# AGENDA

## Coast Community College District Regular Meeting of the Board of Trustees Date: Wednesday, September 21, 2011 5:00 p.m. Closed Session, 6:30 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)) Public Employment materials are available upon request from the Board of Trustees Office

- 1. Faculty Special Assignments
- 2. Substitute Faculty
- 3. Full-time Faculty
- 4. Part-time Faculty
- 5. Educational Administrators Interim, Vice Chancellor Educational Services
- 6. Classified Management
- 7. Classified Staff Sys/Network Analyst II Payroll Technician

8. Reclassification and Reorganization/Reassignment

- 9. **Classified Temporary Assignments** Campus Hr Analyst Special Assignment Info Syst Tech II Clerk Sr Syst/Network Analyst II **Special Assignment** Staff Aide Staff Assistant Admin Assistant to VP Special Assignment Staff Assistant Coordinator of Community Service Special Assignment Lead Mechanic Application Project Coordinator Special Assignment
- 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)

Damian Rodriguez vs. George Phan et al., Orange County Superior Court Case No, 30-2011-00445563

FM & Sons, Inc. vs. Coast Community College District, Orange County Superior Court Case No. 30-2011-00451209

- Coast Federation of Educators vs. Coast Community College District, Public Employment Relations Board Case No. LA-CE-5578-E
- Janet Redding vs. Coastline Community College et al., Orange County Superior Court Case No. 30-2011-00479488
- Coast Community College Association vs. Coast Community College District, PERB Case #LA-CE-5436-E
- William Miles vs. Golden West College et al., Orange County Superior Court Case No. 30-2011-00504551
- Coast Community College District vs. Anthony Trejo, Orange County Superior Court Case No.

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

Potential Litigation with Contractors at Orange Coast College

1.04.04 Conference with Legal Counsel (Pursuant to sub-section "c" of Section 54956.9 of the Government Code) Potential Initiation of Litigation: One Case

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

1.04.06 Conference with Labor Negotiator (Pursuant to Government Code Section 54957.6) Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor of Human Resources

#### Employee Organizations:

Coast Federation of Classified Employees(CFCE),

Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA),

Coast Federation of Educators/American Federation of Teachers (CFE/AFT) Unrepresented Employees: Association of Confidential Employees (ACE), Unrepresented Employees: Coast District Management Association(CDMA), Educational Administrators

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

### 1.06 Pledge of Allegiance - Trustee Mary Hornbuckle

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

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

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

The Board requests that the public speak on matters which are on this agenda at the time that the item is considered by the Board. Public Comment regarding matters not on the Agenda will be taken at a later point in the Agenda. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the <u>Brown Act</u>. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.

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

### 2.00 General Information and Reports

- 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 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 Quarterly Financial Status Report

Matters for Review, Discussion and/ or Action

- 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), Association of Community College League (CCLC), and California Community College Trustees (CCCT)
  - 3.03 The Board Directives Log
  - 3.04 Building and Grounds Reports

### CONSENT

- 4.00 Travel
  - 4.01 DIS Authorization for Attendance at Meetings and/or Conferences
- 5.00 Curriculum Approval

5.01 DIS - Curriculum Approval

- 6.00 Authorization for Student Trips
  - 6.01 GWC Student Trips
  - 6.02 OCC Student Trips
- 7.00 Authorization for Special Projects
  - 7.01 GWC Special Projects
  - 7.02 CCC Special Projects
  - 7.03 OCC Special Projects
  - 7.04 DIS Special Projects
- 8.00 Authorization for Disposal of Surplus

8.01 Disposal of Surplus

9.00 Authorization to Enter Into Standard Telecourse Agreements

9.01 CCC - Authorization to Enter Into Standard Telecourse Agreements

**10.00** Approval of Clinical Contracts

- 10.01 GWC Clinical Contracts
- 10.02 OCC Clinical Contracts
- 11.00 Approval of Standard Agreements

11.01 GWC - Approval of Standard Agreements

11.02 CCC - Approval of Standard Agreements

11.03 OCC - Approval of Standard Agreements

11.04 DIS - Approval of Standard Agreements

- 12.00 Authorization for Purchase of Institutional Memberships
   12.01 GWC Institutional Memberships
   12.02 DIS Institutional Memberships
- 13.00 Authorization for Community Activities13.01 GWC Community Activities
- 14.00 Personnel Items

14.01 DIS - Personnel Items

15.00 Authorization for Independent Contractors

15.01 GWC - Independent Contractors

15.02 CCC - Independent Contractors

15.03 DIS - Independent Contractors

15.04 OCC - Independent Contractors

- 16.00 Authorization for Staff Development
  16.01 GWC Staff Development
  16.02 OCC Staff Development
- 17.00 Approval of Purchase Orders 17.01 DIS - Purchase Orders
- 18.00 Ratification/ Approval of Checks18.01 DIS Ratification/Approval of Checks
- 19.00 Check List for General Obligation Bond Fund

19.01 DIS - Check List for General Obligation Fund

**DISCUSSION CALENDAR** 

- 20.00 Approval of Agreements
  - 20.01 CCC Approve Agreement between Mile Square Golf Course and the Coast Community College District for Catering and Banquet Facilities
  - 20.02 OCC Approve Agreement between the Research Chefs' Association and the Coast Community College District for the Purpose of Teaching an Online Culinology Workshop Offered by Orange Coast College
  - 20.03 CCC Approve Agreement between the Garden Grove Unified School District and the Coast Community College District for the Function Space for the May 12, 2012 Graduation Ceremony
  - 20.04 OCC Approve Non-Standard Agreement between City of Costa Mesa and the Coast Community College District for the Purpose of Utilizing the Multi-Purpose Room at the Costa Mesa Downtown Recreational Facility for the Orange Coast College Community Education Ballroom Dancing Class
  - 20.05 DIS Approval of Agreement between Healthfax and the Coast Community College District
  - 20.06 DIS Approval of Interim Educational Administrator Employment
- 21.00 Buildings and Grounds Approvals
  - 21.01 DIS Approve Change Order No. 1; Orange Coast College Classroom Modernization Project; Bid No. 1995
- 22.00 General Items of Business
  - 22.01 DIS Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreement for Contractor Services
  - 22.02 DIS Nomination of Trustee Mary Hornbuckle to Serve on the Advisory Committee on Education Services (ACES)
- 23.00 Resolutions
  - 23.01 Resolution #11-39 in Support of Purchasing Items from Firms that are Based in the United States and Who Employ Staff Within Our Borders
  - 23.02 Resolution #11-40 Authorizing Payment to Trustee Absent from Board Meeting
- 24.00 Approval of Minutes
  - 24.01 Approval of Minutes

## **Close of Meeting**

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- 25.00 25.01 Public Comment (Items not on Agenda)
  - 25.02 Adjournment

### CCCD Agenda 09/21/11

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PRELIMINARY MATTERS (White Pages)

## Wednesday, September 21, 2011 Regular Meeting

## **1. Preliminary Matters**

Subject	1.01 - 1.08 Preliminary Matters
Meeting	Sep 21, 2011 - Regular Meeting
Category	1. Preliminary Matters
Access	Public
Туре	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** 

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

1.06 Pledge of Allegiance - Trustee Mary Hornbuckle

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session - Items on Agenda)

# GENERAL INFORMATION AND REPORTS (White Pages)

## 2. Informative Reports

Subject	2.01 - 2.08 Informative Reports
Meeting	Sep 21, 2011 - Regular Meeting
Category	2. Informative Reports
Access	Public
Туре	Informative Reports

## 2.01 Report from the Chancellor

Dr. Andrew Jones

## 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

Tarez Henderson, Coastline Community College Dale Lendrum, Golden West College Catherine Tran, Orange Coast College

## 2.04 Reports from the Academic Senate Presidents

Margaret Lovig, 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 Oja, 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 Joe Venegas III

## 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

Personnel Committee Meeting, September 27, 2011 at 1:00 p.m. Board of Trustees' Conference Room Land Development Committee Meeting, September 27, 2011 at 9:00 a.m., Board of Trustees' Conference Room

Audit and Budget Committee Meeting, October 12, 2011 at 3:00 p.m., Board of Trustees' Conference Room Career Technical Education Committee Meeting, October 26, 2011 at 9:00 a.m. Board of Trustees' Conference Room

### 2.08 Quarterly Financial Status Report

Section 58310 of Title 5 of the *California Code of Regulations* require that the District file a Quarterly Financial Status Report (Form CCFS-311Q) with the State Chancellor's office each quarter. Attached to each trustee's agenda is the Fourth Quarter Financial Status Report ending June 30, 2011 (See Attachment #1). The report contains the CCFS-311Q State Chancellor's Report, a General Fund Financial Status Report and Fund Balance Report for all funds.

Fiscal impact: No fiscal impact.

File Attachments 10-11 4th Qtr CCFS311Q.pdf (298.KB)

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

Subject	3.01 - 3.04 Matters for Review, Discussion and/or Action
Meeting	Sep 21, 2011 - Regular Meeting
Category	3. Matters for Review, Discussion and/or Action
Access	Public
Туре	Matters for Review, Discussion and/or Action

### 3.01 Board Meeting Dates

October 5, 2011 - Regular Meeting October 19, 2011 - Regular Meeting/Study Session November 2, 2011 - Regular Meeting November 16, 2011 - Regular Meeting December 14, 2011 - Organizational Meeting January 18, 2012 - Regular Meeting February 1, 2012 - Regular Meeting February 15, 2012 - Regular Meeting March 7, 2012 - Regular Meeting March 21, 2012 - Regular Meeting/Study Session April 4, 2012 - Regular Meeting April 18, 2012 -Service Awards Meeting May 2, 2012 - Regular Meeting May 16, 2012 - Regular Meeting June 20, 2012 - Regular Meeting also including a Budget Study Session July 18, 2012 - Regular Meeting August 1, 2012 - Regular Meeting/Study Session August 15, 2012 - Regular Meeting September 5, 2012 - Regular Meeting September 19, 2012 - Regular Meeting October 3, 2012 - Regular Meeting October 17, 2012 - Regular Meeting/Study Session November 7, 2012 - Regular Meeting November 21, 2012 - Regular Meeting December 12, 2012 - Regular 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)

September 16-17, 2011, Sacramento, CA, CCCT Board Meeting October 12-15, 2011 Dallas, TX, ACCT Annual Leadership Congress November 10-12, 2011, Tampa, FL, ACCT Government Leadership Institute on Diversity November 17-19, 2011 San Jose, CA, CCLC, Annual Convention and Partner Conferences, and CCCT Board Meeting January 27-29, 2012, Sacramento, CA, CCLC Effective Trusteeship Workshop January 28, 2012, Sacramento, CA, CCLC Board Chair Workshop and CCCT Board Meeting January 29-30, 2012, Sacramento, CA, CCLC Annual Legislative Summit February 13-16, 2012, Washington, DC, ACCT National Legislative Summit April 13, 2012, Sacramento, CA, CCCT Board Meeting April 21-24, 2012, Orlando, FL, AACC Annual Convention May 4-6, 2012, San Diego, CA, CCLC Annual Trustees' Conference June 15-16, 2012, Sacramento, CA, CCCT Board Meeting

## 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

## Golden West College Learning Resource Center

Architect: Steinberg Group Construction Manager: URS DSA Approval: March 2008 Construction Start: July 2008 Est. Completion: August 2011 Funding Source: Measure C General Obligation Bond

**Project Status:** The campus has taken occupancy of the new building and feedback from faculty, staff, and students has been positive. As is typical in new buildings, minor fine tuning is ongoing. The project team continues to work on finalizing construction contracts and will be recommending the filing of Notices of Completion/Release of Retention as these contractor discussions are completed.

## **Coastline College Newport Beach Learning Center**

Architect: LPA Architecture Construction Manager: CW Driver DSA Approval (Phase II: Building Construction): May 2011 Est. Construction Start: August 2010 (Phase I: Site Preparation) Est. Completion: October 2012 Funding: Measure C General Obligation Bond

**Project Status:** The north side of the building is beginning to take shape as the concrete walls are being poured. This week will mark the fourth wall pour (it is anticipated to take 30 total pours for the building). Construction activities for the next several months will largely include, installation of steel rebar, construction of concrete formwork for walls/columns, and the pouring of concrete walls. Once the concrete cures to its full "design strength" (approximately 20 days) formwork will be stripped and the process started again in the next section.

## Orange Coast College Classroom Refurbishment

Architect: Dougherty + Dougherty Architects Construction Manager: UCMI Construction Start: June 6, 2012 Scheduled Completion: August 15, 2012 Funding: Measure C General Obligation Bond

This project is completed. A deductive change order for the unused allowances is recommended for approval

on this Board agenda which will conclude this contract.

### Orange Coast College Athletic Support/Baseball Entry Complex

Architect: Stern Architects Construction Manager: Orange Coast College/District Construction Start: June 9, 2012 Scheduled Completion: November 6, 2012 Funding: Foundation & Measure C General Obligation Bond

The exterior masonry walls and "rough-in" plumbing have been completed, work on the roof is ongoing, and site work (e.g. hardscape, permanent fencing, and landscape) is underway. This project remains ahead of the scheduled completion date.

File Attachments 9-21-11 Meeting.pdf (65 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.

## 4. Travel

Subject	4.01 DIS - Authorization for Attendance at Meetings and/or Conferences
Meeting	Sep 21, 2011 - Regular Meeting
Category	4. Travel
Access	Public
Туре	Consent

### (1) Meetings for the Board of Trustees

Conrad J Moreno, Board Member (CCCD), to attend the Community College League of California Annual Convention & Partner Conferences and California Community College Trustee (CCCT) Board Meeting, November 16-20, 2011, San Jose, CA, with reimbursement for actual expenses, including a registration fee of \$500, to be paid from District Conference Funds.

### (2) Meetings for Faculty and Staff

Loretta P Adrian, President (CCC), to attend the Strengthening Student Success Conference, October 11-14, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1370, including a registration fee of \$375, travel by Air Coach, to be paid from College Support.

Mitchell A Alves, Instructor (OCC), to attend the 37th Annual Conference American Mathematical Association of Two-Year Colleges, November 9 - 13, 2011, Austin, TX, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$470, to be paid from CFCE Contract Full Time Conference Funds.

Cristina M Arellano, EOPS/CARE Outreach Tech (CCC), to attend the 2011-12 Extended Opportunity Programs & Services Annual Conference, October 10-12, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$250, to be paid from Classified Professional Development Funds.

Angela L Bell, EEO/Recruitment Coordinator (CCCD), to attend the Association of Chief Human Resources Officers (ACHRO)/EEO Fall Training Instritute, October 18-21, 2011, Cathedral City, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$75, to be paid from Diversity/EEO.

Joyce L Bishop, Instructor (GWC), to attend the ACCJC Retreat on Assessment Essentials, September 23, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$485, to be paid from AFT Conferences and Workshops. The reason for this revision is to correct the source of funds.

Hoai-Huong D Bush, Counselor (GWC), to attend the CSU Counselors Conference 2011, September 28, 2011, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$130, including a registration fee of \$65, to be paid from IPD AFT Conference funds F/T.

Hoai-Huong D Bush, Counselor (GWC), to attend the UC Counselor Conference 2011, September 14, 2011, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$40, to be paid from IPD AFT Conference funds F/T.

Marta R Cabral, Counselor (OCC), to attend the California Community College Extended Opportunity Programs and Services Annual Fall Conference "Meeting the Challenge", October 10 - 12, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$717, including a registration fee of \$250, to be paid from CFE Contracted PDI Full Time Conference Funds. The reason for this revision is change the total reimbursement amount from \$700 to \$717 and to change the funding source from Categorical funds to Contracted CFE Conference Funds.

Treisa S Cassens, Librarian (GWC), to attend the ACCJC Retreat on Assessment Essentials, September 23, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$485, to be paid from AFT Conferences and Workshops. The reason for this revision is to correct the source of funds.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the Two Consecutive Campus Site Visits, September 27-October 2, 2011, Charlotte and Ashville, NC, without loss of salary, with reimbursement for allowable expenses of \$250, to be paid from ISD Ancillary Funds.

Stephanie L Dumont, Counselor (GWC), to attend the UC Counselor Conference 2011, September 14, 2011, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$40, to be paid from IPD AFT Conference funds F/T.

Stephanie L Dumont, Counselor (GWC), to attend the CSU Counselors Conference 2011, September 28, 2011, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$125, including a registration fee of \$65, to be paid from IPD AFT Conference funds F/T.

Daniel J Farrell, Instructor (OCC), to attend the American Association for Respiratory Care Convention, November 4 - 8, 2011, Tampa, FL, without loss of salary, with reimbursement for allowable expenses of \$2170, including a registration fee of \$370, travel by Air Coach, to be paid from WIA Allied Health Grant, CFE Contracted PDI Full Time Conference Funds - General.

Joseph D Filson, Counselor (GWC), to attend the CSU Counselors Conference 2011, September 28, 2011, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$125, including a registration fee of \$65, to be paid from IPD AFT Conference funds F/T.

Joseph D Filson, Counselor (GWC), to attend the UC Counselor Conference 2011, September 14, 2011, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$40, to be paid from IPD AFT Conference funds F/T.

Ann S French, Mil Pgm Testing Spec (CCC), to attend the Southern California Regional Curriculum Meeting, September 23, 2011, Walnut, CA, without loss of salary, with reimbursement for allowable expenses of \$60, to be paid from College Curriculum funds.

Fernando Gonzalez, Accounting/Fiscal Specialist (OCC), to attend the California Community College Association for Occupational Education, October 19 - 21, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1100, including a registration fee of \$395, to be paid from Perkins Career Development State Advisory Grant.

Deborah C Henry, Hourly Instructor (CCC), to attend the Congress of Neurological Surgery Annual Meeting, September 29-October 3, 2011, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$595, to be paid from Professional Development Funds.

Nancy A Hill, Staff Assistant-Conf (CCCD), to attend the Association of Chief Human Resources Officers (ACHRO)/EEO Fall Training Institute, October 18-21, 2011, Cathedral City, CA, without loss of salary, with

reimbursement for allowable expenses of \$1000, including a registration fee of \$75, to be paid from Confidential funds - Staff Development.

Karen L Hinton, Counselor (GWC), to attend the UC Counselor Conference 2011, September 13, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$40, to be paid from IPD AFT Conference funds F/T.

Deborah D Hirsh, Vice Chancellor (CCCD), to attend the Association of Chief Human Resources Officers (ACHRO/EEO Fall Training Institute, October 18 - 21, 2011, Cathedral City, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$150, to be paid from Diversity/EEO Funds.

Marie T Hulett, Contract Edu Video Prod Coord (CCC), to attend the "Voice" National Communication Association 97th Annual Convention, November 16-20, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$1900, including travel by Air Coach, to be paid from ISD Ancillary Funds.

Daniel J Johnson, Instructor (CCC), to attend the Southern California Regional Curriculum Meeting, September 23, 2011, Walnut, CA, without loss of salary, with reimbursement for allowable expenses of \$60, to be paid from Academic Senate Funds.

Mariam Khosravani, Exec Dir Cc Foundatn (CCC), to attend the Council for Resource Development 45th Annual Conference, November 7-12, 2011, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$3600, including a registration fee of \$565, travel by Air Coach, to be paid from Foundation Ancillary funds.

Theresa L Lavarini, Instructor (GWC), to attend the ACCJC Retreat on Assessment Essentials, September 23, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$485, to be paid from AFT Conferences and Workshops. The reason for this revision is to correct the source of funds.

Vinicio J Lopez, Dean (CCC), to attend the Strengthening Student Success Conference, October 11-14, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1370, including a registration fee of \$375, travel by Air Coach, to be paid from College Support.

Margaret M Lovig, Instructor (CCC), to attend the Academic Senate for California Community Colleges Fall 2011Plenary Session, November 3-5, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$875, including a registration fee of \$355, to be paid from Professional Development Funds, Academic Senate Conference Funds.

Margaret M Lovig, Instructor (CCC), to attend the Academic Senate for California Community Colleges Southern California Curriculum Regional meeting, September 23, 2011, Walnut, CA, without loss of salary, with reimbursement for allowable expenses of \$60, to be paid from Academic Senate Conference Funds.

Earnest G Marchbank, Counselor (GWC), to attend the UC Counselor Conference 2011, September 14, 2011, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$40, to be paid from IPD AFT Conference funds F/T.

Earnest G Marchbank, Counselor (GWC), to attend the CSU Counselors Conference 2011, September 28, 2011, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$130, including a registration fee of \$65, to be paid from IPD AFT Conference funds F/T.

Fabienne McPhail Naples, Vice President Student Success (GWC), to attend the California Community Colleges Chief Instructional Officers Fall Conference, October 25-28, 2011, Mission Bay, CA, without loss of salary, with reimbursement for allowable expenses of \$860, including a registration fee of \$315, to be paid from General Funds.

Sacha R Moore, Instructor (GWC), to attend the ACCJC Retreat on Assessment Essentials, September 23, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$485, to be paid from AFT Conferences and Workshops. The reason for this revision is to correct the source of funds.

Kathryn L Mueller, Dean (OCC), to attend the Facilitate Student Learning Outsome Training at Foothill College, September 22, 2011, Los Altos and Palo Alto, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency and/or personal funds.

Ailene B Nguyen, Counselor (CCC), to attend the University of Southern California Community College Counselor Conference, September 30; 2011, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$40, to be paid from Professional Development Funds.

Jimmy Nguyen, Counselor (GWC), to attend the CSU Counselors Conference 2011, September 28, 2011, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$125, including a registration fee of \$65, to be paid from IPD AFT Conference funds F/T.

Jimmy Nguyen, Counselor (GWC), to attend the UC Counselor Conference 2011, September 14, 2011, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$40, to be paid from IPD AFT Conference funds F/T.

Tri D Nguyen, Counselor (GWC), to attend the CSU Counselors Conference 2011, September 28, 2011, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$125, including a registration fee of \$65, to be paid from IPD AFT Conference funds F/T.

Tri D Nguyen, Counselor (GWC), to attend the UC Counselor Conference 2011, September 14, 2011, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$40, to be paid from IPD AFT Conference funds F/T.

Melinda A Nish, Vice President (OCC), to attend the California Community Colleges Chief Instructional Officeers Fall Conference, October 24 - 28, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1400, including a registration fee of \$315, to be paid from VPI Management Conferences Funds - General.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Magic in Teaching Conference, October 18-19, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$175, to be paid from EWD-HWI Grant.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the California Association of Colleges of Nursing & California Organization of Associate Directors of Nursing Fall 2011 Conference, October 5-7, 2011, San Deigo, CA, without loss of salary, with reimbursement for allowable expenses of \$1100, including a registration fee of \$235, to be paid from EWD-HWI Grant.

Shannon M O'Connor, Mgr Recruit/Staf Anl (CCCD), to attend the Association of Chief Human Resources Officers (ACHRO)/EEO Fall Training Institute, October 18-21, 2011, Cathedral City, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$150, to be paid from Diversity/EEO Funds.

Lien B Pham, Instructor (OCC), to attend the Unlocking the Mystery of Selective Mutism and Social Anxiety Evidence Based Intervention for Schools and Parents, October 13 - 15, 2011, Plymouth, MI, without loss of salary, with reimbursement for allowable expenses of \$1384, including a registration fee of \$149, travel by Air Coach, rental car and insurance, to be paid from CFE Contracted PDI Full Time Conference Funds.

Sheena T Phan, EOPS/CARE Accounting Tech (CCC), to attend the 2011-12 Extended Opportunity Programs and Services Annual Conference, Ocrtober 10-12, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$250, to be paid from EOPS funds.

Daniel S Pittaway, Instructor (CCC), to attend the Strengthening Student Success Conference, October 11-14, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1370, including a registration fee of \$375, travel by Air Coach, to be paid from College Support.

Edward J Reyna, Instructor Cosmetlgy (GWC), to attend the Department of Consumer Affairs Board of Barbering & Cosmetology Meeting, September 18-19, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including travel by Air Coach, to be paid from IPD AFT Conference funds F/T.

Michelle Y Sambrano, Counselor (GWC), to attend the UC Counselor Conference 2011, September 14, 2011, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$40, to be paid from IPD AFT Conference funds F/T.

Michelle Y Sambrano, Counselor (GWC), to attend the CSU Counselors Conference 2011, September 28, 2011, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$130, including a registration fee of \$65, to be paid from IPD AFT Conference funds F/T.

Mette H Segerblom, Sailing Program Cord (OCC), to attend the Augusoft Lumens Users Summit, November 28 - 30, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$1595, including a registration fee of \$495, travel by Air Coach, to be paid from Sailing Center Ancillary.

Mette H Segerblom, Sailing Program Cord (OCC), to attend the United States Sailing Association Annual General Meeting, October 26 - 30, 2011, Annapolis, MD, without loss of salary, with reimbursement for allowable expenses of \$1340, including a registration fee of \$90, travel by Air Coach, to be paid from Sailing Center Ancillary.

Vida Shajie, Counselor (OCC), to attend the FACES Conference: the Art of Mindfullness and Counseling Services, October 19 - 22, 2011, La Jolla, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$470, to be paid from CFE/IPD funds.

Cheryl C Stewart, Librarian (CCC), to attend the Academic Senate for California Community Colleges Fall 2011Plenary Session, November 3-5, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$712, including a registration fee of \$355, to be paid from Professional Development Funds.

Russell A Terry, Counselor (GWC), to attend the UC Counselor Conference 2011, September 14, 2011, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$40, to be paid from IPD AFT Conference funds F/T.

Russell A Terry, Counselor (GWC), to attend the CSU Counselors Conference 2011, September 28, 2011, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$130, including a

registration fee of \$65, to be paid from IPD AFT Conference funds F/T.

Donna M Waldfogel, Admin Dir Human Res (CCCD), to attend the Association of Chief Human Resources Officer (ACHRO)/EEO Fall Training Institute, October 18-21, 2011, Cathedral City, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$150, to be paid from Diversity/EEO Funds.

Lynn M Walker, Hourly Instructor (CCC), to attend the California Teachers of English to Speakers of Other Languages Orange County Chapter Fall Workshop, October 1, 2011, La Mirada, CA, without loss of salary, with reimbursement for allowable expenses of \$62, including a registration fee of \$35, to be paid from Professional Development Funds.

Geri E Wile, Mgr Employ Svcs & Rec (CCCD), to attend the Association of Chief Human Resources Officers (ACHRO)/EEO Fall Training Institute, October 18-21, 2011, Cathedral City, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$150, to be paid from Diversity/EEO Funds.

Mark S Zombek, Instructor (OCC), to attend the National Business Aircraft & Association Annual Conference, October 9 - 12, 2011, Las Vegas, CA, without loss of salary, with reimbursement for allowable expenses of \$1400, including a registration fee of \$390, to be paid from CFE/IPD funds - contracted funds.

