
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, December 14, 2011
4:00 p.m. Closed Session, 6:30 Regular Meeting
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

1.00 Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session-Items on Agenda)

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

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

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

1.04 Recess to Closed Session

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

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

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

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
Interim Vice President of Instruction

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
7. Classified Staff
WIA Support Clerk
Staff Aide
Food Service Worker III
Accounting Technician
8. Reclassification and Reorganization/Reassignment
Staff Assistant
Athletic Facilitator
Clerk
9. Classified Temporary Assignments
Special Assignment
Staff Assistant, Sr
Instructional Information Tech
Information Systems Tech II
Systems/Network Analyst II
Staff Assistant
Coordinator of Community Services
Director of IT Dept @ CCC/GWC
Application Project Coordinator
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

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

Coordinator
Dean
Associate Dean/Director
Vice President
Dean Military, Corporate & Community Programs
Director
Admin Director

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

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

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
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

1.04.07 Public Employee Performance Evaluation

(Pursuant to Government Code Section 54957)

Position: Chancellor

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

1.06 Pledge of Allegiance - Trustee Lorraine Prinsky

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 Approval of Agreement Between the Orange Coast Foundation (Foundation) and the Coast Community College District (CCCD)**
- 1.10 Approval of Agreement Between the Golden West College Foundation (Foundation) and the Coast Community College District (CCCD)**
- 1.11 Public Hearing to Offer Public Comment on Good Standing Status of the District Foundation, the Coastline Community College Foundation, the Golden West College Foundation and the Enterprise Corporation**
- 1.12 Designation of the District Foundation, the Coastline Community College Foundation, the Golden West College Foundation, the Orange Coast College Foundation and the Enterprise Corporation as Auxiliary Organizations in Good Standing with the Coast Community College District**
- 1.13 Organization of the Board**
 - 1.13.01 Board Officers Election**
 - a. Election of Board President**
 - b. Election of Board Vice President**
 - c. Election of Board Clerk**
 - 1.13.02 Appointments to Board Committees, County Department of Education Groups and Other Assignments**
 - a. Appointment to the Board of Trustees' Career Technical Education Committee**
 - b. Appointment to the Board of Trustees' Land Development Committee**
 - c. Appointment to the Board of Trustees' Personnel Committee**
 - d. Board of Trustees' Legislative Affairs Committee**
 - e. Board of Trustees' Audit and Budget Committee**
 - f. Board of Trustees' Accreditation Committee**
 - g. Appointments of Trustee Representatives to Serve As Liaisons to District Auxiliary Organizations**
 - h. Appointment of Trustee to Serve on the Nominating Committee for Orange County on School District Organization**
 - i. Appointment of Trustee to Serve on the Orange County School Board's Political Action Group Effort (PAGE)**
- 1.14 Consideration of Annual Pay Raise for the Board of Trustees**
- 1.15 Presentations, Ceremonial Resolutions and Public Hearings**
 - 1.15.01 Acceptance of Retirements**
- 2.00 Matters for Review, Discussion and/or Action**
 - 2.01 Board Meeting Dates**
 - 2.02 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)**

- 2.03 The Board Directives Log**
- 2.04 Discussion of CTE Grant Application**
- 2.05 Acceptance of the Coast Community College District Auditor's Report, Fiscal Year 2010/2011**
- 2.06 First Reading of Recommended Policy - Coast Community College District Non-Discrimination Statement**
- 2.07 Policy Amendments to Hiring Policies to Incorporate the Recommended Revision to the Non-Discrimination Statement**

CONSENT CALENDAR

- 3.00 Travel**
 - 3.01 DIS - Authorization for Administratively Approved Travel**
 - 3.02 DIS - Authorization for Attendance at Meetings and/or Conferences**
- 4.00 Curriculum Approval**
 - 4.01 DIS - Curriculum Approval**
- 5.00 Authorization for Student Trips**
 - 5.01 GWC - Student Trips**
 - 5.02 OCC - Student Trips**
- 6.00 Authorization for Special Projects**
 - 6.01 CCC - Special Projects**
 - 6.02 DIS - Special Projects**
 - 6.03 GWC - Special Projects**
- 7.00 Authorization for Disposal of Surplus**
 - 7.01 Disposal of Surplus**
- 8.00 Authorization to Enter Into Standard Telecourse Agreements**
 - 8.01 CCC - Authorization to Enter Into Standard Telecourse Agreements**
- 9.00 Approval of Clinical Contracts**
 - 9.01 OCC - Clinical Contracts**
- 10.00 Approval of Standard Agreements**

- 10.01 CCC - Standard Agreements**
- 10.02 GWC - Standard Agreements**
- 10.03 OCC - Standard Agreements**
- 11.00 Authorization for Purchase of Institutional Memberships**
 - 11.01 DIS - Institutional Memberships**
 - 11.02 CCC - Institutional Memberships**
 - 11.03 GWC - Institutional Memberships**
 - 11.04 OCC - Institutional Memberships**
- 12.00 Authorization for Off-Campus Assignments**
 - 12.01 OCC - Off-Campus Assignments**
- 13.00 Authorization for Community Activities**
 - 13.01 GWC - Community Activities**
 - 13.02 OCC - Community Activities**
- 14.00 Authorization for Sailing Program**
 - 14.01 OCC - Sailing Program**
- 15.00 Personnel Items**
 - 15.01 DIS - Personnel Items**
 - a. Authorization for Leaves of Absence**
 - b. Authorization for Schedule Changes, Classified Staff**
 - c. Authorization for Professional Experts**
 - d. Authorization for Monthly Travel Allowances**
- 16.00 Authorization for Independent Contractors**
 - 16.01 CCC - Independent Contractors**
 - 16.02 GWC - Independent Contractors**
 - 16.03 OCC - Independent Contractors**
 - 16.04 DIS - Independent Contractors**
- 17.00 Authorization for Professional Development Program**
 - 17.01 DIS - Authorization for Professional Development**

18.00 Approval of Purchase Orders

18.01 DIS - Purchase Orders

19.00 Ratification/ Approval of Checks

19.01 DIS - Ratification/Approval of Checks

20.00 Check List for General Obligation Bond Fund

20.01 DIS - Check List for General Obligation Fund

21.00 Authorization for Special Payments

21.01 OCC - Special Payments

DISCUSSION CALENDAR

22.00 Approval of Agreements

22.01 GWC - Approve Non-Standard Agreement between Research and Planning Group for California Community Colleges and the Coast Community College District for CTE Employment Outcomes Survey MOU

22.02 DIS - Approve Non-Standard Three Year Property/Liability Claims Administration Service Agreement between the Coast Community College District and Keenan and Associates

22.03 DIS - Approve Agreement between HighMark Administration and Consulting and the Coast Community College District for Management Vacation Payout Services

22.04 OCC - Approve Non-Standard Agreement between Mesa Consolidated Water District and Coast Community College District to Enter into a License Agreement to Install a Water Vending Machine on the Orange Coast Campus

22.05 OCC - Approve Authorization to Enter into a Non-Standard Agreement between the Coast Community College District and the Community College Library Consortium for the Purchase of the Academic Premier Database Package Through EBSCOHOST

22.06 DIS - Approve Authorization to Enter Into a Non-Standard Agreement between the Coast Community College District and the Community College Library Consortium for Journal Storage

22.07 OCC - Approve Authorization to Enter into a Non-Standard Agreement between the Coast Community College District and the Community College Library Consortium

22.08 OCC - Approve Non-Standard Agreement between the Comevo LLC and the Coast Community College District to Provide Hosting of the Financial Aid Online Orientation Services to the Financial Aid Office

- 22.09 OCC - Approve a Non-Standard Agreement between Orange Coast College and American Program Bureau, Inc. for the Purpose of Speaking on Campus as Part of the Distinguished Speaker Program**
- 22.10 DIS - Approve Educational Administrator Agreements**
- 22.11 CCC - Approve Agreement between City of Costa Mesa Neighborhood Community Center and the Coast Community College District for Function Space for the April 26, 2012 Scholarship Awards Ceremony**
- 22.12 OCC - Approve Non-Standard Agreement between Orange County Superintendent of Schools/Schools Program and Coast Community College District (Orange Coast College/Golden West College) to Renew the Use of the Facilities Agreement**
- 22.13 CCC - Approve the Seaport 3.0 Learning Course Management System Master Hosting and License Agreement between Fremont College and the Coast Community College District**
- 22.14 CCC - Approve a Supplemental Service Level Agreement to the Seaport 3.0 Learning Course Management System Master Hosting and Licensing Agreement between Fremont College and the Coast Community College District**
- 22.15 CCC - Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North**
- 22.16 CCC - Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - South**
- 22.17 GWC - Approve Amendment to Non-Standard Agreement between Apple Inc. and the Coast Community College District for Completion of Work**
- 22.18 DIS - Approval of Appointment of Interim Vice President of Instruction, Orange Coast College, and Approval of Interim Educational Administrator Agreement**

23.00 Buildings and Grounds Approvals

- 23.01 DIS - Approve Standard Architectural Services Agreement with Bundy-Finkel Architects; Orange Coast College Swap Meet/Special Events Restroom Building**
- 23.02 DIS - Approve Standard Professional Services Agreement with Dougherty & Dougherty Architects; Orange Coast College Recycling Center Feasibility Study**

24.00 General Items of Business

- 24.01 DIS - Appointments of Trustee Lorraine Prinsky as Trustee Representative and Mr. Jamison Power as Community Representative to the Vice Chancellor of Educational Services and Technology Search Committee**

- 24.02 GWC - Approve Golden West College's Articulation and Transfer Center Plan for 2011-12**
- 24.03 OCC - Harry and Grace Steele's Children's Center Approval to Increase the Tuition Rates for Full Cost Families**
- 24.04 DIS - Bid Tabulations and Award of Contract: Orange Coast College Film/Video Department Upgrade to High Definition: Bid 1998**
- 24.05 DIS - Authorization to Retain Special Counsel for County Property Tax Dispute**
- 24.06 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreement for Contractor Services**
- 24.07 DIS - Authorization of Underwriting Team for Feasibility Study of 2012 General Obligation Bond Measure**
- 24.08 DIS - Authorization of Public Opinion Research/Polling Firm for Feasibility Study of 2012 General Obligation Bond Measure**
- 24.09 DIS - Approve Addendum to Non-Standard Agreement with Blackboard Inc. for the Utilization of the Blackboard's Connect-Ed Emergency Notification Software**
- 24.10 DIS - Authorization for Immediate Use of Revised Non-Discrimination Statement**
- 25.00 Approval of Minutes**
 - 25.01 DIS - Approval of Minutes**
- 26.00 Close of Meeting**
 - 26.01 Public Comment (Items not on Agenda)**
 - 26.02 Adjournment**

PRELIMINARY MATTERS **(White Pages)**

**Wednesday, December 14, 2011
Regular Meeting**

1. Preliminary Matters

Subject **1.01 - 1.15 Preliminary Matters**
Meeting **Dec 14, 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 Lorraine Prinsky

1.07 Report of Action in Closed Session (If any)

1.08 Public Comment (Open Session - Items on Agenda)

1.09 Approval of Agreement Between the Orange Coast College Foundation (Foundation) and the Coast Community College District (CCCD) (See Attachment #1)

1.10 Approval of Agreement Between the Golden West College Foundation (Foundation) and the Coast Community College District (CCCD) (See Attachment #2)

1.11 Public Hearing to Offer Public Comment on Good Standing Status of the District Foundation, the Coastline Community College Foundation, the Golden West College Foundation, the Orange Coast College Foundation and the Enterprise Corporation

1.12 Designation of the District Foundation, the Coastline Community College Foundation, the Golden West College Foundation, the Orange Coast College Foundation and the Enterprise Corporation as Auxiliary Organizations in Good Standing with the Coast Community College District

The Secretary of the Board of Trustees is directed to maintain on file a list of auxiliary organizations in good standing with the Coast Community College District.

1.13 Organization of the Board

According to *Education Code* Section 72000, the governing board of each community college district must hold an annual organizational meeting for 2011 between December 2 through December 16, 2011.

1.13.01 Board Officers Election

To comply with Board Policy 2104 Election of Officers, the offices of the President, Vice President and Board Clerk shall be elected by motion adopted by the Board of Trustees as the first order of business for the annual Organizational Meeting. The Secretary of the Board shall conduct the election of the President. Thereafter, the President shall conduct the election of all other officers.

- a) Election of Board President
- b) Election of Board Vice President
- c) Election of Board Clerk

1.13.02 Appointments to Board Committees, County Department of Education Groups and Other Assignments

The following committees require new appointments due to the expiration of a committee member's term in December 2011:

a) Appointment to the Board of Trustees' Career Technical Education Committee

Members: Trustee Jim Moreno, Term Expires 2011
Trustee David Grant, Term Expires December 2012

In compliance with Board Policy 2224, Board of Trustees' Career Technical Education Committee, it is recommended that the Board of Trustees re-appoint Trustee Jim Moreno to this Committee with a term beginning December 2011 and ending December 2013.

b) Appointment to the Board of Trustees' Land Development Committee

Members: Trustee Jerry Patterson, Term Expires December 2011
Trustee David Grant, Term Expires December 2012

In compliance with Board Policy 2222, Board of Trustees' Land Development Committee, it is recommended that the Board of Trustees re-appoint Trustee Jerry Patterson to the Committee with a term beginning December 2011 and ending December 2013.

c) Appointment to the Board of Trustees' Personnel Committee

Members: Trustee Lorraine Prinsky, Term Expires December 2011
Trustee Jerry Patterson, Term Expires December 2012

In compliance with Board Policy 2225, Board of Trustees' Personnel Committee, it is recommended that the Board of Trustees re-appoint Trustee Lorraine Prinsky to the Committee with a term beginning December 2011 and ending December 2013.

The following committees require no appointments for Calendar Year 2012:

d) Board of Trustees' Legislative Affairs Committee

Members: Trustee Jerry Patterson, Term Expires December 2012
Trustee Lorraine Prinsky, Term Expires December 2013

e) Board of Trustees' Audit and Budget Committee

Members: Trustee Jim Moreno, Term Expires December 2013
Trustee Mary Hornbuckle, Term Expires December 2012

f) Board of Trustees' Accreditation Committee

Members: Trustee Mary Hornbuckle, Term Expires December 2013
Trustee Lorraine Prinsky, Term Expires December 2012

g) Appointments of Trustee Representatives to Serve as Liaisons to District Auxiliary Organizations

In compliance with Board Policy 3600, Auxiliary Organizations, it is recommended that the Board appoint a member to serve as a liaison to each of the following Auxiliary Organizations for Calendar Year 2012. It is recommended that the Board maintain the current liaison structure and re-appoint the following existing trustee liaisons:

Coast Community College District Foundation:	Trustee Jim Moreno served in 2011
Orange Coast College Foundation:	Trustee Lorraine Prinsky served in 2011
Golden West College Foundation:	Trustee David Grant served in 2011
Coastline Community College Foundation:	Trustee Mary Hornbuckle served in 2011
Coast Community College Enterprise Corp.:	Trustee Jerry Patterson served in 2011

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

h) Appointment of Trustee to Serve on the Nominating Committee for Orange County on School District Organization

Trustee Lorraine Prinsky served on this Committee in 2011

i) Appointment of Trustee to Serve on the Orange County School Board's Political Action Group Effort (PAGE)

Trustee Mary Hornbuckle served on this Committee in 2011

1.14 Consideration of Annual Pay Raise for the Board of Trustees

Due to national and state economic weakness and continued budget reductions to California community colleges, it is recommended by Trustee Patterson that the Board not receive an annual pay increase for 2012. The last pay increase approved by the Board occurred in December 2007.

1.15 Presentation, Ceremonial Resolutions and Public Hearings

1.15.01 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:

Classified

Arbizo, Lydia, OCC, Outreach Program Specialist, retirement effective 12/31/11.
Crabtree, Anne, DIS, Receptionist/Clerk Sr., retirement effective 12/31/11.
Macy, Shirley, OCC, Staff Assistant Confidential, retirement effective 12/31/11.
Roda, Mary, OCC, Publications Coordinator, retirement effective 12/31/11.

Rodriguez, Reginald J., Shipping and Receiving Clerk, retirement effective 12/30/11.

Classified Management

Comer, Louise B., GWC, Director of Fiscal Services, retirement effective 12/31/11.

Faculty

Yeh, Ning, CCC, Instructor, retirement effective 12/31/11.

File Attachments

[OCC Foundation.pdf \(110 KB\)](#)

[GWC Foundation.pdf \(872 KB\)](#)

Classified Management

Louise Comer

Whereas, Louise Comer, Director of Fiscal Services, is retiring from Golden West College effective December 31, 2011; and

Whereas, Louise Comer joined Golden West College in January of 1997 as an Account Technician, and was reassigned to Accounting Coordinator in October of 2000; and

Whereas, her hard work and dedication paid off and Louise Comer was promoted to Director of Fiscal Services in November of 2004; and

Whereas, in retirement, Louise Comer plans to travel to Hawaii, the South Pacific and around the U.S. She aspires to take up golfing, something she has always wanted to do. After some relaxation, Louise Comer would like to pursue teaching others how to use accounting software. Most of all, she looks forward to spending time with family, friends and her wonderful dog, Spartacus; and

Whereas, Louise Comer is to be commended for her outstanding service to our college community over the past fourteen years. Her colleagues feel they could not have had a more competent, caring and talented employee and her retirement will be a tremendous loss for the college. Louise Comer will be greatly missed.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Louise Comer for her years of service to 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 Louise Comer on this day, the fourteenth day in December in the year 2011.

Classified

Lydia Arbizo

Whereas, Lydia Arbizo, Outreach Program Specialist, is retiring from Orange Coast College effective December 31, 2011; and

Whereas, Lydia Arbizo joined Orange Coast College in 2000 as an Outreach Program Specialist for the Extended Opportunity Program & Services (EOPS) Office; and

Whereas, she has instilled the dream of attending college to hundreds of at-risk and special-needs students through her work with women's shelters, detention centers, foster youth facilities and remedial programs. She also helped generate regional support for Girls Inc., a non-profit agency designed to empower girls to become "strong, smart and bold". The group honored Lydia for her extensive contributions at this year's statewide conference; and

Whereas, in 2011 Lydia Arbizo joined the Communications and Marketing department, splitting her duties between EOPS outreach and general campus recruitment. In addition to maintaining

the calendar of outreach events, responding to student inquiries, and providing information about Orange Coast College to students and parents, she conducted weekly campus tours; and

Whereas, prior to joining Orange Coast College, Lydia Arbizo worked as a program coordinator for the Morongo Indian Head Start program. The first in her family to graduate from high school, Lydia Arbizo earned an associate's degree from Mt. San Jacinto College and a bachelor's degree from Cal State Long Beach; and

Whereas, Lydia Arbizo has three children, Ellie, Samuel and Anthony, and a six month old grandson, Zyler. An accomplished artist, painter and sculptor, Lydia Arbizo plans to travel around the world, starting with a trip to Machu Picchu in the spring.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Lydia Arbizo on this day, the fourteenth day in December in the year 2011.

Anne Crabtree

Whereas, Anne Crabtree, Receptionist/Clerk, Sr., is retiring from the Coast Community College District effective December 31, 2011; and

Whereas, Anne Crabtree has consistently provided exceptional customer service and professional support on behalf of our District since 1990. In recognition of the value and contributions she has made to the District over the years, Anne Crabtree was nominated for District Employee of the Year in 2010. In their nomination letters, her colleagues and team members expressed their gratitude, respect and appreciation for her unwavering commitment and service to our students, staff, faculty, administrators and community; and

Whereas, throughout her tenure, Anne Crabtree has consistently demonstrated an exceptional work ethic in her pursuit of opportunities to support the District mission. Specifically, some of her more notable achievements include the successful completion of the Coast Community College District Customer Relations Ambassador Program, the Office Safety and Security training and enforcement program, and her participation on the Crisis Resolution Committee and Disaster Preparedness Academy; and

Whereas, Anne Crabtree has received numerous accolades and letters of gratitude from District applicants welcomed by her friendly smile and calming demeanor. Anne Crabtree will be enjoying this new chapter in her life with her husband, Charles, their three daughters and her grandchildren. The future forecast predicts several winning trips to Las Vegas and lots of fun with her family; and

Whereas, Anne Crabtree will be greatly missed by her District team; her sense of humor and compassion have carried them through multiple challenges, struggles and rewards, and she is wished all the best.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Anne Crabtree on this day, the fourteenth day in December in the year 2011.

Shirley Macy

Whereas, Shirley Macy, Staff Assistant Confidential, is retiring from Orange Coast College effective December 31, 2011; and

Whereas, Shirley Macy began her career at Orange Coast College in 1976 as an hourly registration clerk. That same year she joined the Coast Community College District as one of the first employees hired to staff Coastline College's Student Services, where she worked as a clerk for John Buller and John Breihan, when he was Coastline's Vice President of Student Services; and

Whereas, in 1980 Shirley Macy accepted a position at Orange Coast College as a graduation clerk, and in 1999 she transferred to the Physical Education and Athletics Division where she worked as a division office coordinator; and

Whereas, in 2005 Shirley Macy became staff assistant to Vice President of Instruction, Melinda Nish, and in 2008 transferred to her present assignment as staff assistant to the Vice President of Student Services, Kristin Clark. Her 35 years as a District employee have run full circle – once again she is working for her first supervisor, John Breihan, who is serving temporarily as Orange Coast College's Acting Vice President of Student Services.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Shirley Macy on this day, the fourteenth day in December in the year 2011.

Mary Roda

Whereas, Mary Roda, Publications Coordinator, is retiring from Orange Coast College effective December 31, 2011; and

Whereas, Mary Roda joined Orange Coast College's Public Information department in 1976, where she wrote news features and edited copy for brochures; and

Whereas, in 1979, Mary Roda transitioned to the college's Community Education program, writing and designing catalogs, planning marketing activities and issuing press releases. In 1982, Mary Roda moved into her current position as publications coordinator with the Public Information Office. She writes press releases and student profiles, coordinates advertising, creates web content, and produces the college's weekly employee newsletter, *Coast to Coast*, and

Whereas, prior to joining Orange Coast College, Mary Roda worked as a newspaper reporter for the Chula Vista Star-News, Virginia Beach Sun and Saddleback Valley News; and

Whereas, Mary Roda takes advantage of the District's alternative transportation incentive by riding her bike to work. Since 2003 she has logged more than 22,000 miles; and

Whereas, Mary Roda is a graduate of Penn State University, and is married to her college sweetheart, Rich, a human resources executive. They live in Irvine and have three grown children – Kelly, Katie and Dan – and three grandchildren.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Mary Roda on this day, the fourteenth day in December in the year 2011.

Reginald Rodriguez

Whereas, Reginald (Regi) Rodriguez, Shipping and Receiving Clerk, is retiring from Golden West College effective the December 30, 2011; and

Whereas, Reginald Rodriguez began his career with the Coast Community College District in October 1992 as a Bookstore Shipping and Record Clerk at Orange Coast College; and

Whereas, in August 1999, Reginald Rodriguez transferred to Golden West College and worked as the Bookstore Shipping and Receiving Clerk. He transferred again to the Golden West College Maintenance and Operations Department where he has worked as a Shipping and Receiving Clerk since March 2007; and

Whereas, the staff at Golden West College Maintenance and Operations wish Regi well in his retirement.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Reginald Rodriguez on this day, the fourteenth day of December in the year 2011.

Faculty

Ning Yeh

Whereas, Ning Yeh, Instructor, is retiring from Coastline Community College Visual Arts Department after thirty years effective December 31, 2011; and

Whereas, Ning Yeh is one of the original founding faculty members of the college and designed the Chinese Brush Painting program that has been a part of the visual arts at Coastline since its inception; and

Whereas, considered a master of his art form, Ning Yeh will be missed by his many colleagues and loyal students. Among Ning Yeh's many achievements is his cable television Chinese Brush Painting Series which won a television Emmy Award for Excellence in 1989;

Whereas, Ning Yeh will be back next semester as a part-time instructor teaching the popular *Survey of Chinese Brush Painting* class.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Ning Yeh on this day, the fourteenth day of December in the year 2011.

GENERAL INFORMATION AND REPORTS (White Pages)

2. Matters for Review, Discussion and/or Action

Subject	2.01 - 2.07 Matters for Review, Discussion and/or Action
Meeting	Dec 14, 2011 - Regular Meeting
Category	2. Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

2.01 Board Meeting Dates

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

2.02 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)

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

2.03 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.

2.04 Discussion of CTE Grant Application

Opportunity for the Board to discuss the CTE Grant Application submitted to the Association of Community College Trustees. (See Attachment #3)

2.05 Acceptance of the Coast Community College District Auditor's Report, Fiscal Year 2010/2011

An Audit Report of District operations for fiscal year 2010/2011 has been completed and is submitted for acceptance by the Board. The District Administrative Services staff, Campus Business Staff, and Internal Audit Services have reviewed the audit and prepared the following summary:

The audit report includes two findings regarding reimbursement and calculation of Financial Aid. The District Fiscal Affairs Office, Campus Business Offices, and Internal Audit Services have developed an action plan to respond to the recommendations suggested by the External Auditors. Such corrective measures are underway at Orange Coast College and Coastline College.

The Audit Report concludes that the "...financial statements listed in the aforementioned table of contents present fairly, in all material respects, the financial position of the Coast Community College District as of June 30, 2011, and the results of its operations, changes in net assets and cash flows for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America."

It is recommended by the Audit and Budget Committee that the External Audit Report be accepted. A summary memo from the Audit and Budget Committee and all related audit documents are attached. (See Attachment #4)

2.06 First Reading of Recommended Policy - Coast Community College District Non-Discrimination Statement

After review of District materials, such as the student catalog and Board Policies that include a non-discrimination statement, it was recommended by the District's General Counsel that the existing non-discrimination statement be revised to be more reflective of current law, to clarify the District's intent relative to unlawful discrimination, and to include protected characteristics that have been recently legislatively approved and will be in effect in 2012. In consultation with executive staff, it was further advised that all Policies and publications that contain a non-discrimination statement be consistent. To ensure consistency District-wide, General Counsel further recommends that the non-discrimination statement be presented as a Board Policy for First Reading and subsequent adoption.

The current non-discrimination statement is as follows:

The Coast Community College District prohibits discrimination based on race, color, sex, gender identity, religion, age, national origin, ancestry, sexual orientation, marital status, physical or mental disability, and/or veteran status.

The proposed non-discrimination statement is as follows:

The Coast Community College District does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, military or veteran status, or genetic information.

General Counsel's recommended modification to the non-discrimination statement was initially discussed in Chancellor's Cabinet and subsequently in the Board's Personnel Committee meeting October 24, 2011. Based on those discussions, additional changes were made to the original recommendation. General Counsel reviewed the additional modifications and indicated there are no remaining legal concerns. It is, therefore, recommended by the Chancellor that the Board review, for First Reading, the proposed Non-discrimination Statement, as follows, and provide direction to staff. With the concurrence of the Board, this recommended Policy will be presented on the Agenda for the January 18, 2012 Regular Meeting of the Board for Second Reading and adoption.

Coast Community College District

BOARD POLICY

Chapter 1

The District

BP XXXX Non-Discrimination Statement

Legal References:

Education Code Sections 200, 210.2, 220, 66260.6, 66260.7, 66270
Government Code Sections 11135 et seq; 12920, 12926, 12940
Military & Veterans Code Sections 389, 395
Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.; 29 C.F.R. Part 1691)
Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-1 et seq.; 34 C.F.R. Part 100; 29 C.F.R. Part 1691)
Title VII of the Civil Rights Act of 1974 (42 U.S.C. §§ 2000e et seq.)
Genetic Information Nondiscrimination Act of 2008 (42 U.S.C. §§ 2000ff et seq.; 29 C.F.R. Part 1635)
Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794; §§ 34 C.F.R. Part 104)
Americans with Disabilities Act (42 U.S.C. §§ 12101 et seq and 12132 et seq.; 29 C.F.R. Part 1630)
Age Discrimination in Employment Act (42 U.S.C. §§ 6101 et. seq.; 29 C.F.R. Part 1625)
Uniformed Services Employment and Reemployment Act (38 U.S.C. §§ 4303, 4311; 20 C.F.R. Part 1002, Subpart B)
California Code of Regulations:
Title 2 Sections 7286 et seq.
Title 5 Sections 53000 et seq.; Sections 59300 et seq.

The Coast Community College District does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, military or veteran status, or genetic information.

The foregoing statement is to be incorporated into applicable District and College publications.

Adopted:

2.07 Policy Amendments to Hiring Policies to Incorporate the Recommended Revision to the Non-Discrimination Statement

The proposed change in the District's non-discrimination statement impacts several Board Policies that require modification to ensure that District publications and Board Policies are consistent. Based on a review of Human Resources Hiring Policies, it is the Chancellor's recommendation that the Board approve, for First

Reading, the recommended changes to Board Policies listed below, in order to incorporate the revised non-discrimination statement.

- BP 3420 - Equal Employment Opportunity (EEO) Policy
- BP 7121 - Employee Recruitment & Selection Policy
- BP 7838 - Faculty Hiring Policy
- BP 7856 - Classified Staff Hiring Policy
- BP 7859 - Confidential Staff Hiring Policy
- BP 7888 - Management Hiring Policy

The Policies with recommended modifications are attached to each Trustee's Agenda. New language is indicated in underlined text and recommendations for deleted language are shown with strikethroughs. (See Attachment #5)

File Attachments

[12-14-11Meeting.pdf \(68 KB\)](#)

[2010-11 External Audit Report Summary Memo.pdf \(34 KB\)](#)

[Coast CCD CTE Training Proposal.pdf \(212 KB\)](#)

[Audit Documents.pdf \(3,945 KB\)](#)

1. The first part of the report is a general introduction to the subject of the study. It discusses the importance of the study and the objectives of the research.

2. The second part of the report is a detailed description of the methodology used in the study. It includes information about the sample size, the data collection methods, and the statistical analysis techniques.

3. The third part of the report is a discussion of the results of the study. It presents the findings of the research and discusses their implications for the field of study.

4. The fourth part of the report is a conclusion and a list of references. The conclusion summarizes the main findings of the study and provides recommendations for future research. The references list the sources of information used in the study.

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.

CONSISTENT OVERLAP
OF THE TWO

There is a consistent overlap of the two
series in the first two columns of the table.
The third column shows a slight deviation
from the general trend.

3. Travel

Subject	3.01 DIS - Authorization for Administratively Approved Travel
Meeting	Dec 14, 2011 - Regular Meeting
Category	3. 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.

November 9, 2011-December 7, 2011

Mitchell A Alves, Instructor (OCC), to attend the 37th Annual Conference American Mathematical Association of Two-Year Colleges, November 9 - 13, 2011, Austin, TX, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$470, to be paid from CFE Contracted Full-time Conference Funds. The reason for this revision is to correct the amount and budget number.
Revised Admin. Approval: 11/22/2011

Karen P Conlisk, Mil/Cont Ed Program Coord. (CCC), to attend the White House Business Council Forum, November 8-9, 2011, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$325, to be paid from Contract Education College Support ancillary funds.
Administrative Approval: 11/4/2011

Joycelyn M Groot, Dean Mil/Corp & Comm Pro (CCC), to attend the Vietnam Aviation Academy Site Visit, December 3-7, 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). The reason for this revision is to change meeting and travel dates. Requested reimbursement remains the same.
Revised Admin. Approval: 11/18/2011

Dennis R Harkins, President (OCC), to attend the Community College League of California Annual Convention, November 17 - 19, 2011, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$530, travel by Air Coach, rental car and insurance, to be paid from President's Ancillary Budget.
Administrative Approval: 11/14/2011

Mariam Khosravani, Exec Dir Cc Foundatn (CCC), to attend the International Iranian Economic Association Inaugural Conference--Persian Gender Network Roundtable Discussion, December 2-11, 2011, London, England without loss of salary, with reimbursement for allowable expenses of \$600, to be paid from Foundation Ancillary funds, and sponsoring organization Travel includes three vacation days.
Administrative Approval: 11/18/2011

Melinda A Nish, Vice President (OCC), to attend the Annual Convention and Partner Conferences - Community College League of California, November 16 - 19, 2011, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$500, travel by Air Coach, rental car and insurance, to be paid from VPI Management Conferences funds. The reason for this revision is to change the budget number.
Revised Admin. Approval: 11/8/2011

Melinda A Nish, Vice President (OCC), to attend the Consultation Council - Chancellor's Office, November 16 - 17, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from VPI Ancillary Funds. The reason for this revision is to change the budget number.

Revised Admin. Approval: 11/16/2011

Melinda A Nish, Vice President (OCC), to attend the Student Success Task Force, December 7, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from VPI Ancillary Funds.

Administrative Approval: 11/21/2011

Jeffrey L Palmer, 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/CTA Professional Development Funds This travel item is submitted 'after-the-fact' due to late receipt of paperwork from faculty union.

Administrative Approval: 11/28/2011

Clyde H Phillips, Counselor (OCC), to attend the California State University College Counselor Conference, September 27, 2011, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$200, including a registration fee of \$95, to be paid from EOPS/CARE Categorical funds This item is submitted after-the-fact, due to late receipt of paperwork from division office.

Administrative Approval: 11/30/2011

David L Thompson, Dir., eLearning Research & Dev (CCC), to attend the White House Business Council Forum, November 8-9, 2011, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$350, to be paid from Contract Education Ancillary College Support funds.

Administrative Approval: 11/8/2011

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, rental car and insurance, to be paid from Contract Education Ancillary College Support funds. The reason for this revision is to include rental car and insurance. Requested reimbursement remains the same.

Revised Admin. Approval: 11/18/2011

Subject 3.02 DIS - Authorization for Attendance at Meetings and/or Conferences

Meeting Dec 14, 2011 - Regular Meeting

Category 3. Travel

Access Public

Type Consent

(1) Meetings for the Board of Trustees

Mary L Hornbuckle, Board Member (CCCD), to attend the Community College League of California (CCLC) Legislative Conference, January 29-31, 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.

Conrad J Moreno, Board Member (DIST), to attend the California Community College Trustee Board Meeting and Annual Convention & Partner Conferences, November 16-20, 2011, San Jose, CA, with reimbursement for actual expenses, including a registration fee of \$500, to be paid from District Conference Funds. Reimbursement of mileage on personal auto in lieu of airfare not to exceed air coach fare equivalency. The reason for this revision is to add mileage to this trip.

Conrad J Moreno, Board Member (DIST), to attend the Community College League of California (CCLC) Annual Legislative Conference and CCCT Board Meeting, Sacramento, CA, with reimbursement for actual expenses, including a registration fee of \$395, Effective Trusteeship Workshop and Board Chair Workshop, with reimbursement for actual expenses, including a registration fee of \$295, January 26-31, 2012, to be paid from District Conference funds. Reimbursement of mileage on personal auto in lieu of airfare not to exceed air coach fare equivalency. The reason for this revision is to add mileage to this trip.

Jerry M Patterson, Board Member (CCCD), to attend the Community College League of California (CCLC) Annual Legislative Conference, with reimbursement for actual expenses, including a registration fee of \$395, and the Effective Trusteeship Workshop and Board Chair Workshop, with reimbursement for actual expenses, including a registration fee of \$295, January 27-30, 2012, Sacramento, CA, travel by Air Coach, to be paid from District Conference Funds.

Lorraine E Prinsky, Board Member (CCCD), to attend the Association of Community College (ACCT) Community College National Legislative Summit, February 13-16, 2012, Washington, DC, with reimbursement for actual expenses, including a registration fee of \$587, travel by Air Coach, to be paid from District Conference Funds.

(2) Meetings for Faculty and Staff

Loretta P Adrian, President (CCC), to attend the American Association of Community Colleges Annual Conference, April 20-24, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$735, travel by Air Coach, to be paid from Contract Education Ancillary College Support funds.

Loretta P Adrian, President (CCC), to attend the Council of College and Military Educators 2012 Annual Symposium, February 12-17, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$2,500, including travel by Air Coach, to be paid from Contract Education Ancillary Funds.

Larry J Baird, Instructor (GWC), to attend the Solidworks World 2012 International User Conference and Exposition, February 12-15, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable

expenses of \$1,800, including a registration fee of \$495, to be paid from AFT/IPD Conference Funds, VTEA/Perkins funds.

Cherryl L Baker, Instructor (OCC), to attend the 2012 Ocean Sciences Meetings, February 19 - 24, 2012, Salt Lake City, UT, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$390, travel by Air Coach, to be paid from CFE Contracted Full-time Conference Funds.

Laura C Behr, Instructor (OCC), to attend the American College of Sports Medicine, May 28 - June 3, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$80, travel by Air Coach, to be paid from CFE Contracted Full-time Conference Funds.

Jaima L Bennett, Instructor (GWC), to attend the Western States Communication Association Annual Convention, February 17-20, 2012, Albuquerque, NM, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$100, travel by Air Coach, rental car and insurance, to be paid from IPD AFT funds.

Ted A Boehler, Dean (CCC), to attend the eLearning 2012 Conference, February 19-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$450, to be paid from College Funds.

Nancy G Boyer, Instructor (GWC), to attend the On Course Workshop - Staying on Course with Diverse Students, January 23, 2012, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from IPD/VP funds.

Wes Bryan, President (GWC), to attend the ACCCA/ACBO Board Meeting and Budget Workshop, January 12-13, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$125, travel by Air Coach, to be paid from College Discretionary Funds.

Warren S Carter, Instructor (GWC), to attend the On Course Workshop - Staying Course with Diverse Students, January 23, 2012, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from IPD/VP funds.

Nina Chapman, Instructor (GWC), to attend the On Course Workshop - Staying Course with Diverse Students, January 23, 2012, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from IPD/VP funds.

Maria L Chovan, Instructor (GWC), to attend the On Course Workshop - Staying Course with Diverse Students, January 23, 2012, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from IPD/VP funds.

Wendy L Clark, Mil/Cont Ed Tech Int (CCC), to attend the Council of College and Military Educators 2012 Annual Symposium, February 12-16, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$2,200, including a registration fee of \$350, travel by Air Coach, to be paid from Military Contract Education ancillary funds.

Brian E Conley, Instructor (GWC), to attend the Association of Community College Trustees National Legislative Summit, February 10-16, 2012, Washington, DC, without loss of salary, with no reimbursement authorized from District funds, no cost to the college.

Brian E Conley, Instructor (GWC), to attend the California Student Aid Commission and EdFund Board Meetings, November 17-18, 2011, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the college. This request is late due to a delay in the approval process.

Karen P Conlisk, Mil/Cont Ed Program Coord. (CCC), to attend the Council of College and Military Educators 2012 Annual Symposium, February 12-17, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$350, travel by Air Coach, to be paid from Contract Education Ancillary Funds.

Keisha L Cosand, Instructor (GWC), to attend the On Course Workshop - Staying Course with Diverse Students, January 23, 2012, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from VP/IPD Funds.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the W. H. Freeman's Joint Math Meeting, January 4-9, 2012, Boston, MA, without loss of salary, with reimbursement for allowable expenses of \$900, including travel by Air Coach, to be paid from ISD Ancillary Funds, includes two vacation days.

Betty L Disney, Professional Expert (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 \$2,500, including travel by Air Coach, to be paid from Contract Education Ancillary Funds.

W. A Dunn III, Vice Chancellor (CCCD), to attend the Association of Chief Business Officials (ACBO) Facilities Task Force Meeting and Association of California Community College Administrators (ACCCA) and Association of Chief Business Officials (ACBO) 2012 State Budget Workshop, January 12 - 17, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$900, including a registration fee of \$125, travel by Air Coach, to be paid from Administrative Services Management Conference Funds. Attend 1) ACBO Facilities Task Force Meeting on 1/12/12 and 2) ACCCA/ACBO 2012 State Budget Workshop on 1/13/12, at two separate locations in Sacramento.

Darrell D Ebert, Instructor (GWC), to attend the Coconut Grove Arts Festival, February 15-22, 2012, Coconut Grove, FL, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$1200, travel by Air Coach, rental car and insurance, to be paid from AFT IPD Conference Funds.

Albert M Gasparian, Dean (GWC), to attend the National Association of Collegiate Directors of Athletics Mid-Winter Meetings, January 26-30, 2012, Marco Island, FL, without loss of salary, with reimbursement for allowable expenses of \$1,000, including travel by Air Coach, rental car and insurance, to be paid from CDMA Professional and Staff Development Funds.

Joycelyn M Groot, Dean Mil/Corp & Comm Pro (CCC), to attend the Council of College and Military Educators 2012 Annual Symposium, February 7-17, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$3,500, including travel by Air Coach, to be paid from Contract Education Ancillary funds. Dates include pre-conference meetings.

Suzanne M Jaglowski, Ece Lab School Mgr (OCC), to attend the 2012 California Association for the Education of Young Children Annual Conference and Expo, March 15, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$335, including a registration fee of \$175, to be paid from Early Childhood Education Ancillary.

Daniel J Johnson, Instructor (CCC), to attend the eLearning Conference, February 19 -21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$450, to be paid from PDI Conference and Workshop Funds.

Andrew C Jones, Chancellor (CCCD), to attend the Association of Community College Trustees 2012

National Legislative Summit, February 13-19, 2012, Washington, DC, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$498, travel by Air Coach, to be paid from District Conference Funds - Chancellor.

Andrew C Jones, Chancellor (CCCD), to attend the Orange County Business Council 2012 Annual Dinner, February 9, 2012, Irvine, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$200, to be paid from Chancellor's office conference funds.

Ryane N Jones, Instructor (GWC), to attend the On Course Workshop - Staying on Course with Diverse Students, January 23, 2012, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from IPD/VP funds.

Shimonee A Kadakia, Hourly Instructor (OCC), to attend the American Astronomical Society, January 7 - 12, 2012, Austin, TX, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$508, travel by Air Coach, to be paid from CFE Contracted Full-time Conference Funds.

Kunaal S Kumar, Hrly/Temp Service (OCC), to attend the 2012 California Association for the Education of Young Children Annual Conference and Expo, March 17, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$285, including a registration fee of \$125, to be paid from Early Childhood Education Ancillary.

Theresa L Lavarini, Instructor (GWC), to attend the On Course Workshop - Staying on Course with Diverse Students, January 23, 2012, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from IPD/VP funds.

Michelle K Ma, Dir Mktg & Pub Rel (CCC), to attend the Community College League of California Annual Legislative Conference, January 28-30, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$395, travel by Air Coach, to be paid from ASG Advocacy.

Stella Madrigal, Instructor (GWC), to attend the On Course Workshop - Staying on Course with Diverse Students, January 23, 2012, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from IPD/VP funds.

Stephen W Martenuk, Hourly Instructor (CCC), to attend the Winter Information and Communications Technologies Educator Conference, January 4-6, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,400, to be paid from VTEA grant funds. Reimbursement of mileage on personal auto, in lieu of airfare, not to exceed coach airfare equivalency.

Kimberly R McCord, Admin Dir Fiscl Affr (CCCD), to attend the 2012 ACCCA/ACBO Budget Workshop, January 13, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$125, travel by Air Coach, rental car and insurance, to be paid from Fiscal Affairs Conference Funds.

Kimberly R McCord, Admin Dir Fiscl Affr (CCCD), to attend the Fiscal Standards Committee, January 20, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including travel by Air Coach, to be paid from Fiscal Affairs Conference Funds.

Kathryn L Mueller, Dean (OCC), to attend the Fundamentals of Title IV Administration, September 9 - 15, 2012, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$2,000, including travel by Air Coach, rental car and insurance, to be paid from Categorical Funds.

Joy L Myers, Coordinator (OCC), to attend the California Association of Dental Assistant Teachers, April 19 - 22, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$620, including a registration fee of \$540, to be paid from CFE Contracted Full-time Conference General Funds.

Oscar Ortiz, Instructor (OCC), to attend the World of Concrete Conference, January 23 - 27, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$975, including a registration fee of \$295, to be paid from CFE Contracted Full-time Conference General Funds to be, reimbursed for mileage equal to the equivalency of travel by air coach.

Martha M Parham, Dist Dir Mark & Pub (CCCD), to attend the 2012 Community College National Legislative Conference, February 11-21, 2012, Washington, D.C., without loss of salary, with reimbursement for allowable expenses of \$1,800, including travel by Air Coach, to be paid from Public Info Management Conference Fund.

Martha M Parham, Dist Dir Mark & Pub (CCCD), to attend the Community College League of California Annual Legislative Conference, January 26-31, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$395, travel by Air Coach, to be paid from Public Info Management Conference Fund.

Omid A Pourzanjani, Dean (GWC), to attend the ACCCA/ACBO Board Meeting and Budget Workshop, January 12-13, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Omid A Pourzanjani, Dean (GWC), to attend the California Community College Association for Occupational Education Meeting, January 5-6, 2012, Millbrae, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Jennifer L Rafferty, Hourly Instructor (OCC), to attend the 49th Annual California Association of Dental Assisting Teachers Conference 2012, April 20 - 22, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$450, to be paid from CCA/CTA Professional Development Funds.

Kristen M Rederscheid, Hrly/Temp Inst/Resrc (OCC), to attend the 2012 California Association for the Education of Young Children Annual Conference and Expo, March 17, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$315, including a registration fee of \$155, to be paid from Early Childhood Education Ancillary.

Debra A Secord, Instructor (CCC), to attend the eLearning Conference, February 21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$350, including a registration fee of \$250, to be paid from PDI Conference and Workshop Funds.

Mette H Segerblom, Sailing Program Cord (OCC), to attend the 2012 National Sailing Programs Symposium, January 11 - 14, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$200, to be paid from Sailing Center Ancillary.

April S Stilson, Child Devlpmnt Spclt (OCC), to attend the 2012 California Association for the Education of Young Children Annual Conference and Expo, March 16, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$345, including a registration fee of \$185, to be paid from Early Childhood Education Ancillary.

Sandra Sudweeks, Instructor (GWC), to attend the 2012 Western Communication Association Convention, February 16-20, 2012, Albuquerque, NM, without loss of salary, with reimbursement for allowable expenses

of \$1,300, including a registration fee of \$100, travel by Air Coach, to be paid from IPD AFT Conference funds F/T.

Sandra Sudweeks, Instructor (GWC), to attend the On Course Workshop - Staying Course with Diverse Students, January 23, 2012, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from VP/IPD Funds.

Abraham P Tarango, Instructor (GWC), to attend the On Course Workshop - Staying Course with Diverse Students, January 23, 2012, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from IPD/VP funds.

Christian B Teeter, Sec'y to Board of Trustees (CCCD), to attend the Community College League of California (CCLC) Annual Legislative Conference, January 28-30, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$395, travel by Air Coach, to be paid from District Conference Funds.

Lu Anne M Venham, Child Care Ctr Coor (OCC), to attend the 2012 California Association for the Education of Young Children Annual Conference and Expo, March 16, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$395, including a registration fee of \$235, to be paid from Early Childhood Education Ancillary.

Michael R Warner, Instructor (CCC), to attend the Winter Information and Communications Technologies Educator Conference, January 4-6, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,400, to be paid from VTEA grant funds.

Stephen M Whitson, Hourly Instructor (CCC), to attend the 13th Annual Orange County Economic Forecast, January 24, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$200, including a registration fee of \$95, to be paid from VTEA grant funds.

Michelle R Wild, Instr/Coord (CCC), to attend the Council of College and Military Educators 2012 Annual Symposium, February 12-17, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$350, travel by Air Coach, to be paid from PDI Conference and Workshop Funds, Military Contract Education ancillary funds.

4. Curriculum Approval

Subject 4.01 DIS - Curriculum Approval
Meeting Dec 14, 2011 - Regular Meeting
Category 4. Curriculum Approval
Access Public
Type Consent

Approval of New Courses

Approval of Course Revisions/Retirements/Suspensions/Reinstatement

Approval of Programs/Options/Revisions/Retirements/Reinstatements

File Attachments

[Curriculum.docx \(42 KB\)](#)

Approval of New Courses

The Coastline Community College and Orange Coast College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommends the following course(s) be approved for inclusion in the curriculum:

Coastline Community College

Effective Spring 2012

BC C117 – Mobile Applications Development; 3.0 units

Semester length; 54 lecture/18 non-lecture semester hours; advisory: BC C110; prerequisite: none; fee: none; grading method: student option. This course investigates the quickly developing landscape of mobile applications. It focuses on the development of web based mobile applications and conversion to native apps, and thus covers issues of distribution, designing for mobile platforms (iPhone, Android, Windows Mobile, BlackBerry OS), and the specific constraints and requirements of user interface design. The course combines a conceptual overview, design issues, and practical development. Classes meet in a computer laboratory and sessions are conducted as lecture/demonstrations, with periods of supervised student practice. Students will demonstrate their mastery of concepts covered through homework assignments, and, more importantly, by submitting a substantial, working mobile application as a final project.

Orange Coast College

Effective Fall 2012

Digital Media Arts & Design A202 – Internship; 2.0 units

Semester length; 128 non lecture semester hours; prerequisite: completion of any four DMAD courses; fee: none; grading method: graded. A supervised internship related to classroom-based learning at a work site related to the student's certificate program. This course is open to students who have completed four courses in one of the digital media arts and design certificate programs. This course may be taken twice.

Fashion A256 – Fashion Illustrating Techniques; 2.0 – 3.0 units

Semester length; 32 lecture/ 64 non-lecture semester hours; prerequisite: Fashion A255; fee: none; grading method: graded. Use current computer software to design and refine fashion garment proportions, textile textures and shapes, and garment construction elements to gain a clear understanding of design standards in the fashion industry. This course may be taken twice.

Film A102 – the Business of Film & Television; 2.0 units

Semester length; 36 lecture semester hours; prerequisite: none; fee: none; grading method: graded. An introduction to the business aspects of the film and television industry which will provide students with a comprehensive, authoritative, and practical look at every aspect of the entertainment industry, including the related businesses of program distribution, programming, marketing, and production for film and television. This class will also address career strategies for advancement within the entertainment industry.

Geography A130 – Weather & Climate; 3.0 units

Semester length; 54 lecture semester hours; prerequisite: Geography A180; fee: none; grading method: graded. Introduction to the earth's atmosphere and processes. Topics include: atmospheric structure and composition, solar radiation, energy budget, temperature, seasonal changes, atmospheric moisture, clouds and fog, precipitation, circulation systems, air masses and fronts, weather forecasting, climate and climate change.

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 Fall 2012

	FROM	TO
<u>PPE G160 – Athletic Training</u>		
Course Name and Number:	PPE G160	KIN G281
Course Title:	Athletic Training	Prevention and Care of Athletic Injuries
Units:	2.0	3.0
Semester Hours:	36 Lecture/18 Non-lecture	54 Lecture
<u>PPE G180 – The PE Profession</u>		
Course Name and Number	PPE G180	KIN G100
Course Title:	The PE Profession	Introduction to Kinesiology

Orange Coast College

Effective Fall 2012

	FROM	TO
<u>CA A236 – Directed Practice for Baking & Pastry</u>		
Total Hours:	150-186	134-166
Repeatability:	1 time	0

Course Retirement:

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

Coastline Community College

Effective Spring 2012

ESL C029 – Citizenship Education for ESL Students
 PSYC C150 – Infant Parent Education
 PSYC C154 – Parent Education for the Working Parent 1
 PSYC C155 – Parent Education for the Working Parent 2
 PSYC C158 – Principles and Psychology of Parenting
 PSYC C182 – Personal Motivation & Achievement

Course Suspensions:

The Coastline Community College and Golden West College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommend the following courses be suspended from the curriculum:

Coastline Community College

Effective Spring 2012

COUN C120 – Job Search Strategies
ESL C024 – Read & Write 2
GEOG C400 – Regional Geography
PSYC C156 – Parent Education for the Spanish Speaking Parent
PSYC C161 – Cooking, Concoctions, and Other Science Experiences
PSYC C168 – Peer Counseling for Adolescents
PSYC C172 – Peer Counseling for Older Adults

Golden West College

Effective Fall 2012

English G071 – Rebels in Literature
English G081 – Creative Writing: Prose
English G156 – Asian American Literature
English G111 - Academic Reading for College Success
English G037 - Answering Essay Questions
English G042 – Developmental Reading
Political Science G121 – Model United Nations
Political Science G121H – Model United Nations, Honors
Political Science G122 – Model United Nations Conference

Approval of Programs/Options/Revisions/Retirements/Reinstatements

Approval of New Program/Options

The Golden West College and Orange Coast College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommend the following new program/options be approved for approval as transfer degrees:

Golden West College

Effective Fall 2012

Associate in Arts in History for Transfer

Required Core Courses: 6 units

HIST G170 History of the United States to 1876	3.0 units
HIST G175 History of the United States since 1876	3.0 units

List A: 6 units

HIST G161 World History 1 or HIST G180 Western Civilization 1 or HIST G180H Western Civilization, Honors	3.0 units
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HIST G162 World History 2 or HIST G185 Western Civilization 2 or HIST G185H Western Civilization, Honors	3.0 units
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List B: (one course from each group): 6 units

Group 1:

HIST G161 World History 1 or 3.0 units
 HIST G162 World History 2
 (If not used in List A)

HIST G120 Asian Civilizations 3.0 units
 HIST G136/ANTH G136 Ancient Civilizations of
 Mesoamerican and the Southwest
 HIST G150 History of Latin America

HIST G121 History of American Women 3.0 units
 SOC G133/SOCS G133 Racial and Ethnic Relations in America

Any language course other than English which is articulated as 3.0-5.0 units
 fulfilling CSU GE Area C2 (excluding Sign Language)

Group 2:

HIST G110/ECON G120 Economic History of the United States 3.0 units
 HIST G132 History of Britain and Ireland I
 HIST G135 History of Britain and Ireland II
 HIST G140 California History

Required subtotal 18.0-20.0 units

CSU General Education Breadth or IGETC Pattern 37.0-41.0 units
Transferable Electives (as needed to reach 60 transferable units)

Degree Total 60.0 units
 Double counting course in GE and the major is permissible.

Orange Coast College

Effective Fall 2012

Associate of Science in Early Childhood Education for Transfer**Required Core Courses: 24 units**

	CSU GEN ED	C-ID
*HMDV A180 – Child Growth & Development, 3.0 units	D7, E	CDEV100
HMDV A190 – Interpersonal Communication, 3.0 units		CDEV 110
EC A155 – Principles/Practices Teaching Young Children, 3.0 units		ECE 120
EC A200 – Preschool Programs – The Curriculum, 3.0 units		ECE 130
EC A165 – Observing/Recording Child Behavior, 3.0 units		ECE 200
EC A201 – Early Childhood Field Experience, 3.0 units		ECE 210
EC A127 – Health, Safety, & Nutrition, 3.0 units		ECE 220
EC A126 – Teaching in a Diverse Society, 3.0 units		ECE 230

*Course must be double-counted for program and general education units

TOTAL PROGRAM UNITS:	24.0
CSU GENERAL EDUCATION BREADTH UNITS:	39.0
TOTAL AS-T DEGREE UNITS:	60.0

Associate of Science in Kinesiology for Transfer**Required Core Courses: 14 units**

CSU GEN ED **C-ID**

PE A202 – Introduction to Kinesiology, 3.0 units

KIN 100

BIOL A220 – Human Anatomy, 5.0 units

B2

BIOL A225 – Human Physiology, 5.0 units

B2

Select a minimum of one course from any three of the following areas for a maximum of 3 units:

Aquatics:

PE A140 – Aqua Fitness

E2

PE A143 – Swimming

E2

PE A146 – Swimming for Fitness

E2

PE A161 – Surfing

E2

PE A147 – Introduction to Sailing

E2

PE A148 – Introduction to Keel Boats

E2

PE A149 – Introduction to Ocean Sailing

E2

PE A159 – Outrigger Canoeing

E2

PE A160 – Kayaking

E2

PE A194 – Adapted Aquatics

E2

Combatives:

PE A105 – T'ai Chi Chih

E2

PE A120 – Aikido

E2

PE A122 – Karate

E2

Fitness:

PE A102 – Stretch & Flex

E2

PE A106 – Triathlon Techniques

E2

PE A107 – Fitness Programs 1

E2

PE A108 – Fitness Programs 1

E2

PE A109 – Strength & Conditioning

E2

PE A110 – Cardiovascular Fitness

E2

PE A111 – Weight Training

E2

PE A112 – Step Aerobics

E2

PE A114 – Aerobics

E2

PE A125 – Body Sculpting

E2

PE A129 – Fitness for Performance

E2

PE A185 – Adapted Strength & Balance

E2

PE A191 – Adapted Strength

E2

PE A196 – Adapted Cardio

E2

PE A197 – Adapted Aerobics

E2

Individual Sports:

PE A104 – Hatha Yoga – Level 1

E2

PE A105 – T'ai Chi Chih

E2

PE A154 – Table Tennis

E2

PE A155 – Tennis

E2

PE A161 – Surfing

E2

PE A167 – Rock Climbing

E2

PE A174 – Bowling

E2

PE A179 – Golf

E2

PE A192 – Adapted Bowling

E2

PE A204 – Hatha Yoga – Level 2

E2

Team Sports:

PE A150 – Badminton

E2

PE A156 – Futsal/Indoor Soccer

E2

PE A173 – Basketball

E2

PE A177 – Soccer

E2

PE A178 – Volleyball

E2

List A Required (Select two): 6-10 units

MATH A160 – Introduction to Statistics

B4

MATH A160H – Introduction to Statistics Honors

B4

PSYC A160 – Statistics for Behavioral Sciences
 BIOL A125 – Human Biology
 CHEM A110 – Introduction to Chemistry
 CHEM A180 – General Chemistry A
 PHYS A120 – Algebra-Based Physics: Mechanics
 PHYS A185 – Calculus-Based Physics: Mechanics
 HLED A112 – First Aid and CPR

B4
 B2
 B1 TCSU CHEM 210
 B1 CHEM 110
 B1 PHYS 105
 B1 PHYS 205
 E2 KIN 101

TOTAL PROGRAM UNITS: 20.0-24.0
CSU GENERAL EDUCATION BREADTH UNITS: 39.0
TOTAL AS-T DEGREE UNITS: 60.0

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

Staff Accountant – Certificate of Achievement

Required course: Delete:

Acct G100
 Acct G110
 Acct G113
 Acct G210
 Bus G130
 Bus G139

Required course: Add:

Acct G111
 Acct G235 (Acct G130 or Acct G235)
 Bus G100

Elective course: Add:

Acct G110
 Acct G113
 Acct G210
 Acct G211
 Acct G212

Program Units: Decrease:

From 26.0 units to 23.0-25.0 units

Accounting – Major

Required course: Delete:

Acct G100
 Bus G130
 Bus G139
 Mgmt G110

Required course: Add:

Bus G100
 Acct G235 (Acct G130 or Acct G235)

Elective course: Delete:

Acct G100
 Acct G235
 Bus G100

		Bus G108 Bus G110 Mgmt G140
Elective course:	Add:	Acct G211 Acct G212 Bus G130 Bus G139
Program Units:	Increase:	From 23.0 units to 23.0 - 25.0 units

Nursing – Major

Required course:	Delete:	PE (any)
Required course:	Add:	Math G160 English G110
Program Units:	Increase:	From 72.0 units to 75.5 - 80.5 units

Administrative Assistant – Major

Required course:	Delete:	Bus G125 Bus G130 CBA G150
Required course:	Add:	CBA G152 CBA G157
Program Units:	Increase:	From 25.0 units to 22.5 - 30.5 units

Computer Business Applications – Certificate of Achievement

Required course:	Delete:	CBA G150 CBA G151
Required course:	Add:	CBA G152
Program Units:	Increase:	From 21.5 units to 21.5 - 29.5 units

Political Science – Major

Elective course:	Delete:	PSCI G121 PSCI G121H
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Orange Coast College

Effective Fall 2012

Digital Media Arts & Design – Graphic Design Certificate of Achievement

Required course:	Delete:	THEA A181
Required course:	Add:	DMAD A202

Digital Media Arts & Design – Multimedia Certificate of Achievement

Required course: Delete: THEA A181

Required course: Add: DMAD A202

Film/Video – Certificate of Achievement, AS Degree

Required courses

in Selected Units: Add: FILM A102
FILM A262

5. Authorization for Student Trips

Subject **5.01 GWC - Student Trips**
Meeting **Dec 14, 2011 - Regular Meeting**
Category **5. Authorization for Student Trips**
Access **Public**
Type **Consent**

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

Spring 2012 University Tours

Location: CSU Dominguez Hills, CSU Fullerton, CSU Long Beach, SDSU, UCI, UCLA, UCSD, UCR, USC, etc.

Date(s): TBD

Department: Transfer Center

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

Track Team Overnight Trips

Locations & Date(s): See below

March 15-18, 2012 @ San Diego State Invitational

May 4-6, 2012 @ So Cal Regional Prelims (if qualified)

May 11-13, 2012 @ So Cal Regional Championships (if qualified)

Department: PE/Athletics

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

Away Athletic Contests (Day Trips)

Location: Various

Date(s): January – June 2012

Department: HE/PE/Athletics

Cost/purpose/funding source: \$8,000 for entry fees from trust and/or foundation funds.

Women's Softball Team Trip

Location: Prado Regional Park

Date(s): November 2011

Department: PE/Athletics

Cost/purpose/funding source: \$500 for food and lodging from trust account.

Alpha Gamma Sigma Honor Society 86th State Convention

Location: San Jose, CA

Date(s): April 20-22, 2012

Department: Student Activities

Cost/purpose/funding source: \$850 for registration, lodging, and meals from Alpha Gamma Sigma Honor Society club funds.

Long Beach International Beauty Expo

Location: Long Beach, California

Date(s): October 23-24, 2011

Department: Cosmetology

Cost/purpose/funding source: \$452 for registration fees and shipping fees for forms to competition sponsor from Cosmetology Student funds.

(The reason for late submittal is the faculty member was not aware of the need for Board approval.)

Softball Team Overnight Trips

Locations & Dates:

February 2-5, 2012 @ Yuma Tournament, Yuma, Arizona

March 31 – April 2, 2012 @ Santa Barbara Tournament, Santa Barbara

May 5-7, 2012 @ First Round State Tournament, location TBD (if qualified)

May 12-14, 2012 @ Second Round State Tournament, location TBD (if qualified)

May 17-21, 2012 @ State Finals, Bakersfield (if qualified)

Department: PE/Athletics

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

(Revision is to change dates of travel. Previous Board action: 11/2/11.)

Subject 5.02 OCC - Student Trips
Meeting Dec 14, 2011 - Regular Meeting
Category 5. Authorization for Student Trips
Access Public
Type Consent

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

Southwest Architectural Tour & Universities - Arizona, New Mexico

Location: Tempe/Phoenix, Tucson, Cape Verde, AZ; Albuquerque, Santa Fe/Taos, NM

Date: January 8-13, 2012

Department: Architectural Technology

Cost/Purpose/Funding Source: Approximately 16 students will travel to study architecture of the Southwest, dryland issues of water shortage and conservation, and off-grid solutions. We will also be meeting former OCC students and administrators representing the Univ of Arizona Architecture and Sustainability program, Arizona State University Architecture, FL Wright School of Architecture (Taliesin West), and Univ of New Mexico Architecture & Urban Design. This tour will be supporting Arch 185, Arch 215, and Arch 230 (primarily second year students). Students will pay out of pocket for hotel, food, museum and/or site fees.

Transportation: District Vehicle

Journalism Association of Community Colleges Annual Conference and Competition

Location: Burbank, Calif.

Date: March 22-24, 2012

Department: Journalism 115 Coast Report newspaper students and Journalism 116 Coastreportonline.com multimedia students.

Cost/Purpose/Funding Source: Students will pay \$50 each with additional \$150 per student registration to be paid from ASOCC funds NTE \$2,000. Lodging for Thursday through Saturday nights will be paid for from ASOCC funds NTE \$2,500.

Transportation: By private vehicles accompanied by OCC instructor Cathy Werblin

6. Authorization for Special Projects

Subject **6.01 CCC - Special Projects**
Meeting **Dec 14, 2011 - Regular Meeting**
Category **6. Authorization for Special Projects**
Access **Public**
Type **Consent**

Walk for Brain Injury Awareness Fundraiser

Date: March 24, 2012; 8:00 – 11:00 a.m.

Location: Huntington Beach Central Park

Department: Special Programs and Services for the Disabled, Acquired Brain Injury (ABI) Program

Purpose: Raise money for the Special Programs Foundation

Cost/purpose: \$8,000/Materials and Refreshments

Funding source: Special Programs Foundation funds

Spring All-College Meeting

Date: February 10, 2012; 3:00– 5:00 p.m.

Location: Westminster Rose Center Grand Ballroom

Department: Marketing & Public Relations/ Governmental Relations

Purpose: Spring Semester All-College Meeting.

Cost/purpose/funding source: \$3,500 /College Funds

2012 Visionary of the Year Awards Luncheon

Date: March 23, 2012; 11:00 a.m. – 3:00 p.m.

Location: Hilton Orange County, Costa Mesa

Department: Foundation

Purpose: Fundraising

Cost/purpose/funding source: NTE \$60,000/to purchase materials and refreshments. Funding is from participants' registration fees and Foundation ancillary funds.

Revision to Previous Board Action:

STAR Program's 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 for venue, food and materials/Foundation funds. (Revision is to change funding source. Prior Board Approval: 11/16/11)

Subject 6.02 DIS - Special Projects and/or Programs
Meeting Dec 14, 2011 - Regular Meeting
Category 6. Authorization for Special Projects
Access Public
Type Consent

California Community Colleges Registry Job Fair

Date: January 28, 2012

Location: Westin, LAX

Department: Human Resources (Recruitment & Staff Analysis)

Purpose: Participation in job fair to enhance the District's staff diversity recruitment efforts for faculty and administrative positions.

Cost: \$1,900 for registration; Additional cost not to exceed \$3,000 for transportation, parking and meals for up to 10 staff members; paid from staff diversity funds. A list of participants will be on file with the Chancellor's Office prior to the event.

Subject	6.03 GWC - Special Projects
Meeting	Dec 14, 2011 - Regular Meeting
Category	6. Authorization for Special Projects
Access	Public
Type	Consent

EOPS/CARE/EFY Program Holiday Dinner 2011

Date(s): December 19, 2011

Department: EOPS/CARE/EFY

Purpose: To provide Foster Youth Christmas dinner and gift cards as awards.

Cost/purpose/funding source: \$2,500 from EFY fund.

Fine Arts Gallery Juried Student Art Show 2012

Date(s): May 3-22, 2012

Department: Art Department

Purpose: To provide students with the opportunity to experience having their art work displayed in a professional gallery, and to expose the campus and community to the quality of art experiences offered at Golden West College.

Cost/purpose/funding source: \$1,700 for refreshments, juror awards, facilities, printing, vendors, supplies, guest speakers, and performers from Art Gallery Trust, ASB, and Art Gallery Foundation Account funds.

Plein Air Painting Gallery Exhibit

Date(s): February 9—March 1, 2012

Department: Art Department

Purpose: To introduce students to impressionistic styles of landscape painters

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, vendors, supplies, guest speakers, and performers from Art Gallery Trust, ASB, and Art Gallery Foundation Account Funds.

Pressing the Limits Gallery Exhibit

Date(s): March 15—April 12, 2012

Department: Art Department

Purpose: To introduce students to contemporary styles of printmaking

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, vendors, supplies, guest speakers, and performers from Art Gallery Trust, ASB, and Art Gallery Foundation Account funds.

University Representatives on Campus

Date(s): Spring 2012

Department: Transfer Center

Purpose: Admissions counselors from Cal Poly Pomona, Chapman University, CSU Dominguez Hills, CSU Fullerton, CSU Long Beach, UC Irvine, UCLA, UCR, UCSC, etc. will be on campus throughout the semester to counsel transfer students.

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

Spring 2012 Transfer Fair

Date: March 14, 2012

Department: Transfer Center

Purpose: Representatives from the local CSU, UC, and private universities will be on campus to provide information on admissions procedures, financial aid, housing and other subjects. The day is scheduled for

students to find out quickly and conveniently what they need to know to continue their education at a four-year school.

Cost/purpose/funding source: \$600 for printing cost, table rental, and food/refreshment for reps and students from the General Budget–Transfer Day Activity.

Clothing Sales Fundraiser

Date(s): December 2011 - Spring 2012

Department: PE/Athletics

Purpose: Fundraiser for women's softball team

Cost/purpose/funding source: \$1,500 for purchase of clothing from softball trust funds.

Kids Softball Clinic

Date(s): Spring 2012

Department: PE/Athletics

Purpose: Fundraiser for women's softball team

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

Softball Invitational Tournament

Date(s): March 2-4, 2012

Department: Athletics

Purpose: Competition and fundraiser for softball team

Cost/purpose/funding source: \$7,000 for tournament expenses (umpires, awards, port-o-potties, snack bar, t-shirts, field crew, athletic trainers and programs) from tournament entry fees of participating teams and trust and/or auxiliary funds.

New Hire and Part-Time Faculty Orientation

Date(s): January 26, 2012

Department: Office of Student Success

Purpose: To welcome and provide orientation information to new Instructors

Cost/purpose/funding source: \$500 for handouts and refreshments from Instructional Supply funds.

Perkins Non-Traditional & Special Populations Workshop

Date(s): March 5, 2012

Department: Career & Technical Education

Purpose: Professional development for educators, counselors, administration, and staff from K-12, adult education, and community colleges.

Cost/purpose/funding source: \$200 for refreshments from Perkins IV Grant funds.

Spring Athletic Home Games

Date(s): January – June 2012

Department: HE/PE/Athletics

Purpose: Home athletic events

Cost/purpose/funding source: \$26,000 for paying officials, linespeople, scorekeepers, announcers, chaincrew, and other related expenses associated with holding a home event from trust and/or fundraising funds.

Clothing Sales Fundraiser

Date(s): January – June 2012

Department: HE/PE/Athletics

Purpose: Raise funds for athletic programs

Cost/purpose/funding source: \$3,000 for purchase of clothing from trust and/or fundraising funds.

Team Meals

Date(s): January – June 2012

Department: HE/PE/Athletics

Purpose: Team bonding, game meals

Cost/purpose/funding source: \$9,500 for meals from trust and/or fundraising funds.

Athletic Team Banquets

Date(s): April – June 2012

Department: HE/PE/Athletics

Purpose: Award ceremony and lunch for spring athletic teams

Cost/purpose/funding source: \$2,000 food, supplies, awards, and other related expenses associated with holding a team banquet from trust and/or fundraising funds.

ARCO Gift Cards for Re-Entry/CalWORKs Students

Date(s): December 2011 – Spring 2012

Department: Re-Entry/CalWORKs

Purpose: Purchase monthly gas cards for students

Cost/purpose/funding source: \$3,000 for ARCO gift cards from Associated Students funds.

Science Olympiad

Date(s): March 2, 2012

Department: Physical Science

Purpose: Science competition for high school students

Cost/purpose/funding source: \$700 for supplies, food and graphics charges from President's Discretionary funds.

"Legally Blonde" Theater Production

Date(s): May 3-12, 2013

Department: Theater

Purpose: Theater performance/production

Cost/purpose/funding source: \$30,000 for royalties; scenery, costume, sound, and lighting supplies; advertising, printing, and mailing; production personnel and refreshment costs to be covered by admission fees (\$20 general; \$18 ASB/GWC, seniors and children under 12) from District Theater, Theater Trust, and ASB funds.

St. Joseph Hospital Health Professions Academy

Date(s): March 1 – June 30, 2012

Department: Health Professions/RHORC/HWI

Purpose: Provide funding for Health Professions Academy for high school students

Cost/purpose/funding source: \$3,000 for food, supplies, and workshop expenses from RHORC Trust or EWD Grant funds.

High School Inc. (HSI) Health Care Academy Valley High School

Date(s): January 3 – June 30, 2012

Department: Health Professions/RHORC/HWI

Purpose: Provide funding for High School Inc Projects

Cost/purpose/funding source: \$4,000 for food, supplies, workshops, and bus transportation from RHORC Trust or EWD Grant funds.

EOPS Graduation Banquet

Date(s): May 2012

Department: EOPS/CARE

Purpose: To provide EOPS graduated students award banquet

Cost/purpose/funding source: \$800 for refreshments and supplies from EOPS/CARE fund.

Campus & Community Advisory Meetings, Regional Director Meetings and Staff Retreat

Date(s): Spring 2012

Department: EOPS/CARE

Purpose: To discuss department goals and objectives.

Cost/purpose/funding source: \$500 for refreshments and supplies from EOPS/CARE fund.

CARE Workshops and Luncheons

Date(s): Spring 2012

Department: EOPS/CARE

Purpose: To provide CARE students workshops and luncheons.

Cost/purpose/funding source: \$500 for food and supplies from CARE fund.

CERT Club Meetings – Spring/Summer 2012

Date(s): January 1 – June 30, 2012

Department: Student Activities

Purpose: Community Emergency Response Team (CERT) Club meetings for spring/summer 2012

Cost/purpose/funding source: \$100 for food, speakers, workshop demonstrations and supplies from club funds.

College Preview Day

Date(s): March 7, 2012

Department: Special Events/Administrative Services

Purpose: Host local district high school students on campus for an educational day about Golden West College

Cost/purpose/funding source: \$20,000 for transportation, food, entertainment, publications, giveaways, rental equipment, speakers, decorations and other items needed from General Fund, Associated Students and Financial Aid funds.

Golden West College Graduation

Date(s): May 24, 2012

Department: Special Events/Administrative Services

Purpose: Commencement for Golden West College

Cost/purpose/funding source: \$10,000 for rental equipment, speakers, flowers, decorations, refreshments, supplies and miscellaneous needs from General Funds and Associated Students funds.

ASGWC and Club Events Spring 2012

Date(s): January 30 – May 28, 2012

Department: Student Activities

Purpose: Golden West College Associated Students and all officially registered Golden West College clubs in good standing are approved to sponsor a variety of activities and entertainment, including but not limited to community service, musicians, speakers, food, bake sales, fundraisers, drives, and demonstrations throughout the Spring 2012 semester. Performances and activities will take place at pre-approved locations throughout Golden West College campus. The Student Activities Coordinator through the Student Activities Office will approve all special events. If necessary, the sponsoring program will pay all expenses and an advisor or designated staff will be present at all times.

Cost/purpose/funding source: \$20,000 for various expenses from Associated Students and Club Accounts.

Peace Conference

Date(s): April 20, 2012

Department: Administrative Services/Special Events

Purpose: Provide community and college event on peace, sustainable living and how it affects the world

Cost/purpose/funding source: \$5,500 for supplies, entertainment, speakers, food, rental equipment, miscellaneous needs from Associated Students, Foundation and Auxiliary Trust funds.

Hazard Mitigation Public Forum

Date(s): January 18, 2012

Department: Emergency Preparedness/Administrative Services

Purpose: Each college in the District must have a Public Forum on Hazard Mitigation to meet the FEMA and state guidelines.

Cost/purpose/funding source: \$50 for supplies and refreshments from General Funds.

California Nursing Student Association Hurst Review

Date(s): January 3-5, 2012

Department: Student Activities

Purpose: To provide a learning opportunity and donations to CNSA for student nursing conferences. This is a free, on-campus workshop series.

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

Student Leadership Retreat

Date(s): December 16, 2011

Department: Student Activities

Purpose: Provide leadership training for student council and senate

Cost/purpose/funding source: \$800 for food and supplies from Advisor's project funds.

ASGWC and Club Events Summer and Fall 2011

Date: July 1 – December 31, 2011

Department: Student Activities

Purpose: Golden West College Associated Students and all officially registered Golden West College clubs in good standing are approved to sponsor a variety of activities and entertainment, including but not limited to community service, musicians, comedians, speakers, food, bake sales, fundraisers, drives and demonstrations throughout the Summer and Fall 2011. Performances and activities will take place at pre-approved locations throughout Golden West College campus. The Student Activities Director through the Student Activities Office will approve all special events. If necessary, the sponsoring program will pay all expenses and an advisor or designed staff will be present at all times.

Cost/purpose/funding source: \$25,000 for various expenses from Associated Students, Club Accounts and Health Center funds.

(Revision is to add another source of funds. Previous Board action: 11/2/11.)

Digital Media Class Projects - Crew Meals

Date(s): Various dates 2011-2012

Department: Career & Technical Education/Digital Media

Purpose: Provide meals to student crews during video-taping of athletic events/class projects

Cost/purpose/funding source: \$1,800 for food from Class Projects/ DVD Sales Income

(Revision is to correct the date range. Previous Board action: 11/2/11.)

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

Date(s): January 23, 2012

Department: Health Professions-HW/RHORC

Purpose: Workshop for student-centered learning techniques

Cost/purpose/funding source: \$3,900 for conference room rental, speaker lodging, materials and food from RHORC Trust funds.

(Revision is to increase the total amount from \$3,500. Previous Board action: 9/21/11.)

Coast Community College District Chicano/Latino College Day

Date(s): December 2, 2011

Department: Administrative Services/Special Events

Purpose: GWC to host the District-wide Chicano/Latino College day to encourage and inspire local high school students to finish high school and pursue a higher education.

Cost/purpose/funding source: \$11,000 for transportation, food, entertainment, publications, giveaways, speakers and decorations from Promotions General funds, Associated Students Trust funds and Foundation funds.

(Revision is to increase cost from \$10,000, due to a donation from community members. Previous Board action: 10/5/11.)

7. Authorization for Disposal of Surplus

Subject 7.01 Authorization for Disposal of Surplus
Meeting Dec 14, 2011 - Regular Meeting
Category 7. Authorization for Disposal of Surplus
Access Public
Type Consent

File Attachments

[Surplus121411.pdf \(20 KB\)](#)

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
DISTRICT.				
Vehicle	41PD	Chevy Caprice 95	1G1BL52P4SR157724	P
Vehicle	00PD	Ford Crown Vic 04	2FAFP71W64X107407	P
Vehicle	7	Ford Econoline 90	1FTEE14N0LHA72504	P
Vehicle	G2	FD Ranger XL 94	1FTCR14U1RPB31691	P
Vehicle	G5	FD Ranger XL 94	1FTCR14U7RPB09386	P
Vehicle	G24	Dodge Van 73	B35BF3X129912	P
Vehicle	G8	Ford Aerostar 92	1FTDA14U2NZB58604	P
Vehicle	G7	Ford Aerostar 95	1FTDA14U2SZC07716	P
Vehicle	G6	Ford Aerostar 92	1FTDA14U9NZB54999	P
Vehicle	G11	Ford Aerostar 93	1FTDA14UXPZB44839	P
Vehicle	36	Ford Ranger 94	1FTCR14U3RPB31692	P
Vehicle	40	Chevy R3500 (Stake bed) 89	1GBHR34K2KJ104285	P
Vehicle	42PD	Chevy Caprice 96	1G1BL52P8TR152348	P
Vehicle	39	Ford F150 92	2FTDF15Y6NCA43097	P
Vehicle	G10	Ford Ranger 93	1FTCR104XPPB18344	P
Vehicle	15	Ford Club Wagon Super 96	1FBJS31HOTHB15891	P
Golf Cart	2	E-Z Go	—	P
ORANGE COAST COLLEGE				
Computer	9055557	DHM	J14HK61	P
Computer	9055677	DHM	2F6HK61	P
Computer	9055579	DHM	9TVHK61	P
Computer	9055764	DHM	3679P61	P
Computer	9045871	DHM	85JNV51	P
Computer	9055167	DHM	C6WJ061	P
Computer	9056649	DHM	93ZQK51	P
Computer	9055497	DHM	5PLFK61	P
Computer	9055401	DHM	244HK61	P
Computer	9055413	DHM	6M7HK61	P
Computer	9055399	DHM	G34HK61	P
Computer	9055481	DHM	582HK61	P
Computer	9055424	DHM	1R77HK61	P
Computer	9055566	DHM	5MLGK61	P
Computer	905540	DHM	71NGK61	P
Computer	9055440	DHM	13WJK61	P
Computer	9055416	DHM	8R7HK61	P
Computer	9055545	DHM	81NGK61	P
Computer	9055479	DHM	182HK61	P

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9055544	DHM	41NGK61	P
Computer	9055475	DHM	672HK61	P
Computer	9055415	DHM	9M7HK61	P
Computer	9055742	DHM	JV1HK61	P
Computer	9055419	DHM	8M7Hk61	P
Computer	9055473	DHM	F72HK61	P
Computer	9055539	DHM	51Ngk61	P
Computer	9055471	DHM	G82HK61	P
Computer	9055468	DHM	6W1HK61	P
Computer	9055567	DHM	8MLGK61	P
Computer	9055714	DHM	7B6HK61	P
Computer	9055417	DHM	4M7HK61	P
Computer	9055531	DHM	JX3HK61	P
Computer	9055565	DHM	FLLGK61	P
Computer	9055542	DHM	91NGK61	P
Computer	9055503	DHM	CPLGK61	P
Computer	9055444	DHM	FW42L61	P
Computer	9055466	DHM	GX0HK61	P
Computer	9055675	DHM	2D6HK61	P
Computer	9055712	DHM	9F6HK61	P
Computer	9055679	DHM	5D6HK61	P
Computer	9055530	DHM	6Y3HK61	P
Computer	9055529	DHM	CX3HK61	P
Computer	9055698	DHM	6H6HK61	P
Computer	9055685	DHM	996HK61	P
Computer	9055678	DHM	6F6HK61	P
Computer	9055683	DHM	GC6HK61	P
Computer	9055710	DHM	HF6HK61	P
Computer	9055680	DHM	8D6HK61	P
Computer	9055705	DHM	GD6HK61	P
Computer	9055702	DHM	GG6HK61	P
Computer	9055619	DHM	DF6Hk61	P
Computer	9055713	DHM	1G6HK61	P
Computer	9055674	DHM	DD6Hk61	P
Computer	9055695	DHM	4F6HK61	P
Computer	9055676	DHM	DF6HK61	P
Computer	9055578	DHM	7TVHK61	P
Computer	9055809	A1040	---	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9033701	---	---	P
Computer	9053572	---	X8237015LKC	P
Computer	9047273	M5183	X8119251KXS	P
Printer	9033347	P130A	CNA0000285	P
UPS	9053890	SU3000	WS0309140229	P
Printer	9060580	Phaser 3000	WPH001257	P
Monitor	9058259	---	MX-02Y311-47605-391-D0A4	P
Monitor	---	---	MX-08G152-47605-35L-AHF1	P
Monitor	9053725	---	MX-08G152-47605-31F-AWKY	P
Racks (2)	---	---	---	P
Keyboards	---	---	---	P
Computer	9055936	---	3TSP671	P
Computer	9060869	---	2Q1TK71	P
Computer	9056948	---	HDXJ461	P
Computer	9058806	---	4S61441	P
Computer	9058485	---	6ZCXM31	P
Computer	9058798	---	8N51441	P
Keyboards (2)	---	---	---	P
Printer	9074194	1320C	CN-0WM053-71971-82L-C015	P
Printer	9060801	Phaser 3450	PMY100770	P
Printer	9024283	LaserJet 6P	USCD137210	P
Metal Boxes (2)	---	---	---	P
Printer	9022976	121640PS	XH7170PDJAJ	P
TV/Monitor	9019617	2581	AR01200416	P
Computer	9055143	---	2TVC061	P
Computer	9058801	---	5Q61441	P
Computer	9057820	---	4H61441	P
Computer	9058733	---	B7B1441	P
Computer	9057425	---	3Y68G41	P
Computer	9053892	---	B7HMX21	P
TV	9018387	CT-2581VY	AR01200284	P
VRC	9018388	AG2200	A5HF01844	P
Printer	9046823	Phaser3400	YY6-002834	P
Carts (2)	---	---	---	P
Printer	9056456	LaserJet2300	CNBGH12954	P
VCR	9019618	GT35	K9MM00752	P
Racks (4)	---	AG 1150	---	P
Wooden Box	---	---	---	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
CPU Stands (1 box)	---	---	---	P
Mother Boards (2)	---	---	---	P
Projector	9070520	XG-C330X	703913484	P
Printer	9057879	Stylus Photo 1580	ERZK039146	P
Monitor	9053149	CPU/Monitor	QT21202SM04	P
Monitor	9021905	PanaSync S70	FB7332366	P
Monitor	9040057	FM360	F920602157	P
Monitor	9017071	SM483C	6C603530	P
Computer	9022795	MultiMedia Processor	---	P
Projector	9059896	NoteVision	J10935978	P
DVD/VCR Combo	9075160	SLV-D380P	2244128	P
Misc Parts/Racks/Pieces	---	---	---	P
Printer	---	LaserJet 2100- C4170A	USGH 067916	P
Monitor	9049730	UltraSharp	MX-07R477483233 AF05KT	P
Monitor	9053169	E70FVCDTS23103-2M	24B020950598	P
Monitor	9049741	UltraSharp	MX-07R477483233A-F02R2	P
UMAX	9045409	Astra3400	HAV011D013540	P
Printer	9032915	LaserJet 4050	USQB043510	P
Printer	9023591	BIC250	EJJ09609	P
Monitor	9045028	VPI VE170VLCDS 22034-1	A09020400184	P
Computer	9035197	---	---	P
KeyBoards (3)	---	---	---	P
Printer	---	DeskJet D4260	---	P
Printer	9025910	LaserJet 2100M C4171A	USCB8013321	P
Printer Stand	---	---	---	P
Printer	2007853	LaserJet 5MP C3155A	USFB090178	P
Printer	9055773	Phaser 3450	PMY006948	P
Monitor	9030073	MultiScan 200SX Trinitron	1196780	P
Projector	9064577	XG-MB70X	605952563	P
Mouse	---	---	---	P
Mouse	---	---	---	P
KeyBoards (3)	---	---	---	P
Computer	9045870	GX280	55JNV51	I
Computer	9049722	GX270	2ZD0N31	I
Monitor	9049731	18" LCD	MX-07R477-48323-3AF-05KN	I
Monitor	9049732	18" LCD	MX-07R477-48323-3AF-05L8	I
Monitor	9049764	17" LCD	MX-02Y311-47605-3BB-ACCZ	I
Monitor	9050884	17" LCD	KR-07R477-48324-372-01B3	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9054794	GX270	HZN5951	I
Computer	9054795	GX270	FZN5951	I
Computer	9054796	GX270	10P5951	I
Computer	9054983	GX270	JLXDM41	I
Computer	9055001	GX280	BMHTQ51	I
Computer	9055140	GX280	BWL8Z51	I
Computer	9055227	GX280	430T361	I
Monitor	9055228	17" LCD	CN-02Y315-71618-4AB-AC9A	I
Computer	9055374	GX280SMT	2D54J61	I
Computer	9055379	GX280	9J54J61	I
Computer	9055412	GX280	JR7HK61	I
Monitor	9055426	17" LCD	MY-0H6304-47603-4BQ-ANQO	I
Monitor	9055435	17" LCD	MY-0H6304-47603-4BQ-ANQ5	I
Computer	9055460	GX280	252JK61	I
Computer	9055461	GX280	452JK61	I
Computer	9055500	GX280	8PLGK61	I
Monitor	9055510	17" LCD	MY-0H6304-47603-4BM-AF6J	I
Monitor	9055513	17" LCD	MY-0H6304-47603-4BM-AFJ6	I
Monitor	9055559	17" LCD	MY-0H6304-47603-4BQ-AKHW	I
Computer	9055794	GX280	952JK61	I
Computer	9055953	GX270	6LTDC51	I
Computer	9055980	GX280	631CQ51	I
Computer	9056461	GX270	6WX7P41	I
Monitor	9056465	17" LCD flat	CN-0M1609-46633-42A-0F6S	I
Computer	9056476	GX270	84NG351	I
Computer	9056481	GX270	4H9G351	I
Computer	9056508	GX270	2P9G351	I
Computer	9056512	GX270	DN9G351	I
Computer	9056514	P4/2.80	CVCG351	I
Computer	9056517	GX270	BVCG351	I
Computer	9056520	GX270	5VCG351	I
Computer	9056522	GX270	HVCG351	I
Computer	9056526	GX270	4N9G351	I
Monitor	9056628	17" LCD flat	MX-02Y311-47605-489-ARQ1	I
Computer	9057091	GX270T	CM51441	I
Computer	9057129	GX270T	2L7YH41	I
Monitor	9057225	17" LCD	MX-02Y311-47605-418-D9GH	I
Monitor	9057227	17" LCD	MX-02Y311-47605-418-D9GG	I

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9057232	GX270T	GR3Y441	I
Computer	9057234	GX270T	3S3Y441	I
Computer	9057331	GX270T	CZB1441	I
Monitor	9057418	17" LCD	MX-02Y311-47605-426-A8P8	I
Monitor	9057965	17" LCD	CN-02Y315-71618-3B0-ABHM	I
Computer	9058063	GX260T	2S82L21	I
Computer	9058107	GX270T	D3G8831	I
Computer	9058109	GX270T	44G8831	I
Monitor	9058165	17" LCD	MX-08R339-47605-374-AQLE	I
Monitor	9058222	17" LCD	MX-02Y311-47605-39A-AT9K	I
Computer	9058233	GX270T	BKMJH31	I
Computer	9058268	GX270T	J2KJJ31	I
Computer	9058270	GX270T	22KJJ31	I
Computer	9058271	GX270T	G2KJJ31	I
Computer	9058272	GX270T	63KJJ31	I
Computer	9058273	GX270T	82KJJ31	I
Computer	9058274	GX270T	23KJJ31	I
Computer	9058279	GX270T	42KJJ31	I
Computer	9058465	GX270T	F7Q4M31	I
Computer	9058506	GX270T	37WYQ31	I
Computer	9058524	GX270T	4Y9RS31	I
Computer	9058563	GX270T	3P0QV31	I
Computer	9058598	GX270T	J9N4X31	I
Computer	9058731	GX270T	BDB1441	I
Computer	9058735	GX270T	CHB1441	I
Computer	9058796	GX270T	9K51441	I
Computer	9058797	GX270T	2M51441	I
Computer	9058843	GX270T	CY51441	I
Computer	9058851	GX270T	9M61441	I
Computer	9058852	GX270T	GV61441	I
Computer	9058898	GX270T	GTNR441	I
Monitor	9059435	17" LCD	CN-04Y463-48220-49T-00C7	I
Monitor	9060268	17" LCD	CN-0Y4299-71618-58E-CB3J	I
Monitor	9060450	17" LCD	CN-0Y4299-71618-5A6-ALTP	I
Monitor	9060451	17" LCD	CN-0Y4299-71618-5A6-ALYA	I
Monitor	9060452	17" LCD	CN-0Y4299-71618-5A6-ALTE	I
Monitor	9060453	17" LCD	CN-0Y4299-71618-5A6-ALXX	I
Monitor	9060535	17" LCD	CN-0Y4299-71618-5A6-AAZA	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Monitor	9060541	17" LCD	CN-0J6642-71618-5B1-AMXV	I
Monitor	9060595	17" LCD	CN-0J6642-71618-5B8-ALHY	I
Computer	9060933	GX280	8QBRP71	I
Computer	9060934	GX280	7QBRP71	I
Monitor	9064504	17" LCD	CN-0CC352-64180-62E-0XJL	I
Computer	9064615	GX620MT	86L8NB1	I
Monitor	9065624	17" LCD	CN-0CC388-71618-7A6-AQQC	I
Monitor	9069509	17" LCD	CN-0CC352-64180-692-05RS	I
Monitor	9069549	17" LCD	CN-0CC352-64180-692-08WS	I
Monitor	9069554	17" LCD	CN-0CC352-64180-692-079S	I
Monitor	9078055	17" LCD	no s/n	I
Monitor	9055514 I	17" LCD monitor	MY-0H6304-47603-4BM-AF6U	I
Monitor	9055519 I	17" LCD monitor	MY-0H6304-47603-4BM-AF6R	I
Computer	9058069 A	P4/2.40 (GX270T)	42G8831	I
Computer	9058071 A	P4/2.40 (GX270T)	H3G8831	I
Computer	9058073 A	P4/2.40 (GX270T)	D5G8831	I
Computer	9058075 A	P4/2.40 (GX270T)	23G8831	I
Computer	9058077 A	P4/2.40 (GX270T)	B1G8831	I
Computer	9058079 A	P4/2.40 (GX270T)	75G8831	I
Computer	9058081 A	P4/2.40 (GX270T)	F2G8831	I
Computer	9058085 A	P4/2.40 (GX270T)	45G8831	I
Computer	9058087 A	P4/2.40 (GX270T)	61G8831	I
Computer	9058091 A	P4/2.40 (GX270T)	93G8831	I
Computer	9058095 A	P4/2.40 (GX270T)	12G8831	I
Computer	9058097 A	P4/2.40 (GX270T)	63G8831	I
Computer	9058099 A	P4/2.40 (GX270T)	G4G8831	I
Computer	9058101 A	P4/2.40 (GX270T)	25G8831	I
Computer	9058103 A	P4/2.40 (GX270T)	B2G8831	I
Computer	9058105 A	P4/2.40 (GX270T)	F1G8831	I
Monitor	9070075 I	17" LCD monitor	CN-0CC352-64180-71G-17TL	I
Monitor	9070076 I	17" LCD monitor	CN-0CC352-64180-71G-185L	I
Monitor	9070077 I	17" LCD monitor	CN-0CC352-64180-71G-2D7L	I
Computer	9055940	DHM	GJXP671	P
Computer	9055762	DHM	F579P61	P
Computer	9055172	DHM	95WJ061	P
Computer	9055178	DHM	96WJ061	P
Computer	9055684	DHM	C96HK61	P
Computer	9055699	DHM	4G6HK61	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9055165	DHM	G5WJ061	P
Computer	9055692	DHM	796HK61	P
Computer	9055765	DHM	G579P61	P
Computer	9055173	DHM	FCWJ061	P
Computer	9055175	DHM	26WJ061	P
Computer	9055179	DHM	36WJ061	P
Computer	9055505	DHM	DNLGK61	P
Computer	9055761	DHM	2679P61	P
Computer	9055696	DHM	9H6HK61	P
Computer	9055498	DHM	GQLGK61	P
Computer	9055766	DHM	5579P61	P
Computer	9055556	DHM	814HK61	P
Computer	9055763	DHM	B579P61	P
Computer	9055694	DHM	J96HK61	P
Computer	9055532	DHM	3Y3HK61	P
Computer	9055688	DHM	5C6HK61	P
Computer	9055682	DHM	DC6HK61	P
Computer	9055555	DHM	624HK61	P
Computer	9055480	DHM	2W1hk61	P
Cappuccino Machine	9071680	CTS2	06/3/40-004425	P
Cappuccino Machine	9071681	CTS2	06/3/40-00428	P
Desks (2)	---	---	---	P
File Rack	---	---	---	P
Standing Weight Scale	9023965	---	---	P
Computer Table	9025843	---	---	P
Computer Table	9025844	---	---	P
Computer	9046804	6000	12098706P	I
Computer	9033409	A21M	78-LXB46	I
Monitor	9055952	1704	CN-OK5516-71618-52R-ADTZ	I
Monitor	9055949	1704	CN-OK5516-71618-52R-ACL3	I
Monitor	9055951	1704	CN-OK5516-71618-52R-AETJ	I
Monitor	9055950	1704	CN-OK5516-71618-52R-EX5X	I
Monitor	9019009	CT-1383Y	MB30640533	I
Monitor	---	AG-513	B2AB10998	I
Printer	9053289	C8932A	MY22G1S2NS	I
Misc Electronics (1 box)	---	---	---	I
Monitor	9045194	M781P	MX-0957VU-47801-11B-H13N	I
Computer	9045209	MMP	D7D2C01	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9055947	DCTR	3PKJ071	I
Computer	9055948	DCTR	1PKJ071	I
Computer	9055946	DCTR	HNKJ071	I
Computer	9055945	DCTR	DNKJ071	I
Computer	9049727	DHM	DYFKP31	I
Computer	9045842	DHM	4YD0U51	I
Computer	9055168	DHM	76WJ061	I
Computer	90557685	DHM	72JRF41	I
Fax machine	2000705	UF-127	380121436	I
Printer	9023185	C3980A	USCD041202	I
Desk	9019701	—	—	P
File Cabinet	—	—	—	P
File Cabinet	—	—	—	P
Thorax Phantom	9085920	—	—	P

8. Authorization to Enter Into Standard Telecourse Agreements

Subject	8.01 CCC - Authorization to Enter Into Standard Telecourse Agreements
Meeting	Dec 14, 2011 - Regular Meeting
Category	8. 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.

ANTHROPOLOGY: THE FOUR FIELDS

Frederick Community College (MD)

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

CHILD DEVELOPMENT: STEPPING STONES

Consortium of Distance Education (NJ)

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

Consortium of Distance Education (NJ)

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

Texas Consortium for Educational Telecommunications (TX)

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

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

Frederick Community College (MD)

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

CYCLES OF LIFE: EXPLORING BIOLOGY

Consortium of Distance Education (NJ)

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

DOLLARS & SENSE: PERSONAL FINANCE FOR THE 21ST CENTURY

Consortium of Distance Education (NJ)

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

Texas Consortium for Educational Telecommunications (TX)

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

FACES OF CULTURE – REVISED

Consortium of Distance Education (NJ)

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

INTERMEDIATE ALGEBRA: MODELING THE WORLD

Consortium of Distance Education (NJ)

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

PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN

Frederick Community College (MD)

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

University of Alaska Southeast - Ketchikan (AK)

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

PSYCHOLOGY: THE HUMAN EXPERIENCE

Texas Consortium for Educational Telecommunications (TX)

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

TRANSITIONS THROUGHOUT THE LIFE SPAN

Lorain County Community College (OH)

Term of Agreement: September 1, 2010 – August 31, 2013

Texas Consortium for Educational Telecommunications (TX)

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 \(535 KB\)](#)

9. Approval of Clinical Contracts

Subject	9.01 OCC - Clinical Contracts
Meeting	Dec 14, 2011 - Regular Meeting
Category	9. 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.)

NEW

Beach Family Dentistry
Huntington Beach, CA
Term: December 15, 2011 to December 1, 2016
Compensation: None
Standard Clinical Affiliation Agreement

DeLorme, John DDS
South Orange Coast Dental Group
Mission Viejo, CA
Term: December 15, 2011 to December 1, 2016
Compensation: None
Standard Clinical Affiliation Agreement

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.

10. Approval of Standard Agreements

Subject	10.01 CCC – Standard Agreements (Scope of Work)
Meeting	Dec 14, 2011 - Regular Meeting
Category	10. Approval of Standard Agreements
Access	Public
Type	Consent

Approve District Standard Scope of Work #2011-56 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2011-56 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the half-day course entitled Bolting Up. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$12,750 income from Chevron Products Company payable upon completion of project deliverables.

Approve District Standard Scope of Work #2011-57 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2011-57 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the Low Voltage Switchgear – Phase 2 workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$92,000 income from Chevron Products Company payable upon completion of project deliverables.

Approve District Standard Scope of Work #2011-58 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2011-58 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for SRU-73 Phase 2 – Pre-Class Assignments. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$38,250 income from Chevron Products Company payable upon completion of project deliverables.

Approve District Standard Scope of Work #2011-59 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2011-59 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the Electrical Distribution and Safe Work Practices for Operations course. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$25,500 income from Chevron Products Company payable upon completion of project deliverables.

