

---

# AGENDA

---

**Coast Community College District  
Regular Meeting of the Board of Trustees  
Date: Wednesday, November 16, 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  
Acting Director of Accessibility Center for Education  
Interim Director, Career Services

Reappointments:

Coordinator, Criminal Justice Training Center  
Dean

Assoc Dean/Director Student Health Center  
Vice President, Student Services  
Dean Military, Corporate & Community Programs  
Director  
Admin Director, Workforce Economic Development

6. Classified Management  
Director of Financial Aid
7. Classified Staff/Confidential Staff  
Executive Assistant to the Vice Chancellor, HR  
Accounting Assistant III  
Division/Area Office Coordinator  
Admissions & Records Tech 1  
Bookstore Operations Assistant
8. Reclassification and Reorganization/Reassignment  
Senior Director, College Information Technology  
Senior Director, Facilities, Planning and Construction  
Textbook Acquisitions Clerk
9. Classified Temporary Assignments  
Special Assignment  
Education & Grant Service Coordinator  
Military Contract Edu Tech III  
Public Information Specialist  
Military Contract Ed Staff Aide
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

**1.04.02 Public Employment (Pursuant to Government Code 54957 (b)(1))**

1. Acting Vice Chancellor of Human Resources
2. Responsible District Officer

**1.04.03 Conference with Labor Negotiator**  
(Pursuant to Government Code 54957 (b)(1))

Agency Negotiator: Dr. Andrew Jones, Chancellor

Unrepresented Employee: Acting Vice Chancellor of Human Resources

**1.04.04 Conference with Labor Negotiator**  
(Pursuant to Government Code 54957 (b)(1))

Agency Negotiator: Dr. Andrew Jones, Chancellor

Unrepresented Employee: College Vice Presidents

**1.04.05 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  
Public Employment Relations Board Case No. 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

**1.04.06 Conference with Legal Counsel: Anticipated Litigation**

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

Significant Exposure to Litigation: Two cases, Construction Delays at Golden  
West College and Orange Coast College

**1.04.07 Conference with Legal Counsel: Anticipated Litigation**

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

Potential Initiation of Litigation: Two cases, Construction Delays at Golden West  
College and Orange Coast College

**1.04.08 Public Employee Performance Evaluation**

(Pursuant to Government Code Section 54957)

Positions: Vice President, Dean, and Director

**1.04.09 Public Employee Discipline/Dismissal/Release**

(Pursuant to Government Code Section 54957)

**1.04.10 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 Jerry Patterson**

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

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

*At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Persons wishing to make comments are allowed five minutes per item. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board prior to speaking. The Board requests that the public speak on matters which are on this agenda at the time that the item is considered by the Board. Public Comment regarding matters not on the Agenda will be taken at a later point in the Agenda. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.*

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

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

**1.09.01 Acceptance of Retirements**

**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 Annual Report, Coast Community College District, Classified Professional Development Program**

**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**



- 3.05 Opportunity for Review of Proposed Board Policy 2748 Purchase of Goods and Services**
- 3.06 Full-Time Faculty Hiring Plan**
- 3.07 Opportunity for the Board of Trustees to Review Proposed Revisions to BP Auxiliary Organizations**

#### **CONSENT CALENDAR**

- 4.00 Travel**
  - 4.01 DIS - Authorization for Administratively Approved Travel**
  - 4.02 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**
  - 6.03 CCC - Student Trips**
- 7.00 Authorization for Special Projects**
  - 7.01 GWC - Special Projects**
  - 7.02 OCC - Special Projects**
  - 7.03 CCC - Special Projects**
- 8.00 Authorization to Apply for Funded Programs**
  - 8.01 DIS - Authorization to Apply for Funded Programs**
- 9.00 Authorization for Disposal of Surplus**
  - 9.01 Disposal of Surplus**
- 10.00 Authorization to Enter Into Standard Telecourse Agreements**
  - 10.01 CCC - Authorization to Enter Into Standard Telecourse Agreements**
- 11.00 Approval of Clinical Contracts**
  - 11.01 GWC - Clinical Contracts**
  - 11.02 OCC - Clinical Contracts**

**12.00 Approval of Standard Agreements**

**12.01 GWC - Institutional Memberships**

**13.00 Authorization for Off-Campus Assignments**

**13.01 DIS - Off-Campus Assignments**

**14.00 Authorization for Sailing Program**

**14.01 OCC - Sailing Program**

**15.00 Personnel Items**

**15.01 DIS - Personnel Items**

- a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations**
- b. Authorization for Leaves of Absence**
- c. Authorization for Schedule Changes, Classified Staff**
- d. Authorization for Changes in Salary Schedules**
- e. Authorization for Professional Experts**
- f. Authorization for Monthly Travel Allowances**
- g. Approval of Classified and Confidential Staff Longevity Payments**

**16.00 Authorization for Independent Contractors**

**16.01 GWC - Independent Contractors**

**16.02 OCC - Independent Contractors**

**16.03 CCC - Independent Contractors**

**16.04 DIS - Independent Contractors**

**17.00 Approval of Purchase Orders**

**17.01 DIS - Purchase Orders**

**18.00 Ratification/ Approval of Checks**

**18.01 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 OCC - Approve Non-Standard Agreement between Smarthinking, Inc., and Coast Community College District**

- 20.02 DIS - Approve Second Amendment to the Lease Agreement between SoCal/KOCE-TV Foundation and Coast Community College District
- 20.03 DIS - Approval of Agreement with the Coast Community College District Enterprise, Inc., and the Coast Community College District Foundation
- 20.04 DIS - Approval of Agreement between the Coast Community College District Foundation (Foundation) and the Coast Community College District (CCCD) to Reaffirm its Recognition of the Foundation as an Auxiliary Organization Within the Meaning of Section 7267(e) of the Education Code
- 20.05 DIS - Approval of Interim Educational Administrator Employment Agreement, Interim Director, Career Services, Orange Coast College
- 20.06 DIS - Approval of Employment Agreement for Mary Laihee, Acting Director, Accessibility Center for Education (ACE), Golden West College
- 20.07 DIS - Approval of Amendments to Employment Agreements for Presidents and Vice Chancellors
- 21.00 Buildings and Grounds Approvals
  - 21.01 DIS - Approve Change Order No. 2; Golden West College Learning Resource Center New Construction Phase II; Bid No. 1954
  - 21.02 DIS - Approve Change Order No. 1; Coastline Community College Newport Beach Learning Center, Phase II Rebid; Bid No. 1994
  - 21.03 DIS - Approve Addendum No. 1; for UCMI, Inc. for Inspection Services; Orange Coast College Baseball Entry/Athletic Field Support Complex
  - 21.04 DIS - Authorization to File Notice of Completion and Release Retention Funds
  - 21.05 DIS - Approve Change Order No. 1; Orange Coast College Baseball Entry/Athletic Field Support Complex; Bid No. 1996
  - 21.06 DIS - Approve Change Order No. 1; Coastline Community College Newport Beach Learning Center, Phase II Rebid; Bid No. 1992
  - 21.07 DIS - Authorization for Approval of Addendum No. 1 to CW Driver Construction Management Agreement; Coastline College Newport Beach Learning Resource Center
  - 21.08 DIS - Approve Addendum No. 1; for UCMI, Inc., for Inspection Services for Coastline College Newport Beach Learning Center
- 22.00 General Items of Business
  - 22.01 CCC - Authorization to Approve Transfer Center/Articulation Plan 2011-2012 for Coastline Community College
  - 22.02 DIS - Approve Revisions to Bylaws of the Coast Community College District Enterprise, Inc.

**22.03 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreement for Contractor Services**

**22.04 DIS - Ratification of Tentative Agreements and Ratification of a Two-Year Successor Collective Bargaining Agreement, for 2010-2012, between the Coast Federation of Classified Employees (CFCE) and the Coast Community College District**

**23.00 Resolutions**

**23.01 DIS - Resolution #11-44 in Support of the Senate Constitutional Amendment (SCA) 5**

**24.00 Approval of Minutes**

**24.01 DIS - Approval of Minutes**

**25.00 Close of Meeting**

**25.01 Public Comment (Items not on Agenda)**

**25.02 Adjournment**

**PRELIMINARY MATTERS**  
(White Pages)

**Wednesday, November 16, 2011  
Regular Meeting**

**1. Preliminary Matters**

---

**Subject**            **1.01 - 1.08 Preliminary Matters**  
**Meeting**            Nov 16, 2011 - Regular Meeting  
**Category**           1. Preliminary Matters  
**Access**             Public  
**Type**                Preliminary Matters

**1.01 Call to Order**

**1.02 Roll Call**

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

**1.04 Recess to Closed Session**

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

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

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

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

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

**1.09.01 Acceptance of Retirements**

It is recommended that the retirements for the following employees with 10 years or more of service to the District be accepted:

**Faculty**

McGrath, Marie M., GWC, Instructor English, retirement effective 12/19/11.

**Classified**

Lubanski, Donna R., CCC, Administrative Assistant to the Vice President, retirement effective 12/31/11.  
Orsini, Susanne M., GWC, Secretary Senior, retirement effective 12/31/11.

**Marie McGrath**

Whereas, Marie McGrath, Instructor, English, is retiring from Golden West College effective December 19, 2011; and

Whereas, Marie McGrath was born and raised in Manchester, England. Shortly after graduating from high school, Marie McGrath moved alone to a Greek island to teach English as a foreign language to children. After eighteen months, Marie McGrath moved to Athens where she completed her Bachelor's Degree in English Literature at an American college, Deree; and

Whereas, after immigrating to the United States, Marie McGrath moved to Southern California and completed her Master's Degree in Comparative Literature at the University of California, Irvine where she began her college-level teaching career. In 1983 Marie McGrath began teaching part-time at Orange Coast and Coastline Colleges, and was hired to teach at Golden West College in 1989; and

Whereas, during her time at Golden West, Marie McGrath served on various committees, including IPD and CCI. Marie McGrath initiated and chaired the first committee to prepare resource guides for all three composition classes, and also coordinated the Writing Center and oversaw the purchase and installation of the first bank of computers acquired by the Writing Center. Currently Marie McGrath serves on the Strategies for Student Success, Matriculation and Student Equity committees; and

Whereas, in addition, Marie McGrath has devoted considerable time and energy to coordinating English assessment procedures for the department and has served as English department chair. Marie McGrath regularly travels throughout the world during sabbaticals and summer vacations, and plans to move to the Seattle, Washington area upon retirement.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Marie McGrath on this day, the sixteenth day in November in the year 2011.

#### **Donna Lubanski**

Whereas, Donna Lubanski, Administrative Assistant to the Vice President, is retiring from the Coastline Community College effective December 31, 2011; and

Whereas, Donna Lubanski began her career on June 5, 1986 as a Personnel Technician at Orange Coast College and was subsequently promoted in the instruction wing as an Area Office Coordinator. Donna Lubanski was missed by her supervisors and colleagues when after ten years at Orange Coast College she was promoted to Staff Aide at Golden West College in Student Services; and

Whereas, in August 2002 Donna Lubanski accepted a promotion at Coastline Community College as Staff Assistant to the Vice President of Student Services where she later transitioned to be the Administrative Assistant to the Vice President of Instruction; and

Whereas, Donna Lubanski noted that she has always taken pride in getting the job done in a manner that reflects well on her supervisor; and

Whereas, Donna Lubanski wishes to thank her colleagues for a fulfilling career and all the wonderful learning opportunities the district has afforded her over the years.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Donna Lubanski on this day, the sixteenth day in November in the year 2011.

**Susanne Orsini**

Whereas, Susanne Orsini, Secretary, Senior, is retiring from Golden West College effective December 31, 2011; and

Whereas, Susanne Orsini has worked at the Golden West College Foundation since 2001. Having worked at the Boys and Girls Club of Long Beach in fund development, she came to the Foundation with many new and innovative ideas. In her first year, largely because of Susanne Orsini's support, the Golden West College Gala's net profit was up seventy-seven percent; and

Whereas, Susanne Orsini enjoys people. Whether it is a student, staff, donor or community volunteer she is consistently professional, helpful and friendly. With Susanne Orsini retiring, Golden West College is losing an excellent employee and a good friend; and

Whereas, her friends and colleagues feel it has been a privilege to work with Susanne Orsini for the past ten years, and her professionalism, enthusiasm and positive attitude will be truly missed. She is wished a wonderful retirement!

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Susanne Orsini on this day, the sixteenth day in November in the year 2011.



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

## **2. Informative Reports**

---

<b>Subject</b>	<b>2.01 - 2.07 Informative Reports</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	2. Informative Reports
Access	Public
Type	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

Accreditation Committee Meeting, November 14, 2011 at 3:30 p.m., Board of Trustees' Conference Room

Land Development Committee Meeting, November 29, 2011 at 10:00 a.m., Board of Trustees' Conference Room

Legislative Affairs Committee Meeting, November 29, 2011 at 1:30 p.m., Board of Trustees' Office

Audit and Budget Committee Meeting, November 30, 2011 at 3:30 p.m., Board of Trustees' Conference Room

Career Technical Education Committee Meeting, December 8, 2011 at 9:00 a.m. Board of Trustees' Conference Room

**2.08 Annual Report, Coast Community College District, Classified Professional Development Program**

File Attachments

[Prof Dev.pdf \(573 KB\)](#)

Annual Report  
Coast Community College District  
Classified Professional Development Program  
Fiscal Year 07/01/10 - 06/30/11

**Summary of Activities:**

Professional Development is defined as learning activity leading toward an opportunity for advancement as a District Classified Employee. It is not personal enrichment, training for advancement outside the classified unit and is not to be used for current job enhancement or for departmental expenses.

For the fiscal year ending 6/30/11 the Classified Professional Development Program has approved fifty-nine (59) applications for the following programs.

**Option I: Expense Reimbursement Program**

This option reimburses expenses for tuition, books, and fees incurred when taking classes at an accredited institution. Forty-six (46) applications were approved for this option have received reimbursements.

Upon completion of the class(es), the applicant must demonstrate a final grade of "C" or better to qualify for reimbursement. Original receipts must be submitted with application, along with any other receipts for allowable fees.

The total annual eligibility per applicant is not to exceed \$3,250 for each fiscal year.

**Option II: Salary Differential Program**

This option provides a salary differential based on the receipts of a certificate or degree. Employees are not reimbursed for their academic expenses but are rewarded by receiving a salary increase by the percentages outlined below. Employees are paid by the number of units for each degree or professional certificate. The applicant must demonstrate that certification is equivalent to the rigor of the Credit Class-Based Certificates. Differentials are cumulative, but restricted to one in each listed category.

Certificate I (18-24 units) - 1.00% of employee salary  
Certificate II (25 + units) - 1.50% of employee salary  
AA Degree or AS Degree - 2.50% of employee's salary  
BA Degree or BS Degree - 2.50% of employee's salary  
MA Degree or MS Degree - 2.50% of employee's salary  
Ph.D. or EdD - 2.50% of employee's salary

There were a total of (4) applicants approved during the 10-11 fiscal year.  
Of the four (4) applicants applying for differential increase: none was approved for 1%, two (2) was approved for 1.5% and the two (2) other for 2.5%.

Applicants are to submit final, official copies of his/her transcripts for the degree completion in order to process the salary differential.

**Option II: Release Time Program**

This option provides replacement cost for college-level class per school term. Supervisor's approval is required for all requests. If approval is denied, a valid reason must be given to the employee.

There were no applicants for this option this year.

Each applicant shall not exceed \$3,250 within each fiscal year.

Annual Report  
Coast Community College District  
Classified Professional Development Program  
Fiscal Year 07/01/10 - 06/30/11

**Professional Conference Program**

Employees are encouraged to participate in various professional workshops and conferences that will enhance current work position and lead to upward mobility as a classified employee. All requests requiring release time must have supervisor's approval. If approval is denied, a valid reason must be given to the employee by the supervisor.

A total of sixteen (16) applications for Conference funding all were received and approved.

Conference reimbursements are limited to \$1,000 per applicant per fiscal year.

**Vocational/Technical Education Program**

This program allows employees in specialized curriculum wanting to pursue technical coursework. This option requires a memo signed by a supervisor in the affected area stating that the requested course or modules are the best or only ones offered in the particular type of education required for that area of expertise. This option must be taken on the employee's own time.

One (1) application was submitted and approved for this option.

Each application shall not exceed \$3,250 within each fiscal year.

**The following financial report shows the total dollar amount for the applications approved and processed for the fiscal year ending June 30, 2010.**

*Please see next page for tabulation totals.*

Annual Report  
Coast Community College District  
Classified Professional Development Program  
Fiscal Year 07/01/10 - 06/30/11

Option I	District Unit	Total Funds Used
Tuition, Books and Fees	OCC	\$27,581.17
	GWC	\$12,680.09
	CCC	\$21,272.76
	District	\$2,226.90
	<b>Total Funds Used</b>	<b>\$63,760.92</b>

Option II	District Unit	Total Funds Approved
Salary Differential	OCC	1.5% Differential
	CCC	1.5% Differential
	CCC	2.5% Differential
	District	2.5% Differential

\* Differential was approved but will not go into effect until individual completes program

Option III	District Unit	Total Funds Approved
Release Time		

Vocational	District Unit	Total Fund Approved
	District	\$1,600

Conferences	District Unit	Total Fund Approved
	OCC total of 7	\$4,099.24
	GWC total of 5	\$548.40
	CCC total of 4	\$1,180.00
	District none	
	<b>Total Funds Used</b>	<b>\$5,827.64</b>

**TOTALS**

Beginning Balance	\$97,878.00
Funds Used 10-11	\$71,188.56
Pending Reimbursements	\$0.00
Coordinator Stipend	\$5,000.00
09-10 Ending Balance	<b>\$21,689.44</b>

### **Agenda Item Details**

---

Meeting	Nov 16, 2011 - Regular Meeting
Category	3. Matters for Review, Discussion and/or Action
Subject	3.01 - 3.07 Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

### **Public Content**

---

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

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 also including Final Budget Adoption  
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/Organizational Meeting

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

November 17-19, 2011 San Jose, CA, CCLC Annual Convention and Partner Conferences, and CCCT Board Mtg  
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  
November 15-17, 2012, Los Angeles, CA, CCLC Annual Convention & Partner Conferences

### **3.03 The Board Directives Log**

The Board Directives Log tracks requests made by the Board of Trustees. A copy of the Board Directives Log is available for review in the Board of Trustees' Office and at Board Meetings. The Board may take action pertaining to matters on the Log by adding, deleting, or modifying items.

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

#### **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 number of contractors on the job now exceeds the on-street parking capacity surrounding the construction site. Coastline has finalized arrangements with Newport Mesa Unified to utilize their neighboring storage yard for off-site contractor parking (beginning 11/21). The installation of concrete continues to progress rapidly. The first floor walls are approximately 90% complete, the first floor slab on grade is 50% complete, and concrete work has begun on the second floor. As the concrete contractor transitions to the second floor, it is anticipated that mechanical, electrical, and plumbing contractors will begin to "rough in" (i.e. locate and install conduit, pipes, ductwork, etc.) the first floor infrastructure.

### **3.05 Opportunity for Review of Proposed Board Policy 2748 Purchase of Goods and Services**

At this time, Trustees shall have the opportunity to review proposed Board Policy 2748, Purchase of Goods and Services. Based on Trustee review and input, this item will be returned to the Discussion Section of the December 14, 2011 Agenda for adoption.

#### **Purchase of Goods and Services**

The Coast Community College District is a key partner of the business community and supports job training, vocational education and alliances with industry, trade groups, K-12 school districts and other partners to promote the growth of the economy in Orange County and throughout Southern California.

It is the policy of the Coast Community College District, whose approximate annual \$232 million budget is funded almost exclusively with tax dollars from the state and federal governments to, as much as possible, in compliance with applicable law and when economically feasible, purchase and procure goods and services from firms that are based in the United States and which employ local workers.

The Vice Chancellor of Finance and Administrative Services shall develop administrative procedures to implement purchasing guidelines that follow the tenets of this policy.



### 3.06 Full-Time Faculty Hiring Plan

In August 2011, the Board of Trustees added to its log a request for a report on the status of a full-time faculty hiring plan. In subsequent meetings with the Board's Personnel Committee, the Chancellor indicated that an overview of the hiring plan would be presented on November 16, 2011. The long range component of the plan is continually evolving as colleges examine program vitality, emerging needs, and available resources.

A presentation of the plan elements will be provided during the Board Meeting, and the Full-Time Faculty Hiring Plan is attached to each Trustee's Agenda for review (See Attachment # 1).

### 3.07 Opportunity for the Board of Trustees to Review Proposed Revisions to BP 3600, Auxiliary Organizations

At this time, the Board shall have the opportunity to review proposed revisions to BP 3600, Auxiliary Organizations. Deletions are noted by ~~strikethroughs~~ and additions are noted in **bold**. Based upon Trustee review and comment, this item will be returned to the December 14, 2011 Regular Meeting for adoption. (A copy of the policy is attached to each Trustee's agenda, Attachment #2)

[11-16-11 Meeting.pdf \(66 KB\)](#)

[Fulltime Faculty Hiring Plan - Attachment.pdf \(226 KB\)](#)



## **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

---

<b>Subject</b>	<b>4.01 DIS - Authorization for Administratively Approved Travel</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	4. Travel
Access	Public
Type	Consent

These items were previously approved by the Chancellor and are presented for Board notification and ratification in compliance with Board Resolution #11-15,

### October 1- November 8, 2011

Lydia M Arbizo, Outreach Pgm Spec (OCC), to attend the California Community Colleges Extended Opportunity Program 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 \$700, including a registration fee of \$250, to be paid from Classified Professional Development Funds. The reason for this revision is to change the funding source.  
Revised Admin. Approval: 10/24/2011

Eduardo J Arismendi-Pardi, Instructor (OCC), to attend the Faculty Association of California Community Colleges, 10/28/11, Los Angeles, CA, without loss of salary, with no reimbursement authorized from District funds.  
Administrative Approval: 10/24/2011

Mary Avalos, Student Serv Coord (GWC), to attend the General Assembly 2.0 Student Senate, November 3-6, 2011, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$195, travel by Air Coach, to be paid from Student Leadership funds.  
Administrative Approval: 10/31/2011

Julie M David, Hourly Instructor (OCC), to attend the American Anthropological Association, November 14 - 22, 2011, Montreal, Canada without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$214, travel by Air Coach, rental car and insurance, to be paid from CCA/CTA Professional Development Funds.  
Administrative Approval: 11/2/2011

Efren J Galvan, Dir Adm Rec & Enroll (OCC), to attend the California Community College Student Affairs Association Student Learning Conference, October 21-23, 2011, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$225, travel by Air Coach, to be paid from Ancillary ASOCC Account.  
Administrative Approval: 10/24/2011

Fernando Gonzalez, Accounting/Fiscal Specialist (OCC), to attend the California Association of Regional Occupational Centers and Programs/California Association of Leaders of Career Preparation Joint Fall Conference, November 16 - 18, 2011, Coronado, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$375, to be paid from Perkins Career Development State Advisory Grant.

Administrative Approval: 11/3/2011

Julia A Hietschold, Hourly Instructor (OCC), to attend the Focus Day, Division Meeting, Department Meeting, September 5-11, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from CCA Conference Funds.

Administrative Approval: 10/24/2011

Darryl Isaac, Instructor (OCC), to attend the Phillips Ultrasound Echo Training Conference, November 2 - 6, 2011, Phoenix, AZ, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency and/or personal funds.

Administrative Approval: 11/1/2011

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 \$595, travel by Air Coach, to be paid from Foundation Ancillary funds. The reason for this revision is to increase registration by \$30. Total reimbursement remains unchanged.

Revised Admin. Approval: 11/1/2011

Laurie R Melby, Dir Tlcrs Pr & Tmdia (CCC), to attend the CCC-EBUS Xiang Jaing High School Site Visit, November 17-23, 2011, Guangzhou, China without loss of salary, with reimbursement for allowable expenses of \$2000, including travel by Air Coach, to be paid from Contract Education Ancillary Funds.

Administrative Approval: 11/1/2011

Rena D Quinonez, Staff Specialist (OCC), to attend the Employment and Recruitment - Challenges and Accountability, October 28, 2011, Mission Viejo, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$25, to be paid from Ancillary Account.

Administrative Approval: 10/24/2011

Robert S Schneiderman, Counselor (OCC), to attend the American University of Antigua Open House, November 1 - 6, 2011, Antigua, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds and sponsoring organization.

Administrative Approval: 10/24/2011

Salena A Wakim, Hourly Instructor (OCC), to attend the 5th California World History Association: The Revolutionary Tradition World History, October 21 - 22, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$52, to be paid from CCA Conference Funds.

Administrative Approval: 10/24/2011

<b>Subject</b>	<b>4.02 DIS - Authorization for Attendance at Meetings and/or Conferences</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	4. Travel
Access	Public
Type	Consent

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

Jerry M Patterson, Board Member (CCCD), to attend the Association of Community College Trustees (ACCT) National Legislative Summit, February 11-14, 2012, Washington, DC, with reimbursement for actual expenses, including a registration fee of \$681, travel by Air Coach, to be paid from District Conference Funds.

Lorraine E Prinsky, Board Member (CCCD), to attend the Community College League of California (CCLC) Annual Legislative Conference, January 28-30, 2012, Sacramento, CA, with reimbursement for actual expenses, including a registration fee of \$395, travel by Air Coach, to be paid from District Conference Funds.

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

Sergio Borja, Adm/Records Tech 2 (CCC), to attend the California Community Colleges Veteran Summit, December 2, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$100, to be paid from Veterans Program.

Candace D Brenner, Inst Assoc-Ms/ M/Sci (GWC), to attend the Alpha Gamma Sigma Fall Conference, October 29, 2011, Santa Clarita, CA, without loss of salary, with reimbursement for allowable expenses of \$30, including a registration fee of \$30, to be paid from Club funds. This request is being submitted after the fact due to a miscommunication regarding the completion of the conference authorization request form.

Jennifer DeLarosa, Mil/Prog/Coordinator (CCC), to attend the California Community Colleges Veteran Summit, December 2, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$275, including a registration fee of \$100, to be paid from Veterans Program.

Deborah G Goldstick, Instructor (GWC), to attend the National Student Nurses Association Mid-Year Conference, October 27-30, 2011, Memphis, TN, without loss of salary, with reimbursement for allowable expenses of \$1,000, including travel by Air Coach, to be paid from Club funds. This request is being submitted after the fact due to a miscommunication regarding the completion of the conference authorization request form.

Joycelyn M Groot, Dean Mil/Corp & Comm Pro (CCC), to attend the Education Bound United States (EBUS) Xiang Jaing High School Site Visit, January 4-10, 2012, Guangzhou, China without loss of salary, with reimbursement for allowable expenses of \$2200, including travel by Air Coach, to be paid from Contract Education Ancillary Funds.

Joycelyn M Groot, Dean Mil/Corp & Comm Pro (CCC), to attend the Vietnam Aviation Academy Site Visit, November 29 - December 3, 2011, Saigon, Vietnam without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Contract Education Ancillary Funds (Airfare & Lodging paid by U.S. College Compass).

Carmella R Hardy, Staff Aide (OCC), to attend the Photoshop World Conference & Expo, March 23 - 27, 2012, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,000, including

a registration fee of \$598, travel by Air Coach, rental car and insurance, to be paid from Classified Professional Development Funds.

Andrew C Jones, Chancellor (CCCD), to attend the Community College League of California Annual Legislative Conference, January 29-30, 2012, Sacramento, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$395, travel by Air Coach, to be paid from Chancellor's office conference funds.

Andrea C Lawson, Hourly Instructor (OCC), to attend the Modern Language Association 2012 Convention, January 5 - 8, 2012, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$140, travel by Air Coach, to be paid from CCA/CTA Professional Development Funds.

Edward K Lui, Hourly Instructor (CCC), to attend the Cisco Instructor Trainer Qualification, November 17-19 2011, Fremont, CA, without loss of salary, with reimbursement for allowable expenses of \$914, including travel by Air Coach, to be paid from VTEA 1-C grant.

Lynita D Mayer, Dir, Accessibility Ctr for Edu (GWC), to attend the California Association for Postsecondary Education and Disability Convention, October 17-19, 2011, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$395, to be paid from CDMA Professional and Staff Development Funds. This request is being submitted after the fact because the conference authorization request form was not submitted even though it was approved.

Laurie R Melby, Dir Tlcrs Pr & Tmdia (CCC), to attend the Education Bound United States (EBUS) Xiang Jaing High School Site Visit, January 4-10, 2012, Guangzhou, China without loss of salary, with reimbursement for allowable expenses of \$2,200, including travel by Air Coach, to be paid from Contract Education Ancillary Funds.

Laurie R Melby, Dir Tlcrs Pr & Tmdia (CCC), to attend the Vietnam Aviation Academy Site Visit, November 29-December 3, 2011, Saigon, Vietnam without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Contract Education Ancillary Funds (Airfare & Lodging paid by U.S. College Compass).

Deborah G Orrill, Professional Expert (GWC), to attend the 4th Annual Green Expo, September 17, 2011, Huntington Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$350, to be paid from CBJT Grant. The reason for this revision is to add food to the expenses.

Richard T Pagel, Vice President (OCC), to attend the Fundamentals of Title IV Administration, March 4 - 9, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2,860, including travel by Air Coach, to be paid from Ancillary Account.

Daniel S Pittaway, Instructor (CCC), to attend the All About Accelerated Practices Conference, November 17-18, 2011, Hayward, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including travel by Air Coach, to be paid from Contract Education Ancillary College Support funds.

Omid A Pourzanjani, Dean (GWC), to attend the California Community College Association for Occupational Education Fall 2011 Conference, October 18-21, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,150, including a registration fee of \$395, to be paid from VTEA/Perkins funds. The reason for this revision is to increase the total reimbursement.

Loren A Sachs, Instr/Coord (OCC), to attend the Association of Collegiate Educators in Radiologic Technology, February 8 - 10, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable

expenses of \$675, to be paid from CFE Contracted Full-time Conference Funds to be reimbursed for mileage equal to the equivalency of travel by air coach.

Katherine L Sleep, Hourly Instructor (CCC), to attend the All About Accelerated Practices Conference, November 17-18, 2011, Hayward, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including travel by Air Coach, to be paid from Contract Education Ancillary College Support funds.

Lisa F Sogo, Instructor (OCC), to attend the iPlant Faculty Workshop, January 12 - 13, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$345, to be paid from CFE Contracted Full-time Conference Funds.

Chau D Tran, Hourly Instructor (CCC), to attend the All About Accelerated Practices Conference, November 17-18, 2011, Hayward, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including travel by Air Coach, to be paid from Contract Education Ancillary College Support funds.

Damian J Tsutsumida, Inst Assoc-Fine Arts (OCC), to attend the Photo Marketing Association at Consumer Electronic Show, January 10 - 12, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$750, to be paid from Classified Professional Development Funds to be reimbursed for mileage equal to the equivalency of air coach.

Valerie A Venegas, Sup, Emergency Prep & Spcl Evnt (GWC), to attend the Alpha Gamma Sigma Fall Conference, October 29, 2011, Santa Clarita, CA, without loss of salary, with reimbursement for allowable expenses of \$30, including a registration fee of \$30, to be paid from Club funds. This request is being submitted after the fact due to a miscommunication regarding the completion of the conference authorization request form.



## 5. Curriculum Approval

---

<b>Subject</b>	<b>5.01 DIS - Curriculum Approval</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	5. Curriculum Approval
Access	Public
Type	Consent

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Approval of Programs/Options/Revisions/Retirements/Reinstatements

File Attachments

[Curriculum.docx \(30 KB\)](#)

## ***Approval of Course Revisions/Retirements/Suspensions/Reinstatements***

### **Course Revisions:**

The Golden West College and Orange Coast College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommend the following course revisions be approved for inclusion in the curriculum:

#### **Golden West College**

Effective Spring 2012

	<b>FROM</b>	<b>TO</b>
<u>CBA G155 – WORD, Introduction</u>		
Semester Hours:	18 lecture/27 non-lecture	27 lecture/27 non-lecture
<u>CBA G156 – WORD, Intermediate</u>		
Semester Hours:	18 lecture/27 non-lecture	27 lecture/27 non-lecture

Effective Fall 2012

<u>English G110 – Critical Thinking, Reading and Writing through Literature</u>		
Units:	3.0	4.0
Semester Hours:	54	72
<u>English G110H – Critical Thinking, Reading, and Writing through Literature, Honors</u>		
Units:	3.0	4.0
Semester Hours:	54	72

#### **Orange Coast College**

Effective Fall 2012

	<b>FROM</b>	<b>TO</b>
<u>Art A111 – Color &amp; Design 3D</u>		
Weekly Contact Hours:	2 Lecture/4 Non-lecture	1.5 Lecture/4.5 Non-lecture
<u>Art A141 – Sculpture 1</u>		
Weekly Contact Hours	2 Lecture/4 Non-lecture	1.5 Lecture/4.5 Non-lecture
<u>Art A145 – Exhibition Design 1</u>		
Weekly Contact Hours:	2 Lecture/4 Non-lecture	1.5 Lecture/4.5 Non-lecture
<u>Art A241 – Sculpture 2</u>		
Weekly Contact Hours:	2 Lecture/4 Non-lecture	1.5 Lecture/4.5 Non-lecture
<u>Art A245 – Exhibition Design 2</u>		
Weekly Contact Hours:	2 Lecture/4 Non-lecture	1.5 Lecture/4.5 Non-lecture
<u>Dental Assisting A163 – Clinical Experience 2</u>		
Weekly Contact Hours:	24 Clinical	32 Clinical
Total Hours:	48	64

Dental Assisting A168 – Clinical Experience 4

Units:	.5	1 (to adjust units to match number of required hours)
Weekly Contact Hours:	38 Clinical	24 Clinical
Total Hours:	76	48

Fashion A255 – Fashion Illustrating Techniques

Title:	Fashion Illustrating Techniques	Fashion Illustrating Techniques 1
Grading Method:	Student Option	Graded Only

Geography A185 – Cultural Elements

Title:	Cultural Elements	Cultural Geography
--------	-------------------	--------------------

**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

Drafting A105 – Elementary Drafting – Pencil Graphics  
Drafting A140 – Electro/Mechanical Drafting 1

**Approval of Programs/Options/Revisions/Retirements/Reinstatements**

**Program/Option Revisions:**

The Golden West College and Orange Coast College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommends the following programs/options revisions be approved for inclusion in the curriculum:

**Golden West College**

Effective Fall 2012

Microsoft Office - Certificate of Specialization

Required Course:	Delete:	CBA G150
Required Course:	Add:	CBA G152
Program Units:	Increase:	From 13.0 units to 14.5 units

Administrative Assistant - Certificate of Achievement

Required Course:	Delete:	Bus G125 Bus G130 CBA G150
Required Course:	Add:	CBA G152 CBA G157

Program Units:        Decrease:                      From 25.0 units to 22.5 units

**Orange Coast College**

Effective Fall 2012

Architectural Technology – Design/Build

Certificate Type:        Delete:                      Certificate of Specialization

                                 Add:                              Certificate of Achievement

Architectural Technology – Digital Fabrication

Certificate Type:        Delete:                      Certificate of Specialization

                                 Add:                              Certificate of Achievement

Architectural Technology – Integrated Project Design

Certificate Type:        Delete:                      Certificate of Specialization

                                 Add:                              Certificate of Achievement

Architectural Technology – Sustainable Design

Certificate Type:        Delete:                      Certificate of Specialization

                                 Add:                              Certificate of Achievement

Dental Assisting Program - Associate in Science, Certificate of Achievement

Required Courses:        Delete:                      Dental Assisting A150

Required Courses:        Add:                              Allied Health A115

Program Units:        Increase:                      From 27.5 units to 29.5 units

Display & Visual Presentation Program - Associate in Science, Certificate of Achievement

Required Courses:        Delete:                      Art A120  
   Digital Media Arts & Design A182  
   Drafting A150  
   Photo A123

Required Courses:        Add:                              Fashion A175  
   Fashion A181  
   Fashion A255

Program Units:        Decrease:                      From 25.0 units to 23.0 units

Fashion Design Program - Associate in Arts, Certificate of Achievement

Required Courses:        Add:                              Fashion A256

Program Units:        Increase:                      From 44.0 units to 47.0 units

Fashion Merchandising Program - Associate in Arts, Certificate of Achievement

Required Courses:        Add:                              Art A110 (Fashion A175 or Art A110)  
   Fashion A255  
                                 Adjustment:                      From Marketing A200 and Marketing A110 to Marketing  
   A200 or Marketing A110

Fashion Production/Product Development Program - Associate in Arts, Certificate of Achievement

Required Courses: Add: Fashion A255

Program Units: Increase: From 42.5 units to 45.5 units

## 6. Authorization for Student Trips

---

<b>Subject</b>	<b>6.01 GWC - Student Trips</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	6. Authorization for Student Trips
Access	Public
Type	Consent

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

International Students and International Students Club Members Holiday Celebration at Endless Food & Fun

Location: Huntington Beach, CA

Date(s): December 2, 2011

Department: International Student Program

Cost/purpose/funding source: \$850 for admission, food, games, and promotional items (hats, t-shirts, etc.) from International Student Program funds.

Southern California Waste Management Forum Annual Conference and Exhibit

Location: Fullerton, CA

Date(s): November 9, 2011

Department: Career & Technical Education

Cost/purpose/funding source: \$200 for food, mileage, and parking from California Works Alliance Grant funds.

Women's Soccer Team Overnight Trips

Locations & Dates:

November 19-26, 2011 @ location TBD (if qualified)

December 1-4, 2011 @ Cosumnes River College (if qualified)

Department: PE/Athletics

Cost/purpose/funding source: \$2,000 for lodging, transportation and food from trust funds.

Men's Soccer Team Overnight Trips

Location & Dates:

November 19-26, 2011 @ location TBD (if qualified)

December 1-4, 2011 @ Cosumnes River College (if qualified)

Department: PE/Athletics

Cost/purpose/funding source: \$2,000 for lodging, transportation and food from trust funds.

Women's Volleyball Overnight Trips

Location & Dates:

November 21-29, 2011 @ location TBD (if qualified)

December 2-5, 2011 @ Shasta College (if qualified)

Department: PE/Athletics

Cost/purpose/funding source: \$2,000 for lodging, transportation and food from trust funds.

Student Senate for California Community Colleges General Assembly

Location: San Jose, CA

Date(s): November 4-6, 2011

Department: Student Activities

Cost/purpose/funding source: \$2,842 for registration, food, and lodging from Associated Student leadership funds.

(Late submission due to miscommunication among office staff.)

National Student Nurses' Association (NSNA) 2011 Mid-Year Conference

Location: Memphis, TN

Date(s): October 27-30, 2011

Department: Student Activities

Cost/purpose/funding source: \$7,000 for airfare, lodging, and registration from club funds.

(This item is being submitted after the fact because the club advisor is new to her position and did not clearly understand the approval process. This item was administratively approved on 10/26/11 due to the late submission.)

Women's Water Polo Team Overnight Trips

Locations & Dates:

September 7-11, 2011 @ American River College

September 29 – October 2, 2011 @ Cuesta College

November 2-6, 2011 @ Riverside College

November 10-13, 2011 @ Riverside College (if qualified)

November 17-19, 2011 @ Cerritos College (if qualified)

Department: PE/Athletics

Cost/purpose/funding source: \$7,000 for lodging, transportation and food from trust funds.

(Revision is to add more dates. Previous Board action: 7/20/11.)

California Community College Student Affairs Association

Location: San Jose, CA

Date(s): October 21 – October 23, 2011

Department: Student Activities

Cost/purpose/funding source: \$5,207 for registration, food, and lodging from Associated Student leadership funds.

(Revision is to increase the total cost from \$4,000. Previous Board action: 9/21/11.)

**Subject**           **6.02 OCC - Student Trips**  
**Meeting**           Nov 16, 2011 - Regular Meeting  
**Category**           6. Authorization for Student Trips  
**Access**            Public  
**Type**              Consent

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

**OCC Chamber Singers: New York City Tour**

Location: New York City, New York

Dates: May 2-7, 2012

Department: OCC Visual and Performing Arts/ Music

Cost/Purpose/Funding: Total Amount \$45,000 (\$1500 per student) for registration, transportation, lodging, per diem and miscellaneous expenses. No cost to the district. Expenses to be paid from ancillary and ASOCC funds and fundraising efforts.

Transportation: Air Travel, Public Transportation

**Annual California-Nevada-Hawaii Circle K Convention**

Location: Woodland Hills, California

Dates: March 23-25, 2012

Department: OCC Circle K Club

Cost/Purpose/Funding: Total amount \$5,500; for registration, meals, parking, hotel, mileage, supplies and miscellaneous expenses; to be paid from ASOCC funds, Individual student member funds, Kiwanis Club of Costa Mesa funds.

Transportation: District and private vehicles

**Universal Dance Association Collegiate National Championships**

Location: Orlando, FL

Date: January 10-17, 2012

Department: OCC Physical Education & Athletics

Cost/Purpose/Funding Source: Camp is related to participation on the OCC Cheer & Dance teams. No cost to the college and no cost to participating student-athletes.

Transportation: District Vehicles, Air Travel

**Cheerpros State Championships**

Location: Long Beach, CA

Date: January 30 to February 1, 2012

Department: OCC Physical Education & Athletics

Cost/Purpose/Funding Source: Event is related to participation on the OCC Cheer & Dance teams. No cost to the college and no cost to participating student-athletes.

Transportation: District and Personal Vehicles

**United Performing Association Americup Challenge**

Location: Minneapolis, MN

Date: February 22-28, 2012

Department: OCC Physical Education & Athletics

Cost/Purpose/Funding Source: Event is related to participation on the OCC Cheer & Dance teams. The cost



to participating student-athletes is approximately \$200 and the remainder of the cost will be paid with Foundation funds.

Transportation: District Vehicles and Air Travel

**United Spirit Association Collegiate National Cheer & Dance Championships**

Location: Anaheim, CA

Date: March 17-20, 2012

Department: OCC Physical Education & Athletics

Cost/Purpose/Funding Source: Event is related to participation on the OCC Cheer & Dance teams. No cost to the college and no cost to participating student-athletes.

Transportation: District and Personal Vehicles

**National Cheerleaders Association Collegiate Championships**

Location: Daytona Beach, FL

Date: April 8-16, 2012

Department: OCC Physical Education & Athletics

Event is related to participation on the OCC Cheer & Dance teams.

Cost/Purpose/Funding Source: Event is related to participation on the OCC Cheer & Dance teams. The cost to participating student-athletes is \$200 and the remainder of the cost will be paid with Foundation funds.

Transportation: District Vehicles and Air Travel

<b>Subject</b>	<b>6.03 CCC - Student Trips</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	6. Authorization for Student Trips
Access	Public
Type	Consent

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

Conference/Activity: JD Property Management, Inc.

