** 18.01 DIS - Bid Tabulations and Award of C-Arm X-Ray System for the Orange Coast College (ABC Building); Bid No. 1991

**Meeting** Feb 16, 2011 - Regular Meeting

**Category** 18. Buildings and Grounds Approvals

**Access** Public

**Type** Action

### **Bid Tabulations and Award of C-Arm X-Ray System for the Orange Coast College (ABC Building); Bid No. 1991**

#### **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 for the newly constructed OCC ABC Building.

#### **3. Comments:** None.

#### **4. Recommendation Statement:**

Notices were published on January 4, 2011 and January 11, 2011 in a local newspaper. Five (5) bid packages were e-mailed to prospective bidders and only one (1) bid was received.

The bid was opened on January 19, 2011 for the C-Arm X-Ray system for Orange Coast College Bid No. 1991. Each bidder was required to bid on one (1) C-Arm X-Ray system and a four (4) year extended warranty for the system.

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 1991 to Siemens Medical Solutions, USA, Inc. Bid results, as shown below, include tax:

<b>1. Siemens Medical Solutions</b>	<b>\$121,551.33</b>
51 Valley Stream Parkway, Malvern, PA 19355	
2. Phillips Medical Systems	No Bid
3. GE Healthcare	No Bid
4. Toshiba America Medical	No Bid
5. Freedom Imaging	No Bid

**Fiscal Impact: \$121,552.00** 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)



## **19. General Items of Business**

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<b>Subject</b>	<b>19.01 CCC - Authorization for Coastline Community College to Conduct a Short-term Study Abroad Program in Italy during Summer 2012</b>
Meeting	Feb 16, 2011 - Regular Meeting
Category	19. General Items of Business
Access	Public
Type	Consent

### **Authorization for Coastline Community College to Conduct a Short-Term Study Abroad Program in Italy during Summer 2012**

After review by the Dean of Instruction, it is recommended by the Coastline Community College President that authorization be given to enter into a standard travel contractor agreement to conduct a program in Italy during Summer 2012. Jane Bauman, full-time instructor, and John Clark and Lynn Torrini, part-time instructors, to serve as faculty. All logistical arrangements will be handled by ACCENT International Consortium for Academic Programs Abroad.

**Fiscal Impact:** No cost to the District. 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 Coast Community College District for the total cost of the trip.

**Subject**           **19.02 DIS - Approval of Chancellor Recruitment Process**  
**Meeting**           Feb 16, 2011 - Regular Meeting  
**Category**          19. General Items of Business  
**Access**           Public  
**Type**             Action

### **Approval of Chancellor Recruitment Process**

a. Approval of Agreement with Association of Community College Trustees to perform Search Consultant Services for the 2011 Chancellor Recruitment Process (See Attachment # 10)

b. Formation of Search Committee Membership for Chancellor Recruitment 2011

Pursuant to Board Policy 7909 (050-1-17), Search and Selection of the Coast Community College District Executive Management Employees, the Search Committee for the position of Chancellor consists of the following stakeholder groups and representatives they select.

- ~ Two Board Members appointed by the Board of Trustees - Trustee Jerry Patterson, Board President and Trustee Lorraine Prinsky, Board Clerk
- ~ One community member appointed by the Board of Trustees - Pending
- ~ One College President appointed by the Chancellor or Board of Trustees - Wes Bryan, Golden West College
- ~ Three Academic Senate representatives appointed by the Senates of the three colleges. Theresa Lavarini, or designee for Golden West College, Nancy Jones for Coastline Community College and Patrick Coaty for Orange Coast College.
- ~ One Student Trustee or Designee - Student Trustee Lee Fuller
- ~ One representative of Coast Federation of Classified Employees (CFCE) appointed by CFCE - Ann Nicholson
- ~ One representative of Coast Federation of Educators (CFE) appointed by CFE - Dean Mancina
- ~ One representative of Coast Community College Association/California Teachers Association (CCCA/CTA) appointed by CCCA/CTA - Dr. Barbara Price
- ~ One administrative representative appointed by Coast District Management Association (CDMA) - Vince Rodriguez
- ~ One Confidential employee appointed by the Confidential employees - Christina Irvin

TOTAL: 13 members

Advisor: Vice Chancellor, Human Resources or designee of the Board of Trustees

c. Appointment of Community Representative for Chancellor Search Committee

#### **File Attachments**

[ACCT Contract.pdf \(85 KB\)](#)

<b>Subject</b>	<b>19.03 DIS - Appoint Task Force to Review Board of Trustees' Policies</b>
Meeting	Feb 16, 2011 - Regular Meeting
Category	19. General Items of Business
Access	Public
Type	Action

#### **Appoint Task Force to Review Board of Trustees' Policies**

Board President Patterson requests authority to appoint Board Clerk Prinsky and Vice President Moreno as a Board Task Force to review General Counsel's memorandum dated January 28, 2011 on outdated or nonexistent Board Policies that have legal risk urgency. Task Force will establish a priority of consideration and refer to Chancellor's task force those that require participatory governance procedures. Task Force is to draft all Board Policies that do not require participation, and bring policies to the full Board for consideration with all due diligence.

**Subject**           **19.04 DIS - Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services**

**Meeting**           Feb 16, 2011 - Regular Meeting

**Category**         19. 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 be authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

Eckert and Associates  
12606 Sanford Street  
Los Angeles CA 90066

Allison Mechanical  
1968 Essex Court  
Redlands CA 92373

Rodriguez Engineering  
1411 N. Batavia Street Suite 121  
Orange CA 92867

**Subject**            **19.05 DIS - Authorization to Purchase a Hewlett Packard (HP) Computer Server to Upgrade Orange Coast College's Technology Infrastructure using the Western States Contracting Alliance (WSCA) Master Price Agreement from CompuCom Systems, Inc.**

**Meeting**            Feb 16, 2011 - Regular Meeting

**Category**            19. General Items of Business

**Access**             Public

**Type**                Action

**Authorization to Purchase a Hewlett Packard (HP) Computer server to Upgrade Orange Coast College's Technology Infrastructure using the Western States Contracting Alliance (WSCA) Master Price Agreement From CompuCom Systems, Inc.**

1. **Background.** Public contract Code 20652 provides authority for the governing board of any community college district without advertising for bids, the use of other Public Agencies contract for lease or purchase of equipment when the Board has determined it to be in the best interest of the District.
2. **Goal/Purpose:** The new computer server will be used to upgrade the technology infrastructure of Orange Coast College.
3. **Comments:** None.
4. **Recommendation Statement:** After review by the Senior Director of Technology at Orange Coast College, Purchasing and Accounts Payable Manager, the Vice Chancellor of Education Services and Technology, it is recommended by the Chancellor that the Board authorize the Purchasing and Accounts Payable Manager to issue purchase orders for a HP computer server using the WSCA Master Agreement from CompuCom Systems Inc.
5. **Fiscal Review and Impact:** NTE \$220,584.00 (General Funds)

**Subject**            **19.06 DIS - Appointment of Trustee to Participate in Shareholders Meetings of the Enterprise Corporation**

**Meeting**            Feb 16, 2011 - Regular Meeting

**Category**           19. General Items of Business

**Access**             Public

**Type**                Action

**Appointment of Trustee to Participate in Shareholders' Meetings of the Enterprise Corporation**

After review by the District's General Counsel, it is recommended that the Board appoint a Trustee to participate in any regular or special Shareholders' Meetings of the Enterprise Corporation, through December 31, 2011, and that the Board authorize that Trustee to vote by proxy on behalf of the District at any such meeting, including voting for members of the Board of Directors of the Enterprise Corporation. The Board also may establish parameters and provide direction to the appointed Trustee.

**Subject : 19.07 DIS - Appointment of Trustee Representatives to Serve as Liaisons to District Auxiliary Organizations**

Meeting Feb 16, 2011 - Regular Meeting

Category 19. General Items of Business

Access Public

Type Action

**Appointment of Trustee Representatives to Serve as Liaisons to District Auxiliary Organizations**

In compliance with Board Policy 3600 (040-1601), "Auxiliary Organizations" it is recommended that the Board appoint a Member to serve as a Liaison to each of the following Auxiliary Organizations for Calendar Year 2011:

Coastline Community College Foundation  
Coast Community College District Enterprise Corporation  
Coast Community College District Foundation  
Golden West College Foundation  
Orange Coast College Foundation

The Secretary of the Board of Trustees is directed to notify the Executive Director/President of each auxiliary organization of the respective liaison appointment of the Board of Trustees.

## 20. Resolutions

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**Subject**            **20.01 Revision of Resolution # 11-04 to Establish Nonresident Tuition Fee, 2011/2012**

**Meeting**           **Feb 16, 2011 - Regular Meeting**

**Category**          **20. Resolutions**

**Access**            **Public**

**Type**               **Action**

### **Revision of Resolution # 11-04 to Establish Nonresident Tuition Fee, 2011/2012**

Resolution 11-04 was previously approved at the January 19, 2011 Board of Trustees meeting which was later found to contain incorrect figures. Resolution # 11-04 to Establish Nonresident Tuition Fee, 2011-2012, has been revised and is attached for review. (See Attachment # 13)

#### **File Attachments**

[Nonresident Resolution 2011-2012 2 \(2\) Revised from Jan 19 Meeting.pdf \(214 KB\)](#)



**Subject**      **20.02 Resolution # 11-06 Authorizing Payment for Trustee Absent from Board Meeting**

**Meeting**      Feb 16, 2011 - Regular Meeting

**Category**      20. Resolutions

**Access**      Public

**Type**      Action

**Resolution # 11-06, Authorizing Payment to Trustee Absent from Board Meeting**  
(See Attachment # 14)

File Attachments

[Resolution 11-06 Fuller Absence.pdf \(203 KB\)](#)

**Subject**        **20.03 Resolution # 11-07 To Adopt September to December 2010 Budget Transfers**

**Meeting**        Feb 16, 2011 - Regular Meeting

**Category**       20. Resolutions

**Access**        Public

**Type**

**Resolution # 11-07 To Adopt September to December 2010 Budget Transfers**  
(See Attachment # 8)

**File Attachments**

[Res # 11-07 to Adopt September to December 2010 Budget Transfers.pdf \(149 KB\)](#)

**Subject**            **20.04 Resolution # 11-08 To Increase Income and Expenditure Budget for 2010-2011**

**Meeting**            Feb 16, 2011 - Regular Meeting

**Category**           20. Resolutions

**Access**             Public

**Type**                Action

**Resolution # 11-08 To Increase Income and Expenditure Budget for 2010-2011**  
(See Attachment # 7)

File Attachments

[Res # 11-08 to Increase Income and Expenditure Budget for 2010-2011.pdf \(205 KB\)](#)

## **21. Approval of Minutes**

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**Subject**            **21.01 DIS - Approval of Minutes**  
**Meeting**           Feb 16, 2011 - Regular Meeting  
**Category**          21. 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 following meetings be approved:**

Regular Meeting of January 19, 2011  
Special Meeting of February 2, 2011  
Regular Meeting of February 2, 2011

**File Attachments**

[Min 01-19-11 Regular Meeting.pdf \(106 KB\)](#)

[Min 2-2-11 Special Meeting.pdf \(10 KB\)](#)

[Min 2-2-11 Regular Meeting.pdf \(62 KB\)](#)

## **22. Policy Implementation**

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<b>Subject</b>	<b>22.01 DIS - Adoption of Policy BP 3600 (040-16-1) Auxiliary Organizations</b>
Meeting	Feb 16, 2011 - Regular Meeting
Category	22. Policy Implementation
Access	Public
Type	Action

### **Adoption of Policy BP 3600 (040-16-1) Auxiliary Organizations**

At the February 2, 2011 meeting, the Board reviewed and discussed proposed new policy BP 3600 (040-16-1) Auxiliary Organizations.

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Board adopt BP 3600 (040-16-1) Auxiliary Organizations.  
(See Attachment # 9)

#### **File Attachments**

[Auxiliary Organizations Policy from JL with mark-ups.pdf \(325 KB\)](#)

**Subject**            **22.02 OCC - Adoption of Revised Policies BP 6701 (040-2-1) Use of Facilities and BP 6702 (040-2-1.1) Usage Fees for Facilities and/or Equipment Coastline - Golden West - Orange Coast**

**Meeting**            Feb 16, 2011 - Regular Meeting

**Category**           22. Policy Implementation

**Access**             Public

**Type**                Consent

**Adoption of Revised Policies BP 6701 (040-2-1) Use of Facilities and BP 6702 (040-2-1.1) Usage Fees for Facilities and/or Equipment Coastline - Golden West - Orange Coast**

On February 2, 2011 the Board of Trustees reviewed the proposed revisions to policies BP 6701 (040-2-1) Use of Facilities and BP 6702 (040-2-1.1) Usage Fees for Facilities and/or Equipment Coastline - Golden West - Orange Coast. Additions to the policies are in **bold** and deletions are in ~~striketrough~~.

Orange Coast College, and Golden West College Administrative Services to increase the Facility Rental Usage Fee for Parking Lot spaces for Non-Profit organizations from \$2.00 to \$5.00 and for Commercial from \$4.00 to \$7.00 per space to be in affect after board approval on February 16, 2011. (See Attachment # 6)

**Fiscal Impact:** Increase revenue to support campus public safety department, and maintenance of parking areas.

**File Attachments**

[BUSINESS OEPRATIONS 2011 for 2-16-11 Meeting.pdf \(247 KB\)](#)

## **23. Close of Meeting**

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<b>Subject</b>	<b>23.01 - 23.02 Close of Meeting</b>
Meeting	Feb 16, 2011 - Regular Meeting
Category	23. Close of Meeting
Access	Public
Type	Action

### **23.01 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.*

### **23.02 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

January 19, 2011

**MINUTES**

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on January 19, 2011 in the Board Room at the District Office.

**1.00 Preliminary Matters 1**

**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, Jim Moreno, Lorraine Prinsky, David Grant,  
Mary Hornbuckle 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:

**1.0 4.01 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, Accessibility Center for Educ (ACE)
  - b. Interim Vice President, Admin Services
6. Classified Management
7. Classified Staff
  - a. Typist Clerk Intermediate
  - b. Accounting Assistant 1
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments
  - a. Military Contract Educ Tech III
  - b. Military Contract Educ Program Coordinator
  - c. Special Assignment
  - d. Child Development Specialist
  - e. Staff Aide
  - f. Special Assignment
  - g. Exec Assistant to Vice Chancellor
  - h. Application Project Coordinator
  - i. Student Fin Aid Coordinator
  - j. Staff Assistant Special Projects
  - k. Child Care Center Coordinator
  - l. Staff 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)

Morgenstern v. Orange Coast College et al., Orange County Superior Court Case No. 30-2008-0019222

Jacobson v. Coast Community College District (Arbitration)

Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)

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  
Coast Community College Association vs. Coast Community College District (Arbitration)

**1.04.03 Public Employee Discipline/Dismissal/Release**

(Pursuant to sub-section "b" of Government Code Section 54957)

**1.04.04 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

**1.04.05 Public Employee Performance Evaluation**

(Pursuant to Government Code Section 54957)

Position: Chancellor

**1.05 Reconvene Regular Meeting**

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

**1.06 Pledge of Allegiance – Trustee Jim Moreno**

Trustee Jim Moreno 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 Ms. Hornbuckle, the Board voted unanimously to approve Agenda Item 1.04.01 Public Employment (See Appendix pages 16-43)

Motion carried with the following vote:

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

**1.08 Public Comment (Open Session – Items on Agenda)**

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

## **2.0 Preliminary Matters II**

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

#### **2.01.01 Presentation of \$100,000 grant for the Southern California Edison Green Job Education Initiative by Jenelle Froisland, Regional Manager, Southern California Edison**

Jenelle Froisland, Regional Manager, Southern California Edison, presented a \$100,000 grant to Golden West College.

#### **2.01.02 Acceptance of Retirements**

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

##### **Classified**

Elmer (David) Belk, OCC  
Katherine Mahler, OCC  
Allen Herman, OCC  
Leslie Henninger, OCC  
Christina Bednarski, OCC

Additionally, a revision was made to a previous Board action with the retirement date for Linda K. Mellor, CCC, Staff Specialist, being revised from January 3, 2011 to December 31, 2010.

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

Motion carried with the following vote:

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

#### **2.01.03 Public Hearing – Coast Community College District's Initial Proposal to Negotiate The Agreement between the Coast Community College District and the Coast Federation of Educators/American Federation of Teachers (CFE/AFT-Local 1911)**

The Public Hearing was opened by Trustee Patterson at 6:42 p.m. As there was no testimony, Mr. Patterson closed the Public Hearing at 6:43 p.m.

### **3.00 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)*

#### **3.01 Report from the Chancellor**

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

### **3.02 Reports from the Presidents**

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

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

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

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

Lisa Okamoto, ASG President, Coastline Community College

### **3.04 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

### **3.05 Reports from Employee Representative Groups**

Reports were provided by the following Employee Representative Groups:

Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT)  
Vince Rodriguez, Coast District Management Association (CDMA)

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

Board members provided individual reports.

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

The Board reviewed the dates of the upcoming Board Committee meetings, and provided updates on committee activities and meetings.

### **3.08 Budget Report**

Andrew Dunn, Vice Chancellor of Finance and Administrative Services presented a report on the Budget. A copy of this report is on file for public review in the Board of Trustees' Office.

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

### **4.01 Board Meeting Dates**

The Board reviewed the scheduled Board Meeting dates for FY 2010/2011 as presented in the January 19, 2011 Agenda.

**4.02 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 meeting and conferences dates for the AACC, ACCT, and the CCLC.

**4.03 Opportunity for the Board to Review the Board Directives Log**

The Board reviewed and discussed the items on the Board Log. For Item #14, the Agenda Due Date was revised to February 2, 2011.

**4.04 Review of Buildings and Grounds Reports**

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the January 19, 2011 Agenda.

**Consent Calendar**

**Item 6.01 DIS – Curriculum Approval, Course Suspensions for Golden West College, and Item 9.01 DIS – Authorization to Apply for Funded Programs**, were pulled from the Consent Calendar. On a motion by Ms. Hornbuckle and seconded by Mr. Fuller, the Board approved the balance of the Consent Calendar

Motion carried with the following vote:

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

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board approved **Item 6.01, DIS – Curriculum Approval, Course Suspensions for Golden West College.**

Motion carried with the following vote:

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

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board approved **Item 9.01, DIS – Authorization to Apply for Funded Programs.**

Motion carried with the following vote:

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

**Action Section**

**24.0 Action Items – Approval of Agreements**

**24.01 CCC - Approve a Service Provider Agreement between Continental Vending, Inc. and the Coast Community College District for Vending Services at Coastline Community College**

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the Service Provider Agreement between Continental Vending, Inc. and the Coast Community College District. The term of the Agreement is for sixty months beginning January 20, 2011 through January 19, 2016. The Board President, or designee, is authorized to sign the Agreement.

**Fiscal Review and Impact:** No cost to the District. Revenue projected at \$6,000 annually based on historical data.

Motion carried with the following vote:

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

**24.02 CCC - Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Third Edition of the Telecourse Student Guide for Physical Anthropology: The Evolving Human**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Amendment to the Agreement between Cengage Learning and the Coast Community College District to revise and publish the third edition of the Student Guide for Physical Anthropology: The Evolving Human 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.

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

Motion carried with the following vote:

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

**24.03 CCC - Approve Revision in the Wording of Coast Learning Systems' Master Course License Agreement, Consortium Master Course License Agreement and Supplement to Master Course License Agreement**

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle to approve the revisions to the wording of the Master Course License Agreement, Consortium Master Course License Agreement, and the Supplement to the Master Course License Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** No fiscal impact to CCCD.

Motion carried with the following vote:

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

**24.04 CCC - Approve Agreement between the Santa Ana Workforce Investment Board (SAWIB), and the Coast Community College District in Providing Training to Workforce Investment Act Participants**

It was moved by Mr. Moreno and seconded by Dr. Prinsky to approve the Agreement between the Santa Ana Workforce Investment Board and the Coast Community College District to provide training to WIA participants. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** Gross income of \$1,800 – \$5,800 per program enrollment.

Motion carried with the following vote:

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

**24.05 CCC - Approve Service Provider Agreement between PBM IT Solutions and the Coast Community College District to Provide Customer with Diagnostic, Remedial And Maintenance Services of the Client's Computer Network**

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the Service Provider Agreement between PBM IT Solutions and the Coast Community College District. The term of the Agreement is for twelve months beginning January 20, 2011 through January 19, 2012. The Board President, or designee, is authorized to sign the Agreement.

**Fiscal Review and Impact:** \$35,580 annually. Funding source: General fund.

Motion carried with the following vote:

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

**24.06 DIS - Approval of Employment Agreement, Interim Vice President Administrative Services, CCC**

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the employment agreement with Christine Nguyen, CCC, to serve as Interim Vice President Administrative Services, effective January 3, 2011 through June 30, 2011. Compensation to be \$10,255.08 per month based on the appropriate step placement, including longevity. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote:



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

**24.07 DIS - Approval of Employment Agreement, Director, Accessibility Center for Education (ACE), GWC**

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson to approve the employment agreement with Lynita Mayer to serve as Director, Accessibility Center for Education (ACE) at GWC, effective January 20, 2011 through June 30, 2012. Compensation to be \$64,570 per year. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote:

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

**24.08 GWC - Approve Independent Contractor Agreement with Cambridge West Partnership, LLC for Updating Golden West College's Master Plan**

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the agreement between Cambridge West Partnership, LLC and the Coast Community College District for updating Golden West College's Educational Master Plan, from January 20, 2011 through June 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$50,910 to be paid from general funds.

Motion carried with the following vote:

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

**24.09 OCC - Approve Non-Standard Agreement between the Institute of Reading Development and the Coast Community College District for the Purpose of Teaching a Series of Reading Enrichment Programs Offered by Orange Coast College**

It was moved by Mr. Moreno and seconded by Dr. Prinsky to approve the Agreement between the Institute of Reading Development and the Coast Community College District for the purpose of teaching a series of reading enrichment programs offered by Orange Coast College at a mutually agreed upon sites until January 31, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** The fee split will be 88/12 with 88% of the gross tuition income retained by the institute and 12% to Orange Coast College.

Motion carried with the following vote:

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

**24.10 OCC - Approve Agreement between the Pacific Maritime Institute and the Coast Community College District for the Purpose of Purchasing Curriculum for the Orange Coast College School of Sailing and Seamanship**

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the Agreement between Pacific Maritime Institute and the Coast Community College District for the purpose of offering 44 hours of curriculum in Able Seaman instruction available through the Orange Coast College School of Sailing and Seamanship. 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 to fund \$5,000.00 from Perkins Mariners Technology Grant funds.

Motion carried with the following vote:

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

**24.11 OCC - Approve Non-Standard Agreement between Microsoft and the Coast Community College District for the Purpose of Partnering with Microsoft to Offer a Series of Windows Workshops at Orange Coast College**

It was moved by Mr. Fuller and seconded by Mr. Moreno to approve the Agreement between the Institute of Reading Development and the Coast Community College District for the purpose of teaching a series of reading enrichment programs offered by Orange Coast College at a mutually agreed upon sites until December 31, 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 to receive revenue from this contract through community registrations.

Motion carried with the following vote:

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

**24.12 OCC - Approve Non-Standard Agreement between The Regents of the University of California Puente Project and the Coast Community College District to Provide a Program for Educationally Disadvantaged Students at Orange Coast College**

It was moved by Mr. Fuller and seconded by Dr. Prinsky to approve the Agreement between the Regents of the University of California Puente Project and the Coast Community College District for the purpose of increasing the number of educationally

disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations.

**Fiscal Impact:** Orange Coast College to receive revenue in the amount of \$1500.00 from University of California Regents to provide mentor support for the Puente Program.

Motion carried with the following vote:

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

**24.13 OCC - Approve Agreement between Rational Inc. and the Coast Community College District for the Purpose of Allowing RATIONAL to Show and Demonstrate their Donated Equipment to Potential Customers at an Agreed Upon Schedule with Instructional Food Service Operation, and to Store the Equipment in Instructional Food Service Operation's Facility, Pursuant to the Terms of the District's Bailee Agreement**

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle to approve the Agreement between RATIONAL and Coast Community College District. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** No monetary costs are associated except for normal maintenance and repair. There is no cost for the usage of the equipment.

Motion carried with the following vote:

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

**25.00 Buildings and Grounds Approvals**

**25.01 DIS - Authorization to Purchase Twelve Apple Computer Servers for the Golden West College Learning Resource Centers (LRC) New Media Center using Apple's Collegiate Purchase Program (CPP) Agreement**

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle to authorize the Purchasing and Accounts Payable Manager to issue a purchase order for Apple computer servers using Apple's Collegiate Purchase Program (CPP).

**Fiscal Review and Impact:** \$152,874.00 (Revised from General Funds to New Media Auxiliary Funds)

Motion carried with the following vote:

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

**25.02 DIS - Bid Tabulations and Award of Contract: Golden West College New Media Center; Bid No. 1989 (re-bid)**

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to authorize the award of Lot #1 to Snader and Associates and Lots #2 and #3 to VMI Incorporated.

VMI Incorporated	Lot #1 \$282,808.00
11258 Monarch Ave, Ste A	<b>Lot #2 \$189,037.00</b>
Garden Grove, CA 92841	<b><u>Lot #3 \$ 26,584.00</u></b>

Snader and Associates	<b>Lot#1 \$255,887.00</b>
1434 East 33 <sup>rd</sup> Street	Lot#2 \$208,759.00
Signal Hill, CA 90755	<b><u>Lot#3 \$ 26,584.00</u></b>

**Fiscal Review and Impact: \$441,508.00** (Revised from General Funds to New Media Auxiliary Funds)

Motion carried with the following vote:

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

**25.03 DIS - Authorization for Addendum No. 2 to URS Corporation; Golden West College Learning Resource Center**

This item was pulled from the agenda by Staff.

**26.00 General Items of Business**

**26.01 DIS - Consideration of Nomination to the California Community College Trustees (CCCT) Board of Directors**

It was moved by Dr. Prinsky and seconded by Mr. Patterson to nominate Trustee Jim Moreno for membership on the CCCT Board.

Motion carried with the following vote:

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

**26.02 GWC - Approve Golden West College Articulation and Transfer Center Plan for 2010-2011**

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle that the 2010-2011 Golden West College Articulation and Transfer Center Plan be approved, which includes the Articulation and Transfer Center activities and services provided to students.

Motion carried with the following vote:

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

## **27.00 Resolutions**

### **27.01 DIS - Resolution # 11-01 In Support of Expedited Implementation of SB 1440**

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to adopt Resolution #11-01 in support of Expedited Implementation of SB 1440.

Motion carried with the following vote:

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

### **27.02 Resolution #11-02 Authorizing Payment to Trustee Absent from Board Meeting**

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle to adopt Resolution #11-02 authorizing payment to Trustee Moreno who was absent from the Special Meeting on December 15, 2010.

Motion carried with the following vote:

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

### **27.03 Resolution # 11-04 Establishing Nonresident Tuition Fee, 2011/2012**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to adopt Resolution #11-04 establishing a nonresident tuition fee, 2011/2012.

Motion carried with the following vote:

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

### **27.04 Resolution #11-05 Authorization of Signatures**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to adopt Resolution #11-05 Authorization of Signatures.

Motion carried with the following vote:

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

## **28.00 Approval of Minutes**

### **28.01 Approval of Minutes**

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle that the following minutes be approved:

Special Meeting of October 4, 2010  
Regular Meeting of November 17, 2010  
Regular Meeting of December 8, 2010  
Special Meeting of December 8, 2010  
Special Meeting of December 15, 2010  
Special Meeting of January 5, 2011

Motion carried with the following vote:

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

## **29.00 Policy Implementation**

### **29.01 Approval of Revisions to Board Policy 3301, "Inspection and Copying of Public Records"**

On a motion Dr. Prinsky and seconded by Mr. Moreno, the Board voted 3-2 to approve the revisions to Policy 3301, "Inspection and Copying of Public Records."

Motion carried with the following vote:

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

## **30.00 Close of Meeting**

### **3001 Public Comment (Items Not on the Agenda)**

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

### **30.02 Adjournment**

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

Motion carried with the following vote:

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

The meeting was adjourned at 9:21 p.m.

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Secretary of the Board of Trustees

**Appendix**

Page

<b>A.</b>	Public Employment Report.....	16-43
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## 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

#### HOLISTIC GRADING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Austin, Vera	01/31/11	06/30/11	PDH	\$29.46

#### SECURITY FOR COASTLINE LEARNING CENTER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chen, Eric	01/19/11	06/30/11	PDH	\$29.46

#### INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Fry, Marilyn	01/31/11	05/29/11	IUM	\$1514.00	English

#### BASIC SKILLS WORKSHOPS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Jereb, Claudia	01/20/11	06/30/11	PDH	\$29.46

#### U.S. CITIZENSHIP EXAMINATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Jones, Julie	01/20/11	06/30/11	PDH	\$29.46

#### ESL AND ASSESSMENT COORDINATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kuntzman, Linda	01/20/11	06/30/11	EXM	\$43.55

#### ESL AND ASSESSMENT COORDINATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Sanders, Susan	02/28/11	06/30/11	MTH	\$44.36	\$2395.76

#### CURRICULUM DEVELOPER AND PROJECT COORDINATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Tsutsumida-Krampe, L.	01/20/11	06/30/11	EXM	\$43.55



PART TIME COUNSELOR – FINANCIAL AID PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Chen, Donna	01/03/11	05/29/11	UNT	\$73.94
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Nguyen, Steve	01/03/11	05/29/11	UNT	\$73.94
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Justification: Due to the vacancy of the Dean of Counseling-paperwork was not done in a timely manner

SPECIALIZED ESL CURRICULA

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Montague, Judy	01/20/11	06/30/11	EXM	\$43.55
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Preciado, Anita	01/20/11	06/30/11	EXM	\$43.55
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MONTHLY ABI STAFF MEETINGS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Crowley, Erin	01/20/11	06/30/11	PDH	\$29.46
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Fitzgeorge, Brenda	01/20/11	06/30/11	PDH	\$29.46
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Pasino, James	01/20/11	06/30/11	PDH	\$29.46
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Shepard, Sue	01/20/11	06/30/11	PDH	\$29.46
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The following CCC Administrators, Full Time and Part Time instructors to provide instructional opportunities for NAVY ONSHORE and NCPACE for Military Contract Education during **Spring** semester.

Part Time Instructor

McLucas, Karen

Messina, John

GOLDEN WEST COLLEGEREADING TUTOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
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Cosand, Keisha	01/31/11	05/29/11	EXM	\$43.56	\$302.74
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WRITING CENTER SCHEDULER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
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Cosand, Keisha	01/31/11	05/29/11	EXM	\$43.56	\$529.95
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ART GALLERY CURATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
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Ebert, Darrell	01/31/11	05/29/11	EXM	\$43.56	\$908.27
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PEACE EDUCATION COORDINATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
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Farazdaghi, Farzane	01/31/11	05/29/11	EXH	\$29.46	\$4542.03
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BASIC SKILLS GRANT SPECIAL PROGRAMS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Icaro-Boiser, Rubirosa	01/31/11	05/29/11	PDH	\$29.46

STATE/COUNTY REQUIREMENTS FOR CALWORKS STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lane, Andrea	01/20/11	01/30/11	PDH	\$29.46
	01/20/11	05/29/11	PDH	\$29.46

COORDINATE INTERNATIONAL CONTENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lazarus, Robert	01/31/11	05/29/11	EXM	\$43.56

ENGLISH ASSESSMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
McGrath, Marie	01/31/11	05/29/11	EXM	\$43.56	\$4164.33

ACADEMIC ADVISEMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ngo, Michelle	01/03/11	01/30/11	UNT	\$73.94

PUENTE PROJECT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Tarango, Abraham	01/31/11	05/29/11	EXM	\$43.56	\$6057.70

HONORS COORDINATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Tayyar, Paul	01/31/11	05/29/11	EXM	\$43.56	\$6056.58

DEPARTMENT SCHEDULER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Wilkinson, Ronald	01/31/11	05/29/11	EXM	\$43.56	\$1514.14

CURRICULUM COMMITTEE-ENGLISH DEPARTMENT REPRESENTATIVE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Zuidervaat, Genevieve	11/01/10	11/16/10	PDH	\$29.46	\$117.86

Justification: Later paperwork from Union

ACADEMIC ADVISEMENT FOR CALWORKS STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
York, Linda	01/20/11	05/29/11	OVR	\$72.00
	01/20/11	01/30/11	INT	\$104.53

ACADEMIC ADVISEMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Cazy, Bruce	01/31/11	05/29/11	UNT	\$73.94
Dickerson, Karen	01/31/11	05/29/11	OVR	\$72.00
Dumont, Stephanie	01/31/11	05/29/11	OVR	\$72.00
Hinton, Karen	01/31/11	05/29/11	OVR	\$72.00
Icaro-Boiser, Rubirosa	01/31/11	05/29/11	UNT	\$57.44
Lane, Andrea	01/31/11	05/29/11	UNT	\$73.94
Ngo, Michelle	01/31/11	05/29/11	UNT	\$73.94
Nguyen, Jimmy	01/31/11	05/29/11	OVR	\$72.00
Nguyen, Tri	01/31/11	05/29/11	OVR	\$72.00
Rapp, Paula	01/31/11	05/29/11	UNT	\$73.94

ACADEMIC ADVISEMENT FOR RE-ENTRY/CALWORKS STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Duenas, Yolanda	01/31/11	05/29/11	UNT	\$73.94
Lane, Andrea	01/20/11	01/30/11	UNT	\$73.94
	01/31/11	05/29/11	UNT	\$73.94
Ngo, Michelle	01/20/11	01/30/11	UNT	\$73.94
	01/20/11	05/29/11	UNT	\$73.94

INDIVIDUALIZED STUDY/SPECIAL TOPICS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Amen, Tom	09/21/10	11/05/10	EXM	\$34.84	\$139.38
Best, Amanda	09/21/10	11/05/10	EXM	\$34.84	\$209.07
Conley, Brian	09/21/10	11/05/10	EXM	\$34.84	\$278.76
Ebert, Darrell	09/21/10	11/05/10	EXM	\$34.84	\$766.61
Egan, Catherine	09/21/10	11/05/10	EXM	\$34.84	\$728.76
Hare, William	09/21/10	11/05/10	EXH	\$10.00	\$60.00
Jones, Barbara	09/21/10	11/05/10	EXM	\$34.84	\$209.07
Kaliski, Lucy	09/21/10	11/05/10	EXH	\$10.00	\$60.00
Kelly, Darla	09/21/10	11/05/10	EXH	\$10.00	\$60.00
Miller, Stephen	09/21/10	11/05/10	EXM	\$34.84	\$139.36
Monroe, Jennifer	09/21/10	11/05/10	EXH	\$10.00	\$60.00
Nielsen, Donovan	09/21/10	11/05/10	EXM	\$34.84	\$209.08
Perez, Jason	09/21/10	11/05/10	EXH	\$10.00	\$60.00
Plaster, Nikki	09/21/10	11/05/10	EXM	\$34.84	\$139.36
Ramm Engle, Martha	09/21/10	11/05/10	EXM	\$34.84	\$139.36
Tayyar, Paul	09/21/10	11/05/10	EXM	\$34.84	\$348.46
Vail, Travis	09/21/10	11/05/10	EXM	\$34.84	\$487.84
Wegter, Rachel	09/21/10	11/05/10	EXH	\$10.00	\$60.00

\*Justification: Campus unable to identify these assignments until later in semester

INSTRUCTOR UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Babb, Susan	01/31/11	05/29/11	IUM	\$1514.00	Theater Arts
Barua, Dibakar	01/31/11	05/29/11	IUM	\$1514.00	English
Best, Amanda	01/31/11	05/29/11	IUM	\$1514.00	Visual Arts
Boyer, Nancy	01/31/11	05/29/11	IUM	\$1514.00	ESL

Hausey, Collette	01/31/11	05/29/11	IUM	\$1514.00	Music and Dance
Lervold, John	01/31/11	05/29/11	IUM	\$1514.00	Comm Studies
Lopez-Rodriguez, A.	01/31/11	05/29/11	IUM	\$1514.00	World Languages

READER/EVALUATOR FOR ASSESSMENT CENTER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Barua, Dibakar	01/31/11	05/29/11	EXM	\$43.55
Cosand, Keisha	01/31/11	05/29/11	EXM	\$43.55
Ewing, Diane	01/31/11	05/29/11	PDH	\$29.46
Galassi, Cecelia	01/31/11	05/29/11	EXM	\$43.55
Harris, Ryane	01/31/11	05/29/11	EXM	\$43.55
Lavarini, Theresa	01/31/11	05/29/11	EXM	\$43.55
Lundquist, John	01/31/11	05/29/11	EXM	\$43.55
McGrath, Marie	01/31/11	05/29/11	EXM	\$43.55
Moore, Sacha	01/31/11	05/29/11	EXM	\$43.55
Remsburg-Shiroishi, E.	01/31/11	05/29/11	EXM	\$43.55
Tarango, Abraham	01/31/11	05/29/11	EXM	\$43.55
Tayyar, Paul	01/31/11	05/29/11	EXM	\$43.55
Whitchurch, Charles	01/31/11	05/29/11	EXM	\$43.55

COACHING SPRING RECESS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Brazney, Suzanne	03/28/11	04/02/11	PDH	\$29.46
Johnson, Timothy	03/28/11	04/02/11	PDH	\$29.46
Kopp, Kyle	03/28/11	04/02/11	EXM	\$43.55
Lawler, William	03/28/11	04/02/11	EXM	\$43.55
Simpson, Matthew	03/28/11	04/02/11	PDH	\$29.46
Taylor, Scott	03/28/11	04/02/11	EXM	\$43.55
Villareal, Roberto	03/28/11	04/02/11	EXM	\$43.55

COACHING STIPEND

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kopp, Kyle	04/01/11	04/30/11	EXM	\$4511.00
Lawler, William	04/01/11	04/30/11	EXM	\$4511.00
Taylor, Scott	04/01/11	04/30/11	EXM	\$4511.00
Villareal, Roberto	04/01/11	04/30/11	EXM	\$4511.00

ORANGE COAST COLLEGETITLE III GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Berta, Melissa	01/03/11	01/30/11	EXM	\$88.36	\$2650.00

Justification: It was a last minute determination there was a need to have employee work to meet needs of student.