## **5. Curriculum Approval**

Subject	5.01 DIS - Curriculum Approval
Meeting	Sep 21, 2011 - Regular Meeting
Category	5. Curriculum Approval
Access	Public
Туре	Consent

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Approval of New Programs/Options

Approval of Programs/Options/Revisions/Retirements/Reinstatements

File Attachments Curriculum.pdf (21 KB) Approval of Course Revisions/Retirements/Suspensions/Reinstatements

### Course Revisions:

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

## **Orange Coast College**

Effective Fall 2012

## FROM

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Cardiovascular Techr	ology A170 – ECG Clinical Experience	
Course Units:	3 units	5 units
Weekly hours:	16 Non Lecture/1 Clinical Lab	1 Lecture/16 Clinical Lab
Cardiovascular Techr	<u>iology A250 – Advanced Echocardiograp</u>	phy
Course Units:	2 units	3 units
Course hours:	36 Lecture	54 Lecture
Cardiovascular Techn	<u>ology A260 – Cerebrovascular Ultrasou</u>	nd
Title:	Cerebrovascular Ultrasound	Cerebrovascular & Peripheral Ultrasound
Course Units:	2 units	2.5 units
Course hours:	36 Lecture/Lab	63 Lecture/Lab
Culinary Arts A120 - (	Culinary Principles 1	
Prerequisite:	FSM A160 or concurrent enrollment	FSM A160
Culinary Arts A124 – F	rinciples of Baking 1	
Prerequisite:	FSM A160 or concurrent enrollment	FSM A160
<u> Culinary Arts A149 – I</u>	Pantry 1	
Prerequisite:	FSM A160 or concurrent enrollment	FSM A160
Early Childhood A201	- Early Childhood Field Experience	
Prerequisite or		
	t: Early Childhood A130, A131, A132,	Early Childhood A200
	A157, A165, A200,	
	Human Development A280	
Early Childhood A240	- Inclusion of Children with Disabilities	•
Course Units:	3 units	1 unit
Neekly hours:	3 Lecture	1 Lecture
Course hours:	54 Lecture	18 Lecture
Radiologic Technolog	v A110 – Radiologic Physics and Protec	tion
Prerequisite:	Biology A221 & Technology A040	Biology A221
Speech Language Pat	<u>ihology A190 – SLPA Clinical Experienc</u>	e 2
Title:	SLPA Clinical Experience 2	SLPA Clinical Experience 1
Speech Language Pa	hology A250 – SLPA Clinical Experienc	e 3
Title:	SLPA Clinical Experience 3	SLPA Clinical Experience 2
•		

### Course Retirement:

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

#### **Orange Coast College**

Effective Fall 2012

Speech Language Pathology A160 - SLPA Clinical Experience 1

#### Approval of New Programs/Options

The Orange Coast College Curriculum Committee, with concurrence of College President and the Chancellor, recommends the following new program/options be approved for inclusion in the curriculum:

#### **Orange Coast College**

Effective Fall 2012

#### Baking and Pastry - Certificate of Specialization

### **BAKING AND PASTRY**

Certificate of Specialization

The requirements for the Certificate of Specialization in Baking and Pastry Arts provide students with the fundamental knowledge of baking science required of bakers and pastry cooks. Students will gain hands-on knowledge of classic and contemporary patisserie and baking processes. Course work is designed for students that desire a career as a baker or pastry cook.

### **Program Outcome**

Students will be prepared for entry-level employment as professional and competent bakers, pastry cooks, or pastry entrepreneurs and meet the needs of retail and wholesale baking and pastry establishments.

·	Units
FSM A160	3.0
CA A124	2.0
FN A140	2.0
FN A170	3.0
FSM A240	4.0
Spring	
CA A126	2.0
CA A236	2.0
	CA A124 FN A140 FN A170 FSM A240 Spring CA A126

15.0-16.0

Total:

Suggested Electives:Color and Design: Two-DimensionalART A1103.0Freehand DrawingART A1203.0

## Approval of Programs/Options/Revisions/Retirements/Reinstatement

### Program/Option Revisions:

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

### **Orange Coast College**

Effective Fall 2012

<u>Cardiovascular Technology – Electrocardiography Technician</u> Program Prereguisites: Add: Allied Health A111		
Required Courses:	Delete:	Allied Health A111, Computer Information Systems A100, Technology A040
Units:	From: To:	31 27
Cardiovascular Techno	<u>ology – Echo</u> o	cardiography & Vascular Ultrasound
Units:	From: To:	55.5 53
Culinary Arts – Baking and Pastry Certificate of Achievement		
Title:	Delete: Add:	Baking and Pastry Advanced Baking & Pastry
Required Courses:	Add:	Culinary Arts A100, A120, A149, Food Service Management A151, A250, A260
Units:	From: To:	20-21 36-37
<u>Speech Language Pathology – Speech Language Pathology Assistant</u> Required Courses: Delete: Speech Language Pathology A160		
Units:	From: To:	52.5 54

## 6. Authorization for Student Trips

Subject	6.01 GWC - Student Trips
Meeting	Sep 21, 2011 - Regular Meeting
Category	6. Authorization for Student Trips
Access	Public
Туре	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.

### Green California Schools Summit and Exposition

Location: Pasadena, CA Date(s): October 17 – October 18, 2011 Department: Student Activities Cost/purpose/funding source: \$1,000 for registration, food, and lodging from Associated Student leadership funds.

#### **California Community College Student Affairs Association**

Location: San Jose, CA Date(s): October 21 – October 23, 2011 Department: Student Activities Cost/purpose/funding source: \$4,000 for registration, food, and lodging from Associated Student leadership funds.

#### **Puente Transfer Motivational Conference**

Location: California State University, Fullerton (CSUF) Date(s): September 30, 2011 Department: Counseling – Puente Program Cost/purpose/funding source: No cost to the College

Subject	6.02 OCC - Student Trips
Meeting	Sep 21, 2011 - Regular Meeting
Category	6. Authorization for Student Trips
Access	Public
Туре	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.

### **Boating Trip for Marine Science Students**

Location: Dana Wharf Sport Fishing, Dana Point, CA Dates: October 15, 2011 Department: Marine Science Cost/Purpose/Funding Source: \$1,000 from Marine Science Department Foundation fund Transportation: District or Personal Vehicle

Various Student Field Trips for Science Lab Students Location: Local Southern California Dates: Fall 2011 Semester Department: Math and Science Division Cost/Purpose/Funding Source: No Cost to the college Transportation: District or Personal Vehicle

Field Trips for Professional Mariner students enrolled in MARA A 150-A156. Location: various Dates: TBD - September 22, 2011 and June 30, 2012 Department: P.E. & Athletics Cost/Purpose/Funding Source: No cost to the district. Facilities will be provided by Maritime Companies. The purpose is to offer the students a direct experience of being a professional mariner. Cost/Purpose/Funding Source: N/A Transportation: District bus/van or personal vehicles.

Women's Crew- Western Intercollegiate Rowing Association Meeting (Officers) Location: San Jose, CA Date: Oct 1-2, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: Ancillary Transportation: Air travel, District Transportation, personal vehicles

## Women's Crew - Parents Meeting

Location: OCC Boathouse Date: Sept 21, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: Ancillary \$100 Transportation: N/A

Women's Crew - Scrimmage UCSB (Varsity Only)

Location: UC Santa Barbara, Lake Cachuma, CA Date: Oct 15-16, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: Ancillary Transportation: District Transportation

Women's Crew - Ergathon Location: OCC Boathouse Date: Oct 21, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: N/A Transportation: N/A

Women's Crew - Row For The Cure Location: UC San Diego, Mission Bay in San Diego, CA Date: Oct 30, 2011 Department: P. E. & Athletics Cost/Purpose/Funding Source: Ancillary Transportation: District Transportation

Women's Crew - Newport Autumn Rowing Festival Location: Newport Beach Date: Nov 6, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: \$1,500 for entry fees for 5 boats. Paid from Ancillary Transportation: Students to provide their own transportation

Women's & Men's Crew- Coast Sprints Regatta Location: Newport Beach- Boathouse Date: Dec 3, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: None Transportation: None

Women's Crew - Parents Learn To Row Location: OCC Boathouse Date: Dec 3, 2011 Department: P.E. & Athletics Cost/Purpose/Funding Source: None- Fundraiser Transportation: N/A

Women's Crew Garage Sale Location: TBD Date: Jan 14-15, 2012 Department: P.E. & Athletics Cost/Purpose/Funding Source: Fundraiser Transportation: N/A

Women's Crew - University of California Santa Barbara Scrimmage Location: Lido Channel, Newport Beach Date: Jan 28, 2012 Department: P.E. & Athletics Cost/Purpose/Funding Source: None Transportation: N/A

## 7. Authorization for Special Projects

Subject	7.01 GWC - Special Projects
Meeting	Sep 21, 2011 - Regular Meeting
Category	7. Authorization for Special Projects
Access	Public
Туре	Consent

## On Course Professional Development Workshop "Staying On Course with Diverse Learners"

Date(s): January 23, 2012

Department: Health Professions-HWI/RHORC

Purpose: Workshop for student-centered learning techniques

Cost/purpose/funding source: \$3,500 for conference room rental, speaker lodging, materials and food from RHORC Trust funds.

Refreshments for Campus Meetings (PAC, Chancellor's Cabinet, Chancellor's Forums, etc.)

Date(s): Fall 2011

Department: President's Office

Purpose: Refreshments for campus meetings

Cost/purpose/funding source: \$1,000 for refreshments from President's Discretionary funds.

### **Scholarships and Awards Ceremony 2012**

Date(s): May 8, 2012

**Department: Foundation/Special Events** 

Purpose: Annual awards ceremony

Cost/purpose/funding source: \$4,000 for printing, supplies, decorations, equipment rental, interpretive services and refreshments from Foundation and Associated Students funds.

(Revision is to increase the total cost from \$2,000 and add another source of funds. Previous Board action: 7/20/11.)

Subject7.02 CCC - Special ProjectsMeetingSep 21, 2011 - Regular MeetingCategory7. Authorization for Special ProjectsAccessPublicTypeConsent

Annual Extended Opportunity Programs & Services (EOPS) Student Awards Breakfast Date: May 11, 2012 Location: Mile Square Banquet Center Time: 8:00 – 11:30 a.m. Department: EOPS Purpose: Student recognition and appreciation ceremony Cost/funding source: EOPS, Foundation, and ASG funds

Subject	7.03 OCC - Special Projects
Meeting	Sep 21, 2011 - Regular Meeting
Category	7. Authorization for Special Projects
Access	Public
Туре	Consent

### OCC Baseball & University of Oregon Baseball Camp

Date: December 28-30, 2011

### Department: OCC Physical Education & Athletics

**Purpose:** To co-sponsor a baseball camp, in partnership with the University of Oregon, on the OCC baseball field. The event will promote the OCC campus, its facilities, and the baseball program, while bringing in potential baseball recruits. The event will also be used as a fund raiser for the OCC baseball program. **Cost/Purpose/Funding Source:** No cost to the college.

### **Puente Program Events**

Date: 2011-2012

### Department: Counseling

**Purpose:** Orange Coast College Puente program to coordinate and attend a variety of student and mentor educational, informational, and transfer events, including, but not limited to, Student/Mentor Social, Motivational Conference, Puente College Night, Holiday Potluck, Puente Matriculation dinner, student/mentor dinner and performance attendance, campus-wide guest speaker, the annual Puente banquet.

**Cost/Purpose/Funding Source:** Total amount of \$8,500 in expenses to include food and service, theater performance tickets; guest speaker, restaurant for annual Puente banquet, journals, book gift certificates, sashes for transfer students, and gifts for mentors to be paid by UC Regents of California, ASOCC funds and Fundraisers

### Variety of Activities and Entertainment

Dates: 2011-2012 Fiscal Year

Department: OCC Vietnamese Student Association

**Cost/Purpose/Funding Source:** Activities and entertainment on and off the OCC campus. All expenses of \$900 to be paid by sponsoring club.

# The Spirit of Ability Club to sponsor the 9th Annual Bill Alvarez Memorial Wheelchair Rugby Dates: October 8, 2011

Department: Spirit of Ability Club and Special Services.

**Cost/Purpose/Funding Source:** The event is open to the public. The costs of the event will not exceed \$400. All costs will be covered by the club. There is a suggested donation of \$5 to attend. All proceeds from the event will fund the Spirit of Ability Scholarship and the Bill Alvarez Memorial Scholarship both awarded to OCC students.

Subject7.04 DIS - Special ProjectsMeetingSep 21, 2011 - Regular MeetingCategory7. Authorization for Special ProjectsAccessPublicTypeConsent

### Los Angeles 2011 Get Motivated Seminar

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Dates & Locations: October 31, 2011 at Staples Center, Los Angeles, Ca.

**Purpose**: Opportunity for up to 50 employees to attend Los Angeles 2011 Get Motivated Seminar. District transportation provided.

**Cost/purpose/funding source:** \$760 total cost for attendance, workbooks and lunch for 50 people/District funds

## 8. Authorization for Disposal of Surplus

Subject	8.01 Disposal of Surplus	
Meeting	Sep 21, 2011 - Regular Meeting	(
Category	8. Authorization for Disposal of Surplus	
Access	Public	
Туре	Consent	
File Attachme	ents plus.pdf (10 KB)	

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
DISTRICT				
Computer	9049858	Optiplex GX270		Р
Computer	9049820	Optiplex GX270	1hhti41	Р
Computer	9049705	Optiplex GX270	9hwqm31	Р
Computer	9049745	Optiplex GX270	f7kkp31	P
Computer	9049724	Optiplex GX270	fyfkp31	Р
Computer	9049822	Optiplex GX270	bghtl41	Р
Computer	9049823	Optiplex GX270	g6jtl41	Р
Computer	9081101	Optiplex GX270	1md4631	Р
Computer	9049747	Optiplex GX270	h7kkp31	Р
Computer	9081102	Optiplex GX270	95g3631	P
Computer	9059493	Optiplex GX280	7ltrg61	Р
Computer	9059501	Optiplex GX280	74vrg61	P
Computer	9059457	Optiplex GX280	c1vrg61	Р
Computer	9059479	Optiplex GX280	hitrg61	P
Computer	9041970	Satellite Pro 4600	51212935PU	Р
Computer	9043696	Satellite Pro 4600	61214882PU	P
Computer	9049753	Optiplex GX270	2qdsq31	Р
Computer	9049821	Optiplex GX270	5ghtl41	Р
Computer	9049776	Optiplex GX270	9818 <del>1</del> 31	P
Computer	9049782	Optiplex GX270	h0qrf41	<u>Р</u>
Computer	9059471	Optiplex GX280	8ntrg61	P
Computer	9049783	Optiplex GX270	21qrf41	P
Computer	9049811	Optiplex GX270	hbvxg41	Р
Computer	9059461	Optiplex GX280	6mtrg61	P
Computer	9059499	Optiplex GX280	64vrg61	Р
Computer	9059459	Optiplex GX280	7ktrg61	Р
Computer	9059522	Optiplex GX280	bxtrg61	Р
Computer	9059496	Optiplex GX280	5ktrg61	Р
Computer	9059507	Optiplex GX280	h2vrg61	P
Computer	9059497	Optiplex GX280	9jtrg61	P
Computer	9059454	Optiplex GX280	24vrg61	P
Computer	9059472	Optiplex GX280	1yrtg61	P
Computer	9059455	Optiplex GX280	8ktrg61	P
Computer	9059506	Optiplex GX280	b3vrg61	P
Computer	9059463	Optiplex GX280	gltrg61	P
Computer	9059513	Optiplex GX280	b4vrg61	P
Computer	9059490	Optiplex GX280	dwtrg61	P

Surplus

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9059492	Optiplex GX280	6ztrg61	Р
Computer	9059575	Optiplex GX280	5hqg881	Р
Computer	9059458	Optiplex GX280	5wtrg61	Р
Computer	9059460	Optiplex GX280	hmtrg61	Р
Computer	9059462	Optiplex GX280	dltrg61	Р
Computer	9059478	Optiplex GX280	92vrg61	Р
Computer	9059500	Optiplex GX280	43vrg61	Р
Computer	9059516	Optiplex GX280	94vrg61	Р
Computer	9059520	Optiplex GX280	fktrg61	Р
Computer	9059518	Optiplex GX280	55trg61	Р
Computer	9059452	Optiplex GX280	fztrg61	Р
Computer	9059502	Optiplex GX280	25vrg61	Р
Computer	9059504	Optiplex GX280	22vrg61	Р
Computer	9059486	Optiplex GX280	jwtrg61	Р
Computer	9059470	Optiplex GX280	jktrg61	Р
Computer	9059814	Optiplex GX280	hxtrg61	Р
Computer	9059469	Optiplex GX280	bltrg61	Р
Computer	9059488	Optiplex GX280	jmtrg61	P
Computer	9059498	Optiplex GX280	4xtrg61	Р
Computer	9059485	Optiplex GX280	5ntrg61	Р
Computer	9059517	Optiplex GX280	44vrg61	Р
Computer	9059589	Optiplex GX280	bhqg881	Р
Computer	9059495	Optiplex GX280	bwtrg61	Р
Computer	9059453	Optiplex GX280	52vrg61	Р
Computer	9059487	Optiplex GX280	41vrg61	Р
Computer	9059509	Optiplex GX280	81vrg61	Р
Computer	9059704	Optiplex GX620	hhv8t91	P .
Printer	9014748	HP Laserjet4 Plus	USFB152451	Р
Computer	9059689	Optiplex GX620	8cf4m91	Р
Computer	9059511	Optiplex GX280	3wtrg61	Р
Computer	9059512	Optiplex GX280	c2vrg61	Р
GOLDEN WEST COLLEGE				
Facial Machine				1
Facial Machine		6000		1
ORANGE COAST COLLEGE		· · · · · · · · · · · · · · · · · · ·		
Printer	9046651	P158A	CZYK060584	Р
Printer	9046630	P158A	CZYK060858	Р
Printer	9046646	P158A	CZYK060581	Р

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ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Printer	9046645	P158A	CZYK060582	Р
Printer	9046644	P158A	CZYK060578	Р
Printer	9046657	P158A	CZYK060589	Р
Monitor	9053443	N0701	1Y50897YJ	Р
Monitor	9048012	M7768	ZV0460QAJAK	Р
X-RayControl Panel	9071227	GX 525	· · · · · · · · · · · · · · · · · · ·	Р
X-ray Table	9028636	Del		Р
Upright Bucky (wall mounted)	9040271 & 9028639			Р
X-ray Tube	9028637 & 9040269			Р
X-RayControl Panel	9034777	GX 525		Р
X-ray Table	9028633	Del		Р
Upright Bucky (wall mounted)	9028635	Sybron		Р
X-ray Tube	9040275 & 9028634			Р
View Box	9034782			Р
View Box	9071233			Р
View Box	9034779			Р
View Box	9034781	P.5.4		Р
Printer	9064608			1
View Box	2005685			P .
View Box	2005684			P
IV Power Injector	9071229			Р
IV Power Injector monitor	9071230			Р
X-Ray Phantom (dummy)	9028632			L
Table	·			
Chair				1
Table				l – – – – – – – – – – – – – – – – – – –
Copier	9071406	2105		
Copier	9071547	2105		
Timeclock System	9045684			P

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# 9. Authorization to Enter Into Standard Telecourse Agreements

Subject	9.01 CCC - Authorization to Enter Into Standard Telecourse Agreements
Meeting	Sep 21, 2011 - Regular Meeting
Category	9. Authorization to Enter Into Standard Telecourse Agreements
Access	Public
Туре	

It is recommended that the Board authorize the Board President, or designee, to sign the Agreements and any related documents, indicating approval by the Board of Trustees.

ASTRONOMY: OBSERVATIONS AND THEORIES Lane Community College (OR) Term of Agreement: September 1, 2011 – August 31, 2014

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD Casper College (WY) Term of Agreement: September 1, 2011 – August 31, 2014

Yuba College (CA) Term of Agreement: August 14, 2011 – August 15, 2014

PSYCHOLOGY: THE HUMAN EXPERIENCE Lane Community College (OR) Term of Agreement: September 1, 2011 – August 31, 2014

**Fiscal Impact:** No direct cost to the District. Projected revenue unknown, depending on utilization of the telecourses by the lessees and number of students enrolled in the courses.

File Attachments <u>Telecourses.pdf (168 KB)</u>

# **10.** Approval of Clinical Contracts

Subject	10.01 GWC - Clinical Contracts
Meeting	Sep 21, 2011 - Regular Meeting
Category	10. Approval of Clinical Contracts
Access	Public .
Туре	Consent

After review by District General Counsel and the College President, it is recommended by the Chancellor that authorization be given to enter into an agreement or an amendment with the following institutions relating to instructional programs within the Coast Community College District. The Board President, or designee, is authorized to sign the agreements, amendments, or any related documents, indicating approval by the Board of Trustees. (Only copies of non-standard agreements or amendments are attached to each Trustee's agenda.)

# RENEWAL

MHA, The Village ISA Long Beach, California September 1, 2011 – August 31, 2016 Compensation – None	Standard Clinical Affiliation Agreement
Maternal Outreach Management Systems Santa Ana, California September 1, 2011 – August 31, 2016 Compensation – None	Standard Clinical Affiliation Agreement
Los Alamitos Medical Center Los Alamitos, California September 1, 2011 – August 31, 2016 Compensation – None (General Counsel had concerns around the Ten risks/liability against other factors and still recor (See Los Alamitos Medical Center Clinical Agre	•• •

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

File Attachments

Los Alamitos Medical Center Clinical Agreement.pdf (41 KB)

Subject	10.02 OCC - Clinical Contracts
Meeting	Sep 21, 2011 - Regular Meeting
Category	10. Approval of Clinical Contracts
Access	Public
Туре	Consent

After review by District General Counsel and the College President, it is recommended by the Chancellor that authorization be given to enter into an Agreement or an Amendment with the following institutions relating to instructional programs within the Coast Community College District. The Board President, or designee, is authorized to sign the agreements, amendments, or any related documents, indicating approval by the Board of Trustees. (Only copies of non-standard agreements or amendments are attached to each Trustee's Agenda.)

## RENEWAL

Medix Ambulance Service Mission Viejo, CA Term: September 22, 2011 to October 1, 2016 Compensation: None

## **RENEWAL**

AltaMed Health Services, Corporation Los Angeles, CA Term: September 22, 2011 to October 1, 2014 Compensation: None Non-Standard Clinical Affiliation Agreement (Attachment #3)

Standard Clinical Affiliation Amendment

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

#### File Attachments

AltaMed Teaching Institution Agreement with Addendum 2011.pdf (319 KB)

# 11. Approval of Standard Agreements

Subject	11.01 GWC - Standard Agreements
Meeting	Sep 21, 2011 - Regular Meeting
Category	11. Approval of Standard Agreements
Access	Public
Туре	Consent

# Approve Standard Internship Agreements

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: September 22 – December 15, 2011 Cost/Source of Funds: Unpaid internship sponsored by placing institution.

Intern/Institution: CSULB (Student Being Placed: Jaime Tolles) Scope: Prepare at least one lecture and present; prepare exam questions relevant to the lecture. Department: Social and Behavioral Sciences Term: September 22 – December 15, 2011 Cost/Source of Funds: Unpaid internship sponsored by placing institution.

Intern/Institution: CSU Dominguez Hills (Student Being Placed: Maria Trujillo) Scope: Assist the Career and Transfer Center with daily services and events. Department: Transfer Center Term: September 26, 2011 – December 16, 2011 Cost/Source of Funds: Unpaid internship sponsored by placing institution.

# Approve Standard Agreement with Steve Chauncey for POST Radar Operator / Laser-Lidar Operator Course

After review by the College President, it is recommended by the Chancellor that the Board approve the standard agreement between Steve Chauncey and the Coast Community College District for POST Radar Operator/Laser-Lidar Operator Course, from October 1, 2011 through June 30, 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:** No cost to the District. Registration for the class is \$100, \$75 for Radar and \$25 for Laser-Lidar, per student. Payment to the instructor will be \$75 per student covered by registration fees.

# Approve Standard Agreement with Mike Ferris for POST Certified CPR and First Aid Refresher Course

After review by the College President, it is recommended by the Chancellor that the Board approve the standard agreement between Mike Ferris and the Coast Community College District for POST Certified CPR and First Aid Refresher Course, from October 1, 2011 through June 30, 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:** No cost to the District. Registration for the class is \$20 per student. Payment to the instructor will be \$18 per student covered by registration fees.

Subject	11.02 CCC - Scope of Work (Standard Agreement)
Meeting	Sep 21, 2011 - Regular Meeting
Category	11. Approval of Standard Agreements
Access	Public
Туре	Consent

Approve District Standard Scope of Work #2011-52 under the Master Services Agreement (Board Approved: 2/3/10) 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 #2011-52, under the Master Services Agreement (Board Approved: 2/3/10), between Chevron Products Company and the Coast Community College District for Low and High Voltage Switchgear – Phase I Analysis; a needs analysis for two courses. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$10,000 income from Chevron Products Company payable upon completion of the project analysis.

Subject	11.03 OCC - Standard Agreements
Meeting	Sep 21, 2011 - Regular Meeting
Category	11. Approval of Standard Agreements
Access	Public
Туре	Consent

Authorization to Enter Into an Agreement for Contracted Educational Services between the Coast Community College District (Orange Coast College) and the USMC/Fort Pendleton for the Purpose of Offering Instruction in the Residential Electrical (CNST A275)

After review by the College President and the Vice President of Administrative Services, it is recommended that authorization be given to enter in an Agreement for Contracted Educational Services between the Coast Community College District (Orange Coast College) and the USMC for the purpose of offering instruction in Residential Electrical as requested by the company from 9/12/11 through 10/7/11. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** OCC to receive \$21,218.00 for this contract. Net proceeds will go to the OCC/USMC account after direct costs of the program.

Authorization to Enter Into an Agreement for Contracted Educational Services between the Coast Community College District (Orange Coast College) and the USMC/Fort Pendleton for the Purpose of Offering Instruction in the Residential Electrical (CNST A275)

After review by the College President and the Vice President of Administrative Services, it is recommended that authorization be given to enter in an Agreement for Contracted Educational Services between the Coast Community College District (Orange Coast College) and the USMC for the purpose of offering instruction in Residential Electrical as requested by the company from 11/28/11 through 12/23/11. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** OCC to receive \$21,218.00 for this contract. Net proceeds will go to the OCC/USMC account after direct costs of the program.

Subject	11.04 DIS - Standard Agreements
Meeting	Sep 21, 2011 - Regular Meeting
Category	11. Approval of Standard Agreements
Access	Public
Туре	Consent

# Authorization for Golden West College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2012 Short-term Study Abroad Program in London, England

After review by the Dean of Social Sciences and the President of Golden West College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in London, England Study Abroad Program during summer 2012. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Dave Moore, Golden West College, will serve as faculty. Authorization to conduct the summer in London, England Study Abroad Program was given on June 15, 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: No replacement costs for faculty assigned to the program. All payments by trip participants for travel services shall be made to the travel contractor. Travel contractor shall account to CCCD for the total cost of the trip.

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

Subject	12.01 GWC - Institutional Memberships
Meeting	Sep 21, 2011 - Regular Meeting
Category	12. Authorization for Purchase of Institutional Memberships
Access	Public
Туре	Consent

## NEW

Name and Acronym: California Emergency Services Association (CESA) Term of Membership: July 1, 2011 – June 30, 2012 Cost: \$80

Purpose: CESA is a Statewide Organization that promotes emergency planning, preparedness and recovery.

## RENEWAL

Name and Acronym: California Community College Student Association (CCCSAA)

Term of Membership: July 1, 2011 - June 30, 2012

Cost: \$75

Purpose: Professional association that focuses on student and professional development, networking, and advocating for the field of Student Affairs and Student Leadership and reduces rates for student conferences.

Name and Acronym: Orange County/Long Beach Consortium (OCLBC)

Term of Membership: January 1, 2012 – December 31, 2012

Cost: \$150

Purpose: Allows access to networking with other Orange County ADN Program Directors/Assistant Directors & Program Assistants, on Nursing Program updates, research materials, and conferences, as well as allowing participation in clinical placement process.

Name and Acronym: California Community College Women's Volleyball Coaches Association (CCCWVCA) Term of Membership: August 1, 2011 – July 31, 2012 Cost: \$100

Purpose: Benefits include the 2011/12 coaches' directory, championship handbook, ability to nominate and vote for regional and states awards, and free admission to the state championship, payment to the conference treasurer and other conference related expenses.

