

**Regular Meeting/Study Session  
Board of Trustees  
Coast Community College District**

---

**Date:** Wednesday, October 19, 2011

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

**Time:** 5:00 p.m. Closed Session  
6:30 p.m. Open Session

***A G E N D A   I T E M S***

- 1. Call to Order**
- 2. Roll Call**
- 3. Opportunity for Public Comment (Closed Session - Items on the 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.*

**4. Convene to Closed Session**

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

The following items will be discussed in Closed Session:

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

Position: Secretary of the Board of Trustees

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

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

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

Janet Redding vs. Coastline Community College et al., Orange  
County Superior Court Case No. 30-2011-00479488

Coast Federation of Educators vs. Coast Community College District, Public  
Employment Relations Board Case No. LA-CE-5578-E

William Miles vs. Golden West College et al., Orange County Superior Court  
Case No. 30-2011-00504551

**5. Reconvene to Open Session at 6:30 p.m.**

**6. Pledge of Allegiance - Trustee Jerry Patterson**

**7. Report of Action from Closed Session (if any)**

**8. STUDY SESSION (Approximately 1 1/2 hours)**

At this time, Trustees and the public shall have the opportunity to participate in a Study Session on the following topics:

**a) Ten Year Capital Improvement Program and Preliminary General  
Obligation Bond Information (See Attachment #3)**

**b) Reasons for Using the Design/Build Option for the Delivery of Buildings to Community Colleges:**

A panel of experts who have first-hand experience regarding the design/build option to deliver community college buildings:

Joe Grosshart, Vice President, C. W. Driver

Greg Ellis, Executive Vice President, Control Air Conditioning Corp.

Greg Elliott, President, Anderson & Howard Electric, Inc.

Derral McGinnis, Vice President, Bomel Construction Company

**9. Public Comment (Open Session - Items on the Agenda)**

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

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

*It is the intention of the Coast Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable particular needs so that appropriate accommodations may be made.*

**10. Report to the Board of Trustees on the District's Ten Year Capital Improvement Needs**

**i) Background**

In the spring of 2011, the Vision 2020 Facilities Master Plan was completed. This plan provides a framework for future development needs and reflects the physical plant needs for operations and instructional service delivery at the District's three colleges and administrative headquarters. The plan is driven by the Vision 2020 Educational Master Plan and was adopted by the Board of Trustees.

Since that time staff has further analyzed the District's capital needs and has developed a comprehensive ten year Capital Improvement Plan (CIP) reflecting long term technology and facilities maintenance/system replacement needs along with the physical plant needs identified in the Vision 2020 Plan.

On September 27, 2011, the Land Development Committee met to receive a presentation of this CIP and preliminary information concerning a local general

obligation bond measure as a primary means of plan implementation.

Earlier today the Board received a presentation summarizing the data shared with the Land Development Committee last month.

**ii) Goal/Purpose**

To outline the district's ten year capital needs and a strategy to implement that plan and determine whether the Board wishes to direct staff to investigate the feasibility of a local general obligation bond measure.

**iii) Comments**

Accompanying this Board Agenda item will be a brief presentation generally summarizing the information presented to the Land Development Committee including preliminary bond sizing, and election timing.

The Vision 2020 Master Plan and presentation materials given to the Land Development Committee are available at the following URL:

<http://vision2020cccd.files.wordpress.com/2011/01/vision-2020-facilities-master-plan.pdf>

<http://www.cccd.edu/board/landDevMeetings.aspx>

**iv) Recommendation Statement**

It is recommended that the Board of Trustees direct staff to undertake the following steps:

- Develop and issue a Request for Qualifications/Proposals to secure a bond financing team including bond Counsel, underwriter and financial advisor.
- Develop and issue a Request for Qualifications/Proposals to secure a strategist and polling consultant.
- Conduct a board workshop to further examine issues such as bond sizing/structuring, financing options, district needs and election timing.
- Develop a realistic budget requirement for dissemination of district information (non-advocacy) prior to the Board calling for an election.

**v) Fiscal Review & Impact**

This agenda item does not ask the Board to make any contractual or financial commitment.

**11. Authorization of Amendment to KOCE Intercreditor Agreement**

**Background:**

The multi-party Intercreditor Agreement supporting the sale of the KOCE-TV station includes FJC, a New York not-for-profit corporation, Nonprofit Finance Fund, a New York not-for-profit corporation, Public Radio Fund LLC, a Colorado limited liability company, and the Coast Community College District, a California public education agency.

FJC and NFF provided a term loan in the amount of \$4,027,305.47 to the KOCE-TV Foundation, a California non-profit public benefit corporation. PRF provided a \$500,000 revolving line of credit to the Foundation. The District previously agreed to extend purchase money financing in the amount of \$20,000,000 to the Foundation.

The loans reflected in the attachments are secured in part by certain collateral of the Foundation and the Lenders have agreed that their respective liens in such collateral are to be on a parity and equality of rank.

The Lenders enter into this Agreement to document their agreement as to such parity and rank and certain other rights, priorities and interest between them.

**Goal/Purpose:**

The purpose of this item is simply for the District to acknowledge a change in the lending parties.

**Comments:**

There are no attachments available at the time of posting of this agenda. These documents, including the Intercreditor Agreement, will be presented at the time of the Board Meeting.

**Recommendation Statement:**

The Vice Chancellor of Administration and District General Counsel have reviewed this item and it is recommended that the Board of Trustees approve the amended Intercreditor Agreement. The Board President, or designee, is authorized to sign and execute any related documents, indicating approval by the Board.

**Fiscal Review & Impact:** This Agreement has no fiscal impact to the District.

**12. Approval of Appointment of John Breihan as Acting Vice President of Student Services, Orange Coast College**

After review by the Vice Chancellor of Human Resources, it is recommended by the

Chancellor that the Board approve the appointment of John Breihan as Acting Vice President of Student Services, Orange Coast College effective October 24, 2011 through January 13, 2012.