CREW FOUNDATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chapman, Matthew	01/31/11	04/30/11	PDH	\$29.46

ATHLETIC ALUMNI COORDINATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Thornton, Michael	01/31/11	05/29/11	PDH	\$29.46	\$5300.00

COORDINATE INTERNSHIP FOR TRAINEES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Cottrell, Lynne	01/20/11	01/30/11	EXM	\$600.00	\$600.00

LEARNING DISABILITIES COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Decker, Dawn	01/10/11	01/28/11	UNT	\$57.44

Justification: Original paperwork didn't include Intersession date

LEARNING DISABLED STUDENTS EVALUATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Decker, Dawn	01/25/11	01/27/11	PDH	\$29.46

THE "U.S. CONSTITUTION TEST" FOR SOCIAL SCIENCE DIVISION UPDATE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Godfrey, Scott	01/20/11	01/30/11	PDH	\$29.46	\$294.66

EMERGENCY MEDICAL TECHNICIANS PROGRAM GRANT EXPANSION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Hassapis, Phylcia	01/31/11	05/29/11	EXM	\$43.55	\$1202.11

EMERGENCY MEDICAL TECHNICIANS PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Hassapis, Phylcia	01/31/11	05/29/11	EXM	\$43.55	\$387.63

STUDENT SUCCESS CENTER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Kamphuis, Jacqueline	01/03/11	01/30/11	EXM	\$90.56	\$2716.80

Justification: Last minute determination; to meet needs of student

PHOTO GALLERY EXHIBITIONS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Kraft, Richard	02/01/11	05/30/11	EXM	\$43.55	\$348.44

CURRICULUM COMMITTEE CHAIR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Lawell, Cheri	01/31/11	05/29/11	EXM	\$43.55	\$1080.16

SPEECH/LANGUAGE PATHOLOGY PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
McClanahan, Anne	01/31/11	05/29/11	EXM	\$43.55	\$387.63

INTERSESSION COUNSELOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Plum, Caryn	01/04/11	01/28/11	UNT	\$73.94

Justification: Did not decide to extend her hours until after the board submission deadline

TECH PREP DISTRICT GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Plum, Caryn	01/31/11	05/29/11	PDH	\$29.46

CCA UNION ACTIVITIES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Price, Barbara	11/01/10	11/30/10	EXH	\$29.46	\$3000.00

Justification: Received paperwork late from Union

MEN'S BASKETBALL COACHING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Spencer, Steven	12/10/10	01/14/11	EXM	\$43.55	\$3484.40

Justification: Determined late that there was a need to have a coach on site during semester break

COACHING WOMEN'S BASKETBALL

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Thornton, Michael	12/20/10	01/14/11	PDH	\$29.46	\$2357.28

Justification: Determined late that there was a need to have a coach on site during semester break

LIBRARIAN REFERENCE DESK

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Morgan, Carleton	02/01/11	05/30/11	LOV	\$97.88	\$3768.38
Oviatt, Vinta	02/01/11	05/30/11	LOV	\$97.88	\$3768.38

NEW INTERNATIONAL STUDENTS ORIENTATIONS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Montooth, Carisa	01/04/11	\$01/29/11	UNT	\$57.44
Weber, Daniel	01/04/11	\$01/29/11	UNT	\$57.44

Justification: Additional counselors to accommodate needs of newly admitted students

INTERSESSION INSTRUCTORS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Henry, Lorraine	01/03/11	01/28/11	INM	\$109.76	\$1235.02
Myers, Joy	01/03/11	01/28/11	INM	\$85.39	\$906.63
Reber-Bonhall,	01/03/11	01/28/11	INM	\$89.99	\$2022.30

Cynthia

Sachs, Loren                      01/03/11              01/28/11              INM              \$92.30              \$2076.75

Justification: Department had to review budget prior to offering courses

COUNSELING FOR THE INTERNATIONAL STUDENT CENTER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Duong, Nghia	01/04/11	01/29/11	INM	\$104.54	
Marron, Elias	01/04/11	01/29/11	INM	\$97.88	
Nguyen, Jessica	01/04/11	01/29/11	INM	\$83.91	
Schneiderman, Robert	01/04/11	01/29/11	INM	\$97.88	
Traver, Maria	01/04/11	01/29/11	INM	\$70.76	
Wickremesinghe, M.	01/04/11	01/29/11	INM	\$87.71	

Justification: It was determined at the last minute that the center needed extra counseling

Overload assignments for the following evening counselors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/31/11 to 05/29/11** 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:

OCC

<u>Name</u>	<u>LHE</u>
Shajie, Vida	5.00

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/31/11 to 05/29/11** 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>
Amen, Tom	8.00
Babb, Susan	4.80
Barrett, David	1.67
Barua, Dibakar	1.60
Bishop, Joyce	7.50
Boyer, Nancy	1.20
Brodie, Nanette	5.30
Bush, Hoai-Huong	5.75
Carmel, Diana	7.50
Chovan, Maria	4.50
Conley, Brian	6.60
Cucurny, Marius	4.13
Ebert, Darrell	7.60
Galassi, Cecilia	1.00
Garcia, Gonzalo	1.00
Harris, Ryane	1.00
Hausey, Collette	8.00
Hersh, Thomas	4.25
Kamphuis, Jacqueline	3.00
Lervold, John	6.00
Lopez-Rodriguez, Americo	3.00

Lundquist, John	4.00
Manchina, Dean	3.00
Moore, Sacha	1.00
Pascoe, Kimberly	4.00
Pizano, Veronica	7.00
Ramm Engle, Martha	6.80
Remsburg-Shiroishi, Elizabeth	1.00
Smith, Jane	6.00
Tarango, Abraham	1.00
Tayyar, Paul	1.00
Terry, Russell	3.00
Thach, Amy	1.16
Tortolano, James	0.30
Ullrich, Richard	6.00
Wilkinson, Ronald	5.00
Wood, Rose	0.50

OCC

<u>Name</u>	<u>LHE</u>
Abernathy, Dean	6.00
Altobelli, John	1.08
Barvarz, Parnian	4.33
Beard, Daniel	4.90
Beau, Leslie	6.00
Behr, Laura	5.00
Best, Amanda	11.20
Blair, Jamie	6.00
Carlson, Norman	1.73
Castano, Robert	1.00
Clark, Gregory	3.50
Cutenese, Charles	2.75
Dowling, Thomas	7.20
Drum, Stephen	7.46
Ernsberger, Gabriela	5.00
Faridi, Abbas	7.78
Foster, Rodney	1.33
Garrison, Tom	0.01
Gilbert, Stephen	5.00
Gleason, David	6.08
Golson, Daniel	2.19
Gonzales, Jarren	8.25
Gonzales, Shirley	7.00
Gordon, Lee	4.50
Guerra, Arnold	7.62
Hall, William	4.00
Hanlon, Anna	6.00
Hassapis, Phylcia	5.25
Hayes, Laird	1.50
Hollander, Gena	4.50
Iacopetti, Anthony	0.59
Jorgensen, James	1.67
Knox, John	2.76
Kraft, Richard	3.00



Laux, John	7.00
Maekawa, Naoko	7.00
Maran, Janice	1.67
Maurer, Ernest	1.00
McClanahan, Anne	1.07
Moore, Arthur	7.00
Morgan, Arabian	6.50
Morgan, Dennis	4.50
Murphy, Timothy	5.17
Myers, Joy	0.14
Myers, Kevin	7.20
Neil, Jeanne	4.00
Ochoa, Marco	2.75
O'Connor, Robin	2.16
Ortiz, Oscar	3.34
Oviatt, Vinta	1.00
Perkins, Marc	0.33
Peters, Timothy	5.90
Reber-Bonhall, Cynthia	0.20
Rodriguez, David	1.00
Saichek, William	0.67
Scane, Danielle	6.00
Skeie, Leon	6.00
Smith, Carl	3.83
Smith, Kevin	0.59
Spencer, Steven	3.83
Stuart, John	6.66
Sugden, James	4.00
Watson, Don	0.58
Watson, Maryann	6.00
Young, Richard	1.66
Zellerbach, Charles	4.50
Zombek, Mark	4.25

## 2. Substitute Faculty

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2010-11 academic year.

### Coastline College

Chhun, Surya  
 Giancerlo, Jennifer  
 Harrington, Julie  
 Henry, Deborah  
 Nguyen, Scott  
 Parsell, Jill  
 Pourreza, Atousa  
 Syed, Erum

### Golden West College

Artemova, Alina  
 Cosand, Keisha

Holland, Jon  
Walker, Heather  
Westerkamp, Robert  
Wolzing, Renah

### 3. Full time Faculty

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

#### Temporary Faculty

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Term Dates</u>	<u>Plcmt</u>
Marinotti, Eva	GWC	Temp Instructor, Nursing	01/31/11 to 05/29/11	A-V-07+Doc

#### Extension of end dates for Temporary Faculty

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Plcmt</u>
Thach, Amy	GWC	Temp Instructor, Nursing	Extend end date from 12/19/10 to 05/29/11	A-II-07

### 4. Part time Faculty

#### 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>
McGeoch, Norma	2.000

Justification: Original instructor was unable to finish the semester due to illness

#### SPRING

Assignments during the period **01/31/11-05/29/11** 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>
Ahlman, Mary	8.000
Amendariz, Patricia	9.000
Anderson, Rachel	3.000
Barrangan, Valeria	2.250
Beaver, Dorothy	9.125
Borcoman, Kelvin	9.000

Brock, Marilyn	9.000
Candelaria, Patricia	3.000
Cao, Thomas	10.000
Capocciamia, John	3.750
Carlucci, Michael	7.000
Carpenter, Linda	7.000
Chang, Yu-An	7.000
Chase, Suzanne	9.000
Churgel, Mariene	6.000
Cisneros, Mark	9.000
Clark, John	1.000
Covert, Robert	9.000
Curtis, Michael	5.250
Dalbey, Elizabeth	9.000
Davis, Georgette	9.000
Davis, Loretta	8.000
Davis, Penny	9.125
Dietrich, Phillip	4.000
Do, Anhvy	10.000
Don, Rachel	8.000
Doren, Ricia	8.000
Doyle, John	7.500
El-Araf, Amer	3.000
Elbettar, Jihad	3.000
Everett, Michael	9.000
Feiner, Henri	9.000
Forbes, Junko	6.000
Gandall, Beverly	9.000
Gettinger, Amy	8.000
Giancarlo, Jennifer	9.500
Guerrero-Phlaum, Martha	5.000
Gundy, Afaf	7.000
Gustaveson, Valerie	9.000
Hall, Leva	5.000
Harrington, Julie	10.000
Hart, John	4.500
Henry, Deborah	9.500
Herrera, Patrick	5.000
Hill, Miriam	3.000
Jaber, Jihad	6.000
James, Scott	3.000
Jarmin, Margie	9.000
Johnson, Jeffrey	5.250
Jones, Julie	6.000
Keefer, Sherry	9.375
Kelsey, David	9.000
Kempe, Gladys	6.000
Kepier, Marc	9.000
Khan, Mahbubur	10.000
Kuang, Jessica	9.000
Levenshus, Joshua	6.000
Lee, Alexander	5.500
Lee, Sheryl	9.125
Lieu, Thanhthuy	7.000

Loester, Karen	9.000
Maccoun, Wendy	9.000
Man, Georgina	9.000
Maniaci, Vera	10.000
Martenuk, Stephan	3.750
Maynard, Linda	10.000
McGeoch, Norma	8.000
McNamara, John	5.250
Mefford, Christopher	8.000
Mendoza, Jaime	9.000
Miller, Rosemary	7.500
Mohr, Cheryl	9.000
Moorehouse, Karen	3.000
Mowrer, Melanie	3.750
Mozell, Harold	6.000
Nguyen, David	9.000
Nguyen, Diem	8.000
Nguyen, Ky	8.000
Nguyen, Scott	6.500
Nichols, Kristen	9.000
Ostrowski, Kenneth	8.500
Ozbiir, Katherine	9.375
Palmer, Catherine	9.000
Parent, Nancy	9.000
Parsell, Jill	6.500
Pourreza, Atousa	7.500
Ratzlaff, Duane	9.125
Revilla, Candace	4.000
Reyes, Jesus	8.250
Richter, Otto	9.750
Rocha, Joshua	3.750
Rogoff, Meri	9.000
Ruhle, James	2.250
Ruppert, Kelly	9.750
Sabha, Fayruz	8.000
Sak, Kathleen	9.500
Sanchez, David	5.000
Sanders, Susan	6.000
Satow, Jingfang	10.000
Scoggin, Sally	8.000
Seyster, Barry	9.000
Shi, Nigie	9.250
Shibata, Sharon	9.000
Shiring, Richard	10.000
Siefkes, Ashlie	6.000
Sims, Pamela	6.000
Sleep, Katherine	8.000
Sliff, Robert	3.000
Strauss-Thacker, Esther	9.000
Syed, Erum	9.750
Takacs, Marcia	8.000
Tamondong, Rebecca	3.000
Thrasher, Elizabeth	3.000

Tran, Chau	10.000	
Tran, Dung	10.000	
Van Beek, Milo	8.000	
Villalobos, Jose	9.000	
Vo, Son		9.000
Wahba, Remon	7.500	
Walker, Lynn	9.750	
Watson, Katherine	9.500	
Wegter, Rachel	3.000	
Wen, Zhong	7.000	
Windsor, Adrian	7.500	
Woodruff, Sandra	8.000	
Xu, May	5.000	
Yue, Amy	6.000	

Golden West College

<u>Name</u>	<u>LHE</u>
Bon, Denise	3.000
Christensen Jr, Walter	6.750
Frame, Stewart	9.000
Glassford, Guy	3.670
Gomez-Holbrook, Angela	9.340
Gonzalez, Arnulfo	4.750
Jenson, Jamie	6.000
Jones, Michelle	9.830
Jordan, Damien	3.000
Kim, Ellen	2.000
Leggitt, Angeli	4.670
Nguyen, Orchid	6.000
Peacock, Joyce	1.000
Savard, Hale	7.000
Schibsted, Penny	10.000
Vasilik, Richard	9.250

Orange Coast College

<u>Name</u>	<u>LHE</u>
Adams, Rebecca	8.000
Alegre, Mac	2.000
Allgood, Maria	4.250
Anderson, Dennis	7.000
Anderson, John	7.500
Anduri, Megan	4.750
Angel, Kathryn	4.250
Area, Sheryl	3.000
Areta, Daphne	1.750
Arias, Robyn	7.500
Arjmand, Shahriar	9.000
Armstrong, Robin	8.000
Ary, Nicole	3.000
Asad, Raymond	3.000
Aubin, Todd	1.625
Avetisian, Deanna	7.500

Avila, Carmen	5.000
Avina, Teresa	3.500
Ayad, Nada	4.000
Bahti, Cynthia	9.000
Balding, Diane	9.937
Balding, James	7.000
Baltes, Christine	4.750
Bandaruk, Theodore	9.000
Barber, Jennifer	7.500
Barnard, Jaclyn	8.000
Barton, Elizabeth	7.500
Basile, Carol	9.000
Bayes, Chauncey	4.333
Becker, Lauren	6.500
Bednarski, Christina	9.000
Bell, John	9.000
Bennett, Jane	6.000
Bereiter, Sarah	8.000
Berekian, Beverly	3.000
Bezaire, David	5.250
Bianchi, Erin	4.500
Bishop, Dennis	3.000
Blanc, George	3.000
Blasius, Mary	7.500
Boone, Rick	3.000
Borkenhagen, Brian	3.500
Borton, Robert	9.000
Bourouis-Benyassine, Aisha	7.500
Bowman, David	3.250
Bowman, Donald	5.000
Breit, Craig	6.000
Brewer, Justin	8.000
Bright, Daniel	9.000
Bright, Lynn	7.500
Broberg, Scott	2.233
Brown, Molly	3.000
Buckley, John	4.000
Bullard, Barbara	9.000
Callum, Oceana	8.000
Capps, Tucker	8.000
Carey, Michael	1.000
Caron, Lionel	7.000
Carter, John	3.750
Castello, Anthony	3.000
Catanzaro, Matthew	1.438
Catlin, Scott	3.000
Causey, Desiree	4.500
Cervantes, Aureliano	6.750
Chan, Robert	10.000
Chapman, Matthew	8.125
Chavez, Hernando	9.000
Chervenak, Timothy	4.500
Chow, Brian	2.750

Chuang, Rachelle	5.333
Chung, Phoebe	5.000
Clarke, Bret	9.625
Clough, Brian	7.750
Collins, Sean	8.125
Contos, Aristi	8.000
Cordova, Joan	8.000
Crachilolo, Sarah	3.000
Craig, Sandra	7.250
Crockett, Cameron	7.000
Crockett, David	1.625
Cutler, Nancy	2.625
Daly, Kelly	3.000
Das, Adriana	5.000
David, Julie	3.000
Davidson, Matthew	6.000
Davis, Bernadette	9.000
Dean, Mary	3.000
De Jong-Pombo, Teresa	8.999
Della Marna, Loren	3.250
Demello, Debra	3.000
Denton, Bob	4.500
Derflinger, Bruce	9.750
Dickens, Donna	10.000
Digilio, Greg	6.750
Dinger, Michelle	3.000
Djang, Stephanie	4.500
Doan, Khanh	5.000
Dodero, Antonio	3.000
Dorner, Meredith	9.000
Douglas, Leslie	7.500
Dowling, Lisa	8.000
Doyle, Dana	9.000
Doyle, Maria	3.000
Durand, Evonne	7.750
Dzida, Andrew	3.000
Egan, James	4.500
El Soudani, Nabawia	4.500
Ellis, Karen	1.833
Ellison, Montil	1.750
Ensey, Kim	5.689
Erbstoesser, Rebecca	7.875
Escudero, Laurimar	5.250
Evans, Marilyn	9.000
Evans, Ray	6.000
Evans, Tracy	8.250
Farmer, Ashley	8.000
Fazeli, Farimah	9.000
Fernandez, Gabriella	9.375
Ferzacca, John	6.833
Fimea, James	5.000
Fletcher, Huong	9.000
Fletcher, Jonathan	9.000

Flowers, Carol	10.000
Ford, James	6.000
Forssell, Erik	9.842
Foster, Amy	9.000
Fratantaro, Edward	7.500
Fricker, Norman	6.000
Fritzler, Amythyst	1.750
Fruehan, Annette	4.000
Fueger, Mary	1.500
Fuller, Brent	8.000
Fullmer, Stephen	3.250
Garrett, Vena	9.000
Garrison, Kimberly	7.875
Genoway, Kristin	5.333
Genrich, Ashley	4.063
Gibbs, Tim	3.000
Giffen, Ryan	9.000
Gillette, Laurie	5.333
Gitlin, Phyllis	6.833
Go, Jane	10.000
Go, Marianne	9.000
Godfrey, Scott	7.500
Goerrissen, Jan	9.000
Gonzalez, Julian	3.250
Gonzalez, Nathan	3.000
Goodwin, Ruth	4.000
Gorsuch, Eric	3.000
Gottlieb, Rebecca	7.000
Graham, Vicki	9.000
Grane, Barbara	2.000
Gray, Jeffrey	4.000
Green, Gladys	5.000
Green, Ulrike	6.000
Gressier, Pamela	8.000
Grey, Gene	6.000
Groendyke, Jaclyn	3.000
Groom, Mark	6.000
Grossman, Marianne	4.875
Grossman, Sheila	9.000
Grostephan, Alan	8.000
Grzeskowiak, Mark	1.000
Guarino Jr, Anthony	4.500
Guerra, Joyce	5.000
Gulu, Michael	6.000
Habel, Lowell	6.000
Haduong, Thang	3.000
Haeri, Shadi	9.000
Haghighat, Shayma	6.000
Hale, Carrie	0.500
Hamber, Franca	5.000
Hamilton, Julie	3.000
Hamilton, Kieko	5.000
Hanlon, Barbara	5.250
Hansen, Beth	1.833



Harlow, Megan	9.000
Hart, John	4.500
Haven, Michael	8.000
Hays, Scott	4.000
Healy, Mitchell	3.000
Heinz Baldwin, Rene	1.500
Hellman, Amy	7.125
Henderson, Karl	4.000
Henderson, Nancy	4.000
Herman, Allen	4.750
Hesketh, John	5.833
Hess, John	3.250
Hesse, Douglas	8.000
Hesse, Lisa	3.000
Hewitt, David	9.000
Hietschold, Julia	5.939
Higgins, Kolleen	8.000
Hitchner, Thomas	4.000
Hoang, Thank	9.000
Hodges, Ronald	4.000
Hoffman, Jack	10.000
Holder, Bill	3.000
Holland, Michael	7.500
Holley, Lauren	8.000
Hopkins, Dustin	8.000
Horn, Elisa	3.000
Horton, Ana	5.000
Hosseini, Mansour	9.000
Hostetler, Sheila	9.000
Hough, Daniel	3.250
Houssels, Miriam	5.000
Huang, Eleanor	5.250
Huberg, Trina	6.000
Hulstrom, Kirk	9.866
Hung, Emily	8.916
Hurtado, Arleen	3.500
Ito, Manami	5.000
Itzen, Jana	2.000
Itzen, William	7.000
Ivey, Marilyn	6.000
Jackson, Mary	6.500
Jalalat, Jennifer	4.000
Jana, Denis	3.000
Jennings, Donald	4.500
Jensen, Karen	3.500
Johnson, Douglas	5.000
Johnson, Jarvis	3.000
Jones, Christianne	9.000
Jones, Joyce	3.750
Jones, Kristin	9.000
Kahn, Kathy	5.250
Kane, Clifford	4.000
Kasmar, Steven	3.375
Kaufmann, Laura	6.000

Kelly, James	3.000
Kenny, Daniel	9.900
Kerins, John	7.500
Khizhnyak, Aleksandra	6.000
Khwaja, Ziauddin	8.000
Klammer, Karen	9.000
Klemeki, Julia	5.333
Knauer, Mary	6.750
Kohl, Brian	5.333
Komenda, Virginia	8.000
Komine, Justin	10.000
Koontz, Jennifer	3.000
Koui, Cynthia	7.000
Kowalski, James	2.000
Kreger, Maria	5.000
Kroll, Stephen	3.000
Krucik, Thomas	4.000
Kushin, Miles	3.125
Kuzay, Franz	5.000
Kuznetsov, Kira	10.000
Lara, Richard	4.500
Larnard, Howard	1.500
Larson, Jacqueline	7.250
Larson, Maryann	6.000
Laskelle, Paula	1.000
Law, Jerry	6.000
Lawson, Andrea	4.000
Lee, David	5.250
Lee, Judy	3.666
Lee, Nachiko	5.000
Lee, Robert	7.250
Lee, Robin	3.750
Lehigh, Steven	9.000
Leigh, Michael	9.000
Lenanton, John	4.250
Leonard, Norman	8.000
Levine, Joel	3.000
Lewis, Brian	9.000
Lindquist, Robert	9.000
Lognion, Casey	2.250
Lopez, Alicia	3.000
Lopez, Jonathan	8.500
Lorigan, James	5.250
Luengas-Rivera, Jackeline	3.000
Luszcz, Laura	3.000
Madsen, Brenda	4.500
Margolin, Cathryn	5.000
Mariahazy, Laszlo	3.000
Markle, Gwynn	3.000
Martin, Marc	4.250
Martin, Micah	5.000
Martin, Shana	4.500
Masri, Dianne	2.250
Mayor, Jeffrey	9.000

McAlear, Erin	9.000
McClure, Kristen	4.000
McComb, James	9.000
McHugh, Denise	4.000
McLaren, Shane	3.000
McLaughlin, Jane	9.750
McMurray, Kathryn	8.000
Means, Leland	5.333
Measures, Jonathan	4.500
Menaker, Shana	7.376
Meadows, Arnold	10.000
Meler, Suzanne	4.000
Meola, Frank	4.000
Merlo, Adrienne	5.000
Miller, Sherilyn	1.250
Milner, Jeffrey	3.000
Mofid, Kevin	9.000
Moniz, Pam	4.500
Moore, Carrie	3.000
Mora, Flory	5.000
Moriarty, Kathleen	8.250
Mullenix, Cynthia	4.000
Murdy, David	8.333
Murphy, Sue	3.000
Needham, Samar	6.000
Nelson, Louella	8.000
Nerad, Patrick	8.625
Netzer, Jeff	5.250
Newell, Patricia	2.563
Ng, George	4.500
Nguyen, Catherine	3.000
Nguyen, Huy	6.000
Nguyen, Kelly	3.000
Nguyen, Pierre	9.000
Nguyen, Son	5.000
Nielsen, Christopher	9.000
Ninh, Joseph	10.000
Norman, Sharon	6.000
Norris, Thomas	6.000
Novy, Lester	4.000
Nowroozi, Nakisa	2.250
Ochoa, Lucas	9.000
Ochwatt, Jodie	9.750
Odasso, Dave	9.000
O'Grady, Jennifer	8.000
Olds, Michael	9.000
O'Rourke, Shawn	9.000
Ott, Torii	5.003
Ottley-Kiklowicz, Rachelle	4.250
Otwell, Charles	9.000
Oxenham, Gwendoyne	8.000
Paez, Gabriel	4.000
Palmer, Jeffrey	5.939

Pankhurst, Paul	4.000
Parra, Jennifer	1.750
Parsell, Jill	2.250
Peters, Jennifer	9.000
Petit, Adam	2.666
Pham, Kimdzung	5.000
Pierce, Donna	4.500
Pifer, Heather	6.000
Pile, Randal	8.750
Pinnick, David	9.500
Pirona, Diego	9.750
Price, Jack	3.000
Prothero, James	4.000
Pugliese, William	5.250
Pullman, Lori	9.500
Quinn, Christopher	5.250
Rabll, Narges	7.500
Radford, Shirley	4.250
Rafferty, Jennifer	2.372
Rafferty, Michael	1.576
Rain, Max	5.250
Rawles, Dennis	5.267
Reagan, Evette	9.000
Rehm, Guenter	6.375
Reinemann, Christine	3.000
Ridnor, Rachel	6.000
Riggins, Lawrence	9.808
Riggio, Alison	9.900
Robertson, Darrin	2.750
Robinson, Karen	3.000
Roby, Janice	1.833
Roessler, Mark	9.000
Rojas, Santos	9.000
Rosen, Lugene	4.000
Rothschild-Boros, Monica	9.000
Rozak, Richard	5.000
Rudmann, Brent	9.000
Russell, Janet	4.500
Sabori, Sibley	3.000
Sahay, Vrunda	4.000
Salessi, Susana	5.000
Salim, Linda	5.500
Samaniego, Kimberly	8.000
Sanchez, Sandra	9.750
Sawyer, Athena	8.000
Scaglione, David	9.666
Scagliotti, Patricia	6.700
Scarfone, Patricia	5.000
Schachat, Carol	6.000
Scheibe, Mary	3.500
Scholz, Suzanne	3.000
Schriefer, Cheryl	5.250
Schumaker, Stephen	3.000
Secor, Patricia	3.000

Seiersen, Christopher	3.000
Seilo, John	8.000
Senteno, Rudy	5.000
Sevier, Christopher	3.000
Shaikh, Munir	3.000
Shakat, Andrew	7.000
Sharma, Upsana	8.375
Silva, Francis	3.000
Silva, Ronald	4.584
Simpson-Rodgers, Nii-Boye	4.000
Sloate, Barbara	1.000
Smelser, Nadia	8.832
Smith, Robert	3.000
Snyder, Lisa	8.250
Sparkuhl, Patrick	5.250
Stanich, Sandra	7.500
Stanton, Jordan	9.000
Stead, Joseph	1.500
Stebbins, John	10.000
Stewart, Sue	2.625
Stickel, Karl	8.250
Stoneking, Joyce	6.000
Suh, Daniel	6.000
Surfas, Lesley	7.500
Taba, Khalil	8.000
Taki, Hisano	5.250
Tangen, Ken	3.000
Tate, Gregory	3.250
Tate, Peter	8.000
Taylor, Daniel	3.000
Taylor, Hiba	4.000
Taylor, Joshua	3.000
Thomas, Noah	5.333
Tierney, James	6.000
Townsend, Toby	6.000
Tran, Ben	3.250
Tran, Hoa	10.000
Tress, Marguerite	9.000
Tsutsumida, Damian	3.333
Uribe, Peter	8.173
Urie, Walter	5.665
Valley, Stephen	9.750
Vandervis, Melinda	9.000
Vanry, Mike	9.000
Varga, John	10.000
Vaughn, Jennifer	6.000
Vena, Laura	8.000
Villegas Silva, Patricia	5.000
Visco, Lisa	6.750
Vu, Vienne	5.250
Wakim, Salena	6.000
Walls, Laura	5.000
Webb, Travis	4.000
Weinstock, Steve	3.000

Wells, Julie	9.000
Westbrook, Nathan	3.000
Whitaker, Jutta	5.000
Wikes, Nancy	2.000
Williams, Ann	3.000
Williams, Bethany	9.250
Williams, Sherry	4.000
Wilson, Audrey	5.250
Wilson, Michael	6.000
Winkel, Lance	7.000
Winston, Rachel	4.500
Wolf, Scott	2.750
Wolfson, Sandra	5.250
Wood, Joshua	4.000
Woodward, Gerald	4.000
Young, Ronald	9.000
Zachwieja, Thomas	6.750
Ziemer, William	5.000

The following GWC Part-time Police Academy Instructor to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2010-11 school year for the period **01/20/11 to 06/30/11**, not to exceed **498** hours:

Hall, Andrew

## 5. Educational Administrator

In accordance with Board policies and procedures, the following academic administrative staff are recommended for appointment for service during the period shown below. Employment and payment for services will follow upon notification that all required documents have been completed and filed.

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Contract Term</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Mayer, Lynita	GW C	Director, Accessibility Center for Educ (ACE)	01/20/11 to 06/30/12	D-16- 04	1-G-11

### Interim Educational Administrator

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Contract Term</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Nguyen, Christine	CCC	Interim Vice Pres, Admin Services	01/03/11 to 06/30/11	D-34-04	3-C-11

## 6. Classified Management

None.

## 7. Classified Staff

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

New Hires

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Neal, Krystal	CCC	Typist Clerk Intermediate 48.75%, 11 mo	01/20/10	E-36-02	C-009-11

Transfers

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>
Lariosa, Lynda	OCC	Accounting Assistant 1	01/03/11	E-42-05

\*

\*Justification: Emergency transfer of person into Bursar's office due to loss of position from retirement announced at last minute, and vacancy of lead E-60 position due to transfer of department manager

**8. Reclassification and Reorganization/Reassignment**

None.

**9. Classified Temporary Assignments**

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

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Hayes, Laura	CCC	Military Contr Ed Tech Intermediate	Military Contr Ed Tech III	01/03/11*	01/14/11	E-48-04
Katz, Linda	CCC	Military Prog Staff Facilitator	Military Contr Ed Prog Coord	01/20/11	04/19/11	E-54-01
Marasigan, Katherine	OCC	Student Fin Aid Specialist-BFAP	Special Assignment	12/10/10**	12/14/10	E-50-04

\*Justification: Unexpected leave of absence by coworker

\*\*Justification: Emergency fill-in for last minute conference

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>
Aguillon, Jessica	OCC	Child Care Assistant	Child Dev Specialist	Extend from 01/31/11 to 04/30/11	E-41-05
Harris, Heather	OCC	Secretary Sr	Staff Aide	Extend from 01/31/11 to 06/30/11*	E48-04
LaBounty, Jennifer	OCC	EOPS/CARE Specialist	Special Assignment	Extend from 01/31/11 to 04/30/11	E-46-05
Hill, Nancy	DIST	Staff Asst Confidential	Exec Asst to Vice Chancellor	Extend from 01/31/11 to 04/30/11	J-58-05
Mihatov, Steven	CCC	Infor Sys Tech Senior	Application Proj Coordinator	Extend from 01/31/11 to 04/30/11	E-69-04
Ngo, Vincent	OCC	Financial Aid Specialist Sr	Student Fin Aid	Extend from 12/31/10** to	E-54-05

Rusamiprasert, Laila	CCC	Receptionist	Coordinator	03/31/11	
Venham, Luianne	OCC	Receptionist	Staff Assistant	Extend from 01/18/11	E-52-01
Wakim, Anis	OCC	Instr Food Serv Coord	Spec Projects	to 04/19/11	
			Child Care	Extend from 01/31/11	E-47-05
			Center Coord	to 04/30/11	
			Staff	Extend from 01/31/11	E-50-05
			Specialist	to 04/30/11	

\*Time card; on call as needed.

\*\*Justification: Misplaced paperwork in Department

## 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>
Bevington, Pamela	GWC	01/20/11	06/30/11	110001-349101	M,T,W,TH,F
Fonseca, Angelina	GWC	01/20/11	06/30/11	110001-349101	M,T,W,TH,F
Nguyen, Jeannie*	OCC	11/18/10	06/30/11	120150-254701	M,T,W,TH,F
	OCC	11/18/10	06/30/11	124030-254602	M,T,W,TH,F
Pirio, Jeanamarie	GWC	01/20/11	06/30/11	110001-349101	M,T,W,TH,F
Siegmund, Caitlyn	GWC	01/20/11	06/30/11	110001-349101	M,T,W,TH,F

\*Justification: Late paperwork from department

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>
Amonwatvorakul, Spencer	OCC	01/20/11	06/30/11	812035-210402	M,T,W,TH,F
Barrett, Katherine	OCC	01/20/11	06/30/11	110001-200201	M,W,F
Damani, Manan	OCC	01/20/11	06/30/11	110001-200201	M,W,F
Eldridge, Debra	OCC	01/20/11	06/30/11	812001-201592	M,T,W,TH,F



	OCC	01/20/11	06/30/11	110001-201591	M,T,W,TH,F
	OCC	01/20/11	06/30/11	120176-251030	M,T,W,TH,F
	OCC	01/20/11	06/30/11	120176-251035	M,T,W,TH,F
Flores, Steven	OCC	01/20/11	06/30/11	812035-210402	M,T,W,TH,F
Martin, Christina	OCC	01/25/11	06/30/11	812001-201592	M,T,W,TH,F
	OCC	01/25/11	06/30/11	110001-201591	M,T,W,TH,F
	OCC	01/25/11	06/30/11	120176-251030	M,T,W,TH,F
	OCC	01/25/11	06/30/11	120176-251035	M,T,W,TH,F
Nguyen, ThyVan	OCC	01/20/11	06/30/11	812001-201592	M,T,W,TH,F
	OCC	01/20/11	06/30/11	110001-201591	M,T,W,TH,F
	OCC	01/20/11	06/30/11	120176-251030	M,T,W,TH,F
	OCC	01/20/11	06/30/11	120176-251035	M,T,W,TH,F
Nguyen, Tram	OCC	01/20/11	06/30/11	812001-201592	M,T,W,TH,F
	OCC	01/20/11	06/30/11	110001-201591	M,T,W,TH,F
	OCC	01/20/11	06/30/11	120176-251030	M,T,W,TH,F
	OCC	01/20/11	06/30/11	120176-251035	M,T,W,TH,F
Nguyen, Tri	GWC	01/31/11	06/30/11	110001-347201	M,T,W,TH,F
Pirio, Jeanamarie	GWC	01/31/11	06/30/11	110001-347101	M,T,W,TH,F
Ridens, Jill	GWC	EXTEND	05/30/11	813010-389804	M,T,W,TH,F
Scott, Robert	OCC	01/20/11	06/30/11	812001-201592	M,T,W,TH,F
	OCC	01/20/11	06/30/11	110001-201591	M,T,W,TH,F
	OCC	01/20/11	06/30/11	120176-251035	M,T,W,TH,F
Tran, Alan*	OCC	12/09/10	06/30/11	812001-201592	M,T,W,TH,F
	OCC	12/09/10	06/30/11	110001-201591	M,T,W,TH,F
	OCC	12/09/10	06/30/11	120176-251030	M,T,W,TH,F
	OCC	12/09/10	06/30/11	120176-251035	M,T,W,TH,F
Tran, Daniel	OCC	01/24/11	06/30/11	812001-201592	M,T,W,TH,F
	OCC	01/24/11	06/30/11	110001-201591	M,T,W,TH,F
	OCC	01/24/11	06/30/11	120176-	M,T,W,TH,F

				251030	
	OCC	01/24/11	06/30/11	120176-	M,T,W,TH,F
				251035	
Vuong, Khanh	OCC	01/20/11	06/30/11	812001-	M,T,W,TH,F
				201592	
	OCC	01/20/11	06/30/11	110001-	M,T,W,TH,F
				201591	
	OCC	01/20/11	06/30/11	120176-	M,T,W,TH,F
				251030	
	OCC	01/20/11	06/30/11	120176-	M,T,W,TH,F
				251035	
Yanagisawa, Chad	OCC	01/20/11	06/30/11	812035-	M,T,W,TH,F
				210402	

Justification: Paperwork lost in campus Personnel Services

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>
Myers, Garrett	OCC	01/20/11	06/30/11	110001- 285301	M,W,F
Reyes, Gabriel	GWC	EXTEND	06/11/11	110001- 385302	M,T,W,TH,F

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>
King, Lora	OCC	01/20/11	05/25/11	120177- 250702	M,T,W,TH

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>
Medina, Irma	OCC	07/22/10	10/21/10	124005-256103	M,T,W,TH,F
Medina, Irma	OCC	12/06/10	01/31/11	124005-256103	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

Carri, Nancy  
Gregory, Christine  
Herreman, Deanna  
Magana, Yesenia  
Wilson, Amanda

**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.

Golden West College

McManus, Mallory  
Nguyen, Quyen

Orange Coast College

Ahn, Jimyung  
Dodd, Lansing  
Gupta, Abhishek  
Im, Jin  
Junpradub, Patrick  
Lierenas, Yvette  
Matthews, Patrick  
Popa, Andrada  
Vargas, Asia  
Yancoskie, Michelle



## **Special Meeting**

### **Board of Trustees**

### **Coast Community College District**

### **Board Room**

**February 2, 2011 at 3:30 p.m.**

## **MINUTES**

A Special Meeting of the Board of Trustees of the Coast Community College District was held on February 2, 2011 in the Board Room at the District Office.