Subject	12.02 DIS - Institutional Memberships
Meeting	Sep 21, 2011 - Regular Meeting
Category	12. Authorization for Purchase of Institutional Memberships
Access	Public
Туре	Consent

# RENEWAL

Name and Acronym: National Council for Marketing and Public Relations (NCMPR) Term of Membership: October 1, 2011 – September 30, 2012

Cost: \$450

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

# **13.** Authorization for Community Activities

Subject	13.01 GWC - Community Activities
Meeting	Sep 21, 2011 - Regular Meeting
Category	13. Authorization for Community Activities
Access	Public
Туре	Consent

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

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

# **Professional Experts**

ART STUDIO, 48 hours, October 6, 2011 – June 30, 2012. Presenter Amanda Best to receive 50% of the number of participants registered times the program fee, minus direct costs/administration fee. Participant Fee: \$200. (F) New offering.

## **Independent Contractors**

CAREGIVERS TOUCH, 9 hours, July 21, 2011 to June 30, 2012. Presenter Johnnette du Rand Kelly to receive \$41 per participant.

Participant Fee: \$96 and \$20 Material Fee. (P) New offering.

(Revision is to change presenter name. Previous Board action: 7/20/11.)

# **14.** Personnel Items

Subject	14.01 District
Meeting	Sep 21, 2011 - Regular Meeting
Category	14. Personnel Items
Access	Public
Туре	Discussion

a. Authorization for Contract Amendments Based upon Horizontal Salary Moves

b. Authorization for Schedule Changes, Classified Staff

c. Authorization for Additional Assignments or Change in Bargaining Unit, Classified Staff

d. Authorization for Professional Experts

File Attachments Open.pdf (19 KB)

#### PERSONNEL ITEMS

#### a. Authorization for Contract Amendments Based upon Horizontal Salary Moves

The following faculty members have completed requirements for horizontal salary moves in accordance with Board policies and procedures. It is recommended that revised appointments reflecting their new placement be authorized for the 2011-12 school year:

Name	<u>Campus</u>	From Col/Step	To Col/Step
Barber, William	. OCC	IV 20	V 21
Goldstick, Deborah	GWC	IV 11	V 12
Morgan, Arabian	OCC	II 11	III 12
Rangel, Amy	GWC	li 10	III 11
Scardina, Thomas	GWC	IV 14	V 15
Sugden, James	000	IV 09	V 10

#### b. Authorization for Schedule Changes, Classified Staff

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

#### Temporary Schedule Changes and On Call Hours Over Contract

<u>Name</u>	LOC	<u>Title</u>	From	<u>To</u>	Start Dt	End Dt
Nguyen, Allen	GWC	Lab Inst. Assist, English	40.00%	HOC	09/08/11	06/30/12
Ramirez, Juana	CCC	Custodian	48.75%	100%	10/01/11	05/27/12

#### c. Authorization for Additional Assignments or Change in Bargaining Unit, Classified Staff

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

<u>Name</u>	LOC	<u>Title</u>	<u>Start Dt</u>	End Dt	<u>Plcmt</u>
Neal, Krystal	CCC	Clerical/Secretarial	09/22/11	06/30/12	H-05-03

#### d. Authorization for Professional Experts

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

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

<u>Snyder, Thomas J.</u>, CCC, to serve as a Project Facilitator for the Title III AANAPISI (Asian American Native American Pacific Islander Serving Institution) Grant through the Grant Development Department, for the period 10/01/11 to 12/31/11, to be paid by timecard at \$10.00 per unit, 125 units per week for 10 weeks, compensation to be \$12,500.00, funding source is Categorical Funds.

#### Other Professional Experts

<u>Bailor, Donald W.</u>, GWC, to provide coordination of construction oversight for the new IRC building at GWC, to act as a liaison between the college and a variety of contractors, inspectors, and outside agencies, to provide specialized knowledge and continuity in the coordination of projects, to monitor the project for completion, to monitor change orders, and to make project recommendations as needed, for the period 09/06/11 to 09/30/11, to be paid at \$100.00 per unit, 10 units per week for 4 weeks, compensation to be \$4,000.00, funding source is Capital Improvements Fund.

<u>Nerhus, Kent S.</u>, OCC, to assist with OCC football team for the period 09/08/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 0.375 units per week for 40 weeks, compensation to be \$1,500.00, funding source is General Fund.

<u>Pao, Shuchiao A.</u>, CCC, to provide Special Orange County Workforce Investment Board Client Services-Resume and Workshops, for the period 09/22/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 1.7 units per week for 40 weeks, compensation to be \$6,800.00, funding source is Categorical Funds.

The following CCC Professional Experts to serve as high school coordinators for the Credits for College Program at the Le-Jao Center, for the period 09/22/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 0.15 units per week for 40 weeks, compensation to be \$600.00, funding source is Ancillary Funded Program.

Brown, Maja Cadigan, Kathleen Duzey, Janice Enz, Erika Hath, Kathryn Mielke, Tammy Savage, Mindy Wong, Marilyn

The following CCC Professional Experts to serve as high school coordinators for the Credits for College Program at the Le-Jao Center, for the period 09/22/11 to 06/30/12, to be paid by timecard at \$10.00 per unit, 1.5 units per week for 40 weeks, compensation to be \$600.00, funding source is Ancillary Funded Program.

Garcia, Edith Miler, Diana

The following CCC Professional Experts to serve as high school coordinators for the Credits for College Program at the Le-Jao Center, for the period 09/22/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 0.05 units per week for 40 weeks, compensation to be \$200.00, funding source is Ancillary Funded Program.

Crossen, Julie Minardo, Ronald Nguyen, Grace

# **15.** Authorization for Independent Contractors

Subject	15.01 GWC - Independent Contractors
Meeting	Sep 21, 2011 - Regular Meeting
Category	15. Authorization for Independent Contractors
Access	Public
Туре	Consent

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

## \$10,000 AND OVER

IC Name: Imageworks

Services: Producer/director for pre-production, production, and post-production, including make-up services and b-roll compilation facilities for CA POST Legal Update 2012

Payment Schedule/Compensation: \$18,000, to be paid \$9,000 at start of project and balance paid upon completion of project.

Term of Agreement: September 22, 2011 – March 1, 2012

Source of Funding: Funding provided by CA POST contract with the GWC Criminal Justice Training Center

IC Name: Christ, Douglas F.

Services: Responsible for selection of laws and on camera presentation for POST Legal Update 2011 Payment Schedule/Compensation: \$10,000, to be paid by February 2012 upon completion of project Term of Agreement: September 22, 2011 – February 1, 2012

Source of Funding: CA Commission on Police Officer Standards and Training (P.O.S.T.) funds.

## UNDER \$10,000

IC Name: On Course c/o Downing, Skip

Services: Provide one-day On Course Professional Development Workshop "Staying On Course with Diverse Learners"

Payment Schedule/Compensation: \$3,000, to be paid \$1,500 upon contract signing and remainder upon completion

Term of Agreement: January 22–23 2012 Source of Funding: RHORC Trust funds

IC Name: Tucker, Kari Services: Training for SLO Coordinators Payment Schedule/Compensation: \$400, to be paid upon completion of training. Term of Agreement: September 23, 2011 Source of Funding: Accreditation funds

Subject	15.02 CCC – Independent Contractors
Meeting	Sep 21, 2011 - Regular Meeting
Category	15. Authorization for Independent Contractors
Access	Public
Туре	Consent

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

## \$10,000 AND OVER

IC Name: Linthicum, Steve

Services: To develop Request for Application (RFA) guidelines and evaluation criteria of mini-grants for the Business Industry Collaborative (BIC) and monitor mini-grant awarded to Sierra College.

Payment Schedule/Compensation: \$2,000 on October 21, 2011; \$2,000 on December 9, 2011; \$2,000 on March 9, 2012; and \$4,000 on May 20, 2012; dependent upon completion of the project's activities and submission of invoices for a total amount of \$10,000.

Term of Agreement: September 22, 2011 – June 30, 2012

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

## IC Name: Schulz, Amy

Services: To develop statewide research project addressing deficiencies and needs in Business Education core indicators and monitor three mini-grants awarded by the Business Industry Collaborative (BIC). Payment Schedule/Compensation: \$2,000 on October 21, 2011; \$2,000 on December 9, 2011; \$2,000 on March 9, 2012; and \$4,000 on May 20, 2012; dependent upon completion of the project's activities and submission of invoices for a total amount of \$10,000.

Term of Agreement: September 22, 2011 – June 30, 2012

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

IC Name: Yurtseven, Lale

Services: To develop statewide core indicators professional development plan for Business Education faculty and monitor three mini-grants awarded by the Business Industry Collaborative (BIC).

Payment Schedule/Compensation: \$3,000 on October 21, 2011; \$3,000 on December 9, 2011; \$3,000 on March 9, 2012; and \$6,000 on May 20, 2012; dependent upon completion of the project's activities and submission of invoices for a total amount of \$15,000.

Term of Agreement: September 22, 2011 – June 30, 2012

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

## UNDER \$10,000

IC Name: Denise Cusano Instructional Design, Inc.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-52, Low and High Voltage Switchgear – Phase I Analysis. Payment Schedule/Compensation: \$8,000 paid upon completion of project analysis.

Term of Agreement: September 22, 2011 – June 30, 2012

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

IC Name: Hasson, Cathy

Services: To provide technical support and expertise aimed at facilitating and solidifying an institutional planning process linked to the Education Master Plan, including the development of a system for measuring institutional performance.

Payment Schedule/Compensation: \$4,500, upon completion and invoicing of each of four phases. Term of Agreement: September 22, 2011 – June 30, 2012 Source of Funding: Contract Education Ancillary funds

Subject	15.03 DIS - Independent Contractors
Meeting	Sep 21, 2011 - Regular Meeting
Category	15. Authorization for Independent Contractors
Access	Public
Туре	Consent

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

### UNDER \$10,000

IC Name: Jess Carreon Associates, LLC Services: Consulting firm providing expert services in the areas such as Leadership Development, Planning, Organizational Development and related areas Payment Schedule/Compensation: \$3,000 payable upon receipt and approval of invoice Term of Agreement: September 14-15, 2011 Source of Funding: Staff Development Funds

Subject	15.04 OCC - Independent Contractors
Meeting	Sep 21, 2011 - Regular Meeting
Category	15. Authorization for Independent Contractors
Access	Public
Туре	Consent

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

## UNDER \$10,000

Amirebramhimi, Maryam

Services: Guest Speaker Payment Schedule/Compensation: Total contract amount is \$100; to be paid upon submittal of invoice as work is completed. Term of Agreement: September 22, 2011 Source of Funding: To be paid from ASOCC/Club funds

Ando, Arthur Services: Guest Speaker for Pilates Lecture Series Department: Visual and Performing Arts/ Dance Payment Schedule/Compensation: Total Contract Amount \$150 Term of Agreement: Fall 2011 Source of Funding: To be paid from ancillary and ASOCC funds

## **Baker Marine Instrument & Repair**

Services: For the calibration to compasses and instruments for sailing center boats and instruments Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$2,000 for term of Contract. Term of Agreement: Sept 22, 2011-June 30, 2012. Source of Funding: To be paid from Sailing Center or Foundation Funds.

Carranza, Christopher Services: To provide piano tuning for the Music Department Department: Visual and Performing Arts/ Music Payment Schedule/Compensation: Total Contract Amount \$5,000 Term of Agreement: Oct. 1, 2011 to June 15, 2012 Source of Funding: To be paid from ancillary and ASOCC funds

Council on American-Islamic Relations Services: Guest Speaker Payment Schedule/Compensation: Total contract amount is \$100; to be paid upon submittal of invoice as work is completed. Term of Agreement: September 22, 2011 Source of Funding: To be paid from ASOCC/Club funds

Islamic Society of Orange County Services: Guest Speaker **Payment Schedule/Compensation:** Total contract amount is \$100 be paid upon submittal of invoice as work is completed.

Term of Agreement: September 22, 2011 Source of Funding: To be paid from ASOCC/Club funds

Jump O'Rama Inflatables, Inc. Services: Providing an inflatable jumper for the Children's Book Festival Payment Schedule/Compensation: Total contract amount is \$130; to be paid upon submittal of invoice as work is completed from Foundation funds. Term of Agreement: October 2, 2011 Source of Funding: Foundation funds

Nelson, Barbara Services: Guest Speaker for Pilates Lecture Series Department: Visual and Performing Arts/ Dance Payment Schedule/Compensation: Total Contract Amount \$150 Term of Agreement: Fall 2011 Source of Funding: To be paid from ancillary and ASOCC funds

Train Party Express, LLC Services: Providing children's trains for the Children's Book Festival Payment Schedule/Compensation: Total contract amount is \$3,000; to be paid upon submittal of invoice as work is completed Term of Agreement: October 2, 2011 Source of Funding: Foundation funds.

Van Noble, Patricia

Services: To serve as a guest speaker on *Becoming Math Confident* at the Re-Entry Center workshops **Payment Schedule/Compensation:** To be paid at the rate of \$50/hour, for a total of 14 hours. Total contract amount is \$700.

Term of Agreement September 2011 and February 2012 Source of Funding: Expenses to be paid from ASOCC funds.

OVER 10,000

IC Name: Brown Engine, Inc

Services: To provide engine service and maintenance to OCC vessels and Foundation donations. Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$15,000 for term of Contract.

Term of Agreement: Sept 22, 2011-June 30, 2012

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

MemorialCare Health Systems, Inc.

**Services**: Consultation and subject matter expertise in the Health Information Technology grant project. **Payment Schedule/Compensation:** MemorialCare Health Systems, Inc., to be paid by invoice of not to exceed \$10,000 per month for 10 months to a total of \$90,000.

Term of Agreement: September 22- June 30, 2012

Source of Funding: Health Information Technology (HIT) Grant.

**Revision to Previous Board Action** 

Under 10,000

# **Ullman Sails**

Services: Repair and Maintenance to sails and rigging on OCC Sailing and donated Foundation vessels. Payment Schedule/Compensation: *Revision from \$1,000 to an amount of \$6,000.* Term of Agreement: Sept 8, 2011 - June 30, 2012 Source of Funding: to be paid from Sailing Center or Foundation Funds

(Prior board approval on September 7, 2011)

# **16.** Authorization for Staff Development

Subject	16.01 GWC - Staff Development
Meeting	Sep 21, 2011 - Regular Meeting
Category	16. Authorization for Staff Development
Access	Public
Туре	Consent

McPhail Naples, Fabienne, Vice President Student Success, to attend Robert Mayer Leadership Academy through the Huntington Beach Chamber of Commerce, September 14, 2011 – June 20, 2012. Reimbursement of registration in the amount of \$400 to be paid from President's Foundation Discretionary funds.

Subject16.02 OCC - Staff DevelopmentMeetingSep 21, 2011 - Regular MeetingCategory16. Authorization for Staff DevelopmentAccessPublicTypeConsent

# Financial Aid Staff Professional Development and Training

Date: 2011-2012

**Purpose:** to develop team building, communication skills and educate on federal and state policy changes. **Cost/Funding Source:** Total amount of \$5,000 from categorical program funds

# **17. Approval of Purchase Orders**

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Subject	17.01 DIST- Purchase Orders	
Meeting	Sep 21, 2011 - Regular Meeting	
Category	17. Approval of Purchase Orders	
Access	Public	
Туре	Consent	

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PO	·····		OBJECT	
NUM	NAME OF VENDOR	SITE	CODE	AMOUNT
P0325283	Computerland of Silicon Valley	DIS	5638	146,084.00
	Renewal of Microsoft campus agreement license			
P0325331	Sea Clear Pools Inc Open PO for pool maintenance	GWC	5899	40,800.00
P0325287	Townsend Public Affairs Inc	DIS	5899	39,300.00
	District legislative consulting services. Board Date: 11/17/10			
P0325277	Follett Higher Education Group Inc #1180 Open PO for ECHS Fall 2011 - Spring 2012	CCC	6301	20,000.00
	textbooks			
P0325324	Workplace Resource	000	6412	18,289.03
	Classroom chairs for Watson Hall			
P0325304	SVM LP	000	7601	12,525.00
	Prepaid Arco gas cards			
P0325325	Thomas Gleim Investigations	DIS	5112	10,000.00
	IC for investigations at the direction of General			
00005070	Counsel. Board Date: 08/17/11	510		
P0325270	Western Graphics Plus	DIS	5899	8,750.00
P0325300 P0325334	Benner Metals Corp News Publishers Press	000	4312	8,000.00
P0325334 P0325284			4321	8,000.00
P0325284 P0325288	Professional Plumbing Inc ACS Education Services Inc	OCC-GB	6250	7,375.00
P0325266 P0325278		DIS	5899	5,730.00
P0325278	Western Graphics Plus Western Graphics Plus	000	4321	4,453.45
P0325291 P0325307	VWR Int'l Inc	000	4321	4,223.66
P0325307 P0325321	Hoover Printing & Lithography Inc	GWC	4312	3,600.00
P0325321		000	4321	3,388.74
P0325204 P0325302	Rhino Electric Supply Rhino Electric Supply	000	4312	2,525.83
P0325302 P0325344		000	4312	2,525.83
P0325344 P0325262	North Hills Landscape Mgmt Inc	DIS	5899	2,500.00
P0325282 P0325280	World Point Schi Computer Products Inc	000	4312	2,277.30
P0325280 P0325326	Sehi Computer Products Inc VMI Inc	GWC	6412	2,232.08
P0325320		000	4315	2,069.33
P0325314 P0325339	Aardvark Clay Supply	GWC	4312	2,000.00
	Alco Target Co	GWC	4312	2,000.00
P0325320	Dell Higher Education	GWC	4315	1,859.23
P0325323	ThreeForks Inc	000	5899	1,800.00
P0325286	Psychological Assessment Resources Inc	CCC	5699	1,479.63
P0325343	Nellcor Puritan Bennett LLC	000	5657	1,460.00
P0325271	Rhino Electric Supply	000	4312	1,445.65
P0325303	Rhino Electric Supply	000	4312	1,445.65
P0325322	Ocean In Motion	000	4312	1,200.00
P0325281	Xerox Corp	000	5638	1,100.00
P0325301	MSC Industrial Supply Co	000	4312	1,025.00
P0325330	Dell Higher Education	OCC-GB	4315	1,017.47
P0325346	Office Depot	000	4312	1,000.00

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	P0325328	Harland Technology Services	CCC	5638	798.00
	P0325309	Battery Systems Inc	GWC	4677	777.42
	P0325340	Fisher Scientific	000	4312	716.67
	P0325272	Psychological Assessment Resources Inc	GWC	4312	685.00
	P0325294	Siemens Industry Inc	000	5638	684.48
	P0325289	Coast Fitness Repair Shop	000	5657	600.00
	P0325305	Sparkletts	GWC	4312	580.00
	P0325282	Dell Higher Education	000	4312	538.70
	P0325274	Follett Higher Education Group Inc #1181	GWC	4285	527.60
	P0325345	Baudville Inc	000	4312	523.64
	P0325297	Caltime Metals	000	4312	500.00
•	P0325298	Seal's Compressed Gases	000	4312	500.00
	P0325299	Aircraft Spruce & Specialty Co	000	4312	500.00
	P0325341	VWR Int'l Inc	000	4312	
	P0325311	McLogan's Supply Co Inc	GWC		480.06
	P0325263	Medical Graphics Corp		4312	450.00
	P0325336	Children's Group	000	4312	435.31
	P0325332	SoCal Office Technologies Inc	000	4312	434.67
	P0325332	-	GWC	5638	420.00
		Art Supply Warehouse	GWC	4312	410.00
	P0325279 P0325276	Konica Minolta Business Solutions	GWC	5638	386.00
		College Board	000	4312	377.13
	P0325295	Hardy Diagnostics	000	4312	365.76
	P0325268	Aardvark Clay Supply	CCC	4312	345.00
	P0325329	Dell Higher Education	OCC-GB	4315	335.86
	P0325313	Home Depot	GWC	4312	300.00
	P0325335	South Coast Art Framing Inc	DIS	4312	300.00
	P0325285	SoCal Office Technologies Inc	GWC	5638	291.72
	P0325337	Amer Council on Education	GWC	4285	282.12
	P0325296	Key Scientific Products	000	4312	267.43
	P0325306	Flinn Scientific Inc	GWC	4312	261.96
	P0325308	Thomas Scientific	GWC	4312	250.11
	P0325273	Edits	GWC	4312	244.65
	P0325292	CTI-Valueline	OCC	4312	227.65
	P0325269	Innovative Systems	OCC	4312	218.92
	P0325319	Battery Systems Inc	000	5657	215.22
	P0325266	Blue Sky Outfitters	000	4312	205.79
	P0325310	Art Supply Warehouse	GWC	4312	200.00
	P0325312	Follett Higher Education Group Inc #1181	GWC	4312	200.00
	P0325315	Home Depot	GWC	4312	200.00
	P0325338	Grainger	GWC	4312	193.69
	P0325327	Sehi Computer Products Inc	CCC	4315	193.25
	P0325267	Fry's Electronics	CCC	4315	107.64
	P0325317	Henry Schein Inc	000	4312	96.92
	P0325290	Tri-Anim Health Services	000	4312	
	P0325342	Amazon.com	000		87.71
	P0325318	World Point		4312	78.84
	P0325275	Interstate Design Industries		4312	73.60
	, 0020270	incidiae peogramatico	GWC	4312	63.57

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P0325333	Dell Higher Education	OCC	4312	53.86	
P0325293	Follett Higher Education Group Inc #1094	OCC	4312	48.08	
	Total \$390		90,515.91		

## **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

# 18. Ratification / Approval of Checks

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Subject	18.01 District
Meeting	Sep 21, 2011 - Regular Meeting
Category	18. Ratification / Approval of Checks
Access	Public
Туре	Consent

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0159906	Coast Community College Dist Medical claims	213,775.29
0159978	Newport-Mesa Unified Sch Dist	107,757.78
0100010	Lease payment for Mesa-Verde Center	107,707.70
0159839	Reliastar Life Insurance Co	70,153.78
	Life insurance premiums	
0159861	Constellation NewEnergy Inc	59,459.48
	Electrical Districtwide	
0159837	Reliastar Life Insurance Co	53,305.20
	Reinsurance premiums	
0159748	Avalon Center at Garden Grove	41,760.00
	Lease payment for One Stop Center, Westminster	
0159791	Mobile Modular Management Corp	41,508.00
	Lease for CCC Early College High School	
0450000	modulars	
0159929	Avaion Center at Garden Grove	38,924.90
0450056	Lease payment for One Stop Center, Westminster	00.074.40
0159956	Constellation NewEnergy Inc Electrical Districtwide	38,374.10
0160006	Trend Offset Printing	29,931.39
0100000	Printing and distribution of Fall 2011 catalog	29,931.39
0159753	Burke Williams & Sorensen LLP	26,902.00
0100700	District General Counsel Legal Service	20,002.00
0159901	SunGard Higher Education Inc	25,232.00
	Districtwide customized software license &	
	service agreement	
0159838	Reliastar Life Insurance Co	22,522.62
0159883	NCS Pearson Inc	20,909.00
0159757	CCCD Student Refunds	16,640.00
0159795	OC Treasurer-Tax Collector	15,589.00
0159835	B & P Services Inc	15,420.00
0159999	Southern Calif Edison Co	13,725.22
0160020	Waxie Sanitary Supply	13,336.09
0160022	Xerox Corp	12,979.03
0159755	Cambridge West Partnership LLC	12,728.00
0159984	PGINET Consulting	11,645.00
0159788	Mesa Consolidated Water Dist	11,000.65
0159915	Apple Computer Inc	10,700.92
0159980 0159971	OC Treasurer-Tax Collector Intelecom	9,201.00
0159971	ThreeForks Inc	8,756.00 8,000.00
0159864	Dermalogica Inc	8,000.00 6,770.80
0159763	Crucial Technology	6,241.87
0159959	EBSCO Subscription Services	5,264.30
		0,207.00

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0159764	Dermalogica Inc	4,755.25
0159960	El Camino Asphalt Paving Corp	4,700.00
0159967	Joycelyn Groot	4,352.00
0159930	Avalon Center at Garden Grove	4,173.40
0159879	Knorr Systems Inc	4,108.12
0159961	Embee Technologies	3,904.29
0159913	Amber Products	3,651.37
0160008	Unisource Worldwide Inc	3,590.54
0159908	Vision Service Plan	3,357.75
0159785	Lynberg & Watkins	3,292.13
0159917	Ascent Elevator Services	3,290.00
0159973	Jobelephant.com Inc	3,260.00
0159834	Automatic Boiler Co	3,095.00
0160037	SMS Systems Maintenance Services Inc	3,046.00
0159816	Universal Placement Program	2,900.00
0159808	Rutan & Tucker LLP	2,600.00
0159871	Gale Group Inc	2,584.72
0159841	Alan's Lawnmower & Garden Ctr Inc	2,443.44
0159877	Int'l Security Products	2,400.56
0159982	Office Depot	2,323.33
0159899	Southern Calif Edison Co	2,274.50
0159911	Aguinaga Green Inc	2,262.76
0159898	Sehi Computer Products Inc	2,048.77
0159931	B & P Services Inc	2,048.69
0159856	Cerritos Franchise Inc	2,000.00
0160021	Xap Corp	1,895.50
0159955	CompuCom Systems Inc	1,892.28
0159916	ARS Enterprises	1,852.50
0159794	North OC Comm College District	1,850.00
0159972	Interstate Design Industries	1,819.00
0159921	АТ & Т	1,680.53
0159969	Hoover Printing & Lithography Inc	1,662.59
0159941	Gail Call	1,630.08
0159914	David Andersen	1,629.28
0159933	Battery Systems Inc	1,601.89
0160015	Vietnamese Community of OC	1,600.00
0159774	Grainger	1,527.01
0159806	Refrigeration Supplies Distrib	1,524.99
0159761	Community College League of Calif	1,500.00
0159891	Richard Pagel	1,500.00
0159954	CollegeAnyWhere Inc	1,500.00
0159907	Unum Ltc	1,462.40
0159836	CCCD Workers Comp Trust Fund	1,353.87
0159890	Optical Calibration Service	1,350.00
0160007	truWest Inc	1,293.00
		1,200.00

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0159882	Minuteman Plumbing & Drains	1,250.00
0159813	System One Business Products Inc	1,200.00
0159942	Henrietta Carter	1,200.00
0159975	Eve Luckring	1,200.00
0159920	AT & T	1,182.24
0159986	Norma Pollaro	1,170.10
0159994	Quality Aire	1,116.06
0159957	Dell Higher Education	1,070.12
0159758	CDWG	1,062.73
0159997	Signs etc	1,046.93
0159845	Sheryl Area	1,039.86
0159875	Home Depot	1,010.41
0159852	Michael Beale	988.35
0159742	ALD Security Innovations	962.00
0159889	Office Depot	945.29
0159746	Apexlamps	942.66
0159887	OCE'	925.71
0160016	VWR Int'l Inc	868.39
0160023	OCC Associated Students	851.92
0159743	Allied Refrigeration Inc	819.31
0159772	FVHS Football Boosters	800.00
0159798	Orange Coast Auto Repair	794.98
0159928	Atkinson Andelson Loya Ruud & Romo	790.00
0160036	Sheeler Bros inc	780.00
0160014	Verizon Wireless	761.85
0159770	Fisher Scientific	759.18
0159754	Calvary Chapel HS Football	750.00
0159820	Waxie Sanitary Supply	723.65
0159765	Dunn-Edwards Corp	715.58
0159936	Marilyn Brock	700.00
0159790	MKH Electronics Inc	690.89
0160010	UPS Protection Inc	689.60
0159789	Minuteman Plumbing & Drains	686.00
0159873	Hardy Diagnostics	655.78
0159939	Calif Commercial Lighting Supply Inc	653.61
0159767	Edison HS Football Boosters	650.00
0159965	Fisher Scientific	593.75
0159741	Agile Sports Technologies	588.00
0159857	CI Solutions	570.53
0159810	Sasco	567.00
0159822	World-Wide Fire Inc	556.35
0159880	William Knowles	555.00
0159783	Kosmet Inc	549.09
0159958	Dunn-Edwards Corp	520.76
0159886	OC Fire Protection Inc	520.00