Location: Costa Mesa

Date: November 23, 2011

Department: Real Estate

Transportation: Personal vehicles

Cost: No Cost to the College or District

## **7. Authorization for Special Projects**

---

**Subject**            **7.01 GWC - Special Projects**  
**Meeting**            Nov 16, 2011 - Regular Meeting  
**Category**           7. Authorization for Special Projects  
**Access**             Public  
**Type**                Consent

### **Puente Program Family Night and Welcome Dinner**

**Date(s):** November 30, 2011

**Department:** Counseling

**Purpose:** Provide overview of the Puente Program functions and expectations to the parents/guardians of participants.

**Cost/purpose/funding source:** \$1,500 for food and supplies from Puente Program funds.

### **16<sup>th</sup> Annual Health Occupations Educator Institute**

**Date(s):** April 2-4, 2012

**Department:** RHORC-HWI

**Purpose:** Provide 2 ½ day conference for health occupations educators

**Cost/purpose/funding source:** \$10,000 for lodging, food and supplies from RHORC Trust or EWD grant funds.

### **Athletic Team Banquets**

**Date(s):** November/December 2011

**Department:** PE/Athletics

**Purpose:** Award ceremony and lunch for fall athletic teams.

**Cost/purpose/funding source:** \$1,000 for food and supplies from trust and/or foundation funds.

### **Design Show**

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

**Department:** Design

**Purpose:** End of semester Design show

**Cost/purpose/funding source:** No cost to the college.

### **Student Leadership Meetings**

**Date(s):** August 30, 2011 – June 30, 2012

**Department:** Student Activities

**Purpose:** Refreshments at Student Leadership Meetings

**Cost/purpose/funding source:** \$500 for food and supplies from Club Advisor's funds.

### **Holiday Art Sale**

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

**Department:** Art Department

**Purpose:** Showcase student work

**Cost/purpose/funding source:** \$500 for refreshments, facilities, printing, and supplies from ASB and Art Department Foundation funds.

(Revision is to correct the dates of the event. Previous Board action: 7/20/11)

**Subject**            **7.02 OCC - Special Projects**  
**Meeting**            Nov 16, 2011 - Regular Meeting  
**Category**           7. Authorization for Special Projects  
**Access**             Public  
**Type**                Consent

**Classical and Studio Guitar Concert**

Date: December 13, 2011  
Location: Robert B. Moore Theater  
Department: Visual and Performing Arts/ Music  
Purpose: Student and Community Outreach  
Cost/Funding: \$5 (both pre-sale and at the door) Total Cost \$500. Expenses to be paid from ASOCC and ancillary funds.

**OCC Mudslingers Holiday Ceramics Sale**

Date: December 2 and 3, 2011  
Location: Ceramics Studio, Art Center Building  
Department: Visual and Performing Arts/ Art  
Purpose: Student and Community Outreach. Club Fund Raiser.  
Cost/Funding Total: Cost \$200. Expenses to be paid from ASOCC and ancillary funds.

**Sports Tournament**

Date: January 21, 2012  
Department: OCC Circle K Club  
Purpose: Circle K clubs from colleges and universities in the region on January 21, 2012. Admission will be charged and all net profits will be donated to children's charities.  
Cost/Purpose/Funding: Total amount \$500; Materials, supplies, rentals, refreshments, entertainment, speakers, promotional items, prizes, opportunity drawing items, liability insurance, and miscellaneous related expenses, Volunteer Activity Participation forms to be on file; to be paid with ASOCC funds, donations, and sponsors.

**Annual Honors Night**

Date: May 9, 2012  
Department: OCC - ASOCC  
Purpose: Service and Leadership recognition scholarship monies awarded. Total attendance estimated at 1100.  
Cost/Purpose/Funding: Total Amount \$25,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, flowers, awards, miscellaneous expenses; to be paid from ASOCC funds.

**Vendors at Orange Coast College Commencement**

Dates: May 23, 2012  
Department: OCC - ASOCC  
Purpose: The types of vendors that may be utilized include Commencement Flowers and Grad Images/Grad Trak photographers. All necessary contracts and/or insurance forms will be on file with the appropriate offices. It is further requested that the campus Vice President of Administrative Services be authorized to sign these agreements. Any up front supplies and costs to be paid by the Associated Students of Orange Coast College, and all monies earned from the activity will be deposited into ASOCC and scholarship accounts  
Cost/Purpose/Funding Source: Cost is determined by the number of graduates; to include materials, supplies,

rentals, catering, refreshments, entertainment, speakers, flowers, awards, miscellaneous expenses; to be paid from ASOCC funds.

#### **The Annual Holiday Luncheon and Silent Auction**

Date: December 15, 2011

Department: Adapted Physical Education Program and Spirit of Ability Club

Purpose: This event is open to the public. All proceeds from the silent auction will fund the Spirit of Ability Scholarship and the Millie Peterson Scholarship both awarded to OCC students.

Cost/Purpose/Funding: Total Amount \$2,900; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, flowers, awards, miscellaneous expenses; to be paid from ASOCC funds.

#### **OCC Track & Field President's Day 5K Run**

Date: February 20, 2012

Location: OCC Campus

Department: OCC Physical Education & Athletics

Purpose: OCC head track & field coach (and full-time faculty member) John Knox, would like to hold a 5K run on the OCC Campus. This is an annual event that will promote the campus, its facilities, and the track & field program. The event will also be used as a fund raiser for the OCC track & field program.

Cost/Purpose/Funding Source: No cost to the college.

#### **Student Recruitment and Outreach**

Date: Through Spring 2012

Department: OCC Communications & Marketing Division

Purpose: Recruitment and outreach.

Cost/Purpose/Funding Source: Total amount \$6,000 for supplies for recruiting visits to area high schools. To be paid from ASOCC, Ancillary, and District funds.

#### **California Welding Inspection (CWI) Seminar**

Date: A total of 8 Saturdays for the Spring 2012 semester between January 2012- May 2012

Department: Welding Department/Technology

Purpose: Seminars and lectures hosted by OCC professors William Galvery and Richard Hutchison

Cost/Purpose/Funding Source: No fees or charges are collected by OCC

#### **California Welding Inspection (CWI) Seminar**

Date: A total of 8 Saturdays for the Fall 2012 semester between August 2012- December 2012

Department: Welding Department/Technology

Purpose: Seminars and lectures hosted by OCC professors William Galvery and Richard Hutchison

Cost/Purpose/Funding Source: No fees or charges are collected by OCC

#### **Volunteer Income Tax Assistance Program (VITA)**

Dates: Saturdays, February 4, 2012 through April 7, 2012

Department: OCC- Business & Computing Division

Purpose: To sponsor the Volunteer Income Tax Assistance Program (VITA). This includes training of volunteers and tax preparation services.

Cost/Purpose/Funding Source: No cost to the College.

**Subject**            **7.03 CCC - Special Projects**  
**Meeting**            Nov 16, 2011 - Regular Meeting  
**Category**           7. Authorization for Special Projects  
**Access**             Public  
**Type**                Consent

**Leadership Academy**

**Date:** March 12-16, 2012

**Location:** Art Gallery

**Department:** President's Office

**Purpose:** Leadership Institute for Coastline faculty, staff and managers.

**Cost/purpose:** \$2,500/Materials and Refreshments

**Funding Source:** Foundation and Staff Development funds

**Federal Grant Workshop** co-sponsored with Congresswoman Loretta Sanchez's office.

**Date:** December 9, 2011 (Revision is to change date from September 21 to December 9, 2011)

**Location:** Garden Grove Center

**Department:** Marketing & Public Relations/ Governmental Relations

**Purpose:** Community/Governmental Relations

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

**Early College High School Rummage Sale**

**Date:** January 21, 2012; 8:00 a.m. – 1:00 p.m.

**Location:** Coastline College Costa Mesa Center parking lot

**Department:** Early College High School Parent Teacher Student Association.

**Purpose:** Fundraiser for Early College High School student activities

**Cost/Purpose:** No cost to the College or the District

**STAR Tenth Anniversary Celebration**

**Date:** December 2, 2011; 7:30 – 10:30 p.m.

**Location:** Westminster Rose Center

**Department:** Title III Office

**Purpose:** To honor CCC STAR Program students (alumni and current) for their diligence and commitment to Coastline's STAR Program.

**Cost/purpose/funding source:** \$4,000. (\$2,000/Venue and Food from Coastline Associated Student Government funds. \$2,000 for Materials from Foundation and Title III grant funds.)

**Foundation 2011 Holiday Reception**

**Date:** November 30, 2011; 5:30 – 7:30 p.m.

**Location:** Posch Restaurant, Irvine

**Department:** Foundation

**Purpose:** Appreciation for the support of Foundation Board Members, Sponsors, and Trustees.

**Cost/purpose/funding source:** \$5,000/Materials and refreshments from Foundation ancillary funds.

## **8. Authorization to Apply for Funded Programs**

---

<b>Subject</b>	<b>8.01 DIS - Authorization to Apply for Funded Programs</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	8. Authorization to Apply for Funded Programs
Access	Public
Type	Consent

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

Orange Coast College has received funding for the California Community College Chancellor's Office, Economic and Workforce Development Program grant titled "**Industry Driven Regional Collaborative, Digital Manufacturing**". The IDRC grants is to meet the demand for new, innovative and emerging growth sectors and should be created for short- or long-term responses customized to the duration of the need. Projects can be catalysts or precursors of future vocational, career and technical education programs in the system. New local programs and equipment are key components of these grants. Programs and services provided through Industry Driven Regional Collaboratives are strategic responses to the needs identified through statewide and regional environmental scanning processes. The grants focus resources on short-term intensive projects for high growth sectors. These grants provide flexibility for colleges to assess and define their individual project needs in the context of statewide and regional needs. The grants are also used as pilots to guide the state in new directions that will lead the colleges to offer training in new areas that will need technical workers in the next 5 – 10 years including sectors such as biotechnologies, information technologies, nanotechnologies, digital manufacturing, and Micro-Electro-Mechanical Systems (MEMS).

**Fiscal Impact:** Orange Coast College will receive \$450,948 (Year 1 = \$293,800; Year 2 = \$157,148). There are matching in-kind funds of \$450,948 (Year 1 = \$293,800; Year 2 = \$157,148). Funding dates will be November 1, 2011 through June 30, 2013.

## 9. Authorization for Disposal of Surplus

---

**Subject**            **9.01 Authorization for Disposal of Surplus**

**Meeting**           **Nov 16, 2011 - Regular Meeting**

**Category**          **9. Authorization for Disposal of Surplus**

**Access**            **Public**

**Type**               **Consent**

### File Attachments

[111611Surplus.pdf \(7 KB\)](#)



Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
<b>ORANGE COAST COLLEGE</b>				
Miter Saw	9053754	C12FSA	720099	I
Chairs (8)	---	---	---	P
Printer	9017547	C3980A	USBB248947	I
Printer	9046829	3400	YY6-002830	I
Video Interface	9031682	DC50	501220	I
Laptop	9024167	Xli	VHM206W2238N81	I
Laptop	9053022	PPO1X	8KCRB11	I
Laptop	9057031	PPO1L	414TM51	I
Laptop	9074073	PPO5L	8G0T241	I
Laptop	9055450	PPO5L	66R2L61	I
Printer	9046827	3400	YY6-002783	I
Misc electronics (3 boxes)	---	---	---	I
Chairs (24)	---	---	---	P

## **10. Authorization to Enter Into Standard Telecourse Agreements**

<b>Subject</b>	<b>10.01 CCC - Authorization to Enter Into Standard Telecourse Agreements</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	10. Authorization to Enter Into Standard Telecourse Agreements
Access	Public
Type	Consent

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

### **ANATOMY & PHYSIOLOGY: AN INTRODUCTION**

CUNY-TV (NY)

Term of Agreement: September 1, 2011 – August 31, 2014

### **ANTHROPOLOGY: THE FOUR FIELDS**

CUNY-TV (NY)

Term of Agreement: January 1, 2012 – December 31, 2014

### **ASTRONOMY: OBSERVATIONS AND THEORIES**

State Board for Community & Technical Colleges (WA)

Term of Agreement: August 16, 2011 – December 31, 2011

Tennessee Board of Regents Media Consortia (TN)

Term of Agreement: September 1, 2011 – December 31, 2011

Tennessee Board of Regents Media Consortia (TN)

Term of Agreement: September 1, 2011 – December 31, 2011

### **CHILD DEVELOPMENT: STEPPING STONES**

Tennessee Board of Regents Media Consortia (TN)

Term of Agreement: September 1, 2011 – December 31, 2011

### **CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD**

CUNY-TV (NY)

Term of Agreement: January 1, 2012 – December 31, 2014

State Board for Community & Technical Colleges (WA)

Term of Agreement: August 14, 2011 – August 13, 2014

Tennessee Board of Regents Media Consortia (TN)

Term of Agreement: September 1, 2011 – December 31, 2011

### **CYCLES OF LIFE: EXPLORING BIOLOGY**

Tennessee Board of Regents Media Consortia (TN)

Term of Agreement: September 1, 2011 – December 31, 2011

### **PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN**

CUNY-TV (NY)

Term of Agreement: January 1, 2012 – December 31, 2014

**PSYCHOLOGY: THE HUMAN EXPERIENCE**

State Board for Community & Technical Colleges (WA)

Term of Agreement: August 14, 2011 – December 31, 2011

Tennessee Board of Regents Media Consortia (TN)

Term of Agreement: September 1, 2011 – December 31, 2011

**TRANSITIONS THROUGHOUT THE LIFE SPAN**

State Board for Community & Technical Colleges (WA)

Term of Agreement: August 14, 2011 – December 31, 2011

**UNDERSTANDING CHEMISTRY IN OUR WORLD**

CUNY-TV (NY)

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**

[Telecourses.pdf \(312 KB\)](#)

## **11. Approval of Clinical Contracts**

---

<b>Subject</b>	<b>11.01 GWC - Clinical Contracts</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	11. Approval of Clinical Contracts
Access	Public
Type	Discussion

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**

Coastal Communities Hospital, Inc.      Non-Standard Clinical Affiliation Agreement  
Santa Ana, California  
November 1, 2011 – October 31, 2013  
Compensation – None

**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. (See Attachment #3)

<b>Subject</b>	<b>11.02 OCC - Clinical Contracts</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	11. Approval of Clinical Contracts
Access	Public
Type	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**

West Anaheim Medical Center CA Term: November 17, 2011 to November 1, 2014 Compensation: None	Standard Clinical Affiliation Agreement Anaheim,
--	--

Santa Ana Unified School District      Standard Educational Entity Clinical Affiliation Agreement  
Santa Ana, CA  
Term: November 17, 2011 to October 1, 2016  
Compensation: None

**NEW**

Dr. Mark Maxwell, DDS  
Newport Beach, CA  
Term: November 17, 2011 to November 1, 2016  
Compensation: None

**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.

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

---

**Subject**           **12.01 GWC - Institutional Memberships**  
**Meeting**           Nov 16, 2011 - Regular Meeting  
**Category**          12. Authorization for Purchase of Institutional Memberships  
**Access**           Public  
**Type**             Consent

### **RENEWAL**

**Name and Acronym:** National League for Nursing (NLN)

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

**Cost:** \$1,575

**Purpose:** Allows access for all nursing faculty and administrator members to quality programs regarding continued education and leadership opportunities.

**Name and Acronym:** Council of Chief Librarians (CCL)

**Term of Membership:** November 1, 2011 – October 31, 2012

**Cost:** \$150

**Purpose:** Annual Membership, allows access to CCL Outlook, CCL directory, roster, special reports & publications.

### **13. Authorization for Off-Campus Assignments**

---

<b>Subject</b>	<b>13.01 DIS - Off Campus Assignment</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	13. Authorization for Off-Campus Assignments
Access	Public
Type	Consent

Andrew C. Jones, Chancellor, to serve on the American Association of Community Colleges Commission on Global Education, July 1, 2011 through June 30, 2012, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

## **14. Authorization for Sailing Program**

---

<b>Subject</b>	<b>14.01 OCC - Sailing Program</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	14. Authorization for Sailing Program
Access	Public
Type	Consent

The following non-credit classes will be offered by the Marine Programs Office during the period of Nov 17, 2011 – June 30, 2012. The presenters will be paid at a fixed rate or percentage of income based on actual enrollment. Instructor fees will be charged against individual ticket budget numbers and paid from Sailing Center funds. (P)=percentage and (F) =flat rate.

REVISION TO PREVIOUS BOARD ACTION

PROFESSIONAL EXPERTS

BASIC SAFETY TRAINING (STCW Certificate); FEE: \$395 to \$895, 12 to 14 hours,  
*ADD PRESENTER: Gary E. Walker (prior approval Jan 19, 2011) (F)*



## 15. Personnel Items

---

<b>Subject</b>	<b>15.01 District</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	15. Personnel Items
Access	Public
Type	Discussion

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

### File Attachments

[Open.pdf \(23 KB\)](#)

## PERSONNEL ITEMS

### a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations

It is recommended that the following resignations be accepted and/or layoffs and terminations be authorized:

#### Classified

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Kellogg, Matthew	OCC	Campus Security Officer	Resign	12/31/11
Sous, Soronit	CCC	Workforce Specialist	Resign	11/02/11

### b. Authorization for Leaves of Absence

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

#### Faculty

Davis-Wolfe, Julie Ann, GWC, Librarian, 100% LOA/wop under The Family and Medical Leave Act of 1993 for the period 11/21/11 through 01/30/12, not to exceed the equivalent of 12 weeks in a 12 month period.

### c. 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>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Neal, Krystal	CCC	Typist Clerk Inter	48.75%	HOC	11/17/11	06/30/12

### d. Authorization for Changes in Salary Schedules

It is recommended that authorization be given for the following changes in the District salary schedules:

<u>Classification</u>	<u>Range</u>	<u>Changes</u>
-----------------------	--------------	----------------

#### Classified

Instructional Associate – Chemistry	E-48	Add to Salary Schedule effective 11/17/11
-------------------------------------	------	---

### e. Authorization for Professional Experts

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

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

Lowrey, Shelley, OCC, to serve as Title III Staff Assistant and perform various duties as defined by the terms of the U. S. Title III Grant, for the period 01/10/12 to 11/09/12, to be paid at \$100.00 per unit, 12.4 units per week for 44 weeks, compensation NTE \$54,588.00, funding source is Title III Grant.

Parson, Jason W., CCC, to produce and administer codes for online applications under development for Instructional Systems Development department, for the period 12/10/11 to 03/09/12, to be paid by timecard at

\$10.00 per unit, 175 units per week for 8 weeks, compensation to be \$14,000.00, funding source is Instructional Systems Development General Funds.

Revision to Previous Board Action

Chang, Sarah X., CCC, to design and present on-site and online information at workshops, facilitating and translating academic processes and performing other duties as assigned for CCC Education Bound US(EBUS) program, for the period 07/01/11 to 12/31/11, to be paid by timecard at \$100.00 per unit, 3.8 units per week for 25 weeks, increase compensation from \$6,000.00 to \$9,500.00 due to increase in facilitation hours during on-site assignment, funding source is Ancillary Funded Program.

**f. Authorization for Monthly Travel Allowances**

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

OCC

Hambly, Raine  
Interim Director, Career Services \$65 mo

Skille, Steven  
Director of Financial Aid \$35 mo

**g. Approval of Classified and Confidential Staff Longevity Payments**

It is recommended that the individuals listed below be granted a longevity payment per the Agreement between the District and the Coast Federation of Classified Employees, Article 19.2 and Board Policy 080-1-4, revised 07/18/07 for Confidential employees. Longevity amounts represent a formula of \$24,270 (which is referred to as the "base salary" in associated Board Policy and "longevity base" in the CFCE contract) x established percentage based on years of service.

Revision to add Longevity Payment

<u>EMPLOYEE NAME</u>	<u>SENIORITY DATE</u>	<u>SENIORITY YR</u>	<u>LONG %</u>	<u>ANNUAL SALARY</u>	<u>FTE</u>	<u>LONG AMT</u>
Hardy, Carmella	1/19/07	4y 10m	1.50	\$34,798.50	0.75	\$273.04

## **16. Authorization for Independent Contractors**

---

**Subject**            **16.01 GWC - Independent Contractors**

Meeting            Nov 16, 2011 - Regular Meeting

Category           16. Authorization for Independent Contractors

Access             Public

Type                Consent

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

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

IC Name: Cambridge West Partnership, LLC c/o Frederick Trapp  
Services: Review, write, and edit accreditation self-evaluation  
Payment Schedule/Compensation: \$26,800, to be paid per invoice upon completion  
Term of Agreement: January 1 – June 30, 2012  
Source of Funding: Accreditation funds

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

IC Name: Beutter, Daniel  
Services: Band to perform at end of semester event  
Payment Schedule/Compensation: \$500, to be paid after performance  
Term of Agreement: December 7, 2011  
Source of Funding: ASGWC funds

IC Name: Next Vista for Learning c/o Hurley, Rushton  
Services: Presenter for 16th Annual Educator Institute  
Payment Schedule/Compensation: \$3,250, to be paid per invoice on day of presentation  
Term of Agreement: April 1-3, 2012  
Source of Funding: RHORC Trust or EWD grant funds

IC Name: PGINET Consulting  
Services: Coordinate CoastPathways.com functionality changes and enhancements for CTE project.  
Payment Schedule/Compensation: \$9,400, to be paid per invoice upon completion.  
Term of Agreement: November 17, 2011 – January 31, 2012  
Source of Funding: CTE Perkins funds

IC Name: Rojas, Clarissa  
Services: Chicano/Latino College Day Keynote Speaker  
Payment Schedule/Compensation: \$300, to be paid upon completion  
Term of Agreement: December 2, 2011  
Source of Funding: Outreach Events: Chicano Latino Conference - General funds.

**Subject**            **16.02 OCC Independent Contractors**  
**Meeting**            Nov 16, 2011 - Regular Meeting  
**Category**           16. Authorization for Independent Contractors  
**Access**             Public  
**Type**                Consent

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

**UNDER 10,000**

IC Name: Dixon, Frank  
Services: Guest Speaker for Art Class  
Department: Visual and Performing Arts/ Dance  
Payment Schedule/Compensation: Total Contract Amount \$200.  
Term of Agreement: November 18, 2011 - December 17, 2011  
Source of Funding: To be paid from ancillary funds

IC Name: Dunn, Jan  
Services: Guest Lecturer for Dance Injury Prevention workshop  
Department: Visual and Performing Arts/ Dance  
Payment Schedule/Compensation: Total Contract Amount \$150.  
Term of Agreement: November 17 - December 17, 2011  
Source of Funding: To be paid from ancillary and ASOCC funds

IC Name: Ramirez, Debbie  
Services: Costume Design for Theatre Dept. Production of Dead Letter Office  
Department: Visual and Performing Arts/ Theatre  
Payment Schedule/Compensation: Total Contract Amount \$200.  
Term of Agreement: November 17 – November 20, 2011  
Source of Funding: To be paid from ancillary and ASOCC funds

IC Name: Weiss, Mitchell  
Services: Web Design for Dance Dept.  
Department: Visual and Performing Arts/ Dance  
Payment Schedule/Compensation: Total Contract Amount \$1,000.  
Term of Agreement: November 28, 2011 - December 9, 2011  
Source of Funding: To be paid from ancillary and ASOCC funds

**OVER 10,000**

IC Name: SPS Pros, Inc.  
Services: Evaluate the current farm configuration and identify any issues that do not comply with Microsoft best practices. This process would be inclusive of Hardware, SharePoint configuration, SQL configuration, information architecture, and content implementation.  
Payment Schedule: To be paid upon submittal of invoice as work is completed in two installments (end of January and end of February). Nine modules satisfactorily completed at the rate of \$150 per hour for a total of 112 hours. Contract amount not to exceed \$16,800.  
Term of Agreement: January 1, 2012 - February 29, 2012  
Source of Funding: To be paid from ancillary funds.

**Subject**           **16.03 CCC – Independent Contractors**  
**Meeting**           Nov 16, 2011 - Regular Meeting  
**Category**         16. Authorization for Independent Contractors  
**Access**           Public  
**Type**             Consent

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

**\$10,000 AND OVER**

IC Name: Austin, Natalie

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$12,140 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Drye, David

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$19,800 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Hill, Kalina

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$25,728 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Hughes, Richard Douglas

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$10,145 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Kilby, Shelton

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$13,704 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Lawson, Gloria

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$11,808 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Lutz, Betty

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$16,800 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Menges, Joel

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$18,368 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Miscione, Alexander

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$23,600 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Nakanishi, Katrina

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$10,740 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Reardon, Diane

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$18,558 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Reteguiz, Kimberly

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$14,904 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Thomas, Michelle

Services: Contract Education Military Program outreach and support services on-site at military installations.

Payment Schedule/Compensation: \$25,800 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

IC Name: Warrick, Robert

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$27,000 paid in monthly increments, upon receipt and approval in invoices.

Term of Agreement: January 1, 2012 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

IC Name: Wills, Kimberly

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$14,521 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

UNDER \$10,000

IC Name: Abram, Erin

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$9,460 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

IC Name: Chapman, Sue

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$6,535 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

IC Name: Choi, Ann

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$3,888 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

IC Name: Davis, Roderick

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$6,160 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

IC Name: Fellows, Brandy

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$6,560 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: January 1, 2012 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

IC Name: Flint, Foster

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$3,713 paid in monthly increments, upon receipt and approval of invoices.



Term of Agreement: January 1, 2012 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

IC Name: Herald, John

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$4,194 paid in monthly increments, upon receipt and approval of invoices.  
Term of Agreement: January 1, 2012 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

IC Name: Jasinski, Cheryl

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$3,312 paid in monthly increments, upon receipt and approval of invoices.  
Term of Agreement: January 1, 2012 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

IC Name: Shadday, Diana

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$5,533 paid in monthly increments, upon receipt and approval of invoices.  
Term of Agreement: January 1, 2012 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

IC Name: Gold Star International, Inc. – Education Division

Services: Provide program assessment of Contract Education EBUS pilot program at Xiang Jiang High School in China.

Payment Schedule/Compensation: \$9,500, paid upon receipt and approval of invoice.  
Term of Agreement: November 17, 2011 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

IC Name: Stinson, Monique

Services: Contract Education Military Program outreach and support services on-site at military installations.  
Payment Schedule/Compensation: \$4,256 paid in monthly increments, upon receipt and approval of invoices.  
Term of Agreement: January 1, 2012 – June 30, 2012  
Source of Funding: Contract Education ancillary funds

IC Name: Ardrey, Stephanie

Services: Specialized workshops conducted for Core and Universal clients at the Irvine and Westminster Orange County One-Stop Centers.  
Payment Schedule/Compensation: \$2000 paid as services rendered and upon receipt and approval of invoice. Workshop series will be conducted by June 30, 2012.  
Term of Agreement: November 23, 2011 – June 30, 2012  
Source of Funding: OC One-Stop Center funds

IC Name: Tyrell-Smith, Tim

Services: Specialized workshops conducted for Core and Universal clients at the Irvine and Westminster Orange County One-Stop Centers.  
Payment Schedule/Compensation: \$2000 paid as services rendered and upon receipt and approval of invoice. Workshop series will be conducted by June 30, 2012.  
Term of Agreement: November 23, 2011 – June 30, 2012  
Source of Funding: OC One-Stop Center funds

**Subject**            **16.04 DIS - Independent Contractors**  
**Meeting**            Nov 16, 2011 - Regular Meeting  
**Category**           16. Authorization for Independent Contractors  
**Access**             Public  
**Type**                Consent

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

**\$10,000 and Over**

**IC Name:** Rod Blythe Investigations

**Services:** Conduct specialized investigation at the direction of the District's General Counsel

**Payment Schedule/Compensation:** \$75 per hour plus mileage at \$.55 per mile; Not to exceed \$15,000.

**Terms of Agreement:** November 17, 2011 – June 30, 2012

**Source of Funding:** District Funds

## **17. Approval of Purchase Orders**

---

**Subject**        **17.01 DIS - Purchase Orders**  
**Meeting**        Nov 16, 2011 - Regular Meeting  
**Category**       17. Approval of Purchase Orders  
**Access**         Public  
**Type**            Consent

### **File Attachments**

[Final PO Board List.pdf \(10 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0325789	Systems Continuity Annual software maintenance support agreement	GWC	5638	38,461.00
P0325728	Community College League of Calif CCC Library subscriptions	CCC	5306	33,405.10
P0325753	Arxis Technology Inc Software service maintenance agreement renewal	OCC	5699	23,737.50
P0325787	Fishnet Security Annual software service maintenance agreement	GWC	5638	15,454.90
P0325736	Raubolt Consulting Services Inc IC for assessment of IT Departments & benchmark criteria	DIS	5112	14,400.00
P0325766	Goodwill of OC Open PO for interpreting services	OCC	5899	10,000.00
P0325779	Evisions Inc	DIS	5638	8,216.00
P0325763	Dell Higher Education	CCC	6412	7,342.62
P0325762	Baker & Taylor	GWC	6301	6,588.91
P0325788	West Coast Technology	GWC	5638	5,350.00
P0325791	Numara Software	GWC	5638	4,415.51
P0325775	Medical Billing Technologies Inc	OCC	5899	3,600.00
P0325798	Advanced Web Offset Inc	GWC	4321	3,264.83
P0325747	Sehi Computer Products Inc	GWC	4315	3,103.20
P0325790	En Pointe Technologies Inc	GWC	5638	3,041.09
P0325744	Bill's Camera	GWC	4312	3,000.00
P0325770	Time Dated Services	DIS	4310	2,800.00
P0325781	Software Secure Inc	OCC	5699	2,800.00
P0325745	SARS Software Products Inc	GWC	5699	2,700.00
P0325759	Sports Facilities Group Inc	OCC	5657	1,950.00
P0325737	HB Magazine	GWC	5850	1,920.00
P0325800	Academic Credentials Evaluation Institute	OCC	5899	1,500.00
P0325768	Henry Schein Inc	OCC	4312	1,324.87
P0325748	GovConnection Inc	DIS	4315	1,250.00
P0325727	Cal-Olympic Safety	GWC	4312	1,232.65
P0325772	Hardy Diagnostics	OCC	4312	1,184.13
P0325740	Fisher Scientific	CCC	4312	1,116.98
P0325756	Klinger Educational Products	OCC	4312	1,097.50
P0325767	Amico Scientific Corp	OCC	4312	1,061.73
P0325785	B & H Photo-Video	OCC	4312	1,058.51
P0325752	Dell Higher Education	OCC	4312	1,014.89
P0325733	Austin Hardwoods	CCC	4312	1,000.00
P0325735	ocdm marketing	CCC	4321	1,000.00
P0325773	L-1 Enrollment Services Division	DIS	5899	1,000.00
P0325761	David Grant Inc	OCC	5638	964.36
P0325719	KAMC	OCC	5850	800.00
P0325730	Home Depot	GWC	4312	800.00

## Purchase Orders

P0325780	Memory Suppliers Inc	OCC	4312	743.48
P0325771	Health Fax	DIS	5899	708.00
P0325726	Quartermaster OC	CCC	4312	700.00
P0325715	Mettler-Toledo Inc	OCC	4312	683.74
P0325718	Learning Seed LLC	OCC	4312	680.74
P0325758	Universal Medical Inc	OCC	4312	659.97
P0325741	Fisher Scientific	CCC	4312	613.48
P0325757	Aardvark Clay Supply	OCC	4312	600.00
P0325776	Metroline Inc	DIS	4315	565.69
P0325739	Fisher Scientific	CCC	4312	547.41
P0325769	Herff Jones - Cap & Gown Div	DIS	4312	501.35
P0325720	CCIE	DIS	5320	500.00
P0325743	Calif Stage & Lighting	CCC	4401	500.00
P0325783	Physician Sales & Service Inc	GWC	4312	500.00
P0325784	Pocket Nurse	GWC	4312	500.00
P0325721	NCMPR	DIS	5320	450.00
P0325795	Crucial Technology	GWC	4315	428.07
P0325786	Fisher Scientific	OCC	4312	425.51
P0325714	Follett Higher Education Group Inc #1180	CCC	4285	422.38
P0325793	Web Active Directory LLC	GWC	5638	416.00
P0325722	Home Depot	OCC	4312	391.44
P0325732	Thorn-Smith Labs	GWC	4312	350.33
P0325723	Calif Stage & Lighting	OCC	4312	344.42
P0325717	Films Media Group	OCC	4312	344.09
P0325760	Fountain Valley Chamber of Commerce	CCC	5320	321.00
P0325731	Art Supply Warehouse	GWC	4312	300.00
P0325746	Office Depot	GWC	4312	300.00
P0325774	Crown Ace Hardware	OCC	4312	300.00
P0325778	Office Depot	OCC	4312	300.00
P0325750	Corporate Business Interiors Inc	OCC	4312	290.35
P0325725	Sigma-Aldrich Inc	GWC	4312	270.00
P0325801	Digi-Key Corp	OCC	4312	257.89
P0325716	Renwes Appliances Inc	OCC	4312	249.42
P0325738	Bestblanks	GWC	4312	244.49
P0325765	Super Duper Publications	OCC	4312	239.31
P0325734	LAMA Books	CCC	4285	228.98
P0325742	Art Supply Warehouse	GWC	4312	225.00
P0325792	Office Depot	GWC	4312	223.73
P0325754	Omaha Airplane Supply	OCC	4312	200.00
P0325794	Office Depot	GWC	4312	200.00
P0325764	Cleverbridge Inc	OCC	5638	199.99
P0325782	CCAR	GWC	5699	199.00
P0325796	Office Depot	GWC	4312	163.35
P0325724	Amazon.com	DIS	4312	163.31
P0325755	Nuance Communications Inc	OCC	5699	150.01
P0325729	Follett Higher Education Group Inc #1181	GWC	4312	150.00
P0325777	GovConnection Inc	DIS	4315	100.14
P0325751	Office Depot	OCC	4312	78.29
P0325749	Computerland of Silicon Valley	GWC	5699	67.00

P0325797	Office Depot	OCC	4315	18.26
	<b>Total</b>			<b><u>\$230,971.90</u></b>

**Object Code Legend**

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

## 18. Ratification / Approval of Checks

---

**Subject**        **18.01 DIS - Ratification/Approval of Checks**  
**Meeting**        Nov 16, 2011 - Regular Meeting  
**Category**       18. Ratification / Approval of Checks  
**Access**         Public  
**Type**            Consent

### File Attachments

[Check Approval 11-16-11.pdf \(151 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
162045	Kaiser Foundation Health Plan Inc Medical Premiums	305,910.04
162177	Medco Health Solutions Inc Medical Prescription Claims	269,704.58
162041	Coast Community College Dist Medical Claims	160,457.97
162042	Coast Community College Dist Medical Claims	144,691.83
162007	Southern Calif Edison Co Districtwide Electricity	140,033.00
161777	Oracle Corp Renewal of Oracle software license and support	101,529.12
162122	OC Sanitation District 2011-2012 Sewer Service Fees	81,127.00
162091	Constellation NewEnergy Inc Districtwide Electricity	48,405.49
161955	PK Mechanical Systems Inc Newport Beach Learning Center Bid 1994	38,002.00
161928	The Irvine Co LLC Lease payment for One Stop Center, Irvine	36,007.12
162084	Atkinson Andelson Loya Ruud & Romo District Legal Service	32,875.94
162141	ScriptLogic Corp OCC Software Service Maintenance 2011-2014	32,146.56
162043	Delta Health Systems Medical Administrative Fees	28,302.50
161892	OC Treasurer-Tax Collector OCC Property Tax 2011-2012	25,776.58
162088	CCCD Student Refunds	20,762.15
161980	Follett Higher Education Group Inc #1180	18,596.44
162066	ROI Networks Inc	18,348.96
162040	Anthem Blue Cross	17,211.27
161942	Xerox Corp	16,709.44
161799	SunGard Higher Education Inc	15,300.00
162111	Iron Speed Inc	13,500.00
161879	Mesa Consolidated Water Dist	13,153.30
162146	Southern Calif Edison Co	12,911.15
162033	Dennison Electric Inc	11,049.00
161843	Business Properties Partnership No 15	10,624.06
161834	AmCom Software	10,425.00



161820	Xerox Corp	10,222.92
161931	Vasquez & Co LLP	10,000.00
161953	B & P Services Inc	9,960.00
161896	OC Treasurer-Tax Collector	9,848.00
161722	CCCD Student Refunds	9,447.42
162168	OCC Food Services	9,396.15
161732	Eaton Corp	9,119.00
162038	Sea Clear Pools Inc	7,852.52
162026	Xerox Corp	7,595.69
161954	Construction Testing & Engineering Inc	6,672.00
162014	Townsend Public Affairs Inc	6,550.00
162161	Thyssenkrupp Elevator	6,192.00
162062	Postmaster	6,000.00
161804	The Gas Co	5,988.55
162116	Mesa Consolidated Water Dist	5,685.19
162106	Harland Technology Services	5,594.00
162031	Anderson Charnesky Structural Steel Inc	5,521.00
162133	Postmaster	4,954.93
161973	CommunityForce Inc	4,850.00
162070	Union Bank	4,461.89
161801	Terremark North America Inc	4,235.00
161841	Automated Power Technologies	4,150.00
161713	B & H Photo-Video	4,132.60
161988	HRMS Inc	4,000.00
162034	Dennison Electric Inc	3,980.00
161830	Eleanor Huang	3,928.09
161724	Certified Transportation Services Inc	3,875.69
162039	Superior Wall Systems Inc	3,600.00
161705	AT & T	3,550.90
161766	Mezun.com Inc	3,500.00
161728	CR & R Inc	3,441.42
161831	Keenan & Associates	3,375.00
161960	ALC Press Inc	3,188.00
161984	Getty Images (US) Inc	3,150.00
162076	AACC	3,150.00
162167	Lale Yurtseven	3,000.00
161883	MSC Industrial Supply Co	2,984.44
161774	OCE'	2,974.77
161776	On-Site LaserMedic Corp	2,903.66
161964	ASCAP	2,903.26
161723	CCCD-Cash Clearing	2,901.86
161753	ii Fuels, Inc	2,897.23
162090	Coast Community College Dist	2,395.00
161914	Refrigeration Supplies Distrib	2,312.70

161805	Thomas Gleim Investigations	2,287.50
161829	CCCD Workers Comp Trust Fund	2,249.60
161778	Out of the Box Events LLC	2,020.00
161897	OCC Ancillary #1000-10700-0000	2,020.00
162024	Willdan Financial Services	2,000.00
162057	Steve Linthicum	2,000.00
162140	Amy Schulz	2,000.00
162149	State Center Community College District	2,000.00
161972	Community College League of Calif	1,985.00
161865	KAP7 Int'l Inc	1,939.50
162159	Thompson Building Materials	1,923.28
161840	AT & T	1,911.96
161795	South Coast Air Quality Mgmt District	1,911.11
161996	OCLC Inc	1,881.33
161847	CI Solutions	1,869.53
161854	Daniels Tire Service	1,858.19
161793	Smith Pipe & Supply Inc	1,847.50
161786	Rhino Electric Supply	1,822.80
162075	A-Z Wholesale Floral Supply Inc	1,731.82
161995	Nextel Communications	1,709.11
161978	Daniel Exley	1,600.00
161819	Verizon Wireless	1,560.06
161902	Pacific Parking Systems Inc	1,559.10
161983	Gale Group Inc	1,532.78
162134	Omid Pourzanjani	1,500.00
162154	TechRoom Inc	1,500.00
161992	Minitex	1,427.00
162136	Rhino Electric Supply	1,407.75
161899	Office Depot	1,400.56
162077	ABTECH	1,400.00
162067	Saddleback Materials Co Inc	1,392.67
162152	Sy Nielson Service Inc	1,372.00
162074	Unum Ltc	1,364.00
162002	Rutan & Tucker LLP	1,350.00
161779	Jerry Patterson	1,329.18
161796	Southern Calif Edison Co	1,309.04
162079	Apple Computer Inc	1,300.40
162165	Workplace Resource	1,291.23
161709	AT & T	1,271.44
162071	Western Graphics Plus	1,255.25
162035	Dennison Electric Inc	1,228.00
162157	The Gas Co	1,226.86
161880	Mesa Golf Carts Inc	1,226.38
162072	Xerox Corp	1,220.16

161741	Deborah Goldstick	1,200.00
162050	JoAnn Carter-Wells	1,200.00
162009	SVM LP	1,194.95
161894	OC Treasurer-Tax Collector	1,184.72
162147	Spicers Paper Inc	1,155.65
162130	Office Depot	1,148.93
161725	Chem Pro Laboratory Inc	1,140.00
162036	Pierre Sprinkler & Landscape	1,125.00
162046	ACS Education Services Inc	1,105.95
162107	Henry Schein Inc	1,105.73
162059	Office Depot	1,090.47
162051	Certified Transportation Services Inc	1,074.68
161716	Blick Art Materials	1,070.65
161708	AT & T	1,058.39
162023	David Whyte	1,026.00
161876	MailFinance Inc	1,025.99
162055	Golden Trophy & Awards	1,018.67
162094	Digi-Key Corp	995.43
162162	Time Warner Cable	988.87
162163	Time Warner Cable	975.89
161730	Dept of Justice	924.00
162095	Discount School Supply	915.78
161767	News Publishers Press	905.00
161994	News Publishers Press	905.00
161855	Dell Higher Education	891.30
162126	OC Wholesale Flowers	880.86
161775	Office Depot	874.96
161750	Home Depot	858.13
161863	Iron Mountain	840.81
161882	MSC Industrial Supply Co	795.37
162078	Allied Refrigeration Inc	785.58
161893	OC Treasurer-Tax Collector	750.86
161748	Deborah Henry	750.00
162142	Sehi Computer Products Inc	715.39
161997	Office Depot	711.96
162101	Kimberly Garrison	700.00
162115	Shana Menaker	700.00
162097	ESHA Research	699.00
162176	Medco Health Solutions Inc	689.23
161961	Alchemy Solutions Inc	660.00
161903	Pacific Typewriter & Communications Inc	649.00
162073	Amer Fidelity Assurance	647.50
161909	Powertron Battery Co	645.85
162011	TALX Corp	641.00

162138	Samy's Camera	640.74
161849	City of Westminster	637.23
162032	Anderson Charnesky Structural Steel Inc	614.00
162048	B & P Services Inc	613.41
162110	Nga Thi Hong	600.00
162098	Federal Express Corp	588.77
162044	First Health	559.30
162085	Bear Communications Inc	544.48
162061	Pacific Blue Micro	542.50
162148	Sport Chalet Team Sales	538.61
161798	Stanley Convergent Security Solutions Inc	528.00
162003	Saddleback Materials Co Inc	527.98
161921	Southern Calif Edison Co	506.65
162054	Gale Group Inc	501.58
161833	Aguillon, Ana Marie	500.00
161836	Arabaca, Corazon M.	500.00
161846	Chung, Yeon Sook	500.00
161859	Hamedani, Shirin Greest	500.00
161862	Huang, Dongping	500.00
161866	Kennen, Wendy	500.00
161869	Le, Que Lan Thi	500.00
161870	Jueune Lee	500.00
161871	Lee, Sun Young	500.00
161873	Lin, Susan	500.00
161875	Ma, Khin H.	500.00
161929	United Parcel Service Inc	500.00
161933	Vo, Ha	500.00
161943	Yoon Shin, Tae Hee	500.00
161971	Community College League of Calif	500.00
162119	Mile Square Golf Course	500.00
161877	Main Electric Supply Co	499.44
162128	ocdm marketing	498.01
161884	Nextel Communications	492.26
162153	Talcott Communications	485.00
161783	Rain Bird Services Corp	452.40
162112	Island Florals	444.21
161726	City of Newport Beach	443.19
162125	OC Treasurer-Tax Collector	443.18
161861	Home Depot	433.25
161975	Dell Higher Education	431.52
162109	Home Depot	430.68
161987	Home Depot	427.38
162135	Priority Mailing Systems LLC	423.97
162150	Stater Bros Markets	415.93