**13. Approval of Employment Agreement for John Breihan, Vice President of Student Services, Orange Coast College**

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve a new employment agreement with John Breihan, Acting Vice President, Student Services, Orange Coast College, effective October 24, 2011 through January 13, 2012. Compensation to be \$611.846 per duty day based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. A copy of the Employment Agreement is attached to each Trustee's Agenda. (See Attachment #1)

**14. GWC - Approval of Non-Standard Agreement between Presto Sports and the Coast Community College District for Redesigning and Hosting the Athletic Website for Golden West College**

**Background Information:**

Current and potential students, alumni, and members of the community are increasingly using collegiate websites to choose a college and to follow athletic programs. The athletic website has replaced traditional printed media as the primary source for information on athletic programs and results. This has made having a dynamic and current website a necessity. At the time of decreased resources the licensor will provide an economical platform to administrate the athletic website and allow students, the community, and the world to gather information on the program.

**Goal/Purpose:**

Provide the Athletic Department easy access to post and update releases, event recaps, box scores, season stats, video highlights/clips, schedule of events, rosters, athlete bios, photos, send e-mail to specific groups, create forms, administer awards/voting, etc.

Increase the enrollment of future student/athletes to Golden West College.

Assist with the recruitment/transfer of student/athletes to continue educational goals.

**Comments (if any):** None.

**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 Presto Sports and the Coast Community College District for redesigning and hosting

of their software, from October 20, 2011 through October 19, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Presto Sports Agreement, Attachment #2)

**Fiscal Impact:** \$4,000 to be paid from Trust funds.

**15. Approval of Minutes**

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the minutes of the following meeting be approved:

Regular Meeting of October 5, 2011

**16. Adjournment**

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

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

5:00 p.m. Closed Session, 6:30 p.m. Open Session

October 5, 2011

**MINUTES\***

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on October 5, 2011 in the Board Room at the District Office.

**1.00 Preliminary Matters**

**1.01 Call to Order**

Board President Jerry Patterson called the meeting to order at 5:01 p.m.

**1.02 Roll Call**

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

Trustees Absent: None

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

There were no requests to address the Board.

**1.04 Recess to Closed Session**

The Board recessed to Closed Session at 5:03 p.m. to discuss the following items:

**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
6. Classified Management
7. Classified Staff  
Administrative Assistant to the Vice President
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments  
Child Development Specialist  
Military Contract Educ Program Coordinator  
Executive Assistant to Vice Chancellor HR
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. 30-2011-508979

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

Potential Litigation from Contractors

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

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**

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

**1.06 Pledge of Allegiance – Trustee David Grant**

Trustee David Grant 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 that on a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted unanimously to approve **Item 1.04.01 Public Employment** (See Appendix pages 13-18)

Motion carried with the following vote:

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

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

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

**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:

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, Golden West 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**

The following Presidents of Employee Representative Groups provided reports to the Board:

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

**2.06 Reports from the Board of Trustees**

Board members provided individual reports.

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

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

**2.08 Receive Initial Proposal from Coast Community College District for 2011-2012 Negotiations with the Coast Federation of Educators/American Federation of Teachers (CFE/AFT - Local 1911)**

On a motion by Mr. Patterson and seconded by Mr. Moreno, the Board voted to forward this proposal to a Public Hearing set for October 17, 2011 at 3:30 p.m.

Motion carried with the following vote:

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

**2.09 Receive Initial Proposal from the Coast Federation of Educators (CFE) to Open Negotiations Between the Coast Federation of Educators and the Coast Community College District**

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to forward this proposal to a Public Hearing set for October 17, 2011 at 3:30 p.m.

Motion carried with the following vote:

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

**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 October 5, 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.

**3.04 Review of Instructional Material Fees**

The Board reviewed the Instructional Material Fees as presented in the October 5, 2011 Agenda, and moved this item forward to the November 2, 2011 Agenda for adoption.

**3.05 Buildings and Grounds Reports**

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the October 5, 2011 Agenda.

**CONSENT CALENDAR**

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to approve the Consent Calendar as presented in the October 5, 2011 Agenda.

Motion carried with the following vote:

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

**DISCUSSION CALENDAR**

**23.00 Approval of Agreements**

**23.01 Approve Agreement between Behr Process Corporation and the Coast Community College District to Provide Microsoft Office Training to Behr Employees**

On a motion by Ms. Hornbuckle and seconded by Mr. Venegas, the Board voted to approve the Agreement between Behr Process Corporation and Coast Community College District to provide Microsoft Office training to Behr employees. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** Gross income of \$4,500.

Motion carried with the following vote:

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

**23.02 Approve Agreement between the City of Anaheim and the Coast Community College District to Provide Workforce Investment Act (WIA) Approved Training**

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Agreement between the City of Anaheim and the Coast Community College District to provide Workforce Investment Act (WIA) approved training to qualified participants. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** Gross Income of \$1,053 – \$5,850 per program enrollment.

Motion carried with the following vote:

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

**23.03 Approve a Non-Standard Agreement between Orange County Department of Education (OCDE) and Coast Community College District, on Behalf of Orange Coast College (OCC) for the Purpose of Providing Representation, Technical Assistance, Training, and Consultant Services on Behalf of OCC under the Medi-Cal Administrative Activities (MAA) Program**

On a motion by Mr. Venegas and seconded by Dr. Prinsky, the Board voted to approve the Agreement between Orange County Department of Education (OCDE) and the Coast Community College District for the purpose of providing representation, technical assistance, training, and consultant services on behalf of OCC under the Medi-Cal Administrative Activities (MAA) Program. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** It is anticipated that this program will produce a net revenue gain for the college. OCDE will receive reimbursement from the state for OCC's MAA claim and will distribute these funds to OCC, less a 4.5% fee per quarterly claim which will be used to support OCDE's MAA administration.