Subject	10.02 GWC - Standard Agreements
Meeting	Dec 14, 2011 - Regular Meeting
Category	10. Approval of Standard Agreements
Access	Public
Type	Consent

Approve Standard Agreement with Golden West College Foundation for Providing Activities which are an Integral Part of the Educational Programs of the College

After review by the College President it is recommended by the Chancellor that the Board approve the standard agreement between Golden West College Foundation and the Coast Community College District for providing activities which are an integral part of the educational programs of the College, from December 15, 2011 through June 30, 2016. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$300 annually for facilities and operational expenses from Foundation funds.

Subject **10.03 OCC - Standard Agreements**
Meeting Dec 14, 2011 - Regular Meeting
Category 10. Approval of Standard Agreements
Access Public
Type Discussion

Approve Agreement between Orange County Head Start Inc. and the Coast Community College District for the Purpose of Offering Feeding the Young Child (FN 145)/Life Cycle Nutrition: Children Program.

Background: Orange County Head Start Inc. asked Orange Coast College to offer instruction in Feeding the Young Child (FN 145)/Life Cycle Nutrition: Children program as requested by the Orange County Head Start Inc.

Goal/Purpose: To offer instruction in "Feeding the Young Child" (FN 145) /Life Cycle Nutrition: Children program as requested by the Orange County Head Start Inc. from January 26 through May 30, 2012.

Comments: Reviewed by Risk Services

Recommendation Statement: After review by the College President it is recommended by the Chancellor that the Board approves the Agreement between Orange County Head Start Inc. and the Coast Community College District for the purpose of offering a 15 hour "Feeding the Young Child" (FN 145) non-FTE generating class for the Head Start program. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: OCC Community Education to receive \$2,475 revenue for this contract.

11. Authorization for Purchase of Institutional Memberships

Subject	11.01 DIS - Institutional Memberships
Meeting	Dec 14, 2011 - Regular Meeting
Category	11. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

RENEWAL

Name and Acronym: Equal Employment Diversity & Equity Consortium. (EEDEC)

Term of Membership: August 2011- July 2012

Cost: \$250.00 Staff Diversity Funds

Purpose: Membership provides District Human Resources staff with access to current trends, laws, and training, relating to all aspects of equal employment opportunity. EEDEC provides a forum for networking with other human resource professionals for improving personnel related services regarding diversity and equity in employment practices.

Name and Acronym: National Asian Pacific Islander Council (NAPIC)

Term of Membership: 2011-2012

Cost: \$750.00

Purpose: Membership will improve access to quality education for Asian/Pacific Islanders in the United States, and develop collaborative efforts with other segments of higher education communities. Annual membership dues are \$200.00 per college and \$150.00 for district site.

Name and Acronym: Huntington Beach Chamber of Commerce

Term of Membership: December 1, 2011 – December 1, 2012

Cost: \$319

Purpose: Membership in this organization provides an opportunity to network and foster relationships within the Huntington Beach Chamber of Commerce community.

Subject **11.02 CCC – Institutional Memberships**
Meeting Dec 14, 2011 - Regular Meeting
Category 11. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

RENEWAL

Name and Acronym: American Association for Paralegal Education (AAfPE)

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

Cost: \$450

Purpose: Continued membership is necessary for the Paralegal program's accreditation approval.

Name and Acronym: American Association of Community Colleges (AACC)

Term of Membership: January 1 – December 31, 2012

Cost: \$8,680.00 (includes \$50 Presidents' Academy Fee in addition to base dues of \$8,630.00)

Purpose: This national organization serves as the college's link with the national movement of community colleges through various committees, services and lobbying efforts.

Name and Acronym: Learning Ally (formerly known as *Recording for the Blind and Dyslexic (RFB&D)*)

Term of Membership: December 11, 2011 – December 10, 2012

Cost: No Cost. (The cost of the District's membership is being paid by the State Chancellor's Office.)

Purpose: Membership keeps Coast Community College in compliance with State and Federal laws for students with disabilities.

Subject	11.03 GWC - Institutional Memberships
Meeting	Dec 14, 2011 - Regular Meeting
Category	11. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

RENEWAL

Name and Acronym: California Organization of Associate Degree Nursing Programs-South (COADN)

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

Cost: \$100

Purpose: Allows access to network statewide with other ADN Programs, Nursing Directors, review program updates, resource material, and conferences.

Name and Acronym: California Community College Men's Volleyball Coaches Association (CCCMVCA)

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

Cost: \$100

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

Name and Acronym: American Association of Community Colleges (AACC)

Term of Membership: January 1 – December 31, 2012

Cost: \$12,260.00 (includes \$50 Presidents' Academy Fee in addition to base dues of \$12,210)

Purpose: This national organization serves as the college's link with the national movement of community colleges through various committees, services and lobbying efforts.

Subject **11.04 OCC - Institutional Memberships**
Meeting Dec 14, 2011 - Regular Meeting
Category 11. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

NEW

Name and Acronym: Joint Review Committee on Education in Diagnostic Medical Sonography
Term of Membership: 2011 - 2012
Cost: \$1200
Purpose: This is required for the accreditation of the Diagnostic Medical Sonography program.

RENEWAL

Name and Acronym: American Association of Community Colleges (AACC)
Term of Membership: January 1 – December 31, 2012
Cost: \$15,040.00 (includes \$50 Presidents' Academy Fee in addition to base dues of \$14,990)
Purpose: This national organization serves as the college's link with the national movement of community colleges through various committees, services and lobbying efforts.

REVISION FROM PREVIOUS BOARD ACTION

Name and Acronym: Community College Public Relations Organization (CCPRO)
Term of Membership: July 1, 2011- July 31, 2012
Cost: *Revised to \$175*
Purpose: Resources support the Communications and Marketing Department in their communication efforts. CCPRO offers events focused on idea reaching specific target audiences as well as the opportunity to participate in award competitions.
Previous Board Action: 7/20/11

Name and Acronym: National Council for Marketing and Public Relations Organization (NCMPR)
Term of Membership: July 1, 2011- July 31, 2012
Cost: *Revised to \$250*
Purpose: NCMPR hosts national and regional conference, plus special professional development activities for marketing, public relations, and graphics at community colleges nationwide. Includes subscription to Counsel Magazine (for Community College Marketing professionals) as well as the opportunity to participate in all events, and award competitions.
Previous Board Action: 7/20/11

12. Authorization for Off-Campus Assignments

Subject **12.01 OCC - Off Campus Assignments**
Meeting **Dec 14, 2011 - Regular Meeting**
Category **12. Authorization for Off-Campus Assignments**
Access **Public**
Type **Consent**

Name: Kathryn Mueller

Title: Dean, Student Services

Organization: National Association of Student Personnel Administrators (NASPA)/Student Affairs Administrators in Higher Education Board of Directors

Assignment: Chair of the Community College Advisory Board

Term: March 2012- March 2014

13. Authorization for Community Activities

Subject	13.01 GWC - Community Activities
Meeting	Dec 14, 2011 - Regular Meeting
Category	13. Authorization for Community Activities
Access	Public
Type	Consent

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

The following not for credit programs will be offered by Community Services throughout fall 2011 and spring 2012. The presenters will be paid a flat fee or on a fee-split based on actual enrollment. (P) = per participant (F) = flat rate

Professional Experts

PATHOLOGY I, 20 hours, January 3 – June 30, 2012. Presenter Nancy E. Balstad to receive \$74 per participant.

Participant Fee: \$160. (P) First offered in 2007.

PATHOLOGY II, 20 hours, January 3 – June 30, 2012. Presenter Nancy E. Balstad to receive \$74 per participant.

Participant Fee: \$160. (P) First offered in 2008.

INTERMEDIATE RIGHT BRAIN DRAWING, 14 hours, January 3 – June 30, 2012. Presenter Patrick Gagne to receive \$33 per participant.

Participant Fee: \$84. (P) First offered in 2010.

USUI/TIBETAN REIKI, 12 hours, January 3 – June 30, 2012. Presenter Anthony Giuffreda to receive \$70 per participant.

Participant Fee: \$152 and \$15 Material Fee. (P) New offering.

HOLISTIC AROMATHERAPY II: ADVANCED BLENDING, 6 HOURS, January 3 – June 30, 2012. Presenter Deborah Halvorson to receive \$27 per participant.

Participant Fee: \$66 and \$15 Material Fee. (P) New offering.

CHINESE FACE READING, 3 HOURS, January 3 – June 30, 2012. Presenter Julia Gentry Johnson to receive \$15 per participant.

Participant Fee: \$40. (P) New offering.

FENG SHUI: THE ART OF CHINESE ENVIRONMENTAL DESIGN, 4 hours, January 3 – June 30, 2012. Presenter Julia Gentry Johnson to receive \$20 per participant.

Participant Fee: \$50. (P) First offered in 2006.

BEGINNING CLASSICAL AND SPANISH GUITAR, 12 hours, January 3 – June 30, 2012. Presenter Michael Higgins to receive \$43 per participant.

Participant Fee: \$104 and \$15 material fee. (P) New offering.

BACHATA DANCE CAMP, 4 hours, January 3 – June 30, 2012. Presenter Rita Kyselka to receive \$9 per participant.

Participant Fee: \$28. (P) First offered in 2011.

EAST COAST SWING DANCE CAMP, 4 hours, January 3 – June 30, 2012. Presenter Rita Kyselka to receive \$9 per participant.

Participant Fee: \$28. (P) New offering.

WEST COAST SWING INTERMEDIATE DANCE CAMP, 4 hours, January 3 – June 30, 2012. Presenter Rita Kyselka to receive \$9 per participant.

Participant Fee: \$28. (P) New offering.

CRANIOSACRAL THERAPY: APPLICATION TO TMJ, 6 hours. January 3 – June 30, 2012. Presenter Jill Mabry to receive \$30 per participant.

Participant Fee: \$73 and \$15 Material Fee. (P) New offering.

INTRODUCTION TO CRANIOSACRAL THERAPY, PART II, 6 hours. January 3 – June 30, 2012. Presenter Jill Mabry to receive \$30 per participant.

Participant Fee: \$73 and \$15 Material Fee. (P) New offering.

MAKE YOUR OWN GLASS AND METAL PENDANT, 6 hours. January 3 – June 30, 2012. Presenter Jennifer Monroe to receive \$54 per participant.

Participant Fee: \$120 and \$12 Material Fee. (P) New offering.

CREATE UNIQUE JEWELRY: ADVANCED WIRE WRAPPING, 3.5 hours. January 3 – June 30, 2012. Presenter Teresa Rodriguez to receive \$21 per participant.

Participant Fee: \$52 and \$30 Material Fee. (P) New offering.

ESSENTIAL LYMPHATIC PERFORMANCE™, 16 hours, January 4 – June 30, 2012. Presenter Teresa Rogers to receive \$108 per participant.

Participant Fee: \$229. (P) First offered in 2010

SABAI THAI™ – TRADITIONAL THAI MASSAGE: TABLE THAI FOR THE SPA™, 16 hours, January 4 – June 30, 2012.

Presenter Teresa Rogers to receive \$108 per participant.

Participant Fee: \$229. (P) First offered in 2011

NATURAL AND INEXPENSIVE WAYS TO SLOW THE AGING PROCESS, 6 hours, January 3 – June 30, 2012. Presenter Nikole Seals to receive \$32 per participant.

Participant Fee: \$76 and \$5 Material Fee. (P) New offering.

T'AI CHI/QIGONG: CORE, JOINT AND BACK HEALTH, 12 hours, January 3 – June 30, 2012. Presenter Diana Shakarian to receive \$37 per participant.

Participant Fee: \$92. (P) First offered in 2009.

INTRODUCTION TO PREGNANCY MASSAGE FOR BODYWOKERS, 6 hours, January 3 – June 30, 2012. Presenter Gretchen Thomas to receive \$27 per participant.

Participant Fee: \$64 and \$5 Material Fee. (P) First offered in 2005.

LANDSCAPE/GARDEN DESIGN, 9 hours, January 3 – June 30, 2012. Presenter Franklin Yee to receive \$37 per participant.

Participant Fee: \$91. (P) First offered in 1999.

Revisions to Previous Board Action

MEDICAL SPANISH, 8 hours, January 3 – June 30, 2012. Presenter Murnez Blades to receive \$28 per participant.

Participant Fee: \$72 and \$10 Material fee. (P)

(Revision is to change fee and add material fee. Previous Board action: May 4, 2011.)

CAREGIVERS HANDS, 9 HOURS, January 3 – June 30, 2012. Presenter Johnnette du Rand Kelly to receive \$41 per participant.

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

(Revision is to change course title. Previous Board action: September 21, 2011.)

ONCOLOGY MASSAGE WORKSHOP, 24 hours, January 3 – June 30, 2012. Presenter Johnnette du Rand of Greet The Day, to receive \$218 per participant for general participants and \$180.50 per participant for current GWC massage participants or nursing students.

Participant Fee: \$450/general and \$375/current GWC massage participant or nursing student. (P)

(Revision is to change number of hours and fee. Previous Board action: July 20, 2011.)

HATHA YOGA, 15 hours, January 3 – June 30, 2012. Presenter Nancy Hemp to receive \$42 per participant.

Participant Fee: \$102. (P)

(Revision is to change number of hours and fee. Previous Board action: July 20, 2011.)

ZUMBA, 6 hours, January 3 – June 30, 2012. Presenter Ana Lopez to receive \$20 per participant.

Participant Fee: \$58. (P)

(Revision is to change fee. Previous Board action: May 4, 2011.)

INTRODUCTION TO CRANIOSACRAL THERAPY, 12 hours, January 3 – June 30, 2012. Presenter Jill Mabry to receive \$58 per participant.

Participant Fee: \$133 and \$25 Material Fee. (P)

(Revision is to change fee. Previous Board action: May 4, 2011.)

HATHA YOGA, 12 hours, January 3 – June 30, 2012. Presenter Diane Pavesic to receive \$32 per participant.

Participant Fee: \$82. (P)

(Revision is to change number of hours and fee. Previous Board action: July 20, 2011.)

CREATE UNIQUE JEWELRY, 2.5 hours, January 4 – June 30, 2012. Presenter Teresa Rodriguez to receive \$19.50 per participant.

Participant Fee: \$49 and \$22 Material Fee. (P)

(Revision is to change the material fee. Previous Board action: July 20, 2011.)

T'AI CHI/QIGONG, 12 hours, January 3 – June 30, 2012. Presenter Diana Shakarian to receive \$37 per participant.

Participant Fee: \$92. (P)

(Revision is to course change title. Previous Board action: July 20, 2011.)

SAT PREPARATION SEMINAR, 22 hours, January 3 – June 30, 2012. Presenter Alpha Learning Center, LLC/Sylvan Learning to receive \$225 per participant.

Participant Fee: \$285. (P)

(Revision is to change number of hours. Previous Board action: July 20, 2011.)

Subject	13.02 OCC - Community Activities
Meeting	Dec 14, 2011 - Regular Meeting
Category	13. Authorization for Community Activities
Access	Public
Type	Consent

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of December 15, 2011 – June 30, 2012. The presenter will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

PROFESSIONAL EXPERT

BALLOONING FOR FUN AND BIRTHDAYS, Fee \$29 plus \$15 materials fee payable to presenter, 3 hours. Presenter: Dale Hoerth. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees.

CHEMICAL AGENTS (PEPPER SPRAY/MACE) FOR SECURITY OFFICERS, PRIVATE INVESTIGATORS & PROCESS SERVERS, Fee \$50 plus \$25 materials fee payable to presenter, 4 hours. Presenter: Sal Hanna. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees.

DIGITAL PORTFOLIO AND MARKETING DEVELOPMENT WORKSHOP, Fee \$99, 10 hours. Presenter: Natasha Shoro. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees.

DISCRIMINATION IN THE WORKPLACE, Fee \$40, 3 hours. Presenter: Ryan Giffen. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fee. Source of Funding: Community Education registration fees.

EDITING & REVISING YOUR OWN ESSAY: A WRITING WORKSHOP FOR HIGH SCHOOL STUDENTS, Fee \$40, 3 hours. Presenter: Hans Quinonez. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees.

EMERGING ISSUES IN THE WORKPLACE-PRIVACY, HEALTH CARE, SOCIAL MEDIA, Fee \$40, 3 hours. Presenter: Ryan Giffen. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees.

FIREPLACE TOOLS WORKSHOP, Fee: \$190 plus \$55 materials fee payable to presenter, 12 hours. Presenter: Leland Means. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P) Source of Funding: Community Education registration fees.

GENEOLOGY 101 – FIRST STEPS TO DISCOVERING YOUR FAMILY HERITAGE, Fee: \$59 plus \$10

materials fee payable to presenter, 16 hours. Presenter: Dennis Davino. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P) Source of Funding: Community Education registration fees.

HOW TO PAY FOR COLLEGE WITHOUT GOING BROKE!, Fee \$30 plus \$5 materials fee payable to presenter, 2 hours. Presenter: Sue Maghy. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees.

LEARN TO PLAY GUITAR IN A DAY!, Fee \$69 plus \$30 materials fee payable to presenter, 5 hours. Presenter: Marlene Hutchinson. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees.

LEARN TO PLAY GUITAR IN A DAY! - II, Fee \$20, 1.5 hours. Presenter: Marlene Hutchinson. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees.

PAINTING WITH WATER MEDIA-MIXED MEDIA REALISTIC TO ABSTRACT, Fee \$99 plus \$3 materials fee payable to presenter, 10 hours. Presenter: Natasha Shoro. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees.

SEXUAL HARASSMENT TRAINING & CERTIFICATION - AB1825, Fee \$40, 3 hours. Presenter: Ryan Giffen. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees.

SMALL BUSINESS BOOKKEEPING AND TAXES, Fee \$99, 18 hours. Presenter: Felix Famolaro. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees.

THE EMPLOYEE HANDBOOK: DO I REALLY NEED ONE?, Fee \$40, 3 hours. Presenter: Ryan Giffen. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees.

14. Authorization for Sailing Program

Subject	14.01 OCC - Sailing Program
Meeting	Dec 14, 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 December 15, 2011 – December 31, 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.

NEW BOARD ITEMS

SEAMANSHIP COURSES

ALL ABOUT ANCHORING, Fee \$45, 3 hours
CATALINA ISLAND CRUISING SEMINAR, Fee \$45, 2.5 hours
CHANNEL ISLANDS CRUISING SEMINAR, Fee \$50, 2.5 hours
FIRST AID & CPR, Fee: \$75, 8 hours
IN-TUNE SAIL RIGGING SEMINAR-PART 1; Fee: \$45, 3 hours
IN-TUNE SAIL RIGGING SEMINAR-PART 2; Fee: \$325, 3 hours
PLAN TO ALWAYS BE ON AN EVEN KEEL, Fee: \$15 single/\$20 couple, 2 hours
SURVIVING TOGETHERNESS, Fee: \$15 single/\$20 couple, 2 hours
THINGS YOU NEVER KNEW YOU NEEDED TO KNOW, Fee: \$15 single/\$20 couple, 2 hours
KELPIE GOES TO TAHITI, Fee: \$15 single/\$20 couple, 2 hours
CAPE HORN TO SOUTH GEORGIA ISLAND, Fee: \$15 single/\$20 couple, 2 hours
FROM BOYS 2 MEN, Fee: \$15 single/\$20 couple, 2 hours

PRESENTERS: Brad Avery, Marc Hughston, Karen Prioleau, David Lee, Armando Eason, Debbie Dunne, Zuzana Prochazka, Laurie & Carole Pane, Ernie Minney John Koon, Marshall Lubin(F)

SPECIAL EVENTS

2012 Boat Shows – Fred Hall Fishing & Boat Show, Newport Boat Show, Lido Yacht Expo, Dana Point Boat Show, Strictly Sail Pacific, Family Expo

Date: TBA - March to October, 2012

Department: Sailing Center

Purpose: To promote sailing center programs, professional mariner's program, Alaska Eagle voyages and program donations.

Cost/Purpose/Funding Source: Expenses \$2,500 for show fees, display materials, transportation, lodging and meal expenses for approved staff and volunteers from Sailing Center or Foundation funds.

Operation of OCC Foundation Owned Vessels

Date: Jan 1-Dec 31, 2012

Department: Sailing Center

Purpose: OCC Sailing staff to operate OCC Foundation owned vessels for the purpose of repair, fueling, training, vessel orientation, department events and sea trials.

Cost/Purpose/Funding Source: \$1,000 for supplies and lunches to be paid from Sailing Center or Foundation funds.

Professional Mariner Program Advisory Committee Meeting

Date: TBA - Spring 2012

Department: Sailing Center

Purpose: Review Professional Mariner Program progress, equipment needs and future development with advisory committee

Cost/Funding Source: \$500 for materials and lunch from Sailing Center or Foundation funds.

OCC Men's Crew Winter & Spring Training Camps

Dates & Location

January 4-28, 2012 @ OCC Boathouse

April 26-30, 2012 @ OCC boathouse

Department: PE/Athletics

Cost/Purpose/Funding Source: \$200 for food from ancillary acct #5304

OCC Men's Crew – US Jr. National Team Identification Camp

Location: OCC Boathouse/Newport Harbor

Date: January 29, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: No cost to the district

OCC Men's Crew Alumni Row & Dinner

Location: OCC Boathouse

Date: Sat-Sun, March 16-17, 2012

Department: PE/Athletics

Purpose: To honor crew and crew alumni

Cost/Funding Source: \$1,000 for food from ancillary acct #5304

OCC Men's Crew Awards Banquet

Location: OCC Boathouse

Date: May 19, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: \$1,000 for food from ancillary acct #5304

OCC Men's Crew – US23 Small Boat National Team Camp

Location: OCC Boathouse/Newport Harbor

Date: June 25-27, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: No cost to the district

OCC Women's Crew Garage Sale Fundraiser

Location: TBD

Date: Sat-Sun, January 14-15, 2012

Department: PE/Athletics

Purpose: To raise funds for the team.

Cost/Purpose/Funding Source: No cost to the district

OCC Women's Crew/Alumni Harbor Cruise & Alumni row

Location: OCC Boathouse/Newport Harbor

Date: Sat-Sun, March 3-4, 2012

Department: PE/Athletics

Purpose: To honor crew and crew alumni.

Cost/Funding Source: \$1,000 for food from ancillary acct #5304

OCC Women's Crew/Parents Learn to Row Fundraiser

Location: OCC Boathouse/Newport Harbor

Date: Sat, March 10, 2012

Department: PE/Athletics

Purpose: To raise funds for the team by teaching parents how to row.

Cost/Purpose/Funding Source: No cost to the district

OCC Women's Crew Banquet

Location: OCC Boathouse

Date: May 5, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: \$1,000 for food from ancillary acct #5304

STUDENT TRIPS

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: Field Trips for Professional Mariner Students enrolled in MARA A151 through A157

Location: TBD

Dates: Jan 20 – May 28, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: No cost as facilities will be provided by each Maritime Company. The purpose is to offer the students a direct experience of being a professional mariner and observe maritime operations.

Funding Source is not applicable.

Transportation: District bus or students will provide own transportation.

Conference/Activity: Women's Crew- Team Building Trip

Location: La Jolla State Park/Beach- San Diego, CA

Date: January 7, 2012

Department: OCC Physical Education & Athletics

Purpose: Team hike for members of the OCC women's crew.

Cost/Funding Source: N/A

Transportation: District vehicles

OCC MEN'S CREW

OCC Men's Crew Scrimmage and Regattas

Location & Dates:

Scrimmage w/UCSD - Feb 18, 2012 @ USCD, Mission Bay – San Diego/

Scrimmage w/UCLA - March 1, 2012 @ UCLA, Marina del Rey

UCLA Dual Race - March 24, 2012 @ UCLA, Marina del Rey

Newport Regatta - April 7, 2012 @ OCC Boathouse

CSULB/Chapman Race (tentative) April 14-15, 2012 @ OCC Boathouse

Department: PE/Athletics

Cost/Purpose/Funding Source: No cost to the college and no cost to participating students. Scrimmages and regatta are related to participation on the OCC Men's Crew Team.
Transportation: District and personal vehicles

OCC Men's Crew San Diego Crew Classic

Location: Mission Bay, San Diego, CA

Dates: Fri-Sun, March 30-April 1, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: \$3,000 for entry fees, travel, lodging and meals from ancillary acct #5304 and foundation funds.

Transportation: District Vehicles

OCC Men's Crew Stanford Invitational Regatta

Location: Redwood Shores, CA

Dates: Fri-Sun, April 13-15, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: \$3,000 for entry fees, travel, lodging and meals from ancillary acct #5304 and foundation funds.

Transportation: District Vehicles

OCC Men's Crew Western Intercollegiate Rowing Championships

Location: Sacramento, CA

Dates: Fri-Sun, April 27-29, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: \$5,000 for entry fees, travel, lodging and meals from ancillary acct #5304 and foundation funds.

Transportation: District Vehicles

OCC Men's Crew ECAC National Championships

Location: Worcester, MA

Dates: Thurs-Sun, May 10-13, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: \$15,000 for entry fees, travel, lodging and meals from ancillary acct #5304 and foundation funds.

Transportation: District vehicles, Air Travel, rental cars.

OCC Men's Crew Dad Vail Regatta (tentative)

Location: Philadelphia, PA

Dates: Thurs-Sun, May 10-13, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: \$15,000 for entry fees, travel, lodging and meals from ancillary acct #5304 and foundation funds.

Transportation: District vehicles, Air Travel, rental cars.

OCC Men's Crew ACRA Championships

Location: Lake Lanier, GA

Dates: Thurs-Sun, May 10-13, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: \$15,000 for entry fees, travel, lodging and meals from ancillary acct #5304 and foundation funds.

Transportation: District vehicles, Air Travel, rental cars.

OCC WOMEN'S CREW

OCC Women's Crew Scrimmage and Regattas

Location & Dates

Scrimmage w/UCSB – Jan 28, 2012 @ OCC Boathouse

Scrimmage w/UCI- Feb 4, 2012 @ OCC Boathouse

Scrimmage v/UC Davis – Feb 10-11, 2012 @ UC Davis, Sacramento

Scrimmage w/SDSU, USD, UCSD – Feb 25, 2012 @ Mission Bay, San Diego

Berg Cup – March 24, 2012 @ OCC Boathouse

Collins Cup - April 7, 2012 @ OCC Boathouse

Loyola Marymount Regatta – April 14, 2012 @ LMU, Marina del Rey

Department: PE/Athletics

Cost/Purpose/Funding Source: No cost to the college and no cost to participating students. Scrimmages and regatta are related to participation on the OCC Women's Crew Team.

Transportation: District and personal vehicles

OCC Women's Crew San Diego Crew Classic

Location: Mission Bay, San Diego, CA

Dates: Fri-Sun, March 30-April 1, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: \$1,000 for entry fees, travel, lodging and meals from ancillary acct #5304 and foundation funds.

Transportation: District Vehicles

OCC Women's Crew Western Intercollegiate Rowing Championships

Location: Sacramento, CA

Dates: Fri-Sun, April 27-29, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: \$3,000 for entry fees, travel, lodging and meals from ancillary acct #5304 and foundation funds.

Transportation: District Vehicles

OCC Women's Crew Dad Vail Regatta

Location: Philadelphia, PA

Dates: Thurs-Sun, May 10-13, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: \$5,000 for entry fees, travel, lodging and meals from ancillary acct #5304 and foundation funds.

Transportation: District vehicles, Air Travel, rental cars.

OCC Women's Crew/American Collegiate Rowing Championships

Location: tbd

Dates: Thurs-Sun, May 24-27, 2012

Department: PE/Athletics

Cost/Purpose/Funding Source: \$5,000 for entry fees, travel, lodging and meals from ancillary acct #5304 and foundation funds.

Transportation: District vehicles, Air Travel, rental cars.

15. Personnel Items

Subject	15.01 District - Personnel Items
Meeting	Dec 14, 2011 - Regular Meeting
Category	15. Personnel Items
Access	Public
Type	Discussion

- a. Authorization for Leaves of Absence
- b. Authorization for Schedule Changes, Classified Staff
- c. Authorization for Professional Experts
- d. Authorization for Monthly Travel Allowances

File Attachments

[Open.pdf \(22 KB\)](#)

PERSONNEL ITEMS

a. Authorization for Leaves of Absence

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

Faculty

Pizano, Veronica, GWC, Spanish Instructor, LOA/wop under the Family and Medical Leave Act of 1993, for the period 01/30/12 through 04/27/12, not to exceed the equivalent of 12 weeks in a 12 month period.

Pizano, Veronica, GWC, Spanish Instructor, 100% LOA/wop effective 04/30/12 to 05/27/12, for personal reasons.

Administrative Leaves

The following requests for administrative leave, as specified, are consistent with Board and District policy and procedures:

Niroumand, Madij, OCC, Interim, Associate Dean of Student Services, March and April 2012.

b. Authorization for Schedule Changes, Classified Staff

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

Temporary Schedule Changes

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Fisher, Carolyn	OCC	Course Assistant	75%	100%*	01/30/12	05/27/12

* Extending FTE increase.

Hours Over Contract On Call As Needed

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Jones, Jeffrey	CCC	Campus Security Officer	48.75%	HOC	11/28/11	06/30/12
Parsons, Jason	DIS	Programmer II	50%	HOC	12/02/11	06/30/12

c. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Orrill, Deborah, GWC, to assist with general management and support of the CBJT Grant activities and perform duties of sustainability coordinator, for the period 01/01/12 to 06/30/12, to be paid at \$100.00 per unit, 19.275 units per week for 26 weeks, compensation NTE \$50,115.00, funding source is CBJT 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.

Roda, Mary, OCC, to write, edit, research, and proofread for Communications & Marketing, for the period 01/02/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 7.692 units per week for 26 weeks,

compensation to be \$20,000.00, funding source is General Funds.

Snyder, Thomas J., CCC, to serve as the Project Facilitator for the Title III AANAPISI (Asian American Native American Pacific Islander Serving Institution) Grant through the Grant Development Department, for the period 01/01/12 to 03/31/12, to be paid by timecard at \$100.00 per unit, 10.417 units per week for 12 weeks, compensation to be \$12,500.00, funding source is Categorical Funds.

Valles, Martin T., CCC, to serve as an assistant in post production digitizing and logging video, stringing out video, and other duties as assigned for the new Public Speaking telecourse and converting files for Moodle and the database repository for Instructional Systems Development, for the period 01/10/12 to 07/09/12, to be paid by timecard at \$100.00 per unit, 6.25 units per week for 24 weeks, compensation NTE \$15,000.00, funding source is Telecourse Marketing Ancillary Funded Program.

Young, Gary J., CCC, to assist in developing, designing, coding, testing, debugging & documenting major complex computer programs, modules, subsystems or application, and maintain integrity and functionality of course management systems, for the period 01/10/12 to 04/09/12, to be paid by timecard at \$100.00 per unit, 12.917 units per week for 12 weeks, compensation to be \$15,501.00, funding source is Learning Technology Center General Funds.

The following OCC Professional Experts to assist in alcohol prevention program and health promotion, for the period 12/01/11 to 06/30/12, to be paid at \$100.00 per unit, 3.93 units per week for 28 weeks, compensation to be \$11,004.00, funding source is Alcohol Prevention Grant.

Greene, Kellyann
Kang, Gregory

Other Professional Experts

Blue, Rubie J., CCC, to provide Military Programs site representation and serve as test site administrator, for the period 12/15/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 4 units per week for 25, compensation to be \$10,000.00, funding sources is Ancillary Funded Program.

Chang, Sarah X., CCC, to design and present on-site and online informational workshops, facilitating and translating academic processes and performing other duties as assigned for CCC Education Bound US (EBUS) program, for the period 01/01/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 2.4 units per week for 25 weeks, compensation to be \$6,000.00, funding source is Ancillary Funded Program.

Herrera, Patrick D., CCC, to provide bilingual assessment services to the City of Costa Mesa, for the period 12/15/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 0.556 units per week for 27 weeks, compensation to be \$1,500.00, funding source is Ancillary Funded Program.

Lee, David M., CCC, to provide curatorial services for Coastline's Art Gallery, for the period 02/10/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 5 units per week for 20 weeks, compensation to be \$10,000.00, funding source is Art Gallery Ancillary Funds.

Roda, Mary. OCC, to write, edit, research, and proofread for 2012 Self Evaluation Report, for the period 01/03/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 3.08 units per week for 26 weeks, compensation to be \$8,000.00, funding source is General Funds.

Ruzzi, Nicholas A., DIST, to continue implementation and evaluation of ongoing applied CTE project for a high school course in partnership with Coastline Community College's Digital Media Arts program, as part of the SB70/SB1133 CTE Community Collaborative Year Four Grant, for the period 12/15/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 1.08 units per week for 28 weeks, compensation to be \$3,000.00, funding source is CTE Community Collaborative Year Four Grant.

Supple, Martin. DIST, to continue performing work related to the CTE Community Collaborative Workforce Innovation Partnership Grant projects, for the period 01/03/12 to 02/28/12, to be paid by timecard at \$100.00 per unit, 1.875 units per week for 8 weeks, compensation to be \$1,500.00, funding source is CTE Community Collaborative Workforce Innovation Partnership Grant.

Revision to Previous Board Action

Herrera, Patrick D., CCC, to provide ESL Curriculum development and training for not-for-credit Contract Education ESL training courses to Kingston Technology Company, Inc. employees, for the period 07/01/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 3.846 units per week for 52 weeks, increase compensation from \$15,000.00 to \$20,000.00 due to provision of additional not-for-credit Contract Education ESL training courses to Kingston Technology employees for the period of 01/01/12 to 06/30/12.

d. Authorization for Monthly Travel Allowances

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

GWC

Skille, Steven
Director of Financial Aid

\$35 per month

16. Authorization for Independent Contractors

Subject	16.01 CCC – Independent Contractors
Meeting	Dec 14, 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: Denise Cusano Instructional Design, Inc.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-58, SRU-73 Phase 2: Pre-class Assignments, \$30,600; SOW #2011-59, Electrical Distribution and Safe Work Practices for Operations, \$20,400.

Payment Schedule/Compensation: \$51,000 paid by percentage of completion of project deliverables broken down into five stages of completion.

Term of Agreement: December 15, 2011 – June 30, 2012

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

IC Name: Denise Cusano Instructional Design, Inc.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-56, Bolting Up, \$10,200; SOW #2011-57, Low Voltage Switchgear – Phase 2, \$53,600.

Payment Schedule/Compensation: \$63,800 paid by percentage of completion of project deliverables broken down into five stages of completion.

Term of Agreement: December 15, 2011 – June 30, 2012

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

IC Name: Ryther, Susan

Services: Instructional Design Services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-57, Low Voltage Switch Gear – Phase 2.

Payment Schedule/Compensation: \$20,000 upon completion of project deliverables broken down into five stages of completion.

Term of Agreement: December 15, 2011 – June 30, 2012

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

UNDER \$10,000

IC Name: Denise Cusano Instructional Design, Inc.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2010-38, Maintenance TRM Training Support.

Payment Schedule/Compensation: \$4,420 paid by percentage of completion of project deliverables broken down into five stages of completion.

Term of Agreement: December 15, 2011 – June 30, 2012

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

IC Name: Huntington Commercial Publications

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2010-28, New Supervisor Nuts & Bolts Training Workshop.

Payment Schedule/Compensation: \$1,000 paid by percentage of completion of project deliverables broken down into five stages of completion.

Term of Agreement: December 15, 2011 – June 30, 2012

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

REVISION TO PREVIOUS BOARD ACTION UNDER \$10,000

IC Name: Revitz, Darrin

Services: Recording scripted dialogue for the new Online Public Speaking course.

Payment Schedule/Compensation: Up to 20 voiceover dialogues @ \$40/each for a total revised contract of \$800. (Revision is to increase the total contract by \$400. Prior Board Approval: 8/17/11)

Term of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: ISD ancillary funds for Public Speaking course.

IC Name: Daymond, Robbie

Services: Recording scripted dialogue for the new Online Public Speaking course.

Payment Schedule/Compensation: Up to 16 dialogues @ \$50/each for a total revised contract of \$800. (Revision is to increase contract by \$720. Prior Board Approval: 7/20/11)

Term of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: ISD ancillary funds for Public Speaking course.

IC Name: Jimenez, Rodrigo

Services: Provide technical support services and IT consulting to the Irvine and Westminster Orange County One-Stop Centers. Provide assistance and professional consulting in the creation of collateral and outreach materials for specialized grants.

Payment Schedule/Compensation: \$2,000 paid as services rendered and upon receipt and approval of invoice.

Term of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: OC One – Stop Center funds

IC Name: Alca International Co., Ltd.

Services: Professional Vietnamese translation services for specialized grant NEG.

Payment Schedule/Compensation: \$150 paid as services rendered and upon receipt and approval of invoice.

Term of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: OC One – Stop Center funds

Subject **16.02 GWC - Independent Contractors**
Meeting Dec 14, 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: Meschuk, Cathy
Services: Grant writing services for the Golden West College Foundation
Payment Schedule/Compensation: \$15,000, to be paid \$50 per hour per monthly invoice
Term of Agreement: December 15, 2011 – June 30, 2012
Source of Funding: Foundation funds

UNDER \$10,000

IC Name: Cross, Cindy
Services: To provide restaurant coordination for Chefs for Scholarships event
Payment Schedule/Compensation: \$850, to be paid \$425 on February 1, 2012 and \$425 on September 16, 2012
Term of Agreement: December 15, 2011 – June 30, 2012
Source of Funding: Foundation funds

IC Name: Mazur, Eric
Services: Presenter for 16th Annual Health Occupations Educator Institute
Payment Schedule/Compensation: \$8,500, to be paid \$1,000 upon contract signing and \$7,500 on day of presentation per invoice submitted
Term of Agreement: April 1-3, 2012
Source of Funding: RHORC Trust or EWD grant Funds

IC Name: See below
Services: Musicians for theater performance "On the Cusp"
Payment Schedule/Compensation: \$3,625, to be paid \$200 each except where noted below, payable upon completion
Term of Agreement: November 19, 2011
Source of Funding: Theater Income Trust funds
Aarflot, Jostein
Cavadini-Goodwin, Ann
Charpie, Stephen K.
Dierl, Christopher Zbaren (\$425)
Gerhart, Dave
Greenfield, Laurence
Grishkoff, Linda
Grishkoff, Robert
Hare, Matt
Hutchison-Dierl, Cheri

Lambert, Regan
Muresan, Branden
Selezinka, Roman V.
Selezinka, Victoria
Siegel, Nicole
Velasco, Wendy

(Revision is to add Nicole Siegel and increase the total compensation. Previous Board action: 11/2/11.)

IC Name: Snauwaert, Kenneth

Services: Presenter for Artist in Residence Program

Payment Schedule/Compensation: \$485, to be paid upon completion

Term of Agreement: October 22-24, 2011

Source of Funding: Floral Design Trust funds, Floral Design Club funds, and Floral Design Foundation funds

(Revision is to increase the compensation from \$450. Previous Board action: 10/5/11.)

Subject **16.03 OCC - Independent Contractors**
Meeting Dec 14, 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: Adam, William

Services: for the purpose of providing marine coating maintenance and specialty repair services to OCC Sailing and OCC Foundation vessels

Payment Schedule/Compensation: To be paid \$30/hr upon submittal of invoice as work is completed.

Contract amount \$9,500 for term of Contract.

Term of Agreement: Dec 15, 2011-June 30, 2012

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

IC Name: Debt Collection Consultants

Services: Presenter for GET PAID FASTER – IMPROVE YOUR ACCOUNTS RECEIVABLES PROCESS,
Fee: \$59, 3 hours.

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: Community Education registration fees

IC Name: California State Mediation and Conciliation Service

Services: Conflict Resolution Mediation Services

Payment Schedule/Compensation: \$115 per hour to a total of \$1500; to be paid upon receipt of invoice

Terms of Agreement: January 3, 2012 to June 30, 2012

Source of Funding: Campus Administrative Services/Human Resource Funds

IC Name: Goldin, Anita

Services: Presenter for the COACHING CLINIC FOR MANAGERS class, **Fee:** \$199, 7 hours. (P)

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: Community Education registration fees

IC Name: Goldin, Anita

Services: Presenter for the COACHING FOR HEALTH CARE PROFESSIONALS class, **Fee:** \$199, 7 hours. (P)

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: Community Education registration fees

IC Name: Lothrigel, Jennifer

Services: Presenter for the CREATIVE DANCE-GROUP IMPROVISATION class, \$89 plus \$10 materials fee payable to presenter, 9 hours. (P)

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: Community Education registration fees

IC Name: Lothrigel, Jennifer

Services: Presenter for the CREATIVE DANCE-GROUP IMPROVISATION class, \$89 plus \$10 materials fee payable to presenter, 9 hours. (P)

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: Community Education registration fees

IC Name: Maillian, Jeffrey J. .

Services: To provide naval architect services and consultation for USCG certification of OCC Foundation vessel Nordic Star.

Payment Schedule/Compensation: To be paid \$110/hr upon submittal of invoice as work is completed.

Contract amount \$9,500 for term of Contract.

Term of Agreement: Dec 15, 2011-June 30, 2012

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

IC Name: Moger Yacht Transport & Boat Yard

Services: Transport of Sailing Center boats and donations.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$5,000 for term of Contract.

Term of Agreement: Dec 15, 2011-June 30, 2012

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

IC Name: Meriwether Diane

Services: Workshop presenter for Transformations Workshop

Payment Schedule/Compensation: Total Contract amount is \$200; to be paid upon submittal of invoice as work is completed

Term of Agreement: May 30, 2012

Source of Funding: to be paid from ASOCC funds

IC Name: MUSICSTAR

Services: Presenter for the CONDUCTOROBICS class, Fee: \$89, plus \$25 materials fee, 9 hours.

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payable to the presenter.

Terms of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: Community Education registration fees

IC Name: MUSICSTAR

Services: Presenter for the HAND DRUMMING class, Fee: \$89, plus \$15 materials fee, 12 hours.

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payable to the presenter.

Terms of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: Community Education registration fees

IC Name: Pash, Michael

Services: Presenter for the REJUVENATE YOUR RETIREMENT class, \$59 plus \$20 materials fee payable to presenter, 4 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of the materials fee payable to presenter.

Terms of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: Community Education registration fees

IC Name: Ramstedt and Associates

Services: Presenter for the LIFE LAUNCH FOR WOMEN RETREAT, Fee: \$69, plus \$5 materials fee, 5 hours.

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: Community Education registration fees

IC Name: Ramstedt and Associates

Services: Presenter for the ENCORE CAREERS – CALLING, PURPOSE, PASSION AND A PAYCHECK, Fee: \$79, 5 hours.

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: Community Education registration fees

IC Name: Spiers, John

Services: Presenter for DISTINGUISH YOURSELF: GET PAID TO TEACH & WRITE, Fee: \$79, 9 hours.

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: Community Education registration fees

IC Name: Spiers, John

Services: Presenter for IMPORTING AS A SMALL BUSINESS, Fee: \$95, 8 hours.

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: Community Education registration fees

IC Name: Sullivan, Patrick

Services: Presenter for the ART AND DESIGN SOLDERING BASICS class, Fee: \$79, plus \$25 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: December 15, 2011 – June 30, 2012

Source of Funding: Community Education registration fees

IC Name: Sukonick, David

Services: Videography services for Dance Dept.

Department: Visual and Performing Arts/ Dance

Payment Schedule/Compensation: Total Contract Amount \$3,500.

Term of Agreement: Dec. 15, 2011 to May 31, 2012

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

Subject	16.04 DIS - Independent Contractors
Meeting	Dec 14, 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: Dr. Jerome (Jerry) Hunter

Services: To facilitate a two-day Chancellor's Retreat with College Presidents on or about January-February 2012, schedules permitting, at a Coast Colleges site location.

Payment Schedule/Compensation: \$5,000 total for two days

Term of Agreement: January 3 – February 29, 2012

Source of Funding: Chancellor's Initiative Funds

17. Authorization for Professional Development Program

Subject **17.01 DIS - Authorization for Professional Development**
Meeting Dec 14, 2011 - Regular Meeting
Category 17. Authorization for Professional Development Program
Access Public
Type Consent

OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Seminar	Date	Amount
Cristina Arellano EOPS Outreach Technician CCC	BMGT 301 Dynamics of Group Behavior Azusa Pacific University	10/05/11 – 11/09/11	\$1,593.00
Cristina Arellano EOPS Outreach Technician CCC	BMGT 304 Organizational Analysis Azusa Pacific University	01/04/12 – 01/01/12	\$1,200.00
Jennifer De La Rosa Military Program Coordinator CCC	BMGT 302 Adult Development and Learning Assessment Azusa Pacific University	11/09/11 – 11/30/11	\$1,635.00
Jennifer De La Rosa Military Program Coordinator CCC	BMGT 304 Organizational Analysis Azusa Pacific University	01/11/12 – 02/08/12	\$1,615.00
Jesus Alcala Immigration Technician GWC	PPA 575 Employee – Employer Relations CSULB	01/07/11 – 02/25/12	\$1,500.00
Greg Kane Lead Maintenance GWC	AX TCP Niagara AX Technical Certification Program Tridium University	03/19/12 – 03/23/12	\$3,250.00

18. Approval of Purchase Orders

Subject **18.01 DIS - Purchase Orders**
Meeting **Dec 14, 2011 - Regular Meeting**
Category **18. Approval of Purchase Orders**
Access **Public**
Type **Consent**

File Attachments

[Final PO Board List.pdf \(14 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0325933	Smarthinking Inc Three year on-line student tutoring service fee. Board Date: 11/16/2011	OCC	5699	120,000.00
P0325815	Pacific Blue Micro SMA for hardware & software computer maintenance	OCC	5638	75,599.19
P0325842	Systems Technology Associates Inc Annual SMA for hardware & software maintenance for HP server	DIS	5638	70,677.00
P0325976	Elljay Acoustics Inc OCC ABC Bldg Acoustical ceilings repairs (GOB)	OCC-GB	6254	65,757.00
P0325971	Sea Clear Pools Inc Repair & replacement of pool heaters	GWC	6401	60,330.07
P0325967	LiNKS Sign Language & Interpreting Services Open PO for interpreting services	GWC	5899	60,000.00
P0325968	Community College League of Calif Renewal of on-line electronic library resources	OCC	5699	52,542.07
P0325893	Pacific Blue Micro Hardware & software for Cisco wireless network	CCC	6412	52,532.97
P0325988	Quick Caption Open PO for ACE Students video captioning	GWC	5899	40,000.00
P0325961	OC Auditor-Controller Open PO for county fees on parking fines	GWC	5899	35,000.00
P0325841	Systems Technology Associates Inc Annual SMA for hardware & software maintenance for computer server	DIS	5638	31,212.00
P0325969	Dowden Associates Inc Assistance during annual grant implementation phase & services for 2011-2012	OCC	5899	30,000.00
P0325821	SEWUP JPA Additional premium for ABC Project (GOB)	OCC-GB	5472	17,672.00
P0325970	Digital Networks Group Inc Projectors and related projector accessories	OCC	6412	13,200.86
P0325936	Pacific Blue Micro Annual Software SMA	GWC	5699	13,030.00
P0325833	Computerland of Silicon Valley Computer software upgrades for classrooms	OCC	5699	12,116.00
P0325913	El Camino Asphalt Paving Corp District Site Concrete Walkway Repair	DIS	5665	11,688.00
P0325932	Division of State Architect OCC Student Center additional plan check fees (GOB)	OCC-GB	6204	10,483.02
P0325836	Power Distributors Inc	OCC	5650	9,991.91
P0325888	Victory Custom Athletic Inc	GWC	4312	9,421.68
P0325825	TruGreen	GWC	5899	9,219.10
P0325839	Evisions Inc	DIS	5638	8,216.00
P0325904	Carolina Biological Supply	GWC	4312	7,200.00

Purchase Orders

P0325846	ProQuest LLC	OCC	5306	6,874.31
P0325879	Evisions Inc	DIS	5699	6,000.00
P0325819	Vital Link OC	DIS	5899	5,500.00
P0325812	Unisource Worldwide Inc	OCC	6411	5,153.69
P0325806	Provantage Corp	DIS	4315	4,787.62
P0325918	Western Graphics Plus	OCC	5850	4,674.23
P0325949	Texon II	GWC	4312	4,649.65
P0325952	Valley Line-X	GWC	5899	4,512.64
P0325954	Carolina Biological Supply	OCC	4312	4,075.35
P0325972	Samy's Camera	OCC	4312	3,570.00
P0325813	Tremco Inc	GWC	5650	3,040.00
P0325899	Digital Broadcast Inc	CCC	5638	2,922.00
P0325802	Baker & Taylor	GWC	6301	2,817.53
P0325835	ThyssenKrupp Elevator Corp	GWC	5650	2,774.00
P0325955	Nebraska Scientific	OCC	4312	2,620.78
P0325979	HB Union High School District	OCC	5857	2,500.00
P0325832	Dell Higher Education	GWC	6412	2,369.72
P0325828	Apple Computer Inc	CCC	4315	2,174.69
P0325803	CI Solutions	GWC	5699	2,145.00
P0325856	Nat'l League for Nursing Accrediting Comm	GWC	5320	2,125.00
P0325844	Tomark Sports	OCC	4312	2,117.77
P0325845	B & H Photo-Video	OCC	4312	2,040.24
P0325849	Bio-Rad Laboratories Inc	OCC	4312	2,000.00
P0325896	Tyrell-Smith, Tim	CCC	5899	2,000.00
P0325897	ArdreyGroup LLC	CCC	5899	2,000.00
P0325915	Cutting Edge Systems	OCC	4312	2,000.00
P0325925	Andtech Corporation	DIS	5899	2,000.00
P0325823	Keenan & Associates	GWC-GB	5472	1,989.94
P0325824	SEWUP JPA	DIS	5472	1,982.00
P0325804	CI Solutions	GWC	4312	1,972.95
P0325973	Aquatic Eco-Systems Inc	OCC	4312	1,795.36
P0325953	ControlWorks Inc	GWC	5899	1,650.00
P0325868	Amico Scientific Corp	OCC	4312	1,502.25
P0325916	Hasco Oil Co Inc	OCC	4312	1,500.00
P0325805	Omnimusic	GWC	5699	1,485.00
P0325930	TechSmith Corp	OCC	5638	1,341.00
P0325858	Sports Facilities Group Inc	OCC	5657	1,300.00
P0325950	VWR Int'l Inc	GWC	4312	1,300.00
P0325951	Amico Scientific Corp	GWC	4312	1,300.00
P0325869	Business Office Solutions	CCC	5899	1,292.32
P0325946	New Readers Press	OCC	4312	1,248.30
P0325981	Corona del Mar Basketball Boosters	OCC	5850	1,200.00
P0325987	Office Depot	GWC	4312	1,200.00
P0325909	Office Depot	CCC	4312	1,171.24
P0325975	Hardy Diagnostics	OCC	4312	1,141.67
P0325871	Sargent-Welch	OCC	4312	1,138.47
P0325838	Sea Clear Pools Inc	GWC	6411	1,105.85
P0325847	McMaster-Carr	OCC	4312	1,099.70
P0325822	Keenan & Associates	OCC-GB	5472	1,093.13

Purchase Orders

P0325837	Dell Higher Education	OCC	4312	1,089.25
P0325826	CDWG	CCC	4315	1,073.27
P0325947	Western Graphics Plus	OCC	4312	1,050.56
P0325827	CDWG	CCC	4315	1,049.98
P0325974	Shiffler Equipment Sales Inc	OCC	4312	1,000.00
P0325960	VWR Int'l Inc	OCC	4312	990.05
P0325853	Comtalk Inc	DIS	4315	926.65
P0325926	Art Supply Warehouse	GWC	4312	800.00
P0325938	Forestry Suppliers Inc	OCC	4312	790.12
P0325880	ETR Associates	GWC	4321	750.00
P0325919	CCC Foundation/NAPIC	DIS	5320	750.00
P0325980	Newport-Mesa Unified Sch Dist	OCC	5857	750.00
P0325945	Aquatic Eco-Systems Inc	OCC	6411	749.99
P0325962	Fisher Scientific	OCC	4312	732.91
P0325937	Apple Computer Inc	OCC	4312	690.44
P0325850	MTM Business Systems	OCC	4312	654.09
P0325958	McLogan's Supply Co Inc	GWC	4312	600.00
P0325964	Grainger	GWC	4312	600.00
P0325851	Dept of Social Services	OCC	5749	550.00
P0325898	Daniel Smith Inc	GWC	4312	549.78
P0325834	GovConnection Inc	DIS	4315	542.98
P0325817	Insight Media	OCC	4312	508.47
P0325966	Ward's Natural Science	OCC	4312	505.82
P0325829	South Beach Media Inc	CCC	5899	500.00
P0325830	FAES Inc	OCC	4312	500.00
P0325843	Coast Fitness Repair Shop	OCC	5657	500.00
P0325876	Office Depot	GWC	4312	500.00
P0325887	Sigma-Aldrich Inc	GWC	4312	500.00
P0325889	Tom's Truck Center Inc	TRANS	5657	500.00
P0325948	LT Enterprises	GWC	5657	500.00
P0325957	Hardy Diagnostics	GWC	4312	500.00
P0325902	Outdoor Media Group	CCC	5899	495.65
P0325864	Bio-Rad Laboratories Inc	CCC	4312	492.49
P0325935	Dell Higher Education	OCC	4312	478.37
P0325863	Carolina Biological Supply	CCC	4312	471.56
P0325901	Baker & Taylor	GWC	6301	467.37
P0325890	MSC Industrial Supply Co	OCC	4312	463.80
P0325914	Tab Products Co	OCC	4312	460.15
P0325891	CTI-Valueline	OCC	4312	455.31
P0325905	Marinus Scientific	GWC	4312	450.00
P0325866	Flinn Scientific Inc	CCC	4312	445.44
P0325818	Nasco Modesto	OCC	4312	444.43
P0325861	Ward's Natural Science	CCC	4312	440.94
P0325917	Lowe's HIW Inc	OCC	4312	440.00
P0325865	Flinn Scientific Inc	CCC	4312	425.23
P0325912	Scantron Corp	CCC	4312	417.58
P0325963	Follett Higher Education Group Inc #1181	GWC	4312	400.00
P0325978	Woodbridge HS	OCC	5857	400.00
P0325878	Tri-Anim Health Services	OCC	4312	393.82

Purchase Orders

P0325867	lynda.com	CCC	5306	375.00
P0325848	OCLC Inc	OCC	5110	372.33
P0325940	Texas Instruments Inc	OCC	4312	365.57
P0325923	Office Depot	GWC	4312	352.69
P0325883	Fisher Scientific	GWC	4312	350.00
P0325943	Home Depot	OCC	4312	350.00
P0325807	Digital Networks Group Inc	OCC	4315	306.24
P0325942	Carbide Tool For Industry Inc	OCC	4312	300.00
P0325911	Scantron Corp	CCC	4312	294.38
P0325862	Biopac Systems Inc	CCC	4312	289.38
P0325900	Baker & Taylor	GWC	6301	273.68
P0325908	Xerox Corp	CCC	4312	257.83
P0325873	Amazon.com	DIS	4312	250.84
P0325959	Ward's Natural Science	GWC	4312	250.00
P0325808	ADI	GWC	4315	247.81
P0325895	Associated Business Products	GWC	4315	215.93
P0325956	VWR Int'l Inc	OCC	4312	215.20
P0325986	A Daigger & Co	OCC	4312	213.99
P0325814	Office Depot	GWC	4312	209.42
P0325892	Office Depot	GWC	4312	200.00
P0325903	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0325906	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0325934	mac guys	OCC	5657	197.75
P0325855	Anixter	DIS	4315	190.67
P0325875	Carolina Biological Supply	GWC	4312	180.00
P0325929	Dahlstrom & Co Inc	GWC	4285	176.63
P0325854	Office Depot	DIS	4312	165.15
P0325983	Best Buy Stores LP	OCC	4312	161.59
P0325941	Henry Schein Inc	OCC	4312	156.13
P0325809	Sehi Computer Products Inc	OCC	4312	151.91
P0325886	Hardy Diagnostics	GWC	4312	150.00
P0325859	Green & Kramar ACT Ltd	CCC	5699	149.00
P0325860	Fry's Electronics	CCC	7605	129.08
P0325931	Time Clock Sales & Service Co Inc	DIS	4312	128.00
P0325984	Brodart Co	OCC	4312	121.08
P0325907	Nat'l Document Solutions	DIS	4312	120.14
P0325877	Office Depot	GWC	4312	120.00
P0325939	Bulbman Inc	OCC	4312	118.87
P0325870	Edmund Scientific	OCC	4312	117.48
P0325920	Sehi Computer Products Inc	OCC	4312	111.80
P0325840	Office Depot	OCC	4312	111.54
P0325885	Hardy Diagnostics	GWC	4312	110.00
P0325894	Fry's Electronics	CCC	4315	107.73
P0325985	Key Scientific Products	OCC	4312	105.99
P0325852	Provantage Corp	DIS	4315	105.85
P0325857	NCS Pearson Inc	OCC	4312	95.90
P0325910	Bulb Direct Holding LLC	CCC	4401	84.02
P0325884	Fisher Scientific	GWC	4312	80.00
P0325928	Pocket Nurse	GWC	4312	72.17

Purchase Orders

P0325881	Fry's Electronics	CCC	4312	64.64
P0325965	LAMA Books	GWC	4285	63.98
P0325816	CDWG	DIS	4312	57.78
P0325944	Amazon.com	OCC	4312	56.79
P0325921	Office Depot	GWC	4312	53.93
P0325882	Fry's Electronics	CCC	4312	53.86
P0325811	Capitol Enquiry	OCC	6301	46.78
P0325820	Day-Timer Inc	OCC	4312	39.30
P0325810	CDWG	CCC	4315	33.84
P0325872	Westminster Journal	CCC	5306	30.00
P0325922	Anderson Stationers	GWC	4312	29.05
P0325831	Amazon.com	DIS	4285	19.17
	Total			<u>\$976,046.66</u>

Object Code Legend

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

19. Ratification / Approval of Checks

Subject **19.01 DIS - Ratification/Approval of Checks**
Meeting **Dec 14, 2011 - Regular Meeting**
Category **19. Ratification / Approval of Checks**
Access **Public**
Type **Consent**

File Attachments

[CheckApproval121411.pdf \(227 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
162582	Medco Health Solutions Inc Medical Prescription Claims	263,088.48
162992	Medco Health Solutions Inc Medical Prescription Claims	252,250.70
162404	ACSIG Dental / Edge Dental Claims	234,738.81
162276	Constellation NewEnergy Inc Districtwide Electricity	169,916.06
162581	Coast Community College Dist Medical Claims	169,513.53
162346	Keenan & Associates Protected Insurance Program	155,597.91
162406	Coast Community College Dist Medical Claims	155,350.77
162840	Coast Community College Dist Medical Claims	140,970.99
162860	Enterprise Fleet Mgmt District wide Vehicle Lease/Maintenance	83,404.31
162962	Southern Calif Edison Co Districtwide Electricity	69,785.57
162842	UnitedHealthcare of California Medical Premiums	64,255.64
162910	PK Mechanical Systems Inc Newport Beach Lrng Ctr Bid 1994	50,025.00
162987	Dennison Electric Inc Newport Beach Lrng Ctr Bid 1992	46,921.00
162872	Memorial Prompt Care Medical Group CCC Student Health Services	44,476.00
162870	Memorial Prompt Care Medical Group CCC Student Health Services	41,327.00
162871	Memorial Prompt Care Medical Group CCC Student Health Services	41,327.00
162603	Coast Community College Dist CCCD Credit Card Registration	40,000.00
162723	Burke Williams & Sorensen LLP District general council legal service	39,744.86
162964	Systems Continuity, LLC GWC Annual software maint support	38,461.00
162808	The Irvine Co LLC Lease payment for One Stop Center, Irvine	36,007.12
162762	Institute for Evidence Based Change Districtwide SB70 Evaluation Grant	35,400.34

162881	OCE' Financial Services Inc	34,153.29
	CCC Print shop copier lease	
162359	Community College League of Calif	33,405.10
	CCC Library subscriptions	
162407	Delta Health Systems	28,150.50
	Medical Administrative Fees	
162410	Vision Service Plan	26,903.76
	CCCD vision claims	
162826	Xerox Corp	24,428.65
162825	Xerox Corp	23,517.60
162363	Dell Higher Education	20,553.33
162617	Follett Higher Education Group Inc #1181	20,522.45
162905	Workplace Resource	18,289.03
162405	Anthem Blue Cross	17,124.55
162869	Marsh Risk & Insurance Svcs	16,750.00
162340	Waxie Sanitary Supply	16,356.00
162403	Associates Purchasing	16,166.00
162602	Coast Comm College Assoc	15,000.00
162656	Pitney Bowes Reserve Account	15,000.00
162688	Xerox Corp	13,815.98
162605	Constellation NewEnergy Inc	13,331.91
162796	Samy's Camera	12,613.90
162896	SunGard Higher Education Inc	12,420.00
162270	CCC Contract Education	12,095.20
162534	SunGard Higher Education Inc	11,880.00
162822	Waxie Sanitary Supply	10,742.47
162874	Mesa Consolidated Water Dist	10,628.55
162537	The Gas Co	10,269.26
162271	CCCD Student Refunds	10,265.20
162600	City of Huntington Beach	9,731.15
162397	Woodruff, Spradlin & Smart	9,555.00
162707	Nat'l Construction Rentals Inc	9,351.50
162899	Trace3	9,324.00
162503	Pacific Blue Micro	9,138.52
162438	CCCD Student Refunds	9,059.41
162564	Western Graphics Plus	8,793.50
162390	Sun Environmental Engineering Services Inc	8,750.00
162984	Anderson Charnesky Structural Steel Inc	8,483.00
162629	ii Fuels, Inc	8,420.77
162458	Evisions Inc	8,216.00
162452	Dell Higher Education	8,058.90
162540	The Gas Co	7,759.10
162989	Southland Industries	7,646.00
162388	Southern Calif Edison Co	7,530.66
162859	Dell Higher Education	7,218.94

162337	Union Bank	7,054.57
162673	SunGard Higher Education Inc	7,000.50
162528	Spicers Paper Inc	6,988.70
162827	OCC Food Services	6,905.80
162786	ProQuest LLC	6,874.31
162858	Declues Burkett & Thompson LLP	6,870.92
162771	Leonard Chaidez Tree Service	6,815.00
162557	Vital Link OC	6,800.00
162290	ii Fuels, Inc	6,627.66
162839	Construction Testing & Engineering Inc	6,627.00
162351	Baker & Taylor	6,588.91
162545	Townsend Public Affairs Inc	6,550.00
162567	Xerox Corp	6,526.41
162525	Southern Calif Edison Co	6,436.49
162785	Pro Photo Connection Inc	6,398.20
162622	Glorria Morrison & Assoc Inc	6,000.00
162341	Xerox Corp	5,875.04
162274	Coast Community College Dist	5,509.00
162820	Vital Link OC	5,500.00
162380	OC Auditor-Controller	5,247.00
162969	Union Bank	5,246.56
162988	Dennison Electric Inc	5,213.00
162541	The Gas Co	5,211.50
162728	CCCD Student Refunds	5,074.00
162922	Certified Transportation Services Inc	4,924.02
162661	Raubolt Consulting Services Inc	4,800.00
162636	Livescribe Inc	4,559.46
162868	Lynberg & Watkins	4,523.76
162802	Southern Calif Edison Co	4,372.49
162806	Terremark North America Inc	4,235.00
162769	Knorr Systems Inc	4,108.12
162915	ALLPRO-GRAPHICS & PRINTING	4,081.57
162338	Unisource Worldwide Inc	4,030.06
162627	HRMS Inc	4,000.00
162291	Irvine Pipe & Supply	3,967.31
162780	OCE'	3,943.10
162709	ACCT	3,810.82
162902	Vortex Industries Inc	3,720.50
162589	AT & T	3,703.02
162408	First Colony Life Insurance Co	3,647.28
162312	OCC Associated Students	3,632.50
162947	Office Depot	3,594.03
162651	Pacific Blue Micro	3,485.00
162684	Waxie Sanitary Supply	3,478.12
162506	Professional Plumbing Inc	3,434.84

162591	Baker & Taylor	3,408.77
162667	Sea Clear Pools Inc	3,400.00
162396	VWR Int'l Inc	3,394.35
162913	Keenan & Associates	3,375.00
162756	Follett Higher Education Group Inc #1094	3,309.99
162857	Marion Daniel	3,250.00
162371	Ipswitch Inc	3,164.63
162478	Jobelephant.com Inc	3,134.00
162888	Sehi Computer Products Inc	3,103.20
162417	American Speechsounds	3,100.05
162375	Mr Copy Inc	3,088.10
162427	Baker & Taylor	3,035.44
162526	SouthwestMedical.com LLC	3,031.95
162613	Emergency Medical Products Inc	2,934.37
162909	All Pro Building Maintenance Inc	2,898.50
162426	Automated Power Technologies	2,801.50
162268	Carolina Biological Supply	2,757.77
162599	CCCD-Cash Clearing	2,731.47
162441	Certified Transportation Services Inc	2,726.80
162444	City of Garden Grove	2,704.18
162750	Elavon	2,699.46
162960	Snap-On Tools	2,691.60
162549	US Bank	2,665.19
162934	Joycelyn Groot	2,638.00
162265	Broadcast Music Inc	2,475.98
162893	SIGMAnet Inc	2,350.00
162501	Office Depot	2,194.66
162299	Irma Medina	2,193.23
162813	Total Recall Captioning Inc	2,145.00
162316	Office Depot	2,140.87
162778	Nat'l League for Nursing Accrediting Commiss	2,125.00
162332	Time Dated Services	2,100.00
162352	BJ Bindery Inc	2,057.55
162264	Benner Metals Corp	2,034.42
162819	Verizon Wireless	2,024.03
162278	CR & R Inc	2,019.26
162269	CCC	2,018.56
162440	Cerritos Franchise Inc	2,000.00
162565	Wild Packets	1,996.00
162283	Eberhard Equipment Inc	1,989.98
162926	Embee Technologies	1,958.40
162473	HSBC Business Solutions	1,940.41
162345	CCCD Workers Comp Trust Fund	1,937.41
162928	Daniel Exley	1,900.00
162330	T & L Printing Inc	1,885.63

162347	ALD Security Innovations	1,865.39
162932	Gale Group Inc	1,828.23
162741	CR & R Inc	1,804.48
162626	Home Depot	1,794.88
162344	CCCD Workers Comp Trust Fund	1,780.02
162879	Nextel Communications	1,751.50
162487	Mobile Modular Management Corp	1,722.92
162555	Verizon Wireless	1,711.05
162993	Medco Health Solutions Inc	1,704.34
162447	Commission on Accreditation for Respiratory	1,700.00
162547	Turf Tire Distributors	1,686.29
162273	Certified Transportation Services Inc	1,672.17
162327	Sports Facilities Group Inc	1,650.00
162716	Ascent Elevator Services	1,645.00
162749	Eberhard Equipment Inc	1,616.69
162357	Chem Pro Laboratory Inc	1,512.00
162794	Research in Motion Corp	1,499.00
162422	Art Supply Warehouse	1,456.12
162428	Battery Systems Inc	1,435.50
162631	Andrew Jones	1,420.35
162517	ScriptLogic Corp	1,412.00
162449	Crop Production Services Inc	1,406.35
162335	Tremco Inc	1,401.56
162764	J & A Glass	1,400.00
162715	Articulate Global Inc	1,398.00
162954	Saddleback Materials Co Inc	1,392.67
162990	West-Tech Mechanical Inc	1,366.40
162795	Rhino Electric Supply	1,347.44
162336	tw telecom holdings Inc	1,340.73
162856	Dakota Backflow Co	1,314.00
162924	ControlWorks Inc	1,299.55
162652	Kenneth Parker	1,299.31
162849	Business Office Solutions	1,292.32
162470	Henry Schein Inc	1,280.51
162310	OC Wholesale Flowers	1,277.66
162543	Thyssenkrupp Elevator	1,276.00
162671	Southern Calif Edison Co	1,275.36
162500	Odyssey Power Corp	1,272.44
162303	MSC Industrial Supply Co	1,263.14
162266	Buddy's All-Star Inc	1,248.71
162383	Office Depot	1,240.08
162848	Michael Beale	1,240.00
162903	Waxie Sanitary Supply	1,237.35
162783	Orkin Commercial Services	1,226.00
162740	CR & R Inc	1,209.78

162624	Rumi Hashimoto	1,200.00
162675	James Tierney	1,169.54
162498	OCB Reprographics	1,167.74
162384	Phoenix Group Info Systems	1,160.30
162554	Verizon Wireless	1,153.41
162482	MailFinance Inc	1,148.06
162718	B & H Photo-Video	1,116.45
162774	Montgomery Hardware Co	1,108.85
162851	Calif Tool Welding Supply	1,105.58
162797	Scott Electric	1,103.00
162532	Storefront Door Repair	1,102.25
162986	ControlWorks Inc	1,100.00
162914	ACS Education Services Inc	1,095.50
162502	Orkin Commercial Services	1,094.00
162843	A-Z Wholesale Floral Supply Inc	1,083.43
162911	Superior Wall Systems Inc	1,080.00
162402	3M Co	1,075.00
162801	Smith Pipe & Supply Inc	1,073.71
162570	Smart & Final Stores LLC	1,054.62
162886	Postmaster	1,050.00
162358	Chevron	1,049.71
162772	MailFinance Inc	1,025.99
162721	Besam Entrance Solutions	1,011.15
162256	A-Z Wholesale Floral Supply Inc	1,008.54
162298	MAERB	1,000.00
162634	L-1 Enrollment Services Division	1,000.00
162389	Sport Chalet Team Sales	999.16
162719	B & P Services Inc	993.25
162398	World-Wide Fire Inc	979.30
162334	Tint Pros	972.00
162362	David Grant Inc	964.36
162325	Simplot Partners	955.03
162395	Verizon Wireless	950.53
162361	Cutting Edge Systems	945.91
162985	Anderson Charnesky Structural Steel Inc	942.00
162544	Time Warner Cable	940.00
162898	Time Warner Cable	940.00
162311	OCC Ancillary #1000-24750-5120	911.00
162378	News Publishers Press	905.00
162494	News Publishers Press	905.00
162463	GlaxoSmithKline	896.00
162637	Marina Landscape Inc	895.00
162956	Shinoda Design Center Inc	887.54
162461	Follett Higher Education Group Inc #1180	887.03
162263	Balanced Body	886.29

162887	PSS World Medical Inc	883.22
162757	Fry's Electronics	879.66
162935	Home Depot	877.51
162759	Harland Technology Services	862.00
162279	Dell Higher Education	853.36
162630	Iron Mountain Records Mgmt	851.27
162529	State Board of Equalization	843.00
162763	Iron Mountain	838.81
162816	Turf Star Inc	810.12
162372	KAMC	800.00
162608	Cutting Edge Systems	798.75
162712	Allied Refrigeration Inc	784.57
162760	Home Depot	778.48
162933	Greenleigh & Wong Technical Services LLC	778.00
162593	Battery Systems Inc	777.42
162467	Grainger	776.21
162456	Eberhard Equipment Inc	764.37
162455	Dunn-Edwards Corp	762.41
162317	Martha Parham	749.69
162782	Omnimusic	742.50
162497	OC Wholesale Flowers	740.78
162462	Ganahl Lumber Co	739.40
162382	OCE'	730.44
162855	Crop Production Services Inc	723.27
162781	Office Depot	714.34
162991	CCCD Workers Comp Trust Fund	713.68
162672	Cheryl Stewart	712.00
162469	Health Fax	708.00
162293	Knorr Systems Inc	707.13
162385	Print & Finishing Solutions	704.18
162365	Follett Higher Education Group Inc #1180	702.45
162941	Memory Suppliers Inc	690.00
162516	Saddleback Materials Co Inc	687.45
162942	Mustang Mechanical Contracting	685.00
162546	Tri-Anim Health Services	677.16
162912	CCCD Workers Comp Trust Fund	670.75
162553	Verizon California	647.57
162548	UPS Protection Inc	646.50
162394	Verizon Wireless	643.28
162880	OC Wholesale Flowers	639.47
162289	Home Depot	637.87
162604	Coast Community College Dist	632.00
162367	Jill Golden	631.16
162539	The Gas Co	627.81
162505	Prepress Supply Inc	626.69

162847	B & P Services Inc	623.74
162313	OCC Petty Cash	613.91
162706	Hufcor Calif Inc	613.53
162612	W. Dunn III	606.41
162431	Adrienne Burton	600.00
162687	Geri Wile	594.05
162809	Theodore Robins Ford	587.32
162490	MSC Industrial Supply Co	580.41
162476	Insight Media	578.76
162877	MSC Industrial Supply Co	572.50
162883	Martha Parham	570.10
162354	Carter Brothers Fire & Life Safety	570.00
162799	Sign-Mart	557.61
162409	First Health	554.60
162742	Crop Production Services Inc	550.47
162746	Dept of Social Services	550.00
162640	Fabienne McPhail Naples	541.99
162284	Follett Higher Education Group Inc #1181	527.60
162875	Metroline Inc	525.00
162454	Dept of Justice	524.00
162890	Shinoda Design Center Inc	519.83
162646	O'Brien, Eileen	517.94
162592	Dibakar Barua	517.00
162873	Merck Vaccines	511.99
162779	Nextel Communications	502.63
162471	Herff Jones - Cap & Gown Div	501.35
162897	Theodore Robins Ford	500.49
162275	Community College League of Calif	500.00
162294	Lee, Soyeon	500.00
162297	Lladoc, Maybelle C.	500.00
162342	Yi, Wha Seon	500.00
162356	CCIE	500.00
162414	Amer Red Cross	500.00
162435	Rosalind Campbell	500.00
162495	Vincent Ngo	500.00
162973	Yoon, Shin, Tae Hee	500.00
162288	HB Magazine	480.00
162685	Western Graphics Plus	476.61
162854	CR & R Inc	473.52
162261	Amtech Elevator Services	468.22
162817	United Rentals	464.64
162590	B & M Lawn & Garden Center	459.80
162611	Dickinson, Candie	459.41
162459	Excel Sales & Services Inc	457.39
162377	NCMPR	450.00

162450	CSUF	450.00
162744	CSUF	450.00
162846	Sheryl Area	449.99
162919	Benner Metals Corp	449.53
162737	Comtalk Inc	444.32
162306	NASPA	440.00
162307	NASPA	440.00
162800	SkillPath	438.22
162466	Gopixel Design Studios Inc	437.50
162331	T-Mobile USA	434.41
162491	Nat'l Instruments Corp	433.30
162925	Crucial Technology	428.07
162481	LEGO Education	425.86
162556	Village Nurseries LP	425.06
162477	Irvine Pipe & Supply	424.95
162931	Follett Higher Education Group Inc #1180	422.38
162965	TALX Corp	415.00
162386	Safeguard Business Systems Inc	412.01
162538	The Gas Co	409.35
162314	OCE'	404.83
162258	Jesus Alcala	400.00
162295	Janelle Leighton	400.00
162489	Melissa Moser	400.00
162588	Lydia Arbizo	400.00
162619	Laurel Francis	400.00
162734	Community College League of Calif	395.00
162735	Community College League of Calif	395.00
162793	R & L Medical Co	394.76
162485	Mesa Consolidated Water Dist	394.00
162411	Vision Service Plan	392.25
162524	Soccer Central	391.50
162731	Chem Pro Laboratory Inc	388.00
162657	Preston-Smith, Julie	386.89
162730	Certified Transportation Services Inc	384.96
162648	Oliver, Brook	379.56
162518	Sehi Computer Products Inc	378.80
162943	Newport-Mesa Unified Sch Dist	375.04
162436	CASFAA	375.00
162725	CASFAA	375.00
162726	CASFAA	375.00
162940	lynda.com	375.00
162882	OCLC Inc	372.33
162865	Home Depot	371.71
162841	Doreen Garcia	367.37
162522	Smart & Final Stores LLC	363.15

162480	Konica Minolta Business Solutions	362.74
162863	GWC Food Services	361.78
162894	Southern Calif Edison Co	359.67
162572	Xerox Corp	356.17
162745	Dell Higher Education	355.46
162309	Mary O'Connor	355.20
162708	Academic Senate	350.00
162353	Blick Art Materials	349.58
162370	Information Today Inc	347.05
162416	Amer Red Cross	344.00
162464	Go With Jo Travel	344.00
162465	Go With Jo Travel	344.00
162938	J & A Glass	339.64
162453	Delta Biologicals	338.31
162945	OC Wholesale Flowers	336.18
162946	OCC Food Services	334.91
162720	Battery Systems Inc	329.58
162616	Fisher Scientific	329.40
162472	Home Depot	328.74
162966	Thorn-Smith Labs	323.00
162971	Verizon California	322.17
162620	Gale Group Inc	320.62
162562	Waxie Sanitary Supply	319.34
162660	Quadra, Indiana	318.58
162923	Computerland of Silicon Valley	315.00
162930	Fisher Scientific	310.38
162304	NAFSA Region XII Southern District	310.00
162305	NAFSA Region XII Southern District	310.00
162654	Pep Boys	309.89
162765	JFTB/MWR	306.85
162260	Amico Scientific Corp	306.24
162727	Caston Office Solutions	301.32
162296	Janelle Leighton	300.00
162815	Damian Tsutsumida	300.00
162568	Zetronix Corp	299.85
162595	Brink's Inc	298.59
162451	Daniels Tire Service	298.10
162650	Otto Frei	298.08
162355	CCC Petty Cash	295.53
162439	CCCSFAAA	295.00
162729	CCCSFAAA	295.00
162733	Community College League of Calif	295.00
162955	Scott Electric	293.00
162647	Office Depot	291.91
162286	Grainger	285.78

162754	Fisher Scientific	279.68
162714	Art Supply Warehouse	278.72
162798	Shell Oil	276.00
162867	Kelly Paper	271.17
162523	SoCal Office Technologies Inc	268.08
162424	AT & T	267.58
162300	Mesa Golf Carts Inc	261.46
162585	Aircraft Spruce & Specialty Co	258.91
162776	MSC Industrial Supply Co	251.12
162618	FOPCO Inc	250.00
162434	Calif Tool Welding Supply	246.14
162853	Computerland of Silicon Valley	240.00
162376	MSC Industrial Supply Co	235.84
162937	Iron Mountain	232.91
162676	Union 76	230.00
162318	Photo Quest Adventures	225.00
162324	Sign-Mart	222.50
162963	Super Duper Publications	222.10
162323	Seal's Compressed Gases	219.70
162475	Innovative Systems	218.91
162643	Nash, Lionel	217.64
162257	Airgas West Inc	217.46
162610	Davis, Nancy	217.00
162479	Johnstone Supply	213.81
162391	Toshiba Business Solutions	210.67
162609	Daniel Smith Inc	207.80
162641	Michaelides, Anthony	207.62
162864	Hardy Diagnostics	206.57
162430	Blue Sky Outfitters	205.79
162710	Airgas West Inc	204.25
162751	Emergency Medical Products Inc	204.19
162682	VWR Int'l Inc	203.47
162829	Smart & Final Stores LLC	200.85
162645	Melinda Nish	200.55
162488	Melissa Moser	200.00
162550	Paul Van Ast	200.00
162596	CACCRAO	200.00
162601	Cleverbridge Inc	199.99
162936	Industrial Blade & Products Co Inc	199.55
162437	CCAR	199.00
162674	The Shredders	197.00
162773	McMaster-Carr	193.96
162520	Sigma-Aldrich Inc	193.40
162743	Crown Ace Hardware	192.82
162319	Pitsco Education	190.88

162850	C2 Reprographics	185.16
162959	Smog & Gas of Costa Mesa	185.00
162665	Rothman, Vicki	178.91
162876	Micro Center	177.78
162285	Genuine Aircraft Hardware	176.47
162686	Whitney, Wendy	175.74
162790	Prudential Overall Supply Co	175.19
162791	Prudential Overall Supply Co	175.19
162429	BJ Bindery Inc	174.00
162272	CDWG	171.33
162292	Kelly Paper	168.83
162326	Smardan Supply Co-Orange Coast	167.59
162267	Laurie Campbell	166.88
162904	West Payment Center	166.26
162628	Huang, Janet	165.67
162920	Bernan Associates	163.24
162412	Aircraft Spruce & Specialty Co	161.95
162569	Home Depot	161.79
162533	Suburban Water Systems	161.64
162810	Thomas Scientific	161.55
162606	CR & R Inc	157.83
162770	Landauer Inc	153.30
162918	Baker & Taylor	153.23
162683	Water Tech	150.61
162448	Council of Chief Librarians	150.00
162594	Beach Physicians Medical Group	150.00
162805	Storage Place	150.00
162862	Green & Kramar ACT Ltd	149.00
162586	Darian Aistrich	148.77
162957	Sigma-Aldrich Inc	148.11
162659	Public Economics Inc	146.40
162531	Stater Bros Markets	144.69
162392	Verizon Wireless	142.10
162432	Cal-Olympic Safety	141.02
162732	James Cline	139.31
162379	Kim Thi Nguyen	138.75
162658	Prince Enterprises Inc	138.49
162468	Anna Greenwald	137.91
162580	CCCD Workers Comp Trust Fund	137.77
162474	Industrial Metal Supply	137.51
162418	Anderson Stationers	137.34
162939	Phuonganh Le	136.53
162792	Pyro-Comm Systems Inc	135.00
162339	Paul Van Ast	134.84
162747	Dish Network Chicago	133.04

162653	Pasco Scientific	132.58
162866	Irvine Pipe & Supply	130.64
162668	Sehi Computer Products Inc	130.18
162512	Regional Testing Center	130.00
162348	All Amer Sales & Service	129.26
162308	Vincent Ngo	129.25
162493	Newport Exterminating	127.50
162681	VEX Robotics Inc	125.70
162775	MS Rouse Co	121.30
162510	Quartermaster OC	120.23
162784	Picnics Fine Foods	119.13
162373	Kelly Paper	117.75
162393	Verizon Wireless	117.41
162738	Consolidated Electrical Distributors	117.40
162891	Shred Confidential Inc	117.00
162818	Verizon California	116.22
162892	Siemens Industry Inc	111.00
162259	Allied Refrigeration Inc	110.77
162415	Amer Red Cross	110.00
162364	Federal Express Corp	106.55
162527	Sparkletts	106.17
162803	Staples Advantage	105.12
162433	Calif Stage & Lighting	104.25
162958	Smardan Supply Co-Orange Coast	103.52
162583	Reliastar Life Insurance Co	103.04
162563	Web Commerce Partners Inc	102.90
162571	Stater Bros Markets	102.81
162446	Coastal Press Inc	102.36
162301	Steven Mihatov	100.69
162821	Jocelyn Wang	100.33
162552	Verizon California	100.13
162530	State of Calif/Military Dept (JFTB)	100.00
162968	Tri-Anim Health Services	100.00
162814	Martha Tran-Nguyen	99.61
162828	Orkin Commercial Services	98.00
162878	NCS Pearson Inc	95.90
162369	Home Depot	94.96
162953	Rhino Electric Supply	94.68
162483	McFadden-Dale Industrial Hardware LLC	94.02
162662	Cynthia Reber-Bonhall	93.78
162752	Eversoft	93.63
162499	OCE' Financial Services Inc	91.69
162844	Accurate Termite & Pest Control	91.00
162974	Stater Bros Markets	90.66
162804	Stater Bros Markets	89.62

162758	Ganahl Lumber Co	88.23
162812	Time Warner Cable	87.69
162496	Michelle Nieman	86.76
162511	Amy Rangel	85.75
162484	McMaster-Carr	85.31
162638	Marinus Scientific	84.05
162917	Art Supply Warehouse	82.43
162625	Lorraine Henry	80.72
162607	Crown Ace Hardware	80.26
162536	Amy Thach	79.37
162614	Ewing Irrigation Products Inc	76.72
162889	Denise Sekins	76.40
162900	USA Mobility Inc	75.74
162374	Frederick Lockwood	75.40
162768	Key Equipment Finance Inc	74.81
162761	Industrial Metal Supply	74.21
162663	Linda Rhines	74.19
162535	Super Duper Publications	73.70
162767	Kelly Paper	73.16
162282	Digi-Key Corp	71.02
162413	Alan's Lawnmower & Garden Ctr Inc	70.38
162777	NADA Scientific Ltd	70.34
162513	Rhino Electric Supply	68.94
162349	Amazon.com	68.66
162486	Micro Center	68.09
162724	Calif Tool Welding Supply	68.00
162664	Romain, Lisa	67.80
162425	AT & T	67.77
162948	Pasco Scientific	67.77
162670	Smardan Supply Co-Orange Coast	67.58
162736	Computerland of Silicon Valley	67.00
162711	Alan's Lawnmower & Garden Ctr Inc	66.75
162949	Diep Pham	66.60
162755	FishMax.Com LLC	65.00
162967	Tomark Sports	64.65
162559	Ward's Natural Science	64.30
162329	Stater Bros Markets	63.76
162739	Constellation NewEnergy Inc	62.91
162615	Federal Express Corp	61.93
162445	Carolyn Clausen	61.51
162639	McMaster-Carr	61.09
162823	Susan Winterbourne	61.05
162623	Grainger	60.22
162262	Aramark Uniform Services	59.95
162419	Aramark Uniform Services	59.95

162713	Aramark Uniform Services	59.95
162916	Aramark Uniform Services	59.95
162328	Staples Advantage	57.22
162277	County of Orange	56.00
162621	Ganahl Lumber Co	53.86
162561	Ward's Natural Science	53.70
162558	Ward's Natural Science	53.52
162642	Mineo, Donald	52.79
162811	Daniela Thompson	52.73
162368	Grainger	52.08
162457	Jodi Ellis	51.18
162515	Esmeralda Ruiz	51.18
162281	Digi-Key Corp	50.48
162360	Crown Ace Hardware	48.47
162598	Capitol Enquiry	46.78
162442	Maryann Chang	46.41
162921	Buddy's All-Star Inc	45.26
162845	Darian Aistrich	45.00
162927	Eversoft	44.82
162381	OCC Food Services	44.65
162861	Ewing Irrigation Products Inc	44.52
162387	Seal's Compressed Gases	43.50
162366	Fry's Electronics	43.08
162748	Dunn-Edwards Corp	42.24
162584	Aardvark Clay Supply	40.95
162830	Stater Bros Markets	40.38
162970	Verizon California	39.93
162460	Federal Express Corp	39.41
162895	Stater Bros Markets	38.47
162649	Orkin Commercial Services	35.00
162302	Mouser Electronics Inc	34.88
162679	Verizon California	34.84
162807	The Gas Co	33.99
162644	Nat'l Instruments Corp	33.58
162287	Hardy Diagnostics	33.15
162519	Shinoda Design Center Inc	32.33
162333	Time Warner Cable	32.16
162635	LEGO Education	30.85
162514	Kathleen Richards	30.00
162944	OC Neighborhood Newspapers	30.00
162901	USA Mobility Inc	29.54
162633	Konica Minolta Business Solutions	27.54
162753	Federal Express Corp	27.50
162280	Demco Inc	27.29
162680	Verizon California	25.58

162929	Federal Express Corp	25.12
162766	Jobelephant.com Inc	25.00
162560	Ward's Natural Science	24.96
162961	SoCal Office Technologies Inc	24.31
162678	USA Mobility Inc	22.41
162885	Norma Pollaro	22.41
162677	USA Mobility Inc	22.39
162322	Prudential Overall Supply Co	21.96
162508	Prudential Overall Supply Co	21.96
162789	Prudential Overall Supply Co	21.96
162951	Prudential Overall Supply Co	21.96
162421	Arrowhead Mountain Spring Water	21.59
162321	Prudential Overall Supply Co	20.93
162509	Prudential Overall Supply Co	20.93
162788	Prudential Overall Supply Co	20.93
162952	Prudential Overall Supply Co	20.93
162420	Irene Arellano	20.50
162551	Verizon California	20.34
162521	Sims-Orange Welding Supply Inc	20.04
162504	Norma Pollaro	19.98
162669	Andreea Serban	19.98
162655	Pitney Bowes Presort Services Inc	19.78
162722	Robin Boyle	19.65
162492	Linda Newman	18.00
162320	Prudential Overall Supply Co	17.73
162507	Prudential Overall Supply Co	17.73
162787	Prudential Overall Supply Co	17.73
162950	Prudential Overall Supply Co	17.73
162423	AT & T	17.15
162542	The Gas Co	16.41
162717	AT & T	15.64
162666	Colleen Rymas	13.32
162852	City of Newport Beach	12.50
162350	AT & T	11.05
162972	Jeffrey Wong	10.44
162632	Kelly Paper	9.89
162884	Pitney Bowes Presort Services Inc	8.97
162597	Calif Tool Welding Supply	8.10
162343	Stater Bros Markets	6.98
162315	Oce' Imagistics Inc	5.24
162587	American United Life Company	4.20

Total

\$ 3,333,045.40

20. Check List for General Obligation Bond Fund

Subject **20.01 DIS - General Obligation Bond Fund**
Meeting Dec 14, 2011 - Regular Meeting
Category 20. Check List for General Obligation Bond Fund
Access Public
Type Consent

File Attachments

[CheckApprovalBond121411.xls.pdf \(33 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT PROJEC	
160765	TB Penick & Sons Inc CCC Newport Beach Lrng Ctr Bid 1992	909,843.00	420894
160770	Workplace Resource OCC Classroom Refurbishment Project	245,794.85	420279
160522	Digital Networks Group Inc OCC Classroom Refurbishment Project	138,820.79	420279
160528	TB Penick & Sons Inc CCC Newport Beach Lrng Ctr Bid 1992	121,178.00	420894
160766	TB Penick & Sons Inc CCC Newport Beach Lrng Ctr Bid 1992	103,192.00	420894
160758	Alpha Mechanical Heating & Air Conditioning OCC Bldg CHS and Lab Sciences Bid 1965	87,217.00	420207
160761	ISEC OCC Bldg CHS and Lab Sciences Bid 1965	80,773.00	420207
160373	Elljay Acoustics Inc OCC Bldg CHS and Lab Sciences Bid 1965	80,493.00	420207
160521	CW Driver CCC Newport Beach Lrng Ctr Bid 1992	74,036.00	420894
160768	Virco OCC Classroom Refurbishment Project Bid 1995	72,596.55	420279
161386	PH Hagopian Contractor Inc OCC Classroom Refurbishment Project Bid 1995	56,819.87	420279
160760	Exemplis Corp OCC Classroom Refurbishment Project Bid 1995	52,094.74	420279
160417	Special-T OCC Classroom Refurbishment Project Bid 1995	51,911.91	420279
161383	Industrial Masonry Inc OCC Bldg CHS and Lab Sciences Bid 1965	51,750.00	420207
160526	SCS Flooring Systems OCC Bldg CHS and Lab Sciences Bid 1965	50,044.00	420207
161387	Plumbing Piping & Construction Inc GWC Learning Resource Ctr Ph1	48,274.65	420356
160525	Mitsubishi Electric & Electronics USA Inc OCC Bldg CHS and Lab Sciences Bid 1965	45,602.00	420207
161687	LPA Inc CCC Newport Beach Lrng Ctr Bid 1992	42,279.20	420894
160527	TB Penick & Sons Inc CCC Newport Beach Lrng Ctr Bid 1992	41,912.00	420894

160520	Cosco Fire Protection Inc	39,883.00	420207
	OCC Bldg CHS and Lab Sciences Bid 1965		
160759	Digital Networks Group Inc	36,454.58	420279
	OCC Classroom Refurbishment Project Bid 1995		
160619	Willdan Geotechnical	32,623.00	420894
	CCC Newport Beach Lrng Ctr Bid 1992		
161385	Landmark Site Contractors	24,874.20	420356
160767	UCMI Inc	22,130.00	420228
160608	Best Contracting Services Inc	17,129.00	420207
161689	UCMI Inc	14,840.00	420894
160764	Office Furniture Group Inc	14,686.61	420279
161384	J Colavin & Son Inc	11,692.00	420249
161388	Sasco	10,103.73	420279
161513	UCMI Inc	10,080.00	420279
160517	Apple Computer Inc	9,085.61	420236
160762	ISEC	8,678.00	420207
160618	MS Rouse Co	7,869.00	420279
160416	Allscape	7,560.00	420283
161382	Industrial Masonry Inc	7,032.00	420207
160523	Doja Inc	6,885.00	420894
160617	John Deere Landscapes Inc	6,737.69	420283
160769	Wards Natural Science	6,412.68	420207
160524	Embee Technologies	5,627.65	420279
160615	Dougherty & Dougherty Architects LLP	4,149.80	420279
160529	Tri-Anim Health Services	3,381.00	420207
160763	ModSpace	3,024.04	420399
161308	GCI Construction Inc	2,154.31	420207
160609	Best Contracting Services Inc	1,874.00	420207
160616	Electro Systems Electric	1,819.00	420279
160531	Wards Natural Science	1,152.17	420207
161305	Apple Computer Inc	1,075.00	420236
161381	Digital Networks Group Inc	994.32	420279
160530	Wards Natural Science	676.07	420207
160374	Keenan & Associates	179.66	420249
161688	South Coast Air Quality Mgmt District	169.49	420207
161686	County of Orange	126.00	420894
160613	C2 Reprographics	123.94	420894
161306	C2 Reprographics	109.61	420894
160612	C2 Reprographics	109.54	420894
161307	C2 Reprographics	65.39	420894
161685	C2 Reprographics	59.67	420894
161684	C2 Reprographics	55.87	420894
160614	C2 Reprographics	43.10	420894
161682	C2 Reprographics	43.10	420894

160610	C2 Reprographics	38.68	420894
160611	C2 Reprographics	38.68	420894
160519	Best Contracting Services Inc	29.00	420207
161683	C2 Reprographics	25.98	420894

Total	<u>\$ 2,676,533.73</u>
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21. Authorization for Special Payments

Subject	21.01 OCC - Special Payments
Meeting	Dec 14, 2011 - Regular Meeting
Category	21. Authorization for Special Payments
Access	Public
Type	Consent

Payment of \$500.00 from OCC Honors Program/Foundation account for funds raised during their "Japan Earthquake/Tsunami Relief Fundraiser" November 4, 2011.

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.

22. Approval of Agreements

Subject	22.01 GWC - Approve Non-Standard Agreement between Research and Planning Group for California Community Colleges and the Coast Community College District for CTE Employment Outcomes Survey MOU
Meeting	Dec 14, 2011 - Regular Meeting
Category	22. Approval of Agreements
Access	Public
Type	Discussion

Approve Non-Standard Agreement between Research and Planning Group for California Community Colleges and the Coast Community College District for CTE Employment Outcomes Survey MOU

1. Background Information: Tracking students after they leave our CTE programs has been a persisting issue for all community colleges. By leveraging the work that has been refined in the past 10 years at Cabrillo College, the Chancellor's Office, the RP Group, the CCCAOE, and 15 community colleges in California are hoping to lead the effort in piloting a statewide solution for tracking the success of our students. GWC is part of the leadership team on this project and also one of the colleges in the pilot group.

2. Goal/Purpose: To gather information on the employment outcomes of CTE programs at California community colleges, including whether students became employed within their field of study, if their community college coursework positively affected their earning potential, and how CTE programs can be improved.

3. Comments (if any): None.

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between The Research and Planning Group for California Community Colleges and the Coast Community College District for CTE Employment Outcomes Survey MOU, from November 30, 2011 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See RP Group Agreement, Attachment #6)

5. Fiscal Impact: \$9,000 to be paid from Perkins IV VTEA funds.

File Attachments

[RP Group Agreement.pdf \(153 KB\)](#)

Subject 22.02 DIS - Approve Non-Standard Three Year Property/Liability Claims Administration Service Agreement between the Coast Community College District and Keenan and Associates

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Three Year Property/Liability Claims Administration Service Agreement between the Coast Community College District and Keenan and Associates

Background: The Coast Community College District is a long-term member of Keenan's State Wide Association of Community Colleges (SWACC) program of pooled insurance coverage for its Property and Liability claims, which allows the District to benefit from the pooled resources of SWACC's 47-member districts and JPA's. As part of its member services, Keenan provides Property and Liability claims administration services for its member districts.

Comments: District General Counsel had concerns with the "gross negligence" phrase in Section 7, Limitation of Liability portion of the agreement, and felt the word "gross" should be deleted. Keenan's underwriters could not revise the wording as recommended by General Counsel, but in response, Keenan increased their General Liability insurance coverages from \$1,000,000 (per occurrence) /\$2,000,000 (aggregate) to \$2,000,000/\$5,000,000, still keeping a limit on their liability. The Coast Community College District continues to have a positive working relationship with Keenan and Associates, benefiting from the broad experience and cost-effective approach to claims handling and litigation by Property/Liability claims department, and wishes to proceed with the Agreement.

Recommendation: After review by Risk Services, District General Counsel, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to extend the Property/Liability claims administration service agreement with Keenan and Associates for a period of three years, from November 1, 2011 through October 31, 2014. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (Copy of Agreement attached to each Trustee's agenda, Attachment #7).

Fiscal Impact: Claims administration fees for each policy year 2011-2014 will not exceed \$20,000.00. (Expiring agreement for November 1, 2008 through October 31, 2011, fees did not exceed \$20,000.00).

File Attachments

[Keenan.pdf \(147 KB\)](#)

Subject **22.03 DIS - Approve Agreement between HighMark Administration and Consulting and the Coast Community College District for Management Vacation Payout Services**

Meeting **Dec 14, 2011 - Regular Meeting**

Category **22. Approval of Agreements**

Access **Public**

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

Approve Agreement between HighMark Administration and Consulting and the Coast Community College District for Management Vacation Payout Services.

1. Background

Board Policy 7901 requires that vacation payouts to managers upon separation from the District be disbursed as an employer contribution to a third party administrator. The service provided by the current vendor has diminished, causing delays in access to the funds. HighMark Administration and Consulting has presented a more streamlined process which will facilitate the availability of the funds to the separating manager. There is no cost to the District to establish and maintain the accounts.

2. Goal/Purpose

- a. To provide better service to managers separating from the District
- b. To simplify the process for vacation payouts

3. Recommendation

After review by the Vice-Chancellor, Administrative Services and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between HighMark Administration and Consulting and the District. This Agreement provides the District with improved services to management employees. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See KEEP Service Agreement Attachment #8)

4. Fiscal Impact: No cost to the District.

File Attachments

[KEEP Services Agreement 2011-11-30.pdf \(116 KB\)](#)

Subject 22.04 OCC - Approve Non Standard Agreement between Mesa Consolidated Water District and Coast Community College District to Enter into a License Agreement to Install a Water Vending Machine on the Orange Coast Campus

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Non Standard Agreement between Mesa Consolidated Water District and Coast Community College District (Orange Coast College) to Enter into a License Agreement to Install and Operate a Water Vending Machine on the Orange Coast College Campus

Background: Mesa Consolidated Water District is a county water district organized and operating pursuant to applicable provisions of the California Water code.