1. **Call to Order** –Board President Jerry Patterson called the meeting to order at 3:30 p.m.

2. **Roll Call**

Trustees Present: Jerry Patterson, Lorraine Prinsky, Jim Moreno, David Grant,  
Mary Hornbuckle and Student Trustee Lee Fuller

Trustees Absent: None

3. **Opportunity for Public Comment**

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

4. **Tour of Orange Coast College's Consumer Health and Lab Sciences Building (ABC Building) and Student Center**

The Board of Trustees toured the Orange Coast College Consumer Health and Lab Sciences Building and Student Center located at 2701 Fairview Road, Costa Mesa, CA 92628.

5. **Adjournment**

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

Motion carried with the following vote:

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

The meeting adjourned at 4:59 p.m.

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Secretary of the Board of Trustees

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

District Board Room

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

February 2, 2011

**MINUTES**

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on February 2, 2011 in the Board Room at the District Office.

**1.00 Preliminary Matters 1**

**1.01 Call to Order**

Board President Jerry Patterson called the meeting to order at 5:00 p.m.

**1.02 Roll Call**

Trustees Present: Jerry Patterson, Jim Moreno, Lorraine Prinsky, David Grant,  
Mary Hornbuckle 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)**

Dean Mancina, Coast Federation of Educators/American Federation of Teachers  
(CFE/AFT) addressed the Board during Public Comment regarding Agenda Item 1.04.01  
Public Employment.

**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 5:11 p.m. to discuss the following items:

**1.0 4.01 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. Interim Vice President of Student Services
  - b. Interim Vice President Student Services and Economic Development
6. Classified Management
7. Classified Staff
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments
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)

Morgenstern v. Orange Coast College et al., Orange County Superior Court Case No. 30-2008-0019222

Jacobson v. Coast Community College District (Arbitration)

Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)

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

Coast Community College Association vs. Coast Community College District (Arbitration)

**1.04.03 Conference with Labor Negotiator**

(Pursuant to Government 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

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

**1.05 Reconvene Regular Meeting**

The meeting was reconvened to Open Session at 6:37 p.m.

**1.06 Pledge of Allegiance – Trustee Jerry Patterson**

Trustee Jerry Patterson 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 Ms. Hornbuckle, the Board voted unanimously to approve **Agenda Item 1.04.01 Public Employment** with the exception of the appointment of Seth Daugherty, OCC Instruction Librarian (page 2 of the Personnel report, Appendix pages 14-22)

Motion carried with the following vote:

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

Dr. Teeter also reported that on a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted unanimously to approve the appointment of Seth Daugherty, OCC Instruction Librarian, with a report due from Staff concerning his appointment at the March 2, 2011 Board Meeting.

Dr. Teeter reported that on **Item 1.04.03 Conference with Labor Negotiator**, on a motion by Ms. Hornbuckle and seconded by Mr. Grant, the Board voted unanimously to approve the Tentative Agreement Article 11 with the Coast Federation of Classified Employees (CFCE).

Motion carried with the following vote:

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

Additionally, it was reported that on a motion by Mr. Moreno and seconded by Mr. Grant, the Board unanimously voted to authorize the Board President to sign the Memorandum of Understanding with the Coast Federation of Educators (CFE), with the typographical error corrected.

Motion carried with the following vote:

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

**1.08 Public Comment (Open Session – Items on Agenda)**

Dr. Arismendi-Pardi of Orange Coast College addressed the Board during Public Comment.

**2.00 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  
Janet Houlihan on behalf of 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:

Lisa Okamoto, ASG President, Coastline Community College  
Michael Knotts, on behalf of David Salai, ASG President, Golden West College  
Catherine Tran, ASG 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 Employee Representative Groups**

Reports were provided by the following Employee Representative Groups:

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

**2.06 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, and provided updates on committee activities and meetings.

**3.00 Informative Reports II**

**3.01 Quarterly Financial Status Report**

The Board reviewed the Quarterly Financial Status Report.

**3.02 Annual Report of the District Management Professional and Staff Development Program Committee for 2009-2010, in Compliance with BP 7886/090-1-8, Management Professional and Staff Development Program**

The Board reviewed the Annual Report of the District Management Professional and Staff Development Program Committee for 2009-2010, in compliance with BP 7886/090-1-8, Management Professional and Staff Development Program.

**3.03 Annual Report of the District Classified Professional Development Program for 2009-2010 in Compliance with BP 7854/070-1-4.1, Coast Community College District Classified Employees Professional Development Program Guidelines**

The Board reviewed the Annual Report of the District Classified Professional Development Program for 2009-2010 in compliance with BP 7854/070-1-4.1, Coast Community College District Classified Employees Professional Development Program Guidelines.

**3.04 Annual Report from Coast Colleges' Foundation Directors**

The Board received the annual reports from the Coast Colleges' Foundation Directors. (A copy of these reports is on file for public review in the Board of Trustees' Office.)

**3.05 Opportunity for the Board to Review Proposed Revisions to Board Policy 6701/040-2-1 Use of Facilities and Board Policy 6702/040-2-1.1 Usage Fees for Facilities and/or Equipment, Coastline – Golden West – Orange Coast**

Review of Board Policy 6701/040-2-1 and Board Policy 6702/040-2-1.1 was moved to the February 16, 2011 Board of Trustees Meeting Agenda.

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

**4.01 Board Meeting Dates**

The Board reviewed the scheduled Board Meeting dates for FY 2010/2011 as presented in the February 2, 2011 Agenda.

**4.02 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 meeting and conferences dates for the AACC, ACCT, and the CCLC.

#### **4.03 The Board Directives Log**

The Board reviewed and discussed the items on the Board Log.

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

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the February 2, 2011 Agenda.

#### **5.00 Matters for Review, Discussion and/or Action II**

##### **5.01 Opportunity for the Board of Trustees to Discuss Proposed New Policy, BP Auxillary Organizations**

The Board of Trustees reviewed and discussed Proposed New Policy, BP 3600, Auxiliary Organizations, and on a motion by Mr. Moreno and seconded by Mr. Fuller, the Board voted to return this policy to the Action Section of the February 16, 2011 Agenda.

Motion carried with the following vote:

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

##### **5.02 Initial Proposal of the Coast Federation of Educators/American Federation of Teachers Local 1911 to Negotiate a Successor Agreement with the Coast Community College District**

The Board reviewed the initial proposal of the Coast Federation of Educators/American Federation of Teachers Local 1911 to Negotiate a Successor Agreement with the Coast Community College District.

#### **Consent Calendar**

**Item 17.02 – Independent Contractors (Beeson, Tayer and Bodine, APC)** was pulled from the Consent Calendar. On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board approved the balance of the Consent Calendar

Motion carried with the following vote:

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

On a motion by Mr. Moreno and seconded by Mr. Fuller, the Board approved **Item 17.02 – Independent Contractors**, retaining the services of Beeson, Tayer and Bodine, APC and directed Staff to provide a new Independent Contractor Agreement at the February 16, 2011 Board of Trustees Meeting.

Motion carried with the following vote:

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

### **Action Section**

#### **22.0 Action Items – Approval of Agreements**

##### **22.01 DIS - Approval of Employment Agreement, Interim Vice President Student Services & Economic Development, CCC**

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the new employment agreement with Lois Y. Wilkerson, CCC, Interim Vice President Student Services & Economic Development, effective March 1, 2011 through June 30, 2011. Compensation to be \$12,537.92 per month based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. Motion carried with the following vote:

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

##### **22.02 DIS - Approval of Employment Agreement, Interim Vice President of Student Services, GWC**

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve the employment agreement with Stanley Francus, GWC, to serve as Interim Vice President of Student Services, effective February 28, 2011 through May 31, 2011. Compensation to be \$12,519.666 per month based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees

Motion carried with the following vote:

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

##### **22.03 OCC - Approve Non-Standard Agreement between the Greenwood & Hall Financial Aid Solutions and the Coast Community College District to Provide Federal Student Aid Verification Services**

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle to approve the Agreement between Greenwood & Hall Financial Aid Solutions and the Coast Community College District for the purpose of providing federal student aid verification services to the Financial Aid Office. This agreement is a valuable benefit to the students to receive financial aid funds on time. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$45,000-categorical fund (BFAP)

Motion carried with the following vote:

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

**22.04 OCC - Approve Non-Standard Agreement between Odyssey Power and the Coast Community College District for the Annual Renewal of the Service and Support Contract for Mitsubishi 75kva UPS, Onan Generator & ATS, Fire Suppression System, Liebert Air Conditioning to the Information Technology Building on the Orange Coast College Campus**

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the annual renewal of the Service and Support contract for the Uninterruptable Power Source (UPS) and generator providing backup power to the Information Technology building on the Orange Coast College campus. The agreement will be from February 1, 2011 through January 31, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$6,699.85

Motion carried with the following vote:

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

**23.00 Buildings and Grounds Approvals**

**23.01 DIS - Authorization for Addendum No. 2 to URS Corporation; Golden West College Learning Resource Center**

It was moved by Mr. Grant and seconded by Mr. Fuller to approve payment of past due invoices, and also to direct the Golden West College Vice President of Administrative Services and District General Counsel to provide a detail of the past due bills and a timeline of the work provided by URS Corporation.

**Fiscal Impact:** \$784,587 (Measure C – General Obligation Bond Fund)  
Master Plan Approved Project  
GWC Learning Resource Center

Motion carried with the following vote:

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

**23.02 DIS - Authorization to File Notice of Completion**

It was moved by Mr. Grant and seconded by Mr. Moreno to file a Notice of Completion on the following projects in compliance with Public Contract Code 7107 allowing for substantial completion by the public agency, or its agent (architect) of the work of improvement. Upon acceptance by the Chancellor or Vice Chancellor of Administrative Services, a Notice of Completion will be filed with the County of Orange Clerk

Recorder's Office. Thirty-five (35) days after filing of the Notice of Completion and public notification to all subcontractors, the District is authorized to pay fees due, accepting all work and/or materials as satisfactorily completed by the contractors. In the event of a dispute between the District and the Contractor, the District may withhold from the retention an amount not to exceed 150 percent of the disputed amount.

**OCC Student Center Renovation: Bid No. 1975**

Contractor: U.S. Demolition, Inc.  
Category A – Demolition/Site Preparation

Contractor: EDGE Development, Inc.  
Category B – Concrete/Grading

Contractor: J.B. McGaliard & Sons, Inc.  
Category C – Masonry

Contractor: Cuyamaca Const., Inc.  
Category D – Rough Carpentry/Misc. Metals

Contractor: Best Contracting Services, Inc.  
Category E – Roofing/Waterproofing/Sheet Metal

Contractor: Liberty Glass & Metal, Inc.  
Category F – Glass & Glazing

Contractor: Sierra Lathing Company, Inc.  
Category G – Drywall/Plaster/Framing/Doors/Frames/Hardware

Contractor: J. Colavin & Son, Inc.  
Category H. Ceramic Tile

Contractor: Southcoast Acoustical Interiors, Inc.  
Category I – Acoustical Ceilings

Contractor: The M.S. Rouse Company, Inc.  
Category J – Flooring

Contractor: Painting & Décor. LTD  
Category K – Painting

Contractor: Gamma Builders, Inc.  
Category L – Project Specialties

Contractor: A-1 Fire Protection, Inc.  
Category N – Fire Protection

Contractor: Continental Plumbing, Inc.  
Category O – Plumbing/Site Utilities

Contractor: Liberty Climate Control, Inc.  
Category P – HVAC

Contractor: Dennison Electric, Inc.  
Category Q – Electrical/Fire Alarm/Low Voltage Systems

**OCC Student Center Kitchen Rebid: Bid No. 1982**

Contractor: Kamran and Company, Inc.  
Category M – Kitchen Equipment

Contractor: Day Star Industries, Inc.  
Category R – Millwork/Finish Carpentry

Motion carried with the following vote:

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

**24.00 General Items of Business**

**24.01 DIS - Report and Adoption of Accountability Reporting for Community Colleges**

It was moved by Mr. Moreno and seconded by Mr. Fuller to adopt the 2010 ARCC self-assessment reports for Coastline Community College, Golden West College, and Orange Coast College. Copies of ARCC data attached to each Trustee's agenda.

**Fiscal Impact:** None

Motion carried with the following vote:

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

**24.02 DIS - Acceptance of Resignation/Retirement of Dr. Ding-Jo H. Currie, Chancellor, Coast Community College District**

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to accept the resignation/retirement of Dr. Ding-Jo H. Currie, Chancellor, Coast Community College District effective June 30, 2011.

Motion carried with the following vote:

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

**24.03 DIS – Approval of Chancellor Recruitment Process**

**a. Selection of Search Consultant for the Chancellor Recruitment**

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve the proposal from the ACCT, and authorize the Board President and District General Counsel to negotiate a lower price and to submit the contract for Board ratification at the February 16, 2011 Board of Trustees Meeting.

Motion carried with the following vote:

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



**b. Formation of Search Committee Membership for Chancellor Recruitment 2011**

No vote by the Board of Trustees

**c. Appointment of Community Representative for Chancellor Search Committee**

The Board of Trustees will appoint community representatives for the Chancellor Search Committee at the February 16, 2011 Board of Trustees Meeting.

**d. Appointment of Trustee Members to Chancellor Search Committee**

On a motion by Mr. Moreno and seconded by Mr. Fuller, the Board appointed Dr. Lorraine Prinsky and Mr. Patterson to the Chancellor Search Committee.

Motion carried with the following vote:

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

**25.01 DIS – Authorization of Voluntary Separation Program**

It was moved by Mr. Grant and seconded by Mr. Moreno to approve the Authorization of Voluntary Separation Program pending the removal of the wording "a maximum of" in the fifth paragraph.

Motion carried with the following vote:

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

**26.00 Approval of Minutes**

**26.01 Approval of Minutes**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky that the following minutes be approved:

Special Meeting of January 19, 2011

Motion carried with the following vote:

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

**27.00 Close of Meeting**

**27.01 Public Comment (Items Not on the Agenda)**

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

## **27.02 Adjournment**

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

Motion carried with the following vote:

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

The meeting was adjourned at 10:34 p.m.

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Secretary of the Board of Trustees

**Appendix**

**Page**

**A.**      Public Employment Report.....14-22

## 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

#### WORKSHOPS FOR BASIC SKILLS STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bailly, Jennifer	02/03/11	06/30/11	PDH	\$29.46

#### STUDENT LEARNING OUTCOME ASSESSMENT WORKSHOP

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Don, Rachel	02/03/11	05/29/11	PDH	\$29.46	\$100.18

#### STUDENT LEARNING OUTCOME FOR COURSES TAUGHT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Yue, Amy	02/03/11	05/29/11	PDH	\$29.46	\$100.18

#### STUDENT LEARNING OUTCOME WORKSHOP

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Don, Rachel	02/03/11	05/29/11	PDH	\$29.46	\$159.11
Yue, Amy	02/03/11	05/29/11	PDH	\$29.46	\$159.11

#### COLLEGE SPONSORED WORKSHOP

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Don, Rachel	02/03/11	05/29/11	PDH	\$29.46	\$100.18
Yue, Amy	02/03/11	05/29/11	PDH	\$29.46	\$100.18

#### INTERNATIONAL STUDENT DUAL ADMISSION PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Satow, Jingfang	02/03/11	06/30/11	EXH	\$29.46

The following CCC Administrators, Full Time and Part Time instructors to provide instructional opportunities for NAVY ONSHORE and NCPACE for Military Contract Education during Spring semester.

#### Part Time Instructor

Villalobos, Jose  
Xu, May

### GOLDEN WEST COLLEGE

READER/EVALUATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Alvarez, Veronica	01/18/11	01/30/11	PDH	\$29.46
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Justification: Students requested special placement testing, campus cannot anticipate this request for prior Board approval

CONTRACT EDUCATION FOR THE HUNTINGTON BEACH POLICE DEPARTMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Ferris, Michael	11/01/10	11/30/10	PDH	\$29.46
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Justification: Division did not forward employee assignment until HBPD paid class fees

ORANGE COAST COLLEGEAPPEAL CHALLENGE PROCESS FOR STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
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Barnard, Donna	02/03/11	05/30/11	EXM	\$43.55	\$527.01
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INSTRUCTION LIBRARIAN DUTIES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Daugherty, Seth	01/31/11	05/29/11	UNT	\$65.55
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Justification: Lack of staff coverage added late

NON-INSTRUCTIONAL LIBRARIAN DUTIES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
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Daugherty, Seth	01/31/11	05/29/11	PDH	\$29.46	\$565.74
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Justification: Need backfill a full time Librarian

CERTIFICATION FOR LEARNING DISABLED STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
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Decker, Dawn	02/03/11	05/31/11	EXH	\$44.36	\$5501.38
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INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
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Galvery, William	01/31/11	05/29/11	IUM	\$1514.00	Construction
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Justification: A replacement for a faculty who resigned

SPECIALIZED EQUIPMENT AND CAMERAS REPAIRS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Gillissen, Blade	02/03/11	05/29/11	EXM	\$43.55
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MATH CHALLENGE PROCESS FOR STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
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Muir, Robert	02/03/11	05/30/11	EXM	\$43.55	\$352.79
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PEER REVIEW PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Fricker, Norman	01/03/11	01/28/11	PDH	\$29.46	\$500.92
Ray, Jamie	01/03/11	01/28/11	PDH	\$29.46	\$500.92

PART TIME COUNSELOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ngo, Michelle	01/31/11	05/29/11	UNT	\$73.94
Phan, Dat Huy	01/31/11	05/29/11	UNT	\$73.94
Tran, Julie	01/31/11	05/29/11	UNT	\$61.88

Justification: Lack of staff coverage added late

PART TIME LIBRARIAN AT REFERENCE DESK

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Eutimio, Alfredo	01/31/11	05/29/11	UNT	\$73.94
Schmidt, Valerie	01/31/11	05/29/11	UNT	\$73.94
Smith, Ward	01/31/11	05/29/11	UNT	\$57.44

Justification: Lack of staff coverage added late

CULINARY ARTS PATHWAY 7 DAY EVENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Barber, William	03/18/11	03/19/11	EXM	\$43.55	\$200.35
Beard, Daniel	03/18/11	03/19/11	EXM	\$43.55	\$200.35
Blake, Elizabeth	03/18/11	03/19/11	EXM	\$43.55	\$200.35
Bosich, Jill	03/18/11	03/19/11	EXM	\$43.55	\$200.35
Cooper, Barbara	03/18/11	03/19/11	EXM	\$43.55	\$200.35
Golden, Jill	03/18/11	03/19/11	EXM	\$43.55	\$200.35

PEER REVIEWER FOR THE INSTRUCTIONAL WING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Dale, John	01/18/11	01/28/11	EXM	\$43.55	\$500.88
Felts, Karen	01/18/11	01/28/11	EXM	\$43.55	\$500.88
Lerma, Maria	01/18/11	01/28/11	EXM	\$43.55	\$500.88
Monohan, Georgie	01/18/11	01/28/11	EXM	\$43.55	\$500.88
Oviatt, Vinta	01/18/11	01/28/11	EXM	\$43.55	\$500.88
Pettus, Candice	01/18/11	01/28/11	EXM	\$43.55	\$500.88
Soto, Ricardo	01/18/11	01/28/11	EXM	\$43.55	\$500.88
Vesna, Marcina	01/18/11	01/28/11	EXM	\$43.55	\$500.88

Justification: The committee was not able to meet on time for the Board deadline

The following Administrators, to teach for the period **01/31/11 to 05/29/11** for CCC, GWC and OCC, payment to be \$72.000/hr (based on Col. IV, Step 6 placement on the CFE/AFT Local 1911 Faculty Unit Contract). This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE indicated below:

OCC

<u>Name</u>	<u>LHE</u>
Selzer, Thomas	3.37

Justification: Needs were not known until after first board deadline

Overload assignments for the following evening counselors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/31/11 to 05/29/11** 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:

CCCNameLHE

Winterbourne, Susan

3.00

Justification: Last minute determination from the department

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/31/11 to 05/29/11** 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:

CCCNameLHE

Desmond, Deborah

1.12

Justification: Late change in scheduling classes

GWCNameLHE

Bishop, Joyce

7.50

Lawler, William

4.17

Justification: Late schedule change in classes

OCCNameLHE

Baker, Cherry

4.67

Dowling, Thomas

7.20

Justification: Assignment paperwork waiting for signature

**2. Substitute Faculty**

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2010-11 academic year.

Coastline College

Sak, Kathleen

Yazan, Ozkan

**3. Full time Faculty**

None.

**4. Part time Faculty**

SPRING

Assignments during the period **01/31/11-05/29/11** 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>
Benneman, Bud	3.000
Bogle, Dennis	3.000
Huynh, Minh-Tri	2.250
Justification: Original instructor unable to teach class	
Pirino, Giorgia	7.500
Justification: New hire given assignment late	
Stiff, Robert	3.000
Justification: Class added to accommodate Credits for College students	
Duzey, Janice	3.000
Sinclair, Anita	3.000
Justification: Emergency hire, original instructor was unable to teach the class	
Diaz-Brown, William	3.000
Farr, Jon	2.666
Hampton, Jancy	2.666
McGeoch, Norma	3.000
Mozell, Harold	3.000
Yue, Amy	2.000
Justification: Class added to accommodate increased enrollment	
Hogan, Mikel	3.000

Golden West College

<u>Name</u>	<u>LHE</u>
Alvarez, Veronica	3.000
Justification: Original instructor declined assignment	
Leggitt, Angeli	4.670
Justification: New class session added to nursing program	
Magallanes, Francisco	10.000
Justification: Change in scheduling	
Nelson, Terence	3.000
Justification: Rehire process paperwork late	
Taylor, Christopher	2.500
Justification: Correction in load assignment	
Farnham, Paul	5.000
Norman, Kimberly	6.000
Said, Asma	4.500
Sheldon, Joel	4.000
Wadley, Mike	8.630
Justification: New hire process paperwork late	
Reyes, Lourdes	5.750
Wegter, Rachel	6.000
Justification: Schedule changes in department	
Lopez, Arthur	7.500
Odonnell, Ruth	8.500
Orwig, Bernice	7.500
Pierce, Lowell	7.500



Robinson, David	4.880
Selman, Matthew	2.250
Tenno, Milton	2.250
Turnbull, Don	1.130
Thompson, Chris	2.250

Justification: Workload too heavy for staff to complete assignment paperwork

#### Orange Coast College

<u>Name</u>	<u>LHE</u>
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Barrett, Charles	8.666
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Justification: Due to name correction on load sheet

Green, Ulrike	3.380
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Justification: Paperwork from department received after deadline

Haeri, Shadi	10.000
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Justification: Due to re-assigning class for team teaching

Margolin, Cathryn	7.000
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Justification: Original instructor being unable to teach

Nemeth, Angelika	4.375
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Justification: Division change in scheduling classes

Petit, Adam	3.000
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Justification: Additional assignment added late

Williams, Amy	3.000
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Justification: Personnel department confirmation of instructor status

Willis, Margie	9.000
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Justification: HIT grant funding late

Kilenny, Kathleen	5.060
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Williams, Patrick	5.250
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Justification: Correction of name change

Beale, Michael	5.873
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Martinez, Rachel	4.145
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Justification: Re-assigned instructors to Learning Center

Manuck, Richard	9.750
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Phan, Kristoffer	2.500
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Ray, Jamie	5.500
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Salim, Linda	9.500
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Williams, Sherry	8.000
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Justification: Assigned classes to available instructors

Aguilar-Roca, Nancy	2.250
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Rinehart, Todd	6.500
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Russell, Christy	4.000
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Justification: New hires completed paperwork late

Daly, Kelly	3.000
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Freeman, Patrick	1.626
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Kaiserman, Adam	8.000
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Majeed, Humairah	4.500
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Poirier Ball, Leigh	3.000
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Justification: New hire completed paperwork late

Willis, Margie	4.500
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Wilson, Nancy	3.500
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Yeung, Vinnie	4.250
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Young, Tabitha	2.333
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Zager, Christina	4.500
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Justification: Unable to complete paperwork due to workload volume for staff

Decker, Dawn	9.990
Ketcham, Christopher	9.750
Lee, Adam	1.625
Menaker, Shana	2.438
Millian, Janet	1.625
Moreno, Erich	9.750
Panaro, Scott	7.313
Parker, Lori	1.625
Plum, Caryn	3.000
Popovich, Steven	5.688
Pridomirski, Joanne	3.250
Pringleau, Paul	4.063
Reynolds, Michael	6.500
Sapp, Daniel	4.875
Snapp, Kevin	3.250
Swail, Julie	2.750
Sweesy-Barger, Millie	4.063
Tagaloo, Faasamala	2.438
Thornton, Michael	5.688
Tran, Duy	7.313
Turner, Travis	8.125
Justification: Due to lack of staff coverage assignments were turned in late	
Linn, Susan	1.625
Ortega, John	1.625
Upton, John	3.000
Young, John	8.125

## 5. Educational Administrator

In accordance with Board policies and procedures, the following academic administrative staff are recommended for appointment for service during the period shown below. Employment and payment for services will follow upon notification that all required documents have been completed and filed.

### Reappointments

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Contract Term</u>	<u>Plcmt</u>
Francus,	GW	Interim Vice Pres of Student	03/01/11-	D-34-
Stanley	C	Services	05/31/11	07+Doc
Wilkerson,	CCC	Interim Vice Pres Student	03/01/11-	D-34-10
Lois		Services & Economic Development	06/30/11	

## 6. Classified Management

None.

## 7. Classified Staff

None.

## 8. Reclassification and Reorganization/Reassignment

None.

## 9. Classified Temporary Assignments

None.

## 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/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>
Brown, Scott	GWC	02/03/11	06/30/11	127006-385102	S,SU
	GWC	02/03/11	06/30/11	813015-381401	S,SU
Harris III, Alexander	GWC	02/03/11	06/30/11	127006-385102	S,SU
	GWC	02/03/11	06/30/11	813015-381401	S,SU
Lund, Jonathan	GWC	02/03/11	06/30/11	813015-381401	S,SU
Mahler, Katherine	OCC	02/12/11	06/30/11	812020-205401	M,T,W,TH,F
Medina, Jose	OCC	02/16/11	06/30/11	110001-285501	M,W,F
Nguyen, Viet	OCC	02/03/11	06/30/11	127005-258900	M,T,W
Oste, Gino	GWC	02/03/11	06/30/11	813015-381401	S,SU
Paredes, Daniel	OCC	02/10/11	06/30/11	812020-205401	M,T,W,TH,F
Pecero, Giancarlo	OCC	02/03/11	06/30/11	127005-258900	T,W,TH
Pham, Cuong	OCC	02/03/11	06/30/11	127005-258900	M,T,W
Pham, Tuan	GWC	02/03/11	06/30/11	813015-381401	S,SU
Shea, Michael	GWC	02/03/11	06/30/11	813015-381401	S,SU
Sok, Nansir	OCC	02/03/11	06/30/11	812020-205401	M,T,W,TH,F

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>
Legaspi, Jodie	OCC	02/03/11	06/30/11	110001-212100	M,T,W,TH,F
	OCC	02/03/11	06/30/11	812035-212815	M,T,W,TH,F
	OCC	02/03/11	06/30/11	812010-266851	M,T,W,TH,F
Van Moorleghem, Laura	OCC	02/03/11	06/30/11	812035-212815	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Dinh, Hien	OCC	07/30/10	08/30/10	812035-249201	M,T,W,TH,F
	OCC	07/30/10	08/30/10	110001-249200	M,T,W,TH,F
	OCC	10/05/10	11/25/10	812035-249201	M,T,W,TH,F
	OCC	10/05/10	11/25/10	110001-249200	M,T,W,TH,F
Lighter, Laura	OCC	08/31/10	10/04/10	812035-249201	M,T,W,TH,F
	OCC	08/31/10	10/04/10	110001-249200	M,T,W,TH,F
Preciado, Anna	CCC	02/03/11	06/30/11	110001-803102	M,T,W,TH,F

#### **11. Substitute Classified**

None.

#### **12. Clinical Advisors/Summer**

None.

#### **13. Medical Professional Hourly Personnel**

Schalliol, Nicole, OCC

#### **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.

##### Golden West College

Nguyen, Jimmy

Smith-Anciaux, Emily

##### Orange Coast College

Nielsen, Daniel

**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	Feb 2, 2011	Jim Moreno 2 <sup>nd</sup> Mary Hornbuckle	Vice Chancellor, Finance & Admin. Services	Provide a report on rentals at the District Office facilities.	February 16, 2011	P
2	Feb 2, 2011	David Grant 2 <sup>nd</sup> Lee Fuller	GWC Vice President of Admin Services/District General Counsel	Provide a detail of the past due bills and a timeline of the work provided by URS Corporation, Golden West College Learning Resource Center	February 16, 2011	P
3	Feb 2, 2011	Mary Hornbuckle 2 <sup>nd</sup> Jim Moreno	Vice Chancellor, Human Resources	Provide a report concerning the appointment of Seth Daugherty as OCC Instruction Librarian	March 2, 2011	P
4	Feb 2, 2011	Mary Hornbuckle 2 <sup>nd</sup> Lee Fuller	Vice Chancellor, Human Resources	Provide a new Independent Contractor Agreement for Beeson, Tayer and Bodine, APC	February 16, 2011	P
5	Nov 17, 2010	Mary Hornbuckle 2 <sup>nd</sup> Walt Howald	Board Clerk/Board Secretary	Provide report on work activities performed by Townsend Public Affairs	February 16, 2011	P
6	Nov 17, 2010	Jim Moreno 2 <sup>nd</sup> Mary Hornbuckle	Chancellor	Refer Bullying Report to a Policy Task Force to provide a draft policy on Bullying at a future Board Meeting.	Pending	P
7	Nov 17, 2010	Jerry Patterson 2 <sup>nd</sup> Jim Moreno	Chancellor	Provide status report on review of Board policies.	March 16, 2011	P
8	Nov 17, 2010	Lorraine Prinsky 2 <sup>nd</sup> Walt Howald	Chancellor	Request for a future update from November 2009 report on OCC Student Funding matters.	Feb 16, 2011	P
9	Aug 19, 2010	Mary Hornbuckle; 2 <sup>nd</sup> Lorraine Prinsky	Chancellor/District General Counsel	Review Agreement with Time Warner Cable for the purpose of utilizing a dedicated circuit connection between Golden West College data network and Time Warner Cable, and return to the Board in August 2011 for reconsideration.	August 2011	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
10	May 19, 2010	Jim Moreno; 2 <sup>nd</sup> Walt Howald	Chancellor/Vice Chancellor of Ed Services & Technology	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.	April 6, 2011	P
11	Dec 9, 2009	Lorraine Prinsky; 2 <sup>nd</sup> Walt Howald	Chancellor	Provide the Board with frequent updates on the District's compliance with the 50% Law and FON, and provide the Board with an understanding of the impact of the ENDS Program on the 50% Law	Ongoing	P
12	July 16, 2008	Walt Howald; 2 <sup>nd</sup> Jim Moreno	Chancellor	The Vice Presidents at the three colleges, Academic Senate Presidents among other District-wide groups will discuss coordination of college curricula matters including CTE and occupational course and program duplication. Written status report on progress of President Obama's American Graduation Initiative.	Ongoing	P
13	Sept 17, 2008	Jim Moreno; 2 <sup>nd</sup> Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Spring 2011	P
14	Sept 17, 2008		Chancellor	Develop Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	May 18, 2011	P
15	Sept 17, 2008	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.	February 16, 2011	P
16	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations	February each year	P



## **VETERANS Programs and Services**

*Educational Opportunities and Specialized Services*

### **Serving Veterans Today**

Serving the  
community  
since 1976.  
Serving the  
military since 1983.

- Educational opportunities for the Orange County community since 1976.
- CCC began working with the military services in 1983 to provide education, at a distance, to servicemen and women who were striving to earn a college degree while serving on active-duty.
- Extensive offering of programs and services that can help veterans achieve their goal of a college education while also facilitating a smooth transition back into civilian life.



## Serving Veterans Today

Serving the  
community  
since 1976.  
Serving the  
military since 1933.

### Veterans, their survivors, and their dependents will find:

- A full range of V.A. educational benefits.
- Academic credit for appropriate military experience.
- A Career Technical Education Center offering training, degrees, and certificates in more than forty occupations.
- A job placement center (the Orange County One-Stop Center)—operated by Coastline—that will help veterans find employers who need their skills. The OC One-Stop has offices at the Los Alamitos Joint Forces Training Base and other locations in Orange County.
- Free tutoring services.
- Counselors to advise on school or personal problems.



- Assistance in securing special education benefits if you have a service-connected disability.
- A nationally recognized Acquired Brain Injury Program designed to help those with Traumatic Brain Injury (TBI).



## Veterans Services Center Office

College Center, Admissions & Records  
Hours: Monday –Thursday, 8 a.m. – 5 p.m.  
Friday, 8 a.m. – 12 p.m.  
(714) 241-6325 or (714) 241-6114



## Help Veterans Obtain G.I. Bill Benefits

### Coastline's veterans support staff will:

- Assist veterans with the paperwork to claim educational benefits as a Coastline student.  
*\* veterans must have an educational objective toward a V.A. approved Associate in Arts (A.A.) degree or a certificate program.*
- Check to ensure veterans have a qualified degree plan and are taking the right courses to stay on track.
- Refer veterans to a counselor to help create a detailed educational plan, explore career opportunities, or help get information on transferring to a four-year college for their bachelors degree.
- Offer priority registration to veterans discharged from active duty within two years of admission to the college.



## Military Programs

College Center, 3rd floor

(866) 422-2645

<http://military.coastline.edu>

## Military Programs

- Offers high-quality, distance learning, media-based courses.
- Leader in the field of military education.
- Recognized as a "Top 10 Military Friendly College and University" year after year. Recipient of Military Excellence Awards and 19 Emmy Awards for Instructional Design.
- Provides students with a direct route to a degree with online courses offered in short 8-week sessions, five sessions per year.
- A.A. Degrees available in many occupational related areas, is one of the most readily achievable associates degree available.
- Coastline representatives located on bases worldwide.



## Military Programs

- Awards academic credit for military training and experience.  
*\*Receive up to 40 semester credit hours.*
- Experienced counselors and evaluators who understand military transcripts for maximum transferability toward a degree.
- Several majors related to military rate/MOS.
- Free, up-front degree evaluations (before you apply or register)
- Maximum transferability of credits to 4-year institutions.
- Text books available at substantial savings.

*\*Currently, students pay no more than \$50 with early registration.*





**Special Programs and Services  
for the Disabled  
ABI Programs and Services**

Costa Mesa Center  
2990 Mesa Verde Dr. East, Costa Mesa, CA 92626  
(714) 241-6214  
abi.coastline.edu

## **Extra Services for those with Disabilities**

Coastline provides support services to students with disabilities, and our staff has experience working with injured veterans.

Staff are on hand to provide accessible, effective, creative support services in a respectful environment, including:

- *Test-taking facilitation*
- *Registration assistance*
- *Adaptive equipment*
- *Interpreter services*
- *Note-taking*
- *Specialized tutoring*
- *Reader services*



## Acquired Brain Injury (ABI) Program – Site-Based Program

Designed to help people who have sustained a traumatic brain injury (TBI), caused by an explosive blast or motor vehicle accident for example, or a non-traumatic event, such as a non-age related stroke or brain tumor.

Options at Coastline:

**Site-Based Program**—Located at Coastline's campus in Costa Mesa.

Offers cognitive retraining that emphasizes:

- *Socialization and career development*
- *Individual responsibility and independence*
- *Memory*
- *Verbal and figural skills*
- *Critical thinking*
- *Attention and organization*



## Acquired Brain Injury (ABI) Program – Cognitive Boot Camp

An online program that uses a PDA (personal digital assistant), hand-held computer, or smart phone to help with memory compensation, organization, and time management; psycho-social adjustment, and community integration.



## **Acquired Brain Injury (ABI) Program – Caregivers' Boot Camp**

For caregivers and significant others, this online program provides information, support resources, and strategies for coping with changes experienced after a family member sustains a brain injury.



### **Counseling Office**

Hours: Monday – Thursday, 8 a.m. – 7 p.m.

Friday, 8 a.m. – 12 p.m.

(714) 241-5162

[www.coastline.edu](http://www.coastline.edu)

## Counseling Guidance for Veterans

- Professionally trained counselors are available to assist in achieving educational, career, and personal goals.
- Counselors are available by:
  - Participating in e-Advising and e-Chat (online)
  - Telecounseling (over the phone)
  - In-person at a Coastline site in Fountain Valley, Costa Mesa, Garden Grove, or Westminster
- Coastline grants up to 40 units of college credit for military training and experience toward an A.A. degree.
- Counseling assistance in choosing a four year college and developing an efficient plan that includes all required classes for desired bachelor's degree.