Motion carried with the following vote:

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

**23.04 Approve Amendment to Non-Standard Agreement between Apple Inc. and the Coast Community College District for Apple Server Installation**

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Amendment between Apple Inc. and the Coast Community College District for Apple server installation, from August 3, 2011 through January 24, 2012. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** No cost to the College.

Motion carried with the following vote:

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

**23.05 Approve Non-Standard Agreement between Orange County Department of Education and the Coast Community College District for Representation of the Medi-Cal Administrative Activities Program with the State of California**

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Agreement between Orange County Department of Education and the Coast Community College District for representation of the Medi-Cal Administrative Activities Program with the State of California, from October 6, 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:** 4.5% of revenue generated will be paid to OCDE for their service to be paid from Medi-Cal revenue program funds that were generated by GWC participation in the program.

Motion carried with the following vote:

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

**23.06 Approve Proposed CCCD Standard Work Experience Contract (WEX) for Use by the Coast Community College District's One Stop Centers in Establishing Work Experience Placement Opportunities with Local Employers for One Stop Center Participants**

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to approve the proposed Standard Work Experience Contract as a Standard Agreement. It is further recommended that the Board designate the Vice Chancellor of Administrative Services as the person authorized to execute each standard WEX contract as it arises, so that timely fulfillment of the District's obligations under the WIA Master Agreement are met.

**Fiscal Review and Impact:** There is no impact to the general funds as the monies reimbursed to the employer will come from funds provided by the Orange County Social Services Agency (SSA) under the CalWORKs program through The Orange County Workforce Investment Board. The District would assume Workers' Compensation liability for each participant placed in work experience for the duration of the work experience assignment, subject to possible apportionment/subrogation by the District against the work site for their negligence.

Motion carried with the following vote:

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

**23.07 Approve Proposed CCCD Standard "On-The-Job Training Contract" (OJT) for Use by the Coast Community College District's One-Stop Centers in Establishing On-The-Job Opportunities with Local Employers for One-Stop Center Participants**

On a motion by Mr. Venegas and seconded by Dr. Prinsky, the Board voted to approve the proposed Standard On-The-Job Training Contract as a Standard Agreement. It is further recommended that the Board designate the Vice Chancellor of Administrative Services as the person authorized to execute each standard OJT contract as it arises, so that timely fulfillment of the District's obligations under the WIA Master Agreement are met.

**Fiscal Review and Impact:** There is no impact to the general fund as the monies reimbursed to the employer will come from funds provided by the Orange County Social Services Agency (SSA) under the CalWORKs program through The Orange County Workforce Investment Board.

Motion carried with the following vote:

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

**23.08 Approve Amendment to Non-Standard Agreement between Electronic Recyclers of America LLC and the Coast Community College District for Electronic Recycling Service**

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

the amendment to the Agreement between Electronic Recyclers of America LLC and the Coast Community College District for electronic recycling service, from October 1, 2011 through October 31, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** No cost to the college.

Motion carried with the following vote:

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

**23.09 Approve Agreement between Raubolt Consulting Services, Inc. and Coast Community College District to Provide Information Technology Benchmark Assessment**

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the agreement between Raubolt Consulting Services, Inc. and Coast Community College District. The Board President, or designee, is authorized to sign this agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** \$14,400 funded through Administrative Services.

Motion carried with the following vote:

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

**23.10 GWC - Approve Non-Standard Agreement between CommunityForce Inc., and the Coast Community College District for Automated Scholarship Software**

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Agreement between CommunityForce, Inc. and the Coast Community College District for automated scholarship software, from September 30, 2011 through September 29, 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:** \$4,850 to be paid from GWC Campus Technology Support funds.

Motion carried with the following vote:

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



## **24.00 General Items of Business**

### **24.01 OCC - General Items of Business - Transfer Center/Articulation Outcome and Maintenance Objectives for 2011-2012 Year**

On a motion by Dr. Prinsky and seconded by Mr. Venegas, the Board voted to approve the Transfer Center/Articulation Outcome and Maintenance Objectives for Orange Coast College for 2011-2012.

Motion carried with the following vote:

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

## **25.00 Resolutions**

### **25.01 Resolution #11-41 Authorizing Payment to Trustee Absent from Board Meeting**

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve payment to Student Trustee Venegas III who was absent from the Special Meetings of September 21, 2011, September 22, 2011 and September 27, 2011.

Motion carried with the following vote:

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

## **26.00 Approval of Minutes**

### **26.01 DIS - Approval of Minutes**

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted to approve the minutes of the Special Meeting of September 19, 2011, Special Meeting of September 21, 2011, Regular Meeting of September 21, 2011, Special Meeting of September 22, 2011 and the Special Meeting of September 27, 2011.

Motion carried with the following vote:

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

## **27.00 Close of Meeting**

### **27.01 Public Comment (Items Not on Agenda)**

There were no requests to address the Board.

### **27.02 Adjournment**

There being no further business, on a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the meeting was adjourned at 7:38 p.m.

Motion carried with the following vote:

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

---

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. Additionally, per Board Policy 2015, the Student Trustee does not participate in Closed Session meetings of the Board, therefore, votes reported from Closed Session will not include a reference to the Student Trustee.*

**APPENDIX**

	Page
A. Public Employment, Classified Staff.....	13-18

**Faculty Special Assignments**

It is recommended that authorization be given for the following special assignments grouped by operation cost center. Board approved, contractual special pay rates listed below by pay type as follows: LOV = Librarian Overload, OVR = Overload, MTM = Full Time Certificated Instructional Misc. Teaching Rate, MTA = Part Time Misc. Teaching Rate, IUM = Full Time Certificated Instructional Unit Assistant, IUH = Part Time Certificated Instructional Unit Assistant, EXM = Full Time Certificated Extra Pay, EXH = Part Time Certificated Extra Pay, UNT = Part Time Certificated Unit Regular, PDM = Full Time Certificated Per Diem, PDH = Part Time Certificated Per Diem, INT = Intersession, SMM = Full Time Certificated Summer, SMH = Part Time Certificated Summer, ACS = Academic Senate.