161913	Pyro-Comm Systems Inc	414.65
162089	Children's Group	404.83
162164	VWR Int'l Inc	396.38
162131	Pharmedix	390.62
161742	Grainger	390.27
161720	Calif Tool Welding Supply	388.01
162117	Mesa Golf Carts Inc	383.11
162143	Andreea Serban	377.65
162100	Fry's Electronics	373.80
161895	OC Treasurer-Tax Collector	371.02
161990	Matthew Bender & Co Inc	363.57
162019	Verizon Wireless	361.71
161714	Baker & Taylor	360.88
162160	Thomson West	356.55
161757	Lab Safety Supply	355.81
161940	Weekly Reader Corp	352.26
162151	Storefront Door Repair	350.00
161747	Hardy Diagnostics	348.46
161891	OC Register	347.39
162121	MSC Industrial Supply Co	340.03
162103	Go With Jo Travel	331.40
161915	Rhino Electric Supply	330.18
162012	Theodore Robins Ford	323.47
161932	Verizon California	321.34
161967	Bear Communications Inc	316.56
161991	Mesa Golf Carts Inc	312.10
161999	PL Hawn Co Inc	306.40
161842	Bee Busters Inc	300.00
161812	US Bank	298.81
161773	OC Farm Supply Inc	293.00
161906	Pitney Bowes Inc	292.01
161851	Computerland of Silicon Valley	285.00
162137	Safety 1st Pest Control Inc	283.50
161701	Amer Council on Education	282.12
161989	Iron Mountain	270.61
161908	PL Hawn Co Inc	270.24
162105	Karen Harelson	268.06
161752	Anthony Iacopetti	250.00
162166	Xerox Corp	248.50
161765	Mesa Golf Carts Inc	246.90
161965	B & P Services Inc	243.08
162114	Medical Arts Press	235.94
161919	Shell Oil	231.04
162020	Wards Natural Science	227.15

161715	Battery Systems Inc	225.98
162027	Dept of Social Services	220.00
161735	Follett Higher Education Group Inc #1181	216.26
161811	Turf Tire Distributors	210.11
162113	Kelly Paper	205.26
162015	Thao Tran	203.94
161743	Ashley Graves	202.97
161966	Dibakar Barua	200.00
161986	Haz Party Rentals	200.00
161702	Art Supply Warehouse	198.28
161838	Art Supply Warehouse	198.28
162047	Amazon.com	197.79
161791	Siemens Industry Inc	196.40
162006	Shred Confidential Inc	195.00
161758	Lakeshore Learning Materials	186.32
161881	Minuteman Plumbing & Drains	185.00
161744	GWC Petty Cash	184.40
161832	Accurate Termite & Pest Control	184.00
161962	Andtech Corporation	182.03
161911	Prudential Overall Supply Co	175.19
161976	Dunn-Edwards Corp	172.99
162124	OC Treasurer-Tax Collector	166.62
162022	West Payment Center	166.26
161956	Aardvark Clay Supply	165.62
162093	Dell Higher Education	165.47
162086	BJ Bindery Inc	164.21
161848	City of Fountain Valley	161.20
161737	FRS Environmental	160.60
161759	Adam Lee	160.00
161904	Pak West Paper & Packaging	159.36
161963	Cristina Arellano	155.40
162060	Deborah Orrill	155.36
161789	Shinoda Design Center Inc	154.30
162017	Paul Van Ast	152.14
161868	Mai Le	151.86
161922	Storage Place	150.00
162010	Sweet Lou's BBQ	150.00
162013	Thomson Reuters/Barclays	150.00
161930	Paul Van Ast	149.23
161780	Diep Pham	144.30
162068	SIGMAnet Inc	141.65
161878	McMaster-Carr	140.25
162158	The Gas Co	137.38
161790	Shred Confidential Inc	136.50

161998	Orange Coast Auto Repair	134.51
162120	Minuteman Plumbing & Drains	133.46
161749	Karen Hinton	132.03
161920	Siemens Industry Inc	128.41
162052	Dunn-Edwards Corp	125.29
162037	Pierre Sprinkler & Landscape	125.00
162087	Brodart Co	122.21
162156	The Gas Co	119.81
161887	Lien Nguyen	119.75
161924	Russell Terry	117.85
161731	Stephanie Dumont	117.78
161885	Jimmy Nguyen	117.78
161888	Tri Nguyen	117.78
161813	US Foodservice	117.32
162021	Waxie Sanitary Supply	114.86
162145	Smardan Supply Co-Orange Coast	114.14
161968	Lisa Becker	114.00
161985	Claudia Goodwin	114.00
162025	Frank Woodard	114.00
161746	Harbor Freight Tools	113.00
161794	South Coast Air Quality Mgmt District	112.85
162049	BJ Bindery Inc	112.01
162004	Safety & Fire Equipment Co Inc	112.00
161817	Verizon California	111.28
162139	Penny Schibsted	109.89
161733	Joseph Filson	108.78
161788	Denise Sekins	103.80
161700	Alan's Lawnmower & Garden Ctr Inc	103.40
161974	CTI-Valueline	101.42
161764	Richard Mathias	100.54
161815	Paul Van Ast	100.00
161944	Tracy Young	98.81
162005	Security Signal Devices	97.95
161917	Michelle Sambrano	97.72
161923	Russell Terry	97.72
161734	Joseph Filson	97.15
161886	Jimmy Nguyen	97.15
161889	Tri Nguyen	97.15
161982	Fry's Electronics	96.96
161845	Deepak Chauhan	95.00
161959	Alan's Lawnmower & Garden Ctr Inc	94.13
161770	Ailene Nguyen	93.00
161787	San Diego City College	91.59
161768	Ailene Nguyen	90.00

162104	Mireille Halley	89.72
161772	Christina Nguyen	88.00
161810	Martha Tran-Nguyen	87.16
161756	Richard Kudlik	84.36
162102	Gaylord Bros Inc	84.00
161806	Time Warner Cable	82.94
161970	Elaine Colvin	82.67
161864	JW Pepper & Son Inc	82.25
161721	Elizabeth Caluag	81.59
162123	OC Speaker Inc	79.00
162018	Verizon California	77.92
161957	ABC Companies	76.99
161850	Community Lock & Safe Service	75.88
161969	Evelyn Bell	74.17
161784	Amy Rangel	73.54
161856	Federal Express Corp	73.45
161745	GWC Student Health Center	72.00
162008	Stater Bros Markets	69.32
162155	Karen Thayer	68.15
162118	Micro Center	68.09
161718	Hoai-Huong Bush	65.00
161763	Earnest Marchbank	65.00
161918	Michelle Sambrano	65.00
161771	Christina Nguyen	64.00
161802	Amy Thach	63.83
161837	Aramark Uniform Services	62.98
161979	Federal Express Corp	62.94
161993	MSC Industrial Supply Co	61.64
162092	Crown Ace Hardware	61.37
161936	Lynn Walker	60.88
162083	AT & T	60.32
162056	Home Depot	58.88
162080	Aramark Uniform Services	58.85
161898	OCC Food Services	58.63
161803	The Gas Co	51.34
161867	Andrea Lane	51.05
162081	Art Supply Warehouse	50.53
161729	Crown Lift Trucks	50.00
161860	Henry Schein Inc	49.90
162099	Follett Higher Education Group Inc #1094	49.73
161717	Zhenghong Broyles	48.84
161727	Constellation NewEnergy Inc	47.67
161981	Follett Higher Education Group Inc #1181	46.84
161792	Sims-Orange Welding Supply Inc	46.71



162053	Eversoft	44.82
162096	John Eriksen	44.40
161835	Apple Computer Inc	43.05
162129	OCE'	42.57
161852	Constellation NewEnergy Inc	40.40
161719	Hoai-Huong Bush	40.00
161762	Earnest Marchbank	40.00
161807	Times Community News	40.00
161769	Ailene Nguyen	39.96
161818	Verizon California	39.89
161916	Timothy Rigney	38.64
161754	Daniel Johnson	38.63
162144	Shinoda Design Center Inc	37.93
161710	AT & T	37.70
161839	AT & T	37.19
161703	Arts & Antiques	35.00
162127	OCC Food Services	34.95
162016	Triarch Inc	34.25
161927	The Gas Co	32.88
161912	Prudential Overall Supply Co	32.45
161781	Pitney Bowes Presort Services Inc	31.34
161874	Vinicio Lopez	30.17
161755	Cheryl Jupiter	30.00
161938	Daniel Weber	30.00
161939	Daniel Weber	30.00
161814	USA Mobility Inc	29.54
161926	Mary Thayer	28.20
161857	Follett Higher Education Group Inc #1181	27.44
161900	Charles Oostdyk	27.09
161800	Oscar Tabije	26.00
161872	Joseph Leibrandt	26.00
161739	Efren Galvan	25.82
161816	Verizon California	25.54
161809	Traditional Home Magazine	24.00
161853	Crown Ace Hardware	23.65
162069	Sparkletts	23.15
161890	Craig Oberlin	22.65
161910	Glen Profeta	22.65
162001	Prudential Overall Supply Co	21.96
162064	Prudential Overall Supply Co	21.96
161808	Tomark Sports	21.55
161925	Deborah Tetnowski	21.54
161740	Garden Design	21.00
162000	Prudential Overall Supply Co	20.93

162065	Prudential Overall Supply Co	20.93
161736	Ann French	20.43
161905	Brenda Perdue	20.00
161785	Renovation Style Magazine	19.97
161760	Luxe	19.95
161941	James West	19.82
161934	Max Vorathavorn	19.77
161844	Michael Carrizo	19.36
161901	Babak Ostovarpour	19.32
161907	Pitney Bowes Presort Services Inc	17.76
161782	Prudential Overall Supply Co	17.73
162063	Prudential Overall Supply Co	17.73
161977	Jeffrey Evans	16.16
161704	AT & T	15.64
161751	Catherine Hutchison	14.60
161738	Paula Fullerton	14.33
161712	AT & T	14.10
161937	Jutaporn Wareham	13.22
162108	Deborah Hirsh	12.21
162132	Pitney Bowes Presort Services Inc	12.10
162082	AT & T	11.04
161797	Southern Living	10.00
161935	Max Vorathavorn	8.22
161761	Anthony Maciel	6.00
161958	Darian Aistrich	5.18
161706	AT & T	5.12
161858	GWC Student Activities #4031	5.00
162058	OCE' Financial Services Inc	2.57
161711	AT & T	1.27
161707	AT & T	0.73

Total

\$2,016,105.57

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

---

**Subject**            **19.01 DIS - Check List for General Obligation Bond Fund**

**Meeting**            Nov 16, 2011 - Regular Meeting

**Category**            19. Check List for General Obligation Bond Fund

**Access**             Public

**Type**                Consent

### **File Attachments**

[Check Approval Bond 11-16-11.pdf \(15 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
161825	PH Hagopian Contractor Inc OCC Classroom Refurbishment Project Bid 1995	323,996.95	420279
161950	Honeywell Int'l Inc OCC Campus Security Surveillance Expansion	290,000.00	420294
162175	PH Hagopian Contractor Inc OCC Classroom Refurbishment Project Bid 1995	195,324.52	420279
161824	HC Olsen Construction Co Inc OCC Upgrade Baseball Field Bid 1996	132,979.00	420228
161823	CPU Computer Repair OCC Upgrade Information Technology	31,478.17	420236
161826	TYR Inc	24,920.00	420356
161828	TYR Inc	24,392.00	420356
161821	Amer Fire & Casualty Co	19,961.37	420356
161951	UCMI Inc	17,760.00	420894
161952	Vector Resources Inc	16,386.38	420356
161827	TYR Inc	15,514.00	420356
162174	MS Rouse Co	8,175.00	420207
161949	Fisher Scientific	5,771.55	420207
162029	Professional Plumbing Inc	4,700.00	420207
161947	Diversified Window Coverings Inc	3,704.00	420207
162028	LPA Inc	2,511.92	420894
162030	Tri-State Materials Inc	1,581.58	420283
161822	Carter Brothers Fire & Life Safety	1,565.50	420279
161945	Dell Higher Education	1,056.03	420207
162170	Exemplis Corp	837.00	420207
161948	Doja Inc	630.00	420894
162172	Keenan & Associates	455.81	420207
161946	Digital Networks Group Inc	348.56	420279
162169	Dell Higher Education	335.86	420207
162173	Keenan & Associates	109.31	420233
162171	Keenan & Associates	13.41	420233

**Total****\$1,124,507.92**

## **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

---

<b>Subject</b>	<b>20.01 OCC - Approve Non Standard Agreement between Smarthinking, Inc. and Coast Community College District</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Discussion

### **Approve Non Standard Agreement between Smarthinking, Inc. and Coast Community College District**

**Background:** Orange Coast College has been using Smarthinking online tutoring services since September, 2009. To date, OCC students have used approximately 1,800 online tutoring hours. Smarthinking is an electronic tutoring resource available to all OCC registered students, and is available 24 hours a day, 7 days a week. Peak times have been late night, or when the Student Success Center is typically closed.

**Goal/Purpose:** Smarthinking provides 24 hour on-line tutoring help free to OCC students. This program enhances the goal of the Title III Grant which is to enhance student progress, achievement rate, persistence rate and course completion rate for basic skills courses. The Title III Grant Annual Performance Report of 2009 exhibits that these rates are increasing with the use of several Grant Programs including Smarthinking.

**Comments:** Since Title III Grant will expire in November, 2013, the Title III Steering Committee recommends the grant fund 36 months of uninterrupted online tutoring services and annual service fees so as to continue to offer these services without putting additional burden on the General Fund.

**Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that authorization be given to enter into a non-standard agreement between Smarthinking Inc. and Coast Community College. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #4)

**Fiscal Impact:** \$111,000 for 4,400 hours of tutoring services and \$9,000 for annual fees (for 3 years) totaling \$120,000 to be paid out of Title III Grant Funds

#### File Attachments

[Smarthinking Inc..PDF \(265 KB\)](#)

**Subject**            **20.02 DIS - Approve Second Amendment to the Lease Agreement between SoCal/KOCE-TV Foundation and Coast Community College District**

**Meeting**            Nov 16, 2011 - Regular Meeting

**Category**           20. Approval of Agreements

**Access**             Public

**Type**                Consent

**Approve Second Amendment to the Lease Agreement between SoCal/KOCE-TV Foundation and Coast Community College District**

1. **Background:** A Lease Agreement between SoCal/KOCE-TV Foundation and the Coast Community College District was approved by the Board of Trustees on November 7, 2007. The term of the Lease Agreement was from November 1, 2007 to November 1, 2011.
2. **Goal/Purpose:** To extend the term of the agreement by two years to November 1, 2013, and to amend the First Amendment of the Lease Agreement to reflect the reduction in square footage of the leased property and to relate this reduction to a decrease in rent due from SoCal/KOCE-TV to Coast Community College District.
3. **Comments:** This Second Amendment includes the first reference to the specific reduction in square footage that was not included in the First Amendment to the Lease Agreement.
4. **Recommendation Statement:** After review by the Vice Chancellor of Administrative Services and District General Counsel, it is recommended by the Chancellor that the Board approve the Second Amendment to the Lease Agreement between SoCal/KOCE-TV Foundation and Coast Community College District. The Board President, or designee, is authorized to sign the Amendment to Lease Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #5)
5. **Fiscal Review & Impact:** Monthly rent from \$6,666.67 to \$2,037.68.

**File Attachments**

[districtpbssocalleaseamendmttwo4-111028.pdf \(156 KB\)](#)

**Subject**        **20.03 DIS - Approval of Agreement with the Coast Community College District Enterprise, Inc, and the Coast Community College District Foundation**

**Meeting**        Nov 16, 2011 - Regular Meeting

**Category**       20. Approval of Agreements

**Access**         Public

**Type**            Discussion

**Approval of Agreement with the Coast Community College District Enterprise, Inc., and the Coast Community College District Foundation**

After review by the District General Counsel and the Secretary of the Board it is recommended by the Chancellor that the Board approve the Agreement with the Coast Community College District Enterprise and Coast Community College District Foundation. This Agreement has been reviewed by the Board of Directors of the Coast Community College District Enterprise Inc. and will be submitted to the Board of Directors of the Coast Community College District Foundation for approval on or before January 18, 2012. The President of the Board of Trustees, or designee, is authorized to sign the Agreement, indicating approval by the Board.



**Subject**            **20.04 DIS - Approval of Agreement between the Coast Community College District Foundation (Foundation) and the Coast Community College District**

**Meeting**            Nov 16, 2011 - Regular Meeting

**Category**           20. Approval of Agreements

**Access**             Public

**Type**                Discussion

**Approval of Agreement between the Coast Community College District Foundation (Foundation) and the Coast Community College District (CCCD)**

1. Background: CCCD understands that the functions to be undertaken by the Foundation are for the sole purpose of providing activities which are an integral part of the educational programs of the District. The Parties further agree and understand that the functions undertaken by the Foundation are more effectively and efficiently performed by the Foundation than by the District under usual District procedures, pursuant to Section 59257(j)(2) of Title 5 of the California Code of Regulations.
2. Goal/Purpose: To allow the Foundation to develop and operate services and programs related to the following: (a) District facilities and equipment; (b) loans, scholarships, and grants-in-aids for District students; (c) workshops, conferences, institutes, and federal projects; (d) alumni activities; (e) gifts, bequests, devises, endowments, and trusts; and (f) public relations. All other educational and student services functions at the colleges are to be performed exclusively by the District.
3. Comments (if any): None.
4. Recommendation Statement: After review by the Chancellor and District General Counsel, it is recommended by the Chancellor that the Board authorize the Agreement between the Coast Community College District Foundation (Foundation) The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 6)
5. Fiscal Review and Impact: None.

**File Attachments**

[MasterFoundationAgreement\\_11\\_9\\_11.pdf \(25 KB\)](#)

**Subject**            **20.05 DIS - Approval of Interim Educational Administrator Employment Agreement, Interim Director, Career Services, Orange Coast College**

**Meeting**            Nov 16, 2011 - Regular Meeting

**Category**           20. Approval of Agreements

**Access**             Public

**Type**                Discussion

**Approval of Interim Educational Administrator Employment Agreement, Interim Director, Career Services, Orange Coast College**

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the amended employment agreement with Raine Hambly, OCC, Interim Director, Career Services, effective November 17, 2011 through June 30, 2012. Compensation to be \$95,156 annually, payable in equal monthly payments, based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #7)

File Attachments

[INTERIM AGMT RAINE HAMBLY 11-16-11.pdf \(73 KB\)](#)

**Subject**            **20.06 DIS - Approval of Employment Agreement for Mary Laihee, Acting Director, Accessibility Center for Education (ACE), Golden West College**

**Meeting**            Nov 16, 2011 - Regular Meeting

**Category**           20. Approval of Agreements

**Access**             Public

**Type**                Discussion

**Approval of Employment Agreement for Mary Laihee, Acting Director, Accessibility Center for Education (ACE), Golden West 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 Mary Laihee, Acting Director, Accessibility Center for Education (ACE), Golden West College, effective November 17, 2011 through June 30, 2012. Compensation to be \$329.59 per duty day worked, based on Salary Schedule DD, Range 16, Step 7. 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 # 8)

**File Attachments**

[ACTING AGREEMENT - Mary Laihee Daily rate.pdf \(69 KB\)](#)

<b>Subject</b>	<b>20.07 DIS - Approval of Amendments to Employment Agreements for Presidents and Vice Chancellors</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Discussion

### **Approval of Amendments to Employment Agreements for Presidents and Vice Chancellors**

In December 2009, the Board of Trustees eliminated the "L" and "LL" Salary Schedules which provided seven step placements for executive-level management, specifically, Presidents and Vice Chancellors. It was then determined that executive management salaries would be negotiated on an individual basis. Subsequent increases during the term of the agreement also would be negotiated, rather than having a schedule that provided for automatic step movements.

In keeping with the Board's guidelines, the College Presidents and Vice Chancellors who were hired in 2010 were provided employment agreements with a single salary designation, individually negotiated. Further, the employment agreements for these executives did not include a mileage stipend that is currently allotted to other managers who are required to drive as a part of their roles.

In a reassessment of the current employment agreements, along with comparative data relating to executive compensation, it is recommended by the Chancellor that the Board amend the current employment agreements for Presidents and Vice Chancellors hired subsequent to the elimination of the "L" and "LL" salary schedules to increase the compensation to a more competitive level, and to promote equity and stability in the executive-level management. It is further recommended that the monthly mileage stipend of \$290 per month be reinstated for the Presidents and Vice Chancellors to preserve equity among managers.

In addition, the amended agreements reflect a change in the notification period for non-renewal, and a change in the evaluation timeline. The Chancellor also recommends that the term of each employment agreement, that does not already expire on June 30, 2013, be extended to June 30, 2013.

If approved, the amendments to the agreements and the change in compensation to \$190,000/per year are to become effective on November 17, 2011. (The amended employment agreements are attached to each Trustee's Agenda, see Attachment #10)

**Fiscal Impact:** Approximately \$50,000 from the general fund for increase for Presidents and Vice Chancellors on multi-year agreements, for the remainder of the 2011-2012 fiscal year.

#### **File Attachments**

[AMEND TO EMPL AGRMT EXECUTIVES.pdf \(87 KB\)](#)

## **21. Buildings and Grounds Approvals**

---

**Subject** 21.01 DIS - Approve Change Order No. 2; Golden West College Learning Resource Center New Construction Phase II ; Bid No. 1954

**Meeting** Nov 16, 2011 - Regular Meeting

**Category** 21. Buildings and Grounds Approvals

**Access** Public

**Type** Discussion

### **Approve Change Order No. 2; Golden West College Learning Resource Center New Construction Phase II ; Bid No. 1954**

#### **1. Background:**

As the Golden West College Learning Resource Center Project concludes, this change order seeks approval of a final reconciliation of contract allowances, payment for additionally required work scope, and compensation for extended project duration. Substantial completion has been attained for this scope of work and a Notice of Completion for this contractor is also recommended for approval on this Board agenda. This will close-out the contract with Plumbing, Piping, & Construction, Inc. for this project.

#### **2. Goal/Purpose:**

Final contract/project closeout.

#### **3. Comments:**

The approval of this and two companion change orders will conclude five of the nine contractor agreements associated with construction of the GWC Learning Resource Center. Further analysis and close-out negotiations are ongoing with the remaining four trade contractors.

#### **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. 2; Golden West College Learning Resource Center New Construction Phase II Bid No. 1954 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. (See Attachment #11)

#### Plumbing Piping & Construction, Inc., – Category H – HVAC/Plumbing

Final Contract Closeout:  
Outstanding contractor costs and negotiated time extension  
less unused allowance \$368,446.04

Contract Amount: \$3,688,000.00 (C.O. 1: 9.99% Increase)  
Total Change Orders: \$368,446.04 (9.99% Increase)

**Fiscal Impact:** \$368,446.04 (Measure C – General Obligation Bond Fund)  
Master Plan Approved Project  
GWC Learning Resource Center New Construction

File Attachments

[GWCBidNo1954CO2PP&C.pdf \(41 KB\)](#)

<b>Subject</b>	<b>21.02 DIS - Approve Change Order No. 1; Coastline Community College Newport Beach Learning Center, Phase II Rebid; Bid No. 1994</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	21. Buildings and Grounds Approvals
Access	Public
Type	Discussion

**Approve Change Order No. 1; Coastline Community College Newport Beach Learning Center, Phase II Rebid; Bid No. 1994**

**1. Background:**

On May 19, 2011 the Division of State Architects (DSA) issued "back check" revisions for the Coastline Newport Beach Learning Center project. The DSA required modifications reflected significant changes to the project specifications. The majority of these changes resulted from the unique and complex design of the structure, and DSA's subsequent requirement to provide additional structural and fire/life safety provisions.

**2. Goal/Purpose:**

Construction of the Newport Beach Learning Center in accordance with the Campus Master Plan and project master schedule.

**3. Comments:**

These changes and the respective pricing have been reviewed and verified by the project team.

**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; Coastline College Newport Beach Learning Center New Construction Phase II Bid No. 1994 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. (See Attachment #12)

**PK Mechanical Systems Inc., Category V - Plumbing**

DSA required revisions: added roof drains, area drains, floor drains, gas shut off valves at science labs, storm drain revisions including backfill detail	<b>\$114,420.00</b>
--	---------------------

**Contract Amount:** \$1,284,000.00 (C.O. 1: 8.91% Increase)  
**Total Change Orders:** \$114,420.00 (8.91% Increase)

**Fiscal Impact:** \$114,420.00 (Measure C Bond Funds & Capital Outlay)  
 Master Plan Approved Project  
 CCC Newport Beach Learning Center

File Attachments

[CCCBldNo1994CO1PKMech.pdf \(35 KB\)](#)



**Subject**           **21.03 DIS - Approve Addendum No 1; for UCMI, Inc. for Inspection Services; Orange Coast College Baseball Entry/Athletic Field Support Complex**

**Meeting**           Nov 16, 2011 - Regular Meeting

**Category**        21. Buildings and Grounds Approvals

**Access**           Public

**Type**             Discussion

**Approve Addendum No 1; for UCMI, Inc. for Inspection Services; Orange Coast College Baseball Entry/Athletic Field Support Complex**

**1. Background:**

In accordance with Title 24 §4333-§4342, school construction projects require a Division of State Architects (DSA) approved project inspector to perform project oversight including the following:

- Inspection of all portions of the construction for compliance with the DSA approved construction documents
- Identification, documentation, and reporting of deviations in the construction from the approved construction documents
- Submittal of verified observation reports to DSA for duration of the project.

DSA further stipulates various classifications of inspectors, based largely on a projects complexity. It was originally proposed to use Class III inspector for this project, however, after the commencement of construction, DSA determined that a Class II inspector was necessary. This change order will conclude the contract with UCMI, Inc. for this project.

**2. Goal/Purpose**

Ensure compliance with Title 24 construction regulations and the Division of State Architect approved construction documents.

**3. Comments**

None

**4. Recommendation Statement**

After review by the campus Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Addendum No. 1 for Inspection Services for the Orange Coast College Baseball Entry/Athletic Field Complex. (See Attachment #13)

The scope of services to include the following:

- |  |             |
|--|-------------|
| 1. Additional Fee for Inspection Services: | \$28,520.00 |
|--|-------------|

It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the agreement.

**Fiscal Impact:** \$28,520.00

(OCC Foundation & Measure C Funds)  
Master Plan Approved Project  
OCC Baseball Entry/Athletic Field Support Complex

**File Attachments**

[Standard Agreement for OCC Add 1 UCMI.pdf \(13 KB\)](#)

**Subject**            **21.04 DIS - Authorization to File Notice of Completion and Release Retention Funds**

Meeting            Nov 16, 2011 - Regular Meeting

Category           21. Buildings and Grounds Approvals

Access             Public

Type               Discussion

**Authorization to File Notice of Completion and Release Retention Funds**

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

**GWC Learning Resource Center New Construction Phase II; Bid No. 1954**

Contractor      Plumbing Piping & Construction Inc  
Category H - HVAC/Plumbing

**OCC Baseball Entry/Athletic Field Support Complex Bid No. 1996**

Contractor      H.C. Olsen Construction Co., Inc  
General Contractor

**Subject**            **21.05 DIS - Approve Change Order No. 1; Orange Coast College Baseball Entry/Athletic Field Support Complex; Bid No. 1996**

Meeting            Nov 16, 2011 - Regular Meeting

Category           21. Buildings and Grounds Approvals

Access             Public

Type                Discussion

**Approve Change Order No. 1; Orange Coast College Baseball Entry/Athletic Field Support Complex; Bid No. 1996**

**1. Background:**

As awarded in May 2011, this project constructed a 950 square foot restroom, ticket booth, and concession stand which will serve the Orange Coast College athletic fields and weekend swap meet patrons. This project was completed ahead of schedule and the project team is impressed with the quality and efficiency of the contractor's work. This change order will close the contract with H.C. Olsen Construction Co. for this project.

**2. Goal/Purpose:**

Project completion and contract close-out.

**3. Comments:**

None

**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 Baseball Entry/Athletic Field Support Complex; Bid No. 1996 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. (See Attachment #14)

H.C. Olsen Construction Co., Inc. - General Contractor

Provide Ticket booth curb & safety rail per ADA requirement            \$ 2,839.64

Contract Amount: \$593,999.00 (C.O. 1: 0.478% Increase)

Total Change Orders: \$2,839.64 (0.478% Increase)

**Fiscal Impact:** \$2,839.64    (OCC Foundation & Measure C Bond Funds)  
Master Plan Approved Project  
OCC Baseball Entry/Athletic  
OCC Field Support Complex

File Attachments

**Subject**      **21.06 DIS - Approve Change Order No. 1; Coastline Community College Newport Beach Learning Center, Phase II Rebid; Bid No. 1992**

Meeting      Nov 16, 2011 - Regular Meeting  
Category      21. Buildings and Grounds Approvals  
Access      Public  
Type      Discussion

**Approve Change Order No. 1; Coastline Community College Newport Beach Learning Center, Phase II Rebid; Bid No. 1992**

**1. Background:**

On May 19, 2011 the Division of State Architects (DSA) issued "back check" revisions for the Coastline Newport Beach Learning Center project. The DSA required modifications reflected significant changes to the project specifications. The majority of these changes resulted from the unique and complex design of the structure, and DSA's subsequent requirement to provide additional structural and fire/life safety provisions.

**2. Goal/Purpose:**

Construction of the Newport Beach Learning Center in accordance with the Campus Master Plan and project master schedule.

**3. Comments:**

These changes and the respective pricing have been reviewed and verified by the project team.

**4. Recommendation Statement:**

After review by the Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction, and Vice Chancellor of Finance and Administrative Services, it is recommended by the Chancellor that authorization be given for Change Order No. 1; Coastline College Newport Beach Learning Center New Construction Phase II Bid No. 1992 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. (See Attachment #15)

**TB Penick & Sons, Inc., Category G – Structural Concrete/Reinforcing Steel**

DSA required revisions: Add concrete beams at 3rd level deck;  
increase rebar ties at columns, moment frame beams,  
2nd & 3rd floor roof decks, and main entry stairs. \$217,412.00

**Contract Amount:** \$8,987,430.00 (C.O. 1: 2.42% Increase)  
**Total Change Orders:** \$217,412.00 (2.42% Increase)

**Anderson Charnesky Structural Steel Inc., Category I - Structural Steel/Miscellaneous Metals**

DSA required revisions: Add weldable rebar at 240 LF of concrete wall;  
Increase tube steel column size from 3/8" to 1/2" thick; add welded wire  
mesh and steel angles at elevator shaft; added embeds and cap plates

at various steel columns; added column base plate details. \$73,650.00

Contract Amount: \$1,629,863.00 (C.O. 1: 4.52% Increase)  
Total Change Orders: \$73,650.00 (4.52% Increase)

Superior Wall Systems, Inc., Category M - Framing/Drywall/Lath & Plaster/Building Insulation/Doors & Hardware

DSA required revisions: Added layer of drywall; exterior plaster soffit; added cable attachment details at unistruct lighting system. \$62,347.00

Contract Amount: \$1,047,500.00 (C.O. 1: 5.95% Increase)  
Total Change Orders: \$62,347.00 (5.95% Increase)

Link-Nilsen Corp., Category U - Fire Protection

DSA required revisions: Added fire protection standpipe isolation valves and increases standpipe; pendant sidewall and upright fire sprinkler heads and grooved elbows due to revised layout. \$47,019.00

Contract Amount: \$485,750.00 (C.O. 1: 9.68% Increase)  
Total Change Orders: \$47,019.00 (9.68% Increase)

West-Tech Mechanical Inc., Category W - HVAC

DSA required revisions: (2) Added humidifiers, ductwork & controls; added roof top ventilator. \$99,396.00

Contract Amount: \$2,635,000.00 (C.O. 1: 3.79% Increase)  
Total Change Orders: \$99,369.00 (3.79% Increase)

Dennison Electric Inc., Category X - Electrical

DSA required revisions: Added exterior lighting inverter; added power to all smoke fire dampers, added fire alarm connection to detector check at street. \$47,392.00

Contract Amount: \$2,929,000.00 (C.O. 1: 1.62% Increase)  
Total Change Orders: \$47,392.00 (1.62% Increase)

**Fiscal Impact:** \$547,216.00 (Measure C – General Obligation Bond Funds & Capital Outlay)  
Master Plan Approved Project  
CCC Newport Beach Learning Center

File Attachments

[CCCBidNo1992CO1.pdf \(151 KB\)](#)

**Subject**            **21.07 DIS - Authorization for Approval of Addendum No. 1 to CW Driver Construction Management Agreement; Coastline College Newport Beach Learning Resource Center**

Meeting            Nov 16, 2011 - Regular Meeting

Category           21. Buildings and Grounds Approvals

Access             Public

Type                Discussion

**Authorization for Approval of Addendum No. 1 to CW Driver Construction Management Agreement; Coastline College Newport Beach Learning Resource Center**

**Background**

Pursuant to Coast Community College District's Request for Proposal (RFP), CW Driver was selected as the most qualified and lowest cost provider construction management services for the Coastline College Newport Beach Learning Center. At the time of Construction Manager selection, the referenced RFP stipulated a total construction duration of 15 months for this project.

Subsequent to the issuance of this contract, the project underwent some significant design changes including (1) the addition of 11,000 square feet and (2) modification to the structural design in conjunction with the Newport Beach Planning Commission. This resulted in the construction duration being extended from 15 months to the current 22.5-month accelerated construction schedule. In addition, delay in the Division of State Architects approval process caused an additional 3 months delay to project completion.

**Goal/Purpose**

Construction of the Coastline College Newport Beach Learning Center in accordance with the campus master plan.

**Comments**

This was an anticipated expense and funding has been designated to cover this cost in the CCC NBLC financing plan.

As detailed below CW Driver has significantly discounted their request for additional services associated with this extended duration.

**Recommendation Statement**

After further review by the campus Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction, and the Vice Chancellor of Finance and Administrative Services, it is recommended by the Chancellor that authorization be given for Addendum No. 1 to the CW Driver Construction Management Agreement for the Coastline College Newport Beach Learning Center project. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign any related documents. (See Attachment #16)

The following additional services are to be provided:

1) Additional 3 months of Preconstruction Services	\$50,763
--	----------

2) Additional 10.5 months of Construction Services	\$773,703
3) Additional Bid Phase Services (Two bid increments)	\$31,255
4) Bid Phase Services for Rebid	\$8,475
5) Work Acceleration Management (6-10 schedule) to 1/31/2012	\$181,263
Total Value of Additional Services	\$1,045,459
Discount offered	(\$382,285)
Total Extended Services Request	\$663,174

**Fiscal Impact** \$663,174 (Measure C Bond Fund & Capital Outlay)  
Master Plan Approve Project  
CCC Newport Beach Learning Center.

**File Attachments**

[AuthorizationConstMgmt Agreement for CCC Add 1 CWDRIVER.pdf \(11 KB\)](#)



**Subject**            **21.08 DIS - Approve Addendum No 1; for UCMI, Inc. for Inspection Services; for Coastline College Newport Beach Learning Center**

**Meeting**           **Nov 16, 2011 - Regular Meeting**

**Category**          **21. Buildings and Grounds Approvals**

**Access**            **Public**

**Type**               **Discussion**

**Approve Addendum No 1; for UCMI, Inc. for Inspection Services; for Coastline College Newport Beach Learning Center**

**1. Background:**

In accordance with Title 24 §4333-§4342, school construction projects require a Division of State Architects (DSA) approved project inspector to perform project oversight including the following:

- Inspection of all portions of the construction for compliance with the DSA approved construction documents
- Identification, documentation, and reporting of deviations in the construction from the approved construction documents
- Submittal of verified observation reports to DSA for duration of the project.

Pursuant to Coast Community College District's Request for Proposal (RFP), UCMI, Inc. was selected to provide DSA inspection services for the Coastline College Newport Beach Learning Center. At the time of award, the District did not anticipate that the project would require an accelerated (6 days/wk - 10 hours/day) work schedule in order to attain occupancy in the Fall 2012. This request for additional services accounts for the forecasted overtime cost through project completion.

**2. Goal/Purpose**

Ensure compliance with Title 24 construction regulations and the Division of State Architect approved construction documents.

**3. Comments**

Inspection services are billed on an actual cost basis pursuant to a verified monthly timecard. This expense was anticipated and funds have been designated in the CCC NBLC financing plan.

**4. Recommendation Statement**

After review by college Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Addendum No. 1 for Inspection Services for the Coastline College Newport Beach Learning Center. (See Attachment #17)

The scope of services to include the following:

Overtime Fee for Inspection Services (Acceleration Cost):	\$183,573.00
---	--------------

It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the agreement.

**Fiscal Impact: \$183,573.00**

(Measure C Bond Funds & Capital Outlay)  
Master Plan Approved Project  
CCC Newport Beach Learning Center

**File Attachments**

[AuthorizationConstMgmt Agreement for CCC Add 1 CWDRIVER.pdf \(13 KB\)](#)

## **22. General Items of Business**

---

<b>Subject</b>	<b>22.01 CCC - Authorization to Approve Transfer Center/Articulation Plan 2011-12 for Coastline Community College</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	22. General Items of Business
Access	Public
Type	Consent

### **Authorization to Approve Transfer Center/Articulation Plan 2011-12 for Coastline Community College.**

It is recommended that the 2011–12 Articulation and Transfer Center Plan be approved which includes the Articulation and Transfer Center Activities and Services provided to students as required by the California Code of Regulations, to meet Title 5 Section 51027 standards. (See Articulation and Transfer Plan Attachment #18)

**Fiscal Impact:** None

#### **File Attachments**

[CCC Transfer & Articulation Plan 2011-12.pdf \(20 KB\)](#)

**Subject**            **22.02 DIS - Approve Revisions to Bylaws of the Coast Community College District Enterprise, Inc.**

**Meeting**           **Nov 16, 2011 - Regular Meeting**

**Category**          **22. General Items of Business**

**Access**            **Public**

**Type**              **Discussion**

**Approve Revisions to Bylaws of the Coast Community College District Enterprise, Inc.**

After review by the Board Chair and President of the Coast Community College District Enterprise Inc, it is recommended by the Chancellor that the Board approve the revisions to the Bylaws of the Coast Community College District Enterprise, Inc. Revised bylaws will be provided to Trustees and the public for review at the time of the Board of Trustees meeting.

**Subject**            **22.03 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreement for Contractor Services**

**Meeting**            Nov 16, 2011 - Regular Meeting

**Category**           22. General Items of Business

**Access**             Public

**Type**                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 contractor for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2011-2012. This contractor 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. 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.

Pivot Interiors Inc.  
2740 Zanker Road Suite 100  
San Jose Ca 95134

**Subject**            **22.04 DIS - Ratification of Tentative Agreements and Ratification of a Two-Year Successor Collective Bargaining Agreement, for 2010-2012, between the Coast Federation of Classified Employees (CFCE) and the Coast Community College District**

**Meeting**            Nov 16, 2011 - Regular Meeting

**Category**           22. General Items of Business

**Access**             Public

**Type**                Discussion

**Ratification of Tentative Agreements and Ratification of a Two-Year Successor Collective Bargaining Agreement, for 2010-2012, between the Coast Federation of Classified Employees (CFCE) and the Coast Community College District**

The Coast Community College District (District) and the Coast Federation of Classified Employees (CFCE) have concluded negotiations of a successor collective bargaining agreement, for the years 2010-2012, which includes the addition of a new article - Bullying and Mobbing - and the revision of eleven articles as follows: Federation Rights; Safe Working Conditions; Nepotism; Vacancies, Transfers and Promotions; Layoff Procedures and Reemployment Rights; Hours and Overtime; Vacation; Holidays; Professional Development; Employee and Dependent Benefits Coverage; and Retirement. These amended articles have been reviewed and ratified by the CFCE membership and will become effective upon ratification by the Board of Trustees. Section 27.3(A) of Article 27 will be amended to change the expiration date, and Section 27.3(C) will be deleted to indicate that there are no agreed-upon reopeners; all other articles will remain unchanged. The Collective Bargaining Agreement shall continue in effect up to and including June 30, 2012, the date of its expiration.

It is recommended by the Vice Chancellor of Human Resources and the Chancellor that the Board ratify the Tentative Agreements between the District and the CFCE. After District General Counsel's review, it is further recommended by the Chancellor that the Board authorize the Vice Chancellor of Human Resources to compile and complete the Successor Agreement, including revisions to the Table of Contents and Index, and a review of all side letters and appendices to ensure continued applicability prior to inclusion in the Successor Agreement. A copy of the Tentative Agreements for ratification are attached to each Trustee's agenda. (See Attachment #19)

**File Attachments**

[CFCE Articles for Ratification.pdf \(1,215 KB\)](#)

## 23. Resolutions

---

**Subject**      **23.01 DIS - Resolution #11-44 in Support of the Senate Constitutional Amendment (SCA) 5**

**Meeting**      Nov 16, 2011 - Regular Meeting

**Category**      23. Resolutions

**Access**      Public

**Type**      Discussion

**Resolution #11-44 in Support of Senate Constitutional Amendment (SCA) 5**  
(See Attachment #20)

**File Attachments**

[Resolution 11-44 in Support of Senate Constitutional Amendment.pdf \(267 KB\)](#)

## **24. Approval of Minutes**

---

<b>Subject</b>	<b>24.01 DIS - Approval of Minutes</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	24. Approval of Minutes
Access	Public
Type	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:

Regular Meeting of November 2, 2011



## 25. Close of Meeting

---

<b>Subject</b>	<b>25.01 - 25.02 Close of Meeting</b>
Meeting	Nov 16, 2011 - Regular Meeting
Category	25. Close of Meeting
Access	Public
Type	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



# COAST COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES' DIRECTIVES LOG

*Prepared by the Secretary of the Board of Trustees*

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
	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	P
	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	P
1	Nov 2, 2011	Mary Hornbuckle 2nd Jim Moreno	Chancellor	A brief presentation requested by Trustee Mary Hornbuckle regarding College Credits.	Pending	P
2	Aug 17, 2011	Lorraine Prinsky 2nd Jerry Patterson	Chancellor	Report to the Board on long-term planning for faculty hiring.	November 16, 2011	P
3	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	P
4	Nov 17, 2010	Jim Moreno 2 <sup>nd</sup> Mary Hornbuckle	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	P
5	Sept 17, 2008	Jim Moreno; 2 <sup>nd</sup> Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Spring 2011	P



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

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

Wednesday, November 2, 2011

**MINUTES\***

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on November 2, 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 5:06 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 5:07 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  
Interim Administrative Director, Workforce & Economic Development
6. Classified Management
7. Classified Staff
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments  
Military Contract Educ Staff Aide  
Military Contract Educ Tech, III  
Special Assignment  
Typist Clerk, Sr  
Envir Health & Safety Specialist, Sr  
Special Assignment  
Instructional Food Service Manager  
Staff Aide  
Custodian, Sr  
Campus HR Analyst
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

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

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

Positions: Chancellor, College President and Vice Chancellor

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

District Negotiator: Andrew Jones, Ed.D., Chancellor

Unrepresented Employees: Vice Chancellor  
College President

**1.04.05 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

**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 – Student Trustee Joe Venegas III**

Student Trustee Joe Venegas III 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 Dr. Prinsky and seconded by Mr. Moreno, the Board voted unanimously to approve **Item 1.04.01 Public Employment.** (See Appendix pages 20-26)

Motion carried with the following vote:

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

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

There were no requests to address the Board at this time.