Goal/Purpose: Mesa Consolidated Water District desires to install and operate on the campus one water vending machine to help meet drinking water needs of students, faculty, staff and members of the community on the Orange Coast College campus. Mesa Water is taking various actions involving public outreach, water use education and service to Mesa Water customers located within its boundaries.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Mesa Consolidated Water District and Coast Community College District (Orange Coast College) for the purpose of installing one water vending machine on the Orange Coast College campus. This Agreement shall have an initial term of five years following the acceptance date of the Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #9)

Fiscal Impact: None

File Attachments

[Water District.PDF \(345 KB\)](#)

Subject **22.05 OCC - Approve Authorization to Enter Into a Non-Standard Agreement between the Coast Community College District and the Community College Library Consortium for the Purchase of the Academic Premier Database Package Through EBSCOHOST**

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Authorization to Enter Into a Non-Standard Agreement between the Coast Community College District and the Community College Library Consortium for the Purchase of the Academic Premier Database package through EBSCOHOST

Background: The library would like to purchase from EBSCOHOST (Elton B. Stevens Co.) through the Community College Library Consortium (CCLC) the Academic Premier Database package. These databases provide our students and faculty with journal, magazines and newspaper articles in multiple discipline areas. This database package will be replacing the Gale Academic OneFile database package, which we will be canceling our subscription to. This database package was evaluated and deemed to be superior in content and value.

Goal/Purpose: To enhance our existing electronic journal collection and give students access to quality library resources 2417.

Comments: None.

Recommendation Statement: After review by the College President, Vice Chancellor of Administrative Services and District General Counsel, it is recommended by the Chancellor that authorization be given to enter into a standard agreement between the Coast Community College District (Orange Coast College) and the Community College Library Consortium (CCLC) for EBSCOHOST for OCC Library electronic databases effective January 1, 2012, through December 30, 2012. Original date of agreement for the databases: EBSCOHOST Premier Package Annual Fee \$19,957.00. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #10)

Fiscal Impact: \$19,957.00

File Attachments

Scan001 (3) EBESCO.docx (46 KB)

Subject 22.06 OCC - Approve Authorization to Enter Into a Non-Standard Agreement between the Coast Community College District and the Community College Library Consortium for Journal Storage

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Authorization to Enter Into a Non-Standard Agreement between the Coast Community College District (Orange Coast College) and the Community College Library Consortium.

Background: The library would like to purchase from JSTOR (Journal Storage) through the Community College Library Consortium (CCLC) the JSTOR Arts & Sciences Collections I & II. These databases provide our students and faculty with journal articles in the areas of history, sociology, economics, and more. Faculty have requested that these databases be purchased.

Goal/Purpose: To enhance our existing electronic journal collection and give students access to quality library resources 24/7.

Comments: None

Recommendation Statement: After review by the College President, Vice Chancellor of Administrative Services and District General Counsel, it is recommended by the Chancellor that authorization be given to enter into a standard agreement between the Coast Community College District (Orange Coast College) and the Community College Library Consortium for JSTOR for OCC Library electronic databases effective January 1, 2012, through December 30, 2012. Original date of agreement for the databases:

Arts & Sciences I	Annual Fee: \$1,500
Arts & Sciences II	Annual Fee: \$1,000
Language and Literature	Annual Fee \$490

The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #11)

Fiscal Impact: \$2,990

File Attachments

Scan001.PDF (679 KB)

Subject 22.07 OCC - Approve Authorization to Enter Into a Non-Standard Agreement between the Coast Community College District and the Community College Library Consortium

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Authorization to Enter Into a Non-Standard Agreement between the Coast Community College District (Orange Coast College) and the Community College Library Consortium

Background: The library would like to purchase from Springer-Verlag, New York, LLC through the Community College Library Consortium (CCLC) the E-books 2011 collection. This e-book collection will provide our students and faculty with approximately 4,000 books in multiple subject areas, including business, science, humanities, mathematics and more.

Goal/Purpose: To enhance our existing e-book collection and give students access to quality library resources 24/7.

Comments: None.

Recommendation Statement: After review by the College President, Vice Chancellor of Administrative Services and District General Counsel, it is recommended by the Chancellor that authorization be given to enter into a standard agreement between the Coast Community College District (Orange Coast College) and the Community College Library Consortium for Springer-Verlag, New York, LLC for OCC Library electronic databases effective January 1, 2012, through December 30, 2012. Original date of agreement for the databases: EBooks 2011 collection. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #12)

Fiscal Impact: \$5,000

File Attachments

Springer-Verlag.pdf (43 KB)

Subject 22.08 OCC - Approve Non-Standard Agreement between the Comevo LLC and the Coast Community College District to Provide Hosting of the Financial Aid Online Orientation Services to the Financial Aid Office

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between the Comevo LLC and the Coast Community College District to Provide Hosting of the Financial Aid Online Orientation Services to the Financial Aid Office

Background: Comevo will provide the CCCD with a customized online financial aid orientation. The service will be accessible to students 24/7 via the Internet. Students and parents will receive consistent financial aid information online.

Goal/Purpose: Comevo will provide hosting the financial aid online orientation. Students and parents will have access to complete the financial aid orientation online 24/7.

Comment: None

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Comevo and the Coast Community College District for the purpose of hosting the financial aid orientation services to the Financial Aid Office. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #13)

Fiscal Impact: \$8,000 - Categorical Funds

File Attachments

[ComevoAgreement OrangeCoast rev201111031045 \(5\).pdf \(923 KB\)](#)

Subject 22.09 OCC - Approve a Non-Standard Agreement between Orange Coast College and American Program Bureau, Inc. for the Purpose of Speaking on Campus as Part of the Distinguished Speaker Program

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between Orange Coast College and American Program Inc. for the Purpose of Speaking on Campus as Part of the Distinguished Speaker Program

Background: Through generous funding from the Orange Coast College Foundation to Staff Development, OCC faculty have the opportunity to apply for up to \$7,500 to bring a distinguished speaker for a one-day visit to the OCC campus. American Program Inc. (Jared Cohen) was selected as the Distinguished Speaker for the fall 2011. He is the director of Google Ideas and an Adjunct Fellow at the Council on Foreign Relations, and an author.

Goal/Purpose: The Distinguished Speaker Grant is designed to bring high-profile speakers to OCC to enhance our learning community and stimulate thought on significant topics. Jared Cohen discussed how college students can get involved in politics and gain leadership skills.

Comments: Jared Cohen's contracts were signed and returned from his agent, American Program Bureau, Inc. after the event. (Originally submitted for Board Approval 10/5/11 as a Standard Agreement)

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between American Program, Inc. and the Coast Community College District for the purpose of providing a public lecture on how college students can use social media technology to effect political change. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #14)

Fiscal Impact: \$5,200 from Staff Development funds

File Attachments

[American Program Bureau.pdf \(435 KB\)](#)

Subject **22.10 DIS - Approve Educational Administrator Agreements**

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

After review by the District General Counsel and the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board of Trustees approve the Educational Administrator Employment Agreements for the following educational administrators. The Board President, or designee, is authorized to sign the Agreements and any related documents, indicating approval by the Board. (See Attachment #15)

Name	Position	College	Start Date	End Date
Ames, Steven M.	Coord., Criminal Justice Training Center	GWC	7/1/2012	6/30/2014
Asim, Paul M.	Dean	OCC	7/1/2012	6/30/2014
Bachmann, Robin R.	Assoc. Dean/Director, Student Health Center	GWC	7/1/2012	6/30/2014
Baird, David L.	Dean	GWC	7/1/2012	6/30/2014
Ballinger, Kevin T.	Dean	OCC	7/1/2012	6/30/2014
Benoit, Douglas R.	Dean	OCC	7/1/2012	6/30/2014
Boehler, Ted A.	Dean	CCC	7/1/2012	6/30/2014
Clark, Kristin L.	Vice President, Student Services	OCC	7/1/2012	6/30/2014
Groot, Joycelyn M.	Dean, Military, Corporate & Community Programs	CCC	7/1/2012	6/30/2013
Lowenberg, Ronald E.	Dean	GWC	7/1/2012	6/30/2014
Mandelkern, Michael A.	Dean	OCC	7/1/2012	6/30/2014
Tamanaha, Stephen Y.	Director	OCC	7/1/2012	6/30/2014
Wilkerson, Lois	Admin. Dire., Workforce Economic Development	CCC	7/1/2012	6/30/2013
Worden, Sylvia L.	Assoc. Dean/Director, Student Health Center	OCC	7/1/2012	6/30/2014

File Attachments

[12-14-11 Board Item Attachment.pdf \(1.081 KB\)](#)

Subject 22.11 CCC - Approve Agreement between City of Costa Mesa Neighborhood Community Center and the Coast Community College District for Function Space for the April 26, 2012 Scholarship Awards Ceremony

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Matters for Review, Discussion and/or Action

Approve Agreement between City of Costa Mesa Neighborhood Community Center and the Coast Community College District for Function Space for the April 26, 2012 Scholarship Awards Ceremony

- 1. Background:** Coastline Community College does not have a location large enough to hold its scholarship awards ceremony. After considering cost, location and capacity it was decided that the City of Costa Mesa Neighborhood Community Center would provide adequate space for the ceremony, as well as be a cost-effective venue.
- 2. Goal/Purpose:** To award and celebrate our scholarship recipients along with students, staff, faculty and scholarship donors.
- 3. Comments (if any):** City of Costa Mesa Neighborhood Community Center has agreed to add the following verbiage, "Except if damages are caused by the City's sole negligence or other wrongdoing." Legal counsel has advised that while the addition of the word "sole" is not ideal, it may need to suffice. For example, even if the City was 99% negligent it would not be liable because any damages were not due to the City's "sole" negligence.
- 4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the City of Costa Mesa Neighborhood Community Center and the Coast Community College District for the function space for its scholarship awards ceremony. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See CM Neighborhood Community Center Attachment #16)
- 5. Fiscal Review and Impact:** Expense amount of \$1,900 to be paid from General funds.

File Attachments

[CM Neighborhood Community Center.pdf \(27 KB\)](#)

Subject **22.12 OCC - Approve Non- Standard Agreement between Orange County Superintendent of Schools/Special Schools Program and Coast Community College District (Orange Coast College/Golden West College) to Renew the Use of the Facilities Agreement**

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between Orange County Superintendent of Schools/Special Schools Program and Coast Community College District (Orange Coast College/Golden West College) to Renew the Use of the Facilities Agreement

Background: The agreement with Orange County Superintendent of Schools/Special Schools Program was originally board approved May 26, 1999 and has previously been Board approved on the following dates 6/21/00, 8/21/02, 6/16/04, 6/21/06, 5/7/08.

Goal/Purpose: To extend the term of the agreement to June 30, 2013. Orange County Superintendent of Schools/Special Schools Program provides transition classes to special education young adults from 18 to 22 years of age. They utilize District Facilities (Orange Coast College/Golden West College) to conduct a transition class.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that authorization be given to renew a non-standard agreement between Orange County Superintendent of Schools/Special Schools Program and Coast Community College District (Orange Coast College/Golden West College) for the purpose of allowing OCSS to utilize District facilities to conduct a transition class for special education students. This Agreement will be from July 1, 2010 through June 30, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #17)

Fiscal Impact: None

File Attachments

[Scan001.PDF \(284 KB\)](#)

Subject 22.13 CCC - Approve the Seaport 3.0 Learning Course Management System Master Hosting and License Agreement between Fremont College and the Coast Community College District

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Matters for Review, Discussion and/or Action

Approve the Seaport 3.0 Learning Course Management System Master Hosting and License Agreement between Fremont College and the Coast Community College District

1. Background: This Agreement serves as the Master License between Fremont College and the Coast Community College District for grant of rights by the District for the use and hosting of the Seaport Learning Content Management System and online courses subject to specific terms covered by Supplemental Service Agreement.

2. Goal/Purpose: To grant a license to Fremont College for the use of the Seaport 3.0 Learning Course Management System.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Seaport 3.0 Learning Course Management System Master Hosting and Licensing Agreement between Fremont College and the Coast Community College District. This Agreement and its Supplemental Service Level Agreement contains the entire Agreement and understanding of the parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Fremont Master Host & License Attachment #18)

5. Fiscal Review and Impact: Subject to terms and conditions of individual Supplemental Service Level Agreements.

File Attachments

[Fremont Master Host & License.pdf \(134 KB\)](#)

Subject 22.14 CCC - Approve a Supplemental Service Level Agreement to the Seaport 3.0 Learning Course Management System Master Hosting and Licensing Agreement between Fremont College and the Coast Community College District

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Matters for Review, Discussion and/or Action

Approve a Supplemental Service Level Agreement to the Seaport 3.0 Learning Course Management System Master Hosting and Licensing Agreement between Fremont College and the Coast Community College District

1. Background: Under this Agreement, special pricing is offered to Fremont College in consideration of their Agreement to serve as a pilot site and early adopter of Seaport 3.0. Fremont College agrees, as a pilot site, to document software operational issues during the initial pilot period and to keep a list of recommended enhancements to the system that will improve usability and operational effectiveness for students and teachers. The District would then be able to incorporate new features into a generalized version of Seaport available to all users.

2. Goal/Purpose: To license Fremont College as a pilot site and early adopter of Seaport 3.0 with special pricing in exchange for their documentation of software operational issues and recommendations of enhancements to the system for more effective student learning and teaching.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Supplemental Service Level Agreement for Fremont College with their license of Seaport 3.0 Learning Course Management System. The Supplemental Service Level Agreement and Master Hosting and Licensing Agreement contains the entire Agreement and understanding of the parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Fremont Supplemental Service Level Attachment #19)

5. Fiscal Review and Impact: Revenue to Coast District of \$9,115 per year for the term of the Agreement.

File Attachments

[Fremont Supplemental Service Level.pdf \(72 KB\)](#)

Subject 22.15 CCC - Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Matters for Review, Discussion and/or Action

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

1. Background: This project is to provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, CalWORKs Welfare to Work Employment Service Program (On-the-Job Training and Work Experience), Senior Community Service Employment Program and the National Emergency Grant Program. In addition, this Amendment will include the On-The-Job Training and Work Experience.

2. Goal/Purpose: Meet contractual agreement with the Orange County Workforce Investment Board (OCWIB) for the operation of the Orange County One-Stop Center.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amended Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – North. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See WIA Agreement - North Attachment #20. Prior Board Approval: June 15, 2011)

5. Fiscal Review and Impact: The County will reimburse Coastline Community College an additional amount of \$658,000 for a total contract of \$2,570,456 for operation of these programs.

File Attachments

[WIA Agreement - North.pdf \(26 KB\)](#)

Subject 22.16 CCC - Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - South

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Matters for Review, Discussion and/or Action

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

1. Background: This project is to provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, CalWORKs Welfare to Work Employment Service Program (On the Job Training and Work Experience), Disability Program Navigator, Senior Community Service Employment Program and the National Emergency Grant Program. In addition, this amendment will include the On The Job Training and Work Experience.

2. Goal/Purpose: Meet contractual agreement with the Orange County Workforce Investment Board (OCWIB) for the operation of the Orange County One-Stop Center.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the 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. (See WIA Agreement - South Attachment #21. Prior Board Approval: June 15, 2011)

5. Fiscal Review and Impact: The County will reimburse Coastline Community College an additional amount of \$579,000 for a total contract of \$2,612,966 for operation of these programs.

File Attachments

WIA Agreement - South.pdf (26 KB)

Subject	22.17 GWC - Approve Amendment to Non-Standard Agreement between Apple Inc. and the Coast Community College District for Completion of Work
Meeting	Dec 14, 2011 - Regular Meeting
Category	22. Approval of Agreements
Access	Public
Type	Discussion

Approve Amendment to Non-Standard Agreement between Apple Inc. and the Coast Community College District for Completion of Work

- 1. Background Information:** Installation of Apple servers in the new Learning Resource Center.
- 2. Goal/Purpose:** Continue the services performed during a separate engagement by completing the following: Installation and configuration of PresSTORE backup module for weekly full and/or nightly incremental backups to a Tandberg tape library.
- 3. Comments:** District General Counsel had concerns around the limitation of liability and publicity. Administration has carefully considered the risks/liability against other factors and still recommends the contract for approval.
- 4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the agreement between Apple Inc. and the Coast Community College District for Apple server installation, from December 16, 2011 through September 15, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Apple Amendment to Agreement, Attachment #22)
- 5. Fiscal Impact:** No cost to the College.

File Attachments

[Apple Agreement Amendment 2.pdf \(87 KB\)](#)

Subject **22.18 DIS - Approval of Appointment of Interim Vice President of Instruction, Orange Coast College, and Approval of Interim Educational Administrator Agreement**

Meeting Dec 14, 2011 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approval of Appointment of Interim Vice President of Instruction, Orange Coast College, and Approval of Interim Educational Administrator Agreement

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the appointment of the Interim Vice President of Instruction, Orange Coast College, and approve the Employment Agreement for the Educational Administrator, to serve during the recruitment for the full-time position, pursuant to the standard Interim Educational Administrator Agreement. The Board President, or designee, is authorized to sign the employment agreement and any related documents, indicating approval by the Board of Trustees, once the name, dates and salary are finalized. The contract will be available for Trustee and public review at the time of Board Meeting.

File Attachments

[INTERIM CONTRACT 12-14-11 BOARD.pdf \(74 KB\)](#)

23. Buildings and Grounds Approvals

Subject 23.01 DIS - Approve Standard Architectural Services Agreement with Bundy-Finkel Architects; Orange Coast College Swap Meet/Special Events Restroom Building

Meeting Dec 14, 2011 - Regular Meeting

Category 23. Buildings and Grounds Approvals

Access Public

Type Discussion

Approve Standard Architectural Services Agreement with Bundy-Finkel Architects; Orange Coast College Swap Meet/Special Events Restroom Building

1. Background:

Orange Coast College is seeking an architect to provide professional design/engineering services, bid document preparation, and construction administration oversight for the construction of a 700 square foot restroom building to be located adjacent to the Adams parking lot near the Horticulture Garden. This facility will regularly serve students traveling to and from the main parking lot, weekend swap meet patrons, and campus special events (i.e. athletic events).

2. Goal/Purpose :

Design and construction of a permanent restroom facility to support campus activities.

3. Comments:

None

4. Recommendation Statement

After review by the Orange Coast College Vice President of Administrative Services, Director of Facilities Planning and Construction, and the Vice Chancellor of Finance & Administrative Services, it is recommended by the Chancellor that authorization be given to employ Bundy-Finkel Architects for architectural services for the Orange Coast College Swap Meet/Special Events Restroom Building pursuant to the District's Standard Architectural Services Agreement. (See Attachment #23)

The scope of service is to include the following tasks:

a. Research/Programming Services	\$ 4,120
b. Design & Construction Documents	\$18,800
c. Agency Processing (DSA approval & closeout)	\$ 3,400
d. Construction Admin/Observation	\$ 4,600

Total fee for architectural services under this agreement: \$30,920

h. Reimbursable Expenses	\$ 1,850
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It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the agreement.

Fiscal Impact: \$32,770.00 (OCC Enterprise Funds)

File Attachments

OCC Bundy Finkel Architects Agreement.pdf (1,322 KB)

Subject	23.02 DIS - Approve Standard Professional Services Agreement with Dougherty & Dougherty Architects; Orange Coast College Recycling Center Feasibility Study
Meeting	Dec 14, 2011 - Regular Meeting
Category	23. Buildings and Grounds Approvals
Access	Public
Type	Discussion

Approve Standard Professional Services Agreement with Dougherty & Dougherty Architects; Orange Coast College Recycling Center Feasibility Study

1. Background:

This project seeks to explore the potential expansion and/or relocation of the Orange Coast College Recycling Center consistent with the campus Vision 2020 master plan. The feasibility study will largely entail research as to infrastructure and site limitations, interaction with staff, students, faculty and community members to determine interest, investigation into the potential integration of academic curriculum into the recycling program, identification of project costs and long-term revenue opportunities, and the publication of a hardcopy and electronic Feasibility Study for the purposes of education, planning, funding, and design.

Pursuant to RFQ 002-11, the campus selection committee has received, evaluated, interviewed, and subsequently recommended Dougherty & Dougherty Architecture to perform this study. Dougherty & Dougherty was one of 13 respondents to this Request for Qualifications solicited in March.

2. Goal/Purpose:

Conduct a comprehensive feasibility study regarding the potential expansion and/or relocation of the currently undersized Recycling Center. This project is consistent with the Orange Coast College Vision 2020 master plan.

3. Comments

None

4. Recommendation Statement:

After review by the Orange Coast College Vice President of Administrative Services, Senior Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Dougherty & Dougherty for services related to the Orange Coast College Recycling Center Feasibility Study pursuant to the District's Standard Professional Services Agreement.

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

Fiscal Impact: \$30,000 (ASOCC Recycling Center Funds)

(See Attachment #24)

File Attachments

OCC Recycling Center Dougherty + Dougherty Std Agreement.pdf (1,104 KB)

24. General Items of Business

Subject	24.01 DIS - Appointments of Trustee Lorraine Prinsky as Trustee Representative and Mr. Jamison Power as Community Representative to the Vice Chancellor of Educational Services and Technology Search Committee
Meeting	Dec 14, 2011 - Regular Meeting
Category	24. General Items of Business
Access	Public
Type	Discussion

Appointments of Trustee Lorraine Prinsky as Trustee Representative and Mr. Jamison Power as Community Representative to the Vice Chancellor of Educational Services and Technology Search Committee

It is recommended by Trustee Jerry Patterson that the Board appoint Trustee Lorraine Prinsky as Trustee Representative and Mr. Jamison Power as Community Representative to the Vice Chancellor of Educational Services and Technology Search Committee. A copy of Mr. Power's resume is attached to each Trustee's agenda (See Attachment #25).

File Attachments

[Resume Power.pdf \(33 KB\)](#)

Subject 24.02 GWC - Approve Golden West College's Articulation and Transfer Center Plan for 2011-12

Meeting Dec 14, 2011 - Regular Meeting

Category 24. General Items of Business

Access Public

Type Consent

Approve Golden West College's Articulation and Transfer Center Plan for 2011-12

It is recommended that the 2011-12 GWC Articulation and Transfer Center Plan be approved, which includes the Articulation and Transfer Center activities and services provided to students, staff, and faculty (see GWC Transfer Center Plan 2011-12 Attachment #26).

File Attachments

[GWC Transfer Center Plan 2011-12.pdf \(173 KB\)](#)

Subject 24.03 OCC - Harry and Grace Steele Children's Center Approval to Increase the Tuition Rates for Full Cost Families

Meeting Dec 14, 2011 - Regular Meeting

Category 24. General Items of Business

Access Public

Type Discussion

Harry and Grace Steele Children's Center Approval to Increase the Tuition Rates for Full Cost Families

Orange Coast College Harry and Grace Steele Children's Center is requesting Board approval to increase the tuition rates for full cost families (students, faculty staff and community). The rate of increase is 5% for all programs - infants, toddlers, young preschool and preschool.

Our goal was to evaluate and increase parent fees every two years to ensure and maintain our high quality program with regard to increases in operating expenses. The increase rate is to cover anticipated midyear cuts of 3-6% with state funding and help restore one lead teacher position for continuity and stability for children. Currently, two classrooms have two hourly part time lead teachers that work a two or three day week workload due to the 150 day restriction of hourly employees.

The Children's Center last raised tuition two years ago with Board approval in December 2009 for January 2010 increase. With this new proposed increase the Center will be able to sustain our goals of providing quality programming and maintaining affordable child care fee's for families that meet market rate standards. Attached is the child care comparison rate of comparable child care centers in Orange County as well as several for profit centers. The 5% increase would maintain our goal of being above the medium rate but not out of reach economically for local families. The tuition increase has been reviewed and unanimously endorsed and recommended for approval by the Children's Center Parent Advisory Committee (PAC), Associated Students of Orange Coast College (ASOCC), Student Services Planning Council (SSPC), College Council and the College Budget Committee.

These tuition increases do not affect fully or partially subsidized student families enrolled at the Center. These are categorical funds. (See Attachment #27)

File Attachments

[Children's Center.PDF \(102 KB\)](#)

Subject 24.04 DIS - Bid Tabulations and Award of Contract: Orange Coast College Film/Video Department Upgrade to High Definition; Bid 1998

Meeting Dec 14, 2011 - Regular Meeting

Category 24. General Items of Business

Access Public

Type Matters for Review, Discussion and/or Action

Bid Tabulations and Award of Contract: Orange Coast College Film/Video Department Upgrade to High Definition; Bid 1998

1. Background. The bid for Bid #1998 was advertised on November 1, 2011 and November 8, 2011 and stipulated a mandatory job walk on November 14, 2011. Three (3) bid packages were e-mailed to prospective bidders. Three (3) Prospective bidders were present for the job walk. Three (3) bids were received and one (1) of the bids was a no bid. Bids were publicly opened on November 29, 2011.

2. Goal/Purpose. The goal was to solicit comprehensive responses from prospective bidders on the original specifications with a realistic design that kept the cost of the project within a budget of \$280,000.00.

3. Comments: The award criteria, as specified in the Special conditions, stated that this bid would be awarded based upon functional capabilities, teachability, ease of use, site-specific needs, technical support, and warranties. Triton Technology Solutions Inc provided a detailed proposal that was comprehensive and financially advantageous to OCC's Film/Video Department. After an extensive analysis of the bids by the evaluation committee, it is recommended that the bid be awarded to Triton Technology Solutions Inc. Bid results shown below:

Triton Technology Solutions Inc. 209 Avenida Del Mar Ste. 203 San Clemente, CA 92672	\$270,000.00
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VMI Inc. 11258 Monarch St Unit A Garden Grove, CA 92841	\$319,436.01
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Snader & Associates 1422 E 33rd St Signal Hill, CA 90755	No Bid
----------------------------------------------------------------	---------------

4. Recommendation Statement: After analysis and review by the evaluation committee, Purchasing and Accounts Payable Manager, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board award Bid 1998 to Triton Technology Solutions Inc.

5. Fiscal Review and Impact: \$270,000.00 (Grant Funds)

Subject	24.05 DIS - Authorization to Retain Special Counsel for County Property Tax Dispute
Meeting	Dec 14, 2011 - Regular Meeting
Category	24. General Items of Business
Access	Public
Type	Discussion

Authorization to Retain Special Counsel for County Property Tax Dispute

1. Background

On June 30, 2011, the Governor signed Senate Bill 89 (SB 89), which reallocated Orange County's annual receipt of approximately \$49.5 million (estimated 2011/12 amount) in Vehicle License Fee (VLF) revenue. No other County was impacted by SB 89. The intended effect of SB 89 was to restore the treatment of Orange County to that of all other counties Statewide.

The 1996 Orange County bankruptcy debt issue had pledged \$54 million per year of VLF to bond holders. The State could not "impair" the contract with bond holders but a 2005 refinancing of the bankruptcy debt removed the requirement to pledge VLF.

In 1992, the State of California found itself in a serious deficit position. To meet its obligations to fund education at specified levels under Proposition 98, the State enacted legislation that shifted partial financial responsibility for funding education to local government (cities, counties and special districts). The State did this by instructing county auditors to shift the allocation of local property tax revenues from local government to "educational revenue augmentation funds" (ERAFs), directing that specified amounts of city, county and other local agency property taxes be deposited into these funds to support schools. The Auditor Controller provides an annual estimate of School Property Taxes (November). The annual estimate includes the amount of property taxes (from ERAF) needed to fund VLF losses of Cities and the County.

The November 2011 estimate by the Auditor-Controller will include increased property tax (from ERAF) to the County of Orange due to the VLF reallocation implemented by SB 89. The County Superintendent of Schools in turn uses the above estimate to notify the State of the amount of funding (State Aid) needed to meet each district's "Revenue Limit" (revenue per pupil based on State formulas).

2. Goal/Purpose

More recently Orange County has moved to make up for \$49.5 million in tax revenues lost to the State earlier this year and will grab \$73.5 million in property taxes once destined for local school districts. While current law provides for State backfill of a shortfall of property taxes for local school districts, community colleges have no such protections; a fact seemingly lost on county officials. The community college system could face a shortfall of nearly \$10 million from this action.

Recognizing the severity of this problem staff has met with local community college leaders, the Orange County Department of Education, the State Chancellor's office and various officials from the County of Orange. The exposure is multi-faceted with short and long range implications. The proposed shift in funds would take place in two steps in January and May following December and April property tax collections. The initial cash flow impact will likely be limited to local community college districts and will emerge as soon as December. The cash flow impact to Coast is estimated to be approximately \$4.6 million. Depending on the

timing of local reporting to the State, the budgetary impact will be felt by all districts around the State as soon as February. The budgetary impact to Coast is estimated to be in the \$300 to \$400 thousand range. In the longer term the concern that emerges is the integrity of the property tax as a stable and predictable revenue element of community college finance.

3. Comments: None

4. Recommendation Statement

It is recommended that the Board of Trustees authorize the Chancellor to work with the CEO's from the other Orange County Community College Districts and the Orange County Department of Education to identify and place under retainer Special Counsel in order to work cooperatively and collaboratively to protect our interests and the integrity of the property tax revenue stream for the community college system. Any contractual action taken under the authority granted by this agenda item will be presented for ratification at the next regularly scheduled meeting of the Board.

5. Fiscal Review & Impact: To be determined.

Subject	24.06 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreement for Contractor Services
Meeting	Dec 14, 2011 - Regular Meeting
Category	24. 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 contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2011-2012. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price.

The Board President, or designee be authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

Carter Brothers Fire and Life Safety
565 W. Lambert Road Suite E
Brea CA 92821

Subject	24.07 DIS - Authorization of Underwriting Team for Feasibility Study of 2012 General Obligation Bond Measure
Meeting	Dec 14, 2011 - Regular Meeting
Category	24. General Items of Business
Access	Public
Type	Consent

Authorization of Underwriting Team for Feasibility Study of 2012 General Obligation Bond Measure

1. Background

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

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

Following a presentation to the Land Development Committee, the Board received a presentation of the CIP at its meeting of October 19, 2011 and subsequently directed staff to develop and issue Requests for Qualifications/Proposals to secure a bond financing team including bond Counsel, underwriter, financial advisor, pollster and political strategist.

Staff has since developed and issued RFP's for services including Underwriter, Financial Advisor, Pollster, Political Strategist and Bond Counsel.

2. Goal/Purpose

To communicate to the board the recommended make-up of the bond underwriting team. A companion board item will have a recommendation for a Pollster. Recommendations for the balance of the team will follow in January.

3. Comments

On November 17, 2011, we received written responses for RFP #2000 for underwriting services for a possible 2012 General Obligation bond measure. The Request for Proposal was advertised per Public Contract Code requirements in the OC Register, LA Times, Daily Pilot, Huntington Beach, and Laguna Beach papers. 11 proposals were sent out to investment banking/underwriting firms and 6 were received in response.

The selection committee makeup was as follows:

- o Andrew Dunn
- o Jerry Marchbank – Facilities Representative
- o Kim McCord – Finance Representative
- o Martha Parham – Public Relations Representative
- o Lynne Thissell – Confidential Representative

- o Richard Kudlik – CDMA Representative
- o CFE respectfully declined their committee seat
- o CFCE failed to respond
- o John Eriksen served as a non-voting ex officio member

The committee after rating all 6 proposals invited the top three firms to give a presentation before the committee. These presentations were performed December 5, 2011.

4. Recommendation Statement

The potential scale of the bond measure is such that staff believes it warrants an underwriting team as opposed to a single underwriting firm. The Committee was sufficiently impressed with the presentations of all three firms interviewed and it is recommending that the Board of Trustees appoint all three firms including RBC, Piper Jaffray and Citibank to serve as an underwriting team.

In this type of team arrangement, an owner may designate one team as the lead underwriter or rotate the role of lead among the team members. In the early feasibility phase of the bond program a more collaborative approach involving all three firms is planned. Once the district is through the feasibility phase, and in the event the Board chooses to place the matter before the voters, a recommendation to establish a formal order for the team will be advanced to the Board

Staff further recommends the Board authorize the Chancellor or designee to enter into a contract with each firm and present the agreements to the Board for ratification at their next regularly scheduled meeting.

5. Fiscal Review & Impact

Underwriters will be paid out of bond proceeds only in the event of a successful bond measure.

Subject **24.08 DIS - Authorization of Public Opinion Research/Polling Firm for Feasibility Study of 2012 General Obligation Bond Measure**

Meeting **Dec 14, 2011 - Regular Meeting**

Category **24. General Items of Business**

Access **Public**

Type

Authorization of Public Opinion Research/Polling Firm for Feasibility Study of 2012 General Obligation Bond Measure

1. Background

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

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

Following a presentation to the Land Development Committee, the Board received a presentation of the CIP at its meeting of October 19, 2011 and subsequently directed staff to develop and issue Requests for Qualifications/Proposals to secure a bond financing team including bond Counsel, underwriter, financial advisor, pollster and political strategist.

Staff has since developed and issued RFP's for services including Underwriter, Financial Advisor, Pollster, Political Strategist and Bond Counsel.

2. Goal/Purpose

The purpose of this item is to communicate to the board the recommendation from the selection committee for the bond Public Opinion Research/Polling firm. A companion board item will have a recommendation for an underwriting team. Recommendations for the balance of the team will follow in January.

3. Comments

On November 17, 2011, we received written responses for RFP #1999 for Public Opinion Research/Polling Services for a possible 2012 General Obligation bond measure. The Request for Proposal was advertised per Public Contract Code requirements in the OC Register, LA Times, Daily Pilot, Huntington Beach, and Laguna Beach papers. Seven proposals were sent out to Public Opinion Research/Polling firms and three were received in response.

The selection committee makeup was as follows:

- Andrew Dunn
- Jerry Marchbank – Facilities Representative
- Kim McCord – Finance Representative
- Martha Parham – Public Relations Representative

- o Lynne Thissell – Confidential Representative
- o Richard Kudlik – CDMA Representative
- o CFE respectfully declined their committee seat
- o CFCE failed to respond
- o John Eriksen served as a non-voting ex officio member

The committee after rating all three proposals invited the top two firms to give a presentation before the committee. These presentations were performed December 5, 2011.

4. Recommendation Statement

Polling services will represent a key component in the feasibility stage of the bond measure. The Polling firm will be working in tandem with staff as well as the underwriter in terms of framing questions regarding bond size and taxation levels. From the most recent discussion with the Board concerning a bond measure, both the June 2012 and November 2012 elections, are under consideration. As an election must be called by resolution by the Board approximately three months in advance of the election date, time is of the essence in order to present meaningful and timely data to the Board regarding these potential opportunities.

After reviewing written responses and oral interviews regarding RFQ#1999 for Public Opinion Research/Polling Services, the selection committee unanimously recommends Godbe Research for this service. Highlights of their proposal are as follows:

- o A demonstrated understanding and impact of the changing political landscape
- o Analyses of the pros and cons of a June vs. November election date
- o The benefit of targeted messaging
- o Resource allocation and availability

Staff recommends the Board authorize the Chancellor or designee to enter into a contract with Godbe Research and present the agreement to the Board for ratification at their next regularly scheduled meeting.

5. Fiscal Review & Impact

The cost for both an English and Vietnamese language survey in an 18-minute format with a sample size of 800 participants is \$38,430 or \$41,720 for a sample size of 900 participants and will be paid for out of General Funds.

Subject	24.09 DIS - Approve Addendum to Non-Standard Agreement with Blackboard Inc. for the Utilization of the Blackboard's Connect-Ed Emergency Notification Software
Meeting	Dec 14, 2011 - Regular Meeting
Category	24. General Items of Business
Access	Public
Type	Discussion

Approve Addendum to Non-Standard Agreement with Blackboard Inc. for the Utilization of the Blackboard's Connect-Ed Emergency Notification Software

1. Background:

As you are aware, since 2007 the District has utilized Alert-U to provide emergency text notifications to students/employees that elect to "opt-in" to the service. However, the District continues to experience low student enrollment in the service (less than 2%) which ultimately leaves our campus unable to communicate urgent information to students in the event of an emergency. In November of 2010, this inability was noted in the District's Great Shakeout after-action report as being a significant weakness in the District's overall emergency preparedness plan. This finding was further noted by the City of Costa Mesa in a more recent "active shooter" exercise that simulated such an event at Orange Coast College.

In addition to questions of efficiency, Alert-U does not allow for multi-modal (e.g. email, home phone, cell phone, digital signage) means of communicating emergency messages. The New Cleary Handbook, published by the U.S. Department of Education in February, stipulates that "overlapping means of communication must be issued, without delay,...in any case of an immediate threat to the health & safety of students or employees." This poses an obvious regulatory compliance issue.

As a noted weakness in our emergency plan, the District Crisis Response And Safety/Health (CRASH) Committee was tasked with evaluating and recommending the best solution for the District. The resulting recommendation to utilize the Blackboard Connect service was presented, discussed, and approved by the District Presidents' Council.

2. Goals/Purpose:

Implementation of a multi-modal, "opt-out", emergency notification system. The CRASH committee will oversee the District-wide installation and development of this program effective immediately, with the system to become active beginning in the Summer 2012 term.

3. Comments:

Blackboard, Inc. increased the fee for Connect service by 25% for community college subscribers, however, Blackboard has agreed to extend the prior rate schedule to Coast District.

4. Recommendation:

After review by District General Counsel, the Senior Director of Facilities Planning and Construction, and the Vice Chancellor of Administrative Services it is recommended by the Chancellor that authorization be given to amend the Non-Standard Agreement with Blackboard Inc. for the utilization of Connect-Ed Emergency Notification Software.

It is further recommended that the Board President, or designee, be authorized to sign the Addendum and any related documents, indicating approval by the Board of Trustees. (Copy of Addendum is attached to each Trustee's agenda. See Attachment #28)

Fiscal Impact: \$57,500 (District General Funds)

File Attachments

Non Std Agreeemnt Blackboard.pdf (61 KB)

Subject	24.10 DIS - Authorization for Immediate Use of Revised Non-Discrimination Statement
Meeting	Dec 14, 2011 - Regular Meeting
Category	24. General Items of Business
Access	Public
Type	Discussion

Authorization for Immediate Use of Revised Non-Discrimination Statement

After review by General Counsel and the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board authorize the immediate use of the revised Non-Discrimination Statement, shown below, in applicable District and College publications.

The Coast Community College District does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, military or veteran status, or genetic information.

A policy recommendation relating to the revised non-discrimination statement is presented in Item #28 of the Agenda. However, to incorporate the revised Statement in District or College publications that may be time sensitive, staff is requesting authorization for immediate use.

25. Approval of Minutes

Subject	25.01 DIS - Approval of Minutes
Meeting	Dec 14, 2011 - Regular Meeting
Category	25. 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 meeting(s) be approved:

Regular Meeting of November 16, 2011

File Attachments

Min 11-16-11 Regular Meeting.pdf (298 KB)

26. Close of Meeting

Subject	26.01 - 26.02 Close of Meeting
Meeting	Dec 14, 2011 - Regular Meeting
Category	26. Close of Meeting
Access	Public
Type	Action

26.01 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.

26.02 Adjournment

Master Agreement for Orange Coast College 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 Orange Coast 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 December 1, 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 Orange Coast College ("College"). 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 College 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) College facilities and equipment; (b) loans, scholarships, and grants-in-aids for College 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 College 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 policy or 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 shall 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 annually shall 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 President of the College, reporting to the District's Chancellor and then to the District's Board of Trustees, shall be responsible for ascertaining that all expenditures are in accordance with this Agreement and 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 College; 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 College or increased community awareness of College 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 College Facilities.** The College hereby grants to the Foundation permission to use the College 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 College, 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 College President. 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 College in returning the Facilities to its original condition, upon termination or expiration of this Agreement. The College, and its agents and employees, have a right to enter these Facilities at any time. The College reserves the right to terminate the Foundation's use of the Facilities, or any portion thereof, if needed for another College 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 College, 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 College President.

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: 12-7-11, 2011



President
Orange Coast College Foundation Board of Directors

Appendix "A"
District Employees Working For Foundation

<u>Employee Name</u>	<u>Position</u>	<u>% Time Working for Foundation</u>
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Appendix "B"
List of Facilities Utilized by Foundation

Master Agreement for Golden West College 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 Golden West 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 December 1, 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 Golden West College ("College"). 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) College facilities and equipment; (b) loans, scholarships, and grants-in-aids for College 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 President of the College, reporting to the District's Chancellor and then 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 College President. 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 College, 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: 12/5, 2011

President, Judy Elmore, Foundation Board of Directors

Appendix "A"
District Employees Working For Foundation

<u>Employee Name</u>	<u>Position</u>	<u>% Time Working for Foundation</u>
Margie Bunten	Director, Foundation & Community Relations	100%
Laurie Camody	Staff Aide	100%

Appendix "B"
List of Facilities Utilized by Foundation

Coast Colleges



Inspiration. Innovation. Graduation.

Board of Trustees
David A. Grant
Mary L. Hornbuckle
Jim Moreno
Jerry Patterson
Lorraine Prinsky, Ph.D.
Joe Venegas III,
Student Trustee

Chancellor
Andrew C. Jones, Ed.D.

November 30, 2011

J. Noah Brown
Association of Community College Trustees
1233 20th Street NW, Suite 301
Washington, DC 20036

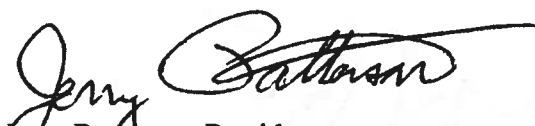
Dear Mr. Brown,

I am writing to express my support of the proposal that is being submitted by the Coast Community College District for Career Technical Education training for the Board of Trustees. The Board remains very concerned about the weak job market, the lack of career opportunities for students, and the gap between the skills of our workforce and the needs of the current job market.

With more information and knowledge about the state of the economy, labor markets, and new, cutting edge industries, our Board will be more effective in its collaboration with our District's administration, faculty and students. The training proposed in the enclosed application would be very beneficial in improving the Board's effectiveness in Career Technical Education.

I thank you in advance for your consideration of this proposal. Please do not hesitate to contact Trustee Moreno or Trustee Grant if you have any further questions or need additional information.

Sincerely,


Jerry Patterson, President
Board of Trustees

cc: Honorable Board of Trustees, Coast Community Colleges
Andrew C. Jones, Ed.D., Chancellor



Board of Trustees
David A. Grant
Mary L. Hornbuckle
Jim Moreno
Jerry Patterson
Lorraine Prinsky, Ph.D.
Joe Venegas III,
Student Trustee

Chancellor
Andrew C. Jones, Ed.D.

November 30, 2011


J. Noah Brown
Association of Community College Trustees
1233 20th Street NW, Suite 301
Washington, DC 20036

Dear Mr. Brown,

We are pleased to submit this grant application for Career Technical Education training for our governing board. Given the grave challenges that we face in today's marketplace, our governing board needs to have the most up to date information possible about industry, markets, career paths, and global economic issues. The proposal that we submit today will assist our board in improving its knowledge of Career Technical Education, will assist us in developing new and closer ties to the business community, and will bring forward a replicable model that Coast and other college districts can follow for increased awareness, and coordination on Career Technical Education issues. Equipped with the most current information in this critical area, our board will be able to make the most informed choices that will benefit our students and community.

We greatly appreciate your consideration our proposal. Please do not hesitate to contact is if you or your staff have questions or need additional information.

Sincerely,


Jim Moreno, Board Vice President
Chair, Career Technical Education Committee


David A. Grant, Trustee
Member, Career Technical Education Committee

cc: Honorable Board of Trustees, Coast Community Colleges
Andrew C. Jones, Ed.D., Chancellor

Enclosure

"Career Technical Education in the 21st Century"

A Training and Development Initiative for the Coast Community College District Board of Trustees

December 1, 2011

RESPECTFULLY SUBMITTED BY:

Trustee Jim Moreno, Vice President, Board of Trustees

Trustee David A. Grant

Dr. Christian Teeter, Secretary of the Board

(714) 438-4848

(714) 438-4878 Facsimile

Email: cteeter@cccd.edu

Coast Community College District

Board of Trustees Office

1370 Adams Avenue

Costa Mesa, CA 92626

Organization's Federal Tax ID: 95-6002272

Total Project Budget: \$10,000

Calendar Year 2012

Project Timeline: 12 months

Organization's Web site address: www.cccd.edu

ISSUE/FOCUS: The economy has undergone rapid changes over the past four years, with community college districts struggling to keep pace with industry and workforce needs. This is especially true in Career Technical Education (CTE) programs, which traditionally focused on placing graduates and certified students in manufacturing and light industry. Within our current economic climate, community college leaders must identify and develop the necessary curriculum to train the future workforce of America. This application puts forth a proposal to create a new system of community-based economic engagement for the Coast Community College District (CCCD).

The CCCD consists of Coastline Community College, Golden West College, and Orange Coast College, with a student population of over 50,000. The CCCD is governed by a five member Board of Trustees elected by the community. Through this system of community-based economic engagement, titled “Career Technical Education in the 21st Century (CTE21)”, the CCCD Board of Trustees will engage with the local economy and business to better understand:

- Emerging industries and technologies in need of short term and long term workforce development
- Opportunities to leverage the existing workforce through retraining activities
- Forging partnerships with industry, secondary education, business, veterans programs and community groups

The Board of Trustees has a responsibility to the students and the communities they serve to provide educational programs that are most relevant to the job market. With changes in the marketplace it is imperative that the Board receive regular training on new initiatives in CTE, such that the Trustees, in collaboration with the Chancellor and CCCD executive team, can recommend and strategize about the most viable options to be considered for new programs,

business partnerships, and course curricula to benefit the students that attend the CCCD three colleges. CTE 21 will give the Board the tools it needs to be more effective for the community.

TARGET POPULATION: The populations that will benefit from this proposed program are: the Board of Trustees; the District's executive team and management; faculty and students; K-12 partners; and Veterans.

EXPECTED OUTCOMES: The anticipated outcomes from this training activity will be increased awareness by Trustees about opportunities in CTE, greater understanding of new industries and technologies, improved ties with local businesses and industry leaders, and stronger relationships with faculty and students in the CTE areas of the CCCD and relevant programming to meet the needs of our returning military veterans.

The Trustees will gain greater understanding of new technologies that are part of growth industries, and can propose curriculum options for new programs, grant applications within innovative areas, and curricula development, as well as meet with community and business leaders to promote employment opportunities for our CTE credentialed students and graduates.

The CTE 21 Program: CTE 21 will provide new opportunities and developments within CTE. This series will provide new insights about growth industries in which community college students will receive preparation for new vocational training opportunities. All three training sessions will be Board meetings conducted within our local community, and will increase the Trustees' knowledge of CTE, enhance collaboration between the Board and CCCD administrators concerning CTE issues, and will grow the CCCD's relationships with local and national business leaders. Armed with more understanding and information, and with greater business relationships, the Board will be more effective in reviewing, advising, and evaluating

CTE initiatives that CCCD leaders and faculty will use to plan to develop and implement for our students.

PLANNING: The \$10,000 requested in this proposal are seed funds to conduct and develop market and industry research, plan events, create marketing and outreach materials, and to cover costs for guests and speakers that will participate in the program. As part of this proposal, three training events will take place. Here is a brief timeline of the proposed project:

March 2012	CTE Committee begins planning trainings
March 2012	Outreach, event details confirmed
April 2012	Board Training Event
April 2012	CTE convenes to discuss the first event, the topics learned, and develops a report back to the full Board of Trustees with an evaluation, highlights and new opportunities.
May 2012	Planning begins for August 2012 Training. Outreach materials are developed. Guest Speakers Invited.
June-July 2012	Final planning for the August 2012 session is completed.
August 2012	Second Training Event takes place
September 2012	The CTE Committee meets and prepares a report to the Board and provides evaluation opportunity on the second training.
October 2012	Third training event takes place
November 2012	Board CTE Committee prepares evaluation of third event and overall program evaluation materials
December 2012	The CTE Committee prepares a comprehensive report to the Board with an evaluation, input from administration about next steps, and a recommendation for future planning activities in this area.

The success of the trainings will be measured by the Board of Trustees during a self-evaluation exercise with a tool prepared by the Board's CTE Committee. The evaluation will focus on the level of new Board knowledge of opportunities; to what extent the trainings increased ties with industry leaders, trade groups and K-12 partners; and how the program enhanced Coast Colleges' CTE curriculum and programs.

NATIONAL REPLICATION: We believe that this new program is replicable on a national scale because of the mission-critical role that community colleges play in job training and

workforce development. This will hopefully encourage Trustees at all community colleges to tap their own business networks in order to bring forward new ideas and options for CTE training opportunities. The Board hopes to place a greater emphasis in the relationships with K-12 partners and veteran programs.

INNOVATION: The Board's Career Technical Education Committee has consistently played a leadership role in this area for CCCD. The Career Technical Education Committee has spearheaded efforts to expand innovative CTE education through grants, with a \$450,000 grant from the California State Chancellor's Office as seed money for a new solar energy project and a \$100,000 grant from Southern California Edison in January 2010. In this spirit of innovation to support these new projects, this proposal will take the lead in Orange County, and throughout California, in raising Trustee awareness of Career Technical Education. CCCD has demonstrated consistent leadership in CTE and through this grant will seek new training opportunities in innovative areas to spur the initiation of new, competitive programs for students.

Given the emphasis of Greenleaf's (1977) Servant Leadership that an actively engaged Board can set the tone for the entire organization, this program innovates by working to ensure that Trustees develop closer ties to the business community, are more informed about educational options for students, and are better engaged with the District administration, faculty and students in regard to Career Technical Education endeavors.

SUPPORT: The attached support letter from the Board President at Coast Colleges demonstrates Trustee support of this project. As this entire project is about team-work and partnership, the Board's Career Technical Education Committee will take the lead in the final development of this program with the Chancellor, Vice Chancellor of Educational Services and Technology, faculty, student leaders, and K-12 partners. Our previous success in Career

Technical Education program development through the Board's committee will help guide our work on this project. Potential partners are the Orange County Business Council, Southern California Edison, Southern California Gas Company, Chevron, Toyota, the Workforce Investment Board, The Irvine Company, Huntington Beach Unified School District, and Newport-Mesa Unified School District.

SUSTAINABILITY: Currently, no funds are available in the Board of Trustees' budget for this proposed training program. If selected, this proposal will serve as a pilot program for future training initiatives on Career Technical Education for the District and other interested jurisdictions. The success of this proposed program will set the stage for regular events within each Fiscal Year in which the District continues to promote Career Technical Education, develops ties with industry leaders, and works closely with its K-12 partners and faculty leaders to develop, improve, and refine curricula in this very important area of higher education. New funds for future training and meetings in this area for the Board will be solicited through District Foundations and local businesses that partner with the District, to sustain the program.

CONCLUSION: Community Colleges have to be proactive today in order to provide the training and education that students need to compete in today's marketplace. Through the training platform included in this proposal, Trustees will gain up to date perspective of the challenges and opportunities that confront Community Colleges in this critical area. Armed with new knowledge and understanding, Trustees at CCCD will be more effective in working with their Chancellor and other top administrators to develop programs that are at the forefront of the CTE arena. Clearly, the students, and community, will ultimately benefit from this greater knowledge and closer ties to the business community that will result from this proposed program.

APPENDIX

CTE 21 BUDGET

Coast Community Colleges**"CTE 21"****Proposed Budget**

Market Research	\$500.00
Marketing & Outreach	\$1,500.00
Facilities/Event Costs	\$3,250.00
Speaking Fees	\$1,250.00
Airfare/Accommodations	\$3,500.00
Total Proposed Budget	\$10,000.00

Coast Community Colleges

Funding Sources

State Funding

Federal Funding

Carl Perkins Act Funding

American Recovery and Reinvestment Act Funding

Workforce Investment Act Funding

Student Fees

Bookstore Revenues

Foundation Contributions

Swap Meet Revenue

Miscellaneous Grant Revenue

COAST COMMUNITY COLLEGES BUDGET

FISCAL YEAR

2011-12

COAST COMMUNITY COLLEGE DISTRICT

ADOPTED BUDGET

Estimate of Total District Income

2011-2012

	Adopted Budget 2010-11	Actual Income 2010-11	Adopted Budget 2011-12	Difference 2011-12 to 2010-11
8100-FEDERAL INCOME				
Restricted	9,049,671	9,488,549	8,701,493	-348,178
TOTAL FEDERAL INCOME	9,049,671	9,488,549	8,701,493	-348,178
8600-STATE INCOME				
Restricted	11,128,735	10,288,246	12,861,504	1,732,769
Unrestricted	70,766,000	77,351,687	61,273,684	-9,492,316
TOTAL STATE INCOME	81,894,735	87,639,933	74,135,188	-7,759,547
8800-LOCAL INCOME				
Restricted	4,300,725	4,422,122	5,158,620	857,895
Unrestricted	114,163,405	112,158,963	116,885,684	2,722,279
TOTAL LOCAL INCOME	118,464,130	116,581,085	122,044,304	3,580,174
8900-OTHER FINANCING SOURCES				
Restricted	0	0	0	0
Unrestricted	500,000	512,511	500,000	0
TOTAL OTHER FINANCING SOURCES	500,000	512,511	500,000	0
TOTAL GENERAL FUND INCOME	209,908,536	214,222,078	205,380,985	-4,527,551
TOTAL GENERAL FUND BEGINNING BALANCE	19,698,262	19,698,262	27,289,190	7,590,928
TOTAL INCOME	229,606,798	233,920,340	232,670,175	3,063,377



Board of Trustees Office

MEMORANDUM

December 5, 2011

To: Jerry Patterson, President, Board of Trustees
Lorraine Prinsky, Clerk, Board of Trustees
Trustee David A. Grant
Student Trustee Joe Venegas III

From: Trustee Jim Moreno, Board Vice President & Chair, Audit and Budget Committee
Trustee Mary L. Hornbuckle, Member, Audit and Budget Committee

Re: District 2010-2011 External Audit Report

Attached is the draft and summary of the FY 2010-11 external audit conducted by Vasquez & Company. The Board will be taking action to accept the audit at the December 14 meeting, for submission to the State Chancellor's Office.

The highlights of the audit include the following:

- A "clean" opinion from Vasquez & Company on the District and auxiliary organization financial statements, as noted on page 58 of the attached draft report.
- Strong cooperation from District management and staff in assisting with preparation of the audit report
- Two findings related to the reimbursement and calculation of financial aid, the former at Orange Coast College and the latter at Coastline Community College
- No findings in the District's General Obligation Bond accounting (Measure C)
- A recommendation in the District's management letter regarding enrollment, suggesting that college financial aid staff should monitor the timely reporting of student status changes
- Strong internal controls are in place at the District and colleges, and are noted in Vasquez's report
- Based on Vasquez's recommendation for enrollment staff issues, there will be a report prepared by District financial staff for a timeline to implement the recommendation

Peggy McBride, partner at Vasquez & Company has advised the Audit & Budget Committee that corrective measures are underway at Orange Coast College and Coastline Community College to address the two findings in this year's report.

Ms. McBride and Audit Manager Cristy Canieda will be attending the December 14 meeting to present the audit to the Board and to answer any questions we have.

Further, based on work presented, the issues audited and reported on, and the collaboration between staff and the external auditor, the Audit and Budget Committee recommends placing the extension of Vasquez & Company's contract on the January 18, 2012 meeting Agenda.

Attachment

DRAFT

**Management Letter Comment
Coast Community College District
Year ended June 30, 2011**

DRAFT

**The Honorable Board of Trustees
Coast Community College District
Costa Mesa, California**

In planning and performing our audit of the financial statements of Coast Community College District (the "District") as of and for the year ended June 30, 2011, in accordance with auditing standards generally accepted in the United States of America, we considered the District's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

However, during our audit we noted matters that are opportunities for strengthening internal controls and operating efficiency. The following items represent conditions noted during our audit that we consider important enough to bring to your attention. This letter does not affect our report dated November __, 2011 on the financial statements of the District.

The following summarizes our comments and suggestions regarding those matters.

1. Enrollment Reporting

Observation

During our testing of internal control processes over *Special Test and Provision – Enrollment Reporting* for Student Financial Aid Programs, we noted that the campuses report student enrollment to the National Clearinghouse four times each semester (beginning, midpoint, end and graduation). This is a good practice; however, there are instances wherein students changed their enrollment status immediately after the campus has transmitted their enrollment data to the National Clearinghouse. Hence, such information will be received by the National clearinghouse in the next reporting schedule. This will not give the National Clearinghouse enough time to transmit information to the Department of Education through the National Student Loan Data System (NSLDS), which would result to late reporting of the student's enrollment status.

Recommendation

In order to ensure compliance with the enrollment reporting requirements of the Department of Education, we recommend that the District implement either one of the following:

1. Assign Student Financial Aid staff to monitor the reporting of enrollment status of students to the National Clearinghouse. This can be done at the Student Financial Aid office at the campus. The District has the option to also centralize the monitoring of student status changes reporting to NSLDS at the District.
2. Schedule transmission of enrollment data to the National Clearinghouse more often, every 30 days for, instance.

DRAFT

In addition, campus must coordinate with the National Clearinghouse the timely reporting of student status changes to NSLDS. According to federal regulations, the institutions are responsible for timely reporting of enrollment information, whether they report directly or via a third-party servicer.

We thank District staff and management for their considerable help in completing this year's audit and offer our appreciation to the Board of Trustees for the opportunity to serve the District.

This communication is intended solely for the information and use of the management and members of the Board of Trustees of Coast Community College District and others within the District, and is not intended to be and should not be used by anyone other than these specified parties.

Los Angeles, California
November __, 2011

DRAFT

**Coast Community College District
Financial Statements and
Supplementary Information
Year ended June 30, 2011
with Report of Independent Auditors
Including Reports on Compliance**

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DRAFT

REPORT OF INDEPENDENT AUDITORS

**The Honorable Board of Trustees
Coast Community College District
Costa Mesa, California**

We have audited the accompanying basic financial statements of the Coast Community College District (the "District"), as of and for the year ended June 30, 2011 as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall basic financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the basic financial statements listed in the aforementioned table of contents present fairly, in all material respects, the financial position of the Coast Community College District as of June 30, 2011, and the results of its operations, changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued a report dated December __, 2011 on our consideration of the Coast Community College District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal controls over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in assessing the results of our audit.

DRAFT

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and schedule of postemployment healthcare benefits funding progress be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the basic information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the District's basic financial statements as a whole. The supplementary information listed in the table of contents and the continuing disclosure information are presented for purposes of additional analysis and are not required parts of the financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the Office of Management and Budget *Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations* and the standards identified by the *California Community Colleges Contracted District Audit Manual*, issued by the Chancellor's Office, and is also not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole. The continuing disclosure information has not been subjected to the auditing procedures applied in the audit of the basic financial statement and, accordingly, we do not express an opinion or provide any assurance on it.

Los Angeles, California
December __, 2011

INTRODUCTION

The following discussion and analysis provides an overview of the financial position and activities of the Coast Community College District (the "District") for the year ended June 30, 2011. This discussion has been prepared by management and should be read in conjunction with the financial statements and notes thereto which follow this section.

The District is reporting according to the standards of Governmental Accounting Standards Board Statements (GASB) No. 34 and 35 using the Business Type Activity (BTA) model. The California Community College Chancellor's Office, through its Fiscal Accountability Standards Committee, recommended that all community college districts use the reporting standards under the BTA model.

The District includes three comprehensive community colleges. The mission of the District is to respond to the educational needs of an ever-changing community and to provide programs and services that reflect academic excellence. The District's three colleges promote open access and celebrate the diversity of both its students and staff, as well as the community. Coastline Community College, Golden West College, and Orange Coast College offer associate degrees, vocational certificates and transfer education, as well as developmental instruction and a broad array of specialized training. Specific activities in the colleges and the continuing education program are directed toward economic development within the community.

The annual report includes three basic financial statements that provide information on the District as a whole:

- The Statement of Net Assets
- The Statement of Revenues, Expenses, and Changes in Net Assets
- The Statement of Cash Flows

Each of these statements will be reviewed and significant events discussed. The previous year's financial information is also provided for comparison.

Financial and Enrollment Highlights

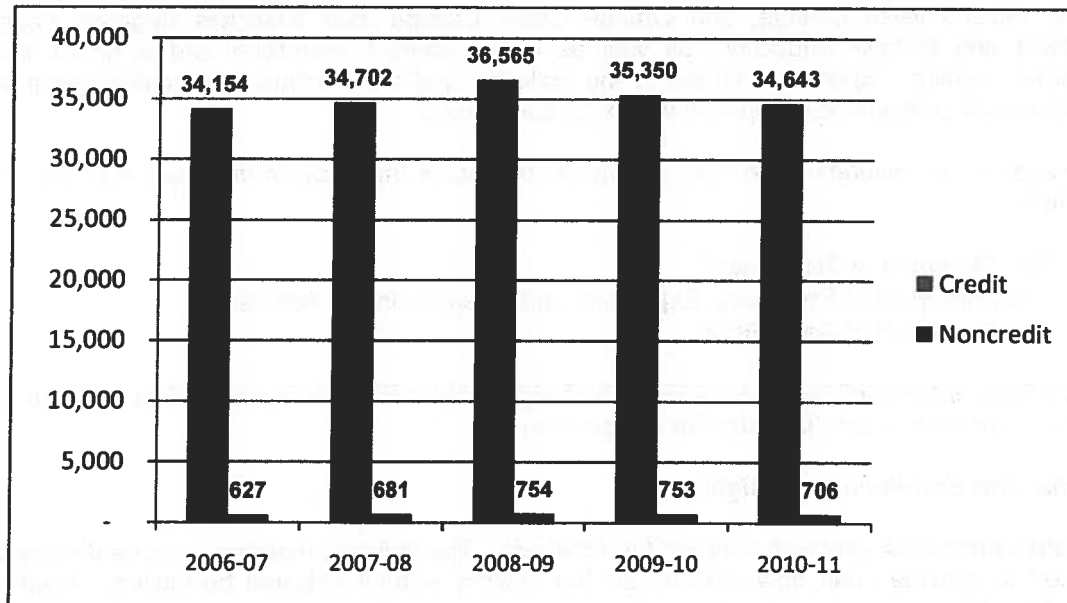
The District ended the year with a strong fund balance. The ability to maintain a prudent reserve has continued to provide cash flow stability for the District without external borrowing. Health and welfare benefit costs continue to rise and are being monitored. Additional funds were set aside to fund the future retiree benefits liability. Over \$50 million has been set aside to meet the District's liability of approximately \$90 million.

The District runs the Banner financial software which is integrated with the human resources and student systems. The District uses the position budgeting feature to build the budgets and allows on-line budget transfers for faster, more accurate processing. The student system provides daily updates to the financial system and uses an accrual method of accounting.

In November 2002, the District passed Measure C, a general obligation bond for facilities. The District has issued all of the \$370 million of bonds. Additional funds from interest and a refunding are also available. As of June 30, 2011, almost \$380 million have been spent with approximately \$30 million remaining. There are currently only 2 major projects to complete. Although construction costs have risen far above initial projections, the District is making significant progress in its facility master plans.

Enrollments at our three colleges decreased in 2010-11 by 2.09% from the prior year to reduce unfunded FTES (full-time equivalent students). However, over \$4 million in growth funds were provided by the state which also reduced the unfunded FTES to below 100.

Annual Enrollment
Full-Time Equivalent Students (FTES)



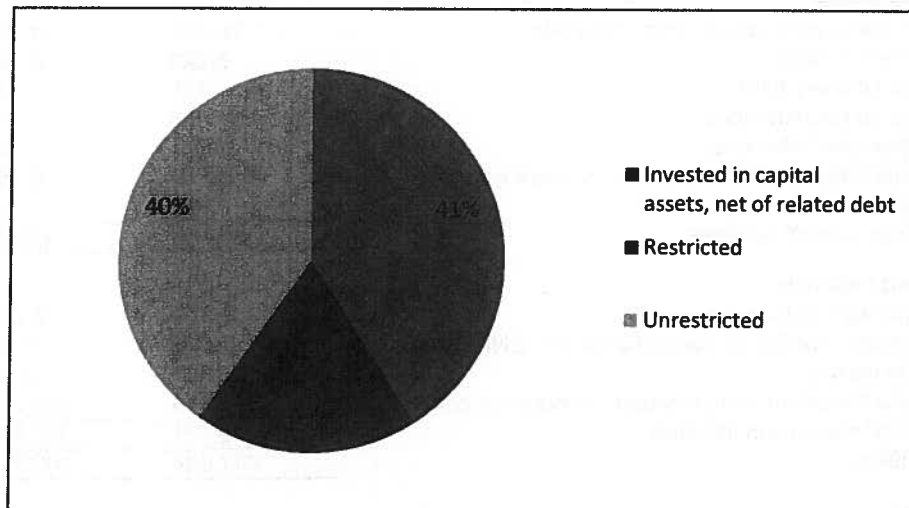
Statement of Net Assets

The Statement of Net Assets includes all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector institutions. Net assets – the difference between assets and liabilities – are one way to measure the financial health of the District.

	2011	2010	Change
	(In Thousands)		
ASSETS			
Current assets			
Cash and cash equivalents	\$ 87,371	\$ 114,254	-24%
Accounts receivable, net	25,333	26,535	-5%
Due from fiduciary funds	-	30	-100%
Due from component units	53	277	-81%
Notes receivable - current portion	500	-	100%
Inventories	51	98	-47%
Prepaid expenses	1,390	168	727%
Total current assets	114,698	141,362	-19%
Noncurrent assets			
Restricted cash and cash equivalents	16,611	18,029	-8%
Student loans receivable	3,136	3,293	-5%
Notes receivable - noncurrent portion	16,125	17,125	-6%
Issue costs, net of accumulated amortization	3,022	3,142	-4%
Other post-employment benefit asset	11,395	5,544	106%
Capital assets, net of accumulated depreciation	402,494	381,377	6%
Total noncurrent assets	452,783	428,510	6%
Total assets	567,481	569,872	0%
LIABILITIES AND NET ASSETS			
Current liabilities			
Accounts payable and accrued liabilities	20,773	21,864	-5%
Deferred revenue	6,229	6,303	-1%
Due to fiduciary funds	125	35	257%
Due to component units	86	639	-87%
Compensated absences	741	742	0%
General obligation bond payable - current portion	9,768	8,753	12%
Capital leases - current portion	141	134	5%
Total current liabilities	37,864	38,470	-2%
Noncurrent liabilities			
Compensated absences	2,570	3,207	-20%
Estimated liability for open claims and IBNR's	2,486	2,511	-1%
Capital leases	900	1,041	-14%
General obligation bond payable - noncurrent portion	373,814	363,526	3%
Total noncurrent liabilities	379,771	370,285	3%
Total liabilities	417,634	408,755	2%
Net assets			
Invested in capital assets, net of related debt	61,298	80,520	-24%
Restricted	28,367	26,577	7%
Unrestricted	60,182	54,020	11%
Total net assets	\$ 149,847	\$ 161,117	-7%

- Cash and cash equivalents consists mainly of cash held in the county treasury (\$72 million) and ancillary funds maintained at local banks. Cash decreased significantly from the prior year due primarily to spending the general obligation bond (GO Bond) funds on approved projects. At June 30, 2011, the building fund had a cash balance of \$35 million.
- During 2009/2010, the bookstore operations at Golden West College and Coastline Community College were contracted out to Follett. The remaining bookstore inventories were cleared out during the current year resulting in a reduced balance.
- The large increase in prepaid expenses was the result of 2 invoices for July medical insurance being erroneously paid one week early in June.
- The item for other post-employment benefit asset is the value of the funding for future retiree benefits beyond the amount required by GASB Statement No. 45. The District has a funding plan to mitigate the liability in the next 15-20 years. During 2010/11, the District deposited \$8 million into the irrevocable trust which was greater than the required contribution and therefore increased the asset.
- The drop in compensated absences is a result of staffing reductions requiring vacation payouts and better management of vacation balances.
- The total assets, total liabilities and total net assets show an insignificant change from the prior year. The District remains stable despite the challenging state budget issues.

**Net Assets
June 30, 2011**



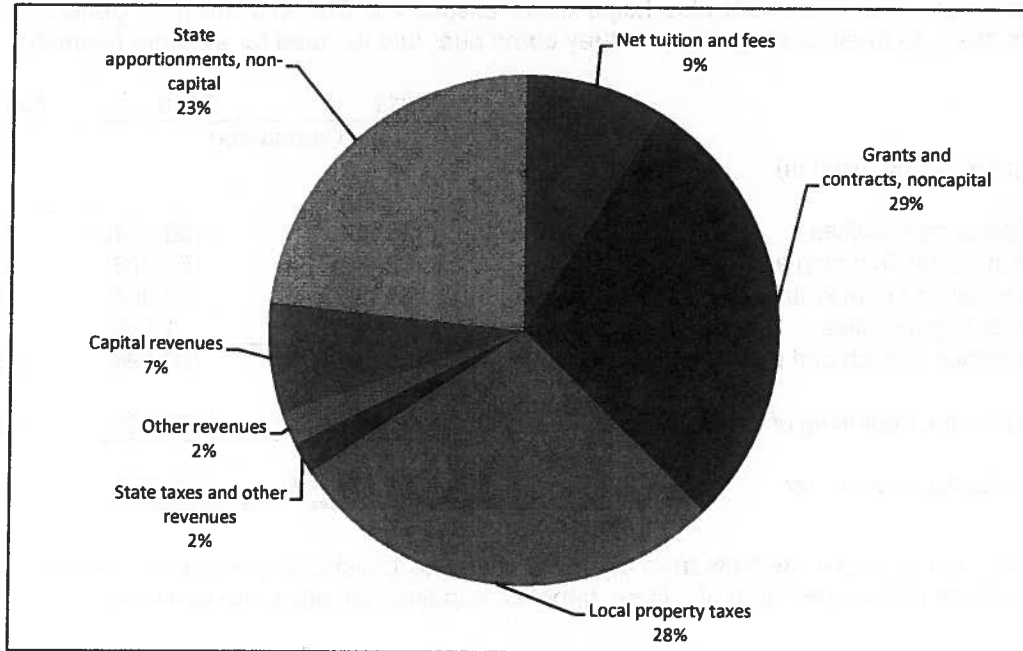
Statement of Revenues, Expenses and Changes in Net Assets

The Statement of Revenues, Expenses, and Changes in Net Assets presents the operating results of the District, as well as the non-operating revenues and expenses. State general apportionment, while budgeted for operations, is considered non-operating revenues by generally accepted accounting principles.

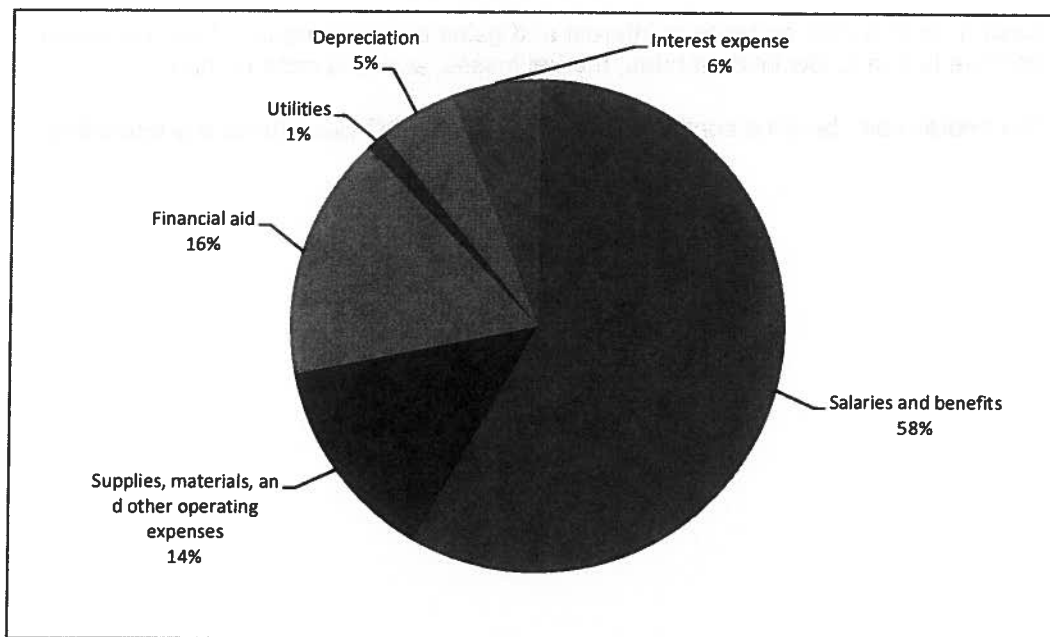
	2011	2010	Change
	(In Thousands)		
Operating revenues			
Net tuition and fees	\$ 27,076	\$ 27,358	-1%
Grants and contracts, noncapital	88,413	84,730	4%
Auxiliary sales and charges	4,932	5,089	-3%
Total operating revenues	<u>120,422</u>	<u>117,177</u>	3%
Operating expenses			
Salaries and benefits	180,683	198,856	-9%
Supplies, materials, and other operating expenses and services	42,141	34,435	22%
Financial aid	49,660	41,435	20%
Utilities	3,999	4,500	-11%
Depreciation	15,607	13,609	15%
Total operating expenses	<u>292,091</u>	<u>292,835</u>	0%
Operating Income (loss)	<u>(171,669)</u>	<u>(175,658)</u>	
Nonoperating revenues (expenses)			
State apportionments, non-capital	71,810	66,396	8%
Local property taxes	86,655	88,188	-2%
State taxes and other revenues	6,171	5,524	12%
Investment income - non-capital	474	527	-10%
Interest expense on capital asset-related debt	(18,160)	(17,441)	4%
Other non-operating revenues	608	103	490%
Gain (loss) on disposal of capital assets	480	(114)	-521%
Total nonoperating revenues (expenses)	<u>148,039</u>	<u>143,183</u>	3%
Other revenues, expenses, gains or losses			
State appointments, capital	3,670	13,402	-73%
Local property taxes and revenues, capital	17,651	19,210	-8%
Investment income - capital	309	1,170	-74%
Total other revenues, expenses, gains or losses	<u>21,630</u>	<u>33,782</u>	-36%
Change in net assets	(2,000)	1,307	-253%
Net assets, beginning of year, as restated	<u>151,846</u>	<u>159,810</u>	-5%
Net assets, end of year	<u>\$ 149,847</u>	<u>\$ 161,117</u>	-7%

- Net tuition and fees consists of enrollment fees (\$22.7 million), non-resident tuition (\$7.3 million), and other fees (\$7.5 million) less scholarships, discounts and allowances (\$10.5 million). Regular enrollment fees (\$36 per unit) are set by the State for all community colleges and increased \$10 per unit from the prior year. Although the fees increased, there were fewer FTES and more scholarships which resulted in slightly lower revenues.
- Revenue from grants and contracts is comprised of federal grants (\$54 million), state grants (\$11.6 million), and local contracts (\$22.8 million). The increase is due mainly to federal financial aid provided for students and is also reflected in the increased financial aid operating expenses.
- The reduction in salary and benefit expenses directly reflects the staffing reductions made in order to balance the 2010/11 budget.
- Depreciation expenses continue to increase as large construction projects are completed and buildings are equipped and placed into service.
- The District state apportionments increased (\$5.4 million) to partially fund restoration of prior year cuts as well as offset a reduction in local property taxes.
- The large decrease of investment income from both capital and non-capital sources reflects lower County investment earnings. The District has fewer funds invested as the State continues to defer more payments to community colleges into the next year and reserves are reduced to offset State cuts. There was also a significant decrease in the amount of capital funds invested due to spending the GO Bond funds.
- The State apportionments for capital decreased as a state funded construction project at Orange Coast College was completed and final funding received.

Revenues Year ended June 30, 2011



Expenses Year ended June 30, 2011



Statement of Cash Flows

The Statement of Cash Flows provides information about cash receipts and cash payments during the fiscal year. This statement also helps users assess the District's ability to generate net cash flows, its ability to meet its obligations as they come due, and its need for external financing.

	<u>2011</u>	<u>2010</u>	<u>Change</u>
	(In Thousands)		
Cash provided by (used in)			
Operating activities	\$ (163,962)	\$ (160,334)	2%
Noncapital financing activities	165,446	158,926	4%
Capital and related financing activities	(31,067)	(36,989)	-16%
Investing activities	1,283	1,799	
Net decrease in cash and cash equivalents	(28,300)	(36,598)	-23%
Cash balance, beginning of year	132,282	168,880	-22%
Cash balance, end of year	\$ <u>103,982</u>	\$ <u>132,282</u>	-21%

- The primary cash receipts from operating activities consist of grants and contracts, while the outlays include payment of wages, benefits, supplies, services and contracts.
- General apportionment is the main source of non-capital financing activities and consists of state apportionment and local property taxes.
- Cash used in capital and related financing activities reflects the expenditures on construction projects which have slowed down as the larger projects are completed.
- Cash from investing activities is interest and gains on investments. The decrease in interest revenue is due to low interest rates, market losses, and less cash on hand.
- The overall cash balance continues to decline as the GO Bond funds are expended.

District's Fiduciary Responsibility

The District is the trustee, or fiduciary, for certain amounts held on behalf of students, clubs and donors for student loans and scholarships. The District's fiduciary activities are reported in separate Statements of Fiduciary Net Assets and Change in Fiduciary Net Assets. These activities are excluded from the District's other financial statements because the District cannot use these assets to finance operations. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

Capital Asset and Debt Administration**Capital Assets**

As of June 30, 2011, the District had over \$402 million invested in net capital assets. Total capital assets of \$603 million consist of land, buildings and building improvements, vehicles, data processing equipment and other office equipment; these assets have accumulated depreciation of \$200 million. New additions for construction and equipment of \$37 million occurred during 2010/2011, and depreciation expense of \$16 million was recorded for the fiscal year. In addition, \$82 million of construction in progress was completed and placed into service as buildings and site improvements. Note 6 to the financial statements provides additional information on capital assets. A summary of capital assets net of depreciation is presented below:

	Balance June 30, 2011
Land	\$ 24,141,969
Buildings and site improvements	501,402,907
Equipment	32,882,801
Construction in progress	44,457,423
Total at historical cost	<u>602,885,100</u>
Less accumulated depreciation for:	
Buildings and site improvements	(172,468,343)
Equipment	(27,922,785)
Total accumulated depreciation	<u>(200,391,128)</u>
Governmental capital assets, net	<u>\$ 402,493,972</u>

Debt

At June 30, 2011, the District had \$384 million in debt for the general obligation bonds. The payments for general obligation bond debt are funded through property tax assessments. Notes 9 and 10 to the financial statements provide additional information on long-term liabilities.

Economic Factors That May Affect the Future

State Economy

- The economic position of Coast Community College District is closely tied to that of the State of California. The District received 40% of its general fund revenue through State apportionments and 46% from local property taxes for the 2010/2011 fiscal year. These two sources along with enrollment fees make up the District's general apportionment, the main source of funding for California community colleges. General apportionment funding is calculated on a base allocation and the District's Full Time Equivalent Students (FTES).
- The federal and state economies have yet to show significant recovery from the economic downturn. The fall off in state income tax, property tax and sales tax have caused a multibillion-dollar state deficit. While the state balanced the current year budget, it included inflated revenue projections and mid-year budget cuts are anticipated. Reserves have been set aside by the District to mitigate the effect of these cuts.

CCCD Budget

- The governor's 2011/2012 budget for community colleges contained 0% for cost of living adjustment and a 6.2% reduction in funding with a corresponding reduction in funded FTES. The budget was balanced with reduced staffing by encouraging separation and not filling vacancies. Many of these job functions are being absorbed by other staff or services are being reduced. Critical positions are being replaced as funds become available. The categorical programs continue to be funded at the much lower 2008/2009 level. The District guaranteed funding of full-time positions that the programs could no longer afford in the amount of \$870,000. A large number of vacant positions in 2010/2011 as well as reduced spending of discretionary funds allowed the District to maintain a reserve of 6.5% entering into 2011/2012.
- Salaries and benefits continue to comprise the largest portion of the District's expenses. In 2010/2011, 88.1% of the unrestricted funds were spent on salaries and benefits. The District offered incentives for employees to separate from the District. Twenty-five employees took advantage of the programs. Those positions along with 10 other vacancies were removed from the budget. The 2011/2012 budget also does not include any salary increases for staff.
- Health and welfare benefit costs continue to increase each year. The 2011/2012 budget includes an increase of \$350 per employee which represents a 2.4% increase from the 2010/2011 budget. The employee contributions have remained unchanged.

- Because of the budget crisis, retiree health benefits are being funded at a reduced level for the normal cost for current employees. Current contributions are held in the County treasury throughout the year for cash flow purposes. The following year funds are transferred to an irrevocable trust and invested through the Community College League JPA.

Significant Future Events

The District balanced the 2011/2012 budget through significant staffing reductions that are having an impact on services to students. Although there are resources to cover the impending mid-year cuts, the State budget problems will likely continue for several years and remain a concern for the District.

Contacting the District's Financial Management

This financial report is designed to provide our citizens, taxpayers, students, and investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need any additional financial information, contact the Office of Fiscal Affairs at Coast Community College District, 1370 Adams Avenue, Costa Mesa, California 92626, or e-mail at kmccord@cccd.edu.

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Coast Community College District Statement of Net Assets June 30, 2011

	Primary Government	Component Units
ASSETS		
Current assets		
Cash and cash equivalents	\$ 87,370,908	\$ 4,282,694
Investments	-	17,973,362
Accounts receivable, net	25,333,254	433,617
Due from component units	52,565	-
Notes receivable - current portion	500,000	-
Inventories	51,476	-
Prepaid expenses	1,389,767	92,802
Total current assets	114,697,970	22,782,475
Noncurrent assets		
Restricted cash and cash equivalents	16,611,399	-
Student loans receivable	3,135,678	-
Notes receivable - noncurrent portion	16,125,000	-
Issue costs, net of accumulated amortization	3,022,063	-
Other post-employment benefit asset	11,395,286	-
Capital assets, net of accumulated depreciation	402,493,972	3,297,285
Total noncurrent assets	452,783,398	3,297,285
Total assets	\$ 567,481,368	\$ 26,079,760
LIABILITIES		
Current liabilities		
Accounts payable	\$ 6,697,361	\$ 139,144
Accrued liabilities	14,076,010	46,308
Deferred revenue	6,229,224	472,455
Due to District	-	52,565
Due to fiduciary funds	125,000	-
Due to component units	85,800	-
Amounts held in trust for others	-	20,853
Compensated absences	741,457	-
General obligation bond payable - current portion	9,768,254	-
Capital leases - current portion	140,713	-
Total current liabilities	37,863,819	731,325
Noncurrent liabilities		
Compensated absences	2,569,851	-
Deferred tax liability	-	29,000
Estimated liability for open claims and IBNR's	2,486,361	-
Capital leases	900,054	-
General obligation bond payable - noncurrent portion	373,814,370	-
Total noncurrent liabilities	379,770,636	29,000
Total liabilities	417,634,455	760,325
NET ASSETS		
Invested in capital assets, net of related debt	61,298,130	-
Permanently restricted	-	5,096,043
Temporarily restricted	-	17,174,607
Restricted for:		
Programs	292,004	-
Scholarships and loans	3,692,393	-
Capital projects	8,373,202	-
Debt service	16,009,362	-
Unrestricted	60,181,822	1,840,570
Retained earnings	-	1,208,057
Total net assets	149,846,913	25,319,277
STOCKHOLDERS' EQUITY - COMMON STOCK	-	158
Total liabilities, net assets and stockholder's equity	\$ 567,481,368	\$ 26,079,760

See notes to financial statements.

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Coast Community College District Statement of Revenues, Expenses and Changes in Net Assets Year ended June 30, 2011

	Primary Government	Component Units
Operating revenues		
Enrollment, tuition and fees - gross	\$ 37,602,259	\$ -
Less scholarship discounts and allowance	(10,525,886)	-
Net tuition and fees	27,076,373	-
Grants and contracts, non-capital:		
Federal	54,040,083	-
State	11,553,288	-
Local	22,819,734	8,815,080
Auxiliary enterprise sales and charges	4,932,138	5,984,186
Total operating revenues	120,421,616	14,799,266
Operating expenses		
Salaries	134,108,079	1,300,739
Employee benefits	46,575,026	336,890
Supplies, materials, and other operating expenses and services	42,140,675	9,740,304
Financial aid	49,660,186	-
Utilities	3,999,487	-
Depreciation	15,607,427	442,278
Total operating expenses	292,090,880	11,820,211
Operating income (loss)	(171,669,264)	2,979,055
Nonoperating revenues (expenses)		
State apportionments, non-capital	71,810,322	-
Local property taxes	86,655,089	-
State taxes and other revenues	6,171,482	-
Investment income - non-capital	474,277	-
Interest expense on capital asset-related debt	(18,160,337)	-
Other nonoperating revenues	608,034	-
Gain (loss) on disposal of capital assets	480,486	-
Net nonoperating revenues (expenses)	148,039,353	-
Income (loss) before other revenues, expenses, gains or losses	(23,629,911)	2,979,055
Other revenues, expenses, gains or losses		
State appointments, capital	3,670,300	-
Local property taxes and revenues, capital	17,650,997	-
Investment income - capital	309,043	-
Total other revenues, expenses, gains or losses	21,630,340	-
Change in net assets	(1,999,571)	2,979,055
Net assets, beginning of year, as restated	151,846,484	22,340,222
Net assets, end of year	\$ 149,846,913	\$ 25,319,277

See notes to financial statements.

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Coast Community College District Statement of Cash Flows Year ended June 30, 2011

	Primary Government	Component Units
Cash flows from operating activities		
Tuition and fees (net)	\$ 26,826,767	\$ -
Federal grants and contracts	54,103,881	-
State grants and contracts	11,567,796	-
Local grants and contracts	24,060,196	-
Administrative fees and interest	-	495,770
Donations	-	3,263,513
Payments for income taxes	-	(337,947)
Payments to suppliers	(46,721,385)	(8,700,112)
Payments to/on-behalf of employees	(188,880,186)	-
Payments to/on-behalf of students	(49,817,314)	(762,932)
Auxiliary enterprise sales and charges	5,537,896	6,026,071
Auxiliary and component unit transfers	-	-
Amounts held in trust	(639,255)	-
Net cash used in operating activities	<u>(163,961,603)</u>	<u>(15,637)</u>
Cash flows from non-capital financing activities		
State apportionments and receipts	72,011,471	-
Property taxes	86,655,089	-
State tax and other revenues	6,779,516	-
Dividend paid	-	-
Net cash provided by non-capital financing activities	<u>165,446,076</u>	<u>-</u>
Cash flows from capital and related financing activities		
Capital grants and gifts received	3,670,300	-
Other local capital receipts	17,650,996	-
Purchases of capital assets	(36,593,456)	(21,369)
Proceeds from sale of capital assets	480,486	-
Principal paid on capital debt	(8,084,431)	-
Interest paid on capital debt	(8,191,190)	-
Net cash used in capital and related financing activities	<u>(31,067,295)</u>	<u>(21,369)</u>
Cash flows from investing activities		
Interest and dividends on investments	783,320	250,000
Net sales of investments	-	8,992,378
Purchase of investments	-	(8,650,601)
Collection of long-term notes receivables	500,000	-
Transfers of investment to Foundation of California Community Colleges	-	(100,000)
Net cash provided by investing activities	<u>1,283,320</u>	<u>491,777</u>
Net change in cash and cash equivalents	(28,299,502)	454,771
Cash and cash equivalents - beginning of year	<u>132,281,809</u>	<u>3,827,923</u>
Cash and cash equivalents - end of year	<u>\$ 103,982,307</u>	<u>\$ 4,282,694</u>
Details of cash and cash equivalents in the statement of net assets:		
Cash and cash equivalents	\$ 87,370,908	
Restricted cash and cash equivalents	16,611,399	
Total cash and cash equivalents	<u>\$ 103,982,307</u>	

See notes to financial statements.

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**Coast Community College District
Statement of Cash Flows (Continued)
Year ended June 30, 2011**

	<u>Primary Government</u>	<u>Component Units</u>
Reconciliation of operating income (loss) to net cash used in operating activities:		
Operating income (loss)	\$ (171,669,264)	\$ 2,979,055
Adjustments to reconcile operating income (loss) to net cash used in operating activities:		
Net non-cash contributions	-	(585,707)
Realized and unrealized gain on investments, net	-	(2,560,947)
Change in value of split-interest agreement	-	(8,320)
Depreciation expense	15,607,427	442,278
Changes in assets and liabilities:		
Receivables, net	1,003,997	(102,024)
Investments	-	(448)
Inventory	46,270	-
Prepaid expenses	(1,221,357)	(51,315)
Student loans receivable	157,128	-
Other post-employment benefit asset	(5,850,926)	-
Due from fiduciary funds	30,289	-
Due from component units	224,239	-
Accounts payable	(6,655,697)	20,342
Accrued liability	5,565,302	46,308
Compensated absences	(636,823)	-
Deferred revenue	(73,547)	31,780
Deferred tax liability	-	(2,400)
Due to District	-	(224,239)
Amounts held in trust for others	(639,255)	-
Due to/from fiduciary funds	89,887	-
Due to/from component units	85,800	-
Estimated liability for open claims and IBNR's	(25,073)	-
Net cash used in operating activities	\$ (163,961,603)	\$ (15,637)

See notes to financial statements.

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Coast Community College District
Statement of Fiduciary Net Assets
June 30, 2011

	<u>Orange Coast College Ancillary</u>	<u>Associated Student Body Funds</u>
ASSETS		
Cash on hand and in banks	\$ 1,995,805	\$ 7,187,102
Accounts receivable:		
Miscellaneous	-	108,451
Prepaid expense	-	29,931
Due from governmental funds	20,000	105,000
Total assets	\$ <u>2,015,805</u>	\$ <u>7,430,484</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable	\$ 81,712	\$ 106,619
Funds held in trust	1,934,093	1,296,815
Total liabilities	<u>2,015,805</u>	<u>1,403,434</u>
Net assets		
Unrestricted	-	6,027,050
Total net assets	<u>-</u>	<u>6,027,050</u>
Total liabilities and net assets	\$ <u>2,015,805</u>	\$ <u>7,430,484</u>

See notes to financial statements.

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**Coast Community College District
Statement of Changes in Fiduciary Net Assets
Year ended June 30, 2011**

	<u>Associated Student Body Funds</u>
Additions	
Sales	\$ 3,065,812
Interest and investment income	6,264
Student representation fee	910,214
Other local revenues	301,212
Total additions	<u>4,283,502</u>
Deductions	
Classified salaries	546,688
Employee benefits	186,076
Supplies and materials	914,164
Services and other operating expenses	1,965,744
Capital outlay	637,655
Total deductions	<u>4,250,327</u>
Change in net assets	33,175
Net assets, beginning of year	5,993,875
Net assets, end of year	<u><u>\$ 6,027,050</u></u>

See notes to financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The Coast Community College District (the District) is the level of government primarily accountable for activities related to public education. The governing authority consists of elected officials who, together, constitute the Board of Trustees.

The District considered its financial and operational relationships with potential component units under the reporting entity definition of Governmental Accounting Standards Board (GASB) Statement No. 14 (as amended by GASB Statement Nos. 39 and 61). The basic, but not the only, criterion for including another organization in the District's reporting entity for financial reports is the ability of the District's elected officials to exercise oversight responsibility over such agencies. Oversight responsibility implies that one entity is dependent on another and that the dependent unit should be reported as part of the other.

Oversight responsibility is derived from the District's power and includes, but is not limited to: financial interdependency; selection of governing authority; designation of management; ability to significantly influence operations; and accountability for fiscal matters.

Based upon the requirements of GASB Statements, certain organizations warrant inclusion as part of the financial reporting entity because of the nature and significance of their relationship with the District, including their ongoing financial support of the District or its other component units. A legally separate, tax-exempt organization should be reported as a component unit of the District if all of the following criteria are met:

1. The economic resources received or held by the separate organization are entirely or almost entirely for the direct benefit of the District, its component units, or its constituents.
2. The District, or its component units, is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization.
3. The economic resources received or held by an individual organization that the District, or its component units, is entitled to, or has the ability to otherwise access, are significant to the District.

Based upon the application of the criteria listed above, the following five component units have been included in the District's reporting entity through discrete presentation.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Coast Community College District Foundation, Coastline College Foundation, Golden West College Foundation, Orange Coast College Foundation, and Coast Community College District Enterprise Corporation. Each Foundation is a separate not-for-profit corporation. In addition, Orange Coast Enterprise and Golden West College Enterprise are combined as a single for-profit corporation. The Board of Directors are elected independent of any District Board of Trustee's appointments. The Boards are responsible for approving their own budgets and accounting and finance related activities; however, the District's governing board has fiscal responsibility over each Foundation and the Enterprise Corporation.

Separate financial information for the Foundations and Enterprise Corporation can be obtained through the District.

Financial Statement Presentation

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the GASB, including Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis - for State and Local Governments and including Statement No. 35, Basic Financial Statements and Management's Discussion and Analysis of Public Colleges and Universities*, issued in June and November 1999 and *Audits of State and Local Governmental Units* issued by the American Institute of Certified Public Accountants. The financial statement presentation required by GASB No. 34 and No. 35 provides a comprehensive, entity-wide perspective of the District's financial activities. The entity-wide perspective replaces the fund-group perspective previously required. Fiduciary activities, with the exception of the Student Financial Aid Fund are excluded from the basic financial statements.

Basis of Accounting

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

For financial reporting purposes, the District is considered a special-purpose government engaged in business-type activities. Accordingly, the District's basic financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred. All significant intra-agency transactions have been eliminated.

For internal accounting purposes, the budgetary and financial accounts of the District have been recorded and maintained in accordance with the Chancellor's Office of the California Community College's *Budget and Accounting Manual*.

To ensure compliance with the California Education Code, the financial resources of the District are divided into separate funds for which separate accounts are maintained for recording cash, other resources and all related liabilities, obligations and equities.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

By State law, the District's Governing Board must approve a budget no later than September 15. A public hearing must be conducted to receive comments prior to adoption. The District's Governing Board satisfied these requirements. Budgets for all governmental funds were adopted on a basis consistent with generally accepted accounting principles (GAAP).

These budgets are revised by the District's Governing Board during the year to give consideration to unanticipated income and expenditures. Formal budgetary integration was employed as a management control device during the year for all budgeted funds. Expenditures cannot legally exceed appropriations by major object account.

In accordance with GASB Statement No. 20, the District follows all GASB statements issued prior to November 30, 1989 until subsequently amended, superseded or rescinded. The District has the option to apply all Financial Accounting Standards Board (FASB) pronouncements issued after November 30, 1989 unless FASB conflicts with GASB. The District has elected to not apply FASB pronouncements issued after the applicable date.

Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. Cash in the County treasury is recorded at cost, which approximates fair value, in accordance with the requirements of GASB Statement No. 31.

Accounts Receivable

Accounts receivable consists primarily of amounts due from the Federal government, state and local governments, or private sources, in connection with reimbursement of allowable expenditures made pursuant to the District's grants and contracts. Accounts receivable are recorded net of estimated uncollectible amounts. The District recognized for budgetary and financial reporting purposes any amount of State appropriations deferred from the current fiscal year and appropriated from the subsequent fiscal year for payment of current year costs as a receivable in the current year.

Inventories

Inventories are presented at the lower of cost or market on an average basis and are expensed when used. Inventory consists of items held for resale through the bookstore, food service and sailing center operations.

Prepaid Expenses

Payments made to vendors for goods or services that will benefit periods beyond June 30, 2011, are recorded as prepaid items using the consumption method. A current asset for the prepaid amount is recorded at the time of the purchase and an expenditure/expense is reported in the year in which goods or services are consumed.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents are those amounts externally restricted as to use pursuant to the requirements of the District's grants, contracts, and debt service requirements.

Student Loans Receivable

Student loans receivable consist of loan advances to students awarded under the student financial aid programs the District administers for Federal agencies. Student loans receivable are recorded net of cancelled principal. The receivables are held in trust for the awarding Federal agency.

Issue Costs

Amounts paid for fees and underwriting costs associated with long-term debt are capitalized and amortized over the life of the liability. These costs are amortized using the straight-line method.

Capital Assets

Capital assets are recorded at cost at the date of acquisition. Donated capital assets are recorded at their estimated fair value at the date of donation. For equipment, the District's capitalization policy includes all items with a unit cost of \$5,000 or more and an estimated useful life of greater than one year. Buildings valued at a cost of \$150,000 or more as well as renovations to buildings, infrastructure, and land improvements that significantly increase the value or extend the useful life of the structure are capitalized. Interest incurred during construction is not capitalized.

The cost of normal maintenance and repairs that does not add to the value of the asset or materially extend the asset's life is recorded in operating expense in the year in which the expense was incurred. Provision for depreciation is computed using the straight-line method over the estimated useful lives of the assets, generally 50 years for buildings, 20 years for building improvements, 10 years for site improvements, 8 years for equipment and vehicles and 3 years for technology.

Accounts Payable

Accounts payable consists of amounts due to vendors.

Accrued Liabilities

Accrued liabilities consist of salaries and benefits payable and loan banking.

Deferred Revenue

Cash received for Federal and State special projects and programs is recognized as revenue to the extent that qualified expenditures have been incurred. Deferred revenue is recorded to the extent cash received on specific projects and programs exceeds qualified expenditures.

Compensated Absences

In accordance with GASB Statement No. 16, accumulated unpaid employee vacation benefits are recognized as a liability of the District as compensated absences in the Statement of Net Assets.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The District has accrued a liability for the amounts attributable to load banking hours within accrued liabilities. Load banking hours consist of hours worked by instructors in excess of a full-time load for which they may carryover for future paid time off.

Sick leave benefits are accumulated without limit for each employee. The employees do not gain a vested right to accumulated sick leave.

Accumulated employee sick leave benefits are not recognized as a liability of the District. The District's policy is to record sick leave as an operating expense in the period taken since such benefits do not vest nor is payment probable; however, unused sick leave is added to the creditable service period for calculation of retirement benefits when the employee retires and within the constraints of the appropriate retirement systems.

Net Assets

Invested in capital assets, net of related debt: This represents the District's total investment in capital assets, net of outstanding debt obligations related to those capital assets. To the extent debt has been incurred but not yet expended for capital assets, such amounts are not included as a component of invested in capital assets, net of related debt.

Restricted net assets - expendable: Restricted expendable net assets include resources in which the District is legally or contractually obligated to spend resources in accordance with restrictions imposed by external third parties or by enabling legislation adopted by the District. The District first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available.

Restricted net assets - nonexpendable: Nonexpendable restricted net assets consist of endowment and similar type funds in which donors or other outside sources have stipulated, as a condition of the gift instrument, that the principal is to be maintained inviolate and in perpetuity, and invested for the purpose of producing present and future income, which may either be expended or added to principal. The District had no restricted net assets - nonexpendable.

Unrestricted net assets: Unrestricted net assets represent resources available to be used for transactions relating to the general operations of the District, and may be used at the discretion of the governing board, as designated, to meet current expenses for specific future purposes.

State Apportionments

Certain current year apportionments from the state are based upon various financial and statistical information of the previous year.

Any prior year corrections due to the recalculation in February of 2011 will be recorded in the year computed by the State.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property Taxes

Secured property taxes attach as an enforceable lien on property as of March 1. Taxes are payable in two installments by December 10 and April 10. Unsecured property taxes are payable in one installment on or before August 31.

Real and personal property tax revenues are reported in the same manner in which the County auditor records and reports actual property tax receipts to the Department of Education. This is generally on a cash basis. Property taxes for debt service purposes cannot be estimated and, therefore, have not been accrued in the basic financial statements.