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0159940	Calif Tool Welding Supply	505.09
0159966	Gale Group Inc	501.58
0159762	Costa Mesa HS Football	500.00
0159769	Estancia HS Football Boosters	500.00
0159777	HBHS Football Booster Club	500.00
0159782	Kim, Youngsuk	500.00
0159784	Lim, Mi Jung	500.00
0159824	Yun, Heasyun	500.00
0159859	City of Westminster	483.15
0159792	Nextel Communications	483.13
0159874	Henry Schein Inc	474.69
0159759	City of Newport Beach	446.34
0159868	Fisher Scientific	433.68
0159773	Ganahi Lumber Co	429.31
0159981	OCC Food Services	414.51
0159905	Smart & Final Stores LLC	407.43
0159768	Estancia Athletics	400.00
0159934	Bee Busters Inc	400.00
0159897	Security Signal Devices	397.30
0159780	Johnstone Supply	392.17
0159745	Andtech Corporation	380.00
0160018	Wards Natural Science	374.06
0159894	Quartermaster OC	373.26
0159843	Apple Computer Inc	363.07
0159938	Burmax Co Inc	362.80
0159895	Rhino Electric Supply	362.41
0159935	Bio-Rad Laboratories Inc	347.63
0159851	AT & T	345.38
0159910	3M Clean Water Solutions	336.00
0159819	Verizon California	321.34
0159778	Home Depot	319.99
0159756	CCCCIO	300.00
0159904	Union Bank	296.71
0159840	ACBO	285.00
0159809	Safety 1st Pest Control Inc	283.50
0160019	Waterline Technologies Inc	260.36
0159812	Sehi Computer Products Inc	259.02
0159983	Orange Coast Auto Repair	255.76
0159814	Tidmore Flags	253.75
0159968	Home Depot	252.44
0159876	Hoover Printing & Lithography Inc	247.83
0159823	Xerox Corp	244.03
0159902	Superior Filtration Products Inc	242.99
0159869	Noemi Flores	225.00
0159787	Medical Arts Press	221.99
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0159912	Alan's Lawnmower & Garden Ctr Inc	210.60
0159962	Entagon Inc	210.22
0159937	Builders Security Locks & Services Inc	207.42
0159855	CDWG	207.38
0159744	Amer Proficiency Institute	205.00
0159740	Accurate Termite & Pest Control	194.00
0159811	Security Signal Devices	192.68
0159815	Toshiba Business Solutions	182.26
0159964	Federal Express Corp	180.25
0159805	Prudential Overall Supply Co	175.19
0159893	Prudential Overall Supply Co	175.19
0160009	United Rentals	173.70
0159991	Prudential Overall Supply Co	166.46
0159900	Storage Place	160.00
0159749	B & P Services Inc	159.83
0159821	Web Commerce Partners Inc	156.48
0159974	G Leipzig	153.01
0159979	Melinda Nish	153.00
0159996	Security Signal Devices	149.75
0159850	AT & T	144.53
0159807	Rhino Electric Supply	143.87
0159760	Coastal Carbonic	142.87
0159775	Graybar Electric	134.69
0160017	Wards Natural Science	127.13
0159747	Aramark Uniform Services	125.96
0160003	Theodore Robins Ford	125.25
0159884	OC Business Council	125.00
0159885	OC Chiefs of Police & Sheriff's Assn	125.00
0159896	Safety & Fire Equipment Co Inc	125.00
0160013	Verizon California	117.72
0159752	Builders Security Locks & Services Inc	111.52
0159846	Cristina Arellano	108.78
0159751	Erin Bianchi	101.38
0159853	Burmax Co Inc	99.57
0159865	Rena Drake	99.13
0159866	Pamela Drennen	94.00
0159771	Fry's Electronics	91.57
0159849	AT & T	90.87
0159766	Eberhard Equipment Inc	89.59
0159945	Coast Community College Dist	86.50
0159842	Antimite Termite & Pest Control	85.00
0159977	Fabienne McPhail Naples	85.00
0159797	Office Depot	80.59
0159953	Coast Community College Dist	80.00
0160012	Verizon California	77.79

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0159818	USA Mobility Inc	75.00
0159927		75.66
0160005	Martha Tran-Nguyen	74.40
0159888	OCTMA	73.77
0159872	Grainger	70.00
0159870	Fry's Electronics	68.98
0159786	Main Electric Supply Co	67.80
0159963	Eversoft	67.77
0159976	Marinus Scientific	67.51
0159862	CSU Channel Islands	66.88
0159863	CSU Channel Islands	65.00
0159844	Aramark Uniform Services	65.00 61.50
0159998	Smardan Supply Co-Orange Coast	61.59
0159944	Coast Community College Dist	60.11
0159948	Coast Community College Dist	60.00
0160002	The Gas Co	60.00 50.01
0159878	Ken's Locksmithery	59.91
0159867	Federal Express Corp	56.57 54.25
0159943	Coast Community College Dist	54.35 50.00
0159860	Coastal Carbonic	50.00 47.86
0159881	Larry's Building Materials	
0160000	Staples Advantage	45.79 41.47
0159946	Coast Community College Dist	40.00
0159854	Calif Dept of Health Services-Facilities Lic	38.00
0159922	AT & T	37.61
0159924	AT & T	36.59
0159796	Oce' Imagistics Inc	36.02
0159903	Tustin Awards Inc	35.53
0159995	Rhino Electric Supply	32.90
0159932	Baker & Taylor	32.82
0159909	Vision Service Plan	31.45
0159817	USA Mobility Inc	29.51
0160011	USA Mobility Inc	29.51
0160001	The Gas Co	26.24
0159858	City of Huntington Beach	24.32
0159970	Hub Auto Supply	23.47
0159947	Coast Community College Dist	23.00
0159989	Prudential Overall Supply Co	20.00
0159800	Prudential Overall Supply Co	21.96
0159988	Prudential Overall Supply Co	21.96
0159993	Prudential Overall Supply Co	21.96
0159801	Prudential Overall Supply Co	20.93
0159987	Prudential Overall Supply Co	20.93
0159992	Prudential Overall Supply Co	20.93
0159750	Baker & Taylor	20.66
	· · · · <b>/</b> · · ·	F0.00

CheckApproval

0159949	Coast Community College Dist	18.50
0159799	Prudential Overall Supply Co	17.73
0159802	Prudential Overall Supply Co	17.73
0159803	Prudential Overall Supply Co	17.73
0159804	Prudential Overall Supply Co	17.73
0159990	Prudential Overall Supply Co	17.73
0159919	АТ & Т	15.56
0159950	Coast Community College Dist	13.00
0159951	Coast Community College Dist	13.00
0159952	Coast Community College Dist	13.00
0159985	Pitney Bowes Presort Services Inc	11.13
0159847	AT & T	11.02
0159781	Kelly Paper	10.51
0159776	GWC Petty Cash	10.08
0159779	Hub Auto Supply	9.27
0159918	AT & T	8.56
0159892	Pitney Bowes Presort Services Inc	6.36
0159926	AT & T	2.53
0159923	AT & T	1.62
0159925	АТ & Т	0.63
0159848	AT & T	0.31

Total

\$ 1,141,730.73

## 19. Check List for General Obligation Bond Fund

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Subject	19.01 District
Meeting	Sep 21, 2011 - Regular Meeting
Category	19. Check List for General Obligation Bond Fund
Access	Public
Туре	Consent

NUMBER	NAME OF VENDOR	AMOUNT F	ROJECT
0160032	Dell Higher Education OCC Upgrd Info Tech Ph1	248,379.89	420236
0160033	Int'l Fidelity Insurance Co OCC Upgrd Softball Field	179,198.00	420233
0160034	KI OCC Classroom Refurbishment Project	31,454.85	420279
0159828	Highmark Smart Reliable Seating Inc OCC Classroom Refurbishment Project	25,185.27	420279
0159829	Mobile Modular Management Corp	11,811.56	420297
0159826	Dougherty & Dougherty Architects LLP	3,595.06	420279
0159833	Wards Natural Science	3,144.57	420207
0159825	D & N Plants	3,113.87	420283
0159831	Tri-Anim Health Services	3,016.83	420207
0159827	Electro Systems Electric	975.00	420207
0160035	MTGL Inc	653.65	420356
0159832	Wards Natural Science	517.72	420207
0160024	C2 Reprographics	394.02	420894
0160026	C2 Reprographics	352.23	420894
0160027	C2 Reprographics	352.23	420894
0159830	MTGL Inc	87.50	420356
0160028	C2 Reprographics	74.63	420894
0160029	C2 Reprographics	65.25	420894
0160030	C2 Reprographics	65.25	420894
0160031	C2 Reprographics	65.25	420894
0160025	C2 Reprographics	52.15	420894

Total

\$ 512,554.78

## **DISCUSSION CALENDAR**

(Green Pages)

The following Discussion Calendar items require individual motions and votes before these items can be implemented. Board actions which would have the effect of amending current District policies will be specifically noted. Current policies affected will be referenced.

## 20. Approval of Agreements

Subject	20.01 CCC - Approve Agreement between Mile Square Golf Course and the Coast Community College District for Catering and Banquet Facilities
Meeting	Sep 21, 2011 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Туре	Matters for Review, Discussion and/or Action

# Approve Agreement between Mile Square Golf Course and the Coast Community College District for Catering and Banquet Facilities

**1. Background:** The Extended Opportunity Programs & Services (EOPS) Program has been successful representing financially and educationally disadvantaged students in their quest for higher education. The Annual Awards ceremony gives students a chance to share their struggles, celebrate with their teachers, families and classmates and be recognized for completing degree requirements and winning competitive scholarships.

**2.** Goal/Purpose: Honoring graduation and scholarship students, student recognition and achievement and motivation and appreciation.

3. Comments (if any): None

**4. Recommendation Statement:** After review by the College President, and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Mile Square Golf Course–Limited Partnership and the Coast Community College District for catering and banquet facilities. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Mile Square Attachment #4)

Fiscal Impact: \$1,900 to be paid from EOPS, Foundation, and ASG funds.

File Attachments Mile Square.pdf (245 KB) Subject20.02 OCC - Approve Agreement between the Research Chefs' Association and<br/>the Coast Community College District for the Purpose of Teaching an Online<br/>Culinology Workshop Offered by Orange Coast CollegeMeetingSep 21, 2011 - Regular MeetingCategory20. Approval of AgreementsAccessPublicTypeDiscussion

### Approve Agreement between the Research Chefs' Association and the Coast Community College District for the Purpose of Teaching an Online Culinology Workshop Offered by Orange Coast College

**Background:** The Research Chefs' Association asked Orange Coast College to offer a series of 22-contact-hour online Culinology courses for members of the Research Chefs' Association. The courses include 4-6 modules and the curriculum belongs to the Research Chefs' Association. This is an industry certification and members and non-members are eligible to enroll in the course throughout the United States.

**Goal/Purpose:** To offer a series of 22-contact-hour online Culinology courses available to members of the Research Chefs' Association and those wanting the professional designation through OCC and RCA.

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 the Research Chefs' Association and the Coast Community College District for the purpose of offering a series of 22-contact-hour online Culinology courses available to members of the Research Chefs' Association and those wanting the professional designation through OCC and RCA. 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:** Research Chefs' Association will receive 17% of the income as a licensing fee and Orange Coast College Community Education to receive revenue from this contract through participant registrations.

File Attachments Research Chefs Assoc.PDF (571 KB)

Subject	20.03 CCC - Approve Agreement between Garden Grove Unified School District and the Coast Community College District for the Function Space for the May 12, 2012, Graduation Ceremony
Meeting	Sep 21, 2011 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Туре	Matters for Review, Discussion and/or Action

Approve Agreement between Garden Grove Unified School District and the Coast Community College District for the Function Space for the May 12, 2012, Graduation Ceremony

**1. Background:** Coastline Community College does not have a location large enough to hold its graduation ceremony. After considering cost, location and capacity it was decided that the Don Wash Memorial Auditorium at Garden Grove High School, in the Garden Grove Unified School District, would provide adequate space for the ceremony as well as be a cost-effective venue.

2. Goal/Purpose: To commend our graduating students and celebrate their achievements.

3. Comments (if any): None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the Garden Grove Unified School District and the Coast Community College District for the function space for Coastline's graduation ceremony. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See GGUSD Attachment #6)

5. Fiscal Review and Impact: \$5,000, paid from General funds.

File Attachments			
GGUSD Application.pdf (25 KB)	GGUSD Facilities.pdf (13 KB)	GGUSD.pdf (20 KB)	

Subject20.04 OCC - Approve Non-Standard Agreement between City of Costa Mesa and<br/>the Coast Community College District for the Purpose of Utilizing the Multi-<br/>Purpose Room at the Costa Mesa Downtown Recreational Facility for the Orange<br/>Coast College Community Education Ballroom Dancing ClassMeetingSep 21, 2011 - Regular MeetingCategory20. Approval of AgreementsAccessPublicTypeDiscussion

Approve Non-Standard Agreement between City of Costa Mesa and the Coast Community College District for the Purpose of Utilizing the Multi-Purpose Room at the Costa Mesa Downtown Recreational Facility for the Orange Coast College Community Education Ballroom Dancing Class

**Background:** Community Education needs a large multi-purpose room facility to hold the Ballroom Dancing class

Goal/Purpose: To provide a classroom for a Community Education event.

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 the City of Costa Mesa and the Coast Community College District for the purpose of utilizing the multi-purpose room at the Costa Mesa Downtown Recreational facility for the Orange Coast College Community Education Ballroom Dancing class. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #7)

**Fiscal Impact:** Orange Coast College Community Education to pay the City of Costa Mesa a \$250 refundable deposit and \$25 per hour to an amount totaling \$300 per class with the potential of offering 4 classes per year.

**File Attachments** 

DRC Facility Rules and Regs -OCC (2).pdf (19 KB)

Subject	20.05 DIS - Approval of Agreement between Healthfax and the Coast Community College District
Meeting	Sep 21, 2011 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Туре	Discussion

#### Approval of Agreement between Healthfax and the Coast Community College District

**1. Background:** The Coast Community College District Wellness Committee provides information and activities for all benefit-eligible employees to increase health awareness. One activity that employees have expressed an interest in continuing to receive flu vaccines on-site at a reduced rate.

**2. Goal/Purpose:** To make available the influenza (flu) vaccine for all interested benefit-eligible employees and retirees at a reduced rate on the following dates & locations:

October 3, 2011	District Office
October 5, 2011	Orange Coast College
October 10, 2011	Coastline College
October 11, 2011	Golden West College

The cost of the influenza vaccine is \$21 per individual, of which the District Wellness Committee will pay \$11. (Employees and retirees will pay \$10 for the vaccine.)

3. Comments (if any): None.

4. Recommendation Statement: After review by the Vice Chancellor of Human Resources and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between HealthFax and Coast Community College District to provide influenza vaccinations to interested benefiteligible employees and retirees at a reduced rate. (See Attachment # 8)

5. Fiscal Review and Impact: \$4,400/District Wellness Funds

File Attachments

2011-CCCD Flu Agreement (2).pdf (190 KB)

Subject	20.06 DIS - Approval of Interim Educational Administrator Employment Agreement
Meeting	Sep 21, 2011 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Туре	Discussion

# Approval of Interim Educational Administrator Employment Agreement; Interim Vice Chancellor of Educational Services, District

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment of the Interim Vice Chancellor of Educational Services, District, to serve for a minimum of 90 days, as needed during the recruitment for the full-time position, pursuant to the Standard Interim Educational Administrator Agreement. Compensation to be prorated based on an annual salary of \$175,000. The Board President, or designee, is authorized to sign the finalized employment agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 9)

File Attachments

VC Ed Services Employment Agreement.pdf (33 KB)

## 21. Buildings and Grounds Approvals

Subject	21.01 DIS - Approve Change Order No. 1; Orange Coast College Classroom Modernization Project; Bid No. 1995
Meeting	Sep 21, 2011 - Regular Meeting
Category	21. Buildings and Grounds Approvals
Access	Public
Туре	Discussion

#### Approve Change Order No. 1; Orange Coast College Classroom Modernization; Bid No. 1995

#### 1. Background:

As the Orange Coast College Classroom Modernization project has concluded, this change order seeks approval of a full and final reconciliation of the contract allowances. A Notice of Completion and Authorization to Release Retention was previously approved by the Board on August 17, 2011. This will conclude the contract for Bid No. 1995.

#### 2. Goal/Purpose:

Project completion and contract close-out.

#### 3. Comments:

This allowance was largely allocated to deal with unforeseen conditions typically associated with similar renovation projects. This project experienced significantly less than ordinary amount of such findings.

#### 4. Recommendation Statement:

After review by the Vice President of Administrative Services and Assistant Director of Facilities Planning and Construction, it is recommended by the Chancellor that authorization be given for Change Order No. 1 to Orange Coast College Classroom Modernization; Bid No. 1995 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents.

#### PH Hagopian Contractor Inc.

Final Closeout – Unused Allowance

<\$135,754.81 >

<u>Contract Amount</u>: \$1,953,245.19 (C.O. 1: 6.5% decrease) Total Change Orders: <\$135,754.81> (6.5% Decrease)

Fiscal Impact: <\$135,754.81>

(Measure C -- General Obligation Bond Fund) Master Plan Approved Project OCC Upgrade Student Services OCC Student Center

(Attachment # 10)

### File Attachments OCC Bid 1995 CO #1 PH Hagopian.pdf (62 KB)

## 22. General Items of Business

Subject	22.01 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreement for Contractor Services
Meeting	Sep 21, 2011 - Regular Meeting
Category	22. General Items of Business
Access	Public
Туре	Discussion

### Approval of Contractors for FY 2011-2012 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 2011-2012. 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.

Pro Furniture Installs 6682 Ginger Lane Westminster CA 92683

El Camino Asphalt Paving Corp. 784 N. Lemon Street Orange CA 92867

North Hills Landscape Mgt. 2100 Emery Avenue La Habra CA 90631

Schindler Elevator Corp. 3585 Cadillac Avenue Costa Mesa CA 92626-1401

TCD Services Inc. 4091 E. La Palma Avenue Suite P Anaheim CA 92807 Subject22.02 DIS - Nomination of Trustee Mary L. Hornbuckle to Serve on the Advisory<br/>Committee on Education Services (ACES)MeetingSep 21, 2011 - Regular MeetingCategory22. General Items of BusinessAccessPublicTypeDiscussion

# Nomination of Trustee Mary L. Hornbuckle to Serve on the Advisory Committee on Education Services (ACES)

The Advisory Committee on Education Services, sponsored by the Community College League of California, is responsible for identifying and reviewing needs for the educational and professional development programs provided to the colleges. Committee members provide input and guidance on conference organization and other higher education policy issues.

At this time, Trustees have the opportunity to nominate a fellow Board Member to the ACES. Board Vice President Jim Moreno recommends that Mary L. Hornbuckle be nominated to serve on this committee.

## 23. Resolutions

# Subject23.01 Resolution #11-39 in Support of Purchasing Items from Firms that areBased in the United States and Who Employ Staff Within Our Borders

Meeting Sep 21, 2011 - Regular Meeting

Category 23. Resolutions

Access Public

Type Discussion

At the recommendation of the Board Vice President, Jim Moreno, Trustees shall have the opportunity to consider Resolution #11-39 in support of purchasing items from firms that are based in the United States and who employ staff within our borders. (See Attachment #11)

**File Attachments** 

Resolution 11-39 Purchasing Items.pdf (270 KB)

Subject	23.02 Resolution #11-40 Authorizing Payment to Trustee Absent from Board Meeting
Meeting	Sep 21, 2011 - Regular Meeting
Category	23. Resolutions
Access	Public
Туре	Discussion

# Adoption of Resolution #11-40 Authorizing Payment to Trustee Absent from Board Meeting (See Attachment #12)

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 was 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."

Trustee Jerry Patterson was absent from the Special Meeting of September 19, 2011. A resolution has been prepared for your Board to consider, indicating that Trustee Patterson's absence was due to hardship deemed acceptable by the Board.

## 24. Approval of Minutes

Subject	24.01 DIS - Approval of Minutes
Meeting	Sep 21, 2011 - Regular Meeting
Category	24. Approval of Minutes
Access	Public
Туре	Discussion

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:

Special Board Meeting of August 25, 2011 Regular Board Meeting of September 7, 2011

File Attachments

Min 8-25-11 Special Meeting.pdf (13 KB)

Min 9-7-11 Regular Meeting.pdf (268 KB)

## 25. Close of Meeting

Subject	25.01 - 25.02 Close of Meeting
Meeting	Sep 21, 2011 - Regular Meeting
Category	25. Close of Meeting
Access	Public
Туре	Action

#### 25.01 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.

25.02 Adjournment

## **Special Meeting**

## **Board of Trustees**

# Coast Community College District

## Sailing Center, Newport Beach

## August 25, 2011 at 9:00 a.m.

## MINUTES

A Special Meeting of the Board of Trustees of the Coast Community College District was held on August 25, 2011 in the Sailing Center Conference Room located at 1801 W. Coast Highway, Newport Beach, California.

## 1. Call to Order

Board President Jerry Patterson called the meeting to order at 9:10 a.m.

## 2. Roll Call

Trustees Present:Jerry Patterson, Lorraine Prinsky, Jim Moreno, David Grant,<br/>and Mary HornbuckleTrustees Absent:Student Trustee Joe Venegas III (excused)

## 3. Opportunity for Public Comment

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

## 4. Board of Trustees' Retreat

## 5. Recess for Lunch

The Board recessed to lunch at 12:15 p.m.

## 6. Reconvene Workshop

## 7. Develop Action Plan

The Board of Trustees and the Chancellor discussed the following items:

Chain of Command Improving Communication District Unity and Collaboration Review of Policy Standards on Board's Role

## 8. Evaluate Workshop

The Board evaluated the workshop.

#### 9. Recess to Closed Session

The Board recessed to Closed Session at 1:30 p.m. to discuss the following item:

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

Position: Chancellor

#### Reconvene to Open Session

The Board reconvened to Open Session at 4:00 p.m.

#### 10. Report of Action from Closed Session (if any)

There was no report of action from Closed Session.

#### 11. Adjournment

There being no further business, it was moved by Dr. Prinsky and seconded by Mr. Moreno to adjourn the meeting.

Motion carried with the following vote:

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

The meeting was adjourned at 4:45 p.m.

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. Open Session

September 7, 2011

## MINUTES\*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on September 7, 2011 in the Board Room at the District Office.

## 1.00 Preliminary Matters

## 1.01 Call to Order

Board Vice President Jim Moreno called the meeting to order at 5:00 p.m.

## 1.02 Roll Call

Trustees Present:Jim Moreno, Lorraine Prinsky, Mary Hornbuckle and David Grant<br/>Student Trustee Joe Venegas III joined the meeting at 6:30 p.m.Trustees Absent:Jerry Patterson

## 1.03. Opportunity for Public Comment (Closed Session - Items on Agenda)

There were no requests to address the Board.

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

- 6. Classified Management Interim Director Fiscal Services
- Classified Staff Div/Area Office Coordinator Accounting Assistant III Buyer I Course Assistant I
- 8. Reclassification and Reorganization/Reassignment Accounting Coordinator Sr. **MIS** Technician Area Facilitator Foundation Staff Aide **MIS** Technician Accounting Coordinator Sr. Staff Assistant Accounting Technician **Div/Area Coordinator** Staff Assistant Sr. - Counseling Admissions/Records Technician II ISD Multimedia Analyst/Programmer/Producer Admission/Records Technician II Applications/Systems Analyst Admissions/Records Technician II
- 9. Classified Temporary Assignments Applications Project Coordinator Special Assignment
- 10. Short Term Hourly Staff
- 11. Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- 14. Student Workers

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

- 1.04.02 Conference with Legal Counsel: Existing Litigation (Pursuant to sub-section "a" of Government Code Section 54956.9)
  - Damian Rodriguez vs. George Phan et al., Orange County Superior Court Case No, 30-2011-00445563
  - FM & Sons, Inc. vs. Coast Community College District, Orange County Superior Court Case No. 30-2011-00451209
  - Carpenters Southwest Administrative Corporation vs. Coast Community College District et al. Orange County Superior Court Case No. 30-2011-00479021
  - Coast Federation of Educators vs. Coast Community College District, Public Employment Relations Board Case No. LA-CE-5578-E
  - Janet Redding vs. Coastline Community College et al., Orange County Superior Court Case No. 30-2011-00479488

Coast Community College Association vs. Coast Community College District, PERB Case #LA-CE-5436-E

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

Potential Initiation of Litigation: One Case

- 1.04.05 Public Employee Discipline/Dismissal/Release (Pursuant to Government Code Section 54957)
- 1.04.06 Conference with Labor Negotiator (Pursuant to Government Code Section 54957.6) Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor, Human Resources

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

#### 1.05 Reconvene Regular Meeting

The meeting was reconvened to Open Session at 6:32 p.m.

#### 1.06 Pledge of Allegiance – Trustee Lorraine Prinsky

Trustee Lorraine Prinsky led the Pledge of Allegiance to the United States of America.

#### 1.07 Report of Action from Closed Session

Dr. Christian Teeter, Secretary of the Board of Trustees, reported for **Item 1.04.01 Public Employment**, the Board pulled Section 8, Reclassification and Reorganization/Reassignment of the Personnel Report for action in Open Session.

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve all items in Section 8, Reclassification and Reorganization/Reassignment.

Motion carried with the following vote:

Aye:Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and Mr. Venegas IIINo:NoneAbsent:Mr. Patterson

Dr. Teeter reported from Closed Session that on a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board had voted to approve the balance of personnel items as listed in Item 1.04.01 Public Employment. (See Appendix pages 12-19)

Motion carried with the following vote:

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

#### 1.08 Opportunity for Public Comment

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

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

1.01.01Acceptance of Retirements

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

Faculty

Dees, Van, GWC, Instructor, English as a Second Language, retirement effective 8-11-11.

Classified

Bright, Daniel, OCC, Athletic Trainer, retirement effective 8-1-11.

#### Revise Retirement Effective Date

Ferrara, Sabine, OCC, Admissions/Records Tech 2, revise effective retirement date from 1-1-12 to 12-31-11.

On a motion by Mr. Venegas and seconded by Dr. Prinsky, the Board voted to accept these retirements.

Motion carried with the following vote:

Aye:Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and Mr. Venegas IIINo:NoneAbsent:Mr. Patterson

#### 2.00 General Information and Reports

#### 2.01 Report from the Acting Chancellor

Dr. Andrew Jones, Chancellor, provided a report to the Board.

#### 2.02 Reports from the Presidents

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

Christine Nguyen on behalf of 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

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

Catherine Tran, Orange Coast College Tarez Henderson and Graciela Ennis Becerra, Coastline Community College

#### 2.04 Reports from the Academic Senate Presidents

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

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

#### 2.05 Reports from the Presidents of Employee Representative Groups

Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE) addressed the Board and presented a Resolution from the CFCE in support of California's Grocery Workers.

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

#### 3.01 Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2011/2012 as presented in the September 7, 2011 Agenda.

#### 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)

The Board reviewed the meetings and conferences of the AACC, ACCT, CCLC and CCCT.

#### 3.03 The Board Directives Log

The Board reviewed and discussed items on the Board Log. On a motion by Mr. Moreno and seconded Dr. Prinsky, the Board voted to remove Item 3 from the Board Log as this will now be monitored by the Chancellor.

Motion carried with the following vote:

Aye:Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and Mr. Venegas IIINo:NoneAbsent:Mr. Patterson

#### 3.04 Buildings and Grounds Reports

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the September 7, 2011 Agenda.

#### 4.00 Public Hearing

#### 4.01 DIS - Public Hearing and Adoption of the 2011-2012 Budget for the Coast Community College District

The Public Hearing was opened by Board Vice President Moreno at 7:09 p.m. Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT), addressed the Board under Public Testimony regarding the Budget reserves. The Public Hearing was closed at 7:12 p.m. by Mr. Moreno.