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

**1.09.01 Coast Community College District Resolution Honoring Richard Hutchison, Recipient of the 2011 Howard E. Adkins Memorial Award**

Board President Patterson presented a Resolution to Richard Hutchison, Recipient of the 2011 Howard E. Adkins Memorial Award.

**1.09.02 Acceptance 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:

Classified Management

Arthur, Jeffrey, District, Admin Director, District Information Services, effective 12/31/11.

Classified

Chen, Linda, District, HR Specialist, retirement effective 12/31/11.

Merriam, Jo Ann, District, Accounting Tech, retirement effective 12/31/11.

Wombold, Connie M., CCC, Division Area Office Coordinator, effective 12/31/11.

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

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

**2.00 General Information and Reports**

**2.01 Report from the 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:

Monica Dekany on behalf of Dale Lendrum, Golden West College  
Catherine Tran, Orange Coast 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 representatives provided reports on behalf of the Employee Representative Groups:

Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE)  
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 and 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 Quarterly Financial Status Report**

W. Andrew Dunn, Vice Chancellor of Finance and Administrative Services, presented a Quarterly Finance Status Report to the Board.

## **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 November 2, 2011 Agenda.

### **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)**

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 Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted that an item be added to the Board Log for a brief presentation to be made on Credits for 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

**3.04 Building and Grounds Reports**

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the November 2, 2011 Agenda.

**3.05 Board of Trustees' Discussion Pertaining to Monies Paid or Owed to the Shareholders of the Enterprise Corporation**

W. Andrew Dunn, Vice Chancellor of Finance and Administrative Services, gave a presentation to the Board regarding Monies Paid or Owed to the Shareholders of the Enterprise Corporation.

**3.06 Review of Internal Audit Report**

The Board reviewed the Internal Audit Report.

**3.07 Review of Proposed Policy Revision BP 5030 Student Fees and Charges Policy and**

**3.08 Review of Proposed Policy Revision BP 5032 District Fee Schedule**

On a motion by Mr. Venegas III and seconded by Dr. Prinsky, the Board voted to move **Items 3.07 and 3.08** to the November 16, 2011 agenda to allow student government the opportunity to review the proposed policy revisions. The Board additionally requested a descriptive paragraph outlining the proposed changes, justification of the proposed changes, and consideration of combining both policies into one policy.

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

**CONSENT CALENDAR (Items 4 - 22)**

**Item 7.03 DIS - Special Projects, Get Motivated Business Seminar, and Item 15.01 (e) Approval of Classified and Confidential Staff Longevity Payments**, were pulled from the Consent Calendar. On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board approved the balance of the Consent Calendar.

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

At this time, Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE) addressed the Board regarding Item 15.01(e) Approval of Classified and Confidential Staff Longevity Payments.

After discussion, on a motion by Mr. Grant and seconded by Dr. Prinsky, the Board approved **Item 15.01(e) Approval of Classified and Confidential Staff Longevity Payments** with a 4-2 vote.

Motion carried with the following vote:

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

## **DISCUSSION CALENDAR**

### **23.00 Approval of Agreements**

#### **23.01 DIS - Approval of Interim Educational Administrator Employment Agreement, Interim Administrative Director, Workforce & Economic Development, Coastline Community College**

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the Employment Agreement with Sallie Ann Salinas-Rumps, CCC, Interim Administrative Director, Workforce & Economic Development effective November 20, 2011 through June 30, 2012. Compensation to be \$9,339.67 per month based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indication approval by the Board of Trustees.

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 CCC - Approve an Amendment to an Agreement between Worth Publishers and the Coast Community College District to Publish the Fourth Edition of the Telecourse Student Guide for Child Development: Stepping Stones**

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Agreement between Worth Publishers and the Coast Community College District to revise and publish the fourth edition of the Student Guide for Child Development: Stepping Stones according to the Agreement. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

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

Motion carried with the following vote:

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

**23.03 CCC - Approve Agreement between the Humphrey's Half Moon Inn and Suites and the Coast Community College District for the Location of the Business Education Statewide Advisory Committee (BESAC) Annual Conference**

On a motion by Dr. Prinsky and seconded by Mr. Patterson, the Board voted to approve Agreement between the Humphrey's Half Moon Inn and Suites and the Coast Community College District for the location of the Business Education Statewide Advisory Committee (BESAC) Annual Conference. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: \$23,635.64 to be paid from the Business Education Statewide Advisory Committee (BESAC) contract funds, Business Industry Collaborative (BIC) grant funds, and Business Education Statewide Advisory Committee (BESAC) Foundation 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

**23.04 CCC - Approve an Amendment to an Agreement between Worth Publishers and the Coast Community College District to Publish the Fifth Edition of the Telecourse Student Guide for Psychology: The Human Experience**

On a motion by Dr. Prinsky and seconded by Mr. Venegas III, the Board voted to approve the Amendment to the Agreement between Worth Publishers and the Coast Community College District to revise and publish the fifth edition of the Student Guide for Psychology: The Human Experience according to the Agreement. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

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

Motion carried with the following vote:

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

**23.05 CCC - Approve an Amendment to an Agreement between Bedford, Freeman, & Worth Publishing Group, COMAP, Inc., and the Coast Community College District to Extend the Agreement and Include Schedule A**

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Amendment to the Agreement between Bedford, Freeman & Worth Publishing Group, COMAP, and the Coast Community College District to extend the Agreement and replace the print version of the student guide with the publisher's digital product StatsPortal. The Agreement outlines the responsibilities of all partners and end products to be produced. Schedule A of the Amendment defines the fiscal responsibilities and royalties to be paid to 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 Review and Impact: Revenue to District dependent on enrollment. Publisher pays \$20 royalty to District for each sale of access to Telecourse StatsPortal.

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 DIS - Approve Agreement between the California State University, Fullerton (CSUF) and the Coast Community College District (CCCD) to Increase International Student Enrollment and Provide Seamless Transfer for ISDA Students from a Coast College to the California State University, Fullerton**

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to approve the Agreement between the California State University, Fullerton and the Coast Community College District to increase international student enrollment and provide seamless transfer for ISDA students from a Coast College to the California State University, Fullerton. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: The annual income to the district from ISDA students will be \$3,296.00 to \$3,796.00 per enrolled student in this program based on 12 units of academic load.

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 DIS - Approve Non-Standard Agreement between the National Student Clearinghouse and the Coast Community College District (Coastline College, Golden West College, Orange Coast College) for the Purpose of Adding Student Tracker and EnrollmentVerify as an Amendment to our Existing DegreeVerify Contract**

On a motion by Ms. Hornbuckle and seconded by Mr. Venegas III, the Board voted to approve the Agreement between the National Student Clearinghouse and the Coast Community College District for the purpose of enabling Coastline College, Golden West College and Orange Coast College to add EnrollmentVerify and Student Tracker to the DegreeVerify contract. 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 fiscal impact. By adding the EnrollmentVerify service (free service), the Student Tracker will also be free of charge.

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 DIS - Approval to Enter into a Renewal Agreement between the Coast Community College District Foundation and the Coast Community College District for Use of Facilities**

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to refer this item to District General Counsel for further review and return it to the November 16, 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

**23.09 CCC - Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - South**

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted to approve the Amended Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – South. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: The County will reimburse Coastline Community College and additional amount of \$121,510 for a total contract of \$2,033,966 for operation of these programs.

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 CCC - Approve Amendment to Agreement between Central Texas College and the Coast Community College District to Serve as Academic Integrator in Support of the Navy College Program for Afloat Education (NCPACE)(Reference US Government Contract No N00189-09-D-Z060) for the Delivery of all Distance Learning Services and Courses Described in the CTC Alternate Technical Proposal in Response to Government Solicitation No. N00189-09-R-Z020**

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the agreement Amendment between the Coast Community College District and Central Texas to Serve as Academic Integrator in Support of the Navy College Program for Afloat Education (NCPACE) College Academic Institutions who Provide Services in Support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE) Program. The Amendment authorizes Central Texas College to provide support staff to Commands at Pearl Harbor, HI and Groton, CT. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: \$33,696 for the period October 1, 2011 – September 12, 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

**23.11 OCC - Approve Memoranda of Understanding Regarding Orange County Quality Improvement System (OC QIS) Between the Orange County Department of Education and Coast Community College District, Orange Coast College Early Childhood Education Lab School and the Harry and Grace Steele Children's Center**

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve Memoranda of Understanding between Orange County Department of Education and the Coast Community College District, the Harry and Grace Steele Children's Center and the Orange Coast College Early Education Lab School. The Board President, or designee, is authorized to sign the Agreements and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: None

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

**23.12 OCC - Approve Department of Defense Voluntary Education Partnership Memorandum of Understanding between the Department of Defense Office of the Under Secretary of Defense for Personnel and Readiness, and the Coast Community College District to Provide Educational Services to Personnel of the United States Armed Forces**

On a motion by Ms. Hornbuckle and seconded by Mr. Venegas III, the Board voted to approve the Memorandum of Understanding between the Department of Defense Office of the Under Secretary of Defense for Personnel and Readiness, and the Coast Community College District (Orange Coast College) to Provide Educational Services to Personnel of the United States Armed Forces. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: No cost to the District. Participation will generate revenue for 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

**23.13 OCC - Approve Non-Standard Agreement between the Orange County Department of Education and the Coast Community College District for the Purpose of Obtaining Funding for Childcare at the Orange Coast College Harry and Grace Steele Children's Center beginning August 31, 2011 for Eligible Student Parents**

On a motion by Ms. Hornbuckle and seconded by Mr. Venegas, the Board approved the Agreement between Orange County Department of Education and Coast Community College District for the purpose of providing child care funding at Orange Coast College Harry and Grace Steele Children's Center for eligible students. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Orange County Department of Education (OCDE) currently reimburses childcare funding at the Regional Market Rate which is higher than that of our grants from the California Department of Education Child Development Division. The Regional Market Rate will currently cover the daily rate that we charge our full-cost families in our Infant, Toddler, and Preschool Programs. In our Young Preschool Program which serves children 2-3 years of age, the Children's Center will be reimbursed at a daily rate which is \$5.14 less than the fee we charge our full-cost families. By the third working day after the end of the month, the Children's Center will submit the prior month's sign-in sheets for each funded child to the Orange County Department of Education. OCDE will send reimbursement for the prior month's childcare services within twenty (20) working days from when they are received. This reimbursement will be a Children's Center revenue source for operating funds and we will not incur any negative fiscal impact through this contract.

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



**23.14 DIS - Approve Agreement between the Coast Community College District Foundation (Foundation) and the Coast Community College District (CCCD) to Reaffirm its Recognition of the Foundation as an Auxiliary Organization Within the Meaning of Section 72670(e) of the Education Code**

On a motion by Mr. Patterson and seconded by Mr. Moreno, the Board voted to refer this item to General District Counsel and return it to the November 16, 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

**24.00 Buildings and Grounds Approvals**

**24.01 DIS - Authorization to File Notice of Completion and Release Retention Funds**

At the recommendation of Vice Chancellor of Finance and Administrative Services, W. Andrew Dunn, it was moved by Mr. Moreno and seconded by Ms. Hornbuckle to remove **GWC Learning Resource Center New Construction Phase II: Bid No. 1954** and return it to the November 16, 2011 agenda, and approve filing a Notice of Completion on the remaining projects in compliance with Public Contract Code 7107 allowing for substantial completion by the public agency, or its agent (architect) of the work of improvement. Upon acceptance by the Chancellor or Vice Chancellor of Administrative Services, a Notice of Completion will be filed with the County of Orange Clerk Recorder's Office. Thirty-five (35) days after filing of the Notice of Completion and public notification to all subcontractors, the Chancellor or designee is authorized to pay retention due, accepting all work and/or materials as satisfactorily completed by the contractor(s). In the event of a dispute between the District and a Contractor, the District may withhold from the retention an amount not to exceed 150 percent of the disputed amount.

GWC Learning Resource Center New Construction Phase I; Bid No. 1953

Contractor Chegini Enterprises, Inc. dba SMC Construction Co.  
Category A - Demolition/Underground Utilities

GWC Learning Resource Center New Construction Phase IV; Bid No. 1963

Contractor Landmark Site Contractors  
Category J - Asphalt, Site Concrete & Paving

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

**24.02 DIS - Approve Change Order No. 2; Golden West College Learning Resource Center New Construction Phase II; Bid No. 1954**

At the recommendation of Vice Chancellor of Finance and Administrative Services, W. Andrew Dunn, it was moved by Ms. Hornbuckle and seconded by Mr. Patterson to continue this item to the November 16, 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

**24.03 DIS - Approve Change Order No. 1; Golden West College Learning Resource Center New Construction Phase III; Bid No. 1960**

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to approve the Change Order No. 1; Golden West College Learning Resource Center New Construction Phase III Bid No. 1960 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.

Marina Landscape, Inc., – Category K – Landscaping

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$17,155.99>

Contract Amount: \$235,700.00 (C.O. 1: 7.28% Decrease)

Total Change Orders: <\$17,155.99> (7.28% Decrease)

Fiscal Impact: <\$17,155.99> (Measure C – General Obligation Bond Fund)

Master Plan Approved Project

GWC Learning Resource Center New Construction

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

**24.04 DIS - Approve Change Order No. 2; Golden West College Learning Resource Center Phase IV New Construction; Bid No. 1963**

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the Change Order No. 2; Golden West College Learning Resource Center

Phase IV New Construction Bid No. 1963 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.

Landmark Site Contractors – Category J - Asphalt, Site Concrete & Paving

Final Contract Closeout:

Outstanding contractor costs less unused allowance \$22,403.37

Contract Amount: \$780,000.00

Total Change Orders: \$22,403.37 (2.87% Increase)

Fiscal Impact: \$22,403.37 (Measure C – General Obligation Bond Fund)  
Master Plan Approved Project  
GWC Learning Resource Center New Construction

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 General Items of Business**

**25.01 DIS - Approval of Material Fees**

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to approve material fee revisions, deletions, and/or new fees be approved for inclusion in the curriculum. A copy of the material fee request forms is on file in the Board Office.

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

**25.02 DIS - Nomination of Trustee Jerry Patterson to the Association of Community College Trustees (ACCT) Committee Service, Pacific Region**

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted to approve the nomination of Trustee Patterson to continue to represent the Coast Community College District in his ACCT Committee Service. Depending on the needs of ACCT, selected nominees may serve in one of several ACCT Committees for 2012.

Motion carried with the following vote:

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

**25.03 DIS - Presentation and Adoption of Accountability Reporting for Community Colleges**

On a motion by Mr. Patterson and seconded by Mr. Venegas III, the Board voted to move this item to a study session in February 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

**25.04 OCC - Authorization to Conduct a Short-Term Study Abroad Program in London, England and Paris, France**  
and

**25.05 OCC - Authorization to Conduct a Short-Term Study Program in New York City, New York**

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted to authorize **Item 25.04** standard travel contractor agreement to conduct a program in London, England and Paris, France, December 29 , 2012 - January 26, 2013, and **Item 25.05** standard contractor agreement to conduct a short-term study program in New York City, New York, June 4-11, 2012.

Fiscal Impact: No cost to the District. The cost for the course will be built into the program fees. The course will not generate FTES. All payments by trip participants for travel services shall be made to the travel contractor. Travel contractor shall account to CCCD for the total cost of the trip.

Motion carried with the following vote:

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

**25.06 DIS - Ratification of Tentative Agreement between Coast Federation of Classified Employees (CFCE) and the Coast Community College District**

On a motion by Mr. Patterson and seconded by Mr. Moreno, this item was moved to the November 16, 2011 agenda as a Successor Agreement.

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

**26.00 Resolutions**

**26.01 Resolution #11-42 to Enter Into An Agreement Amendment 01 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)**

On a motion by Ms. Hornbuckle and seconded by Mr. Venegas III, the Board voted to approve Resolution #11-42 to Enter Into An Agreement Amendment 01 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).

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

**26.02 Resolution #11-43 to Enter Into an Agreement Amendment 01 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 Dr. Prinsky, the Board voted to approve Resolution #11-43 to Enter Into an Agreement Amendment 01 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. Patterson, Mr. Moreno, Dr. Prinsky, Ms. Hornbuckle, Mr. Grant and Mr. Venegas III  
No: None  
Absent: None

**27.00 Approval of Minutes**

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to approve the Minutes of the Special Meeting of October 17, 2011 and the Regular Meeting/Study Session of October 19, 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

**28.00 Close of Meeting**

**28.01 Public Comment (Items not on Agenda)**

**28.02 Adjournment**

There being no further business, on a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to adjourn the meeting at 8:59 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.....	20-26

**1. Faculty Special Assignments**

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

COASTLINE COLLEGE  
PART TIME COUNSELOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Do, Anh	10/06/11	12/18/11	UNT	\$73.94

Justification: Funding delay from the Asian American & Native American Pacific Islander Serving Institutions Grant

ACADEMIC SENATE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Fry, Marilyn	08/27/11	05/27/12	ACS	\$29.46

Justification: Name was accidentally omitted from the list of Senators

FACULTY DANCE CONCERT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Kahn, Kathy	11/05/11	11/30/11	EXH	\$29.46	\$300.55

EL CIVICS TECHNOLOGY PLAN

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kuntzman, Linda	11/03/11	06/30/12	EXM	\$43.55

GRANT COMPLIANCE AND REPORTING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kuntzman, Linda	11/03/11	06/30/12	EXM	\$43.55

NOVEMBER SYMPHONIC HOLLYWOOD CONCERT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Tag, Janelle	11/05/11	11/30/11	EXH	\$29.46	\$601.10

GRANT CURRICULA

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Tsutsumid Krampe, L.	11/03/11	06/30/12	EXM	\$43.55

WORKSHOPS FOR BASIC SKILLS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chang, Sarah	11/03/11	06/30/12	EXH	\$29.46
Hernandez, Marcela	11/03/11	06/30/12	EXH	\$29.46

ESL CURRICULA

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Jones, Julie	11/03/11	06/30/12	EXH	\$29.46
Maccoun, Wendy	11/03/11	06/30/12	EXH	\$29.46
Montague, Judy	11/03/11	06/30/12	EXH	\$29.46
Mozell, Harold	11/03/11	06/30/12	EXH	\$29.46
Walker, Lynn	11/03/11	06/30/12	EXH	\$29.46

INTELLECTUAL DISABLED PROGRAM MEETING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Barrett, Debra	11/03/11	12/31/11	EXH	\$29.46
Cole, Maureen	11/03/11	12/31/11	EXH	\$29.46
Kosbab, Tina	11/03/11	12/31/11	EXH	\$29.46
Semer, Lynn	11/03/11	12/31/11	EXH	\$29.46

The following CCC Administrators, Full Time and Part Time Instructors to provide instructional opportunities for NCPACE and Navy Onshore for Military Contract Education during Fall semester.

Part Time Instructor

Basford, Sean  
 Lui, Edward



GOLDEN WEST COLLEGE  
CCI REPRESENTATIVE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Zuidervaat, Genevieve	09/06/11	12/18/11	EXH	\$29.46

Justification: CCA recently made aware of GWC CCI Representative

ORANGE COAST COLLEGE  
ACADEMIC SENATE ALTERNATIVE METHODS PROJECT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kennedy, Marilyn	10/01/11	10/31/11	EXM	\$43.56

Justification: The grant was postponed after the employee began work

CAREER TECHNOLOGY EDUCATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Plum, Caryn	09/01/11	09/09/11	EXH	\$29.46

Justification: The grant was postponed after the employee began work

ESSAY EVALUATION FOR UC TRANSFERS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Tovar, Ana	11/05/11	12/15/11	EXH	\$29.46
Weber, Daniel	11/05/11	12/15/11	EXH	\$29.46

ALTERNATIVE METHODS PROJECT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Weatherford, Leigh	09/13/11	09/30/11	EXM	\$43.56	\$500.94

Justification: Projects run for a course of 1 year and not approved until ended

INTERNSHIP ACADEMY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Amaral, Christina	11/05/11	11/30/11	EXM	\$72.00	\$1440.00
Beard, Daniel	11/05/11	11/30/11	EXM	\$72.00	\$720.00
Bennett, Jane	11/05/11	11/30/11	EXM	\$73.94	\$369.70
Broberg, Scott	11/05/11	11/30/11	EXM	\$73.94	\$1848.50
Cooper, Barbara	11/05/11	11/30/11	EXM	\$72.00	\$360.00
Cox, Steven	11/05/11	11/30/11	EXM	\$72.00	\$720.00
Dowling, Thomas	11/05/11	11/30/11	EXM	\$72.00	\$360.00
Gillisen, Blade	11/05/11	11/30/11	EXM	\$72.00	\$576.00
Golson, Christopher	11/05/11	11/30/11	EXM	\$72.00	\$360.00
Hall, William	11/05/11	11/30/11	EXM	\$72.00	\$720.00
Kings, Rose	11/05/11	11/30/11	EXM	\$72.00	\$360.00
Kybiak, Renee	11/05/11	11/30/11	EXM	\$72.00	\$360.00
Lazarus, Robert	11/05/11	11/30/11	EXM	\$72.00	\$2160.00
McCall, Leslie	11/05/11	11/30/11	EXM	\$72.00	\$360.00
Morgan, Dennis	11/05/11	11/30/11	EXM	\$72.00	\$360.00
Ott, Torii	11/05/11	11/30/11	EXM	\$73.94	\$739.40
Sabori, Sibley	11/05/11	11/30/11	EXM	\$73.94	\$739.40
Skeie, Leon	11/05/11	11/30/11	EXM	\$72.00	\$2160.00
Tsutsumida, Damian	11/05/11	11/30/11	EXH	\$73.94	\$1848.60
Zombek, Mark	11/05/11	11/30/11	EXM	\$72.00	\$360.00

COUNSELORS OVERLOAD

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

OCC

<u>Name</u>	<u>LHE</u>
Bagatourian, Linda	0.75
Cuellar, Eric	1.00
Duong, Nghia	1.00
Figueroa, Benjamin	1.00
Guillen, Alex	1.00
Guillen, Denia	1.00
Hogue, Steven	1.00
Katsuki, Anna	1.00

Marron, Elias	1.00
Nguyen, Jessica	1.00
Schneiderman, Robert	0.75
Trever, Maria	1.00
Wickremesinghe, Manoj	1.75
Justification: Last minute funding to meet students' needs	

**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:

**OCC**

<u>Name</u>	<u>LHE</u>
Norling, Marcella	3.000
Shine, Brenda	2.55

**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**

Ozbirn, Katherine

**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>
Fry, Marilyn	1.125
Mann, Claire	3.000

**Golden West College**

<u>Name</u>	<u>LHE</u>
Anderson, Perry R.	4.000
Anderson, Terry P.	4.000
Bhandari, Harleen	8.000
Carlander, David	4.000
Dinger, Michelle	3.000
Dowlatshahi, Kristi	3.000
Markle, Gwynn	4.500
Norton, Joshua	1.250
Scheys, Rene	4.000
Whitney, Ian	4.000

**Orange Coast College**

<u>Name</u>	<u>LHE</u>
Adams, Rebecca	7.500
Beichner, Brian	0.688
Civen, Isobel	5.500
Coleman, Catherine	5.500
Dahl, Wendy	4.250
Holt, Lorinda	2.438
Hung, Emily	8.433

Jewett, Britt	0.875
Ketcham, Christopher	0.457
Lee, Adam	0.400
Mitchell, Sarah	8.000
Norman, Sharon	5.260
Rojas, Santos	6.750
Schmidt, Valerie	0.890
Silva, Ronald	4.848
Tag, Janelle	0.417
Tran, Duy	0.204

**SPRING**

Assignments during the period **01/30/11-05/29/11** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

**Coastline College**

<u>Name</u>	<u>LHE</u>
Marks, Karen	3.000

Justification: Assignment was misplaced due to change in department staff

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 **11/03/11 to 06/30/12**, not to exceed **786** hours:

Takemoto, Jack

**5. Educational Administrator**

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

**Reappointments**

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Contract Term</u>	<u>Plcmt</u>
Salinas-Rumps, Sallie	CCC	Interim Adm Dir, Workforce & Economic Development	11/20/11 to 06/30/12	D-32-04

**6. Classified Management**

None.

**7. Classified Staff**

None.

**8. Reclassification and Reorganization/Reassignment**

None.

**9. Classified Temporary Assignments**

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

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Daniel, Marion	CCC	Military Cont Ed Technician	Military Cont Ed Staff Aide	12/01/11	02/29/12	E-48-05
Mensah, Araba	CCC	Mil Cont Ed Technician, Int.	Mil Cont Ed Tech, III	12/01/11	02/29/12	E-48-04
Perdue, Brinda	CCC	Staff Asst	Special Assignment	11/03/11	01/31/12	E-52-05
Phan, Nikki	GWC	Nursing Innov Grant Clrk Intr	Typist Clerk, Sr	11/03/11	01/31/12	E-40-04

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>
Rymas, Colleen	DIST	Insur Claims Specialist	Envir Health & Safety Specilst, Sr	Extend from 11/30/11 to 02/29/12	E-64-03
Suarez, Kathy	OCC	Stud Fin Aid Tech	Special Assignment	Extend from 10/24/11 to 11/13/11	E-48-05
Wakim, Anis	OCC	Instr Food Serv Cood	Instructional Food Service Manager	Extend from 11/30/11 to 02/29/12	G-09-07

Classified Contract – On Call As Needed, 7.5% Special Assignment Differential

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>End Date</u>
Harris, Heather	OCC	Staff Aide	11/06/11	06/30/12
Lopez, Fausto	GWC	Custodian, Sr	08/29/11*	06/30/12

\*Justification: Emergency assignment due to the unexpected absence of department supervisor

Revision to Previous Board Action

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Area, Sheryl	OCC	Adm Asst to VP	Campus HR Analyst	07/01/09*	05/13/11	E-58-05

\*Revise earlier start date from 11/13/09; split assignment approved by VC HR

**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
Cosgrove, Ann	CCC	11/03/11	06/30/12	818030-847523	M,T,W,TH,F
Ho, Phuong	CCC	11/03/11	06/30/12	120155-854201	M,T,W,TH,F
Keyser, Nancy	OCC	11/07/11	06/30/12	124044-259300	M,W,F
Mott, Melissa	CCC	11/03/11	06/30/12	120010-850101	M,T,W,TH,F
Munoz, Suyapa	CCC	11/03/11	06/30/12	120155-854201	M,T,W,TH,F
Nguyen, Phuc	CCC	11/03/11	06/30/12	120010-850101	M,T,W,TH,F
Ostovarpour, Megan**	OCC	10/06/11	06/30/12	124005-256103	M,T,W,TH,F
Phomphakdy, Zenia	CCC	11/03/11	06/30/12	120010-850101	M,T,W,TH,F
Preciado, Anna	CCC	11/03/11	06/30/12	818030-820541	M,T,W,TH,F
Renault, Dameion***	OCC	09/13/11	06/30/12	812010-266851	M,T,W,TH,F
Seward, Linda	CCC	11/03/11	06/30/12	120010-850101	M,T,W,TH,F
Stone III, Albert	CCC	11/03/11	06/30/12	120010-850101	M,T,W,TH,F
Tieu, Julie	OCC	11/07/11	06/30/12	124044-259300	M,W,F
Wolff, Linda	CCC	11/03/11	06/30/12	120010-850101	M,T,W,TH,F

\*Justification: Employee was late bringing in proper New Hire documentation

\*\*Justification: Required for Learning Disabled Program under Title V regulations

\*\*\*Justification: Department submitted paperwork late to Personnel Office

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>
Bryan-Zwick, Jesse	GWC	11/03/11	06/30/12	110001-304502	M,T,W,TH,F
Gaines, Tyler	OCC	11/03/11	06/30/12	812035-210402	M,T,W,TH,F
Gaytan, Stephanie	OCC	11/03/11	06/30/12	812001-201592	M,T,W,TH,F
	OCC	11/03/11	06/30/12	110001-201591	M,T,W,TH,F
	OCC	11/03/11	06/30/12	120176-251045	M,T,W,TH,F

Minasian, Johnathan      GWC    11/03/11      06/30/12      813010-389803      M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Hull, Aaron	CCC	11/03/11	06/30/12	110001-885203	M,T,W,TH,F
Lopez, Aurelia*	OCC	09/10/11	06/30/12	812020-205401	M,T,W,TH,F
Romero, Tony	CCC	11/03/11	06/30/12	127007-885901	M,T,W,TH,F

\*Justification: Paperwork held up in campus Personnel Services

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>
Beichner, Brian*	OCC	09/01/11	05/29/12	110001-204001	T,TH
Da Rosa, Paulo	CCC	11/03/11	06/30/12	110001-847406	M,T,W,TH,F
Hamilton, Alexis	GWC	EXTEND	06/30/12	110001-348601	M,T,W,TH,F
	GWC	EXTEND	06/30/12	124031-348604	M,T,W,TH,F
	GWC	EXTEND	06/30/12	124031-648605	M,T,W,TH,F
	GWC	EXTEND	06/30/12	120151-354701	M,T,W,TH,F
	GWC	EXTEND	06/30/12	120151-354702	M,T,W,TH,F
Jimenez, Rodrigo	CCC	11/03/11	06/30/12	120010-850101	M,T,W,TH,F
Reyes, Jorge	GWC	11/03/11	06/30/12	813001-317105	M,T,W,TH,F
Rowland, John	GWC	11/03/11	06/30/12	813001-317105	M,T,W,TH,F
Vu, Christine**	OCC	10/06/11	06/30/12	124005-256101	M,T,W,TH,F
Wellengard, Samantha	OCC	11/03/11	06/30/12	812035-213004	M,T,W,TH,F

\*Justification: Paperwork submitted late to Personnel Office

\*\*Justification: Open entry class and abundance of learning disabled students

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>
Chang, Maryann	CCC	EXTEND	10/09/11	120080-853100	M,T,W,TH,F
Legaspi, Jodie	OCC	09/20/11	10/15/11	110001-249200	M,T,W,TH,F
Preciado, Anna	CCC	EXTEND	10/31/11	110001-849130	M,T,W,TH,F
Reyes, Gabriel	GWC	10/10/11	06/15/12	110001-385302	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

Barcenas, Anneli  
Bhakta, Rupa  
Coleman, Erin  
Hebron, Danielle  
Lechuga, Yajaira  
Martinez Pico, Judith  
Van Geem, Evan

## 12. Clinical Advisors/Summer

None.

## 13. Medical Professional Hourly Personnel

None.

#### 14. Student Workers

It is recommended that authorization be given for the following hourly employment of either full time students enrolled in 12 or more units per semester, or part time students enrolled in less than 12 units per semester in any college work-study program, or in a work experience education program, with duties performed not to result in the displacement of any classified personnel, or impair existing services.

##### Coastline College

Moreno, Liset  
Nguyen, Thuy  
Phan, Nykhoh  
Vu, Trinh

##### Golden West College

Alaalatoa, Vanessa  
Avalos, Angelica  
Claudio, Brittany  
Dang, Yen  
Do, Nhu  
Grunbaum, Andrew  
Hennes, Emily  
Hoang, Anh  
Jefferson-Simon, Nathaniel  
Le, Phuc  
Moananu, Victor  
Nguyen, Alex  
Nguyen, Chau  
Ono, Yasuko  
Pham, Hoang  
Pham, Thien  
Ratnayake, Hasaranga  
Sullivan, Megan  
Torres, Cindy  
Tran, Hiep  
Tran, Hoa  
Trinh, Nghiem  
Van, Bich

##### Orange Coast College

Duong, Trish  
Gomez, Kevin  
Jones, Ryan  
Kalil, Mariana  
Kim, Theavy  
Le, Binh  
Nguyen, Kevin  
Nguyen, Ky  
Nguyen, Thanh  
Nguyen, Toan  
Noriega-Goodwin, Natasha  
Serna, Ashley  
Tran, Brittany  
Tran, Huy  
Tran, John  
Tran, Truc  
Upton, Gerard  
Van, Anh

## **Full-Time Faculty Hiring Plan**

### **Background:**

Through natural attrition and early retirement incentives, the number of full-time faculty has declined approximately 27% over the past decade. The 2011 fall full-time faculty census shows that CCCD currently employs 414 full-time faculty members. All full time hiring for any employee group in the District must be carefully reviewed in the light of several factors, including areas of need and fiscal resources. Relative to full-time faculty hiring additional factors for consideration include the following:

- Essential role of full-time faculty in student engagement and student success
- Deficits in high student demand classes required for transfer, degree, or certificate completion
- Division level needs as determined through program vitality review
- Legal requirements including Faculty Obligation Number (FON) and 50% law
- Existing contractual agreements
- Optimum staffing levels among faculty, management (approximately 27% loss of positions over a decade - 44% certificated, 11% classified), and classified staff

Spring 2011 negotiations with the Coast Federation of Educators (CFE) resulted in an early retirement incentive, with terms described in a Memorandum of Understanding (MOU). The MOU with the CFE clarifies that faculty members who take advantage of the early retirement incentive will be replaced with tenure track faculty. The agreement also allows the colleges to replace the faculty members in areas of priority vs. making appointments in the same area as the retiring faculty member. The MOU provides that a final irrevocable decision regarding retirement will be in place no later than November 30, 2011.

Currently 28 faculty members have indicated interest in the program. However, two weeks still remain before the District will know with certainty the number of faculty members taking advantage of the incentive and the specific divisions that will be impacted by departures.

### **Next Steps in Replacing Retiring Faculty:**

Each college has procedures in place for ranking faculty hiring priorities. Presidents and Vice Presidents of Instruction, in consultation with the Academic Senates at Coastline and Golden West, and the Instructional Planning Council at Orange Coast, make the final determination of

prioritization of faculty hiring and, ultimately, submit requests to the District Office for open recruitment.

### **Timeline for Moving Forward, 2011-2012:**

- **Thursday, December 1:** Human Resources will provide the list of faculty members availing themselves of the retirement incentive to the Chancellor, each college President, and the Vice Chancellors.
- **December 2011:** College Presidents and Vice Presidents will examine the lists, emerging college needs, and the faculty rankings for hiring priorities. Presidents Council will discuss the district-wide prioritization of positions and make the final determination of which faculty positions will be recruited/filled.
- **December 2011:** Faculty job descriptions will be developed/refined; faculty positions will be posted for active recruitment.
- **January 28, 2012:** The recruitment office will attend the California Community College Registry job fair at the Westin LAX in an effort to heighten awareness of openings.
- **February – March 2012:** Faculty hiring committees will receive orientation to prepare for the hiring at each division level. Faculty applicant pools will be released to colleges for local paper screening and interview phase.
- **May 2012:** Selection and offers made to successful candidates.
- **August 2012:** Starting date for new faculty members.

### **Desired 21<sup>st</sup> Century Qualifications for Incoming Faculty**

More important than the number or timing of hiring new faculty is the opportunity to focus squarely on the skills and qualifications of faculty that will influence the direction and relevance of the Coast Community College District for the foreseeable future.

The importance of full-time faculty in providing a rich array of educational experiences for students cannot be overstated. Separate from the specific content delivery is the crucial need for faculty to invest in students in ways that foster retention and student achievement. The rapid pace of technological advances also increases the need for faculty members who are adept in the use of technology and who are able to facilitate learning through multiple modalities. A list of qualities to be explored with Faculty Senates, district-wide, could include the following:



## Twenty-first Century Faculty Member Profile – Straw Design

- 1) Academic Discipline
  - a) Depth: Demonstrates a depth of content area knowledge sufficient to assist students at a range of content achievement levels.
  - b) Breadth: Demonstrates sufficient breadth of content area expertise to be able to assist students across a range of content learning challenges.
  - c) Multi-disciplinary: Demonstrates the ability to diagnose learning challenges attributable to the lack of supporting skills from other disciplines.
- 2) Technology
  - a) Demonstrates knowledge of online resources accessible to students for initial teaching and re-teaching of desired learning outcomes.
  - b) Demonstrates use of technology for personal and professional activities.
  - c) Demonstrates use of technology to monitor student learning, and prescribe learning activities.
- 3) Instruction
  - a) Demonstrates knowledge of various learning (cognitive) styles.
  - b) Ability to identify a student's preferred learning style.
  - c) Ability to prescribe learning activities based on student's preferred learning style.
  - d) Demonstrates ability to vary instructional delivery and possesses a working knowledge of a range of instructional strategies including coaching, grouping, collaborative learning, project work, etc.
  - e) Demonstrates the ability to design instructional activities at the application level and to relate curriculum to real world experiences.
  - f) Demonstrates the ability to prescribe learning activities designed to address gaps in necessary supporting skills from other disciplines.
  - g) Applies instructional practices designed optimize individual student achievement in a value-added context.
- 4) Guidance
  - a) Enjoys and respects students
  - b) Demonstrates a commitment to individual student success and growth.
  - c) Assists students in identifying and pursuing long-range education and career goals.
- 5) Professional Growth
  - a) Demonstrates commitment to innovation and continuous improvement in understanding and application of sound instructional strategies
  - b) Demonstrates current knowledge of recent developments in academic discipline.
  - c) Demonstrates commitment to life-long learning.
- 6) Institutional Support and Support for Student Organizations
  - a) Demonstrates commitment to overall college vitality and effectiveness.
  - b) Demonstrates commitment to student organizations and college life.
  - c) Demonstrates community engagement with local K-12 and/or institutions of higher learning; local business and industry; and/or with local community service organizations.

As the District re-examines mission and goals in a rapidly changing environment, faculty hiring to replace those leaving through attrition may, in the near term, run on a different track based on visioning with leadership groups, district-wide. Intermediate alternatives will be explored that

maximize flexibility during a review phase of organizational needs as new challenges and opportunities emerge. Hiring temporary faculty, part-time faculty, teaching administrators and other viable options for filling faculty positions may be pursued to retain flexibility and respond nimbly to environmental change factors.

### **Precepts for long-range planning**

- The pace of faculty retirements will remain steady for the next several years given the age demographics of existing faculty.
- Technology will change the face of education at an increasingly rapid rate.
- Students will increase demands for flexibility in when and how learning occurs.
- Students will have global access to faculty experts in every discipline imaginable; therefore, full-time faculty will have an increasing role in facilitating student-directed learning, rather than providing faculty-directed lecture based instruction.
- Lifelong learning has and will increase in importance, and faculty will need to continually invest in their own learning.

*In times of change learners inherit the earth; while the learned find themselves beautifully equipped to deal with a world that no longer exists. Eric Hoffer*

### **Long-Range Hiring Plan**

- The goal of a 60% completion rate will require an engaged and committed core of full-time faculty. Therefore, each college will continue to hire full-time faculty to sustain programs in areas of high student demand, promote high level thinking and problem solving, align with community needs, and/or align with transfer requirements.
- Position rankings will continue to be heavily relied upon as the District has resources to hire full-time faculty.
- A focus on STEM (Science, Technology, English, and Math) will influence faculty hiring priorities.
- Investment in existing or new programs will be informed through program vitality review.
- The District will adhere closely to the FON and, long-range, does not plan to exceed the FON, but will blend technical resources and full-time faculty expertise to maximize resources while promoting student achievement in the context of a rapidly changing education environment.
- To manage 50% Law compliance, the District will also complement full-time faculty with an engaged, qualified group of part-time faculty.

**Coast Community College District**  
**BOARD POLICY**  
Chapter  
Business Operations

---

## **BP 3600 Auxiliary Organizations**

### **1.1 RECOGNITION AND ESTABLISHMENT OF AUXILIARY ORGANIZATIONS**

- a. **The Board of Trustees may recognize auxiliary organizations, pursuant to Section 72670** ~~Recognition of the establishment of an auxiliary organization by the Board of Trustees pursuant to Section 72672(e) of the *Education Code* and Sections 59255 and 59257(a) of Title 5 of the *California Code of Regulations*. shall require that, when an organization will serve the District, a recommendation of Board recognition be submitted to the Board of Trustees by the Chancellor; or that, when an organization primarily will serve a College, a recommendation of Board recognition be submitted to the Board of Trustees by the Chancellor on behalf of a College President.~~
- b. Prior to the recognition of an auxiliary organization, a public hearing on the recommendation will be held at a time, place, and manner determined by the Board of Trustees;
- c. The approval by the Board of Trustees of the establishment of the auxiliary organization shall include a designation of the recognized services, programs, and functions and an identification of the number and category or categories of members of the Board of Directors of the auxiliary organization.
- d. The approval of an auxiliary organization shall involve approval of a written agreement between the District and the auxiliary organization, pursuant to Section 59257 of Title 5 of the *California Code of Regulations*.
- e. **Regarding public records**, each auxiliary organization shall comply with **Sections 72690 et seq. of the *Education Code***. ~~California Public Records Act ("CPRA"), Section 6250 of the *Government Code*, except that information and documents identifying donors shall be considered exempt from disclosure under the CPRA.~~

### **1.2 RECOGNIZED SERVICES, PROGRAMS, AND FUNCTIONS**

Auxiliary organizations may be recognized and established for the purpose of providing supportive services and specialized programs for the benefit of the Coast Community College District. Pursuant to Sections 59257(b) and 59259 of Title 5 of the *California Code of Regulations*, the services, programs, and functions which may be undertaken by auxiliary organizations and which have been determined by the Board of Trustees and the Board of Governors to be appropriate, include:

Student association or organization activities;

Bookstores;  
Food and campus services;  
Student union programs;  
Facilities and equipment, including parking;  
Loans, scholarships, grants-in-aid;  
Workshops, conferences, institutes, and federal projects;  
Alumni activities;  
Supplementary health services;  
Gifts, bequests, devises, endowments, and trusts;  
Public relations programs.

In accordance with Section 72671 of the *Education Code*, the services, programs, and functions may be performed by an auxiliary organization as part of a joint powers agreement, upon approval by the Board of Trustees.