On-Behalf Payments

GASB Statement No. 24 requires that direct on-behalf payments for fringe benefits and salaries made by one entity to a third party recipient for the employees of another, legally separate entity be recognized as revenue and expenditures by the employer government. The State of California makes direct on-behalf payments for retirement benefits to the State Teachers' and Public Employees' Retirement Systems on behalf of all Community Colleges in California. However, a fiscal advisory was issued by the California Department of Education instructing districts not to record revenue and expenditures for these on-behalf payments. The amount of on-behalf payments made for the District is estimated at \$1.3 million for State Teachers' Retirement System (STRS).

Classification of Revenues

The District has classified its revenues as either operating or nonoperating revenues according to the following criteria:

Operating revenues: Operating revenues include activities that have the characteristics of exchange transactions, such as student fees, net of scholarship discounts and allowances, and Federal and most State and local grants and contracts.

Nonoperating revenues: Nonoperating revenues include activities that have the characteristics of nonexchange transactions, such as State apportionments, taxes, and other revenue sources that are defined as nonoperating revenues by GASB No. 9, Reporting Cash Flows of Proprietary and Nonexpendable Trust Funds and Governmental Entities that use Proprietary Fund Accounting, and GASB No. 33, Accounting and Financial Reporting for Nonexchange Transactions.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**Scholarship Discounts and Allowances**

Student tuition and fee revenues, and certain other revenues from students, are reported net of scholarship discounts and allowances in the statement of revenues, expenses, and changes in net assets. Scholarship discounts and allowances are the difference between the stated charge for goods and services provided by the District, and the amount that is paid by students and/or third parties making payments on the students' behalf. Certain governmental grants are recorded as operating revenues in the District's financial statements. To the extent that revenues from such programs are used to satisfy tuition and fees and other student charges, the District has recorded a scholarship discount and allowance.

Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

NOTE 2 DEPOSITS**Custodial Credit Risk**

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a deposit policy for custodial risk. All public funds are invested in bonds or government backed (collateralized) securities at 110% of the amount on deposit. The principal (face value) does not fluctuate, only the interest received on the investment. As of June 30, 2011, \$21,428,949 of the District's bank balance of \$21,963,267 was exposed to credit risk as follows:

Uninsured and collateral held by pledging bank's trust department not in the District's name	\$ 21,428,949
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Cash in County

In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the Orange County Treasury as part of the common investment pool. These pooled funds are carried at cost which approximates fair value. The fair value of the District's deposits in this pool as of June 30, 2011, as provided by the pool sponsor, was \$88,499,009.

The County is authorized to deposit cash and invest excess funds by California Government Code Section 53648 et. seq. The County is restricted by Government Code Section 53635 pursuant to Section 53601 to invest in time deposits, U.S. government securities, State registered warrants, notes or bonds, State Treasurer's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The funds maintained by the County are either secured by federal depository insurance or are collateralized. Interest earned is deposited monthly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

NOTE 3 ACCOUNTS RECEIVABLE

The accounts receivable balance as of June 30, 2011 consists of the following:

Federal and state	\$	21,867,363
Miscellaneous		3,465,891
Student loans		3,135,678
Total	\$	<u>28,468,932</u>

NOTE 4 NOTES RECEIVABLE

The District has a note receivable in the amount of \$17,500,000 for the sale of KOCE and the KOCE-TV operating license on March 17, 2004. The payments are to be made to the District over the next 26 years. The District is receiving quarterly payments of \$125,000. The balance of the notes receivable as of June 30, 2011 is \$16,625,000.

NOTE 5 INTERFUND TRANSACTIONS

Interfund transfers consist of operating transfers from funds receiving resources to funds through which the resources are to be expended. Interfund receivables and payables result when the interfund transfer is transacted after the close of the fiscal year. Interfund activity within the governmental funds has been eliminated in the basic financial statements.

NOTE 6 CAPITAL ASSETS

The following provides a summary of changes in capital assets for the year ended June 30, 2011:

	Balance July 1, 2010	Adjustments	Additions	Reductions	Balance June 30, 2011
Capital assets not being depreciated					
Land	\$ 24,141,969	\$ -	\$ -	\$ -	\$ 24,141,969
Work-in-progress	92,521,232	-	33,743,443	(81,807,252)	44,457,423
Total capital assets not being depreciated	<u>116,663,201</u>	<u>-</u>	<u>33,743,443</u>	<u>(81,807,252)</u>	<u>68,599,392</u>
Capital assets being depreciated:					
Buildings and improvements	419,465,041	411,473	81,526,393	-	501,402,907
Equipment	32,563,268	-	2,850,013	(2,530,480)	32,882,801
Total capital assets being depreciated	<u>452,028,309</u>	<u>411,473</u>	<u>84,376,406</u>	<u>(2,530,480)</u>	<u>534,285,708</u>
Less accumulated depreciation for:					
Buildings and improvements	(158,366,173)	(130,614)	(13,971,556)	-	(172,468,343)
Equipment	(28,948,008)	-	(1,505,257)	2,530,480	(27,922,785)
Total accumulated depreciation	<u>(187,314,181)</u>	<u>(130,614)</u>	<u>(15,476,813)</u>	<u>2,530,480</u>	<u>(200,391,128)</u>
Governmental capital assets, net	\$ <u>381,377,329</u>	\$ <u>280,859</u>	\$ <u>102,643,036</u>	\$ <u>(81,807,252)</u>	\$ <u>402,493,972</u>

NOTE 7 CAPITAL LEASE

The District has entered into a lease agreement to implement an energy conservation photovoltaic power system totaling \$1,485,600. Future minimum lease payments are as follows:

Year ending June 30,	Principal	Interest	Total
2012	\$ 140,713	\$ 46,477	\$ 187,190
2013	147,289	39,901	187,190
2014	154,173	33,017	187,190
2015	161,378	25,812	187,190
2016	168,919	18,271	187,190
2017-2018	268,295	12,490	280,785
Total	\$ 1,040,767	\$ 175,968	\$ 1,216,735

Current year expenditure for this lease is approximately \$130,000. The District will receive no sublease rental revenues nor pay any contingent rentals for this agreement.

NOTE 8 OPERATING LEASES

Operating Leases

The District has entered into various operating leases for land, buildings, and equipment with lease terms in excess of one year. None of these agreements contain purchase options. Future minimum lease payments under these agreements are as follows:

Year ending June 30,	Lease Payment
2012	\$ 723,422
2013	556,791
2014	407,169
2015	299,159
Total	\$ 1,986,541

Current year expenditures for operating leases were approximately \$750,000. The District will receive no sublease rental revenues nor pay any contingent rentals for these properties.

NOTE 8 LEASES (CONTINUED)

Operating Lease Revenue

The District entered an operating lease agreement as lessor with an automobile dealership to lease approximately four acres of land near the District office. The lease is effective October 1, 2006 for a term of 25 years. The first three years of payments, totaling \$1,440,000, were made to the District in advance when the lease became effective. The remaining future payments are as follows:

Year ending June 30,	Lease Payment
2012	\$ 480,000
2013	480,000
2014	480,000
2015	480,000
2016	480,000
2017-2019	2,400,000
2020-2026	2,400,000
2027-2031	2,400,000
2032	440,000
Total	\$ 10,040,000

NOTE 9 GENERAL OBLIGATION BONDS

On November 5, 2002, the District voters approved the issuance and sale of general obligation bonds totaling \$370,000,000. Proceeds from the sale of the bonds are to be used to finance the construction, acquisition, and modernization of certain property and District facilities and to provide a portion of the monies needed to prepay certain lease obligations of the District.

The outstanding general obligation bonded debt of Coast Community College District at June 30, 2011 is:

	Date of Issue	Interest Rate %	Maturity Date	Amount of Original Issue	Outstanding 7/1/2010	Issued Current Year	Redeemed Current Year	Outstanding June 30, 2011
Series A	4/17/2003	2.50 - 5.50	8/1/2016	\$ 110,000,000	\$ 15,025,000	\$ -	\$ 3,105,000	\$ 11,920,000
Refunding	3/10/2005	3.00 - 5.25	8/1/2022	74,893,867	61,548,867	-	2,995,000	58,553,867
Series B	6/28/2006	3.63 - 5.00	8/1/2030	149,859,831	148,004,831	-	1,850,000	146,154,831
Series C	6/28/2006	3.63 - 5.00	8/1/2036	110,140,169	110,140,169	-	-	110,140,169
				<u>\$ 444,893,867</u>	<u>\$ 334,718,867</u>	<u>\$ -</u>	<u>\$ 7,950,000</u>	<u>326,768,867</u>
							Deferred charge on refunding	(1,645,736)
							Premium	10,550,530
							Accreted interest	47,908,963
							Total	<u>\$ 383,582,624</u>

NOTE 9 GENERAL OBLIGATION BONDS (CONTINUED)

Series A

The annual payments for Series A, outstanding as of June 30, 2011 are as follows:

Year ending June 30,	Principal	Interest	Total
2012	\$ 3,225,000	\$ 482,475	\$ 3,707,475
2013	3,355,000	342,488	3,697,488
2014	3,505,000	179,375	3,684,375
2015	605,000	76,625	681,625
2016	635,000	45,625	680,625
2017	595,000	14,875	609,875
Total	\$ 11,920,000	\$ 1,141,463	\$ 13,061,463

Premiums received are added to the maturity amount and amortized to interest expense over the life of the liability. The Series A bonds included a premium of \$1,293,840. This amount is amortized using the straight-line method. Amortization of \$85,780 was recognized during the 2010-11 year.

Refunding

On March 10, 2005, the District issued 2005 General Obligation Refunding Bonds (the Refunding Bonds) consisting of \$72,275,000 of current interest bonds and \$2,618,867 of capital appreciation bonds. The proceeds were used to advance refund portions of the District's Series A bonds.

The debt service requirement for the Refunding Bonds outstanding as of June 30, 2011 is as follows:

Year ending June 30,	Principal	Interest	Total
2012	\$ 3,575,000	\$ 2,685,013	\$ 6,260,013
2013	4,220,000	2,496,925	6,716,925
2014	4,955,000	2,287,050	7,242,050
2015	5,600,000	2,040,950	7,640,950
2016	5,880,000	1,739,600	7,619,600
2017-2021	32,130,933	5,990,692	38,121,625
2022-2023	2,192,934	13,357,066	15,550,000
Total	\$ 58,553,867	\$ 30,597,296	\$ 89,151,163

Premiums received are added to the maturity amount and amortized to interest expense over the life of the liability. The Refunding Bonds included a premium of \$9,060,253. This amount is amortized using the straight-line method. Amortization of \$600,677 was recognized during the 2010-11 year.

NOTE 9 GENERAL OBLIGATION BONDS (CONTINUED)

Capital appreciation bonds were issued as part of the Refunding Bonds issuance with maturity dates from August 1, 2020 through 2022. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accruing through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest of \$2,801,019 as of June 30, 2011 has been reflected as long-term debt.

The difference between the reacquisition price and the net carrying amount on refunded debt is deferred and amortized as a component of interest expense over the life of the new debt. Payments to the refunding escrow agent exceeded the existing carrying value of the refunded debt by \$2,536,664. Amortization of \$148,488 was recognized during the 2010-11 year.

Series B and C

On June 28, 2006, the District issued its Series B and C for \$149,859,831 and \$110,140,169, respectively. The proceeds of which are to be used to construct and modernize educational facilities at the District's colleges, to fund an escrow to prepay the District's outstanding 1997 Certificates of Participation, to fund an escrow to reimburse the District loan payments with respect to the District's loan agreement with the State Energy and Water Efficiency Revenue Bond Project, and to pay all necessary legal, financial and contingent costs in connection with the issuance of the bonds.

The required annual payments for Series B and C outstanding as of June 30, 2011 are as follows:

Series B

Year ending June 30,	Principal	Accreted Interest Component	Current Interest Component	Total
2012	\$ 2,165,000	\$ -	\$ 4,792,969	\$ 6,957,969
2013	2,510,000	-	4,676,094	7,186,094
2014	2,885,000	-	4,541,219	7,426,219
2015	785,000	-	4,452,903	5,237,903
2016	1,660,000	-	4,397,288	6,057,288
2017-2021	27,175,000	-	19,080,806	46,255,806
2022-2026	69,832,577	15,297,423	6,952,875	92,082,875
2027-2031	39,142,254	77,552,746	-	116,695,000
Total	\$ <u>146,154,831</u>	\$ <u>92,850,169</u>	\$ <u>48,894,153</u>	\$ <u>287,899,153</u>

Premiums received are added to the maturity amount and amortized to interest expense over the life of the liability. The Series B bonds included a premium of \$1,965,154. This amount is amortized using the straight-line method. Amortization of \$67,320 was recognized during the 2010-11 year.

NOTE 9 GENERAL OBLIGATION BONDS (CONTINUED)

Capital appreciation bonds were issued as part of the Series B issuance with maturity dates from August 1, 2025 through 2030. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest of \$13,691,553 as of June 30, 2011 has been reflected as long-term debt.

Series C

Year ending June 30,	Principal	Accreted Interest Component	Current Interest Component	Total
2012	\$ -	\$ -	\$ -	-
2013	-	-	-	-
2014	-	-	2,830,500	2,830,500
2015	-	-	5,661,000	5,661,000
2016	-	-	5,661,000	5,661,000
2017-2021	-	-	28,305,000	28,305,000
2022-2026	-	-	28,305,000	28,305,000
2027-2031	46,491,648	8,968,994	26,012,625	81,473,267
2032-2036	60,766,047	121,698,312	4,874,875	187,339,233
2037	2,882,474	11,822,526	-	14,705,000
Total	\$ 110,140,169	\$ 142,489,831	\$ 101,650,000	\$ 354,280,000

Premiums received are added to the maturity amount and amortized to interest expense over the life of the liability. The Series C bonds included a premium of \$1,444,299. This amount is amortized using the straight-line method. Amortization of \$49,477 was recognized during the 2010-11 year.

Capital appreciation bonds were issued as part of the Series C issuance with maturity dates from August 1, 2029 through 2036. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest of \$31,416,217 as of June 30, 2011 has been reflected as long-term debt.

In addition, associated issuance costs for Series B and C are reflected on the statement of net assets and are amortized to interest expense over the life of the liability. Issuance costs of \$3,502,399 are amortized using the straight-line method. Amortization of \$120,084 was recognized during the 2010-11 year.

NOTE 10 LONG-TERM DEBT

A schedule of changes in long-term debt for the year ended June 30, 2011 is shown below:

	Balance July 1, 2010	Adjustment	Additions	Reductions	Balance June 30, 2011	Amounts Due within one year
General obligation bonds:						
Bonds payable	\$ 334,718,867	\$ -	\$ -	\$ 7,950,000	\$ 326,768,867	\$ 8,965,000
Premium	11,353,784	-	-	803,254	10,550,530	803,254
Accreted interest	28,000,946	9,270,501	10,637,516	-	47,908,963	-
Deferred liability	(1,794,224)	-	-	(148,488)	(1,645,736)	-
Capital leases	1,175,198	-	-	134,431	1,040,767	140,713
Compensated absences	3,948,131	-	-	636,823	3,311,308	741,457
Total long-term liabilities	<u>\$ 377,402,702</u>	<u>\$ 9,270,501</u>	<u>\$ 10,637,516</u>	<u>\$ 9,376,020</u>	<u>\$ 387,934,699</u>	<u>\$ 10,650,424</u>

NOTE 11 EMPLOYEE RETIREMENT PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the State Teachers' Retirement System (STRS) and classified employees are members of the Public Employees' Retirement System (PERS) and part-time, seasonal and temporary employees and employees not covered by STRS or PERS are members of the Public Agency Retirement System (PARS).

State Teachers' Retirement System (STRS)Plan Description

The District contributes to the State Teachers' Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. STRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, CA 95826.

Funding Policy

Active plan members are required to contribute 8.0% of their salary and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2010-11 was 8.25% of annual payroll. The contribution requirements of the plan members are established and may be amended by State statute.

NOTE 11 EMPLOYEE RETIREMENT PLANS (CONTINUED)**Public Employees' Retirement System (PERS)**Plan Description

The District contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law. CalPERS issues a separate comprehensive annual financial report that includes required supplementary information. Copies of the CalPERS' annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, CA 95814.

Funding Policy

Active plan members are required to contribute 7.0% of their salary. The District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution for fiscal year 2010-11 was 9.709% of annual payroll. The contribution requirements of the plan members are established and may be amended by State statute.

Contributions to STRS and PERS

The District's contributions to STRS and PERS for each of the last three fiscal years is as follows:

Year ended June 30,	STRS		PERS	
	Required Contribution	Percent Contributed	Required Contribution	Percent Contributed
2009	\$ 6,049,809	100%	\$ 5,802,777	100%
2010	5,830,477	100%	6,038,825	100%
2011	5,396,941	100%	6,289,443	100%

NOTE 11 EMPLOYEE RETIREMENT PLANS (CONTINUED)

Public Agency Retirement System (PARS)

Plan Description

The Public Agency Retirement System (PARS) is a defined contribution plan qualifying under §401(a) and §501 of the Internal Revenue Code. The plan covers part-time, seasonal and temporary employees and employees not covered by §3121(b)(7)(F) of the Internal Revenue Code. The benefit provisions and contribution requirements of plan members and the District are established and may be amended by the PARS Board of Trustees.

Funding Policy

Contributions of 7.5% of covered compensation of eligible employees are made by the employer and employee. Total contributions, employer and employee combined, were made in the amount of \$739,055 during the fiscal year. The total amount of covered compensation was \$9,854,062. Total contributions made are 100% of the amount of contributions required for fiscal year 2010-11.

NOTE 12 POSTEMPLOYMENT HEALTHCARE BENEFITS

Plan Description

The District administers a single-employer defined benefit healthcare plan. The District provides medical, dental, and vision insurance coverage, as prescribed in the various employee union contracts, to retirees meeting plan eligibility requirements. Eligible employees retiring from the District may become eligible for these benefits when the requirements are met. For employees participating in STRS and CalPERS, the eligibility requirement is a minimum age of 55 and a minimum ten years of service with the District. Additional age and service criteria may be required. The Retiree Health Plan does not issue a separate financial report.

Funding Policy

The contribution requirements are established and may be amended by the District. The required contribution is based on projected pay-as-you-go financing requirements, with an annual adjustment to fully fund the actuarially determined annual required contribution. The District contributes 100 percent of the cost of current year premiums for eligible retired plan members and their spouses up to age 70 and \$4,000 maximum per year beyond age 70 until death. For fiscal year ended 2011, the District contributed \$6,120,645 to the plan for current year premiums, and \$8,000,000 to the Trust.

NOTE 12 POSTEMPLOYMENT HEALTHCARE BENEFITS (CONTINUED)**Annual OPEB Cost and Net OPEB Obligation**

The District's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed, and changes in the OPEB obligation:

Annual required contribution (ARC)	\$ 8,243,138
Interest on net OPEB obligation (asset)	(388,105)
Adjustment to annual required contribution	414,687
Annual OPEB cost	8,269,719
Contributions made to the Trust	(8,000,000)
Contributions made - pay-as-you-go cost	(6,120,645)
Change in net OPEB obligation (asset)	(5,850,926)
Net OPEB obligation (asset) - beginning of year	(5,544,360)
Net OPEB obligation (asset) - end of year	\$ (11,395,286)

The District's annual OPEB cost, the percentage of annual OPEB cost contributed, and the net OPEB asset were as follows:

<u>Fiscal year end</u>	<u>Annual OPEB Cost</u>	<u>% of Annual OPEB Cost Contributed</u>	<u>Net OPEB Asset</u>
6/30/2009	\$ 6,820,771	79.54%	\$ 7,879,969
6/30/2010	8,283,152	71.81%	5,544,360
6/30/2011	8,269,719	170.75%	11,395,286

Funded Status and Funding Progress

As of May 1, 2010, the most recent actuarial valuation date, the plan was 32.5% funded. The actuarial accrued liability for benefits was \$90.5 million, and the unfunded actuarial accrued liability (UAAL) was \$61 million. The covered payroll (annual payroll of active employees covered by the plan) was \$107 million, and the ratio of the UAAL to the covered payroll was 57%. In fiscal year 2007, the District established an irrevocable trust administrated by the Retiree Health Benefit Program Joint Powers Agreement (JPA) organized by the Community College League of California. The District made an \$8 million irrevocable contribution to the trust in fiscal year 2010-11.

NOTE 12 POSTEMPLOYMENT HEALTHCARE BENEFITS (BENEFITS)

Actuarial valuations of an ongoing benefit plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the health-care cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of postemployment healthcare benefits funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets, if any, is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, if any, consistent with the long-term perspective of the calculations.

The actuarial cost method used in determining the benefit obligations is the Entry Age Normal cost method. The actuarial assumptions included a 7.0 percent investment rate of return (net of administrative expenses) which is a blended rate of the expected long-term investment returns on plan assets and on the employers own investments calculated based on the funded level of the plan at the valuation date, and an annual healthcare cost trend rate of 4.0 percent which includes 3.0 percent inflation rate. The actuarial value of assets was determined using techniques that spread the effects of short-term volatility in the market value of investments over a five-year period. The initial UAAL is being amortized as a level percentage of payroll with a closed 20 year amortization period. The residual UAAL is amortized using an open 30 year period. The remaining amortization period at June 30, 2011, was sixteen years.

NOTE 13 JOINT POWERS AGREEMENT

The District participates in four joint powers agreement (JPA) entities; the Protected Insurance Program for Schools (PIPS), the Schools Excess Liability Fund (SELF), the State-Wide Education Wrap Up Program (SEWUP) and the Statewide Association of Community Colleges (SWACC).

The relationship between the District and the JPAs is such that none of the JPAs are a component unit of the District for financial reporting purposes.

PIPS provides workers' compensation reinsurance protection to its membership for public schools and community colleges throughout California.

SELF arranges for and provides a self-funded or additional insurance for excess liability fund for approximately 1,100 public educational agencies. SELF is governed by a board of 16 elected voting members, elected alternates, and two ex-officio members. The board controls the operations of SELF, including selection of management and approval of operating budgets, independent of any influence by the members beyond their representation on the board. Each member pays an annual contribution based upon the amount calculated by SELF'S board of directors and shares surpluses and deficits proportionately to its participation in SELF.

SEWUP provides enhanced protection against construction losses that could negatively impact school districts in California and to help maximize the use of public funding for school construction projects in California. Membership is composed of 435 districts. Premiums are determined for each construction project or projects.

SWACC provides liability and property insurance for its member colleges. SWACC's membership consists of two joint power authority (JPA) members (which represent 21 districts) and 25 individual member districts for a total of 46 community college districts. A full Board of Directors composed of one representative from each member governs SWACC. The Board elects from its members a President, Vice President, Secretary and Treasurer. Each member shares surpluses and deficits proportionately to its participation in SWACC.

Condensed financial information of PIPS, SELF, SEWUP, and SWACC based on the most current information available is as follows:

	PIPS 6/30/2010 (Audited)	SELF 6/30/2010 (Audited)	SEWUP 6/30/2009 (Audited)	SWACC 6/30/2010 (Audited)
Total assets	\$ 117,734,937	\$ 196,974,000	\$ 27,044,299	\$ 46,019,292
Total liabilities	69,742,511	160,464,000	14,643,916	21,417,925
Retained earnings	\$ 47,992,426	\$ 36,510,000	12,400,383	24,601,367
Total revenues	\$ 5,305,101	\$ 19,384,000	\$ 9,375,700	\$ 11,118,079
Total expenditures	596,363	30,536,000	7,862,074	12,547,315
Net increase/(decrease) in retained earnings	\$ 4,708,738	\$ (11,152,000)	\$ 1,513,626	\$ (1,429,236)

NOTE 14 INTERNAL SERVICE FUND

The District is exposed to various risks of loss related to injuries to employees and medical claims. During the fiscal year, the District maintained an Internal Service Fund to account for and finance its uninsured risks of loss. The Self Insurance Fund provides for a maximum of \$250,000 for each workers' compensation claim filed prior to June 30, 1998. Beginning July 1, 1998, the District is fully insured for workers' compensation. The Self Insurance Fund also provides for a maximum of \$275,000 each plan year for medical claims. The District purchases commercial insurance for claims in excess of coverage provided by the fund and for all other risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

Funding of the Internal Service Fund is based on estimates of the amounts needed to pay prior and current year claims and premiums.

At June 30, 2011, the District accrued the claims liability in accordance with GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The amount of the accrued claims liability is estimated at \$2,486,361. Changes in the reported liability are shown below:

Internal Service Fund Fiscal year end	Beginning Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claim Payments	Ending Fiscal Year liability
Health and Benefits	\$ 1,979,051	\$ 18,467,971	\$ 18,493,044	\$ 1,953,978
Workers' Compensation	532,383	-	-	532,383
	<u>\$ 2,511,434</u>	<u>\$ 18,467,971</u>	<u>\$ 18,493,044</u>	<u>\$ 2,486,361</u>

NOTE 15 FUNCTIONAL EXPENSE

	Salaries	Employee Benefits	Supplies, Materials, Utilities, Other Expenses and Services	Student Financial Aid	Depreciation	Total
Instructional activities	\$ 57,706,937	\$ 20,431,810	\$ 4,438,664	\$ -	\$ -	\$ 82,577,410
Academic support	17,126,129	6,063,704	3,721,320	-	-	26,911,153
Student services	15,788,807	5,590,210	1,867,603	-	-	23,246,620
Operation and maintenance of plant	6,088,440	2,155,683	6,518,359	-	-	14,762,481
Institutional support services	18,952,266	6,710,270	14,052,022	-	-	39,714,558
Community services and economic development	297,528	105,343	-	-	-	402,871
Ancillary services and auxiliary operations	17,439,088	5,289,156	14,711,797	-	-	37,440,040
Student aid	-	-	-	49,660,186	-	49,660,186
Other outgo	708,883	228,851	830,399	-	-	1,768,133
Depreciation expense	-	-	-	-	15,607,427	15,607,427
Total	<u>\$ 134,108,079</u>	<u>\$ 46,575,026</u>	<u>\$ 46,140,162</u>	<u>\$ 49,660,186</u>	<u>\$ 15,607,427</u>	<u>\$ 292,090,880</u>

NOTE 16 COMMITMENTS AND CONTINGENCIES

Litigation

The District is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the District's financial statements.

Purchase Commitments

As of June 30, 2011, the District was committed under various capital expenditure purchase agreements for construction and modernization projects totaling approximately \$36 million. Projects will be funded through bond proceeds, State funds and general funds.

NOTE 17 RESTATEMENT OF BEGINNING NET ASSETS

The beginning net assets of the District have been restated to adjust the balance of capital appreciation bonds as of June 30, 2010 as follows.

Net assets at June 30, 2010, as previously reported	\$ 161,116,985
Adjustment to correct the accreted value of capital appreciation bonds as of June 30, 2010	<u>(9,270,501)</u>
Net assets at June 30, 2010, as restated	<u>\$ 151,846,484</u>

The beginning net assets of Coast CCD Foundation, one of the District's component units, have been restated to correct the carrying value of Coast CCD Foundation's equity investment in Coast CCD Enterprise Corporation as of June 30, 2010.

Net assets of component units at June 30, 2010, as previously reported	\$ 22,706,445
Adjustment to correct the carrying value of Coast CCD Foundation's investment in Coast CCD Enterprise Corporation	<u>(366,223)</u>
Net assets of component units at June 30, 2010, as restated	<u>\$ 22,340,222</u>

NOTE 18 SUBSEQUENT EVENTS

The District has evaluated events subsequent to June 30, 2011 to assess the need for potential recognition or disclosure in the financial statements. Such events were evaluated through December __, 2011, the date the financial statements were available to be issued. Based upon this evaluation, it was determined that no subsequent events occurred that require recognition or additional disclosure in the financial statements.

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REQUIRED SUPPLEMENTARY INFORMATION

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Coast Community College District Schedule of Postemployment Healthcare Benefits Funding Progress Year ended June 30, 2011

Actuarial Valuation Date	Actuarial Value of Assets (AVA)	Actuarial Accrued Liability (Entry age normal method) (AAL)	Unfunded Actuarial Accrued Liability (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
5/1/2008	\$ 27,621,836	\$ 80,045,719	\$ 52,423,883	34.50%	\$ 103,916,507	50.45%
5/1/2010	29,483,684	90,506,727	61,023,043	32.50%	107,075,771	57.00%

Notes: The Plan's segregated assets are held in an irrevocable trust administered by the Retiree Health Benefit Program Joint Powers Agreement.

The next actuarial valuation will be done in the fiscal year 2011-2012. As of June 30, 2011, total assets held in the Trust account amounted to \$41.947 million.

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NOTE 1 PURPOSE OF SCHEDULE:

Schedule of Postemployment Healthcare Benefits Funding Progress

This schedule is prepared to show information from the most recent actuarial valuations and, in future years, the information from the three most recent actuarial valuations, in accordance with Statement No. 45 of the Governmental Accounting Standards Board, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. The schedule is intended to show trends about the funding progress of the District's actuarially determined liability for postemployment benefits other than pensions.

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Supplementary Information

The following information is provided to support the main text of the manuscript. It includes a detailed description of the experimental procedures, a list of the materials used, and a discussion of the results obtained. The information is presented in a clear and concise manner, and is intended to provide a comprehensive overview of the study.

SUPPLEMENTARY INFORMATION

The Coast Community College District encompasses approximately 105 square miles located in Orange County. The District currently operates Coastline College, Golden West College, Orange Coast College, and the District site. The District serves a large population in Orange County, which covers the communities of Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Midway City, Newport Beach, Santa Ana, Seal Beach/Surfside, Stanton, Sunset Beach and Westminster. The Chancellor is the chief administrative officer and is assisted by vice chancellors, deans, directors, division chairpersons, and members of the faculty in bringing educational excellence to the community. The Board of Trustees has five members elected at large to overlapping four-year terms.

BOARD OF TRUSTEES

<u>Member</u>	<u>Office</u>	<u>Term Expires</u>
Mr. Jerry Patterson	President	2012
Mr. Jim Moreno	Vice President	2014
Ms. Mary L. Hornbuckle	Trustee	2012
Dr. Lorraine Prinsky	Clerk of the Board	2012
Mr. David A. Grant	Trustee	2014
Mr. Joe Venegas III	Student	2011

DISTRICT EXECUTIVE OFFICERS

Dr. Andrew C. Jones	Chancellor
Dr. Dennis Harkins	President, Orange Coast College
Mr. Wes Bryan	President, Golden West College
Dr. Loretta Adrian	President, Coastline Community College
Mr. Andrew Dunn	Vice Chancellor of Finance and Administrative Services
Ms. Deborah Hirsh	Vice Chancellor, Human Resources
Dr. Andreea M. Serban	Interim Vice Chancellor of Educational Services and Technology

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Coast Community College District Schedule of Expenditures of Federal Awards Year ended June 30, 2011

Federal Grantor/Pass-Through Grantor/Program Title	Federal Catalog Number	Award or Pass-through Identification Number	Total Program Expenditures
U.S. Department of Education:			
Direct programs:			
Student financial assistance:			
Administrative allowance	84.063	N/A	\$ 118,198
Academic Competitiveness Grant	84.375	N/A	74,044
Direct Student Loans	84.268	N/A	7,805,486
Federal Work Study Program	84.033	N/A	509,958
Federal Pell Grant Program	84.063	N/A	35,910,475
Federal Supplement Educational Opportunity Grants (FSEOG)	84.007	N/A	487,986
Subtotal Student Financial Aid Cluster			<u>44,906,147</u>
North American Renewable Energy Technology	84.116N	N/A	48,041
Strengthening Institutions-Title III	84.031A	N/A	402,870
Passed through California Department of Education:			
Vocational and Applied Technology Education Act, Tech Prep Consortia Project	84.048	23335	209,123
Vocational and Applied Technology Education Act, Tech Prep Regional Coordinations	84.048	13929	-
Vocational and Applied Technology Education Act, Title I, Part C	84.048	23381	1,299,830
Vocational and Applied Technology Education Act, BIC-Business/CIS Education Advisory	84.048	23373	299,988
Vocational and Applied Technology Education Act, Career Development, State Advisory	84.048	23373	100,000
Vocational and Applied Technology Education Act, CIS Business Education, State Advisory	84.048	23373	37,991
Vocational and Applied Technology Education Act, Collaborative Learning	84.048	23373	100,000
English Literacy and Civic Education	84.002A	(1)	28,823
ESL - 231 Grant	84.002A	(1)	69,430
Passed-through California Community College's Chancellors Office:			
American Recovery and Reinvestment Act State Fiscal Stabilization Funds	84.394	N/A	80,924
Subtotal pass-through programs			<u>2,226,109</u>
Total U.S. Department of Education			<u>47,583,167</u>
Pacific Bridge AAPI	(1)	(1)	109,062
U.S. Department of Justice :			
Virtual Interactive Training Simulator Project	16.738	2010-DD-BX-0416	725,482
Virtual Training for Law Enforcement	16.738	(1)	99,887
Total U.S. Department of Justice			<u>825,349</u>
U.S. Department of Agriculture :			
Passed-through California Department of Education:			
Child Care Food Programs	10.558	(1)	55,348
Total U.S. Department of Agriculture			<u>55,348</u>
U.S. Department of Health and Human Services:			
Passed-through California Community College's Chancellors Office:			
Temporary Assistance for Needy Families (TANF)	93.558	N/A	121,140
Passed-through California Department of Education:			
Child Development Federal Block Grant	93.596	13609, 13941, 13942, 14130	217,546
Passed-through Yosemite Community College District:			
Child Development Consortium	93.575	(1)	26,887
Total U.S. Department of Health and Human Services			<u>365,573</u>

See accompanying notes to the supplementary information.

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Coast Community College District Schedule of Expenditures of Federal Awards (Continued) Year ended June 30, 2011

	Federal Catalog Number	Award or Pass-through Identification Number	Total Program Expenditures
U.S. Department of Labor:			
Passed through County of Orange Housing and Community Services Department			
Workforce Investment Act Cluster:			
WIA - Veteran Employment Assistance	17.258	R865476	\$ 106,107
Workforce Investment Act, Disadvantaged Adult Title II	17.258	R865476	1,261,180
Workforce Investment Act, Dislocated Worker Title III	17.260	R865476	2,221,617
Workforce Investment Act, ARRA Dislocated Worker	17.260	(1)	257,982
Workforce Investment Act, National Emergency Mortgage Grant	17.260	R865476	43,661
Workforce Investment Act, Orange County Support Services, Rapid Response	17.260	R865476	58,833
Workforce Investment Act, 25% Regional Veteran Services	17.260	R865476	16,002
Workforce Investment Act, 15% Regional Veteran Services	17.258	R865476	18,084
Workforce Investment Act, Allied Health Workforce	17.258	R865476	88,259
Workforce Investment Act, ARRA High Demand Training Services	17.260	(1)	134,873
Workforce Investment Act, New Start Prison to Employment	17.258	R865476	3,252
Subtotal Workforce Investment Act Cluster			<u>4,209,850</u>
WIA - ITA Training Provider	17.261	(1)	2,298
Workforce Investment Act, Technology Based Training	17.269	(1)	144,260
Workforce Investment Act, Nursing Expansion	17.207	(1)	434,502
Workforce Investment Act, Navigator Grant	17.261	R865476	100,602
Workforce Investment Act, Senior Community Service Employment	17.235	R865476	123,771
WIA - SCSEP Appropriation	17.235	R865476	54,096
WIA - DPN WPA Assistive Technology	17.261	(1)	10,360
Total U.S. Department of Labor			<u>5,079,739</u>
National Science Foundation			
Direct			
C-Spirit Curriculum Development	47.076	N/A	21,845
Total Federal Program Expenditures			<u>\$ 54,040,083</u>
Student Financial Aid Student Loan Program			
Perkins Program:			
Coast Community College District outstanding loan balance as of June 30, 2011			\$ 3,124,795
Loans disbursed to students during the fiscal year 2010-2011			<u>\$ 281,275</u>

Note: (1) - CFDA number and award or pass-through Identification number not readily available.
N/A - Pass-through entity identification number not applicable.

See accompanying notes to the supplementary information.

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Coast Community College District Schedule of State Financial Assistance - Grants Year ended June 30, 2011

Program Name	Program Revenues				Total Program Expenditures
	Cash Received	Accounts Receivable	Deferred Revenue	Total	
State Categorial Aid Programs:					
AS Registered Nurse Enrollment Growth Retention	\$ 41,821	\$ 7,966	\$ -	\$ 49,787	\$ 49,787
At Risk Children's Boating Scholarships	24,745	1,575	5,733	20,587	20,587
Basic Skills 08/09	332,020	-	-	332,020	332,020
Basic Skills 09/10	286,873	-	249,039	37,834	37,834
Basic Skills 10/11	487,538	-	487,538	-	-
Board Financial Assistance Administrative Allowance	1,419,874	-	205,865	1,214,009	1,214,009
CalWORKS	390,622	-	-	390,622	390,622
Career Technology Education Community Collaborative	226,288	-	-	226,288	226,288
Career Technology Education Pathways Initiative	400,000	10,934	397,307	13,627	13,627
Child Development Apportionment	2,638	-	-	2,638	2,638
Child Development Preschool Program	157,159	-	-	157,159	157,159
Disabled Student Program Services (DSPS)	1,718,131	-	-	1,718,131	1,718,131
Economic Opportunity (EOPS)	1,893,475	-	-	1,893,475	1,893,475
EOPS-Coop Agency Resource Education	148,924	-	-	148,924	148,924
Evaluation Grant/State Career Tech Education	928,684	-	-	928,684	928,684
Hazard Mitigation	-	27,000	-	27,000	27,000
Instructional Equipment / Library Materials	73,492	-	-	73,492	73,492
Instructional Equipment / Library Materials one-time	137,239	-	137,239	-	-
Lottery-Restricted Materials	1,102,717	-	472,601	630,116	630,116
Matriculation	1,216,589	-	-	1,216,589	1,216,589
Matriculation-Non Credit	57,068	-	-	57,068	57,068
Mental Health Training CA Law Enforcement	24,334	66,926	-	91,260	91,260
RHRC Health Care Development	123,000	81,996	-	204,996	204,996
Staff Development	15,869	-	15,827	42	42
Staff Diversity	23,012	-	9,160	13,852	13,852
State Capital Outlay	3,670,300	-	-	3,670,300	3,670,300
State Hospital Program (Fairview)	632,817	-	-	632,817	632,817
STEM Career Technology Education Community Collaborative	310,000	-	187,833	122,167	122,167
Telecommunications and Technology Infrastructure Program	35,821	-	35,088	733	733
WA ARRA EMT	124,825	55,032	-	179,857	179,857
Workforce Innovative Partnership	150,000	-	85,731	64,269	64,269
Total State Programs	\$ 16,155,875	\$ 251,429	\$ 2,288,961	\$ 14,118,343	\$ 14,118,343

See accompanying notes to the supplementary information.

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Coast Community College District
Schedule of Workload Measures for State General Apportionment
Annual (Actual) Attendance
Year ended June 30, 2011

	Factored FTES Reported Data
A. Summer Intersession (Summer 2010 only)	
1. Noncredit (1)	7.37
2. Credit	1,619.11
B. Summer Intersession (Summer 2011 - Prior to July 1, 2011)	
1. Noncredit	-
2. Credit	-
C. Primary Terms (Exclusive of Summer Intersession)	
1. Census Procedures Courses	
(a) Weekly Census Contact Hours	24,691.57
(b) Daily Census Contact Hours	1,471.20
2. Actual Hours of Attendance Procedure Courses	
(a) Noncredit	351.04
(b) Credit	1,399.86
3. Independent Study/Work Experience	
(a) Weekly Census Contact Hours	4,152.66
(b) Daily Census Contact Hours	1,656.53
(c) Noncredit Independent Study/Distance Education Courses	-
D. Total FTES	35,349.34
Supplemental Information (subset of above information)	
E. In-Service Training Courses (FTES)	16.94
H. Basic Skills Courses and Immigrant Education	
(a) non-credit	347.34
(b) Credit	3,241.09
<u>CCFS 320 Addendum</u>	
CDCP Noncredit FTES	N/A
Centers FTES	
(a) Noncredit	N/A
(b) Credit	N/A

(1) Including Career Development and College Preparation (CDCP) FTES.

N/A - Workload measure is not applicable.

See accompanying notes to the supplementary information.

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**Coast Community College District
Reconciliation of Annual Financial and Budget Report
With Audited Fund Balances
June 30, 2011**

	<u>Self-Insurance Fund</u>
June 30, 2011 Annual Financial and Budget Report Fund Balance (CCFS-311)	\$ 56,370,851
Adjustments and Reclassifications:	
Understatement of incurred but not reported claims liability	(2,486,361)
Removal of other postemployment benefits trust fund for financial statement presentation	(41,947,273)
June 30, 2011 Audited Financial Statement Fund Balances	<u>\$ 11,937,217</u>

Additional entries were made to comply with the GASB 34/35 reporting requirements. These entries are not considered audit adjustments for purposes of this reconciliation.

See accompanying notes to the supplementary information.

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Coast Community College District
Schedule of Combined General Fund Financial Trends and Analysis
June 30, 2011

General Fund:	(Budget 2012)		2011		2010		2009	
	Amount	%	Amount	%	Amount	%	Amount	%
<u>Revenue and Other Financing Sources</u>								
Federal	\$ 8,701,493	4.17%	\$ 9,488,549	4.59%	\$ 10,745,253	5.04%	\$ 8,359,093	3.78%
State	74,135,188	35.49%	87,639,933	42.41%	82,816,481	38.81%	95,160,680	42.99%
County, Local, and Other Sources	122,044,304	58.42%	116,581,085	56.42%	118,500,506	55.53%	115,815,851	52.32%
Other Financial Sources	500,000	0.24%	512,511	0.25%	-	-	-	-
Total Revenue and Other Financing Sources	<u>205,380,985</u>	<u>98.32%</u>	<u>214,222,078</u>	<u>103.67%</u>	<u>212,062,240</u>	<u>99.38%</u>	<u>219,335,624</u>	<u>99.09%</u>
<u>Expenditures and other Financing Uses</u>								
Academic Salaries	72,343,790	34.63%	74,796,109	36.20%	80,805,960	37.87%	83,247,032	37.61%
Classified Salaries	49,843,414	23.86%	51,725,911	25.03%	55,435,203	25.98%	56,482,752	25.52%
Employee Benefits	49,260,659	23.58%	50,048,423	24.22%	49,033,184	22.98%	48,164,864	21.76%
Supplies and Materials	4,887,297	2.34%	3,623,844	1.75%	3,452,596	1.62%	4,289,371	1.94%
Other Operating Expenses and Services	24,983,002	11.96%	18,567,719	8.99%	19,621,859	9.20%	22,723,876	10.27%
Capital Outlay	3,325,096	1.59%	2,856,037	1.38%	2,072,905	0.97%	2,163,104	0.98%
Other Uses	973,140	0.47%	1,133,525	0.55%	1,449,613	0.68%	2,344,907	1.06%
Interfund Transfers Out	3,284,376	1.57%	3,879,582	1.88%	1,513,449	0.71%	1,944,010	0.88%
Total Expenditures and Other Financing Uses	<u>208,900,774</u>	<u>100%</u>	<u>206,631,150</u>	<u>100.00%</u>	<u>213,384,769</u>	<u>100.00%</u>	<u>221,359,916</u>	<u>100.00%</u>
Change in Fund Balances	<u>(3,519,789)</u>	<u>-1.68%</u>	<u>7,590,928</u>	<u>3.67%</u>	<u>(1,322,529)</u>	<u>-0.62%</u>	<u>(2,024,292)</u>	<u>-0.91%</u>
Ending Fund Balance	<u>23,769,401</u>	<u>11.38%</u>	<u>27,289,190</u>	<u>13.21%</u>	<u>19,698,262</u>	<u>9.23%</u>	<u>21,020,791</u>	<u>9.50%</u>
Available Reserve Balance	<u>13,500,000</u>	<u>6.46%</u>	<u>13,500,000</u>	<u>6.53%</u>	<u>13,293,671</u>	<u>6.23%</u>	<u>16,750,000</u>	<u>7.57%</u>
Full-time Equivalent Students	<u>33,200</u>		<u>35,349</u>		<u>36,103</u>		<u>37,319</u>	
Total Long-Term Debt	<u>\$ 388,803,962</u>		<u>\$ 387,934,699</u>		<u>\$ 377,402,702</u>		<u>\$ 372,007,529</u>	

See accompanying notes to the supplementary information.

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Coast Community College District
Schedule of Budgetary Comparison for the Combined General Fund
June 30, 2011

REVENUE	General Fund		Variance Favorable (Unfavorable)
	Budget	Actual	
Revenue from Federal Sources			
Higher Education Act	\$ 1,755,679	\$ 1,188,128	\$ (567,551)
Workforce Investment Act	6,704,958	5,079,741	(1,625,217)
Temporary Assistance for Needy Families (TANF)	121,140	121,140	-
Vocational and Technical Education Act	2,056,563	2,046,932	(9,631)
Other Federal Revenue	1,319,973	1,052,606	(267,367)
Revenue from State Sources			
General Apportionments	71,500,000	70,851,810	(648,190)
Categorical Apportionments	924,184	958,512	34,328
Other State Revenues	19,712,528	15,829,613	(3,882,915)
Revenue from Local Sources			
Property Taxes	85,800,000	86,655,089	855,089
Interest and Investment Income	400,000	305,230	(94,770)
Student Fees and Charges	24,523,975	23,948,345	(575,630)
Other Local Revenue	6,974,301	6,184,932	(789,369)
TOTAL REVENUES	<u>221,793,301</u>	<u>214,222,078</u>	<u>(7,571,223)</u>
EXPENDITURES			
Academic Salaries	75,387,868	74,796,109	591,759
Classified Salaries	53,242,109	51,725,911	1,516,198
Employee Benefits	49,649,334	50,048,422	(399,088)
Supplies and Materials	5,190,486	3,623,844	1,566,642
Other Operating Expenses & Services	30,213,697	18,567,719	11,645,978
Capital Outlay	3,616,940	2,856,038	760,902
Other Uses	5,152,332	1,133,525	4,018,807
TOTAL EXPENDITURES	<u>222,452,766</u>	<u>202,751,568</u>	<u>19,701,198</u>
Excess (deficiency) of revenues over expenditures	<u>\$ (659,465)</u>	<u>11,470,510</u>	<u>\$ 12,129,975</u>
OTHER FINANCING SOURCES (USES)			
Interfund Transfers Out		<u>(3,879,582)</u>	
TOTAL OTHER FINANCING SOURCES (USES)		<u>(3,879,582)</u>	
Excess (deficiency) of revenues over expenditures and other sources (uses)		7,590,928	
Fund Balances at the Beginning of Year		19,698,262	
Fund Balances at End of Year		<u>\$ 27,289,190</u>	

See accompanying notes to the supplementary information.

NOTE 1 PURPOSE OF SCHEDULES

Schedules of Expenditures of Federal Awards and State Financial Assistance

The audit of the Coast Community College District for the year ended June 30, 2011 was conducted in accordance with OMB Circular A-133, which requires a disclosure of the financial activities of all federally funded programs. To comply with A-133 and state requirements, the Schedule of Federal Awards and the Schedule of State Financial Assistance was prepared on the modified accrual basis of accounting.

Schedule of Workload Measures for State General Apportionment

The Schedule of Workload Measures for State General Apportionment represents the basis of apportionment of the Coast Community College District's annual source of funding.

Reconciliation of Annual Financial and Budget Report with Audited Fund Balances

This schedule reports any audit adjustments made to the fund balances of all funds as reported on the Form CCFS-311.

Schedule of General Fund Financial Trends and Analysis

This report is prepared to show financial trends of the General Fund over the past three fiscal years as well as the current year budget. This schedule is intended to identify if the District faces potential fiscal problems and if they have met the recommended available reserve percentages.

Schedule of Budgetary Comparison for the Combined General Fund

Continuing disclosure for the general obligation bond requires a budgetary comparison be presented for the General Fund (combined). This schedule presents the final General Fund budget as of the fiscal year end, actual amounts at fiscal year end and the variance between the final budget and actual amounts.

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**Report of Independent Auditors on Internal Control
Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Basic
Financial Statements Performed in Accordance with Government Auditing Standards**

**The Honorable Board of Trustees
Coast Community College District
Costa Mesa, California**

We have audited the basic financial statements of Coast Community College District (District) as of and for the year ended June 30, 2011, and have issued our report thereon dated December __, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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This report is intended solely for the information and use of the Board of Trustees, management, the California Department of Education, the California Department of Finance, the California Community Colleges Chancellor's Office, the State Controller's Office, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Los Angeles, California
December __, 2011

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**Report of Independent Auditors on Compliance with Requirements
That Could Have a Direct and Material Effect on Each Major Program and on
Internal Control Over Compliance in Accordance with OMB Circular A-133**

**The Honorable Board of Trustees
Coast Community College District
Costa Mesa, California**

Compliance

We have audited the compliance of Coast Community College District (the District) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement that could have a direct and material effect on its major federal programs for the year ended June 30, 2011. The District's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of District's management. Our responsibility is to express an opinion on District's compliance based on our audit.

We did not audit the District's compliance with the requirements governing maintaining contact with and billing borrowers and processing deferment and cancellation requests and payments in accordance with the requirements of the Student Financial Assistance Cluster: Federal Perkins Loan Program described in the Compliance Supplement. Those requirements govern functions performed by Affiliated Computer Services, Inc. (ACS). Since we did not apply auditing procedures to satisfy ourselves as to compliance with those requirements, the scope of work was not sufficient to enable us to express, and we do not express, an opinion on compliance with those requirements. ACS's compliance with the requirements governing the functions that it performs for the District for the year ended June 30, 2011 was examined by other accountants in accordance with the U.S. Department of Education's Audit Guide, *Audits of Federal Student Financial Assistance Programs at Participating Institutions and Institution Servicers*. Our report does not include the results of the other accountants' examination of ACS's compliance with such requirements.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and *OMB Circular A-133* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the District's compliance with those requirements.

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In our opinion, Coast Community College District complied, in all material respects, with the requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2011. However, the results of our auditing procedures disclosed instances of noncompliance with requirements that are required to be reported in accordance with OMB Circular A-133 and are described as Findings 2011-01 and 2011-02 in the accompanying Schedule of Findings and Questioned Costs.

Internal Control Over Compliance

The management of Coast Community College District is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered Coast Community College District's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Coast Community College District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses in internal control over compliance. We did not identify any deficiencies in internal control over compliance that we consider to be *material weaknesses*, as defined above.

The District's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit the District's responses and, accordingly, we express no opinion on it.

This report is intended solely for the information of the Board of Trustees, District management, the California Department of Finance, the California Department of Education, the California Community Colleges Chancellor's Office, and the District's federal and state awarding and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.

Los Angeles, California
December __, 2011

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Independent Accountants' Report on State Compliance Requirements

**The Honorable Board of Trustees
Coast Community College District
Costa Mesa, California**

We have examined the District's compliance with the following state laws and regulations for the year ended June 30, 2011 in accordance with Section 400 of the Chancellor's Office's California Community Colleges Contracted District Audit Manual (CDAM):

- Salaries of Classroom Instructors: 50% Law (421)
- Apportionment for Instructional Service Agreements/Contracts (423)
- State General Apportionment (424)
- Residency Determination for Credit Courses (425)
- Students Actively Enrolled (426)
- Concurrent Enrollment of K-12 Students in Community College Credit Courses (427)
- Gann Limit Calculation (431)
- Enrollment Fee (432)
- California Work Opportunity and Responsibility to Kids (CalWORKS) – Use of State and Federal Temporary Assistance for Needy Families (TANF) Funding (433)
- Open Enrollment (435)
- Student Fees – Instructional Materials and Health Fees (437)
- Economic and Workforce Development (473)
- Extended Opportunity Programs and Services (474)
- Disabled Students Programs and Services (475)
- Cooperative Agencies Resources for Education (477)
- Preference for Veterans and Qualified Spouse for Federally Funded Qualified Training Programs (478)
- To Be Arranged Hours (479)

Management is responsible for the Coast Community College District (the District) compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

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Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended June 30, 2011.

This report is intended solely for the information and use of the District's management, the Board of Trustees, and others within the District, the California Community Colleges Chancellor's Office, the California Department of Finance, and the California Department of Education, and is not intended to be and should not be used by anyone other than these specified parties.

Los Angeles, California
December __, 2011

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Coast Community College District
Schedule of Findings and Questioned Costs
Year ended June 30, 2011

Section I – Summary of Auditors' Results

Financial Statements

Type of auditors' report issued on the financial statements: Unqualified

Internal control over financial reporting:

- Material weakness(es) identified: No
- Significant deficiency (ies) identified that are not considered to be material weaknesses? None Reported

Noncompliance material to the financial statements noted: No

Federal Awards

Internal control over its major programs:

- Material weakness(es) identified: No
- Significant deficiency (ies) identified that are not considered to be material weaknesses? None Reported

Type of auditors' report issued on compliance for its Major programs: Unqualified

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133? Yes

Identification of major programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
84.007, 84.032, 84.033, 84.063, 84.268 and 84.375A	Student Financial Assistance Cluster of Programs
16.738	Virtual Interactive Training Simulation
84.048	Vocational and Applied Technology Education Act
17.207	Workforce Investment Act – Nursing Expansion

Dollar threshold used to distinguish between Type A and type B programs: \$300,000

Auditee qualified as a low-risk auditee: Yes

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Coast Community College District
Schedule of Findings and Questioned Costs
Year ended June 30, 2011

Section II – Financial Statement Findings

None reported.

Section III – Federal Award Finding

Finding F-2011-01 – Special Tests and Provisions – Late Return of Title IV Funds

Federal Program Information

Federal Catalog Number:

84.063

Federal Program Name:

Student Financial Assistance Cluster: Federal
Pell Grant Program

Federal Agency:

U.S. Department of Education

Pass-Through Entity:

N/A

Campus:

Coastline Community College

Criteria or Requirement

TITLE 34 – EDUCATION, CHAPTER VI – OFFICE OF POSTSECONDARY EDUCATION, DEPARTMENT OF EDUCATION, PART 668 – STUDENT ASSISTANCE GENERAL PROVISIONS – Subpart L – Financial Responsibility Section 668.173(b) Timely Return of Title IV Funds.

In accordance with procedures established by the Secretary or FFEL Program lender, an institution returns unearned Title IV, HEA funds timely if:

- (1) The institution deposits or transfers the funds into the bank account it maintains under §668.163 no later than 45 days after the date it determines that the student withdrew;
- (2) The institution initiates an electronic funds transfer (EFT) no later than 45 days after the date it determines that the student withdrew;
- (3) The institution initiates an electronic transaction, no later than 45 days after the date it determines that the student withdrew, that informs an FFEL lender to adjust the borrower's loan account for the amount returned; or
- (4) The institution issues a check no later than 45 days after the date it determines that the student withdrew. However, the Secretary considers that the institution did not satisfy this requirement if:
 - (i) The institution's records show that the check was issued more than 45 days after the date the institution determined that the student withdrew; or
 - (ii) The date on the canceled check shows that the bank used by the Secretary or FFEL Program lender endorsed that check more than 60 days after the date the institution determined that the student withdrew.

Condition Found

During our testing of the District's compliance with the timely requirements for return of Title IV funds, we noted that unearned Title IV funds for 2 students from Coastline Community College, of the total 25 students selected for testing, were not returned within the required time frames. The funds were returned 69-74 days after the District determined that the student withdrew instead of the required 30-45 days.

Total Pell grant expenditures for the fiscal year ended June 30, 2011 amounted to \$35,876,193. The total disbursement for the 2 students was \$499 of the \$2,417 returns sampled.

Questioned Costs

\$499.

Finding F-2011-01 – Special Tests and Provisions – Late Return of Title IV Funds (Continued)

Possible Asserted Cause and Effect

Adequate monitoring controls do not appear to be in place to ensure that the return of Title IV funds is made within the required number of days.

Recommendation

We recommend that the District implement stricter controls to ensure compliance with the requirement for timely return of Title IV funds.

Views of Responsible Officials and Planned Corrective Actions

An analysis of the financial aid office Return to Title IV (R2T4) procedures has been done. The office is clear on the responsibility to meet the deadline. The financial aid director has reviewed the steps necessary for compliance and the roles of staff members in this process. The method of calculation, using the Department of Education web-based software available through the COD (Common Origination and Disbursement) system was deemed correct in the files reviewed.

The problem was the late return of funds by the District to the Pell Grant program. The College financial aid office notifies the District office of the students, amounts and programs involved. Coastline's financial aid office missed the deadline. Here are the steps we plan to follow (and already applied in this Fall 2011 semester):

- 1) Prior to the beginning of the school year, the determined dates for Return to Title IV (R2T4) are announced in planning meetings as processing dates and disbursements are fixed.
- 2) Those dates are now a part of communications to students, the award notification process and listed on the financial aid section of the College website.
- 3) As a reminder, the dates are posted on the Outlook calendars of the Director and SFA Fiscal/Accounting Specialist, and on the office wall calendar for all staff.
- 4) A report has been developed in PowerFacts pulling all students who have dropped to zero unit enrollment and the date of that status. Results are verified through the BANNER system.
- 5) This report is run biweekly by a SFA Technician, results shared with the Director and Fiscal/Accounting Specialist.
- 6) Calculations are performed via the Federal software. District financial is notified, and monetary returns made to the correct programs. If the student owes a portion, the student is informed as well, with directions on how to pay.
- 7) It is suggested that semester fund summaries include a mutual sign-off between the College and the District that all R2T4 calculations have been completed and funds properly returned.

As of November 21 2011, Coastline has completed its research, identified 13 students with R2T4 obligations and 6 students entitled to and requesting PWD (Postwithdrawal Payments). We have begun the calculations. We will send our results to District financial aid and have this process completed by December 6, 2011.

Our corrective action is to follow this procedure every semester and complete all R2T4 in the required timeframes.

Finding F 2011-02 – Special Tests and Provisions – Incorrect Calculation of Return of Title IV Funds

Federal Catalog Number:	84.033
Federal Program Name:	Federal Pell Grant
Federal Agency:	U.S. Department of Education
Pass-Through Entity:	N/A
Campus:	Orange Coast College

Criteria or Requirement

Title 34, Education, Chapter VI – Office of Postsecondary Education, Department of Education, Part 668 – Student Assistance General provisions, Subpart B. Standards for Participation in Title IV, HEA Programs, Sec. 668.22 Treatment of Title IV funds when a student withdraws, states as follows:

When a recipient of title IV grant or loan assistance withdraws from an institution during a payment period or period of enrollment in which the recipient began attendance, the institution must determine the amount of title IV grant or loan assistance that the student earned as of the student's withdrawal date. The amount of Title IV grant or loan assistance that is earned by the student is calculated by—

- (i) First, determining the percentage of Title IV grant or loan assistance that has been earned by the student, equal to the percentage of the payment period or period of enrollment that the student completed as of the student's withdrawal date, if this date occurs on or before completion of 60 percent of the payment period or period of enrollment for a program that is measured in credit hours.

The percentage of the payment period or period of enrollment completed is determined, in the case of a program that is measured in credit hours, by dividing the total number of calendar days in the payment period or period of enrollment into the number of calendar days completed in that period as of the student's withdrawal date.

Furthermore, the total number of calendar days in a payment period or period of enrollment includes all days within the period that the student was scheduled to complete, except that scheduled breaks of at least five consecutive days are excluded from the total number of calendar days in a payment period or period of enrollment and the number of calendar days completed in that period.

- (ii) Second, applying this percentage to the total amount of Title IV grant or loan assistance that was disbursed (and that could have been disbursed) to the student, or on the student's behalf, for the payment period or period of enrollment as of the student's withdrawal date.

The return of unearned aid is the responsibility of the institution. The institution must return the lesser of—

- (i) The total amount of unearned title IV assistance to be returned as calculated by subtracting the amount of title IV assistance earned by the student from the amount of title IV aid that was disbursed to the student as of the date of the institution's determination that the student withdrew; or

Finding F 2011-02 – Special Tests and Provisions – Incorrect Calculation of Return of Title IV Funds (Continued)

- (ii) An amount equal to the total institutional charges incurred by the student for the payment period or period of enrollment multiplied by the percentage of title IV grant or loan assistance that has not been earned by the student.

"Institutional charges" are tuition, fees, room and board (if the student contracts with the institution for the room and board) and other educationally-related expenses assessed by the institution.

Condition Found

During our testing of the District's compliance with the Return of Title IV funds, we noted that the calculation of amount of funds to be returned to the Department of Education was incorrectly calculated for the following samples selected from Orange Coast College:

- In 4 out of 9 samples selected from the College, the total number of calendar days in the period of enrollment used in the Return to Title IV calculation excluded 5 days for spring break instead of 7 days.
- In 9 out of 9 samples selected, institutional charges used in the calculation did not include tuition fees.
- The amount of Title IV grant or loan assistance that is earned by the student used in the calculation is incorrect for 5 out of 9 samples tested.

Questioned costs

Not applicable. See recommendation below.

Possible Asserted Cause and Effect

Adequate monitoring controls do not appear to be in place to ensure accuracy of the return to Title IV calculation by using the correct total number of calendar days, including tuition fees in institutional charges, and the correct Title IV grant or loan assistance earned by the student in the calculation. We noted no evidence of review of the Return to Title IV calculation for accuracy.

Recommendation

We recommend that the District implement stricter controls to ensure that information used in the calculation of Return to Title IV funds is correct and accurate. We also recommend that the College recalculate its R2T4 for the whole year and if possible, the previous years, and return to the grantor the resulting additional R2T4.

Views of Responsible Officials and Planned Corrective Actions

Return to Title IV funds for the 10-11 award year have been recalculated and submitted for payment through the District. This was completed on September 29, 2011. NSLDS has been updated. Staffing responsibilities have been redistributed allowing for a re-check of all calculations prior to submittal.

Request has been made through IT to improve the withdrawal date and period of enrollment information that is downloaded from Banner (student data base system) to the financial aid data base system.

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Coast Community College District
Schedule of Findings and Questioned Costs
Year ended June 30, 2011

Section IV – State Award and Compliance Finding

None reported.

FINDING 10-01 - STATE COMPLIANCE: MATERIAL FEES

Finding

In accordance with regulations of the California Education Code, Section 76365, and the California Code of Regulations, Title 5, Section 59400-59408, students shall be required to provide required instructional and other materials for a credit or noncredit course, provided such materials are of continuing value to the student outside the classroom, and are not solely or exclusively available from the District. In addition, the materials must be tangible personal property that is owned or primarily controlled by the student. In our procedures performed, we noted that the students were paying fees for laboratory animals which do not have continuing value and are not tangible personal property.

Recommendation

The District should continue efforts to review all material fees charged to determine if they meet the criteria of a) have continuing value to the students outside the classroom setting and b) are tangible personal property that is owned or primarily controlled by the student. Fees charged for classes that do not meet the criteria should not be imposed.

Status

Implemented.

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Continuing Disclosure Information

The following information is provided for the purpose of continuing disclosure information. It is not intended to be a substitute for the full text of the document. The information is provided for the purpose of continuing disclosure information. It is not intended to be a substitute for the full text of the document. The information is provided for the purpose of continuing disclosure information. It is not intended to be a substitute for the full text of the document.

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CONTINUING DISCLOSURE INFORMATION



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Coast Community College District Continuing Disclosure Information (Unaudited) Year ended June 30, 2011

Largest 2010-11 Local Secured Taxpayers

	Property Owner	Primary Land Use	2010-2011 Asset Valuation	% of Total (1)
1	The Irvine Company	Commercial	\$ 1,540,907,712	1.64 %
2	Bella Terra Office LLC	Commercial	299,084,381	0.32
3	South Coast Plaza	Commercial	297,518,328	0.32
4	Maguire Properties-Pacific Arts Plaza	Commercial	262,213,458	0.28
5	Rreef America REIT II Corp. CCCC2	Commercial	247,000,000	0.26
6	United Dominion Realty LP	Apartments	246,061,802	0.26
7	Mayer Financial, LP	Commercial	185,071,826	0.20
8	McDonnell Douglas Corporation	Industrial	168,225,783	0.18
9	JKS-CMFV LLC	Commercial	163,685,226	0.17
10	CIM/Huntington LLC	Commercial	145,016,603	0.15
11	RTS-Sunflower, LLC	Apartments	140,917,498	0.15
12	Interinsurance Exchange of the Automobile Club of America	Commercial	128,145,922	0.14
13	Retail Property Trust	Commercial	120,306,735	0.13
14	Oxy Long Beach Inc.	Oil and Gas	118,396,375	0.13
15	Balboa Bay Club, Inc.	Commercial	117,469,324	0.13
16	Casden Lakes LP	Apartments	116,350,090	0.12
17	Coronado South Apartments LP	Apartments	114,393,193	0.12
18	Newport Healthcare Center LLC	Commercial	101,818,515	0.11
19	100 Bayview LLC	Commercial	94,295,606	0.10
20	HHR Newport Beach	Commercial	86,731,250	0.09
			<u>\$ 4,693,609,627</u>	<u>5.00 %</u>

(1) 2010-11 Local Secured Assessed Valuation: \$93,884,661,962

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Coast Community College District Foundation
Audited Financial Statements
For the Fifteen Months Ended June 30, 2011
with Report of Independent Auditors

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**Coast Community College District Foundation
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Report of Independent Auditors

**To the Board of Directors of
Coast Community College District Foundation**

We have audited the accompanying statement of financial position of the Coast Community College District Foundation (a Component Unit of the Coast Community College District) as of June 30, 2011, and the related statements of activities, cash flows and functional expenses for the fifteen month period then ended. These financial statements are the responsibility of the Foundation's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of June 30, 2011, and the changes in its net assets and its cash flows for the fifteen month period then ended in conformity with accounting principles generally accepted in the United States of America.

**Los Angeles, California
November __, 2011**

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Coast Community College District Foundation
Statement of Financial Position
June 30, 2011

ASSETS

Cash and cash equivalents	\$	113,301
Accounts receivable		48,260
Investments, at fair value		63,727
Investment in Coast Community College District Enterprise Corporation		604,108
Total assets	\$	829,396

LIABILITIES

Accounts payable	\$	3,726
Due to Coast Community College District		1,893
Liabilities under split-interest agreement		20,853
Total liabilities		26,472

NET ASSETS

Unrestricted		783,320
Temporarily restricted		19,604
Total net assets		802,924
Total liabilities and net assets	\$	829,396

See notes to financial statements.

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Coast Community College District Foundation
Statement of Activities
Fifteen month period ended June 30, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Support and revenue			
Support:			
Contributions	\$ 1,731	\$ -	\$ 1,731
Donated services	19,352	-	19,352
Total support	<u>21,083</u>	<u>-</u>	<u>21,083</u>
Revenue:			
Administrative fees	120,636	-	120,636
Interest and dividends	4,673	-	4,673
Increase in value of split-interest agreement	-	8,319	8,319
Share in earnings of Coast CCD Enterprise, Inc.	303,336	-	303,336
Total revenue	<u>428,645</u>	<u>8,319</u>	<u>436,964</u>
Total support and revenue	449,728	8,319	458,047
Operating expenses			
Program services	359,064	-	359,064
Management and general	7,932	-	7,932
Total expenses	<u>366,996</u>	<u>-</u>	<u>366,996</u>
Change in net assets	82,732	8,319	91,051
Net assets			
Beginning of period, as restated	<u>700,588</u>	<u>11,285</u>	<u>711,873</u>
End of period	<u>\$ 783,320</u>	<u>\$ 19,604</u>	<u>\$ 802,924</u>

See notes to financial statements.

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Coast Community College District Foundation
Statement of Cash Flows
Fifteen month period ended June 30, 2011

Cash flows from operating activities

Contributions and other income	\$ 1,731
Interest and dividends	4,673
Administrative fees	120,636
Payment to Coast Community College District	(250,000)
Payments to suppliers	(139,286)
Payments for scholarships	<u>(1,000)</u>

Net cash used by operating activities (263,246)

Cash flows from investing activities

Dividends received	250,000
Purchase of investments	<u>(2,698)</u>

Net cash provided by investing activities 247,302

Net decrease in cash and cash equivalents (15,944)

Cash and cash equivalents, beginning of period 129,245

Cash and cash equivalents, end of period \$ 113,301

**Reconciliation of change in net assets to cash
used by operating activities**

Change in net assets	\$ 91,051
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:	
Share in earnings of Coast CCD Enterprise, Inc.	(303,336)
Changes in operating assets and liabilities:	
Accounts receivable	(48,260)
Accounts payable	3,726
Due to Coast Community College District	1,893
Liabilities under split-interest agreement	<u>(8,320)</u>

Net cash used in operating activities \$ (263,246)

See notes to financial statements.

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Coast Community College District Foundation Statement of Functional Expenses Fifteen month period ended June 30, 2011

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
Salaries and benefits	\$ 16,859	\$ 7,932	\$ 24,791
Scholarship payments	1,000	-	1,000
Hospitality	15,520	-	15,520
Coast CCD assistance	250,000	-	250,000
Special events	15,323	-	15,323
Other program expenses	60,362	-	60,362
	<u>\$ 359,064</u>	<u>\$ 7,932</u>	<u>\$ 366,996</u>

See notes to financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**Organization**

The Coast Community College District Foundation (the Foundation) is a non-profit public benefit corporation organized under the Non-profit Public Benefit Corporation Law of the State of California. The Foundation was incorporated on March 11, 1955 with the express purpose of promoting and assisting the educational program of the Coast Community College District (the District) in accordance with the mission, policies and priorities of the District. The Foundation's Board of Directors is composed of members from the local community, the Vice Chancellor of Administrative Services and the Chancellor of the District.

Method of Accounting

These financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on the Foundation as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. This has been accomplished by classification of equity and transactions into three classes of net assets - permanently restricted, temporarily restricted, or unrestricted, as follows:

Unrestricted net assets - Net assets not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that will be met by actions of the Foundation and/or the passage of time. At June 30, 2011, temporarily restricted net assets consisted of the Baum Trust.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Foundation. Currently, the Foundation has no permanently restricted net assets.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law. Expiration of temporary restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

Contributions, including unconditional promises to give, are recognized as revenues in the period received. At June 30, 2011, there were no material unconditional promises to give; therefore, no pledges receivable have been accrued in these financial statements. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value at the time of the gift.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

Cash and cash equivalents are defined as cash in bank, certificates of deposit and highly liquid securities purchased with a maturity of three months or less. Interest income on the certificates of deposit is recorded as income when earned.

Investments

Investments are certificates of deposit recorded at fair value.

Fair Value of Financial Instruments

Generally accepted accounting principles require disclosure of an estimate of fair value of certain financial instruments. The Foundation's significant financial instruments are cash, accounts receivable, marketable equity securities, and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Investment in Coast CCD Enterprise, Inc.

The investment in the Coast CCD Enterprise Corporation is accounted for using the equity method.

Concentration of Credit Risk

The Foundation typically maintains cash and cash equivalents and temporary investments in local banks which may, at times, exceed the Federal Deposit Insurance Corporation (FDIC) limit of \$250,000.

Tax Status

The Foundation qualifies as a tax exempt organization under the Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code 23701d.

The Foundation has evaluated its tax positions and the certainty as to whether those positions will be sustained in the event of any audit by taxing authorities at the federal and state levels. The primary tax positions evaluated relate to the Foundation's continued qualification as a tax-exempt organization and whether there are unrelated business income activities that would be taxable. Management has determined that all income tax positions will more likely than not (>50%) be sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required.

The Foundation files informational returns in the U.S. federal jurisdiction, and the state of California. With few exceptions, the Foundation is no longer subject to U.S. federal and state examinations by tax authorities for years before 2006.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounting Period

Effective for the fiscal year 2010-2011, the Foundation has changed its accounting year-end from March 30 to June 30. Accordingly, the accompanying Statements of Activities, Cash Flows and Functional Expenses were presented for the fifteen month period ended June 30, 2011.

Reporting Entity

The District considered its financial and operational relationships with potential component units under the reporting entity definition of GASB Statement No. 14, The Financial Reporting Entity. The basic, but not the only, criterion for including another organization in the District's reporting entity for financial reports is the ability of the District's elected officials to exercise oversight responsibility over such agencies. Oversight responsibility implies that one entity is dependent on another and that the dependent unit should be reported as part of the other.

Oversight responsibility is derived from the District's power and includes, but is not limited to: financial interdependency; selection of governing authority; designation of management; ability to significantly influence operations; and accountability for fiscal matters.

Based upon the requirements of GASB Statement No. 14, and as amended by GASB Statement No. 39, Determining Whether Certain Organizations are Component Units, certain organizations warrant inclusion as part of the financial reporting entity because of the nature and significance of their relationship with the District, including their ongoing financial support to the District or its other component units. A legally separate, tax-exempt organization should be reported as a component unit of the District if all of the following criteria are met:

1. The economic resources received or held by the separate organization are entirely, or almost entirely, for the direct benefit of the District, its component units, or its constituents.
2. The District, or its component units, is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization.
3. The economic resources received or held by an individual organization that the District, or its component units, is entitled to, or has the ability to otherwise access, are significant to the District.

Based upon the application of the criteria listed above, the Foundation has been identified as a component unit and has been included in the District's reporting entity.

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Coast Community College District Foundation
Notes to Financial Statements
Fifteen month period ended June 30, 2011

NOTE 2 INVESTMENTS

Investments are presented in the financial statements at their aggregate fair value. As of June 30, 2011, the fair value of the certificates of deposit was \$63,727.

Levels 1 through 3 have been assigned to the fair value measurement of investments. The fair value level of measurement is determined as follows:

Level 1 - quoted prices in an active market for identical assets.

Level 2 - quoted prices for similar assets and market-corroborated inputs.

Level 3 - the organization's own assumptions about market participation, including assumptions about risk, developed based on the best information available in the circumstances.

The Foundation's certificates of deposit have been assigned level 1.

NOTE 3 INVESTMENT IN COAST COMMUNITY COLLEGE DISTRICT ENTERPRISE CORPORATION

The Foundation is a 50-percent shareholder in the Coast Community College District Enterprise Corporation (the Corporation). The other 50-percent shareholder is Coast Community College District. The 50-percent ownership by the Foundation consists of 79 shares. This corporation was established to manage the swap meet operations at Orange Coast and Golden West Colleges. The Foundation accounts for its investment in the Corporation using the equity method. The Foundation recognizes its share of the Corporation's earnings based on the most recent available financial statements of the Corporation. The most recent available financial statements of the Corporation are for the fiscal year ended June 30, 2011. Condensed financial information for the Corporation is as follows:

	June 30, 2011 Audited
Total assets	\$ 1,793,890
Total liabilities	585,675
Equity	<u>\$ 1,208,215</u>
Total revenues	\$ 5,984,186
Total expenses	5,377,515
Change in equity	<u>\$ 606,671</u>

For the year ended June 30, 2011, the Foundation's proportionate share of the Corporation's earnings is \$303,336.

NOTE 4 SPLIT-INTEREST AGREEMENT

The Foundation is both the beneficiary and trustee of a unitrust agreement. The donated funds are held in trust and the donors retain all income rights during their lifetime. The income rights are equal to five percent of the net fair value of assets of the trust, valued as of the first day of each taxable year of the trust. The assets of the trust are currently invested in certificates of deposits. The Foundation will receive the remainder of any property in the trust upon the termination of the trust.

A liability is recorded for the amount due to beneficiaries. The present value of the estimated future payments to be distributed during the beneficiary's expected life and split-charitable remainder interest at the beneficiary's death is recorded as liability using an actuarial calculated discount rate of 4.82% based on estimated mortality rates and other assumptions that could change in the near term.

As of June 30, 2011, the liability for the split-interest agreement is \$20,853 and the temporarily restricted net assets related to this unitrust are \$19,604.

NOTE 5 RELATED PARTIES

The Foundation's primary purpose is to assist in providing and assisting the educational program of the District. The Foundation provided \$250,000 in assistance to the District for the fifteen month period ended June 30, 2011. To assist the Foundation in carrying out its purpose, the District provides administrative services to the Foundation. The District pays salaries and benefits of the administrative and accounting personnel. The donated services for the fifteen month period ended June 30, 2011 were \$19,352 and have been reflected in the financial statements as donated services.

In addition to its equity investment in the Corporation as described in Note 3, the Foundation receives one-percent of the gross income from the Corporation for its administrative oversight of the Corporation. During the fifteen month period ended June 30, 2011, the Foundation received administrative fees of \$120,636 from the Corporation.

NOTE 6 RESTATEMENT OF NET ASSETS

The beginning net assets of the Foundation as of March 31, 2010 have been restated to correct the carrying value of its equity investment in the Corporation as of March 31, 2010.

Unrestricted net assets at March 31, 2010, as previously reported	\$ 1,066,811
Adjustment to correct the carrying value of investment in Coast Community College District Enterprise Corporation	<u>(366,223)</u>
Unrestricted net assets at March 31, 2010, as restated	<u>\$ 700,588</u>

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**Coast Community College District Foundation
Notes to Financial Statements
Fifteen month period ended June 30, 2011**

NOTE 7 SUBSEQUENT EVENTS

The Foundation has evaluated events or transactions that occurred subsequent to June 30, 2011 through December ___, 2011, the date the accompanying financial statements were available to be issued, for potential recognition or disclosure in the financial statements. The Foundation has determined that no subsequent events required disclosure or adjustment to the accompanying financial statements.

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Attachment 1 of 1

Page 1

The Commission has been made aware of information that a person, referred to as "John Doe," has been identified as a person who has been involved in the activities of the Commission. The Commission has been made aware of information that a person, referred to as "John Doe," has been identified as a person who has been involved in the activities of the Commission. The Commission has been made aware of information that a person, referred to as "John Doe," has been identified as a person who has been involved in the activities of the Commission.

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Golden West College Foundation
Audited Financial Statements
For the Year Ended June 30, 2011
with Report of Independent Auditors

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Report of Independent Auditors

**To the Board of Directors of
Golden West College Foundation**

We have audited the accompanying statement of financial position of the Golden West College Foundation (a Component Unit of the Coast Community College District) as of June 30, 2011, and the related statements of activities, cash flows and functional expenses for the year then ended. These financial statements are the responsibility of the Foundation's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of June 30, 2011, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

**Los Angeles, California
December __, 2011**

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Golden West College Foundation
Statement of Financial Position
June 30, 2011

ASSETS

Cash and cash equivalents	\$	1,320,225
Accounts receivable		115,690
Investments		4,488,192
Investments with Foundation for California Community Colleges		200,000
Total assets	\$	6,124,107

LIABILITIES AND NET ASSETS

Liabilities

Accounts payable	\$	63,566
Due to Coast Community College District		12,294
Total liabilities		75,860

Net assets

Unrestricted		323,516
Temporarily restricted		2,144,286
Permanently restricted		3,580,445
Total net assets		6,048,247
Total liabilities and net assets	\$	6,124,107

See notes to financial statements.

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Golden West College Foundation
Statement of Activities
Year ended June 30, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Support and revenue				
Support:				
Contributions	\$ 120	\$ 370,532	\$ 167,981	\$ 538,633
In-kind donations	54,381	109,080	-	163,461
Special events	196,426	320,004	-	516,430
Grant revenue	-	164,000	-	164,000
Donated services	374,150	-	-	374,150
Donated facilities	18,000	-	-	18,000
Total support	<u>643,077</u>	<u>963,616</u>	<u>167,981</u>	<u>1,774,674</u>
Revenue:				
Interest and dividends	12,586	93,701	-	106,287
Realized gains/(loss) on sale of investments	(13,036)	263,778	-	250,742
Unrealized gain on investments	63,673	312,625	-	376,298
Other revenue	11,189	-	-	11,189
Total revenue	<u>74,412</u>	<u>670,104</u>	<u>-</u>	<u>744,516</u>
Total support and revenue before net assets released from restriction	717,489	1,633,720	167,981	2,519,190
Net assets released from restriction	<u>756,805</u>	<u>(756,805)</u>	<u>-</u>	<u>-</u>
Total support and revenue	<u>1,474,294</u>	<u>876,915</u>	<u>167,981</u>	<u>2,519,190</u>
Expenses				
Program services	944,011	-	-	944,011
Supporting services				
Management and general	413,808	-	-	413,808
Fundraising	240,587	-	-	240,587
Total expenses	<u>1,598,406</u>	<u>-</u>	<u>-</u>	<u>1,598,406</u>
Change in net assets	(124,112)	876,915	167,981	920,784
Net assets				
Beginning of year	447,628	1,267,371	3,412,464	5,127,463
End of year	<u>\$ 323,516</u>	<u>\$ 2,144,286</u>	<u>\$ 3,580,445</u>	<u>\$ 6,048,247</u>

See notes to financial statements.

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Golden West College Foundation
Statement of Cash Flows
Year ended June 30, 2011

Cash flows from operating activities

Contributions, fundraising and other income	\$ 1,126,728
Interest	106,287
Payments to suppliers	<u>(1,084,585)</u>
Net cash provided by (used in) operating activities	<u>148,430</u>

Cash flows from investing activities

Transfer of investments to Foundation for California Community Colleges	(100,000)
Purchase of investments	(7,477,817)
Proceeds from sale of investments	<u>7,283,954</u>
Net cash provided by (used in) investing activities	<u>(293,863)</u>

Net change in cash and cash equivalents (145,433)

Cash and cash equivalents at beginning of year 1,465,658

Cash and cash equivalents at end of year \$ 1,320,225

Reconciliation of change in net assets to net cash provided by (used in) operating activities

Change in net assets	\$ 920,784
Adjustments to reconcile change in net assets to cash provided/(used) by operating activities:	
Realized and unrealized gain on investments	(627,040)
Changes in assets and liabilities:	
Increase in accounts receivable	(103,524)
Increase in accounts payable	46,235
Decrease in due to Coast Community College District	<u>(88,025)</u>
Net cash provided by (used in) operating activities	\$ <u><u>148,430</u></u>

See notes to financial statements.

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Golden West College Foundation Statement of Functional Expenses Year ended June 30, 2011

Description	Program Activities	Management and General	Fundraising	Total
Donated services	\$ 74,166	\$ 232,788	\$ 67,196	\$ 374,150
Donated facilities	3,960	9,000	5,040	18,000
In-kind donations	109,080	-	54,381	163,461
Scholarship payments	381,518	-	-	381,518
Programs and grants	375,287	-	-	375,287
Special events	-	-	93,970	93,970
Professional fees	-	6,228	20,000	26,228
Salaries and benefits	-	30,168	-	30,168
Hospitality	-	12,176	-	12,176
Other operating expenses	-	123,448	-	123,448
Total	\$ 944,011	\$ 413,808	\$ 240,587	\$ 1,598,406

See notes to financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**Organization**

The Golden West College Foundation (the Foundation) is a non-profit public benefit corporation organized under the Non-profit Public Benefit Corporation Law of the State of California. The Foundation was incorporated on October 3, 1984 with the express purpose of promoting and assisting the educational programs of Golden West College (the College) in accordance with the mission, policies and principles of the College as administered by its President. The Foundation conducts its operations in conformity with general regulations established by the Board of Governors of the California Community Colleges and the regulations established by the Coast Community College District (the District) as required by the Education Code, Section 72672(c). The Foundation's Board of Directors is composed of members from the local community.

Method of Accounting

These financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on the Foundation as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. This has been accomplished by classification of net assets and transactions into the following three classes:

Unrestricted net assets - Net assets not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that will be met by actions of the Foundation and/or the passage of time.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Foundation.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law. Expiration of temporary restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

Contributions, including unconditional promises to give, are recognized as revenues in the period received. At June 30, 2011, there were no material unconditional promises to give; therefore, no pledges receivable have been accrued in these financial statements. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value at the time of the gift.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents are defined as cash in bank, certificates of deposit and highly liquid securities purchased with a maturity of three months or less.

Investments

Investments are recorded at fair value based on quoted market prices.

Fair Value of Financial Instruments

Generally accepted accounting principles require disclosure of an estimate of fair value of certain financial instruments. The Foundation's significant financial instruments are cash, accounts receivable, marketable equity securities, and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

Concentration of Risk

The Foundation typically maintains cash and cash equivalents and temporary investments in local banks which may, at times, exceed the Federal Deposit Insurance Corporation (FDIC) limit of \$250,000.

In-kind Donations

The Foundation receives non-cash donations for items auctioned during their special fundraising events and for use in campus programs. These donations have been reflected in the statement of activities as in-kind donations and as program and fundraising expenses. The amount represents the fair value, when available, of the donated item.

Tax Status

The Foundation qualifies as a tax exempt organization under the Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code 23701d.

The Foundation has evaluated its tax positions and the certainty as to whether those positions will be sustained in the event of an audit by taxing authorities at the federal and state levels. The primary tax positions evaluated relate to the Foundation's continued qualification as a tax-exempt organization and whether there are unrelated business income activities that would be taxable. Management has determined that all income tax positions will more likely than not (>50%) be sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required.

The Foundation files information returns in the US federal jurisdiction and the state of California. With few exceptions, the Foundation is no longer subject to U.S. federal and state examinations by tax authorities for years before 2006.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Reporting Entity

The District considered its financial and operational relationships with potential component units under the reporting entity definition of Governmental Accounting Standards Board (GASB) Statement No. 14, The Financial Reporting Entity. The basic, but not the only, criterion for including another organization in the District's reporting entity for financial reports is the ability of the District's elected officials to exercise oversight responsibility over such agencies. Oversight responsibility implies that one entity is dependent on another and that the dependent unit should be reported as part of the other.

Oversight responsibility is derived from the District's power and includes, but is not limited to: financial interdependency; selection of governing authority; designation of management; ability to significantly influence operations; and accountability for fiscal matters.

Based upon the requirements of GASB Statement No. 14, and as amended by GASB Statement No 39, "Determining Whether Certain Organizations are Component Units," certain organizations warrant inclusion as part of the financial reporting entity because of the nature and significance of their relationship with the District, including their ongoing financial support to the District or its other component units. A legally separate, tax-exempt organization should be reported as a component unit of the District if all of the following criteria are met:

- a. The economic resources received or held by the separate organization are entirely, or almost entirely, for the direct benefit of the District, its component units, or its constituents.
- b. The District, or its component units, is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization.
- c. The economic resources received or held by an individual organization that the District, or its component units, is entitled to, or has the ability to otherwise access, are significant to the District.

Based upon the application of the criteria listed above, the Foundation has been identified as a component unit and has been included in the District's reporting entity.

NOTE 2 INVESTMENTS

Investments are recorded at cost at date of acquisition or fair value at date of donation. As of June 30, 2011, the investments are reported at fair value. The cost and fair value of investments at June 30, 2011 are as follows:

	<u>Cost</u>	<u>Fair Value</u>	<u>Cumulative Net Gain (Loss)</u>
Money market	\$ 236,609	\$ 236,609	\$ -
U.S. Treasury Notes	206,597	208,723	(2,126)
Government bonds	647,809	666,478	(18,669)
Corporate bonds	732,827	733,655	(828)
Mutual funds	1,415,489	1,475,005	(59,516)
Common stock	1,123,867	1,167,722	(43,855)
	<u>\$ 4,363,198</u>	<u>\$ 4,488,192</u>	<u>\$ (124,994)</u>

Fair Value Measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. Assets and liabilities are measured at fair value using a three-level fair value hierarchy that ranks the quality and reliability of the information used to measure fair value. The three levels of inputs used to measure fair value are as follows:

Level 1: Quoted prices are available in active markets for identical assets or liabilities as of the reporting date.

Level 2: Pricing inputs are other than quoted prices in active markets included in level 1, which are either directly or indirectly observable as of the reporting date.

Level 3: Pricing inputs include significant inputs that are generally unobservable from objective sources. These inputs may be used with internally developed methodologies that result in management's best estimate of fair value.

NOTE 2 INVESTMENTS (CONTINUED)

The following summarizes the Foundation's investments by category in the fair value hierarchy:

Types of Investments	June 30, 2011			Total
	Level 1	Level 2	Level 3	
Scholarship Endowment				
Money market	\$ 236,609	\$ -	\$ -	\$ 236,609
Treasury notes	208,723			208,723
Mutual funds	1,475,005	-	-	1,475,005
Common stock	1,167,722			1,167,722
Corporate bonds	733,655			733,655
Government bonds	666,478	-	-	666,478
Foundation for California Community Colleges (Note 3)	-	200,000	-	200,000
Total	\$ 4,488,192	\$ 200,000	\$ -	\$ 4,688,192

NOTE 3 INVESTMENTS WITH FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)

The Foundation has entered into a partnership arrangement with the California Community Colleges Scholarship Endowment (Endowment) through the Foundation for California Community Colleges (FCCC).

The Foundation has transferred a total of \$200,000 to the California Community Colleges Scholarship Endowment as of June 30, 2011. These funds were invested in a pooled investment fund held by the Foundation for California Community Colleges (FCCC). The FCCC has assembled an investment advisory committee charged with the responsibility for directing and monitoring the investment management of the Endowment's assets.

The Endowment has been set up to provide matching scholarships funds for California community colleges. The endowment was formed through a generous \$50 million matching commitment from the Bernard Osher Foundation and an initial contribution of \$25 million. The Osher Foundation will provide a 50 percent match for each dollar raised through 2011. Contributions received from Golden West College Foundation and invested in the Endowment on or before June 30 of a given year, and the match dollars subsequently applied to those contributions, begin earning interest and result in scholarship distribution one year later. Earnings on both the dollars raised by Golden West College Foundation and the match provided by the Osher Foundation will be distributed as scholarship funds to Golden West College Foundation, net of investment expenses. The earnings from the dollars raised by Golden West College Foundation and the corresponding match amount will be set aside for scholarships for Golden West Community College students.

NOTE 4 NET ASSETS RELEASED FROM RESTRICTIONS

Net assets of \$756,805 were released from temporary donor restrictions during the fiscal year. The Foundation met donor imposed restrictions by incurring qualified expenses.

NOTE 5 ENDOWMENT

The Foundation's endowment consists of approximately 130 individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Foundation's Board of Directors has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Foundation in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the funds
- (2) The purposes of the Foundation and the donor-restricted endowment funds
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Foundation
- (7) The investment policies of the Foundation

Endowment net asset composition by type of fund, as of June 30, 2011:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ (194,672)	\$ 96,379	\$ 3,580,445	\$ 3,482,152
Board-designated endowment funds	51,070	-	-	51,070
Total	<u>\$ (143,602)</u>	<u>\$ 96,379</u>	<u>\$ 3,580,445</u>	<u>\$ 3,533,222</u>

NOTE 5 ENDOWMENT (CONTINUED)

Changes in endowment net assets for the fiscal year June 30, 2011:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, July 1	\$ (156,906)	\$ 350,650	\$ 3,312,464	\$ 3,506,208
Investment return:				
Investment income	987	2,535	-	3,522
Net realized and unrealized gain (depreciation)	2,817	(254,323)	-	(251,506)
Total investment return	3,804	(251,788)	-	(247,984)
Contributions	12,000	-	167,981	179,981
Disbursements	(2,500)	(2,483)	-	(4,983)
FCCC Endowment	-	-	100,000	100,000
Endowment net assets, June 30	\$ (143,602)	\$ 96,379	\$ 3,580,445	\$ 3,533,222

The \$100,000 transferred to the California Community Colleges Scholarship Endowment in the fiscal year 2009-2010 was added back to permanently restricted endowment net assets because it is considered part of a permanent scholarship fund that will provide scholarships to students. See also Note 3.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA required the Foundation to retain as a fund of perpetual duration. Deficiencies of this nature that are reported in unrestricted net assets were \$194,672 as of June 30, 2011. These deficiencies resulted from unfavorable market fluctuations that occurred shortly after the investment of new permanently restricted contributions and continued appropriation for certain programs that was deemed prudent by the Board of Directors.

Return Objectives and Risk Parameters

The Foundation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the organization must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of the S&P 500 index while assuming a moderate level of investment risk. The Foundation expects its endowment funds, over time, to provide an average rate of return of approximately 5 percent annually. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places a greater emphasis on quality-based investments to achieve its long-term return objectives within prudent risk constraints.

NOTE 5 ENDOWMENT (CONTINUED)

Spending Policy and How the Investment Objectives Relate to Spending Policy

The Foundation has a policy of appropriating for distribution each year 5 percent of the original contribution (corpus) which will be considered the floor and 5 percent of the total value (corpus plus income and any realized gains) which will be the ceiling. In establishing this policy, the Foundation considered the long-term expected return on its endowment. Accordingly, over the long term, the Foundation expects the current spending policy to allow its endowment to grow. Spending is reviewed annually and allocations are determined to allow continued growth. This is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

NOTE 7 RELATED PARTIES

The Foundation provides various levels of monetary support and service to the District. The transactions are recorded within the financial statements as distributions, student programs, and scholarship expense.

The Foundation's primary purpose is to assist in the institutional development and encourage community support to the College. The Foundation receives gifts, property and funds to be used for the benefit of the College, its programs, and any person or organization having an official relationship with the College.

To assist the Foundation in carrying out its purpose, the District provides administrative services to the Foundation. The District pays salaries and benefits of the executive director, administrative assistants and accountants. In addition, working space for employees who perform administrative services for the Foundation is provided by the District at no charge. The donated services and facilities for the fiscal year 2011 were valued at \$374,150 and \$18,000 respectively, and have been reflected in the financial statements as donated services and facilities.

NOTE 8 SUBSEQUENT EVENTS

The Foundation has evaluated events or transactions that occurred subsequent to June 30, 2011 through December __, 2011, the date the accompanying financial statements were available to be issued, for potential recognition or disclosure in the financial statements. The Foundation has determined that no subsequent events required disclosure or adjustment to the accompanying financial statements.

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Section 1.1

Section 1.2

The first section of the report discusses the background and objectives of the study. It outlines the scope of the research and the methods used to collect and analyze data. The second section presents the results of the study, including a detailed description of the data and the findings of the analysis. The third section discusses the implications of the findings and provides recommendations for future research. The fourth section concludes the report and summarizes the main points.

Section 1.3

Section 1.4

The third section of the report discusses the implications of the findings and provides recommendations for future research. The fourth section concludes the report and summarizes the main points.

The fourth section concludes the report and summarizes the main points.

The fifth section discusses the implications of the findings and provides recommendations for future research. The sixth section concludes the report and summarizes the main points.

Section 1.5

Section 1.6

The sixth section discusses the implications of the findings and provides recommendations for future research. The seventh section concludes the report and summarizes the main points.



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Orange Coast College Foundation
Audited Financial Statements
For the Year Ended June 30, 2011
with Report of Independent Auditors

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Report of Independent Auditors

**To the Board of Directors of
Orange Coast College Foundation**

We have audited the accompanying statement of financial position of the Orange Coast College Foundation (a Component Unit of the Coast Community College District) as of June 30, 2011, and the related statements of activities, cash flows and functional expenses for the year then ended. These financial statements are the responsibility of the Foundation's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of June 30, 2011, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

**Los Angeles, California
December __, 2011**

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Orange Coast College Foundation
Statement of Financial Position
June 30, 2011

ASSETS

Cash and cash equivalents	\$	109,807
Prepaid expenses		25,000
Beneficial interest in charitable gift annuity		36,136
Investments		11,304,743
Assets held for sale		35,524
Capital assets, net		3,182,313
Total assets	\$	<u>14,693,523</u>

LIABILITIES AND NET ASSETS

Liabilities

Accounts payable	\$	29,382
Due to Coast Community College District		38,378
Total liabilities		<u>67,760</u>

Net assets

Unrestricted		145,475
Temporarily restricted		14,480,288
Total net assets		<u>14,625,763</u>
Total liabilities and net assets	\$	<u>14,693,523</u>

See notes to financial statements.

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Orange Coast College Foundation
Statement of Activities
Year ended June 30, 2011

	Unrestricted	Temporarily Restricted	Total
Support and revenue			
Support:			
Contributions	\$ 38,628	\$ 989,888	\$ 1,028,516
Donated assets	2,236	1,080,289	1,082,525
Donated services	483,819	-	483,819
Donated facilities	1,658	-	1,658
Total support	526,341	2,070,177	2,596,518
Revenue:			
Sales	1,300	296,323	297,623
Investment income	3,243	260,931	264,174
Realized gains/(loss) on sale of investments	610	81,413	82,023
Unrealized gains on investments	10,219	1,474,739	1,484,958
Charter fees	-	203,364	203,364
Other revenue	84,509	2,425	86,934
Total revenue	99,881	2,319,195	2,419,076
Total support and revenue before net assets released from restriction	626,222	4,389,372	5,015,594
Net assets released from restriction	3,013,685	(3,013,685)	-
Total support and revenue	3,639,907	1,375,687	5,015,594
Expenses			
Program services	3,133,899	-	3,133,899
Supporting services:			
Management and general	378,378	-	378,378
Fundraising	147,331	-	147,331
Total expenses	3,659,608	-	3,659,608
Change in net assets	(19,701)	1,375,687	1,355,986
Net assets			
Beginning of year	165,176	13,104,601	13,269,777
End of year	\$ 145,475	\$ 14,480,288	\$ 14,625,763

See notes to financial statements.

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Orange Coast College Foundation
Statement of Cash Flows
Year ended June 30, 2011

Cash flows from operating activities

Contributions, fundraising and other income	\$ 1,028,516
Interest	264,174
Operations	561,707
Cash paid for operating expenditures	(1,592,154)
Cash paid to students	(761,932)
Net cash provided by (used in) operating activities	(499,689)

Cash flows from investing activities

Proceeds from sale of vessels	98,609
Purchase of investments	(1,074,874)
Proceeds from sale of investments	1,507,886
Net cash provided by (used in) investing activities	531,621

Net change in cash and cash equivalents 31,932

Cash and cash equivalents at beginning of year 77,875

Cash and cash equivalents at end of year \$ 109,807

**Reconciliation of change in net assets to net cash used
in operating activities**

Change in net assets	\$ 1,355,986
Adjustments to reconcile change in net assets to cash provided by (used in) operating activities:	
Depreciation	409,991
Realized and unrealized gain on investments	(1,566,981)
Non-cash contributions received	(585,707)
Changes in assets and liabilities:	
Decrease in accounts receivable	2,891
Decrease in accounts payable	(3,204)
Decrease in charter deposits	(19,000)
Decrease in due to Coast Community College District	(83,560)
Decrease in deferred revenue	(10,105)
Net cash used in operating activities	\$ (499,689)

See notes to financial statements.