Mr. W. Andrew Dunn, Vice Chancellor of Finance and Administrative Services provided a presentation to the Board on the 2011-2012 Final Budget.

On a motion by Mr. Grant and seconded by Ms. Hornbuckle, the Board voted to adopt the 2011-2012 Budget and to direct the Chancellor to file the budget with the State Chancellor's Office.

Motion carried with the following vote:

Aye:Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and Mr. Venegas IIINo:NoneAbsent:Mr. Patterson

#### **CONSENT CALENDAR**

On a motion by Ms. Hornbuckle and seconded by Mr. Venegas, the Board voted to approve the Consent Calendar.

Motion carried with the following vote:

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

#### DISCUSSION CALENDAR

#### 22.00 Approval of Agreements

#### 22.01 DIS - Approve Non-Standard Agreement between Vicenti, Lloyd and Stutzman, LLP and the Coast Community College District for Additional Audit Work Required for the 2009-2010 Fiscal Year

On a motion by Mr. Venegas and seconded by Mr. Moreno, the Board voted to approve

the Agreement between Vicenti, Lloyd & Stutzman LLP and the District. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

#### Fiscal Impact: \$2,000

Motion carried with the following vote:

Aye:Mr. Moreno, Dr. Prinsky, Mr. Grant, Ms. Hornbuckle and Mr. Venegas IIINo:NoneAbsent:Mr. Patterson

# 22.02 DIS - Approve Non-Standard Agreement between Mr. Copy Inc., a Xerox Company, and the Coast Community College District for Managed Print Services

On a motion by Mr. Venegas and seconded by Dr. Prinsky, the Board voted to approve the Print Maintenance Agreement with Mr. Copy Inc. It is recommended that the Board of Trustees authorize the Board President, or designee, to sign the Agreement and any related documents, indicating approval by the Board of Trustees The Board President, or designee, is authorized to sign the Addendum and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** \$11,760, payable at \$980 per month from General Funds for the 12-month contract. The District Site is expected to save 60% or \$1,540 per month under this agreement with the same or better service level.

Motion carried with the following vote:

Aye:Mr. Moreno, Dr. Prinsky, Ms. Hornbuckle, Mr. Grant and Mr. Venegas IIINo:NoneAbsent:Mr. Patterson

#### 23.00 General Items of Business

#### 23.01 DIS - Appointment of Center for Demographic Research to Provide Redistricting Consulting Services, Approval of Proposal from Center for Demographic Research, and Authorization to Approve Payments by Invoice

On a motion by Dr. Prinsky and seconded by Mr. Venegas, the Board voted to appoint the Center for Demographic Research (CDR) for Redistricting Consulting Services, and approve the proposal submitted from CDR for such services.

The Board further delegated authority to the Board President and Board Clerk to approve all invoices for payment from CDR. The Secretary of the Board was directed to review all invoices submitted by CDR and confirm that their contents match to the scope of work provided by CDR in its July 15, 2011 proposal to the Board of Trustees.

Motion carried with the following vote:

Aye:Mr. Moreno, Dr. Prinsky, Ms. Hornbuckle, Mr. Grant and Mr. Venegas IIINo:NoneAbsent:Mr. Patterson

#### 23.02 DIS - Approval of Retainer Agreement with Woodruff Spradlin & Smart

On a motion by Dr. Prinsky and seconded by Mr. Moreno the Board voted to approve the Retainer Agreement with Woodruff Spradlin & Smart to provide legal services pertaining to redistricting.

Motion carried with the following vote:

Aye:Mr. Moreno, Dr. Prinsky, Ms. Hornbuckle, Mr. Grant and Mr. Venegas IIINo:NoneAbsent:Mr. Patterson

#### 23.03 DIS - Appointments to Citizens' Oversight Committee

On a motion by Mr. Grant and seconded by Ms. Hornbuckle the Board voted to appoint Trung Ta and Gene Farrell to the Citizens' Oversight Committee as At-Large representatives to begin two-year terms, retroactive to March 2011.

Motion carried with the following vote:

Aye:	Dr. Prinsky, Ms. Hornbuckle, Mr. Grant and Mr. Venegas III
No:	Mr. Moreno
Absent:	Mr. Patterson

# 23.04 DIS - Consideration of Appointment to the Orange County Legislative Task Force for FY 2011-2012

On a motion by Dr. Prinsky and seconded by Mr. Venegas, the Board voted to appoint Mr. Ed Fawcett to the Orange County Legislative Task Force for FY 2011-2012.

Motion carried with the following vote:

Aye:Mr. Moreno, Dr. Prinsky, Ms. Hornbuckle, Mr. Grant and Mr. Venegas IIINo:NoneAbsent:Mr. Patterson

#### 24.00 Resolutions

#### 24.01 DIS - Adoption of Resolution #11-35 Authorizing Payment to Trustee Absent from Board Meeting

On a motion by Ms: Hornbuckle and seconded by Mr. Grant, the Board voted to adopt Resolution #11-35 authorizing payment to Trustee Patterson who was absent from the Regular Board Meeting of September 7, 2011 due to hardship deemed acceptable by the Board.

Motion carried with the following vote:

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

### 24.02 DIS - Adoption of Resolution #11-36 Board of Trustees' Meeting Schedule for Calendar Year 2012

On motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to adopt Resolution #11-36 Board of Trustees' Meeting Schedule for Calendar Year 2012 with an amendment to the meeting of June 20, to include a Budget Study Session.

Motion carried with the following vote:

Aye:Mr. Moreno, Dr. Prinsky, Ms. Hornbuckle, Mr. Grant and Mr. Venegas IIINo:NoneAbsent:Mr. Patterson

24.03 DIS - Adoption of Resolution #11-37 to Enter into an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care & Development Programs Grant (CCTR-1179)

#### 24.04 DIS - Adoption of Resolution #11-38 to Enter into an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center California State Preschool Program Grant (CSPP-1338)

On a motion by Ms. Hornbuckle and seconded by Mr. Venegas the Board voted to adopt **Item 24.03 Resolution #11-37** entering into an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care and Development Programs Grant (CCTR-1179), and **Item 24.04 Resolution #11-38** entering into an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center California State Preschool Program Grant (CSPP-1338):

Motion carried with the following vote:

Aye:Mr. Moreno, Dr. Prinsky, Ms. Hornbuckle, Mr. Grant and Mr. Venegas IIINo:NoneAbsent:Mr. Patterson

#### 25.00 Approval of Minutes

On a motion by Dr. Prinsky and seconded by Mr. Moreno, the Board voted to approve the minutes of the Regular Meeting of August 17, 2011.

Motion carried with the following vote:

Aye:Mr. Moreno, Dr. Prinsky, Ms. Hornbuckle, Mr. Grant and Mr. Venegas IIINo:NoneAbsent:Mr. Patterson

#### 26.00 Close of Meeting

### 26.01 Public Comment (Items Not on Agenda)

There were no requests to address the Board.

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#### 26.02 Adjournment

There being no further business, on a motion by Dr. Prinsky and seconded by Ms. Hornbuckle the meeting was adjourned at 7:51 p.m.

Motion carried with the following vote:

Aye:Mr. Moreno, Dr. Prinsky, Ms. Hornbuckle, Mr. Grant and Mr. Venegas IIINo:NoneAbsent:Mr. Patterson

Secretary of the Board of Trustees

\*The Student Trustee of the Coast Community College District is provided with an advisory vote to the Board of Trustees, per Board Policy 2015. As such, the Student Trustee's votes recorded within these minutes are advisory only in nature and are not counted in the final outcome of each action taken by the Board.

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## APPENDIX

		Page
А.	Public Employment, Classified Staff	12-19

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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.

<u>COASTLINE COLLEGE</u> <u>CREDITS FOR COLLEG</u> <u>Name</u> Chang, Sarah	<u>Start Date</u> 08/01/11 08/08/11	<u>End Date</u> 09/30/11 09/30/11	<u>Pay Type</u> EXH EXH	<u>Pay Rate</u> \$29.46 \$73.94	
Justification: Paperwork	submitted late fi	om Departm	ent		
<u>HOLISTIC GRADING</u> <u>Name</u> Sakovich, Lauren	<u>Start Date</u> 09/08/11	<u>End Date</u> 06/3012	<u>Pay Type</u> EXH	<u>Pay Rate</u> \$29.46	
<u>VIRTUAL MACHINEWAR</u> <u>Name</u> Chen, Eric	RE TRAINING Start Date 09/07/11	<u>End Date</u> 06/30/12	<u>Pay Type</u> EXH	<u>Pay Rate</u> \$29.46	
ABI STAFF MEETING Name Leath-McRai, Jennifer Justification: Paperwork	<u>Start Date</u> 08/29/11 submitted late fr	<u>End Date</u> 12/31/11 om Departm	<u>Pay Type</u> EXH ent	<u>Pay Rate</u> \$29.46	
GOLDEN WEST COLLE	GE				
<u>Name</u> Bouzar, Pete	<u>Start Date</u> 07/11/11	<u>End Date</u> 08/26/11	<u>Pay Type</u> EXM	<u>Pay Rate</u> \$43.55	
<u>WRITING CENTER TO T</u> <u>Name</u> Cosand, Keisha Galassi, Cecelia Justification: Instructors r	<u>Start Date</u> 07/25/11 07/25/11	<u>End Date</u> 07/29/11 07/29/11	<u>Pay Type</u> EXM EXM	ER MOVE Pay Rate \$43.55 \$43.55	<u>Compensation</u> \$435.55 \$87.11
ACADEMIC ADVISEMEN Name Icaro-Boiser, Rubirosa Lane, Andrea Ngo, Michelle Rapp, Paula	<u>VT</u> <u>Start Date</u> 09/08/11 09/08/11 09/08/11 09/08/11	<u>End Date</u> 12/18/11 12/18/11 12/18/11 12/18/11	<u>Pay Type</u> UNT UNT UNT UNT	<u>Pay Rate</u> \$61.88 \$73.94 \$73.94 \$73.94	
ORANGE COAST COLLI COMMUNITY SCIENCE Name Baker, Cherryl		<u>End Date</u> 12/30/11	<u>Pay Type</u> EXM	<u>Pav Rate</u> \$43.55	Compensation \$300.52
<u>LIBRARIAN REFERENC</u> <u>Name</u> Morgan, Carleton	E <u>DESK</u> <u>Start Date</u> 09/01/11	<u>End Date</u> 12/30/11	Pay Type LOV	<u>Pay Rate</u> \$72.00	<u>Compensation</u> \$1980.00

#### LIBRARIAN OVERLOADS

Overload assignments for the following librarians, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/27/11 to 12/18/11** 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:

<u>000</u>	
Name	LHE
Morgan, Carleton	1.00

#### FACULTY OVERLOAD

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/27/11 to 12/18/11** 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:

#### <u>GWC</u>

 Name
 LHE

 Bouzar, Pete
 1.00

 Justification: Changes to instructor load resulted in an additional hour of overload

 Chu, Alice
 3.00

 Justification: Additional class needed to meet student needs

OCC <u>Name</u> Golden, Jill Justification: Increase in LHE to cover another faculty member on medical leave

#### 2. Substitute Faculty

#### Full time Faculty Substitutes

It is recommended that the following individuals perform substitute assignments, and subject to Board policies governing such appointments, to be compensated at the overload rate.

#### Golden West College

Chambliss, Tasha Christie, Joan Fiorane, Michele Holland, Jon Reyna, Edward Rosales, Evangelina Smith, Jane

#### Part time Faculty Substitutes

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 2011-12 academic year.

#### Golden West College

Abella, Dori Baumgartner, Bern Bornemann, Chung Cooper, Paz Cordiero, Judy Davis, Sherry Graves, Buchansha Haig, Jeffrey Jimmons, Charlotte Minsky, Larry Reyes, Lourdes Russell, Bruce Salazar, Yvonne Snedeker, Marde Vlachos, Dino

#### 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:

Faculty	
---------	--

<u>Name</u> Pittaway, Daniel	LOC CCC	<u>Title</u> Instructor, Success	Student	<u>Start Date</u> 08/27/11	<u>Plcmt</u> A-II-07
		Success			

#### 4. Part time Faculty

#### FALL

Assignments during the period **08/27/11-12/18/11** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency. The items listed below have been submitted late for Board approval due to scheduling conflicts, last minute program requirements and student enrollment demands.

<u>Coastline College</u> <u>Name</u> Anderson, Rachel Couch, Anna Covarrubias, Araceli Kelsey, David Kempe, Gladys Leath-McRae, Jennifer Lee, David Rutledge, Darius Sakovich, Lauren Sidhu, Rajinder	LHE 3.000 3.000 3.000 2.000 9.000 3.000 3.000 3.000 6.500
Golden West College Name Agnew, Cassandra Amerian, Stephanie Anthony, Richard Black, James Chao, Iris Fazeli, Farimah Garcia, Anthony Garg, Akash Gomez-Holbrook, Angela Gonzalez, Juan Gottesman, Judith Henderson, Heather Hunt, Ryan	LHE 4.500 3.000 10.000 8.000 9.000 6.350 5.250 1.670 4.340 1.000 4.500 3.000
Jaramillo, Eli Kelly, Aaron Magallanes, Francisco Minear, Samantha	6.250 3.000 9.830 5.330

Moreland, Eddie Morgan, Winston	7.380 3.000
Mushet, Linda Olson, Wayne	3.000 4.040
Ontiveros, Manny	9.000
Orrill, Deborah	6.000
Paison, Eric	4.500
Tran, Tammie	4.000
Tumbas, Nancy	3.000
Salerno, Mark	7.000
Skidmore, Peju	4.000
Spiniello Duran, Paula	3.000
Supple, Marty	3.750
Vasilik, Richard	9.970
Voisard, Norbert	5.500
Yoon, Amiee	3.000
Orange Coast College	
Name	<u>LHE</u>
Carlander, David	4.000
McGaughey, Christen	8.000
Willis Jr, Roger	9.000

The following <u>GWC</u> Part-time Police Academy Instructors to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2011-12 school year for the period **09/08/11 to 06/30/12**, not to exceed **498** hours:

Allum, Richard Hume, James

5. Educational Administrator None.

### 6. Classified Management

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

**Reappointment** 

Name	LOC	<u>Title</u>	<u>Start Dt</u>	End Dt	Plcmt
Kudlik, Richard	CCC	Interim Director Fiscal Services	10/08/11	04/08/12	G-24-07

#### 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:

### Promotions and Transfers

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	Vacancy #		
Dominguez, Heather	000	Div/Area Office Coordinator	08/29/11*	E-49-04	0-001-12		
Giordano, Trudie	DIST	Accounting Assistant III	09/19/11	E-46-05	D-004-12		
Lowe, Joanna	DIST	Buyer I	09/08/11	E-51-02	D-002-12		
*Justification: Hiring process not completed until after Board deadline and position required to be filled at							
the start of the semester							

### Administrative Transfer

 Name
 LOC
 From
 To
 Effective

 Velasquez, Joe
 OCC
 Financial Aid Tech E-44
 Course Assistant 1 E-44
 08/29/11\*

 \*Justification: Transfer process completed after Board deadline and was necessary due to critical need in Large Group Instruction for the beginning of the semester classes
 Effective
 08/29/11\*

#### 8. Reclassification and Reorganization/Reassignment

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

Classified				
Name	<u>LOC</u>	From	To	Effective
Ajbani, Minal	$\overline{\text{ccc}}$	Accntng/Fiscal Sp E-52	Accntng Coordinator Sr E-56	09/08/11
Au, Duc	CCC	WIA Support Clerk E-39	MIS Technician E-44	09/08/11
Bledsoe,	CCC	Typist Clerk, Interm E-36	Area Facilitator E-52	09/08/11
Katherine				
Coker, Paula	CCC	Foundation Office Asst E-42	2 Foundation Staff Aide E-48	09/08/11
Durkee, Dolores	CCC	Eligibility Tech E-42	MIS Technician E-44	09/08/11
Ha, Tran	CCC	Accntng Tech-Spec Projects	s Accntng Coordinator Sr E-56	09/08/11
·		E-48	<b>C</b>	
Jefferson,	GWC	Staff Specialist E-50	Staff Assistant E-52	09/08/11
Lurecca				
Nguyen, Trang D.	CCC	Accounting Asst III E-46	Accounting Tech E-48	09/08/11
Ramon, Diana	CCC	Secretary, Admin E-49	Div/Area Coordinator E-49	01/01/12
Spoja, Caroline	CCC	Staff Specialist E-50	Staff Asst Sr-Counseling E-54	09/08/11
Tran, Khoi	CCC	Adm/Rec Tech II (70%) E-4	5 Adm/Rec Tech II (100%) E-45	09/08/11
Tran, Toan	CCC	ISD Programmer E-65	ISD Multimedia	09/08/11
		-	Anal/Prgrmmr/Producer E-69	
Wang, Michelle	CCC	Adm/Rec Tech II (48.75%)	Adm/Rec Tech II (100%) E-45	09/08/11
-		E-45		
Zaki, Sohair	CCC	Appli Systms Anal/Prgrmmr	Appli Systems Anal E-69	09/08/11
		E-64		
Revision to Previou		Action		
<u>Name</u>	<u>LOC</u>	<u>From</u>	To	<u>Effective</u>
Dick, Adele	GWC	Library Assistant	Admissions and Records Tech II	08/29/11*

\* Revision of start date from 08/18/11

### 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):

Extension of End Dates for Out of Class Assignments							
Name	LOC	<u>From</u>	To	Action		<u>Plcmt</u>	
Mihatov, Steven	CCC	Inform Sys	Appli Project	Extend fron	n 06/30/11	E-69-05	
		Tech Sr	Coordinator	to 01/31/12	*		
*Justification: Carr	pus late	in submitting P	AF				
Revision to Previo	us Board	d Action					
<u>Name</u>	LOC	<u>From</u>	<u>To</u>	<u>Start Dt</u>	End Dt	<u>Plcmt</u>	
Le, Jenny	CCC	Mil Cont Ed	Special	09/01/11*	11/30/2011	E-45-5	
-		Tech Inter	Assignment				
*Revision of start date from 08/06/11.							

10. Short-Term 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>	LOC	<u>Start Date</u>	End Date	Funding Source	Days to Work
Cutting, Kristopher	000	09/12/11	06/30/12	124044-259300	M,W,F
Goode, Kathleen*	OCC	08/26/11	06/30/12	110001-280003	M,T,W,TH,F
Legaspi, Jodie	OCC	09/08/11	06/30/12	110001-249200	M,T,W,TH,F
Neal, Krystal	CCC	09/08/11	06/30/12	110001-885203	M,T,W,TH,F
Nypert, Kristen	000	09/08/11	06/30/12	124044-259300	M,W,F
Onofre, Mauricio	OCC	09/08/11	06/30/12	110001-248501	M,T,W,TH
Soukhaseum, Sandy	GWC	09/08/11	12/16/11	124036-349303	M,T,W,TH,F
Wensko, Nathan	OCC	09/12/11	06/30/12	110001-214300	M,T,W,TH,F
West, Eric	OCC	09/08/11	06/30/12	127005-258900	T,TH
	OCC	09/08/11	06/30/12	812035-285802	T,TH

\*Justification: Replacement for employee unable to return to work.

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

Name	LOC	Start Date	End Date	Funding Source	Deve to Mark			
					<u>Days to Work</u>			
David, Rachel*	OCC	08/26/11	06/30/12	812001-201592	M,T,W,TH,F			
	000	08/26/11	06/30/12	110001-201591	M,T,W,TH,F			
	OCC	08/26/11	06/30/12	120176-251035	M,T,W,TH,F			
	OCC	08/26/11	06/30/12	120176-251045	M,T,W,TH,F			
Elgindi, Isaac	000	09/22/11	06/30/12	812001-201592	M,T,W,TH,F			
	000	09/22/11	06/30/12	110001-201591	M,T,W,TH,F			
	OCC	09/22/11	06/30/12	120176-251035	M,T,W,TH,F			
	000	09/22/11	06/30/12	120176-251045	M,T,W,TH,F			
Hogan, Daniel*	000	08/26/11	06/30/12	812001-201592	M,T,W,TH,F			
	000	08/26/11	06/30/12	110001-201591	M,T,W,TH,F			
	OCC	08/26/11	06/30/12	120176-251035	M,T,W,TH,F			
	OCC	08/26/11	06/30/12	120176-251045	M,T,W,TH,F			
Mangrum, Leslie	CCC	09/08/11	09/30/11	120181-856601	M,T,W,TH,F			
Nguyen, Tri Huynh-Minh**	GWC	08/22/11	06/30/12	110001-311305	M,T,W,TH,F			
Nuzzolese-Laflamme, V.	OCC	09/08/11	06/30/12	120176-251035	M,T,W,TH,F			
	OCC	09/08/11	06/30/12	120176-251045	M,T,W,TH,F			
Riedl, Nerisa	000	09/08/11	06/30/12	110001-200300	M,T,W,TH,F			
* Justification: Compute Development repeated DAE from dependences of a firm dependence.								

\*Justification: Campus Personnel received PAF from department after deadline.

\*\*Justification: Emergency hire due to Health and Safety requirements for the Chemistry Dept.

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>	LOC	Start Date	End Date	Funding Source	Days to Work
Arroyo, Ernesto Jr.	000	09/08/11	06/30/12	127005-258900	M,T,TH
Becker, Christopher	000	09/08/11	06/30/12	812015-263750	S,SU
Godinez, Carlos*	000	08/18/11	06/30/12	812020-205404	M,T,W,TH,F
	000	08/18/11	06/30/12	812020-205401	M,T,W,TH,F

\*Justification: Copy of paperwork not received at District H.R.

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

<u>Name</u>	LOC	Start Date	End Date	Funding Source	Days to Work
Hahs, Crystal	GWC	09/08/11	06/30/12	124006-361516	M,T,W,TH,F
•	GWC	09/08/11	06/30/12	124052-343303	M,T,W,TH,F
Laihee, Mary	GWC	09/08/11	06/30/12	110001-300002	M,T,W,TH,F
Lersch, Jeannine	GWC	09/08/11	06/30/12	124006-361516	M,T,W,TH,F
	GWC	09/08/11	06/30/12	124052-343303	M,T,W,TH,F
Ortiz Flores, Jose	OCC	09/08/11	06/30/12	812035-281201	M,TH,F
Richard, Paul	GWC	09/08/11	06/30/12	110001-347151	M,T,W,TH,F
Romero, Nicole	GWC	09/08/11	06/30/12	124006-361516	M,T,W,TH,F
	GWC	09/08/11	06/30/12	124052-343303	M,T,W,TH,F
White, Jeri*	GWC	08/29/11	06/30/12	127002-364104	M,T,W,TH,F
Williams, Sierra	GWC	09/08/11	06/30/12	124006-361516	M,T,W,TH,F
	GWC	09/08/11	06/30/12	124052-343303	M,T,W,TH,F
	<u> </u>				

\*Justification: For full Health Center coverage.

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.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Bui, Kimberly		EXTEND	09/19/11	110001-849510	M,T,W,TH,F
Carrera, Walter	CCC	08/10/11	10/01/11	120010-850101	M,T,W,TH,F
Colvin, Elaine	CCC	08/10/11	10/01/11	120010-850101	M,T,W,TH,F
Crews, Brett	CCC	08/10/11	10/01/11	120010-850101	M,T,W,TH,F
Gutierrez, Katelyn	000	EXTEND	09/19/11	110001-249200	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 Colby, Laura Hartwell, Riley Juntilla, Joshua Juntilla, Matthew Rohlfing, Julie Stueland, Sarah

**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 Bao, Michael Cao, Marian Covarrubias, Roxana Hoang, Clinton Tran, Anh Watson, Ryan

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Orange Coast College Alvarado, Susan Burgos, Jimmy Dugger, Angela Fresenius, Kelli Ha, Chasen Ho, Quang Ly, Vivian Nguyen, Charlene Nguyen, Huy Nguyen, Ngoc Nguyen, Trang Sayahpour, Sara Seo, Dong Usanapong, Chanchai

# Regular Meeting Minutes 9/7/11 Pg 20

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# 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 Progra P=Pending
	March 16, 2011	Pending	To be determined	Report requested by Trustee Jim Moreno on ESL Courses offered at Orange Coast College. (Addition to Board Log pending vote by full Board of Trustees.)	Pending	Р
	April 6, 2011	Pending	To be determined	Report requested by Trustee Jim Moreno on Disaster Preparedness. (Addition to Board Log pending vote by full Board of Trustees.)	Pending	Р
1	Aug 17, 2011	Lorraine Prinsky 2nd Jerry Patterson	Chancellor	Report to the Board on long-term planning for faculty hiring.	November 16, 2011	Р
2	Nov 17, 2010	Jim Moreno 2 <sup>nd</sup> Mary Hornbuckie	Personnel Committee/Secretary of the Board	Refer Bullying Report to the Personnel Committee to provide a draft policy on Bullying at a future Board Meeting.	Pending	Р
3	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	Р
4	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	Р

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# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Statu	s Report,	CCFS-31	IQ
CERTIFY QUARTERLY	-		,

District: (830) COAST

Your Quarterly Data is Certified for this quarter.

### **Chief Business Officer**

**CBO Name:** 

Andrew Dunn

CBO Phone:

**CBO Signature:** 

Date Signed:

Chief Executive Officer Name: Dr. Andre

CEO Signature:

Date Signed:

Electronic Cert Date:

Dr. Andrew Jones Fax: CANAN E-Mail:

09/13/2011

CHANGE THE PERIOD · Fiscal Year: 2010-2011 Quarter Ended: (Q4) Jun 30, 2011

## **District Contact Person**

- Name: Kim Allen
- Title: Admin Director, Fiscal Affairs

Telephone: 714-438-4654

714-438-4874

kallen@cccd.edu

California Community Colleges, Chancellor's Office 1102 Q Street Sacramento, California 95814-6511

Send questions to: Christine Atallg (916)327-5772 <u>cataliq@cccco.edu</u> or Tracy Britten (916)323-6899 <u>tbritten@cccco.edu</u> © 2007 State of California. All Rights Reserved.