## Financial Aid Office

College Center, 4th floor, Room 419  
Hours: Monday – Thursday, 8 a.m. – 5p.m.  
Friday, 8 a.m. – 12p.m.  
(714) 241-6239  
[financialaid@coastline.edu](mailto:financialaid@coastline.edu)

## Financial Aid for Veterans

Coastline's financial aid staff are experts at finding money, especially for our veterans.

veterans can apply for state and federal programs, grants, and more if additional money for tuition, books, or living expenses, while attending Coastline, is needed.

Receiving veteran benefits does not preclude veterans from receiving state and/or federal financial aid. If qualified, veterans may receive both.



## Financial Aid for Veterans

### Opportunities available to veterans:

- Pell Grants
- SEOG (Supplemental Equal Opportunity Grants)
- Federal Work-Study
- Perkins Loans; Stafford Subsidized and Unsubsidized Loans
- Cal Grants and the California Board of Governors Fee Waivers (BOGW).





## Orange County One-Stop Centers

JFTB Los Alamitos (Building 244), (562) 936-1796  
Orange County One-Stop Center, Westminster, (714) 241-4934  
Orange County One-Stop Center, Irvine, (949) 341-8012

## Orange County One-Stop Centers

- Provides services for both job-seekers and employers, including job search assistance for Coastline students and grads.
- Comprehensive program of transition services leading to a new job or career.
- Career exploration and planning tools, training opportunities, resume help, and coaching on job search and interview techniques.
- Referrals to partner agencies for help with problems that may hinder a veteran from finding employment.





## Orange County One-Stop Centers

- Here in complete confidence, veterans feel comfortable voicing their concerns about education, physical or mental health issues, legal issues, homelessness, or alcohol or substance abuse.
- Conducts outreach, recruitment, and provides services onsite at the Los Alamitos Joint Forces Training Base to personnel from all branches of the military.
- Partners with the Employment Development Department, "Welcome Home Veterans" program at the two One-Stop Centers in Westminster and Irvine.
- Working with CCC's Instruction program to offer a training program in Process Technology.



## Orange County One-Stop Centers

- Other training programs includes vocational nursing, medical billing, heating and air conditioning mechanic, auto mechanic (at GWC), computer systems engineer and web design.
- Provides on-the job training opportunities with employers such as Corix Utilities and CRST Trucking.
- Participates in Job Fairs designed specifically for veterans.
- Provides Placement Services.



## COASTLINE'S MISSION



Coastline Community College is committed to student success through accessible and flexible education within and beyond the traditional classroom.



## For more information about Veterans Services....



Call 1 (714) 546-7600

Visit us on the web at [www.coastline.edu](http://www.coastline.edu)

You're also invited to visit us at one of our centers.





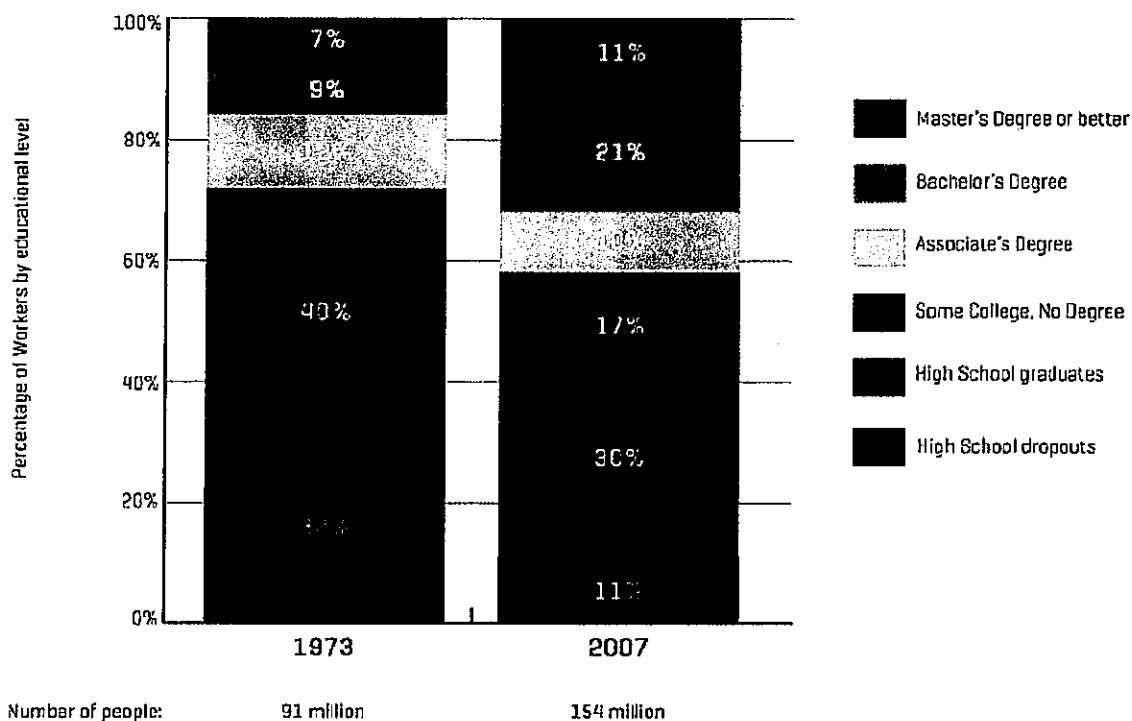
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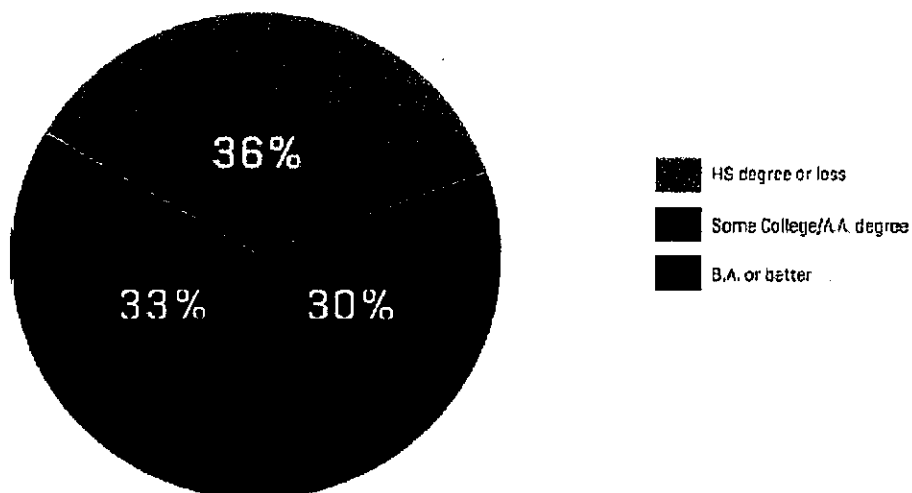
## Data Drawn from the Harvard Report

**FIGURE 1** Since 1973, jobs that require at least some college have exploded while opportunities for those with just a high school education have shrunk dramatically



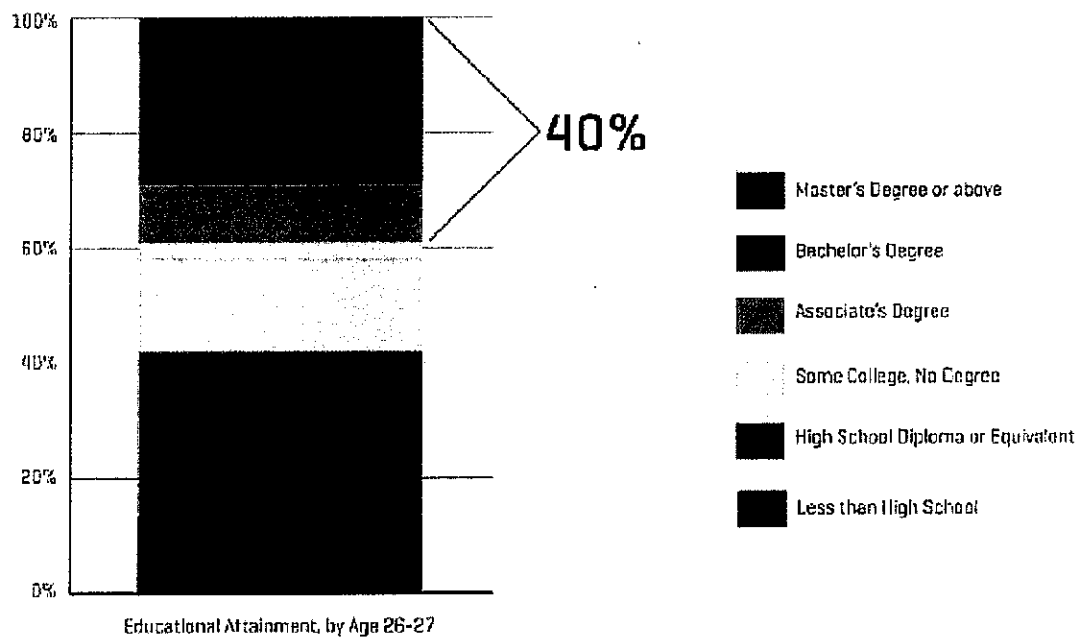
Source: March CPS data, various years; Center on Education and the Workforce.

**FIGURE 4** College for All does not mean everyone needs a B.A. Even in this decade most jobs do not require a B.A.



Source: March CPS data, various years; Center on Education and the Workforce forecast of educational demand to 2018.

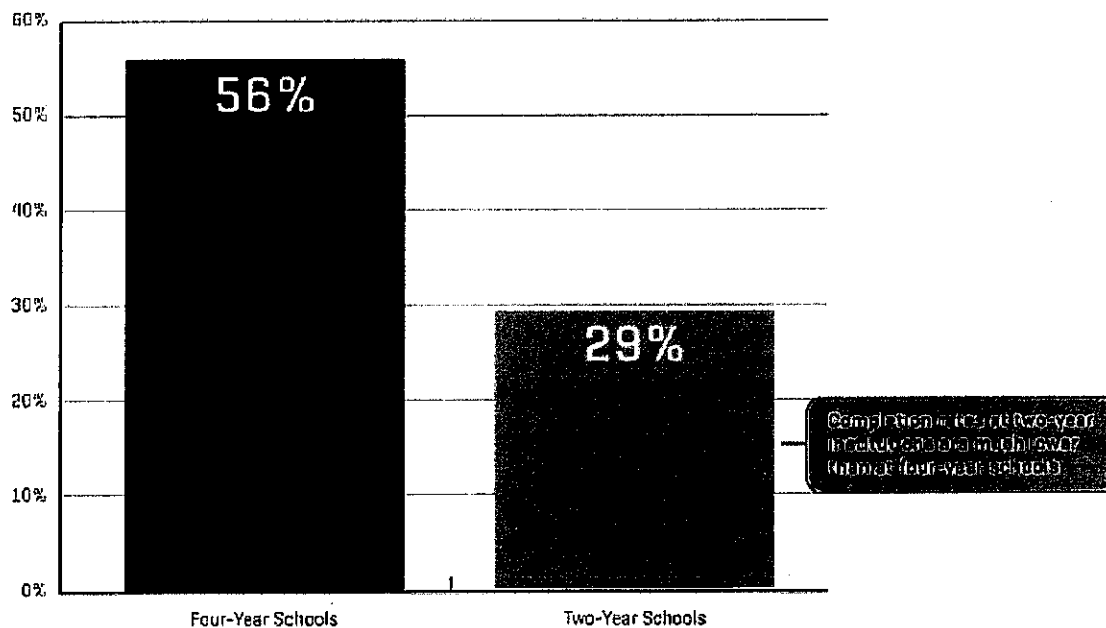
**FIGURE 5** The current US reality: only 40% of 27-year olds have earned an A.A. degree or higher



Note: Represents data collected in surveys between 2006-2008; GED is approximation based on data from GED Testing Program.

Source: Current Population Survey Annual Social and Economic Supplement.

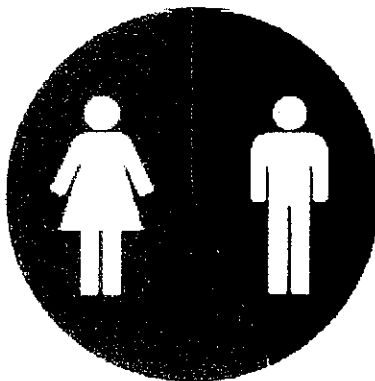
**FIGURE 6** U.S. "on time" college completion rates are alarmingly low



Note: Two-year schools have a three year graduation window. Four-year schools have a six-year window

Source: Higher Ed Info-NCES/IPEDS Graduation Survey.

## THE GROWING GENDER GAP IN OUR NATION'S COLLEGES: WHAT ARE THE IMPLICATIONS?

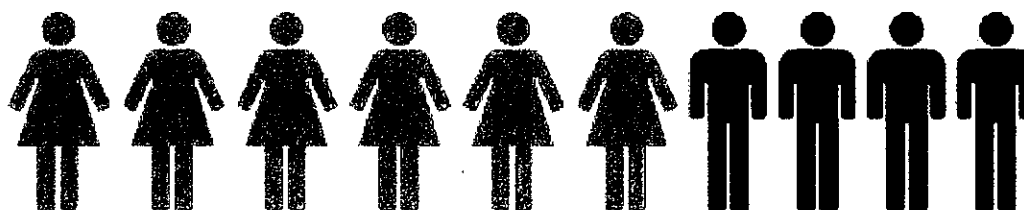


WOMEN NOW ACCOUNT FOR **57%** OF COLLEGE STUDENTS



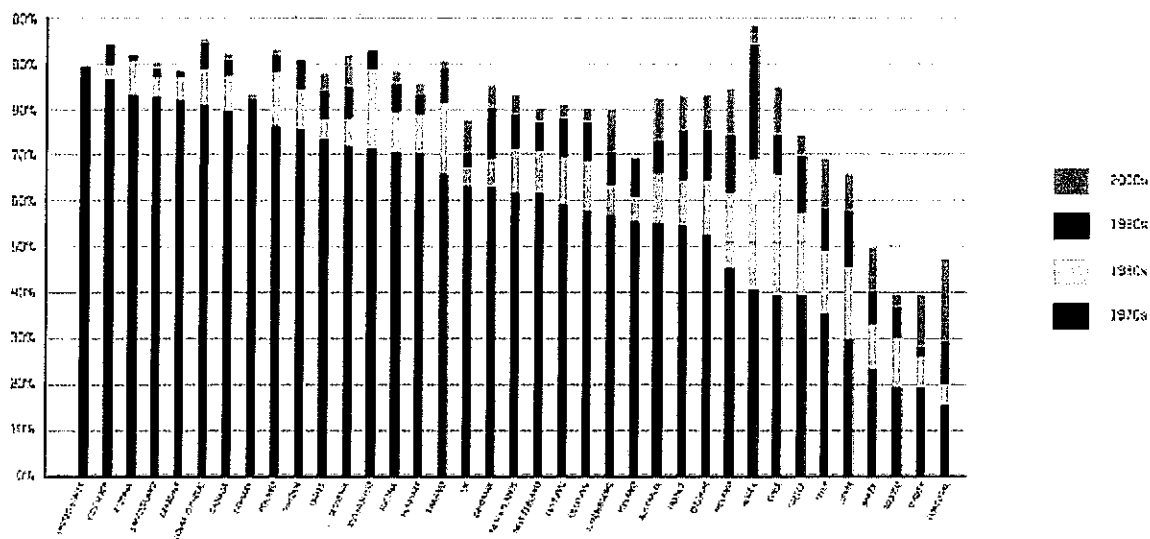
WOMEN EARN **57%** OF COLLEGE DEGREES

MEN EARN JUST **43%** OF COLLEGE DEGREES



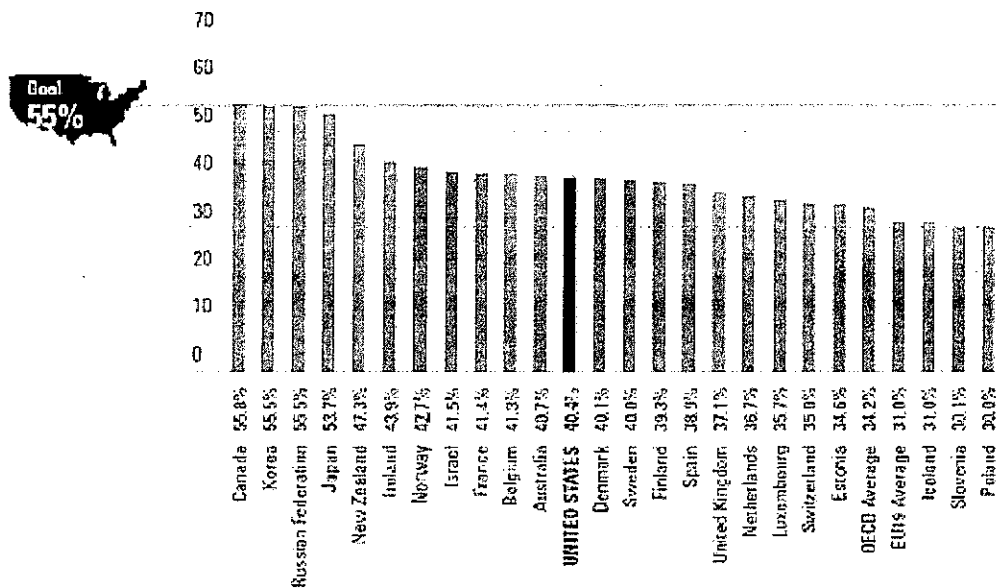
WOMEN NOW ACCOUNT FOR **60%** OF GRADUATE STUDENTS

FIGURE 7 The U.S. has fallen from 1st place to 13th in high school graduation



Note: Approximated by percentage of persons with upper secondary or equivalent qualifications in the age groups 55-64, 45-54, 35-44, and 25-34 years.  
Source: Organization for Economic Cooperation and Development.

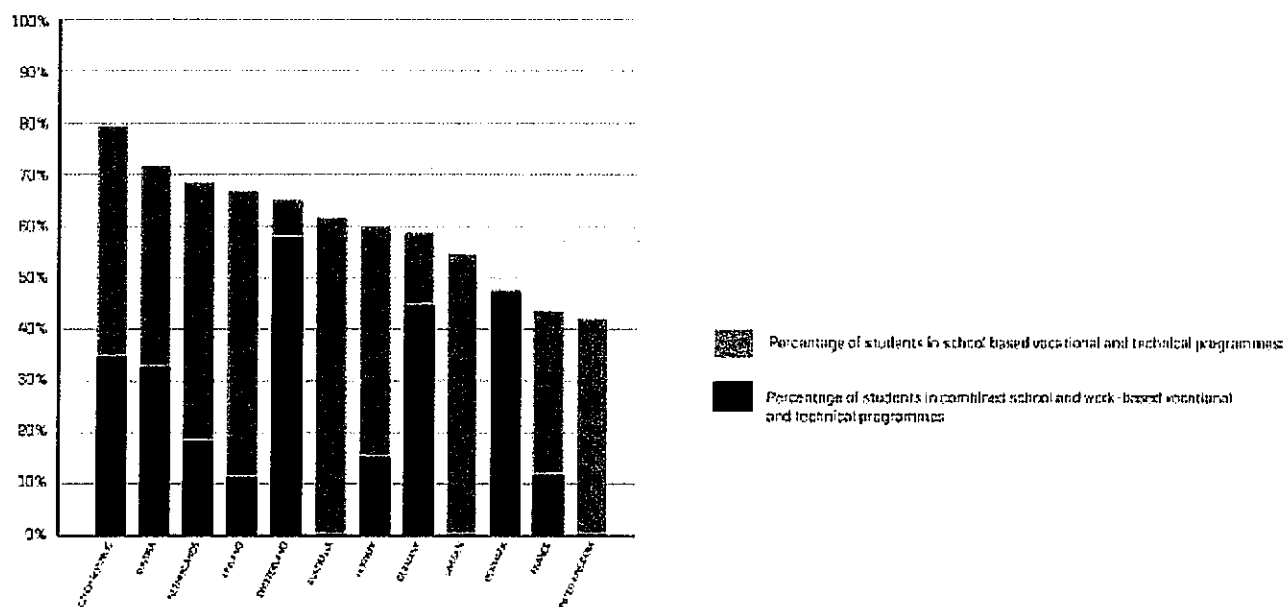
FIGURE 8 College Completion Rank Declining: Percentage of 25- to 34-Year-Olds with an Associate Degree or Higher, 2007



Note: College Board. (2010). *The College Completion Agenda 2010 Progress Report*. Retrieved from <http://completionagenda.collegeboard.org>.  
Source: Organization for Economic Cooperation and Development.



**FIGURE 9** In many European countries over half of upper secondary students are in vocational educational and training



Source: OECD (2008), Education at a Glance 2008, OECD indicators, Table C1.1, OECD, Paris.


**Charts and Data from Pathways to Prosperity: Meeting the Challenge of Preparing Young Americans for the 21<sup>st</sup> Century**  
Harvard University, 2011



Published Online: February 2, 2011

## Harvard Report Questions Value of 'College for All'

By Catherine Gewertz

By concentrating too much on classroom-based academics with four-year college as a goal, the nation's education system has failed vast numbers of students, who instead need solid preparation for careers requiring less than a bachelor's degree, Harvard scholars say in a report issued today .

Leaders of the "Pathways to Prosperity" project at Harvard University's Graduate School of Education argue for an education system that clearly articulates students' career options as early as middle school and defines the coursework and training required, so young people can chart an informed course toward work, whether as an electrician or a college professor. Their report arrives as experts are trying to define what skills are necessary for work and for higher learning.

The proposal from an esteemed school of education sparked immediate concern—including what one activist called "a major case of heartburn"—for raising the specter of tracking, in which disadvantaged students would be channeled unquestioningly into watered-down programs that curtail their prospects.

The Harvard study also drew notice because it was driven in part by the concerns of one of its co-authors, Robert B. Schwartz, a prominent champion of higher academic expectations for all students, who said he began to doubt the wisdom of a "college for all" approach to education. Another co-author, Ronald Ferguson, the director of Harvard's Achievement Gap Initiative, is a national expert on improving learning opportunities for disadvantaged children.

The authors contend that their vision would expand opportunity for all students, especially those who face the dimmest prospects now because their education stops at high school. Rather than derailing some students from higher learning, their system would actually open more of those pathways, they say, by offering sound college preparation and rigorous career-focused, real-world learning, and by defining clear routes from secondary school into certificate or college programs.

"Every high school graduate should find viable ways of pursuing both a career and a meaningful postsecondary degree or credential," the report says. "For too many of our youth, we have treated preparing for college versus preparing for a career as mutually exclusive options."

## Job Demands

The Harvard report echoes concerns captured in a stream of papers since the late 1980s that young people not bound for college face a daunting employment landscape. It draws on employment data that show more jobs demand some postsecondary training. Such figures have led President Barack Obama to urge all Americans to obtain at least one year of training or higher education after high school.

In 1973, seven in 10 jobs in the United States were held by those with only a high school education, but by 2007, that figure dropped to four in 10, the report says. Half the jobs created in the next decade will be well matched to those with associate's degrees or vocational or technical training, including "middle skills" jobs such as construction manager or dental hygienist, it says. Many of those jobs pay more than jobs typically held by workers with only high school diplomas, and some even pay more than the average job held by a four-year college graduate, according to the study.

Six in 10 Americans don't complete associate's or bachelor's degrees by their mid-20s, the report notes, and only one in 10 earns an occupational certificate. Those figures, combined with the job forecasts, suggest that education must be fundamentally reworked to ensure sound options for non-college-bound students, the authors say.

Drawing on European systems of vocational education, they argue for an American version of a "more holistic" education that would involve employers in defining the skills necessary for work and providing internships, apprenticeships, and other opportunities linked tightly to students' courses of study. Pivotal to such a system would be career counseling embedded in schools from early in students' education.

A focus on better preparing students for middle-skills jobs is long overdue, said Anthony P. Carnevale, one of the job-market experts whose research is cited in the study.

"If there is one thing in education that I would tell the president to do, this is it," said Mr. Carnevale, the director of the Georgetown University Center on Education and the Workforce. "Since 1983 and *A Nation at Risk*, we've been very single-minded about kids going to college. It's good, but it's too narrow."

But creating varied pathways is fraught with political peril because of the risk that some students will be held to lower expectations, Mr. Carnevale said.

In apparent anticipation of such concerns, the authors say that in their system, students would "not be locked into one career at an early age." But they also say in the report that "the coursetaking requirements for entry into the most demanding four-year colleges should not be imposed on students seeking careers with fewer academic requirements."

## **Premature Shift?**

Some education advocates reacted with alarm to the recommendations, especially given the virtual absence of career counseling in the K-12 or community college system to help level the playing field between disadvantaged students and more-fortunate ones.

"They're arguing for different standards and separate tracks," said Kati Haycock, the president of the Education Trust, a Washington-based group that focuses on policies to improve education for low-income students. "Every single time we create multiple tracks, we always send disproportionate numbers of poor kids and kids of color down the lesser one. Until we can find a way not to do that, then people like me will object."

Mr. Schwartz of Harvard acknowledged that the report wades into "tricky terrain." But he said that tracking is "when schools make decisions about what kids are capable of and what their futures are. It's pervasive in our schools, and it's a huge problem.

"But I wouldn't confuse that form of tracking," he said, "with trying to create a system in which by the time kids hit 16, they and their families have some real choices to make."

Michael Cohen, who succeeded Mr. Schwartz as the president of Achieve, a Washington-based organization that works with states to raise their academic expectations, took issue with the report's depiction of the college-readiness agenda as having failed. Only recently, he said, have states adopted course requirements that reflect the skills and knowledge needed for college and good jobs.

"To say we've tried this and it failed seems a bit premature, like snatching defeat from the jaws of victory," he said.

In addition, he speculated, shorthand rhetoric might be confusing what people mean by "college for all."

"No one is talking about preparing everyone for four-year colleges, or even two-year colleges," said Mr. Cohen. "It's a straw man. Everyone from the president on down is saying, 'Some form of training after high school.' "

Some states and districts are moving toward highly rigorous versions of career and technical education. The report cites examples such as California's Linked Learning initiative, which combines work-based learning with counseling supports, and Massachusetts' network of regional vocational-technical schools.

Construction Technology Academy at Kearny High School in San Diego, one of the 50-plus campuses in California's Linked Learning network, could illustrate some of what the report's authors have in mind, said Gary Hoachlander, the president of ConnectEd, a Berkeley, Calif.-based nonprofit group that supports Linked Learning schools.

Students who choose the academy study architecture, engineering, and construction as well as the typical core curriculum, he said. Some go on to apprenticeship programs in the construction trades, some go to community colleges, and some enroll in universities, but all students take courses in the principles of engineering, computer-assisted design, carpentry, and electricity, Mr. Hoachlander said.

"There are no traditional separations between the students headed to one place and those headed to another," he said. "They all study the same things. And those connections are what's so powerful."

*Coverage of "deeper learning" that will prepare students with the skills and knowledge needed to succeed in a rapidly changing world is supported in part by a grant from the William and Flora Hewlett Foundation, at [www.hewlett.org](http://www.hewlett.org).*

Vol. 30, Issue 20

#### **RELATED STORIES**

- ["Advocates Push New Definition of Career Readiness,"](#) April 15, 2010.
- ["A New Vision of Career Technical Education,"](#) (Curriculum Matters Blog) March 19, 2010.
- ["High School, College Standards Out of Sync, Survey Finds,"](#) April 10, 2007.
- ["Ambiguity About Preparation for Workforce Clouds Efforts to Equip Students for Future,"](#) May 24, 2006.
- ["Skills for Work, College Readiness Are Found Comparable,"](#) May 10, 2006.

## **BOARD OF TRUSTEES' AUDIT COMMITTEE**

### **PURPOSE**

The Board of Trustees' Audit Committee is established under the authority of the Board of Trustees and reports directly to the Board. The primary purpose of the Audit Committee is to assist the Board of Trustees in fulfilling its oversight responsibilities for financial reporting, internal controls and compliance with legal and regulatory requirements applicable to Coast Community College District Operations.

### **GOALS AND OBJECTIVES**

While assisting the Board of Trustees with fiduciary duties, the Audit Committee also provides an open avenue of communication between the Board of Trustees and District Management, the Internal Audit Department, and the District's External Auditors. The Audit Committee has the following goals and objectives:

- Increased objectivity and credibility of financial reports.
- Increased Management accountability.
- Support for measures to improve management performance and internal controls.
- Increased employee awareness of unethical, questionable, or illegal activities.
- Enhanced independence and effectiveness of the Internal Audit Department.
- Assurance that appropriate Management action plans are implemented for audit findings and recommendations.

### **COMPOSITION OF THE AUDIT COMMITTEE**

The Audit Committee was established by a vote of the Coast Community College District Board of Trustees. The Audit 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 Audit Committee will serve starting December 2007 with the term ending in December 2010. The term for the second Member of the Audit Committee shall begin in December 2007 and end in December 2009. Thereafter, each Member of the Audit Committee shall serve a two-year term of service on an alternating basis. All Members of the Audit Committee shall possess or obtain a basic understanding of governmental financial reporting and auditing and shall have a requisite interest in the financial reporting issues of the District.

The Audit Committee shall have access to at least one financial expert, an outside party, with no voting rights, who will provide advisory and consulting duties. The financial expert shall be an individual with sufficient financial experience and interest to provide guidance and assistance to the Audit Committee.

### **RESPONSIBILITIES**

The Audit Committee is established with significant responsibilities while providing oversight for the Board of Trustees. This to include financial reporting, internal controls, external audit, compliance and other matters as deemed necessary. A key function of the Audit Committee is to coordinate the efforts of the Internal Audit Department so that their work is consistent with the goals and objectives of the Committee. The Audit Committee has the following responsibilities:

- ~~Recommends to the Board the approval of any auditing and or consulting services.~~
- ~~Initiates and monitors the procurement process for the selection of the external auditor. Makes the final recommendation of a selected bidder from the external auditor procurement process to the Board of Trustees.~~
- ~~Provides contract oversight of the external auditing function. Reviews the effectiveness of the external auditor's work, and provides the Board of Trustees with the final recommendation to continue with or discharge the current external auditing firm.~~
- ~~Ensures that corrective action is taken that is identified by the internal and external auditors.~~
- ~~Reviews and refers the external auditor's report to the Board of Trustees.~~

### **ETHICAL CONDUCT**

~~Members of the Audit 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 Audit Committee shall meet no less than on a quarterly basis.~~

### **REPORTING**

~~The Audit Committee will report to the Board of Trustees as appropriate.~~



## **BOARD OF TRUSTEES' BUDGET COMMITTEE**

### **PURPOSE**

~~The Board of Trustees' Budget 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 its fiduciary responsibilities as they relate to the District's financial management.~~

### **GOALS AND OBJECTIVES**

~~While advising the Board of Trustees concerning fiscal matters, the Committee also provides an open avenue of communication consistent with the Brown Act between the Board of Trustees and the District's Executive Management concerning all budgetary matters. The Committee has the following goals and objectives:~~

- ~~• Increased awareness and transparency concerning District budgetary matters;~~
- ~~• Establishment of a system of regular reporting by the colleges and District office to the Committee and the full Board of Trustees on budgetary matters;~~
- ~~• Increased collaboration and dialogue between the Board and the District Budget Advisory Committee concerning budgetary matters;~~
- ~~• Coordination with the Board of Trustees' Audit Committee to ensure compliance with all federal, state and local financial requirements.~~

### **COMPOSITION OF THE BUDGET 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 December 2009 with the term ending in December 2011. The term for the second Member of the Committee shall begin in December 2009 and end in December 2012. Thereafter, each Member of the Committee shall serve a two year term of service on an alternating basis. Members of the Budget Committee shall possess or obtain a basic understanding of fiscal matters and public finance, and shall have a requisite interest in the budget issues facing the District and its three colleges.~~

~~The Vice Chancellor of Administrative Services, or designee, will consult with and advise the Committee on an ex-officio basis.~~

### **RESPONSIBILITIES**

~~The Committee is responsible for the oversight of the District wide budget development process through a review of Board priorities, budget assumptions, allocation model, and the annual budget development calendar. The Committee has the following responsibilities:~~

- ~~• Works with the Chancellor and/or Vice Chancellor of Administrative Services to review, discuss and analyze budget matters;~~

- ~~In consultation with the Chancellor and/or Vice Chancellor of Administrative Services, reviews and interprets budgetary updates and related communications from the State Chancellor's Office and Community College League of California in an effort to understand their impact on the District office and three colleges;~~
- ~~Receives updates on the status of budgetary matters at the District Office and three colleges and reports to the Board of Trustees as appropriate;~~
- ~~Reviews recommendations, in advance of being provided to the Board of Trustees, from the District Budget Advisory Committee concerning staff proposals pertaining to the budgets of the District office and three colleges;~~
- ~~Coordinates with the Board of Trustees' Audit Committee to ensure compliance with all Federal, State and local financial requirements;~~
- ~~Reviews, in advance of being provided to the Board of Trustees, all budget-related reports and documents that are provided to the Board of Trustees, including, but not limited to, the Tentative Annual Budget of the Coast Community College District, District Quarterly Financial Status Reports, the Final Annual Budget of the Coast Community College District, and State allocations for District Full Time Equivalent Students (FTES);~~
- ~~Analyzes and track's the District's progress in allocating budgetary resources with any Board approved Master Plans;~~
- ~~Develops, in coordination with the Board of Trustees' lobbyist, advocacy efforts for the Board of Trustees, District and its three colleges concerning budgetary matters; and~~
- ~~Reviews the budgets of the District's General Obligation Bond Funds, District Foundations, and the Coast Community College District Enterprise.~~

### **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.~~

## **NEW POLICY**

### **INTRODUCTION** (Board of Trustees)

**BP 2228**  
(010-2-28)  
Adopted XX/XX/XXXX

## **BOARD OF TRUSTEES' AUDIT AND BUDGET COMMITTEE**

### **PURPOSE**

The Board of Trustees' Audit and Budget Committee (The Committee) is established under the authority of the Board of Trustees and reports directly to the Board. The primary purpose of the Audit and Budget Committee is to act in an advisory role to the Board of Trustees in carrying out its fiduciary responsibilities as they relate to the District's financial management and oversight of financial reporting, internal controls and compliance with legal and regulatory requirements applicable to Coast Community College District Operations.

### **GOALS AND OBJECTIVES**

While assisting the Board of Trustees with fiduciary duties, the Audit and Budget Committee also provides an open avenue of communication between the Board of Trustees, the Internal Audit Department, the District's External Auditors and the District's Executive Management concerning all budgetary matters. The Audit and Budget Committee has the following goals and objectives:

- Increased awareness and transparency concerning District budgetary matters;
- Establishment of a system of regular reporting by the colleges and District office to the Committee and the full Board of Trustees on budgetary matters;
- Increased collaboration and dialogue between the Board and the District Budget Advisory Committee concerning budgetary matters;
- Ensure compliance with all federal, state and local financial requirements;
- Increased objectivity and credibility of financial reports;
- Improved Management and Board financial accountability;
- Support for measures to improve financial performance and internal controls;
- Increased employee awareness of unethical, questionable, or illegal activities;
- Enhanced independence and effectiveness of the Internal Audit Department; and
- Assurance that appropriate Management action plans are implemented for audit findings and recommendations.

### **COMPOSITION OF THE AUDIT AND BUDGET COMMITTEE**

The Audit and Budget 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 a three year term and the second shall serve a two year term. Thereafter, each Member of the Audit and Budget Committee shall serve a two year term of service on an alternating basis.

All Members of the Audit and Budget Committee shall possess or obtain a basic understanding of governmental financial reporting and auditing, a basic understanding of fiscal matters and public finance and shall have a requisite interest in the budget and financial reporting issues of the District and its three colleges.

The Audit and Budget Committee may have access to at least one financial expert, as needed, an outside party, with no voting rights, who will provide advisory and consulting duties. The financial expert shall be an individual with sufficient financial experience and interest to provide guidance and assistance to the Audit and Budget Committee.

The Vice Chancellor of Finance and Administrative Services, or designee, will consult with and advise the Committee on an ex-officio basis.

### **RESPONSIBILITIES**

The Audit and Budget Committee is established with significant responsibilities while providing oversight of the District-wide budget development process through a review of Board priorities, budget assumptions, allocation model and the annual budget development calendar. This is to include financial reporting, internal controls, external audit, compliance and other matters as deemed necessary. The Audit and Budget Committee has the following responsibilities:

- Works with the Chancellor and/or Vice Chancellor of Finance and Administrative Services to review, discuss and analyze budget matters;
- In consultation with the Chancellor and/or Vice Chancellor of Finance and Administrative Services, reviews and interprets budgetary updates and related communications from the State Chancellor's Office and Community College League of California in an effort to understand their impact on the District office and three colleges;
- Receives updates on the status of budgetary matters at the District Office and three colleges and reports to the Board of Trustees as appropriate;
- Reviews recommendations, in advance of being provided to the Board of Trustees, from the District Budget Advisory Committee concerning staff proposals pertaining to the budgets of the District office and three colleges;
- Reviews, in advance of being provided to the Board of Trustees, all budget-related reports and documents that are provided to the Board of Trustees, including, but not limited to, the Tentative Annual Budget of the Coast Community College District, District Quarterly Financial Status Reports, the Final Annual Budget of the Coast Community College District, and State allocations for District Full Time Equivalent Students (FTES);
- Analyzes and track's the District's progress in allocating budgetary resources with any Board-approved Master Plans;
- Develops, in coordination with the Board of Trustees' lobbyist, advocacy efforts for the Board of Trustees, District and its three colleges concerning budgetary matters;
- Reviews the budgets of the District's General Obligation Bond Funds, District Foundations, and the Coast Community College District Enterprise;
- Coordinate the efforts of the Internal Audit Department so that their work is consistent with the goals and objectives of the Committee;
- Recommends to the Board the approval of any auditing and or consulting services;
- Initiates and monitors the procurement process for the selection of the external auditor. Makes the final recommendation of a selected bidder from the external auditor procurement process to the Board of Trustees;
- Provides contract oversight of the external auditing function. Reviews the effectiveness of the external auditor's work, and provides the Board of Trustees with the final recommendation to continue with or discharge the current external auditing firm;
- Ensures that corrective action is taken that is identified by the internal and external auditors; and
- Reviews and refers the external auditor's report to the Board of Trustees.