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**Orange Coast College Foundation
Statement of Functional Expenses
Year ended June 30, 2011**

Description	Program Activities	Management and General	Fundraising	Total
Donated services	\$ 174,175	\$ 208,042	\$ 101,602	\$ 483,819
Donated facilities	-	1,658	-	1,658
Scholarship payments	761,932	-	-	761,932
Advertising	564	-	-	564
Office expenses	66,011	7,046	-	73,057
Travel and conferences	2,418	874	-	3,292
Depreciation	409,991	-	-	409,991
College and student assistance	757,546	-	-	757,546
Professional fees	1,500	-	-	1,500
Repairs and maintenance	34,714	5,499	-	40,213
Ceremonies and events	88,840	6,639	6,576	102,055
Public relations	13,920	6,547	-	20,467
Taxes	28,505	10	-	28,515
Printing and postage	8,464	-	-	8,464
Dues and memberships	1,000	16,749	-	17,749
Permits and licenses	-	570	-	570
Service charges	71,306	-	-	71,306
Management fees	72,856	-	-	72,856
Equipment and rentals	103,474	2,085	-	105,559
General operating expenses	536,683	122,659	39,153	698,495
Total	\$ 3,133,899	\$ 378,378	\$ 147,331	\$ 3,659,608

See notes to financial statements.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Orange Coast College Foundation (the Foundation) is a non-profit public benefit corporation organized under the Non-profit Public Corporation Law of the State of California. The Foundation was incorporated on August 7, 1984 with the express purpose of promoting and assisting the educational programs of Orange Coast College (the College) in accordance with the mission, policies and priorities of the College as administered by its President. The Foundation conducts its operations in conformity with general regulations established by the Coast Community College District (the District) as required by the Education Code Section 72672(c). The Foundation's Board of Directors is composed of members from the local community. The Foundation maintains boats, many of which were donated, to use in the educational programs at the College.

Method of Accounting

These financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on the Foundation as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. This has been accomplished by classification of net assets and transactions into the following three classes:

Unrestricted net assets - Net assets not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that will be met by actions of the Foundation and/or the passage of time.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Foundation. Currently, the Foundation has no permanently restricted net assets.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law. Expiration of temporary restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

Contributions, including unconditional promises to give, are recognized as revenues in the period received. At June 30, 2011, there were no material unconditional promises to give; therefore, no pledges receivable have been accrued in these financial statements. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value at the time of the gift.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalent

Cash and cash equivalents are defined as cash in bank, certificates of deposit and highly liquid securities purchased with a maturity of three months or less.

Investments

Investments are recorded at fair value based on quoted market prices.

Donated Property and Equipment

Donated property and equipment are reflected as contributions in the accompanying statements at their estimated value at date of donation. For donated items with estimated fair values of \$5,000 or higher an appraisal is provided by the donor. This appraised value is the basis for the value recognized for the in-kind contribution.

Tax Status

The Foundation qualifies as a tax exempt organization under the Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code 23701d.

The Foundation has evaluated its tax positions and the certainty as to whether those positions will be sustained in the event of an audit by taxing authorities at the federal and state levels. The primary tax positions evaluated relate to the Foundation's continued qualification as a tax-exempt organization and whether there are unrelated business income activities that would be taxable. Management has determined that all income tax positions will more likely than not (>50%) be sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required.

The Foundation files information returns in the U.S. federal jurisdiction and the state of California. With few exceptions, the Foundation is no longer subject to U.S. federal and state examinations by tax authorities for years before 2006.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Generally accepted accounting principles (GAAP) requires disclosure of an estimate of fair value of certain financial instruments. The Foundation's significant financial instruments are cash, marketable equity securities, and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Concentrations of Credit Risk

Financial instruments which subject the Foundation to concentrations of credit risk consist primarily of investments in long-term corporate and governmental fixed income instruments, equity holdings of domestic and foreign corporations, and mutual funds which invest primarily in short-term government securities. The Foundation typically maintains cash and cash equivalents and temporary investments in local banks which may, at times, exceed the Federal Deposit Insurance Corporation (FDIC) insurance limit of \$250,000.

Reporting Entity

The District considered its financial and operational relationships with potential component units under the reporting entity definition of Governmental Accounting Standards Board (GASB) Statement No. 14, The Financial Reporting Entity. The basic, but not the only, criterion for including another organization in the District's reporting entity for financial reports is the ability of the District's elected officials to exercise oversight responsibility over such agencies. Oversight responsibility implies that one entity is dependent on another and that the dependent unit should be reported as part of the other.

Oversight responsibility is derived from the District's power and includes, but is not limited to: financial interdependency; selection of governing authority; designation of management; ability to significantly influence operations; and accountability for fiscal matters.

Based upon the requirements of GASB Statement No. 14, and as amended by GASB Statement No. 39, "Determining Whether Certain Organizations are Component Units", certain organizations warrant inclusion as part of the financial reporting entity because of the nature and significance of their relationship with the District, including their ongoing financial support to the District or its other component units.

A legally separate, tax-exempt organization should be reported as a component unit of the District if all of the following criteria are met:

1. The economic resources received or held by the separate organization are entirely, or almost entirely, for the direct benefit of the District, its component units, or its constituents.
2. The District, or its component units, is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization.
3. The economic resources received or held by an individual organization that the District, or its component units, is entitled to, or has the ability to otherwise access, are significant to the District.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Based upon the application of the criteria listed above, the Foundation has been identified as a component unit and has been included in the District's reporting entity.

NOTE 2 BENEFICIAL INTEREST IN CHARITABLE GIFT ANNUITY

The Foundation received a donation in the form of a charitable gift annuity. The residual portion of this donation in the amount of \$36,136 has been recorded as a contribution. Any portion of the annuity remaining at the death of the donor will be recognized as an additional contribution at that time. The annuity is being administered by the Community College League of California for the benefit of the Foundation. The gift is given to benefit the academic missions and programs of the College to be allocated at the discretion of the college president and is included in temporarily restricted net assets at June 30, 2011.

NOTE 3 INVESTMENTS

Fair Value Measurements

Fair value is defined as the price that the Foundation would receive upon selling an asset in an orderly transaction to an independent buyer in the principal or most advantageous market of the asset.

The three-tier hierarchy of fair value inputs is summarized in the three broad levels listed as follows:

Level 1: Quoted prices in active markets for identical assets

Level 2: Other significant observable inputs (including quoted prices of similar assets, interest rates and credit risk)

Level 3: Significant unobservable inputs (including Foundation's own assumptions in determining the fair value of assets)

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Orange Coast College Foundation
Notes to Financial Statements
Years ended June 30, 2011

NOTE 3 INVESTMENTS (CONTINUED)

The following summarizes the Foundation's investments by category in the fair value hierarchy:

Types of Investments	June 30, 2011			
	Level 1	Level 2	Level 3	Total
Money market	\$ 808,195	\$ -	\$ -	\$ 808,195
Fixed income	2,768,572	-	-	2,768,572
Common stock	6,325,720	-	-	6,325,720
Others	1,402,256	-	-	1,402,256
Total	\$ 11,304,743	\$ -	\$ -	\$ 11,304,743

NOTE 4 CAPITAL ASSETS

The Foundation capitalizes all expenditures in excess of \$5,000 for property and equipment and records them at cost when acquired or fair value at time of donation. The provision for depreciation is computed using the straight-line method over the estimated useful lives, which range from four to twenty-five years. Capital assets at June 30, 2011 consisted of the following:

	Balance July 1, 2010	Additions	Retirements	Balance June 30, 2011
Capital assets:				
Land	\$ 10,000	\$ -	\$ -	\$ 10,000
Equipment	-	108,205	-	108,205
Boats	4,559,049	473,412	(28,500)	5,003,961
Total cost	4,569,049	581,617	(28,500)	5,122,166
Accumulated depreciation:				
Boats	(1,540,529)	(409,991)	10,667	(1,939,853)
Net capital assets	\$ 3,028,520	\$ 171,626	\$ (17,833)	\$ 3,182,313
Assets held for sale	\$ 251,356	\$ -	\$ (215,832)	\$ 35,524

The costs of certain California Department of Boating and Waterways (DBW) owned vessels, which are used by the Foundation in connection with the College's educational programs, are not reflected in the statement of financial position because asset titles remain with the DBW.

NOTE 5 SALE OF DONATED CAPITAL ASSETS

The Foundation records donated assets at their fair value on the date of the donation. For donated items used for instructional purposes, these items are recognized as capital assets and depreciated as described in Note 4. Upon the disposal or sale of the fixed assets, the Foundation recognizes either a gain or loss from the disposal or sale of the donated assets.

NOTE 6 RESTRICTIONS AND LIMITATIONS OF NET ASSET BALANCES

Temporarily restricted net assets consist of the following at June 30, 2011:

Scholarships and grants	\$	3,339,722
College and student assistance		9,717,950
Sailing program		1,229,911
Charitable gift annuity held by trustee		36,136
Capital projects:		
Art pavilion		3,653
Baseball field house		152,916
Total	\$	<u>14,480,288</u>

NOTE 7 GREENLEAF EDUCATIONAL FUND

In 1975, the Foundation became a beneficiary of a one-half interest in the estate of Hazel Cubbon Greenleaf. The will established the Hazel Cubbon Greenleaf Educational Fund (the trust) with one-half of the assets in the estate. During the fiscal year, the Foundation received investment income of approximately \$26,000 from this trust. At June 30, 2011, the Foundation's share of the trust's fair value was approximately \$434,000. The Foundation will not receive its share of the trust assets until the last heir to the estate passes away. The donation will be recognized at that time.

NOTE 8 NET ASSETS RELEASED FROM RESTRICTIONS

Net assets of \$3,013,685 were released from temporary donor restrictions during the fiscal year. The Foundation met donor imposed restrictions by incurring qualified expenses.

NOTE 9 RELATED PARTIES

The Foundation provides various levels of monetary support and service to the District. The transactions are recorded within the financial statements as distributions, student programs, and scholarship expense.

The Foundation's primary purpose is to assist in the institutional development and encourage community support to the College. The Foundation receives gifts, property and funds to be used for the benefit of the College, its programs, and any person or organization having an official relationship with the College.

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NOTE 9 RELATED PARTIES (CONTINUED)

To assist the Foundation in carrying out its purpose, the District provides administrative services to the Foundation. The District pays salaries and benefits of the executive director, administrative assistants and accountants. In addition, working space for employees who perform administrative services for the Foundation is provided by the District at no charge. The donated services and facilities for the fiscal year 2011 were valued at \$483,819 and \$1,658, respectively and have been reflected in the financial statements as donated services and facilities.

NOTE 9 SUBSEQUENT EVENTS

The Foundation has evaluated events or transactions that occurred subsequent to June 30, 2011 through December ___, 2011, the date the accompanying financial statements were available to be issued, for potential recognition or disclosure in the financial statements. The Foundation has determined that no subsequent events required disclosure or adjustment to the accompanying financial statements.

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Coastline Community College Foundation
Audited Financial Statements
For the Year Ended June 30, 2011
with Report of Independent Auditors

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Report of Independent Auditors'

**To the Board of Directors of
Coastline Community College Foundation**

We have audited the accompanying statement of financial position of the Coastline Community College Foundation (a Component Unit of the Coast Community College District) as of June 30, 2011, and the related statements of activities, cash flows and functional expenses for the year then ended. These financial statements are the responsibility of the Foundation's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of June 30, 2011, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

**Los Angeles, California
December __, 2011**

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Coastline Community College Foundation
Statement of Financial Position
June 30, 2011

Cash and cash equivalents	\$	1,092,721
Investments		996,864
Investments with Foundation for California Community Colleges		277,090
Pledges receivable, net		269,667
Beneficial interest in charitable gift annuities		2,502
Total assets	\$	2,638,844

LIABILITIES AND NET ASSETS

Liabilities

Accounts payable	\$	4,558
Total liabilities		4,558

Net assets

Unrestricted	588,259
Temporarily restricted	530,429
Permanently restricted	1,515,598
Total net assets	2,634,286
Total liabilities and net assets	2,638,844

See notes to financial statements.

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Coastline Community College Foundation Statement of Activities Year ended June 30, 2011

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Support and revenue				
Support:				
Contributions	\$ 157,801	\$ 262,542	\$ 4,496	\$ 424,839
Special events	57,831	-	-	57,831
Donated services	252,471	-	-	252,471
Donated facilities	7,776	-	-	7,776
Total support	475,879	262,542	4,496	742,917
Revenue:				
Interest and dividends	15,437	-	-	15,437
Realized gains on sale of investments	26,372	-	-	26,372
Unrealized gains on investments	37,218	-	-	37,218
Other revenue	305	-	-	305
Total revenue	79,332	-	-	79,332
Total support and revenue before net assets released from restriction	555,211	262,542	4,496	822,249
Net assets released from restriction	270,880	(270,880)	-	-
Total support and revenue	826,091	(8,338)	4,496	822,249
Expenses				
Program services	460,583	-	-	460,583
Supporting services:				
Management and general	237,606	-	-	237,606
Fundraising	119,497	-	-	119,497
Total expenses	817,686	-	-	817,686
Change in net assets	8,405	(8,338)	4,496	4,563
Net assets				
Beginning of year	579,854	538,767	1,511,102	2,629,723
End of year	\$ 588,259	\$ 530,429	\$ 1,515,598	\$ 2,634,286

See notes to financial statements.

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Coastline Community College Foundation
Statement of Cash Flows
Year ended June 30, 2011

Cash flows from operating activities

Contributions, fundraising and other income	\$	529,394
Interest		15,437
Payments to suppliers		(603,816)
Net cash provided by (used in) operating activities		<u>(58,985)</u>

Cash flows from investing activities

Purchase of investments		(95,212)
Proceeds from sale of investments		101,929
Net cash provided by (used in) investing activities		<u>6,717</u>

Net change in cash and cash equivalents (52,268)

Cash and cash equivalents at beginning of year 1,144,989

Cash and cash equivalents at end of year \$ 1,092,721

**Reconciliation of change in net assets to cash used
in operating activities**

Change in net assets	\$	4,563
Adjustments to reconcile change in net assets to cash provided/(used) by operating activities:		
Realized and unrealized gain on investments		(63,590)
Allowance for uncollectible accounts		(40,803)
Amortization of pledge receivable present value		(97,185)
Changes in assets and liabilities:		
Decrease in pledges receivable		184,857
Increase in beneficial interest in charitable gift annuities		(448)
Decrease in accounts payable		(5,142)
Decrease in due to Coast CCD		(41,237)
Net cash used in operating activities	\$	<u><u>(58,985)</u></u>

See notes to financial statements.

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Coastline Community College Foundation Statement of Functional Expenses Year ended June 30, 2011

Description	Program Activities	Management and General	Fundraising	Total
Donated services	\$ 65,642	\$ 121,186	\$ 65,643	\$ 252,471
Donated facilities	2,022	3,732	2,022	7,776
Scholarship payments	71,222	-	-	71,222
Grants and campus projects	315,028	-	-	315,028
Special events	-	-	51,832	51,832
Professional fees	6,669	65,292	-	71,961
Public relations	-	12,808	-	12,808
Office expense	-	17,812	-	17,812
Seminars and conferences	-	10,620	-	10,620
Insurance	-	1,399	-	1,399
Dues and memberships	-	578	-	578
Hospitality	-	1,485	-	1,485
Other operating expenses	-	2,694	-	2,694
Total	\$ 460,583	\$ 237,606	\$ 119,497	\$ 817,686

See notes to financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Coastline Community College Foundation (the Foundation) is a nonprofit public benefit corporation organized under the Nonprofit Public Benefit Corporation Law of the State of California. The Foundation was incorporated on May 21, 1984 with the express purpose of promoting and assisting the educational programs of Coastline Community College (the College) in accordance with the mission, policies and priorities of the College as administered by its President. The Foundation conducts its operations in conformity with general regulations established by the Board of Governors of the California Community Colleges and the regulations established by the Coast Community College District (the District) as required by the Education Code, Section 72672(c). The Foundation's Board of Directors is composed of members from the local community.

Method of Accounting

These financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on the Foundation as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. This has been accomplished by classification of net assets and transactions into the following three classes:

Unrestricted net assets - Net assets not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that will be met by actions of the Foundation and/or the passage of time.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Foundation.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law. Expiration of temporary restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

Contributions, including unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value at the time of the gift.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

Cash and cash equivalents are defined as cash in bank, certificates of deposit and highly liquid securities purchased with a maturity of three months or less.

Investments

Investments are recorded at fair value based on quoted market prices.

Pledges Receivable

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their future cash flows. The discounts on those amounts are computed using interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue.

In-kind Contributions

The Foundation receives non-cash donations for items auctioned during their special fundraising events. These donations have been reflected in the statement of activities as in-kind contributions and as fundraising expenses. The amount represents the fair value, when available, of the donated item.

Income Taxes

The Foundation qualifies as a tax exempt organization under the Internal Revenue Service Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d.

The Foundation has evaluated its tax positions and the certainty as to whether those positions will be sustained in the event of an audit by taxing authorities at the federal and state levels. The primary tax positions evaluated relate to the Foundation's continued qualification as a tax-exempt organization and whether there are unrelated business income activities that would be taxable. Management has determined that all income tax positions will more likely than not (>50%) be sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required.

The Foundation files informational returns in the U.S. federal jurisdiction and the state of California. With few exceptions, the Foundation is no longer subject to U.S. federal and state examinations by tax authorities for years before 2006.

Fair Value of Financial Instruments

Generally accepted accounting principles require disclosure of an estimate of fair value of certain financial instruments. The Foundation's significant financial instruments are cash, pledges receivable, marketable equity securities, and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Concentration of Risk

The Foundation typically maintains cash and cash equivalents and temporary investments in local banks which may, at times, exceed the Federal Deposit Insurance Corporation (FDIC) limit of \$250,000.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Reporting Entity

The District considered its financial and operational relationships with potential component units under the reporting entity definition of Governmental Accounting Standards Board (GASB) Statement No. 14, The Financial Reporting Entity. The basic, but not the only, criterion for including another organization in the District's reporting entity for financial reports is the ability of the District's elected officials to exercise oversight responsibility over such agencies. Oversight responsibility implies that one entity is dependent on another and that the dependent unit should be reported as part of the other.

Oversight responsibility is derived from the District's power and includes, but is not limited to: financial interdependency; selection of governing authority; designation of management; ability to significantly influence operations; and accountability for fiscal matters.

Based upon the requirements of GASB Statement No. 14, and as amended by GASB Statement No. 39, Determining Whether Certain Organizations are Component Units, certain organizations warrant inclusion as part of the financial reporting entity because of the nature and significance of their relationship with the District, including their ongoing financial support to the District or its other component units. A legally separate, tax-exempt organization should be reported as a component unit of the District if all of the following criteria are met:

1. The economic resources received or held by the separate organization are entirely, or almost entirely, for the direct benefit of the District, its component units, or its constituents.
2. The District, or its component units, is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization.
3. The economic resources received or held by an individual organization that the District, or its component units, is entitled to, or has the ability to otherwise access, are significant to the District.

Based upon the application of the criteria listed above, the Foundation has been identified as a component unit and has been included in the District's reporting entity.

NOTE 2 INVESTMENTS**Fair Value Measurements**

Fair value is defined as the price that the Foundation would receive upon selling an asset in an orderly transaction to an independent buyer in the principal or most advantageous market of the asset.

The three-tier hierarchy of inputs is summarized in the three broad levels listed as follows:

Level 1: Quoted prices in active markets for identical assets

Level 2: Other significant observable inputs (including quoted prices of similar assets, interest rates and credit risk)

Level 3: Significant unobservable inputs (including Foundation's own assumptions in determining the fair value of assets)

The following table summarizes the Foundation's investments by category in the fair value hierarchy:

<u>Types of Investments</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Scholarship Endowment				
Money market	\$ 175,009	\$ -	\$ -	\$ 175,009
Fixed Income	413,232	-	-	413,232
Common stock	99,609	-	-	99,609
Other assets	309,014	-	-	309,014
Foundation for California Community Colleges (Note 3)	-	277,090	-	277,090
Total	\$ 996,864	\$ 277,090	\$ -	\$ 1,273,954

NOTE 3 INVESTMENT WITH FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)

The Foundation has entered into a partnership arrangement with the California Community Colleges Scholarship Endowment (Endowment) through the Foundation for California Community Colleges (FCCC).

On June 30, 2010, the Foundation transferred \$277,090 to the California Community Colleges Scholarship Endowment. These funds were invested in a pooled investment fund held by the Foundation for California Community Colleges (FCCC). The FCCC has assembled an investment advisory committee charged with the responsibility for directing and monitoring the investment management of the Endowment's assets. At June 30, 2011 the fair value of this investment was \$277,090.

NOTE 3 INVESTMENT WITH FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC) (CONTINUED)

The Endowment has been set up to provide matching scholarships funds for California community colleges. The endowment was formed through a generous \$50 million matching commitment from the Bernard Osher Foundation and an initial contribution of \$25 million. The Osher Foundation will provide a 50 percent match for each dollar raised through 2011. Contributions received from Coastline Foundation and invested in the Endowment on or before June 30 of a given year, and the match dollars subsequently applied to those contributions, begin earning interest and result in scholarship distribution one year later. Earnings on both the dollars raised by Coastline Foundation and the match provided by the Osher Foundation will be distributed as scholarship funds to Coastline Foundation, net of investment expenses. The earnings from the dollars raised by Coastline Foundation and the corresponding match amount will be set aside for scholarships for Coastline Community College students.

NOTE 4 PLEDGES RECEIVABLE

Unconditional promises to give related to the Future Campaign and Visionary Pledge at June 30, 2011 are as follows:

Receivable - less than one year	\$ 47,020
Receivable - one to five years	<u>400,000</u>
Gross unconditional pledges	447,020
Less:	
Unamortized discount	(19,768)
Allowance for uncollectible accounts	<u>(157,585)</u>
Total	<u>\$ 269,667</u>

Pledges receivable have been discounted to present value using a discount rate of 4.9%.

NOTE 5 CONTRIBUTIONS RECEIVABLE FROM SPLIT-INTEREST AGREEMENTS

The Foundation is the beneficiary of one split-interest charitable gift annuity agreement for which the Foundation is not the administrator. The Foundation recognizes the present value of the estimated future benefits to be received as unrestricted contribution revenue and as a receivable. Adjustments to the receivable to reflect amortization of the discount and revaluation of the present value of the estimated future payments to the lifetime beneficiary are recognized in the statement of activities as a change in value of split-interest agreements.

Contributions receivable from split-interests totaled \$2,502 at June 30, 2011. These receivables represent the portion of the charitable gift annuity agreements for which the Foundation is the designated beneficiary.

NOTE 6 NET ASSETS RELEASED FROM RESTRICTIONS

Net assets of \$270,880 were released from temporary donor restrictions during the year ended June 30, 2011. The Foundation met donor imposed restrictions by incurring qualified expenses.

NOTE 7 ENDOWMENT

The Foundation's endowment consists of approximately 18 individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Foundation's Board of Directors has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Foundation in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the Foundation and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Foundation
- (7) The investment policies of the Foundation

NOTE 7 ENDOWMENT (CONTINUED)

Changes in donor-restricted endowment net assets for the fiscal year June 30, 2011:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, July 1	\$ 57,127	\$ 1,234,012	\$ 1,291,139
Investment income	11,580	-	11,580
Contributions	-	4,496	4,496
Adjustment	(44,941)	-	(44,941)
Disbursements	(8,287)	-	(8,287)
	<u>15,479</u>	<u>1,238,508</u>	<u>1,253,987</u>
FCCC Endowment	-	277,090	277,090
Endowment net assets, June 30	<u>\$ 15,479</u>	<u>\$ 1,515,598</u>	<u>\$ 1,531,077</u>

The \$277,090 transferred to the California Community Colleges Scholarship Endowment, through arrangement with the Foundation for California Community Colleges, in the fiscal year 2009-2010 was reclassified to permanently restricted endowment net assets because it is considered part of a permanent scholarship fund that will provide scholarships to students. See also Note 3.

Return Objectives and Risk Parameters

The Foundation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Foundation must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of the S&P 500 index while assuming a moderate level of investment risk.

The Foundation expects its endowment funds, over time, to provide an average rate of return of approximately 8 percent annually. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places a greater emphasis on quality-based investments to achieve its long-term return objectives within prudent risk constraints.

NOTE 7 ENDOWMENT (CONTINUED)

Spending Policy and How the Investment Objectives Relate to Spending Policy

The Foundation's Board of Directors has a policy of evaluating the investment income earned each year and then determining the spending criteria for that income. A portion of the income is to be designated for student scholarships and the additional available income is to be designated for future growth of the endowment. At the present time, there are no set criteria for spending. The Board of Directors is mindful of its responsibility to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

NOTE 8 RELATED PARTIES

The Foundation provides various levels of monetary support and service to the District. The transactions are recorded within the financial statements as distributions, student programs, and scholarship expense.

The Foundation's primary purpose is to assist in the institutional development and encourage community support to the College. The Foundation receives gifts, property and funds to be used for the benefit of the College, its programs, and any person or organization having an official relationship with the College.

To assist the Foundation in carrying out its purpose, the District provides administrative services to the Foundation. The District pays salaries and benefits of the executive director, administrative assistants and accountants. In addition, working space for employees who perform administrative services for the Foundation is provided by the District at no charge. The donated services and facilities for the fiscal year 2011 were valued at \$252,471 and \$7,776 respectively, and have been reflected in the financial statements as donated services and facilities.

NOTE 9 SUBSEQUENT EVENTS

The Foundation has evaluated events or transactions that occurred subsequent to June 30, 2011 through December ___, 2011, the date the accompanying financial statements were available to be issued, for potential recognition or disclosure in the financial statements. The Foundation has determined that no subsequent events required disclosure or adjustment to the accompanying financial statements.

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THE CHANGING ECONOMY

NOTE 1

It is a well-known fact that the economy of the United States is changing rapidly. The changes are being brought about by a number of factors, including the increasing demand for goods and services, the increasing demand for labor, and the increasing demand for capital. These changes are being brought about by a number of factors, including the increasing demand for goods and services, the increasing demand for labor, and the increasing demand for capital. These changes are being brought about by a number of factors, including the increasing demand for goods and services, the increasing demand for labor, and the increasing demand for capital.

THE CHANGING ECONOMY

NOTE 2

The economy of the United States is changing rapidly. The changes are being brought about by a number of factors, including the increasing demand for goods and services, the increasing demand for labor, and the increasing demand for capital. These changes are being brought about by a number of factors, including the increasing demand for goods and services, the increasing demand for labor, and the increasing demand for capital.

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THE CHANGING ECONOMY

NOTE 3

The economy of the United States is changing rapidly. The changes are being brought about by a number of factors, including the increasing demand for goods and services, the increasing demand for labor, and the increasing demand for capital. These changes are being brought about by a number of factors, including the increasing demand for goods and services, the increasing demand for labor, and the increasing demand for capital.



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Coast Community College District Enterprise Corporation
Audited Financial Statements
For the Year Ended June 30, 2011
with Report of Independent Auditors

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**Coast Community College District Enterprise Corporation
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Report of Independent Auditors

**To the Board of Directors of
Coast Community College District Enterprise Corporation**

We have audited the accompanying balance sheet of the Coast Community College District Enterprise Corporation (a component unit of the Coast Community College District) as of June 30, 2011, and the related statements of income and retained earnings and cash flows for the year then ended. These financial statements are the responsibility of the management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Coast Community College District Enterprise Corporation as of June 30, 2011, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Our audit was performed for the purpose of forming an opinion on the basic financial statements taken as a whole. The combining balance sheet and statement of income and retained earnings on pages 8 and 9 are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

**Los Angeles, California
December ____, 2011**

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Coast Community College District Enterprise Corporation
Balance Sheet
June 30, 2011

ASSETS

Current assets

Cash and cash equivalents	\$ 1,646,640
Prepaid expenses	67,802
Total current assets	<u>1,714,442</u>

Noncurrent Assets

Equipment	590,121
Accumulated depreciation	(510,673)
Total noncurrent assets	<u>79,448</u>

Total assets	\$ <u>1,793,890</u>
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LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities

Accounts payable	\$ 37,912
Accrued liabilities	22,315
Income tax payable	23,993
Unearned revenue	472,455
Total current liabilities	<u>556,675</u>

Noncurrent liabilities

Deferred tax	29,000
Total noncurrent liabilities	<u>29,000</u>

Total liabilities	<u>585,675</u>
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Stockholders' equity

Common stock (\$1 par value, 100,000 shares authorized, 158 shares issued and outstanding)	158
Retained earnings	1,208,057
Total stockholders' equity	<u>1,208,215</u>

Total liabilities and stockholders' equity	\$ <u>1,793,890</u>
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See notes to financial statements.

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Coast Community College District Enterprise Corporation
Statement of Income and Retained Earnings
Year ended June 30, 2011

Rental income	\$ 5,984,186
Operating expenses	
Salaries	1,300,739
Benefits	336,890
Supplies	18,312
Rental	1,368,560
Management fees	491,878
Other services	1,458,458
Depreciation	32,287
Total operating expenses	<u>5,007,124</u>
Operating Income	<u>977,062</u>
Other income (expense)	
Income tax expense	(370,391)
Total other income (expense)	<u>(370,391)</u>
Net income	606,671
Retained earnings, beginning of year	<u>601,386</u>
Retained earnings, end of year	<u>\$ 1,208,057</u>

See notes to financial statements.

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Coast Community College District Enterprise Corporation
Statement of Cash Flows
Year ended June 30, 2011

Cash flows from operating activities

Cash received from rental activities	\$ 6,026,071
Cash paid for operating expenses	(5,030,271)
Cash paid for income taxes	(337,947)

Net cash provided by operating activities 657,853

Cash flows from capital and related financing activities

Purchase of capital assets	(21,369)
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Net cash used by capital and related financing activities (21,369)

Change in cash and cash equivalents 636,484

Cash and cash equivalents, beginning of year 1,010,156

Cash and cash equivalents, end of year \$ 1,646,640

**Reconciliation of net income to net cash
provided by operating activities**

Operating income	\$ 977,062
Taxes	(370,391)

Net Income 606,671

Adjustments to reconcile net income to net cash provided by operating activities

Depreciation	32,287
Increase in prepaid expenses	(62,166)
Decrease in prepaid taxes	10,851
Decrease in accounts payable	(2,273)
Increase in accrued liabilities	22,315
Increase in income tax payable	23,993
Decrease in due to Coast Community College District	(13,310)
Increase in unearned revenue	41,885
Decrease in deferred tax liability	(2,400)

Net cash provided by operating activities \$ 657,853

See notes to financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Coast Community College District Enterprise Corporation (the Corporation) was established in May 1997 to operate Coast Community College District's enterprise operations. The Corporation operates the swap meet operations at Golden West and Orange Coast Colleges. For reporting purposes, the Corporation is considered a component unit of the District.

Method of Accounting

The accounts of the Corporation are maintained on the accrual basis. The accounting policies reflect practices common to the industry and conform with accounting principles generally accepted in the United States of America.

Cash Equivalents

The Corporation considers securities with maturities of three months or less, when purchased, to be cash equivalents.

Equipment

Equipment is stated at cost. Depreciation is being provided over the estimated useful lives of the assets on the straight-line method ranging from five to seven years.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Concentration of Risk

The Corporation maintains its cash accounts in one financial institution. The amount on deposit in this institution exceeded the \$250,000 FDIC limit at June 30, 2011 by approximately \$1.6 million.

Fair Value of Financial Instruments

The Corporation has certain financial instruments which include cash, accounts payable and accrued expenses. The carrying amounts of these financial instruments approximate fair value because of their short maturities.

Income Taxes

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets, including tax loss and credit carryforwards, and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The components of the deferred tax assets and liabilities are individually classified as current and noncurrent based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

The Corporation has adopted the provisions relating to accounting for uncertainty in income taxes for the year ended June 30, 2011. These provisions clarify the requirements to identify, document, record and disclose income tax contingencies. Income tax contingencies are accrued when, in the opinion of management, a tax position in a previously filed or current income tax return will not be sustained, using a more likely than not criteria, upon examination by the relevant taxing authority. In management's opinion, no such contingencies exist for the year ended June 30, 2011.

The Corporation files income tax returns in the U.S. federal jurisdiction and California. With few exceptions, the Corporation is no longer subject to U.S. federal, state, and local income tax examinations by tax authorities for years before 2006.

NOTE 2 UNEARNED REVENUE

Unearned revenue as of June 30, 2011 represents future swap meet rentals of \$472,455.

NOTE 3 RELATED PARTY TRANSACTIONS

The Corporation pays the District for property rental and management fees at Golden West College and Orange Coast College. In fiscal year 2011, the Corporation paid rental expenses of \$498,960 and \$869,600 and paid management fees of \$54,563 and \$437,315 for Golden West College and Orange Coast College, respectively.

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Coast Community College District Enterprise Corporation
Notes to Financial Statements
Year ended June 30, 2011

NOTE 4 INCOME TAXES

The provision/(benefit) for income taxes consisted of:

Current:	
Federal	\$ 284,023
State	88,768
Total current	<u>372,791</u>
Deferred:	
Federal	(2,800)
State	400
Total deferred	<u>(2,400)</u>
Net provision for income tax	\$ <u>370,391</u>

The provision for income taxes differs from the expense that would result from applying federal and California statutory tax rates to income before income taxes due to permanent and timing differences. Permanent differences include expenditures not deductible for federal and California income tax purposes (political contributions, portions of travel, meals and entertainment, and charitable contributions in excess of allowed percentages). Timing differences in the recognition of certain deductions for financial and tax reporting purposes create deferred tax charges. Deductions that caused the timing differences are related to state franchise taxes and depreciation differences. The components of the deferred tax liability as of June 30, 2011 are as follows:

Noncurrent:	
Federal	\$ 22,000
State	7,000
Total noncurrent	\$ <u>29,000</u>

NOTE 5 SUBSEQUENT EVENTS

The Corporation has evaluated events or transactions that occurred subsequent to June 30, 2011 through November __, 2011, the date the accompanying financial statements were available to be issued, for potential recognition or disclosure in the financial statements. The Enterprise Corporation has determined that no subsequent events required disclosure or adjustment to the accompanying financial statements.

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SUPPLEMENTARY INFORMATION

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Coast Community College District Enterprise Corporation Combining Balance Sheet June 30, 2011

	Golden West College	Orange Coast College	Total
ASSETS			
Current assets			
Cash and cash equivalents	\$ 598,293	\$ 1,048,347	\$ 1,646,640
Prepaid expenses	60,428	7,374	67,802
Due from Orange Coast College	20,960	-	20,960
Total current assets	<u>679,681</u>	<u>1,055,721</u>	<u>1,735,402</u>
Noncurrent assets			
Equipment	556,464	33,657	590,121
Accumulated depreciation	(481,784)	(28,889)	(510,673)
Total noncurrent assets	<u>74,680</u>	<u>4,768</u>	<u>79,448</u>
Total assets	<u>\$ 754,361</u>	<u>\$ 1,060,489</u>	<u>\$ 1,814,850</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities			
Accounts payable	\$ 36,785	\$ 1,127	\$ 37,912
Accrued liabilities	-	22,315	22,315
Income tax payable	-	23,993	23,993
Due to Golden West College	-	20,960	20,960
Unearned revenue	265,015	207,440	472,455
Total current liabilities	<u>301,800</u>	<u>275,835</u>	<u>577,635</u>
Noncurrent liabilities			
Deferred tax	27,300	1,700	29,000
Total noncurrent liabilities	<u>27,300</u>	<u>1,700</u>	<u>29,000</u>
Total liabilities	<u>329,100</u>	<u>277,535</u>	<u>606,635</u>
Stockholders' equity			
Common stock (\$1 par value, 100,000 shares authorized, 158 shares issued and outstanding)	-	158	158
Retained earnings	425,261	782,796	1,208,057
Total stockholders' equity	<u>425,261</u>	<u>782,954</u>	<u>1,208,215</u>
Total liabilities and stockholders' equity	<u>\$ 754,361</u>	<u>\$ 1,060,489</u>	<u>\$ 1,814,850</u>

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Coast Community College District Enterprise Corporation
Combining Statement of Income and Retained Earnings
Year ended June 30, 2011

	<u>Golden West College</u>	<u>Orange Coast College</u>	<u>Total</u>
Rental Income	\$ 2,934,069	\$ 3,050,117	\$ 5,984,186
Operating expenses			
Salaries	950,204	350,535	1,300,739
Benefits	257,672	79,218	336,890
Supplies	5,331	12,981	18,312
Rental	498,960	869,600	1,368,560
Management fees	54,563	437,315	491,878
Other services	771,020	687,438	1,458,458
Depreciation	30,698	1,589	32,287
Total operating expenses	<u>2,568,448</u>	<u>2,438,676</u>	<u>5,007,124</u>
Operating income	<u>365,621</u>	<u>611,441</u>	<u>977,062</u>
Other income (expense)			
Income tax expense	<u>(138,540)</u>	<u>(231,851)</u>	<u>(370,391)</u>
Total other income (expense)	<u>(138,540)</u>	<u>(231,851)</u>	<u>(370,391)</u>
Net income	227,081	379,590	606,671
Retained earnings, beginning of year	<u>198,180</u>	<u>403,206</u>	<u>601,386</u>
Retained earnings, end of year	<u>\$ 425,261</u>	<u>\$ 782,796</u>	<u>\$ 1,208,057</u>

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**Coast Community College District
Proposition 39 General Obligation Bonds
Measure C Bond Program Performance Audit
For the Year Ended June 30, 2011
with Report of Independent Auditors**

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Report of Independent Auditors

**The Board of Trustees
The Measure C Citizens' Oversight Committee
Coast Community College District**

We have conducted a performance audit of the Coast Community College District's (the "District") Measure C General Obligation Bond funds for the year ended June 30, 2011.

We conducted our performance audit in accordance with *Governmental Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives.

Our audit was limited to the objectives listed on page 3 of this report which includes determining the Coast Community College District's compliance with the performance requirements for the Proposition 39 Measure C General Obligation Bonds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the Bonds and the net proceeds thereof. Management is responsible for the Coast Community College District's compliance with those requirements. Our audit does not provide a legal determination of the Coast Community College District's compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal control of Coast Community College District to determine if internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution. Accordingly, we do not express any assurance on the internal control.

The results of our tests indicated that, in all material respects, Coast Community College District expended Measure C General Obligation Bond funds for the year ended June 30, 2011 only for the specific projects developed by the District's Board of Trustees and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

**Los Angeles, California
November __, 2011**

BACKGROUND INFORMATION

In November 2000, the voters of the State of California approved Proposition 39 authorizing the issuance of general obligation bonds by California public school districts and community colleges under certain circumstances and subject to certain conditions. On November 5, 2002, a general obligation bond proposition (Measure C) of the Coast Community College District (District) was approved by the voters of the District. Measure C authorized the District to issue \$370,000,000 of general obligation bonds to finance various capital projects and related costs, as specified in the bond measure provisions.

On April 17, 2003, the District issued its Series 2003A for \$110,000,000 of current interest bonds. The proceeds were used to finance the construction, acquisition, and modernization of certain property and District facilities.

On March 10, 2005, The District issued 2005 General Obligation Refunding Bonds (the Refunding Bonds) for \$74,893,867. The proceeds of which were used to advance refund and defease the District's Series A bonds.

On June 28, 2006, the District issued its Series B and C for \$149,859,831 and \$110,140,169, respectively. The proceeds of which are to be used to construct and modernize educational facilities at the District's colleges, to fund an escrow account to prepay the District's outstanding 1997 Certificates of Participation, to fund an escrow account to reimburse the District loan payments with respect to the District's loan agreement with the State Energy and Water Efficiency Revenue Bond Project, and to pay all necessary legal, financial and contingent costs in connection with the issuance of the bonds.

Pursuant to the requirements of Proposition 39, and related State legislation, the Board of Trustees of the District established a Citizens' Bond Oversight Committee and appointed its members. The principal purpose of the Citizens' Bond Oversight Committee, as set out in State law, is to inform the public as to the expenditures of the proceeds of the bonds issued pursuant to the Measure C bond authorization. The Citizens' Bond Oversight Committee is required to issue at least one report annually as to its activities and findings.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds deposited into the Revenue Bond Construction Fund - Measure C Bond Program have been expended only for the authorized bond projects.

OBJECTIVES

The objectives of our Performance Audit were to:

- Document the expenditures charged to the Coast Community College District Revenue Bond Construction Fund - Measure C Bond Program.
- Determine whether expenditures charged to the Revenue Bond Construction Fund - Measure C Bond Program during the fiscal year ended June 30, 2011 have been made in accordance with the bond project list approved by the voters through the approval of Measure C in November 2002.
- Note any system weaknesses and provide recommendations for improvement.
- Provide the District Board and the Measure C Citizens' Bond Oversight Committee with a performance audit as required under the provisions of the California Constitution and Proposition 39.

SCOPE OF THE AUDIT

The scope of our performance audit covered the period of July 1, 2010 to June 30, 2011. The expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than the proceeds of the bonds, was not included within the scope of our audit. Expenditures incurred subsequent to June 30, 2011 were not reviewed or included within the scope of our audit or in this report.

PROCEDURES PERFORMED

We obtained the general ledger and the project expenditure summary reports and details prepared by the District for the period of July 1, 2010 to June 30, 2011 for the Revenue Bond Construction Fund - Measure C Bond Program. Within the period covered by the audit, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Proposition 39 and Measure C as to the bond projects. We performed the following procedures:

- We reviewed the projects listed to be funded with general obligation bond proceeds as set out in the Measure C election documents.
- We interviewed District staff and documented the internal controls and procedures established for the administration of Measure C bond funds and related expenditures.
- We selected a sample of expenditures for the period under audit and reviewed supporting documentation to ensure that such funds were properly expended on the authorized bond projects.
- We verified that funds from the Revenue Bond Construction Fund - Measure C Bond Program were generally expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects, and we verified that funds held in the Revenue Bond Construction Fund - Measure C Bond Program were not used for salaries of District administrators or other operating expenses of the District.

DRAFT

**Coast Community College District
Proposition 39 General Obligation Bonds
Measure C Bond Program Performance Audit
Year ended June 30, 2011**

RESULTS OF PROCEDURES

The District has incurred cumulative total approved project costs of \$379,861,848 through June 30, 2011 of which \$34,639,261 were expended during the fiscal year ended June 30, 2011. The Board-approved projects and expenditures for the fiscal year ended June 30, 2011 are outlined below:

Project Expenditures:

District Facilities

DW Admin Accounts	\$ 52,317	
Debt Repayment	<u>(410,000)</u> *	
Total Expenditures for District Facilities		\$ (357,683)

Orange Coast College

Upgrade Auditorium Music Complex	102,362	
CHS and Lab Sciences	13,600,018	
Upgrade Lewis Center-Applied Science	3,863	
Student Center	4,588,821	
Upgrade Women's Locker Room-Sailing Center	(130,614) **	
Landscape Project	125,962	
Special Student Service	1,570	
Upgrade Softball Field	138,510	
Upgrade Baseball Field	58,394	
Upgrade Information Technology System Phase 1	316,544	
Upgrade Parking Lots	341,143	
Campus - Wide Signage	11,681	
Classroom Refurbishment	1,136,920	
Energy Management	591,141	
Temporary Modular Buildings	1,745,394	
Planetarium	250	
Technology Mechanical Controls	173,485	
Miscellaneous Planning	<u>41,889</u>	
Total Expenditures for Orange Coast College		22,847,333

Golden West College

Upgrade Utilities Campuswide Phase 1	4,110	
Health Science Expand Nursing Facility	10,619	
Administration Facility Planning	9,128	
Learning Resource Center	<u>6,937,728</u>	
Total Expenditures for Golden West College		6,961,585

Coastline College

Newport Beach Learning Center	5,188,026	
Total Expenditures for Coastline College		<u>5,188,026</u>

Total Project Expenditures for the Period from July 1, 2010 through June 30, 2011	\$ <u>34,639,261</u>
------------------------------------------------------------------------------------------	-----------------------------

* Refund of debt repayment by the State

**Expenditure is net of rebates

DRAFT

**Coast Community College District
Proposition 39 General Obligation Bonds
Measure C Bond Program Performance Audit
Year ended June 30, 2011**

CONCLUSION

The results of our tests indicated that, in all material respects, the Coast Community College District has properly accounted for the expenditures of the funds held in the Revenue Bond Construction Fund - Measure C Bond Building Fund and that such expenditures were made on authorized bond projects. Further, it was noted that the funds held in the Revenue Bond Construction Fund - Measure C Bond Program and expended by the District were not expended for salaries of school administrators or other operating expenditures.

DRAFT

**Coast Community College District
Proposition 39 General Obligation Bonds
Measure C Bond Program Performance Audit
Schedule of Findings and Responses
June 30, 2011**

There were no findings and responses for the fiscal year ended June 30, 2011.

DRAFT

**Coast Community College District
Proposition 39 General Obligation Bonds
Measure C Bond Program Performance Audit
Schedule of Prior Year Findings and Responses
June 30, 2011**

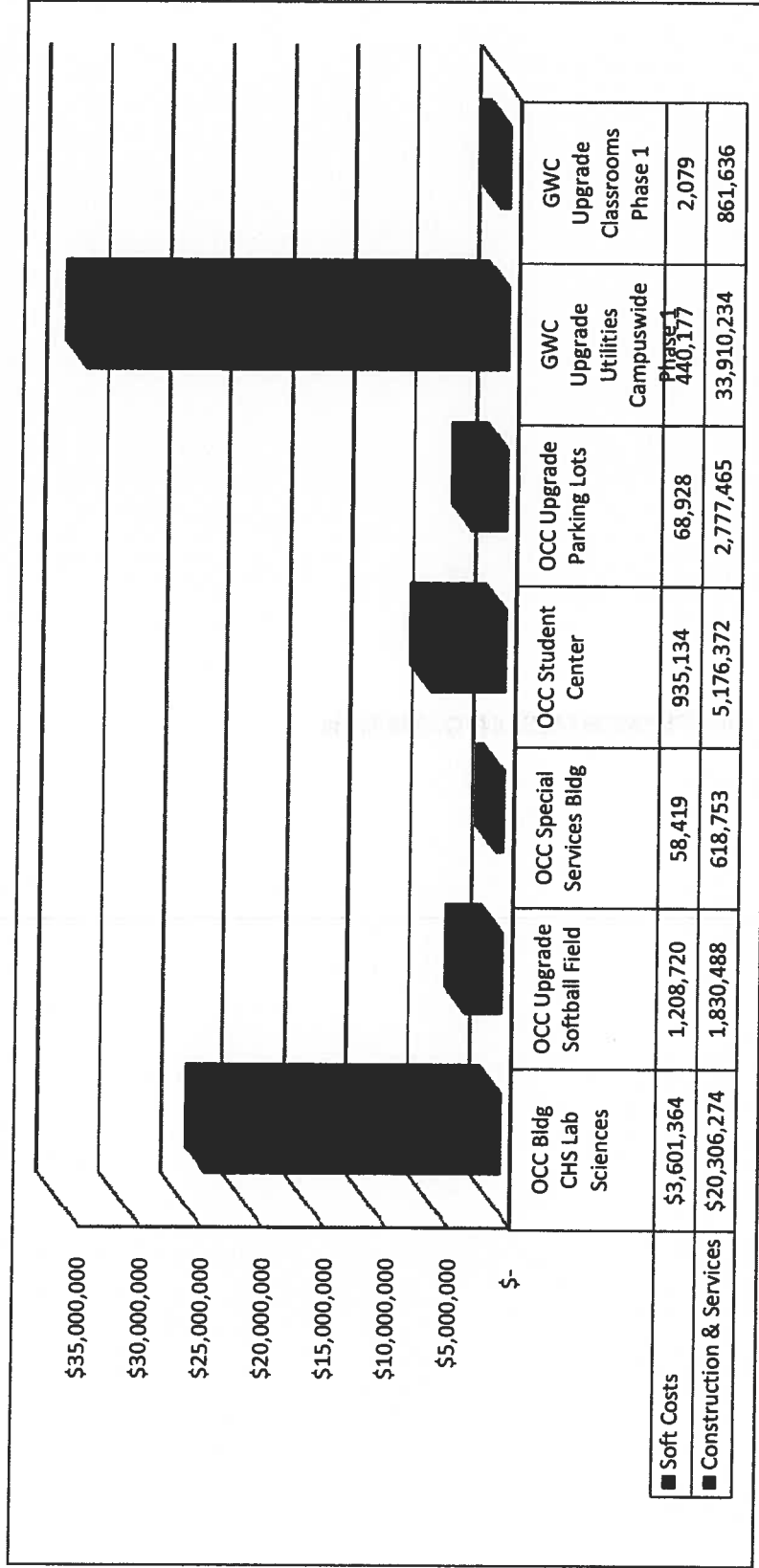
There were no findings and responses for the fiscal year ended June 30, 2010.

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SUPPLEMENTARY INFORMATION

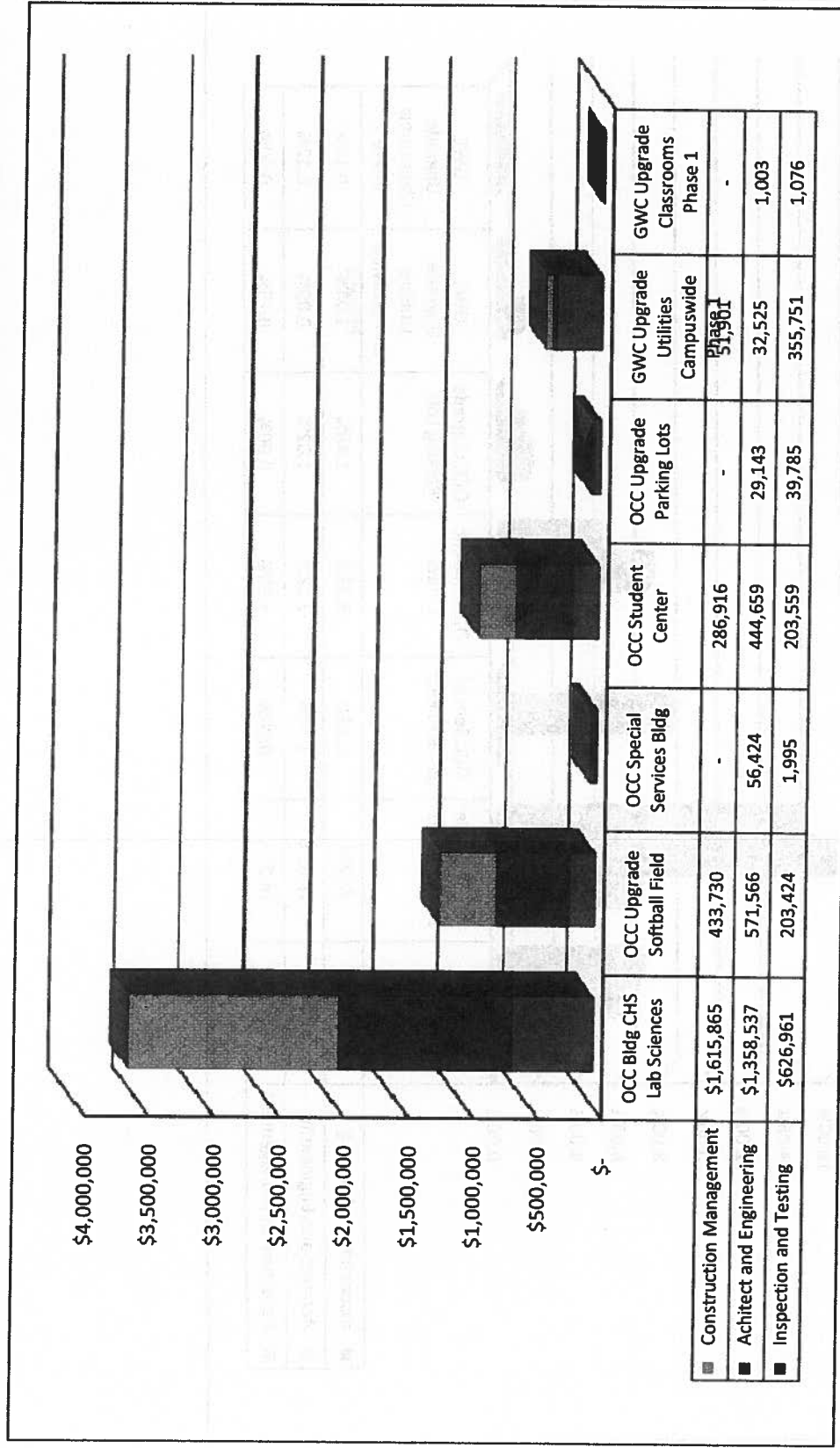
DRAFT

Coast Community College District Completed Projects – Cumulative Costs by Expenditure Type Cumulative as of June 30, 2011



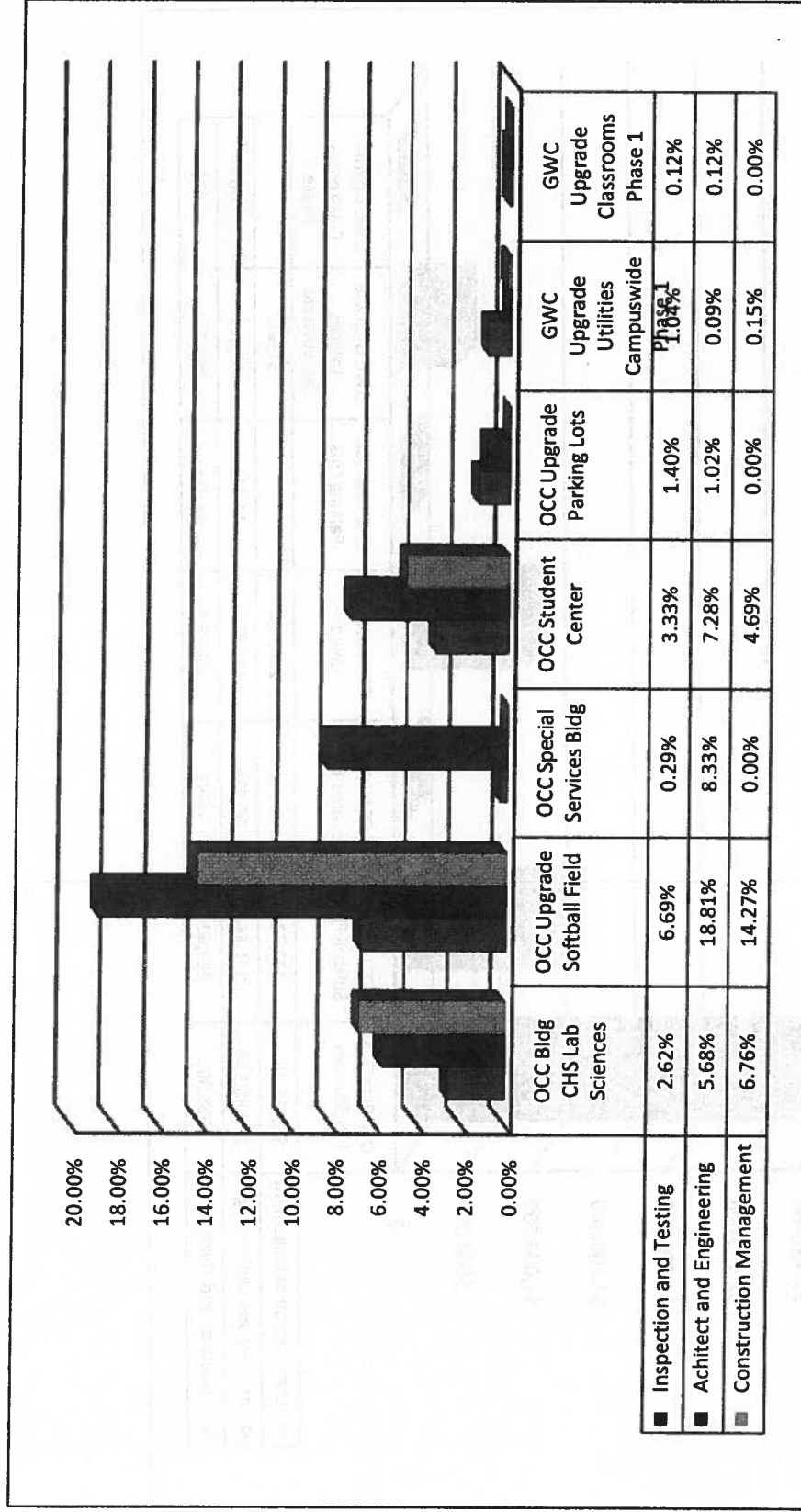
DRAFT

Coast Community College District Breakdown of Cumulative Soft Costs by Category Cumulative as of June 30, 2011



DRAFT

Coast Community College District
Cumulative Soft Cost Categories as a Percent of Total Construction Costs
Cumulative as of June 30, 2011



COMPLETED PROJECT SOFT COST ANALYSIS

At the District's request we have included a compilation and comparison of project soft costs for projects that have been completed by the District during fiscal year 2010-2011 and for which full costs had been reflected as of June 30, 2011. Soft costs consist of items that are not considered direct construction costs, and include architectural, engineering, financing, legal fees, and other pre- and post-construction expenses.

The following projects were completed during the fiscal year 2010-2011:

- OCC Bldg CHS Lab Sciences
- OCC Upgrade Softball Field
- OCC Special Services Building
- OCC Student Center
- OCC Upgrade Parking Lots
- GWC Upgrade Utilities Campus-wide Phase 1
- GWC Upgrade Classrooms Phase 1

The three sets of charts and tables included reflect the following:

- Chart 1- "Completed Projects - Cumulative Costs by Expenditure Type" illustrates the total cumulative project cost including construction and soft costs for the projects identified above.
- Chart 2- "Breakdown of Cumulative Soft Costs by Category" groups total cumulative soft costs for the project by Inspection and Testing, Architect and Engineering, and Construction Management.
- Chart 3- "Cumulative Soft Cost Categories as a Percent of Construction Costs" illustrates total cumulative soft cost by each of the categories as a percent of construction costs and then "Total" soft costs as a percent of construction costs. This is intended to give a sense of the proportion of the soft cost elements within the project. Construction cost was used as the base because this is generally the most important driver of soft costs.

Coast Community College District
BOARD POLICY
Chapter 5
Personnel Policies and Human Resources

BP 3420 Equal Employment Opportunity (EEO) Policy

Legal References:

42 U.S.C. §§ 2000d et seq. (Title VI)
42 U.S.C. §§ 2000e et seq. (Title VII)
20 U.S.C. §§ 1681 et seq. (Title IX)
Executive Order 11246, as amended by Executive Order 11235
Education Code Sections 87100-87105
Title 5, Sections 53000, 53006, 53020-53026

The Coast Community College District ("District") is committed to employing qualified administrators/managers, faculty, and staff members who are dedicated to student learning and success. The Board recognizes that diversity in the academic environment fosters awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and staff development processes that support the goals of equal opportunity and diversity, and provide equal consideration for all qualified candidates.

The District is committed to the concept and principles of providing equal opportunity in education and employment for all persons, ~~to prohibit discrimination based and~~ does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, and/ military or veteran status, or genetic information. This commitment applies to every aspect of education and personnel actions and practices in employment, development, advancement, and treatment of employees, students and the general public.

The District will implement a comprehensive program consistent with Title 5 to ensure the practice of EEO principles. Pursuant to this commitment, an Equal Employment Opportunity Plan will be maintained to ensure the implementation of equal employment opportunity principles that conform to federal and state laws.

The District believes that in order to effectively address and comply with federal and state EEO guidelines, the Board of Trustees, administration, faculty and staff must recognize that equal opportunity is a shared responsibility and all must be held accountable for application and enforcement of the policies within their area(s) of authority. It is through combined equitable and cooperative efforts that the District will achieve established Equal Employment Opportunity goals and objectives.

The District will continue to monitor equal employment opportunity and diversity efforts to ensure that the recruitment, screening, selection, hiring, and promotional processes are in accordance with the EEO policies and principles.

Adopted November 16, 1983
Revised June 1, 1988
Revised November 28, 1990
Revised December 10, 2003
Revised March 3, 2010
Replaces CCCD Policy 050-1-2, Spring 2011

Coast Community College District
BOARD POLICY
Chapter 5
Personnel Policies and Human Resources

BP 7121 Employee Recruitment & Selection Policy

Education Code Section 70901.2, 70902(b) (7) & (d), 87100 et seq.

Education Code Section 87360

Title 5, Section 53000- 53002, et seq., 51023.5

Accreditation Standard III.1.A

The goal of the Coast Community College District ("District") is to recruit, select and employ persons who are highly qualified.

Recruitment and selection of employees will be in strict compliance with the principles embodied in California and federal legislation concerning fair employment practices and civil rights, and shall be based solely on consideration of an applicant's qualifications for the intended assignments without prejudice toward applicant's race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, and/ military or veteran status, or genetic information. When feasible, reasonable accommodations will be made for an applicant's disability and/or religious practices.

In establishing hiring criteria for faculty and administrators, the district governing board shall develop criteria that include sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

Each applicant recommended for a District position which requires certification shall meet the minimum qualifications and/or appropriate licensure. Placement on the salary or wage schedule shall be established for each applicant selected, before an employment recommendation is processed for Board of Trustees' ("Board") action.

Each recommendation for employee selection will be reviewed by the Chancellor, and presented for Board action with the Chancellor's recommendation. The recommendation to the Board will include the applicant's name, the proposed assignment, and proposed rate of pay.

Employment recommendations may be presented to the Board prior to verification of qualifications or applicant compliance with the requirements concerning tuberculosis testing, and fingerprint records; however, Board approval of employment may be contingent upon all requirements being satisfied.

Members of the immediate family of employees may be employed by the Coast Community College District. Employment and assignment of such persons shall be in accordance with the District's Nepotism Policy.

The District shall establish procedures, using a participatory governance model, for the recruitment and selection of employees including, but not limited to, the following:

- Procedures for hiring faculty shall be established, implemented, or modified through consultations with the Academic Senates, and after affording the Coast Federation of Educators (CFE) and Community College Association (CCA) an opportunity to participate in the decision making process.
- Procedures for hiring classified employees shall be established, implemented, or modified through consultations with the Classified Councils and after affording the Coast Federation of Classified Employees (CFCE) an opportunity to participate in the decision making process.
- Procedures for hiring confidential employees shall be established, implemented, or modified through consultations with the Association of Confidential Employees (ACE).
- Procedures for hiring management employees shall be established, implemented, or modified through consultations with the Coast District Management Association (CDMA).

Students will be afforded opportunities for meaningful participation in the establishment, implementation, and modification of recruitment and selection procedures.

Procedures will be in compliance with related policies, including:

- EEO Policy Statement BP3420
- Faculty Hiring Policy 7838
- Classified Staff Hiring Policy 7856
- Confidential Staff Hiring Policy 7859
- Management Hiring Policy 7888
- Nepotism Policy 7310
- Faculty Role In Governance Policy 7837: Item No. 5

Adopted November 16, 1983

Revised July 15, 1987

Revised March 3, 2010

Replaces CCCD Policy 050-1-1, Spring 2011

Coast Community College District
BOARD POLICY
Chapter 5a
Certificated Employees Personnel Policies

BP 7838 Faculty Hiring Policy

Legal References:

42 U.S.C. §§ 2000d et seq. (Title VI)

42 U.S.C. §§ 2000e et seq. (Title VII)

20 U.S.C. §§ 1681 et seq. (Title IX)

Executive Order 11246, as amended by Executive Order 11235

Education Code Sections 87100-87105, 87360

Title 5, Sections 53000-53006 and 53020-53026

The goal of the Coast Community College District is to recruit, select and employ qualified, diverse faculty dedicated to providing students with educational opportunities and intellectual insights necessary to optimize their potential and achieve individual goals. This is achieved through consistent hiring processes that have integrity, are honest and cooperative, and that support diversity and the principles of equal opportunity employment. Hiring processes are compliant with Board Policy 7121.

The Coast Community College District ensures academic quality through the adherence to established District procedures for hiring faculty, who are:

- experts in their field;
- skilled at teaching and creating an enriched learning environment;
- responsive to the varied learning needs and abilities of our students;
- engaged in the life of the college;
- committed to professional development;
- representative of the diverse communities we serve;
- sensitive to the needs of, and committed to the success of, the students, faculty, staff and community.

The Board of Trustees, represented by the administration, has the principal legal and public responsibility for ensuring an effective hiring process. Hiring criteria, policies, and procedures for new faculty members shall be developed and agreed upon jointly by representatives of the governing board and the academic senate and approved by the governing board.

Hiring quality faculty is accomplished through the development of fair and consistent screening criteria by committees, with diverse representation, that forward recommendations to the

President or appropriate administrator. Recommendations for employment will be made through the Chancellor to the Board of Trustees. Coast Community College District hiring committee members will participate cooperatively and effectively in all appropriate phases of the hiring process.

The Coast Community College District ~~prohibits discrimination based~~ does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, and/ military or veteran status, or genetic information.

Adopted March 3, 2010

Replaces CCCD Policy 060-1-11, Spring 2011

Coast Community College District
BOARD POLICY
Chapter 5b
Classified Employees Personnel Policies

BP 7856 Classified Staff Hiring Policy

Legal References

42 U.S.C. §§ 2000d et seq. (Title VI)
42 U.S.C. §§ 2000e et seq. (Title VII)
20 U.S.C. §§ 1681 et seq. (Title IX)
Executive Order 11246, as amended by Executive Order 11235
Education Code Sections 87100-87105
Title 5, Sections 53000 - 53006, 53020-53026

The goal of the Coast Community College District is to recruit, select and employ qualified, diverse classified staff dedicated to providing exemplary support necessary to maximize the success of the educational community in its service to students. This is achieved through consistent hiring processes that have integrity, are honest and cooperative, and support diversity and the principles of equal opportunity employment. Hiring processes are compliant with Board Policy 7121.

The Board of Trustees, administration, faculty and staff recognize the importance of an effective hiring process that reflects mutual professional responsibility and interest in achieving the common goal of hiring quality classified staff who:

- understand their roles and responsibilities in advancing the mission of the colleges and the District;
- engage in the life of the college/District;
- commit to professional development;
- represent the diverse communities we serve;
- are sensitive to the needs of, and committed to the success of, the students, faculty, staff, and community.

Hiring quality classified staff is accomplished through the development of fair and consistent screening criteria by committees, with broad and diverse representation, that forward recommendations to the President or appropriate administrator. Recommendations for employment will be made through the Chancellor to the Board of Trustees. Coast Community College District hiring committee members will participate cooperatively and effectively in all appropriate phases of the hiring process.

The Coast Community College District ~~prohibits discrimination based~~ does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, ~~and~~ military or veteran status, or genetic information.

Adopted March 3, 2010
Replaces CCCD Policy 070-1-6, Spring 2011

Coast Community College District
BOARD POLICY
Chapter 5c
Confidential Employees Personnel Policies

BP 7859 Confidential Staff Hiring Policy

Legal References

42 U.S.C. §§ 2000d et seq. (Title VI)

42 U.S.C. §§ 2000e et seq. (Title VII)

20 U.S.C. §§ 1681 et seq. (Title IX)

Executive Order 11246, as amended by Executive Order 11235

Education Code Sections 87100-87105

Title 5, Sections 53000 - 53006, 53020-53026

The goal of the Coast Community College District is to recruit, select and employ qualified, diverse confidential staff dedicated to providing exemplary support necessary to maximize the success of the educational community in its service to students. This is achieved through consistent hiring processes that have integrity, are honest and cooperative, and support diversity and the principles of equal opportunity employment. Hiring processes are compliant with Board Policy 7121.

The Board of Trustees, administration, faculty and staff recognize the importance of an effective hiring process that reflects mutual professional responsibility and interest in achieving the common goal of hiring quality confidential staff who:

- understand their roles and responsibilities in advancing the mission of the colleges and the District;
- engage in the life of the college/District;
- commit to professional development;
- represent the diverse communities we serve;
- are sensitive to the needs of, and committed to the success of, the students, faculty, staff, and community.

Hiring quality confidential staff is accomplished through the development of fair and consistent screening criteria by committees, with broad and diverse representation, that forward recommendations to the President or appropriate administrator. Recommendations for employment will be made through the Chancellor to the Board of Trustees. Coast Community College District hiring committee members will participate cooperatively and effectively in all appropriate phases of the hiring process.

The Coast Community College District ~~prohibits discrimination based~~ does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of

race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, and/ military or veteran status, or genetic information.

Adopted October 19, 1988

Revised September 12, 1996

Revised July 18, 2007

Revised March 3, 2010

Replaces CCCD Policy 080-1-2.1, Spring 2011

Coast Community College District
BOARD POLICY
Chapter 5d
Supervisory/Management and Management Personnel Policies

BP 7888 Management Hiring Policy

Legal References

42 U.S.C. §§ 2000d et seq. (Title VI)
42 U.S.C. §§ 2000e et seq. (Title VII)
20 U.S.C. §§ 1681 et seq. (Title IX)
Executive Order 11246, as amended by Executive Order 11235
Education Code Sections 87100-87105
Title 5, Sections 53000 - 53006, 53020-53026

The goal of the Coast Community College District ("District") is to recruit, select and employ a qualified, diverse leadership team to provide exemplary management, leadership and support necessary to maximize the success of the educational community in its service to students. This is achieved through consistent hiring processes that have integrity, are honest and cooperative and that support diversity and the principles of equal opportunity employment. This Policy is intended to comply fully with and be interpreted in a manner consistent with all applicable state and federal laws and regulations. Hiring processes are compliant with Board Policy 7121.

The Chancellor, in consultation with the college presidents and/or vice chancellors of the District, shall determine the need for permanent and interim educational administrator and classified manager hiring. Recommendations will be made to the Board of Trustees, taking into consideration local staffing recommendations developed in accordance with established planning processes, district-wide planning needs and budgetary constraints.

The Board of Trustees, administration and staff recognize the importance of an effective hiring process that reflects mutual professional responsibility and interest in achieving the common goal of hiring outstanding administrators who:

- understand their roles and responsibilities to fulfill the mission and goals of the Colleges and the District;
- engage in the life of the college/District;
- commit to professional development;
- represent the diverse communities we serve;
- Are sensitive to the needs of, and committed to the success of the students, faculty, staff and community.

Hiring a qualified, diverse administration/management team is accomplished through the development of fair and consistent screening criteria by committees with broad and diverse representation that forward recommendations to the President or appropriate administrator. Recommendations for employment will be made through the Chancellor to the Board of

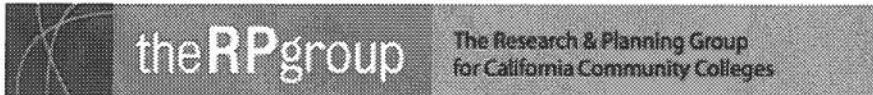
Trustees.

Hiring procedures will be developed to be consistent with Policy and to reflect the District's commitment to a fair, cooperative and respectful hiring process for permanent and interim managers. A complaint procedure will be established to provide search or selection committee members the opportunity to report process infractions and seek remedy.

To ensure that there is a strong, qualified pool of candidates for interim positions, employees who serve as interim managers will be guaranteed the right to return to their positions at the conclusion of the interim assignment, but if the permanent position has been changed or eliminated through reorganization, the employee will be offered a comparable alternate assignment at the same level of compensation.

The Coast Community College District ~~prohibits discrimination based~~ does not discriminate unlawfully in providing educational or employment opportunities to any person on the basis of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, and/ military or veteran status, or genetic information.

Adopted March 3, 2010
Replaces CCCD Policy 090-1-10, Spring 2011
Revised 08/17/2011



November 7, 2011

President Wes Bryan
Golden West College
15744 Golden West St
Huntington Beach CA 92647

Dear President Bryan:

The Research and Planning Group for California Community Colleges (RP Group) is conducting a pilot statewide survey with 14 California community colleges and districts to assess the outcomes of CTE programs. This study will gather student perspectives on issues such as whether students became employed within their field of study, if their community college coursework positively affected their earning potential, and why students dropped out of CTE programs.

Omid Pourzanjani at your institution requested to participate in the pilot phase. This will entail providing the RP Group with student contact information that would allow us to ask them to participate in an online, US mail, or telephone survey. The attached Memorandum of Understanding outlines in detail what this will entail, what is expected from the colleges and what will be provided to the colleges in return for their participation.

We have made every effort to build a simple and straightforward process that will minimize the impact on your staff. Your institution will receive a comprehensive report on your students' responses as well as a statewide report based on aggregated student data from all the pilot survey colleges. By bringing forward on-the-ground knowledge of students, your institution will have a better understanding of the impact of your CTE offerings and ways that they can be improved to strengthen students' earning and employment potential.

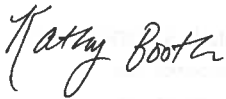
The RP Group is a non-partisan nonprofit organization that seeks to build a California community college culture that views planning, evidence-based decision making and institutional effectiveness as key strategies for student success. To this end, the RP Group works to strengthen the abilities of California community colleges to gather, analyze and act on information in order to strengthen student success. Grounded in our roots as a professional association for researchers and planners, the RP Group provides research, evaluation, professional development and technical assistance services that support evidence-based decision-making and inquiry.

We ask that you or your designee agree to participate in this study by signing the attached MOU and returning it to:

Adore Davidson Rodriguez
The RP Group
2600 Tenth Street
Suite 435
Berkeley, CA 94710
(510) 527-8500
adore@rpgroup.org

Thank you for your support of this effort. If you have any questions or concerns, please feel to contact me at kbooth@rpgroup.org or (510) 527-8500.

Sincerely,



Kathy Booth, Executive Director
The RP Group

MEMORANDUM OF UNDERSTANDING

CTE Employment Outcomes Pilot Study

The Research and Planning Group for California Community Colleges

This Memorandum of Understanding, herein referred to as "MOU," is entered into by [COLLEGE/DISTRICT NAME] (herein "Districts") and the Research and Planning Group for California Community Colleges (herein "RP Group"). The RP Group seeks to gather information on the employment outcomes of CTE programs at California community colleges, including whether students became employed within their field of study, if their community college coursework positively affected their earning potential, and how CTE programs can be improved. The RP Group has contracted with the Santa Rosa Junior College and CSU-Sacramento to conduct a survey using the web, US mail, and the telephone that is designed to gather information from students who both completed and dropped out of community college.

THEREFORE, the Districts agree to the following terms of this MOU:

1. Responsibilities

District Responsibilities

- a. Districts will determine which tools should be used to conduct the survey for their institution (web-based, US mail, and telephone). The tools will determine how many students can be surveyed, the likely response rate, and the cost to the District (see Appendix A).
- b. Districts will provide the RP Group with student contact information that will be used to request their participation in an online, mail, or telephone survey, based on a list of social security numbers/student IDs provided by the California Community College Chancellor's Office (see Appendix B).
- c. Districts will create a generic college e-mail address that will appear in the "from" line in the e-mail message launching the electronic survey, with this address set up to forward to the RP Group.
- d. Districts will provide a sufficient number of college envelopes (regular letter size, #10) with a college logo in the return address for sending the paper survey via US mail.
- e. Districts will mail to the RP Group any postal surveys that are returned due to incorrect addresses.
- f. Districts will designate a specific contact person for the project at your institution.

RP Group Responsibilities

- a. The RP Group will provide, through the California Community College Chancellor's Office, a list of student social security numbers/student IDs reflective of the study cohort (see Appendix C).
- b. The RP Group will contract with Santa Rosa Junior College and CSU-Sacramento to administer the online, US mail, and telephone surveys.
- c. The RP Group will produce summary reports that provide a comprehensive analysis of aggregated data gathered from all of the institutions participating in the pilot survey. This information will not specify individual college or district results.
- d. Districts will receive individualized reports that describe how their students responded.

2. Confidentiality

To ensure confidentiality, all student data will only be used for this study and will not be associated with individual responses in reports. Following Chancellor's Office protocol, all data will be transferred via a secure FTP server.

3. Timeline

This study will span the 2011-2012 academic year and will conclude on June 30, 2012.

- By November 30: District submits the Memorandum of Understanding to the RP Group and determines what methodology should be used (selecting from the options presented in Appendix A)
- By December 1: CCCCCO provides student social security numbers and student IDs
- By January 15: District provides student contact information and other required items
- February-March 2012: Student survey is administered electronically, by US mail, and via telephone
- April 2012: RP Group analyzes data.
- By April 30: RP Group disseminates reports of student responses to participating institutions
- By June 30: RP Group provides statewide summary report to participating institutions

4. Term of this MOU

This MOU shall be in effect for districts in the academic year 2011-2012 ending June 30, 2012. Any participant(s) listed as a party to this MOU may terminate its participation by delivering written notice of its intent to terminate said participation to Kathy Booth, the RP Group. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

Signed: _____ Date: _____

Print Name: _____ Title: _____

District: _____ Email address: _____

Please note your chosen option for survey deployment (see Appendix A):

☐ Option 1 ☐ Option 2 ☐ Option 3 ☐ Option 4 ☐ Option 5

Please provide information on the designated contact person for this project:

Name: _____
Job Title: _____
Institution: _____
Phone: _____
Email: _____

APPENDIX A: SURVEY TOOL OPTIONS

Please note that the costs below are estimates, based on the RP Group's preliminary estimate of the number of students who meet the study parameters from your institution. Actual costs will be determined based on the number of student contact records that you return to the RP Group. If the number exceeds the estimate, the RP Group will work with your designated representative to determine whether to limit the cohort size or to change the survey collection method. Once the scope of work has been finalized, an invoice will be sent to your institution.

CTE Outcomes Survey: Options for Survey Deployment

		OPTION 1: electronic + US mail (<u>1 wave</u>) (est. 15-25% response rate)	OPTION 2: electronic + US mail (<u>2 waves</u>) (est. 20-30% response rate)	OPTION 3: electronic + call center (est. 20-25% response rate)	OPTION 4: three modalities (electronic + US Mail [<u>1 wave</u>] + call center) (est. 25-35% response rate)	OPTION 5: three modalities are used (electronic + US Mail [<u>2 waves</u>] + call center) (est. 30-40% response rate)
	Estimated Cohort Size (completers + leavers)					
Golden West	2,103	\$4,000	\$6,000	\$4,500	\$7,500	\$9,000

Note:

1. Completer estimates are based on the total number of 6+ unit certificates awarded in the 09/10 academic year and an estimate of all vocationally TOP coded degrees awarded in 09/10
2. Leavers are estimated to be two times the number of completers (this is similar to the rate from other college-based CTE outcomes surveys)

Cost Details and Assumptions

1. For electronic survey/reminders: (assumption: all colleges will pursue this delivery mode)

Cost is est. labor for Specialist to deploy customized surveys, monitor responses, send reminders
\$0.13/survey Estimated time = 100 hours at \$30/hr + benefits at 33% (\$40/hour)= \$4,000 or ~ \$0.13

2. For US mail paper surveys (assuming individual colleges provide #10 envelopes for mailing):

Printing costs (labor, paper, printing) for customized 1 page double-sided paper survey: \$0.50
Costs for mailing house to fold,stuff,address,sort and mail each piece (including postage): \$0.35
Cost for printing postage-paid business reply envelope: \$0.25

\$1.10/mailed survey

Cost for return postage per piece: \$1.19

Cost for processing (scanning,&"scrubbing"):

60 surveys/hour, labor@\$40/hour including benefits: \$0.66

\$1.85/returned survey

3. For telephone surveys: (assumption: one-third of colleges will pursue this modality)

Set-up costs, to be shared equally by participating college/district: \$13,176

Estimated cost per actual response (including labor for all calls): \$12.50 per response

Institute for Social Research, CSU Sacramento provided pricing information

\$15/returned survey

4. For customized reports and custom college data file:

\$300/college Estimated time = 8 hours per college @\$37.5/hour: \$300

5. Overhead costs:

Statewide report: \$1,400

Statewide meeting to share results and refine process for future: \$4,600

\$700/college Initial statewide MIS data extraction by the CCCCCO: \$5,400

APPENDIX B: REQUIRED ITEMS FROM PARTICIPATING INSTITUTIONS

Required Data

Conduct a match with student records using SSN/SID and provide the following data fields:

- full first name
- full last name
- address
- city
- state
- ZIP
- e-mail 1
- e-mail 2
- phone 1
- phone 2

Suggested Data

For Leavers, program of study (more specific than the TOP-code based descriptor from the Chancellor's Office) because the specific local program name will have more relevance for students.

For Completers of non-Chancellor's Office approved certificates of 6+ units, local title of certificate (titles for approved awards will be provided by the Chancellor's Office). The specific local name of the certificate will have more relevance for students.

Required Non-data Items

1. A generic college e-mail address that will appear in the "from" line in the e-mail message launching the electronic survey (such as CTEsurvey@yourcollegename.edu), with this address set up to forward to the RP Group.
2. A sufficient number of college envelopes (regular letter size, #10) with a college logo in the return address for sending the paper survey via US mail.
3. Mail to the RP Group any postal surveys that are returned due to incorrect addresses.

Data Transfer

Following Chancellor's Office protocol, all data shall be transferred via a secure FTP server.

APPENDIX C: STUDENT COHORT

Completers

- in 09/10, earned a Vocational degree
- in 09/10, earned a Certificate of 6+ units

Leavers

Non-completers who in 09/10 met the CTEA "concentrator" criteria (successfully completed 12+ units in same 2-digit vocational TOP code SAM coded A-D, with at least one course SAM coded A-C, within the prior three years) and did not enroll in 10/11

**PROPERTY AND CASUALTY
CLAIMS ADMINISTRATION SERVICES AGREEMENT**

This **Property and Casualty Claims Administration Services Agreement** ("Agreement") is made and entered into by and between **Coast Community College District** ("Client") and **Keenan & Associates** ("Keenan"), as of **November 1, 2011** ("Effective Date"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

In consideration of the mutual obligations contained herein, the Parties agree as follows:

1. **TERM**

The term of this Agreement is from **November 1, 2011** through **October 31, 2014** ("Term") unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES**

A. Keenan shall provide Client with the services described in the attached Exhibits A that are checked below:

Exhibit A-1 – Administrative Services
Exhibit A-2 – Adjustment Services
Exhibit A-3 – Investigative Services
Exhibit A-4 – Additional Investigative Services



B. The Claims that are covered by this Agreement include all currently open claims and those accidents, incidents or claims reported to Keenan in writing on or after the effective date of this Agreement for which Client has financial responsibility as part of the coverage or insurance (the "Coverage") provided by the Insurance Policy or Memorandum of Coverage issued by **Statewide Association of Community Colleges**. Such claims shall be referred to hereafter as "Claims."

C. Keenan shall perform its obligations hereunder as an independent contractor and, except as specifically set forth in this Agreement, shall not be an employee, officer, agent or fiduciary of Client. Keenan shall be responsible for, and pay all of, its operating and personnel expenses.

D. Keenan's services are limited to the specific obligations described herein and Keenan is authorized to act on behalf of Client as expressly stated in this Agreement.

E. Keenan agrees to comply with all applicable State and Federal Laws that relate to the Coverage.



3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

- A. Client shall retain final authority and responsibility to approve the resolution of all Claims that are within the member retained limits and is responsible for all other aspects of the Coverage, except for the services to be provided by Keenan under this Agreement.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client certifies that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and Client shall remain liable for its accuracy.
- C. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.
- D. If a trust account is opened by Keenan on behalf of the Client, Client hereby agrees to fund such trust account and to maintain a minimum balance, during the Term of this Agreement, of at least an amount sufficient to ensure that there are sufficient funds available to pay all appropriate and properly submitted Claims. If Claims exceed the balance in the trust account Client shall be responsible for covering those Claims. Keenan agrees to notify the Client if there are any deficiencies in the minimum balance of the trust account when Claims exceed the account balance. All deficiencies in the minimum balances in the trust account are due and payable upon receipt of notice from Keenan. Client hereby agrees to provide funds to sufficiently fund the trust account in a timely manner. Keenan shall not, under any circumstances or occurrences, be responsible for funding any deficiencies in the trust account; nor, shall it be responsible for the payment of any appropriate and properly submitted Claims.
- E. Client acknowledges and agrees that Keenan will use its discretion in its role as Claims administrator. In such capacity, Keenan shall have no responsibility or liability for actions taken or payments approved, unless it shall be determined that Keenan acted negligently and willfully.
- F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the Claims Services.

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

- A. **Workers' Compensation:** Coverage in conformance with the laws of the State of California and applicable federal laws;
- B. **General Liability:** Coverage (including motor vehicle operation) with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Five Million Dollar (\$5,000,000) aggregate limit of liability; and
- C. **Errors and Omissions:** Coverage with a One Million Dollar (\$2,000,000) limit of liability for each occurrence and a Five Million Dollar (\$5,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. However, a party may be liable for damages that result from any gross negligence or intentional willful misconduct. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the

amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. **DISPUTE RESOLUTION**

- A. Disputes arising out of or relating to this Agreement, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representatives of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other arbitration procedures as may be agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers.
- B. Arbitration shall be before a single arbitrator in the County of Orange, California. The Arbitrator shall apply the Federal Arbitration Act and California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.
- C. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

9. **TERMINATION**

- A. This Agreement may be terminated upon the occurrence of any of the following events:
- i. By either party upon the dissolution or insolvency of either party;
 - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);

- iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or
 - iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party.
 - v. Either party shall have the right to terminate at any time without cause or penalty upon sixty (60) days prior written notice to the other party.
- B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all services rendered through the date of termination.
- C. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case, compensation shall be paid to Keenan on a monthly basis, under the then current rates.

10. **DISPOSITION OF FILES**

- A. All files on each Claim shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.
- B. In the event of the expiration or termination of this Agreement, Keenan shall return all files to Client unless Client requests Keenan to continue to process any file(s), which file(s) Keenan will continue to process on a fee basis as negotiated.

11. **SOLICITATION OF EMPLOYEES**

Throughout the term of this Agreement and for one year following the termination date, Client shall not, without Keenan's prior written approval, solicit or employ directly or indirectly (whether as an employee, consultant or otherwise, or for itself or a third party) any then-current Keenan employee, contractor or consultant who performed work for Client under this Agreement.

12. **MARKETING**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

13. **OTHER RELATIONSHIPS**

- A. Client also understands that Keenan or its affiliates may provide services for other entities that also participate in the same pool as Client and or maintain Coverage with Keenan for similar insurance needs and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the pool or providing other services for insurers or reinsurers that may provide coverage under the pool.
- B. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receives compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, reinsurance, obtaining other reinsurance coverage for Client, Claims administration, investigative services, financial processing and other related services.
- C. In the event a Claim is reported to Keenan and it is determined that the claimants or cross-complainants are also clients of Keenan to whom Keenan is also committed to serve by contract, Keenan shall notify the Client of the actual or potential conflict of interest. In such event, Client shall either waive the conflict or retain the services of another investigator/adjuster to administer the Claim, and Keenan shall assist the Client in obtaining such service.

14. **GENERAL**

- A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 14 shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.
- C. If any person or entity attempts to pursue any claim or remedy based upon or arising in any way out of this agreement, to the extent such claim or remedy is permitted, then such person or entity shall be bound by the terms of this Agreement.
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach.



- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.
- G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- H. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan & Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department
Fax: (310) 533-0573

- I. This Agreement may be executed in counterparts and by fax signatures.

- J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

<u>Coast Community College District</u>		<u>Keenan & Associates</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>		<u>By:</u>	Steven V. Moccardini
<u>Title:</u>		<u>Title:</u>	Vice President
<u>Address:</u>		<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200
			Torrance, CA 90501
<u>Telephone:</u>		<u>Telephone:</u>	(310) 212-0363 ext. 2624
<u>Fax:</u>		<u>Fax:</u>	(310) 212-0300
<u>Attention:</u>		<u>Attention:</u>	Greg Trapp

EXHIBIT A-1
ADMINISTRATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following administrative services:
 - A. Provide Client a tabulated Monthly Status Report on all active Claims, indicating the open or closed status of each reported Claim assigned to Keenan, the details of each Claim, the payments during the month and the reserve status.
 - B. If requested by Client, Keenan shall establish a trust account from which Claims that are within the member retained limits are paid. If an account has already been established on the Client's behalf, Keenan shall continue to maintain the account upon renewal of services. Keenan will provide transaction registers of all such expenditures. The Client will maintain a balance adequate to pay bills and expenditures, on a monthly basis from the account and will reimburse said account promptly on a monthly basis in the amount the account is depleted, as outlined in the Agreement.
 - C. Provide for the payment of Claims, according to the guidelines given by Client, to the extent that there are funds available in Client's trust account.



EXHIBIT A-2 ADJUSTMENT SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following adjustment services on each Claim:
 - A. The maintenance of a file on each Claim reported to Keenan.
 - B. Periodic review and adjustment of reserves on all open Claims.
 - C. Whenever investigation results in a determination that Client sustained a liability to a third party, Keenan shall process any such Claim for settlement in accordance with the Coverage and instructions and policies of Client presented to Keenan in writing.
 - D. Investigate, evaluate and adjust all Claims by a covered party in accordance with the terms of the Coverage.
 - E. Notification of Client's primary and excess coverage providers of all Claims, which exceed Client's retained limit and maintenance of liaison between the Coverage providers and the Client on matters affecting the adjustment of such Claims and seek reimbursements for loss in excess of retention or deductible.
 - F. Pursue and direct subrogation/third-party recovery against any party responsible or partially responsible for loss incurred by Client, in accordance with the terms of the "Memorandum of Coverage" or "Insurance Policy" and, if a recovery is successful, the reimbursement of any amounts (net of subrogation effort expenses) shall be made in inverse order, to the extent of each party's disbursement: first to the reinsurer; then to the pool where the Client is a member and then to the Client.
 - G. Recommendation of rejection of Claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.
 - H. Attempt to obtain Release Agreements on behalf of Client in connection with the settlement of Claims.
 - I. Retain defense and coverage counsel in accordance with approved guidelines for the Coverage. Files referred to counsel will be sent with the appropriate instructions to advise counsel of the steps which are being authorized. All legal bills are to be reviewed for the nature of the work performed and reasonableness of the time charged.



EXHIBIT A-3
INVESTIGATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following investigative services:
 - A. Receipt and examination of all reports of Claims.
 - B. Initiate investigation through in-house review of Claims, where the nature of the Claim warrants such investigation or when requested by Client; such investigation to include telephonic or written contact with claimant, witnesses, or employees of Client.
 - C. Provide a report to Client with the findings of such investigation and information regarding any potential for subrogation/third-party recovery.
 - D. Assignment to and monitoring of all experts, consultants and field investigators appropriate for the type of Claim presented.
2. Client shall make available to Keenan all employees of Client who are witnesses to an incident or accident or who have knowledge of the event or incident, which is the subject matter of a Claim. If possible, Client shall provide Keenan with photographs and engineering drawings or other descriptive material of all conditions of Client property which are alleged to be dangerous or that were damaged in the events which produced the Claim under investigation.



EXHIBIT A-4
ADDITIONAL INVESTIGATIVE SERVICES

1. If necessary to determine probable liability/damage or deny coverage of a Claim and if a third-party recovery is pursued, Keenan shall conduct additional investigation of such Claims, where the nature of the Claim warrants such investigation or when requested by Client as follows:
 - A. Additional Investigative Services shall include additional contact with claimant, witnesses, or employees of Client, and other additional investigative services, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of Keenan, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation (collectively, "Additional Investigative Services").
2. Keenan agrees to manage and monitor the activities of any such vendors involved in the potential recovery and to assist them in the provision of such services.
3. Client agrees to pay for the cost of Additional Investigative Services. The invoice for such services shall be due and payable upon presentation. Client acknowledges that Additional Investigative Services may be provided by independent third-party vendors or by employees or affiliates of Keenan; provided that the rates charged by Keenan employees or affiliates shall be at market rates.



EXHIBIT B COMPENSATION

1. In consideration for the services rendered under subsections Exhibits A, Client agrees to pay Keenan fees calculated as follows:

A. For the period November 1, 2011 through October 31, 2012

V.P./A.V.P./Claims Manager -	\$ 90.00 per hour
Senior Claims Examiner -	\$ 85.00 per hour
Claims Examiner -	\$ 75.00 per hour
Expenses -	42% of hourly billings
Minimum per file charge -	One hour
Annual Minimum fee	\$6,000.00
Annual Maximum fee	\$20,000.00

B. For the period November 1, 2012 through October 31, 2013

V.P./A.V.P./Claims Manager -	\$ 90.00per hour
Senior Claims Examiner -	\$ 85.00 per hour
Claims Examiner -	\$ 75.00 per hour
Expenses -	42% of hourly billings
Minimum per file charge -	One hour
Annual Minimum fee	\$6,000.00
Annual Maximum fee	TBD

C. For the period November 1, 2013 through October 31, 2014

V.P./A.V.P./Claims Manager -	\$ 90.00 per hour
Senior Claims Examiner -	\$ 85.00 per hour
Claims Examiner -	\$ 75.00 per hour
Expenses -	42% of hourly billings
Minimum per file charge -	One hour
Annual Minimum fee	\$6,000.00
Annual Maximum fee	TBD

2. The annual minimum fee is due and payable on July 1. Additional fees in excess of the annual minimum, if any, are due and payable quarterly upon presentation of the Keenan invoice. Fees in excess of the annual minimum will be determined and invoiced based upon the actual number of hours worked by Keenan.
3. Keenan's annual maximum service fees are based upon a member retained limit ("MRL") of \$5,000 for Property and \$50,000 for Liability. If at any time during the term of this Agreement the MRL is increased, Keenan's annual maximum fee all remaining contract years will be recalculated, taking into consideration the revised MRL. Keenan's revised fees will go into effect on the effective date of the revised MRL.



4. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue as of the date of Keenan's original invoice at the rate of (a) 1½ percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower. Keenan shall have the right to suspend its Services if any balance owed by Client is more than sixty (60) days late.



Services Agreement for the Key Employee & Executive Program (KEEP)

This Agreement is between Coast Community College District (hereinafter "Employer") and HighMark Administration & Consulting, a division of HighMark Group, LLC (hereinafter "Company"). This Agreement shall commence on 1/01/2012.

Program Description

(The following is a general description of the KEEP program. Each plan is customized for each Employer.)

The KEEP plan provides a set of tools to the Employer for offering certain retirement benefits to eligible employees. Such payments are often based on (but not limited to):

- Employer contribution to a retirement plan based on contractual arrangements
- Severance, incentive and/or separation buyout compensation
- Conversion of unused vacation days at the time of separation from service or upon accruing a specified number of days

By utilizing the KEEP plan, the Employer makes a contribution to the KEEP account of the participating employee and both parties save the payroll taxes that are normally due upon a payment issued through the normal payroll process. Employees will have the option to defer income taxes on these funds until such time that they withdrawal funds from the account. There is no cost to the Employer for these services.

Services

Company shall provide the following enrollment services to employees of the employer who qualify for the KEEP plan of the Employer:

- 1.1 Company shall coordinate with Employer regarding the eligibility designated employees of the Employer
- 1.2 Company shall be assist employees in properly completing enrollment forms for the KEEP plan
- 1.3 Company shall review all enrollment materials, submit them for processing, and oversee the account establishment for each employee eligible for the KEEP plan
- 1.4 Company shall assist employees in processing requests for partial or full distribution rollovers, beneficiary changes, including processing all needed forms to fulfill employee requests
- 1.5 HighMark Financial Solutions Group, the investment advisory division of HighMark Group, LLC shall oversee ongoing investment allocation and provide any and all advice regarding the investments of the KEEP account

General Provisions

- 2.1 **Term of Agreement.** This Agreement shall remain in force for three (3) years, at which time parties may decide to renew the Agreement at the end of the initial term, and at the conclusion of each renewal term. This Agreement may be terminated by either party with a thirty (30) day prior written notice
- 2.2 **Confidential Information.** In the course of carrying out the services under this Agreement, Company may receive confidential and personal information relating to Employer's employees. Company, its agents, employees and affiliates agrees to keep such information confidential and not to use such information beyond the purposes for which it was provided
- 2.3 **No Endorsement.** The Company agrees that nothing contained in this Agreement shall be interpreted as an endorsement by the Employer of Company, its employees and agents
- 2.4 **Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement
- 2.5 **Entire Agreement, Amendments and Modifications.** This Agreement constitutes the entire Agreement between Company and Employer with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing and signed acknowledgement by both parties
- 2.6 **Notices.** Any written notices required by the terms of this Agreement shall be sent by certified mail to the address listed below:
- a) Employer: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
- b) Company: HighMark Administration & Consulting
P.O. Box 3026
Dana Point, CA 92629
- 2.7 **Limitation of Authority to Act.** Neither Company nor Employer shall have any authority to incur any expense or obligation of any kind, in the name of or on behalf of the other party, without express written authority

2.8 Dispute Resolution. The Company and Employer specifically agree that all disputes between the parties arising directly or indirectly from the services performed under this Agreement shall be determined by binding arbitration, sharing such arbitration expense equally, to the full extent provided by law. The Parties agree that such arbitration shall be held in the State of California in the County of Orange, before a panel of three neutral arbitrators under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon an award of the arbitrators may be entered and enforced in any court having jurisdiction. The parties specifically waive the right to seek remedies in court, including the right to jury trial.

2.9 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California

For the Employer:

Signature

Printed Name

Title

Date

For the Company:

Signature

Printed Name

Title

Date

**LICENSE AGREEMENT BETWEEN
COAST COMMUNITY COLLEGE DISTRICT AND
MESA CONSOLIDATED WATER DISTRICT**

(Water Vending Machine Installation and Operation)

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2011 by and between the **Coast Community College District** ("College District"), a California community college district organized and operating pursuant to the provisions of California law, and the **Mesa Consolidated Water District** ("Mesa Water"), a county water district organized and operating pursuant to applicable provisions of the California Water Code. College District and Mesa Water may hereinafter be referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. College District provides community college educational services and facilities within the boundaries of the county of Orange, State of California, including the campus of Orange Coast College located at 2701 Fairview Road, Costa Mesa, California 92626 ("Campus").

B. Mesa Water is a public agency which provides various public water utility services to customers and businesses within its service boundaries which include the Campus.

C. Mesa Water has, and is, taking various actions involving public outreach, water use education and service to Mesa Water customers located within its boundaries.

D. Mesa Water desires to install and operate on the Campus a water vending machine to help meet drinking water needs to students, faculty and other persons present on the Campus and for use in supporting Mesa Water's community outreach and water use education purposes.

E. Mesa Water has requested the College District to enter into this Agreement for the purposes set forth herein.

F. College District desires to support Mesa Water's efforts by approving and entering into this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HERETO DO AGREE AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Grant of License and Conditions.

(a) The College District hereby grants to Mesa Water a license to install one (1) water vending machine at the location set forth in Attachment "A" to this Agreement upon the terms and conditions set forth herein. Attachment "A" is attached hereto and incorporated herein by this reference.

(b) The installation of the water vending machine shall be at Mesa Water's sole cost and expense.

(c) The College District may require the temporary or permanent relocation of the water vending machine, and related connecting facilities, in order to meet the facilities, maintenance, or other needs of the Campus operated by the College District. Any such permanent or temporary relocation shall be at Mesa Water's sole cost and expense. Notice of any such temporary or permanent relocation shall be provided by the College District to Mesa Water pursuant to Section 18 hereof and not less than thirty (30) days prior to the date required for such temporary or permanent relocation (unless Mesa Water shall agree to a shorter period of time). Any such required permanent or temporary relocation shall be limited to one (1) permanent or temporary relocation every twenty-four (24) months.

Section 3. Additional Installation Terms and Conditions.

(a) Mesa Water shall comply with any and all licensing or permitting requirements necessary for the installation and placement of the water vending machine pursuant to the license granted hereunder.

(b) Mesa Water is hereby granted permission to connect the water vending machine to the electrical systems or electrical access of College District, which connection or access shall be coordinated between College District and Mesa Water staff. The costs for electrical usage for the water vending machine while located on the Campus pursuant to this Agreement shall be the responsibility of the College District.