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

# Quarterly Financial Status Report, CCFS-31 IQ VIEW QUARTERLY DATA

District:

A

Line

(830) COAST Quarter Ended: (Q4) Jun 30, 2011 As of June 30 for the fiscal year specified Description Actual Actual Actual Projected 2007-08 2008-09 2009-10 2010-2011 I. Unrestricted General Fund Revenue, Expenditure and Fund Balance: Revenues:

<u>д.</u>	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	190,014,290	190,567,016	186,702,880	189,510,650
A.2	Other Financing Sources (Object 8900)	2,448	3,075	17,461	512,511
A.3	Total Unrestricted Revenue (A.1 + A.2)	190,016,738	190,570,091	186,720,341	190,023,161
В.	Expenditures;				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	188,498,979	191,053,827	185,988,908	178,547,034
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	6,710,979	2,020,556	1,819,367	3,884,747
B.3	Total Unrestricted Expenditures (B.1 + B.2)	195,209,958	193,074,383	187,808,275	182,431,781
С.	Revenues Over(Under) Expenditures (A.3 - B.3)	-5,193,220	-2,504,292	-1,087,934	7,591,380
Э.	Fund Balance, Beginning	28,794,303	23,601,080	21,096,788	19,698,262
D.1	Prior Year Adjustments + (-)	-3	0	-310,592	-452
D.2	Adjusted Fund Balance, Beginning (D + D.1)	28,794,300	23,601,080	20,786,196	19,697,810
Ξ	Fund Balance, Ending (C. + D.2)	23,601,080	21,096,788	19,698,262	27,289,190
=.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	12.1%	10.9%	10.5%	15%

### **CHANGE THE PERIOD**

Fiscal Year: 2010-2011

# II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	35,614	37,299	36,103	35,186
Total G	Conoral Fund Cook Detenso (University of the state of the state	As of the s	pecified quarter e	nded for each fis	scal year
<u>Iotare</u>	eneral Fund Cash Balance (Unrestricted and Restricted)	2007-08	2008-09	2009-10	2010-2011
H.1	Cash, excluding borrowed funds		31,675,672	18,816,848	16,941,631
H.2	Cash, borrowed funds only			0	
Н.3	Total Cash (H.1+ H.2)	32,139,264	31,675,672	18,816,848	16,941,631

# IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
l	Revenues:				
1.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	184,929,405	189,455,042	189,510,650	100%
1.2	Other Financing Sources (Object 8900)	500,000	500,000	512,511	102.5%
1.3	Total Unrestricted Revenue (I.1 + I.2)	185,429,405	189,955,042	190,023,161	100%
J.	Expenditures:				<u> </u>
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	183,209,058	186,679,878	178,547,034	95.6%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,407,032	3,923,853	3,884,747	99%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	184,616,090	190,603,731	182,431,781	95.7%
κ.	Revenues Over(Under) Expenditures (I.3 - J.3)	813,315	-648,689	7,591,380	<u> </u>
-	Adjusted Fund Balance, Beginning	19,697,810	19,697,810	19,697,810	
1	Fund Balance, Ending (C. + L.2)	20,511,125	19,049,121	27,289,190	····
Λ	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	11.1%	10%		

V. Has the district settled any employee contracts during this quarter?

Contract Period Settled	Manage		<u>, p. oriae inioin</u>		idemic		Classi	fied
(Specify)			Perma	nent	Tempo	rary		
YYYY-YY	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	%*
a. SALARIES:								
Year 1:								
Year 2:							-	<u> </u>
Year 3:				<u> </u>		······································		
b. BENEFITS:								
Year 1:								
Year 2:				· ·			-	
Year 3:								

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

\* As specified in Collective Bargaining Agreement or other Employment Contract

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c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI.	Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of	NO
	audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds	NO
	(TRANs), issuance of COPs, etc.)?	

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII.Does the district have significant fiscal problems that must be addressed?	This year? Next year?	NO NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

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# Fourth Quarterly Report

### 2010-2011

### All Funds

Fund	General	Child Development	GO Bond	Capital Outlay	Insurance Services	N/R Reimb Operations	Total
Assets Due To System Posting	43,084,793 0	137,768 0	35,110,471 0	8,694,053 0	56,975,079 0	2,958,734 0	146,960,898 0
Liabilities Due To/From System Posting	15,795,603 0	137,768 0	6,404,268 0	320,852 0	604,228 0	2,958,734 0	26,221,453 0
Fund Balance	27,289,190	0	28,706,203	8,373,201	56,370,851	0	120,739,445
Beginning Balance	19,698,262	0	63,037,733	8,310,973	45,366,944	0	136,413,912
Income							
Adjusted Budget Actual %	221,766,414 214,222,078 96.60%	1,341,683 1,446,037 107.78%	500,000 307,731 61.55%	10,071,238 8,770,680 87.09%	43,408,000 47,890,655 110.33%	11,630,632 14,129,892 121,49%	288,717,967 286,767,073 99.32%
Expenses							
Adjusted Budget Actual %	241,475,452 206,630,698 85.57%	1,341,683 1,446,037 107.78%	63,537,732 34,639,261 54.52%	18,382,211 8,708,452 47.37%	88,774,944 36,886,748 41.55%	11,630,632 14,129,892 121.49%	425,142,654 302,441,088 71.14%
Suspense Clearing	0	0	0	0	0	0	0
Accrual Adjustments	-452	0	0	0	0	0	-452
Audit Adjustments	0	0	0	0	0	0	0
Fund Balance	27,289,190	0	28,706,203	8,373,201	56,370,851	0	120,739,445

# **Coast Community College District Financial Status Report**

# Fourth Quarterly Report Fiscal Year 2010/2011

<u>Object</u>	Description	Beginning <u>Balance</u>	Year-to-Date <u>Transactions</u>	Ending <u>Balance</u>
9110	CASH IN COUNTY TREASURY	15 957 102	1.004.500	
9120	CASH IN BANKS	15,857,103 1,784,901	1,084,528	16,941,631
9125	CASH COLLECTN AWAITG DEPOSIT	924,766	-995,565	789,336
9130	REVOLVING CASH FUND	250,078	-419,063	505,703
9150	INVESTMENTS	230,078	-8,937	241,141
9160/9169	ACCOUNTS RECEIVABLE	20,686,822	0 2,963,848	79
9170	DUE FROM OTHER FUNDS	410,246	2,965,848	23,650,670
9220	PREPAID EXPENSES	6,894	408,983	540,356
9230	PREPAID EXPENSE/MID-MONTH	0,004	408,985	415,877 0
	Total Assets	39,920,889	3,163,904	43,084,793
		Beginning	Year-to-Date	Ending
<u>Object</u>	Description	Balance	Transactions	Balance
			·	<u>Andrey</u>
9510	ACCOUNTS PAYABLE	2,059,415	-1,135,476	923,93
9511	MISC ACCRUALS YR-END	7,624,413	-1,255,179	6,369,234
9512	DEPOSIT REFUNDABLE	99	-99	0
9514	ACCRUED PAYROLL PAYABLES	159,403	-3,041	156,362
9519	ACCTS PAYABLE ACCRUALS	278,170	-267,816	10,354
9520	DUE TO OTHER FUNDS	3,402,603	-1,755,926	1,646,677
9540	DEFERRED INCOME	5,913,543	7,095	5,920,638
9541	CAPITAL LEASES	0	0	0
9550	SUMMER PAY WITHHELD	40,707	-15,264	25,443
9552	CALIF USE TAX PAYABLE	2,236	-737	1,499
9555	CA NON-RESIDENT W/H PAYABLE	582	-582	0
9571	ACCRUED VACATION	741,457	0	741,457
	Total Liabilities	20,222,628	-4,427,025	15,795,603
		Beginning	Year-to-Date	Ending
<u>Object</u>	Description	Balance	Transactions	<u>Balance</u>
9711	NON-DESIGNATED FUND BALANCE	20,008,853	-310,591	19,698,262
9712	YEAR END APPROPRIATIONS	0	0	0~~~
9713	ACCOUNTS RECEIVABLE ADJUSTMTS	0	-44	-44
9714	ACCOUNTS PAYABLE ADJUSTMENTS	-310,591	310,183	-408
-		19,698,262	-452	19,697,810

Fund Balance as of June 30, 2011 Plus Total Revenues Less Suspense A Payroll Less Suspense A Payroll Less Suspense B Payroll Total Fund Balance as of June 30, 2011 Total Fund Balance as of June 30, 2011

506,630,630 206,630,698 206,630,698

214,222,078

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<u>Object</u>	Description	Adjusted <u>Budget</u>	Actual	
8120	HIGHER EDUCATION ACT	1 765 (70)	1 100 100	(
8130	WORKFORCE INVESTMENT ACT	1,755,679	1,188,128	
8140	TANF-TRANSITIONL ASSIST TO NEEDY FAMILIES	6,704,958	5,079,742	
8170	VOC&APPLIED TECH EDUCATION ACT	121,140	121,140	
8199	OTHER FEDERAL REVENUE	2,056,563	2,046,932	
Sub Total		1,319,973	1,052,607	
Sub LUtar	SIUU FEDERALI KEVENUE	11,958,313	9,488,549	
8612	STATE GENERAL APPORTIONMENT	71,500,000	70,851,810	
8619	OTHER GENERAL APPORTIONMENTS	924,184	958,512	
8622	EXTENDED OPPORTUNITY PROG &SVS	2,042,400	2,042,400	
8623	DISABLED STUDENTS PROGRAMS&SVS	1,718,131	1,718,131	
8624	CALWORKS	390,622	390,622	
8625	TELE TECH INFRASTRUCTURE PROG TTIP	35,821	733	
8629	OTHER CATEGORICAL APPORTIONMT	8,682,150	5,187,540	
8659	OTHER CATEGORICAL PROGRAMS	377,895	291,704	
8672	HOMEOWNERS PROPERTY TAX RELIEF	700,000	729,718	
8681	STATE LOTTERY PROCEEDS	5,055,509	4,807,003	
8682	STATE MANDATED COSTS	635,000	634,760	
8699	OTHER STATE INCOME	75,000	27,000	
Sub Total	8600 STATE REVENUE	92,136,712	87,639,933	
8811	DISTRICT TAXES - SECURED ROLL	78,800,000	79,900,804	(
8812	DISTRICT TAXES-SUPPLEMNTL ROLL	1,100,000	1,115,276	
8813	DISTRICT TAXES-UNSECURED ROLL	3,000,000	3,358,136	
8816	DISTRICT TAXES-PRIOR YEAR	2,500,000	2,610,270	
8817	EDU REVENUE AUGUMENTATION FUND	2,500,000	-783,660	
8818	REDEVELOPMENT PROPERTY TAXES	400,000	454,264	
8831	CONTRACT INSTRUCTION	50,000	86,783	
8840	SALES	100,000	69,945	
8850	RENTALS	2,172,000	2,192,471	
8861	INTEREST & INVESTMENT INCOME	400,000	337,254	
8862	GAIN/LOSS ON INVESTMENT	0	-32,025	
8871	CHILD DEVELOPMENT SERVICES	480,500	481,529	
8874	ENROLLMENT FEES	11,600,000	12,135,120	
8876	HEALTH FEES	1,819,711	1,565,463	
8877	INSTRUCT MATERIAL FEES	755,606		
8879	STUDENT RECORDS	230,000	631,572	
8880	NON RESIDENT TUITION	7,525,000	232,862	
8881	PARKING FEES	1,993,437	7,113,601	
8889	OTHER STUDENT FEES		1,714,077	
8892	TELECOURSE REVENUE	119,721	74,122	
8892	PARKING FINES	955,000	325,000	
8899	OTHER LOCAL INCOME	593,684	823,776	(
Sub Total	8800 LOCAL REVENUE	2,603,617	2,174,445	``
Sub Iotal	0000 LUCAL KEYENUE	117,198,276	116,581,085	

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<u>Object</u>	<b>Description</b>		Adjusted <u>Budget</u>	Actual
8912 8914	SURPLUS PROPERTY GAIN ON SALE OF A		500,000	512,511
8981	INTERFUND TRANS		0	0
Sub Total	8900	OTHER FINANCING SOURCES	500,000	512,511
		TOTAL REVENUE	221,793,301	214,222,078

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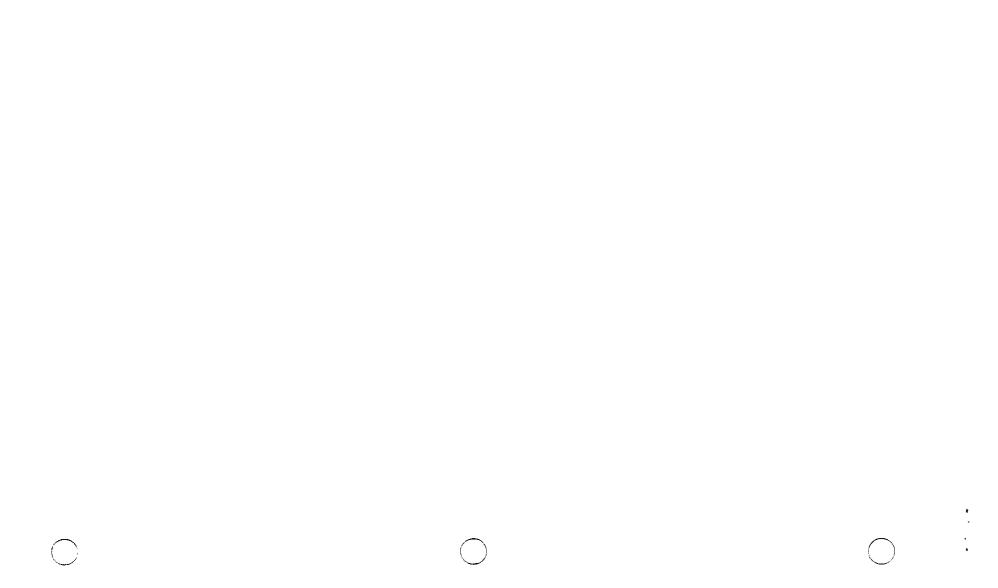
<u>Object</u>	Description	Adjusted <u>Budget</u>	Actual	$\sim$
1100	INSTRUCTORS REG CONTRACT	34,701,765	34,287,243	
1200	NON-INSTRUCTNL REG CONTRACT	14,282,262	14,041,141	
1300	INSTRUCTORS HOURLY	23,633,147	23,766,764	
1400	NON-INSTRUCTNL HOURLY	2,727,186	2,700,961	
Sub Total	1000 CERTIFICATED SALARIES	75,344,360	74,796,109	
2100	NON-INSTR CLASSIF REG CONTRACT	43,398,471	41,840,165	
2200	INSTR CLASSIF REG CONTRACT	3,677,374	3,512,015	
2300	NON-INSTRUCTIONAL, HOURLY	4,816,869	4,926,518	
2400	INSTRUCTIONAL HOURLY	1,229,851	1,447,213	
Sub Total	2000 CLASSIFIED SALARIES	53,122,565	51,725,911	
3000	EMPLOYEE BENEFITS	2,703,071	-67,933	
3100	STRS-STATE TEACHERS RETIREMENT	3,832,713	5,292,679	
3200	PERS-PUBLIC EMPLOYEES RETIREMENT	5,464,546	5,517,273	
3300	OASDI-OLD AGE/SURVIVORS/DISABILTY INS	4,533,981	4,950,883	
3400	HEALTH & WELFARE BENEFITS	19,534,180	19,972,862	
3500	STATE UNEMPLOYMENT INS	728,393	1,069,492	
3600	WORKERS COMPENSATION INS	1,692,510	2,173,467	
3700	LOCAL RETIREMENT SYSTEM	11,139,700	11,139,700	$\sim$
3900	OTHER BENEFITS	0	0	
Sub Total	3000 STAFF BENEFITS	49,629,094	50,048,423	-
4200	OTHER BOOKS	20,627	7,528	
4300	INSTRUCTINL SUPPLIES	4,752,263	3,218,828	
4400	MEDIA SUPPLIES	49,366	30,019	
4600	FUEL, OIL & REPAIR PARTS	392,447	367,469	
4900	OTHER SUPPLIES	0	0	
Sub Total	4000 BOOKS, SUPPLIES & MATERIALS	5,214,703	3,623,844	
		Adjusted		
<u>Object</u>	Description	Budget	Actual	
5000		(00 - 00)		
5000	INDIRECT EXPENSE CHARGEBACK	433,580	52,505	
5100	PERSONAL AND CONSULTANT SERVICES TRAVEL AND CONFERENCES	1,178,549	533,099	
5200 5300	DUES AND MEMBERSHIP	700,404	461,969	
5300 5400	INSURANCE	377,889	322,015	
5500	UTILITIES	1,495,877	1,301,864	
5600	RENT, LEASES AND REPAIRS	5,326,825	4,192,273	
5700	LEGAL, ELECTION AND AUDIT EXPENSES	7,373,239	6,043,145	
5800	OTHER OPERATING EXPENSES AND SERVICES	2,364,145	1,617,451	$\left( \right)$
5900	OTHER OTERATING EXPENSES AND SERVICES	7,962,235	4,043,398	$\cup$
Sub Total	5000 CONTRACT SERVICES, OPERATING EXPENSES	<u>3,105,328</u> <b>30,318,071</b>	0 18,567,719	
	,			

6100	SITE IMPROVEMENTS	11,000	8,567
6200	BUILDING IMPROVEMENTS	53,392	27,818
6300	BOOKS (NEW)	137,063	136,462
6400	EQUIPMENT AND LEASE PURCHASE	3,470,183	2,683,190
Sub Total	6000 CAPITAL OUTLAY	3,671,638	2,856,037
7300	INTERFUND TRANSFER OUT	3,975,541	3,964,879
7500	STUDENT FINANCIAL AID	162,570	158,969
7600	OTHER PAYMENTS TO OR FOR STUDENTS	1,014,221	888,807
7900	RESERVE FOR CONTINGENCIES (BUDGET ONLY)	19,049,576	0
Sub Total	7000 OTHER OUTGO & RESERVES	24,201,908	5,012,655
	TOTAL EXPENDITURES	241,502,339	206,630,698

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### AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the later of September 1<sup>st</sup>, 2011 or the execution of the Agreement by both parties (the "Effective Date") between Coast Community College District (Golden West College, "School"), and Los Alamitos Medical Center, Inc., a California corporation, doing business as Los Alamitos Medical Center ("Hospital").

### **RECITALS**:

A. School offers to enrolled students a degree program in the field of Nursing and Health Sciences.

B. Hospital operates a comprehensive inpatient facility licensed in the State of California ("State").

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

Now, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

### 1. **RESPONSIBILITIES OF SCHOOL.**

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. Health of Program Participants. School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall

include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

**Background Verifications.** School shall provide Hospital with a g. description of its background investigation processes, shall attest to Hospital School has completed a background check for each Program Participant in the form attached hereto as Exhibit C, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list and (4) any other element required by Hospital to meet state law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

h. **Drug Screens**. Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

i. **Indemnification.** School shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School's agents or subcontractors.

2. **RESPONSIBILITIES OF HOSPITAL.** 

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a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

### 4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

### 7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. Privacy of Health Information. School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been deidentified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. Audit. School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If

Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

### 8. INSURANCE.

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Statutory limits
\$1,000,000 each accident;
\$1,000,000 disease policy limit;
\$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to(1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

d. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claimsmade basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. TERM. The term of this Agreement ("Term"), shall be five (5) years(s) commencing on the Effective Date. At the end of the Term and any Term Extension (as defined herein), the Term shall be automatically extended for additional terms of one (1) year each (a "Term Extension"), unless either party provides the other with written notice of termination as provided herein. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Term or the last Term Extension, as applicable.

### 10. **TERMINATION.**

a. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

b. Effect of Expiration or Other Termination. Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions

of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

11. ENTIRE AGREEMENT. This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. ARBITRATION. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. This provision shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; 14. NOTICES; WAIVER; ASSIGNMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

15. **COMPLIANCE OBLIGATIONS.** School represents it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <u>http://www.tenethealth.com/about/pages/ethicscompliance.aspx</u>. The School shall require anyone providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

School shall screen all of its current and EXCLUSION LISTS SCREENING. 16. prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at http://www.oig.hhs.gov), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at http://www.epls.gov) (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

[Signature page to follow.]

Los Alamitos Medical Center / CAM version 1/13/2011 revised 6/20/11

# LOS ALAMITOS MEDICAL CENTER, INC., D/B/A LOS ALAMITOS MEDICAL CENTER

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Michele Finney President / Chief Executive Officer

Date:

Address: 3751 Katella Avenue Los Alamitos, California 90720

# COAST COMMUNITY COLLEGE DISTRICT, GOLDEN WEST COLLEGE

By:	
Name:	
Title:	
Date:	
Address:	15744 GOLDEN WEST ST. PO Box 2748 Huntington Beach, CA 92647

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## EXHIBIT A

### STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Los Alamitos Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by Coast Community College District (Golden West College, "School"), at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

А

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

**Program Participant** 

Witness

### EXHIBIT B

### **CONFIDENTIALITY STATEMENT**

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between Coast Community College District (Golden West College, "School"), and Los Alamitos Medical Center, Inc., a California corporation, doing business as Los Alamitos Medical Center ("Hospital"), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital.

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_.

Program Participant

Witness

### EXHIBIT C

## HEALTH AND BACKGROUND SCREENING ATTESTATION

### SCHOOL NAME

**HEALTH OF PROGRAM PARTICIPANTS.** School affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

- 1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
- 2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
- 3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
- 4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.

**BACKGROUND CHECKS.** School has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless Hospital is notified in writing, all background checks are negative. The background check included the following:

- 1. Social Security number verification.
- 2. Criminal Search (7 years)
- 3. Violent Sexual Offender & Predator registry
- 4. HHS/OIG/GSA
- 5. Other:\_\_\_\_\_

**ATTENDING STUDENTS:** 

1. \_\_\_\_\_

STAFF:

1. \_\_\_\_\_

School acknowledges this information will be available to all Tenet affiliates as reasonably necessary.

By:	 
Name:	 
Title:	 
Date:	 •

С

# **Teaching Institution Agreement**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_ (month), \_\_\_\_\_ (year), by and between ALTAMED HEALTH SERVICES CORPORATION, whose principal place of business is located at 500 Citadel Drive Ste 490, Los Angeles, California 90040 (hereafter "Company"), and \_\_\_\_\_\_, whose principal place of business is located at \_\_\_\_\_\_, (hereafter "Teaching Institution").

### Recitals

WHEREAS, the Teaching Institution operates a fully accredited undergraduate and/or graduate curricula in the healthcare field and field experience is required and an integral component of those curricula; and

WHEREAS, the Company operates clinical and administrative facilities suitable for training programs offered by the Teaching Institution.

WHEREAS, all parties will benefit by making a field experience program available to Teaching Institution students at Company.

#### 1. Definitions

- 1.1. "Healthcare field" shall include Occupational Therapy, Physical Therapy, Medical Assistant, Office Support Staff, and all other fields necessary to operate a clinical facility. *(fields to be determined)*.
- 1.2. "Program" shall include curricula, lesson plans, and necessary supervision to conduct an internship or externship program in agreement between the Company and the Teaching Institution.

### 2. Mutual Responsibilities

- 2.1. The maximum number of Teaching Institution students who may participate in the Program during each training period shall be mutually agreed by the parties at least 30 days before the training period begins.
- 2.2. The starting date and length of each Program training period shall be determined by mutual agreement.
- 2.3. The parties shall cooperate with each other and assist in the planning and implementation of the Program's goals and objectives at the Company facility, ensuring that students are given duties commensurate with their skills and experience.

#### 3. Company Rights and Responsibilities

- 3.1. Provide a qualified Field Supervisor for all students participating in the Program. Field supervisor will be mutually agreed upon by the Teaching Institution and the Company prior to the commencement of each internship or externship period. Field supervisor will be responsible for the supervision of students at all times while students are at the Company site. Field supervisor's responsibilities include the following:
  - 3.1.1. Orient the student to the facility;
  - 3.1.2. Monitor student's attendance and meet with student at regular intervals;
  - 3.1.3. Submit a final evaluation report of the student's activities; and
  - 3.1.4. Any other responsibilities mutually agreed upon by the parties.
- 3.2. No person shall act as Field Supervisor without the prior written approval of both parties. In the event the Field Supervisor subsequently becomes reasonably unacceptable the Company will replace such individual with another Field Supervisor mutually agreed upon by the parties.
- 3.3. Provide students with the physical facilities, resources, equipment, and all other items, as appropriate and necessary, to operate in their Program at the Company site, including use of reasonable work and storage space.
- 3.4. Provide the assigned students with orientation and copies of the Company's existing policies and procedures, which the students are expected to comply with.
- 3.5. Make available, on any day when a student is receiving training at its facilities, emergency health care or first aid for the assigned students; the cost of which will be borne by the student.
- 3.6. Request the Teaching Institution to withdraw a student from the Program when the student's performance is unsatisfactory, fails to follow Company policies, procedures, rules and regulations, or violates any federal or state law. The Company shall state its reasons for requesting a student withdrawal in writing to the Teaching Institution's Program Director prior to removing the student. Teaching Institution shall comply with the written request within five (5) days of receiving such request.
- 3.7. Immediately remove from the Company site any student who poses an immediate threat or danger to personnel or the quality of services provided at the Company site. Field Supervisor shall notify the Internship Director prior to removing the student.
- 3.8. Comply with all applicable federal, state, and local laws, ordinances, rules and regulations regarding the operation of the Program, including laws, rules and regulations concerning the confidentiality of student records.
- 3.9. Comply with all requirements of any accreditation of the Teaching Institution's curriculum to inspect the facilities, services, and other items provided by the Company for purposes of the program.
- 3.10. Comply with all federal, state, and local laws and ordinances concerning human subject research if students participate in a research program as part of a research team.

#### 4. Teaching Institution Rights and Responsibilities

- 4.1. Develop and assume full responsibility for the program curriculum.
- 4.2. Designate the students who are enrolled and in good standing in the curriculum to be assigned for training at the facility in such numbers as mutually agreed upon with Company.
- 4.3. Appoint a faculty member as Program Director to administer the Teaching Institutions' responsibilities related to the Program and to oversee the students' field experience at the Company site.
- 4.4. Notify the Field Supervisor, at a time mutually agreed upon, of the Teaching Institution's planned schedule of students' assignments, including the names of the students, level of academic preparation, and the length and dates of the internship or externship experiences.
- 4.5. Establish and maintain ongoing communication with the Field Supervisor regarding the Program.
- 4.6. Direct the assigned students to comply with the existing pertinent rules and regulations of the Company and all reasonable directions given by qualified Company staff.
- 4.7. Notify students that they are responsible for:
  - 4.7.1. Complying with Company's clinical and administrative policies, procedures, rules and regulations;
  - 4.7.2. Arranging for their own transportation and living arrangements if not provided by Teaching Institution;
  - 4.7.3. Complying with Company's dress code and wearing name badges identifying themselves as students;
  - 4.7.4. Maintaining the confidentiality of patient information.
    - 4.7.4.1. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.
    - 4.7.4.2. Neither Teaching Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Company that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.
- 4.8. Ensure that all students are aware that acceptance into the program does not imply employment and students are not eligible for workers' compensation or any other Company benefits. For purposes of this agreement, however, students are trainees and shall be considered members of Company's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.
- 4.9. Assume responsibility for providing grades to the students in connection with the Program.

- 4.10. Inform the Company in the event that a student withdraws from the Program or otherwise is unable to complete the Program.
- 4.11. Ensure that all students have: (1) necessary immunizations; (2) annual tuberculin clearances of either a negative PPD reading or, if there has been a positive PPD in the pas, a chest x-ray within normal limits; (3) annual health examinations; (4) current CPR and First Aid certification; (5) any other reasonably required exams, tests or clearances the Company requests.
  - 4.11.1. The Teaching Institution will provide documentation to support items 11(a) through 11(e) within 24 hours to the Company as required for internal and external regulatory compliance activities, i.e., unannounced monitoring visits from California Department of Public Health (CDPH), the Joint Commission, etc.
- 4.12. Complete background clearance for student (s) from the appropriate agency (ies) prior to presenting for service delivery. At minimum, background clearances must include, but is not limited to, Office of Inspector General (OIG) Exclusion List and the General Services Administration's (GSA) Excluded Parties List System (EPLS). Evidence of clearance shall be provided to Company within 24 hours upon request.