**COASTLINE COLLEGE**  
**CONTRACT EDUCATION**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Huynh, Minh	10/06/11	06/30/12	EXH	\$29.46

**COUNSELING NON INSTRUCTIONAL SUPPORT**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Yee, Lauren	10/06/11	12/18/11	EXH	\$29.46

**GOLDEN WEST COLLEGE**

**ASSESSMENT CENTER READER/EVALUATOR**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Alvarez, Veronica	08/04/11	08/25/11	EXH	\$29.46

Justification: Employee's name was left off list of Readers hired for the summer session

**FLORAL DESIGN CURRICULUM**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Call, Gail	10/06/11	03/31/12	EXM	\$43.55	\$5949.43

**AUTOMOTIVE COORDINATOR (Per Article XI CFE Agreement)**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Kramer, Bryan	08/27/11	12/18/11	EXM	\$43.55	\$6813.09

Justification: Assignment delayed because assignment had to be negotiated prior to Board approval

**PILOT COURSE FOR NEW REGISTERED NURSES**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Brownell, Beverly	09/01/11	09/30/11	EXM	\$43.55	\$871.10
Broyles, Zhenghong	09/01/11	09/30/11	EXM	\$43.55	\$871.10
Leggitt, Angeli	08/01/11	09/30/11	EXH	\$29.26	\$3919.92

Justification: Funding source identified late

**ORANGE COAST COLLEGE**

**OCC SYMPHONY CONCERT**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Hansen, Beth	11/01/11	11/12/11	EXH	\$29.46	\$2000.74

**DANCE CONCERT DIRECTOR**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Hunter, Emelie	10/01/11	10/30/11	EXM	\$43.55	\$500.88

**FACULTY DANCE CONCERT REHERSALS**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Nemeth, Angelika	10/06/11	10/31/11	EXH	\$29.46	\$751.38

**COLLEGE RECOMMENDATIONS/STANDARDS**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Peters, Jennifer	10/06/11	12/18/11	EXH	\$29.46

**EARLY CHILDHOOD LAB SCHOOL'S KINDERGARTEN PARENT INFORMATION NIGHT**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Reinemann, Christine	11/01/11	11/10/11	EXH	\$29.46	\$250.46

**FACULTY DANCE CONCERT CHOREOGRAPHY**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Fritzler, Amythyst	10/06/11	10/30/11	EXH	\$29.46	\$300.55
Jensen, Karen	10/06/11	10/30/11	EXH	\$29.46	\$300.55
Menaker, Shana	10/06/11	10/30/11	EXH	\$29.46	\$300.55
Parra, Jennifer	10/06/11	10/30/11	EXH	\$29.46	\$300.55

**PILATES SERIES GUEST LECTURER**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Stewart, Sue	10/06/11	10/31/11	EXH	\$29.46	\$150.27

**ASOCC LEADERSHIP CONFERENCE**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Clark, Gregory	10/14/11	10/15/11	EXM	\$43.55	\$3000.00

**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:

**GWC**

<u>Name</u>	<u>LHE</u>
Brownell, Beverly	2.50

Justification: Funding source identified late

Carter, Henrietta	0.50
-------------------	------

Justification: Absence of Division Coordinator delayed processing of assignments

Hausey, Collette	0.50
------------------	------

Justification: Absence of Division Coordinator delayed processing of assignments

**2. Substitute Faculty****Part Time Faculty Substitute**

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.

**Coastline College**

Crowley, Erin  
Sillings, Donald

**Golden West College**

Liu, Shin  
Wolzinger, Renah

**Orange Coast College**

Phan, Sang  
Ridnork, Rachel  
Schmidt, Valerie

**3. Full time Faculty**

None.

**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 enrollments demands.

**Coastline College**

<u>Name</u>	<u>LHE</u>
Capocciamia, John	3.750
Foreman, Jill	2.000
Osborne, Dwight	3.750

**Golden West College**

<u>Name</u>	<u>LHE</u>
Anderson, Matthew	0.420
Anthony, Richard	3.000
Artemova, Alina	1.250

Deluna, Daniel	4.500
Keen, Phillip	0.833
Orrill, Deborah	3.000
Roley, William	3.000
Schubert, Mark	7.540
Spiniello Duran, Paula	3.000
Stansbury, Charles	2.310
Tagalao, Faasamala	2.500

Orange Coast College

<u>Name</u>	<u>LHE</u>
Beasley, Stacey	2.810
Lindleaf, Kenneth	2.810
Plum, Caryn	7.000

The following GWC 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 **10/06/11 to 06/30/12**, not to exceed 786 hours:

Bryant, Craig  
Martinez, Mariana

**5. Educational Administrator**

None.

**6. Classified Management**

None.

**7. Classified Staff**

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

Promotions and Transfers

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Higgins, Minnie	GWC	Admin Assist to the VP	10/01/11	E-55-03	G-004-12

**8. Reclassification and Reorganization/Reassignment**

None.