(c) Mesa Water is hereby granted permission to connect the water vending machine to the potable water systems or potable water access of College District, which connection or access shall be coordinated between College District and Mesa Water staff. The costs for potable water usage for the water vending machine while located on the Campus pursuant to this Agreement shall be the responsibility of the College District.

(d) Upon completion of installation of the water vending machine, the water vending machine shall not be relocated on the Campus other than as provided in Sections 2 and 6 hereof without the prior written consent of the College District.

Section 4. Ownership and Maintenance of Water Vending Machine.

(a) The water vending machine shall be purchased and owned by Mesa Water. The water vending machine shall at all times during the term of the License Agreement and thereafter remain the property of Mesa Water.

(b) Mesa Water shall maintain and repair the water vending machine at its sole cost and expense and assumes full responsibility for damage caused by neglect, vandalism or other cause. Mesa Water shall maintain the water vending machine in a good and orderly business condition. Any repairs or maintenance to the water vending machine shall be coordinated between College District staff and Mesa Water staff.

(c) Mesa Water may distribute information on or through the water vending machine subject to compliance with applicable College District informational distribution policies. Such information may include, but shall not be limited to, Mesa Water's logo, an information light bar, written handouts and similar and related types of informational distribution. Such information and distribution shall be limited to information or documentation relating to, or provided by, Mesa Water and no authorization herein is granted to provide advertisements or similar distributions for other entities without the College District's consent.

Section 5. Vending Machine Rates. The water vending machine shall dispense drinking water at a rate(s) to be set by Mesa Water. Mesa Water shall conform to all applicable water quality requirements for water provided or furnished through the water vending machine.

Section 6. Term and Termination.

(a) This Agreement shall have an initial term of five (5) years, commencing on the first day of the calendar month next following the date of this Agreement.

(b) The Parties may terminate this Agreement prior to expiration of its term by mutual written agreement of the Parties.

(c) Notwithstanding any provision herein to the contrary, either Party may terminate this Agreement by providing thirty (30) days written notice of such termination to the other Party hereto.

(d) Upon the termination of this Agreement, Mesa Water shall remove the Water Vending Machine from the Campus and return the utility connections to either their original condition or leave them in their then-existing condition(s) as may be agreed to by College District. Such actions shall be taken at Mesa Water's sole cost and expense.

Section 7. Insurance. Mesa Water shall, at all times during the term of this Agreement, keep in force a policy, or policies, of comprehensive general liability and automobile liability, or equivalent by way of self-insurance, providing coverage for personal injury, death and property damage in the minimum amount of [\$2,000,000] aggregate annual coverage. Mesa Water shall, at all times during the term of this Agreement, keep in force a policy, or policies, of Worker's Compensation Insurance, as shall be required by California law applicable to Mesa Water. Upon written request by the College District, Mesa Water shall, within 15 days of such request, provide written confirmation of such insurance to the College District.

Section 8. Indemnification by Mesa Water. Pursuant to Government Code Section 895.4, Mesa Water hereby assumes liability for, and hereby agrees to indemnify, defend, protect, save and hold harmless College District and College District's agents, employees, contractors, consultants, officers, directors and servants (referred to in the collective for purposes of this

Section) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements of legal counsel) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, College District and in any way relating to or arising out of (i) the performance, or non-performance, by Mesa Water, or its employees, directors, agents, contractors, consultants (referred to in the collective for purposes of this Section), of the duties, responsibilities and obligations of Mesa Water under the terms of this Agreement or as may arise by reason of any act, omission or error of Mesa Water made in the conduct of such duties, (ii) any damage, loss or injury which may result from the installation, operation or maintenance of the Water Vending Machine on the Campus, provided, however, that Mesa Water shall not be required to indemnify College District from or against College District's own negligence or willful misconduct. It is expressly understood that the provision for indemnification for reasonable attorneys' fees in this Agreement does not constitute a general provision for recovery of attorneys fees as costs of suit as provided for in California Civil Code Section 1717. The indemnities contained in this Section shall survive the termination of this Agreement. This indemnity provision shall not be construed as a limitation on any other liability which Mesa Water may otherwise have to College District.

Section 9. No Joint Venture, Partnership, Etc. Mesa Water and College District are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture, employment or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.

Section 10. No Third Party Beneficiaries. No person or entity other than the Parties shall be deemed or construed to be a beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the Parties, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 11. Force Majeure. The time within which either Party hereto shall be required to perform any act under this Agreement, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is unavoidably delayed by strikes, lockouts, Acts of God, governmental restrictions, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any government or regulatory body, war, civil disturbance, fire and unavoidable casualties hereto.

Section 11. Entire Agreement. This Agreement constitutes a single, integrated written contract which contains the sole and entire agreement and understanding of Mesa Water and College District with respect to the subject matter hereof and contains all covenants and agreements between Mesa Water and College District with respect to such matter. No covenants, agreements, representations, or warranties of any kind whatsoever, whether express or implied in fact, have been made by any Party to this Agreement, except as specifically set forth in this Agreement. All prior and contemporaneous discussions, negotiations and agreements as to such matters have been and are merged and integrated into, and are expressly superseded by, this Agreement.

Section 12. Construction of Agreement. This Agreement has been reviewed by legal counsel for Mesa Water and College District and shall be deemed for all purposes to have been jointly drafted by Mesa Water and College District. No presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. The language in all parts of this Agreement, in all cases, shall be construed as a whole and in accordance with its fair meaning and not strictly for or against any Party and consistent with the provisions hereof, in order to achieve the objectives of the Parties hereunder.

Section 13. Governing Laws.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14. Severability of Invalid Provisions. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto, individually and collectively hereby declare that it would have entered into this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof pursuant thereto irrespective of the fact that any one or more Sections, or paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 15. Captions. The captions to Sections used herein are for convenience purposes only and are not part of this Agreement.

Section 16. Exhibits. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

Section 17. Waiver. The failure of any Party hereto to insist on compliance within any of the terms, covenants or conditions of this Agreement by any other party hereto, shall not be deemed a waiver of such terms, covenants or conditions of this Agreement by such other Party, nor shall any waiver constitute a relinquishment of any other right or power for all or any other times.

Section 18. Notices. All notices or communications herein required or permitted to be given to the parties hereto shall be in writing and shall be deemed to have been sufficiently given or served for all purposes by being delivered or sent by telecopy or by being deposited, postage prepaid, in a post office letter box, addressed as follows:

If to the Mesa Water:

Mesa Consolidated Water District
1965 Placentia Avenue
Costa Mesa, California 92627
Attn: General Manager

If to the College District:

Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626
Attn: _____

Section 19. Limitation on transferability of Rights; Successors. Except as expressly provided in this Section 19, the Parties hereto expressly and specifically agree that the rights and terms of this Agreement shall not be assignable or transferable by either Mesa Water or College District without the express prior written consent of the other Party hereto. Any attempt to assign or transfer the provisions of this Agreement by either Party hereto (except as expressly noted herein), without the express prior written consent of the other Party shall be void. This Agreement shall be binding upon and inure to the benefit of the lawful successors of either Party hereto.

Section 20. Successor is Deemed Included in all References to Predecessor. Whenever in this Agreement any party is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the parties hereto shall bind and insure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 21. Amendments. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing signed by the authorized representative of each of the Parties hereto.

Section 22. Authority. The individual or those individuals signing this Agreement warrant and represent that said individual(s) have the power, authority and legal capacity to sign this Agreement on behalf of the Parties on whose behalf said individual(s) have signed.

Section 23. Execution In Several Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties hereto shall preserve undestroyed, shall together constitute but one and the same instrument.

[Remainder of page left blank.]

IN WITNESS WHEREOF, the parties have executed this License Agreement the day first hereinabove written.

COLLEGE DISTRICT:

COAST COMMUNITY COLLEGE DISTRICT

By: _____
Its: _____

MESA WATER:

MESA CONSOLIDATED WATER DISTRICT

By: _____

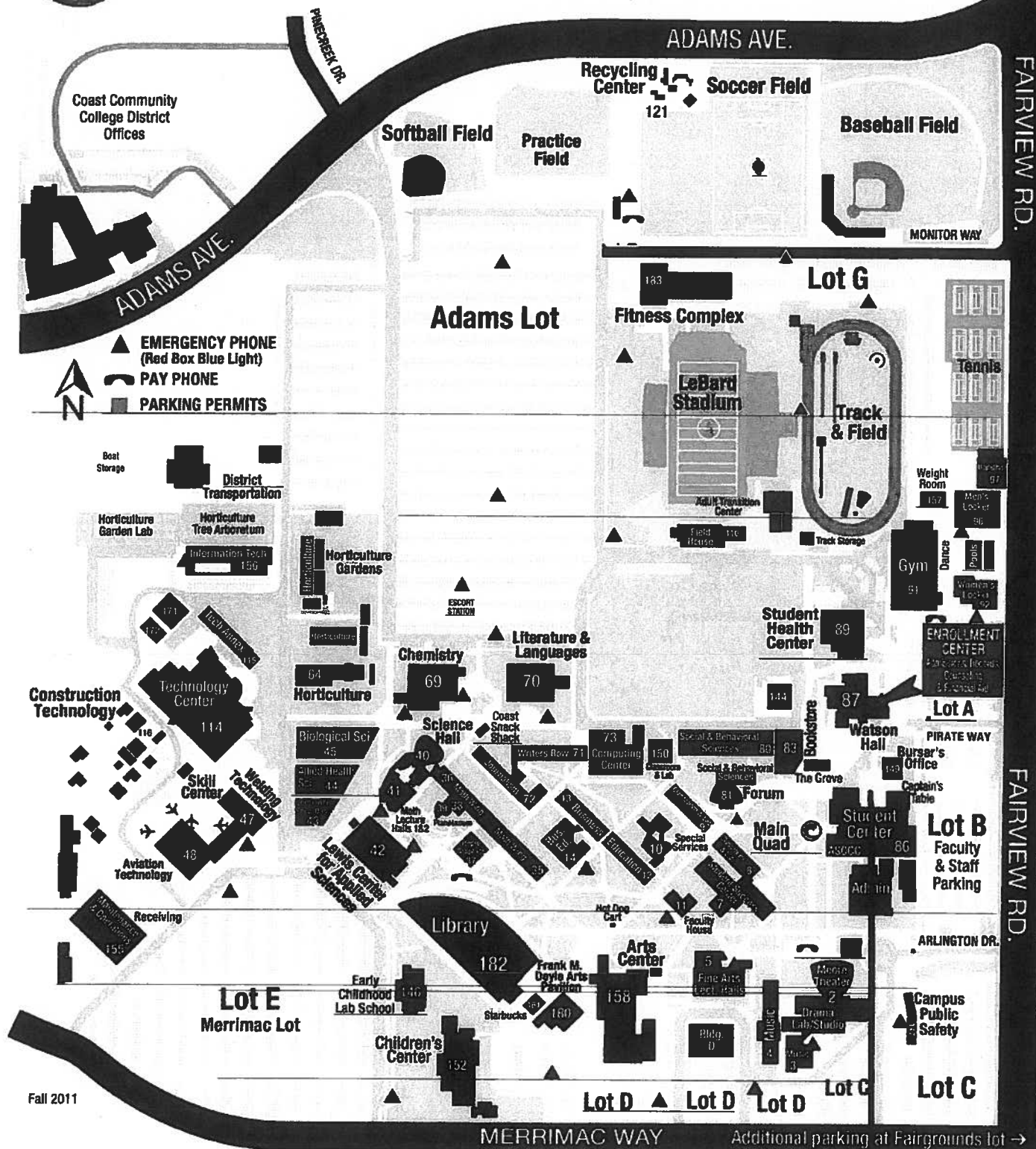
By: _____

ATTACHMENT "A"

Water Vending Machine Location and Utility Connection Description



Scan code with
your Smartphone
to download map



FAIRVIEW RD

FAIRVIEW RD

VENDING MACHINE

Subscription Form for EBSCOHOST Products (2012)

College Name: Orange Coast College

Fall 2010 FTE = 9755

Pricing is confidential between the consortium and the library. Circle the database(s) you wish to order. The contract term is for a period of January 1, 2012 to December 31, 2012.

Package Pricing:	Price	FTE or User Level
Premier Package	\$19,957	9755
California Premier Package	\$22,320	
Elite Package	\$17,880	> 2500 FTE
	\$13,702	< 2500 FTE

Individual Database Pricing		
Academic Search Elite	\$11,809	> 2500 FTE
	\$8,858	< 2500 FTE
America: History & Life with Full Text		
With a subscription to any Package - 6 simultaneous users	\$6,664	> 5000 FTE
Without a subscription to any Package - 6 simultaneous users	\$8,351	> 5000 FTE
With a subscription to any Package - 6 simultaneous users	\$2,854	< 5000 FTE
Without a subscription to any Package - 6 simultaneous users	\$3,577	< 5000 FTE
With a subscription to any Package - unlimited access	\$8,597	> 5000 FTE
Without a subscription to any Package - unlimited access	\$10,775	> 5000 FTE
With a subscription to any Package - unlimited access	\$4,772	< 5000 FTE
Without a subscription to any Package - unlimited access	\$5,980	< 5000 FTE
Auto Repair Reference Center	\$1,397	
Book Index with Reviews	\$1,048	
Business Source Premier	\$13,776	> 2500 FTE
	\$10,801	< 2500 FTE

Signature of person authorized to commit for purchase

President, Governing Board of Trustees
Coast Community College District

Name-signature

Title

Name-printed

Date

Primary contact from library:

Lori Cassidy

Name-printed
lcassidy@occ.cccd.edu

714-432-5885 x26170

Email address

Phone

Please complete and submit the subscription form to CCLC by fax (888-821-1564) by Nov. 18, 2011.

Attachment 10

EBSCO PUBLISHING LICENSE AGREEMENT

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Industries, Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's databases and services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean EBSCOhost, EBSCOhost Integrated Search, EBSCO's Discovery Service and related products to which Licensee has purchased a subscription. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

I. LICENSE

A. EBSCO hereby grants to the Licensee a nontransferable and non-exclusive right to use the databases and Services made available by EBSCO (the "Databases") according to the terms and conditions of this Agreement. The Databases and Services made available to Authorized Users are the subject of copyright protection, and the original copyright owner (EBSCO or its licensors) retains the ownership of the Database(s) and Services and all portions thereof. EBSCO does not transfer any ownership, and the Licensee and Sites may not reproduce, distribute, display, modify, transfer or transmit, in any form, or by any means, any Database or Service or any portion thereof without the prior written consent of EBSCO, except as specifically authorized in this Agreement.

B. The Licensee is authorized to provide on-site access through the Sites to the Databases and Services to any Authorized User. The Licensee may not post passwords to the Databases or Services on any publicly indexed websites. The Licensee and Sites are authorized to provide remote access to the Databases and Services only to their patrons as long as security procedures are undertaken that will prevent remote access by institutions, employees at non-subscribing institutions or individuals, that are not parties to this Agreement who are not expressly and specifically granted access by EBSCO. For the avoidance of doubt, if Licensee provides remote access to individuals on a broader scale than was contemplated at the inception of this Agreement then EBSCO may hold the Licensee in breach and suspend access to the Database(s) or Services. Remote access to the Databases or Services is permitted to patrons of subscribing institutions accessing from remote locations for personal, non-commercial use. However, remote access to the Databases or Services from non-subscribing institutions is not allowed if the purpose of the use is for commercial gain through cost reduction or avoidance for a non-subscribing institution. Remote access for personal use from these institutions is permissible.

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases or Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Database or Services as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Databases or Services or any of the content therein in any manner nor use same for sale or distribution. Licensee and Authorized Users may create printouts of materials retrieved through the Databases or Services via on-line printing, off-line printing, facsimile or electronic mail. All reproduction and distribution of such

printouts, and all downloading and electronic storage of materials retrieved through the Products shall be for internal or personal use. Downloading all or parts of the Databases or Services in a systematic or regular manner so as to create a collection of materials comprising all or part of the Databases or Services is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of "fair use" as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content. The Licensee shall take all reasonable precautions to limit the usage of the Database(s) or Services to those specifically authorized by this Agreement.

D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

F. The computer software utilized via EBSCO's service(s) is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this software, or any portion of it, is not allowed. User shall not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works from the software.

G. The Database(s) are not intended to replace Licensee's existing subscriptions to content available in the Database(s).

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

A. EBSCO and its licensors disclaim all warranties, express or implied, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. Neither EBSCO nor its licensors assume or authorize any other person to assume for EBSCO or its licensors any other liability in connection with the licensing of the Database(s) or the Services under this Agreement and/or its use thereof by the Licensee and Sites or Authorized Users.

B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE DATABASES OR SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS DO NOT APPLY ON THE EVENT OF DAMAGES DUE TO THE NEGLIGENCE OF OTHER WRONGDOING OF EBSCO.

C. Licensee is responsible for maintaining a valid license to the third party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third party resources without proper authorization.

D. EBSCO is not responsible if the third party resources accessible via the Services fail to operate properly or if the third party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and includes all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within 30 days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid

balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the Listing of Authorized Sites, Product(s) and Pricing identified in this Agreement pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Product(s). Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Stam, EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938, phone: 978-356-6500, fax: 978-356-5191, email: kstam@epnet.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO Publishing EBSCOhost LICENSE Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described here.

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

What is EBSCO's authorized user policy in regard to electronic reserves and transferring content to other libraries?

EBSCO Publishing does not have any intellectual property rights in the full text content included in the databases other than the right to include this content (articles, images, etc.) in the databases. The intellectual property rights in the content are controlled by the publisher. Users must abide by Copyright Act of 1976 as well as any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the products.

With regard to electronic reserves, it is OK for customers to use EBSCOhost content for electronic reserves as long as they comply with copyright law, the policy of the subscribing library, and the copyright statement within an individual record. Generally, it is acceptable to use one article per issue and to put it on electronic reserve for only one semester. Using more than one article per issue, or using an article for more than one semester, would require permission from the publisher.

With regard to course packs, customers may not use EBSCOhost content for course packs unless they first get permission from the publisher.

With regard to transferring articles to another library via an interlibrary loan (ILL), EBSCOhost products may be used for ILL unless ILL is specifically prohibited by the publisher in the copyright statement within an individual record.

JSTOR® INSTITUTIONAL PARTICIPATION AGREEMENT

Please type or print clearly:

Licensee (Institution) Name: Orange Coast College

Licensee Address: 2701 Fairview Rd

Agreement Date: 01/01/2012

LICENSEE CONTACT INFORMATION Please fill out the information below and ensure this information remains current by providing regular updates.

Licensee Primary Contact:

(responsible for overseeing participation)

Attn: Lori Cassidy

Address: 2701 Fairview Rd
Costa Mesa, CA 92626

Telephone: 714-432-5885 x26170

Facsimile: 714-432-6850

E-Mail: lcassidy@occ.cccd.edu

Licensee Technical Contact:

(responsible for providing authentication information)

Attn: Lori Cassidy

Address: 2701 Fairview Rd
Costa Mesa, CA 92626

Telephone: 714-432-5885 x26710

Facsimile: 714-432-6850

E-Mail: lcassidy@occ.cccd.edu

Licensee Billing/Invoicing Contact:

(if different from Primary Contact)

Attn: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

JSTOR CONTACT INFORMATION

Licensing Notice Contact:

(responsible for administering participation)

Attn: Outreach & Participation Services

JSTOR

149 Fifth Avenue, 8th Floor

New York, NY 10010

Telephone: 212-358-6400

Facsimile: 212-358-6499

Email: participation@jstor.org

JSTOR Legal Notice Contact:

Attn: Jason Phillips

Associate Director, Outreach & Participation Services

149 Fifth Avenue, 8th Floor

New York, NY 10010

Telephone: 212-358-6400

Facsimile: 212-358-6499

E-Mail: Jason.Phillips@ithaka.org

The parties agree to be bound by this Institutional Participation Agreement, including Schedules A and B to this Agreement, and the Terms and Conditions of Use, available at

<http://www.jstor.org/page/info/about/policies/terms.jsp> and incorporated by reference into this Agreement.

Please feel free to print out and append the Terms and Conditions of Use. Where applicable, this Agreement supersedes any and all prior agreements between the parties. Each party represents that it is authorized to execute and accept the terms of this document via electronic signature and that such signature shall be binding.

LICENSEE

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

JSTOR, a part of ITHAKA

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**SCHEDULE A-1
(FOR BACK ISSUES)**

COLLECTIONS, PAYMENT TERMS, AND TERM AND TERMINATION

Licensee: Orange Coast College
JSTOR Classification: Community College

Licensee wishes to participate in the JSTOR Collection(s) selected below. Licensee's participation shall be subject to the Institutional Participation Agreement, the Terms and Conditions of Use, available at <http://www.jstor.org/page/info/about/policies/terms.jsp>, and Licensee's payment of applicable fees. JSTOR shall make the Collections selected available online in digital form to Licensee and its Authorized Users within ten (10) days of when this Agreement is adequately completed, signed, and received by JSTOR and the Collection(s) selected are publicly available, provided, however, that appropriate authentication and authorization information shall have been provided to JSTOR.

Information concerning the content of the JSTOR Collections in the JSTOR Archive is available upon request to JSTOR or at <http://about.jstor.org/content-collections>.

Archive Capital Fee \$ 1,000

	Check to Select	Annual Access Fee
JSTOR Multidisciplinary and Discipline- Specific Collections		
Arts & Sciences I:	<input checked="" type="checkbox"/>	\$ 1500
Arts & Sciences II:	<input checked="" type="checkbox"/>	\$ 1000
Arts & Sciences III:	<input type="checkbox"/>	\$ _____
Arts & Sciences IV:	<input type="checkbox"/>	\$ _____
Arts & Sciences V:	<input type="checkbox"/>	\$ _____
Arts & Sciences VI:	<input type="checkbox"/>	\$ _____
Arts & Sciences VII:	<input type="checkbox"/>	\$ _____
Arts & Sciences VIII:	<input type="checkbox"/>	\$ _____
Arts & Sciences IX:	<input type="checkbox"/>	\$ _____
Biological Sciences:	<input type="checkbox"/>	\$ _____
Business I:	<input type="checkbox"/>	\$ _____
Business II:	<input type="checkbox"/>	\$ _____
Business III:	<input type="checkbox"/>	\$ _____
Ecology & Botany:	<input type="checkbox"/>	\$ _____
Health & General Sciences:	<input type="checkbox"/>	\$ _____
Ireland Collection:	<input type="checkbox"/>	\$ _____
Language & Literature:	<input type="checkbox"/>	\$ _____
Life Sciences:	<input type="checkbox"/>	\$ _____
Mathematics & Statistics:	<input type="checkbox"/>	\$ _____
Music:	<input type="checkbox"/>	\$ _____

Additional JSTOR Collections (optional):

**SCHEDULE A-1
(FOR BACK ISSUES)**

COLLECTIONS, PAYMENT TERMS, AND TERM AND TERMINATION

Licensee: Orange Coast College

JSTOR Classification: Community College

Licensee wishes to participate in the JSTOR Collection(s) selected below. Licensee's participation shall be subject to the Institutional Participation Agreement, the Terms and Conditions of Use, available at <http://www.jstor.org/page/info/about/policies/terms.jsp>, and Licensee's payment of applicable fees. JSTOR shall make the Collections selected available online in digital form to Licensee and its Authorized Users within ten (10) days of when this Agreement is adequately completed, signed, and received by JSTOR and the Collection(s) selected are publicly available, provided, however, that appropriate authentication and authorization information shall have been provided to JSTOR.

Information concerning the content of the JSTOR Collections in the JSTOR Archive is available upon request to JSTOR or at <http://about.jstor.org/content-collections>.

Archive Capital Fee \$ 1,000

	Check to Select	Annual Access Fee
JSTOR Multidisciplinary and Discipline- Specific Collections		
Arts & Sciences I:	<input checked="" type="checkbox"/>	\$ <u>1500</u>
Arts & Sciences II:	<input checked="" type="checkbox"/>	\$ <u>1000</u>
Arts & Sciences III:	<input type="checkbox"/>	\$ _____
Arts & Sciences IV:	<input type="checkbox"/>	\$ _____
Arts & Sciences V:	<input type="checkbox"/>	\$ _____
Arts & Sciences VI:	<input type="checkbox"/>	\$ _____
Arts & Sciences VII:	<input type="checkbox"/>	\$ _____
Arts & Sciences VIII:	<input type="checkbox"/>	\$ _____
Arts & Sciences IX:	<input type="checkbox"/>	\$ _____
Biological Sciences:	<input type="checkbox"/>	\$ _____
Business I:	<input type="checkbox"/>	\$ _____
Business II:	<input type="checkbox"/>	\$ _____
Business III:	<input type="checkbox"/>	\$ _____
Ecology & Botany:	<input type="checkbox"/>	\$ _____
Health & General Sciences:	<input type="checkbox"/>	\$ _____
Ireland Collection:	<input type="checkbox"/>	\$ _____
Language & Literature:	<input checked="" type="checkbox"/>	\$ <u>490</u>
Life Sciences:	<input type="checkbox"/>	\$ _____
Mathematics & Statistics:	<input type="checkbox"/>	\$ _____
Music:	<input type="checkbox"/>	\$ _____

Additional JSTOR Collections (optional):

19th Century British Pamphlets ☐ \$ _____

Network Participation Fee \$ 100 (if applicable):

Struggles for Freedom in Southern Africa: ☐ \$ _____

African Cultural Heritage Sites and Landscapes: ☐ \$ _____

JSTOR Plant Science: ☐ \$ _____

TOTAL: \$ 2500 2990 —

Licensee VAT Registration Number or sales tax exemption number (please provide tax exempt authorization document), if applicable: _____

Payment Terms

One-Time Fees

The Archive Capital Fee is one-time fee per Collection aimed at ensuring the long term preservation, upgrading, and enhancements of the scholarly materials in the JSTOR archive. The total Archive Capital Fee shall be due and payable thirty (30) days after the date of invoice.

Certain Collections may be supported by a Network Participation Fee, rather than an Archive Capital Fee, to be used for purposes broadly associated with facilitating access. In some cases, institutions may be eligible for savings on such fees. The total Network Participation Fees shall be due and payable thirty (30) days after the date of invoice.

Recurring Fee

The Annual Access Fee is a periodic payment covering Licensee's access to the JSTOR Archive. Licensee shall be invoiced for the total Annual Access Fee indicated above on or about the beginning of every calendar year during the initial and renewal terms of this Agreement. The above total Annual Access Fee for the first year shall be prorated to reflect the number of months remaining in the calendar year following the date access to the JSTOR Archive is established and shall be due and payable thirty (30) days after the date of invoice. The Annual Access Fees are subject to reasonable annual increases upon renewal of the Agreement.

General Terms

All payments provided for in this Agreement shall be paid in United States Dollars, in an amount to be calculated and established at the time payment is due such that after deduction for any taxes, assessments or charges levied, assessed or imposed which Licensee, JSTOR or any other party shall be required to pay or withhold in respect to or calculated with reference to such amount, the remainder actually received by, and due and payable to JSTOR shall be the amounts specified in this Agreement. Any payments made more than thirty (30) days after they are due and payable may be subject to a 10% annual interest charge, to the extent allowable, or termination of access. If applicable, Licensee shall provide to JSTOR its VAT registration number. If Licensee is unable to provide a VAT registration number, JSTOR reserves the right, at its sole discretion, to pass through to Licensee, in addition to the Archive Capital Fee(s) and the Annual Access Fee(s) noted above, the cost of VAT it may be obligated to collect in connection with this Agreement under applicable EU Directives.

Term and Termination

This Agreement shall continue in effect for three (3) years from the first day of the calendar year that follows the Agreement Date (the "Initial Term"), and assuming the availability of funding, will renew for successive one (1) year terms unless earlier terminated by either party by written notice not less than ninety (90) days prior to the end of the then-current term.

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if (a) JSTOR believes that Licensee has exceeded the scope of the License, or (b) any payment due JSTOR pursuant to Schedule A attached hereto has not been received, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to suspend or terminate the Agreement without further notice. In addition, JSTOR may terminate Licensee's access to the Archive immediately (a) if, in JSTOR's reasonable opinion, the cumulative effect of violations of the Terms and Conditions of Use by Authorized Users justifies such termination, or (b) upon Licensee's bankruptcy or change of ownership.

In recognition of the important archival function provided by JSTOR, should a Licensee terminate access to a JSTOR collection, it may resume access to that collection and all content subsequently added to that collection at any time through payment of only the Annual Access Fee. It would not need to re-pay the Archive Capital Fee or the Network Participation Fee. For further information about JSTOR's approach to archiving please see JSTOR's Terms and Conditions of Use, available at <http://www.jstor.org/page/info/about/policies/terms.jsp>

SCHEDULE B
AUTHENTICATION, AUTHORIZATION, PROXY SERVER, AND CAMPUS/SITE INFORMATION

Licensee: Orange Coast College

Please fill out the information below and ensure this information remains current by providing regular updates.

Multiple Campuses or Sites

If this license is to cover multiple campuses or sites, please list them below. Please be aware that the Licensee is generally understood to be a single institution, which may consist of multiple campuses or sites (such medical or other professional schools). JSTOR reserves the right at its discretion to assess additional fees or require separate Institutional Participation Agreements for certain campuses or sites or for distance education programs. In the case of a statewide university system consisting of multiple universities, each university typically would be considered a separate licensing institution.

IP Information (addresses or domain ranges for computers on your campus(es)):

This Agreement is intended to cover all departments and professional schools of Licensee identified above as of the date of this Agreement. Therefore, please include IP information covering the entire Licensee. IP address included should pertain only to Licensee. If IP information is not available upon completing this Agreement, JSTOR User Services staff will contact the Licensee Technical Contact listed on page 1 to obtain the information and initiate access. JSTOR reserves the right to delay access or cancel this Agreement if adequate IP information is not provided. Please attach a separate sheet if you need more space.

159.115.193.x - 159.115.254.x

207.233.82.254

Shibboleth Authentication Information, if applicable. *Please provide us with regular updates to this information*

Are you planning to access JSTOR through your institutional Shibboleth account?	Yes No <input checked="" type="checkbox"/>
If yes, which Federation (or Federations) is your institution a member of?	
Please list the campuses (if more than one) currently covered by your Identity Provider	

JSTOR User Services will contact the Licensee Technical Contact for additional Shibboleth configuration details

Proxy Server Information (Optional) *Please provide us with regular updates to this information*

Are you currently using a proxy server to provide access to restricted resources?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If yes, please provide the IP Information of the proxy server:	207.233.82.254
If yes, please also provide the URL of the webpage that offers information about how use the proxy: http://www.orangecoastcollege.edu/academics/library/Off-Campus+Access+Instructions.htm	
Do you have plans to use a proxy server or add additional proxy servers in the future?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Do you provide to users any other means of access to restricted resources from machines outside of your campus IP domain?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Form Sent Successfully – Network Verification



Thank you for contacting us.

The content summarized below has been sent to JSTOR staff for review.

Summary of your message:

Form	Network Verification
Courtesy Title	---
Name	Lori Cassidy
Email	lcassidy@occ.cccd.edu
Institution	Orange Coast College
Title	Online Services Librarian
Position/Academic Status	Librarian
Country	United States
Domain Name	orangecoastcollege.edu
IPs/IP Ranges	159.115.193.x – 159.115.254.x 207.233.82.254
Static or Dynamic	Not Sure
Shared IP Addresses	No
Proxy or Firewall	Yes
Proxy/Firewall IPs	207.233.82.254
Internet Service Provider	----
Additional Info	----

JSTOR is part of ITHAKA, a not-for-profit organization helping the academic community use digital technologies to preserve the scholarly record and to advance research and teaching in sustainable ways.

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Your access to JSTOR provided by Orange Coast College

Terms and Conditions of Use

Welcome to JSTOR.



JSTOR's integrated digital platform (the "JSTOR Platform") is a trusted digital repository providing for long-term preservation and access to leading academic journals and other scholarly materials from around the world. JSTOR is part of ITHAKA, a not-for-profit organization with a mission to help the scholarly community take advantage of advances in technology, and is supported by libraries, scholarly societies, publishers, and foundations.

JSTOR has provided Terms and Conditions for use of the service ("Terms and Conditions of Service") and its contents ("Content-Specific Terms and Conditions of Use") in order to establish guidelines for responsible usage, to protect the rights of authors and publishers, and to facilitate the archiving and dissemination of high-quality content for the long-run benefit of the scholarly community.

These Terms and Conditions of Service will apply to your use of JSTOR and by using JSTOR, you are agreeing to these Terms and Conditions of Service. In addition to these Terms and Conditions of Service, the Content-Specific Terms and Conditions of Use will apply depending on the content you are accessing through the JSTOR Platform. In the event of any contradiction between these Terms and Conditions of Service and any Content-Specific Terms and Conditions of Use, the Content-Specific Terms and Conditions of Use will take precedence in relation to the content that you're accessing.

Where applicable, these Terms and Conditions of Service apply to individuals and institutions accessing content through JSTOR and, where applicable, are subject to the agreement entered into between JSTOR and a user's affiliated institution, such as a user's college or university. If you have questions about your affiliated institution's participation agreement with JSTOR, please contact your librarian.

Please note that these Terms and Conditions of Use may vary depending on the Collection or Content you are accessing and/or whether your institution is subject to grant-related project terms.

Follow these links for additional Content-Specific Terms and Conditions of Use:

- For journal content (other than Early Journal Content, defined below) including articles and book reviews, and for manuscripts and monographs (i.e. scholarly essays);
- For "Data for Research" (defined below);
- For spatial/geographic information systems data;
- For Plant Specimens; and
- For Early Journal Content.

2. Authorized Users.

2.1 Your access to JSTOR may vary depending on the type of material you are accessing and whether you are affiliated with an institution that participates in JSTOR.

Access to content on JSTOR is available for "Authorized Users" meaning:

- (a) individuals who are affiliated with an Institutional Licensee, as defined below. This includes:

- i. for educational non-profit and for-profit Institutional Licensees (such as colleges, universities, and secondary schools): currently enrolled students (including distance education students); on an ad hoc basis, researchers affiliated and/or visiting under the terms of an agreement with the Institutional Licensee; full and part-time staff; and on-site users physically present on the Institutional Licensee's premises ("Walk-In Users");
 - ii. for museums; foundations; government agencies; corporate and for-profit organizations (other than for-profit educational organizations); and research center Institutional Licensees: full and part-time staff; on an ad hoc basis, researchers and lecturers affiliated and/or visiting under the terms of an agreement with the Institutional Licensee; and Walk-In Users;
 - iii. for public library Institutional Licensees: full and part-time staff; Walk-In Users; and off-site users accessing the Licensed Content through a sessions-based arrangement entered into between JSTOR and the library;
- (b) individual members of scholarly societies that have entered into an agreement with JSTOR for access to specific Content via the JSTOR Platform ("Individual Access"); and
- (c) other users of specified content agreed upon in writing by or on behalf of JSTOR, including users of (i) Data for Research; (ii) the Publisher Sales Service (a service through which JSTOR facilitates users' purchase of content from publishers); and (iii) individual researchers not affiliated with a JSTOR participating institution, publication, or scholarly society; and (iv) individual users of Early Journal Content.

2.2 "Institutional Licensee(s)" mean institution(s) that maintain(s) a valid Institutional Participation Agreement with JSTOR, available at <http://about.jstor.org/participate-jstor/libraries/participation-agreements>.

3. The Content.

3.1 "Content" means journal back issues (but not Early Journal Content as described below) and current issues as well as portions of such journals, including articles and book reviews; manuscripts and monographs (i.e. scholarly essays); "Data for Research" (defined below); spatial/geographic information systems ("GIS") data; plant specimens ("Specimens"); and journal content (as distinct from pamphlets, manuscripts, monographs or other content that has been published prior to 1923 in the United States or prior to 1870 if initially published internationally ("Early Journal Content"); and other materials made available by JSTOR.

3.2 "Data for Research" means data provided specifically for the purpose of textual extractions; describing and/or identifying content, usage, and operations; or cataloging information pertaining to the Content, to be used in research involving computational analysis rather than for purposes of understanding the intellectual meaning of such data.

3.3 "Licensed Content" means the Content for which an Authorized User's affiliated Institutional Licensee has entered into an Institutional Participation Agreement or other license agreement, or the Content available to an Authorized User through Individual Access, the Publisher Sales Service, or other programs. For more information about the JSTOR material licensed by your affiliated Institutional Licensee, please contact your librarian.

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Permitted Use of the Content depends on the type of content you are accessing. Please see the Content-Specific Terms and Conditions of Use for more information.

Prohibited Uses of the Content.

In addition to agreeing to any Content-Specific Terms and Conditions of Use, you agree that you will not:

- (a) use or authorize the use of the JSTOR Platform or Content for commercial purposes or gains, including charging a fee-for-service for the use of JSTOR beyond reasonable printing or administrative costs. For purposes of clarification, "commercial purposes or gains" shall not include research whose end-use is commercial in nature.
- (b) attempt to override, circumvent, or disable any encryption features or software protections employed in the JSTOR Platform;
- (c) undertake any activity such as computer programs that automatically download or export Content, commonly known as web robots, spiders, crawlers, wanderers or accelerators that may interfere with, disrupt or otherwise burden the JSTOR server(s) or any third-party server(s) being used or accessed in connection with JSTOR; or
- (d) make any use, display, performance, reproduction, or distribution that exceeds or violates these Terms and Conditions of Service and the Content-Specific Terms and Conditions of Use.

6. Responsibilities of Institutional Licensees.

6.1 Institutional Licensees shall make reasonable efforts to ensure that access to the Licensed Content is limited to Authorized Users and to protect the Licensed Content from unpermitted use. Institutional Licensees shall notify JSTOR of any such unpermitted use of which they learn or are notified and shall cooperate with JSTOR in resolving problems of unpermitted use. In the event of violation of these Terms and Conditions of Service or Content-Specific Terms and Conditions of Use by an Authorized User, (a) JSTOR may suspend or terminate, or, where practicable, request that Institutional Licensee suspend or terminate, such Authorized User's access to the Licensed Content; (b) JSTOR may suspend or terminate the access of the Internet Protocol ("IP") address(es) or other authorization and authentication mechanisms from which such unauthorized use occurred; and/or (c) JSTOR may request Institutional Licensee to consider the imposition of further reasonable restrictions on access to, and downloading and printing from, the JSTOR Platform. JSTOR shall make reasonable efforts to contact the Institutional Licensee prior to any suspension or termination of access and to restore access promptly following successful resolution of the matter.

6.2 Access to the Platform shall be controlled by JSTOR through the use of IP addresses, Shibboleth, and/or, at JSTOR's sole discretion, passwords or other methods. Institutional Licensees shall be responsible for issuing and terminating passwords within its control, verifying the status of Authorized Users, providing lists of valid passwords or sets of IP addresses to JSTOR if applicable, and updating such lists on a regular basis.

6.3 The JSTOR Platform is intended to be accessible by telecommunications links between JSTOR's storage locations and Institutional Licensees' or Authorized Users' workstations or devices approved in advance in writing by JSTOR. Institutional Licensees and/or Authorized Users are responsible for establishing and maintaining hardware and Internet access to provide access to, and to transmit, the JSTOR Platform to Authorized Users. Institutional Licensees

understand and agree that Internet browser software is required to access the JSTOR Platform. The Hardware and Software Requirements page available at <http://about.jstor.org/support-training/help/system-requirements> sets forth hardware platforms and browsing software required and/or recommended for accessing the JSTOR Platform. Institutional Licensees and Authorized Users understand and agree that from time to time the Content may be added to or modified by JSTOR, that portions of the Content may migrate to other formats, and that the terms of the Hardware and Software Requirements page may be updated in a manner consistent with evolving industry standards. Institutional Licensees and Authorized Users shall be responsible for all costs associated with the use of and with establishing access to the JSTOR Platform, including but not limited to any telecommunications or other charges imposed by carriers, proprietary network operators and Internet access providers, or licenses for browser software, if any, as well as for all costs associated with printing from the JSTOR Platform.

7. Responsibilities of Authorized Users.

7.1 You are responsible for maintaining the confidentiality and security of your username and/or password (if such are provided), and for all usage or activity by them of JSTOR. Except as permitted for certain Content, you may not provide access to JSTOR to anyone else, including by setting up an anonymous remailer for purposes of allowing access to JSTOR.

7.2 You promptly shall notify JSTOR and, where application, your affiliated Institutional Licensee, of any known or suspected unauthorized use(s) of your account or JSTOR, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure or use of your username, password, and/or IP address. Any use of JSTOR beyond the scope or in violation of these Terms and Conditions of Service or Content-Specific Terms and Conditions of Use, knowing use of any password or username of another, or any fraudulent, abusive, or otherwise illegal activity, may be grounds for termination of an your account, or termination of access to JSTOR from their IP address, without notice and at JSTOR's sole discretion.

7.3 Where you are able to submit material and/or post comments to JSTOR, you represent and warrant that you will not upload or otherwise publish through JSTOR any materials that: (a) are protected by copyright, or other proprietary or intellectual property rights; (b) are libelous, defamatory, obscene, pornographic, abusive, or invasive of another's privacy or hateful; or (c) contain a virus, spyware, or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact. You acknowledge and agree that any material that you submit or comment that you post may be edited, removed, modified, and/or published by JSTOR without notice. You agree to indemnify and hold JSTOR harmless from any and all liability and costs incurred in connection with any claim arising out of your breach of the foregoing representations and warranties. You will cooperate as fully as reasonably required in the defense of any claim. JSTOR reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

8. Intellectual Property Rights.

8.1 General Intellectual Property Rights. The JSTOR Platform and any trademarks, issued patents and patent applications, copyrights and copyright registrations and applications, rights in ideas, designs, works of authorship, derivative works, and all other intellectual property rights (collectively, "Intellectual Property") relating to the JSTOR Platform and its participating libraries, universities, publishers, scholarly societies, and journals are proprietary to JSTOR or, as applicable, the aforementioned entities, subject to the rights of third parties. Institutional Licensees and Authorized Users' use of JSTOR implies no rights to Intellectual Property except for the limited rights set forth in the Content-Specific Terms and Conditions of Use.

8.2 Trademarks. Neither JSTOR nor Institutional Licensee may use the other's name or trademark and Institutional

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10. Responsibilities of JSTOR.

10.1 JSTOR will use reasonable efforts to provide continuous availability of the JSTOR Platform subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of journals as they become available, and downtime related to equipment or services outside the control of JSTOR, including public or private telecommunications services or internet nodes or facilities ("Maintenance Downtime"). If JSTOR fails to provide online availability to the JSTOR Platform for more than 72 hours during any period of 30 consecutive calendar days Institutional Licensee may, upon written request, (a) be granted its choice of a refund or a credit of a prorated portion of its annual access fee for each 30-day period so affected or (b) terminate its agreement by providing written notice to JSTOR.

10.2 JSTOR will provide support to Institutional Licensees and Authorized Users in accordance with the terms set forth <http://about.jstor.org/user-support>.

10.3 JSTOR is committed to supporting and working with industry standards and best practices for online information delivery as these standards are developed. In furtherance of this commitment, JSTOR will use reasonable efforts to ensure that:

(a) Except as otherwise noted in the Content-Specific Terms and Conditions of Use, JSTOR Platform is compliant with Section 508 of the Rehabilitation Act and W3C WAI Priority 1 accessibility standards.

(b) the JSTOR Platform meets ANSI/NISO z39.88-2004 OpenURL standards;

(c) the JSTOR Platform is compatible with the NISO Metasearch XML Gateway (MXG) protocol in development, XML and SRU/SRW search interfaces; and it makes available to Institutional Licensees COUNTER-compliant usage statistics. Subject to constraints imposed by or in agreement with journal publishers, JSTOR will use reasonable efforts to ensure that the journals contained in the JSTOR Platform are complete and faithful reproductions of the print versions of such journals.

11. Warranty; Disclaimers.

11.1 Authorized Users recognize that JSTOR is an aggregator of third-party Content, not the creator of the Content. JSTOR represents and warrants under the laws of United States that to its knowledge use of the JSTOR Platform and Licensed Content by Authorized Users in accordance with the terms of this Agreement will not infringe the copyright of any third party. The foregoing will not apply, however, to modifications or derivative works of the Content created by Institutional Licensees, Authorized Users or by any third party, nor usage of the JSTOR Platform or Content by Institutional Licensees or Authorized Users in violation of these Terms and Conditions of Service or Content-Specific Terms and Conditions of Use. Please note that the foregoing further will not apply to certain Collections. See Content-Specific Terms and Conditions of Use for additional information.

11.2 JSTOR will not be liable, and Institutional Licensees and Authorized Users agree that they will not hold JSTOR liable for any loss, injury, claim, liability, damages, costs, and/or attorneys fees of any kind that result from the unavailability of the JSTOR Platform or Content, delays or interruption of the services provided hereunder, or arising out of or in connection with Institutional Licensee's or Authorized Users' use of the JSTOR Platform or Content in violation of these Terms and Conditions of Service and/or Content-Specific Terms and Conditions of Use. If the JSTOR Platform fails to operate in conformance with the terms of this Agreement, Institutional Licensee will immediately notify JSTOR, and, subject to Section 11.1 above, JSTOR's sole obligation will be to repair the nonconformity. In no event will JSTOR's liability to an Institutional Licensee exceed the fees paid to JSTOR by that Institutional Licensee for the term of the agreement then in effect. OTHER THAN ANY EXPRESS WARRANTIES STATED IN THIS SECTION 11, THE JSTOR PLATFORM, CONTENT, AND ACCESS SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, AND JSTOR AND ANY AND ALL THIRD PARTY CONTENT AND SOFTWARE PROVIDERS AND/OR LICENSORS ("CONTENT PROVIDERS") DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS OF ANY KIND (EXPRESS, IMPLIED, ORAL, OR WRITTEN) RELATING TO JSTOR, CONTENT, ACCESS SOFTWARE, OR ANY PARTS THEREOF, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. JSTOR AND ALL CONTENT PROVIDERS MAKE NO WARRANTIES WITH RESPECT TO ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM, EXCEPT THAT JSTOR WILL EXERCISE A REASONABLE LEVEL OF CARE TO PREVENT SUCH OCCURRENCES. JSTOR AND ALL CONTENT PROVIDERS FURTHER DISCLAIM ANY LIABILITY AND MAKE NO WARRANTIES WITH RESPECT TO ANY ERRORS OR OMISSIONS IN THE CONTENT, LIABILITY UNDER LIBEL LAWS, INFRINGEMENT OF RIGHTS OF PUBLICITY AND PRIVACY, MORAL RIGHTS, OR THE DISCLOSURE IN THE CONTENT OF CONFIDENTIAL INFORMATION AND FURTHER DISCLAIM ANY LIABILITY AND MAKE NO WARRANTY WITH RESPECT TO ANY CLAIMS AND/OR THREATENED CLAIMS (INCLUDING INTELLECTUAL PROPERTY RIGHTS CLAIMS AND/OR THREATENED CLAIMS) RELATING TO: LINKS BETWEEN THE JSTOR PLATFORM AND OTHER SITES AND/OR THE CONTENT ON SUCH LINKED SITES; ADAPTATIONS AND/OR MODIFICATIONS OF CONTENT; ANY AND ALL USES, REPRODUCTIONS, DISPLAYS, PERFORMANCES, AND DISTRIBUTIONS THAT EXCEED THE PERMITTED USES (WHETHER PERMITTED BY LAW OR OTHERWISE); AND/OR ANY USE(S), REPRODUCTIONS, DISPLAYS, PERFORMANCES, AND DISTRIBUTIONS MADE OF CONTENT (PRINTED OR EXPORTED) AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT AND/OR THE APPLICABLE INSTITUTIONAL PARTICIPATION AGREEMENT.

12. Withdrawing Content from JSTOR.

JSTOR may withdraw Content from JSTOR for good cause shown. JSTOR would endeavor, to the extent practicable, to minimize any inconvenience to Authorized Users caused by such withdrawal by, for example, seeking to withdraw Content only at the conclusion of an academic semester. However, should JSTOR be unable to avoid such inconvenience, JSTOR in no way will be held liable for the withdrawal of such Content from the JSTOR Platform. If JSTOR withdraws a material amount of Content, Institutional Licensee may, upon written request, (a) be granted its

choice of a refund or a credit of a prorated portion of its annual access fee for the Agreement then in effect or (b) terminate its agreement without penalty by providing written notice to JSTOR.

Privacy Policy.

Use of JSTOR indicates acceptance of JSTOR's Privacy Policy, available <http://www.jstor.org/page/info/about/policies/privacy.jsp> as it may be amended from time to time.

14. Force Majeure.

Neither JSTOR nor Institutional Licensees or Authorized Users will be liable for failures or delays in performing their obligations pursuant to this contract arising from any cause beyond their control, including but not limited to, act of God, acts of civil or military authority, terrorism, fires, strikes, lockouts or labour disputes, epidemics, wars, riots, earthquakes, storms, typhoons and floods and in the event of any such delay, the time for either party's performance will be extended for a period equal to the time lost by reason of the delay. If the conditions giving rise to the delay continue beyond thirty (30) consecutive days, either party may terminate its agreement with the other by giving written notice to the other party.

15. General.

15.1 These Terms and Conditions of Service and Content-Specific Terms and Conditions of Use are, where applicable, subject to and incorporated by reference into Institutional Licensees' Institutional Participation Agreements. In the event of any conflict between these Terms and Conditions of Use and the Institutional Participation Agreement applicable to an Institutional Licensee and/or Authorized User, the Institutional Participation Agreement will prevail. Please contact your librarian for further details concerning your Institutional Participation Agreement, if you are affiliated with an Institutional Licensee. Information identifying Institutional Licensees is available at <http://about.jstor.org/participate-jstor/participants>.

15.2 These Terms and Conditions of Service and Content-Specific Terms and Conditions of Use will be interpreted and construed according to United States Federal law, excluding any such laws or conventions that might direct the application of the laws of another jurisdiction, and venue will lie exclusively in the federal and state courts of the United States, excluding any such laws to the contrary.

15.3 If any provision or provisions of these Terms and Conditions of Service and Content-Specific Terms and Conditions of Use will be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions will not be in any way affected or impaired thereby. A waiver of any breach of these Terms and Conditions of Service and Content-Specific Terms and Conditions of Use will not be deemed a waiver of other breaches of these Terms and Conditions of Service and Content-Specific Terms and Conditions of Use.

15.4 The English language version of agreements with JSTOR will be controlling over any other version.

15.5 These Terms and Conditions of Service and Content-Specific Terms and Conditions of Use are for the sole benefit of the parties to these Terms and Conditions of Service and Content-Specific Terms and Conditions of Use and are not intended for the benefit of any third party. The parties expressly disclaim the creation of any third party beneficiary rights under these Terms and Conditions of Service and Content-Specific Terms and Conditions of Use.

15.6 These Terms and Conditions of Service and Content-Specific Terms and Conditions of Use Subject to Change. In

the interest of managing the evolving needs of Institutional Licensees, Authorized Users, and Content providers, JSTOR reserves the right to modify these Terms and Conditions, or any aspect of JSTOR, at any time. The most updated these terms and Conditions of Service and Content-Specific Terms and Conditions of Use will be posted on the JSTOR website. JSTOR will notify Institutional Licensees via email of material modifications. A modification will become effective for an Institutional Licensee if it does not object in writing to JSTOR within 60 (sixty) days from the time JSTOR emails notice of the modification. In the event of such an objection, the Institutional Licensee will have the right to terminate the Agreement on 30 (thirty) days written notice.

Last Updated on September 6, 2011

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**SPRINGER-VERLAG NEW YORK, LLC
SPRINGERLINK AGREEMENT TERMS
AND CONDITIONS**

These terms and conditions between Springer-Verlag New York, LLC., acting on behalf of the Springer group of companies and affiliates ("Springer") and the subscriber named on the cover sheet (the "Subscriber"), are entered into with respect to journals published by Springer (the "Journals") and subscribed to by Subscriber. These terms and conditions, the cover sheet and Schedule A are together referred to below as the "Agreement." For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Description of SpringerLink

SpringerLink ("SpringerLink") is an Internet-based service operated by Springer for the access by its subscribers of electronic versions of Journals, Books and Reference Works (electronic content). Access via SpringerLink may be made only at the Subscriber-controlled facilities listed on the cover sheet of this Agreement or via any duly authorized proxy server through which access is regulated by password and user-name protection or by such other security and use-tabulation procedures as Springer may reasonably prescribe from time to time. Access to electronic content via SpringerLink is expressly restricted to those Subscriber employees, faculty, staff and students officially affiliated with Subscriber, or other expressly authorized patrons who Subscriber reasonably believes will abide by the use restrictions set forth in this Agreement (each, an "Authorized User").

2. Subscription Options

By election set forth on the cover sheet of this Agreement, Subscriber shall have elected whether to subscribe for both the print and electronic versions of Journals or only the electronic versions.

3. Grant of Rights to Electronic Versions

Springer hereby grants Subscriber a limited, nonexclusive, nontransferable license to permit Authorized Users to access, retrieve, display, download and print electronic content via SpringerLink, each in reasonable quantities solely for scholarly, research, educational or personal uses. Expressly excepted from this grant, however, is the right to make multiple copies of a Journal in lieu of obtaining an appropriate number of additional subscriptions for that Journal and the right to make multiple copies of that Journal for use in a face-to-face or an electronic classroom or seminar setting. All rights not expressly granted to Subscriber are reserved by Springer.

4. Rights to Print Versions

In the event Subscriber shall have elected on the cover page of this Agreement to receive print versions of Journals set forth in Schedule A, the terms and conditions of those print-

version subscriptions shall be as set forth elsewhere. However, the material breach by Subscriber or any Authorized User of any right or obligations under any print-version subscription form or agreement shall be deemed a material breach of this Agreement as to the affected Journal.

5. Technical Requirements and Network Security

(a) Springer shall provide electronic content in data formats that are supported by the HTTP Internet protocol. Springer reserves the right to change technical requirements at any time. Subscriber will be notified of changes by a posting on SpringerLink. On the cover sheet of this Agreement, Subscriber is providing the complete technical requirements for its electronic network (the "Network").

(b) Subscriber shall provide sufficient security protection for its Network to prevent unauthorized access to the Journals and to prevent Authorized Users or others from breaching this Agreement or violating applicable law. Without limitation to that obligation, Subscriber shall monitor access to electronic content and the use of them for compliance with this Agreement and with applicable law. Subscriber shall notify Publisher in writing of any breach of this Agreement or violation of applicable law and shall take prompt corrective action. In the event of any such breach or violation, Springer may take any action provided by law to protect its interests and those of any affected third parties (such as authors), and Subscriber shall reasonably cooperate.

6. Term

This Agreement shall become effective upon execution by Subscriber and acceptance by Springer and shall remain in effect until terminated by either party in accordance with its terms. However, any print-version subscriptions shall continue for the duration of their respective subscription terms.

7. Suspension and Termination

(a) At its election, Springer may temporarily suspend the rights to SpringerLink of either Subscriber or of an Authorized User of Subscriber on Springer's belief or suspicion that Subscriber or that Authorized User shall have breached the terms of this Agreement in any way. Springer may restore access to SpringerLink upon a showing by Subscriber, to Springer's reasonable satisfaction, that the breach shall have been corrected.

(b) Except as expressly provided in this Agreement, Springer may terminate this Agreement at any time in the event that a material breach by Subscriber shall not have been cured within thirty (30) days following notice of that material breach by Springer. By way of example only, a material breach shall be the failure to pay any sums when due; any attempt to route around, tamper with, or disable, any electronic-protection, security or use-tabulation device, software or system; or the use of SpringerLink or Journals

accessed via SpringerLink in a manner contrary to this Agreement or applicable law. However, at any time, Springer may terminate this Agreement as to any Journal that it shall cease to publish or as to SpringerLink in its entirety in the event that it shall cease to operate or maintain SpringerLink. In the event that Subscriber shall then have paid any subscription fees regarding the electronic version of that discontinued Journal or an annual fee for access to SpringerLink, as the case may be, Springer shall provide Subscriber with a reasonable and appropriate refund.

(c) Subscriber may terminate this Agreement at any time and without cause by sending written notice to Springer. However, except as expressly provided in this Agreement, Springer shall not refund any fees unless Subscriber shall show, to Springer's reasonable satisfaction, that Subscriber's termination shall have been the result of a material failure in performance by SpringerLink; in which event, Springer shall provide Subscriber with a reasonable and appropriate refund.

(d) Termination shall not affect (i) the liability of either party for breach of this Agreement, or (ii) any Subscriber representations, warranties or indemnities, each of which shall survive the suspension or termination of this Agreement.

8. Subscription Rates, Fees and Taxes

The cover sheet sets forth the agreement between the parties as to subscription rates and fees. Subscriber agrees to pay all sales, use, value-added, personal property, or other taxes.

9. Copyrights

Unless otherwise stated in writing by Springer, all content accessible on SpringerLink is protected by copyright; at all times, it must be treated and protected as copyrighted material by Subscriber and Authorized Users. At each location at which Authorized Users may access any Journal, Subscriber shall place prominent notice informing Authorized Users of their obligation to abide by applicable law.

10. Failure of Performance

Springer shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failures of systems performance. Springer shall use commercially reasonable efforts to correct any material systems performance problem and may suspend systems performance pending completion of any correction.

11. Official Version of Record

In the event of any discrepancy between the print and electronic versions by any Journal, the print version shall be the official version of record.

12. Representations and Warranties

(a) Springer represents and warrants that it has the authority to enter into this Agreement and to perform its obligations under it.

(b) Subscriber represents and warrants that it has the authority to enter into this Agreement and to perform its obligations under it, and that it shall at all times materially comply with its obligations and duties under this Agreement.

13. Limitation of Liability and Disclaimer of Warranties

(a) THE USE OF SPRINGERLINK IS AT SUBSCRIBER'S SOLE RISK. NEITHER SPRINGER NOR ANY OF ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, PARENT OR SUBSIDIARY ENTITIES, AFFILIATES, AGENTS NOR ANY THIRD-PARTY CONTENT PROVIDERS (COLLECTIVELY, INCLUDING SPRINGER, THE "SPRINGER-VERLAG AFFILIATES") REPRESENTS OR WARRANTS THAT SPRINGERLINK WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE. THE SPRINGER AFFILIATES DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SPRINGERLINK SOFTWARE OR SPRINGERLINK, OR AS TO THE ACCURACY, RELIABILITY OR COMPLETENESS OF SPRINGERLINK OR ANY CONTENT. EXCEPT TO THE EXTENT PROHIBITED BYLAW, SPRINGERLINK, THE SPRINGERLINK SOFTWARE AND ALL CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION GIVEN BY A SPRINGER AFFILIATE SHALL CREATE A WARRANTY. EXCEPT IF DUE TO THE NEGLIGENCE OR OTHER WRONGDOING OF SPRINGER, SHALL ANY SPRINGER AFFILIATE, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, MAINTAINING OR DISTRIBUTING SPRINGERLINK OR THE SPRINGERLINK SOFTWARE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT MIGHT RESULT FROM THE USE OF, OR INABILITY TO USE, SPRINGERLINK OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF MATERIAL, ERRORS, DEFECTS, VIRUSES, "TROJAN HORSES," DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SPRINGER PROGRAMS OR SERVICES.

Without limitation to the foregoing, in no event shall the total liability of the Springer Affiliates for all damages, losses and causes of action whether in contract, tort, including

negligence, or otherwise, either jointly or severally, exceed in total the dollar amount paid by Subscriber to Springer under this Agreement for electronic versions of Journals in the twelve (12) months prior to the claimed damage or loss.

(b) Subscriber shall not be liable to Springer for any action or inaction of any Authorized User that would constitute a breach of this Agreement as long as Subscriber shall not have (i) intentionally assisted or encouraged such action or inaction, (ii) failed to stop any such action or inaction after having actual notice of it, or (iii) breached any of its other obligations under this Agreement.

(c) Subscriber hereby indemnifies, holds harmless and shall defend Springer and all Springer Affiliates from and against any claims and expenses, including reasonable attorneys' fees and disbursements, related to any third-party claims, suits, actions judgments, orders or decrees arising out of any breach by Subscriber of this Agreement.

14. Miscellaneous

Springer reserves the right to collect and distribute demographic data about Subscriber and its Authorized Users, but it shall not distribute any information that would identify Subscriber or any Authorized User without the prior permission of Subscriber or that Authorized User, as the case may be. This Agreement constitutes the entire agreement between the parties as to its subject matter, other than payment by Subscriber. In the event of a conflict between this Agreement and the provisions of any subsequent documentation from Subscriber to Springer (including, without limitation, any purchase order or subscription order), this Agreement shall control unless Springer shall otherwise expressly so state in writing. This Agreement shall be governed by, and construed in accordance with, the laws of the state of California, without regard to its conflict of laws principles. Any action arising from this Agreement shall be brought and maintained solely in the state or federal courts in Orange County. If any provision is found to be invalid or unenforceable by any court having competent jurisdiction, the invalidity or unenforceability of that provision shall not affect the validity of the remaining provisions. Section headings are for convenience only and shall not be utilized in the interpretation of this Agreement. Payment obligations, representations and warranties shall survive the suspension, expiration or early termination of this Agreement. Any provision may only be amended or waived in writing between the parties. No failure or delay by any party in exercising any right, power or privilege shall operate as a waiver, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or any other. Subscriber shall not assign any of its rights, or delegate any of its obligations, to any other person without the prior written consent of Springer. This Agreement may be executed in counterparts and by facsimile transmission.



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1-800-748-0975
Fax 805-277-9625

Application Hosting Agreement

THIS APPLICATION HOSTING AGREEMENT ("Agreement") is made and entered into on this 14th day of December, 2011 (the "Effective Date") by and between Coast Community College District, a California educational district ("Client") and Comevo LLC, a California limited liability company ("Comevo").

WHEREAS, Comevo provides hosting of the Online Orientation ("Application") to make such Application accessible by users who are browsing on the Internet.

WHEREAS, Comevo maintains servers, software, and other equipment necessary to provide Application hosting services.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties as set forth in this Agreement, the parties hereby agree as follows:

1. Provision of Application Hosting Services

For the entire term of this Agreement, subject to the terms and conditions set forth in this Agreement, Comevo hereby agrees to provide the non-exclusive use of the Application hosting services (the "Hosting Services") to the Client described in Exhibit "A" pursuant to this Agreement and the following:

1.1 Availability: Provide access via the Internet to users of Application, with such access being provided approximately 24 hours per day, with significant downtime only for normal or catastrophic maintenance, hardware or communication problems, replacement or upgrading of system components, normal power outages, and other usual and unusual factors, including but not limited to any acts of federal, state, or local governmental authority, fires, floods, or other natural disasters, strikes or labor unrest, terrorism or acts of war, degradation of telecommunications services, severe weather conditions, or any other matters that are beyond Comevo's control that may affect downtime and which are not created by the gross negligence of Comevo. Wherever possible, Comevo will communicate expected downtimes to Client in advance. In the event of a catastrophic disruption of equipment or accessibility Comevo will use best efforts to relocate Application and related data to an appropriate service provider within one week.

1.2 Unexpected Downtime Credit: Despite the efforts of Comevo, functionality of the Client site may decrease from time to time, and may become partially or completely unavailable. In such event, if outside the scope of downtime described in 1.1, Comevo will work to restore the Client site to its normal operating functionality as rapidly as possible. If functionality of the Client site is impaired to any degree that makes the overall site materially unavailable, the duration of such unavailability shall be considered "downtime." Subject to Section 1.1 above, upon request of Client and validation by Comevo, Client will accrue one day of credit for each hour of downtime. Credit shall be applied to the next statement.

1.3 Contingency/Backup: Comevo will perform and retain onsite and offsite backups of the Application and all associated data files daily and following any significant changes that are made to the Application.

1.4 Security/Privacy: Application content maintenance access is limited to users with valid username/password. Data entered and displayed on the Application may be secured, at the Client's discretion, using standard SSL encryption. Data stored on Comevo servers is secured against unauthorized access using appropriate firewalls and password protection.

2. Fees and Payment

2.1 Set-up Fee: Client shall pay a one-time, non-refundable set-up fee according to attached Exhibit "B" upon execution of this Agreement.

2.2 Recurring Hosting and Maintenance Fee: In exchange for the Hosting Services to be provided by the Comevo pursuant to the terms of this Agreement, Client shall pay a recurring hosting and maintenance fee as set forth in Exhibit "B". Client shall pay all charges owed under this Agreement within 60 days of the date of invoice ("Due Date"). Client shall pay interest on overdue payments at the rate of 1.5% per month or the maximum-rate allowable by law, whichever is greater. If Client does not pay an invoice within 15 days of Due Date, Comevo reserves the right to disconnect Hosting Services. As a reasonable estimate of Comevo's actual damages, Client agrees to pay a fifty dollar (\$50.00) service fee on any checks returned by Client's bank.

2.3 Additional Charges: The Hosting and Maintenance Fee shall be solely for the Hosting Services described in this Agreement and shall not pertain to any other services that Comevo may provide to the Client, including but not limited to application development and enhancements, marketing, search engine placement, advertising, or any other service. Any additional charges must be agreed upon in advance and in writing (email acknowledgement is acceptable). Any follow-up or additional work not described in Exhibit "A" shall be performed on a time and materials basis at Comevo's then-current hourly rates, which as of the date of this Agreement are specified in Exhibit "B". Client shall pay Comevo for the follow-up, additional work, and Comevo's actual out-of-pocket expenses as reasonably incurred by Comevo. Comevo agrees to provide Client with such receipts and records as may be reasonably requested by Client.

2.4 Dispute Resolution: Upon disputing any charges, Client shall: (i) pay all undisputed charges by the Due Date; (ii) present by the Due Date a written statement of amounts disputed in good faith in reasonable detail with supporting documentation; and, (iii) negotiate in good faith to resolve any bona fide dispute within sixty (60) calendar days from the Due Date. Disputed charges resolved in favor of Comevo, with a Late Fee, are due and payable within thirty (30) calendar days of Comevo's written notice denying the dispute. Disputed charges resolved in favor of Client will be credited to Client beginning on the following month's billing cycle until paid in full and no late fees shall apply.

2.5 Fee Adjustments: Comevo may revise the rates for Hosting Services and hourly rates from time to time upon mutual agreement of the parties.

3. Representations and Warranties of Client

3.1 Client represents and warrants to Comevo that: (a) Client owns or has the right to use all content contained in the Application, including but not limited to all text, graphics, images, formats, characters, icons, information, data and logos; (b) the use, reproduction, distribution, and transmission of the Application, or any information or materials contained in it, on and from Comevo's server computer does not: (i) infringe or misappropriate any copyright, patent, trademark, trade secret, or any other proprietary rights of a third party; (ii) violate any criminal laws; (iii) constitute false advertising, unfair competition, defamation, an invasion of privacy, violate a right of publicity, or violate any other federal, state or local law or regulation.

3.2 Client acknowledges the terms of the Digital Millennium Act of 1998 and the obligations on the part of Comevo in the event of a notice from any third party that the Application infringes upon the rights of any third party. Client consents to the Comevo following the procedures outlined in the Act in the event of a claimed infringement. Client understands and agrees that Comevo's compliance with the Act may result in the Application being taken off line. Client indemnifies and holds the Comevo harmless from and against any and all damages that may result from the Comevo's good faith compliance with the terms of the Act.

3.3 Client shall not copy, use, or disclose any of Comevo's Confidential Information except as reasonably required to perform its duties hereunder, and shall only disclose such information to those employees, subcontractors, and agents that have a "need to know" such information to perform their duties. For purposes of this Agreement, "Confidential Information" shall mean any competitively sensitive or secret business, marketing, or technical information of either party. Confidential Information shall not include, however, information that is: (1) generally known to the public or readily ascertainable from public sources (other than as a result of a breach of confidentiality); (2) independently developed without reference to or reliance on any Confidential Information of

Comevo, as demonstrated by written records (which shall be provided upon request); or (3) obtained by Client from an independent third party who has created or acquired such information without reference to or reliance on Confidential Information of Comevo, as demonstrated by written records (which shall be provided upon request).

4. Content and Data

4.1 Removal of Unacceptable Content: Comevo has the right to monitor the Application use by Client, and in its sole discretion to remove any content that Comevo finds objectionable for any reason, with reasonable prior notice to Client.

4.2 Proprietary Content: Except for the non-exclusive licenses granted herein, Client has no right, title or interest in or to the Application or any related content. Client agrees that Comevo or its licensors retain all proprietary right, title and interest, including copyright and all other intellectual property rights, in and to the Application and related content, including, without limitation, text, images, and other multimedia data.

5. Limitations of Warranties and Liability

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMEVO DISCLAIMS ANY AND ALL EXPRESS WARRANTIES. EXCEPT IN THE EVENT OF DAMAGES CAUSED BY COMEVO'S NEGLIGENCE OR OTHER WRONGDOING, COMEVO WILL NOT BE LIABLE FOR ANY LOSS OF BUSINESS OR PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SIMILAR DAMAGES, OR, OTHER THAN AS SET FORTH IN THIS AGREEMENT, FOR CLAIMS OF DAMAGES MADE BY ANY THIRD PARTY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL COMEVO'S LIABILITY EXCEED THE TOTAL ACTUALLY PAID BY CLIENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, AS DEFINED IN THIS AGREEMENT.

6. Indemnification

Except in the event of claims based on Comevo's negligence or other wrongdoing, Client is solely responsible for any liability arising out of or related to the use of the Application. This indemnification agreement will survive termination of this Agreement. Client agrees to indemnify and hold harmless Comevo and its agents, affiliates, successors, and assigns from and against any and all liabilities, losses, damages, costs, and expenses, including reasonable attorney fees and experts' fees, associated with any claim or action (whether or not any action or administrative proceeding is actually filed) against Comevo and its agents, affiliates, successors, and assigns related to or arising out of the use, operation, condition, or content of Client's Application, any Web page, website, or other Internet graphical or non-graphical interface; any use of Internet facilities conducted or permitted by Client; the conduct of any business, advertising, marketing or sales in connection therewith; Client's breach of its warranties under this Agreement, and any negligent or illegal act or omission of Client or any of its agents, contractors, servants, employees, or other users or accesses.

Comevo shall promptly notify Client of any such claim, shall provide reasonable assistance in connection with the defense and/or settlement thereof, and shall permit Client to control the defense and/or settlement thereof. If notified of any allegedly infringing, defamatory, damaging, obscene, illegal, or offensive use or activity, Comevo may (but shall not be required to) investigate the allegation, or refer it to Client or a third party for investigation, and Comevo reserves the right to remove or request the removal of the applicable content from the Application, any Web page or any other text or item linked to the Internet. If Client refuses such request, Comevo may, at its option and immediately remove the subject Web page or other text or item from the Internet, suspend the Hosting Services provided hereunder, or terminate this Agreement. Comevo shall not be liable for any damages incurred by Client as a result of such action.

7. Term and Termination

7.1 Term: This Agreement will take effect on the Effective Date and remain in effect for a period of 1 (one) year, unless sooner terminated pursuant to the terms hereof.

7.2 Renewal: At the end of the Term of this Agreement, as specified above, this Agreement may be renewed in writing, on a year-to-year basis, at Comevo's then current Hosting Services prices, until the Agreement is terminated by either party giving the other at least 30 days prior written notice of its intent to terminate.

7.3 Termination: Either Party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the other party. Termination of this Agreement by Client prior to the end of the term hereof shall not affect the obligation of the Client to continue to pay the entire hosting fee hereunder through the entire term hereof.

7.4 Effect of Termination: Upon any termination of this Agreement both parties will immediately destroy or erase any proprietary content or data as requested. A confirmation of such removal may also be requested by signing and returning an "affidavit of destruction" detailing what and how such content and data were erased.

8. Miscellaneous

8.1 The relationship of Comevo and Client established by this Agreement is solely that of independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

8.2 This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party to be bound.

8.3 Performance of this Agreement by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. Such acts or causes shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, governmental regulations superimposed after the fact, earthquakes, or other catastrophes. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

8.4 This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

8.5 If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

8.6 This Agreement, including all Exhibits, Schedules, Appendices, and Attachments, contains the entire agreement of the Parties relating to the rights granted and obligations assumed herein. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be charged.

8.7 The parties hereby irrevocably submit to the jurisdiction of any California court sitting in Orange County, over any suit, action or proceeding (including arbitration) arising out of or relating to this Agreement; and the parties consent to Orange County as the venue for any such suit, action or proceeding (including any arbitration) and irrevocably waive to the fullest extent permitted by law, any objection to such venue as being an inconvenient forum.

8.8 In any action brought under this Agreement, the prevailing party shall be entitled to recover its actual costs and attorney fees and all other litigation costs, including expert witness fees, and all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The

provisions of the preceding sentence shall be severable from the provisions of this Agreement and shall survive the entry of any such judgment.

8.9 As used in this Agreement, the following terms shall have the meanings ascribed to them below:

8.9.1 The term "Browser" refers to a program used to provide interactive, graphical access to sites on the World Wide Web.

8.9.2 The term "Internet" refers to the global network of computers using the TCP/IP protocol for communication.

8.9.3 The term "Web" refers to the World Wide Web. The Web is a graphical interface used to access sites on the Internet.

8.10 In the event of a dispute between the parties, which they are not able to resolve themselves, the parties agree to submit the dispute to a mediator who is acceptable to both parties. If the parties are unable to resolve their dispute after such mediation services have been rendered, then they agree to submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association. In the event it becomes necessary for either party to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and related costs. Each party shall pay one half of the arbitration fees and costs.

8.11 By signing below, you acknowledge that you are an adult of 18 years or older and you have reviewed and accept the terms and conditions contained in this Agreement and any applicable addenda thereto. You accept the Hosting Services ordered, authorize Comevo to set-up and provide the Hosting Services, and acknowledge that Comevo will commence processing the order and incur expenses and obligations immediately.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above intending to be legally bound by the terms hereof.

Dated: 11/8/2011

Dated: _____

Comevo LLC

Client

By: 

By: _____

Name: Scott Machado

Name: _____

Title: Manager

Title: _____

1. Project Overview

The Application will allow the Client to manage content within its training/orientation module(s) and track the progress of the users who have gone through that content. The Application will also allow those users to view the content in a sequential matter and allow them to answer quiz questions as a way to verify that user retained the information.

2. Application Requirements

The Application shall be delivered according to the following general steps/requirements:

2.1 The Client shall notify Comevo of persons authorized to submit and edit Application content, and/or function as System Administrator.

2.2 Comevo shall provide necessary username and password for authorized persons to access the Application.

2.3 The Client shall notify Comevo the method they would like the users to access the content delivery portion of the Application.

2.4 Comevo will make available, at the Client's request, the ability to download a delimited file containing usage information on a regular basis which may be imported into Client's systems as desired.

2.5 Client or a third party shall add any textual content to the application with technical assistance of Comevo, if necessary. Client or a third party shall supply any proprietary graphics used by Client in the development of the Application.

2.6 Comevo shall provide Client with configuration services. Client shall provide Comevo with a prioritized list of design requirements prior to initiation of these services and all work shall be performed with the assistance of Client. Configuration services apply to the following items:

- Customizing Application template with Client logo and colors
- Importing of content prepared by Client into the Application, as long as that content is in electronic format
- Cropping and resizing of images for use in the Application
- Video optimization for use in the Application

2.7 During development of the Application, changes to the above requirements may be made following the approval of both Comevo and Client. Additional requirements regarding the specific content and development of the application shall also be generated by Comevo in cooperation with the Client.

2.8 The Application shall be developed to run in Internet browsers with the following characteristics:

- Properly Support HTML (current and one previous version)
- Properly Support CSS (current and one previous version)
- Properly Support the Adobe Flash Player (current and one previous version)

2.9 The Application shall be considered "complete" upon Comevo's fulfillment of all template design specifications, developed by Client upon initiation of the project.

2.10 After completion of work as described in number 2.9 above, changes or upgrades to the application will be managed per the terms set forth in Exhibit "B".

2.11 Comevo shall provide technical support to Client as part of the Hosting and Maintenance Fee for the duration of this Software Agreement, as outlined in number 3 below.

3. Accessibility

Comevo is committed to ensuring that its clients can provide usable and accessible content to their end users and is continually evaluating its service to make sure this is possible. Comevo strives to provide the tools necessary for its clients to create accessible content, according to Section 508 of the Rehabilitation Act issued from the United States federal government and the Web Accessibility Initiative (WAI) issued by the World Wide Web Consortium (W3C), and will provide evaluations of client content with recommendations to meet these standards.

4. Technical Support

Comevo is dedicated to helping its customers enjoy and benefit from its software solutions. Therefore, technical assistance will be provided to customers during the term of their contract. Technical Support is defined as the assistance Comevo provides its customers to resolve technical issues related to operation of a Comevo application.

Comevo will respond to all customer inquiries within one business day, and during the normal business operating hours of 8:00 AM – 5:00 PM Pacific Time, Monday through Friday, excluding holidays. All customer inquiries will be resolved in a timely manner. Comevo provides several means of access to Technical Support, including email and telephone. Technical Support contact information is provided below:

Email: support@comevo.com

Telephone: 1-800-748-0975

COMEVO Fee Schedule

	Price /Unit	Count	Total
Set-up Fees:			
@school Online Orientation Basic Package	\$5,000	1	\$5,000
@school Online Orientation Enhanced Package	\$7,500	0	\$0
@school Online Orientation Premium Package	\$10,500	0	\$0
Hosting and Maintenance Fees:			
@school Online Orientation Basic Package*	\$180 /month	12	\$2,160
@school Online Orientation Enhanced Package*	\$230 /month	0	\$0
@school Online Orientation Premium Package*	\$280 /month	0	\$0
* anticipated usage level: 2,000 users/year			
Optional Production Fees:			
Custom template	\$750		\$0
Content Management and Copy Production	\$5,000 /module		\$0
Video Production	\$10,000 /module		\$0
Audio Production	\$4,500 /module		\$0
Flash Production	\$2,500 /component		\$0
Foreign Language Translation	\$2,000 /language		\$0
Optional Service Fees:			
Custom development.	\$200 /hour		\$0
Site content and design.	\$150 /hour		\$0
Custom reports specific to your organization.	\$150 /hour		\$0
Discounts:			
None. (Multi-year payment discounts available.)			\$0
Total:			\$7,160

Fee Schedule Valid Until 11/15/2011

Note: This is a Financial Aid Orientation Module, Content is provided.

COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT (SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and American Program Bureau, Inc. ("INDEPENDENT CONTRACTOR") shall be effective upon the execution date of INDEPENDENT CONTRACTOR and DISTRICT, whichever shall later occur. DISTRICT and INDEPENDENT CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services for a public lecture Jared Cohen-How College Students can use Social Media Technology to Effect Political Change, and as further described in "Attachment 1" attached hereto. The services listed here and in Attachment 1 are referred to herein as "SERVICES."

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1. INDEPENDENT CONTRACTOR shall timely and competently provide those SERVICES set forth above and on Attachment No. 1 to this AGREEMENT.

2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.

3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of these AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.

4. INDEPENDENT CONTRACTOR shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 2".

5. ~~INDEPENDENT CONTRACTOR consents to use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.~~ ALS

6. ~~The SERVICES performed hereunder are work made for hire and DISTRICT shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed.~~ L

Under this AGREEMENT, INDEPENDENT CONTRACTOR assigns to DISTRICT any and all rights INDEPENDENT CONTRACTOR could have, may have, or does have, in the work and/or the work product performed under this AGREEMENT, and DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the DISTRICT. INDEPENDENT CONTRACTOR consents to the use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium. Initial if applicable (r/a). Lg
R/S

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed FIVE THOUSAND TWO HUNDRED Dollars (\$ 5,200). DISTRICT shall pay INDEPENDENT CONTRACTOR pursuant to the following schedule or basis of compensation: \$5,200 for speaking at Orange Coast College on "How College Students can use Social Media Technology to effect political change"

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing SERVICES for DISTRICT, except as follows:

Speaking at Orange Coast College on "How College Students can use Social Media Technology to Effect Political Change"

ARTICLE III TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date with INDEPENDENT CONTRACTOR'S SERVICES to commence on or about October 12, 2011. All SERVICES shall be completed by no later than October 12, 2011 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, ~~with or without reason~~ ^{For Cause} terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first. R/S

3. Upon termination of this AGREEMENT for any ^{Cause} reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR'S SERVICES hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and ~~shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR'S failure to perform pursuant to this AGREEMENT~~. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT. R

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of INDEPENDENT CONTRACTOR or of any Officer, Director, ^{hesitant}

Agent, or Employee of INDEPENDENT CONTRACTOR. ~~INDEPENDENT CONTRACTOR shall indemnify, and hold harmless DISTRICT, its trustees, agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, and other legal expenses, including litigation expenses, that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in any way related to this AGREEMENT.~~ KLS

2. DISTRICT may require INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, employees and agents as additional insured. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this AGREEMENT. DLS

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

KLS 5. DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort even if the PARTIES are advised of the likelihood or possibility of the same. *and APB and speaker*
except claims of speaker.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

7. The failure of DISTRICT or INDEPENDENT CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that PARTY of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY and any judgment, decision, or award rendered against either of the PARTIES may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing PARTY.

9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:

[Signature] (College)
Attn: Vice President Administrative Services

2701 Fairview Road
Costa Mesa, CA 92626

Copy to:

Coast Community College DISTRICT
Attn: Vice Chancellor Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

TO INDEPENDENT CONSULTANT

Amy L. Stein
Attn: Amy L. Stein
[ADDRESS] 313 Washington St
Newton MA 02458

Any such notices personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT

President, Board of Trustees
Coast Community College District

Dated: _____

INDEPENDENT CONTRACTOR

Amy L. Stein
[Name] Amy L. Stein
[Title] Treasurer
Social Security No. or Federal ID No. 04-237142-3
Dated: 10/11/11

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

1. **Parties.** The Coast Community College District ("District") and Steven M. Ames ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Coordinator, Criminal Justice Training Center.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2014. This Agreement expires on June 30, 2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 16 Step 7 (currently \$79435), 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

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

1. **Parties.** The Coast Community College District ("District") and Paul M. Asim ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Dean.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2014. This Agreement expires on June 30, 2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 7 (currently \$137811), 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

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

1. **Parties.** The Coast Community College District ("District") and Robin R. Bachmann ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Associate Dean/Director, Student Health Center.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2014. This Agreement expires on June 30, 2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 26 Step 7 (currently \$112076), 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

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

1. **Parties.** The Coast Community College District ("District") and David L. Baird ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Dean.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2014. This Agreement expires on June 30, 2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 7 (currently \$137811), plus longevity pay of \$9000 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

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

1. **Parties.** The Coast Community College District ("District") and Kevin T. Ballinger ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Dean.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2014. This Agreement expires on June 30, 2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 7 (currently \$137811), plus longevity pay of \$9000 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

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

1. **Parties.** The Coast Community College District ("District") and Douglas R. Benoit ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Dean.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2014. This Agreement expires on June 30, 2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 7 (currently \$137811), 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

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

1. **Parties.** The Coast Community College District ("District") and Ted A. Boehler ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Dean.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2014. This Agreement expires on June 30, 2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 7 (currently \$137811), plus longevity pay of \$9000 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

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

1. **Parties.** The Coast Community College District ("District") and Kristin L. Clark ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Administrator in the position of Vice President, Student Services.

3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2014. This Agreement expires on June 30, 2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.

6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 34 Step 7 (currently \$147455), plus longevity pay of \$6000 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

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

1. **Parties.** The Coast Community College District ("District") and Joycelyn M. Groot ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Dean, Military, Corporate & Community Programs.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2013. This Agreement expires on June 30, 2013 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by March 15 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 6 (currently \$128642), plus longevity pay of \$6000 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

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

1. **Parties.** The Coast Community College District ("District") and Ronald E. Lowenberg ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Dean.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2014. This Agreement expires on June 30, 2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 7 (currently \$137811), 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

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

1. **Parties.** The Coast Community College District ("District") and Michael A. Mandelkern ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Dean.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2014. This Agreement expires on June 30, 2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 7 (currently \$137811), plus longevity pay of \$3000 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

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14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

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

1. **Parties.** The Coast Community College District ("District") and Stephen Y. Tamanaha ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Director.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2014. This Agreement expires on June 30, 2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 26 Step 7 (currently \$112076), 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Work Year.** The work year for this Agreement is 12 months.
8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

(ONE-YEAR OR LESS)

1. **Parties.** The Coast Community College District ("District") and Lois Wilkerson ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Administrator in the position of Administrative Director, Workforce Economic Development.

3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2013. This Agreement expires on June 30, 2013 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by March 15 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.

6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 7 (currently \$137811), plus longevity pay of \$6000 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

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

1. **Parties.** The Coast Community College District ("District") and Sylvia L. Worden ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Associate Dean/Director, Student Health Center.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing July 1, 2012 and ending June 30, 2014. This Agreement expires on June 30, 2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 26 Step 7 (currently \$112076), 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. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
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9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

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

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

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

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

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

Jerry Patterson
President, Board of Trustees

Date

Administrator

Date

**RULES & REGULATIONS FOR THE NEIGHBORHOOD COMMUNITY CENTER
EVENT without ALCOHOL ROOM RENTAL**

GENERAL:

The Neighborhood Community Center is a Non-Smoking City facility.

Office Hours: Monday – Friday, 8:00am – 5:00pm

Rental Hours: Sunday – Thursday, 8:00am – 11:00pm; Friday – Saturday, 8:00am – 1:00am

PREPARATION TIME: Allows for caterer, florist, and those preparing to enter the facility prior to start of event.

EVENT TIME: Upon arrival of guests, event time shall begin and continue through contracted hours. If event has over 100 guests expected to attend, Security Guards will be required, unless waived by Recreation Supervisor

CLEAN-UP TIME: Clean-up time is a minimum of fifteen minutes to one-half hour before exiting the meeting room. Rental of the Costa Mesa Room may require up to one hour of clean-up time. All personal items must be removed from the facility. **WE DO NOT PROVIDE STORAGE.** All items remaining in the facility will be subject to disposal and a fee may be retained from rental deposit. **Initials** _____

DECORATING AND DISPLAY OF RESOURCE MATERIAL, SIGNAGE, ETC.: No objects are to be suspended, attached or affixed to ceilings, walls, window blinds, stage floor, stage drapes, dance floor or carpeted folding doors. No tape, tacks or pins are to be used on facility property or furnishings. **NO CANDLES, CONFETTI OR GLITTER** are allowed in or around the facility. Prior approval must be obtained for use of helium balloons. It is suggested that the patron concentrate on table decorations and portable room decorations only. Patron may request use of easels for signage. **Initials:** _____

ANIMALS: Only service animals are allowed in the building pursuant to ADA regulations. Permission for any other animals requires prior approval from the Recreation Coordinator at the Neighborhood Community Center.

CLEAN-UP: The PATRON is responsible for wiping spills from tables, chairs, walls, carpet; removal of trash can liners to outside dumpsters; removing large pieces of trash, balloons, etc. from the carpet area and stage, and cleaning of the kitchen. Cleanup may include vacuuming and/or mopping.

NOTE: ALL GREASE and FOOD ITEMS such as rice, beans, and meat **MUST BE DISPOSED OF IN OUTSIDE DUMPSTER.** Rental deposit may be retained for insufficient clean-up.

PARKING: There is absolutely no loading, unloading, or parking in any area other than marked parking stalls.

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

NOTICE OF CANCELLATION AND FEE INCREASES:

All cancellations must be made in writing for a rental refund consideration. Refunds are subject to a cancellation fee. When applicable notice of cancellation is provided, all pre-paid rental fees and the cleaning/damage deposit will be refunded minus the cancellation fee. Cancellation requests made **LESS than ONE HUNDRED TWENTY (120) days** prior to scheduled use of Costa Mesa, Adams or Baker Rooms and **LESS than SIXTY (60) days** prior to the use of Fairview, Harper, Paularino, Victoria and Hamilton Rooms shall result in forfeiture of all pre-paid rental fees, and a cancellation fee will be retained from the cleaning/damage deposit collected by the City. All facility rental fees are subject to change.

The City reserves the right of cancellation with **NINETY (90) day notice***. Cancellation by the City will result in a full-refund.

*Note: If a cancellation is necessary, notice will be given as far in advance as possible, but not less than ninety days, barring unforeseen emergency or act of nature. **Initial:** _____

The City reserves the right to increase fees. **Initial:** _____

ACKNOWLEDGEMENT:

I have received the following documents: copy of contract; general rules/regulations for facility; fees applicable for reservation, map and event set-up sheet. **Initial:** _____

I understand that all events contracted after December 1, 1999, may require us to abide by all new and/or revised rules and regulations pertaining to the facility limited hours of contract and security services upon implementation. **Initial:** _____

**RULES & REGULATIONS FOR THE NEIGHBORHOOD COMMUNITY CENTER MEETING
AND CONFERENCE ROOM RENTAL**

ALCOHOL

Per City Council action (February 20, 2001), specific guidelines and rules are applicable when alcoholic beverages are consumed in the facility. This contract is specifically for meetings and gatherings where non-alcoholic beverages are served. I understand that alcohol is prohibited on the premises during my meeting at the Neighborhood Community Center.
Initial: _____

BEVERAGE RESTRICTIONS

No beverages red in color are allowed at the Neighborhood Community Center.

STATEMENT OF UNDERSTANDING & RECEIPT:

I, hereby acknowledge that the rules and regulations pertaining to the rental rooms at the Neighborhood Community Center, 1845 Park Avenue, Costa Mesa, CA 92627, have been explained to me in full and that all paperwork, permits, changes to contract or payments due for SEMINAR ROOMS must be received in the business office thirty (30) days prior to event and COSTA MESA ROOM must be received in the business office forty-five (45) days prior to event. Failure to submit paperwork, permits and/or monies due may result in cancellation of permit and any reservation dates on said permit.

Initial: _____

Paperwork, permits, changes and monies are due by: _____ Initial: _____

WAIVER:

I, the undersigned, do hereby agree to indemnify and hold harmless the City of Costa Mesa, and any of their officers, agents, or employees from any liability or claim or action for damages resulting from or in any way arising out of the use of the facility or equipment and will agree to abide and enforce the Rules, Regulations and Policies governing the facility as set forth by the City of Costa Mesa. Said patron will accept all responsibility for any damage to premises, furniture, equipment, or grounds resulting from use of facility. Except if damages are caused by the City's sole negligence or other wrongdoing.

I HAVE READ AND AGREE TO ALL THE RULES, POLICIES AND REGULATIONS FOR THE NEIGHBORHOOD CENTER.

Please print name (patron making reservation): _____

Please sign name (patron making reservation): _____

Date: _____

NCC Representative Approval:

Approved: _____

Date: _____

Event Name: _____

Event Date: _____

Contact: _____

Cell phone number or e-mail address _____

Prep Time: _____ Initial: _____

Event Time: _____ Initial: _____

Clean-up Time: _____ Initial: _____

Permit # _____ Projected Attendance: _____

Contract Number: 37615

USE OF FACILITIES AGREEMENT
SPECIAL EDUCATION TRANSITION CLASSES

This AGREEMENT is entered into this 9th day of November, 2011, by and between Coast Community College District, 1370 Adams Avenue, Costa Mesa, California 92628, hereinafter referred to as DISTRICT, and the Orange County Superintendent of Schools, maintaining the Special Schools Program, 200 Kalmus Drive, Costa Mesa, California 92628-9050, hereinafter referred to as SUPERINTENDENT. DISTRICT and SUPERINTENDENT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT desires to enter into an AGREEMENT with DISTRICT which permits SUPERINTENDENT to utilize DISTRICT facilities to conduct a transition class for special education students age 18-22 years and;

WHEREAS, federal and state regulations require that students be educated in age appropriate environments; and

WHEREAS, DISTRICT has appropriate facilities and is agreeable to allowing SUPERINTENDENT to utilize its facilities to conduct the special education transition class at no cost.

NOW, THEREFORE, the Parties agree as follows:

1.0 DUTIES AND RESPONSIBILITIES.

A. DISTRICT agrees to:

1. Furnish and maintain at no cost to SUPERINTENDENT, one (1) room including utilities, located on its premises situated in the City of Costa Mesa and Huntington Beach, County of Orange, described as: Orange Coast College, 2701 Fairview Road, Costa Mesa, California 92626 and Golden West College, 15744 Golden West Street, Huntington Beach, California 92647, hereinafter referred to as Premises. SUPERINTENDENT shall use the rooms from 8:00 a.m. to

4:00 p.m. Monday through Friday, according to SUPERINTENDENT'S school calendar, including the summer extended school year months.

2. Provide SUPERINTENDENT access to telephone services.
3. Provide SUPERINTENDENT three (3) parking permits. Said permits may be purchased by SUPERINTENDENT, if necessary.
4. Allow students enrolled in SUPERINTENDENT'S transition class to use campus facilities and services as approved by the DISTRICT.
5. Provide job training locations for SUPERINTENDENT'S students, when appropriate.
6. Provide a liaison from the DISTRICT to coordinate with SUPERINTENDENT'S personnel.
7. Serve timely and adequate notice to SUPERINTENDENT of any policy, procedural, or directive changes materially affecting the operation of SUPERINTENDENT.

B. SUPERINTENDENT agrees to:

1. Conduct a transition class for SUPERINTENDENT'S special education students, age 18-22 years.
2. Provide one (1) special education teacher and at least two (2) paraeducators.
2. Provide instructional materials, supplies and appropriate classroom furniture as needed.
3. Provide transportation for SUPERINTENDENT'S students to and from the campus.
4. Assign a principal/facilitator to provide support for the teacher to serve as a liaison with DISTRICT.

5. Employ school personnel who shall hold and maintain appropriate administrative and teaching credentials to assure quality of services.
6. Provide supervision for its students during hours they are using DISTRICT facilities.
7. Maintain all school records, transcripts, etc.
8. Use the Premises for SUPERINTENDENT'S Transition Class and for no other purposes without the prior written consent of DISTRICT.
9. Serve timely and adequate notice to DISTRICT of any policy, procedural, or directive changes materially affecting the operation of DISTRICT.

2.0 TERM. The term of this AGREEMENT shall commence beginning July 1, 2010, and ending June 30, 2013, subject to termination as set forth in this AGREEMENT.

3.0 PERSONNEL. DISTRICT and SUPERINTENDENT shall retain complete and absolute authority over their respective staff members. Neither party has the authority to discipline, suspend, or terminate from employment, or take action against the other parties staff members.

4.0 NON-DISCRIMINATION. DISTRICT and SUPERINTENDENT agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

5.0 INSURANCE.

A. To the extent authorized by law, and except for the sole negligence of DISTRICT, Orange Coast College, and Golden West and its officers, agents, and employees, SUPERINTENDENT hereby agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and

employees from any liability for any and all damages or any claims of liability for bodily injury, personal injury, sickness, disease or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the use of the Premises for SUPERINTENDENT'S operations during the term of this AGREEMENT. SUPERINTENDENT agrees to carry a comprehensive general liability insurance policy including premises operations, products-completed operations, blanket contractual and personal injury with limits of One million dollars (\$1,000,000.00) per occurrence, combined single limit in a form mutually acceptable to both parties to protect SUPERINTENDENT and DISTRICT against liability or claims of liability arising out of the use of the Premises for SUPERINTENDENT'S operations during the term of this AGREEMENT. SUPERINTENDENT agrees to name DISTRICT, Orange Coast College, and Golden West College, and their officers, agents, and employees as additional insureds under the policy and shall furnish DISTRICT with a certificate of insurance evidencing all coverages and endorsements required herein including for a thirty (30) day written notice of cancellation or reduction in coverage.

B. To the extent authorized by law, and except for the sole negligence of employees, agents, and officers of SUPERINTENDENT, DISTRICT hereby agrees to hold harmless, indemnify and defend SUPERINTENDENT, the Orange County Board of Education, and its officers, agents and employees, from any liability for any and all damages or any claims of liability for bodily injury, sickness, disease or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the use of the Premises for operations other than those of SUPERINTENDENT during the

term of this AGREEMENT. DISTRICT agrees to carry a comprehensive general liability insurance policy including premises-operations, products-completed operations, blanket contractual and personal injury with limits of One million dollars (\$1,000,000.00) per occurrence, combined single limit in a form mutually acceptable to both parties to protect DISTRICT and SUPERINTENDENT against liability or claims of liability arising out of the use of the Premises for operations other than those of SUPERINTENDENT during the term of this AGREEMENT. In addition, DISTRICT agrees to furnish SUPERINTENDENT with a certificate of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

C. DISTRICT shall provide for and maintain in full force and effect, at no expense to SUPERINTENDENT, a policy or policies of insurance covering the buildings including improvements and betterments providing protection against any peril included in the classification of "All Risks" for an amount not less than 100% of the replacement cost of said buildings(s).

D. SUPERINTENDENT shall insure its personal property on the Premises against any peril included in the classification of "All Risks" for an amount not less than 100% of the replacement cost.

E. In the event that DISTRICT or SUPERINTENDENT is either partially or fully self-insured for its liability exposures, DISTRICT or SUPERINTENDENT shall notify the other Party in writing and provide said Party with a statement signed by an authorized representative of DISTRICT or SUPERINTENDENT which states that DISTRICT or SUPERINTENDENT agrees to protect the other PARTY and its officers, agents and employees as if the insurance requirements in the above

paragraphs are in full force and effect.

F. All insurance to be maintained by SUPERINTENDENT or DISTRICT under this AGREEMENT shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California.

6.0 ASSIGNMENT. SUPERINTENDENT shall not subcontract or assign the performance of any of the services in this AGREEMENT without prior written approval of DISTRICT.

7.0 TERMINATION. SUPERINTENDENT or DISTRICT may terminate this AGREEMENT with or without cause by giving written notice to the other party thirty (30) days in advance of the desired date of termination. Upon termination, SUPERINTENDENT shall surrender the Premises to DISTRICT in the same condition as when received, ordinary wear and tear excepted. SUPERINTENDENT shall repair any damage to the Premises occasioned by removal of its trade fixtures, furnishings and equipment, prior to the expiration or sooner termination of the AGREEMENT.

8.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT the addresses of the Parties are as follows:

DISTRICT: Orange Coast College
2701 Fairview Road

Costa Mesa, California 92626
Attn: Dennis Harkins, Ph.D., President

Golden West College
15744 Golden West Street
Huntington Beach, California 92647
Attn: Vice President, Administrative Services

Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626
Attn: Vice Chancellor, Admin. Services

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

9.0 MISCELLANEOUS.

A. The captions and section headings of this AGREEMENT are inserted only as a matter of convenience and for reference, and are not part of this AGREEMENT and in no way define, limit or describe the scope of this AGREEMENT or the intent of any provision thereof.

B. The invalidity of any particular provision of this AGREEMENT as determined by court or arbitration shall in no way affect the validity of any other provision hereof.

C. The Parties agree that this AGREEMENT shall be construed and enforced in accordance with the laws of the State of California, through California State Courts with venue in Orange County, California where the site of Premises is located.

D. The failure of DISTRICT or SUPERINTENDENT to seek redress for violation of, or to insist upon, the strict performance of any covenant or condition of this AGREEMENT, shall not be deemed a waiver by that Party of such covenant or condition or prevent a subsequent similar act, from again constituting a violation of such covenant or condition.