### **ETHICAL CONDUCT**

Members of the Audit and Budget 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 Audit and Budget Committee shall meet as needed

### **REPORTING**

The Audit and Budget Committee will report to the Board of Trustees as appropriate.



## COPYRIGHT LICENSE AGREEMENT

THIS COPYRIGHT LICENSE AGREEMENT ("Agreement") is hereby entered into as of February 1, 2011 by and between Core Performance Concepts Inc. ("Licensor"), a corporation, with offices at 25108 Marguerite Pkwy, Ste A-80, Mission Viejo, CA 92692 and Coast Community College District with offices at 1370 Adams Avenue, Costa Mesa, CA 92626 (Orange Coast College, "Licensee"), "collectively the parties.

### RECITALS

WHEREAS, the Licensor is the copyright holder and owner of all proprietary interest in *Effective Project Management* training course, which includes a) Participant Materials, which includes (1) a participant guide and (2) applicable handouts, (the "Participant Material"), and b) Instructor Materials, which includes (1) the *Effective Project Management* presentation materials, (2) instructor notes, and (3) applicable handouts, (the "Instructor Material"), (and collectively, the "Material"); and

WHEREAS, the Licensor owns all rights in and to the Material and retains all rights to the Material that are not transferred herein, and retains all common law copyrights and all federal copyrights that have been, or that may be granted by the Library of Congress;

WHEREAS, the Licensor has the exclusive right to license others to produce, copy, make, or sell the Material;

WHEREAS, the Licensee wants to obtain, and the Licensor has agreed to grant, a license authorizing the use of the Material by the Licensee subject to the terms and conditions of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement;

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### 1. Grant of License.

- a. Participant Material. Licensor hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive, non-transferable license to exercise the rights in the Participant Material, in any and all media (including but not limited to electronic, print, video, audio, and any other technology now known or that may be developed in the future), as follows:
  - 1) To conduct a face-to-face project management training program; and
  - 2) To distribute copies of Participant Material to participants in the project management training program.
- b. Instructor Material. Licensor hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive, non-transferable license to exercise the rights in the Instructor Material, in any and all media (including but not limited to electronic, print, video, audio, and any other technology now known or that may be developed in the future), as follows:
  - 1) To conduct a face-to-face project management training program; and
  - 2) To use Instructor Material in presentation of the project management training program; and
  - 3) To distribute copies of Instructor Material ONLY to project management training program instructors approved by Licensee.

#### 2. Ownership and Use of Material.

Licensor shall remain the sole owner of the copyrights in the Material. Licensee shall enjoy only the rights set forth above, and nothing in this Agreement shall entitle Licensee to make any claim to ownership of the copyrights in the Material. The Licensee hereby acknowledges and agrees that the rights granted to the Licensee by and obtained by the Licensee as a result of or in connection with this agreement are license rights only and that nothing contained in this Agreement constitutes or shall be construed to be an assignment or exclusive license of any or all of the Licensor's rights in the Material. Licensee may not make any other use of the Material other than those authorized above without prior written approval from Licensor.

#### 3. Restrictions.

The license granted in Section 1 above is expressly made subject to and limited by the following restrictions:

- a. Limited Use. This permissions granted to the Licensee under this Agreement apply only to the uses and purposes stated herein and the Licensee may distribute, publicly display, publicly perform, or use in any advertising the Material only under the terms of this Agreement. The Licensee may not sublicense the Material. Any use that is inconsistent with the limited license provided hereunder shall be a violation of the Licensor's copyright and subject to copyright law.
  - b. No Modification. The Licensee shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, sublicense, transfer, assign, rent, sell, or otherwise convey the Material obtained from the Licensor in any way not specifically granted in Section 1 above without the prior written consent of the Licensor.
4. **Updated Versions.**

Material will be updated from time to time at the Licensor's discretion, but such Updated Versions will be completed at least once each four years or as necessary when edition changes for the *PMBOK® Guide*, or other source material are released. Licensee agrees to install and begin using all Updated Versions as of the date designated by Licensor. The Licensor shall only provide maintenance for the most recent Updated Version of the Material. The Licensor's designation of an item as a new version or an enhancement rather than an Updated Version shall be conclusive unless clearly erroneous.
5. **Delivery.**

The Licensor shall provide the Material to the Licensee in the following manner:

  - a. Media. Copies of the Material shall be provided to the Licensee in book form, other physical media (e.g., digital video, disk, CD Rom, digital tape), other electronic media (e.g., electronic file transfer or otherwise), and/or phone or other electronic means (e.g., email, instant message, private network, social networking sites). Unless otherwise stated, the Licensee shall be responsible for any installation of Material on computer systems provided by Licensee.
  - b. Acceptance. Material shall be deemed accepted by Licensee unless Licensee notifies Licensor in writing of a material defect in the Material within thirty (30) business days after delivery and commencement of the License.
6. **Term.**

The term of this Agreement shall begin on the date written above and shall continue in full force and effect for one year, unless terminated earlier in accordance with Section 12 ("Termination").
7. **Fee and Payment.**
  - a. Fee for License. The Licensee shall pay the Licensor \$250.00 for the license for an unlimited right to use the Materials during the term of this agreement as described in Section 6. ("Term").
  - b. Fee for Materials and Minimum Order.
    - 1) The Licensee shall pay the Licensor \$90.00 plus shipping and handling for each copy of Participant Materials ordered in consideration for the rights of the Licensee in and to the Material granted under this Agreement.
    - 2) The Licensee shall order a minimum of five (5) copies of Participant Material during the term of this agreement as described in Section 6. ("Term").
  - c. Payment. Fee must be paid to the Licensor prior to shipment or delivery of Material unless otherwise agreed to by the Parties. Invoiced amounts shall be paid within fifteen (15) calendar days from date of invoice. Licensee may not withhold any amounts due hereunder.
  - d. Certain Taxes. Prices quoted do not include and Licensee shall pay, indemnify and hold Licensor harmless from all sales/use, gross receipts, value-added, GST, personal property or other tax (including interest and penalties imposed thereon) on the transaction contemplated herein.
8. **Maintenance of Records and Audit Rights.**

The Licensee will keep accurate books of account and records covering all transactions relating to or arising out of this Agreement. The Licensee will permit the Licensor and its nominees, employees, accountants, agents, and representatives to a) have reasonable access to and inspect such books and records during normal business hours on reasonable notice, and b) to conduct an examination of all such books and records. The Licensee will



maintain in good order and condition all such books and records for a period of two (2) years after the termination of this Agreement pursuant to Section 13 or, in the event of a dispute between the Parties, until such dispute is resolved, whichever date is latest. Receipt or acceptance by the Licensor of any sums paid by the Licensee hereunder will not preclude the Licensor from exercising its rights hereunder.

**9. Representations & Warranties.**

- a. The Parties each represent and warrant as follows:
  - 1) Each Party has full power, authority, and right to perform its obligations under the Agreement; and
  - 2) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); and
  - 3) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- b. The Licensor hereby represents and warrants as follows:
  - 1) It is the sole and exclusive owner of the copyright in the Material, and owns all right, title, and interest in and to the Material; and
  - 2) It has the legal authority to grant Licensee the License for use of the Material as specified in this Agreement, and that no other person or entity is required to give its consent for the License to be valid; and
  - 3) The Material is original, is not in the public domain, is not plagiarized, and does not contain anything that is libelous or obscene; and
  - 4) It is not aware of any violation, infringement, or misappropriation of any third party's rights or any claims of rights (including existing intellectual property rights, rights of privacy, or any other rights) by the Material; and
  - 5) It is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Agreement;

**10. Indemnification.**

Each party shall indemnify and hold the other harmless from liability for bodily injury, death and tangible property damage resulting from the negligent or willfully injurious acts or omissions of its officers, agents, employees or representatives acting within the scope of their work. Licensor agrees to indemnify and hold harmless Licensee for any claims, suits, damages, actions, or other costs arising out of any breach of Licensor's warranties set forth in Section 9 ("Representations & Warranties") above.

**11. Limitation of Remedies & Liabilities.**

The parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk:

- a. Remedies. Licensee's sole and exclusive remedies for Licensor's default hereunder shall be a) to obtain the repair, replacement or correction of the defective Material to the extent warranted under Section 9 ("Representations & Warranties") or, if Licensor reasonably determines that such remedy is not economically or technically feasible, b) to obtain an equitable partial or full refund of amounts paid with respect to the defective Material.
- b. Liabilities. Licensor shall not be liable for any amount exceeding the total portion of the contract price actually paid by licensee. In no event shall licensor be liable, whether in contract, tort (including negligence) or otherwise, for any indirect, incidental or consequential damages (including lost savings, lost profit or business interruption even if Licensor is notified in advance of such possibility) arising out of or pertaining to the subject matter of this agreement.

**12. Termination.**

- a. Licensor shall have the right to terminate this Agreement if Licensee materially breaches a material provision, term, or condition under this Agreement.
- b. In order to terminate this Agreement pursuant to Subsection (a) above, Licensor must provide written notice to Licensee or to Licensee's successor in interest within thirty (30) days of the date of termination stating Licensor's intent to terminate and the intended date of termination.
- c. Either party may, in addition to other relief, terminate this Agreement or any license granted hereunder if

the other party breaches any material provision hereof and fails within ten (10) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion.

- d. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.
- e. In the event that this Agreement is terminated pursuant to this Section 12, Licensee shall cease using the Material in the course of Licensee's business as soon as is commercially feasible.
- f. At the end of the Term, or upon any termination of this Agreement pursuant to this Section 12 ("Termination"), all rights, interest, and ownership of the copyright in the Material shall revert to Licensor, and shall be the sole property of Licensor.
- g. Termination of this Agreement or any licenses granted hereunder shall have no effect on the parties' rights or obligations under Section 9 ("Representations & Warranties"), or Section 11 ("Limitation of Remedies & Liabilities").

### 13. Disputes and Choice of Law.

The Parties agree that all disputes between them shall first be subject to the procedures in Section 12 ("Termination") and then shall be submitted for informal resolution to their respective chief executive officers. Any remaining dispute shall be submitted to a single arbitrator who shall be a former judge or attorney having experience in similar disputes. The proceedings shall be conducted pursuant to the Streamlined Arbitration Rules and Procedures and the U.S. Arbitration Act, 9th U.S.C. Sec. 1 et seq. ("Arbitration Act"). The award of the arbitrator shall include a written explanation of the decision, shall be limited to remedies otherwise available in court and shall be binding upon the parties and enforceable in any court of competent jurisdiction. This agreement shall be governed by and construed in accordance with the substantive laws of the United States and State of California, with venue for all disputes and matters being in Orange County, California.

### 14. Successors and Assigns.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

### 15. No Agency Relationship.

This Agreement creates a licensor-licensee relationship between the Parties. Nothing in this Agreement shall be construed to establish a joint venture, agency, or partnership relationship between the Parties.

### 16. Notices.

Notices sent to either Party shall be effective when delivered in person, or one (1) day after being transmitted by email or other electronic medium, or one (1) day after being transmitted by fax machine, or one (1) day after being sent by overnight courier, or three (3) days after being sent by first class mail postage prepaid as follows:

#### If to Licensor:

Janice Y. Preston, Chief Operating Officer  
Core Performance Concepts Inc.  
25108 Marguerite Pkwy, Ste A-80  
Mission Viejo, CA 92692  
Email: jypreston@cpconcepts.net

#### If to Licensee:

Corine Doughty, Director, Career and Community Education  
Orange Coast College  
2701 Fairview Rd.  
Costa Mesa, CA 92626  
Email: cdoughty@occccd.edu

For purposes of this Agreement, a facsimile of this Agreement and notices generated in good form by use of a

facsimile, or other electronic medium shall have the same force and effect as an original and shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

**17. Counterparts/Electronic Signatures.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**18. Severability.**

Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**19. Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**20. Entire Agreement.**

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

Core Performance Concepts, Inc.  
By:

Coast Community College District  
By:

\_\_\_\_\_  
Janice Y. Preston  
Chief Operating Officer

\_\_\_\_\_  
Signature

Jerry Patterson  
President, Board of Trustees,

February 1, 2011

\_\_\_\_\_  
Date



**CONTRACT FOR SERVICES**

**Client:** Coast Community College District (Orange Coast College)  
2701 Fairview Road  
PO Box 5005  
Costa Mesa, CA 92628-5005

**Contact:** Mr. Jeffery Hobbs, ABC, APR  
Director, Communications & Marketing  
714.432.5725

The pricing for the internal and external communications audits are presented below.

Project Components	Budget
<b>Internal Communications Audit</b> Campus interviews; assessment of internal communication materials and channels; recommendations for changes in internal communication materials and channels Billed on a daily rate of \$1,000 per day; Estimate is five days of work	\$5,000.00
<b>External Communications Audit</b> Assessment of external communication materials and channels, specifically examining: <ul style="list-style-type: none"> <li>• Goals, objectives, &amp; strategies of current communication plan</li> <li>• Strengths &amp; weaknesses of current communication strategies</li> <li>• Clarity, credibility, consistency, &amp; effectiveness of messages</li> <li>• Stakeholder/constituent opinions, perceptions, &amp; understanding</li> <li>• Communications' support of overarching strategic plan</li> <li>• Coordination of graphic identity</li> <li>• Improvement of future communications</li> <li>• Missed and/or untapped opportunities</li> </ul> The key components to be assessed in the external communication audit includes: <ul style="list-style-type: none"> <li>• Graphic identity designs (e.g., logo, letterhead, business card)</li> <li>• Web site, electronic communications, &amp; Internet outreach</li> <li>• Commercial and/ or social marketing materials</li> <li>• Media and/ or Public Relations coverage</li> <li>• Publications and collateral materials for recruitment</li> </ul> Recommendations will be made for changes/ improvements in external communications Billed on a daily rate of \$1,000 per day; Estimate is five days of work	\$5,000.00
<b>TOTAL</b>	<b>\$10,000.00</b>

**Terms And Conditions:**

1. **Length.** This offer is binding with Orange Coast College until July 31, 2011.

2. **Travel.** Travel costs are not included in this total and will be billed as a direct expense. Travel expenses include all expenses necessary to travel to the College from the home office. Examples of travel expenses include airfare, ticket change fees (if College changes visit date), ground transportation (rental car, taxi, shuttles), lodging (hotel), mileage (45 cents per mile) to and from airports (if needed), parking fees, tolls, and any other expenses. Meals are charged as a flat rate per day (\$40 per day). At least one trip is anticipated for the Project Team Leader. Typically, we budget \$1,000 to \$1,200 per person per trip for travel expenses. However, we also are able to purchase tickets during sale periods by planning the dates for the trips in advance. We do not quote an absolute dollar amount for travel because each community college has different needs as to how many times we need to be on campus to conduct a project. It is anticipated that the travel expenses for the project will not exceed \$1,200.00. We also make use of several telephone conference calls during the project to discuss progress and to gain input, as well as present results via a Webinar. If needed, we can bid an absolute amount for the travel.

If more than the one trip noted above is requested by the Client, the Client will be billed the daily rate for the Project Consultant (\$1,000 per day) as well as the actual travel cost incurred.

3. **Payment.** The project costs will be billed in two payments. The first one-half will be billed upon receipt of the communication materials by CLARUS Corporation. The final half will be billed upon report completion. Travel costs will be billed as incurred.
4. **Reports.** We provide one bound color copy of all of the reports, as well as electronic transmission of reports. We will not release reports or data until after the final presentation has taken place. Additional color copies of the report will be billed at 50¢ per page.

**CLARUS Corporation:**

Signed: \_\_\_\_\_  
Kathi J. Swanson, President

Tax ID #: 47-0720336  
CLARUS Corporation

Date: \_\_\_\_\_

**Accepted By Coast Community College District:**

Signed: \_\_\_\_\_  
President, Board of Trustees

Date: \_\_\_\_\_

**Coast Community College District**  
**BOARD POLICY**  
Chapter 4  
Business Operations

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**BP 6701 Use of Facilities**

Education Code 82537,82542

The use of college facilities including fee schedules for District and Non-District users shall be governed by rules and regulations established by the Board of Trustees in accordance with the Education Code.

Adopted September 3, 1986  
Replaces CCCD Policy 040-2-1, Spring 2011

**Coast Community College District**  
**BOARD POLICY**  
Chapter 4  
Business Operations

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**BP 6702    Usage Fees for Facilities and/or Equipment**  
**Coastline – Golden West – Orange Coast**

Education codes 81550-81553

All facility requests are processed through the individual campuses. User fees listed below are in addition to staffing fees (\$40.00 per staff per hour). Rates listed are all per hour. All equipment and personnel requests are coordinated through the following offices: Coastline Administrative Services; Golden West Administrative Services and Community Services; Orange Coast Maintenance & Operations and Bursar's Office.

<b>CLASSROOMS</b>	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Up to 50	\$25.00	\$35.00
Up to 100	\$35.00	\$45.00
Up to 150	\$40.00	\$45.00
Up to 210	\$50.00	\$65.00
Up to 400	\$130.00	\$175.00
Lab Classroom	\$40.00	\$50.00
Computer Center/Lab	\$80.00	\$105.00

**PARKING LOTS (4 hour minimum)**

Per Space	<del>\$2.00</del> \$5.00	<del>\$4.00</del> \$7.00
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**GYMNASIUM & RELATED**

Additional deposit required for damages or unusual clean-up. Amount to be determined by campus personnel. Full or partial refund will be returned following inspection of facility after event has occurred.

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Small Gym Floor	\$100.00	\$155.00
Large/Main Gym Floor	\$150.00	\$235.00
Dance Room	\$50.00	\$90.00
Strength/Fitness Studio	\$75.00	\$140.00
Foyer Area	\$35.00	\$45.00
Weight Room	\$75.00	\$140.00
Locker Room (per room)	\$45.00	\$80.00
Aerobics Room	\$45.00	\$80.00
Cardio Lab	\$45.00	\$80.00
Biddle Field	\$45.00	\$80.00



**ATHLETIC FIELDS**

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Track	\$75.00	\$140.00
Soccer	\$75.00	\$140.00
Practice Soccer	\$45.00	\$80.00
Softball Fields	\$115.00	\$165.00
Utility Fields	\$45.00	\$80.00
Baseball Field (90 min + \$40.00)	\$115.00	\$165.00
Par Course	\$115.00	\$165.00
Practice Football	\$45.00	\$80.00

**TENNIS/OUTDOOR COURTS**

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Tennis (Per court)	\$15.00	\$20.00
Volleyball/Basketball	\$35.00	\$45.00
Handball (GWC only, per court)	\$15.00	\$20.00

**POOL**

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Renter provided		
Certified Lifeguard required	\$80.00	\$115.00

**OTHER FEES – ATHLETICS**

Other fees not included in basic usage fee: One rate for Non-Profit and Commercial

- |                  |            |
|------------------|------------|
| 1. Microphone    | \$10.00/hr |
| 2. P.A./Stereo   | \$40.00/hr |
| 3. Scoreboard    | \$40.00/hr |
| 4. Event Markers | \$40.00/hr |

**LEBARD STADIUM (4 hour minimum)**

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
(No services)		
School games	\$400.00	
CIF Playoffs	\$600.00	
Non-profit Use	\$750.00	
Football Practice	\$275.00	
Commercial Use		\$1,500.00

Locker Rooms, Utility Fields, Strength lab, Handball 101 (classroom) and Training Room additional fees.

- Staffing at \$40 per person per hour.
- Lighting \$250

**LEBARD STADIUM PARTIAL DAY USE RATES**

(One rate for both Non-Profit and Commercial)

**Stadium and Field House**

1. Use of Stadium and Field House where wear and tear would occur to the facility: (i.e. football, soccer or rugby practice, etc.)
  - a. First hour \$400
  - b. Each additional hour \$180 (not to exceed 3 hours)
  - c. Labor costs not included Staffing at \$40 per person per hour.

2. Use of Stadium and Field House where no wear and tear would occur to the facility: (i.e. team pictures, commercial shoots, etc.)

- a. First hour: \$180
- b. Each additional hour \$60 (not to exceed 3 hours)
- c. Labor costs not included Staffing at \$40 per person per hour.

<b>OCC HORTICULTURE GARDENS</b>	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Garden	\$90.00	\$120.00
<b>OCC QUAD</b>	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Quad	\$90.00	\$120.00
<b>OCC STUDENT CENTER</b>	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Conference Rooms	\$15.00	\$20.00
Lounge	\$90.00	\$120.00
Main cafeteria Floor Area	\$135.00	\$190.00
Captain's Table	\$90.00	\$12.00
<b>GWC COMMUNITY CENTER</b>	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Cafeteria (4 hours min)		
Meetings and Seminars	\$115.00	\$165.00
Dances	\$150.00	\$235.00
College Center Patio	\$35.00	\$45.00
<b>GWC COMMUNITY CENTER</b>	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Room 102 (Dining Room)	\$35.00	\$75.00
With Kitchen Fee	\$15.00	\$20.00
<b>OCC DRAMA LAB</b>	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Lab	\$165.00	\$235.00
<b>OCC ART GALLERY</b>	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Main Gallery	\$100.00	\$165.00
Children's Gallery	\$50.00	\$75.00
<b>OCC ART CENTER</b>	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Foyer	\$115.001	\$165.00
<b>OCC FACULTY HOUSE</b>	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Lounge	\$35.00	\$75.00
<b>GWC QUAD</b>	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Quad	\$90.00	\$120.00
<b>GWC AMPHITHEATER</b>	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Theater	\$145.00	\$250.00

**GWC THEATER (4 hour minimum)**

Arrangements must be made a minimum of six (6) weeks in advance of the event to execute a contract determining the technical assistance and equipment needed.

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Performance	\$200.00	\$300.00
Rehearsal	\$100.00	\$150.00

**Basic usage fees include:**

1. Main floor (340 seats)
2. Front and side stages
3. (1) Technical Coordinator (required)
4. (1) House Manager (required-performance only)
5. (30) lights-flat lighting plot
6. (2) dressing rooms-men's/ladies
7. (1) cashier's booth
8. (1) microphone on stand or podium
9. (1) tape deck and use of Theater sound system

**Other fees not included in basic usage fee:**

1. Technical Coordinator (required) \$45.00/hr
2. Fly crew person \$35.00
3. Lighting instruments \$10.00/instrument
4. Wireless microphone system \$450.00/day
5. Sound technician \$40.00/hr
6. Lighting technician \$40.00/hr
7. Stage technician \$35.00/hr
8. Spot light technician \$30.00/hr
9. Cashier \$25.00/hr
10. Spot Light \$100.00/4hrs
11. Stage Manager (required to be provide by renter)
12. Usher (4 required to be provided by renter)

**GWC STAGE WEST**

Arrangements must be made a minimum of six (6) weeks in advance of the event to execute a contract determining the technical assistance and equipment needed.

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Performance	\$100.00	\$145.00
Rehearsal	\$75.00	\$80.00

**Basic usage fees include:**

1. Full use of facility
2. 4-hour use of house
3. (1) technician

**Other fees not included in basic usage fee:**

1. Additional Staff
2. Custodial(hourly basic)

### **GWC RECORDING STUDIO**

In no case will the Recording Studio be used without employing GWC Studio Engineers. The Recording Studio will be available only to in-district and non-profit groups.

Usage fee for in-district use and other schools in the community, including Studio Engineer's fee:

Studios A and B \$80.00/hr

Usage fees for non-profit groups only (not available for commercial use):

Studio A \$100.00/hr

Studio Engineer \$50.00/hr

Studio B \$75.00/hr

Studio Engineer \$50.00/hr

### **ROBERT B. MOORE THEATRE/OCC**

Arrangements must be made a minimum of six (6) weeks in advance of the event to execute a contract determining the technical assistance and equipment needed.

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
<b>BASIC LECTURE</b>	\$150.00	\$225.00
1. Mid stage, apron		
2. House (916 seats)		
3. One technician		
4. Six (6) lighting instruments		
5. One (1) dressing room (if available)		
6. Ticket booth		
7. Two (2) microphones, stands, cables, tape or CD playback		
8. House sound system (Board, EQ, speakers, amps)		

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
<b>BASIC MUSIC-SMALL BAND</b>	\$250.00	\$350.00
1. Mid stage		
2. House (916) seats)		
3. Two (2) technicians		
4. Sixty-two (62) lighting instruments		
5. Two (2) dressing rooms (if available)		
6. Ticket booth		
7. Sixteen (16) microphones, stands and cable, tape or CD playback		
8. House sound system (Board, EQ, speakers, amps, etc.)		

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
<b>BASIC MUSIC ORCHESTRA</b>	\$300.00	\$450.00
1. Full stage		
2. House (916 seats)		
3. Two (2) technicians		
4. Sixty (60) lighting instruments		
5. Orchestra shell		
6. Chairs, stands, platforms		
7. Two (2) dressing rooms (if available)		
8. Ticket booth		

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
<b>BASIC DANCE CONCERT/VARIETY SHOW</b>	<b>\$300.00</b>	<b>\$450.00</b>

1. Full Stage
2. House (916 seats)
3. One hundred twenty-eight (128) lighting instruments
4. Two (2) technicians
5. Two (2) dressing rooms (if available)
6. Ticket booth
7. Six (6) microphones, stand and cables, tape or CD playback
8. House sound system (Board, EQ, speakers, amps, etc.)

**FEES NOT INCLUDED IN BASIC USAGE FEES**

- |                                |                        |
|--------------------------------|------------------------|
| 1. Staff Technician (overtime) | \$45.00/hr             |
| 2. One hour manager (overtime) | \$35.00/hr             |
| 3. Lighting instruments        | \$10.00 per instrument |
| 4. Wireless microphone system  | \$60.00 per channel    |
| 5. Spotlight                   | \$100.00/4 hrs         |

**EQUIPMENT RENTAL CHARGES-PER DAY  
CCC-GWC-CCC**

Overhead	\$10.00
Caramate	\$15.00
Lecternette	\$15.00
Microphone/Cable	\$10.00
Data Projector	\$75.00
25" Color TV/VHS Cart	\$40.00
Stereo Cassette Player	\$10.00
PA System/Portable Speak Mic	\$50.00
LCD Projector	\$100.00
Pianos (Requires tuning each way (one for stage and one for rental paid by user)	
Upright	\$150.00 or current cost of tuning
Grand	\$200.00 or current cost of tuning

Extra Charges-Prevailing hourly rates (minimum \$40 per person per hour) including fringe benefits will be assigned.

1. Projectionist
2. AV technician
3. Lifeguards
4. Locker room attendant
5. Special security
6. Scoreboard operations
7. Extra Custodial
8. Security
9. Stage hands-special set-ups
10. Food service workers
11. Any other school employees required to work

<b>BOATHOUSE RENTAL FEES/OCC</b>	<u><b>NON-PROFIT</b></u>	<u><b>COMMERCIAL</b></u>
Entire Facility -full day	\$2,000.00	\$5,000.00
Entire Facility-half day	\$1,500.00	\$2,000.00

Ground level areas including 100 linear feet of dock space (excluding lower bays)

Ground Level-full day	\$600.00	\$1,000.00
Ground level-half day	\$400.00	\$750.00

Upstairs bay view classroom maximum (50) persons day/eves

Upstairs-full day	\$250.00	\$500.00
Upstairs-half day	\$155.00	\$350.00

Upstairs bay view classroom maximum (125) persons day/eves

Upstairs-full day	\$450.00	\$650.00
Upstairs-half day	\$300.00	\$450.00

	<u><b>NON-PROFIT</b></u>	<u><b>COMMERCIAL</b></u>
Conference Room-Water View (12) people		
Conference room-full day	\$200.00	\$400.00
Conference room-half day	\$125.00	\$250.00
Kitchen usage-half day	\$50.00	
Kitchen usage-full day	\$75.00	

**NOTE:** Half day is four hours or less; anytime between 7:00 a.m. and 5:00 p.m.

Full day is more than four hours; anytime between 7:00 a.m. and 5:00 p.m.

Evening is anytime between 6:00 p.m. and 11:00 p.m.

Weekend and weekday rates are the same

### **RESTRICTED USE OF DISTRICT SERVICES, FACILITIES, OR EQUIPMENT BY DISTRICT EMPLOYEES**

No employee of the Coast Community College District shall use any shop or laboratory facility or equipment of the District (excluding recreational facilities) on personal projects or for personal benefit unless such use has been approved by the administration in charge as making a contribution to the educational program, or unless the employee is enrolled in the program as a student. Employees shall pay the established rate, if any, for services offered by any instructional program the same as would students or members of the community. Any work or service performed for any employee shall be done only when consistent with the current instructional objectives of the particular program and if the performance of that same work or service is available to students or members of the community.

### **ORANGE COAST COLLEGE AND GOLDEN WEST COLLEGE PHYSICAL EDUCATION Facility Usage by District Employees**

**During Staffed Hours:**

**During Non-Staffed Hours:**

OCC/GWC physical education staff with key access to department facilities may use such facilities and supervise the use by other staff members with the approval of the Physical Education and Athletics Dean. Non-staff individuals may not use such facilities without the written approval of the Dean.

## **DISPOSITION OF DISTRICT PROPERTY**

The Board shall adhere strictly to procedures prescribed by the Education Code in the sale or lease of real property.

The Board shall authorize the disposal of surplus or obsolete supplies and equipment which are no longer suitable for District purposes and authorize the Chancellor or designee to dispose of such supplies and equipment in conformance with the law and District procedures.

Education Code 81360-81380, 81450-81459

## **LENDING OF EQUIPMENT**

District property or equipment shall not be loaned to any individual or any organization for private use. District property or equipment may be loaned to other school districts or to public agencies in accordance with the Education Code. Such loans, in reasonable amounts and for reasonable periods, shall be the responsibility of the Chancellor following recommendation by one or more of the college presidents or the Vice Chancellor, Administrative Services.

Adopted September 18, 1985

Revised September 7, 1989

Revised April 5, 1994

Revised September 11, 1996

Revised June 25, 1997

Revised August 17, 2005

Revised XX/XX/XXXX

Replaces CCCD Policy 040-2-1.1, Spring 2011





## RESOLUTION # 11-08

### A Resolution of the Board of Trustees of the Coast Community College District To Increase Income and Expenditure Budget for 2010-2011

On September 15, 2010, the Coast Community College District Board of Trustees approved the 2010-2011 budget. Some programs were not known about at the time of adoption of the district budget. As of December, district administration is projecting to have a program budget increase of \$5,754,806 during 2010-2011. As this was not included in the 2010-2011 Adopted Budget, it is necessary to adopt a resolution to increase income and expenditure for 2010-2011.

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

#### RESOLUTION TO INCREASE INCOME AND EXPENDITURE BUDGET FOR 2010-2011

**WHEREAS**, the governing Board of the Coast Community College District has determined that income in the amount of \$5,754,806 will be received during 2010-2011 for various programs.

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

#### General Fund

8100	Federal Revenue	1,420,650 + (1)	1000	Certificated Salaries	446,033 +
8600	State Revenue	655,478 + (2)	2000	Classified Salaries	394,547 +
8800	Local Revenue	678,678 + (3)	3000	Employee Benefits	118,022 +
			4000	Supplies	192,970 +
			5000	Services	487,985 +
			6000	Capital Outlay	789,370 +
			7000	Other Outgo	325,879 +
Total Revenue			2,754,806 +	Total Expenses	2,754,806 +

(1)	Establish budget for 5% SFA C/O	23,603 +
	Increase budget for WIA Allied Health per award	3,305 +
	Establish budget for WIA ITA Training Provider per award	4,961 +
	Establish budget for Pacific Bridge AAPI per award	400,000 +
	Establish budget for State ARRA per award	80,924 +
	Establish budget for Child Dev Career C/O	1,236 +
	Establish budget for Virtual Interactive Simulator per award	900,000 +
	Increase TANF budget per award	6,621 +

(2) Reduce Basic Skills budget per award	56,306 -
Increase Instruc Equipment C/O budget	792 +
Decrease Staff Diversity budget per award	22,789 -
Decrease Staff Development C/O budget	44 -
Increase TTIP C/O budget	140 +
Increase Restricted Lottery C/O budget	183,622 +
Increase BFAP C/O budget	59,110 +
Establish budget for Int'l Student Dual Enroll	200,000 +
Establish budget for CTE Pathways Initiative	108,000 +
Increase EOPS budget per allocation	276,502 +
Increase EOPS CARE budget per allocation	15,613 +
Decrease Matriculation budget per allocation	35 -
Increase CalWorks budget per allocation	34,829 +
Decrease DSPS budget per allocation	143,956 -
(3) Increase Health Services C/O budgets	136,532 +
Increase Parking C/O budgets	198,415 +
Establish budget for Los Rios HiTech grant	340,791 +
Establish budget for City of La Habra WIA Youth grant	2,940 +

Capital Outlay Fund

8800	Local Revenue	1,500,000 +	(1)	6000	Capital Outlay	3,000,000 +
8900	Other Financing	1,500,000 +	(2)			
	Total Revenue	3,000,000 +			Total Expenses	3,000,000 +

(1) Funds for Newport Beach project – CCC Cont Ed	1,500,000 +
(2) Funds for Newport Beach project – CCC General Fund	1,500,000 +

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on February 16, 2011 this Resolution was adopted by the Board by a vote of \_\_\_\_\_.

Aye:

No:

Abstain:

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**Christian Teeter, Ed.D., Board Secretary, Board of Trustees**

## RESOLUTION # 11-07

### A Resolution of the Board of Trustees of the Coast Community College District To Adopt September to December 2010 Budget Transfers

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

**NOW, THEREFORE, BE IT RESOLVED**, that the following budget transfers be made.

Note: There are a total of 490 transfers for September through December 2010, 281 of which are restricted.

**From:**

**To:**

General Fund 11

8100	Federal Revenue	166,663	8600	State Revenue	366,663
8800	Local Revenue	200,000	1000	Certificated Salaries	522,380
3000	Employee Benefits	9,366	2000	Classified Salaries	429,291
7000	Other Outgo	1,410,412	4000	Supplies	284,057
			5000	Services	60,370
			6000	Capital Outlay	123,680
	Total Revenue	1,786,441		Total Expenses	1,786,441

Capital Outlay Fund 41

6000	Capital Outlay	117,901	4000	Supplies	18,787
			5000	Services	99,114
	Total Revenue	117,901		Total Expenses	117,901

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on February 16, 2011 this Resolution was adopted by the Board by a vote of \_\_\_\_\_.

Aye:

No:

Abstain:

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Christian Teeter, Ed.D., Board Secretary, Board of Trustees



**BP 3600 (040-16-1) AUXILIARY ORGANIZATIONS**

**1.1 RECOGNITION AND ESTABLISHMENT OF AUXILIARY ORGANIZATIONS**

- a. Recognition of the establishment of an auxiliary organization by the Board of Trustees pursuant to Section 72672(c) of the *Education Code* and Sections 59255 and 59257(a) of Title 5 of the *California Code of Regulations* shall require that, when an organization will serve the District, a recommendation of Board recognition be submitted to the Board of Trustees by the Chancellor; or that, when an organization primarily will serve a College, a recommendation of Board recognition be submitted to the Board of Trustees by the Chancellor on behalf of a College President.
- b. Prior to the recognition of an auxiliary organization, a public hearing on the recommendation will be held at a time, place, and manner determined by the Board of Trustees;
- c. The approval by the Board of Trustees of the establishment of the auxiliary organization shall include a designation of the recognized services, programs, and functions and an identification of the number and category or categories of members of the Board of Directors of the auxiliary organization.
- d. The approval of an auxiliary organization shall involve approval of a written agreement between the District and the auxiliary organization, pursuant to Section 59257 of Title 5 of the *California Code of Regulations*
- e. Each auxiliary organization shall comply with the California Public Records Act ("CPRA"), Section 6250 of the *Government Code*, except that information and documents identifying donors shall be considered exempt from disclosure under the CPRA.

**1.2 RECOGNIZED SERVICES, PROGRAMS, AND FUNCTIONS**

Auxiliary organizations may be recognized and established for the purpose of providing supportive services and specialized programs for the benefit of the Coast Community College District. Pursuant to Sections 59257(b) and 59259 of Title 5 of the *California Code of Regulations*, the services, programs, and functions which may be undertaken by auxiliary organizations and which have been determined by the Board of Trustees and the Board of Governors to be appropriate, include:

Student association or organization activities;  
Bookstores;  
Food and campus services;

Student union programs;  
Facilities and equipment, including parking;  
Loans, scholarships, grants-in-aid;  
Workshops, conferences, institutes, and federal projects;  
Alumni activities;  
Supplementary health services;  
Gifts, bequests, devises, endowments, and trusts;  
Public relations programs.

In accordance with Section 72671 of the *Education Code*, the services, programs, and functions may be performed by an auxiliary organization as part of a joint powers agreement, upon approval by the Board of Trustees.