### 1.3 COMPOSITION AND SIZE OF BOARDS OF DIRECTORS

Pursuant to **Section 72674** ~~Section 59279(e)~~ of the ***Education Code*** ~~Title 5 of the *California Code of Regulations*~~, the Board of Directors of each auxiliary organization shall have the following composition:

- a. The Board of Directors of student associations or organizations shall consist primarily of students. The President or his/her representative shall attend and participate in meetings of the Board of Directors in order to advise on policy and to provide for the control and regulation required by law.
- b. Any other District-approved auxiliary organization shall have a Board of Directors appointed in accordance with the organization's articles of incorporation or bylaws, and consisting of voting membership from each of the following categories:
  - District employees
  - Members of the community
  - Students
- c. The size of the Board of Directors of an auxiliary organization shall be at least large enough to accommodate all the categories from which board members are selected. Members of the Board of Directors shall serve without compensation in their role as directors.
- d. Each auxiliary organization shall have the benefit of the advice and counsel of at least one attorney admitted to practice in the State of California, and at least one licensed certified public accountant; however, neither the attorney nor the public accountant need be a member of the Board of Directors.
- e. At the annual organizational meeting, the President of the Board of Trustees, upon approval by the Board of Trustees, shall appoint, for a one-year term, a regular member of the Board of Trustees to serve as a liaison to the Board of Directors of each of the District's auxiliary organizations, as defined in Section 72670 of the *Education Code*, except for student organizations as defined in Section 76060 of the *Education Code*. The liaison may, but is not required to,

participate in fundraising activities for the auxiliary organization, serve on committees of the auxiliary organization, and make financial contributions to the auxiliary organization. Members of the Board of Trustees shall not serve as voting members of a Board of Directors of an auxiliary organization of the District.

#### **1.4 BUSINESS MEETINGS**

The Board of Directors of each auxiliary organization shall conduct its business meetings in public in accordance with the Brown Act, Sections 54950 *et seq.* of the *Government Code*, and shall, during each fiscal year, hold at least one business meeting each quarter.

#### **1.5 SALARIES, WORKING CONDITIONS, AND BENEFITS OF FULL-TIME EMPLOYEES**

- a. Except as otherwise provided in this Policy, the Board of Directors of each auxiliary organization shall, pursuant to Section 72672(c) of the *Education Code*, provide salaries, working conditions, and benefits for its full-time employees that are comparable to those provided District employees performing substantially similar services. For those full-time employees who perform services that are not substantially similar to the services performed by District employees, the salaries established shall be comparable to the salaries prevailing in other educational institutions in the area or commercial operations of like nature in the area.
- b. Pursuant to Section 72672(c) of the *Education Code*, the Board of Directors of each auxiliary organization may provide retirement benefits different from those provided comparable District employees and may withhold retirement benefits or permanent status benefits or both from temporary employees. For the purpose of this Policy, a "temporary employee" is:
  - (1) An employee employed for a specific research project, workshop, institute, or other special project funded by any grant, contract, or gift; or
  - (2) An employee whose contract of employment is for a fixed term not exceeding three years.
- c. Pursuant to Section 72672(c) of the *Education Code*, the Board of Directors of each auxiliary organization may withhold permanent status benefits from executive employees. For the purposes of this regulation, an executive employee is any management employee with responsibility for the development and execution of the auxiliary organization's policies and includes, but is not limited to, general managers, managers, directors, and the like, as determined by the Board of Directors of each auxiliary organization.
- d. Pursuant to Section 72672(d) of the *Education Code*, should retirement benefits be provided, they may, but need not, be provided by the Public Employees' Retirement System.
- e. Any newly created auxiliary organization is exempted from the requirement of providing retirement benefits for a period not to exceed three years from the date on which the Board of Trustees recognizes the establishment of such auxiliary organization.

## 1.6 EXPENDITURES AND FUND APPROPRIATION

The Board of Directors of an auxiliary organization shall approve all expenditure authorizations. Appropriations of funds for use outside of the normal business operations of the auxiliary organization shall be approved in accordance with District policies and regulations. .

## 1.7 ACCOUNTING AND REPORTING

The Board of Directors of all auxiliary organizations, except those exempted in Section 72673 of the *Education Code*, shall

- a. Utilize a standard accounting and reporting system established by the Chancellor of the California Community Colleges.
- b. Implement financial standards which will assure the fiscal viability of such various auxiliary organizations. Such standards shall include proper provision for professional management, adequate working capital, adequate reserve funds for current operations, capital replacements, contingencies, and adequate provisions for new business requirements.
- c. Each District-wide auxiliary organization shall submit its programs and budgets for review at a time and in a manner specified by the Chancellor. Programs and budgets for auxiliary organizations primarily serving a College shall be submitted to that College President for review, and to the Chancellor.
- d. Should the President or Chancellor determine that any program or appropriation planned by an auxiliary organization is not consistent with District or College policy, the program or appropriation shall not be implemented. Further, should a program or appropriation which has received approval, upon review be determined to be operating outside the acceptable policy of the Board of Governors, the District, or the College, then that program or appropriation shall be discontinued by direction of the President until further review is accomplished and an appropriate adjustment is made.

## 1.8 FUNDS

- a. All money collected by or on behalf of a student body auxiliary organization shall be deposited in trust by the chief fiscal officer of the College. All such money shall be accounted for properly and, subject to the approval of the College President or designee and the appropriate officer of said organization, be deposited or invested in any one or more of the ways specified in Sections 76063 and 76064 of the *Education Code*.
- b. The chief fiscal officer of the College shall be custodian of all unexpended funds and money collected by or on behalf of a student body auxiliary organization and shall provide the necessary accounting records and controls for such funds. These funds may be expended by the custodian only upon the submission of an appropriate claim schedule by officers of said organization.

- c. Trust funds shall be used exclusively for the purpose designated in the instrument creating the trust.
- d. Funds of an auxiliary organization shall be used for purposes consistent with District and College policy, and shall not be used:
  - (1) To support or oppose any candidate for public office, whether partisan or not, or to support or oppose any issue before the voters of this State or any subdivision thereof or any city, municipality, or local governmental entity of any kinds, **except that an auxiliary organization may use its own funds to support a bond measure for the District.**
  - (2) To make personal loans for non-educationally related purposes, except that such loans be made when specifically authorized by a trust instrument under which the funds were received.
- e. An indemnity bond shall be obtained by an auxiliary organization for its fiscal officer who is responsible for handling funds of the auxiliary organization.
- f. Grants, bequests, trusts, donations, and gifts accepted by an auxiliary organization shall be maintained in accordance with policies and regulations established by the College and the District. With respect to proposed gifts to the District, the Chancellor shall decide, after consulting with the donor, whether a donor's proposed gift should be accepted by the District or referred to any auxiliary organization.
- g. Gifts of real property are subject to review by the College President, but may not be approved by the College President without express direction from the Chancellor and the Board of Trustees and upon review by the General Counsel.
- h. Funds derived by an auxiliary organization from indirect cost payments and which are not needed to provide adequate working capital, reserve funds for current operations, capital replacements, contingencies and adequate provisions for new business requirements shall be appropriated in a manner consistent with policies established by the District; uses of such funds shall be regularly reported to the Board of Trustees, through the Chancellor.
- i. No District funds or resources, other than those funds or resources derived from gifts or bequests to the District, shall be transferred by the District, or by any College within the District, to any of its auxiliary organizations for the purpose of either avoiding laws or regulations which constrain community college districts or providing the District with an unfair advantage with respect to the application of any State funding mechanism. Such State funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding, Extended Opportunity Programs and Services funding, and funding for programs and services for handicapped students.

#### 1.9 **AUTHORITY AND RESPONSIBILITY OF AUXILIARY ORGANIZATIONS**

- a. Auxiliary organizations shall not offer courses for which State funding is received.

- b. All services, programs, and activities that may be undertaken by an auxiliary organization shall be maintained for the general benefit of the educational program of the District and its colleges. Upon Board of Trustees approval, an auxiliary organization may assume any of the services, programs, and activities listed in this Policy.
  - (1) To provide the fiscal means and the management procedures that allow the College and/or District to carry on educationally related activities not normally funded by the State;
  - (2) To provide fiscal procedures and management systems that allow effective coordination of the auxiliary activities with the College and/or District in accordance with sound business practices.
- c. An auxiliary organization may not enter into any contract or other business arrangement involving real property, either by lease or by purchase, without the prior approval of the Board of Trustees.
- d. The District shall maintain a list of all auxiliary organizations in good standing.
  - (1) All auxiliary organizations which, after periodic review in the manner specified herein, are found to be in compliance with applicable laws and regulations shall be included in this list.
  - (2) When the Chancellor or the Board of Trustees has reason to believe that a particular organization should be removed from this list, he/she/it shall give the Board of Directors of such organization reasonable notice that a conference will be held to determine whether grounds for removal do, in fact, exist, and representatives of said board shall be entitled to be present at such conference and to be heard. Based upon such conference, the Chancellor shall decide whether a particular organization should be removed from the list. The Chancellor or the Board of Trustees may remove such an auxiliary organization from said list, and may make such other provisions consistent with law as may be appropriate with respect to an auxiliary organization not included on said list. Any such actions by the Chancellor shall be reported to the Board of Trustees for ratification.

#### 1.10 RECORD-KEEPING

- a. **Records and Annual Audit**

An auxiliary organization shall maintain adequate records and shall prepare an annual report showing its operations and financial status as may be required by the Board of Governors, District, or College President.

- b. **Compliance Review by Chancellor**

For a District-wide auxiliary organization, the Chancellor's designee shall inspect and review all auxiliary organization procedures and practices to determine compliance with policies, rules, and regulations of the Board of Governors and



the District, and make his/her recommendations to the Chancellor and the Board of Directors of the auxiliary organization regarding said procedures and practices. This shall be done at the end of the first complete year after approval, and at least every three years thereafter. The decision of the Chancellor shall be made after he/she has invited comments from the Board of Directors of the auxiliary organization. Reports and statements shall cover all activities of the organization.

**c. Compliance Review by College**

For an auxiliary organization which primarily serves a single College, the President's designee shall inspect and review all procedures and policies to determine compliance with Sections 72670 through 72682 of the *Education Code*, and with policies, rules and regulations of the Board of Trustees and policies of the College, and to make his/her recommendations to the President and the governing board of the auxiliary organization regarding said procedures and policies. The decision of the President on the recommendations of the President's designee shall be made after he/she has invited comments from the governing board of the auxiliary organization. This review also shall determine compliance with any written agreement with the District, and with the auxiliary organization's articles of incorporation and bylaws, and shall be conducted on an annual basis.

**d. Audit**

Each auxiliary organization shall have an annual fiscal audit of any and all of its funds. The audit shall be performed by a certified public accountant in accordance with procedures prescribed by the Board of Governors, as contained in the "California Community College Auxiliary Organization Accounting and Reporting System." Copies of the annual audit report shall be submitted to the Board of Trustees and to the Board of Governors' Office within 30 days after it is received by the auxiliary organization. Thereafter, it shall be a public record, except as otherwise provided by law. Such audit may be conducted as part of a fiscal audit of the District itself.

Auxiliary organizations shall annually publish an audited statement of their financial condition which shall be disseminated as widely as feasible and be available to any person on request. A reasonable fee may be charged to cover the costs of providing a copy. When an auxiliary organization primarily serves a single college of the District, the auxiliary organization shall comply with this requirement by:

- (a) Publishing the audited financial statement in a campus newspaper; or
- (b) Publishing a notice in a campus newspaper indicating the on-campus location where copies of the financial statement may be obtained or reviewed; or
- (c) Publishing or noticing the audited statement in a campus bulletin or other appropriate medium if a campus newspaper is unavailable.

### 1.11 WRITTEN AGREEMENT

A written agreement between the Coast Community College District and each auxiliary organization is required. The written agreement shall, among other things, provide for the following:

- a. The services, programs, or functions the auxiliary organization is to manage, operate, or administer.
- b. A statement of the reasons for administration of the functions by the auxiliary organization instead of by District or College under usual District procedures.
- c. The areas of authority and responsibility of the auxiliary organization and the District or College.
- d. The facilities and services to be made available by the District or College to permit the auxiliary organization to perform services, programs or functions specified in the written agreement.
- e. The charge or rental to be paid to the District by the auxiliary organization for the facilities used or services provided in connection with the performance of its function. The charge or rental specified shall not require involved methods of computation, and should be identified in sufficient time before it is incurred so that the organization may determine to what extent it shall be liable therefor.
- f. Full reimbursement to the District for services performed by the District or by District employees under the direction of or in support of the auxiliary organization. Student body auxiliary organizations may be exempt from reimbursing all or any portion of the costs for such services. Methods of proration where services are performed by District employees for the organization shall be simple and equitable.
- g. A simple but equitable method of determining in advance to what extent the organization shall be liable for indirect costs relating to federally-sponsored programs.
- h. The responsibility for maintenance and payment of operating expenses.
- i. A statement that, with respect to expenditures for public relations or other purposes which would serve to augment District appropriations for operation of the District, the auxiliary organization may expend funds in such amount and for such purposes as are approved by the Board of Directors of the auxiliary organization. The Board of Directors shall file with the Chancellor a statement of such policy on accumulation and use of public relation funds for all auxiliary organizations. The statement shall include the policy and procedure on solicitation of funds, source of funds, expenditures, and procedures of control. In the case of an auxiliary organization serving a College of the District, the College President shall file such a statement with the Chancellor.

- j. The disposition to be made of net earnings derived from facilities owned or leased by the auxiliary organization, including earnings derived from facilities owned or leased by the auxiliary organization, and provisions for reserves.
- k. The disposition to be made of net assets and liabilities on dissolution of the auxiliary organization or cessation of operations under the agreement.
- l. The covenant of the auxiliary organization to maintain its organization and to operate in accordance with Sections 72670 through 72682 of the *Education Code* and with the regulations contained in Sections 59250 *et. seq.* of Title 5 of the *California Code of Regulations*, as well as District Policy.

#### 1.12 **USE OF COLLEGE OR DISTRICT NAME**

Except for student body associations organized and operating under Education Code Section 76060 of the *Education Code*, no organization may use the name of the Coast Community College District or a community college of the District or otherwise represent a relationship with Coast Community College District or a College of the District, except pursuant to written license of the District, or unless the organization has been recognized and established as an auxiliary organization by the Board of Trustees and is in good-standing with the District.

#### 1.13 **ADMINISTRATIVE AUTHORITY**

The Chancellor or his/her designee shall provide, and may from time to time implement and revise procedures for the administration of this Policy.

Adopted February 16, 2011  
Revised June 15, 2011  
Revised XXXXXXXX



## **AFFILIATION AGREEMENT**

**THIS AFFILIATION AGREEMENT** ("Agreement") is made and entered into as of the later of November 1, 2011, or the execution of the Agreement by both parties (the "Effective Date") between Coastal Communities Hospital, Inc., a California corporation doing business as Coastal Communities Hospital ("Hospital") and Coast Community College District/GWC ("School").

### **RECITALS:**

A. School offers to enrolled students a degree program in the field of Associate Degree Nursing.

B. Hospital operates a comprehensive inpatient acute care 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 in an acute care facility.

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:

- (1) orientation of students to the clinical experience at Hospital;
- (2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
- (4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
- (5) supervision of students and their performance at Hospital;

(6) participation, with the students, in Hospital's Quality Assurance and related programs; and

(7) 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, evidence of immunity from rubella, measles and chicken pox, 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.

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual receive training regarding patient information privacy practices. School shall maintain training records ("Training Records") for a minimum of six years, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that received training regarding patient information privacy practices. Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. **Criminal Background Verifications.** School acknowledges that each student shall be required to submit to a criminal background check as a condition of participation in the Program and shall assist Hospital as reasonably requested to assure the timely completion of this review. 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 criminal history.

## 2. **RESPONSIBILITIES OF HOSPITAL.**

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 acute 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, officers, directors, 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 de-

identified 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.** School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, the following insurance coverage as outlined below.

a. Such coverage (general liability and professional liability) 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.

b. Insurance shall cover themselves and their respective employees.

c. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure general liability and professional liability coverage. In the case of workers' compensation, if not covered by the School, Program Participants (students) need to secure their own health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with insurer(s) having a minimum "A" BEST rating.

d. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof.

e. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage, including a 30 day notice of cancellation clause.

9. **TERM; TERMINATION.**

a. **Term.** The initial term of this Agreement shall be two (2) years, commencing on the Effective Date.

b. **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.

c. **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.

d. **Termination During the First Twelve Months of the Initial Term.** In the event this Agreement is terminated during the first twelve months of the Initial Term, the parties shall be prohibited from entering into the same arrangement with each other until after the expiration of the first 12 months of the Initial Term. The provisions of this Subsection shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

10. **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.

11. **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.

12. **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.

13. **ARBITRATION.** In the event of any dispute arising out of or relating to this Agreement, then such dispute shall be resolved solely and exclusively by confidential binding arbitration with the Orange County branch of JAMS ("JAMS") to be governed by JAMS' Commercial Rules of Arbitration in effect at the time of the commencement of the arbitration (the "JAMS Rules") and heard before one arbitrator. 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. Each party shall bear its own attorneys' fees, expert witness fees, and costs incurred in connection with any arbitration.

14. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

15. **NO WAIVER.** 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 of the provisions contained herein.

16. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

17. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of School, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of School as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

18. **NOTICES.** All notices hereunder by either party to the other 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, addressed as follows:

If to School:                      Golden West College  
   15744 Golden West Street  
   Huntington Beach, CA 92647  
   Attn: Lani French, Program Coordinator

If to Hospital:                      Coastal Communities Hospital  
   2701 S. Bristol St.  
   Santa Ana, CA 92704  
   Attn: Chief Executive Officer

or to such other persons or places as either party may from time to time designate by written notice to the other.

20. **MASTER LIST OF CONTRACTS.** Hospital shall maintain a master list of contracts that is maintained and updated centrally and is available for review by the Secretary of the United States Department of Health and Human Services upon request.

**[THIS SECTION LEFT BLANK INTENTIONALLY - SIGNATURE ON NEXT PAGE]**

**COASTAL COMMUNITIES HOSPITAL, INC.**  
**A CALIFORNIA CORPORATION D/B/A**  
**COASTAL COMMUNITIES HOSPITAL**

**COAST COMMUNITY COLLEGE**  
**DISTRICT/GWC**

By: \_\_\_\_\_  
Name: Craig G. Myers  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President, Board of Directors  
Date: \_\_\_\_\_

## **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 Coastal Communities Hospital ("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/GWC ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

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 (GWC) ("School") and Coastal Communities Hospital ("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



## Appendix C to ONLINE TUTORING SERVICES AGREEMENT

### STATEMENT OF WORK (SOW)

(Statement of Work Dated 10/7/11)

This Statement of Work ("SOW") is made under, and governed by the Online Tutoring Services Agreement for SMARTHINKING, entered into between Coast Community College District (Client) and Smarthinking, Inc., Master Agreement Dated September 3, 2009. Pricing offered in this SOW is valid until November 15, 2011.

#### A. Term of SOW:

Start Date: September 1, 2011  
End Date: August 31, 2014

*All Tutoring Services and Professional Services must be used during the term of this SOW. Unused hours expire at the termination date of this SOW and are not refundable.*

#### B. The following list of purchases and deliverables are agreed to by the Parties:

##### Tutoring Services

Total Cost	Service Includes
\$111,000.00	• up to an aggregate of 4400 hours during the term of the SOW

##### Additional Services

• Annual Fee (3 Years): \$9,000.00

**TOTAL FEES DUE SMARTHINKING PURSUANT TO THIS SOW: \$120,000.00**

**SMARTHINKING all fees within thirty(30) days of the Date this SOW is signed by Client.**

#### BILLING INFORMATION

CLIENT: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
email: \_\_\_\_\_

☐ I would like to receive any additional invoices via email.

#### CLIENT SIGNATURE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed by Client

\_\_\_\_\_  
Telephone

☐ I would like to receive any additional invoices via email.  
Email Address: \_\_\_\_\_

Smarthinking, Inc.



\_\_\_\_\_  
Signature

**Krishnan Ganesh, President and CEO**

\_\_\_\_\_  
Printed Name and Title

Fax: 206-260-8525

#### Remit Payment by Check to:

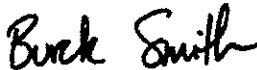
NCS Pearson, Inc.  
13036 Collection Center Drive  
Chicago, IL 60693

SMARTHINKING Rep: Darrell McCarron  
e-mail: [dmccarron@smarthinking.com](mailto:dmccarron@smarthinking.com)



# ONLINE TUTORING SERVICES AGREEMENT

This **ONLINE TUTORING SERVICES AGREEMENT** (the "Master Agreement" or "Agreement") is entered between **SMARTHINKING, INC.**, a Delaware corporation located at 1900 L St., NW Suite 301, Washington, DC 20036 ("SMARTHINKING") and **Coast Community College District (Orange Coast College)** ("CLIENT") (each a "Party", and collectively the "Parties").

<b>I. BILLING INFORMATION</b> <b>CLIENT</b> Coast Community College District (Orange Coast College) <b>Attn:</b> Dr. Melissa Berta Title III Project Director Professor of Mathematics <b>Address:</b> 2701 Fairview Road Costa Mesa, CA 92628 <b>Phone:</b> (714) 432-5685  <b>Fax:</b> <b>e-mail:</b> mberta@occ.cccd.edu  <b>SMARTHINKING Rep:</b> Bruce Wilcox <b>e-mail:</b> bwilcox@smarthinking.com	<b>II. TERM:</b> <b>A. Master Agreement Date:</b> July 10, 2008  <b>B. Agreement continues until July 31, 2012 or until written notice of termination is made by either Party at the conclusion of an existing "Statement of Work(s)" as described below.</b>  <b>SMARTHINKING FIN:</b> 52-2180596 <i>Prices guaranteed for 30 days from date of contract initiation.</i>
<b>III. SERVICES:</b> <b>A. <u>SMARTHINKING Tutoring Services.</u></b> At the request of Client, SMARTHINKING shall provide to a person enrolled as a student in Client's institution ("Student") one-to-one online tutoring services ("SMARTHINKING tutoring services"). SMARTHINKING Services shall consist of live and asynchronous tutoring services provided via SMARTHINKING's Web site, currently located at <a href="http://www.SMARTHINKING.com">www.SMARTHINKING.com</a> ("SMARTHINKING.com"). See Appendix A for a description of tutoring services. <b>B. <u>SMARTHINKING Professional Services and Platform Licensing.</u></b> At request of Client, SMARTHINKING shall provide to Client professional services ("SMARTHINKING professional services") to support Client's implementation and operation of SMARTHINKING tutoring services at its Institution. At request of Client, SMARTHINKING shall provide Client with a platform license to operate its tutors using the SMARTHINKING platform and hosting. See Appendix B for a description of professional services and platform licensing. <b>C. <u>Exclusions.</u></b> SMARTHINKING shall not be responsible for obtaining or providing any communications hardware necessary to access or use the SMARTHINKING Services, including, but not limited to, Internet service, telephones, access lines, modems and computer equipment. <b>D. <u>Access.</u></b> SMARTHINKING shall provide Client with usernames and passwords to provide to students that will allow them to access the services provided by SMARTHINKING. SMARTHINKING will track and report on the use of such usernames and passwords.	
<b>IV. SCOPE and SERVICE FEE:</b> <b>A. <u>Scope.</u></b> SMARTHINKING shall provide Client with the services, as set forth in Appendixes A and B, as described in an initial Statement of Work (SOW) (Exhibit C), and any subsequent Statement (s) of Work that are signed by the Parties and are incorporated into and made part of this Online Tutoring Services Agreement. All SOWs shall be dated and contain a term or end date. <b>B. <u>Service Fee.</u></b> In consideration of the SMARTHINKING Services described in a SOW, Client shall pay SMARTHINKING all fees within thirty (30) days of the Date the SOW is signed by Client. The provisioning of SMARTHINKING Services is contingent upon full payment.	
<b>SMARTHINKING:</b>   _____ <i>Signature</i>  <b>Burck Smith, CEO &amp; Co-Founder</b> _____ <i>Printed Name and Title</i>	<b>CLIENT:</b>  _____ <i>Signature</i>  <b>C.M. Brahmhbhatt,</b> _____ <b>Vice-Chancellor, Administrative Services</b> _____ <b>Coast Community College District</b> _____ <i>Printed Name and Title</i>  _____ <i>Date Signed by Client</i>



## **V. GENERAL**

### **1. TERM AND TERMINATION.**

1.1 Term. This Master Agreement shall become effective upon the Effective Date and shall remain in effect until July 31, 2012 or until written notice of termination is made by either Party at the conclusion of an existing Statement of Work(s).

1.2 Termination. Either Party may, at its option, terminate this Agreement if a material default is not corrected within forty-five (45) days after receipt of a written notice of the default.

1.3 Suspension. Without limiting any other rights hereunder, SMARTHINKING reserves the right to immediately suspend its services hereunder if (i) the Client course creates a reasonable risk of liability for infringement of intellectual property, defamation, invasion of privacy or similar complaints, (ii) a Student's actions is reasonably considered harmful, abusive, hateful, obscene, or threatening, (iii) Client distributes user names or passwords in contravention of this Agreement.

1.4 Effects of Termination. Upon termination or expiration of this Agreement, the rights and licenses granted herein shall immediately terminate. In the event of termination or expiration of this Agreement, any term or provision of this Agreement, or portion thereof, that by its nature survives the termination or expiration of this Agreement shall survive and continue in effect and shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and assigns.

### **2. ACCESS CONTROL.**

2.1 Distribution. Client is responsible for distributing usernames and passwords to its Students, each of which is solely responsible for maintaining their confidentiality. SMARTHINKING shall provide ability for Client to create usernames and passwords for student accounts. Client shall notify SMARTHINKING immediately of any unauthorized use of any account or password.

2.2 Access to Archives. Upon expiration of this Agreement for any reason, or the end of a term of an SOW, Client's students shall retain access to their archived tutoring sessions for up to sixty (60) days and Client shall retain access to archived reports for up to ninety (90) days. During the term of this Agreement, Client's students and Client shall have access to archived tutoring sessions and reports for up to one (1) year.

### **3. PAYMENT.**

3.1 Late Fee. Client shall pay SMARTHINKING a surcharge of one percent (1%) per month or the maximum rate allowed by law, whichever is less, on any fees not paid when due under this Agreement.

3.2 Taxes. If applicable, each Party shall be exclusively liable and bear total responsibility for the payment of any and all taxes due in connection with the sale of products or services under this Agreement. All payments due under this Agreement or any Exhibits shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant governmental revenue authority then in effect. If Client is required to deduct or withhold, Client will promptly notify SMARTHINKING of the requirement, pay the required amount to the relevant governmental authority, provide SMARTHINKING with an official receipt or certified copy or other documentation acceptable to SMARTHINKING evidencing payment, and pay to SMARTHINKING, in addition to the payment to which SMARTHINKING is otherwise entitled under this Agreement or any Exhibits, such additional amount as is necessary to ensure that the net amount actually received by SMARTHINKING equals the full amount SMARTHINKING would have received had no such deduction or withholding been required.

### **4. MARKETING and SURVEYS.**

4.1 As may be permitted by the schools' Rules and Regulations, client shall make available to its Students and faculty implementation materials provided by SMARTHINKING from time to time. Client grants SMARTHINKING during the Term a right to use Client's name in factual statements about Client's status as a client in product brochures and similar materials, financial reports, and prospectuses.

4.2 Client grants SMARTHINKING the right to conduct performance surveys regarding SMARTHINKING services and software of Client students and other users of SMARTHINKING.com. Client shall have access to all survey results submitted by its Students.

### **5. USE OF SMARTHINKING.COM.**

5.1 Terms of Use. Student access to SMARTHINKING.com and the SMARTHINKING Services is governed by the restrictions, rules, or conditions outlined in the Terms of Use and Privacy Policy Statement upon initial log-in to SMARTHINKING.com, and as may be updated and published from time to time by SMARTHINKING.

### **6. INTELLECTUAL PROPERTY.**

6.1 Client Course. No title to or ownership of any portion of the Client's course, or to any proprietary or intellectual property rights related therein, is transferred by virtue of this Agreement. The Client's course shall remain the Client's sole and exclusive property. Client warrants and represents that its course does not infringe any intellectual property or other proprietary rights, including, by way of example and not limitation, any patent, trademark, trade secret, copyright, moral rights or any similar right.

6.2 SMARTHINKING. No title to or ownership of any portion of SMARTHINKING.com or the SMARTHINKING Services is transferred by virtue of this Agreement and SMARTHINKING.com and the SMARTHINKING Services shall remain SMARTHINKING's sole and exclusive property. SMARTHINKING reserves all of its intellectual property and proprietary rights to any information, data or materials generated or gathered as part of the provisioning of SMARTHINKING Services. SMARTHINKING warrants and represents that its materials available on SMARTHINKING.com and the SMARTHINKING services do not infringe any intellectual property or other proprietary rights, including, by way of example and not limited any patent, trademark, trade secret, copyright, moral right or any similar right.



**7. DISCLAIMER OF WARRANTIES.** SMARTHINKING SERVICES AND SMARTHINKING.COM ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SMARTHINKING MAKES NO WARRANTY THAT SMARTHINKING SERVICES AND SMARTHINKING.COM WILL MEET CLIENT OR STUDENT REQUIREMENTS, OR THAT SMARTHINKING SERVICES OR SMARTHINKING.COM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SMARTHINKING MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SMARTHINKING SERVICES OR SMARTHINKING.COM OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH SMARTHINKING.COM OR SMARTHINKING SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SMARTHINKING SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THIS AGREEMENT.

**8. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL SMARTHINKING BE LIABLE TO CLIENT, STUDENTS OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE SMARTHINKING.COM OR ANY OF THE SMARTHINKING SERVICES, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF SMARTHINKING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9. GENERAL PROVISIONS.**

9.1 **Severability.** Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term or provision shall be modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

9.2 **Relationship of Parties.** Nothing contained in this Agreement shall create any partnership or joint venture between the parties. This Agreement is not for the benefit of any third party not a signatory hereto and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

9.3 **Notices.** All notices, requests, and other communications hereunder shall be in writing delivered by any of the following: personal delivery; first class certified or registered mail; return receipt requested; U.S. Express mail, or an express overnight service (such as Federal Express), addressed to the respective parties at the addresses set forth in this Agreement or to such other person or address as a party hereto shall designate to the other party hereto from time to time in writing forwarded in like manner. Any notice, request, consent, demand or communication given in accordance with the provisions of this paragraph shall be deemed to have been given and effective when actually received. Copies of all such notices should be sent to Coast Community College District Risk Services Office, 1370 Adams Avenue, Costa Mesa, CA, 92626.

9.4 **Assignment.** Client may not assign this Agreement without the prior written consent of SMARTHINKING, which consent shall not be unreasonably delayed or withheld. SMARTHINKING may assign this agreement upon sale of the company or its assets, however, upon such occurrence, SMARTHINKING will give Client notice of such sale and assignment of this agreement, and Client, in its sole discretion, will have 30 days to cancel this agreement. Such cancellation must be by written notice. SMARTHINKING may not assign this Agreement for any other reason except as identified herein without the prior written consent of Client, which consent shall not be unreasonably delayed or withheld.

9.5 **Jurisdiction.** This Agreement shall be governed by the laws of the State of California. The venue of any action brought hereunder shall reside in the County of Orange.

9.6 **Entire Agreement.** This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supercedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and agreements between the parties concerning the subject matter of this Agreement.





## Appendix A: Tutoring Services

**A.1 Tutoring Subject Areas.** SMARTHINKING's Tutoring Services currently consists of online tutoring in the following areas on drop-in, pre-scheduled, and/or asynchronous bases (see [www.smarthinking.com](http://www.smarthinking.com) for detailed listing of topics covered for each area):

<b>Mathematics (Basic Math - Calculus II)</b>	<b>Writing (for all courses, including ESOL) through Online Writing Lab</b>
<b>Statistics</b>	<b>Live Writing Help</b>
<b>Accounting</b>	<b>Career Writing Support</b>
<b>Economics</b>	<b>Biology</b>
<b>Introductory Finance</b>	<b>Introductory Human Anatomy &amp; Physiology</b>
<b>Spanish</b>	<b>Chemistry</b>
<b>Physics</b>	<b>Organic Chemistry</b>

E-structors (SMARTHINKING's tutors) are currently available in the above Tutoring Subject Areas. Tutoring Subject Areas are subject to change by SMARTHINKING. Client will be provided 60-day notice via email prior to any change. The hours e-structors are available are as determined by SMARTHINKING from time to time. E-structors hours are posted on the Smarthinking.com Website. Students also may submit essays to the writing lab for critique or asynchronous questions via the SMARTHINKING whiteboard. Responses will typically be provided to the Student within 24 hours.

**A.2 PURCHASE OF BLOCKS OF TUTORING HOURS.** Blocks of hours may be purchased by client at the then current rates published by SMARTHINKING.

**A.3 Deduction of Purchased Tutoring Hours.** As Client's students use the service, time is deducted from Client's master account based on the services used. Client can monitor student usage from their administrative account, and student accounts can be limited by time and/or subject area. Hours purchased must be used during a SOW term. Time is deducted from Client's account according to the following:

<b>Service Used</b>	<b>Charge to Client Account</b>
Real Time Interaction with e-structor	Metered to the minute plus 5 minutes per session for processing and archiving
Submission to Online Writing Lab	35 minutes or 65 minutes
Pre-scheduled Session with e-structor	30 minute minimum increments plus 5 minutes per session for processing and archiving.
Submission of Asynchronous Questions	20 minutes

The time deduction table is subject to change by SMARTHINKING. Client will be provided 60-day notice via email prior to any change.

**A.4 Customized, Institution Access Agreement or other Pilot Pricing Plans** as agreed to between SMARTHINKING and Client.

### **A.5 Inclusions in Tutoring Fees.**

- Access to SMARTHINKING-trained and monitored tutors and services.
- Account management by an assigned customer service representative and marketing assistance (template posters and handouts).
- Hosting of all technology.
- Customer service and technical support for students and faculty by toll-free phone and e-mail.
- Unlimited access to SMARTHINKING study resources.
- Ability for Client to create unique usernames and passwords for student accounts.
- Log-in box on client's Web site.
- Free 30-day preview accounts for faculty members. (These accounts are for faculty use only and cannot be used as student accounts).
- Usage Reporting. It is Client's responsibility to designate and control who is to receive administrative access to reports in accordance with Client's regulations on the handling of student data.



**Appendix B: Professional Services and Platform Licensing Available from SMARTHINKING.**  
**Costs for these services will be set in accord with SMARTHINKING's then current pricing**

**B.1 Set-up Support for SMARTHINKING Online Tutoring Services – (Required for All Clients):**

- (a) Private labeling of student's home page with client logo and color selection.
- (b) Student account creation with client designated subjects and services
- (c) Client administrative account creation with implementation assistance.
- (d) Annual Service Fee: Beginning Year two.

**B.2 Onsite Training**

- (a) SMARTHINKING's implementation staff will work with Client to develop an agenda that reflects current needs and may include sessions focused on introducing SMARTHINKING to faculty, staff, and/or students, and discussing strategies for using these services to supplement instruction.
- (b) Multiple sessions may be conducted during a single day for each day of onsite training purchased.
- (c) Training materials will be provided for up to twenty participants.
- (d) Training via web and telephone may also be provided.



## SECOND AMENDMENT TO LEASE AGREEMENT

COAST COMMUNITY COLLEGE DISTRICT ("Lessor") and KOCE-TV FOUNDATION ("Lessee"), collectively referred to herein as the "Parties," hereby amend their Lease Agreement, dated November 1, 2007, pertaining to real property and improvements at Golden West College as follows:

1. The term of the Lease Agreement is extended by two years to November 1, 2013.
2. All references in the Lease Agreement to "expiration of the Term" now shall refer to the expiration of the lease term as extended by this Second Amendment, and all references to "term" or "Term" now shall refer to the extended term.
3. All references in the Lease Agreement citing the square footage of the Leased Premises as 10,357 square feet will be deleted and replaced with 2,466 square feet. In addition, the square footage breakdown in Exhibit A is deleted and replaced with 2,466 square feet.
4. Paragraph 3.1 of the Lease Agreement is amended to change the monthly rent from \$6,666.67 to \$2,037.68 (relating to the square footage reduction to 2,466 square feet).
5. Paragraph 3.2 of the Lease Agreement is deleted and replaced with the following:

"If this Agreement is not terminated prior to the expiration of the Term, this Agreement thereafter may be extended by Lessee for a period of one year, except that the monthly base rent of \$2,037.68 shall be increased by 15% to \$2,343.33. Lessee must provide written notice to Lessor of its intent to exercise this option to extend no less than 180 days prior to the expiration of the Term. Lessee's failure to exercise this option shall mean that the Lease terminated on October 31, 2013.
6. Paragraph 3.3 is amended so that "\$13,333.33" is deleted and the following is substituted in lieu thereof: "\$4,074.67 as the total monthly rent."
7. Except as expressly changed by this Amendment, all of the terms and conditions in the Lease Agreement remain in full force and effect.
8. This Amendment is effective as of November 1, 2011.

Attachment 5

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment as of the dates set forth below.

LESSOR:

LESSEE:

COAST COMMUNITY COLLEGE DISTRICT  
A California Public Educational Entity

KOCE-TV FOUNDATION,  
A California Non-Profit Organization

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: President, Board of Trustees

Its: \_\_\_\_\_

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

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

## **Master Agreement for the Coast Community College District Foundation**

1. **Parties.** This Master Agreement ("Agreement") is between the Coast Community College District ("District"), through its Board of Trustees, on the one hand, and the Coast Community College Foundation ("Foundation"), through its Board of Directors, on the other hand. The District and the Foundation are referred to herein as "Party" and collectively as "Parties."
2. **Legal Authority.** This Agreement is made pursuant to Section 59257 of Title 5 of the *California Code of Regulations* and Section 72670 of the *Education Code*.
3. **Term.** This Agreement will commence on November 2, 2011, and will terminate on June 30, 2016, unless extended by mutual consent of the Parties. The Foundation agrees to maintain its existence throughout the term of this Agreement.
4. **Prior Agreements.** This Agreement replaces and supersedes all prior agreements between the District and the Foundation.
5. **District's Recognition of Foundation.** By approving this Agreement, the District's Board of Trustees hereby reaffirms its recognition of the Foundation as an auxiliary organization within the meaning of Section 72670(e) of the *Education Code*.
6. **Functions and Purpose of Foundation.** The Parties agree and understand that the functions to be undertaken by the Foundation are for the sole purpose of providing activities which are an integral part of the educational programs of the District. The Parties further agree and understand that the functions undertaken by the Foundation are more effectively and efficiently performed by the Foundation than by the District under usual District procedures, pursuant to Section 59257(j)(2) of Title 5 of the *California Code of Regulations*.
7. **Services and Programs.** In furtherance of the Foundation's purpose, the Foundation may develop and operate services and programs related to the following: (a) District facilities and equipment; (b) loans, scholarships, and grants-in-aids for District students; (c) workshops, conferences, institutes, and federal projects; (d) alumni activities; (e) gifts, bequests, devises, endowments, and trusts; and (f) public relations. All other educational and student services functions at the colleges are to be performed exclusively by the District. The Foundation may not accept any grant, contract, bequest, trust, or gift unless it is so conditioned that it may be used only for purposes consistent with this Agreement, District policy and regulations, and law.
8. **Legal Compliance.** The Foundation agrees to operate in compliance with District policy and regulations, and with provisions of law pertaining to auxiliary organizations of community college districts, Sections 72670 *et. seq.* of the *Education Code* and Sections 59255 *et. seq.* of Title 5 of the *California Code of Regulations*.
9. **Board of Directors.** The Foundation shall have a Board of Directors composed, both as to size and categories of membership, in accordance with regulations established by the District's Board of Trustees. The Foundation's Board of Directors shall hold at least one business meeting every quarter, pursuant to Section 72674 of the *Education Code*. The Board of

Directors shall have the benefit of the advice and counsel of at least one attorney admitted to practice law in California, and at least one licensed certified public accountant. Neither the attorney nor the certified public accountant need be members of the Foundation's Board of Directors. The Foundation's Board of Directors, and all standing committees of the Foundation, shall be subject to the Ralph M. Brown Act, Sections 54950 *et. seq.* of the *Government Code*, and the Foundation agrees to be subject to the California Public Records Act ("CPRA"), Sections 6250 *et. seq.* of the *Government Code*, except that information and documents identifying donors shall be considered exempt from disclosure under the CPRA. Minutes shall be kept of all meetings.

10. **Audit.** The Foundation shall select a certified public accountant and contract for an annual audit performed by the certified public accountant, pursuant to Section 72672(a) of the *Education Code*. The Foundation shall submit the audit report to the District's Board of Trustees and to the State Chancellor's Office. The Foundation shall annually publish an audited statement of its financial condition which shall be disseminated as widely as feasible and be available to any person on request. Distribution of the published audited statement of the Foundation's financial condition at a regularly scheduled meeting of the District's Board of Trustees shall be deemed compliance with this requirement. Also, the District's Board of Trustees shall insure that an annual audit is conducted on the Foundation, and that the audit report is submitted to the State Chancellor's Office, pursuant to Section 72672(a) of the *Education Code* and Section 59265(a) of Title 5 of the *California Code of Regulations*. The Foundation may rely on the audit contracted for by the District, with the cost of auditing the Foundation to be paid for by the Foundation.

11. **Foundation Expenditures.** The Foundation's Board of Directors, at a duly noticed meeting, shall approve or ratify all expenditures of the Foundation. The District's Chancellor, reporting to the District's Board of Trustees, shall be responsible for ascertaining that all expenditures are in accordance with this Agreement, District policy, and regulations, the propriety of Foundation expenditures, and the integrity of the Foundation's financial reporting, pursuant to Section 72672(b) of the *Education Code*.

12. **Employees.** The Foundation may hire its own employees and provide salaries, working conditions, and benefits for full-time employees in compliance with Section 72672(c) of the *Education Code*. If District employees provide services to the Foundation, on either a full-time or part-time basis, then, pursuant to Section 59257(j)(6) of Title 5 of the *California Code of Regulations*, the Foundation shall reimburse the District in full for the District's personnel costs. No more than 50% of the Foundation's reimbursement to the District may be made in the form of non-monetary benefits that the Foundation provides to the District; such non-monetary benefits shall be assigned a good-faith reimbursement value by the District. The Foundation may provide monetary benefits to the District either directly, or indirectly. Non-monetary benefits that the Foundation provides to the District may include intangible benefits such as developing good will towards the District or increased community awareness of District programs. During the term of this Agreement, District employees will provide services to the Foundation as set forth in Appendix "A" to this Agreement which may be modified by the Parties from time-to- time.



13. **Recordkeeping.** The Foundation shall be responsible for maintaining adequate records.

14. **Transfer of District Funds.** Pursuant to Section 59257(i) of Title 5 of the *California Code of Regulations*, the District shall not transfer any of its funds or resources, other than funds or resources derived from gifts or bequests, to the Foundation, when the purpose of such transfer is either to avoid laws or regulations which constrain community college districts or to provide the District with an unfair advantage with respect to the application of any state funding mechanism.