#### 5. General Provisions

- 5.1. <u>Non-discrimination</u>. The parties shall make no distinction or discriminate in any way among students covered by this Agreement on the basis of race, color, sex, creed, age, handicap or national origin.
- 5.2. <u>Students Not Employees.</u> The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either Company or Teaching Institution for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of Company's "workforce" for purposes of HIPAA compliance.
- 5.3. <u>Insurance</u>. Each party to this Agreement shall provide and maintain, at its own expense, a program of insurance covering its activities and operation as provided herein:
  - 5.3.1. <u>Teaching Institution Insurance</u>. Teaching Institution shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by Teaching Institution's employees and students. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A:VII or better by AM Best or a qualified program of self-insurance. The Teaching Institution shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Teaching Institution shall provide Company with evidence of the insurance required under

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this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Company. Teaching Institution shall promptly notify Company of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

- 5.3.2. <u>Student Insurance</u>: Teaching Institution shall inform each student in the Program that they shall procure at the student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A:VII or better by AM Best. Teaching Institution shall require each student in the Program to present evidence of his or her professional liability coverage to Company, upon request.
- 5.3.3. Company Insurance. Company shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A:VII or better by AM Best or a qualified program of self-insurance. Company shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Company shall provide Teaching Institution with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Teaching Institution. Company shall promptly notify Teaching Institution of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- 5.4. <u>Term.</u> This Agreement shall commence as of the date of execution by the parties and shall be for a term of three years provided; it is renewed yearly by both parties. This Agreement will be reviewed and automatically renewed annually unless written notice is provided by the non-renewing party at least ninety (90) days prior to the end of the renewal year, or unless sooner terminated in accordance with paragraph 5 below.
- 5.5. <u>Agreement Termination</u>. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice, provided that all students currently enrolled in the .Program at the Company site at the time of notice of termination shall be given the opportunity to complete the Program at the Company site.
- 5.6. <u>No Agency</u>. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, join venture, franchise, of partnership relation between the parties, and neither party shall so hold itself out. Neither party shall have the

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right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

- 5.7. <u>Assignment.</u> Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Company and the Teaching Institution.
- 5.8. <u>Governing Law.</u> This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.
- 5.9. <u>Severability</u>. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in the Agreement.
- 5.10. Notice. All notices to be given under this Agreement (which shall be in writing) shall be given at the respective addresses of the parties as set forth in the preamble to this Agreement, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, or by Federal Express to the address as given herein, or such addresses as may be designated from time to time during the term of this Agreement.
- 5.11. <u>No Third Party Beneficiaries</u>. This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
- 5.12. <u>No Waiver</u>. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- 5.13. Entire Agreement. This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- 5.14. <u>Limitation on Damages</u>. Notwithstanding anything to the contrary contained in this Agreement, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this Agreement.

#### COMPANY

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AltaMed Health Services Corporation

By: \_

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Cástulo de la Rocha, J.D. President & Chief Executive Officer

By:

Robert Turner Vice President of Human Resources

#### TEACHING INSTITUTION

By: \_

Name: Title:

By: \_

Name: Title: Date: \_\_\_\_\_

Date:

Date: \_\_\_\_\_

Date:

### **TEACHING INSTITUTION AGREEMENT**

### ADDENDUM #1 – 2011

**Teaching Institution:** 

Coast Community College District, a public educational entity that operates **Orange Coast College** 

Date of Agreement: September \_\_\_\_\_, 2011

This Addendum modifies the above Agreement. The terms hereof supercede any conflicting terms within the Agreement.

A. Section 5.1 is amended to read: <u>Non-discrimination</u>. The parties shall make no distinction or discriminate <u>unlawfully</u> in any way among students covered by this Agreement on the basis of race, color, sex, creed, age, handicap or national origin.

B. The first sentence in Section 5.4 reads: "This Agreement shall commence as of *the date of execution* by the parties and shall be for a term of three years provided; it is renewed yearly by both parties."

For clarification, it is understood that the *date of execution* will be the "last" date of execution by the parties.

This Addendum is accepted by: AltaMed Health Services Corporation

**Coast Community College District** 

Ву:\_\_\_\_\_

Ву:\_\_\_\_\_

Date:\_\_\_\_\_

Date:

### MILE SQUARE GOLF COURSE - LIMITED PARTNERSHIP Federal ID # 95-2574063 CATERING / MEETING SERVICES AGREEMENT AND BANQUET POLICIES

Event Date: May 11, 2012

Event Times: 9am - 12pm

### Event Name: Coastline EOPS Room: AB

We sincerely look forward to hosting your event at Mile Square Golf Course. Please review, sign and date this Catering / Meeting Services Agreement and Golf Course Policies.

1. Guarantee, Deposits and Cancellation: Patron shall, at least ten days prior to the day of your event by 12:00 noon, specify to the Catering Department, the exact number to be in attendance. This number shall constitute a guaranteed minimum and final payment will be due at that time. The guarantee may not be reduced after the ten-day deadline. Mile Square Golf Course will be prepared to undertake a five-percent overage in your guarantee. Any additional people who attend the event will be considered guests, and the client will be charged accordingly at the conclusion of the event.

In the event that the Catering Department does not receive a guaranteed attendance from the Patron as stated by conditions above, the Catering Department will consider the expected number of guests indicated in the copy of the Banquet Event Order, as the guarantee of the function and will charge accordingly.

A deposit in the amount of \$500.00, (which amount represents the charge for space reserved) shall be paid by the Patron to Mile Square Golf Course at the time of signing this Agreement. In the event of cancellation, 50% of all monies received (including this deposit) will be refunded if a 90-day notice has been given. Any event cancelled less than 90 days from event date is non-refundable. Please note that this deposit directly applies to the final bill for the event and will be credited to the cost of the function.

In the event of a disaster, Mile Square Golf Course reserves the right to cancel any event if the facility is deemed not acceptable for human occupancy. If this occurs, all deposits will be refunded in full.

- 1a. Deposit: Deposit will be \$500.00. A deposit for a room or function is not final until this Agreement has been signed and returned to the Catering Department with a deposit check. Please note that on holidays and in the month of December, a 50% deposit is required for all functions held.
- **1b.** Room Rentals and Schedules: The number of people anticipated assigns room. We reserve the right to change groups to a room suitable to the attendance, if the anticipated attendance drops or increases.
- **1c.** Occupancy: Client acknowledges that the optimum occupancy, without a dance floor, in Banquet Room A is 100 people, in Banquet Room B is 80 people and in Banquet Room C is 230 people. Should your function exceed the number of people held in each Banquet Room, an additional room, if available, will be connected to meet your capacity.
- 2. Minimum Attendance: Mile Square Golf Course offers functions for groups under twenty-five (25) people; however due to the cost of labor for such groups, all evening functions will require a minimum food and beverages spending of \$1,000.00, unless previously authorized by the Catering Director. Extensive set-up may be subject to additional charge. Each of the rooms reserved at Mile Square Golf Course requires minimum spending for food and beverage. The minimum food and beverage requirement for your event is \$1,000.00.

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Attachment 4

- **3.** Taxes: Addition to the charges set forth elsewhere in this Agreement, the Patron agrees to pay separately, any and all Federal, State, Municipal or other taxes imposed on or applicable to the event of this Agreement.
- **3a.** Service Charge: There is a 19% service charge added to the total food and beverage charges. Please note that the service charge is taxable as required by law.
- 4. Payment in Advance: Payment in full for the entire contract price must be made in cash, credit card or certified bank check at the ten-day guarantee. Payments made between nine and seven days will require a 3% vendor service fee. If payment is not made, the golf course reserves the right to cancel the function and retain the entire deposit. In the event a balance remains due and unpaid at the conclusion of the function, payment is due at that time. Please arrange to meet with your Banquet Captain or Catering Manager at the conclusion of your function to settle your account. Unpaid balances are subject to an immediate late payment charge imposed at the rate of 1.5% per month (annual rate 18%), or the maximum allowed by law, of the unpaid balance, and reasonable cost of collection, including attorney fees. Please contact us immediately if you have any questions regarding this statement. Mile Square Golf Course also reserves the right to require a credit card authorization form along with final payment. If required, Mile Square Golf Course is only authorized to use the credit card if patron neglects to pay any unpaid balance at the conclusion of the event.

When Patron has chosen not to utilize a florist/decorator, the Catering Staff is not responsible for the storage, transfer or assembly of Patrons decorations and centerpieces. Patrons will need to make prior arrangements with friends and family for set-up and transfer of decorations, centerpieces and floral arrangements.

At the time of final count and final payment, Mile Square Golf Course may require that you submit a complete guest list to the catering office. If asked to do so, a typed list containing names and number of guests anticipated is required. In the event that the client neglects to provide Mile Square Golf Course with this list, the event is subject to cancellation.

One day prior, please bring in any small wedding favors, toasting glasses, cake knives, place cards, engagement photo, guest book, etc. to the Catering Department Office, clearly marked, to be locked up until your event date. Our banquet staff will be happy to put items out that day. The golf course will not take responsibility for items brought to any other area of the golf course.

- 5. Price Increases: Prices quoted reflect menu prices currently in effect at the time of event booking and may be used as an estimate. Patron agrees however, that such prices are subject to change and actual prices charged would be those menu prices in effect at the time the event takes place. Mile Square Golf Course guarantees that any price increase will not exceed five percent (5%) of menu price at the time of booking.
- 6. Menu Preparation: To ensure that all details of your event are handled in a professional manner, we require that your menu selections and specific detailed needs be finalized no later than four (4) weeks prior to your function. At that point you will receive a copy of your Banquet Event Order upon which you may make any changes you may deem necessary. We then ask you to return a signed copy of the Banquet Event Order.
- Cash and Consumption Bar Charges: There is a \$100.00 bartender charge for a bartender. The Catering Department offers 2 ways to set up your bar arrangements: If a bar service is not ordered by the Patron, the restaurant bar will close at its usual time.

Host Bar: A minimum of \$250.00 in bar purchases is required to open a hosted bar. The current service charge and tax on the bar tab will be charged to the Patron's account. A \$100.00 bartender fee for a five (5) hour period applies.

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**Cash Bar (No Host):** Cocktails, beer, wine and soft drinks will be charged at current prices. A bartender fee will be charged as follows: \$100.00 for a five (5) hour period.

8. Labor Charges: On some specialty menus, additional service staff might be needed. While adequate service staff is always available for your event, additional service staff can be made available at the following rate:

\*Chefs Carver: \$75.00

\*Wait Staff: \$15.00 per hour

\*Security Agents: Will be required for functions of 150 or more or if an event exceeds the 11:00 p.m. time frame. The Security Agent will be selected by Mile Square Golf Course with all costs billed to Patron.

If the Patron uses the Banquet Room for any time beyond the hours of the function set forth, the overtime costs will be applied at \$1,000.00 per hour.

Standard weekend event hours are as follows;

Daytime Events: 11:00 a.m. thru 3:00 p.m. Evening Events: 6:00 p.m. thru 11:00 p.m. Please note that these are guidelines, all event hours must be approved by the Catering Department.

Should the client elect to change the date of their function after they have made their deposit, a \$500.00 fine will be charged.

It is the responsibility of the client to ensure that all vendors will arrive for event set-up no more than one (1) hour prior to the events start time and all vendors will vacate Mile Square Golf Course property within forty-five minutes (45) of the conclusion of the event. If additional time is required, please contact the catering office for approval and/or fees.

Each event held at Mile Square Golf Course is required to provide a \$500.00 "security/cleaning deposit". This deposit will be used by Mile Square Golf Course in the event that any damage, equipment theft, failure to follow the club policy regarding alcohol, carpet spotting, excessive mess left from party or excessive wear is done to any part of the golf course premises during any time such premises are under the control of the Patron's agents invitees, employees or independent contractors employed by the Patron. In the event that Mile Square Golf Course does not use the "security/cleaning deposit", the balance of the deposit will be refunded.

- 9. Displays and Decorations: All displays, signs, and/or decorations must be approved in advance by the Catering Manager prior to the start of your function. Any personal property of Patron, the Patron's guests or invitees brought on the premises of the golf course and left thereon, shall be at the sole risk of the Patron, and the golf course shall not be liable or any loss or damage to any such property for any reason. Also, please advise your Catering Manager of any outside vendors with unusual power requirements that many need extra power in our ballrooms. Room configurations, including placement of the dance floor is at the discretion of the Catering Department. While Mile Square Golf Course is pleased to offer a variety of linen colors, it is the sole responsibility of the client to advise Mile Square Golf Course of their color selection no later than 4 weeks prior to the event. Should client elect not to inform the catering department Mile Square Golf Course will use our house colors. Absolutely no nails, tacks, tape, confetti, glitter, birdseed, bubbles or rice shall be used inside the facility. Any use of any forbidden items listed above will result in complete loss of "security/cleaning deposit".
- 10. Music and Entertainment: Mile Square Golf Course does not require the use of any particular vendors, however all companies contracted by patron are subject to the approval of the Catering Department. Live music and bands are not allowed at Mile Square Golf Course unless previously approved by the Catering Department.
- 11. Provision of Food and Beverage: Neither Patron nor any of Patron's guests or invitees may bring food or beverage of any kind into the facility from off-premises without authorization from Mile Square Golf Course. The State of California regulates the sale, service and consumption of alcoholic beverages. The golf course is an alcoholic beverage licensee and is subject to regulations promulgated by the state.

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Violations of which may jeopardize the golf course license. Consequently, it is the golf course's policy that alcoholic beverages may not be brought into the facility from outside sources. The golf course requires that only banquet servers and bartenders dispense beverages. Our alcoholic beverage license requires the golf course to request proper identification (photo I.D.) of any person of questionable age and may refuse alcoholic beverage service if the person is either underage or proper identification cannot be produced. Furthermore, it allows the golf course to refuse alcoholic beverage service to any person whom in the golf course' judgment appears intoxicated. The guaranteed count is considered the only guests who will attend the event. No guests are allowed other than those who are part of the guaranteed count. In the event a patron or their guest brings in alcohol without approval, the security deposit will result in complete loss.

Mile Square Golf Course advocates non-drinking and driving and requires all our Patrons and guests of Patrons to do the same. Patron shall conduct the function in an orderly manner in full compliance with applicable laws, regulations and golf course rules. The Patron assumes full responsibility for the conduct of all persons in attendance and any damage done to any part of the golf course premises during any time such premises are under the control of the Patron's agent's invitees, employees or independent contractors employed by the Patron. Conduct of each guest is the responsibility of the Patron and any children (17 or under) of guests or patron will be required to remain inside the designated rooms unless accompanied by a parent or legal guardian. In the event that any minor (guest) is drinking alcoholic beverages during the event, the event will be immediately terminated by Mile Square Golf Course and the event will be considered finished. In the event that there is any incident that is considered threatening to any employees or guests of the event, the event will also be considered finished.

- 12. Indemnification: Patron agrees to protect, indemnify, defend and hold harmless the golf course, the partners, and their employees, the County of Orange and agents, against all claims, losses or damages to persons or property. Government charges, fines and cost (including reasonable attorney's fees) arising out of or connected with the event, including but not limited to, the installation, removal, maintenance, occupancy, or use of the premises, or part thereof, by Patron, or any guest, invitee, or agent of Patron, or any independent contractor hired by Patron, except those claims arising out of the negligence or willful misconduct by Mile Square Golf Course
- 13. Authority: The undersigned officer of Patron represents that he or she has the authority to execute this Agreement of behalf of Patron.

Patrons Signature \_ Cynchia frenherer \_\_ Date \_ 8/26/11

Catering Managers Signature \_\_\_\_\_ Date\_\_\_\_\_

DEPOSIT AND SIGNED CONTRACT MUST BE RETURNED TO SECURE EVENT DATE.

President, Governing Board of Trustees Coast Community College District

Dated: \_\_\_\_\_

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# GENERAL AGREEMENT

This Agreement for Contract Education Services ("Agreement") is entered into by and between the COAST COMMUNITY COLLEGE DISTRICT (Orange Coast College), 1370 Adams Avenue, Costa Mesa, CA 92626, hereinafter, "DISTRICT", and RESEARCH CHEFS ASSOCIATION, a Missouri non-profit organization, located at 1100 Johnson Ferry Road, Suite 300, Atlanta, Georgia, USA 30342, hereinafter, "RCA". DISTRICT and RCA are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the *California Code* of *Regulations* and Section 78021 of the *California Education Code* to conduct Contract Instruction and Consultation Services to serve community needs;

and WHEREAS, RCA desires to contract with the DISTRICT for instruction and/or training services as identified herein.

### I Recitals:

- A. **DISTRICT** provides Contract Instruction to serve community needs.
- B. **RCA** helps its affiliate, associate, chef, Culinology, food science & technology, and student members overcome the challenges of their industry by providing them with an array of benefits including education, certification, annual conference and tradeshow, networking events, and communications.
- C. **DISTRICT** and RCA have agreed it would be in each partners' mutual benefit if **DISTRICT** and RCA marketed and offered a workshop entitled.

### **II** Agreement:

The General Agreement states the general conditions of the relationship.

Appendix A titled "Operating Principles for **DISTRICT** / RCA workshops" outlines the service; content ownership; instructor requirements; administration and pricing; service scheduling; reports; follow-up and certificates; marketing and sales; and invoice payment.

Appendix B titled "Trademark License Agreement" outlines RCA ownership of the mark and a grant of license.

### III Term:

This agreement shall commence September 22, 2011 and shall continue for three years unless both parties mutually agree to terminate the contract pursuant to Clause 5 of this agreement.

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# **IV Obligations:**

It is the responsibility of DISTRICT to provide RCA with six months advance notice when scheduling each workshop in order to ensure effective RCA promotion of the workshops.

**DISTRICT** and RCA shall use one another's logo, in a suitable manner to all partners, on all workshop-related materials, as they pertain to this partnership.

It is the responsibility of each partner to advise the other of any changes to their own logo as soon as changes are made. Partners will not be held responsible for using new logo on materials that have been printed in advance and approved.

# V Termination:

This agreement can be terminated at any time if either RCA or **DISTRICT** gives six months written notice to terminate the agreement along with an explanation as to the reason for termination.

All related workshop/training materials will be returned to each party following delivery of the final contracted workshop.

# VI Prohibitions:

If at any time this agreement is terminated, **DISTRICT** and RCA will be prohibited from using any workshop-related materials provided by the other organization, or logos, without written approval.

# **<u>VII Indemnity:</u>** (reciprocal conditions apply)

RCA agrees to the fullest extent permitted by law, to defend, to indemnify and hold DISTRICT, and its trustees, directors, officers, employees and agents, harmless from and against any and all liability, loss, expense, claims by any third parties for injury or damages arising out of RCA'S performance of, or in connection with this Agreement to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the improper conduct, negligent or intentional acts or omissions of RCA, its directors, officers, employees, agents or students. Notwithstanding the foregoing, RCA's indemnification obligations shall not apply to the extent that such claims directly arise from DISTRICT'S improper conduct, negligent or intentional acts or omissions or breach of any of its obligations hereunder.

DISTRICT agrees to the fullest extent permitted by law, to defend, to indemnify and hold RCA, and its directors, officers, employees or agents harmless from and against any and all liability, loss, expense, claims by any third parties for injury or damages arising out of the performance of, or in connection with this Agreement to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the improper conduct, negligent or intentional acts

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or omissions of DISTRICT, its directors, officers, employees, or agents. Notwithstanding the foregoing, DISTRICT'S indemnification obligations shall not apply to the extent that such claims directly arise from RCA'S improper conduct, negligent or intentional acts or omissions or breach of any of its obligations hereunder.

### VIII Disagreement: (reciprocal conditions apply)

Any disputes between RCA and DISTRICT will be discussed between senior representatives from the two establishments. If a mutual agreement cannot be reached, a third party arbitrator will be mutually selected to resolve the dispute. The decision of the arbitrator is deemed final and will not be appealed by either party. The cost of the arbitration process will be shared equally by all partners. If required a dispute will be settled according to State of California law.

# IX Scope:

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This agreement relates solely to the promotion and marketing, administration and other arrangements as described herein and in the attached appendices concerning the Culinology® Training material and has no bearing whatsoever on other services of **DISTRICT** or the RCA.

# X Notice:

All notices pursuant or permitted to be given under this agreement shall be in writing and delivered to the addresses of the parties as stated below or to such other address as notified in writing to other party.

DISTRICT	<b>Coast Community College District</b>
ADDRESS	1370 Adams Ave

ADDRESS 1370 Adams Ave. Costa Mesa, CA 92626 Tel: 714-438-4600

Research Chefs Association Address: 1100 Johnson Ferry Rd. Suite 300, Atlanta, GA 30342 Tel: 404-252-3663 Fax: 404-252-0774

# <u>XI Taxes:</u>

All prices and expenses referred to in this agreement are exclusive of any tax or taxes or other government charges which may from time to time apply.

# XII Headings:

The section headings in this agreement are included for convenience only and are not relevant to the interpretation of any provision of this agreement.

# XIII Counterparts:

This Agreement may be executed in two counterparts, each of which, when executed, shall be deemed an original and such counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF, this Agreement is effective as of the Effective Date.

Signed by Jerry Patterson R of and on behalf of Coast Community College District

Name:

Position: Board President Date:

Signed by Jim Fowler of and on the behalf of RESEARCH CHEFS ASSOCIATION

Name: Jim Fowler Position: Executive Vice President

Date: 8/17/11

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# Appendix A:

# Operating Principles for DISTRICT / RESEARCH CHEFS ASSOCIATION Workshops

# I The Service:

The following workshops will be offered by **DISTRICT** in a distance learning format in cooperation with the RCA. RCA will be responsible for informing the **DISTRICT** of any workshop material and curriculum changes as soon as they occur, and DISTRICT will be responsible for implementing these changes at the earliest possible date. **DISTRICT** cannot be responsible for changes of workshop material that has been already printed and approved. The workshops under discussion are as follows:

"Culinology® Workshop: Foundations in Food Science." A 22-contact-hour, online workshop offered in six learning modules that reference the following topics:

- Meats and Proteins
- Lipids
- Carbohydrates
- Food Additives
- Gums and Emulsifiers
- Interactions within the Food / Food System

Culinology® Workshop: Food Safety, Packaging, Government Regulations and Sensory Evaluation. A 22-contact-hour, online workshop offered in six learning modules that reference the following topics:

- Hazard Analysis Critical Control Points (HACCP): Good Manufacturing Practices, pathogens and food safety, irradiation and more
- Government Food Regulations
- Packaging and Shelf Life: materials, modified atmosphere packaging, microwaving and more
- Sensory Test Methods: taste and smell, types of testing and practical applications of sensory evaluation

Culinology® Workshop: Basics of Food Processing and Food Systems. A 22-contact-hour, online workshop offered in six learning modules that reference the following topics:

- Low Fat/Low Sugar and High Fat Systems
- Freezing, Dehydration, Roasting, Baking and Frying
- Aseptic Processing, Sous Vide, Cook-Chill and Retorting
- Modified/Controlled Atmosphere Packaging and MicrowaveProcessing

Culinology® Workshop: Development of Food Systems and Commercialization. A 22-contacthour, online workshop offered in six learning modules that reference the following topics:

- Product Development
- Flavor Technology
- Developing Food Systems
- Bench top Evaluation
- Scale-Up Issues from Pilot to Production
- Mystery Basket

# **<u>II Content Ownership:</u>**

The RCA retains copyright ownership of all RCA curricula and content, and the curriculum content cannot be used outside the workshops without prior written approval by the RCA.

It is recognized at the time of this agreement that the initial training materials, as well as supplementary training materials provided to DISTRICT at the beginning of this agreement, are the sole property of the Research Chefs Association and its current trainers.

The RCA will provide DISTRICT with copies of all course outlines and learning objectives as part of the partnership agreement, for teaching purposes.

DISTRICT may create additional materials which are the property of DISTRICT.

# III Instructor Requirements & Training:

1. All Instructors require the following qualifications:

- Experience in the food industry sector;
- Formal education and training experience, accepted as either:
  - A Bachelor of Science/Arts Degree (Culinary Arts/Food Science) with 4-5 years training experience; or
  - A Master of Science/Arts (Food Science) with 2-5 years training experience; or
- Formal culinary arts training (teaching culinary arts courses); or
  - Certification
- On-going technical upgrading.
- 2. All Industry Representatives require the following qualifications:
  - Experience in the food industry sector;
  - Formal scientific education and training experience, accepted as 2-5 years training experience and a technical diploma.

3. To ensure the ability to offer consistent, professional quality training and instructor control, the DISTRICT agrees to receive the following support:

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- Oversight by an RCA instructor the first time a workshop is held.
- Training of the DISTRICT's lead instructor(s) by an RCA instructor the first time a workshop is held. Successive workshops held at DISTRICT must be led by this lead instructor, unless expressed written permission is received from the RCA.
- Lead instructor candidates of Culinology® Workshops are required to attend and observe RCA workshops before leading them.
- Electronic network of information and standard updates.
- Ongoing evaluation by the attendees through evaluation feedback forms.

# IV Administration and Pricing:

- DISTRICT will set the pricing per participant based on the minimums as follows:
   ➢ Culinology® Workshop: Foundations in Food Science \$725 (RCA Member), \$850 (Non member) \$725 (RCA Member), \$850 (Non member)
   ➢ Culinology® Workshop: Food Safety, Packaging, Government Regulations and Sensory Evaluation \$725 (RCA Member), \$850 (Non member)
   ➢ Culinology® Workshop: Basics of Food Processing and Food Systems \$725 (RCA Member), \$850 (Non member)
   ➢ Culinology® Workshop: Development of Food Systems and Commercialization \$725 (RCA Member), \$850 (Non member)
- DISTRICT will be responsible for student registration, collecting registration revenue, and expenses incurred to deliver the workshops, including expenses for RCA auditor and DISTRICT trainer.
- RCA will audit content delivery the first time DISTRICT provides any of the Culinology® Workshops. Timing will be mutually agreed upon by RCA and DISTRICT, with advanced notice of a minimum of 180 days.
- DISTRICT may run Culinology® workshops as many times as they wish.

DISTRICT will have the following cancellation policy for participants:

- A student who drops a class during the first two weeks of the semester as a result of which there is a change in status will receive a tuition refund of 75% of the tuition charge which includes the materials and book costs. When a student withdraws from a class after the initial two-week refund period, there will be no tuition adjustment and the student's enrollment status will not change.
- If, for any reason, the workshop is cancelled by the DISTRICT, students will be refunded the entire registration fee.

# V Service Scheduling:

DISTRICT to provide with a minimum of six months lead time for scheduling of any Culinology® workshop that requires oversight by an RCA instructor.

# VI Reports, Follow-up and Certificates:

- DISTRICT to provide RCA with a list of participants and their contact information no later than 5 working days following the completion of the workshop.
- RCA is responsible for providing DISTRICT with up-to-date contact information. (Reciprocal conditions are applicable).
- DISTRICT will generate and distribute certificates to participants at the end of the workshops at the workshop location. The certificates will include logos of the DISTRICT and RCA.
- DISTRICT will submit to RCA completed workshop evaluations from participants within 5 working days following the completion of the workshop.

# VII Marketing and Sales:

- All marketing materials used by DISTRICT to promote DISTRICT hosted RCA workshops will contain both RCA and DISTRICT logos.
- All relevant promotional materials and templates (as agreed upon by both parties) used by DISTRICT to promote DISTRICT -hosted RCA workshops will include the RCA logo and must be approved by RCA prior to printing or distribution.
- All relevant promotional materials and templates (as agreed upon by both parties) used by RCA to promote DISTRICT -hosted RCA workshops will include the DISTRICT logo and must be approved by DISTRICT prior to printing or distribution.
- DISTRICT will market DISTRICT-hosted RCA workshops on the DISTRICT website and through their database e-mail and fax capabilities.
- RCA will market DISTRICT -hosted workshops on the RCA website and through their database e-mail capabilities.

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### VIII Invoice Payment:

- DISTRICT will pay RCA a licensing fee of 17 percent of workshop registration income for each workshop held.
- The DISTRICT will provide RCA with a total registration income amount within 7 days following the conclusion of a given workshop.
- Based on the total registration income amount, RCA will invoice DISTRICT for the licensing fee within 14 days following the conclusion of a given workshop.
- DISTRICT will be responsible for invoice payment within 30 days of receipt of the invoice.

Orange Coast College Attn: Community and Contract Education 2701 Fairview Road Costa Mesa, CA 92626

# Appendix B:

### TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("Agreement") is entered into and effective as of January 21, 2010 ("Effective Date"), by and between **Research Chefs Association**, a Missouri non-profit organization, located at 1100 Johnson Ferry Road, Suite 300, Atlanta, Georgia, USA 30342 ("RCA") and **Coast Community College District**, a public educational form agency, operating Orange Coast College], located at <u>1370 Adams Avenue</u>, Costa <u>Mesa, CA 92626</u> ("Licensee") (collectively, the "Parties").