E. This AGREEMENT contains the entire agreement between

DISTRICT and SUPERINTENDENT regarding the Premises and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

F. The conditions and agreements herein contained shall apply to and bind the heirs, executors, administrators, and successors in interest of the parties hereto.

IN WITNESS WHEREOF, DISTRICT AND SUPERINTENDENT caused this AGREEMENT to be executed.

ORANGE COAST COLLEGE

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____

BY: Patricia McCaughey

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: November 9, 2011

GOLDEN WEST COLLEGE

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

COAST COMMUNITY COLLEGE DISTRICT

BY: _____

PRINT NAME: _____

TITLE: Vice Chancellor,
Administrative Services

DATE: _____

Agreement Between

Coast Community College District

Coastline Community College/Coast Learning Systems



&

Fremont College



Seaport 3.0 Learning Course Management System MASTER HOSTING AND LICENSE AGREEMENT

This Agreement is entered into this ___ day of December 2011 (*Effective Date* will be the date this Agreement is signed by all parties and approved by the Coast Community College Board of Trustees) between the *Coast Community College District (DISTRICT)*, a California public educational agency, located at 1370 Adams Avenue, Costa Mesa, California 92626, and *Fremont College (LICENSEE)* a private for-profit education institution located at 3440 Wilshire Blvd., 10th Floor, Los Angeles, CA 90010.

Seaport 3.0 Learning Course Management System MASTER HOSTING AND LICENSING AGREEMENT

This Agreement is between **Coast Community College District**, a Public Educational Agency, 1370 Adams Avenue, Costa Mesa, California 92626 (DISTRICT) and **Fremont College**, a private for-profit education institution located at 3440 Wilshire Blvd., 10th Floor, Los Angeles, CA 90010 (LICENSEE), and is effective as of the Effective Date of this Agreement as defined herein.

1. Seaport Master Hosting and Licensing Agreement

- 1.1. This Agreement shall serve as the Master License between the parties for grant of rights by DISTRICT for use and hosting of Seaport Learning Content Management System (LCMS) and online courses by LICENSEE. Levels of service, support, and rights shall be covered by Supplemental Service Level Agreements as described in paragraph 2.

2. Supplemental Service Level Agreements

- 2.1. Included in this Agreement and considered a part hereof is one or more Supplemental Service Level Agreement(s) which describes the term, the specific rights granted, the payment and payment schedule, and any special restrictions and conditions of the hosting services and software license covered by this Agreement. A Supplemental Service Level Agreement shall not be construed to grant rights not specifically licensed in this Master License, but may restrict and clarify such rights and impose special conditions limiting the exercise of rights and services provided.

3. Definitions:

- 3.1. *Acceptable Use Policy (AUP)* means Coast Learning Systems Acceptable Use Policy posted online as of the date you sign this Hosting Service Agreement.
- 3.2. *Business Day* means Monday through Friday, United States Pacific Time, excluding federal public holidays in the United States.
- 3.3. *Business Hours* means 8:30 a.m. - 5:30 p.m. Pacific Time
- 3.4. *Confidential Information* means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (i) for LICENSEE, all information transmitted to or from, or stored on or in your courses, (ii) for DISTRICT, unpublished prices and other terms of service, audit and security reports, proprietary course designs, plans, strategies, etc., (including information you may observe on a tour or receive as part of a consultation service), and other proprietary technology, and (iii) for LICENSEE and DISTRICT mutually, information that is marked or otherwise conspicuously marked as confidential. Information that is developed independently, without reference to the other's confidential information, or information that becomes available to one of us other than through a violation of this Agreement, shall not be considered confidential information of the other party. A Receiving Party may disclose Confidential Information if it is disclosed pursuant to the requirement of a court or other governmental agency or disclosure is permitted or required by operation of law, provided that the Receiving Party use its best efforts to notify the Disclosing Party in advance and seeks confidential treatment for such Confidential Information.
- 3.5. *Hosting Service* means the information technology services/systems serving and/or distributing Seaport on behalf of the LICENSEE by DISTRICT via the internet worldwide 24/7.
- 3.6. *Personally Identifiable Information (PII)* means: (i) any information that identifies an individual, such as name, social security number or other government issued number, date of birth, address, telephone number, biometric data, or other personally identifiable information; (ii) any non-public personal information as defined in the Gramm-Leach-Bliley Act (15 USC Subchapter 1, § 6809(4)), (iii) *Family Educational Rights and Privacy Act* of 1974 (FERPA or the Buckley Amendment) 20 U.S.C. § 1232g, with implementing regulations in title 34, part 99 of the Code of Federal Regulations, and (iv) protected health information as defined in the Health Insurance Portability and Accountability Act found at 45 CFR §160.103.
- 3.7. *Supplemental Support Services* means any service we provide to you other than Seaport Hosting and Support above and beyond support, rights, and/or services detailed in the Supplemental Service Level Agreement, such as software integration, course development, job-aids development, and/or training.

- 3.8. *Support* means (i) consultation and management of Seaport Hosting Service by CLS staff, (ii) availability of live support during Business Hours, (iii) online help-desk support via the internet, or (iv) as covered by an additional specific extended service agreement.
- 3.9. *Supplemental Service Level Agreement* means the supplement to this Master Hosting and Licensing agreement that defines the specific scope, cost, and terms of the *level of services* and rights to which the LICENSEE has requested and agreed to use. Provisions of the Supplemental Service Level Agreement can be amended and modified at any time during the term of the Master Agreement by addendum or issue of a new Supplemental Service Level Agreement.

4. DISTRICT RESPONSIBILITIES

- 4.1. Provide 24/7 Seaport 3.0 Hosting Service and Support Services as described in the attached Supplemental Service Level Agreement for the term of the Agreement.
- 4.2. Provided Supplemental Services and Support as requested by LICENSEE and amended to this agreement.

5. LICENSEES RESPONSIBILITIES

- 5.1. LICENSEE will implement and use reasonable security precautions in the use of DISTRICT Hosting and Support Services. This includes scanning files for virus and spyware and ensuring adherence to copyright, PII, FERPA, and/or other regulations regarding intellectual property and/or transfer and storage of data to Seaport Hosting servers. LICENSEE must comply with the laws applicable for use of Services and with DISTRICT's Acceptable Use Policy.
- 5.2. Cooperate with DISTRICT to promptly investigate and resolve Service outages, security problems, and/or any suspected breach of the Agreement.
- 5.3. Pay fees for services or support as stated in the attached Supplemental Service or Support Level Agreement schedule of fees amended to this agreement.

6. DATA BACKUP

- 6.1. District provides data backup services as defined in the Supplemental Service Level Agreement. The service uses reasonable industry accepted methods to ensure the reliability of the backup and restore process. However, because of the technical limitations regarding backups on live servers and the possibility of data corruption, if data has changed since the time we performed a backup, or data was not in a usable state at the time we performed a given backup, we, in no way, guarantee the usability of any data from any given backup set.
- 6.2. Data backups will be retained for the period of time described the Supplemental Service Level Agreement only.

7. UNAUTHORIZED ACCESS OR USE OF SERVICES

- 7.1. DISTRICT uses industry standard and accepted methods to ensure the reliability and security of Services. As such, DISTRICT is not responsible to for unauthorized access to LICENSEE data or the unauthorized use of Services.
- 7.2. LICENSEE is responsible for the use of Services by employee, students, and any person LICENSEE provides access to the Services, as well as any person who gains access to LICENSEE data and/or Services as a result of a failure to use reasonable security precautions (i.e., safeguard passwords), even though such use may not have been authorized by LICENSEE.

8. TERM

- 8.1. The duration of this Master Agreement is for three years. The Term shall commence on the date both DISTRICT and LICENSEE sign this agreement and the attached Supplemental Service Level Agreement.
- 8.2. Unless this Agreement is terminated early, in accordance with the provisions hereof, this Agreement will, be renewable for two additional terms subject to special pricing and considerations as described in the Supplemental Service Level Agreement.

9. FEES

- 9.1. All setup, maintenance, bandwidth, and support fees are covered in the schedule of fees for annual agreements. Fees are payable bi-monthly, quarterly, or semi-annually as agreed and mutually approved in the Supplemental Service Level

Agreement. Quarterly and Semi-annually agreements require payment of one installment 30 days following the effective date of this agreement.

- 9.2. Fees are due on receipt of invoices. Any account 60 days past due, will be assessed a late fee of \$25 or 1.5%, whichever is greater. Accounts 90 days past due are subject to suspension and a reactivation fee.
- 9.3. If an account is terminated for nonpayment, data will be deleted and cannot be restored.
- 9.4. Fees, terms and conditions of service for PILOT sites will be extended as long as there is no break in service.
- 9.5. If DISTRICT is required by law to pay taxes on the provision of Service, you must pay DISTRICT the amount of the tax that is due or provide satisfactory evidence of your exemption from the tax. Fees must be paid in U.S. Dollars. Invoices that are not disputed within 90 days of the invoice date are deemed accurate.

10. CHANGES TO ACCEPTABLE USE POLICY

- 10.1. DISTRICT may change Acceptable Use Policy (AUP) to add restrictions or expand services provided that new restrictions or services are reasonable and consistent with industry norms. Changes to AUPs during the term of an Agreement will become effective upon: (i) renewal or (ii) execution of a new/additional Supplemental Service Level Agreement that incorporates the revised AUP.
- 10.2. When a revised AUP adversely impacts LICENSEE, DISTRICT will negotiate an acceptable alternative and/or keep existing Agreements in place as long as services do not lapse.

11. SUSPENSION OF SERVICES

- 11.1. LICENSEE agrees that DISTRICT may suspend Services without liability if: (i) DISTRICT reasonably believes that Services are being used in violation of the Agreement; (ii) LICENSEE refuses to cooperate with reasonable investigation of any suspected violation of the Agreement; (iii) there is an attack on the LICENSEE's services, LICENSEE services are accessed or manipulated by a third party without LICENSEE's consent, or there is another event for which DISTRICT reasonably believes that the suspension of Services is necessary to protect the DISTRICT network, LICENSEE information, or other customers, or (iv) if required by law.
- 11.2. DISTRICT will provide prompt and advance notice of a suspension under this paragraph to the degree possible of at least twelve (12) Business Hours unless we determine in our reasonable judgment that a suspension on shorter notice is required to protect DISTRICT, LICENSEE, or other customers from imminent and significant operational or security risk.

12. TERMINATION FOR BREACH

- 12.1. LICENSEE may terminate Agreement for breach if DISTRICT materially fails to provide Hosting Service as agreed and does not remedy that failure within five days of your written notice describing the failure, or if DISTRICT fails to meet other obligations stated in the Agreement and does not remedy that failure within fifteen days of your written notice describing the failure.
- 12.2. DISTRICT may terminate the Agreement for breach if DISTRICT discovers that information provided to DISTRICT for the purpose of establishing Services is materially inaccurate or incomplete, or payments of any invoiced amount is overdue and the overdue amount is not paid within seven Business Days of DISTRICT's written notice, or LICENSEE fails to comply with any other provision of the Agreement and does not remedy the failure within thirty days of DISTRICT's written notice describing the failure.
- 12.3. DISTRICT may also terminate the Agreement for repeated breach of AUPs.

13. TERMINATION FOR CONVENIENCE

- 13.1. LICENSEE may terminate the Agreement for convenience at any time with a sixty day advance written notice.

14. EARLY TERMINATION FEE

- 14.1. If LICENSEE elects to terminate the Agreement for convenience or DISTRICT terminates the Agreement for breach, in addition to other amounts LICENSEE may owe, LICENSEE must pay an early termination fee equal to the monthly recurring fees for the remaining portion of the then-current term, unless otherwise stated in the Master Agreement or Supplemental Service Level Agreement.

15. CONFIDENTIAL INFORMATION

- 15.1. DISTRICT and LICENSEE mutually agree not to use the other's confidential information except in connection with the performance of this agreement, as applicable, the exercise of our respective legal rights under the Agreement, or as may be required by law.
- 15.2. DISTRICT and LICENSEE mutually agree not to disclose the other's confidential information to any third person except as follows:
- 15.2.1. to our respective service providers, agents and representatives, provided that such service providers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in this Master Services Agreement and attached Supplemental Service Level Agreement,
 - 15.2.2. to law enforcement or government agency if requested, or if either DISTRICT or LICENSEE reasonably believe that the other's conduct may violate applicable criminal law;
 - 15.2.3. as required by law; or
 - 15.2.4. in response to a subpoena or other compulsory legal process, provided that DISTRICT and LICENSEE agrees to give the other written notice of at least seven days prior to disclosing confidential information under this subsection (or prompt notice in advance of disclosure, if seven days advance notice is not reasonably feasible), unless the law forbids such notice.

16. PUBLICITY

- 16.1. LICENSEE agrees that DISTRICT may publicly disclose that we are providing services to LICENSEE and may include LICENSEE's name in promotional materials including press releases and on the DISTRICT Web site subject to LICENSEE's written approval of form and placement.
- 16.2. Neither DISTRICT nor LICENSEE may publicly use the others logo or other trade or service mark without written permission.

17. LIMITATION ON DAMAGES

- 17.1. **WARRANTY DISCLAIMER.** Except as expressly provided in DISTRICT's Supplemental Service Level Agreement(s), all products and services are furnished by DISTRICT and accepted by LICENSEE "as is", "with all faults," and without any warranty whatsoever. All other warranties express or implied, including any warranties of title, merchantability, or fitness for any particular purpose, are specifically excluded and disclaimed by DISTRICT. DISTRICT does not warrant that any product or service will meet customer's requirements or that it will be uninterrupted or error free.
- 17.2. **LIMITATION OF LIABILITY.** In no event will DISTRICT be liable to LICENSEE or any other person for any lost profits, lost savings, lost data, or special, consequential, punitive or incidental damages, whether arising out of or relating to this agreement or any product or service furnished or to be furnished under this agreement or otherwise, even if DISTRICT has been advised of the possibility of such loss or damage. Notwithstanding anything in the agreement to the contrary, the maximum aggregate monetary liability of DISTRICT and any of its employees, agent, suppliers, or affiliates, under any theory of law (including breach of contract, tort, strict liability, and infringement) shall not exceed three (3) times the monthly recurring fee payable under the service contract(s) in effect for the configuration at the time of the occurrence of the event(s) giving rise to the claim.
- 17.3. **TERMS PART OF BARGAIN.** Customer acknowledges that DISTRICT has set its prices and agreed to enter this Agreement in reliance upon the Warranty Disclaimer and Limitation of Liability set forth in this Agreement, and that both form an essential basis of the bargained Agreement between the parties.
- 17.4. **DATA BACK UP LIABILITY.** We are not liable to LICENSEE for lost data unless and to the extent you purchase data backup Services from DISTRICT and we fail to provide the backup Services as agreed, other than may be stated in the Supplemental Service Level Agreement. No other form of warranty is provided. Clients are strongly encouraged to make reasonable efforts to keep their own, local copies of all data related to Services we provide under this Agreement.

18. INDEMNIFICATION

- 18.1. If LICENSEE, its affiliates, or any respective employees, agents, or suppliers, are faced with a legal claim by a third party arising out of DISTRICT's actual or alleged gross negligence, willful misconduct, violation of law, or failure to meet obligations required by the Agreement, or a legal claim alleging that Seaport or Hosting Service infringe on the United States patent or copyright of a third person, then, subject to any limitations described herein, DISTRICT will pay the cost

of defending the claim (including reasonable attorney fees) and any damages awarded, fine or other amount that is imposed on LICENSEE as a result of the claim.

- 18.2. If DISTRICT, its affiliates, or any respective employees, agents, or suppliers are faced with a legal claim by a third party arising out of LICENSEE's actual or alleged, gross negligence, willful misconduct, violation of law, failure to meet the obligations required by the Agreement, violation of the AUP, violation of LICENSEE's agreement with end users, then LICENSEE will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on DISTRICT as a result of the claim. LICENSEE's obligations under this subsection include claims arising out of the acts or omissions of LICENSEE employees, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of LICENSEE failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by LICENSEE.
- 18.3. LICENSEE must also pay reasonable attorney fees and other expenses DISTRICT incurs in connection with any dispute between persons having a conflicting claim to control LICENSEE account with DISTRICT, or any claim by LICENSEE end user arising from an actual or alleged breach of LICENSEE obligations to them.
- 18.4. If LICENSEE or DISTRICT receives notice of a claim that is covered by this Section, the notice must be promptly forwarded to the financially responsible party. The party against whom the claim is made will be allowed to choose legal counsel to defend it and to make decisions regarding the defense of the claim, provided that these decisions are reasonable and are promptly communicated to the financially responsible party. The party against whom the claim is made may not settle the claim without the consent of the financially responsible party, although such consent may not be unreasonably withheld. Notwithstanding anything to the contrary in this Section, if DISTRICT is financially responsible under this Section for claims against multiple customers, DISTRICT may elect to choose counsel to defend the claims and control the defense of the claims. Amounts due under this Section must be paid by the financially responsible party as they are incurred by the party against whom the claim is made.

19. SOFTWARE

- 19.1. LICENSEE may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software DISTRICT provides for LICENSEE use.
- 19.2. Unless permitted by the terms of an open source software license, LICENSEE may not reverse engineer, decompile or disassemble any software DISTRICT provides for LICENSEE use except and to the extent that LICENSEE is permitted by law, and then following at least fifteen days advance written notice to DISTRICT.

20. OTHER PRODUCTS AND SERVICES

- 20.1. DISTRICT may provide to LICENSEE, or recommend LICENSEE purchase or license third party software, services or other products that may or may not be included as part of the Hosting Service, as a Supplemental Service.
- 20.2. DISTRICT makes no representation or warranty whatsoever regarding such third party products and related support services and as between LICENSEE and DISTRICT, such services are provided "as is." LICENSEE use of any third party software, services, and other products is governed by the terms of the LICENSEE's agreement with the third party.

21. USE OF SERVICES

- 21.1. LICENSEE may permit subsidiaries or affiliated organization to use Services, but LICENSEE is responsible for use of the Service by any third party to the same extent as if LICENSEE was using the Service.
- 21.2. DISTRICT will only provide support services directly to LICENSEE and its staff.
- 21.3. There are no third party beneficiaries to the Agreement.

22. INTELLECTUAL PROPERTY

- 22.1. LICENSEE and DISTRICT retains all rights, title, and interest in and to respective trade secrets, inventions, copyrights, and other intellectual property.
- 22.2. Any intellectual property developed by DISTRICT during the performance of the Services shall belong to DISTRICT unless there is advance mutual agreement in writing that LICENSEE shall have an interest in the intellectual property.

23. OWNERSHIP OF OTHER PROPERTY

- 23.1. LICENSEE does not acquire any ownership interest in or rights to possess software, systems, process or services DISTRICT provides for LICENSEE use, and LICENSEE has no right of access to source code or hardware other than what is available in the normal use of Seaport.
- 23.2. DISTRICT does not acquire any ownership interest in or rights to the courses or information DISTRICT stores and or manages for LICENSEE.
- 23.3. On termination of the Agreement, LICENSEE with the cooperation of DISTRICT must promptly facilitate the transfer of any backups or data retained by DISTRICT.

24. INTELLECTUAL PROPERTY INFRINGEMENT

- 24.1. If DISTRICT or any of its customers is faced with a credible claim that any Services and or components of services infringe on the intellectual property rights of a third party, and DISTRICT is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then DISTRICT may terminate the Services on reasonable notice of at least ninety (90) days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

25. ASSIGNMENT

- 25.1. LICENSEE may not assign the Agreement without DISTRICT's prior written consent.
- 25.2. DISTRICT's may assign the Agreement in whole or in part to another organization with the capability and experience to provide the same level and/or quality of services without interruption of services.

26. FORCE MAJEURE

- 26.1. Neither LICENSEE or DISTRICT will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

27. SUPPLEMENT AGREEMENT INCORPORATED HEREIN

- 27.1. All Supplemental Support or Supplemental Service Level Agreements executed by the parties are incorporated herein by this reference.

28. SURVIVAL

- 28.1. All provisions of this Agreement relating to DISTRICT's proprietary rights, disclaimers, and limits of liability or duty, confidentiality, nondisclosure, and Licensee's actions upon termination, shall survive expiration or the termination of this Agreement for any reason.

29. ENTIRE AGREEMENT

- 29.1. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.
- 29.2. This Agreement shall take precedence over any other documents that may be in conflict therewith.

30. ENTIRE AGREEMENT AND MODIFICATION

- 30.1. This Agreement and its Supplemental Service Level Agreement contain the entire agreement and understanding of the parties. No representations, covenants, warranties, understandings, agreements or conditions, express or implied, not expressly contained herein have been made by either party.
- 30.2. No waiver or modification of this Agreement shall be valid unless in writing signed by both parties.

31. SPECIAL CONDITIONS

31.1. Special conditions, if any, shall be set forth in each Supplemental Agreement. Where such special conditions conflict with the terms set forth in this Agreement, the terms of this Agreement shall control.

32. AUTHORITY TO SIGN

32.1. Each of the signatories hereto represents and warrants that he or she has the right, legal capacity and authority to enter into this Agreement and that the party he or she represents has the right, power, legal capacity and authority to perform its obligations under this Agreement and that no further approvals or consents of any persons, boards of directors or trustees, or other entities are necessary to enter into and perform such obligations.

33. GOVERNING LAW

33.1. The Agreement is governed by the laws of the State of California and the laws of the United States of America, as applicable.. Exclusive venue for all disputes arising out of the Agreement shall be in the state or federal courts in Orange County, California. LICENSEE waives all objections to this venue and agrees not to dispute personal jurisdiction or venue in these courts.

33.2. DISTRICT and LICENSEE agree not bring a claim under the Agreement more than one year after the time that the claim accrued.

34. MEET AND CONFER REQUIREMENT

34.1. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

35. EFFECTIVE DATE OF AGREEMENT

35.1. This Agreement, and each Supplemental Agreement, shall be effective upon the date of its execution by both the President of the Board of Trustees of the Coast Community College District and an authorized Fremont College representative.

36. NOTICES

- 36.1. LICENSEE's routine communications regarding Services should be sent to DISTRICT'S Seaport Support Team via the Seaport Support Portal or Seaport Support Representative as noted in the Supplemental Service Level Agreement.
- 36.2. Any notices to be given hereunder by LICENSEE or DISTRICT of the agreement to others shall be in writing and may be affected by personal delivery, by commercial air express delivery service or by mail, registered or certified, postage prepaid, with return receipt requested. All notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed given as of the actual receipt; air expressed notices shall be deemed given on the next business day after pickup by or delivery to the delivery service; mailed notices will be deemed given as of ten days after mailing.

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

With a Executive Dean, Office of Instructional Systems
copy to: Development/Coast Learning Systems
Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708

For
LICENSEE:

With a
copy to:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year specified below.

COAST COMMUNITY COLLEGE DISTRICT

By _____
President, Board of Trustees

Date _____

FREEMONT LICENSEE

By _____
Sabrina Kay, Chancellor & Chief Executive Officer

Date _____

Seaport 3.0 Learning Course Management System SUPPLEMENTAL SERVICE LEVEL AGREEMENT

This is a SUPPLEMENTAL Agreement to the Seaport 3.0 Learning Course Management System MASTER HOSTING AND LICENSING AGREEMENT between **Coast Community College District**, a Public Educational Agency, 1370 Adams Avenue, Costa Mesa, California 92626 (DISTRICT) and **Fremont College**, a private for-profit education institution located at 3440 Wilshire Blvd., 10th Floor, Los Angeles, CA 90010 (LICENSEE). This Supplemental Agreement is effective as of the Effective Date of the Master Agreement as defined herein.

1. PILOT

- 1.1. Special pricing is offered under this agreement for consideration of the LICENSEE's agreement to serve as a PILOT SITE and EARLY ADOPTER of Seaport 3.0.
- 1.2. Pilot Site (LICENSEE) understands and agrees, in consideration for the special pricing offered herein, that they may experience unresolved software operational issues during the initial pilot period. LICENSEE agrees to document issues/problems and notify DISTRICT using DISTRICT's electronic ticketing system (<http://ccctech.coastline.edu/>) as quickly as possible when an issue exists that must be resolved. DISTRICT agrees to respond to problem/bug reports within one Business Day by providing an assessment of the issue and timeline for rapid resolution.
- 1.3. LICENSEE agrees to appoint a Seaport Technical Site Coordinator and Seaport Training Coordinator to serve as points of contact for technical and training support, services, and problem resolution for the duration of this agreement. At the LICENSEE's discretion this may be the same person and/or the individual/s may be changed at any time with notification to DISTRICT.
- 1.4. LICENSEE agrees to keep a list of recommended enhancements to the system that will improve usability, accessibility, operational effectiveness, and student learning and teaching. The DISTRICT and LICENSEE agree to meet periodically, no less than four times per year to discuss and prioritize recommendations for improvements. DISTRICT will in good faith work to implement mutually beneficial enhancements within the shortest possible timeframe.
- 1.5. LICENSEE may also elect to have the DISTRICT create custom features and/or capabilities. Custom features and/or capabilities may be created as work-for-hire and/or shared development. Under shared development, with special pricing consideration for development costs extended to LICENSEE, DISTRICT will have the right to incorporate new features into generalized version of Seaport available to all users.

2. PRICING

- 2.1. As both a PILOT SITE and EARLY ADOPTER of Seaport 3.0, the following special pricing rates are extended to the LICENSEE. Pricing as quoted is a flat rate, all-inclusive pricing plan. As such the following is included: initial setup/implementation, basic technical support for staff, train-the-trainer materials (web-based), implementation training session (two onsite sessions), online-faculty support via online ticket system, direct call support for LICENSEE's Seaport site manager/trainer, and data import and export support process for roster and grade reports.

SEAPORT V3.0: Pilot Site Pricing		Cost per Student (Total student logins/accounts per year)		
Use Levels	Number of Student (Users/Logins)	Seat	Monthly	Annually
Level 1 - up to	250	\$ 19.50	\$ 406	\$ 4,875
Level 2 - up to	500	\$ 18.23	\$ 760	\$ 9,115
Level 3 - up to	1,500	\$ 11.76	\$ 1,470	\$ 17,640
Level 4 - up to	2,000	\$ 9.42	\$ 1,570	\$ 18,840
Level 5 - up to	2,500	\$ 8.10	\$ 1,688	\$ 20,250
Level 6 - up to	4,000	\$ 6.10	\$ 2,033	\$ 24,400
Level 7 - up to	6,000	\$ 5.99	\$ 2,995	\$ 35,940
Level 8 - up to	10,000	\$ 5.52	\$ 4,600	\$ 55,200
Level 9 - up to	15,000	\$ 5.27	\$ 6,588	\$ 79,050
Level 10 - up to	20,000	\$ 5.18	\$ 8,633	\$ 103,600

- 2.2. LICENSEE has elected Level 2 pricing. Under Level 2 pricing (up to 500 unique student login accounts per year, the accounting period), LICENSEE will be assessed a fee of \$9,115 annually. This fee, as noted in the Master Agreement (Paragraph 9.1), is payable by election, bi-monthly, quarterly, or semi-annually. LICENSEE agrees and elects to make payments _____. As such, an initial payment in the amount of _____ will be due _____. Thereafter, payments will be due _____. Login accounts for staff and faculty to administer and develop courses will be provided at no charge.
- 2.3. The LICENSEE may elect to change Use Level each year 30 days prior to commencement of a new accounting period. The beginning of the Accounting Period is the anniversary date of the effective date of this agreement.
- 2.4. If LICENSEE'S student enrollment exceeds the selected Use Level, the LICENSEE agrees to pay an additional per student fee at the next higher level for each student in excess of the selected Use Level.

3. TERM OF AGREEMENT

- 3.1. The term of this agreement is for three years.
- 3.2. Unless this Agreement is terminated early, it is renewable for two additional one year terms under the same conditions and pricing as those specified herein as long as there is no break in service and subject to any other mutually agreed upon amendment.

4. SUPPORT & SERVICES

4.1. Setup/Implementation

- 4.1.1. The LICENSEE agrees to designate a key Seaport Technical Site Manager/Coordinator and key Seaport Training Coordinator to work with DISTRICT technical and training staff in the planning and implementation of Seaport 3.0 (At LICENSEE's discretion and notification, these may be the same individual and/or change at any time). DISTRICT agrees to designate principle points of contact for technical support and training coordination for the term of this agreement. At DISTRICT's discretion, with notice, these points of contact may change at any time.
- 4.1.2. LICENSEE agrees to meet with DISTRICT to plan timeline and milestones for Seaport implementation. This planning meeting will include all LICENSEE and DISTRICT staff necessary to make decisions for the plan. The plan will establish milestones and dates for all activities and serve as the roadmap for implementation activities.

4.2. Faculty and Staff Training

- 4.2.1. Implementation Training – Two onsite face-to-face “train-the-trainer” sessions will be provided covering all aspects of Seaport operation and maintenance. The date and times for these sessions will be established by the joint implementation team, but within in 60 days of the effective date of the agreement.
- 4.2.2. Periodic “train-the-trainer” and/or consultation sessions (online and/or face-to-face at DISTRICT’s discretion) will be provided at no cost covering major revisions or updates.
- 4.2.3. Special and/or unscheduled LICENSEE requested training sessions will be provided based on a half-day or full-day rate of \$300 or \$600 respectively.
- 4.2.4. Train-the-trainer Materials (web-based) – DISTRICT will provide LICENSEE with training materials and documentation to assist both technical and non-technical staff in the use of Seaport. This material will consist of video tutorials and electronic help aids. As appropriate, DISTRICT will assist LICENSEE create customized versions of materials specific to LICENSEE. LICENSEE is authorized to embed “inline links” on LICENSEE’s website to DISTRICT’s Seaport website.
- 4.2.5. Student Orientation - DISTRICT will provide a web-based orientation for students covering basic Seaport navigation and orientation.
- 4.3. Technical Support – Technical support will be provided to LICENSEE’s technical staff via DISTRICT’s online knowledge-base/FAQ and electronic support request system 24/7. All routine requests will be responded to in one business day. Urgent calls will be accepted from LICENSEE’s Seaport Site Coordinator or Trainer during normal business hours. Emergency help requests (e.g., interruption of service notifications) will be accepted via text messages *sent* to DISTRICT’s assigned Technical Representative/s and responded to within 12 hours (excluding official holidays).
- 4.4. Faculty Help Services – Faculty support via DISTRICT’s knowledge base and online ticket system will be available 24/7. All faculty requests will be electronically forwarded to LICENSEE’s designated staff for triage prior to referral to DISTRICT. All course/subject related problems and/or questions will be resolved by LICENSEE. All routine Seaport operational requests referred by LICENSEE will be responded to in one business day. This response will detail DISTRICT’s planned action/s and timeline necessary to resolve issue as promptly as possible.
- 4.5. Content Migration – DISTRICT will provide LICENSEE with a method/process to import “Fremont Course Content” currently in eCollege into Seaport during Seaport implementation.
- 4.6. Course Cartridges – *Common course cartridge import* is under development. DISTRICT will work with LICENSEE to assist faculty to import and use course cartridge information on a case-by-case basis until this tool is available.
- 4.7. Customization – DISTRICT will develop a customized Seaport shell (e.g., colors and logo) in consultation and with the approval of LICENSEE.

5. SYSTEM INTEGRATION

- 5.1. A manual process to import and export student and/or course information for use in LICENSEE’s ERP or other data management system will be developed in collaboration with LICENSEE. This system will be designed to create and update student rosters in Seaport and export grade and student success information into formats that can be used in LICENSEE’s data management systems.
- 5.2. A process to dynamically import and export data to and from Seaport 3.0 will be provided without charge subject to:
 - 5.2.1. Import data/information
 - 5.2.1.1. Direct electronic access to read LICENSEE’s database(s), reports, and/or other systems containing records/information for import into Seaport (e.g., student rosters, course descriptions, student information, and/or faculty information) is provided.
 - 5.2.1.2. Full access to APIs designed to provide integration between LICENSEE’s ERP and other systems is provided.
 - 5.2.2. Export data/information
 - 5.2.2.1. Direct electronic access to read and write to LICENSEE’s database(s) and/or other systems containing records to be updated by Seaport (e.g., grade field, SLO achievement fields, etc.) is provided.
 - 5.2.2.2. Full access to APIs designed to facilitate data update from external systems (Seaport) to LICENSEE’s ERP or other system is provided.

5.2.3. When API's and/or provision to interact with LICENSEE's ERP system or other system to be integrated are not available, and the LICENSEE still wants to develop integration, DISTRICT agrees to evaluate options and provide LICENSEE a proposal to facilitate integration. Costs, timeline, and options for integration will be provided as part of this evaluation.

5.2.4. All code, systems, and/or software developed to support LICENSEE's third party systems will be the intellectual property of the DISTRICT. The LICENSEE will have the right to use such systems and/or software for the duration of this agreement.

6. HOSTING

6.1. Continuity of Service – DISTRICT insures unparallel hosting quality by both outsourcing and maintaining backup services internally. Seaport is currently hosted externally by Terremark Worldwide, Inc. This service allows DISTRICT to provide unparalleled 24/7 services worldwide with dynamic backups, flexible bandwidth, 24/7 monitoring, and multiple redundancies for all services. DISTRICT reserves the right to change this service without disruption and impact on LICENSEE's support.

6.2. Backups – DISTRICT backups LICENSEE's course and student information on a daily basis. Copies of archived data will be available to LICENSEE. DISTRICT recommends that LICENSEE provide storage media to DISTRICT on a quarterly basis so backups can be created for offsite storage by LICENSEE (There is no cost for copying archived data to LICENSEE's media on a quarterly basis).

6.3. Reports – DISTRICT will provide LICENSEE with usage reports on a monthly basis. DISTRICT will work with LICENSEE to build customized reports to meet needs during implementation. Additional customization and/or programming will be provided on a fee for services basis.

6.4. Notifications – DISTRICT uses automated notification systems to distribute notices of updates, maintenance, and/or system problems impacting Seaport operation real-time. Advanced notice for disruption of services for maintenance and/or system administration will be scheduled with LICENSEE fifteen days prior to any event. Backup/redundant systems will be used to minimize the need for disruptions.

7. ENTIRE AGREEMENT AND MODIFICATION

7.1. This Supplemental Service Level Agreement and the MASTER HOSTING AND LICENSING AGREEMENT contain the entire agreement and understanding of the parties. No representations, covenants, warranties, understandings, agreements or conditions, express or implied, not expressly contained herein have been made by either party.

8. SPECIAL CONDITIONS

8.1. If any of the Special Conditions set forth herein conflict with the terms set forth in the MASTER HOSTING AND LICENSING AGREEMENT, the terms of the MASTER HOSTING AND LICENSING AGREEMENT shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement on the day and year specified below.

COAST COMMUNITY COLLEGE DISTRICT

By _____
President, Board of Trustees

Date _____

FREMONT LICENSEE

By _____
Sabrina Kay, Chancellor & Chief Executive Officer

Date _____

FIRST AMENDMENT TO AGREEMENT

BETWEEN COUNTY OF ORANGE

AND

Coast Community College District

WIA Agreement #16-N-12

CFDA #: 17.258 WIA Adult Programs (DOL)

CFDA #: 17.278 WIA Dislocated Worker Formula Program (DOL)

CFDA #: 17.235 Senior Community Service Employment Program (DOL)

CFDA #: 17.261 WIA Pilots, Demonstration & Research Projects (DOL)

CFDA #: 93.558 Temporary Assistance for Needy Families (HHS)

THIS FIRST AMENDMENT is entered into this 22nd day of November, 2011, which date is enumerated for purposes of reference only, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**" and Coast Community College District, hereinafter, referred to as "**CONTRACTOR**". The **COUNTY** and **CONTRACTOR** wish to amend that certain Agreement between the parties commencing July 1, 2011 and ending June 30, 2012, pertaining to the provision of WIA services to Adults and Dislocated Workers.

WITNESSETH:

WHEREAS, **COUNTY** and **CONTRACTOR** desire to revise the budget contained in the Agreement to show an increase of six hundred fifty eight thousand dollars (\$658,000) for a total compensation not to exceed two million five hundred seventy thousand four hundred fifty six dollars (\$2,570,456) in order for **CONTRACTOR** to provide WIA services to eligible Adults and Dislocated Workers in Orange County through June 30, 2012;

WHEREAS, the parties desire to revise Exhibits C and D attached to the Agreement to show updated Performance Plans and Budget/Expenditure Plans for the services being provided for the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. All references to the total amount of the Agreement shall be not to exceed two million five hundred seventy thousand four hundred fifty six dollars (\$2,570,456).

2. Subparagraph 21 (a) of the Agreement is amended to read as follows:

"PAYMENTS BY COUNTY

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

(a) **Monthly Payments.** Beginning August 1, 2011, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed two million five hundred seventy thousand four hundred fifty six dollars (\$2,570,456)."

3. All references in the Agreement to "Exhibit C" and "Exhibit D" are amended and replaced in their entirety by "Exhibit C1" and "Exhibit D1" which are attached hereto and are incorporated into the Agreement by this reference.

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

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IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

COUNTY OF ORANGE a political
subdivision of the State of California

Dated: _____

By: _____

Steve Franks
Director, OC Community Resources

and

"Coast Community College District"

Dated: _____

By: _____

Title: _____

Dated: _____

By: _____

Title: _____

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

CCCD, One-Stop Center - Northern Region
WIA PERFORMANCE
Disadvantaged Adult Program, PY 2011-12

Cumulative

NOTE: 4th quarter new enrollments not to exceed 10% of the annual plan

1. WIA ENROLLMENT	1st QUARTER			2nd QUARTER			3rd QUARTER			4th QUARTER		
	Aug-11	Aug-11	Aug-11	Oct-11	Oct-11	Oct-11	Dec-11	Dec-11	Dec-11	Apr-12	Apr-12	Apr-12
A. New Enrollments	12	24	36	66	76	98	119	142	164	170	176	182
B. WIA Carryovers from PY 2010-11	240	240	240	240	240	240	240	240	240	240	240	240
C. Total Enrollments (A+B=C)	252	264	276	286	316	336	359	382	404	410	416	422

2. TOTAL WIA ENROLLMENT (A+B+C) BY PROGRAM												
Disadvantaged Adult Program												
A. WIA Registered Core Enrollments	252	264	276	286	316	336	359	382	404	410	416	422
B. WIA Intensive Enrollments	164	172	179	182	205	218	233	248	263	267	270	274
C. WIA Training Enrollments	63	66	69	74	79	84	90	96	101	103	104	106

3. AVERAGE EARNINGS BY QUARTER												
Disadvantaged Adult Program												
A. Total Exits	16	36	60	80	100	120	140	160	183	197	211	222
A. 1. Exits of Carryovers from PY 2010-11	16	36	60	80	100	120	140	160	180	188	196	204
A. 2. Exits of New Enrollments of PY 2011-12	0	0	0	0	0	0	0	0	3	9	15	18
B. Entry into Unsubsidized Employment: B=(A)-(755)	12	27	45	60	76	91	106	121	138	149	159	168
C. Retention in Unsubsidized Employment at six months: C=B*(.815)	10	22	37	49	62	74	86	98	113	121	130	137
D. Average Earnings in six months: (\$15,000)	\$15,000											

- The Performance Standard for this measure is 75.5% of participants who exit must be placed in the 1st quarter after exit.
- The Performance Standard for this measure is 81.5% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.
- The Performance Standard of this measure is \$15,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

IV. Statistical Measures (Measures)	
Disadvantaged Adult Program	
Entered Employment	75.5%
Retention	81.5%
Average Earnings	\$15,000

V. Time Periods for Reporting Measures (Reporting Period)	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/11 to 06/30/12
Adult Performance Measures	
Entered Employment Rate	10/01/10 to 09/30/11
Employment Retention Rate	04/01/10 to 03/31/11
Average Earnings	04/01/10 to 03/31/11

CCCD, One-Stop Center - Northern Region
WIA PERFORMANCE
Dislocated Worker Program, PY 2011-12

Cumulative

Performance Measure	First Quarter			Second Quarter			Third Quarter			Fourth Quarter			Annual Total		
	Actual	Target	Variance	Actual	Target	Variance	Actual	Target	Variance	Actual	Target	Variance	Actual	Target	Variance
A. New Enrollments	30	58	88	115	155	188	217	248	280	280	300	311			
B. WIA Carryovers from PY 2010-11	557	557	557	557	557	557	557	557	557	557	557	557	557	557	557
C. Total Enrollments (A+B=C)	587	615	643	672	712	743	774	774	837	837	857	868			

NOTE: 4th quarter new enrollments not to exceed 10% of the annual plan

Performance Measure: WIA Registered Core Enrollments															
Actual	Target	Variance	Actual	Target	Variance	Actual	Target	Variance	Actual	Target	Variance	Actual	Target	Variance	Actual
587	615	843	672	712	743	774	774	837	847	857	868				
382	400	418	437	463	483	503	503	544	561	567	584				
147	154	161	168	176	186	194	194	209	212	214	217				

Performance Measure: WIA Intensive Enrollments															
Actual	Target	Variance	Actual	Target	Variance	Actual	Target	Variance	Actual	Target	Variance	Actual	Target	Variance	Actual
37	80	139	188	233	279	325	371	423	449	475	505				
37	80	139	188	233	279	325	371	418	436	454	473				
0	0	0	0	0	0	0	0	5	13	21	31				
29	63	110	147	184	220	257	283	334	365	375	389				
C. Retention in Unsubsidized Employment at six months : C-B*(.835)															
24	53	82	123	154	184	214	245	279	286	313	333				
D. Average Earnings in six months : (\$16,700)															

- 1 The Performance Standard for this measure is 79% of participants who exit must be placed in the 1st quarter after exit.
- 2 The Performance Standard for this measure is 83.5% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.
- 3 The Performance Standard of this measure is \$16,700 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

Dislocated Worker Program	
Entered Employment	79.0%
Retention	83.5%
Average Earnings	\$16,700

Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/11 to 06/30/12
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/10 to 09/30/11
Employment Retention Rate	04/01/10 to 03/31/11
Average Earnings	04/01/10 to 03/31/11

Description of Adult Common Measures (TEGL 17-05)

Entered Employment

*Of those who are not employed
at date of participation:*

of participants who are employed
in the first quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Employment Retention

*Of those who are employed in the
first quarter after the exit quarter:*

of participants who are employed in
both the second and the third quarters
after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Average Earnings

*Of those who are employed in the
first, second, and third quarters after the exit quarter:*

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

REGULAR SCSEP PERFORMANCE MEASURES/GOALS, PY 2011-12 Coast Community College District		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	72
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 72=73)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	54%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	26%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	71%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$8,730
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.34

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2011
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies ACSI (American Customer Satisfaction Index)	As prescribed by the state

CCCD, One-Stop Center - Northern Region
WIA PERFORMANCE
SSA-OJT/WEX, PY 2011-12

Cumulative, January 2012 to June 2012

I. WIA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			TOTAL
	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	
A. New Enrollments							2	6	12	18	26	32	32
On-the-Job Training (OJT)							0	1	2	3	6	7	7
Work Experience (WEX)							2	5	10	15	20	25	25
B. WIA Carryovers from Prior Program Year							0	0	0	0	0	0	0
C. Total Enrollments (A+B=C)							2	6	12	18	26	32	32

II. QUARTERLY EXIT PERFORMANCE INDICATORS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			TOTAL
	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	
A. Completions							0	0	0	4	8	13	13
On-the-Job Training (OJT)							0	0	0	1	2	3	3
Work Experience (WEX)							0	0	0	3	6	10	10
B. Total Exits							0	0	1	6	14	24	24
On-the-Job Training (OJT)							0	0	0	1	3	5	5
Work Experience (WEX)							0	0	1	5	11	19	19
C. Entered Employment							0	0	0	2	4	8	8
On-the-Job Training (OJT)							0	0	0	0	1	2	2
Work Experience (WEX)							0	0	0	2	3	6	6
E. Average Wage							0	0	0	\$8.50	\$9.50	\$9.50	\$9.50
On-the-Job Training (OJT)							0	0	0	0	\$10.50	\$10.50	\$10.50
Work Experience (WEX)							0	0	0	\$8.50	\$8.50	\$8.50	\$8.50

WIA Budget

Orange County One-Stop Center-Northern Region

FY 11/12

	ADULT	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	75,287	203,973	67,991	347,251
	Benefits	41,933	88,175	29,671	159,779
	Monthly Rent	47,888	34,742	11,268	93,898
	Lease Termination Cost	50,951	36,964	11,989	99,904
	Staff Training	1,275	925	300	2,500
	Printing	1,785	1,295	420	3,500
	Publications/Marketing Material	1,785	1,295	420	3,500
	Meetings / Conferences	765	555	180	1,500
	Telephone	1,072	777	252	2,101
	Equipment (under \$5,000)	1,454	1,055	341	2,850
	Equipment Lease	1,520	1,103	357	2,980
	Service Maintenance Agreement	511	370	120	1,001
	Professional Memberships				-
	Subscriptions				-
	Postage				-
	Office Supplies	8,160	5,920	1,920	16,000
	Consultant/Subcontract (under \$10,000)	510	370	120	1,000
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		1,388	462	1,850
	Other: (Alarm and First Aid Kits)	4,335	3,145	1,020	8,500
	Operations Related Activities Subtotal	239,231	382,052	126,831	748,114
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	239,231	382,052	126,831	748,114
ADMINISTRATION	Administration:				
	Salaries		688	229	917
	Benefits		363	121	484
	Other: Indirect	11,457	8,312	2,696	22,465
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	11,457	9,363	3,046	23,866
	Grand Total	250,688	391,415	129,877	771,980

WIA Budget

Orange County One-Stop Center-Northern Region

FY 11/12

	DISLOCATED WORKER	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	74,611	485,030	192,050	751,691
	Benefits	43,682	179,306	69,722	292,710
	Monthly Rent	105,785	79,879	30,224	215,888
	Lease Termination Cost	99,390	75,049	28,397	202,836
	Staff Training	907	685	258	1,850
	Printing	2,205	1,665	630	4,500
	Publications/Marketing Material	1,715	1,295	490	3,500
	Meetings / Conferences	1,078	814	308	2,200
	Telephone	2,247	1,696	642	4,585
	Equipment (under \$5,000)	3,259	2,461	930	6,650
	Equipment Lease	3,186	2,406	910	6,502
	Service Maintenance Agreement	1,194	902	341	2,437
	Professional Memberships	858	648	244	1,750
	Subscriptions	809	611	230	1,650
	Postage	907	685	258	1,850
	Office Supplies	11,025	8,325	3,150	22,500
	Consultant/Subcontract (under \$10,000)	490	370	140	1,000
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		2,664	1,036	3,700
	Other: (Alarm and First Aid Kits)	7,040	5,316	2,012	14,368
	Operations Related Activities Subtotal	360,388	849,807	331,972	1,542,167
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	360,388	849,807	331,972	1,542,167
ADMINISTRATION	Administration:				
	Salaries		1,105	495	1,600
	Benefits		595	270	865
	Other: Indirect	22,685	17,130	6,481	46,296
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	22,685	18,830	7,246	48,761
	Grand Total	383,073	868,637	339,218	1,590,928

WIA Budget

Orange County One-Stop Center-Northern Region

FY 11/12

	ADDITIONAL FUNDING	<u>Budget</u> SSA (OJT/WEX)
PROGRAM	Operations Activities:	
	Salaries	19,500
	Benefits	9,178
	Monthly Rent	6,750
	Printing	375
	Publications / Marketing Material	
	Telephone	375
	Utilities	
	Equipment Lease	300
	Office Supplies	750
	Meetings / Conferences	
	Equipment (\$1-\$4,999)	
	Travel / Mileage	375
	Other: Background Checks	375
	Other: Service Maintenance Agreement	
	Operations Related Activities Subtotal	37,978
	Direct Client Related Activities:	
	Participant Wages and Benefits	56,832
	Employer Reimbursement/OJT	10,080
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	66,912
	Program Subtotal	104,890
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	3,110
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	3,110
	Grand Total	108,000

WIA Budget

Orange County One-Stop Center-Northern Region

FY 11/12

	ADDITIONAL FUNDING	<u>Budget</u> Adult (OJT/WEX)
PROGRAM	Operations Activities:	
	Salaries	40,191
	Benefits	6,967
	Office Supplies	917
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	500
	Operations Related Activities Subtotal	48,575
	Direct Client Related Activities:	
ADMINISTRATION	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	48,575
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	1,425
	Travel/Mileage	
ADMINISTRATION	Other:	
	Other Subtotal	-
	Administration Subtotal	1,425
	Grand Total	50,000

WIA Budget

Orange County One-Stop Center-Northern Region

FY 11/12

	ADDITIONAL FUNDING	<u>Budget</u> SCSEP -OC
PROGRAM	Operations Activities:	
	Salaries	32,238
	Benefits	16,909
	Office Supplies	401
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
	Operations Related Activities Subtotal	49,548
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	49,548
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	-
	Grand Total	49,548

Exhibit D1
18-N-12

COST CATEGORIES

1	Salaries
2	Benefits
3	Monthly Rent
4	Lease Termination Cost
5	Staff Training
6	Printing
7	Publications/Marketing Material
8	Meeting / Conferences
9	Telephone
10	Equipment; under \$5,000
11	Equipment Lease
12	Service Maintenance Agreement
13	Professional Memberships
14	Subscriptions
15	Postage
16	Office Supplies
17	Consultant/Subcontract (under \$10,000)
18	Consultant/Subcontract (over \$10,000)
19	Travel/Mileage
20	Other:
21	Participant Wages & Benefits
22	Employer Reimbursement/OT
23	Participant Training Cost
24	Participant Supportive Services
25	Other:
ADMINISTRATION	
1	Salaries
2	Benefits
3	Operations
4	Indirect
5	Travel/Mileage
6	Other:

July	August	September	October	November	December	January	February	March	April	May	June	Total
7/1- 7/31/11	8/1- 8/31/11	9/1- 9/30/11	10/1- 10/31/11	11/1- 11/30/11	12/1- 12/31/11	1/1- 1/31/12	2/1- 2/29/12	3/1- 3/31/12	4/1- 4/30/12	5/1- 5/31/12	6/1- 6/30/12	
28,938	28,938	28,938	28,938	28,938	28,938	28,938	28,938	28,938	28,938	28,938	28,933	347,261
13,315	13,315	13,315	13,315	13,315	13,315	13,315	13,315	13,315	13,315	13,315	13,314	159,778
7,825	7,825	7,825	7,825	7,825	7,825	7,825	7,825	7,825	7,825	7,825	7,823	93,998
											99,904	99,904
375									625	875	625	2,500
		700							875		1,225	3,500
525						700			875	1,225	875	3,500
							1,500					1,500
175	175	175	175	175	175	175	175	175	175	175	176	2,101
									713	988	1,139	2,850
248	248	248	248	248	248	248	248	248	248	248	252	2,980
-											1,001	1,001
-									-	-	-	-
-									-	-	-	-
150		3,200				2,400			4,000		6,400	16,000
									250	350	250	1,000
		278			370				555		647	1,860
		1,275			1,700				2,125		3,400	8,500
												-
												-
-												-
												-
												-
76	76	76	76	76	76	76	76	76	76	76	81	917
40	40	40	40	40	40	40	40	40	40	40	44	484
1,547	1,515	1,679	1,515	1,515	1,577	1,608	1,560	1,515	1,816	1,818	5,000	22,465
												-
												-
53,214	52,132	57,749	62,132	52,132	64,264	56,326	53,677	52,132	62,461	55,683	171,089	771,980

COST CATEGORIES

1	Salaries
2	Benefits
3	Monthly Rent
4	Lease Termination Cost
5	Staff Training
6	Printing
7	Publications/Marketing Material
8	Meeting / Conferences
9	Telephone
11	Equipment under \$5,000
11	Equipment Lease
12	Service Maintenance Agreement
13	Professional Memberships
14	Subscriptions
15	Postage
16	Office Supplies
17	Consultant/Subcontract (under \$11,000)
18	Consultant/Subcontract (over \$11,000)
19	Travel/Mileage
20	Other:
21	Participant Wages & Benefits
22	Employer Reimbursement/CUT
23	Participant Training Cost
24	Participant Supportive Services
25	Other:
	ADMINISTRATION
1	Salaries
2	Benefits
3	Operations
4	Indirect
5	Travel/Mileage
6	Other:

July	August	September	October	November	December	January	February	March	April	May	June	Total
71-	84-	94-	107-	114-	121-	1/1-	2/1-	3/1-	4/1-	5/1-	6/1-	
7/31/11	8/31/11	9/30/11	10/31/11	11/30/11	12/31/11	1/31/12	2/29/12	3/31/12	4/30/12	5/31/12	6/30/12	
62,641	62,641	62,641	62,641	62,641	62,641	62,641	62,641	62,641	62,641	62,641	62,640	751,691
24,393	24,393	24,393	24,393	24,393	24,393	24,393	24,393	24,393	24,393	24,393	24,397	292,710
17,991	17,991	17,991	17,991	17,991	17,991	17,991	17,991	17,991	17,991	17,991	17,997	216,888
											202,836	202,836
278									463	646	461	1,850
	900				1,125				900		1,575	4,500
525									875	1,225	875	3,600
							1,100				1,100	2,200
392	392	392	392	392	392	392	392	392	392	392	393	4,595
542	542	542	542	542	542	542	542	542	1,863	2,328	6,850	6,850
20	20	20	20	20	20	20	20	20	20	20	540	6,502
											2,217	2,437
									1,750		-	1,750
160		278		330					413		907	1,650
		3,375				370			463		739	1,850
						5,625			5,625		7,675	22,500
									250	350	250	1,000
												-
718	718	718	718	718	718	718	718	718	718	718	1,480	3,700
											8,470	14,368
												-
												-
												-
												-
												-
												-
133	133	133	133	133	133	133	133	133	133	133	137	1,600
72	72	72	72	72	72	72	72	72	72	72	73	865
3,229	3,201	3,337	3,217	3,211	3,234	3,380	3,266	3,201	3,600	3,337	10,083	46,286
												-
												-
111,074	110,093	114,782	110,664	110,433	111,251	116,267	111,986	110,083	123,819	114,780	346,684	1,590,928

Exhibit D1
16-N-12

COST CATEGORIES

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Printing
- 5 Publications/Marketing Material
- 6 Telephone
- 7 Utilities
- 8 Equipment Lease
- 9 Office Supplies
- 11 Meetings/Conferences
- 11 Equipment (\$1-\$4,999)
- 12 Travel/Mileage
- 13 Other: Background Checks
- 14 Other: Service Maintenance Agreement
- 15 Participant Wages and Benefits
- 16 Employer Reimbursement/OUT
- 17 Participant Training Cost

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

[illegible]

COST CATEGORIES

- 1 Salaries
- 2 Benefits
- 3 Office Supplies
- 4 Equipment: \$5,000 or Over
- 5 Equipment: \$1 - \$4,999
- 6 Supplies
- 7 Consultant/Subcontract
- 8 Travel/Mileage
- 9 Participant Wages and Benefits
- 11 Employer Reimbursement (OUT)
- 12 Participant Training Cost
- 13 Participant Supportive Services
- Other:

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

[illegible]

COST CATEGORIES

- 1 Salaries
- 2 Benefits
- 3 Office Supplies
- 4 Equipment : \$5,000 or Over
- 5 Equipment : \$1 - \$4,999
- 6 Supplies
- 7 Consultant/Subcontract
- 8 Travel/Mileage
- 9 Participant Wages and Benefits
- 10 Employer Reimbursement (OJT)
- 11 Participant Training Cost
- 12 Participant Supportive Services
- 13 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

[illegible]

FIRST AMENDMENT TO AGREEMENT

BETWEEN COUNTY OF ORANGE

AND

Coast Community College District

WIA Agreement #16-S-12

CFDA #: 17.258 WIA Adult Programs (DOL)

CFDA #: 17.278 WIA Dislocated Worker Formula Program (DOL)

CFDA #: 17.235 Senior Community Service Employment Program (DOL)

CFDA #: 17.261 WIA Pilots, Demonstration & Research Projects (DOL)

CFDA #: 93.558 Temporary Assistance for Needy Families (HHS)

THIS FIRST AMENDMENT is entered into this 22nd day of November, 2011, which date is enumerated for purposes of reference only, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Coast Community College District, hereinafter, referred to as "CONTRACTOR". The COUNTY and CONTRACTOR wish to amend that certain Agreement between the parties commencing July 1, 2011 and ending June 30, 2012, pertaining to the provision of WIA services to Adults and Dislocated Workers.

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR desire to revise the budget contained in the Agreement to show an increase of five hundred seventy nine thousand dollars (\$579,000) for a total compensation not to exceed two million six hundred twelve thousand nine hundred sixty six dollars (\$2,612,966) in order for CONTRACTOR to provide WIA services to eligible Adults and Dislocated Workers in Orange County through June 30, 2012;

WHEREAS, the parties desire to revise Exhibits C1 and D1 attached to the Agreement to show updated Performance Plans and Budget/Expenditure Plans for the services being provided for the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. All references to the total amount of the Agreement shall be not to exceed two million six hundred twelve thousand nine hundred sixty six (\$2,612,966).

2. Subparagraph 21 (a) of the Agreement is amended to read as follows:

"PAYMENTS BY COUNTY

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

(a) Monthly Payments. Beginning August 1, 2011, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed two million six hundred twelve thousand nine hundred sixty six dollars (\$2,612,966)."

3. All references in the Agreement to "Exhibit C1" and "Exhibit D1" are amended and replaced in their entirety by "Exhibit C2" and "Exhibit D2" which are attached hereto and are incorporated into the Agreement by this reference.

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

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IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

COUNTY OF ORANGE a political
subdivision of the State of California

Dated: _____

By: _____

Steve Franks
Director, OC Community Resources

and

"Coast Community College District"

Dated: _____

By: _____

Title: _____

Dated: _____

By: _____

Title: _____

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

CCCD, One-Stop Center - Southern Region
WIA PERFORMANCE
Disadvantaged Adult Program, PY 2011-12

Cumulative

NOTE: 4th quarter new enrollments not to exceed 10% of the annual plan

WIA PERFORMANCE	FIRST QUARTER				SECOND QUARTER				THIRD QUARTER				FOURTH QUARTER			
	Jan-11	Aug-11	Dec-11	Q1-11	Jan-12	Aug-12	Dec-12	Q2-12	Jan-13	Aug-13	Dec-13	Q3-13	Jan-14	Aug-14	Dec-14	Q4-14
A. New Enrollments	12	24	36	56	76	96	110	135	156	165	173	182				
B. WIA Carryovers from PY 2010-11	199	199	199	199	199	199	199	199	199	199	199	199				
C. Total Enrollments (A+B=C)	211	223	235	255	275	295	309	334	355	364	372	361				

TOTAL WIA PERFORMANCE IN PROGRAM																
Disadvantaged Adult Program																
A. WIA Registered Core Enrollments	211	223	235	255	275	295	309	334	355	364	372	361				
B. WIA Intensive Enrollments	137	145	153	166	179	182	201	217	231	237	242	248				
C. WIA Training Enrollments	53	56	59	64	69	74	77	84	89	91	93	95				

TOTAL WIA PERFORMANCE IN PROGRAM																
Disadvantaged Adult Program																
A. Total Exits	16	35	50	67	84	100	115	132	152	164	177	187				
A. 1. Exits of Carryovers from PY 2010-11	16	35	50	67	84	100	115	132	149	155	162	169				
A. 2. Exits of New Enrollments of PY 2011-12	0	0	0	0	0	0	0	0	3	9	15	18				
B. Entry into Unsubsidized Employment ¹	12	26	38	51	63	75	87	100	115	124	134	141				
B. Retention in Unsubsidized Employment at six months ²																
C=B*(.755)																
C=B*(.815)																
D. Average Earnings in six months ³ : (\$15,000)	10	22	31	41	52	61	71	81	94	101	109	115				

1 The Performance Standard for this measure is 75.5% of participants who exit must be placed in the 1st quarter after exit.
2 The Performance Standard for this measure is 81.5% of participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.
3 The Performance Standard of this measure is \$15,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

Disadvantaged Adult Program	
Entered Employment	75.5%
Retention	81.5%
Average Earnings	\$15,000

Reporting Item		Time Period (Exit Cohort) to be Reported
Total Participants		07/01/11 to 06/30/12
Adult Performance Measures		
Entered Employment Rate		10/01/10 to 09/30/11
Employment Retention Rate		04/01/10 to 03/31/11
Average Earnings		04/01/10 to 03/31/11

CCCD, One-Stop Center - Southern Region
WIA PERFORMANCE
Dislocated Worker Program, PY 2011-12

Cumulative

NOTE: 4th quarter new enrollments not to exceed 10% of the annual plan

WIA ENROLLMENT	FIRST QUARTER				SECOND QUARTER				THIRD QUARTER				FOURTH QUARTER			
	Enroll-01	Enroll-02	Enroll-03	Enroll-04	Enroll-05	Enroll-06	Enroll-07	Enroll-08	Enroll-09	Enroll-10	Enroll-11	Enroll-12	Enroll-13	Enroll-14	Enroll-15	Enroll-16
A. New Enrollments	30	58	86	115	155	186	215	245	288	288	300	311				
B. WIA Carryovers from PY 2010-11	482	482	482	482	482	482	482	482	482	482	482	482				
C. Total Enrollments (A+B=C)	482	520	548	577	617	658	677	707	730	730	750	773				

TOTAL WIA ENROLLMENTS BY PROGRAM																
WIA PROGRAMS																
A. WIA Registered Core Enrollments	Enroll-01	Enroll-02	Enroll-03	Enroll-04	Enroll-05	Enroll-06	Enroll-07	Enroll-08	Enroll-09	Enroll-10	Enroll-11	Enroll-12	Enroll-13	Enroll-14	Enroll-15	Enroll-16
	482	520	548	577	617	658	677	707	730	750	762	773				
B. WIA Intensive Enrollments	Enroll-01	Enroll-02	Enroll-03	Enroll-04	Enroll-05	Enroll-06	Enroll-07	Enroll-08	Enroll-09	Enroll-10	Enroll-11	Enroll-12	Enroll-13	Enroll-14	Enroll-15	Enroll-16
	320	338	356	375	401	428	440	460	475	488	485	502				
C. WIA Training Enrollments	Enroll-01	Enroll-02	Enroll-03	Enroll-04	Enroll-05	Enroll-06	Enroll-07	Enroll-08	Enroll-09	Enroll-10	Enroll-11	Enroll-12	Enroll-13	Enroll-14	Enroll-15	Enroll-16
	123	130	137	144	154	165	169	177	183	188	191	193				

THE QUALITY OF EMPLOYMENT																
EMPLOYMENT																
A. Total Exits	Enroll-01	Enroll-02	Enroll-03	Enroll-04	Enroll-05	Enroll-06	Enroll-07	Enroll-08	Enroll-09	Enroll-10	Enroll-11	Enroll-12	Enroll-13	Enroll-14	Enroll-15	Enroll-16
A. 1. Exits of Carryovers from PY 2010-11	37	80	116	154	182	231	270	309	352	375	388	424				
A. 2. Exits of New Enrollments of PY 2011-12	37	80	116	154	192	231	270	309	347	362	377	393				
B. Entry into Unsubsidized Employment ¹	0	0	0	0	0	0	0	0	5	13	21	31				
B=(A-Y.78) Q1 after exit	29	63	91	122	152	182	213	244	278	286	314	335				
C. Retention in Unsubsidized Employment at six months ²																
C=B*(.836) Q2 and Q3 after exit	24	53	76	102	127	152	178	204	232	247	263	280				
D. Average Earnings in six months ³ (\$16,700)																

1 The Performance Standard for this measure is 78% of participants who exit must be placed in the 1st quarter after exit.
2 The Performance Standard for this measure is 83.5% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.
3 The Performance Standard for this measure is \$16,700 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

Dislocated Worker Program	
Entered Employment	79.0%
Retention	83.5%
Average Earnings	\$16,700

Dislocated Worker Performance Measures	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/11 to 06/30/12
Entered Employment Rate	10/01/10 to 09/30/11
Employment Retention Rate	04/01/10 to 03/31/11
Average Earnings	04/01/10 to 03/31/11

Description of Adult Common Measures (TEGL 17-05)

Entered Employment

*Of those who are not employed
 at date of participation:*

of participants who are employed
 in the first quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Employment Retention

*Of those who are employed in the
 first quarter after the exit quarter:*

of participants who are employed in
 both the second and the third quarters
 after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Average Earnings

*Of those who are employed in the
 first, second, and third quarters after the exit quarter:*

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

REGULAR SCSEP PERFORMANCE MEASURES/GOALS, PY 2011-12 Coast Community College District		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	72
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 72=73)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	54%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	26%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	71%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$8,730
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.34

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Retention at 1 year .	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2011
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies ACSI (American Customer Satisfaction Index)	As prescribed by the state

**CCCD, One-Stop Center - Southern Region
WIA PERFORMANCE
SSA-OJT/WEX, PY 2011-12**

Cumulative, January 2012 to June 2012

I. WIA ENROLLMENTS	FIRST QUARTER				SECOND QUARTER				THIRD QUARTER				FOURTH QUARTER				TOTAL
	Jan-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jan-12	Feb-12	Mar-12	Apr-12	
A. New Enrollments							0	4	8	12	14	16	16				16
On-the-Job Training (OJT)							0	1	2	3	4	4	4				4
Work Experience (WEX)							1	3	6	9	10	12	12				12
B. WIA Carryovers from Prior Program Year							0	0	0	0	0	0	0				0
C. Total Enrollments (A+B=C)							0	4	8	12	14	16	16				16

II. QUARTERLY/EXT. PERFORMANCE INDICATORS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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WIA Budget

Orange County One-Stop Center-Southern Region

FY 11/12

	ADULT	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	78,433	251,158	84,476	414,067
	Benefits	42,832	90,766	30,255	163,853
	Monthly Rent	39,726	26,234	8,994	74,954
	Lease Termination Cost	12,168	8,035	2,755	22,958
	Staff Training				-
	Printing	1,855	1,225	420	3,500
	Publications/Marketing Material	1,855	1,225	420	3,500
	Utilities	9,688	6,398	2,193	18,279
	Meetings / Conferences	795	525	180	1,500
	Telephone	1,844	1,218	418	3,480
	Equipment (under \$5,000)	1,511	998	341	2,850
	Equipment Lease	3,767	2,488	853	7,108
	Service Maintenance Agreement	875	578	197	1,650
	Professional Memberships				-
	Subscriptions				-
	Postage	345	228	77	650
	Office Supplies	7,950	5,250	1,800	15,000
	Consultant/Subcontract (under \$10,000)	1,060	700	240	2,000
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		1,875	625	2,500
	Other: (alarm and first aid kits)	5,194	3,430	1,176	9,800
	Operations Related Activities Subtotal	209,898	402,331	135,420	747,649
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	209,898	402,331	135,420	747,649
ADMINISTRATION	Administration:				
	Salaries		944	314	1,258
	Benefits		456	152	608
	Other: Indirect	11,906	7,863	2,696	22,465
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	11,906	9,263	3,162	24,331
	Grand Total	221,804	411,594	138,582	771,980

WIA Budget

Orange County One-Stop Center-Southern Region

FY 11/12

	DISLOCATED WORKER	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	111,334	594,292	179,598	885,224
	Benefits	43,366	221,282	66,541	331,189
	Monthly Rent	71,568	59,640	17,893	149,101
	Lease Termination Cost	22,374	18,645	5,593	46,612
	Staff Training	1,344	1,120	336	2,800
	Printing	2,712	2,260	678	5,650
	Publications/Marketing Material	2,232	1,860	558	4,650
	Utilities	18,154	15,128	4,539	37,821
	Meetings / Conferences	1,824	1,520	456	3,800
	Telephone	3,456	2,880	864	7,200
	Equipment (under \$5,000)	3,192	2,660	798	6,650
	Equipment Lease	7,060	5,883	1,765	14,708
	Service Maintenance Agreement	1,200	1,000	300	2,500
	Professional Memberships	720	600	180	1,500
	Subscriptions	648	540	162	1,350
	Postage	744	620	186	1,550
	Office Supplies	10,688	8,907	2,672	22,267
	Consultant/Subcontract (under \$11,000)	960	800	240	2,000
	Consultant/Subcontract (over \$11,000)				-
	Travel / Mileage		2,464	736	3,200
	Other: (alarm and first aid kits)	5,760	4,800	1,440	12,000
	Operations Related Activities Subtotal	309,336	946,901	285,535	1,541,772
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services				-
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	309,336	946,901	285,535	1,541,772
ADMINISTRATION	Administration:				
	Salaries		1,360	407	1,767
	Benefits		673	420	1,093
	Other: Indirect	22,222	18,518	5,556	46,296
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	22,222	20,551	6,383	49,156
	Grand Total	331,558	967,452	291,918	1,590,928

WIA Budget

Orange County One-Stop Center-Southern Region

FY 11/12

	ADDITIONAL FUNDING	Budget SSA (OJT/WEX)
PROGRAM	Operations Activities:	
	Salaries	8,274
	Benefits	4,050
	Monthly Rent	3,450
	Printing	188
	Publications / Marketing Materials	
	Telephone	188
	Utilities	900
	Equipment Lease	225
	Office Supplies	581
	Meetings / Conferences	
	Equipment (\$1-\$4,999)	600
	Travel / Mileage	188
	Other: Background Checks	300
	Other: Services Maintenance Agreement	30
	Operations Related Activities Subtotal	18,974
	Direct Client Related Activities:	
	Participant Wages and Benefits	28,416
	Employer Reimbursement/OJT	5,040
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	33,456
	Program Subtotal	52,430
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	1,570
	Travel/Mileage	
	Other Subtotal	-
	Administration Subtotal	1,570
	Grand Total	54,000

WIA Budget

Orange County One-Stop Center-Southern Region

FY 11/12

	ADDITIONAL FUNDING	<u>Budget</u> Adult (OJT/WEX)
PROGRAM	Operations Activities:	
	Salaries	18,572
	Benefits	5,435
	Office Supplies	
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	265
	Other:	
	Operations Related Activities Subtotal	24,272
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	24,272
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
	Other: Indirect Cost	728
	Other Subtotal	728
	Administration Subtotal	728
	Grand Total	25,000

WIA Budget

Orange County One-Stop Center-Southern Region

FY 11/12

	ADDITIONAL FUNDING	Budget SCSEP-OC
PROGRAM	Operations Activities:	
	Salaries	32,238
	Benefits	16,909
	Office Supplies	401
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
PROGRAM	Travel / Mileage	
	Other:	
	Operations Related Activities Subtotal	49,548
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
PROGRAM	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
PROGRAM	Direct Client Related Activities Subtotal	-
	Program Subtotal	49,548
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
ADMINISTRATION	Other:	
	Other Subtotal	-
	Administration Subtotal	-
ADMINISTRATION	Grand Total	49,548

WIA Budget

Orange County One-Stop Center-Southern Region

FY 11/12

NEG-Multi-Sector	Budget				Total
	Core	Intensive	Training	Supportive Sycs	
PERSONNEL COSTS:					
Salaries	35,308	48,393	8,263		91,964
Benefits	3,982	5,812	968		10,762
Subtotal Personnel	39,290	54,205	9,231	-	102,726
OTHER COSTS (NON-PERSONNEL)					
Facility/Indirect	885	3,096	442		4,423
Utilities	225	785	112		1,122
Communications - Telephone	43	150	21		214
Equipment Lease	87	305	44		436
Printing /Publications/Marketing Material	400	1,400	200		2,000
Materials and Supplies	220	767	109		1,096
Travel / Mileage	511	1,783	255		2,549
Subtotal Other	2,371	8,286	1,183	-	11,840
PARTICIPANT RELATED COST					
Training Cost (50%)					-
Work Experience					-
Customized Training					-
Classroom Training					-
Employer Reimbursement/OJT					-
Subtotal Training Related Cost	-	-	-	-	-
Supportive Services (2.5%)				6,944	6,944
TOTAL COSTS	41,661	62,491	10,414	6,944	121,510

COST CATEGORIES

1	Salaries	
2	Benefits	
3	Monthly Rent	
4	Lease Termination Cost	
5	Staff Training	
6	Printing	
7	Publications/Marketing Material	
8	Utilities	
9	Meeting / Conferences	
11	Telephone	
11	Equipment: under \$5,000	
12	Equipment: Lease	
13	Service Maintenance Agreement	
14	Professional Memberships	
15	Subscriptions	
16	Postage	
17	Office Supplies	
18	Consultant/Subcontract (under \$11,000)	
19	Consultant/Subcontract (over \$11,000)	
20	Travel/Mileage	
21	Other (alarm and first aid kits)	
22	Participant: Wages & Benefits	
23	Employer Reimbursement/CJT	
24	Participant Training Cost	
25	Participant Supportive Services	
26	Other:	
ADMINISTRATION		
1	Salaries	
2	Benefits	
3	Operations	
4	Indirect	
5	Travel/Mileage	
6	Other:	

July	August	September	October	November	December	January	February	March	April	May	June	Total
7/1-7/31/11	8/1-8/31/11	9/1-9/30/11	10/1-10/31/11	11/1-11/30/11	12/1-12/31/11	1/1-1/31/12	2/1-2/29/12	3/1-3/31/12	4/1-4/30/12	5/1-5/31/12	6/1-6/30/12	
34,506	34,506	34,506	34,506	34,506	34,506	34,506	34,506	34,506	34,506	34,506	34,501	414,087
13,654	13,654	13,654	13,654	13,654	13,654	13,654	13,654	13,654	13,654	13,654	13,659	163,863
8,246	8,246	8,246	8,246	8,246	8,246	8,246	8,246	8,246	8,246	8,246	8,248	74,954
-	-	-	-	-	-	-	-	-	-	-	22,958	22,958
525	525	525	525	525	525	875	525	525	875	1,225	1,225	3,500
1,523	1,523	1,523	1,523	1,523	1,523	1,523	1,523	1,523	1,523	1,523	1,526	18,279
280	280	280	280	280	280	280	280	280	280	280	280	3,480
592	592	592	592	592	592	592	592	592	592	592	596	7,108
-	-	-	-	-	-	-	-	-	-	-	1,660	1,660
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
300	-	2,250	-	-	-	228	-	-	183	-	259	850
-	-	-	-	-	-	3,750	-	-	3,750	-	5,250	15,000
-	-	-	-	-	-	-	-	-	500	-	700	2,000
490	490	500	490	250	480	250	250	250	500	250	250	2,500
-	-	-	-	480	480	1,470	480	480	480	2,450	1,470	9,600
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
105	105	105	105	105	105	105	105	105	105	105	103	1,268
51	51	51	51	51	51	51	51	51	51	51	47	608
1,744	1,719	1,817	1,726	1,727	1,726	1,806	1,727	1,727	1,866	1,876	2,814	22,465
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
60,026	69,176	62,549	69,408	69,434	69,411	65,593	69,434	69,434	67,314	64,556	95,645	771,980

ORANGE COUNTY ONE STOP CENTER - Southern Region
FY 11-12 EXPENDITURE PLAN

Dislocated Workers

COST CATEGORIES

PROGRAM

	July 7/1- 7/31/11	August 8/1- 8/31/11	September 9/1- 9/30/11	October 10/1- 10/31/11	November 11/1- 11/30/11	December 12/1- 12/31/11	January 1/1- 1/31/12	February 2/1- 2/28/12	March 3/1- 3/31/12	April 4/1- 4/30/12	May 5/1- 5/31/12	June 6/1- 6/30/12	Total
1 Salaries	73,769	73,769	73,769	73,769	73,769	73,769	73,769	73,769	73,769	73,769	73,769	73,765	885,224
2 Benefits	27,599	27,599	27,599	27,599	27,599	27,599	27,599	27,599	27,599	27,599	27,599	27,600	331,189
3 Monthly Rent	12,425	12,425	12,425	12,425	12,425	12,425	12,425	12,425	12,425	12,425	12,425	12,426	149,101
4 Lease Termination Cost												46,612	46,612
5 Staff Training	420									700	980	700	2,800
6 Printing			1,413				1,878			1,978		281	6,650
7 Publications/Marketing Material	688									1,163	1,628	1,161	4,650
8 Utilities	3,152	3,152	3,152	3,152	3,152	3,152	3,152	3,152	3,152	3,152	3,152	3,149	37,821
9 Meeting / Conferences				570				950		850	1,330		3,800
11 Telephone	600	600	600	600	600	600	600	600	600	600	600	600	7,200
12 Equipment (under \$5,000)										1,663	1,663	3,324	6,650
13 Service Maintenance Agreement	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,226	1,222	14,708
14 Professional Memberships				525					525			2,500	2,500
15 Subscriptions				203					336		473	336	1,350
16 Postage		233		233			386			386		308	1,650
17 Office Supplies			3,340				5,567			7,783	3,340	2,227	22,267
18 Consultant/Subcontract (under \$11,000)	300									500	700	500	2,000
19 Consultant/Subcontract (over \$11,000)													
20 Travel/Mileage													
21 Other:	240	240	640	240	2,400	320	240	320	2,640	640	640	640	3,200
22 Participant Wages & Benefits													12,000
23 Employer Reimbursement/OUT													
24 Participant Training Cost													
25 Participant Supportive Services													
26 Other (alarm and first aid kits)													
ADMINISTRATION													
1 Salaries	147	147	147	147	147	147	147	147	147	147	147	150	1,767
2 Benefits	91	91	91	91	91	91	91	91	91	91	91	92	1,093
3 Operations													
4 Indirect	3,613	3,677	3,732	3,816	3,635	3,580	3,806	3,608	3,668	4,108	8,351		46,286
5 Travel/Mileage													
6 Other:													
GRAND TOTAL													
	124,280	123,069	128,374	124,396	125,044	123,149	130,990	124,127	128,180	141,292	140,914	179,123	1,690,928

GRAND TOTAL

COST CATEGORIES

- 1 Salaries
- 2 Benefits
- 3 Office Supplies
- 4 Consultant/Subcontract (under \$11,000)
- 5 Consultant/Subcontract (over \$11,000)
- 6 Travel/Mileage
- 7 Other:
- 8 Participant Wages & Benefits
- 9 Employer Reimbursement/OUT
- 10 Participant Training Cost
- 11 Participant Supportive Services
- 12 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

[illegible]

COST CATEGORIES

- 1 Salaries
- 2 Benefits
- 3 Office Supplies
- 4 Consultant/Subcontract (under \$11,000)
- 5 Consultant/Subcontract (over \$11,000)
- 6 Travel/Mileage
- 7 Other:
- 8 Participant Wages & Benefits
- 9 Employer Reimbursement/CUT
- 10 Participant Training Cost
- 11 Participant Supportive Services
- 12 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

[illegible]

ORANGE COUNTY ONE STOP CENTER - Southern Region FY 11-12 EXPENDITURE PLAN

NEG-MULTI SECTOR

COST CATEGORIES

PERSONNEL COSTS

- 1 Salaries
- 2 Benefits

Subtotal Personnel

OTHER COSTS (NON-PERSONNEL)

- 3 Facility / Indirect
- 4 Utilities
- 5 Communication - Telephone
- 6 Equipment Lease
- 7 Printing/Publications/Marketing Material
- 8 Materials and Supplies
- 9 Travel/Mileage

Subtotal Other

PARTICIPANT RELATED COST

- Training Cost (50%)
- 10 Work Experience
- 11 Customized Training
- 12 Classroom Training
- 13 Employer Reimbursement/OUT
- Subtotal Training Related Cost
- 14 Supportive Services (2.5%)

GRAND TOTAL

	August 8/1- 8/31/11	September 9/1- 9/30/11	October 10/1- 10/31/11	November 11/1- 11/30/11	December 12/1- 12/31/11	January 1/1- 1/31/12	February 2/1- 2/29/12	Total
1 Salaries	13,138	13,138	13,138	13,138	13,138	13,138	13,136	91,964
2 Benefits	1,537	1,537	1,537	1,537	1,537	1,537	1,540	10,762
Subtotal Personnel	14,675	14,675	14,675	14,675	14,675	14,675	14,676	102,726
3 Facility / Indirect								
4 Utilities	632	632	632	632	632	632	631	4,423
5 Communication - Telephone	160	160	160	160	160	160	162	1,122
6 Equipment Lease	31	31	31	31	31	31	28	214
7 Printing/Publications/Marketing Material	62	62	62	62	62	62	64	436
8 Materials and Supplies		600	200	200	400	200	400	2,000
9 Travel/Mileage		329	110	110	219	110	218	1,096
Subtotal Other	885	2,579	1,460	1,460	2,014	1,460	2,012	11,840
PARTICIPANT RELATED COST								
Training Cost (50%)								
10 Work Experience								-
11 Customized Training								-
12 Classroom Training								-
13 Employer Reimbursement/OUT								-
Subtotal Training Related Cost	-	-	-	-	-	-	-	-
14 Supportive Services (2.5%)			2,083	1,389	694	1,389	1,389	6,944
GRAND TOTAL	15,560	17,254	18,208	17,514	17,383	17,514	18,077	121,510

Personnel Breakdown by Funding Stream

Coast Community College District / Coastline Community College/Orange County One-Stop Center - South

[illegible]



Apple Inc.

Statement of Work

Deliver To

John Hanna
Delivery Contact
Golden West College
Organization
15744 Goldenwest Street
Address 1

Address 2
Huntington Beach CA 92647
City State Zip
714-892-7711 x58310
Phone
jhanna@gwc.cccd.edu
Email Address

Agreement Information

092014114851
Agreement Number
Free Svcs
PO Number

Apple Contact

West
Area ASM
Jennifer Jones
Apple Contact
512-674-6936
Phone
jennifer.jones@apple.com
Email Address

Summary of Services (see attached Summary of Service)

Apple Professional Services will provide (1) 1-day Architecture & Integration Services (maximum of 8 hours) to assist with the following services on Page 4.

Order must be completed by September 15, 2012 – (12) months from purchase.

Please sign and fax this Form to 305-489-7864 or email to eduservices@apple.com

Authorization

Customer and Apple Inc. ("Apple"), by the signature of their authorized representative below, agree to the provision of Services described herein in accordance with the terms and conditions set forth on page 2 of this Agreement.

Customer Signature _____ Date _____

Customer Name & Title (print) _____

Apple Signature _____ Date _____

Apple Name & Title (print) _____

12/16/2011	09/15/2012	Time & Materials	
Estimated Start Date	Estimated End Date	Engagement Type	
D4699LL/A 1-Day Arch & Int Svcs	1	\$0.00	\$0.00
Part Number	Qty (Units/Days)	Rate	Total Line 1
Part Number	Qty (Units/Days)	Rate	Total Line 2
Part Number	Qty (Units/Days)	Rate	Total Line 3
Estimated Expenses			
Total Estimated Charges		\$0.00	

Terms and Conditions

1 **Payment.** Customer agrees to pay for Services, as described herein, on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to prepay for Services unless previously approved and indicated by the specific part number on the Purchase Order. Charges for fraction of hours shall be rounded to the nearest whole number. Provided Customer is eligible for Apple's credit terms, charges for Services will be invoiced after the Services are performed on a monthly basis unless otherwise specified. Customer shall make payment for Services and reasonable travel and living expenses incurred by Apple within 30 days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of 1.5% per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

2 **Services.** Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services to be provided. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at anytime and may provide the same or similar Services to other customers. Services supplied by Apple under this Agreement are provided to assist Customer. Customer, not Apple, will be responsible for determining objectives.

3 **Property Rights.** Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, nontransferable (without right to sublicense) license to use the software or other proprietary rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

4 **Warranty.** Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THIS AGREEMENT.

5 **Liability.** TO THE EXTENT PERMITTED BY LAW, APPLE WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES, SUCH AS LOST PROFITS, EVEN IF APPLE HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. IN THE EVENT THAT APPLE SHALL FAIL TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO REPERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICES IN QUESTION IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER ALL THEORIES OF LAW. SUCH REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES OR AGENTS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY AND DEATH.

6 **Confidentiality.** To the extent permitted by law, both parties agree to preserve the confidentiality of data and information relating to the other's business, including data and information belonging to third parties, that is either in writing marked as confidential or, if disclosed orally, communicated as confidential at time of disclosure and confirmed as confidential in writing within thirty (30) days of disclosure ("Confidential Information"). Neither party will have any obligation to maintain the confidentiality of any data or information which (a) was in the receiving party's lawful possession prior to the submission thereof by the owning party (b) is lawfully obtained by the receiving party from a third party under no obligation of confidentiality, (c) is or becomes generally known or available other than by unauthorized disclosure, or (d) is independently developed by either party. Both parties will keep all Confidential Information in confidence and will not disclose any item of Confidential Information to any person other than employees, agents, or contractors who need to know the same in the performance of their duties to the parties. The receiving party will protect and maintain the confidentiality of all Confidential Information with the same degree of care as it employs to protect its own Confidential Information, but in any event with at least a reasonable degree of care. Apple is not precluded from developing and marketing products, which provide the same or similar functionality as the Services, provided that such products do not use Customer's Confidential Information or incorporate work originally created by or owned by Customer. Neither party may export the other's Confidential Information without the other party's written consent. The obligations created under this Section shall survive termination of this Agreement for a period of five (5) years.

7 **Term.** This Agreement shall terminate on the End Date. If no End Date is specified, this Agreement shall terminate twelve (12) months from the date of this Agreement. This Agreement may be renewed or extended upon the mutual consent of the parties. Customer will have the right to terminate this Agreement after work has commenced upon ten (10) days written notice, provided that Customer will pay to Apple all charges for Services performed and all expenses incurred by Apple up to the effective date of such termination. Apple may at its option terminate this Agreement immediately if Customer has (i) failed to cure any breach of this Agreement within thirty (30) days of written notice from Apple, (ii) breached the terms of section 6, or (iii) failed to pay an outstanding sum within five (5) days of written notice of delinquency. In addition, Apple may at its option suspend Services immediately upon Customer's failure to make payment in accordance with this Agreement. The provisions of Sections 1, 3, 4, 5, 8, 9, 10, 11 and 12 shall survive termination.

8 Non-Solicitation. During the term of this Agreement, and for one (1) year thereafter, Customer shall not offer employment to, or employ, an employee or contractor of the other party directly involved in the Services, or induce such employee or contractor of Apple to breach any employment agreement or services contract with the Apple. This provision shall not preclude Customer from making offers of employment through public advertisements.

9 Publicity. In connection with Apple's promotion of its professional services, including but not limited to, the listing on its web site of customers who have utilized such services, Customer grants to Apple a worldwide non-exclusive royalty free license to publicly use Customer's name and trademark(s). Apple agrees to make reasonable efforts to adhere to any trademark guidelines that Customer may wish Apple to adopt, as delivered in writing to Apple from time to time.

10 Third Party Software Waiver and Authorization. Should Customer provide Apple with any third party software, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's computer equipment then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on each piece of computer equipment requested by Customer; (iii) Customer shall be responsible for any Apple loss or liability due to a breach of the warranty in (ii) above; (iv) notwithstanding (ii) above, Customer specifically warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer agrees that Apple shall not be deemed to have accepted any Software terms on its own behalf as a consequence of installing the Software for Customer; and (vii) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the Apple installed Software.

11 Cancellation Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple at providers@apple.com. Apple is not responsible for errors in the delivery of cancellation or reschedule notices. When notice is received at least fifteen calendar days (15) days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or reschedule allowances for Service changes made within fourteen (14) days of the estimated start date of Services. Apple reserves the right to cancel or reschedule Services dates at any time, or replace personnel who may be assigned to deliver the Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

12 Miscellaneous. To the extent permitted by law the laws of the state of California shall govern this Agreement. Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm. If any provision of this Agreement should be held to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions, and the parties will substitute for such provision an enforceable and valid provision, which most closely approximates the intent and economic effect of the unenforceable or invalid provision. This Agreement constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals, both written and oral, and all other written and oral communications between the parties. No modification to the Agreement will be binding unless it is in writing and signed by an authorized representative of each party. Apple may use subcontractors to perform any Services hereunder. Any quote for Services will be valid for 30 days, unless otherwise specified.



Summary of Services

T4955 - Golden West College: Backup Services

Apple Professional Services will provide an experienced engineer or engineers with Apple certification or equivalent experience and past professional experience deploying into production and providing administrator-level coaching and mentoring in specific technologies as follows:

Professional Experience

- Mac OS X and Mac OS X Server Configuration and Integration
- PresSTORE
- Tandberg Storage Solutions
- Apple Certified Systems Administrator v10.6 Certification or higher

for (1) onsite day.

Customer acknowledges that all services delivered under this agreement will be delivered on a "Best Effort" basis and that, as a Time and Materials engagement, there is no guaranteed completion of a specific project or deliverable other than Engineering time.

All items below are included for informational purposes only but are NOT guaranteed deliverables or this engagement:

Engagement Tasks

- Continue the services performed during a separate engagement by completing the following:
 - Installation and configuration of PresSTORE backup module for weekly full and/or nightly incremental backups to a Tandberg tape library

Unless otherwise specified in this Description of Services, all physical setup, configuration and troubleshooting of dependent hardware and software (e.g. Wireless Networks, Windows Servers and Active Directory Domain Services) required for this service must be completed before Apple Professional Services engineer arrives onsite.

CCCD Contract No.: _____

STANDARD ARCHITECTURAL SERVICES AGREEMENT

Between

COAST COMMUNITY COLLEGE DISTRICT

and

Bundy - Finkel Architects

**For the Orange Coast College Swap Meet/Special Events
Restroom Building**

On the Property Located at

2701 Fairview Rd., Costa Mesa, CA 92626

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COAST COMMUNITY COLLEGE DISTRICT

STANDARD ARCHITECTURAL SERVICES AGREEMENT

This Standard Architectural Services Agreement (this "**Agreement**") is made and entered into by and between Coast Community College District, a community college district organized and operating pursuant to Education Code Sections 70900 *et seq.* (the "**District**"), and Hill Partnership Inc, a Corporation (the "**Architect**"). The District and the Architect are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." This Agreement is made with reference to the following facts:

RECITALS

A. Each person performing professional architectural services hereunder on behalf of the Architect shall be fully licensed by the California Architects Board (the "**CAB**") to provide architectural services in conformity with the laws of the State of California. Each person performing professional engineering or surveying services hereunder on behalf of the Architect shall be fully licensed by the California Board for Professional Engineers and Land Surveyors (the "**CBPELS**") to provide engineering or surveying services in conformity with the laws of the State of California.

B. The District now owns, or is in the process of acquiring, certain real property located at 2701 Fairview Rd., in Costa Mesa, California (the "**Site**") at which the District currently, or in the future intends to, conduct college classes and/or related administrative functions.

C. The District intends to cause a district or college facility to be designed and constructed upon the Site and/or cause certain modifications, alterations, additions and improvements to be made to one or more of the buildings and/or other facilities located on the Site. The design, construction, and/or improvement of said district or college facility is referred to herein as the "**Project**". Exhibit "A" to this Agreement contains a more detailed description of the Project.

D. The District wishes to engage the Architect to perform certain architectural and related services in connection with the Project, and the Architect wishes to provide such services to the District, all subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: GENERAL CONDITIONS TO ARCHITECT'S PERFORMANCE

1.1 **Basic and Supplemental Services.** The Architect hereby agrees to perform for the District, subject to all of the terms and provisions of this Agreement, (a) the services identified in Article 2 of this Agreement (the "**Basic Services**") and (b) if authorized by the District in writing pursuant to Article 3 of this Agreement, those services identified in said Article 3 (the "**Supplemental Services**"). The Basic Services and the Supplemental Services are sometimes collectively referred to herein as the "**Architect's Services**". In performing the Architect's Services, the Architect shall comply with all of the terms and conditions of this Agreement, including without limitation the general conditions set forth in this Article 1 and any representations and warranties of the Architect set forth in this Agreement.

1.2 **Standard of Care.** The Architect's Services shall be performed in a manner consistent with professional skill and care and the orderly progress of the design and construction of the Project. The Architect represents that in performing the Architect's Services, the Architect (together with all individuals employed by or under the supervision of the Architect) will adhere to the standards of care and professionalism established or required by the CAB for architects licensed to practice in California. In addition, the Architect's Proposal for Architectural Services and Firm Qualifications dated March 31, 2011, are included as Exhibit "M" and are incorporated into the Agreement to further establish the Architect's level of standard of care.

1.3 **Key Personnel.** Each and every one of the persons identified on Exhibit "B" to this Agreement ("**Key Personnel**") shall personally oversee the Architect's performance of its obligations under this Agreement. Each of the Key Personnel shall make himself or herself available to resolve any disputes or potential disputes that may arise during the Architect's performance of the Architect's Services. If, during the term of this Agreement, any of the Key Personnel should cease to be employed by the Architect or otherwise fail to personally oversee the performance of the Architect's Services, the Architect shall submit a replacement for such person, who may be approved or disapproved by the District in the District's sole discretion. The Architect's failure to submit a replacement acceptable to the District shall be cause for termination of this Agreement by the District pursuant to Section 7.2 below.

1.4 **Budgets and Time Schedules.** The Architect shall use its best efforts to adhere to all budgets and time schedules prepared by the Architect and/or the District in connection with the Project, and shall not exceed same except for reasonable cause. The Architect shall notify the District in writing immediately if and when the Architect determines that a reasonable possibility exists that any such budgets or time schedules will (or may) be exceeded. Such written notice shall specify the reasons why such budgets or time schedules will (or may) be exceeded.

1.5 **Completion Deadlines.** The Project consists of the following stages and phases, which are defined and described in Article 2 of this Agreement:

➤ Preparation of Project Schedule

- Schematic Design Phase
- Design Development Phase
- Submittal of Preliminary Drawings (Design Development completion level) to the State
- Chancellor's Office (for courtesy review)
- Construction Documents Phase
- Submittal of Contract Documents to DSA (defined below)
- Approval of Contract Documents by DSA

- Submittal of DSA approved Contract Documents to State Chancellor's Office (for courtesy review)
- Bidding Phase
- Construction Phase
- Post-construction/Close out Phase

The Architect shall cause those stages and phases of the Project to be completed on or before the deadlines identified in the Schedule of Project Deadlines set forth at Exhibit "C". If at any time the Architect determines there is a reasonable likelihood the Architect will be unable to meet one or more of those deadlines, the Architect shall notify the District in writing. Such written notice shall specify the reasons why the Architect will (or may) be unable to meet the deadline(s) in question, and shall indicate the date(s) on which the Architect anticipates that the subject stage(s) or phase(s) will be completed. Except as noted below in this Section 1.5, the Architect's delivery and/or the District's receipt of any such notice shall neither be deemed a waiver of any rights the District may have to insist on conformance with the deadline nor a waiver of any remedies available to the District for the Architect's failure to comply with the deadline. However, if any such deadline is missed for reasons not caused by the Architect and not under the Architect's control, then the District will agree to a reasonable extension of that deadline. With respect to approval of the Construction Documents (as defined in Section 2.7.1 below) by California's Department of General Services, Division of the State Architect ("DSA"), if the DSA fails to approve the Construction Documents by the approval deadline set forth above, then the District will agree to a reasonable extension of that approval deadline if all of the following conditions are met: (a) the Architect submitted the Construction Documents (plus all related forms, applications and other submission materials required by the DSA) to the DSA on or before the submittal deadline set forth above; (b) the DSA's failure to approve the Construction Documents by the approval deadline is not based on the DSA's determination that those Construction Documents (or other such forms, applications, or submission materials) are inadequate or incomplete; and (c) the DSA's failure to approve the Construction Documents by the approval deadline is not otherwise caused by the negligent acts, errors, or omissions of the Architect.

1.6 Confidentiality. The Architect shall maintain the confidentiality of any and all information provided to the Architect by the District, unless otherwise required by law. Unless

the Architect is notified to the contrary by the District in writing, the Architect should presume that all such information (including without limitation information pertaining to budgetary matters and/or hazardous materials) is confidential. The Architect shall not release any such information (except to the persons identified in the following sentence) without the District's prior written consent. The Architect shall require its employees, subcontractors, consultants, and other third parties to whom the Architect is permitted or required to disclose such information in the performance of the Architect's duties under this Agreement to similarly maintain the confidentiality of such information. Notwithstanding the foregoing, nothing set forth in this Section 1.6 shall cause the Parties to treat as confidential any information which is identified by Section 17.18 as not being confidential. Moreover, nothing in this Section 1.6 shall prohibit the release of information to the extent and in the manner that such information is authorized to be released pursuant to Section 17.8 below.

1.7 Conflicts of Interest; Litigation. The Architect shall not, without the District's prior written consent, engage in any activity or accept any employment, interest or compensation that would reasonably appear to compromise the Architect's professional judgment with respect to the Project. Further, the Architect represents and warrants that it has no unresolved litigation pending against it for claims based on services provided by the Architect.

1.8 Knowledge of and Compliance with Applicable Laws. The Architect, and all persons and/or entities performing the Architect's Services on behalf of Architect, shall at all times during the term of this Agreement have sufficient knowledge of all laws, statutes, ordinances, regulations, and other legal requirements (including, without limitation, any rules and guidelines promulgated there under) applicable to the design and/or construction of the Project and/or otherwise applicable to any of the Architect's Services (collectively, "**Applicable Laws**") necessary to enable the Architect to perform the Architect's Services (including without limitation preparation of any documents required to be prepared hereunder by or with the assistance of the Architect) in conformance with Applicable Laws. In the performance of the Architect's Services, the Architect, and all persons and/or entities performing the Architect's Services on behalf of Architect, shall comply with all Applicable Laws.

1.9 Compliance with Requests of Government Agencies. Unless otherwise directed by the District, the Architect shall respond to and comply with requests relative to the Project made by any and all federal, state, regional or local governmental entities having jurisdiction over the Project (collectively, "**Governmental Agencies**"), including without limitation: the California Department of Finance ("**DOF**"); the DSA; the California Department of General Services, California's State Allocation Board ("**SAB**"); the California State Public Works Board ("**SPWB**"); and the building department, planning department, zoning department, health department, public works department, or any similar department, agency, or subdivision of any city or county having jurisdiction over the Project.

1.10 Ownership of Architect's Work Product. All plans, specifications, drawings, and estimates relative to the Project prepared by the Architect and/or its employees, subcontractors

and consultants (collectively, the “**Project Documents**”) shall be and remain the property of the District. Without limiting the generality of the foregoing, the Project Documents include the Project Schedule, the Budget, the Schematic Design Documents, the Design Development Documents and the Construction Documents, all as defined in Article 2 below. Also without limiting the generality of the foregoing, the Project Documents shall be and remain the property of the District regardless of the format on which said items are prepared or stored, including without limitation paper copies, original or reproducible transparencies, AutoCAD R-2007 files (or similar computer-aided drafting or design formats), or other types of computerized data. Finally, and again without limiting the generality of the foregoing, the District specifically maintains ownership of the design of the Project and the design of any buildings or other improvements which are a part thereof, despite the fact that such design may have been created or prepared by the Architect or its employees, subcontractors, and consultants, and such design may not be re-used by the Architect or its employees, subcontractors, or consultants without the specific prior written consent of the District. Notwithstanding the foregoing, the official copyright in all Project Documents shall remain with the Architect; however, the Project Documents themselves shall be the property of the District as set forth in this Section 1.10, and the District may use the Project Documents in the manner and for the purposes specified in Sections 1.10.1, 1.10.2, and 1.10.3 below.