15. **Foundation Use of District Facilities.** The District hereby grants to the Foundation permission to use the District facilities ("Facilities") set forth in Appendix "B" to this Agreement for the purpose of conducting business of the Foundation. Pursuant to Section 59257(j)(5) of Title 5 of the *California Code of Regulations*, and in consideration of the value that the Foundation provides to the District, the Foundation shall pay to the District a nominal monthly fee of \$25, payable on an annual basis, for use of these Facilities and to cover operating expenses. The Foundation shall have the right to place and attach fixtures, signs, and equipment at these Facilities, as authorized in writing by the District Chancellor. Such fixtures, signs, and equipment shall be and remain the property of the Foundation, and shall be removed by the Foundation upon termination or expiration of this Agreement. The Foundation shall be liable for any costs incurred by the District in returning the Facilities to its original condition, upon termination or expiration of this Agreement. The District, and its agents and employees, have a right to enter these Facilities at any time. The District reserves the right to terminate the Foundation's use of the Facilities, or any portion thereof, if needed for another District purpose.

16. **Indirect Costs and Operating Expenses.** Pursuant to Sections 59257(j)(7) and 59257(j)(8) of Title 5 of the *California Code of Regulations*, the Foundation shall be liable for all indirect costs relating to federally-sponsored programs that it administers, and for maintenance and payment of the Foundation's operating expenses, unless otherwise agreed to by the District's Board of Trustees.

17. **Foundation Funds.** The Foundation will expend funds on an annual basis for public relations and other purposes which serve to augment District appropriations for the operation of the District, as approved by the Foundation's Board of Directors. The District's Board of Trustees shall name a designee who shall file with the Board of Trustees a statement of the Foundation's policies on the accumulation and use of public relations funds. Pursuant to Section 59257(j)(9) of Title 5 of the *California Code of Regulations*, this statement also will include the Foundation's policies and procedure on solicitation of funds, source of funds, amounts, purposes for which the funds will be used, allowable expenditures, and procedures of control.

18. **Foundation Policies.** The Foundation's Board of Directors shall ensure that the Foundation has adopted policies pertaining to ethics, conflicts of interest, roles of directors, committees, mission statement, gift-acceptance, and whistle-blowing. The Foundation shall review these policies, and shall submit these policies to the District's Board of Trustees, on a biannual basis.

19. **Foundation Bylaws and Articles of Incorporation.** At least on a biannual basis, the Foundation's Board of Directors shall review its Bylaws and Articles of Incorporation to ensure compliance with law, District policies and regulations, and this Agreement. Any amendments or revisions to the Bylaws or Articles of Incorporation shall be reported to the District's Board of Trustees.

20. **Contracts.** The Foundation shall not enter into any contract that would obligate use of College or District funds or facilities without prior written approval of the District's Chancellor].

21. **Real Property.** The Foundation shall not accept any gift or bequest of real property without the prior approval of the District's Board of Trustees.

22. **Conflict of Interest Prohibited.**

(a) Pursuant to Section 72677 of the *Education Code*, no member of the Foundation Board of Directors shall be financially interested in any contract or other transaction entered into by the Board of Directors, except as provided in Section 72678 of the *Education Code*. Specifically, such contract is permissible under Section 72678 of the *Education Code* if the fact of such financial interest is disclosed or known to the Board of Directors and noted in the minutes; the Board of Directors thereafter authorizes, approves, or ratifies the contract or transaction in good faith without counting the vote or votes of such financially interested member or members; and the contract or transaction is just and reasonable.

(b) Nevertheless, pursuant to Section 72679 of the *Education Code*, no contract or transaction shall be permitted if any of the following conditions exist: (i) the contract or transaction is between the Foundation and a member of the Foundation Board of Directors; (ii) the contract or transaction is between the Foundation and a partnership or unincorporated association of which any member of the Foundation Board of Directors is a partner or in which he or she is the owner or holder, directly or indirectly, of a proprietorship interest; (iii) the contract or transaction is between the Foundation and a corporation in which any member of the Foundation Board of Directors is the owner or holder, directly or indirectly, of five percent or more of the outstanding common stock; or (iv) a member of the Foundation Board of Directors is interested in a contract or transaction, and without first disclosing such interest to the Foundation Board of Directors at a public meeting of the Board, influences or attempts to influence another member or members of the Board to enter into the contract or transaction.

(c) Additionally, pursuant to Section 72680 of the *Education Code*, no member of the Foundation Board of Directors may utilize any information, not a matter of public record, which is received by the person by reason of his or her membership on the Board for

personal pecuniary gain, regardless of whether he or she is or is not a member of the Board at the time such gain is realized.

23. **Insurance.** For its day-to-day activities, the Foundation shall be included within the District's insurance policies. When special events are sponsored by the Foundation, separate insurance coverage may be required by the District.

24. **Indemnification.** The Foundation agrees to indemnify, defend, and hold harmless the District, and its trustees, employees, agents, and students, from and against any loss, damage, or liability that may be suffered or incurred by the District, caused by, arising out of, or in any way connected with the Foundation's activities or use of the Facilities, except to the extent caused by the negligence or other wrongdoing of the District. The District agrees to indemnify, defend, and hold harmless the Foundation, and its directors, employees, and agents, from and against any loss, damage, or liability that may be suffered or incurred by the Foundation, caused by, arising out of, or in any way connected with the District's activities or use of the Facilities, except to the extent caused by the negligence or other wrongdoing of the Foundation.

25. **Non-Assignability.** The Foundation may not assign this Agreement, in whole or in part, without the written consent of the District, with the granting of such consent at the District's sole discretion.

26. **Amendment.** This Agreement may be amended only by a writing approved by the Foundation's Board of Directors and the District's Board of Trustees.

27. **Severability.** This Agreement shall be considered severable such that if any provision or part of the Agreement is ever held invalid under any law or ruling, all other provisions or parts shall remain in full force and effect.

Date: \_\_\_\_\_, 2011

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

Date: \_\_\_\_\_, 2011

\_\_\_\_\_  
Chair, Coast Community College District  
Foundation Board of Directors

**Appendix "A"**  
**District Employees Working For Foundation**

<b><u>Employee Name</u></b>	<b><u>Position</u></b>	<b><u>% Time Working for Foundation</u></b>
Kahn Raddavong	Accounting Technician	4.6%
Kim McCord	Director of Fiscal Services	4.6%
Martha Parham	Director of Foundation	6.9%

**Appendix "B"**  
**List of Facilities Utilized by Foundation**

District Office – 1370 Adams Avenue, Costa Mesa, CA 92626  
Chancellor's Conference Room



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

1. **Parties.** The Coast Community College District ("District") and Raine Hambly ("Administrator") hereby enter into this Interim Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** The District hereby employs Administrator as Interim Director, Career Services.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform the duties, and accepts the responsibilities, of the position which may be delegated or assigned to Administrator by the Chancellor or the Board of Trustees.
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing on 11/17/11, and ending on the day prior to the commencement of employment of the successor to this position, or on 6/30/12, whichever is earlier. This Agreement is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 26, Step 4 (currently \$95,156), plus longevity pay of \$ 0 under Board Policy 7884, payable in equal monthly payments. Salary for a service period less than the full academic year shall be paid on a prorated basis, based on the number of work days worked, pursuant to there being 241 work days in a year. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Health and Welfare Benefits.** District shall provide Administrator with all health and welfare benefits that are granted to other District administrators.
8. **Expenses.** District shall reimburse Administrator for expenses incurred while performing official duties, pursuant to law and District policy.
9. **Evaluation.** Administrator shall be evaluated during the term of this Agreement, following procedures determined by the Chancellor and the Board of Trustees.
10. **Termination of Agreement.** The Agreement may be terminated by either Party without cause by providing the other Party with 30 days written notice.

11. **Prior Position.** If Administrator was employed by the District immediately prior to the commencement of this Agreement, then Administrator shall return to the prior position, upon termination or expiration of this Agreement.

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date



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

1. **Parties.** The Coast Community College District ("District") and Mary Laihee, ("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 Director of Accessibility Center for Education (ACE).

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 Golden West 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 November 17, 2011 and ending on June 30, 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 \$ 329.59 per duty day worked, based on Salary Schedule DD, Range 16, Step 7.

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

\_\_\_\_\_  
Mary Laihee  
Administrator

\_\_\_\_\_  
Date

**COAST COMMUNITY COLLEGE DISTRICT  
AMENDMENT TO EMPLOYMENT AGREEMENT**

The Employment Agreement between Coast Community College District and Dr. Loretta Adrian ("Adrian") is hereby amended as follows:

1. Section 5 of the Agreement is amended to change "by December 30 of the last academic year of this Agreement" to "by July 2, 2012."
2. Effective November 17, 2011, Section 6 of the Agreement is amended so that the annual salary is increased to \$190,000.
3. Section 10 of the Agreement is amended to change "prior to November 30 of the last academic year of this Agreement" to "prior to May 30, 2012."
4. Effective November 17, 2011, Adrian is entitled to a monthly mileage stipend of \$290.
5. All other terms and conditions of the Agreement remain the same.

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Dr. Loretta Adrian  
President, Coastline Community College

Dated: \_\_\_\_\_, 2011

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

**COAST COMMUNITY COLLEGE DISTRICT  
AMENDMENT TO EMPLOYMENT AGREEMENT**

The Employment Agreement between Coast Community College District and Johns W. Bryan ("Bryan") is hereby amended as follows:

1. Regarding Section 5 of the Agreement, the term of the Agreement is amended so that the Agreement now expires on June 30, 2013.
2. Section 5 of the Agreement is amended to change "by December 30 of the last academic year of this Agreement" to "by July 2, 2012."
3. Section 10 of the Agreement is amended to change "prior to November 30 of the last academic year of this Agreement" to "prior to May 30, 2012."
4. Effective November 17, 2011, Bryan is entitled to a monthly mileage stipend of \$290.
5. All other terms and conditions of the Agreement remain the same.

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Johns W. Bryan  
President, Golden West College

Dated: \_\_\_\_\_, 2011

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

**COAST COMMUNITY COLLEGE DISTRICT  
AMENDMENT TO EMPLOYMENT AGREEMENT**

The Employment Agreement between Coast Community College District and W. Andrew Dunn ("Dunn") is hereby amended as follows:

1. Regarding Section 5 of the Agreement, the term of the Agreement is amended so that the Agreement now expires on June 30, 2013.
2. Section 5 of the Agreement is further amended to change "by December 30 of the last academic year of this Agreement" to "by July 2, 2012."
3. Effective November 17, 2011, Section 6 of the Agreement is amended so that the annual salary is increased to \$190,000.
4. Section 10 of the Agreement is amended to change "prior to November 30 of the last academic year of this Agreement" to "prior to May 30, 2012."
5. Effective November 17, 2011, Dunn is entitled to a monthly mileage stipend of \$290.
6. All other terms and conditions of the Agreement remain the same.

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
W. Andrew Dunn  
Vice Chancellor Finance & Administrative Services

Dated: \_\_\_\_\_, 2011

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

**COAST COMMUNITY COLLEGE DISTRICT  
AMENDMENT TO EMPLOYMENT AGREEMENT**

The Employment Agreement between Coast Community College District and Dr. Dennis R. Harkins ("Harkins") is hereby amended as follows:

1. Regarding Section 5 of the Agreement, the term of the Agreement is amended so that the Agreement now expires on June 30, 2013.
2. Section 5 of the Agreement is further amended to change "by December 30 of the last academic year of this Agreement" to "by July 2, 2012."
3. Effective November 17, 2011, Section 6 of the Agreement is amended so that the annual salary is increased to \$190,000.
4. Section 10 of the Agreement is amended to change "prior to November 30 of the last academic year of this Agreement" to "prior to May 30, 2012."
5. Effective November 17, 2011, Harkins is entitled to a monthly mileage stipend of \$290.
6. All other terms and conditions of the Agreement remain the same.

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Dr. Dennis R. Harkins  
President, Orange Coast College

Dated: \_\_\_\_\_, 2011

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

**COAST COMMUNITY COLLEGE DISTRICT  
AMENDMENT TO EMPLOYMENT AGREEMENT**

The Employment Agreement between Coast Community College District and Dr. Deborah D. Hirsh ("Hirsh") is hereby amended as follows:

1. Regarding Section 5 of the Agreement, the term of the Agreement is amended so that the Agreement now expires on June 30, 2013.
2. Section 5 of the Agreement is further amended to change "by December 30 of the last academic year of this Agreement" to "by July 2, 2012."
3. Effective November 17, 2011, Section 6 of the Agreement is amended so that the annual salary is increased to \$190,000.
4. Section 10 of the Agreement is amended to change "prior to November 30 of the last academic year of this Agreement" to "prior to May 30, 2012."
5. Effective November 17, 2011, Hirsh is entitled to a monthly mileage stipend of \$290.
6. All other terms and conditions of the Agreement remain the same.

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Dr. Deborah D. Hirsh  
Vice-Chancellor, Human Resources

Dated: \_\_\_\_\_, 2011

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





# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

**CHANGE ORDER**

**No. 0001**

**TITLE:** H-CO 06 Misc Mechanical Changes

**DATE:** 10/14/2011

**PROJECT:** LRC Construction

**CCCD PROJ NO:** 13110-971

**TO:** Attn: Bruce Cook Jr.  
Plumbing, Piping & Construction Inc  
5950 Lakeshore Drive  
Phone: 714-952-2001

**CONTRACT NO:** PO313928

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

## CHANGES TO CONTRACT

00005	PCO 28 - Return Unused Allowance to Contract.	(\$2,889.00)
00006	PCO 20R3 - revised linear diffuser spec for linear diffusers along Col 5, changed from vertical wall diffusers to horizontal diffusers = \$23,879. This PCO is for a portion of the approved amount. The remainder was paid in PCO 20R2.	\$13,335.04
00007	PCO 22R2 - Settlement for Time Extension of 489 days for Daily Compensation that includes a \$41,000 extended one year warranty on the air conditioning equipment.	\$358,000.00

## COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
CO	00003	Return Allowance to Contract	(\$2,889.00)
CO	0003	Compensation for Time Extension	\$358,000.00
COR	0020RPPC	Revised Linear Diffusers @ Cut-off	\$13,335.04

**Unit Cost:** \$368,446.04

**Unit Tax:** \$0.00

**Total:** \$368,446.04

# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

## CHANGE ORDER

No. 0001

The Original Contract Sum was .....	\$3,688,000.00
Net Change by Previously Authorized Requests and Changes .....	\$0.00
The Contract Sum Prior to This Change Order was .....	\$3,688,000.00
The Contract Sum Will be Increased .....	\$368,446.04
The New Contract Sum Including This Change Order .....	\$4,056,446.04
The Contract Time Will be Increased .....	489 days
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.

Plumbing, Piping & Construction Inc Coast Community College District

Steinberg Architects

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

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

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

Bruce Cook Jr.

Jerry Patterson

John Almendras

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

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

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

Construction Manager

Division of State Architect

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

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

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

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

# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

**CHANGE ORDER**

**No. 00001**

**TITLE:** DSA Backcheck Revisions - Plumbing

**DATE:** 11/7/2011

**PROJECT:** CCC Newport Beach Learning Center

**CCCD PROJ NO:** 18010-927

**TO:** Attn: Peter Monteith  
PK Mechanical  
21335 Bundy Canyon Road  
Wildomar, CA 92595  
Phone: 951.245.5537 Fax: 951.471.5700

**CONTRACT NO:** PO323990

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 DSA Backcheck Revisions - Plumbing

\$114,420.00

This pricing includes added roof drains, vents, area drains, floor drains; gas shut-off valves at science labs; revised storm drain connection and backfill detail at all storm drains leaving the west side of the building. Reference PK Mechanical COR's 1R-13.

**Unit Cost:** \$114,420.00

**Unit Tax:** \$0.00

**Total:** \$114,420.00

The Original Contract Sum was .....	\$1,284,000.00
Net Change by Previously Authorized Requests and Changes .....	\$0.00
The Contract Sum Prior to This Change Order was .....	\$1,284,000.00
The Contract Sum Will be Increased .....	\$114,420.00
The New Contract Sum Including This Change Order .....	\$1,398,420.00
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.

**PK Mechanical**

**Coast Community College District**

**LPA**

**By:** \_\_\_\_\_  
Peter Monteith

**By:** \_\_\_\_\_  
Jerry Patterson

**By:** \_\_\_\_\_  
Steve Tiner

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

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

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

**Construction Manager**

**Division of State Architect**

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

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

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

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



**ADDENDUM NO. 1**  
**AGREEMENT FOR STANDARD PROFESSIONAL SERVICES BETWEEN**  
**UCMI, Inc.**  
**AND**  
**COAST COMMUNITY COLLEGE DISTRICT**

**Orange Coast College Baseball Field**

The Architectural Services Agreement, approved by the Coast Community College District Board of Trustees on November 16, 2011 between the Coast Community College District and UCMI, Inc., is hereby amended as follows:

1. TERM OF THE AGREEMENT, shall be extended as follows: N/A

2. Services shall be amended as follows:

Additional DSA Inspection services required to support campus requested modifications:	\$28,520.00
--	-------------

3. Compensation shall be amended as follows:

Amount this Addendum:	\$28,520.00
-----------------------	-------------

Previous Amount:	\$60,666.67
------------------	-------------

<b>New Total Amount:</b>	<b>\$89,186.67</b>
--------------------------	--------------------

All other provisions of the Agreement for Architectural Services shall remain in full force and effect and shall not be changed by this addendum. This addendum shall be effective from the date of its approval by the Board of Trustees of the Coast Community College District.

COAST COMMUNITY COLLEGE DISTRICT  
A Public Educational Agency

UCMI, Inc

\_\_\_\_\_  
President, Board of Trustees  
Coast Community College District

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

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

Amendment Board Date: November 16, 2011



# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

## CHANGE ORDER

No. 00001

**TITLE:** Provide Ticket booth curb & Safety

**DATE:** 11/8/2011

**PROJECT:** OCC Baseball Field Restroom Complex

**CCCD PROJ NO:** 12050-968

**TO:** Attn: Michael Priore  
HC Olsen

**CONTRACT NO:** PO323980

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

### CHANGES TO CONTRACT

00001 Misc. Changes See Attachment.

\$2,839.64

#### COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Misc. Changes	\$2,839.64

**Unit Cost:** \$2,839.64

**Unit Tax:** \$0.00

**Total:** \$2,839.64

The Original Contract Sum was ..... \$593,999.00

Net Change by Previously Authorized Requests and Changes ..... \$0.00

The Contract Sum Prior to This Change Order was ..... \$593,999.00

The Contract Sum Will be Increased ..... \$2,839.64

The New Contract Sum Including This Change Order ..... \$596,838.64

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.

HC Olsen

Coast Community College District

Stern Architects, Inc.

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

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

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

Michael Priore

Jerry Patterson

Robert Stern

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

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

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

Construction Manager

Division of State Architect

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

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

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

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





# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

## CHANGE ORDER

No. 00001

**TITLE:** DSA Backcheck Revisions - Concrete

**DATE:** 11/4/2011

**PROJECT:** CCC Newport Beach Learning Center

**CCCD PROJ NO:** 18010-927

**TO:** Attn: Steve Munson  
T.B. Penick and Sons, Inc.  
15435 Innovation Drive  
Suite 100  
San Diego, CA 92128  
Phone: 858.558.1800 Fax: 866.882.5031

**CONTRACT NO:** PO323760

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

### CHANGES TO CONTRACT

00001 DSA Backcheck Revisions - Concrete

\$217,412.00

Pricing includes additional concrete, rebar, formwork scope of work for added concrete beams, increased footings, added rebar in decks and walls, miscellaneous detail revisions, etc. per the DSA backcheck set comments.

Initial Submitted Pricing - \$262,500

Negotiation - (\$45,088)

Final Pricing - \$217,412 (Reference T.B. Penick COR #1 dated 9/2/11)

**Unit Cost:** \$217,412.00

**Unit Tax:** \$0.00

**Total:** \$217,412.00

The Original Contract Sum was .....	\$8,987,430.00
Net Change by Previously Authorized Requests and Changes .....	\$0.00
The Contract Sum Prior to This Change Order was .....	\$8,987,430.00
The Contract Sum Will be Increased .....	\$217,412.00
The New Contract Sum Including This Change Order .....	\$9,204,842.00
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.

T.B. Penick and Sons, Inc.

Coast Community College District

LPA

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

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

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

Steve Munson

Jerry Patterson

Steve Tiner

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

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

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

Construction Manager

Division of State Architect

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

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

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

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

Attachment 15

# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

**CHANGE ORDER**

**No. 00001**

**TITLE:** DSA Backcheck Revisions - Steel  
**PROJECT:** CCC Newport Beach Learning Center  
**TO:** Attn: Craig Charnesky  
Anderson Charnesky Structural Steel  
353 Risco Circle  
Beaumont, CA 92223  
Phone: 951-769-5700 Fax: 951-769-5701

**DATE:** 11/4/2011  
**CCCD PROJ NO:** 18010-927  
**CONTRACT NO:** PO323904  
**DSA NO:**  
**ARCH PROJ NO:**  
**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 DSA Backcheck Revisions - Steel

\$73,650.00

Pricing includes added weldable rebar at concrete wall embeds, tube steel column size increase, added welded wire mesh and steel angles at elevator shafts, embeds and cap plates at various tube steel columns, revised column base plate details, and additional embeds at east concrete columns. Reference ACSS COR 1-R1 dated 9/14/11 and 9 dated 11/1/11.

<b>Unit Cost:</b>	<b>\$73,650.00</b>
<b>Unit Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$73,650.00</b>

<b>The Original Contract Sum was</b>	<b>\$1,629,863.00</b>
<b>Net Change by Previously Authorized Requests and Changes</b>	<b>\$0.00</b>
<b>The Contract Sum Prior to This Change Order was</b>	<b>\$1,629,863.00</b>
<b>The Contract Sum Will be Increased</b>	<b>\$73,650.00</b>
<b>The New Contract Sum Including This Change Order</b>	<b>\$1,703,513.00</b>
<b>The Contract Time Will Not Be Changed</b>	
<b>The Date of Substantial Completion as of this Change Order Therefore is</b>	...

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.

**Anderson Charnesky Structural Steel Coast Community College District LPA**

<b>By:</b> _____	<b>By:</b> _____	<b>By:</b> _____
Craig Charnesky	Jerry Patterson	Steve Tiner

<b>Date:</b> _____	<b>Date:</b> _____	<b>Date:</b> _____
--------------------	--------------------	--------------------

**Construction Manager Division of State Architect**

<b>By:</b> _____	<b>By:</b> _____
------------------	------------------

<b>Date:</b> _____	<b>Date:</b> _____
--------------------	--------------------

# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

**CHANGE ORDER**

**No. 00001**

**TITLE:** DSA Backcheck Revisions - Framing

**DATE:** 11/4/2011

**PROJECT:** CCC Newport Beach Learning Center

**CCCD PROJ NO:** 18010-927

**TO:** Attn: Billy Barrick  
Superior Wall Systems  
1232 E. Orangethorpe Ave.  
Fullerton, CA 92831

**CONTRACT NO:** PO323908

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 DSA Backcheck Revisions - Framing

\$62,347.00

This pricing includes added layer of drywall at type F1 walls; added exterior plaster soffit, added aircraft cable attachment details at unistrut lighting system. Reference Superior Wall Systems RFC #001R1 dated 9/23/11

Initial Pricing - \$92,177

Negotiation - (\$29,830)

Final Pricing - \$62,347

**Unit Cost:** \$62,347.00

**Unit Tax:** \$0.00

**Total:** \$62,347.00

The Original Contract Sum was .....	\$1,047,500.00
Net Change by Previously Authorized Requests and Changes .....	\$0.00
The Contract Sum Prior to This Change Order was .....	\$1,047,500.00
The Contract Sum Will be Increased .....	\$62,347.00
The New Contract Sum Including This Change Order .....	\$1,109,847.00
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.

**Superior Wall Systems**

**Coast Community College District**

**LPA**

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

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

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

Billy Barrick

Jerry Patterson

Steve Tiner

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

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

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

**Construction Manager**

**Division of State Architect**

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

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

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

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

# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

## CHANGE ORDER

No. 00001

**TITLE:** DSA Backcheck Revisions - Fire

**DATE:** 11/4/2011

**PROJECT:** CCC Newport Beach Learning Center

**CCCD PROJ NO:** 18010-927

**TO:** Attn: Mike Glasow

**CONTRACT NO:** PO323912

Link-Nilsen Corporation

**DSA NO:**

130 E. Santa Clara Street

**ARCH PROJ NO:**

Arcadia, CA 91006

Phone: 626.445.3414 Fax: 626.445.3441

**GC PROJ NO:**

### CHANGES TO CONTRACT

00001 DSA Backcheck Revisions - Fire Protection

\$47,019.00

This pricing includes added fire protection standpipe isolation valves and increased standpipe; added pendant, sidewall and upright fire sprinkler heads, and added grooved elbows due to layout revisions. Reference Link-Nilsen COR #LN-1 dated 9/19/11 and #LN-2 dated 9/19/11.

**Unit Cost:** \$47,019.00

**Unit Tax:** \$0.00

**Total:** \$47,019.00

**The Original Contract Sum was** ..... \$485,750.00

**Net Change by Previously Authorized Requests and Changes** ..... \$0.00

**The Contract Sum Prior to This Change Order was** ..... \$485,750.00

**The Contract Sum Will be Increased** ..... \$47,019.00

**The New Contract Sum Including This Change Order** ..... \$532,769.00

**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.

**Link-Nilsen Corporation**

**Coast Community College District**

**LPA**

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

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

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

Mike Glasow

Jerry Patterson

Steve Tiner

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

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

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

**Construction Manager**

**Division of State Architect**

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

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

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

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

# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

## CHANGE ORDER

No. 00001

**TITLE:** DSA Backcheck Revisions - Mechanical  
**PROJECT:** CCC Newport Beach Learning Center  
**TO:** Attn: Nolan Ballard  
West-Tech Mechanical, Inc.  
5589 Brooks Street  
Montclair, CA 91763  
Phone: 909.635.1170 Fax: 909.635.1180

**DATE:** 11/4/2011

**CCCD PROJ NO:** 18010-927

**CONTRACT NO:** PO323916

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

### CHANGES TO CONTRACT

00001 DSA Backcheck Revisions - Mechanical \$99,396.00

This pricing includes added humidifiers, ductwork and controls, rooftop ventilator and smoke control system analysis and report. Reference WTM COR #1 dated 6/24/11 and COR #2 dated 10/21/11.

**Unit Cost:** \$99,396.00  
**Unit Tax:** \$0.00  
**Total:** \$99,396.00

The Original Contract Sum was .....	\$2,625,000.00
Net Change by Previously Authorized Requests and Changes .....	\$0.00
The Contract Sum Prior to This Change Order was .....	\$2,625,000.00
The Contract Sum Will be Increased .....	\$99,396.00
The New Contract Sum Including This Change Order .....	\$2,724,396.00
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.

**West-Tech Mechanical, Inc.**

**Coast Community College District**

**LPA**

**By:** \_\_\_\_\_  
Nolan Ballard

**By:** \_\_\_\_\_  
Jerry Patterson

**By:** \_\_\_\_\_  
Steve Tiner

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

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

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

**Construction Manager**

**Division of State Architect**

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

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

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

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

# Coast Community College District

1370 Adams Ave

Costa Mesa, CA 92626

## CHANGE ORDER

No. 00001

**TITLE:** DSA Backcheck Revisions - Electrical

**DATE:** 11/4/2011

**PROJECT:** CCC Newport Beach Learning Center

**CCCD PROJ NO:** 18010-927

**TO:** Attn: Alfred Dennison  
Dennison Electric  
10855 Portal Drive  
Los Alamitos, CA 90720  
Phone: 714-236-1190 Fax: 714-236-0190

**CONTRACT NO:** PO323917

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

### CHANGES TO CONTRACT

00001 DSA Backcheck Revisions - Electrical \$47,392.00

This pricing includes added exterior lighting inverter; added power to all smoke fire dampers; added fire alarm connection to detector check at street; miscellaneous fire alarm detail revisions. Reference Dennison Electric COR #2R.

**Unit Cost:** \$47,392.00  
**Unit Tax:** \$0.00  
**Total:** \$47,392.00

The Original Contract Sum was .....	\$2,929,000.00
Net Change by Previously Authorized Requests and Changes .....	\$0.00
The Contract Sum Prior to This Change Order was .....	\$2,929,000.00
The Contract Sum Will be Increased .....	\$47,392.00
The New Contract Sum Including This Change Order .....	\$2,976,392.00
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.

**Dennison Electric**

**Coast Community College District**

**LPA**

By: \_\_\_\_\_  
Alfred Dennison

By: \_\_\_\_\_  
Jerry Patterson

By: \_\_\_\_\_  
Steve Tiner

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

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

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

**Construction Manager**

**Division of State Architect**

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

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

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

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

**ADDENDUM NO. 1**  
**AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN**  
**CW Driver**  
**AND**  
**COAST COMMUNITY COLLEGE DISTRICT**

**Coastline College Newport Beach Learning Center**

The Construction Management Agreement, approved by the Coast Community College District Board of Trustees on November 4, 2009 between the Coast Community College District and CW Driver, is hereby amended as follows:

1. TERM OF THE AGREEMENT, shall be extended as follows: N/A

2. Services shall be amended as follows:

Additional Construction Management Services required to support campus requested modifications:	\$ 663,174
---	------------

3. Compensation shall be amended as follows:

Amount this Addendum:	\$ 663,174
-----------------------	------------

Previous Amount:	\$1,225,991
------------------	-------------

<b>New Total Amount:</b>	<b>\$1,859,165</b>
--------------------------	--------------------

All other provisions of the Agreement for Architectural Services shall remain in full force and effect and shall not be changed by this addendum. This addendum shall be effective from the date of its approval by the Board of Trustees of the Coast Community College District.

COAST COMMUNITY COLLEGE DISTRICT  
A Public Educational Agency

**CW Driver**

\_\_\_\_\_  
President, Board of Trustees  
Coast Community College District

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

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

Amendment Board Date: November 16, 2011





**ADDENDUM NO. 1**  
**AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN**  
**CW Driver**  
**AND**  
**COAST COMMUNITY COLLEGE DISTRICT**

**Coastline College Newport Beach Learning Center**

The Construction Management Agreement, approved by the Coast Community College District Board of Trustees on November 4, 2009 between the Coast Community College District and CW Driver, is hereby amended as follows:

1. TERM OF THE AGREEMENT, shall be extended as follows: N/A

2. Services shall be amended as follows:

Additional Construction Management Services required to support campus requested modifications:	\$ 633,174
---	------------

3. Compensation shall be amended as follows:

Amount this Addendum:	\$ 633,174
-----------------------	------------

Previous Amount:	\$1,225,991
------------------	-------------

<b>New Total Amount:</b>	<b>\$1,859,165</b>
--------------------------	--------------------

All other provisions of the Agreement for Architectural Services shall remain in full force and effect and shall not be changed by this addendum. This addendum shall be effective from the date of its approval by the Board of Trustees of the Coast Community College District.

COAST COMMUNITY COLLEGE DISTRICT  
A Public Educational Agency

**CW Driver**

\_\_\_\_\_  
President, Board of Trustees  
Coast Community College District

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

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

Amendment Board Date: November 16, 2011



## TRANSFER CENTER GOALS 2011-2012

**Transfer Center Goal#1: Provide quality transfer services, programs and activities that support student success.**

Activities	Responsible Person(s)	Timeline	Outcome
Promote interaction between CCC and neighboring 4-year institutions by attending Transfer Director Region 8, Consortium of Southern California Colleges & Universities and TCDA and SCHEC meetings.	TC Director or designated person	On-going	
Keep TC materials as up to date as possible	Aide-TC	On-going	
Post CCC and other universities events and inform counselors	Aide-TC	On-going	
Coordinate Transfer Fairs/Events for 4-year universities during the Fall and Spring terms	TC Director/coordinator	Annually and/or semi-annually	

**Transfer Center Goal#2: To collaborate with the Office of Institutional Research to better track CCC transfer students.**

Activities	Responsible Person(s)	Timeline	Outcome
Work with Office of Institutional Research to develop a mechanism to track CCC students transferring to CSU, UC and private colleges, out of state and in California. Count comparison of transfer applicants with 1999-2000 as a baseline	TC Director/Office of Institutional Research	2011-2012	

**Transfer Center Goal#3: To outreach to historically underrepresented students from local feeder high schools.**

Activities	Responsible Person(s)	Timeline	Outcome
Recruit more under represented students to CCC by visiting feeder high schools involved in CCC's Credits for College and Early College/ High School programs, Latino Youth leadership Academy.	Credit for College Coordinator/Counselor and Early College HS counselor	On-going	

## TRANSFER CENTER GOALS 2011-2012

**Transfer Center Goal#4: Provide updated, organized transfer resources at accessible times for students.**

Activities	Responsible Person(s)	Timeline	Outcome
Increase awareness of the transfer process by providing classroom presentations to CCC students	TC counselors	On-going	
Provide easy access to transfer information and resources by maintaining day and evening hours at TC as well as daily Walk-in counseling hours.	Aide-TC and TC counselors	On-going	
Keep TC notices and materials current by filing and posting info	Aide-TC	On-going	

**Transfer Center Goal #5: Create and maintain a database of all the UC, CSU and Private colleges and universities Outreach and Recruitment offices.**

Activities	Responsible Person(s)	Timeline	Outcome
Keep a database current by contacting universities	Aide-TC	Annually	
Create & maintain the database & website with CSCCU	Web Master	Fall, Spring & Summer	

## TRANSFER CENTER GOALS 2011-2012

**Transfer Center Goal#6: Establish regular visitation schedule for local colleges and universities.**

Activities	Responsible Person(s)	Timeline	Outcome
Electronic correspondence to students on transfer related events and activities.	Web Master	On-going	
Arrange visits with local university representatives from CSU, UC and private schools via in person, online or phone.	TC counselors and Aide	On-going	
Coordinate with STAR program orientations & classroom visits with university representatives from CSU, UC & private	TC counselor	Fall & Spring	

**Transfer Center Goal#7: Establish a Coastline Virtual Transfer Site.**

Activities	Responsible Person(s)	Timeline	Outcome
Provide online transfer options to students at a distance by building a virtual transfer site.	TC director and Web master	Annually	

## TRANSFER CENTER GOALS 2011-2012

**Transfer Center Goal#8: Actively Outreach to historically Asian, Hispanic, Native American, and other minority students.**

Activities	Responsible Person(s)	Timeline	Outcome
Hold a Latino Youth Leadership Conference.	Dean of Student Services/Transfer Center Director /Counseling Office Coordinator/Student Services	Annually	
Hold 2 Latino Youth Leadership Workshops	Dean of Student Services/Transfer Center Director /Counseling Office Coordinator/Student Services	Bi-annual	

**Transfer Center Goal#9: Monitor and evaluate the success of Coastline Transfer Center activities and events.**

Activities	Responsible Person(s)	Timeline	Outcome
Meet with TC Advisory Committee to evaluate TC activities and future transfer activities	TC Director	Fall and Spring Terms	
Survey CCC students on their satisfaction with the TC.	Office of Instructional Research	Fall and Spring Terms	

**Coastline Community College  
ARTICULATION GOALS FOR 2010-11**

**Goal #1: Maintain and update CSU and UC course articulation data.**

<b>Activities</b>	<b>Responsible Person</b>	<b>Timeline</b>
Identify appropriate new courses for inclusion on CSU and UC transfer patterns.	Articulation Officer	Ongoing
Submit new courses for review to the CSU Chancellor's Office for CSU GE Certification.	Articulation Officer	December
Submit new courses for review to the UC Office of the President and CSU Chancellor's Office for IGETC Certification.	Articulation Officer	December
Submit new courses for review to the UC Office of the President for addition to the UCTCA.	Articulation Officer	Summer and October
Provide Summary of Curricular Changes to campus Articulation Officers.	Articulation Officer/Instructional Office	Fall

**Goal #2: Maintain and update CSU and UC Major Preparation data.**

<b>Activities</b>	<b>Responsible Person</b>	<b>Timeline</b>
Identify courses for potential CSU and UC major preparation.	Articulation Officer	Ongoing
Submit Course Outlines to CSU and UC campuses for articulation.	Articulation Officer	Ongoing
Respond to Faculty, Student and Instructional Deans requests for course articulation.	Articulation Officer	Ongoing

**Goal #3: Maintain and increase articulation agreements and MOUs with private four-year colleges and universities.**

<b>Activities</b>	<b>Responsible Person</b>	<b>Timeline</b>
Update existing agreements	Articulation Officer	Ongoing
Identify additional institutions for potential agreements.	Articulation Officer	Ongoing
Respond to articulation requests from private colleges and universities.	Articulation Officer	Ongoing
Identify additional four-year private institutions with Military Programs	Military Articulation Assistant Military Counselor	Ongoing
Maintain access to Articulation agreements and MOUs for counselors and students, such as a database or web links.	Articulation Officer	Spring

**Goal #4: Maintain and monitor articulation data.**

<b>Activities</b>	<b>Responsible Person</b>	<b>Timeline</b>
Update information on the ASSIST website by use of OSCAR.	Articulation Officer	Quarterly
Submit changes and corrections to ASSIST outside of regular maintenance when needed.	Articulation Officer	Ongoing
Provide faculty, students and staff with articulation updates.	Articulation Officer	Ongoing
Update articulation information in the catalog, schedule, Transfer Guide, and D.L. Guide	Articulation Officer	Spring
Update Student Advisement Planning sheets and Certification forms.	Articulation Officer	Spring
Assist with Major prep and Areas of Emphasis information for AA degree.	Articulation Officer	Ongoing



**Goal #5: Serve as resource person for students, faculty, staff and administration.**

<b>Activities</b>	<b>Responsible Person</b>	<b>Timeline</b>
Advocate for students when articulation issues arise.	Articulation Officer	Ongoing
Provide articulation data when needed.	Articulation Officer	Ongoing
Serve as consultant for articulation of both incoming and outgoing courses.	Articulation Officer	Ongoing

**Goal #6: Maintain active involvement in Articulation and Transfer Activities.**

<b>Activities</b>	<b>Responsible Person</b>	<b>Timeline</b>
Attend College Curriculum Committee Meetings	Articulation Officer	Ongoing
Attend CIAC Conferences	Articulation Officer	Spring
Attend SCHEC and SCIAC Meetings	Articulation Officer	Fall and Spring
Attend Region 8 Articulation Officers meetings.	Articulation Officer	Monthly October – May
Attend CSU, UC, and private university transfer workshops and conferences.	Articulation Officer	Fall and Spring
Meet with other college and university Articulation Officers when necessary.	Articulation Officer	Ongoing
Meet with Coast district Articulation Officers to share college Articulation updates.	Articulation Officer	Fall and Spring
Participate on district Degree Audit Project	Articulation Officer	Fall and Spring
Participate in CurricuNet start-up for articulation related needs.	Articulation Officer	Fall and Spring
Participate in implementation of SB 1440 For a Transfer degree and majors	Articulation Officer, faculty and Instruction Office	Ongoing



**Coast Federation of Classified Employees/  
Coast Community College District Negotiations**

**Tentative Agreement**

**ARTICLE 2. FEDERATION RIGHTS.**

**2.1 Right of Access.** The District agrees that designated Federation ~~officials~~ officers will have access to bargaining unit employees. The Federation agrees not to interfere with the employees' normal duties and further agrees to contact the employees only during breaks and before or after normal working hours, except in ~~unusual circumstances~~ situations where immediate representation is required. The Federation agrees to keep the District advised in writing of designated ~~officials~~ officers.

**2.2 Bulletin Boards.** The Federation shall have access to the use of one-third (1/3) of the space of the official bulletin board designated at each District facility for posting notices of its activities. The appropriate space as set forth ~~above~~ herein will be identified as Coast Federation of Classified Employees AFT Local 4794. Any notice posted pursuant to this section shall be signed and dated by an officer of the Federation.

**2.3 Distribution.**

**A. Use of District Mail System.** The Federation may make general distribution of materials and information to bargaining unit employees in employees' mailboxes maintained by the District, utilizing the District's mail boxes, voice mail, and email, so long as the material and/or information is not in violation of law. The Federation will distribute such materials using its own staff. Materials for distribution to the Coastline Community College employees not assigned to the Coastline Administration Center may be distributed through the District mail system. Any materials ~~so distributed pursuant to this section~~ shall be clearly identified as to source and authorized by the President officer of the Federation. ~~The Federation will send a copy to the Vice Chancellor for Human Resources of any materials distributed through the District mail system. The Federation will send a copy to the Vice Chancellor of Human Resources of any materials distributed through the District mail system that are initiated by the Federation.~~

**B. Mailboxes.** Each bargaining unit member shall have a designated mailbox ~~centrally~~ located at the employee work site. Each bargaining unit member shall be assigned an e-mail account.

**2.4 Use of District Facilities.**

**A. Federation Meetings.** The Federation shall have the right to use, without charge, District facilities at reasonable times for the purpose of meetings concerned with its representation rights at the District, provided that such use shall not interfere with, nor interrupt, normal District operations, and that arrangement for such use shall be made in accordance with College or District procedures for assigning meeting rooms. The

Federation will reimburse the District for any extra maintenance, or for any technical or custodial services directly attributable to the use of the meeting room.

**B. Secured Offices.** The Federation shall have secured offices at Orange Coast College and Golden West College, the locations to be mutually agreed upon by the District and Federation. The same furniture provided the faculty offices and telephone service will be provided. The Federation will pay for toll calls made from the office telephones. These offices shall be the sole office space provided to the Federation CFCE/AFT Local 4794. The District agrees to make available at Coastline Community College Center, at reasonable times, private office space for the use of the Federation in meeting with members of the bargaining unit.

**2.5 Distribution of Contract Agreement.** The District shall ~~provide each employee of the bargaining unit with one (1) copy of this Agreement and any addendum(s) and shall, additionally, provide each new hire, subsequent to the effective date of this Agreement, one (1) copy of this Agreement and any addendum(s).~~ Contracts and addenda will be distributed posted on the District's website within thirty (30) sixty (60) business days of following ratification and will be provided in print upon request.

**2.6 Business General Meetings.**

**A. General Business Meetings.** ~~The Federation's general business meetings shall normally be conducted at times other than normal working hours. However, the parties agree that special circumstances may arise which would require a business meeting during working hours. Therefore, upon mutual agreement between the Federation and the District, a special business meeting may be scheduled during working hours with an appropriate amount of released time.~~

**B. A Classified In-Service Training.** The Federation and the District shall mutually agree on location, day, time, and topic for classified in-service training. The training, ~~will be when offered, will occur twice in a day at the designated location twice a day, once per semester, during normal working hours not to exceed ninety (90) minutes, and employees covered by this Agreement shall be released to attend one of these one of these the in-service training sessions. sessions per semester. When the employee is required to travel from their work site and/or return to their work site to be in attendance, a reasonable amount of travel time will be permitted.~~

**C. B. General Business Meetings.** The Federation's general business meetings shall normally be conducted at times other than normal working hours. However, the parties agree that special circumstances may arise that would require a business meeting during working hours. Therefore, upon mutual agreement between the Federation and the District, a special business meeting may be scheduled during working hours with an appropriate amount of released-time.