### 1.3 COMPOSITION AND SIZE OF BOARDS OF DIRECTORS

Pursuant to Section 59279(c) of Title 5 of the *California Code of Regulations*, the Board of Directors of each auxiliary organization shall have the following composition:

- a. The Board of Directors of student associations or organizations shall consist primarily of students. The President or his/her representative shall attend and participate in meetings of the Board of Directors in order to advise on policy and to provide for the control and regulation required by law.
- b. Any other District-approved auxiliary organization shall have a Board of Directors appointed in accordance with the organization's articles of incorporation or bylaws, and consisting of voting membership from each of the following categories:
  - District employees
  - Members of the community
  - Students
- c. The size of the Board of Directors of an auxiliary organization shall be at least large enough to accommodate all the categories from which board members are selected. Members of the Board of Directors shall serve without compensation in their role as directors.
- d. Each auxiliary organization shall have the benefit of the advice and counsel of at least one attorney admitted to practice in the State of California, and at least one licensed certified public accountant; however, neither the attorney nor the public accountant need be a member of the Board of Directors.
- e. 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 liaison to the Board of Directors of each of the District's auxiliary organizations, as defined in Section 72670 of the *Education Code*, except for student organizations as defined in Section 76060 of the *Education Code*. The liaison may, but is not required to, participate in

fundraising activities for the auxiliary organization, serve on committees of the auxiliary organization, and make financial contributions to the auxiliary organization. Members of the Board of Trustees shall not serve as voting members of a Board of Directors of an auxiliary organization of the District.

#### 1.4 BUSINESS MEETINGS

The Board of Directors of each auxiliary organization shall conduct its business meetings in public in accordance with the Brown Act, Sections 54950 *et seq.* of the *Government Code*, and shall, during each fiscal year, hold at least one business meeting each quarter.

#### 1.5 SALARIES, WORKING CONDITIONS, AND BENEFITS OF FULL-TIME EMPLOYEES

- a. Except as otherwise provided in this Policy, the Board of Directors of each auxiliary organization shall, pursuant to Section 72672(c) of the *Education Code*, provide salaries, working conditions, and benefits for its full-time employees that are comparable to those provided District employees performing substantially similar services. For those full-time employees who perform services that are not substantially similar to the services performed by District employees, the salaries established shall be comparable to the salaries prevailing in other educational institutions in the area or commercial operations of like nature in the area.
- b. Pursuant to Section 72672(c) of the *Education Code*, the Board of Directors of each auxiliary organization may provide retirement benefits different from those provided comparable District employees and may withhold retirement benefits or permanent status benefits or both from temporary employees. For the purpose of this Policy, a "temporary employee" is:
  - (1) An employee employed for a specific research project, workshop, institute, or other special project funded by any grant, contract, or gift; or
  - (2) An employee whose contract of employment is for a fixed term not exceeding three years.
- c. Pursuant to Section 72672(c) of the *Education Code*, the Board of Directors of each auxiliary organization may withhold permanent status benefits from executive employees. For the purposes of this regulation, an executive employee is any management employee with responsibility for the development and execution of the auxiliary organization's policies and includes, but is not limited to, general managers, managers, directors, and the like, as determined by the Board of Directors of each auxiliary organization.
- d. Pursuant to Section 72672(d) of the *Education Code*, should retirement benefits be provided, they may, but need not, be provided by the Public Employees' Retirement System.

- e. Any newly created auxiliary organization is exempted from the requirement of providing retirement benefits for a period not to exceed three years from the date on which the Board of Trustees recognizes the establishment of such auxiliary organization.

## 1.6 EXPENDITURES AND FUND APPROPRIATION

The Board of Directors of an auxiliary organization shall approve all expenditure authorizations. Appropriations of funds for use outside of the normal business operations of the auxiliary organization shall be approved in accordance with District policies and regulations. .

## 1.7 ACCOUNTING AND REPORTING

The Board of Directors of all auxiliary organizations, except those exempted in Section 72673 of the *Education Code*, shall

- a. Utilize a standard accounting and reporting system established by the Chancellor of the California Community Colleges.
- b. Implement financial standards which will assure the fiscal viability of such various auxiliary organizations. Such standards shall include proper provision for professional management, adequate working capital, adequate reserve funds for current operations, capital replacements, contingencies, and adequate provisions for new business requirements.
- c. Each District-wide auxiliary organization shall submit its programs and budgets for review at a time and in a manner specified by the Chancellor. Programs and budgets for auxiliary organizations primarily serving a College shall be submitted to that College President for review, and to the Chancellor.
- d. Should the President or Chancellor determine that any program or appropriation planned by an auxiliary organization is not consistent with District or College policy, the program or appropriation shall not be implemented. Further, should a program or appropriation which has received approval, upon review be determined to be operating outside the acceptable policy of the Board of Governors, the District, or the College, then that program or appropriation shall be discontinued by direction of the President until further review is accomplished and an appropriate adjustment is made.

## 1.8 FUNDS

- a. All money collected by or on behalf of a student body auxiliary organization shall be deposited in trust by the chief fiscal officer of the College. All such money shall be accounted for properly and, subject to the approval of the College President or designee and the appropriate officer of said organization, be deposited or invested in any one or more of the ways specified in Sections 76063 and 76064 of the *Education Code*.



- b. The chief fiscal officer of the College shall be custodian of all unexpended funds and money collected by or on behalf of a student body auxiliary organization and shall provide the necessary accounting records and controls for such funds. These funds may be expended by the custodian only upon the submission of an appropriate claim schedule by officers of said organization.
- c. Trust funds shall be used exclusively for the purpose designated in the instrument creating the trust.
- d. Funds of an auxiliary organization shall be used for purposes consistent with District and College policy , and shall not be used:
  - (1) To support or oppose any candidate for public office, whether partisan or not, or to support or oppose any issue before the voters of this State or any subdivision thereof or any city, municipality, or local governmental entity of any kinds.
  - (2) To make personal loans for non-educationally related purposes, except that such loans be made when specifically authorized by a trust instrument under which the funds were received.
- e. An indemnity bond shall be obtained by an auxiliary organization for its fiscal officer who is responsible for handling funds of the auxiliary organization.
- f. Grants, bequests, trusts, donations, and gifts accepted by an auxiliary organization shall be maintained in accordance with policies and regulations established by the College and the District. With respect to proposed gifts to the District, the Chancellor shall decide, after consulting with the donor, whether a donor's proposed gift should be accepted by the District or referred to any auxiliary organization.
- g. Funds derived by an auxiliary organization from indirect cost payments and which are not needed to provide adequate working capital, reserve funds for current operations, capital replacements, contingencies and adequate provisions for new business requirements shall be appropriated in a manner consistent with policies established by the District; uses of such funds shall be regularly reported to the Board of Trustees, through the Chancellor.
- h. No District funds or resources, other than those funds or resources derived from gifts or bequests to the District, shall be transferred by the District, or by any College within the District, to any of its auxiliary organizations for the purpose of either avoiding laws or regulations which constrain community college districts or providing the District with an unfair advantage with respect to the application of any State funding mechanism. Such State funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding, Extended Opportunity Programs and Services funding, and funding for programs and services for handicapped students.

## 1.9 **AUTHORITY AND RESPONSIBILITY OF AUXILIARY ORGANIZATIONS**

- a. Auxiliary organizations shall not offer courses for which State funding is received.
- b. All services, programs, and activities that may be undertaken by an auxiliary organization shall be maintained for the general benefit of the educational program of the District and its colleges. Upon Board of Trustees approval, an auxiliary organization may assume any of the services, programs, and activities listed in this Policy.
  - (1) To provide the fiscal means and the management procedures that allow the College and/or District to carry on educationally related activities not normally funded by the State;
  - (2) To provide fiscal procedures and management systems that allow effective coordination of the auxiliary activities with the College and/or District in accordance with sound business practices.
- c. An auxiliary organization may not enter into any contract or other business arrangement involving real property, either by lease or by purchase, without the prior approval of the Board of Trustees.
- d. The District shall maintain a list of all auxiliary organizations in good standing.
  - (1) All auxiliary organizations which, after periodic review in the manner specified herein, are found to be in compliance with applicable laws and regulations shall be included in this list.
  - (2) When the Chancellor or the Board of Trustees has reason to believe that a particular organization should be removed from this list, he/she/it shall give the Board of Directors of such organization reasonable notice that a conference will be held to determine whether grounds for removal do, in fact, exist, and representatives of said board shall be entitled to be present at such conference and to be heard. Based upon such conference, the Chancellor shall decide whether a particular organization should be removed from the list. The Chancellor or the Board of Trustees may remove such an auxiliary organization from said list, and may make such other provisions consistent with law as may be appropriate with respect to an auxiliary organization not included on said list. Any such actions by the Chancellor shall be reported to the Board of Trustees for ratification.

## 1.10 **RECORD-KEEPING**

### a. **Records and Annual Audit**

An auxiliary organization shall maintain adequate records and shall prepare an annual report showing its operations and financial status as may be required by

the Board of Governors, District, or College President.

**b. Compliance Review by Chancellor**

For a District-wide auxiliary organization, the Chancellor's designee shall inspect and review all auxiliary organization procedures and practices to determine compliance with policies, rules, and regulations of the Board of Governors and the District, and make his/her recommendations to the Chancellor and the Board of Directors of the auxiliary organization regarding said procedures and practices. This shall be done at the end of the first complete year after approval, and at least every three years thereafter. The decision of the Chancellor shall be made after he/she has invited comments from the Board of Directors of the auxiliary organization. Reports and statements shall cover all activities of the organization.

**c. Compliance Review by College**

For an auxiliary organization which primarily serves a single College, the President's designee shall inspect and review all procedures and policies to determine compliance with Sections 72670 through 72682 of the *Education Code*, and with policies, rules and regulations of the Board of Trustees and policies of the College, and to make his/her recommendations to the President and the governing board of the auxiliary organization regarding said procedures and policies. The decision of the President on the recommendations of the President's designee shall be made after he/she has invited comments from the governing board of the auxiliary organization. This review also shall determine compliance with any written agreement with the District, and with the auxiliary organization's articles of incorporation and bylaws, and shall be conducted on an annual basis.

**d. Audit**

Each auxiliary organization shall have an annual fiscal audit of any and all of its funds. The audit shall be performed by a certified public accountant in accordance with procedures prescribed by the Board of Governors, as contained in the "California Community College Auxiliary Organization Accounting and Reporting System." Copies of the annual audit report shall be submitted to the Board of Trustees and to the Board of Governors' Office within 30 days after it is received by the auxiliary organization. Thereafter, it shall be a public record, except as otherwise provided by law. Such audit may be conducted as part of a fiscal audit of the District itself.

Auxiliary organizations shall annually publish an audited statement of their financial condition which shall be disseminated as widely as feasible and be available to any person on request. A reasonable fee may be charged to cover the costs of providing a copy. When an auxiliary organization primarily serves a single college of the District, the auxiliary organization shall comply with this requirement by:

- (a) Publishing the audited financial statement in a campus newspaper; or

- (b) Publishing a notice in a campus newspaper indicating the on-campus location where copies of the financial statement may be obtained or reviewed; or
- (c) Publishing or noticing the audited statement in a campus bulletin or other appropriate medium if a campus newspaper is unavailable.

#### 1.11 WRITTEN AGREEMENT

A written agreement between the Coast Community College District and each auxiliary organization is required. The written agreement shall, among other things, provide for the following:

- a. The services, programs, or functions the auxiliary organization is to manage, operate, or administer.
- b. A statement of the reasons for administration of the functions by the auxiliary organization instead of by District or College under usual District procedures.
- c. The areas of authority and responsibility of the auxiliary organization and the District or College.
- d. The facilities and services to be made available by the District or College to permit the auxiliary organization to perform services, programs or functions specified in the written agreement.
- e. The charge or rental to be paid to the District by the auxiliary organization for the facilities used or services provided in connection with the performance of its function. The charge or rental specified shall not require involved methods of computation, and should be identified in sufficient time before it is incurred so that the organization may determine to what extent it shall be liable therefor.
- f. Full reimbursement to the District for services performed by the District or by District employees under the direction of or in support of the auxiliary organization. Student body auxiliary organizations may be exempt from reimbursing all or any portion of the costs for such services. Methods of proration where services are performed by District employees for the organization shall be simple and equitable.
- g. A simple but equitable method of determining in advance to what extent the organization shall be liable for indirect costs relating to federally-sponsored programs.
- h. The responsibility for maintenance and payment of operating expenses.
- i. A statement that, with respect to expenditures for public relations or other purposes which would serve to augment District appropriations for operation of the District, the auxiliary organization may expend funds in such amount and for

such purposes as are approved by the Board of Directors of the auxiliary organization. The Board of Directors shall file with the Chancellor a statement of such policy on accumulation and use of public relation funds for all auxiliary organizations. The statement shall include the policy and procedure on solicitation of funds, source of funds, expenditures, and procedures of control. In the case of an auxiliary organization serving a College of the District, the College President shall file such a statement with the Chancellor.

- j. The disposition to be made of net earnings derived from facilities owned or leased by the auxiliary organization, including earnings derived from facilities owned or leased by the auxiliary organization, and provisions for reserves.
- k. The disposition to be made of net assets and liabilities on dissolution of the auxiliary organization or cessation of operations under the agreement.
- l. The covenant of the auxiliary organization to maintain its organization and to operate in accordance with Sections 72670 through 72682 of the *Education Code* and with the regulations contained in Sections 59250 *et. seq.* of Title 5 of the *California Code of Regulations*, as well as District Policy.

#### 1.12 USE OF COLLEGE OR DISTRICT NAME

Except for student body associations organized and operating under Education Code Section 76060 of the *Education Code*, no organization may use the name of the Coast Community College District or a community college of the District or otherwise represent a relationship with Coast Community College District or a College of the District, except pursuant to written license of the District, or unless the organization has been recognized and established as an auxiliary organization by the Board of Trustees and is in good-standing with the District.

#### 1.13 ADMINISTRATIVE AUTHORITY

The Chancellor or his/her designee shall provide, and may from time to time implement and revise procedures for the administration of this Policy.



## SEARCH CONSULTANT AGREEMENT

This Search Consultant Agreement ("Agreement") is made and entered into by and between Association of Community College Trustees ("Consultant") and Coast Community College District ("District"). Consultant and District are referred to herein individually as "Party" and collectively as "Parties."

The Parties agree as follows:

1. **Services.** Consultant agrees to provide the services pertaining to District search for Chancellor, as set forth in Consultant's proposal dated hereto as Exhibit "A" and incorporated herein by this reference. Consultant shall work directly with District's Board of Trustees to coordinate and facilitate all aspects of the search, including receiving applications directly, site visits, public forums, working with the Screening Committee, meetings with the Board of Trustees, facilitating review of applications, and coordinating interview of candidates. District shall provide Consultant with adequate working conditions and support as appropriate to conduct its services.
2. **Contacts.** Consultant's primary direct contact with District, and the individual who will provide project oversight, will be Dr. Narcisa Polonio. District's lead contact to Consultant will be Board President Jerry Patterson.
3. **Term.** The term of this Agreement shall be from February 17, 2011 and shall continue until a candidate for Chancellor has been selected by the Board of Trustees.
4. **Payments.** Payment in consideration of this Agreement shall be \$30,000, payable in three equal increments, upon receipt of invoices, on March 15, 2011, May 1, 2011, and upon conclusion of the search process. In addition, Consultant shall be reimbursed for travel expenses, which may include air fare, hotel stay, meals, car rental, taxi, mileage, and any other travel related expenses which are agreed upon by the Parties. Consultant will, at District's request, provide criminal, civil, and credit background checks through InfoLink, and District will be billed, at cost, for these reports.
5. **Indemnity.** During the term of this Agreement, Consultant shall defend, indemnify, and hold District and its trustees, agents, students, and employees, harmless from all claims, actions, and judgments, including attorney fees, costs, interest, and related expenses, for losses, liability, or damages of any kind in any way caused by, related to, or resulting from, the acts or omissions of Consultant, its officers, directors, agents, affiliates, and employees, arising out of the performance of this Agreement. During the term of this Agreement, District shall defend, indemnify, and hold the consultant and its officers, agents, or employees, harmless from all claims, actions, and judgments, including attorney fees, costs, interest, and related expenses for losses, liability, or damages of any kind in any way caused by, related to, or resulting from the acts or omissions of District, its trustees, agents, students, or employees, arising out of the performance of this Agreement.

6. **No Discrimination.** Consultant shall not discriminate unlawfully against any person in the provision of services, or employment of persons, on the basis of race, religion, medical condition, disability, marital status, sex, age, or sexual orientation. Consultant understands that harassment of any student or employee with regards to race, religion, gender, disability, medical condition, marital status, age, or sexual orientation is strictly prohibited.

7. **Independent Contractor.** Consultant, its employees, and all of its sub-consultants, are independent contractors, and no employer-employee relationship exists between Consultant and District.

8. **No Assignment.** Neither this Agreement, nor any duties or obligations under this Agreement, may be assigned by either Party without the prior written consent of the other Party.

9. **Termination.** District may terminate this Agreement with 30 days notice to Consultant. In this case, District would reimburse only those charges incurred by Consultant on behalf of District, up to and including the effective date of termination.

10. **Confidentiality.** All individuals involved in the search process are expected to honor the rules attached hereto as Exhibit "B."

11. **Integration.** The Parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either Party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding.

12. **Amendment.** Any modification or amendment of this Agreement will be effective only if it is in writing and signed by the Parties.

13. **California Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

COAST COMMUNITY COLLEGE  
DISTRICT

ASSOCIATION OF COMMUNITY  
COLLEGE TRUSTEES

By: \_\_\_\_\_  
Jerry Patterson  
Board President

By: \_\_\_\_\_  
Narcisa A. Polonio, Ed.D.  
Vice President of Education,  
Research, and Board Leadership  
Services

Date: February \_\_, 2011

Date: February \_\_, 2011





## **EXHIBIT "B"**

### **CONFIDENTIALITY**

**All individuals involved in the process of selecting the Chancellor of Coast CCD are expected to honor the following rules, insofar as possible within the Brown Act, and to respect the confidentiality of candidates' personal and professional goals and current position.**

1. The official spokesperson for the search is the President of the Board of Trustees. Other individuals should not discuss the search with members of the press or District constituency groups. Regular progress reports may be sent to all interested groups and the media.
2. All candidate files are confidential and must be maintained and reviewed in a manner that insures that candidates' identities are not divulged.
3. Information on whether or not an individual is a candidate, and on candidates' status at each stage of the search, is confidential.
4. All information contained in semi-final and final candidates' background and reference reports is confidential.
5. The identity of candidates is not to be divulged to the press, to members of District's constituency groups, or to the community, unless and until the candidates are invited to come to the District for interviews as final candidates.



### **Agreement for Not-for-credit Programs**

This Agreement is entered into by and between Coast Community College District (Golden West College), a public educational agency, 15744 Golden West Street, Huntington Beach, California, ("the College") and the Institute of Reading Development, 5 Commercial Boulevard, Novato, California ("the Institute") a corporation incorporated in the State of California. The Agreement is effective upon the date of signing and expires on December 31, 2011.

#### **1. Programs**

The Institute will teach a series of reading enrichment programs (see attachment A, "Basic Program Information") in Fountain Valley and Huntington Beach ("Service Area") in affiliation with the College during the summer of 2011 (the "Programs"). The Institute will provide and pay for all materials and instruction for the Programs.

#### **2. Teaching Sites**

The College will arrange for use of on-campus teaching sites.

The College will pay half of the off-campus facility costs.

The Institute will prepay all off-campus facility costs, and deduct the College portion of the off-campus facility costs from the revenue due to the College upon conclusion of the programs (see item 6). The Institute will pay all remaining off-campus facility costs.

#### **3. Program Promotion**

The Institute will execute and pay for printing and mailing promotional letters to students and residents in the Program Service Area. The Institute will also print and distribute promotional flyers through the local public and private schools. The College will provide its logo for use in the Program promotional letter and promotional flyers. All content and format of promotional materials are to be approved by the College prior to public release. The College retains the right to review/approve/reject all materials used in association with its name or logo.

#### **4. Scholarships**

The Institute shall promote and subsidize a scholarship program designed to reach students who do not have the financial resources to participate in the program. The tuition charged to these students will not exceed \$99.00. Faculty or staff at the College may enroll immediate family members for a discounted tuition of \$239.00. The Institute shall submit a summary of subsidized enrollments (scholarship and faculty or staff enrollments) to the College at the end of each series of programs.

#### **5. Registration**

The Institute will provide registration services for all Programs offered through the College. The Institute will adhere to the College's registration and refund policies, and final determination of partial and full refunds shall be made by the College.

**6. Tuition, Materials Fees, and Fee Split**

The tuition is \$299.00 per person for program levels 1 - 7, and \$239.00 per person for program level R. The fee split will be 90/10, with 90% of the gross tuition income retained by the Institute. The Institute shall charge a materials fee which shall be retained by the Institute. Within 90 days of the completion of the summer session, the Institute will conduct a program audit, and remit 10% of the gross tuition revenues, less the College's contribution to off-campus rent, to the College. Subsidized students (scholarship and faculty or staff enrollments as described in section 4) will not be part of the fee split calculations.

**7. Program Administration**

The Institute will notify the College in advance of any changes of publicized dates, times, or location of the programs, and the Institute will be responsible for sending notice of these changes or cancellations to registered participants. The Institute will provide the College with copies of all participant class rosters. Program evaluation forms will be submitted, in electronic form, to the College at the conclusion of each series of programs.

**8. Quality Control**

The College may appoint representatives to provide oversight of all aspects of Program implementation.

**9. Compliance**

The parties agree that each shall be separately responsible for compliance with all state and federal laws, including rules, equal employment opportunity, immigration, and nondiscrimination laws which may be applicable to their respective activities under their agreement. The Institute will secure a criminal record background check for each instructor and will provide specific criminal record information to the College if found for any instructor.

**10. Insurance**

The Institute shall secure and maintain comprehensive general liability insurance with coverage for incidental contracts for \$1,000,000.00 each occurrence, \$2,000,000 general aggregate, and \$9,000,000 gross liability, and shall provide College a Certificate of Insurance naming the College and Coast Community College District as an additional insured. Further, the Certificate of Insurance shall provide 30-days prior written notice of cancellation. The Institute shall also secure and maintain worker's compensation insurance covering all personnel employed on the premises during the term of the agreement whether said personnel is employed by the Institute or supplied by persons or entities other than the College.

**11. Release, Indemnification and Hold Harmless Agreement**

The Institute releases, discharges, and shall indemnify, defend, and hold harmless the College, the District, the Board of Trustees and each of their agents, employees, and representatives from any and all liability, claims, judgments, or demands, including reasonable attorney's fees and costs, which may arise from all injuries, deaths (agents, employees, representatives, guests, and enrollees included) and damage to property arising directly or indirectly out of this agreement, including circumstances in which both the Institute and the College share joint liability and including any student participation in the classes; except that the Institute shall not indemnify the College for

## 12. Dispute Resolution

### 13. Institute's Status

## 14. Non-Assignability

## 15. Choice of Law and Venue

## 16. Notice

For College: Golden West College  
ATTN: President  
15744 Golden West Street  
Huntington Beach, CA 92647

With a copy to: Coast Community College District  
ATTN: Vice Chancellor, Administrative Services  
1370 Adams Avenue  
Costa Mesa, CA 92626

For Institute: Institute of Reading Development  
ATTN: David Soloway, CEO  
5 Commercial Boulevard  
Novato, CA 94949

**17. Entire Understanding**

This Agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

**18. Effective Date and Termination**

This agreement shall become effective upon the date of signing and shall remain in effect until December 31, 2011 unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event that classes are in session, any written notice to terminate with or without cause shall become effective when the classes end. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

By signing below the parties agree to the terms set forth above.

INSTITUTE OF READING DEVELOPMENT

COAST COMMUNITY COLLEGE DISTRICT

By: 

By: \_\_\_\_\_

Name: David Soloway

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

Date 1/11/11

Date \_\_\_\_\_

**Attachment A:**

**Basic Program Information (2011)**

<b>Program</b>	<b>Age Group</b>	<b>Class Length*</b>	<b>Max. class size</b>	<b>Homework</b>	<b>Program Goals</b>	<b>Tuition**</b>
<b>R</b>	4-year-olds and kindergarteners  (Parent attendance required)	1 ¼ hours	16	20-30 min. 4 x each week (with parent)	Letter Recognition Phonemic Awareness Beginning Phonics Love of Books & Reading	\$239 Materials Fee: \$34
<b>1</b>	1st graders  (Parent attends first hour of each class)	2 hours	18	30-45 min. 4x each week (with some parental assistance)	Phonics Sight Words Independent Reading Love of Books & Reading	\$299 Materials Fee: \$34
<b>2</b>	2 <sup>nd</sup> graders	2 hours	18	30-45 min. 4x each week (with some parental assistance)	Phonics and Word Attack Fluency Comprehension Independent Reading	\$299 Materials Fee: \$34
<b>3</b>	3 <sup>rd</sup> graders	2 hours	20	45 min. 4x each week (with some parental assistance)	Long-Word Decoding Fluency Comprehension Independent Reading	\$299 Materials Fee: \$34
<b>4</b>	4 <sup>th</sup> and 5 <sup>th</sup> graders	2 ¼ hours	22	45 min. - 1 hr 4x each week	Comprehension Long-Word Decoding Fluency Independent Reading	\$299 Materials Fee: \$34
<b>5</b>	6 <sup>th</sup> to 8 <sup>th</sup> graders	2 ½ hours	28	1 hr 4x each week	Reading Speed Comprehension Study Skills Enjoy Reading More	\$299 Materials Fee: \$34
<b>6</b>	9 <sup>th</sup> to 11 <sup>th</sup> graders	2 ½ hours	30	1 hr 4x each week	Reading Speed Comprehension Study Skills Enjoy Reading More	\$299 Materials Fee: \$34
<b>7</b>	12 <sup>th</sup> graders, college students, and adults	2 ½ hours	38	1 hr 4x each week	Reading Speed Comprehension Study Skills Enjoy Reading More	\$299 Materials Fee: \$34

11/5/10

\*All programs meet once a week for five weeks.

\*\*Scholarship tuition is \$99. Faculty or Staff Discounted Tuition is \$239.





**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 Pages

AGREEMENT NUMBER	A1
00112342	
REGISTRATION NUMBER	
eP1095544	

1. This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
Commission on Peace Officer Standards and Training  
CONTRACTOR'S NAME  
Golden West College Coast Community College District
2. The term of this Agreement is July 1, 2010 through June 30, 2011
3. The maximum amount of this \$ 314,000.00  
Agreement after this amendment is: Three Hundred Fourteen Thousand Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:  
Original contract is hereby amended as follows:  
Contractor name is amended herein from Golden West College to Coast Community College District,  
Exhibit A, Scope of Work is amended to add paragraphs 3, 4, 4A, 4B, 4C, 4D, 4E, 5, 7 and paragraph 9 as attached hereto and incorporated herein.  
Exhibit B, Budget Overview, Attachment 1, attached hereto, is amended to add Line items for additional funding for production of the 2011 Legal Update totaling \$49,995.00.  
Exhibit B, Budget Overview, Attachment 1, attached hereto, is amended to add Line item for additional funding for Digital Conversion Services totaling \$4,005.00.  
Amendments increase the total amount payable from \$260,000.00 (Two Hundred Sixty Thousand Dollars) to \$314,000.00 (Three Hundred Fourteen Thousand Dollars). Amendment adds a total of \$54,000.00.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Golden West College Coast Community College District

BY (Authorized Signature)

 DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Doug Larson

ADDRESS

15744 Golden West Street, Huntington Beach, CA 92647**STATE OF CALIFORNIA**

AGENCY NAME

Commission on Peace Officer Standards and Training

BY (Authorized Signature)

 DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

R.W. Reed, Assistant Executive Director

ADDRESS

101 Alhambra Boulevard, Sacramento, CA 95816-7083CALIFORNIA  
Department of General Services  
Use Only☐ Exempt per:

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. The ~~Golden West College~~ **Coast Community College District**, hereafter referred to as Contractor, agrees to produce for the Commission on Peace Officer Standards and Training (POST) thirty-six (36) original videotaped legal update training segments, each from 5 to 10 minutes in length; provide post-production, DVD authoring and replication services for all legal update training segments used in the *Case Law Today* (CLT) monthly series; provide design, implementation, conversion and related technical services for converting the *Case Law Today* video series to an online resource offered through the POST Learning Portal; and, provide additional video segment production services on case decision and legal update subject matter to be agreed upon between Contractor and POST.
2. Contractor's responsibilities include, but are not limited to:
  - A) Coordinating with POST staff in all planning activities including selection of subject matter, program design, scripting, instructor selection and orientation, graphics preparation, and handout or program notes preparation;
  - B) Conducting pre-production, studio production, post-production and authoring services that may be required;
  - C) Securing releases from and providing for payment to participating instructors for use of the program material;
  - D) Providing POST with a broadcast quality master copy of the completed videotaped program and summary information to POST according to scheduled deadlines provided in advance by POST;
  - E) **Conversion of** the monthly *Case Law Today* DVD-based video series to an online resource offered through the POST Learning Portal (LP).
  - F) Contractor is responsible for all services and facilities required for production of the video segments;
  - G) Adherence to production schedule and due dates as indicated in the attached **Exhibit E**, which is hereby made a part of this agreement.
  - H) Adherence to the Digital Production Guidelines for Field Production and Technical Operating Specifications for Video Recordings as described in the attached **Exhibit F**, which is hereby made a part of this agreement.
3. **Contractor agrees to be responsible for the development, production and post-production of the POST 2011 Legal Update telecourse training video program and companion print resource materials.**

**EXHIBIT A**  
**(Standard Agreement)**

4. Contractor's responsibilities include but are not limited to the following:
- A) Coordinate and host development meetings with Subject Matter Experts (SME) and video production staff.
  - B) Provide all video production personnel, resources and facilities.
  - C) Conduct video taped studio interviews
  - D) Provide post-production editing and graphics services to result in delivery of a segmented video of up to 120 minutes.
  - E) Convert final video and print resource materials (reference guides) to digital format suitable for and compatible with internet delivery via POST Learning Portal.
5. Convert twelve (12) episodes of the Case Law Today series videos for the 2010-2011 Fiscal Year, and POST 2011 Legal Update telecourse training video into a portable digital format (MPEG-4) that is optimized for download and playback on mobile devices (e.g. Blackberry, Droid, iPhone, iPad).
6. POST and College **mutually** agree that POST will own any and all rights in, and flowing from the Programs, including but not limited to any and all copyrights, trademarks, and trade-names throughout the world, in perpetuity.
7. All notices hereunder must be in writing and must be personally delivered or be sent by registered or certified mail, postage prepaid. The address for all notices required to be sent to the College **Contractor** shall be sent to the Doug Larson at the address listed below, with a copy mailed to:
- ~~Coast Community College District,  
Attention: Marie Grams  
1370 Adams Avenue  
Costa Mesa, CA 92626.~~
- Golden West College  
Attn: Doug Larson  
15744 Golden West Street  
Huntington Beach, CA 92647
- (with a copy to)  
Coast Community College District  
Attention: Bill Kerwin  
1370 Adams, CA 92626
8. The POST Program Manager has the authority to transfer funds between categories of expenditures when there is a demonstrated need to meet program goals.

**EXHIBIT A**  
**(Standard Agreement)**

9. Direct inquiries concerning this program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: <del>Golden West College</del> <b><u>Coast Community College District (GWC)</u></b>
Name: Ron Crook	Name: Doug Larson
Phone: (916) 227-3913	Phone: <del>(714) 895-8107</del> <b><u>(714) 895-8236</u></b>
Fax: (916) 227-4011	Fax:

10. Direct inquiries concerning the processing of this agreement to:

State Agency: Commission on POST	Contractor: <del>Golden West College</del> <b><u>Coast Community College District (GWC)</u></b>
Section/Unit: Contracts Unit	Section/Unit: New Media Center
Attention: <b><u>Heather Camp</u></b>	Attention: Doug Larson
Address: 1601 Alhambra Blvd. Sacramento, CA 95816-7083	Address: 15744 Golden West Street Huntington Beach, CA 92647
Phone: (916) 227-3937	Phone: <del>(714) 895-8107</del> <b><u>(714) 895-8236</u></b>
Fax: (916) 227-3895	Fax:

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the Budget Overview, marked Exhibit B, Attachment I, which is attached hereto and incorporated herein.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Commission on POST  
Accounting Section  
1601 Alhambra Boulevard  
Sacramento, CA 95816-7083

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B, ATTACHMENT I**~~Golden West College~~ Coast Community College District (GWC) – New Media Center**Budget Overview 2010-2011**

<b><u>Case Law Today (CLT) Production Costs</u></b>	
DVD Production, Replication, and Online Delivery	
<b>DVD PRODUCTION</b>	
Pre-production	\$9,600.00
GWC segment production	\$53,992.00
Video editing	\$40,004.00
DVD editing/authoring	\$30,000.00
VD replication	\$36,000.00
Supplies and transportation	\$3,600.00
<b>DVD PRODUCTION TOTAL</b>	<b>\$173,196.00</b>
<b>ON-LINE DELIVERY</b>	
Video Compression for web delivery and encoding for web delivery transcription and uploading CLT to web	\$30,406.00
Maintenance agreement and server space for compression	\$3,600.00
Supplies, DLT tapes, video tapes	\$6,000.00
On-line streaming hosting	\$16,100.00
<b>ON-LINE DELIVERY TOTAL</b>	<b>\$56,106.00</b>
Production Administration Monthly Cost	\$30,698.00
<b>TOTAL CASE LAW TODAY PRODUCTION COSTS</b>	<b>\$260,000.00</b>
<b><u>2011 Legal Update Production Costs</u></b>	
<b><u>PRE-PRODUCTION:</u></b>	<b><u>\$16,500.00</u></b>
<u>Develop reference guide, Pre-Production with SME, Producer/Director, Production and Administrative Coordination.</u>	
<b><u>PRODUCTION:</u></b>	<b><u>\$13,400.00</u></b>
<u>On Camera Presenter, Producer/Director, Multimedia and Network Specialist, Studio Production Facilities, Studio Production Crew, Production Supplies, Clips &amp; Graphics transferred from Library</u>	
<b><u>POST-PRODUCTION:</u></b>	<b><u>\$20,095.00</u></b>
<u>Producer/Director, Programmer, Multimedia and Network specialist, Staff/Assist editor, Editor, Music License, Facilities, Hosting Server for Video.</u>	
<b>TOTAL 2011 LEGAL UPDATE COSTS</b>	<b>49,995.00</b>
<b><u>VIDEO CONVERSION</u></b>	<b><u>\$4,005.00</u></b>
<u>2011 Legal Update and twelve (12) 2010/2011 Case Law Today series videos conversion to a portable digital file format suitable for download and playback capability on various mobile devices.</u>	
<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$314,000.00</b>

**RESOLUTION # 11-04  
(Revision)**

**A Resolution of the Board of Trustees of the  
Coast Community College District  
Establish Nonresident Tuition Fee, 2011/2012**

The Education Code Section (ECS) 76140 requires each district governing board to establish the nonresident tuition fee not later than February 1 for the succeeding fiscal year. Since the district does not receive apportionment funding for nonresident students, this fee offsets the district's costs of educating such students. The district must choose one of several options for setting its fee. These include calculating the District average cost per unit for the immediately preceding fiscal year, using the Statewide average rate or an amount not to exceed the fee established by any contiguous community college district. The district must comply with this mandate, except that the Board may waive a fee for all nonresident students enrolled in six units or less or for any nonresident who is both a citizen and a resident of a foreign country, provided that the student has demonstrated a financial need for the exemption and not more than 10% of the nonresident foreign students attending the district are so exempted.

The district's calculated average cost per unit is \$176 and the Statewide average cost is \$176. South Orange County CCD's average cost is \$179. The district recommends setting the nonresident tuition at \$179 per unit.

In addition to the district rate computed as specified above, each district is also authorized under ECS 76141 to charge nonresident students an amount not to exceed the amount that was expended by the district for capital outlay in the preceding fiscal year divided by the total full-time equivalent students in the preceding fiscal year. Any fee charged for capital outlay cannot exceed 50 percent of the nonresident tuition fee established by the district. In addition, any fee collected pursuant to ECS 76141 must be expended for capital outlay purposes.

The district's calculated allowable per unit cost for capital outlay is \$17.00. The district recommends charging \$17.00 per unit for capital outlay.

The history of the Coast Community College District in charging nonresident tuition and capital outlay for the last 5 years is as follows:

<u>Year</u>	<u>CCCD Fee Adopted</u>
2007/2008	\$173 + \$9 for Capital Outlay = \$182
2008/2009	\$181 + \$10 for Capital Outlay = \$191
2009/2010	\$190 + \$10 for Capital Outlay = \$200
2010/2011	\$183 + \$4 for Capital Outlay = \$187
2011/2012	\$179 + \$17 for Capital Outlay = \$196

It is the conclusion of the Office of Fiscal Affairs that the nonresident tuition fee proposed by the Coast Community College District for the 2010/2011 college year is in accordance with the requirements of the Education Code. It is, therefore, recommended that the following resolution be adopted:

#### RESOLUTION

In accordance with Education Code Section 76140 and 76141, the Coast Community College District hereby adopts a per unit nonresident tuition fee of \$179 and a capital outlay fee of \$17 for the 2011/2012 school year. This fee shall be effective for the fiscal year beginning July 1, 2011.

Nonresident students shall be charged the adopted nonresident tuition fee of \$196 for each unit regardless of the number of units involved. The nonresident tuition fee shall not be waived for students enrolled for six or less units nor shall the fee be waived for citizens and residents of a foreign country.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on February 16, 2011 this Resolution was adopted by the Board by a vote of \_\_\_\_\_.

Aye:

No:

Abstain:

---

**Christian Teeter, Ed.D., Board Secretary, Board of Trustees**



## **RESOLUTION # 11-06**

### **A Resolution of the Board of Trustees of the Coast Community College District Authorizing Payment to Trustee Absent from Board Meeting**

**WHEREAS**, California Education Code Section 72024(d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board"; and

**WHEREAS**, on February 5, 2011 the Board of Trustees of the Coast Community College District held a Special Board meeting; and

**WHEREAS**, Student Trustee Lee Fuller was not present at the Board meeting; and

**WHEREAS**, the Board has determined that Student Trustee Fuller's absence was due to Community College Business;

**NOW, THEREFORE, BE IT RESOLVED**, that Student Trustee Lee Fuller shall be paid at the regular rate of compensation for the Special Board meeting on February 5, 2011.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on February 16, 2011 this Resolution was adopted by the Board by a vote of \_\_\_\_\_.