**9. Classified Temporary Assignments**

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

Extension of End Dates for Out of Class Assignments

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Plcmt</u>
Aguillon, Jessica	OCC	Child Care Ctr Assist	Child Develop Spec	Extend from 10/31/11 to 01/31/12	E-41-05
Gomez, Angela	CCC	Mil Cont Ed Tech Intr	Mil cont Ed Prog Coord	Extend from 10/31/11 to 01/31/12	E-54-01
Hill, Nancy	DIST	Staff Asst	Exec Asst to VC HR	Extend from 10/31/11 to 01/31/12	J-58-05

**10. Hourly Staff**

It is recommended that authorization be given for the following hourly personnel appointments in the performance of noncertificated duties which directly support administrative, classified, or student services and special projects, or are fulfilling noncertificated substitute services for classified employees temporarily absent, no assignment to exceed 160 working days pursuant to provisions of AB500 and the Agreement between the Coast Community College District and the Coast Federation of Classified Employees. (Please note: Budget numbers 110+ are General Fund, 12+ are Categorical or Grant Funds and 8+ indicates Ancillary Funds.)

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

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Castorena, Eunice	OCC	10/06/11	06/30/12	812035-281201	M,T,W,TH,F
Estrada, Ignazio	CCC	10/06/11	06/30/12	124007-856101	M,T,W,TH,F
Goode, Kathleen*	OCC	10/01/11	10/02/11	812010-266851	S,SU
Ly, Christine	CCC	10/06/11	06/30/12	124007-856101	M,T,W,TH,F
	CCC	10/06/11	06/30/12	124002-856201	M,T,W,TH,F
Oppenheim, Marcia**	GWC	07/01/11	06/30/12	813010-389803	M,T,W,TH,F

\*Justification: Due to expected increase in numbers at Children's Book Festival

\*\*Justification: Overlooked on yearly renewal list

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Bui, Stephanie	OCC	10/06/11	06/30/12	812001-201592	M,T,W,TH,F
	OCC	10/06/11	06/30/12	110001-201591	M,T,W,TH,F
	OCC	10/06/11	06/30/12	120176-251045	M,T,W,TH,F
Clark, Wendy*	OCC	09/22/11	06/30/12	110001-200701	M,W,F
Cooper-Encinas, Evan	OCC	10/06/11	06/30/12	812001-201592	M,T,W,TH,F
	OCC	10/06/11	06/30/12	110001-201591	M,T,W,TH,F
	OCC	10/06/11	06/30/12	120176-251045	M,T,W,TH,F
Dang, Mai	CCC	10/09/11	06/30/12	110001-847406	M,T,W,TH,F
Heuer, Timothy**	OCC	09/22/11	06/30/12	110001-200701	M,W,F
Jenkins, Angelina***	OCC	09/23/11	12/15/12	110001-210100	M,T,W,TH,F
Murillo, Vanessa	OCC	10/06/11	06/30/12	812001-201592	M,T,W,TH,F
	OCC	10/06/11	06/30/12	110001-201591	M,T,W,TH,F
	OCC	10/06/11	06/30/12	120176-251045	M,T,W,TH,F
Pham, Anthony	CCC	10/06/11	06/30/12	124029-856041	M,T,W,TH,F
Tsai, Hung	OCC	10/06/11	06/30/12	812001-201592	M,T,W,TH,F
	OCC	10/06/11	06/30/12	110001-201591	M,T,W,TH,F
	OCC	10/06/11	06/30/12	120176-251045	M,T,W,TH,F

\*Justification: Paperwork submitted late to Personnel Office

\*\*Justification: New Hire paperwork completed after deadline

\*\*\*Justification: Department forgot to add assignment

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Morrill, Monica*	OCC	09/19/11	06/30/12	110001-212100	M,T,W,TH,F

\*Justification: To provide adequate coverage for PE women's locker room

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Do, Luu	CCC	10/06/11	06/30/12	124044-859301	M,W,F
Lapier, Devon	GWC	10/06/11	01/31/12	813001-317102	M,T,W,TH,F
Vandal, Christine*	GWC	09/21/11	06/30/12	127002-361404	M,T,W,TH,F

\*Justification: Registered nurse to maintain health and safety

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Bui, Kimberly	CCC	EXTEND	11/06/11	110001-849510	M,T,W,TH,F
Dang, Mai	OCC	09/21/11	12/07/11	110001-280003	M,T,W,TH,F
Schaefer, Melissa	OCC	09/22/11	12/30/11	124044-259300	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

Araiza, Heidi  
Estrada, Angelica  
Garcia, Lourdes  
Garcia, Mary  
Garcia, Melissa  
Kraemer, Emily  
Lopez, Violeta  
Martin, Jessica  
Ong, Tammy  
Rodriguez, Linda

### **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

Alvares, Lorena  
Carrasco, Marriah  
Dang, Phuong  
Du, Elsa  
Hajj, Robert  
Hernandez, Antonia  
Hoang, Ranier  
Luu, Quoc  
Martin, Marissa  
Martinez, Robert  
Morton, Jane  
Pham, Tri  
Philo, Daniel  
Pierre, Michael  
Powell, Jacqueline  
Spitzer, Christina

#### Orange Coast College

Alford, Erika  
Arroyo, Brenda  
Bancroft, Mitchell  
Barajas, Destiny  
Baumgardner, Jacob  
Clarke, Jason  
Culanag, Endureth  
Delloiacono, Karin  
Divine, James  
Fu, Haijun  
Ho, Hang  
Holder, Crystal  
Horney, Dustin  
Kang, Ryan



Kawakami, Koki  
King, Lindsay  
Lally, Courteney  
Lawson, Sherie  
Le, Johnathan  
Maddox, Katherine  
Marquez-Velazquez, Jorge  
Meade, Kevin  
Nguyen, Binh  
Nguyen, Vinh  
Quan, Victor  
Ramos, Bianca  
Ross, Maxwell  
Soerachmat, Priscilla  
Tran, Chau  
Tran, Michael  
Tran, Minh  
Upton, Valrii  
Valencia, Alejandro  
Valencia, Sthefany  
Vo, Khoi  
Weber, Winston  
Williams, Kevin  
Zelaya, Karla