**B. Paid Leave.** ~~The District shall grant, normally with three (3) working days written notice to the Vice Chancellor for Human Resources and the appropriate manager/supervisor from the classified President of the Federation, a total of thirty (30) days of paid leave per year for bargaining unit employees to attend to Federation business. Upon request of the Federation, the District shall grant a paid leave each fiscal year to the classified President of the Federation, one (1.0) FTE and one (1.0) additional FTE, to be determined by the Federation, to pursue Federation business thereby allowing~~

~~a total of 2.0 FTE. Such requests shall be submitted at least thirty (30) days in advance of the date the leave begins. If the Federation exceeds the allotted 2.0, the District shall be reimbursed the actual employee cost for the excess time. Further, no union representative, with the exception of the President, will be allowed more than 160 hours (20 days) per year.~~

**2.7 Paid Released-Time for Federation Business.** The total paid released-time for Federation business and the President's released-time shall be two (2) full-time equivalence (FTE's). If the Federation exceeds the allotted two (2) FTE, the Federation shall reimburse the District ~~shall be reimbursed~~ the actual employee cost for the excess time. This released-time shall be allotted in the following manner:

A. ~~Meetings~~ **Federation President.** Upon request of the Federation, the District shall grant a paid leave each fiscal year to the ~~classified~~ President of the Federation, one (1) FTE. Requests for this leave shall be submitted at least 30 days in advance of the date the leave begins.

**B. Federation Business.**

1. Released-time may include, but is not limited to, Federation committee meetings, preparation meetings for negotiations, annual conventions, conferences, workshops, and training.
2. When the employee is required to travel from their work site and/or return to their work site to be in attendance for Federation business, a reasonable amount of travel time will be permitted.

**C. Maximum released-time for members of the bargaining unit will be 20 days with the following exceptions:**

1. President – May use up to one (1) total FTE paid released-time per year.
2. Designated Vice President – In the event that the President is unable to function in the position, the released-time allotted to the President may be given to the Designated Vice President until the President is able to resume the duties or until a new President is elected.
3. Treasurer – May use up to 25 days/200 hours per year total released-time.
4. Secretary – May use up to 25 days/200 hours per year total released-time.
5. Members of the Negotiations Team – No more than five (5) unit members may be designated to serve on the Federation negotiating team. Those designated negotiating team members may use up to 25 days/200 hours total released-time.

With the approval of the employee's supervisor, the individual limit may be increased.

**D. Released-Time Notification.**

1. Federation requests for released-time shall be made on a form mutually agreed upon between the Federation and Vice Chancellor of Human Resources.

2. The Federation President shall provide ~~With~~ at least three (3) working days written notice ~~from the Federation President~~ to the Vice Chancellor of Human Resources and the appropriate manager/supervisor, of released-time requests for classified employees may be released to participate in Federation business.

**E. Released-Time Reimbursement for Departments.** An agreed upon time-sheet will be maintained by the supervisor to track released-time hours. Department supervisors will provide the time sheets for the released-time to the appropriate Personnel departments on a monthly basis to ensure reimbursement when Federation business released-time occurs.

**2.8 Released-Time for Federation Business Maintenance of the Contract.** In compliance with the EERA, the Federation shall have the right to reasonable released-time not taken from the total in 2.7 nor requested in a formal matter for the purpose of meeting and negotiating with the District and for the purpose of processing grievances.

## **2.9. Right of Review.**

**A. Copies of Reports.** The Federation shall have the right to receive, upon written request, one (1) copy of written reports that are public record, in accordance with State law. The District may charge the Federation for personnel and material costs associated with the production of requested material for multiple copies.

**B. ~~Non-privileged~~ Confidential Materials.** All non-confidential ~~information materials~~ given general distribution to management personnel by the District Office shall be provided to the Federation upon issuance and/or distribution. The Federation shall have the right to review, as provided by law, upon written request, other ~~non-privileged confidential~~ materials in the possession of the District necessary for the Federation to fulfill its role as the exclusive bargaining representative.

**C. Board Minutes and Agendas.** The District will furnish the Federation ~~Classified Unit~~ with one (1) copy of the minutes of Board meetings and two (2) copies of the Agenda of Board meetings, including all attachments and supporting documents except for documents of a confidential and or privileged nature as identified in the Brown Act. Copies of the Minutes and Agenda will be available at the District Office at the same time and in the same form as those furnished to the Board of Trustees.

**D. District Policy and Procedures Manual.** The District ~~will~~ shall provide notification to the Federation of any additions, deletions, or changes to District Policy or Procedures and either furnish said materials or indicate where the materials may be located. ~~furnish the Federation with one (1) copy of the District Policy and Procedures Manual and all subsequent additions, deletions, or changes and maintain an updated District Policy and Procedures link on the District's website.~~

**E. Response to Information Requests.** The District ~~will~~ shall furnish all prepared existing written materials requested by the Federation within ten (10) working days. For materials not in written form, the District will respond in writing as to the availability and probable date of distribution.

**F. List of Bargaining Unit Members.** Within ten (10) working days of ratification of this Agreement, the District will provide the Federation ~~with a~~ with access to a listing of all classified employees' names and home addresses. ~~Any change to the list will be provided to the Federation on a monthly basis.~~ The Federation shall have said access to these listings through the District's web-based Human Resources system.

## **2.10 Selection of Committee Members**

~~A. The District shall provide release time for five representatives to meet and negotiate with the District in compliance with EERA.~~

**B.A.** The Federation shall appoint classified representatives to all District-wide or College-wide committees consisting of classified, faculty, and administrators. Such appointments will be made within ten (10) days of ~~notification~~ the request for representatives to the Federation.

**C.B.** The Federation appointees shall ~~may~~ serve on a maximum of two (2) ~~Campus College, District Office,~~ District-wide committees (including their taskforces, or subcommittees) and may serve on other committees with the approval by of their immediate supervisor.

**D. C.** The ~~Campuses~~ Vice Chancellor of Human Resources shall supply the Federation with a list of all established committees by October 1 of each year.

**2.1011 Orientation.** The District will provide the opportunity for a representative of the Federation to talk with new employees, during the orientation process, to explain the role of the Federation and the provisions of this Agreement.

## **2.11-12 Dues Deduction.**

**A. Collection of Dues.** The District shall deduct, ~~on a tenthly~~ once a month for ten months or another mutually agreed upon basis, without charge, from the pay of those employees covered by this Agreement, the Federation dues, agency fees, or the reduced fair share service fee and ~~any other plans or programs designated by the Federation upon receiving the employee's written authorization for the District to make such deduction~~ and other amounts the Federation may lawfully charge employees in the bargaining unit with written authorization notification from the Federation employee.

**B.** In accordance with state law, agency fees shall be collected from all new employees in the bargaining unit with the first pay warrant for the classified assignment. The Federation will notify the District when employees change their status to membership or to reduced agency fee.

**B.C. Forwarding of Dues.** The total amount of dues and fees deducted, together with a list of Federation members from whose pay the dues were deducted, shall be forwarded by the District to the Federation office on a monthly basis. ~~The District shall provide the Federation with copies of any instruments revoking the employees' written authorization for the District to make such deductions within five (5) days of receipt of the notice by employee. Revocation of written authorizations of dues deductions shall be effective within thirty (30) days of the end of this agreement.~~

**E.D. Changes by Written Notice.** If the Federation changes the amount of the monthly dues, the District will implement such change upon written notification by the Federation at least 30 days prior to any payroll date. The Federation shall certify in such notice to the District that it has notified its members in writing of such change.

**2.4213 Contracting Out.** The District/College shall notify the Federation when contracting out for services exceeding \$15,000 within a fiscal year. The District's intent is not to contract out any work ~~which~~ that will displace existing classified employees/positions, or to avoid granting of reasonable number of overtime hours. If ~~the~~ a Campus-College or the District is considering the use of ~~utilizing~~ outside services ~~which~~ that may displace classified employees/positions, the ~~Campus-College/District~~ and the Federation shall discuss, in good faith, all issues and consider alternatives prior to the ~~District Chancellor~~ making a final recommendation to the Board of Trustees. The Federation CFCE will have the opportunity to bargain over the effects on classified employees/positions as a result of the adoption of the recommendation. It is further understood that all discussions will be held in an atmosphere of open disclosure and professionalism in a timely manner.



# Coast Federation of Classified Employees/ Coast Community College District Negotiations

## Tentative Agreement

### ARTICLE 4. SAFETY *(Now merged w/Previous Article 5 - Personal Computers . . .)*

#### 4.1 Safe Working Conditions.

A. The District shall make reasonable efforts to provide bargaining unit employees with safe working conditions. More specifically, the District will make all reasonable efforts to comply with the provisions of Cal state, federal, county, city, and/or applicable OSHA regulations within general industry standards, where applicable.

B. It is the responsibility of all employees to obey state job safety and health laws. Furthermore, it is the responsibility of the employee whose job requires use of tools, equipment or motor vehicles, to do so in a safe, prudent and lawful manner. The District will ensure that the employee has proper training and verify possession of the necessary certificates and/or licenses, and will not knowingly require bargaining unit employees to use, operate, or drive any piece of equipment which that is unsafe. It is the responsibility of the District to investigate the reports of employees regarding unsafe equipment and take the necessary steps to alleviate the potential danger.

C. The District will provide training to managers and employees regarding safe working conditions.

D. At the time of initial classified employment, the District shall distribute guidelines and/or provide training for the safe and healthful operation of equipment and computers.

E When necessary, reasonable effort shall be made by the District, in accordance with applicable regulations, to remediate areas identified by the District Environmental Health and Safety Department to have mold, lead, asbestos, other known carcinogens, or severe biological threats to the lives of unit members.

#### 4.2 The Right to Refuse to Perform Unsafe Work

A. An employee subjected to a hazardous condition or practice known to violate OSHA or occupational health standards, which could reasonably be believed to cause immediate death or serious physical injury, may refuse to perform the task. A unit member's right to refuse to do a task is protected from reprisal or discipline if all of the following conditions are met:

1. Where possible, the unit member asked the supervisor to eliminate the danger and the supervisor failed to do so; and
2. The unit member genuinely believes that an imminent danger exists; and
3. A reasonable person would agree that there is a real danger of death, serious imminent endangerment to health, or serious injury.

**B. In such cases of imminent danger, the employee shall:**

1. Leave the immediate area of danger, but cannot leave the work site unless directed to do so by the supervisor, except in the case of an emergency;
2. Immediately report the hazardous condition to the supervisor and explain the nature of the danger/hazard;
3. Request that the supervisor correct or remove the hazard;
4. Perform alternate duties as assigned during the removal of the hazard; and
5. Perform required job duties once the hazard is removed.

**C. In all such cases of imminent danger the site supervisor shall:**

1. Initiate an assessment of the reported safety hazard by the end of the following day of business;
2. Meet with the employee and assign alternate duties or an alternate work location to the employee(s) until the hazard is removed;
3. Within five (5) working days of the completed assessment, inform the employee of the findings related to the reported safety hazard and the corrective action taken or to be taken; and
4. Assign the employee's normal duties when the hazard has been removed.

**D. The District, consistent with Section 11(c) of the OSHA Act, shall not punish employees in any way, including firing, demoting, discriminating or any other form of retaliation, for exercising their right to a safe workplace.**

**4.3 Employee/Management Reporting Responsibilities. (Originally 4.2)**

**A. The employee shall report to his/her immediate supervisor or designee any industrial accident or illness immediately, but no more than 48 hours from the time of the industrial accident or diagnosis of work related illness.**

**B. It is the responsibility of ~~bargaining unit~~ employees to report, in writing on the appropriate form, to their immediate supervisor any condition(s) ~~which that~~ may indicate a**

potential danger or any situation(s) ~~which~~ that may result in a harmful condition to themselves or others. The Federation may make such reports on behalf of any employee or group of employees. No employee shall be discriminated against, nor shall the employee experience repercussions as a result of reporting such conditions.

C. The immediate supervisor shall investigate any written report and make a determination if corrective action is required. If no action is necessary, a written response will be sent to the employee with ~~and~~ a copy forwarded to the Federation and the proper College/District administrator. If cause exists, the immediate supervisor shall make reasonable attempts to resolve such conditions. If conditions cannot be corrected by the supervisor at that time, a written report shall be forwarded to the proper College/District administrator for appropriate action. A copy of such report shall be sent to the Federation and/or employee.

**4.4 Safety Committees.** *(Originally 4.3)* Each College and the District Office shall form a Safety Committee composed of equal numbers of representatives from the ~~District and the Federation~~ administration, classified staff, and other constituency groups. Volunteers will be sought to serve on such committees and the Federation will appoint its one representative(s) to each of these committees. The committees shall make recommendations to the appropriate College/District administrator ~~and a copy of such recommendations will be sent to the Vice Chancellor for Administrative Services for appropriate action.~~ The Safety Committees may review and make recommendations on reports submitted directly by ~~bargaining unit members~~ employees.

#### **4.5 Hazardous Chemical Warnings and Notices**

A. Prior to the use of known hazardous substances in an employee's immediate work area, the District shall provide notice 24 hours in advance to employees in the affected area. The District also shall make available a copy of the MSDS (Material Safety Data Sheets) as provided by law.

B. The District shall make reasonable effort to provide an alternate work site during the time of application of the substance. Subsequently, every effort will be made to provide an alternate work site in the event an employee has any allergic reaction, documented by a physician's note, to said chemicals.

#### **4.6 Ergonomic Use of Computers**

A. The District shall make available to all District employees information regarding the ergonomic guidelines involved in using their computers.

1. Because of the integral relationship between employee health and the proper use of computers, each employee, during the first week of initial employment will be required to complete the online tutorial on ergonomic considerations such as height, distance, protections for eyes, wrists, and posture.
2. Employees should inform and request assistance from their immediate supervisor if their health is being negatively affected by the setup or physical condition of their workstation.

3. If the problem is not alleviated in a reasonable time, the employee may contact Environmental Health & Safety and the respective personnel/HR departments.

#### **ARTICLE 5. PERSONAL COMPUTERS ADVISORY COMMITTEE.**

~~A. — A joint committee of four (4) Federation representatives and four (4) representatives from the District will meet twice per year to determine recommendations for improving working conditions regarding computer usage and ergonomic concerns. The Environmental Health and Safety Department will schedule training for employees as the department determines the needs of the employees.~~

~~B. Any recommendations of the committee shall be submitted to the Federation and the District for consideration/implementation.~~

**4.7 Violence in the Workplace.** The District and the Federation are committed to providing a workplace that is free of violence and to joint efforts in preventing violent incidents.

A. In an effort to provide a safer work environment and to make both management and unit members aware of issues regarding the prevention of violence in the workplace, the District and the Federation shall develop a training program that shall include, but not be limited to:

1. Security measures already existing in the work place;
2. Recognizing threatening or potentially threatening situations and the proper methods for dealing with them;
3. Proper procedures for reporting to campus security and/or local law enforcement any incidents or threats to safety; and
4. Personal safety training to assist employees in avoiding violent or potentially violent situations and to prepare them to better deal with such situations should they arise.

B. Any bargaining unit member who reports an incident of violence or threatened violence while on District property or engaged in District business shall be entitled to receive an investigation by the District into the details of the incident.

C. During hours of darkness, or when an employee's workstation or parking space is in a remote area, unit members may request and receive, if available, an escort from public safety.

**4.8 Extremes in Temperature.** In the event that interior temperatures outside the range of 60-80 degrees Fahrenheit persist for longer than two (2) working days, reasonable consideration will be given to the impact on work performance, and bargaining unit members may use space heaters that meet safety regulations or fans. After five (5) working days of temperatures outside 60-80 degrees, bargaining unit members may request a work accommodation such as completing their work at a different location.

**Coast Federation of Classified Employees/  
Coast Community College District Negotiations**

**Tentative Agreement**

**ARTICLE 25. NEPOTISM.** *(Replaces Previous Article 5 - Personnel Computers . . .)*

~~25.1 Nepotism. Relatives of employees may be employed by the District. Employment and assignment of such persons shall be such that an employee may not serve as a judge, advocate, or the immediate supervisor in any situation involving a relative. Relatives, for this purpose, are defined in the same manner as set out in Article 17, Section 17.3B.~~

5.1 The Coast Community College District prohibits the practice of nepotism. For the purposes of this article, nepotism (defined in Board Policy 7310) is the practice of any employee using his/her personal power or influence to aid or hinder another in the employment setting where there is a current or past immediate family relationship, or any other current or past relationship by blood, adoption, marriage, cohabitation, or domestic partnership (defined in Section 297 of the California Family Code). Examples of relationships covered by this article include, but are not limited to, the following:

- A. spouses;
- B. registered domestic partners;
- C. parents and grandparents;
- D. siblings;
- E. children and grandchildren; and
- F. in-laws and/or any relative living in the employee's home.

5.2 No one in the District's employ nor Trustee or representative of the District shall use his or her position or authority to influence hiring, compensation, permanency, retention, transfers, promotions, performance evaluation, disciplinary action, supervision, work assignments, or any other aspect of the District's day-to-day operations that impacts classified employee(s) based on relationships defined in section 5.1. Employment actions specified herein shall be conducted in a manner that prevents partiality, preferential treatment, improper influence, conflict of interest, or the appearance thereof.

5.3 The provisions of this Article do not prohibit the employment of relatives or registered domestic partners within the District. However, District employees shall not participate in making recommendations or decisions affecting any aspect of employment based on relationships as defined herein.

5.4 It is recognized that an employee's existing assignment on the date of the ratification of this Agreement may conflict with this Article. When an existing assignment, based on relationships as defined in this Article, have a verified adverse impact on supervision, safety, security, or involve other conflicts of interest, or the appearance thereof, the affected employee

or the Federation may seek to obtain reasonable, practical solutions. Such solutions may include, but are not limited to reassignment or transfer.

5.5 Employees shall not be transferred, placed or promoted into an open position in the same department or reporting structure where a relationship (as described in Section 5.1) exists.

5.6 Provisions of this Article are subject to the Grievance Procedure, as set forth in Article 6, if there is an alleged adverse impact on a bargaining unit member for matters including but not limited to hiring, compensation, permanency, retention, transfers, promotion, performance evaluation, disciplinary action, supervision, work assignments, or any other aspect of the District's day-to-day operations. In the event a bargaining unit member believes nepotism is taking place they may take one or both of the following steps:

1. Utilize the grievance procedure outlined in Article 6;
2. Utilize the procedure outlined in District Nepotism Board Policy 7310.

5.7 If an employee elects to use the District Procedures, the timelines for filing a Grievance will be tolled during the pendency of the District's process. If at the conclusion of the District's Procedure the employee is dissatisfied with the outcome, he/she may begin the Grievance Procedure, as set forth in Article 6.

5.8 The Human Resources department will notify the Federation, in writing, in the event a bargaining unit member begins to utilize the District Procedure.

**Coast Federation of Classified Employees/  
Coast Community College District Negotiations**

**Tentative Agreement**

**ARTICLE 11: Vacancies, Transfers and Promotions**

**11.1 Definitions.**

**A. In-House Classified Applicant.** A current classified employee, who is occupying a position in which permanency has been attained.

**B. Job Vacancy.** A job vacancy is an unoccupied position that is immediately available, and for which the District will actively recruit.

**C. Lateral Classification Change.** A lateral classification change is a move from an employee's present position to a position in the same salary range but into a different classification.

**D. Promotion.** A promotion is a change from one classification to another classification at a higher salary range.

**E. Reclassification.** A reclassification is the upgrading of a position to a higher classification as a result of the gradual increase of higher level duties being performed by the incumbent in that position over a period of time. (See Article 12)

**F. Reorganizational Reassignment.** A management-directed reassignment due to the reorganization of staff members 1) to manage increased demands or alter responsibilities after a position has been vacated or 2) to address department or institutional needs.

**G. Transfer.** A transfer is a voluntary or involuntary reassignment of an employee's from his/her present position to a new position, within the same classification or to a lower classification.

**1. Voluntary Transfer** – A transfer initiated by the classified employee or initiated by the District with the freely given consent of the classified employee.

**2. Involuntary Transfer** – A transfer initiated by the District without the consent of the classified employee.

**H. Voluntary Classification Reduction.** A voluntary move from one classification to another at a lower salary range.

**I. Y-Rating.** Maintenance of a classified employee's current salary step and column when the employee moves to a different classification with a lower salary range, until the new salary range catches up with the original salary.

**11.2 Transfer Process Prior to Posting a Job Vacancy.** The District recognizes the interest of classified employees in seeking or agreeing to transfer opportunities. There shall be no reprisal against a classified employee for exploring opportunities for transfer as outlined in the process below:

**A. Voluntary Transfer Process**

1. When the District Office of Human Resources receives authorization to fill a job vacancy, classified employees who are on the transfer list will be given the opportunity of a lateral (or lower classification) transfer and will be contacted by Human Resources to schedule an interview between the employee and the supervisor. If desired, the supervisor may establish a committee to participate in the interview(s) of those seeking transfer.
2. The supervisor (or committee) shall follow an interview procedure that is fair to all candidate(s) and may include, but not be limited to, appropriate oral presentations, writing samples, or other performance indicators related to the essential responsibilities of the position. The supervisor (or committee) shall evaluate candidates based on knowledge and competence, commitment to service, and potential contributions to the department and District.
3. Meeting minimum qualifications for a position is not a guarantee for receiving a requested transfer.
4. When the supervisor (or committee) conducts interviews, a written record of interview notes shall be maintained. Following consideration of the candidate's strengths and areas of growth as related to the position, the supervisor (or committee) shall forward all documentation to the District Office of Human Resources that indicates a) the transfer is to be offered to the classified employee, or b) the position will be opened for advertising to the general public and the classified employee may apply.
5. If a classified employee is offered a transfer, the employee must respond within 24 hours as to whether he/she wishes to accept the position. If the classified employee accepts the transfer, the position vacated by the employee will be opened for transfer. Ultimately, once the transfer process is complete, the resulting vacancy will be opened for recruitment, if necessary, to fulfill the requirements of Title 5.
6. Employees offered a transfer to a different classification or job title than previously held, will be required to serve a six (6) month probationary period. If a transfer is offered in the same classification, there is no new probationary period.



## **B. Involuntary Transfer**

In those instances when District management perceives a need to involuntarily transfer a classified employee, the District agrees to give ten (10) working days notice of such transfers, except in the case of an emergency. Such transfers will not be made in an arbitrary, capricious, or discriminatory manner. When requested in writing by the unit member being transferred, the reason for the involuntary transfer shall be provided in writing to the unit member.

### **11.3 Job Vacancy.**

**A. Posting.** When there is a job vacancy, the position announcement shall be posted online for a minimum of ten (10) working days. The position announcement shall include the description of job duties, qualifications required, classification, and wages. A notice of the vacancy shall be distributed in-house for placement on designated bulletin board locations, and a copy of the notice shall be sent to the Federation.

**B. Application.** An classified employee may apply for any announced vacancy. An in-house applicant must satisfy the minimum qualifications announced for the position, and must submit an updated resume (if required), letter of intent (if required), and all the requested application materials.

**C. Interview.** In-house applicants who are deemed by the screening committee to meet the minimum and desired qualifications required for interview for the position shall be interviewed. In addition, classified employees shall be interviewed who meet minimum qualifications and, in lieu of meeting all desired qualifications, have supplied the necessary evidence (see 1 and 2 below) with their application that they have successfully completed the following:

1. The job-training program related to the position (certificate of completion or letter of verification from the training manager); and/or
2. Training related to the position through the Classified Professional Development Program (certificate/transcripts).

**D. Selection.** In the event that an in-house applicant is not offered the position, the reason(s) for the denial will be discussed with the site personnel director at the request of the employee.

## **E. Search Committee Participation.**

1. Each Management or Administrative search committee shall consist of one (1) classified representative appointed by the Federation. The Federation shall respond to requests for search committee representatives within five (5) working days.

2. Search committees for classified positions, shall include a proportionate number of classified employees to other committee representatives, meaning that no constituent group shall have a greater number of representatives than classified employees. Further, the screening committees shall not include hourly staff and shall not normally include probationary staff. Selection of classified committee members shall be primarily on the basis of knowledge of the requirements of the open position.

**F. Hiring Policy and Procedures Task Force.** The District shall form a Hiring Policy and Procedures Task Force, as needed, to review and make recommendation(s) to improve the District's classified employee hiring procedures. The Task Force will consist of an equal number of District appointed and Federation appointed representatives, as well as other constituencies.

#### **11.4 Reclassification or Reassignment as a result of Reorganization.**

**A.** A classified employee may be reassigned to another position at a higher, lower, or equal classification as a result of reorganization. The reassignment will be in accordance with the procedures relative to promotion as outlined in Article 11.5.

**B.** If a classified employee is reassigned to a position at a lower range, as a result of reorganization, she/he shall be Y-rated. The classified employee also shall be given recall rights for a period of up to 39 months to a vacant position in her/his former classification.

**C.** If reorganization results in the displacement of a classified employee, the District recognizes the classified employee's permanence in his or her former classification, or in an eligible classification, and will place the classified employee in a vacant position if one exists. (See Section 11.4.B)

#### **11.5 Probationary Status in Vacancies, Transfers and Promotions.**

**A. Reassignments.** Classified employees reassigned to a former or current classification in which they have held permanency shall not be required to serve a new six (6)-month probationary period.

**B. Transfer and Voluntary Classification Reduction.** A supervisor may waive the new probation period if the employee has previously served a probation period with the same job qualification requirements. During a hiring freeze, a new probation period shall be waived in the event of an administrative transfer or classification reduction.

**C. Failure to Complete Probation.** In the event a regular classified employee accepts a promotion or lateral or voluntary classification change, and does not complete the six (6)-month probation, the District will place the classified employee in their previous permanent classification or in an open position most nearly like the position previously held. If a comparable position is not available, the classified employee may be placed in a temporary position, until an open position becomes available at a salary no lower than the previous permanent classification held.

#### **D. Probation Requirements.**

<b>Change in Assignment</b>	<b>New Probation Requirement</b>
No classification change	No (11.5.A)
Lateral classification change	Yes (May be waived - 11.5.B)
Voluntary classification reduction	Yes (May be waived - 11.5.B)
Promotion	Yes
Reclassification	No
Reorganization	Yes (May be waived - 11.5.B)
Reassignment to Classification Where Permanency was Held	No (11.5.A)

#### **11.6 Salary Placement.**

##### **A. Step Placement.**

<b>Change in Assignment</b>	<b>Step Placement</b>
No classification change	Same step placement
Lateral classification change	Same step placement
Voluntary classification reduction	Closest to previous salary
Promotion	Approximately 7.5% increase (11.6.B)
Reclassification	Same step in new classification
Reorganizational reassignment to lower range	Y-Rated (11.1.D)

**B. Promotion.** An employee who receives a promotion shall be placed on the appropriate salary range at a step assuring an increase that most closely equals 7.5% . If the step placement using this method is lower than would have been recommended if the employee were from outside the District, administration may recommend salary placement as if the employee were an outside candidate. The final determination and recommendation to the Board of Trustees for salary placement rests with the Vice Chancellor of Human Resources.

**C. Reorganizational Reassignment.** Salary step placement for a classified employee who is subject to a re-organizational reassignment shall be carried out as appropriate under Section 11.6(A), with the following provisions:

1. Reassignment to a lower class will be governed by Article 13, Sections and 13.6.B.5.D;
2. Reassignment to a lateral class will include the reemployment rights of Article 13, Section 13.7.

**D. Salary Advancement.** The classified employee's effective date of salary advancement will be consistent with the provisions described in Article 19.8.

**Coast Federation of Classified Employees/  
Coast Community College District Negotiations**

**Tentative Agreement**

**ARTICLE 13: Layoff Procedures & Reemployment Rights**

**13.1 Layoff and Reemployment General Provisions**

The District may lay off employees for lack of work or lack of funds based on a decision of the Governing Board, which is not subject to the collective bargaining process. The District will notify the Federation of the layoff as much in advance as possible, but no less than ten (10) calendar days prior to the written notification of a layoff to employees. The Federation retains its right to negotiate the impact of the layoff decision for matters within the scope of collective bargaining. Should layoffs be required, the District shall in every way possible preserve the rights of the individual employees.

Notification to employees affected by layoff shall be no less than forty-five (45) calendar days prior to the effective date of the layoff and shall be informed of their reemployment rights and displacement rights, if any. In the event of a fiscal catastrophe or disaster resulting in the closure of a College or the District, notice of layoff may be reduced as allowable pursuant to Education Code Section 88017(d).

**13.2 Definitions**

- A. Layoff.** Layoff is the cessation of an employee's regular classified assignment due to lack of work or lack of funds (per Education Code Section 88001). This may include any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.
- B. Bumping.** Bumping is based on seniority (See Section G) and is the displacement of a less senior employee by a more senior employee, and is determined by length of service within the current and/or prior classification.
- C. Classification.** For the purposes of Article 13, Classification is a term that defines those positions in the classified service according to a designated title, a specific set of duties (job description/specification), a salary range, and a regular minimum number of hours per day, days per week, and months per year.
- D. Lateral/Equal Classification ~~(Class)~~.** Any position that holds the same salary range on the current salary schedule.

- E. Lower Classification.** A position in a lower salary range on the current salary schedule.
- F. Higher Classification.** A position in a higher salary range on the current salary schedule.
- G. Seniority.** Employees shall accrue seniority for hours spent in a paid service, exclusive of overtime, in a given classification. Seniority shall be determined by the length of service within a current and/or prior classification.
1. **Movement from General Funded Position to Categorical or Grant Funded Position.** Permanent employees who transition from a general funded position to a categorical or grant funded (i.e., soft money) position retain rights to return to classifications previously held, based on seniority.
  2. **Reclassification.** When the District acts to reorganize reclassify, and as a result, two (2) or more classifications are merged or titles are changed and the previous classification is abolished, the seniority of regular reclassified employees who are reclassified will be computed from the date of earliest entrance into the abolished classification(s). When a portion of the classified employee's position(s) within the classification is reclassified, seniority in the new classification begins at the time of employment in the new classification.
  3. **Seniority shall terminate when an employee retires or resigns and does not return to work within 39 months or is discharged for cause.**
- H. Length of Service.** Total hours of service in paid status, excluding overtime, in any classification in which the employee has worked. Hours in paid status shall not be interpreted to mean service performed prior to entering a probationary or permanent position as a classified employee of the District.
- I. Regular Employee.** An employee who has probationary or permanent status.
- J. Permanent Employee.** An employee who has passed the required probationary period for his/her classification.
- K. Reemployment.** Reemployment is a provision whereby an employee who has been laid off or has, in lieu of layoff, voluntarily accepted a demotion or reduction in hours, has preferential rights to employment in a vacant position(s) or in classification(s) previously held, based on seniority.
- ~~B. Exclusions.~~** The following categories of employment are excluded from seniority rights:
- ~~1. Probationary.~~
  - ~~2. Persons not covered by this contract (see Article 7, Section 7.2).~~

~~**G.F. Displacement Rights (Bumping).** The right to displace or bump into a current, lateral or lower classification in which permanency has been attained is based on seniority. right to displace or bump into a current lateral, or lower classification, is based on seniority. Seniority in a lower classification shall be computed on the basis of hours of paid service in the higher classification(s) plus hours of paid service in the lower classification(s) including hours worked while in a probationary status. When an employee's position is eliminated or the employee is displaced, the employee has the right to bump only into classification(s) currently or previously held. The employee will first bump into the current classification(s) and then into lateral classification(s) previously held. If the employee is then displaced from the lateral classification(s), the employee has the right to bump into the next lower classification(s) previously held. In the event an affected classification requires state mandated licensure or certification, the employee with seniority will be required to meet the state requirements within state mandated time periods.~~

~~**C. Equal Class (Lateral Class).** The same salary range on the current salary schedule.~~

~~**D.C. Higher Class.** A position in a higher salary range on the current salary schedule.~~

~~**F.E. Layoff.** The cessation of an employee's regular classified assignment or any reduction in hours that is other than the changes made as part of disciplinary action. (See Section 13.5)~~

~~**E.D. Lower Class.** A lower salary range on the current salary schedule~~

~~**J. Reemployment.** Reemployment is a provision whereby an employee who has been laid off or has voluntarily accepted demotion or reduction in hours has preferential rights to employment in a vacant position(s) in classification(s) previously held, based on seniority.~~

~~**K-J. Seniority (Moved to G1, G2 & G3)**~~

~~**L. Short-Term Employee.** A person who is employed to perform a service for the District whose assignment shall not extend beyond 160 days in a fiscal year as specified in Article 7.2.E.~~

~~**M. Salary Placement Y-Rated.** An employee who accepts a reassignment to a lower classification in lieu of layoff shall maintain their current pay rate be Y-rated. Maintenance of a classified employee's current salary when the employee moves, in lieu of layoff, to a different classification with a lower salary range. The original salary does not increase until the salary in the lower classification catches up to the employee's original salary.~~

~~**13.3. Order of Layoff.** Regular classified employees shall be subject to layoff only for lack of work or lack of funds. [Moved to 13.1] (Formerly 13.4)~~

~~When a classified employee is laid off, the order of layoff within the classification shall be~~

determined by seniority. The classified employee with the least number of hours in paid status, within the current classification and higher classes in which the employee has worked, shall be laid off first. Reemployment shall be in the reverse order of layoff.

A classified employee may not be laid off if a short-term/employee is retained in the classification to render a service that the classified employee is qualified to render (per Education Code Section 88017). This citation does not create a 45-day layoff notice requirement for any individual hired as a short-term /employee.

Any contracting out of laid off services must comply with Education Code 88003.1.

### **13.34 Written Notice of Layoff. and Reemployment: Written Notice**

The District will make every reasonable effort to notify an employee of a potential layoff as soon as possible, but not less than thirty (30) 45 calendar days prior to the effective date of layoff (except as noted in Section 13.1); the District shall provide written notice to the employee, informing her/him of reemployment rights, displacement rights, if any, and the right to collect unemployment benefits. Such notice shall specify the reason(s) for layoff and identify the employee by name, classification, and work location.

A. An employee who is on duty shall be notified by an in-person delivery of a written notice of layoff. Every effort will be made to meet privately and discreetly with the employee. The employee will be asked to sign an acknowledgement of receipt of the written notice of layoff. The thirty (30) 45 calendar day notice period will begin on the date the employee is notified, whether or not the employee gives a statement verifying verifies receipt of the written notice of layoff.

B. Employees who are on a leave of absence, vacation, industrial accident leave, or sick leave, or otherwise unavailable in person for delivery, shall be notified of layoff by certified mail.

1. The first day of the thirty (30) 45 calendar day period shall be the next succeeding calendar day following the date of delivery or attempted delivery of the notice by certified mail.

2. The notice of layoff shall be sent to the most recent address on file with the Office of Human Resources. It shall be the responsibility of the employee to keep the Office of Human Resources informed on how and where the employee may be contacted.

3. Should the certified letter be returned after attempted delivery has been made, it shall be deemed that the employee has been notified of layoff and the layoff shall be effective as of the end of the specified thirty (30) 45 calendar day period.

**C. Specially-Funded Programs.** Employees in specially-funded positions under Section 88017(a) of the Education Code must be notified on or before April 29 if funds will run out by June 30. Notification to the Federation shall be made concurrently. However, if the termination of the specially funded program is other than June 30, notice must be given not less than 45

calendar days prior to the effective date of layoff.

The District is excused from providing 45 calendar days notice when a layoff for lack of funds is caused by an actual and existing financial inability to pay the salaries of classified employees or a layoff for lack of work is the result of an event or causes that the governing board could not foresee or prevent (per Education Code Section 88017(d)(1-2)).

### **13.5 Employee Options After Receipt of Written Notice.**

An employee whose position is being eliminated, whose schedule is being reduced, or who is being displaced, may elect layoff or may elect to become a candidate for possible reassignment to another position ~~according to the following guidelines as described in the sections 13.6 through 13.10.~~ The District and noticed employee(s) must adhere to the following timeline:

A. Within five (5) working days following written receipt of notice of the elimination of a position, reduction of schedule, or displacement, the employee shall notify the Office of Human Resources of her/his ~~choice~~ preference of layoff or reassignment. The day of notice is not counted as one of the five (5) days. Employees who have been notified and are on duty shall respond in writing to the District Office of Human Resources before 5:00 p.m. of the fifth (5th) working day.

B. Employees who are on a leave of absence, vacation, industrial accident leave, or sick leave shall have 15 calendar days from the date of notice, or until 5:00 p.m. on the day of return to duty, whichever is sooner, to inform the Office of Human Resources of this decision.

~~C. In all cases the employee shall have at least five (5) working days beyond the date of delivery or attempted delivery of the notice by certified mail.~~

C. If notice of preference is not received from the employee under 13.5 A or B, as applicable, then the action to layoff will proceed.

### **13.6 Order of Layoff Options.**

#### **A. Employee Displacement Rights (Bumping)**

1. When an employee's position is eliminated or the employee is displaced, the employee identified for layoff has the right to bump only into a classification currently or previously held.

2. The employee will first bump into the current classification and then into other lateral ~~lateral~~ classifications previously held. This bumping pattern may force the less senior employee into the next lower classification previously held.

3. Seniority in a lower classification shall be computed on the basis of hours of paid service in the higher classification(s) plus hours of paid service in the lower classification(s), including hours worked while in a probationary status.

4. In the event an affected classification requires state mandated licensure or



certification, the employee with seniority will be required to meet the state requirements within state mandated time periods.

~~5. Seniority Roster.~~ The District shall maintain a seniority roster for all regular classified employees. A copy of the each updated list roster shall be sent to the Federation in October of each year.

**B. Reassignment to Another Position.**

~~The employee shall be reassigned to a position in the following sequence. When an employee is being reassigned in lieu of layoff, the following sequence shall apply:~~

1. Current Classification – A position in the employee's current classification;
2. Lateral/Equal Classification – A position in a lateral classification previously held;
3. Higher Classification – a position in a higher classification previously held in which there is verification that the employee was not demoted for cause; or
4. Lower Classification – A position in a lower classification previously held.

a. Should persons classified employee(s) in the position(s) first described below above have more seniority than the candidate for reassignment, that candidate shall be reassigned to position(s) described consecutively in this Section. Should all persons employees in positions described in this Section have more seniority than the candidate for reassignment, that candidate would be laid off except as provided in Section 13.6.C. 13.2H.

b. Employees reassigned under this Section will be placed in positions as defined in Sections 13.6.B 13.4.B.1. (a), 1. (b), and 1. (c), above, whose incumbents have least seniority, in the following order: which have:

- (1) Same proportion of full- or part-time (hours per day) and same proportion of contract months per year;
- (2) Same proportion of full- or part-time (hours per day) but fewer contract months per year;
- (3) Same proportion of full- or part-time (hours per day) but more contract months per year;
- (4) Different proportion of full- or part-time hours and same contract months;

(a) Fewer hours per day to a minimum of fifty percent (50%) assignment;

(b) More hours per day to a maximum of a one hundred percent (100%) assignment;

(5) Different proportion of full- or part-time hours and different proportion of contract months. Consideration of hours is to be handled as in preceding Section 13.6.B.4.b, 13.4.B.2.(d).

(a) Fewer contract months;

(b) More contract months.

**c. Probationary Period.** An employee accepting a reassignment in lieu of layoff to a position in which she/he previously held permanency shall not serve a new probationary period.

**d. Salary Placement.** An employee who accepts a reassignment to a lower classification in lieu of layoff shall be Y-rated.

**C. Assignment to a Vacant Position.** An employee who is qualified may be assigned by the District to a vacant position if the employee is unable to exercise any rights under Section ~~13.2.G~~ 13.6 of this Article. The following conditions shall prevail:

1. The District shall determine which positions are vacant;

2. The District shall determine if the employee's qualifications are compatible with the minimum qualifications for the vacant position to be assigned in lieu of layoff;

3. An employee assigned to a vacant position, not previously held, shall serve a new six-  
(6) month probationary period;

(a) If the employee successfully completes the probationary period, the employee will be permanent in the new classification, but will not have waived the 39-month recall right to the former classification.

(b) An employee who is ~~terminated~~ separated from a newly assigned position during the probationary period ~~is deemed to be on~~ returns to layoff status. The time served in the probationary period will be subtracted from the 39 months to which the employee was originally entitled.

4. If a vacant position exists that is funded and open for recruitment as determined by the District, an assignment to a that vacant position will be offered at the time of layoff notice. An employee still will be considered for the recall rights, under subsection 13.7.A; and 13.5.7A.2 during the thirty (30) day notice period.

5. No grievance may be filed as a result of any action taken under this Agreement, based on an alleged violation, misinterpretation, or misapplication of Section 13.6 (C).

#### **A. Layoff Option**

**D. Voluntary Reduction in Hours.** Employees who take voluntary reductions in assigned time

in lieu of layoff shall be recalled to positions in their class with increased assigned time in order of seniority. Such employees who take voluntary reductions shall have an additional 24 months available for recall to positions in their classification in addition to the 39 month period covered in 13.7.A.1-above.

#### **E. Retirement in lieu of Layoff**

**1.** Regular employees with at least five (5) years of service credit under the Public Employees' Retirement System who are 50 years of age or older, may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employees shall, prior to the effective date of the proposed layoff, complete and submit an application for retirement to the Public Employees' Retirement System. Notification in writing shall also be forwarded through the supervisor to the Office of Human Resources.

**2. Reinstatement from Retirement.** Any person subject to layoff for lack of work or lack of funds electing service retirement shall be placed on an appropriate 39-month reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System that the retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently offered reemployment and accepts in writing the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the employee's request for reinstatement from retirement.

### **13.5.7 Layoff and Reemployment Rights**

#### **A. Recall Rights**

Subject to the availability of a vacant position for which he/she is qualified, the laid off employee has the right to reemployment.

**1.** A classified employee laid off because of lack of work or lack of funds is eligible for reemployment for a period of 39 months, and These employees shall be ranked in seniority order and reemployed in preference to new applicants, without further qualifying examination, as a regular employee in an equal, higher or lower classification in which they hold seniority. Individuals on the 39-month recall list due to layoff for lack of work or lack of funds shall be considered to have an employment relationship with the District and shall be eligible to apply for available posted positions.

**2.** If an employee is laid off as a result of a general cutback or reduction in force, she/he has the right to be recalled to any vacant position for which she/he is qualified. Qualification standards, such as licenses and job specifications for any position, shall be determined by the District and qualification standards shall be applied with equity. An arbitrator may not set aside the decision of the District as to a particular qualification standard in any particular case, so long as the standard is reasonably related to the job requirements and it was not used in bad faith to discriminate against the grievant. Not shall the fact that different standards apply in each college, or by department, be grounds

~~for the arbitrator to set the standard aside or to conclude that discrimination or bad faith has occurred.~~

**B. Reemployment Offer.** An employee shall be offered reemployment in the same sequence as outlined in Section 13.6.B of this Article.

**C. Recall Procedure – Layoff.**

1. The Office of Human Resources shall notify an employee in a layoff status of a ~~request~~ an offer to return to work using certified mail. Certified letters will be forwarded to the last address provided to the District by the employee. It shall be the responsibility of the employee to keep the District informed of ~~their~~ his/her latest mailing address.

The employee shall have up to ten (10) ~~calendar~~ working days from the postmarked date of the notice to accept or decline the position being offered. Failure to reply within ten (10) ~~calendar~~ working days will be considered a refusal.