WHEREAS, RCA is the owner of and has used the trademark CULINOLOGY, whether or not registered, (the "Mark") in connection with providing association services, trade show services, educational services, informational services, and related products and services for the food industry;

WHEREAS, Licensee desires to use the Mark in connection with providing online CULINOLOGY workshops at Orange Coast College.

WHEREAS, the Parties mutually desire to formally set forth the terms and conditions under which Licensee shall be permitted to use the Mark.

**NOW, THEREFORE,** in consideration of good and valuable consideration including the mutual promises and covenants set forth herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. <u>Grant of License.</u> RCA hereby grants to Licensee during the Term of this Agreement a non-exclusive, non-transferable license to use the Mark in the Territory on and in connection with the Services. Licensee acknowledges the retention by RCA of all rights and privileges not expressly granted by this Agreement. Licensee also acknowledges that RCA reserves and has the right to, in its sole discretion, use the Mark on and in connection with the Services in the Territory. The license granted hereunder shall not include a license to use any trademark owned by RCA other than the Mark.

2. <u>Ownership of Marks.</u> Licensee acknowledges the exclusive ownership of the Mark by RCA, agrees that it will do nothing inconsistent with that ownership, and agrees that all use of the Mark by it shall inure exclusively to the benefit of RCA. Licensee agrees that it will not at any time, including after expiration or termination of this Agreement, do or acquiesce in anything, or aid or assist any other party in doing anything, that may in any way infringe upon, harm, dilute, challenge or otherwise adversely affect the rights of RCA in and to the Mark, including attacking the title of RCA to the Mark or attacking the validity of the Mark. Nothing in this Agreement shall give Licensee any right, title, or interest in the Mark other than the right to use the Mark as provided herein during the Term of this Agreement. Licensee agrees that it does not have and shall not have as a result of the license granted herein any right to register, aid, or permit others to register the Mark either alone or in combination with any other word, symbol, slogan, sign, device, or design, either during the Term of this Agreement or after its expiration or termination.

3. <u>Quality Control.</u> Licensee shall use its best efforts, skill, and diligence to ensure that the Services offered under the Mark are rendered in accordance with the standards,

specifications, and instructions approved by RCA, are of a quality, form and nature that is substantially equivalent to the same or similar goods or services offered by RCA just prior to the Effective Date, and are of a good standard of quality. RCA has the sole right to approve the actual quality of the Services offered by Licensee in connection with the Mark. In that regard, Licensee agrees to cooperate with RCA to permit reasonable inspection of its operations, premises, finished products, printed materials, advertising, and all other matters related to the Mark or the quality of the Services. Licensee also agrees upon request to furnish RCA with samples of advertising and promotional materials related to the Services offered under the Mark. RCA hereby acknowledges that it has approved the current quality of the Services that are offered under the Mark by Licensee. Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the offering of the Services covered by this Agreement.

4. Form of Use. RCA has the sole right to control and approve the manner and form in which the Mark is to be used and Licensee agrees to use the Mark only in the manner and form approved by RCA. To facilitate such approval, Licensee agrees at RCA's request to send RCA samples, photographs, and/or finalized layouts of advertising and promotional materials, course books, and the like related to its proposed uses of the Mark and shall refrain from such use until approval is given by RCA. RCA's approval shall not be unreasonably withheld and shall be deemed given if no objection is made within thirty (30) days of RCA's receipt of the proposed use. Licensee agrees to promptly and fully follow all directions and instructions of RCA concerning its use of the Mark.

5. <u>Markings.</u> Licensee agrees that it shall undertake what is required to safeguard and protect RCA's rights in the Mark and the goodwill associated therewith and agrees that it will not do anything, directly, or indirectly, or by omission, to diminish the value of the Mark or to impair or injure RCA's rights therein. Licensee agrees that all uses of the Mark on approved Services offered by it shall be accompanied by a marking inscription which conforms in substance to the following:

> "CULINOLOGY is a trademark of Research Chefs Association. It is licensed to **Coast Community College District-Orange Coast College** and is used in accordance with the standards, specifications and express permission of Research Chefs Association."

Licensee agrees to add any other markings reasonably requested by RCA and to change the above marking if requested by RCA.

6. <u>Term.</u> This Agreement shall be effective, unless earlier terminated, for as long as Licensee uses the Mark in connection with the Services; provided, however, that RCA may terminate this Agreement without cause upon three (3) months' written notice to Licensee.

7. <u>Termination</u>. In the event Licensee breaches this Agreement and such breach is not cured within thirty (30) days of receipt by Licensee of written notice of such breach, RCA may terminate the Agreement without further notice. This Agreement shall be immediately terminated upon the following circumstances: (a) upon Licensee's cessation of use of the Mark; or (b) in the event Licensee becomes unable to pay its debts in the ordinary course of trade or is bankrupt or insolvent.

8. <u>Effect of Termination.</u> Upon expiration or termination of this Agreement for any reason, all of Licensee's rights hereunder with respect to its use of the Mark shall immediately cease and Licensee shall not have the right to use the Mark, or permit others to do so. Licensee agrees that, upon expiration or termination of this Agreement for any reason, it will immediately discontinue use of the Mark and will remove all indications of the Mark from its premises, advertising and promotional material, course books, and the like. Licensee shall not thereafter use the Mark or any other marks or words or combinations that so nearly resemble the Mark as to be likely to deceive or cause confusion, unless specific written permission to do so shall be given by RCA.

9. <u>Infringement Proceeding.</u> Licensee agrees to promptly notify RCA of the appearance of any unauthorized use of the Mark by others that comes to the attention of Licensee. RCA reserves the exclusive right, in its sole discretion, to assert claims of infringement and to institute proceedings for infringement of the Mark either in its own name or at its option jointly with Licensee, and Licensee agrees to render such assistance in connection therewith as RCA may require.

10. <u>Disclaimer: Indemnification</u>. RCA represents and warrants to Licensee that RCA holds a valid and current ownership of the Mark and as such can authorize the licensing thereof. RCA shall defend, indemnify and hold Licensee harmless from and against any losses, claims, demands, actions, damages, costs, suits and proceedings by or against RCA or Licensee that may arise, or be made, brought or recovered by any party, by reason or on account of RCA's offering of the Mark. This provision shall survive the expiration or termination of this Agreement and shall remain in full force and effect.

**11.** <u>Warranty.</u> RCA warrants that Licensee will be free of liability for infringement of the rights of third parties and that every such obligation or warranty is hereby excluded.

12. <u>Waiver and Modification.</u> No future waiver, alteration, amendment, modification, or other change of any of the terms and conditions of this Agreement, whether oral, through the Parties' course of performance, course of dealing or course of conduct, or manifested in any other way, shall be binding or effective unless agreed to in writing and signed by authorized representatives of the Parties. Any such written waiver shall be effective only in the specific instance and for the purpose given. It is the express intention of the Parties that such requirement for written waivers, alterations, amendments, modifications, or other changes be strictly enforced, notwithstanding judicial precedent or statutory provisions to the contrary.

13. <u>Further Assurances.</u> Licensee agrees that it will promptly execute and deliver all documents and do all things that are reasonably requested by RCA to facilitate compliance with applicable laws, regulations, conventions and treaties of the Territory. Licensee agrees to enter into any formal license or registered or permitted user agreement and to execute or procure execution of any other document at any time and without further consideration from RCA which may be necessary to preserve the validity of the Mark, or applications or registrations thereof, or the rights of RCA therein.

14. <u>Notice.</u> Any notice required to be given under this Agreement shall be sent by overnight mail or by facsimile to the other party to the relevant address set forth below. Any notice mailed via overnight mail shall be deemed to have been received by the addressee on the next business day following the date of mailing. Any notice sent by facsimile shall be deemed to

have been received by the addressee on the same business day as the day on which such facsimile is sent or the next business day in the case of a facsimile sent after 4:00 p.m., so long as a transmission verification is received by the sender and the recipient does not notify the sender that the notice was not received in legible form. The relevant addresses are:

If to Research Chefs Association:	Research Chefs Association Executive Director 1100 Johnson Ferry Road Suite 300 Atlanta, Georgia 30342 USA Facsimile: (404) 252-0774
With a copy to:	Stephen T. Olson Harness, Dickey & Pierce, P.L.C. 5445 Corporate Drive, Suite 200 Troy, Michigan 48098 USA Facsimile: (248) 641-0270
If to Licensee:	

Orange Coast College President 2701 Fairview Rd., P.O. Box 5005

Costa Mesa, CA 92628-5005

With a copy to:

Coast Community College District Vice Chancellor, Administrative Services 1370 Adams Avenue Costa Mesa, CA 92626

Each Party shall promptly give notice to the other of any change in name or address to which notices to it are to be sent.

**15.** <u>Assignment and Sublicense.</u> This Agreement is personal to Licensee and no rights granted to it hereunder may be sold, transferred, pledged, assigned, sublicensed, or otherwise conveyed or disposed by it in any way to any third party, including by operation of law, without the prior written approval of RCA and any purported sale, transfer, pledge, assignment, sublicense or disposition by Licensee shall be void. This Agreement is freely transferrable by RCA.

**16.** <u>Successors and Assigns.</u> This Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns.

**17.** <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces any prior representations, statements, promises, communications or agreements of any kind between the Parties, whether oral, written, or implied.

OCC-RCA Continuing Education agreement 09-22-2011

18. <u>Severability.</u> In the event that any provision or any portion of any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions of this Agreement and the remaining portion of any provision held invalid or unenforceable shall nevertheless remain in full force and effect.

**19.** <u>Governing Law.</u> This Agreement shall be governed by and shall be construed, interpreted and enforced in accordance with the laws of the State of California, without regard to the conflict of laws provisions of that State.

**20.** <u>Counterparts.</u> This Agreement may be executed in two counterparts, each of which, when executed, shall be deemed an original and such counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF, this Agreement is effective as of the Effective Date.

### **RESEARCH CHEFS ASSOCIATION**

Signed by

Name: Jim Føwler Title: Executive Vice President

Date:

### COAST COMMUNITY COLLEGE DITRICT (Orange Coast College)

Name: Jerry Patterson Title: Board President

Date:

### FACILITIES USE PERMIT ADDENDUM

#### Addendum to:

# Garden Grove Unified School District's Application and Agreement for use of Don Wash Memorial Auditorium

#### Name of Applicant: Coast Community College District/Coastline Community College

This Addendum amends that certain application to Garden Grove Unified School District for use of the facilities at <u>Garden Grove High School's Don Wash Memorial Auditorium dated May 12, 2012</u>. The following sentence in the Application and Agreement is hereby deleted: "The applicant further certifies that he or she shall be personally responsible, on behalf of the organization, for any damage or unnecessary abuse of school buildings, grounds, or equipment while occupied by the organization."

Notwithstanding anything to the contrary contained in the Application, the School district and <u>Coast</u> <u>Community College District/Coastline Community College</u> agree that California Education Code Section 38134(i) is incorporated into and supersedes any conflict part of the application. California Educational Code Section 38134 (i) provides as follows:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the cost of insuring against its respective risks and shall each bear the cost of defending itself against claims arising from those risks. Notwithstanding any other provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Divison 3.6(commencing with section 810) or Title 1 of the government code for injuries caused by a dangerous condition of public property. (California Education Code Section 38134)

Jerry Patterson President, Board of Trustees

Date

#### GARDEN GROVE UNIFIED SCHOOL DISTRICT 10331 Stanford Avenue, Garden Grove, California 92840 APPLICATION AND AGREEMENT FOR USE DON WASH MEMORIAL AUDITORIUM (Please type or use ball-point pen and <u>press firmly</u>)

DATE: September 8, 2011

Liability Insurance Certificate required in the amount of \$1,000,000.00 naming Garden Grove Unified School District as additionally insured with endorsement. Must show Certificate Holder's address as listed above. INSURANCE CERTIFICATE EXPIRES:

#### **ORGANIZATION:**

NAME OF ORGA	NIZATION: COA	AST COMMUNIT	TY COLLEGE DIST	<u>'RICT/COASTLINE C</u>	<u>COMMUNITY COL</u>	LEGE
AUTHORIZED O	FFICER OR AGEN	T: <u>Jerry Patters</u>	son	TELEPH	ONE: <u>714-241</u>	-6160
ADDRESS: 1146	0 WARNER AVEN	UE	CITY: FOUNTAIN	V VALLEY	ZIP CODE:	<u>92708</u>
Proposed Use:(	Graduation Ceremor	iy .	Performance Ti	me: <u>2:00pm</u>	Expected Attenda	ince: <u>800</u>
DATES	TIME	SET UP	REHEARSAL	PERFORMANCE	STRIKE	TIME
REQUESTED	IN	TIME	TIME	TIME	TIME	OUT
5/12/2012	12:00PM	1:00				5:00PM
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	1					
. 4890			· · · · ·		<del></del>	
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					~	
FACILITIES & EQUIPMENT REQUESTED:       Grand Piano (additional rental charge of \$125.00 plus \$90.00 tuning fee)         Ticket Booth       Greenroom       Dressing Room       Lighting       Follow Spot         # of Microphones       Choral Risers       Band Risers       Acoustical Shell       Curtains (open/close)         # of Tables       20       # of Chairs       # of Music Stands       # of production staff (including performers)         Will you be video taping?       Will you be making an audio recording?         Will you be selling food and/or merchandise? If so, please describe						
	, sering rood under		, F			(
Comments:						
NO ALCOHOL	SMOKING FOOI	OR BEVERAG	ES ARE ALLOWEE	) IN THE AUDITORI	UM.	

### ESTIMATED CHARGES: PLEASE NOTE: One half of estimated charges reported by Theatrical Services Technician is due upon booking. Final half of estimated charges must be received by the Community Services Office no later than 14 days prior to event. If final use reports after event

reflects additional charges over estimated amount due, you will be billed on a separate invoice.

\$ \_\_\_\_\_ office use only

The applicant hereby agrees to hold the Garden Grove Unified School District, the Board of Education, individual members thereof, and all district employees free and harmless from any loss, damage, cost, claims, actions/judgments, or expense, regardless of cause, which may arise during or because of such use or occupancy of the school property, facilities, furniture or equipment. The applicant furthermore certifies that the organization shall be responsible for any damage or unnecessary abuse of school buildings, grounds, or equipment while occupied by the organization. The organization agrees to abide by and enforce all rules and regulations of the Garden Grove Unified School District governing the non-school use of buildings, grounds, and equipment. Furthermore, the undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act that is prohibited by law. The undersigned further declares that the applicant organization, on whose behalf he/she is applying for the use of school property, upholds and defends the Constitutions of the United States and the State of California. This statement is made under penalty of perjury.

The Board of Education reserves the right to terminate any facility use permit upon written notice by the Board, or its designated representative, to the person, organization, or group in whose name the facility use permit is issued.

I have read and understand regulations stated above.

Signature	Date	C
	District Office Use Only	
Approved by:	Date:	
Version 2 / 7-8-11		

GARDEN GROVE UNIFIE 10331 Stanford Avenue, Garde APPLICATION ANI USE OF SCHOOL (Please type or use ball-poin	den Grove, California 92840 ND AGREEMENT DL FACILITIES
ALL PERMITS ARE SUBJECT	T TO SCHOOL SCHEDULE
Liability Insurance Certificate required in the amount of \$1,000,000.00 naming Garden Grove Unified School District as additionally insured with the endorsement and as Certificate Ho Must show Certificate Holder's address as listed above.	DATE: September 7, 2011 Holder.
INSURANCE CERTIFICATE EXPIRES:	
SCHOOL REQUESTED Garden Grove High School	
DATES OF USE: <b>5-12-12</b> TO TO HOURS	OF USE: <u>12:00pm</u> TO: <u>5:00pm</u>
TYPE OF FACILITY REQUESTED: GYMNASIUM	ROOM NUMBERS:
SPECIAL SET-UPS:	
PROPOSED USE: To be used for Graduation (@ Don Wash Auditori	
EXPECTED ATTENDANCE 300	
Payment for estimated charges is due 10 days in advance of event.         Estimated costs:	
ORGANIZATION:	
NAME OF ORGANIZATION <u>COAST COMMUNITY COLLEG</u>	GE DISTRICT/COASTLINE COMMUNITY COLLEGE
AUTHORIZED OFFICER OR AGENT Jerry Patterson	
	Intain Valley ZIP CODE 92708
E-MAIL	s, actions/judgments, or expense, regardless of cause, which may arise ties, furniture or equipment. The applicant furthermore certifies that use of school buildings, grounds, or equipment while occupied by the les and regulations of the Garden Grove Unified School District nt. Furthermore, the undersigned states that, to the best of his or her ade will not be used for the commission of any crime or any act that is organization, on whose behalf he/she is applying for the use of school and the State of California. This statement is made under penalty of a use permits upon written notice by the Board, or its designated
- neve you and anaviorand regulations stated above.	

gnature of Group Representative

Date

**District Office Use Only** 

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#### RULES & REGULATIONS FOR THE DOWNTOWN RECREATION CENTER MEETING AND PARTY ROOM RENTAL

#### **GENERAL:**

The Downtown Recreation Center is a Non-Smoking City facility. NO ALCOHOL OR LIVE MUSIC is permitted at this facility. Facility Hours: Monday – Friday, 8:00 a.m. – 6:00 p.m. Summer Hours: Monday – Friday, 8:00 a.m. – 5:00 p.m. Rental Hours: Sunday- Friday, 8:00 a.m.-10:00 p.m.; Saturday, 8:00 a.m. - 11:00 p.m. Closed on Holidays

PREPARATION TIME: Allows for delivery, caterer, and those decorating to enter the facility prior to guest arrival.

EVENT TIME: Upon arrival of guests, event time shall begin and continue through contracted hours.

CLEAN-UP TIME: Clean-up time is a minimum of one half hour following the departure of guests from the facility. All personal and rental items must be removed from the facility. WE DO NOT PROVIDE STORAGE.

**CLEAN-UP:** The PATRON is responsible for wiping spills from tables, chairs, walls, carpet; removal of trash can liners to outside dumpsters; removing large pieces of trash, balloons, etc. from the tile. Cleanup may include vacuuming and/or mopping and removing debris from furniture. Rental deposit may be retained for insufficient clean-up, carpet spots/stains, dirty tables, damage to walls, doors or windows.

CONTRACTED TIME: Is the total of preparation time, event time and clean-up time. Initials:

PARKING: There is absolutely no loading, unloading, or parking in any area other than marked parking stalls. Vehicles can not be left in parking lot over night CMMC: Sec 12-18; 12-23; 12-26 Initials:

**RENTAL DEPOSITS:** All rental deposits are in addition to rental fees and are refundable after the rental, provided patron is out of the facility on time, clean up has been done properly and there has been no damage to facility and furnishings. If any of the above requirements have not been met, an appropriate amount of the rental deposit will be retained. Any group using the Downtown Recreation Center will be invoiced any additional cost over the deposited amount, for loss or damage to equipment. **Initials:** 

A check from the City of Costa Mesa Finance Department will be mailed to the patron's address approximately three (3) weeks following the event.

NOTICE OF CANCELLATION/TRANSFER AND FEE INCREASES: All cancellations must be made in writing for a rental refund consideration. Refunds are subject to a \$20 CANCELLATION FEE. Cancellation requests made less than TEN (10) business days prior to the event shall result in forfeiture of rental deposit. All facility rental fees are subject to change. A \$20 TRANSFER FEE will be charged to move a scheduled date, subject to availability. Initial:

The City reserves the right of cancellation with NINETY (90) day notice. If a cancellation is necessary, notice will be given as far in advance as possible, but not less than ninety days, barring unforeseen emergency or act of nature. Cancellation by the City will result in a full-refund. The City reserves the right to increase fees. Initial\_\_\_\_\_\_

Alcohol and live music is prohibited at all events. Initial:

#### **ACKNOWLEDGEMENT:**

I have received the following documents: copy of contract; general rules/regulations for facility; fees applicable for reservation. Initial

#### WAIVER:

I, the undersigned, do hereby agree to indemnify and hold harmless the City of Costa Mesa, and any of their officers, agents, or employees from any liability or claim or action for damages resulting from or in any way arising out of the use of the facility or equipment and will agree to abide and enforce the Rules, Regulations and Policies governing the facility as set forth by the City of Costa Mesa, except if damages are caused by the negligence or other wrongdoing of City or its agents. Said patron will accept all responsibility for any damage to premises, furniture, equipment, or grounds resulting from use of facility.

# I HAVE READ AND AGREE TO ALL THE RULES, POLICIES AND REGULATIONS FOR THE DOWNTOWN RECREATION CENTER.

Please print name (patron making reservation): Attachment 7 Please sign name (patron making reservation): Date: Approved: To be completed by staff working event. By DRC staff: Prep Time: Initial Date: Event Time: Initial Clean-up Time: Initial Permit # Projected Attendance: Rev. 3/10

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Working for Wellness



September 7, 2011

HealthFax, Inc. Kelly Hughes- V.P. of Operations 16787 Beach Blvd. #235 Huntington Beach, California 92647

# RE: Agreement between HealthFax, Inc., and the Coast Community College District to provide a Flu Immunization program at the following locations:

- Monday, October 3<sup>rd</sup> / 10:00AM-2:00PM Coast Community College / HR Conference Room 1370 Adams Ave. Costa Mesa
- Wednesday, October 5<sup>th</sup> / 1:00PM-5:00PM Orange Coast College / Faculty House 2701 Fairview Road Costa Mesa
- Monday, October 10<sup>th</sup> / 8:00AM-12:00PM Coastline Community College / 11460 Warner Ave. Fountain Valley
- Tuesday, October 11<sup>th</sup> / 12:00PM-4:00PM Golden West College / Student Health Center 15744 Golden West Street Huntington Beach

HealthFax will administer a Flu Immunization program at each of the 4 sites listed above. The program will have a 400 shot minimum at \$21.00 per immunization. All shots over the 400 will be invoiced at the \$21.00 rate. HealthFax will collect \$10.00 from each participant and invoice \$11.00 for each shot to CCCD.

HealthFax will provide: consent forms, VIS statements, staffing, vaccine, supplies and all other necessary supplies to conduct this program.

HealthFax will invoice Coast Community College District for all shots administered less the \$4400.00 advanced payment received at the conclusion of the program.

If you are in agreement with the terms and the cost of this proposal, please sign, date and E-Mail/Mail to: HealthFax, Inc.

Kelly Hughes, V.P. of Ops-HealthFax, Inc

Date

Jerry Patterson, Board President Coast Community College District

Date

### COAST COMMUNITY COLLEGE DISTRICT INTERIM EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

1. <u>Parties</u>. The Coast Community College District ("District") and ("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. <u>Position</u>. The District hereby employs Administrator as Interim <u>Vice Chancellor</u> of Educational Services.

3. <u>General Terms and Conditions of Employment</u>. 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. <u>Term</u>. District agrees to employ Administrator, and Administrator agrees to serve a minimum of 90 days, for the period commencing on <u>October 3, 2011</u>, and ending on the day prior to the commencement of employment of the successor to this position, or on <u>March</u> <u>31, 2012</u>, 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's compensation shall be prorated based on an annual salary of  $\frac{175,000 (\$13,675.64/month)}{1.000 (\$13,675.64/month)}$ .

7. <u>Health and Welfare Benefits</u>. 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. <u>Evaluation</u>. Administrator shall be evaluated during the term of this Agreement, following procedures determined by the Chancellor and the Board of Trustees.

10. <u>**Termination of Agreement**</u>. 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. <u>Savings Clause</u>. 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.

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13. <u>Entire Agreement</u>. 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. <u>Amendment.</u> 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

# **Coast Community College District**

1370 Adams Ave

#### Costa Mesa, CA 92626

<b>CHANGE ORDER</b>	
No. 00001	

TITLE:	Final Change Order: PH Hagopian	DATE:	9/8/2011
PROJECT:	OCC Classroom Modernization	CCCD PROJ NO:	12140-926
TO:	Attn: Paul Hagopian	CONTRACT NO:	PO323992
	PH Hagopian Contractors, Inc. 778 West And Country Rd.	DSA NO:	
(	Orange, CA 92868-4710 Phone: 714-543-4185 Fax: 714-543-5825	ARCH PROJ NO:	
		GC PROJ NO:	

CHANGES TO CONTRACT

00001 Final Contract	Closeout
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(\$135,754.81)

;	Ċ	OLLECTED CHANGE SOURCE	
Туре	Number	Title, State and State and State and State	Cost
COR	00001	Final Change Order: PH Hagopian	(\$135,754.81)

	t Cost: it Tax:	(\$135,754.81) \$0.00
	Total:	
The Original Contract Sum was		\$2,089,000.00
Net Change by Previously Authorized Requests and Changes		\$0.00
The Contract Sum Prior to This Change Order was		\$2,089,000.00
The Contract Sum Will be Decreased		(\$135,754.81)
The New Contract Sum Including This Change Order	b= \$***	\$1,953,245.19
The Contract Time Will Not Be Changed	******	
The Date of Substantial Completion as of this Change Order Therefore is		

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

PH Hagopian Contractors, Inc.	Coast Community College District	Orange-Coast College
By: $\underline{f} = N N_{\gamma}$	By:	By: Jomis (Juni -)
Paul Hagopian	Jerry Patterson	James Farrow
Date: 09/08/11	Date:	Date: <u>9/12/2011</u>
Construction Manager	/ Division of State Architect	
By: Frank Formarch	Ву:	
Date: 9/12/11	Date:	

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### **RESOLUTION #11-39**

# A Resolution of the Board of Trustees of the Coast Community College District in Support of Purchasing Items from Firms that are Based in the United States and Who Employ Staff Within Our Borders

WHEREAS, the current national discussion is to develop employment through creation of jobs; and

WHEREAS, the reduction of employment has been identified as the reason for the financial crisis in the United States; and

WHEREAS, the national unemployment rate in the United States is 9.1%; and

WHEREAS, the statewide unemployment rate in California is 12%, and

WHEREAS, one out of every six persons in the United States lives below the poverty line; and

WHEREAS, income inequality through the United States is commensurate to that of Mexico and the Philippines; and

WHEREAS, manufacturing output in the United States has declined to less than twelve percent of the nation's gross domestic product; and

WHEREAS, millions of jobs in the United States go unfilled because the current labor force lacks the skills and experience to fill those positions; and

WHEREAS, multinational firms in the United States, spurred on by free trade agreements and pro-business national policies abroad, have sent millions of jobs to overseas developing nations; and

WHEREAS, the Coast Community College District, funded largely with taxpayer monies, spends millions of dollars per year on vendor relationships; and

WHEREAS, the Coast Community College District promotes local workforce development and training for new industries with leadership in nursing, trades, law enforcement, culinary arts, and technology manufacturing; and

WHEREAS, the Board of Trustees of the Coast Community College District supports policy makers and elected leaders in their efforts to reduce burdensome regulations, policies, and practices that limit the growth of manufacturing and the creation of jobs throughout California and the United States.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Coast Community College District encourages community members, students, employees, institutions of higher education and other legislative bodies throughout California and the United States to purchase goods and services provided by firms based in the United States, and that hire American workers, and that grow jobs and industry throughout the California and the rest of the country;

BE IT FURTHER RESOLVED that the Secretary of the Board is directed to draft a Board Policy that strongly encourages the administration and staff of the Coast Community College District to purchase domestically made goods and services from firms based in California or the United States and who employee domestic laborers, for all District business, whenever possible.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on September 21, 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 # 11-40**

# 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 was 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 September 19, 2011 the Board of Trustees of the Coast Community College District held a Special Board Meeting; and

WHEREAS, Jerry Patterson was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Patterson's absence was due to hardship;

**NOW, THEREFORE, BE IT RESOLVED**, that Trustee Patterson shall be paid at the regular rate of compensation for the Special Board Meeting on September 19, 2011.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on September 21, 2011 this Resolution was adopted by the Board by a vote of \_\_\_\_\_.

Aye: No: Absent:

Christian Teeter, Ed.D., Board Secretary, Board of Trustees

Attachment 12

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