Aye:

No:

Absent:

Abstain:

---

**Christian Teeter, Ed.D., Board Secretary, Board of Trustees**



**SCHOOL/TEAM/CLUB**  
**\*THIS FORM MUST BE FAXED BACK TO**  
**412.918.4285**

**IMPACT APPLICATIONS, INC. <sup>TM</sup>**  
**SERVICES AGREEMENT**  
**Teams/Schools**

This Services Agreement is made and entered into as of this 1st day of March, 2011 (the "**Effective Date**") by and among IMPACT APPLICATIONS, INC.<sup>TM</sup>, a Pennsylvania corporation ("**ImPACT**"), having its principal place of business at 2000 Technology Drive, Suite 150, Pittsburgh, Pennsylvania 15219, and COAST COMMUNITY COLLEGE DISTRICT (the "**Customer**").

**BACKGROUND**

A. ImPACT has the right to license the computer software programs referred to by ImPACT as the ImPACT Concussion Test<sup>TM</sup> which permits an individual to take a neurocognitive function diagnostic test through ImPACT's website (the "**ImPACT Site**").

B. ImPACT has developed a software tool that evaluates and documents multiple aspects of neurocognitive functioning including memory, brain processing speed, reaction time, post-concussive symptoms, and an injury documentation system which includes an application which aggregates enrollee information and data for use in connection with ImPACT's internal clinical and research activities and complies with applicable U.S. and Canadian federal, state and local rules, laws and regulations regarding data protection and privacy; and

Customer desires to obtain access to the ImPACT product on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants, representations and warranties contained herein, and intending to be legally bound hereby, ImPACT and Customer agree as follows:

**1. DEFINITIONS**

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

**"Customer Materials"** means all materials and content owned or controlled by Customer, including but not limited to and Customer's standard operating procedures and intellectual property such as logos, copyright works and trademarks.

**"Customer Site"** means a web site owned or controlled by Customer through which Customer may obtain access to the Product.

**"Configurations"** means standard set-up and activation services for the Product.

**"Documentation"** means user documentation for the Product available at ImPACT's web site or sent to the Customer in print, as such documentation may be amended by ImPACT from time to time.

**"End User"** means an individual authorized by the Customer to access the Program.

**"ImPACT Site"** means one or more web sites owned or controlled by ImPACT or an Affiliate of ImPACT through which Customer may obtain access to the Product.

**"Normal Business Hours"** means 9:00 a.m. to 5:00 p.m., Eastern Standard Time, on weekdays, but excluding all holidays observed by ImPACT.

**"Person"** or **"person"** means any corporation, partnership, limited liability company, joint venture, other entity or natural person.

**"Product"** means the ImPACT baseline and post-concussion tests as available on the ImPACT Site, as such products are described in greater detail in the Documentation, together with any Updates thereto.

**"Product Infrastructure"** means the hardware, software and other equipment that ImPACT uses in connection with its hosting of the Product for Customer hereunder.

**"Product Infrastructure"** means the hardware, software and other equipment that ImPACT uses in connection with its hosting of the Product for Customer hereunder.

**"Terms of Use"** means the terms and conditions of use for the Product including, but not limited to, ImPACT's Privacy Policy and Terms of Use accessible at [www.impacttest.com/terms.php](http://www.impacttest.com/terms.php), which terms and conditions of use shall be accessible to users of the Product through a login or other access screen, as such terms and conditions of use are amended by ImPACT from time to time.

**"Update"** means any update, upgrade or new release for the Product that ImPACT may make available to Customer from time to time hereunder.

**2. PRODUCT ACCESS; RESTRICTIONS**

**2.1 Limited License.** Subject to Customer's compliance with the terms and conditions of this Agreement, ImPACT hereby grants to Customer a non-exclusive, non-transferable (except as expressly permitted hereunder), license to access and use the Product, and to authorize End Users to access and use the Product, via the ImPACT Site or a Customer Site. For purposes of this Agreement "End Users" shall mean players in Customer's

respective organizations. Except for the licenses and rights expressly granted under this Agreement, no licenses or rights are granted by either party to other party hereunder, by implication, estoppel or otherwise. All such other licenses and rights are reserved unto ImPACT or Customer, as applicable.

2.2 Terms of Use. All access to and use of the Product by Customer shall be in accordance with the Terms of Use. Prior to using or being provided access to the Product, each End User shall have either assented to the Terms of Use or, if applicable, provided Customer the consent required under the Children's Online Privacy Protection Act of 1998, as amended ("**COPPA**"). Customer shall not take any action that would mask, delete or otherwise alter the Terms of Use or any other disclaimers or notices that ImPACT may include in the Product from time to time. Customer shall be and remain primarily liable for any breach of the Terms of Use or failure to secure the required COPPA consent from an End User prior to using the Product.

2.3 Configurations. ImPACT shall prepare and incorporate Configurations into the Product. ImPACT and its licensors own and shall continue to own all right, title and interest in and to the Product and such Configurations after any Configurations are incorporated therein; provided however that Customer or its licensors shall own and continue to own all right, title and interest in and to the Customer Materials. Customer hereby grants to ImPACT a royalty-free license to prepare the Configurations and to incorporate said Configurations into the Product strictly as permitted hereunder.

2.4 Proprietary Notices. Customer shall not remove any trademark, copyright or patent notices, any proprietary or restricted rights notices, or any other proprietary notices or disclaimers that appear in the Product or any of the Documentation. ImPACT shall not remove any trademark, copyright or patent notices, any proprietary or restricted rights notices, or any other proprietary notices or disclaimers that appear in the Customer Materials.

2.5 Other License Restrictions. Customer shall not make any representations, warranties, conditions or guarantees with regard to the Product that are inconsistent with or in addition to those made by ImPACT to Customer hereunder. In addition, except as expressly authorized herein, Customer shall not authorize users to: (i) copy or modify the Product for any purpose; (ii) reverse engineer, decompile, modify, translate, disassemble or discover the source code for all or any portion of the Product; or (iii) distribute, disclose, market, rent, lease or otherwise transfer the Product or Documentation to any other person, except to End Users as expressly permitted hereunder.

### 3. **PRODUCT INFRASTRUCTURE**

3.1 Obligations of ImPACT Subject to Customer's compliance with the terms and conditions of this Agreement, ImPACT shall be responsible for providing and maintaining the Product Infrastructure. The Product Infrastructure is subject to modification by ImPACT from time to time for purposes such as adding new functionality, maximizing operating efficiency and upgrading hardware. ImPACT shall give Customer reasonable

prior notice of any such modifications. Customer understands and acknowledges that such modifications may require changes to Customer's Internet access and telecommunications infrastructure to maintain Customer's desired level of performance.

3.2 Obligations of Customer; Internet Access and Telecommunications Services. The Product Infrastructure will be provided by ImPACT. Customer shall, at its sole expense, be responsible for obtaining Internet access and/or telecommunications services, or upgrading Customer's existing Internet access or telecommunications services, so as to allow access to the Product by Customer. ImPACT shall not be responsible for interruptions in Customer's use of the Product caused by such providers or interruptions in the service provided by such providers.

### 4. **TEST ACCESSIBILITY; SERVICE; REPORTS; USER'S GUIDE; UPDATES**

4.1 Test Accessibility; Service. A description of how to access the Product, ImPACT service and report generation is set forth on Schedule A.

4.2 Updates. ImPACT shall provide all Updates to Customer as they are released generally by ImPACT to all of its customers.

5. **FEES AND PAYMENTS.** In consideration of the license rights and services provided by ImPACT hereunder, Customer shall pay to ImPACT the amounts set forth on the Schedule A submitted to ImPACT by the Customer, the terms of which are incorporated herein by reference (the "**Product Fees**"). Thereafter, all recurring Product Fees shall be due within 30 days of the beginning of any Term if such Product Fees recur annually. ImPACT shall invoice Customer for all Product Fees due hereunder. All Product Fees due to ImPACT hereunder shall be paid by Customer in full, without any right of set-off or deduction.

### 6. **WARRANTIES AND LIMITATIONS OF LIABILITY**

6.1 Warranty. ImPACT warrants that Product will operate in substantial conformance with the Documentation. Customer must notify ImPACT in writing, within fifteen (15) days following the date on which Customer is first given access to the Product, of any failure of Product to operate in substantial conformance with the Documentation. ImPACT's sole obligation and Customer's sole remedy with respect to any failure of the Product to substantially conform to the specifications therefore is for ImPACT to use commercially reasonable efforts to remedy any such failure as soon as is reasonably practicable, and if such failure is not remedied in a reasonable time, for Customer to terminate this Agreement upon written notice to ImPACT and receive reimbursement of any Product Fees paid hereunder.

6.2 Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTION 6.1, IMPACT DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PRODUCT, THE PRODUCT INFRASTRUCTURE OR ANY OTHER MATTER COVERED BY THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY

IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IMPACT DOES NOT WARRANT THAT THE PRODUCT OR THE PRODUCT INFRASTRUCTURE WILL OPERATE WITHOUT INTERRUPTION OR DELAY AND/OR BE ERROR FREE, OR THAT ALL FAILURES OF PRODUCT TO CONFORM TO THE DOCUMENTATION CAN OR WILL BE CORRECTED. THE PRODUCT AND THE PRODUCT INFRASTRUCTURE ARE WARRANTED ONLY TO CUSTOMER, AND CUSTOMER SHALL NOT EXTEND ANY WARRANTIES OR MAKE ANY REPRESENTATIONS FOR OR ON BEHALF OF IMPACT OR IMPACT'S LICENSORS TO ANY OTHER PERSONS.

6.3 Limitations of Liability. Excepting instances of negligence or willful misconduct and the specific obligations of ImPACT under Section 6.1 above or infringement under Section 7.1, the aggregate liability of ImPACT for any and all claims arising under or in connection with this Agreement or its subject matter shall not exceed the fees paid by Customer under this Agreement during the twelve (12) month period immediately preceding the date on which any such claim first arises. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS RELATED TO DIAGNOSTIC ACCURACY AND/OR MEDICAL MALPRACTICE), REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF WHETHER SUCH PARTY IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT WILL IMPACT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO IMPACT PURSUANT TO THIS AGREEMENT.

6.4 Acknowledgement. The parties acknowledge that the limitations and disclaimers set forth in this Agreement were an essential element in setting consideration under this Agreement.

## 7. INFRINGEMENT INDEMNIFICATION

7.1 Indemnification by ImPACT. ImPACT hereby agrees to indemnify and hold harmless Customer from and against all damages, settlement amounts, costs and expenses (including reasonable attorney's fees) that Customer may be required to pay to third parties to the extent such damages, settlement amounts, costs and expenses are attributable to claims: (a) resulting from the negligence or willful misconduct of ImPACT, (b) resulting from the breach of this Agreement by ImPACT, or (c) that the Product infringes or misappropriates a U.S. patent, copyright, trademark, trade secret or other intellectual property rights of a third party, except such claims are due to: (i) a breach by Customer of any provision of this Agreement; (ii) any Customer Materials included in the Product; or (iii) use of the Product in combination with any software, hardware or other equipment not provided by ImPACT where the infringement or misappropriation would not have occurred but for such combination. Notwithstanding anything stated herein to the contrary, in no event shall ImPACT be required to indemnify

Customer in an amount or amounts, in the aggregate, in excess of the fees and payments ImPACT has received hereunder.

7.2 Additional Obligation of ImPACT. In the event Customer is enjoined or otherwise prohibited, or in ImPACT's opinion is reasonably likely to be enjoined or otherwise prohibited, from using the Product as a result of any claim for which ImPACT is required to indemnify Customer under Section 7.1 above, ImPACT, at its own expense and option, shall, in addition to fulfilling its obligations described in Section 7.1, promptly: (i) procure for Customer the right to continue using the Product; (ii) modify the Product so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Product with a product that is reasonably equivalent in capacity and performance but is non-infringing; or, if none of the foregoing remedies is available to ImPACT on commercially reasonable terms, (iv) require Customer to cease using the Product and repay to Customer any prepaid fees and other amounts paid by Customer to ImPACT hereunder.

7.3 Exclusive Remedy. Sections 7.1 and 7.2 state the entire obligation of ImPACT and the exclusive remedy of Customer with respect to any actual or threatened claim that the Product, or use thereof by Customer or any End User, infringes or misappropriates the patent, copyright, trademark, trade secret or other intellectual property rights of any person.

## 8. TERM AND TERMINATION

8.1 Term. The term of this Agreement (the "Term") shall be the term set forth on Schedule A.

8.2 Termination. Either party shall have the right to immediately terminate this Agreement by delivering written notice thereof to the other party if the other party fails to perform or comply with any material term or condition of this Agreement and does not cure said failure within thirty (30) days following its receipt of written notice thereof from the other party. Additionally, Customer may terminate this Agreement at any time with or without cause upon providing ImPACT at least thirty (30) days prior written notice pursuant to Section 9.7. Customer agrees to pay any and all costs related to providing the Customer with a copy of customer data upon termination.

8.3 Effect of Termination. Upon the expiration or sooner termination of this Agreement, all license rights of Customer under this Agreement shall automatically and immediately cease and Customer shall promptly cease all uses of the Product, delete all computer programs and files of ImPACT from its computer systems and return to ImPACT or destroy all Documentation in its possession or control. The following shall survive the expiration or sooner termination of this Agreement: the provisions of Sections 6, 7, 8 and 9; any payment obligations of the parties hereunder accruing prior to the date of such expiration or termination; and any other provisions herein expressly surviving such expiration or termination or necessary to interpret the respective rights and obligations of the parties hereunder.

## 9. GENERAL

9.1 Independent Contractors. In making and performing this Agreement, the parties are acting and shall act as independent contractors. No party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other party for any purpose.

9.2 Force Majeure. In the event that any party is unable to perform its obligations under the terms of this Agreement (other than the obligation to pay amounts due and owing hereunder) because of acts of God, strikes, equipment or transmission failure or other causes reasonably beyond its control, such party shall not be liable to the other party for any damages resulting from such failure to perform or otherwise from such causes.

9.3 Governing Law. This Agreement and its subject matter shall be governed in accordance with the laws of the State of California without regard to conflict of laws principles contained therein.

9.4 Public Statements. Either party may disclose the existence of this Agreement but may not represent to any third party any positions, statements, intentions or other actions on behalf of the other. Neither party shall use the other party's name, trademarks or service marks or issue any press release or similar public statement without the other party's prior written consent which shall not be unreasonably withheld or delayed.

9.5 Confidentiality.

(a) The parties (each, a "**Recipient**") agree to use all information concerning the other party (each, a "**Discloser**") and their respective subsidiaries and affiliates furnished by or on behalf of the Discloser hereunder (collectively, the "**Confidential Information**") solely for the purpose of the transactions contemplated hereby. The Confidential Information will be kept confidential by the Recipient and its agents unless such Confidential Information (i) is required to be disclosed by state or federal law, (ii) is disclosed pursuant to the Discloser's prior written consent or (iii) otherwise becomes non-confidential as described in below. Upon termination of this Agreement, the Recipient will return all Confidential Information as may be requested by the Discloser. The term "Confidential Information" shall not be deemed to include information which: (i) is now, or hereafter becomes, through no act or failure to act on the part of the Recipient, generally known or available; (ii) is known by the Recipient at the time of receiving such information as evidenced by its records created prior to the date of this Agreement; (iii) is hereafter furnished to the Recipient by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the Recipient without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the Discloser. The provisions of this 9.5 shall survive termination of this Agreement.

(b) In addition to the obligations set forth above in this Section, ImPACT shall hold all information in respect of or relating to Customer's customers, employees, contractors and agents of any kind (including survey answers, age information and any other customer data, for example), as well as any and all

personally-identifiable information stored in or processed by ImPACT hereunder, including by or through its system, (collectively, the "**Personal Information**") secure and shall comply with all laws and regulations relating to the protection and privacy of the Personal Information, including those obligations as they exist or will exist under the Personal Information Protection and Electronic Documents Act (Canada) and HIPAA, as applicable. ImPACT shall not disclose any Personal Information to any third party whatsoever (other than subcontractors who have agreed to be bound by nondisclosure obligations comparable to those set out in this subsection (b)). All Personal Information and customer data shall be the exclusive property of the Customer, and the Customer hereby grants permission to ImPACT to access and use such Personal Information solely and strictly for the purpose of carrying out its obligations pursuant to this Agreement. ImPACT agrees it shall not use any Personal Information for any other marketing, preference tracking or other purposes not directly related to its performance of its obligations pursuant to this Agreement. The parties acknowledge and agree that such a breach of this section would cause the other party irreparable injury for which an adequate remedy at law is not available. Notwithstanding anything stated herein to the contrary, in the event of such a breach, the non-breaching party shall be entitled to injunctive relief in addition to any other remedies it may have at law or in equity.

9.6 No Medical Advice. The Product and the results obtained from use of the Product do not constitute medical advice. Customer and all End Users should use the data received as a result of using the Product to consult with qualified medical personnel. The Product is only one component of a concussion management treatment protocol and must be used in combination with the advice of qualified medical personnel.

9.7 Miscellaneous. Except in the event an assignment to a wholly-owned entity of a party, the sale of all or substantially all of a party's assets or in the event of a merger of a party with and into another entity, the result of which is the party to this Agreement is not the surviving entity, neither party may assign any of its rights or privileges, or delegate any of its duties or obligations hereunder, in whole or in part, to any third party without the prior written consent of the non-assigning party which consent shall not be unreasonably delayed or conditioned. Any attempted assignment or delegation of this Agreement or any duties or obligations hereunder in violation of the foregoing limitations shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. All notices required to be in writing shall be delivered by hand, sent by recognized overnight courier (such as Federal Express, Airborne or UPS), or mailed by certified or registered mail, return receipt requested, postage pre-paid, addressed to the parties set forth above. This Agreement, including all schedules attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior understandings and agreements between the parties, whether written or oral, regarding the subject matter hereof. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by both

parties. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or unenforceability of any of the terms of this Agreement in any other jurisdiction. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement. The headings contained in this Agreement are for convenience only and shall not affect meaning or interpretation of this Agreement. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the original or facsimile signature of each of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon, but all of which together shall constitute but one in the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Services Agreement as of the date first set forth above.

IMPACT:

## IMPACT APPLICATIONS, INC.

By: \_\_\_\_\_

Name: Ronald Coombs

Title: Chief Operating Officer

## COAST COMMUNITY COLLEGE DISTRICT

Sign: \_\_\_\_\_

Name: Jerry Patterson

Title: President, Board of Trustees

Address: 1370 Adams Avenue  
Costa Mesa, CA 92626

## **SCHEDULE A**

### **Term**

The "Term" of this Agreement shall be one year from the Effective Date." Costs \$500 each for Coast Community College District's Orange Coast College and Golden West College, for baseline testing of up to 600 Athletes and 180 post injury tests per College during the Term..

### **General Service Description**

The test is reachable over the internet from any industry standard browser with the Flash Player installed.

### **Customer Configuration and Installation**

The test is reachable over the internet from any industry standard browser with the Flash Player installed. There is no installation required beyond the Flash Player (version 6.0 or higher) from Adobe.

### **System Access**

ImPACT will confirm that the customer site has access to compatible computers, Internet access and browser software based on ImPACT provided hardware/software/network criteria checklists to use with customers to assess configuration requirements.

### **Availability and Maintenance**

ImPACT will use commercially reasonable efforts to make the Product available for Customer use with four (4) hours reserved for maintenance downtimes per week. These maintenance windows may require additional time. Customer administrators will be notified via email 24 hours in advance of any unscheduled down time.

Automated back-ups are performed on all customer data.

### **Service Delivery**

ImPACT provides support on-line via e-mail only from 8:00 A.M. EST through 6:00 P.M. EST, Monday through Friday (excluding legal holidays). ImPACT provides technical support only to the Customer. It is Customer's sole responsibility to provide support to End Users.

### **Documentation**

[https://www.impacttestonline.com/customercenter/pdfs/ImPACT\\_Applications\\_Tech\\_Facts.pdf](https://www.impacttestonline.com/customercenter/pdfs/ImPACT_Applications_Tech_Facts.pdf)

### **Reports**

Reports are available for Customer's authorized personnel to generate and use in managing the Customer's End Users. Additional support functions allow for follow up testing and individual results retrieval by Customer's authorized personnel. The Customer may purchase custom reports from ImPACT upon request from time to time at prices to be set by ImPACT. Report availability will be determined by ImPACT from time to time in its sole discretions and ImPACT is under no obligation to generate customer reports.



## **TOWER SITE LICENSE AGREEMENT**

This Tower Site License Agreement (the "License") is entered into by and between Coast Community College District (hereinafter "District" or "Licensor") and KJLA LLC, a Delaware limited liability company, (hereinafter "KJLA" or "Licensee"). District and KJLA may sometimes be referred herein as "Party" or collectively as "Parties."

WHEREAS, Licensor owns a communications facility consisting of a building (the "Building") and an antenna tower (the "Tower") located on property commonly known as 16711 Skyline Drive, La Habra Heights, California (the "Property"); and

WHEREAS, Licensee desires to install and maintain their own digital television broadcast equipment on the Tower and in the Building on the Property;

NOW, THEREFORE, Licensor and Licensee agree as follows:

### **1. DESCRIPTION OF PREMISES.**

1.1 The undersigned Licensor hereby licenses to the undersigned Licensee and Licensee licenses from Licensor on the terms, covenants and conditions set forth herein, space on the Tower as depicted on Exhibit "A" and rack space in the Building sufficient to install two rack cabinets.

Said Tower and Building space are herein called the "Premises" or "Licensed Premises". Licensor agrees to maintain and allow Licensee to use the existing roadway and utility access to the Premises.

### **2. TERM.**

2.1 License Term. The term (the "License Term") of this License shall be for fifteen years, commencing on February 17, 2011 (the "Commencement Date") and ending on February 16, 2026, unless sooner terminated pursuant to any provision herein.

2.2 Early Possession. Licensee shall have the right to enter the Premises after the full execution of this License, but prior to the Commencement Date, in order to install its equipment. Licensee hereto acknowledges that should it take early occupancy certain obligations under various articles hereof shall commence prior to the License Term, including, but not limited to, hold harmless, liability insurance, and the Licensee agrees to be bound by said terms prior to commencement of the License Term.

2.3 Right to Terminate. At any time during the Term, as applicable, Licensee may terminate this License early (the "Early Termination Date") upon three (3) months notice to Licensor (the "Early Termination Notice") and (ii) the payment of an early termination fee in the amount of three months of the then License fee (the "Early Termination Fee") paid to Licensor at the same time the Early Termination Notice is given. The Early Termination Fee



shall be in addition to the normal License fee due for the next three months until the Early Termination Date.

### **3. LICENSE FEE.**

3.1 License fee. Licensee agrees to pay monthly to Licensor, at such place as Licensor may designate, the sum of One Thousand Five Hundred Dollars (\$1,500.00) in lawful money of the United States (the "License fee"), payable in advance on the first day of each month during the term of this License. This monthly license fee is for both the use of the space on the Tower and rack space in the Building. License fee for any period which is for less than one month shall be a prorated portion of the monthly installment herein based upon a thirty day month.

3.2 Five Year Increment License Fee Adjustments. Licensor shall have the right to increase Licensee's monthly license fee every five years, effective on the 5th anniversary of the commencement date, and in five year intervals thereafter, based upon the Consumer Price Index set forth herein. The base for computing the adjustment to Licensee's license fee shall be the Consumer Price Index for All Urban Consumers (1982-84=100) for the Los Angeles-Anaheim-Riverside Area (the "Index") as published by the U.S. Department of Labor, Bureau of Labor Statistics. The Index published for the months of January 2016 and January 2021 shall be used in increasing the existing license fee in effect at that time, in accordance with the percentage increase, if any, between the Index measure at that time and the changes in the Index from the prior five years.

3.3 Late Payments. Licensee acknowledges that late payment by Licensee to Licensor of License fee will cause Licensor to incur costs not contemplated by this License, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs may include, but are not necessarily limited to, processing and accounting charges, charges to prepare notices, and late charges which may be imposed on Licensor by the terms of any master License covering the Property. Therefore, in the event Licensee should fail to pay in full any installment of License fee within ten business days after written notice that payment is past due, Licensee shall pay to Licensor a late charge equal to five percent of such past due sum, not including outstanding licensee fees. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Licensor will incur by reason of late payments by Licensee.

### **4. BUILDING SPACE.**

4.1 The term "Building Space" as used in this License shall mean the rack space within the Building as designated in Exhibit "A" for Licensee to install two standard size communications equipment racks ("Racks"). Prior to leasing any space in the Building immediately adjacent to the Building Space, Licensor shall offer in writing to Licensee the right of first refusal for Licensee's use of such adjacent space for use by Licensee for up to three additional Racks at the then monthly license fee being charged by Licensor for rack space in the Building. Licensee shall have ten business days after receipt of the Licensor's offer in writing to decide whether or not Licensee will license for such additional rack space, in which



event an addendum to this License will be prepared to add the additional rack space to this License.

4.2 The license fee price for the use of the Building space is included in the amount specified as license fee in paragraph 3.01, above.

4.3 In addition to the Tower and Building space, Licensor acknowledges and agrees that Licensee shall be entitled to install a generator and propane tanks on the Property at a location mutually acceptable to Licensor and Licensee.

## **5. EQUIPMENT.**

5.1 Licensee shall be entitled to install the equipment set forth on Exhibit "A" on the Licensed Premises and such additional replacement equipment from time to time as approved by the Licensor, said approval not to be unreasonably withheld, conditioned or delayed.

## **6. ELECTRICAL.**

6.1 Licensee shall have the right to install at Licensee's expense 60 amp/220 service with breaker to its Racks. Licensee shall be responsible for the cost of all electric power and standby power to operate Licensee's equipment, which electric power cost the parties acknowledge is not included in the License fee. At Licensee's sole cost and expense, Licensee shall install a private electricity sub-meter reasonably acceptable to Licensor in order to measure the electricity being used by Licensee. Licensor shall bill Licensee for Licensee's electric usage quarterly, which bill Licensee shall pay within ten business days of receipt. Licensor shall charge Licensee for electricity usage at the same rate that Licensor pays for electricity without markup.

6.2 Licensee shall reimburse Licensor for any actual costs incurred by Licensor, if any, in connection with power supplied or paid for by Licensor with respect to Licensee's equipment. Licensee agrees to reimburse said costs to Licensor within ten business days after billing by Licensor. Any such costs shall be considered additional License fee for all purposes.

## **7. MAINTENANCE.**

### **7.1 By Licensee.**

Licensee shall install and maintain in good repair the equipment installed by Licensee on the Premises. Licensee shall be responsible for the installation, operation, maintenance, repair and use of all of Licensee's equipment. Licensee shall be responsible for maintaining such insurance on Licensee's equipment as Licensee may elect.

### **7.2 By Licensor.**

Licensor shall be responsible to maintain the Tower, the Building, the Property and access to the Premises in good and Licensable condition and repair and in compliance with all



legal requirements including, but not limited to, all FCC, FAA and NHPA requirements. Licensors shall be responsible for maintaining complete insurance on the Tower, the Building and related improvements owned by Licensors, excluding the equipment installed or maintained by Licensee.

## **8. ASSIGNMENT AND SUBLETTING.**

Licensee shall not assign, transfer, mortgage, pledge, hypothecate or encumber any interest under this License or any rights provided herein or related hereto, and shall not sublet or allow use of the Premises, or any part thereof, or any right or privilege thereto, to any other person, without first obtaining the written consent of Licensors, which consent shall not be unreasonably withheld, conditioned or delayed.

## **9. DEFAULT.**

9.1 By Licensee. The occurrence of any one or more of the following events shall constitute a default and breach of this License by Licensee:

(a) The vacating or abandonment of the Premises by Licensee without payment of License fee;

(b) The failure by Licensee to make full payment of License fee or any other payments, charge, penalty, fee, cost, or any other sum required to be paid by Licensee as Additional License fee hereunder, as and when due, where such failure shall continue for a period of ten business days after written notice thereof by Licensors to Licensee;

(c) The failure by Licensee to observe or perform any of the non monetary covenants, conditions or provisions of this License to be observed or performed by the Licensee, other than described in (b) above, where such failure shall continue for a period of thirty days after written notice thereof by Licensors to Licensee, provided, in the event such failure can not reasonably be cured within such thirty day period, Licensee shall have additional time to cure provided Licensee is diligently pursuing such cure;

(d) The making by Licensee of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Licensee of a petition to have Licensee adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Licensee, the same is dismissed within one hundred twenty days); or the appointment of a trustee or a receiver to take possession of substantially all of Licensee's assets located at the Premises, the execution or judicial seizure of substantially all of Licensee's assets located at the Premises or any such seizure of or appointment regarding Licensee's interest in this License, where such seizure or appointment is not discharged in one hundred twenty days.

(e) Assignment or subletting of the Premises by Licensee in violation of Section 8 above.





9.2 By Licensor. Licensor shall be in default under the terms of this License if Licensor fails to perform any of the terms, provisions, covenants, or conditions to be performed (hereinafter "material provisions") or complied with by Licensor pursuant to this License after thirty days written notice from Licensee. If Licensor defaults in the performance of any material provisions of this License and Licensor does not commence to cure such default with a reasonable time, if it can be cured, then Licensee may, at Licensee's option (among all other rights and remedies provided for by law) either terminate this License, seek specific performance of the material provision, or perform the material provision, as Licensor's agent; the full amount of the actual cost or the payment directly related to the performance of the material provision shall immediately be owing by Licensor to Licensee. Licensee may apply to have any such amount(s) owing taken as an offset against License fee or Additional License fee.

## **10. REMEDIES IN DEFAULT.**

10.1 In the event of any default or breach by Licensee which is not cured within any applicable cure period, Licensor may at any time thereafter, in Licensor's sole discretion, and without limiting Licensor in the exercise of any other rights or remedies which Licensor may have by reason of such default or breach:

(a) From time to time, without terminating Licensee's obligations under this License, re-let the Licensed Premises or any part thereof for the account and in the name of Licensee or otherwise, for any such term or terms and conditions as Licensor in its sole but reasonable discretion may deem advisable with the right to make reasonable and non-material alterations and repairs to the Licensed Premises. Licensee shall pay to Licensor, within ten business days following Licensee's receipt of an itemized invoice, all costs and expenses actually incurred by Licensor including, but not limited to, the costs of recovering possession and costs and expenses incurred by Licensor in any re-letting or in making any alterations and repairs, provided such costs and expenses shall be offset by any license fees or other amounts received by Licensor for re-letting the Premises.

(b) Notwithstanding any such re-letting without termination, Licensor may at any time elect to terminate this License for such previous breach provided it has not been cured. Should Licensor at any time terminate this License for any breach, Licensor shall be entitled to recover from Licensee all damages incurred by Licensor by reason of Licensees' default including but not limited to, the cost of recovering possession of the Premises, expenses of re-letting, including any reasonably necessary renovation and alteration of the Premises; reasonable attorney's fees and collection costs.

(c) Maintain Licensee's right to possession, in which case this License shall continue in effect whether or not Licensee shall have abandoned the Premises. In such event Licensor shall be entitled to enforce all of Licensor's rights and remedies under this License, including the right to recover the License fee and any other charges and adjustments as may become due hereunder.

(d) Require Licensee forthwith to remove any or all of Licensee's property and equipment within thirty days, and if Licensee fails to do so, Licensor may remove any such



property and equipment and place such property in storage in a public warehouse at the cost and risk of Licensee.

## **11. EFFECT OF HOLDING OVER.**

11.1 If Licensee should remain in possession of, or continue to utilize the Licensed Premises after the expiration of the License Term, as applicable, without executing a new License, then such continued possession or utilization shall be considered "holding over" as provided for in this section.

11.2 If Licensee holds over after the termination of the Term, the use shall be construed as terminable upon ninety days written notice and shall be subject to the same conditions, provisions, and obligations of this License, except the amount of License fee shall increase to one hundred fifty percent of the License fee during the final full month of the License Term in effect just prior to the holding over.

## **12. LOCKS AND KEYS.**

Licensee agrees and understands that the space Licensed is in a locked facility and that in order to gain access to the facility, Licensee must have key access to open the locks. Licensee agrees that Licensor may change the locks or other security devices at any time, provided Licensor has notified Licensee and provided Licensee with new keys. If Licensor changes the locks Licensor will provide Licensee with eight new keys at no charge; however, if Licensee loses any keys, Licensee agrees to pay for the replacement thereof at the rate of \$10.00 per key. In the event that Licensee or one of its employees, agents or contractors, enters the Premises without properly deactivating and reactivating the security system, and as a result, personnel of any public or private safety or security service are dispatched to the Premises in order to determine whether a true security breach has occurred (a "False Alarm"), Licensee shall reimburse Licensor for all reasonable costs and expenses incurred by Licensor in connection with such False Alarm.

## **13. INDEMNITY AND INSURANCE.**

### **13.1 Indemnification by Licensee.**

(a) Licensee shall indemnify and hold Licensor harmless against and from any claim of liability from personal injury or property damage arising from the use and occupancy of the Premises by Licensee or its employees, invitees or agents, including any damage that might occur should the installation or maintenance of Licensee's equipment cause damage to the Tower or building, or any equipment on the Tower or in the building, owned by Licensor or any other Licensee or tenant utilizing the Tower.

(b) Licensee shall indemnify and hold Licensor harmless from all costs and expenses actually incurred by Licensor and caused directly by any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this agreement.



(c) Should Licensor incur expenses associated with any claims for which indemnity is owed to Licensor as set forth above in this Section, then Licensee shall be responsible for all costs expended (including without limitation, reasonable attorneys' fees). Licensee, upon notice from Licensor and at Licensor's sole option, shall defend the same at Licensee's expense by counsel reasonably satisfactory to Licensor.

### **13.2 Indemnification by Licensor.**

Licensor shall indemnify, defend (at Licensee's option) and hold Licensee and its affiliated corporations, subsidiaries, partnerships, the respective directors, officers, employees, consultants, and agents harmless from and against all claims, losses, liabilities, damages, judgments, liens and other reasonable and necessary costs and expenses (including without limitation, reasonable attorneys' fees whether or not litigation is brought) which may be imposed upon, incurred by or asserted against Licensee by reason of any of the following:

(a) Any misconduct or negligence on the part of Licensor or its agents, employees, contractors; or

(b) Any use of the Licensed Premises by Licensor resulting in an injury, death, or damage to person or property occurring upon, in or about the Property (unless caused by Licensee's negligence or willful misconduct).

### **13.3 Insurance.**

(a) During the Term of this License, Licensee shall maintain general comprehensive liability insurance of no less than One Million Dollars per occurrence naming Licensor as an additional insured. Proof of insurance shall be provided annually upon written request by Licensor by means of delivery of a certificate of insurance and endorsement evidencing the required coverage.

(b) During the Term of this License, Licensor shall maintain general comprehensive liability insurance for the Tower, the Building and the Property in an amount no less than the cost to rebuild the Tower and Building in the event of the total destruction thereof by an event of casualty. Proof of insurance shall be provided annually upon written request by Licensee by means of delivery of a certificate of insurance evidencing such coverage.

## **14. INTERFERENCE.**

14.1 Licensee shall ensure that any radio, television, microwave and other communications antenna or equipment installed on the Tower or the Property by Licensee shall comply with the following, as applicable.

(a) Equipment will be clearly posted with the Licensee's name, address, telephone number, call sign and frequencies(s). A copy of the station license is acceptable for this purpose.



(b) All transmitters will be equipped with protective devices, designed into or externally installed, to prevent unreasonable interference to other users. All transmitters will meet FCC type acceptance criteria.

(c) The re-radiation of intercepted signals from any unprotected transmitter and its associated antenna system will be prevented by the use of band pass filters and isolators.

(d) The direct radiation of out-of-band emissions will be reduced to a level such that they may not be identified as a source of interference as defined in the FCC Rules and Regulations.

14.2 Licensor shall ensure that the Licensor and/or any operator of any radio, television, microwave and other communications antenna or equipment installed on the Tower or the Property after the Commencement Date shall be proscribed from causing unreasonable interference to Licensee's reception or transmission of any signals through the equipment. Licensor shall take all reasonable actions to enforce all non-interference provisions contained in other user Licenses. Licensee shall ensure that the operation of Licensee's equipment shall not unreasonably interfere with communications antenna or equipment installed on the Tower or the Property prior to the Commencement Date.

## **15. EARLY TERMINATION.**

15.1 Licensor recognizes that certain difficulties may arise in establishing Licensee's site and that these difficulties may not be known at the time of execution of this License. Accordingly, Licensee may terminate this License upon ninety days written notice to Licensor, which notice shall establish that by reason of engineering or other technical standards or causes or interference to Licensee's operation or a lack of economic feasibility, due to causes beyond the reasonable control of Licensee and without Licensee's fault or negligence, for the ninety day period and payment of the sum of One Thousand Five Hundred Dollars to cover Licensor's incidental expenses.

15.2 Licensee may terminate this License, upon not less than ninety days notice where destruction or damage to the Licensed Premises prevents its use as intended. Where the destruction or damage is completely covered by insurance and the repair and/or reconstruction of the Premises to substantially the same condition as before will not take longer than ninety days, Licensee shall not be entitled to terminate the License under this provision, but Licensor shall cooperate in temporarily relocating the damaged equipment and abating License fee in proportion to the percentage of the Premises damaged by such event of casualty.

15.3 Licensee may terminate this License upon the taking thereof (by partial condemnation or otherwise) sufficient, in Licensee's reasonable judgment, to adversely affect Licensee's use of its equipment on the Premises.