**COAST COMMUNITY COLLEGE DISTRICT  
ACTING EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

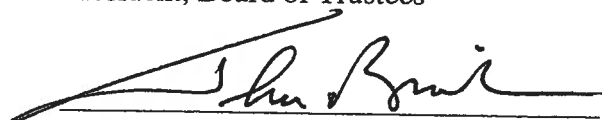
1. **Parties.** The Coast Community College District ("District") and John Breihan ("Administrator") hereby enter into this Acting Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** The District hereby employs Administrator as Acting Vice President, Student Services at Orange Coast College.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform the duties, and accepts the responsibilities, of the position which may be delegated or assigned to Administrator by the President of Orange Coast College, the Chancellor, or the Board of Trustees.
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing on October 24, 2011 and ending on January 13, 2012. This Agreement is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*.
6. **Salary.** Administrator shall be paid a salary of \$611.846 per duty day worked.
7. **Expenses.** District shall reimburse Administrator for expenses incurred while performing official duties, pursuant to law and District policy.
8. **Termination of Agreement.** The Agreement may be terminated by either Party without cause by providing the other Party with 30 days written notice.
9. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
10. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

\_\_\_\_\_  
Jerry Patterson  
President, Board of Trustees

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Breihan

10-10-2011

\_\_\_\_\_  
John Breihan  
Administrator

\_\_\_\_\_  
Date

## APPLICATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on OCTOBER 20, 2011, between PrestoSports ("Licensor"), with its principal place of business located at 451 Hungerford Drive, Suite 608, Rockville, MD 20850, and Coast Community College District ("Licensee"), with its principal place of business located at 1370 Adams Avenue, Costa Mesa, California, 92626, and shall be effective as of OCTOBER 20, 2011 (the "Effective Date").

### RECITALS

WHEREAS, Licensor is engaged in the business of providing access to Software and Licensor's Application Server;

WHEREAS, Licensee desires to retain Licensor to perform the services provided for in this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

#### 1. Grant of License

Subject to the terms and conditions herein, Licensor hereby grants Licensee a nonexclusive license to (i) access and execute PrestoSports (the "Software") on Licensor's hardware and software used to provide the Software (the "Application Server") over the Internet, and (ii) transmit data related to Licensee's use of the Software over the Internet.

#### 2. Use and Access

- a. Subject to the restrictions on use as set forth herein, Licensee will have access to the Software and Application Server for the purpose of using the Software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by Licensor. Such use and access will be continuous on a 24/7 basis except for interruptions by reason of maintenance or downtime beyond Licensor's reasonable control.
- b. Licensee will use the Software only for its internal business operations and will not permit the Software to be used by or for the benefit of anyone other than Licensee. Licensee will not have the right to re-license or sell rights to access and/or use the Software or to transfer or assign rights to access or use the Software, except as expressly provided herein. Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software. Licensee agrees to use the Software in a manner that complies with all applicable laws, including copyright and other intellectual property laws. Licensor expressly reserves all rights not expressly granted to Licensee herein.
- c. Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users, (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the Software through a single identification or password code being made available to multiple users on a network.
- d. See Exhibit A for information on storage and bandwidth limitations.

Licensee's Initials: \_\_\_\_\_

**3. Price and Payment**

- a. Licensee will pay Licensor the fees for the license of the Software and access to Licensor's Application Server as set forth in Exhibit A.
- b. The fees for the license of the Software do not include taxes. If Licensor is required to pay or collect any federal, province, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Licensor's net income, then such taxes and/or duties will be billed to and paid by Licensee immediately upon receipt of Licensor's invoice and supporting documentation for the taxes or duties charged.

**4. Technical Support**

Technical support is described in detail on the attached Exhibit B (Service Level Agreement).

**5. Term and Termination**

- a. The initial term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year.
- b. Agreement may be renewed for two additional one (1) year periods.
- c. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.
- d. Either party may terminate this Agreement (i) immediately upon written notice to the other party if either party shall become bankrupt or insolvent as evidenced by applicable governmental filings; or (ii) upon mutual written agreement of the parties.

**6. Ownership of Intellectual Property**

Title to any proprietary rights in the Software and Licensor's website will remain in and be the sole and exclusive property of Licensor. Licensee will be the owner of all content created and posted by Licensee.

**7. Confidentiality**

- a. Both parties acknowledge that in the course of performing under this Agreement and providing or receiving information pertaining to this Agreement each party may learn or receive certain confidential and proprietary information relating to the other party's business and other operations, policies, procedures, financial information, computer systems and materials memorializing such information ("Confidential Information"). Licensee specifically acknowledges that the Software and other data on Licensor's Application Server embodies logic, design and coding methodology that constitute Licensor Confidential Information. Licensor specifically acknowledges that all data pertaining to Licensee disclosed to Licensor in connection with the performance of this

Agreement and residing on Licensor's Application Server constitutes Licensee Confidential Information. During the period this Agreement is in effect and at all times after its termination, each party and its employees and agents shall maintain the confidentiality of the other party's information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Each party shall retain sole ownership of its own Confidential Information.

- b. This obligation does not apply to information that: (i) is or becomes, through no act or failure to act on the part of the disclosing party, generally known or available; (ii) is already known by the receiving party at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the disclosing party. In addition, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

**8. Warranty and Disclaimer**

Licensor warrants that the Software is developed and will perform in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within thirty (30) days of Licensee's discovery of the defect. Licensor's exclusive remedy for the breach of the above warranty will be for Licensor to provide access to replacement Software within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

**9. Limitation of Liability, Indemnification**

Except if damages are due to the negligence or other wrongdoing of party, neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to this Agreement, performance hereunder or the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Each party will indemnify and hold harmless the other party against any claims incurred by such party arising out of or in conjunction with a breach of this Agreement by the indemnifying party, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Except if damages are due to the negligence or other wrongdoing of party, each party's total liability arising as a result of or related to this Agreement, performance hereunder or the use of the Software, regardless of cause or theory of recovery,

shall not exceed the total amount of fees paid by Licensee to Licensor during the twelve-month period immediately preceding the occurrence, act or omission giving rise to the claim.