**2. Employee options for accepting or refusing reemployment offers**

**a. Same classification and hours.** If the employee is offered title to title (or the equivalent if title no longer exists), reemployment with the same number of hours, he/she has the option to accept the offer or reject it, but after refusing two (2) such offers, the employee shall have relinquished all reemployment rights.

**b. Different classification and/or fewer hours.** If the employee is offered reemployment in a lower classification or with fewer hours or both, the employee may accept or refuse the offer. If the employee accepts such an offer, she/he will remain on the 39-month list, until the period has exhausted, in the event a position in the previously held classification and/or number of hours becomes available.

**c. Relinquishment of reemployment rights.** If the employee has rejected two (2) offers under 2a, or three (3) offers under 2b, or one (1) offer under 2a plus two (2) offers under 2b, the employee shall have relinquished all reemployment rights with the District.

~~When an employee has declined two (2) offers of reemployment in the same classification from which laid off, with the same proportion of full or part time and same proportion of contract months, the employee shall have relinquished all reemployment rights. a.~~

~~b. The employee shall have the right to decline three (3) offers of reemployment to positions other than in the same classification from which they were laid off. Should the employee decline two such positions in addition to two title to title positions;~~

3. If the employee in a layoff status accepts the position being offered, the employee

shall have up to ~~fifteen (15) calendar~~ ten (10) working days from the postmarked date of the notice to report for work. This does not preclude an employee from returning to work in fewer than ~~fifteen (15) calendar~~ ten (10) working days. Should the employee fail to report back to work within ~~fifteen (15) calendar~~ ten (10) working days, all reemployment rights are relinquished.

4. Should compliance with the ~~fifteen (15)~~ ten working (10) days requirement be precluded by circumstances beyond the control of the employee, a reasonable extension of time may be granted by mutual agreement between the District and the employee and/or Federation.

### **13.9 8 Maintenance of Benefits after Layoff.**

**A. Maintenance of Benefits – Layoff.** Employees who have one (1) or more years of continuous service with the District in a regular classified position and who are laid off shall have medical, dental, vision, and life insurance benefits (see Article 20) continued at District expense at the rate of one (1) month for each continuous year of service up to a total of six (6) months. The aforementioned benefits will be continued at the same level as in force prior to the layoff.

**B. Maintenance of Benefits – Reduced Assignment.** Classified employees who have one (1) or more years of continuous service with the District, who accept reduction in assigned time that affects benefits, shall continue to participate in the same program of medical, dental, vision, and life insurance benefits in force for active employees (see Article 20), at the rate of their full-time equivalence (FTE) for 11 months following the month in which the (FTE) reduction occurs. ~~in the in their prior as provided in Article 20.~~

**C. Maintenance of Benefits – Employee Option.** Employees who are eligible for, and participating in, the District-sponsored insurance program at the time they are laid off, or at the time District paid benefits cease in accordance with Section 13.8.A and Section 13.8.B, above, have the option of retaining the insurance benefits at their own expense as long as they remain on the recall list and do not accept employment with another employer who provides such benefits.

**D. Recall – Restoration of Benefits (Industrial Accident Leave, Longevity, Step Increments, Sick Leave and Vacation).** Employees recalled within 39 months shall have insurance benefits, as provided by the District, effective the first day of the month following the first day of reemployment. All other rights shall be restored.

### **13.12 9, Exhaustion of Leave and Reemployment Rights.**

**A. When an employee has been placed on the 39-month list due to exhaustion of leave, (see Article 17), the employee's reemployment, after providing a medical release to return to work, shall take preference over all other applicants, except for those laid off for lack of work or lack of funds. In these instances the 39-month employee shall be ranked among any who have been laid off for lack of work or lack of funds, according to seniority hours.**

B. An employee who has been placed on a reemployment list due to exhaustion of leave allowance, who has been medically released for return to duty and who fails to accept an offered assignment in the same classification with the same number of hours shall be severed from the District.

**13.1110 Special Cases Circumstances**

Should ~~eases~~ circumstances not otherwise covered be identified during the displacement or reemployment processes; for example, if an employee's previous classification has ~~ving~~ been eliminated, reclassified, or subdivided, it shall be the responsibility of the Vice Chancellor ~~for~~ of Human Resources or designee to place the individual within a classification and a salary level most nearly like the position previously held by the employee.

**Coast Federation of Classified Employees/  
Coast Community College District Negotiations**

**Tentative Agreement**

**ARTICLE 14. HOURS AND OVERTIME.**

**14.1 Regular Work Schedules and Workday.** The work schedule shall be forty-(40) hours per week. The workday shall be eight (8) hours, except as otherwise stipulated in this article. These provisions do not restrict the extension of a regular workday or work schedule on an overtime basis when such is necessary to carry on the business of the District, subject to the provisions of this article.

**14.2 Other Work Schedules.** The District may establish a workday other than eight (8) hours per day (e.g., 9/80, 4/10, 4/9 and 1/4, including a flexible schedule).

**A.** Holidays will be paid for the same number of hours as the employee's scheduled workday and under the provisions of Article 16.

**B.** A compensatory day will be granted for a holiday which that would have normally fallen on a scheduled workday but falls on a day off under a 4-10 or modified work schedule. In such cases, the overtime rate will be paid for all work in excess of the scheduled ten (10)-hour workday or forty (40)-hour work week. (See Appendix B for Flex guidelines).

**14.3 Work Week.** A regular work schedule shall consist of not more than five (5) consecutive working days for any employee having an average work day of four (4) hours or more during a work week. A regular work schedule of five (5) consecutive days may begin on any day of the week and at any hour of the day.

**14.4 Changes to Employee Schedules**

**A.** Changes involving Saturday and/or Sunday

1. No unit member shall be required to change his or her workweek to include Saturday or Sunday without his/her written consent when that work is a result of the District adding Saturday and Sunday classes. If there are changes in the State law, the language in this Section will be modified to reflect current law.

2. No unit member shall be assigned Saturday or Sunday work if the employee objects in writing that the assignment would conflict with his/her religious beliefs or practices.

3. Enactment of parts A.1 and A.2 of this section shall cause no change or disruption in existing work schedules that may already include Saturday or Sunday as regular workdays.

**B.** Permanent changes to an employees regular work schedule shall not be made in an arbitrary or capricious manner.

**C.** Should changes to an employee's regular work schedule need to be made, consultation between the supervisor and the employee shall take place as soon as the need for change is determined and no less than ten (10) working days prior to the implementation of the change.

**D.** When the employee presents reasonable justification that the change will create a verifiable hardship, other qualified employees in the same department, should they exist, shall be offered the new schedule on the basis of seniority. If no volunteers come forward, the least senior classified employee of the same department and classification, who is qualified, shall be given the changed schedule.

**E.** The employee who actually has a schedule change will receive at least ten (10) working days notice prior to having the hours of the regular schedule changed after consultation between the employee and supervisor. If the District fails to provide proper notice to the employee or violates Article 14.3, the employee shall either be paid at 1.5 times his/her daily rate from the date the employee should have been notified to the date the change is implemented, or the District may delay the implementation of change to accommodate the ten-(10) day notice provision.

#### **14.5 Fluctuating Daily Schedule.**

**A.** Employees may have a fluctuating schedule due to the demands of the job. The supervisor will explain to the employee the need for the change in hours. The employee will receive at least forty-eight (48) calendar hours notice prior to having the hours of the regular schedule changed after consultation between the employee and supervisor. The days of the work week may be changed with seven (7) calendar days notice to the employee. A fluctuating schedule shall not be implemented to avoid the payment of overtime.

**B.** An employee on a fluctuating schedule whose regular schedule has been adjusted shall have a rest period of at least ten (10) hours between the end of the assignment on one day and the time scheduled to report to work on the next day.

An employee receiving less than a ten (10) hour rest period will receive, in addition to any other compensation, the regular overtime rate for all time worked prior to the completion of the tenth (10th) hour from the end of the previous day's assignment. For example, if an employee finishes the day's work at 11:00 p.m. and is required to begin work again at 7:00 a.m., the employee has received only an eight (8) hour period of rest. Two hours of overtime would be paid the employee for the hours of 7:00 a.m. to 9:00 a.m., as outlined in Section 14.8 as to rate of pay.

Provision 14.5(B) shall not apply if the employee initiates a request for a short turnaround and the supervisor agrees.

**C.** An employee on a management-initiated fluctuating schedule shall receive a differential in accordance with Section 14.7(A) (Fluctuating Schedule). If the employee on a fluctuating schedule is eligible for other differential compensation, the employee will receive up to a maximum of 10% total differential rate for the entire work assignment.

**D.** This Section shall be applied only to those classes whose duties require fluctuations in daily working hours.

**E.** Interpreters for the deaf shall be excluded from provisions of this Section.



**14.6 Definition of Shifts.** The workday is eight (8) hours (except as otherwise provided) and may begin at any hour of the day.

**A. Day Shift.** When over sixty percent (60%) of the time worked in a position falls between 8 a.m. and 5 p.m., the position shall be designated as a day shift position.

**B. Swing Shift.** When forty percent (40%) or more of the time worked in a position falls between 5 p.m. and midnight, the position shall be designated as a swing shift position.

**C. Graveyard Shift.** When forty percent (40%) or more of the time worked in a position falls between midnight and 8 a.m., the position shall be designated as a graveyard shift position.

**D. Split Shift.** When forty percent (40%) or more of the working days are broken by an interval of two (2) or more hours (without pay), the position shall be designated as a split shift position.

**E. Weekend Shift – Full.** When forty percent (40%) or more of the time worked in a position falls between 12:01 a.m. Saturday and 12:00 a.m. Sunday, the position will be described as a full weekend shift.

**F. Weekend Shift – Partial.** When twenty percent (20%) or more of the time worked in a position falls between 12:01 a.m. Saturday and 12:00 a.m. Sunday, the position will be described as a partial weekend shift.

**G. Fluctuating Shift** – When the regular schedule of the employee consists of differing hours or days from one day to the next or one week to the next.

#### **14.7 Shift Differential.**

**A. Shift differentials are as follows:**

<u>Shift</u>	<u>Add to Base Salary</u>
Day	0%
Swing (40% after 5 p.m.)	5.0%
Graveyard (40% after midnight)	7.5%
Split (minimum 2-hr break)	2.5%
Weekend Shift – Partial	2.5%
Weekend Shift – Full	5.0%
Fluctuating Schedule	3.0%

**B.** An employee whose regular assignment is on the swing, graveyard, weekend, or split shift, and who is temporarily assigned to another shift not entitled to differential compensation, will not lose the differential payment for the regular assignment unless the temporary assignment is twenty-two (22) consecutive working days or longer. If a temporary schedule change results in a shift assignment that carries a differential, or a higher differential, for five (5) consecutive working days or longer, the employee ~~will~~ shall receive the higher differential for the total period.

**C.** An employee whose regular assignment is a combination of more than one of the shift differentials defined above or split shift, and who is temporarily assigned to another shift

entitled to differential compensation, will receive up to a maximum of ten (10) percent differential rate for the entire work assignment. Those employees who are hired prior to July 1, 1999 shall not be affected by 14.7(C).

#### **14.8 Lunch Periods.**

**A.** Bargaining unit employees are guaranteed an uninterrupted, duty free lunch period. Lunch periods are sixty (60) minutes in length, except for flex schedules, but may, with the consent of the employee and the immediate supervisor, be thirty (30) minutes in length. No employee shall be required to work for a period of more than five (5) consecutive hours without a lunch period, except that when a work period of not more than six (6) hours will complete the day's work, the lunch break may be waived by mutual consent of the supervisor and the employee.

**B.** If an employee's lunch period is interrupted by the immediate supervisor or a person in higher authority, the employee is entitled to extend the lunch period that day by thirty (30) minutes in addition to the time spent carrying out the duties required.

**14.9 Overtime.** The District agrees to compensate employees at the rate of one and one-half (1.5-1/2) times the employee's regular rate of pay (including shift differential) for each hour of work in excess of eight (8) hours work in one day or forty(40) hours in one week. The District agrees to compensate employees at the rate of two (2) times the employee's regular rate of pay (including shift differential) for each hour of work in excess of twelve (12) hours in one day. (Exception: any approved Plan such as 4/10, 9/80, etc.) No overtime will be paid unless approved in advance by the appropriate supervisor, unless circumstances make obtaining prior approval impossible, primarily in emergencies. In such cases, the employee may submit the overtime to the supervisor and the supervisor will determine whether overtime without prior approval is to be paid.

In lieu of overtime pay, the employee may choose to receive compensatory time at the overtime rate for the approved overtime hours worked, (1.5-1/2 hours of time for every hour of work or 2 hours of time for every hour of work if in excess of twelve hours of work in one day). The request for compensatory time in lieu of overtime pay must be made at the time overtime hours are worked; such a decision is irrevocable. Compensatory overtime hours worked will be reported via timecard with copies maintained by campus Personnel (if applicable) and District Payroll.

**14.10 Assignment of Overtime.** An employee may refuse overtime work, except in case of emergency as defined in Article 3.2 of this contract. The District shall make every attempt to distribute the overtime work evenly among the qualified employees who agree to work overtime. If a scheduling problem exists, seniority on a rotating basis shall prevail.

**14.11 Average Workday of Four (4) Hours or More.** Employees having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) consecutive day following the commencement of their work week at a rate equal to one and one-half (1-1/2) times their regular rate of pay (including shift differential).

**14.12 Average Workday of less than Four (4) Hours.** Employees having an average workday of fewer than four (4) hours during the work week shall be compensated for any work required to be performed on the seventh (7th) consecutive day following the commencement of

the work week at a rate equal to one and one-half (1-1/2) times their regular rate of pay (including shift differential).

**14.13 Overtime in Multiple Assignments.** When an employee works in two (2) or more different classifications during the work week and is entitled to overtime pay, compensation will be computed at the rate appropriate to the classification of work performed. The appropriate rate shall be determined by the supervisor who assigns the overtime and shall be consistent with the number of hours worked in each classification. In no case shall the compensation be less than the overtime rate for the classification in which the overtime work was performed.

**14.14 Compensatory Time.**

Such compensatory time off shall be at the rate of one and one-half (1-1/2) hours for every hour of overtime worked or two (2) hours for every hour of overtime worked over twelve (12) hours in a day and will be taken within twelve (12) months following the end of the month in which the overtime was worked (per Ed Code 88028). Accrued compensatory time is subject to the 480-hour limit: overtime worked at 1.5 per hour is limited to 320 hours of actual overtime worked; overtime worked at double-time is limited to 240 hours of actual overtime (as outlined in 29 CFR 553.22 "FLSA Compensatory Time"). Employees who are asked by their supervisor to work overtime and who are at their compensatory time limit shall be paid overtime at the applicable rate.

Compensatory time must be taken within the twelve (12)-month period in which it was accrued. During that twelve (12)-month period, compensatory time shall be scheduled with the supervisor to meet the needs of the department. If compensatory time is not taken within a twelve (12) month period, it will be paid at the current overtime rate as prescribed under the provisions of Section 14.8. If the twelve (12) month period has lapsed and the scheduling has not been mutually agreed upon, the supervisor may assign the time with ten (10) working days notice. If the twelve (12)-month period has expired and any time remains at the end of the fiscal year, the remaining time will be paid in a lump sum at the current overtime rate as prescribed under the provisions of Section 14.9.

**14.15 Rest Periods.** The authorized, uninterrupted, duty free rest period shall be based on the total hours worked daily at the rate of fifteen (15) minutes per four (4) hours. Employee rest periods will be scheduled approximately in the middle of each work period. (In the case of the 4/10 plan, three (3) fifteen (15) minute rest periods shall be authorized.) Employees who work less than three and one-half (3-1/2) hours per day are not authorized for the rest period. Time from unused rest periods may not be used to lengthen the lunch break or shorten the work day.

**14.16 Reporting Time Pay.**

**A. Emergency Call Back.** An employee called back to work after the completion of the regular assignment shall be reimbursed a minimum of three (3) hours pay at the employee's overtime rate. Any time worked in addition to the first three (3) hours shall be compensated at the regular overtime rate of actual time worked.

**B. Emergency Call In.** An employee called to work on an emergency basis on a day other than when the employee is regularly scheduled to report is guaranteed a minimum of three (3) hours pay at the overtime rate. In addition, the employee is guaranteed at the overtime rate two (2) additional hours of pay beyond any actual time worked after the first sixty (60) minutes. (1st example: an employee is called in, works thirty (30) minutes, receives three (3) hours pay. 2nd example: an employee is called in, works one (1) hour and thirty (30) minutes,

receives three (3) hours and thirty (30) minutes pay. *3rd example:* an employee is called in, works three (3) hours, receives five (5) hours pay.)

**C. Standby Duty.** There will be no standby duty for any bargaining unit employee.

**D. Inconvenience Pay.** An employee will become eligible for inconvenience pay when an employee has not been scheduled to work and is contacted, at the insistence of a supervisor, during off-duty hours to help resolve a problem without the need to come in. Inconvenience pay shall be paid at the overtime rate of pay. An employee shall be guaranteed a minimum of one hour of pay at the overtime rate or compensatory time of 1.5 hours per hour worked.

**14.17 Adjustment of Assigned Time.** The workday and work week for part-time employees shall be established by the District. The workday so established shall be the basis for determining vacation, sick leave, and holiday pay for part-time employees. An employee who works an average of thirty (30) minutes or more per day, in excess of the regular assignment, for a period of more than twenty (20) consecutive work days, shall have the benefits adjusted upward and recalculated to reflect the longer hours effective on the twenty-first (21st) day. The increased benefits will continue as long as the employee is assigned to the increased schedule. In addition, the employee may request, and the District will examine, whether or not the percentage of assigned time should also be adjusted upward.

Supervisors may not circumvent giving increased benefits for such work by creating a pattern of asking an employee to work slightly fewer than 20 days and then regularly rotating with other employees to avoid the necessity of increased benefits.

**14.18 Work Calendars of less than Twelve (12) Months.**

**A.** All unit members on less than twelve month work calendars, whose schedules need to be changed by the District for the following year, will be notified of the intent of the District to change their duty calendar at least 30 days prior to the end of the spring semester preceding the change.

1. The District may modify an individual calendar, as established in Section 14.17(A), by written notification to the employee. The notification will include the reason for the change. The District will provide the Federation with a copy of the Notice of Change at the same time as the employee is notified.

2. At the employee's request, he or she may schedule a conference with his or her supervisor regarding the proposed changes within seven (7) days of notification of the intent of the District to change the schedule.

**B.** Individual employee variations from established work calendar may be arranged by mutual agreement between the employee and the employee's immediate supervisor according to established, written District procedures.

**Coast Federation of Classified Employees/  
Coast Community College District Negotiations**

**Tentative Agreement**

**ARTICLE 15. VACATION.**

**15.1 Definitions**

- A. Carryover Vacation:** Accrued vacation not used within the fiscal year up to the balance allowed for years of service (as shown in 15.2)
- B. Excess Vacation:** Accumulated vacation hours above the allowable carry over balance (as shown in 15.2).

**15.12. Vacation Accrual.** Regular employees will earn vacation according to the following schedule. Employees working less than full-time will have their vacation earnings prorated at a percentage equal to the percentage of their contract contractual assigned hours of work.

**New Balance Changes, effective July 1, 2011**

<u>Years of Service</u>	<u>Earned Vacation</u>	<u>Carryover Balance Allowed on July 1</u>
1-3 years of service	8 hrs/month of service (1 day/month – 12 days/yr)	96 <u>144</u> hrs
4-5 years of service	9.33 hrs/month of service (1.16 days/month –14 days/yr)	<del>112</del> <u>168</u> hrs
6-9 years of service	10.66 hrs/month of service (1.33 days/month –16 days/yr)	<del>128</del> <u>192</u> hrs
10-13 years of service	12 hrs/month of service (1.50 days/month –18 days/yr)	<del>144</del> <u>216</u> hrs
14+ years of service	13.33 hrs/month of service (1.66 days/month – 20 days/yr)	<del>160</del> <u>240</u> hrs

**15.23 Vacation Scheduling.**

**A.** Efforts will be made to enable vacation to be taken at times requested by and convenient to the employee consistent with the needs of the District. An attempt will be made to approve and assign vacation periods in a manner which that is fair to all employees. If a scheduling problem exists, seniority on a rotating basis shall prevail. For purposes of this section, "seniority" means length of service based on the initial date of assignment in the department. ~~Employee vacation requests shall be in writing and approved or denied by the supervisor within five (5) working days. Denial of request will be in writing. Employee vacation~~

requests shall be in writing and approved or denied by the supervisor within five (5) working days. Approval or denial of the request will be in writing. A vacation calendaring form may be provided by the immediate supervisor for such use.

B. Absence reports will be submitted by the employee to the immediate supervisor for approval within three (3) working days of returning from the approved vacation leave.

#### **15.4 Use of Excess Vacation**

A. When an employee, to meet the convenience of the District, is not permitted to take vacation within the fiscal year, the amount not taken in excess of the allowable balance as provided in Section 15.42 shall be accumulated to carry over for use in the following fiscal year only or, at the request of the employee, a lump sum payment shall be made for the excess accumulated vacation. A request for vacation time credit or lump sum payment shall be forwarded by the employee to the appropriate supervisor. If an employee does not request a lump sum payment, the supervisor will meet with the employee to create the vacation schedule request must include a plan for use of the excess days.

B. By October 31 of each year, the employee and immediate supervisor will meet to establish a vacation calendar for the academic year for the use of hours in excess of the allowable carryover balance. The employee and supervisor must adhere to the established plan in such circumstances. Subsequent to the meeting between the manager and the employee, if by October 31 there is no agreement on the use of excess days, the manager will assign all the excess hours with ten (10) working days notice.

#### **15.35 Vacation Compensation.**

A. Eligibility to receive scheduled vacation or vacation pay will commence on the first (1st) day of the month following completion of six (6) months or one hundred and thirty (130) days of paid service in a regular assignment. No payment shall be made for accumulated vacation to an employee who terminates prior to attaining eligibility to receive vacation. Vacation will be paid at the employee's current rate of pay.

B. Employees who work less than a twelve (12) month assignment will normally be assigned vacation time during the recess periods. Unearned vacation may be advanced for vacation assigned during recess periods when requested on the absence report. Excess vacation time may be scheduled during the regular work year in accordance with Section 15.2 of this Agreement. When convenient for both the employee and the District, an employee may request an unpaid leave of absence during recess periods.

C. Vacation may be granted that has not been earned, except as provided in Section 15.35.A. In such cases, a written request must be initiated by the employee and approved by the immediate supervisor, appropriate College administration, and the Vice Chancellor of Human Resources or designee. Unearned vacation that has been granted shall be deducted from the employee's final salary warrant if the employee terminates prior to earning such vacation.

D. Employees who terminate generally will be required to use accrued vacation prior to the termination date. Any unused accrued vacation will be paid in a lump sum.

**E.** An employee who commences an approved vacation and subsequently becomes ill or bereaved before the vacation has been completed, may request that the appropriate amount of time be charged against sick leave and/or bereavement leave rather than vacation.

**Coast Federation of Classified Employees/  
Coast Community College District Negotiations**

**Tentative Agreement**

**ARTICLE 16. HOLIDAYS.**

**16.1 Definitions.**

**A. Holiday.** An eight hour paid leave (prorated for those working less than full-time) granted on the basis of the established the District approved Annual *Holiday Schedule* (see 16.5). (Elimination of Floating Holiday effective July 1, 2008).

**B. In Lieu of Holiday.** A replacement day of paid leave based on eight (8) hours leave (prorated for those working less than full-time) for a holiday on which the employee was not scheduled to work.

**16.2 Holiday Eligibility.**

**A. Compensation.** When a regular employee is in a paid status either immediately preceding or immediately following a holiday on which they would have been normally scheduled to work, the employee will be paid for the holiday. While on a paid leave of absence (vacation, illness, or other), an employee shall be paid for any holiday which that occurs during the leave, and such day shall not be charged to vacation or leave time.

**B. In lieu of Day-off-Holiday Compensation.** Regular employees scheduled to work five (5) days per week, other than Monday through Friday, will be granted an *in lieu of* day off for any holiday that falls on the employee's normal day off. Regular employees scheduled to work less than five (5) days a week will be granted *in lieu of* holiday time prorated according to the employee's contract percent of full-time employment. *In lieu of days must be used within thirty (30) days of when the holiday falls and cannot be banked. Within five (5) days of the scheduled holiday, the employee and supervisor will determine the in lieu of date to be taken.*

**C. Holidays for Flexible Work Schedules - Full-time Employees.** When a holiday (8 hours) falls during an employee's flexible schedule, the following options may be used:

1. **4/10 Work Week:** During the week of the holiday, the employee may opt to work a standard week of eight (8) hours per day, and observe the holiday, by taking that day off on the day it occurs. If the employee wishes to remain on the flexible schedule, the employee day off will be calculated at ten (10) hours. Because the holiday is valued at eight (8) hours, the employee will owe two (2) hours (per holiday) of time, which will be taken from vacation leave.
2. **9/80 Work Schedule:** During the week of the holiday, the employee may opt to work a standard week of eight (8) hours per day, and observe the holiday by taking that day off on the day it occurs. If the employee wishes to remain on the flexible schedule, the employee day off will be calculated at nine (9) hours. Because the



holiday is valued at eight (8) hours, the employee will owe one (1) hour per holiday of time, which will be taken from vacation leave, unless the eight (8) hours is otherwise made up during the scheduled two (2) week period.

**16.3 Holiday Compensation.** When an employee is required to work on a District-approved holiday, ~~such employee he/she~~ will be paid straight time for the holiday and one and one-half (1-1/2) times the regular rate of pay (including shift differential) for hours worked, which equals double-time and one-half. Any employee who loses a holiday as a result of the holiday being moved to a non-paid status day shall be given a day off in lieu of the unused holiday.

**16.4 Holiday Scheduling.** The Federation—~~Classified Unit~~ shall have one (1) representative to who serves on the District Calendar Committee, which recommends the calendar for the academic year.

**16.5 Holiday Schedule.**

Independence Day

Martin Luther King Day

Labor Day

Veterans' Day

Thanksgiving Holiday (2 days)

Winter Holiday (9 days)

New Year's Day

Lincoln's Birthday

Washington's Birthday

Spring Holiday

Memorial Day

Floating Holiday

**Coast Federation of Classified Employees/  
Coast Community College District Negotiations**

**Tentative Agreement**

**ARTICLE 18. PROFESSIONAL DEVELOPMENT.**

**18.1** The District will provide classified employees the opportunity to expand their knowledge and increase their skills through professional development activities that promote individual growth and contribute toward achieving the mission of the District and its colleges.

**A. Enrollment Fee Reimbursement for Professional Enhancement in Current Position or Personal Enrichment.** The District will provide enrollment fee reimbursement of credit courses offered throughout the District. Employees are eligible for reimbursement for one class per semester, up to two credit courses each academic year, that are relevant to their current position, part of a certification or degree program, or a wellness class/program. If a course is on an employee's professional development plan, as described in Board Policy 7854, the employee cannot use the enrollment fee reimbursement in a manner that provides payment for the same course twice.

**B. Professional Development for Purposes for Advancement.** The District will provide reimbursement for approved professional development activities, outlined in a professional development plan that adheres to the guidelines established in Board Policy 7854.

**18.2 Eligibility.** To be eligible to participate in the Professional Development Program, the ~~bargaining unit member~~ classified employee must:

A. Have completed a probationary period of employment.

B. Meet eligibility requirements as outlined in ~~each program~~ Board Policy 7854.

**18.13 Professional Development Committee.** The Professional Development Committee shall administer the Professional Development Program of the District as provided for under established Board Policies.

**18.34 Composition of the Professional Development Committee.** The committee membership shall consist of seven (7) members appointed by the Federation, according to the following formula:

1. Two (2) representatives, Coastline Community College
2. Two (2) representatives, Orange Coast College
3. Two (2) representatives, Golden West College
4. One (1) representative, District Offices

All ~~CPCE~~ Federation appointed representatives will serve a one (1) year term, which will be renewed at the discretion of the ~~CPCE~~ Federation. The committee shall elect a chairperson each year.

#### **18.4 Procedures.**

A. Procedures to be adopted ~~by the Board of Trustees~~ shall govern the work of the committee unless a change is mutually agreed upon by the Federation and the District at the request of the committee.

B. The procedures shall provide for lower division credits to be taken ~~with~~ through the Colleges of the District unless the Professional Development Committee approves an exception due to special circumstances.

**18.5 Funding.** The District will fund the Professional Development Program for classified employees in the amount of bargaining unit members at fifty-five thousand dollars (\$55,000) per fiscal year. ~~Encumbered f-Funds~~ encumbered by the District shall be carried over to the next fiscal year.

**Coast Federation of Classified Employees/  
Coast Community College District Negotiations**

**Tentative Agreement**

**ARTICLE 20. EMPLOYEE AND DEPENDENT BENEFITS COVERAGE.**

**20.1 Premium Costs.**

**A. Employee Premium.** The employee will contribute ½ of 1% (0.5%) of the base annual salary established by the salary schedule in effect on July 1st of ~~that~~ the fiscal year, on a 10-month basis. The balance will be paid by the District. Employees will be provided an option to decline coverage and will be exempt from paying ½ of 1% provided they sign a document stating they have other coverage and understand they may only re-enroll during Open Enrollment or within thirty (30) days of losing the other coverage. In that event, the District coverage would become effective the first day of the month following the verified loss of the other coverage. When two District employees are married to each other, are enrolled in the same medical plan and have children enrolled in the same medical plan, the ½ of 1% premium contribution will be waived for the employee who is listed as a dependent; when there are no longer dependent children covered on the plan, the employee who is listed as a dependent spouse will revert to his/her own coverage and ID number and will not lose any rights and privileges as a benefits-eligible employee or retiree.

**B. Dependent Premium.** ~~The District to will contribute a portion 70% of dependent premium. Employees to pay remaining 30% with dependents will pay \$50 per month through by payroll deduction on a 10-month basis, up to a maximum of \$50.00 per month. Employee enrolled in HMO for dependent coverage is exempt from paying dependent premium.~~

**20.2 List of Benefits.**

Note: This Article does not thoroughly describe ~~your~~ the entire benefits package ~~for qualified classified employees.~~ Classified employees should refer to ~~your~~ their insurance booklet for detailed coverage information.

During the duration of this Agreement, the District shall make available ~~during the duration of this Agreement~~ a benefits program consisting of the following:

**A. Medical Coverage.**

**1. Self-funded Plan (PPO).**

This Self-funded plan includes, but is not limited to, the following:

Preferred Provider Hospital Plan  
Non-preferred Provider Hospital Plan  
Preferred Provider Physician Plan  
Out-patient Surgery  
Second Surgical Opinion  
Maternity Care Alternatives (Birthing Center)

Hospice Care Alternatives  
Prescription Medication Card  
Home Health Care Alternatives

**2. Self-funded Plan Deductible (PPO).** Annual plan deductible shall be two hundred dollars (\$200) per person per year; three hundred fifty dollars (\$350) per family per year effective October 1, 2002.

**3. Medical Plan Handbook.** A general description of all benefits shall be made available to all employees by the District. The master document will be on file in the Federation office as well as the District Benefits office.

**4. Health Maintenance Organization (HMO).** A Health Maintenance Organization (HMO) option will be available to eligible employees.

**B. Dental Insurance.**

1. Employee premium paid by District.
2. Dependent premium paid by District.
3. Deductible will be \$50 per person/per year, up to \$100 per family maximum.

**C. Optical Insurance.**

1. Employee premium paid by District.
2. Dependent premium paid by District.
3. Deductible will be \$5.00 per person

**D. Life Insurance.**

1. Employee premium paid by District.
2. Voluntary dependent life insurance coverage when available will be paid by the employee.

**E. Salary Continuation Due to Disability.**

**1. Short-Term Disability.** (This section coordinates with Article 17, Section 17.2.D.) Employees who have attained permanency and who are employed at fifty percent (50%) or more of a full-time assignment are eligible for short-term disability benefits at District expense. Employees will be compensated to a maximum of one hundred percent (100%) of salary, including shift differential and professional growth stipend in effect at time of disability.

**2. Long-Term Disability.** (This section coordinates with Article 17, Section 17.2.E.) Employees who have attained permanency and who are employed at fifty percent (50%) or more of a full-time assignment are eligible for long-term disability benefits at District expense. Long-term disability coverage provides a benefit to qualified disabled

employees of up to sixty percent (60%) of pre-disability earnings upon completion of a one hundred (100) working-day waiting period. Certain limitations will apply, such as a maximum benefit period of twenty-four (24) months applying to mental/nervous conditions and that income received from other sources may be deducted from the sixty percent (60%) benefit. Long-term disability claims are subject to approval by the insurance company that provides the benefit.

**F. Parking.** One (1) parking permit will be supplied free of charge by the District to each employee each semester.

**G. Health Promotion.** The District will make available to current employees programs in health promotion and preventive health services.

1. A joint District/Federation committee shall be established to make recommendations to the District on such programs.

2. This program is designed to minimize medical risks for the employees. Participation is voluntary and is intended to enhance, not duplicate, existing insurance benefits.

**H. Employee Assistance Programs.**

1. The District will make available to current employees programs to assist in such areas as chemical dependency and mental health.

2. Employees requiring treatment will be referred to agencies which that are independent of the District.

**20.3 Definition of Eligible Employees.**

**A.** Regular full-time and regular part-time employees will be eligible for benefits. Individuals employed at seventy-five percent (75%) or more of a full-time assignment are eligible for full coverage on the first of the month following the date of hire; however, coverage will be effective on the first day of employment if the employment date is the first of the month and it is a scheduled work day for that employee. Dependent coverage will be available in accordance with Section 20.1.B and 20.2.A-D of this Article.

**B.** The District will share equally the premium costs for individuals employed from fifty percent (50%) through seventy-four percent (74%). Dependent coverage will be available in accordance with Section 20.2.A-D of this Article.

**20.4 Continuance of Insurance Benefits.**

**A. Leaves of Absence, Paid and Unpaid.** Employees on paid leave are considered to be continuing employees and no interruption to the insurance benefit program shall be imposed upon such employees. Employees on an unpaid leave extending beyond ninety (90) days shall have the District paid insurance benefit program terminated at the beginning of the month following the ninetieth (90th) day of leave, except as otherwise required by law. An employee may continue insurance benefit coverage for the remainder of the leave by paying the full premium expense(s) per District procedure. Termination of employment for any reason shall

cease result in discontinuance of District-paid benefits on the last day of the month of employment with the District, unless covered under another section of this Agreement.

**B. Death of the Employee.** The District will, for twenty-four (24) months from the date of the employee's death, pay full premium medical, dental, and vision insurance in force for dependents of a bargaining unit employee member who dies.

**C. Retirement with 10 or More Years of Service.** (See Article 21.1.B)

**D. Retirement Benefit Age 70 or Over.** (See Article 21.1.C)

## **20.5 Federation Recommendations regarding Fringe Benefit Program.**

**A.** The District will, as appropriate, seek recommendations and input from the Federation regarding the fringe benefits program.

**B.** The District-wide Employee Benefits Advisory Committee ~~shall be~~ has been established with the primary objective of making recommendations to the District for maximizing benefits while containing costs. The Committee will meet monthly at least quarterly and will report its activities and recommendations twice each year to the Vice Chancellor ~~for~~ of Human Resources.

**C.** The Federation will be asked to provide a representative to the District-wide Employee Benefits Advisory Committee. The Committee will consist of one (1) representatives from classified, faculty, management, and confidential employees, and each employee bargaining unit, one (1) person representing Confidential employees, one (1) person representing Supervisory/ Management employees; and one (1) person representing Management employees. The Committee shall include a proportionate number of classified employees to other Committee representatives, meaning that no constituent group shall have a greater number of representatives than classified employees. The committee will be convened by the Vice Chancellor ~~for~~ of Human Resources and will have as ex officio members the District's Insurance Advisor(s) and the Vice Chancellor ~~for~~ of Finance and Administrative Services.

**D.** The Federation and the District agree that the self-insured employee benefits coverage will continue to be evaluated for the purpose of maintaining or reducing the District's out-of-pocket expenses.

~~**E.** The District agrees to maintain the Child Care Committee.~~

## **20.6 Referral to Employee Assistance Program.**

**A. Preamble.** The District and the Federation jointly recognize alcoholism, drug abuse, and emotional problems as illnesses which that are treatable. It is also recognized that it is in the best interests of the employees, the District, and the Federation that these illnesses be treated and controlled under the existing collective bargaining relationship. Our sole objective is to help, not harm. This program is designed for early intervention and rehabilitation, and not for employee discipline.

**B. Protocol.** The rights and benefits of this program shall be coordinated with other benefits provided for in this Article.

**Coast Federation of Classified Employees/  
Coast Community College District Negotiations**

**Tentative Agreement**

**ARTICLE 21. RETIREMENT.**

**21.1 Continuation of Insurance upon Retirement. ~~(changes effective July 1, 2007)~~**

**A. Retirement with Fewer than Ten (10) Years of Service.** Employees who are fifty (50) years old and retire under PERS with less than ten (10) years, but have five (5) or more years of service to the District, may elect to continue their medical, dental, life, and optical insurance, including dependents, at their expense.

**B. Retirement with Ten (10) or More Years of Service.** Employees who are fifty-five (55) years old and retire under PERS with ten (10) or more years of service to the District shall retain medical, dental, life, and optical insurance, including coverage for their dependents, until the retiree reaches the age of seventy (70). The District and the retiree will contribute towards these costs in the same amount as specified in the Federation bargaining agreement in effect at the time of retirement, if the retiree had remained in active status. However, changes in plan design (such as co-pays, and plan options) will be the same for retirees as active employees. The retiree must submit payment to the District one (1) month in advance. ~~an amount equal to that which is being paid by active employees.~~

**C. Retirement Benefit Age 70 or Over.** Employees (75% to 100% assignment) who retire after the conclusion of the 2001-2002 academic year and have ten (10) or more years of service to the District, shall receive an annual credit of up to \$4000 to be applied only to the District Medicare Supplemental Plan at the age of 70. The credit shall not apply to any HMO, Dental, Vision Care premium, or life insurance premium. The annual credit applies only to the retiree. If the retiree has a spouse or registered domestic partner at the time of death, the annual credit shall be transferred to the spouse or registered domestic partner and shall continue until the spouse's or registered domestic partner's death.

**21.2 Additional Recognition for Meritorious Service.** ~~Classified staff members~~ employees who retire with at least ten (10) years of service to the District, in recognition of their meritorious service, shall be granted the following:

- A.** Certificate for years of meritorious service to be presented by the Board of Trustees.
- B.** Lifetime library pass from the College library of their choice.
- C.** Lifetime staff pass.
- D.** One (1) parking permit annually without charge.

**21.3 Pre-retirement Reduced Work Load Option.**



**A. Pre-retirement Reduced Schedule.** The District offers a pre-retirement program, which will allow partial employment for full-time employees approaching retirement. The program will give these ~~staff members~~ employees an opportunity to experiment with retirement through a reduced work load.

1. The employees must have been employed by the District as a regular staff member for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment, as defined by the retirement system of which the employee is a member.
2. The employee shall have reached age fifty-five (55) years by the effective date of the reduced schedule and shall not exceed the age of seventy (70) years in the school year in which the work reduction begins.
3. The employee must agree to retire and terminate services with the District at the conclusion of the employee's pre-retirement program, which shall not exceed five (5) years, except by mutual agreement per Section 21.3.A.8 of this article.
4. The employee must make application for participation in this program to the Vice Chancellor ~~for~~ of Human Resources. A copy of application must also be sent to the President of the ~~CFCE~~ Federation at least ~~sixty~~ (60) calendar days prior to the first day on which the work reduction is to be effective. The District will notify the Federation of such applications. The District may honor a late request due to unusual or emergency circumstances.
5. A pre-retirement program for any eligible employee will require a reduction in the employee's normal assignment. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the last year of service in a full-time position. The details of such an assignment must be ~~worked out~~ consistent with the needs of the department.
6. Except for the reduction in salary corresponding to the reduced workload, the District will provide an employee on this program with the same benefits provided full-time employees. The District and the employee on the program shall agree to make contributions to the retirement system, of which the employee is a member, equal to the amount that would have been contributed if the employee had remained in full-time employment. The employee on the program shall authorize the District, in writing, to deduct from the employee's pay such amounts as are necessary to pay the employee's one-hundred percent (100%) retirement contribution. Sick leave and vacation, where applicable, are earned on a pro-rata basis.
7. An employee participating in the program is not eligible for professional leave.
8. An employee who elects to participate in the pre-retirement program shall enter into an agreement, five (5) year maximum, with the District respecting the terms and conditions of the employee's program. The employee must retire at the conclusion of the agreement. Such agreement shall be consistent with the provisions of this Article. The agreement can be revoked or amended only with the mutual consent of the parties.

**Coast Federation of Classified Employees/  
Coast Community College District Negotiations**

**Tentative Agreement**

**Article 25: Bullying and Mobbing.**

**25.1** The District agrees that bullying or mobbing shall not be tolerated, and the District shall take all appropriate and reasonable measures to address instances where bullying and mobbing have occurred in the workplace.

**25.2** **Definitions.**

**A. Bullying.** Bullying is a form of psychological harassment or violence through the use of targeted, malicious intent, which can occur between a manager, a faculty member, and/or a co-worker.

**B. Mobbing.** Mobbing occurs when a supervisor or co-workers gathers others to willingly, or unwillingly, participate in continuous malevolent actions toward a target.

**25.3** The Federation and the District agree to make modifications to this Article in conformity with the future adoption of a Board Policy.

## **Resolution #11-44**

### **A Resolution of the Board of Trustees of the Coast Community College District in Support of Senate Constitutional Amendment (SCA) 5**

WHEREAS, Senate Constitutional Amendment 5 (Simitian), which reduces the two-thirds vote requirement on parcel taxes, will be acted on by the California State Legislature; and

WHEREAS, reductions in the state General Fund revenue have led to reduced school funding; and

WHEREAS, state General Fund revenue is unstable and erratic, which results in unpredictable funding levels for school districts and county offices of education; and

WHEREAS, parcel tax revenue can provide a stable, predictable source of school revenue; and

WHEREAS, passage of SCA 5 will empower local voters to invest in their schools based on the needs of their communities by requiring a tough, but fair 55 percent vote to pass local parcel taxes, while protecting taxpayers and homeowners with accountability provisions that will ensure that funds generated from parcel taxes are not wasted or mismanaged; and

WHEREAS, revenue from parcel taxes can be spent according to local priorities and are not subject to state control; and

WHEREAS, the two-thirds vote requirements results in minority rule by requiring two "yes" votes to cancel out one no vote; and

WHEREAS, passage of SCA 5 will allow local voters to decide to make investments in their neighborhood schools in addition to state funding; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Coast Community College District strongly urges the California State Legislature to support and adopt SCA 5.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on November 16, 2011 this Resolution was adopted by the Board by a vote of \_\_\_\_\_.

Aye:

No:

Abstain:

---

**Christian Teeter, Ed.D., Board Secretary, Board of Trustees**