## **16. ENVIRONMENTAL MATTERS.**

To the best of Licensor's knowledge, there are no Environmental Hazards at the Property. Nothing in this License will be construed or interpreted to require that Licensee remediate any Environmental Hazards located thereon unless Licensee or Licensee's officers, employee, agents or contractors placed the Environmental Hazards at the Property. Licensee will not bring to, or transport across the Property, or dispose thereon, any Environmental Hazards in excess of levels permitted by applicable environmental laws. Licensee's use of any approved substances constituting Environmental Hazards must comply with all applicable laws, ordinances and regulations governing such use. The term "Environmental Hazards" means hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl, petroleum or other hydrocarbons (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term "hazardous substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and any regulations promulgated pursuant thereto; the term "hazardous wastes", as in the Resource Conservation and Recovery Act, and any regulations promulgated pursuant thereto; and, the term "pollutants", as defined in the Clean Water Act, and any regulations promulgated pursuant thereto.

## **17. RIGHT OF FIRST REFUSAL ON TOWER TOP.**

Prior to Licensor leasing the top 75 feet on the Tower or any portion thereof (the "Tower Top Space") to anyone other than Licensee, Licensor shall first in writing offer to License the Tower Top Space to Licensee for the same license fee and upon the same terms that Licensor proposes to enter into a License of the Tower Top Space with a third party. Licensee shall have ten business days after receipt of this writing to decide whether or not Licensee will License the Tower Top Space on the terms set forth in the Licensor's writing. If Licensee decides to License the Tower Top Space pursuant to this Section 17, an addendum shall be prepared to this License consistent with such terms. If Licensee does not accept the terms set forth in the Licensor's writing, for a period of six months thereafter, Licensor shall be free to enter into a License for the Top Tower Space with any third party on the terms set forth in the Licensor's writing, or for terms more favorable to the Licensor. After six (6) months from giving Licensee the right of first refusal, or before entering into a License for the Top Tower Space on terms less favorable to the Licensor than set forth in the Licensor's writing to Licensee, Licensor shall again give Licensee a new writing offering Licensee the right of first refusal to accept the terms in any new offer to lease Tower Top Space.

## **18. GENERAL PROVISIONS.**

**18.1 Gender.** Whenever the singular number is used in this License and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and word "person" shall include corporation, firm, partnership, association or any other entity.

**18.2 Cumulative Remedies.** The various rights and remedies reserved to Licensor herein, including those not specifically described herein, shall be cumulative, and, said party may pursue any or all of such rights and remedies, whether at the same time or otherwise.



18.3 Amendments Must Be In Writing. No provision of this License may be amended, modified or added to except by an instrument in writing expressly and specifically referring to the provisions to be modified or amended and signed by all the parties hereto or their respective successors in interest.

18.4 Remainder Valid. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and be enforced to the fullest extent permitted by law.

18.5 Not Construed Against Preparer. In construing or interpreting this License, a court or competent jurisdiction shall not apply any presumption that this License, or any provision herein should be construed against the interest of any party hereto on the ground that such party or its agent prepared this License, it being agreed by the parties hereto that the agents of each of the parties hereto approved and are jointly responsible for the preparation of this License.

18.6 Waiver. The waiver by Licensor or Licensee of any breach of any term, requirement, or condition shall not be deemed or interpreted to be or act as a waiver of any subsequent breach of the same or any other term, requirement, or condition herein contained or related hereto. Said party's silence or acquiescence in any breach of any term, requirement, or condition shall not operate or be deemed to be a waiver of any such term, requirement or condition. In order for a waiver to be valid as to said party said waiver must be in writing and signed by said party and specifically delineating the matter to be waived.

18.7 Binding on Heirs. The terms and provisions of this License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, except as otherwise provided herein.

18.8 Choice of Law. This License shall be governed by the law of the State of California.

18.9 Venue. Any actions or proceedings with respect to any matters arising under or growing out of this License shall be instituted and prosecuted only in courts located in the County of Orange, State of California.

18.10 Attorney's Fees/Collection Charges. In the event of any action or proceeding brought by either party against the other which is in any way connected with this License, the prevailing party shall be entitled to recover for all the fees of its attorneys in such action or proceedings including costs of appeal, if any, and such costs and fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.



18.11 Authority of Corporation. If any party hereto is a corporation, each individual executing this License on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this License on behalf of said corporation, in accordance with the bylaws of said corporation and that this License is binding upon said corporation. If any party hereto is a partnership or limited liability company, each individual executing this License on behalf of said partnership or limited liability company represents and warrants that he is fully authorized to execute and deliver this License on behalf of said partnership or limited liability company and that the License is binding upon said partnership or limited liability company.

18.12 Interpretation. Any rights, options, privileges or other benefits given to Licensor in this License shall not be construed or interpreted to give the other party any of the same or similar rights, options, privileges or benefits. The other party shall have only such rights, options, privileges or other benefits as are (a) clearly delineated herein; and (b) are specifically granted to them hereunder.

18.13 Place of Payment. All monies required to be paid by the parties hereunder shall be paid in full to Licensor in lawful money of the United States of America at such place as said party may designate without deduction, offset, claim, prior notice, or demand.

18.14 Counterparts. This License may be executed in counterparts, any of which shall be fully enforceable but all of which construed and taken together shall constitute one (1) original License.

18.15 Notices. Unless otherwise provided herein, all notices, statements, demands, requests, consents, approvals, authorizations, offers, Licenses, appointments, designations, or communication under this License by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight express courier and addressed as follows:

To Licensee:

KJLA LLC  
2323 Corinth Avenue  
Los Angeles, CA 90065

To Licensor (addressed to said party) at:

1370 Adams Avenue  
Costa Mesa, CA 92626

Notices shall be deemed given, on the fifth day following the date of mailing, if served by mail. Either party may change such address where notice is to be given by sending the other party notice of such change in accordance with this notice provision.



The parties hereto have executed this License at the place and on the dates specified immediately adjacent to their respective signatures.

Licensee:

KJLA LLC

By: \_\_\_\_\_  
Francis Wilkinson, \_\_\_\_\_

Executed at: \_\_\_\_\_

Date: \_\_\_\_\_

Licensor:

Coast Community College District

By: \_\_\_\_\_  
Jerry Patterson, President of the Board  
of Trustees

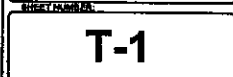
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## **EXHIBIT A**





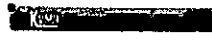
PROJECT DESCRIPTION

T-1	TITLE SHEET
A-1	SITE PLAN
A-2	EQUIPMENT ROOM LAYOUT,
A-3	EQUIPMENT PLAN AND ANTENNA LAYOUT
A-4	ELEVATION
A-5	ELEVATION

SHEET INDEX


STUDY OF THE EFFECTS OF THE 1997-1998 EL NIÑO ON THE RAINFALL AND TEMPERATURE IN THE TROPICAL AMERICAS






3RD CHARTERED 1857  
LA HABRA HEIGHTS, CA 91748

PLANS PREPARED BY:



WIRELESS SYSTEMS  
100 CALIFORNIA AVENUE  
COSTA MESA, CA 92626

CONSULTING GROUP:



WIRELESS SYSTEMS  
100 CALIFORNIA AVENUE  
COSTA MESA, CA 92626

SITE INFORMATION:

**LA HABRA HEIGHTS**

16711 SHULINE DRIVE  
LA HABRA HEIGHTS, CA 91748

CD REVISIONS:

NO.	DATE	DESCRIPTION	BY
0	11/28/10	2D'S	JW

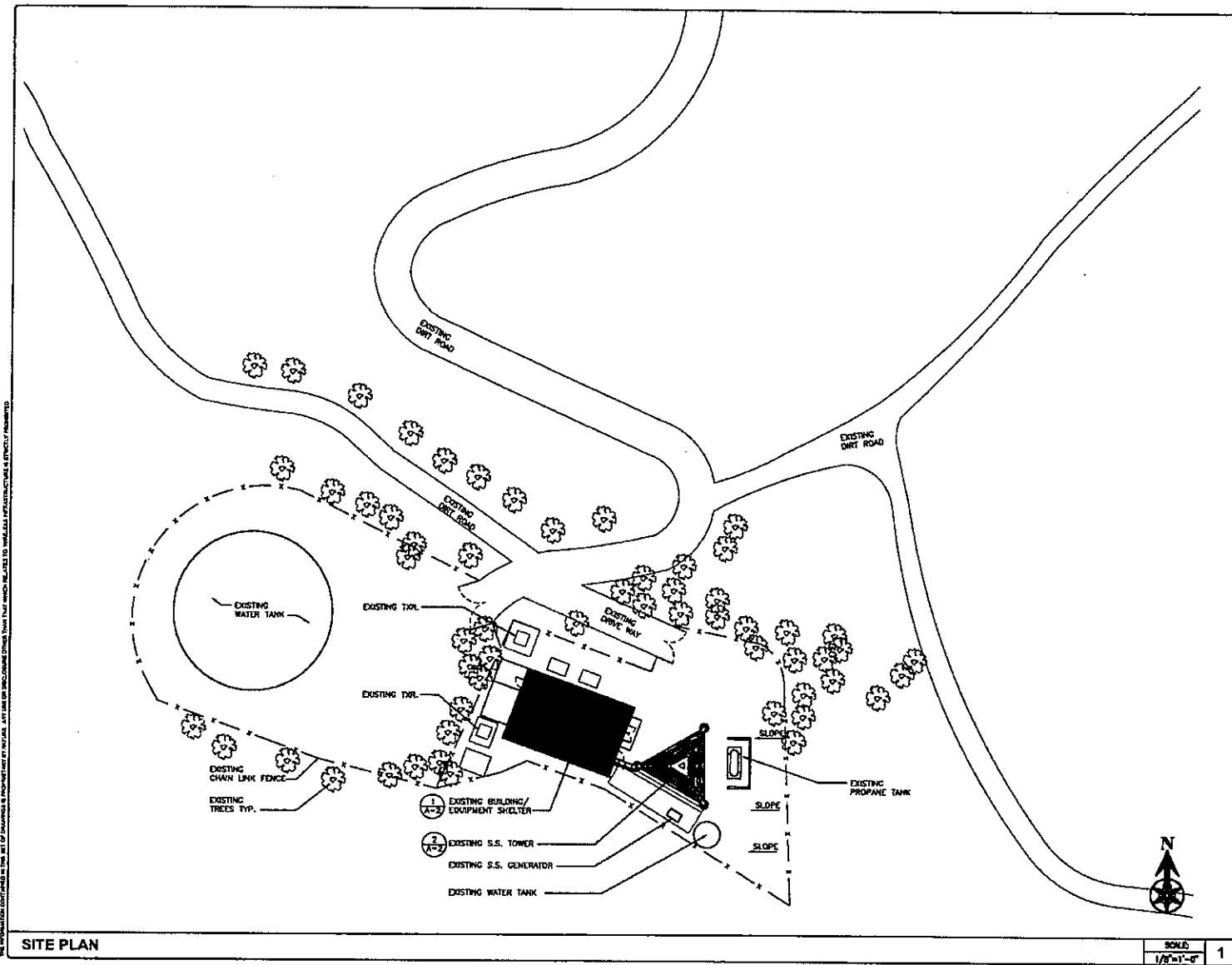
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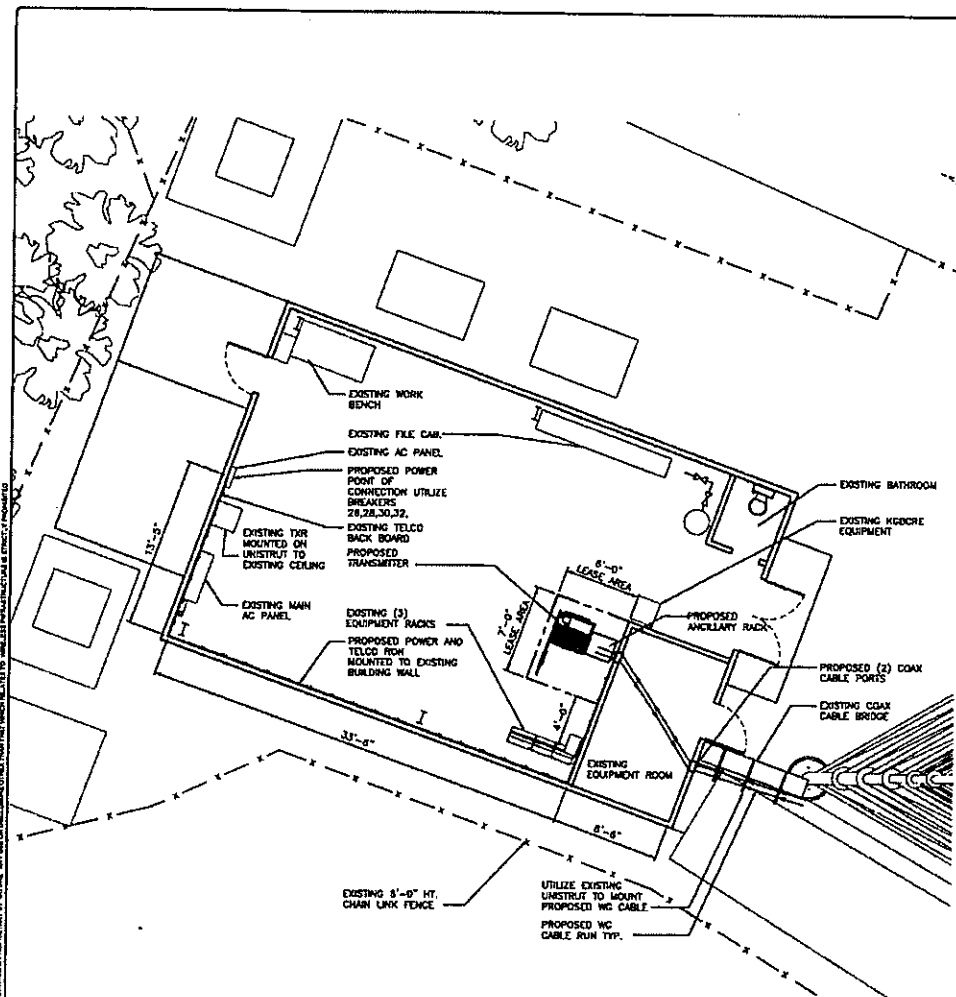
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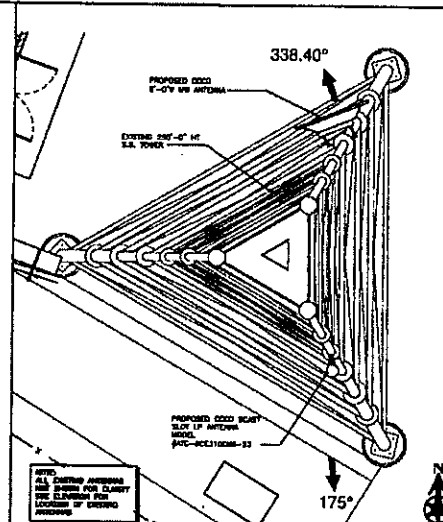
**A-1**







### EQUIPMENT ROOM LAYOUT AND EQUIPMENT PLAN



## ANTENNA LAYOUT

SCALE:

1	2
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[illegible]

REAL: PROPRIETARY INFORMATION

**EQUIPMENT ROOM  
LAYOUT,  
EQUIPMENT PLAN AND  
ANTENNA LAYOUT**

ALERT NUMBER:

**A-2**

SCALE:  
3/8"=1'-0"

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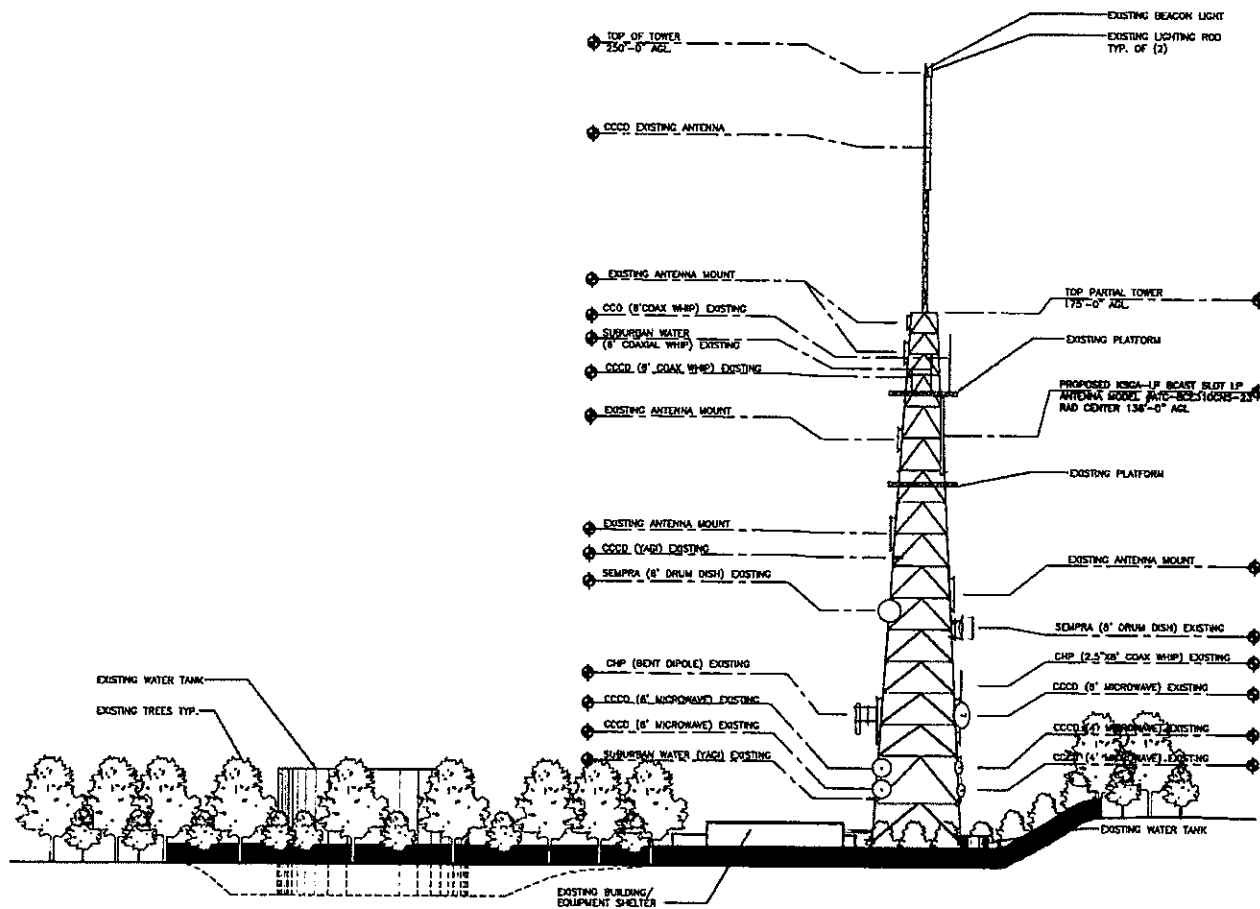
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SCALE	
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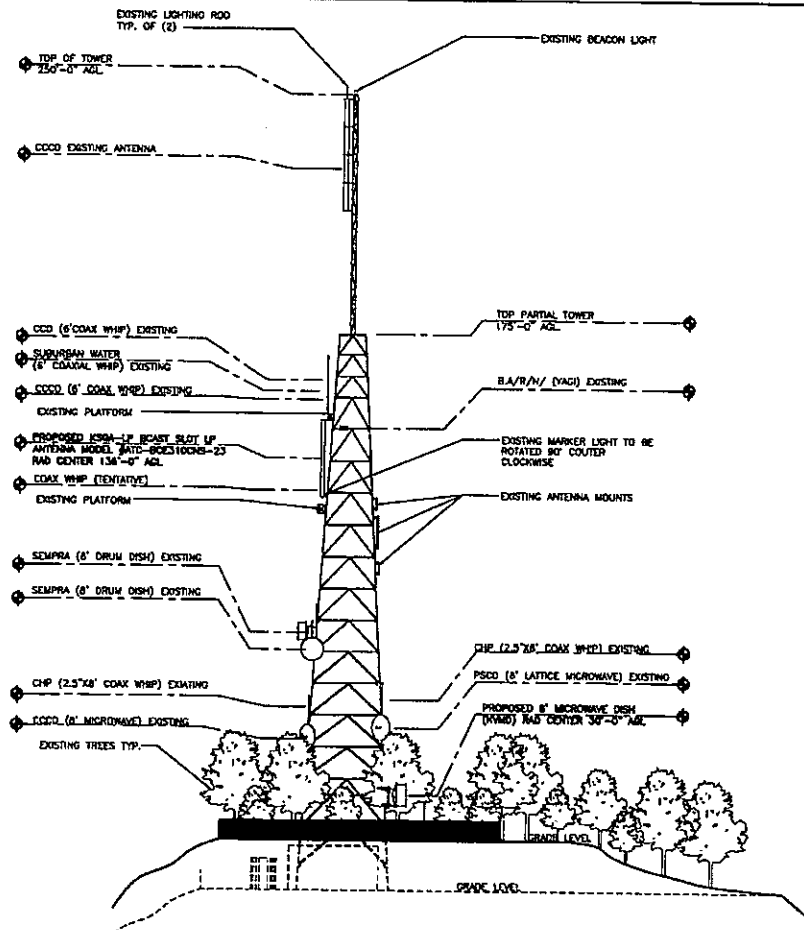




① SOUTH ELEVATION  
SCALE: 1/16"=1'-0"

<p>7000 CANTONMENT RD. #100 LAGUNA BEACH, CA 92653</p>																																															
<p>PLANS PREPARED BY:</p> <p><b>WILSON</b> ENGINEERS 18711 SKYLINE DRIVE LA HABRA HEIGHTS, CA 91745</p>																																															
<p>CONSULTING GROUP:</p> <p><b>WILSON</b> ENGINEERS 18711 SKYLINE DRIVE LA HABRA HEIGHTS, CA 91745</p>																																															
<p>SITE INFORMATION:</p> <p><b>LA HABRA HEIGHTS</b> 18711 SKYLINE DRIVE LA HABRA HEIGHTS, CA 91745</p>																																															
<p>CD REVISIONS:</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11/28/10</td> <td>2D'S</td> <td>JR</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				NO.	DATE	DESCRIPTION	BY	1	11/28/10	2D'S	JR																																				
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<p>ELEVATION</p>																																															
<p>Sheet Number:</p> <p><b>A-3</b></p>																																															





① EAST ELEVATION  
SCALE: 1/16"=1'-0"

2010 CALIFORNIA STATE MAP  
LA HABRA HEIGHTS, CA 91745

PLANS PREPARED BY:  
**WILLIS**  
ENGINEERING  
CONSULTING GROUP

2010 CALIFORNIA STATE MAP  
LA HABRA HEIGHTS, CA 91745

LA HABRA HEIGHTS  
18711 SKYLINE DRIVE  
LA HABRA HEIGHTS, CA 91745

CD REVISIONS:

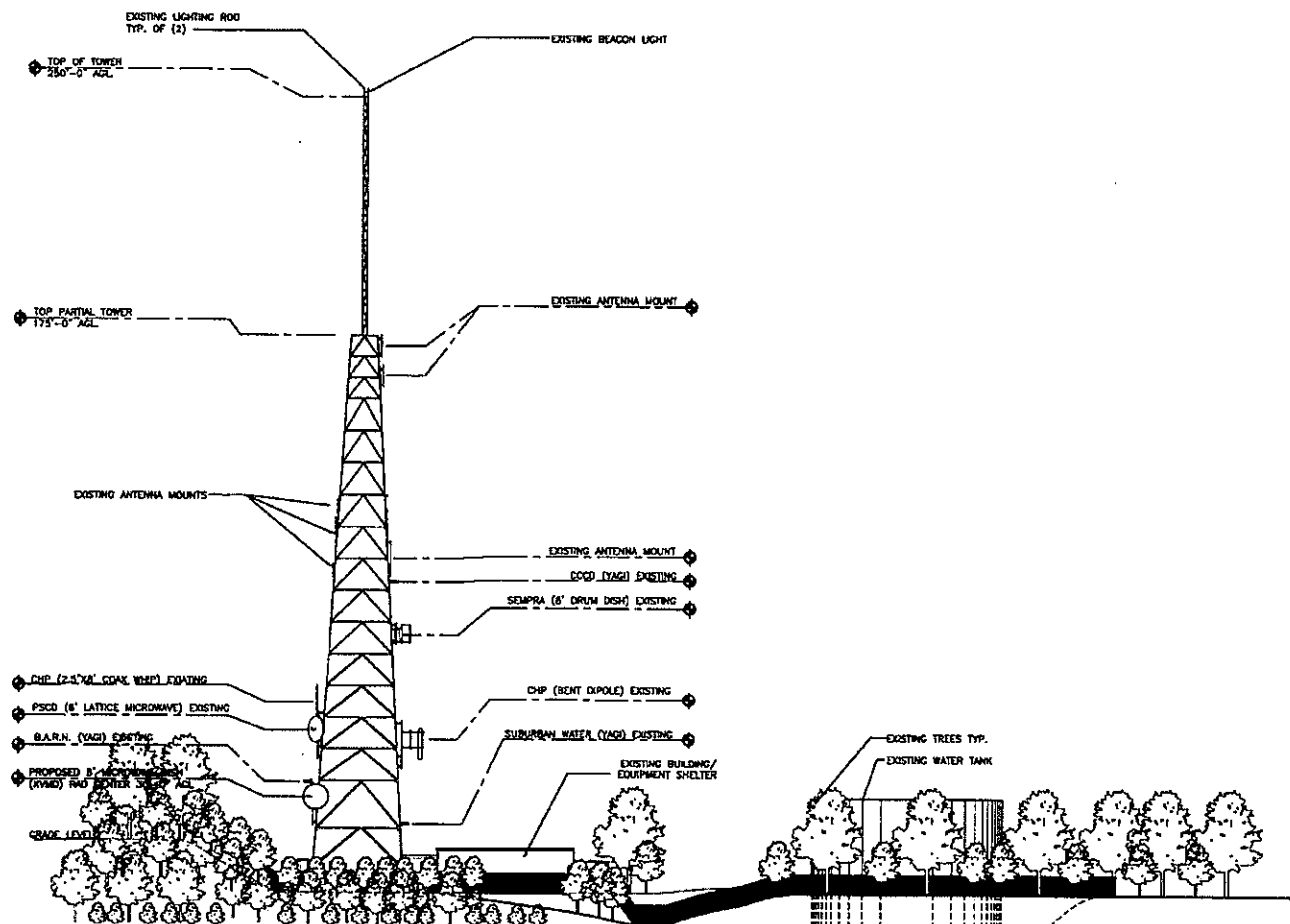
NO.	DATE	DESCRIPTION	BY
0	11/26/10	20'S	JR

PROPRIETARY INFORMATION

ELEVATION

A-4





① NORTH ELEVATION  
SCALE: 1/16"=1'-0"



19007 CANTERBURY DRIVE 100  
LAKELAND, FLORIDA 33907

PLANS PREPARED BY:



**CONSULTING GROUP:**



SITE INFORMATION:

**LA HABRA  
HEIGHTS**

18711 SKYLINE DRIVE  
LA HABRA HEIGHTS, CA 91743

CD REVISIONS:

[illegible]

REAL: \_\_\_\_\_  
 PROPRIETARY INFORMATION

**SHEET TITLE**

### ELEVATION

005487-2

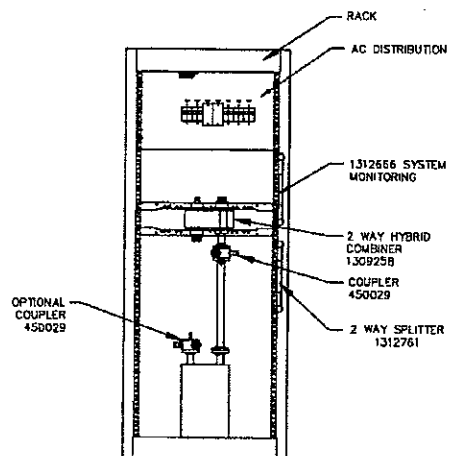
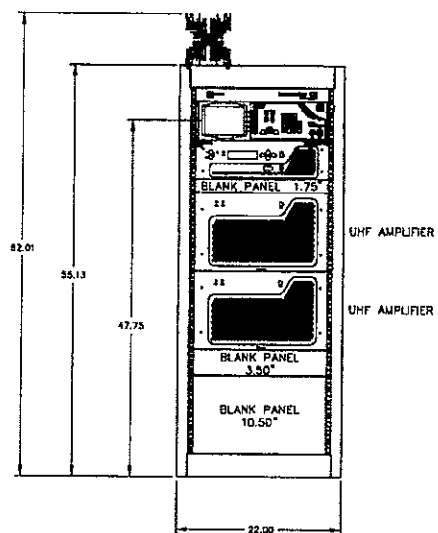
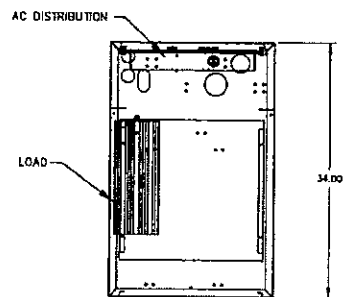
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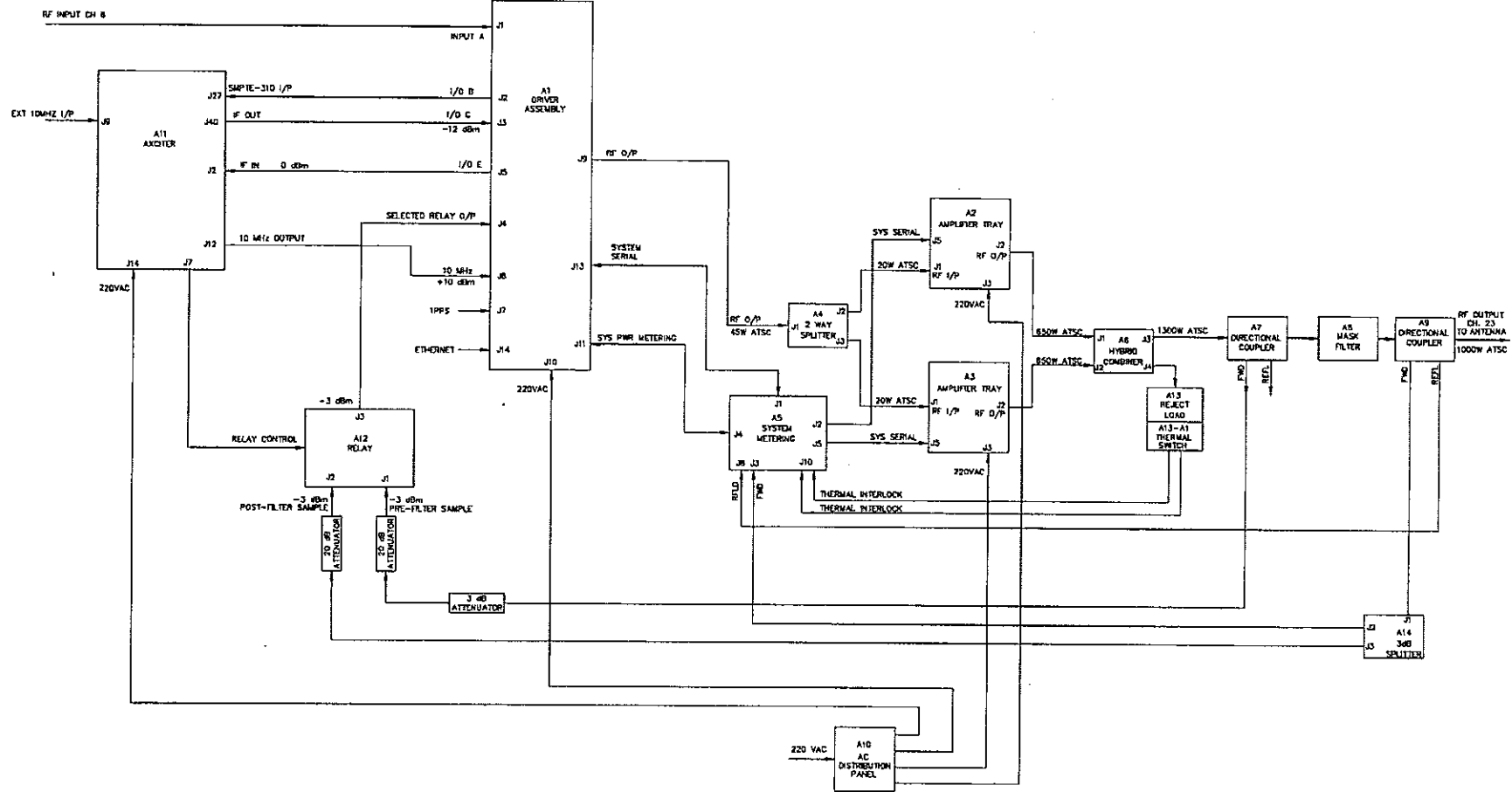






		<small>THIS PRINT IS THE PROPERTY OF AXCERA. IT SHALL NOT BE COPIED WITHOUT PERMISSION.</small>		<small>REV</small> <small>ECO</small> <small>DATE</small> <small>APV</small>	
		<small>TITLE</small> RACKING PLAN, CU1000BRO W/AXCITER, ALABAMA BID		<small>BY</small>	
<small>MATERIAL</small>		<small>DWG. NO.</small> 1315274		<small>REV</small> AA	
<small>FINISH</small>		<small>CHK</small>		<small>REL</small>	
<small>SCALE</small>		<small>SHEET</small> 1 OF 1			





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		TITLE SIGNAL FLOW BLOCK DIAGRAM, CU1000BRO W/AXCITER, ALABAMA BID	
MATERIAL _____		DWG. NO. 1315274	
FINISH _____		DESIGNED BY SAK 11/17/10	
_____		CHECKED BY _____	
_____		SCALE 1:1	
_____		SHEET 2 OF 3	



**COAST COMMUNITY COLLEGE DISTRICT  
INTERIM EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Coast Community College District ("District") and **William F. Kerwin** ("Administrator") hereby enter into this Interim 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 as Interim **Dean, Counseling & Special 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 the duties, and accepts the responsibilities, of the position which may be delegated or assigned to Administrator by the Chancellor or the Board of Trustees.

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing on **3/1/11**, and ending on the day prior to the commencement of employment of the successor to this position, or on **8/31/11**, whichever is earlier. This Agreement is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*.

6. **Salary.** Administrator shall be placed on the Academic Management Salary Schedule **DD**, step **5**, range **32** (\$10,005.83/month).

7. **Health and Welfare Benefits.** District shall provide Administrator with all health and welfare benefits that are granted to other District administrators.

8. **Expenses.** District shall reimburse Administrator for expenses incurred while performing official duties, pursuant to law and District policy.

9. **Evaluation.** Administrator shall be evaluated during the term of this Agreement, following procedures determined by the Chancellor and the Board of Trustees.

10. **Termination of Agreement.** The Agreement may be terminated by either Party without cause by providing the other Party with 30 days written notice.

11. **Prior Position.** If Administrator was employed by the District immediately prior to the commencement of this Agreement, then Administrator shall return to the prior position, upon termination or expiration of this Agreement.

12. **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.

13. **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.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

**ADDENDUM NO. 2**  
**TO THE AGREEMENT FOR**  
**CONSTRUCTION MANAGEMENT SERVICES**  
**BETWEEN URS CORPORATION**  
**AND**  
**COAST COMMUNITY COLLEGE DISTRICT**  
**Golden West College Learning Resource Center**

The Construction Management Services Agreement ("Agreement"), approved by the Coast Community College District Board of Trustees on January 17, 2007 between the Coast Community College District and URS Corporation, is hereby amended as follows:

1. URS Corporation's total compensation for services shall be amended as follows:

This Addendum covers extended time and material costs incurred by URS due to project delays for the period May 1, 2010 through December 31, 2010.

Contract carryover balance as of	April 30, 2010:	-\$ 27,489.17
	May-2010	\$ 73,689.64
	June-2010	\$ 84,782.33
	July-2010	\$ 83,644.35
	August-2010	\$ 97,179.61
	September-2010	\$101,512.43
	October-2010	\$ 89,670.07
	November-2010	-\$ 30,258.45(URS credit)
	<u>December-2010</u>	<u>\$ 66,282.00</u>

**Total Amount Due URS for Services 5/1/10 through 12/31/10: \$539,012.81**

URS Corporation acknowledges that payments made by District to URS under this Addendum No. 2, Paragraph 1 are for services performed by URS on the project through December 31, 2010. URS expressly releases any and all claims against District that it might otherwise assert for all services performed by URS through December 31, 2010.

2. Future monthly billing through project completion: URS will invoice District for future monthly billings at amounts not to exceed the monthly amounts set forth below:

URS Future Project Staffing Plan Costs:

January-2011	NTE \$69,940.00
February-2011	NTE \$65,648.00
March-2011	NTE \$54,408.00
April-2011	NTE \$40,928.00

3. In summary, the total URS contract compensation is hereby amended as follows:

Amount for period 5/01/10-12/31/10: \$539,012.81

Projected Future Costs Through Project Completion: NTE \$230,924.00

Previous Contract Amount: \$ 2,076,045.00

**New Total Contract Amount NTE: \$ 2,845,981.81**

4. Should URS costs increase due to circumstances beyond the Parties control, the Parties shall negotiate a further addendum to this Agreement.

All other provisions of the Agreement shall remain in full force and effect and shall not be changed by this Addendum. This Addendum shall be effective on the date of approval by the Board of Trustees of the Coast Community College District.

COAST COMMUNITY COLLEGE DISTRICT

URS CORPORATION

A Public Educational Agency

\_\_\_\_\_  
Jerry Patterson

President, Board of Trustees

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_

Addendum Board Date: February 16, 2011