**10. Relation of Parties**

Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

**11. Non-assignment**

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld; provided, however, that Licensor may assign this Agreement as part of a transfer of substantially all of its business and assets related to performance of this Agreement. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

**12. Arbitration; Governing Law**

The parties shall settle any controversy arising out of this Agreement by arbitration in Orange County, California, in accordance with the rules of the American Arbitration Association. A single arbitrator shall be agreed upon by the parties or, if the parties cannot agree upon an arbitrator within thirty (30) days, then the parties agree that a single arbitrator shall be appointed by the American Arbitration Association. The arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

The parties agree that this Agreement and any dispute hereunder will be governed by and construed and interpreted in accordance with the laws of the State of California, excluding any choice-of-law principles that would permit application of the laws of a jurisdiction other than such state. The courts of California will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement.

**13. Severability**

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

**14. Waiver and Modification**

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of both parties hereto.

**15. Web Hosting Acceptable Use Policy**

Web hosting and acceptable use policy is described in detail on the attached Exhibit C (Web Hosting Acceptable Use Policy).

**16. Survival**

The provisions of this Agreement which by their explicit terms or their manifest intent are to survive, including without limitation those which relate to confidentiality, indemnification and limitation of liability, shall survive expiration or termination of this Agreement.

**17. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider: PrestoSports

Client: Coast Community College District

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Print Name:

Title:

Title:

Date:

Date:



**EXHIBIT A: SERVICES AGREEMENT**

**PREAMBLE**

This Services Agreement accompanies an Application Services Agreement (the "Agreement") that has been executed by the parties. All statements contained in this Services Agreement are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Services Agreement.

**1. Project Background**

Licensor will redesign and host the athletic website of Golden West College for one (1) year (with possibility of two additional one (1) year periods) using the PrestoSports software. The PrestoSports software is a content management system tailored for the needs of athletic organizations. It will allow athletic staff to manage an athletic website using a simple administrative website.

**2. Scope**

Schedule	Description
Phase I Planning (Two weeks)	<ul style="list-style-type: none"> <li>• Introduction to PrestoSports admin system (Licensor)</li> <li>• Schedule design call date and time (Licensor and Licensee)</li> <li>• Conduct design call (Licensor and Licensee)</li> <li>• Review and approve design notes (Licensee)</li> <li>• Upload necessary images (Licensee)</li> <li>• DNS (Licensor and Licensee)</li> </ul>
Phase II Artistic Design (Two weeks)	<ul style="list-style-type: none"> <li>• Default and training sites shared (Licensor)</li> <li>• Review of design revisions (three (3) - rounds) and approval (Licensee)</li> <li>• For each rendition share with client new design (Licensor)</li> <li>• Training (Licensor and Licensee) - training sessions are unlimited; will occur upon request by Licensee</li> <li>• Data migration (Majority to be handled by Licensor with input from Licensee)</li> </ul>
Phase III - Website Breakdown (Two weeks)	<ul style="list-style-type: none"> <li>• Continued data migration and training (see above)</li> <li>• Page set up for non-sport pages (Licensor)</li> <li>• Site breakdown and implementation of features (Licensor)</li> </ul>
Phase IV - Review and QC (Two weeks)	<ul style="list-style-type: none"> <li>• Continued data migration and training (see above)</li> <li>• Register URL to search engines (Licensor)</li> <li>• Implement any unique features (Licensor)</li> <li>• QC on site (Licensor)</li> </ul>

NOTE: Timeframes noted above are estimates

451 Hungerford Drive, Suite 608, Rockville, Maryland 20850  
Phone: 301-789-1807 Email: info@prestosports.com

Licensee's Initials: \_\_\_\_\_

**3. Project Deliverables**

- a. Site setup.
- b. Website graphic design, including two rounds of proofs. Any additional proofs requested will incur an additional cost of \$1,000 per round.
- c. Hosting of athletic website with up to 5 GB of space.
- d. Three (3) user accounts to manage the athletics website.

**4. Costs**

**Year 1 FEBRUARY 1, 2012-JANUARY 31, 2013**

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and upgrades to platform upon availability	\$4,000.00
<b>TOTAL</b>	<b>\$4,000.00</b>

**Renewal Year 2 FEBRUARY 1, 2013-JANUARY 31, 2014**

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and upgrades to platform upon availability	\$4,000.00
<b>TOTAL</b>	<b>\$4,000.00</b>

**Renewal Year 3 FEBRUARY 1, 2014-JANUARY 31, 2015**

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and upgrades to platform upon availability	\$4,000.00
<b>TOTAL</b>	<b>\$4,000.00</b>

**5. Overages**

Licensee is allocated five (5) GB of space on the Application Server for storage of data necessary for use of the Software. In addition, licensee is provided bandwidth transfer capacity of fifty (50) GB/month. The cost for exceeding the storage allocation is \$50.00 per year per one (1) GB of space. The cost for exceeding the bandwidth transfer capacity is \$1.00 per GB of overage per month. If Licensee exceeds its storage or bandwidth limit, Licensor must notify Licensee by mail and email that it has exceeded the allowed storage or bandwidth limit.

451 Hungerford Drive, Suite 608, Rockville, Maryland 20850  
Phone: 301-789-1807 Email: info@prestosports.com

Licensee's Initials: \_\_\_\_\_

Licensee will have 30 days from the date of the notice to address their data size or bandwidth usage before incurring any overage costs.

Additionally, Licensee is granted ten (10) GB of storage space on the new media server for storage of video and podcast files (.flv or .mp3). In addition, Licensee is provided with a monthly transfer of two hundred and fifty (250) GB/month specifically for video playback and podcasting.

**6. Invoices**

All invoices for the total contract year value will be sent on FEBRUARY 1 of the contract year.

**7. Payment**

Payment is due thirty (30) days after date of invoice. Licensee may not withhold any amounts due hereunder and Licensor reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and a half (1.5) percent per month or fraction thereof until paid.

**EXHIBIT B: SERVICE LEVEL AGREEMENT**

This Service Level Agreement ("Agreement") sets forth the details regarding the level of service and technical support that apply when Licensee's account is in good financial standing.

**1. Downtime**

- a. For purposes of this Agreement, a Unit of Downtime is one period of at least one (1) hour during which access to Licensee's website is unavailable because of problems with hardware or system software. Downtime does not include (i) problems caused by factors outside of Licensor's reasonable control, (ii) problems resulting from any actions or inactions by Licensee or any third party, (iii) problems resulting from Licensee's equipment and/or third party equipment not within Licensor sole control, or (iv) network unavailability during scheduled maintenance of Licensor network and/or web servers.
- b. In any calendar month, Licensor guarantees that Downtime will not exceed four (4) Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed during the hours of 2am & 8 am EST. Licensor works to ensure the functioning of all web servers through continuous monitoring by Licensor's staff.
- c. If Downtime exceeds four (4) Units of Downtime in any calendar month, Licensor will, upon Licensee's written request, credit Licensee's account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) day of service, for each instance of Downtime as that term is defined herein.
- d. To receive Downtime Credit, Licensee must request such credit by sending an email to support@prestosports.com within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in Licensee's final month of service. In such case, a refund for the dollar value of the Downtime Credit will be mailed to Licensee within thirty (30) days of the expiration of Licensee's service agreement.

**2. Technical Support**

A member of Licensor's technical support help desk staff will be available to assist Licensee with problems and questions regarding the hosting services. Licensor will supply telephone and/or email support to Licensee regarding the hosting services 8 am & 5 pm ET. Additional on-call support is given to Licensee during non-business hours, nights, weekends and all holidays.

Licensee may contact Licensor's technical support help desk via email at support@prestosports.com, or by telephone at 301.656.5504. Licensor may, from time to time, develop additional methods for Licensee to contact the help desk, and will make information regarding such methods available at Licensor's website.

**EXHIBIT C: WEB HOSTING ACCEPTABLE USE POLICY**

This Acceptable Use Policy sets forth guidelines relating to the types of content that Licensee may upload to the website under Licensee's agreement with Licensor for web hosting services (the "Services"). Licensor may remove any materials that, in its sole discretion, may be illegal, may subject it to liability, or which may violate this Acceptable Use Policy. Licensor will cooperate with legal authorities in the investigation of any suspected or alleged crime or civil wrong arising from any use of the Services. Licensee's violation of this Acceptable Use Policy may result in the suspension or termination of either Licensee's access to the Services and/or Licensee's account or other actions as detailed in the Application Service Agreement.

**1. Acceptable Use**

The following constitute violations of this Acceptable Use Policy:

- a. Using the Services to transmit or post any material that contains or contains links to nudity, pornography, adult content, sexual content, or extreme violence.
- b. Using the Services to transmit or post any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- c. Using the Services to harm, or attempt to harm, minors in any way.
- d. Using the Services to transmit or post any material that harasses, threatens or encourages bodily harm or destruction of property.
- e. Using the Services to make fraudulent misrepresentations or offers including but not limited to offers relating to "pyramid schemes" and "Ponzi schemes."
- f. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Licensor or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- g. Using the Services to transmit or post any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying and/or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, music, video or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- h. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- i. Reselling the Services without the prior written authorization of Licensor.

- j. Using the Services to send (unsolicited commercial email) spam.
- k. Using the Services for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes but is not limited to "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

**2. Reporting of Violations of This Acceptable Use Policy**

Licensor requests that anyone who believes that there has been a violation of this Acceptable Use Policy to immediately send an email detailing such violation to support@prestosports.com.

**3. Revisions to This Acceptable Use Policy**

Licensor may revise, amend or modify this Acceptable Use Policy at any time and in any manner.

**October 19, 2011 Board**

**Report to the Board of Trustees on the Districts ten year capital improvement needs**

**1. Background**

In the spring of 2011, the Vision 2020 Facilities Master Plan was completed. This plan provides a framework for future development needs and reflects the physical plant needs for operations and instructional service delivery at the District's three colleges and administrative headquarters. The plan is driven by the Vision 2020 Educational Master Plan and was adopted by the Board of Trustees.

Since that time staff has further analyzed the District's capital needs and has developed a comprehensive ten year Capital Improvement Plan (CIP) reflecting long term technology and facilities maintenance/system replacement needs along with the physical plant needs identified in the Vision 2020 Plan.

On September 27, 2011, the Land Development Committee met to receive a presentation of this CIP and preliminary information concerning a local general obligation bond measure as a primary means of plan implementation.

Earlier today the Board received a presentation summarizing the data shared with the Land Development Committee last month.

**2. Goal/Purpose**

To outline the districts ten year capital needs and a strategy to implement that plan and determine whether the Board wishes to direct staff to investigate the feasibility of a local general obligation bond measure.

**3. Comments**

Accompanying this Board Agenda item will be a brief presentation generally summarizing the information presented to the Land Development Committee including preliminary bond sizing, and election timing.

The Vision 2020 Master Plan and presentation materials given to the Land Development Committee are available at the following URL:

- <http://vision2020cccd.files.wordpress.com/2011/01/vision-2020-facilities-master-plan.pdf>
- <http://www.cccd.edu/board/LandDevMeetings.aspx>

**4. Recommendation Statement**

- A companion agenda item will appear in the regular board meeting agenda with a recommendation statement.

**5. Fiscal Review & Impact**

This agenda item is for informational purposes only.