1.10.1 Right to Use. The Architect grants to the District the right to use and reuse all or any part of the Project Documents at the District’s sole discretion and with no additional compensation to the Architect, for the purposes of (a) construction of all or part of the Project; (b) the repair, renovation, modernization, replacement, reconstruction, or expansion of the Project; or (c) the construction of another project by or for the District for the District’s ownership and/or use. The District is not bound by this Agreement to employ the services of the Architect in the event any of the Project Documents are used for such purposes. The District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit the District’s right to recover for latent defects or for errors or omissions of the Architect; provided, however, that any use or reuse by the District of the Project Documents on any project other than this Project without employing the services of the Architect shall be at the District’s own risk with respect to third parties. If the District uses or reuses the Project Documents on any project other than this Project without employing the services of the Architect, it shall remove the Architect’s seal from the Project Documents and indemnify and hold harmless the Architect from claims arising out of the use or re-use of the Project Documents on such other project. The Architect shall not be responsible or liable for any revisions to the Project Documents made by any person or entity other than (i) the Architect, (ii) a person or entity acting on behalf of the Architect and/or for whose acts Architect is responsible or liable, or (iii) any person or entity approved in writing by Architect to revise the Project Documents.

1.10.2 License. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any

intellectual property rights therein. The Architect shall require any and all of the Architect's subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

1.10.3 **Right to License.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs, and other intellectual property embodied in the Project Documents that the Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to Article 11 of this Agreement for any breach of this Section.

ARTICLE 2: SCOPE OF ARCHITECT'S SERVICES

2.1 Basic Services Applicable to All Stages and Phases of the Project.

2.1.1 **General Architectural and Engineering Services.** The Architect shall perform any and all architectural design, structural engineering, civil engineering, mechanical engineering, electrical engineering, landscape architecture, and construction administration services, and any other professional architectural services requested by the District (other than the Supplemental Services), which in the opinion of the Architect and/or the District are necessary for the completion of the Project.

2.1.2 **Coordination With and Oversight by Program Manager.** The District may, at its option, utilize the services of a construction program manager (the "**Program Manager**") in connection with the Project. The Program Manager's duties may include any or all of the following, at the District's discretion: acting as an advisor to the District and to the Architect in the areas of construction technology, constructability, scheduling, markets, and/or costs; assisting the District and the Architect with identifying early purchase or long lead-time items; assisting the District and the Architect with the preparation of Contract Documents (as defined in Section 2.7.1 below); assisting the District and the Architect in obtaining bids and awarding either one (1) Construction Contract (defined in Section 2.7.1 below) to the General Contractor (defined in Section 2.7.1 below), or awarding multiple Construction Contracts to multiple contractors for various aspects of the Project (the "**Prime Contractors**"); and coordinating negotiations relative to the construction of the Project. If the District elects to utilize the services of a Program Manager, then the Architect shall cooperate with the Program Manager in connection with the performance of the Architect's duties hereunder.

2.1.3 **Assistance with Government Approvals.** The Architect shall assist the District in obtaining required approvals from Governmental Agencies necessary for the design, construction, and commencement of operation of the Project, including without limitation approvals relative to the provision of electrical, gas, water, sanitary or storm sewer, telephone, and other utilities to the Site.

2.1.4 Attendance at Project Coordination Meetings; Responsiveness; Preparation of Minutes. The Architect shall attend regular Project coordination meetings (at such times and places as established by the District in its discretion) between the Architect, its consultants, the District's representatives, the District's consultants, the Program Manager and the General Contractor (as defined in Section 2.7.1 below) throughout the design and construction of the Project. The Architect shall respond promptly with respect to matters assigned to the Architect for action or resolution. The Architect shall make a written record of all such meetings, and of any other meetings, conferences, discussions, and decisions made between or among the District, the Architect, the Program Manager and the General Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the Work (defined below). The Architect shall provide a copy of such record to the District. As used herein, the term "**Work**" means the construction and services required by the Contract Documents (as defined in Section 2.7.1 below), whether incomplete, partially completed or fully completed, and includes all other labor, materials, equipment and services provided or to be provided by the General Contractor (or, where there is no General Contractor, by each Prime Contractor) to fulfill the General Contractor's (or Prime Contractors') obligations. Notwithstanding the foregoing, upon written notice to the Architect from the District or the Project Manager, the written records of any or all such meetings, conferences, discussions and decisions (as specified in the notice) shall be prepared by the Project Manager rather than by the Architect.

2.1.5 Attendance and Presentations at Public Meetings. To the extent requested by the District, the Architect shall prepare for and make formal presentations to the District's Board of Trustees, and shall attend public hearings and other public meetings related to the Project.

2.1.6 Existing Utilities. The Architect shall be responsible for determining the capacity of any existing utilities serving the Site, and for any design or documentation required to make points of connection to existing utility services or relocation of existing utilities at the Site required for the Project.

2.1.7 Revisions of Documents to Correct Inconsistencies. If the District at any time discovers that any of the Project Documents do not conform to written instructions previously given to the Architect by the District, the District shall promptly notify the Architect of the discrepancy, and the Architect shall promptly revise the Project Documents to conform to those written instructions.

2.1.8 Changes Required by Government Agencies. If any Government Agency (or any other third party having the legal right to do so) requires that any of the Project Documents be modified or that additional Project Documents be prepared, the Architect shall so modify and prepare the Project Documents upon the District's request. If the requirement arises prior to the completion of the Design Development Documents, such modification or preparation shall be Basic Services. If the requirement arises after the completion of the Design Development Documents, such modification or preparation shall be Supplemental Services.

2.1.9 Assistance with Legal Proceedings. To the extent requested by the District, the Architect shall attend legal hearings and proceedings, and cooperate with the District's attorneys in preparation for such hearings and proceedings, relating to third-party claims against the District which either (a) allege errors or omissions on the part of the Architect, or (b) in the opinion of the District may have arisen from errors or omissions on the part of the Architect.

2.1.10 Architect's Employees, Engineers, Subcontractors, and Consultants. As part of the Basic Services, the Architect shall comply with the provisions of Article 10 hereof with respect to any and all of the Architect's employees and any engineers, subcontractors, and consultants employed or retained by the Architect.

2.1.11 Graphics and Signage. The Architect shall provide design and other services required for or in connection with interior and exterior graphics and signage following the standards provided by the District.

2.1.12 General Project Administration. The Architect shall manage the Architect's Services and administer the Project as described in Article 2. The Architect shall consult with the District, research applicable design criteria, attend meetings relative to the Project, and communicate with other individuals and entities involved in the Project. The Architect shall issue written progress reports to the District on either a biweekly or monthly basis as directed by the District. The Architect shall coordinate the services provided by the Architect and the Architect's employees, subcontractors, and consultants with those services provided by the District and the District's employees and consultants. To the extent the District elects to use the services of a Program Manager on the Project, the Architect shall perform some or all of its services under this Section 2.1.12 in conjunction with the Program Manager, as directed by the District. The Architect will be required to utilize the document control software, Expedition, implemented by the District for management and tracking of all correspondence and submittals.

2.1.13 Submittal Requirements. The Architect shall submit to the District or the Program Manager the documents identified in Exhibit "D" at the times and in the quantities identified in that Exhibit "D".

2.1.14 Specification Format. The District will provide a set of standard specifications reflecting format, terminology, products, materials, and construction methods and procedures that are generally acceptable on District projects. These standard specifications are intended to serve as a guide. The Architect shall review the standard specifications and determine the extent to which the various sections and paragraphs are applicable and the extent to which modifications are required. Where, in the opinion of the Architect, modifications in either format, terminology, products, materials, or construction methods and procedures are required, Architect shall identify the modifications in the specifications for District attention, review, and approval. The standard specifications are not intended to limit the Architect's discretion to propose other products,

materials, or construction methods and procedures. Neither the provisions of the standard specifications established by the District nor Architect's use of the standard specifications as a guide to prepare specifications shall derogate from the Architect's responsibility to prepare the Construction Documents.

2.2 Notice to Proceed. The Architect shall not commence the performance of any of the Architect's Services until the District has delivered to the Architect a letter signed by the District expressly directing the Architect to commence the performance of the Architect's Services (the "Notice to Proceed").

2.3 Project Schedule. Not later than 14 days after the District's delivery of the Notice to Proceed, the Architect shall prepare and submit to the District a schedule (the "**Project Schedule**") that identifies milestone dates for the commencement and completion of the various stages of design and construction of the Project, including all stages and phases identified in Exhibit "C" hereto, together with any other important dates or deadlines (including without limitation dates by which the District must provide the Architect with information relative to one or more such stages in order to allow the Project to continue on schedule) which the Architect deems material to the Architect's successful administration of the Project. Any such revisions to the Project Schedule shall also include allowances for time required by the District and by Governmental Agencies to review documents and information submitted to them in connection with the design and construction of the Project. Nothing in the Project Schedule shall conflict with or extend the completion deadlines set forth in Exhibit "C" hereto. If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when revising the Project Schedule. The Architect shall adhere to the Project Schedule in administering the Project. If at any time the Architect determines there is a reasonable probability the Project will not progress as quickly as required by the Project Schedule, the Architect shall notify the District in writing. Such written notice shall identify the anticipated delay, specify the reasons therefor, and indicate the effect of that delay on the subsequent items of the Project Schedule. The Architect's delivery and/or the District's receipt of any such notice shall neither be deemed a waiver of any rights the District may have to insist on adherence to the Project Schedule nor a waiver of any remedies available to the District for any failure to adhere to the Project Schedule.

2.4 Budget.

2.4.1 Definition of Project Construction Cost. As used in this Agreement, the term "**Project Construction Cost**" shall mean the total cost incurred by the District for construction materials, construction services and any other Work in connection with the Project. Design contingency and construction escalation are to be calculated into the Project Construction Cost. A separate construction contingency is to be added to all estimates, which is not to be included in the Project Construction Cost amount. The cost of construction management and construction supervision services incurred by the District shall be excluded from the definition of Project Construction Cost. Project Construction Cost shall not include: (a) amounts payable to the

Architect under this Agreement; (b) compensation payable to the Architect's subcontractors or consultants; (c) the District's cost of acquiring the Site; (d) amounts payable by the District to the Architect pursuant to Section 2.7.1 below for the Architect's preparation of Initial As-Built Drawings (as defined in Section 2.5.4 below); (e) financing costs, if any, payable by the District in connection with the Site and/or the Project; (f) the cost of construction management and construction supervision services incurred by the District; (g) permit fees and other charges imposed by Governmental Agencies for plan review, building permits, or other governmental services or approvals relative to the Project; (h) costs of surveys; and (i) costs of obtaining any environmental assessments and any other hazardous materials testing and/or remediation costs.

2.4.2 Obligation of Architect to Design Within Budget. Subject to the provisions of Section 2.4.5, it is the obligation of the Architect to design the Project in a manner that will enable the Project to be completed for an amount that does not exceed the Budget. No adjustments shall be made to the Budget, except for (i) adjustments caused by fluctuations in general levels of prices in the construction industry as reflected by the Engineering News-Record Index; (ii) adjustments caused by changes requested in writing by District to the Conceptual Design/Architectural Program; or (iii) other adjustments to the Budget that the District determines, in its sole discretion, are appropriate or necessary. To increase the likelihood that the Project Construction Cost will neither substantially exceed nor substantially fall short of the Budget, the Architect shall include in its design of the Project optional features, elements, components, treatments, and other items that may be added to or deleted from the Project for the purpose of adjusting the Project Construction Cost (collectively, the "**Optional Features**"). The number and types of Optional Features shall be mutually agreed upon by the Architect and the District; provided, however, that each of the Optional Features shall contemplate only the addition or deletion of "non-essential" features, elements, components, treatments or other items. As used in the preceding sentence, "non-essential" means such features, elements, components, treatments, or other items that are not deemed by the District to be necessary to the Project. Without limiting the generality of the foregoing, the Optional Features shall with rare exception be limited to decorative/aesthetic elements or alternate construction materials. An Optional Feature shall be identified as an additive or deductive alternate in the Construction Documents (defined in Section 2.7.1 below), or by means of a simple narrative, or in some other manner mutually agreed upon by the Architect and the District. To the extent possible, each Optional Feature shall be described and/or depicted so as to enable the Optional Features to be added or deleted without the need for the plans and specifications to be re-designed or re-drawn. The estimated cost of incorporating the Optional Features into (or removing them from) the Project shall total approximately five percent of the Budget.

2.4.3 Modification of Budget Based on Delay in Preparation of Contract Documents. If the Contract Documents (defined in Section 2.7.1 below) are not completed and delivered to the District and bidding thereon has not commenced within three and one-half months after the DSA approves the Construction Documents, then the Architect shall, upon the District's request, revise the Budget to reflect changes in the general level of prices in the construction industry between the date of the District's initial approval of the Budget and the date

on which the District intends to seek bids for the Work. If the Architect's failure to complete or deliver the Contract Documents within the time specified above was caused by the District's delay, or if the District's delay prevented the bidding from commencing within the time specified above, or if the revisions to the Budget are needed due to the District's delay, then the Architect's revision of the Budget pursuant to this Section 2.4.3 shall be Supplemental Services for which the Architect shall be compensated pursuant to Article 3 below. In all other cases, the Architect's revision of the Budget pursuant to this Section 2.4.3 shall be Basic Services.

2.4.4 Modification of Budget Upon Receipt of Bids. The Budget shall be the acceptable estimate of Project Construction Cost to the District as submitted by the Architect until such time as bids have been received pursuant to Section 2.8 below, whereupon the Budget shall be revised to reflect the bid results and any contingencies as determined by the District and the Program Manager. If the District elects to use multiple Prime Contractors rather than a single General Contractor, then each portion of the Budget corresponding to the Work to be performed by each Prime Contractor shall be revised pursuant to this Section 2.4.4 upon the District's acceptance of each such Prime Contractor's bid. Nothing in this paragraph shall restrict the District's rights as set forth in Section 2.4.5 below.

2.4.5 District's Rights Where Lowest Bid is Less than Budget or Exceeds Budget by Five Percent or Less. If the lowest bid received by the District is less than the Budget, or exceeds the Budget by an amount equal to or less than five percent (5%) of the Budget, then the District may direct the Architect to exclude or include one or more Optional Features. The determination of which Optional Features to exclude or include pursuant to this Section 2.4.5 shall be made by the District in its sole discretion.

2.4.6 District's Rights Where Lowest Bid Exceeds Budget by Greater Than Five Percent. If the lowest bid received exceeds the Budget by more than five percent, the District may (a) give written approval to increase any item of the Budget to equal the lowest bid received, (b) authorize rebidding of all or any portion of the Project within a reasonable time; (c) abandon the Project and terminate this Agreement in accordance with Article 7 below; or (d) require the Architect to modify the Construction Documents (at no additional cost to the District) in order to reduce the estimated Project Construction Cost to a level that falls within the Budget. If the District requires the Architect to revise the approved Construction Documents pursuant to clause (d) above, revisions proposed by the Architect shall be consistent with the design and architectural criteria previously established and/or approved by the District for the Project, and shall not materially compromise (as determined by the District in its reasonable judgment) those criteria or the aesthetic, structural or functional elements of the Project.

2.4.7 Phased Construction. If the District requests that the Project be bid or constructed in phases, the Architect shall prepare appropriate bid documents at no additional expense to the District. Notwithstanding the foregoing, if the bidding of said phases is separated by six months or more, then the preparation of such bid documents shall be considered

Supplemental Services, to the extent any such delay causes the cost to prepare such bid documents to increase.

2.5 Schematic Design Phase. The obligations of the Architect set forth in this Section 2.5 shall be referred to as the “**Schematic Design Phase**”. The services to be performed by the Architect pursuant to this Section 2.5 shall be referred to as the “**Schematic Design Services**”.

2.5.1 Schematic Design Documents. Promptly following the District’s issuance of the Notice to Proceed, the Architect shall prepare, for approval by the District, documents establishing three conceptual designs of the Project illustrating the scale and relationship of Project components (“**Schematic Design Documents**”). The Architect shall submit Schematic Design Documents as listed in Exhibit “D”. If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when preparing the Schematic Design Documents. Without limiting the generality of the foregoing, the Schematic Design Documents shall include: a general description of the Project; a conceptual site plan; preliminary building plans, sections and elevations; perspective sketches; outline specifications; code analysis; area (assignable and gross square footages) tabulation; and any other drawings or documents requested by the District. Preliminary selections of major building systems and construction materials shall be noted on the drawing or described in writing as part of the Schematic Design Documents. The design of the Project as shown on the Schematic Design Documents, and the construction requirements specified therein or made necessary by such design, shall comply with all Applicable Laws. Once schematic design is approved by the program manager, the architect will prepare a 3D animation “fly around” presentation of the structure and present same to the Administration and Board members as needed. A maximum of three presentations is included in this Agreement.

2.5.2 Budgetary and Scope Constraints. The Architect shall perform the Schematic Design Services in such a manner as not to exceed the budgetary and scope constraints established by the District, unless otherwise directed by the District in writing. The District understands and acknowledges, however, that the Architect makes no warranties or guaranties of the Project Construction Cost. The Architect shall prepare a schematic design cost estimate at the completion of the Schematic Design Phase. The Architect’s estimate at the completion of the schematic design phase shall include in the total Project Construction Cost a 15% design contingency and escalation. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction.

2.5.3 Investigation of Existing Conditions and Preparation of Initial As-Built Drawings. Prior to and during the course of the Architect’s performance of the Schematic Design Services, the Architect shall investigate existing conditions or facilities at the Site as necessary to effectively prepare the Schematic Design Documents. If the Architect needs to review “as-built” drawings of the buildings, facilities and other improvements existing on the Site as of the date of this Agreement (the “**Initial As-Built Drawings**”) in order to prepare the

Schematic Design Documents, and if such Initial As-Built Drawings are incomplete or do not exist, then the Architect shall deliver a written proposal to the District identifying the need for the Architect to prepare the Initial As-Built Drawings, the scope of work proposed to be undertaken by the Architect in connection with that preparation, and the number of hours which the Architect expects will be required of it to prepare the Initial As-Built Drawings. Upon and to the extent of the District's written approval of the Architect's proposal, the Architect shall prepare any such Initial As-Built Drawings. The Architect shall be compensated pursuant to Section 5.1 below for preparation of the Initial As-Built Drawings. Nothing in this Agreement shall warrant the accuracy of any existing Initial As-Built Drawings provided by the District.

2.6 Design Development Phase. The obligations of the Architect set forth in this Section 2.6 shall be referred to as the "**Design Development Phase**".

2.6.1 Design Development Documents. Upon the District's delivery of the Notice to Proceed, the Architect shall prepare design development documents ("**Design Development Documents**") for written approval by the District. The Architect shall submit Design Development Documents as listed in Exhibit "D". If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when preparing the Design Development Documents. The Design Development Documents shall illustrate and define the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of site plans, floor plans, elevations, cross sections, and other documents necessary to depict the design of the Project. The Design Development Documents shall also include: typical construction details; equipment layouts; landscape conceptual plans; architectural information to fix and illustrate the size, character, and quality of all Project components as they relate to the District's program requirements; updated code analysis; updated area tabulations; and such other essentials as may be deemed appropriate by the Architect and/or the District. The Design Development Documents shall also include specifications that identify major materials and systems (including civil, structural, mechanical, and electrical systems) and establish in general their quality levels. The Architect shall provide samples of all finish materials listed in the materials/color schedule. These samples shall be accurate with respect to the actual finishes, textures, and colors being proposed. Material samples shall be mounted and displayed on presentation boards and be presented for review and approval by the District.

2.6.2 Budgetary and Scope Constraints. The Architect shall prepare the Design Development Documents in such a manner as not to exceed the budgetary and scope constraints established by the District, unless otherwise directed by the District in writing. The Architect shall prepare a detailed construction cost estimate at the completion of the Design Development Phase. The Architect's detailed estimate at the completion of the design development phase shall include within the total Project Construction Cost a 10% design contingency and escalation. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction. The Architect shall prepare a complete Final Project Proposal (FPP) for submittal by the District to the

State. The requirements for preparation of the FPP may be found on the State Chancellor's Office website at www.cccco.edu.

2.6.3 Selection of Manufactured Items. The Architect shall cooperate and consult with the District in use and selection of manufactured items which are to be incorporated into the Project and/or shown in the Design Development Documents, including without limitation paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the District's criteria to the extent such criteria do not interfere with Project design and are in compliance with the requirements of *Public Contract Code* Section 3400.

2.6.4 Consideration of Costs and Funding Sources. The Architect shall consider operating and maintenance costs when selecting systems for the District and when preparing the Design Development Documents. The Architect shall prepare the Design Development Documents so as to allow the District to utilize grants and outside funding sources which the District has identified and as to which the District has given reasonable advance notice to the Architect. To the extent that the Architect is aware of any grants or funding sources whose availability may depend upon specific features of the Project's design, the Architect agrees to notify the District of those grants or funding sources when preparing the Design Development Documents. In preparing the Design Development Documents, and in any subsequent efforts by the Architect relative to the design of the Project, the Architect shall work with the District to consider and utilize funding from grants and alternative funding sources.

2.6.5 District's Election Regarding Alternate Design Documents. Up through the District's approval of the Schematic Design, the District may request that the Architect (a) prepare alternate Schematic Design Documents based on different construction concepts proposed or adopted by the District, (b) prepare the Schematic Design Documents such that they will permit the Contract Documents (as defined in Section 2.7.1 below) to allow for portions of the Work to be performed under separate construction contracts, or (c) prepare the Schematic Design Documents such that they will permit the Contract Documents to allow for the deferral of the construction of certain buildings, facilities, or other portions of the Project. If the District makes such a request during the Schematic Design Phase (or, if the request arises due to the fault of the Architect or is needed to prevent the Project from exceeding the Budget), then such services shall be included as part of the Basic Services. In all other cases, such services shall constitute Supplemental Services and shall be subject to the provisions of Article 3 below.

2.7 Construction Documents Phase. The obligations of the Architect set forth in this Section 2.7 shall be referred to as the "Construction Documents Phase".

2.7.1 Definition of Contract Documents. As used herein, the term "Contract Documents" shall include the following: (a) an agreement ("Construction Contract") between the District and the licensed general contractor to whom the District will award the right to act as the District's general contractor for the Project (the "General Contractor") specifying the

General Contractor's rights and obligations with respect to the construction of the Project and including, among other things, general and supplementary conditions of the Construction Contract ("**General Conditions**"); (b) plans, specifications, drawings, addenda, and other documents (the "**Construction Documents**") which (i) set forth in detail the requirements for the construction of the Project, (ii) describe the quality, configuration, size and relationships of all components to be incorporated into the Project, and (iii) are consistent with the Design Development Documents, the Budget, and the Project Schedule; (c) information, documents and forms relative to the bidding of the construction work for the Project and the procurement of materials for the Project, including without limitation (i) descriptions of the time, place and conditions of bidding, (ii) proposal forms, (iii) bidding forms, and (iv) a requirement that the General Contractor provide operation manuals and adequate training for the District in the operation of mechanical, electrical, heating, air conditioning, and other systems installed by or at the direction of the General Contractor (the "**Bidding Documents**"); and (d) a comprehensive project manual for the Project containing all design and construction requirements (including without limitation details as to the quality levels of materials and systems required for the Project) with which the General Contractor, subcontractors and material suppliers must comply in connection with the Project (the "**Project Manual**"). Without limiting the generality of the foregoing: (1) the Contract Documents shall set forth in detail the requirements for the Work in conformity with all Applicable Laws and requirements of the DSA; (2) the Contract Documents shall show all the construction work to be done, the materials, workmanship, finishes, and equipment required for the Project; (3) the Construction Documents (together with any other portions of the Contract Documents that the District may specify subsequent to the execution of this Agreement) shall be prepared in the formats required by Section 2.7.4 below; and (4) the Contract Documents shall contain any information necessary to inform the General Contractor and all subcontractors of the requirements of any Owner Controlled Insurance Program ("**OCIP**") applicable to the Project, and of the fact that the General Contractor and subcontractors are not to include insurance cost in their bids to the extent that insurance is to be provided under the OCIP. If the District elects to use multiple Prime Contractors rather than a single General Contractor, then all references herein to the Construction Contract shall be deemed to refer to each agreement entered into between the District and any Prime Contractor. If the District elects to use multiple Prime Contractors, it shall constitute Supplemental Services and shall be subject to the provisions of Article 3 below.

2.7.2 Preparation of Construction Documents. Promptly following the District's approval of the Design Development documents and receipt of a written Notice to Proceed with Construction Documents Phase, the Architect shall prepare the Construction Documents, as well as those portions of the Project Manual which are to be prepared by the Architect hereunder, based on the Design Development Documents approved by the District. The Architect shall deliver such items to the District for its review and approval when such items are 50% complete, 95% complete and 100% complete. The Architect shall submit Construction Documents as listed in Exhibit "D". The Architect shall also assist the District and its attorneys in the preparation of the Construction Contract (including the General Conditions) and the Bidding Documents. If the District has identified a Program Manager for the Project, the Architect shall work with and

consider the advice and recommendations of the Program Manager when preparing (or assisting in the preparation of) the Contract Documents. The Architect shall modify the Construction Documents to include any revisions required by the District as a condition to its approval of the Construction Documents. A final 100% updated materials board is to be submitted with the 95% Construction Documents submittal. The Architect shall also prepare and deliver to the Program Manager a detailed estimate of the Project Construction Cost at 50% completion, 95% completion and 100% completion (DSA approval) of those portions of the Construction Documents that the Architect is responsible for preparing. The Architect's detailed estimate at the 50% and 95% Construction Documents phase submittals shall include within the total Project Construction Cost a 5% and 3% design contingency, respectively, plus escalation. At the 100% submittal (DSA approval), the Architect shall submit an updated detailed estimate with the design contingency reduced to 0%. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction.

2.7.3 Asbestos-Containing Materials. The Architect shall include statements in the Construction Documents that materials containing asbestos are not to be incorporated into the Project.

2.7.4 Submission of Construction Documents to DSA for Approval. Upon the District's approval of all of the Construction Documents, the Architect shall, by not later than the deadline specified in Exhibit "C", submit the Construction Documents to the DSA for approval. The Architect shall submit a sufficient number of copies of the Construction Documents to the DSA so that the DSA will return one (1) original set bearing DSA's stamp of approval. Promptly following DSA's approval of the Construction Documents, the Architect shall assemble and deliver to the District the Construction Documents and any and all other portions of the Contract Documents in quantities specified in Exhibit "D". Any portions thereof consisting of drawings shall be provided to the District in AutoCAD R-2007 (or more recent version) format and the remainder shall be provided in Microsoft Word format. Upon receipt of DSA approval the Architect shall prepare an updated complete Final Project Proposal (FPP) for submittal by the District to the State. The requirements for preparation of FPP may be found on State Chancellor's Office website at www.cccco.edu.

2.7.5 Deposit with Reprographics Company. Upon the District's approval of the Contract Documents, the Architect shall deposit with the reprographics company specified by the District the number of Contract Documents as listed in Exhibit "D" to be used in connection with the bidding of the construction work on the Project and for the printing of additional sets of Contract Documents during the Project.

2.7.6 No Warranty by Architect Regarding Project Construction Cost. The District acknowledges that the Architect's initial estimate of the Project Construction Cost, the Architect's review of the District's budgetary goals and constraints, the Architect's preparation of the Budget, and any subsequent re-evaluation and revised estimates of the Project Construction

Costs all represent the Architect's judgment as a design professional familiar with the construction industry. The District and the Architect also acknowledge that neither the Architect nor the District has control over the cost of labor, materials, or equipment, over the General Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the District recognizes that the Architect cannot and does not warrant or represent that the bids or negotiated prices will not vary from the Budget or from any estimate of the Project Construction Cost prepared or agreed to by the Architect. Notwithstanding the foregoing, nothing in this Section 2.7.6 shall alleviate or release the Architect from its responsibility to design the Project within the Budget.

2.7.7 Modification of Construction Documents. Notwithstanding the provisions of Section 2.7.6 above, the Architect shall periodically re-evaluate and revise its estimate of the Project Construction Cost and advise the District of the revised estimate. The Architect shall also notify the District of adjustments in previous estimates of the Project Construction Cost arising from market fluctuations or approved changes in the scope of the Project or in the requirements of construction of the Project. At the completion of the Schematic Design Phase, and at the completion of the Design Development Phase, and at 50%, 95% and 100% completion of the Construction Document Phase, the District may direct the Architect, without additional charge to the District, to redesign the Project and revise the Construction Documents in order to allow the Project to be completed within the requirements of the Budget. As used in this paragraph, "redesign" does not mean phasing or removal of parts of the Project unless agreed in writing by the District; instead, "redesign" means redesign of the entire Project, including all of its component parts. At the District's discretion, the District may instruct the Architect that the Architect's redesign of the Project and revision of the Construction Documents shall include any or all of the following: contingencies for design, bidding and price escalation; modifications concerning the materials, equipment, component systems, and types of construction; adjustments to the scope of the Project; and alternate bids as may be necessary to adjust the estimated Project Construction Cost so that it does not exceed the Budget.

2.8 Bidding Phase. The "Bidding Phase" will commence upon the District's approval of the Construction Documents (and of any revisions to the Budget and/or the estimated Project Construction Cost). During the Bidding Phase, the Architect shall assist the District in obtaining bids and awarding the Construction Contract for the construction of the Project, and, at the District's request, the Architect shall print and distribute necessary bidding information. The Bidding Phase shall end upon the District's award of the Construction Contract to the General Contractor (or to the last of the Prime Contractors where the District elects to use multiple Prime Contractors instead of a single General Contractor, in which case the Bidding Phase and the Construction Phase identified in Section 2.9 below may overlap). Before issuing to the General Contractor or any subcontractor any addenda or other change or supplement to the Contract Documents, the Architect shall first obtain the written approval to such addenda, change or supplement from any Governmental Agencies having jurisdiction over the Project, to the extent any such approval is required by Applicable Laws. A representative of the Architect (including any of the Key Personnel designated by the District or the Program Manager) shall attend all

scheduled pre-bid conferences and Site visits. The Architect shall assist the District and the Program Manager in the review and evaluation of bids.

2.9 Construction Phase. The “Construction Phase” will commence with the award of the Construction Contract to the General Contractor (or to the first of the multiple Prime Contractors, where the District elects to use multiple Prime Contractors with a Construction Manager instead of a single General Contractor) and will continue until the issuance of the Architect’s certificate of completion and final certificate for payment relative to the Project. During the Construction Phase, the Architect shall do all of the following:

2.9.1 Provide Copies of Contract Documents. Immediately upon the commencement of the Construction Phase, the Architect shall provide Contract Documents labeled “For Construction” as specified in Exhibit “D” for use by the District and its consultants.

2.9.2 General Administration. The Architect shall provide general administration of the Contract Documents and of the Work, which general administration shall include without limitation all of the following: (a) making periodic visits to the Site as often as the Architect deems necessary (but not less than once every week) to render architectural observation, which is distinguished from the continuous personal inspection to be made by the Project Inspector (defined in Section 2.9.6 below); (b) making regular reports as may be required by Government Agencies; (c) keeping the District informed of the progress of construction; (d) reviewing schedules and shop drawings for compliance with design; (e) review and accept of the substitution of materials and equipment, laboratory reports, all following notice to, consultation with, and (if required by the District) approval of the District; (f) maintaining construction logs; (g) preparing Construction Directives, Clarifications, Change Orders, etc. (as defined in Section 2.9.13 below) for written approval of the District; (h) examining the General Contractor’s applications for payment, and issuance of certificates for payment in amounts approved by the Architect, Program Manager, and the District; (i) revising and updating the materials/color schedule and materials boards, which were prepared during the Design Development Phase and updated in the Construction Documents Phase, as necessary to reflect the actual manufacturers’ products that have been submitted by the General Contractor and approved for use on the Project; (j) determining, with the Program Manager, the date of completion of the Project; (k) preparing a final punch-list and performing a final punch-list inspection of the Project; (l) receiving from the General Contractor and delivering to the District written guarantees, instruction books, diagrams, and charts required to be provided to or executed by the General Contractor under the Construction Contract; (m) issuing the Architect’s certificate of completion and final certificate for payment; and (n) attending and participating in weekly construction progress meetings as scheduled by the District or the Program Manager. The Architect shall respond to the General Contractor’s requests for information (RFI) within seven calendar days after issuance by the General Contractor. The Architect shall review and return shop drawings and other submittals within ten calendar days after issuance by the General Contractor. The Architect shall issue bulletins requesting cost proposals from the General Contractor within five days after identifying the requirement for additional Work.

2.9.3 **Access to Site.** The Architect shall have access to the Site at all times during the term of this Agreement for the purpose of performing its obligations under Section 2.9.2 and under any other provision of this Agreement.

2.9.4 **Interpretation of Construction Requirements.** The Architect shall be the interpreter of the requirements of the Contract Documents, and shall advise the District as to the performance by the General Contractor (or, where there is no General Contractor, by each Prime Contractor) thereunder.

2.9.5 **Extent and Limitation of Architect's Authority.** The Architect shall be the District's architectural representative during the performance of the Work and shall advise and consult with the District as to that performance. The Architect shall have authority to act on behalf of the District only to the extent provided in this Agreement unless otherwise specified by the District in writing. The Architect shall not issue orders to the General Contractor (or Prime Contractors) that might commit the District to extra expenses, and the Architect shall not otherwise amend the Contract Documents, without first obtaining the written approval of the District.

2.9.6 **Assistance to District's Project Inspector.** The Architect shall provide technical direction to a full time or part-time project inspector employed or retained by and responsible to the District as required by applicable law (the "**Project Inspector**"). The Architect shall also provide assistance to any and all other Program Managers and/or consultants retained by the District.

2.9.7 **Review of General Contractor's Drawings, Data, and Samples.** The Architect shall review and approve or take other appropriate action upon the General Contractor's (or Prime Contractors') submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Contract Documents. The Architect's action shall not delay the Work. The Architect's action shall be in accordance with Section 2.9.2.

2.9.8 **Rejection of Construction Work.** The Architect shall advise the District to reject Work which does not conform to the Contract Documents. However, the final decision to stop or reject work will be exclusively the District's. The Architect shall promptly inform the District whenever, in the Architect's opinion, it may be necessary to stop the Work to avoid the improper performance of any work. The Architect has authority to require additional inspection or testing of any Work in accordance with the provisions of the Contract Documents, regardless of whether that Work is fabricated, installed, or completed.

2.9.9 **No Guaranty by Architect.** The Architect will endeavor to secure compliance by the General Contractor with the requirements of the Contract Documents, but does not guarantee the performance of the Construction Contract or any subcontracts related to the Project.

2.9.10 Evaluation of the Work. The Architect, as an architectural representative of the District, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the District and the Architect in Section 2.9, (1) to become generally familiar with and to keep the District informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the District against, and to discover and report to the District, defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work when fully completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.9.11 Certification as to Progress and Quality of Work. The Architect shall review and certify the amounts due the General Contractor (or any Prime Contractors) after review and approval by the IOR. The Architect's certification for payment shall constitute a representation to the District, based on the Architect's observations and inspections at the Site, that the Work has progressed to the level certified, that quality of the Work materially complies with the requirements of the Contract Documents and that the General Contractor (or any Prime Contractors) is entitled to payment in the amount certified.

2.9.12 Permits. The Architect shall assist the District in preparing and filing all documents required for obtaining approvals of any and all Governmental Agencies in connection with the design and construction of the Project, except that applying for and obtaining construction permits shall be the responsibility of the General Contractor (or any Prime Contractors). The Architect shall be responsible for gathering information and processing forms required by applicable Government Agencies in a timely manner. The District shall pay all fees required by such Governmental Agencies. The Architect shall, whenever feasible, establish beforehand the exact costs due to Governmental Agencies and submit this cost information to the District so payments may be prepared. All such fees and costs shall be paid by the District directly (although such payment may be delivered by the Architect) by means of checks written from the District's bank accounts.

2.9.13 Change Orders. The Architect shall provide services in connection with evaluating substitutions proposed by the General Contractor (or any Prime Contractors) and making subsequent revisions to drawings, specifications, and other documentation resulting therefrom. The Architect shall prepare Change Orders (defined below) with supporting documentation and data for the District's review in accordance with the Contract Documents, and may authorize minor changes in the Work relative to the Project not involving an adjustment in the amounts owing to the General Contractor (or any Prime Contractors) thereunder or an extension of time for completion of the Work. The Architect shall evaluate and make written recommendations regarding the General Contractor's (or Prime Contractors') proposals for

possible Change Orders. The Architect shall, at the Architect's expense, prepare a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings, and other data furnished by the General Contractor (or any Prime Contractors) to the Architect. As used herein, the term "**Change Order**" means a written instrument prepared by the Architect and signed by the District, the General Contractor (or any Prime Contractors) and the Architect, stating their agreement upon all of the following: (i) change in the Work; (ii) the amount of the adjustment, if any, in the sum payable by the District due to that change; and (iii) the extent of the adjustment, if any, in the time available for the General Contractor (or the applicable Prime Contractor(s)) to complete the Work due to the approved change in the Work.

2.9.14 **Certification of Absence of Asbestos-Containing Building Materials.** The Architect shall certify to the best of its information pursuant to Title 40, Section 763.99(a)(7) of the *Code of Federal Regulations*, that no asbestos-containing building material was specified as a building material in any of the Contract Documents, and will ensure that the General Contractor (or any Prime Contractors) and any applicable subcontractors and/or material suppliers provide the District with certification that all materials used in the construction of any college building or other improvement made as part of the Project are free from any asbestos-containing building materials.

2.9.15 **Final Completion.** The Architect shall visit the Project to determine the date or dates of final completion, receive, and forward to the District for the District's review all written warranties and related documents required by the Contract Documents, and issue a final certificate for payment upon the General Contractor's (or Prime Contractors') compliance with the requirements of the Contract Documents.

2.9.16 **Evaluation of General Contractor.** The Architect shall provide written evaluation of the performance of the General Contractor (or any Prime Contractors) under the requirements of the Contract Documents when requested in writing by the District to do so.

2.10 **Architect's Post-Construction Obligations.**

2.10.1 **Preparation of Record Drawings.** Promptly following completion of construction of the Project, the Architect shall prepare and deliver to the District (on diskette or similar media) an AutoCAD R-2007 file (or more recent version) of all as-built improvements made or modified in connection with the Project, together with full-size paper copies as specified in Exhibit "D", at no additional cost.

2.10.2 **Notice of Construction Defects.** The Architect, as part of the Architect's Basic Services, shall immediately notify the District of any deficiencies in the Work discovered by the Architect following the District's acceptance of the Work and prior to the expiration of the guarantee period of the Work.

2.10.3 **Contractor Performance.** The Architect shall monitor and keep the District advised as to the extent of the General Contractor's (or any Prime Contractors) performance of (or failure to perform) its (or their) obligations regarding the final delivery of all testing reports, adjusting and balancing reports, preparation of operation and maintenance manuals, training for operation and maintenance, responses to warranty items, and consultation during operation, relative to all equipment and systems installed in connection with the Project. If the Architect and/or the District determines that the General Contractor (or any Prime Contractors) has failed, is failing, or is likely to fail to perform those obligations as required by the Contract Documents, then the Architect shall take all actions reasonably requested by the District to attempt to cause the General Contractor (or Prime Contractors) to fulfill those obligations. Architect shall advise District on General Contractor (or Prime Contractors) performance issues.

2.10.4 **Assistance Regarding Close-Out and Final Regulatory Certification.** In connection with the project closeout, the Architect shall assist the District in obtaining final certifications from the DSA and other Governmental Agencies as needed to enable the District to obtain any and all available government funding for the Project.

2.11 **Architect's Duties Regarding Claims and Disputes Between District and General Contractor or Prime Contractors.** The Architect shall make recommendations to the District on claims made by, to or against the District relating to the execution and progress of the Work and all matters and questions relating thereto. The Architect's recommendations in matters relating to artistic effect shall be consistent with the intent of the Contract Documents. The Architect shall evaluate and render written recommendations, within a reasonable time, on all claims, disputes or other matters at issue between the District and the General Contractor (or the Program Manager or Prime Contractors) relating to the execution or progress of the Work as provided in the Construction Contract and/or the other Contract Documents. Under no circumstances should this evaluation take longer than twenty calendar days from the date the claim is received by the Architect.

ARTICLE 3: ADDITIONAL ARCHITECT'S SERVICES

3.1 **Supplemental Services.** The Architect shall notify the District in writing of the need for Supplemental Services required due to circumstances beyond the Architect's control and which are not the direct or indirect result of the Architect's negligent acts, errors or omissions. The Architect shall obtain written authorization from the District before rendering any such Supplemental Services. Compensation for the Supplemental Services shall be subject to District approval. The amount of such compensation shall be determined by a separate written agreement to be negotiated and signed by the Architect and the District at the time the need for the Supplemental Services arises and prior to the performance of any Supplemental Services. The Supplemental Services shall include:

3.1.1 **Revisions Required by New Laws.** Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision

of Applicable Laws subsequent to the preparation and completion of the Construction Documents, unless such Applicable Laws were enacted at the time of execution of this Agreement but not in effect until the preparation or completion of the Construction Documents. In the case of an Applicable Law enacted at the time of execution of this Agreement and subsequently effective, the Architect is expected to incorporate the requirements of the Applicable Law in anticipation of the Applicable Law taking effect during the preparation and completion of the Construction Documents for the Project.

3.1.2 Damage to Work. Providing consultation concerning replacement of Work damaged by fire and furnishing services required related to the replacement of such Work.

3.1.3 Default of General Contractor. Providing services made necessary by the default of the General Contractor (or Prime Contractors) or by the default, during the Construction Phase, of the Program Manager, but only if the need for such services does not arise directly or indirectly from the negligent acts, errors, or omissions of the Architect (including without limitation the Architect's failure to discover or report defects as provided in Section 2.9.10 above).

3.1.4 Phased Construction. If, after the completion of the Design Development Documents, the District requests the Project be bid or constructed in phases, and if the request or need for such phasing does not arise from the Architect's having exceeded the Budget, then plan preparation and/or contract administration work to prepare the phased Construction Documents will constitute Supplemental Services.

3.1.5 Contract Administration Beyond Time Specified in Project Schedule Where Additional Time is Needed Due to Default of General Contractor, Prime Contractor(s), or Program Manager Contract administration services performed by the Architect for a period of time after the Project construction completion deadline specified in the Construction Contract and/or the Project Schedule shall be Supplemental Services if the need for such contract administration services beyond said deadline results from a default or delay by the General Contractor (or Prime Contractor(s) or the Program Manager) under the Contract Documents and is authorized by the District.

3.1.6 Models, Renderings and Electronic Modeling. Preparation of scale models, study models, visual renderings, and electronic models (excluding Construction Documents in AutoCAD R-2007 format, presentation of Schematic drawings and elevations per Section 2.5.1).

3.1.7 Information Regarding Site and Improvements. To the extent directed by the District, the provision of detailed planning surveys, site evaluations and comparative studies of the Site, any adjacent or alternate real property which may be considered by the District in connection with the Project, and any existing or proposed buildings and other improvements located on the Site and/or contemplated to be constructed or included as part of the Project.

3.1.8 **Information Regarding Materials, Equipment, and Labor.** To the extent directed by the District, the provision of detailed quantity surveys pertaining to inventories of material, equipment and labor related to the Project.

3.1.9 **Analysis of Ownership and Operating Cost.** At the District's request, the provision of analyses of District ownership and operating costs for the Project.

3.1.10 **Inspection of Materials.** The Architect shall visit suppliers, fabricators, and manufacturers to review the quality or status of items (such as carpet, stone, wood veneers, and standard or custom furniture) being produced for the Project as deemed necessary.

3.1.11 **Authorized Additional Services.** Upon the District's request, the Architect shall perform, as Supplemental Services, the authorized additional services identified in Exhibit "E".

3.1.12 **Excluded Design Services.** The Parties agree that the services identified in Exhibit "F" are not part of the Basic Services. If the District instructs the Architect to perform such services, those services shall be deemed Supplemental Services hereunder.

3.1.13 **Other Services.** When approved by the District, providing any other services not otherwise required by this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4: DISTRICT'S RESPONSIBILITIES

4.1 **District Shall Inform Architect of Project Requirements.** The District shall provide the Architect with information pertaining to the District's requirements for the Project (including the District's objectives, constraints and criteria related to the District's educational plan, its scheduling concerns, and its budgetary limitations) as necessary for the Architect to perform its obligations under Article 2 and Article 3 of this Agreement.

4.2 **District's Representative.** The District's Board of Trustees hereby appoints the Program Director, of the District's Program Management Team, as the District's Authorized Representative for the purposes of issuing written approvals, disapprovals, consents, waivers, directives, instructions, and other notices pursuant to this Agreement and the Project (the "**District's Authorized Representative**"). The Program Director may delegate any or all of his or her authority as the District Authorized Representative to one or more project managers by delivering a written notice to the Architect identifying the name of each such assistant and specifying the types of approvals, disapprovals, consents, waivers, directives, instructions, and other notices said assistant is authorized to issue. Except as authorized by this Section 4.2, no person or entity other than the District's Authorized Representative is authorized to issue any approval, disapproval, consent, waiver, directive, instruction, or other notice on behalf of the District in connection with

this Agreement, and the Architect shall not rely on any purported oral or written approval, disapproval, consent, waiver, directive, instruction, or other notice issued by any other individual or entity.

4.3 **Notice of Faulty Construction.** The District shall give prompt written notice to the Architect if the District becomes aware of any fault or defect in the Work or nonconformance with the Contract Documents. However, the District's failure or omission to do so shall not relieve the Architect of the Architect's responsibilities under this Agreement, under Titles 21 and 24 of the *California Code of Regulations*, or under the Field Act (codified at *Education Code* Sections 81130 – 81149. The District shall have no duty to observe, inspect, or investigate the Work or any other aspect of the Project.

ARTICLE 5: COMPENSATION TO THE ARCHITECT

5.1 **Compensation for Basic Services.** As compensation for the Architect's performance of the Basic Services, the Architect shall receive the sum of Thirty Two Thousand Seven Hundred and Seventy Dollars (\$32,770), as specified on the Schedule of Compensation attached as Exhibit "G" hereto. To the extent such compensation is based on hourly rates, such compensation shall be determined in accordance with the Hourly Rate Schedule attached at Exhibit "H".

5.2 **Allocation of Compensation Among Project Phases.** The total amount of such compensation shall be allocated among the separate phases of the Architect's Services as follows:

During & prior to the Schematic Design Phase	10 %
During the Design Development Phase:	20 %
50% Construction Documents Completion:	20 %
95% Construction Documents Completion:	20 %
Upon DSA approval:	5 %

During the Bidding Phase	5 %
During the Construction Phase:	20 %
TOTAL:	100%

5.3 **Compensation for Supplemental Services.** Compensation for Supplemental Services shall be determined by a separate written agreement between the District and the Architect pursuant to Section 3.1 above.

5.4 **Payment in Monthly Installments.** Compensation payable to the Architect hereunder shall be paid monthly in arrears, in proportion to the percentage of completion of the Architect's Services which are to be performed in each phase of the Project. Each monthly installment shall be paid by the District upon its receipt of the Architect's invoice and corresponding back-up documentation. The back-up documentation referenced above shall include the following to the extent applicable with respect to each application for payment: (a) a description of the status of completion of the Basic Services; (b) a projection of Basic Services anticipated to be performed over the next thirty calendar days; (c) a description of the status of performance of Supplemental Services ; (d) a projection of Supplemental Services anticipated to be performed over the next thirty calendar days; (e) the status of the Architect's performance under the Project Schedule, noting any delays, their impact on progress of the Project, and recommendations for recapturing time lost. In the case of any Architect's Services which are performed and compensated on an hourly (as opposed to fixed fee or lump sum) basis, said back-up documentation shall also include detailed time summaries for Basic Services and Supplemental Services performed that are broken down by timekeeper, task, and time expended (block billings are not permitted) and copies of time sheets.

5.5 **Reductions in Scope of Project.** Where the Architect's compensation hereunder is based on a percentage of the Project Construction Cost, and where modifications to the Project result in portions of the Project being eliminated and not constructed, compensation for Architect's Services applicable to those portions of the Project shall be payable only to the extent that actual services authorized by this Agreement have been performed. Where those modifications result in a reduction in the Project Construction Cost, and where the Architect's compensation hereunder is based on a percentage of the Project Construction Cost, then the corresponding reduction in the Architect's compensation shall be effective concurrent with the District's approval of the modifications to the Project, and shall be effective as to all phases of the Project from that point forward.

5.6 **Extension of Time During Which Architect's Services Must Be Performed.** Unless the Architect and the District have previously agreed in writing to the contrary, no delay or extension of the time necessary or available for the Architect's completion of the Architect's Services shall entitle the Architect to any additional compensation beyond that specified in this Agreement. Notwithstanding the foregoing, where such delay or extension is caused or made

necessary by the default of the General Contractor (or Prime Contractor(s) or the Program Manager) under the Construction Contract, any additional compensation to be paid to the Architect in connection therewith shall be subject to the limitations set forth in Section 3.1.5 above.

5.7 Reimbursement of Architect's Expenses. The District shall reimburse the Architect at cost, without markup, for reasonable expenses of the types identified in Exhibit "J" incurred by the Architect and the Architect's employees and consultants in the course of the Architect's performance of the Architect's Services, but only to the extent that (a) such expenses have been specifically approved in writing by the District prior to those expenses being incurred, (b) the requirements set forth in Section 10.2 below, if applicable, have been satisfied, and (c) the Architect has provided the District with invoices, receipts and other documentation reasonably requested by the District, verifying the amounts of reimbursable expenses for which reimbursement is sought.. Notwithstanding the foregoing, wherever this Agreement specifies that an obligation of the Architect or any item of the Architect's Services is to be performed at the Architect's expense, the Architect shall not be entitled to reimbursement hereunder.

ARTICLE 6: AGREEMENT CONTINGENT ON OBTAINING FUNDING ON TERMS REASONABLY ACCEPTABLE TO DISTRICT

The District's receipt of funding (in an amount deemed necessary by the District) for the Project on terms and conditions acceptable in all respects to the District is a condition precedent to the effectiveness of this Agreement. If the District is unable to obtain funding in such amount or on such terms and conditions by the time that the District determines such funding is necessary for the commencement or completion of the Project, then this Agreement shall be void except to the extent services have been rendered pursuant to authorization from the District's Board of Trustees.

ARTICLE 7: TERMINATION

7.1 Termination by District Without Cause. This Agreement may be terminated without cause by the District upon not less than ten days' written notice to the Architect.

7.2 Termination by Either Party For Cause. Subject to the provisions of Article 8 below, this Agreement may be terminated by either Party upon not less than thirty days' written notice if the other Party has failed to substantially perform its obligations in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

7.3 Termination for Lack of Funding. The District may terminate this Agreement due to lack of funding for the Project pursuant to Article 6 above. Any termination pursuant to this Section 7.3 shall become effective immediately upon the District's delivery to the Architect of written notice of said termination.

7.4 **Suspension of Project by District.** If the Project is suspended by the District for more than ninety consecutive days, the Architect shall be compensated in the amounts specified in this Agreement for the Architect's Services satisfactorily performed prior to such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred as a result of the interruption and resumption of the Basic Services.

7.5 **Abandonment of Project by District.** If the District abandons the Project for more than ninety consecutive days, the Architect shall be compensated in the amounts specified in this Agreement for the Architect's Services satisfactorily performed prior to the abandonment. In addition, the Architect may terminate this Agreement by giving not less than thirty days' written notice to the District; provided, that such termination shall not be effective if, within such thirty-day period, the District gives the Architect written notice that the Project is being resumed and the Project is, in fact, resumed within such thirty-day period.

7.6 **District's Failure to Pay Architect.** Without limiting the generality of Section 7.2 above, but subject to the provisions of Article 8 below, the District's failure to pay to the Architect any amounts required pursuant to the terms of this Agreement, where such failure continues beyond sixty days after the delivery of written notice by the Architect to the District, shall be grounds for termination of this Agreement by the Architect pursuant to Section 7.2 above. Furthermore, and again subject to the provisions of Article 8 below, where such non-payment continues beyond said sixty day period the Architect shall be entitled to suspend performance of the Architect's Services hereunder, and such suspension may commence immediately upon the expiration of said sixty day period (or upon any later date specified by the Architect) and may continue until the delinquent payment has been delivered by the District to the Architect.

7.7 **Compensation to Architect Upon Termination.** Where this Agreement is terminated for any reason, the Architect's compensation shall be limited to amounts due and payable for the Architect's Services as of the termination date pursuant to Section 5.1 above.

ARTICLE 8: NO WORK STOPPAGE PENDING RESOLUTION OF DISPUTES

In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Agreement, or payment (or nonpayment) for Work performed or not performed, the Parties agree that they shall negotiate in good faith to resolve the dispute. Pending resolution of any such dispute, the Architect agrees to continue to perform the Architect's Services diligently to completion and shall have no right to terminate or assign this Agreement so long as the District continues to make timely payment of all undisputed invoices. If the Parties are unable to agree upon a resolution of the dispute, the Architect agrees that the Architect will neither rescind this Agreement nor stop the progress of the Work; the Architect's sole remedy shall be to submit the dispute for determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

ARTICLE 9: ACCOUNTING RECORDS OF THE ARCHITECT

Records of the Architect's direct personnel and reimbursable expenses pertaining to the Supplemental Services and records of accounts between the District and the General Contractor (or Prime Contractor(s) and/or the Program Manager, if applicable) shall be kept in accordance with generally accepted accounting principles. Any and all such records shall be made available to the District or its authorized representative promptly upon the District's request at any time or times during the term of this Agreement or within five years following the expiration or termination of this Agreement.

ARTICLE 10: EMPLOYEES AND CONSULTANTS

10.1 **Engineers and Engineering Services.** As part of the Basic Services, the Architect shall furnish at its expense the services of landscape architects, structural engineers, mechanical engineers, electrical engineers, and provide civil engineering and landscape design services as deemed necessary for the Project.

10.2 **Approval by District.** The Architect shall submit, for written approval by the District, the names of the qualified engineers and consultants proposed for the Project. No engineers or consultants shall perform any work relative to the Project, nor shall the District be obligated hereunder to reimburse the Architect for any expenses incurred by or in connection with any such engineers or consultants, unless and until the involvement in the Project of the engineer or consultant in question has been approved in writing by the District. Nothing in this Agreement shall create any contractual relation between the District and any engineer or consultant employed or retained by the Architect under the terms of this Agreement.

10.3 **Engineer's Certification of Construction Documents.** The Architect shall ensure that each engineer hired or otherwise retained by the Architect in connection with the Project places said engineer's name, seal and signature on all Construction Documents, other Contract Documents, Change Orders, Record Drawings, and/or any other drawings and specifications prepared in whole or in part by said engineer.

10.4 **License and Experience Requirements.** The individual principal or employee of the Architect who is designated as the "architect of record" for the Project, and every engineer and consultant hired or otherwise retained by the Architect in connection with the Project, shall be licensed to practice in California.

10.5 **District's Disapproval of Individual Employees or Consultants.** If any individual employee or consultant of the Architect is not acceptable to the District, then that individual shall be replaced by the Architect with an acceptable, competent, and qualified person at the District's request.

10.6 **Construction Administrator/Field Representative.** The construction administrator or field representative assigned to the Project by the Architect, and each of the Architect's Project Representatives (if any), shall be (a) licensed as a California architect or engineer, (b) competent, qualified and authorized to make critical decisions relative to the Project in a timely manner, and (c) readily available to provide (by phone or facsimile and through correspondence) design direction and decisions when he or she is not at the Site.

ARTICLE 11: INDEMNIFICATION AND DEFENSE

11.1 **Indemnification.** The Architect shall indemnify the District, its Board of Trustees, officers, employees, and agents from and against all "Liability" arising from any "Claim". As used in this Agreement, "Claim" means any third-party claim or allegation that the District (or any of its officers, employees, agents, or trustees) is responsible for damages caused by negligence, recklessness, or willful misconduct of the Architect or any subcontractor or consultant retained by the Architect. As used in this Agreement, "Liability" means any order issued by a court, arbitrator or judicial referee (or any voluntary settlement, if the Architect agrees to the settlement) requiring the District to pay money, take action, or refrain from action due to a Claim. "Liability" also includes any attorneys' fees and other expenses reasonably incurred by the District in defending a Claim.

11.2 **Defense.** If covered by the Architect's insurance policy (or policies) maintained under this Agreement, the Architect or its insurer will hire and pay the fees of an attorney to defend the District against any Claim as defined in Section 11.1. The District will select that attorney, unless the Architect's insurance policy requires the Architect or its insurer to select the attorney.

11.3 **Survival of Obligations.** The Architect's duties of indemnification and defense established in this Article 11 shall survive the expiration or termination of this Agreement and shall continue thereafter with respect to all such Claims, whether those Claims are first asserted during the term of this Agreement or after the expiration or termination of this Agreement.

ARTICLE 12: INSURANCE

The Architect, at its expense, shall purchase and maintain policies of insurance as required by this Article 12 with an insurer or insurers qualified to do business in the State of California and acceptable to District, insuring the Architect and the District against any and all Claims, whether such Claims arise from actions or inaction committed by (a) the Architect, (b) any subcontractor or consultant retained by the Architect, (c) any employee of any such subcontractor or consultant, or of the Architect, or (d) any other person or entity for whose acts any of the foregoing may be liable.

12.1 **Workers' Compensation.** The Architect shall carry Workers' Compensation Insurance in accordance with California law and Employers Liability Insurance with "per employee" and "per occurrence" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K".

12.2 **General and Automobile Liability Insurance.** The Architect shall carry commercial general liability insurance with limits not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K" for combined single limit, bodily injury and property damage liability per occurrence, including: (a) owned, non-owned and hired vehicles; (b) blanket contractual; (c) broad form property damage; (d) products/completed operations; and (e) personal injury.

12.3 **Professional Liability Insurance.** The Architect shall carry professional liability insurance, including contractual liability, with "per claim" and "annual aggregate" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K". Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that the Architect subcontracts any portion of the Architect's Services, the Architect shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph, as modified by Section 12.5 below. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

12.4 **Policy Requirements.** Each policy of insurance required under Sections 12.1 and 12.2 above shall: (a) name the District and its Board of Trustees, officers, employees, and agents as additional insureds (required under Section 12.1 only); (b) be issued by an insurance company which is licensed to do business in the State of California and which has and maintains a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to the District; (c) state that, with respect to the operations of the Architect hereunder, such policy is primary and any insurance carried by the District is excess and non-contributory with such primary insurance; (d) state that not less than thirty days' written notice shall be given to the District prior to cancellation (or not less than ten days' written notice, where cancellation is due to non-payment of premiums); and (e) shall waive all rights of subrogation on behalf of both the Architect and the insurer. The provisions of clause (b) of the preceding sentence shall also apply to each policy of insurance required under Section 12.3 above. The Architect shall notify District in the event of material change in, or failure to renew, any such policy. Prior to commencing any of the Architect's Services, the Architect shall deliver to the District certificates of insurance as evidence of compliance with the requirements herein. In the event the Architect fails to obtain or maintain any policy of insurance required hereby, the District may, at its sole discretion, obtain such policy of insurance in the name of and for the account of the Architect, and in such event the Architect shall reimburse the District upon demand for the cost thereof. Further, maintaining the insurance required by this Agreement shall not relieve Architect from, nor limit Architect's liability with respect to, its obligations to indemnify the District as set forth in this Agreement.

12.5 **Subcontractor's Insurance.** If the Architect subcontracts any portion of Architect's Services, then (unless otherwise agreed to in writing by the District) the Architect shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in this 12.5, in amounts which are appropriate with respect to that subcontractor's part of the Architect's Services, which shall in no event (unless otherwise agreed to in writing by the District) be less than the "per occurrence" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K".

12.6 **Additional Insurance Obligations.** Upon the District's reasonable request, the Architect shall carry and maintain during the term of this Agreement, at the Architect's sole cost and expense, (a) increased amounts of the types of insurance identified in Sections 12.1 through 12.3 above, and (b) additional types and amounts of insurance specified by the District relative to the Architect's Services as identified in Exhibit "K".

ARTICLE 13: INDEPENDENT CONTRACTOR

The Architect, in the performance of the Architect's Services under this Agreement, shall be and act as an independent contractor. The Architect shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of the Architect and not subject to the control or supervision of the District, except (a) as to the results of the Architect's Services, (b) as otherwise required by Applicable Laws, and (c) as otherwise specified in this Agreement. The Architect is not an employee of the District and shall not represent itself (and no employee of the Architect shall represent himself or herself) as an employee of the District. No payments made to the Architect hereunder shall be subject to withholding taxes or other employment taxes required with respect to compensation paid by an employer to an employee. The Architect understands and agrees that neither the Architect nor any of the Architect's employees shall be considered officers, employees, or agents of the District, and that none are entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Architect assumes the full responsibility for the acts and/or omissions of the Architect's employees, subcontractors, consultants, or agents as they relate to the Architect's Services to be provided under this Agreement. The Architect shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the Architect's employees.

ARTICLE 14: CROSS-DEFAULT

A default by the Architect under any other agreement between the Architect and the District (whether that other agreement was entered into prior to, concurrently with or subsequent to the Parties' entry into this Agreement) may also, at the District's option, be deemed to be a default by the Architect under this Agreement. If the District exercises such option, then the

District shall have any and all remedies available to it resulting from a default by the Architect hereunder, including without limitation the right of the District to terminate this Agreement.

ARTICLE 15: ARCHITECT'S RECORDS

15.1 Maintenance of Project Books and Records. The Architect (and its subconsultants) shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information required by the District to verify the scope or charges for any services provided under this Agreement. The Architect (and its subconsultants) shall maintain such records in sufficient detail to permit the District and its designees (including without limitation the District's independent auditors) to thoroughly evaluate and verify the nature, scope, value, and charges for services performed under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from the other documents and records unrelated to the Project for a period of four years after the later of termination of this Agreement or final completion of the Project.

15.2 District's Audit Rights. The District and its designees (including without limitation the District's independent auditors) shall have the right to examine and to audit the books and records identified in Section 15.1 above ("**Audit**"). Such Audit rights shall include without limitation verification of the amounts and tasks performed for all time expended that is charged to the District on an hourly basis. Such Audit rights may be exercised at all reasonable times at the Architect's offices. The Architect shall, at no expense to the District (or to the District's designees and independent auditors) furnish facilities and cooperate fully with the Audit. Upon the District's (or its designee's or auditor's) request, the Architect shall provide reproducible copies of the records identified in Section 15.1 above that are applicable to the Audit for reproduction by the District and/or its designees and auditors.

15.3 Reimbursement of Overpayments; Cost of Audit. If any Audit reveals excess charges inaccurately or improperly collected by the Architect from the District, then the Architect shall refund the overpayment to the District within five business days after the receipt of the results of the Audit, together with interest at a rate that is the lesser of (i) ten percent per annum or (ii) the maximum rate allowable by law. Furthermore, if the Audit reveals that the Architect overcharged the District by more than five percent, then the Architect shall pay the cost of the Audit.

ARTICLE 16: RESOLUTION OF DISPUTES

Disputes between the Parties in any way related to this Agreement ("**Disputes**") shall be resolved by the Parties in accordance with the Dispute resolution provisions of this Article 16, in lieu of any and all rights under the law that either Party may have to cause the Dispute to be adjudged by a trial court or jury (except as to enforcement of an arbitrator's award, as noted

below in this paragraph). The dispute resolution process set forth in this Article 16 shall be the exclusive recourse of the Architect and the District for determination and resolution of Disputes; provided, however, that either Party may bring litigation against the other in order to enforce an arbitrator's award rendered pursuant to Section 16.4 below. The Parties shall utilize each of the following steps in the Dispute resolution process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Dispute resolution process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in that process.

16.1 Step One: Submission of Disputes for Resolution. Each Party's rights to submit a Dispute for resolution pursuant to this Article 16 shall commence upon that Party's discovery of facts which are the basis of the Dispute, subject to any applicable statute of limitations. The Party submitting a Dispute for resolution (the "**Claimant**") shall do so by delivering to the other Party (the "**Respondent**") a written statement ("**Statement of Dispute**") setting forth in reasonable detail the events or circumstances giving rise to the Dispute, the dates of their occurrence, the damages claimed by the Claimant as a result of those events or circumstances, and the relief sought by the Claimant to resolve the Dispute. Concurrently with the delivery of the Statement of Dispute, the Claimant shall deliver to the Respondent supporting data and/or documentation adequate to substantiate the events and claims set forth in the Statement of Dispute. Said Statement of Dispute and supporting data and documentation must be delivered not later than thirty days after the Claimant's discovery of the circumstances giving rise to the subject claims. Nothing contained herein shall preclude either Party from asserting claims in response to a Statement of Dispute from the other Party.

16.2 Step Two: Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than ten days after receipt of the Statement of Dispute) in a good faith effort to negotiate a resolution to the Dispute. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Dispute or defenses being asserted by such Party, and with full authority to resolve such Dispute then and there, subject only to the District's right and obligation to obtain Board of Trustees approval of any agreed settlement or resolution. If the Dispute involves the assertion of a right or claim by a subcontractor against the Architect that is in turn being asserted by the Architect against the District, then such subcontractor shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Dispute is not resolved, the Parties may either continue the negotiations or either Party to this Agreement may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to *Evidence Code* Sections 1119 and 1152.

16.3 Step Three: Non-Binding Mediation. If the Dispute remains unresolved after direct negotiations pursuant to Section 16.2 above, the Parties agree to submit the Dispute to non-binding mediation before a mutually acceptable third party mediator.

16.3.1 Qualifications of Mediator. The mediator shall be selected by the mutual agreement of the Parties. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five years of experience in public works construction contract law and in mediating public works construction disputes.

16.3.2 Submission to Mediation and Selection of Mediator. The Party initiating mediation of a Dispute shall provide written notice to the other Party of the initiating Party's decision to mediate. In the event the Parties are unable to agree upon a mediator within fifteen days after the receipt of such written notice, then the Parties shall submit the matter to the American Arbitration Association ("AAA") at its Orange County Regional Office for selection of a mediator in accordance with the AAA Construction Industry Mediation Rules.

16.3.3 Mediation Process. The location of the mediation shall be at the offices of the District. The costs of mediation shall be shared equally and in advance by both Parties. The mediator shall provide an independent assessment on the merits of the Dispute and recommendations for resolution. All discussions that occur during the mediation and all documents prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to *Evidence Code* Sections 1119 and 1152.

16.4 Step Four: Binding Arbitration. If the Dispute is not resolved by mediation, the Party wishing to further pursue resolution of the Dispute shall submit the Dispute for final and binding arbitration pursuant to the provisions of *Public Contract Code* Sections 10240 *et seq.* The award of the arbitrator therein shall be final and may be entered as a judgment by any court of competent jurisdiction. Such arbitration shall be conducted in accordance with the following:

16.4.1 Initiation of Arbitration. The arbitration shall be initiated by filing a complaint in arbitration in accordance with the regulations promulgated pursuant to *Public Contract Code* Section 10240.5.

16.4.2 Qualifications of the Arbitrator. The arbitrator shall be selected by the mutual agreement of the Parties. The arbitrator shall be a retired judge or an attorney with at least five years of experience with public works construction contract law and in arbitrating public works construction disputes. In the event the Parties cannot agree upon a mutually acceptable arbitrator, then the provisions of *Public Contract Code* Section 10240.3 shall be followed in selecting an arbitrator possessing the qualifications required herein. Under no circumstances shall the arbitrator be the same individual as the mediator hearing the complaint under Section 16.3 above.

16.4.3 Hearing Days and Location. Arbitration hearings shall be held at the offices of the District and, except for good cause shown to and determined by the arbitrator, shall be conducted on consecutive business days, without interruption or continuance.

16.4.4 Hearing Delays. Arbitration hearings shall not be delayed unless the arbitrator agrees that the Party requesting the delay has shown good cause for the delay.

16.4.5 **Recorded Hearings.** All arbitration hearings to receive evidence shall be recorded by a certified stenographic reporter, with the costs thereof borne equally by the District and the Architect and allocated by the arbitrator in the final award.

16.4.6 **Discovery.** Discovery shall be permitted in accordance with the provisions of Section 10240.11 of the *Public Contract Code*, without limitation on the number of percipient or expert witnesses. Expert reports shall be exchanged prior to receipt of evidence, in accordance with the direction of the arbitrator, and expert reports (excluding rebuttal reports) not so submitted shall not be admissible as evidence.

16.4.7 **Authority of Arbitrator.** The arbitrator shall have the authority to hear dispositive motions and issue interim orders, interim or executory awards, and final orders and awards.

16.4.8 **Waiver of Jury Trial.** The Architect and the District each voluntarily waives its right to a jury trial with respect to any Dispute that is subject to binding arbitration in accordance with the provisions of this Article 16. The Architect shall include this provision for waiver of jury trial, waiving the right to jury trial in any action involving District as a party in its contracts with its subcontractors who provide any portion of the services required by this Agreement.

16.4.9 **Consolidation and Joinder.** The Parties hereto consent to the consolidation or joinder of any third-party claims involving other of the District's or the Architect's consultants relative to the Dispute, but only if resolution of those third-party claims is reasonably necessary to the complete resolution of the Dispute and only if the District or the Architect has the right to require said third party or parties to submit to the binding arbitration contemplated pursuant to this Article 16.

ARTICLE 17: MISCELLANEOUS

17.1 **No Third-Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or the Architect.

17.2 **Successors and Assigns; Prohibition Against Architect's Assignment.** The District and Architect, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other Party to this Agreement with respect to the terms of this Agreement. The District may assign its rights and obligations under this Agreement to any third party upon written notice to the Architect. The Architect shall not assign this Agreement or any of its rights or obligations hereunder.

17.3 **Entire Agreement; Modification.** This Agreement represents the entire understanding between the District and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement (and the duties, responsibilities, and

limitations of authority relative to each Party established herein) may be amended or modified only by an agreement in writing signed by both the District and the Architect.

17.4 Notices. All written notices required to be given pursuant to the terms hereof shall be either (i) personally delivered, (ii) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by overnight courier service, or (iv) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, return receipt requested, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (i), (ii) or (iii) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses or to such other address as the receiving Party may from time to time specify by written notice to the other Party:

To the District:

Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626
Attn: Director, Facilities and Planning
Telephone No.: (714) 438-4731
Fax No.: (714) 438-4689
E-mail: jmarchbank@cccd.edu

With a copy to:

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Director, Risk Services
Telephone No.: (714) 438-4688
Fax No.: (714) 438-4689
E-mail: crymas@cccd.edu

To the Architect:

Bundy - Finkel Architects
1122 Bristol Street Suite 120
Costa Mesa, CA 92688
Attn: Timothy Bundy, Architect

With a copy to:

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Jerry Marchbank

Telephone No.: 714-850-7575
Fax No.: 714-850-7576
E-mail: tbundy@bundyfinkelarchitects.com

Telephone No.: 714-438-4731
Fax No.: 714-438-4893
E-mail: jmarchbank@cccd.edu

17.5 Time. Time is of the essence of every provision contained in this Agreement.

17.6 Incorporation of Recitals. All of the recitals set forth in this Agreement are by this reference incorporated in and made a part of this Agreement.

17.7 Attorneys' Fees. In the event any dispute between the Parties hereto should result in arbitration or litigation, or if any action at law or in equity is taken to enforce or interpret the terms and conditions of this Agreement, the prevailing Party shall (in addition to any other relief

to which that Party may be entitled) be reimbursed for all reasonable costs and expenses incurred in connection with such arbitration or litigation, including, without limitation, reasonable attorneys' fees, accountants' fees and experts' fees. As used herein, the term "prevailing Party" shall include without limitation any Party against whom a cause of action, complaint, cross-complaint, counter-claim, cross-claim or third party complaint is voluntarily dismissed, with or without prejudice.

17.8 **Construction.** The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments hereto.

17.9 **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

17.10 **Consent to Jurisdiction and Service of Process.** Subject to Article 16, all judicial proceedings brought against any Party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Agreement each Party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non-conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other Party at its address provided herein, such service being hereby acknowledged by each Party to be sufficient for personal jurisdiction in any action against said Party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

17.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the Parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

17.12 **Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

17.13 **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality

or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

17.14 **Further Assurances.** Each Party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

17.15 **No Waiver.** Any waiver, consent, or approval by either Party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either Party in exercising any power, right, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

17.16 **Rights and Remedies.** Except as otherwise provided herein, no right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any Party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

17.17 **Joint and Several Liability.** To the extent that either Party constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

17.18 **Confidentiality.** This Agreement and the Project Documents shall be held confidential by the Architect to the extent they are not subject to disclosure pursuant to the terms of this Agreement (including without limitation Section 1.6 above and this Section 17.18 or under the Brown Act or the California Public Records Act. The Project Documents shall not, without the written consent of the District, be used or reproduced by the Architect for any purposes other than the performance of the Architect's Services. The Architect shall not disclose, or cause or facilitate the disclosure of, the Project Documents to any person or entity not connected with the performance of the Architect's Services or the Project. Nothing furnished to the Architect which is otherwise known to the Architect or is generally known, or has become known, to the related industry shall be deemed confidential. The Architect shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Architectural Services or the Project in any magazine, trade paper, newspaper, television or radio production, web site, or other similar medium without the prior written consent of the District.

This Agreement is entered into as of the day and year of later execution below.

ARCHITECT

COAST COMMUNITY COLLEGE DISTRICT

By: 

By: _____
President, Board of Trustees

**Print Name: Timothy Bundy, A.I.A LEED
AP**

Date:

Date: December 6, 2011

Architect's Federal Taxpayer I.D. Number:

80 - 0115569

EXHIBIT "A"

DESCRIPTION OF PROJECT

Description:

Approve Standard Architectural Services Agreement with Bundy - Finkel Architects; Orange Coast College Swap Meet/Special Events Restroom Building

1. Background:

Orange Coast College is seeking an architect to provide professional design/engineering services, bid document preparation, and construction administration oversight for the construction of a 700 square foot restroom building to be located adjacent to the Adams parking lot near the Horticulture Garden. This facility will regularly serve students travelling to and from the main parking lot, weekend swap meet patrons, and campus special events (i.e. athletic events).

2. Goal/Purpose :

Design and construction of a permanent restroom facility to support campus activities.

3. Comments

None

4. Recommendation Statement

After review by the Orange Coast College Vice President of Administrative Services, Director of Facilities Planning and Construction, and the Vice Chancellor of Finance & Administrative Services, it is recommended by the Chancellor that authorization be given to employ Bundy - Finkel Architects for architectural services for the Orange Coast College Swap Meet/Special Events Restroom Building pursuant to the Districts' Standard Architectural Services Agreement.

The scope of service is to include the following tasks:

a.	Research/Programming Services	\$ 4,120
b.	Design & Construction Documents	\$18,800
c.	Agency Processing (DSA approval & closeout)	\$ 3,400
d.	Construction Admin/Observation	\$ 4,600

Total fee for architectural services under this agreement: \$30,920

h.	Reimbursable Expenses	\$ 1,850
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It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the agreement.

Fiscal Impact: \$32,770.00 (OCC Enterprise Funds)

KEY PERSONNEL

EXHIBIT "C"

SCHEDULE OF PROJECT DEADLINES*

Sheet 1 of 1

NTP:

Schematic Design Two weeks

Review and Approval: TBD

Design Development: One week

District Review and Approval: TBD

Submit to State for Approval: TBD

Construction Documents 50%: Two weeks

Construction Documents 95%: Two weeks

District Review and Approval: TBD

DSA Review & Approval: TBD

Submit to State for Approval: TBD

Bid Period: TBD

Construction Contract Award: TBD

Construction Period: TBD

EXHIBIT "D"

SUBMITTAL REQUIREMENTS

Unless otherwise directed by the District, the Architect shall submit to the Program Manager, at the conclusion of each phase of service, the following documents in the types and quantities indicated:

PHASE	DRAWINGS	SPECIFICATIONS, BASIS OF DESIGN, CALCULATIONS AND COST ESTIMATE AS APPLICABLE TO PHASE
Schematic Design	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Outline Specifications; 3 sets of detailed cost estimate and design criteria. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.
Design Development	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Specifications; 3 sets of detailed cost estimate and design criteria. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.
50% Construction Documents	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Specifications; 3 sets of 50% level detailed cost estimate and preliminary engineering calculations. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.
95% Construction Documents	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Specifications; 3 sets of 95% level detailed cost estimate and engineering calculations. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.

Upon DSA Approval	1 set of prints bearing an original DSA stamp of approval; 3 copies of full size and 3 half-size prints with DSA's stamp of approval.	1 set of Specifications and engineering calculations bearing an original DSA stamp of approval; 3 copies of 8 1/2" x 11" bound Specifications and engineering calculations with DSA's approval stamp; 3 sets of the final detailed cost estimate updated to reflect DSA comments. An electronic or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of final detailed cost estimate.
Bidding support / solicitation of bids	1 set of reproducible drawings with DSA's stamp to be submitted to the District's reprographic company for printing of Bid Sets.	1 set of the Project Manual with DSA's stamp of approval to be submitted to the District's reprographic company for printing of Bid Sets.
Bidding Support Addenda	3 sets of full size reproducible drawings bearing DSA stamp of approval; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" Specifications and written addenda; 3 copies of electronic files of all documents.
Construction Phase	1 set of reproducible drawings with DSA's stamp to be submitted to the District's reprographic company for printing of Bid Sets. This set to be labeled "FOR CONSTRUCTION."	1 set of the Project Manual with DSA's stamp of approval to be submitted to the District's reprographic company for printing of Bid Sets. This set to be labeled "FOR CONSTRUCTION."
Record Documents	Initial submittal for review; submit 3 sets of Record Drawings. Upon approval, submit 3 sets of full size and 3 half-size prints of Record Drawings; 1 set of reproducible Record Drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of Record Drawings.	Initial submittal for review; submit 3 sets of Record Project Manual. Upon approval, submit 3 sets of Record Manual; 1 set of reproducible Record Project Manual to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of Record Project Manual.

In addition to the above described submittals, the required quantities of documents shall be submitted for review and approval to the appropriate governing agencies, which may include but is not limited to the following:

Division of State Architect; Bureau of Public Works (B Permit); County Health Department (Food preparation and food service);

Office of the Public School Construction; State Chancellor's Office; Local Fire Department.

EXHIBIT "E"

AUTHORIZED ADDITIONAL SERVICES

None

EXHIBIT "F"

EXCLUDED DESIGN SERVICES

See Attached Proposal

EXHIBIT "G"

SCHEDULE OF COMPENSATION*

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As total compensation for the Architect's performance of the Basic Services, the Architect shall receive the sum of Thirty Two Thousand, Seven Hundred Seventy Seven Dollars (\$32,770.00).

[illegible]

SCHEDULE OF VALUES	
NO.	DESCRIPTION
1	GENERAL CONDITIONS
2	DEMOLITION
3	FOUNDATION
4	WALLS
5	ROOF
6	FLOORING
7	MECHANICAL
8	ELECTRICAL
9	PLUMBING
10	PAINTING
11	FINISHES
12	LANDSCAPE
13	CONTINGENCY
14	TOTAL

EXHIBIT "T"

FEE PAYMENT SCHEDULE

Sheet 1 of 1

Research/Programming Services:	\$4,120	Invoiced monthly based on mutually agreed upon percentage of completion
Construction Documents 50%:	\$9,400	Invoiced monthly up to this amount
Construction Documents 95%:	\$9,460	Invoiced monthly up to this amount
DSA Review & Approval 100%:	\$3,400	Upon submittal to the State of DSA approved Construction Documents
Bidding Phase:	\$ 940	Invoiced monthly up to this amount
Construction Period:	\$4,450	Invoice monthly up to this amount
Construction Close-out:	\$1,000	Upon completion of items required by Section 2.10
Total Fee:	\$32,770	Includes reimbursables

EXHIBIT "J"

REIMBURSABLE EXPENSES

District shall, in addition to its Basic Services compensation, reimburse Architect a reasonable sum for the out-of-pocket expenses listed in this Exhibit that are incurred and paid for by Architect in furtherance of performance of its obligations under this Agreement, but only to the amount expended by the Architect ("at cost"), only to the extent that such expenses are generated in connection with the operations of this Project, and only to the extent authorized by Section 5.7 of the Agreement:

- (i) Printing and reproduction expenses for drawings and documents beyond that which is included in this Agreement;
- (ii) express shipping, overnight mail, messenger, courier, or delivery services (but not including company or corporate required communications or reports, such as but not limited to timesheets, expense reports, inter-office memoranda, invoices, etc.);
- (iii) long distance telephone calls (i.e., outside the 562, 323, 213, 310, 818, 714, 626, 909, and 949 area codes);
- (iv) mileage beyond a 50 mile radius of Architect's office in conjunction with the performance of Basic and/or Additional Services (excluding travel from residence to Project or Architect's home or branch offices to Project) at the rate established by Internal Revenue Service and related parking and/or tolls;
- (v) out-of-town travel as approved in advance in writing by District;
- (vi) regulatory agency and permit-filing fees that are specific to the Project;
- (vii) presentation models and renderings;
- (viii) preparation of measured "as-built" drawings.
- (ix) selection by the Architect, at the District's request, of movable furniture, equipment, or articles not included in the Construction Contract;
- (x) special consultants other than included in Basic Services;

- (xi) providing detailed quantity surveys or inventories of material, equipment, and labor.

EXHIBIT "K"

SCHEDULE OF INSURANCE

Current Certificates for Liability and Worker's Compensation are required to be on file for all District projects.

District insurance requirements are:

1. Commercial General Liability Insurance for bodily injury and property damage, including accidental death in an amount not less than One Million Dollars per occurrence, Two Million Dollars in the aggregate, and commercial auto liability insurance with limits of not less than One Million Dollars per occurrence, including: (1) owned, non-owned and hired vehicles; (b) blanket contractual; (c) broad form property damage; (d) products/completed operations; and (e) personal injury. Coast Community College District is to be named as an additional insured.
2. Professional Liability Insurance covering the Consultant's negligent acts, errors, and omissions, with limits not less than \$1,000,000 each claim and \$3,000,000 annual aggregate and with a deductible of not more than \$50,000. Such policy shall continue in effect for four years following the date of acceptance by the District of the completed project for which the Consultant provided services.
3. Worker's Compensation Insurance in accordance with California law and Employers Liability Insurance with limits of not less than One Million Dollars per employee and One Million Dollars per occurrence.

EXHIBIT "L"

DESCRIPTION OF BOND PROGRAM

(IF ANY)

EXHIBIT "M"

ARCHITECT'S STATEMENT OF QUALIFICATIONS AND PROPOSAL

BUNDY-FINKEL ■ Architects

Architecture

Planning

Interiors

February 18, 2010 (Revised August 15, 2011)

Mr. Doug Bennett
OCC Foundation
1128 Fairview
Costa Mesa, CA 92626

Dear Doug:

Thank you for the opportunity to assist you to remobilize the restroom building for OCC.

A. PROJECT DESCRIPTION: Our services will include taking as much existing data as is applicable from the 700 s.f+ restroom and take the same basic building design, re-evaluate the design and package to bring it up to current code, relocate the building to the proposed new location (at the concrete slab where the temporary toilets currently are situated) make necessary revisions to the set of plans, process through DSA for permits, then provide CA through construction. Included is limited civil engineering services to assist coordination with the school in laying out sewer and water connections based on owner provided pot-holing or as-built utility information.

B. PROJECT SCOPE OF WORK:

Perform architectural, structural, plumbing and electrical and limited civil engineering services as required to remobilize the subject project which was originally designed in 2004. The following is our understanding of the work effort and proposed scope of work:

1. Research Services:

- Review to update architectural, structural, electrical, plumbing construction documents as required to meet updated current codes including: UBC, NEC, UPC, Division of State Architect (DSA) requirements and CEC Title 24 code and calculations.
- Redesign to add extra toilet per gender and update backgrounds for distribution.
- Re calculate structural loads based on current standards
- Perform one site investigation survey to determine P.O.C. for electrical and plumbing service to proposed building location. (As-built drawings or physical data , ie. potholing, to be furnished by client)
- Assist in evaluating existing points of connection for wet and dry utilities based on Owner-provided site data.
- Review and provide site measurements for new location.
- Have one meeting with client to discuss project direction, schedule.

2. Design & Construction Document (CD's) Services:

- Revise existing arch, structural, plumbing, electrical construction documents – site plan and single – line diagram to identify new point of origin for electrical services to restroom building, any upgrades due to recent code changes, modify footprint to add one extra toilet per gender to increase size of building by 3'-4".
- Prepare engineered plumbing plans incorporating current design connected to new P.O.C. for sewer and water.
- Prepare grading and drainage plan designs, water and sewer plan designs

- Included is one meeting with Owner and a contractor for approval and preliminary pricing.

Deliverables to include:

- Updated construction set + specification book for Architectural, structural, electrical, plumbing and limited civil construction documents.

3. Agency Processing Services:

- Submit to and coordinate DSA plan check comments for permit issuance through DSA.
- Assist Owner with local agency coordination to confirm sewer connection information and processing.
- Assist Owner to Coordinate DSA close-out procedure.

4. Construction Administration Services:

- Inner Office CA Activities - Respond to contractor RFI'S, review shop drawings and prepare bid addendums as required.
- Assist with DSA close-out paperwork
- Construction Administration Field Visits – Two visits included.

C. OWNER PROVIDED ITEMS / ADDITIONAL SERVICES:

1. All services not specifically indicated in this proposal.
2. Preparation of existing As-built utility information'
3. Updated soils report information for new site.
4. All plan check and permit fees.
5. Any landscape or irrigation plans - it is assumed these will be design-build and coordinated by Owner.
6. Full Legal Boundary Survey.
7. Drainage runoff treatment off vacant site outside of given site boundary
8. Handling hazardous materials.
9. Geotechnical Studies or designs
10. Construction Staking.
11. Preparation of SWPPP or LSWPPP Reports.
12. ADA Accessible path of travel documentation beyond providing access from existing sidewalks to building entry.
13. LEED certification processing or commissioning
14. Field Surveys

D. PROPOSED FEES

For work identified in Section B:

Phase	Description	Fee
B1. Research Services		
	Architectural, Structural, Plumbing, Electrical engineers	\$ 2,800.00
	Civil research/Field investigations / measurements	\$ 1,320.00
	Subtotal	\$ 4,120.00
B2. Design & Construction documents: estimated to be		
	Architectural:	\$ 4,600.00
	Structural, MPE Engineering	\$ 10,400.00
	Civil Engineering	\$ 3,800.00
	Subtotal	\$ 18,800.00
B3. Agency Processing: hrly, estimated to be...		
	Architectural + S,E,P Engineering + Civil	\$ 3,400.00
B4. Construction Administration/Observation: hrly estimated to be...		\$ 4,600.00
Total:		\$ 30,920.00
	Reimbursables estimated to be: 6% of fee	\$ 1,850.00
	Note: if extra toilet not added, reduce fee by	\$ 1,600.00

E. REIMBURSABLE EXPENSES

Reimbursable expenses include:

1. Blueprinting and other reprographic services.
2. Delivery charges.
3. Mileage @ \$.50/mile.
4. Long distance phone and fax charges.
5. Photographic services.
6. CAD plotting services.

F. PAYMENT SCHEDULE

Progress billings shall be made monthly and shall be based on the percentage of work completed to date.

G. BILLING RATES: (Standard, to be adjusted based on job related agreement)

Principal	\$ 150.00/hr.	Professional Staff	\$ 95.00/hr.
Senior Designer	\$ 135.00/hr.	Draftsperson	\$ 80.00/hr.
Project Manager	\$ 110.00/hr.	Clerical	\$ 50.00/hr.

H. ADDITIONAL SERVICES:

Additional services beyond the scope of services identified above will be provided on an hourly basis, per the rate schedule included herein. All additional services shall be clearly identified by the Architect and shall be approved in writing by the Client prior to commencement of work. Services may include, but are not limited to:

OCC Restrooms

March 26, 2010 (Rev'd August 15, 2011)

Page 4

1. Revisions or additions to project scope referenced above, requested by Client or Agency, occurring after Client's acceptance of preliminary design.
2. Additional meetings, plans or services not listed in Section B.
3. Three-dimensional computer models.
4. Lease exhibits beyond those identified in this proposal.
5. Coordination with consultants not identified under this proposal.
6. Preparation of as-built drawings.

If you have any questions or comments regarding this proposal, please contact our office your earliest convenience.

Please note your approval below if in agreement with the terms contained herein. A contract will then be forwarded for your review and approval. We look forward to working with you on your project. Do not hesitate to call to discuss any or all of the items to confirm our understanding of your needs.

Sincerely,

Bundy-Finkel Architects



Timothy Bundy, A.I.A. LEED AP

Approved

Date

Admin\proposal \ 390 OCC RR.pro.rev.81511.doc

COAST COMMUNITY COLLEGE DISTRICT Standard Professional Services Agreement

This Standard Professional Services Agreement ("Agreement") is entered into between the Coast Community College District, a California public educational entity, hereinafter called "District", and Dougherty + Dougherty Architects, hereinafter called "Consultant", to furnish certain services upon the terms and conditions as set forth herein. The District and Consultant may be referred to herein individually as "Party" and collectively as "Parties."

I. CONSULTANT SERVICES AND RESPONSIBILITIES. The Consultant shall furnish the following services:

A. Act as a Consultant to the District to perform consulting services. The District will issue a written purchase order as the mechanism authorizing the specific services set forth pursuant to Exhibit A, the Consultant's proposal as revised and accepted by District. The purchase order and signed proposal shall state the particular area of concern, the specific services to be performed, the schedule for their completion, and their estimated cost. Any changes in the Scope of Work shall require a separate purchase order and proposal.

B. Furnish drawings, documents, reports, surveys, renderings, exhibits, models, prints, and photographs, and other materials as required and as authorized by the District.

II. TERM. The term of this Agreement shall be commence on December 15th, 2011 and shall expire on December 15th, 2012, unless terminated earlier in accordance with the terms hereof, which term may be extended by the mutual agreement of the District and the Consultant and upon the approval of their governing boards.

A. **DISTRICT-INITIATED TERMINATION.** If the District determines that the Consultant has failed to perform in accordance with the terms and conditions of this Agreement, the District may terminate all or part of the Agreement for cause. This termination shall become effective if the Consultant does not cure its failure to perform within ten days (or more, if authorized in writing by the District) after receipt of a notice of intention to terminate from the District specifying the failure in performance. If a termination for cause does occur, the District shall have the right to withhold monies otherwise payable to the Consultant until the services under this Agreement are completed. If the District incurs additional costs, expenses, or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted; the balance will be paid to the Consultant upon completion of the services to be provided under this Agreement. If the costs, expenses, or other damages incurred by the District exceed the amounts withheld, the Consultant shall be liable to the District for the difference.

B. The District may terminate this Agreement for convenience at any time upon written notice to the Consultant. The Consultant shall be compensated for services acceptable to the District through the date of termination.

C. CONSULTANT-INITIATED TERMINATION. The Consultant may terminate this Agreement for cause if the District fails to cure a material default in its performance within a period of thirty days, or such longer period as the Consultant may allow, after receipt from the Consultant of a written termination notice specifying the default in the District's performance. In the event of termination for cause by the Consultant, the District will pay the Consultant in accordance with paragraph II.A.

III. GENERAL PROVISIONS

A. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor, and Consultant shall perform all services required hereunder as an independent contractor and not as an agent or employee of the District.

B. CONSULTANT HIRING. The Consultant shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the service is to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

C. SUBCONSULTANTS. The Consultant shall fully cooperate with other professionals employed by the District in the production of other work related to its services. The Consultant shall contract for or employ, at its expense, such professional subconsultants, as the Consultant deems necessary for the completion of the services. The Consultant is as responsible for the performance of its subconsultants as it would be if it had rendered these services itself. Nothing in the foregoing procedure shall create any contractual relationship between the District and the Consultant's subconsultants or subcontractors employed under the terms and conditions of this Agreement. The Consultant shall be solely responsible for payment and obligations of any subconsultants or subcontractors.

D. LEGAL AND REGULATORY COMPLIANCE. The Consultant shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, standards, the District Board Policy and Regulations, including without limitation all applicable licensing requirements.

E. OWNERSHIP AND USE OF DOCUMENTS. Drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials furnished by Consultant hereunder shall be and shall remain the property of District. In the event of Agreement termination by either Party for any reason, as provided under this Agreement, the District will have the right to receive, and the Consultant shall promptly provide to the District, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement notwithstanding, the District retains the right to receive and use any such documents or materials.

F. CONSULTANT'S ACCOUNTING RECORDS. All books and records relating to this Agreement shall be maintained in accordance with generally accepted accounting principles. The District or the District's authorized representative shall have access to and the right to audit and the right to copy all of the Consultant's books and records. The Consultant records shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available); contracts; payroll records; subconsultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least three years from the date of Final Payment under this Agreement.

G. CONFLICT OF INTEREST. The Consultant affirms that to the best of its knowledge, there exists no actual or potential conflict of interest, as defined in the California Government Code, between the Consultant and the District for the services provided under this Agreement. The Consultant agrees to timely inform the District in writing concerning any possible conflict of interest that may later be discovered by the Consultant.

H. SUCCESSORS AND ASSIGNS. If the Consultant transacts business as an individual, upon the Consultant's death or incapacitation, the District will automatically terminate this Agreement as of the date of such event. If so terminated, neither the Consultant nor the Consultant's estate shall have any further right to perform hereunder, and District shall pay the Consultant, or the Consultant's estate, the prorated unpaid compensation due under Article IV for any services rendered prior to this termination. This Agreement shall be binding upon the District and the Consultant and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by the Consultant without the prior written consent and approval of the District.

I. INFORMATION FURNISHED BY DISTRICT. If required for the performance of the Consultant's services, the District will furnish information, surveys, reports, as-builts, and other materials available to District or which the District can secure at a reasonable expense.

J. PUBLIC STATEMENTS. Neither the Consultant nor any entity over which Consultant has control or supervision shall make any announcement, release any information, or authorize or participate in any interview to or with any member of the public or the press, any business, nonprofit entity, or other official or nonofficial body, or representative thereof, concerning any Project, or this or any related Agreement, without first obtaining written consent from the District; provided, however, that consent is not required to release information pursuant to court order or requests of official regulatory entities.

IV. COMPENSATION. The District has the right to withhold payment from the Consultant for any unsatisfactory service until such time service is performed satisfactorily. The District will compensate the Consultant for the scope of services provided in accordance with this Agreement, calculated as follows:

A. For each purchase order and accompanying proposal, a maximum payment shall be established that shall not be exceeded without the prior written approval of the District. Alternatively, a lump-sum fee may be negotiated.

B. All fees shall be paid in accordance with the consultant rate schedule included in the Consultant's proposal for services. Rates shall not be changed except with prior written approval of the District.

C. Payments to the Consultant shall be made monthly, subsequent to the receipt of an invoice itemizing the costs of services provided, the applicable rate for such services, and clear description of time expended for services rendered during each month, or portion thereof, that the Consultant has invoiced the District for services performed.

D. Reimbursable expenses shall be only for actual costs as approved by the District. Paid invoices or other proof of payment shall be submitted when requesting reimbursement. Types of reimbursable expenses the District may approve may include expenses for printing, reproductions, and postage for documents, reports, surveys, drawings, and other materials, excluding reproductions for office use by the Consultant and the Consultant's subconsultants.

E. Compensation for additional services, if required, shall be negotiated separately.

F. Total compensation pursuant to attached proposal in the amount of \$30,000.00.

G. In the event of termination of this Agreement prior to completion of the services being performed, the District will pay the Consultant in full for all services satisfactorily performed, as determined by the District, and for all expenses incurred under this Agreement, up to and including the effective date of termination. In ascertaining the services actually rendered up to the date of termination, consideration shall be given to both completed service and service in progress, whether delivered to the District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation shall be payable for anticipated profit on unperformed services.

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION.

1. The Consultant shall indemnify, defend, and hold harmless the District and its Board of Trustees, officers, employees, agents, and representatives (collectively, "Indemnatee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnatee ("Losses") arising out of the performance of services or Consultants other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from —

a. the negligent acts or omissions of the Consultant, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom the Consultant is responsible (collectively, "Indemnitor");

b. the breach by Indemnitor of any of the provisions of this Agreement; or,

c. willful misconduct by Indemnitor.

2. The indemnification obligations under this Article V shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of non-delegable duty, or the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitor. The obligation to defend shall arise regardless of any claim or assertion that Indemnitor caused or contributed to the Losses. Indemnitor's reasonable defense costs (including attorney and expert fees) incurred in providing a defense for Indemnitees shall be reimbursed by District except to the extent such defense costs arise, under principles of comparative fault, from Indemnitor's—

a. negligent acts or omissions;

b. breach of any of the provisions of this Agreement; or,

c. willful misconduct.

3. The Consultant shall indemnify, defend, and save harmless Indemnitor from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use by Indemnitor of any documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.

4. Nothing in this Agreement, including the provisions of this Article V shall constitute a waiver or limitation of any rights which Indemnitor may have under applicable law, including without limitation, the right to implied indemnity.

B. INSURANCE. The Consultant, at the Consultant's sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under paragraph V.B. shall not in any way limit the liability of the Consultant.

1. Either Comprehensive Form General Liability Insurance (Contractual, products, and completed operations coverages included) with a combined single limit of no less than

\$1,000,000 per occurrence, or Commercial-Form General Liability Insurance with coverage and minimum limits as follows:

Each Occurrence \$1,000,000
 Products Completed, Operations Aggregate \$1,000,000
 Personal and Advertising Injury \$1,000,000
 General Aggregate \$2,000,000

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1 million per incident.

3. Professional Liability Insurance, with limits of \$1,000,000 per claim and \$2,000,000 in the aggregate.

4. If the above insurance (subparagraphs V.B.1–V.B.3) is written on a claims-made basis, it shall be maintained continuously for a period of no less than three years after the date of final completion of the services authorized pursuant to each Exhibit A executed. The insurance shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation, coverage for professional services as called for in this Agreement. Insurance required by subparagraphs V.B.1–V.B.3 shall be—

a. issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's), or

b. guaranteed, under terms consented to by the District (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

5. Workers' Compensation as required and under the Workers' Compensation Insurance and Safety Act of the State of California, as amended from time to time.

6. The Consultant, upon the execution of this Agreement, shall furnish District with Certificate Of Insurance from a company with a Best rating of A- or better, and a financial classification of VIII or better, or a rating by Standard & Poor of AA or better, or a Moody's rating of AA or better, or as otherwise approved by District, evidencing compliance with this Article V, including the following requirements:

a. The Consultant shall have its insurance company provide the District with an acceptable form (Accord standard or equivalent) Certificate of Insurance and Endorsement.

b. Provide that coverage cannot be canceled without ten days advance written notice to the District.

c. If insurance policies are canceled for non-payment, the District reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against the Consultant.

d. The General Liability insurance and the Business Automobile Liability insurance policies shall —

i. Name the District, its Board of Trustees, and its officers, agents, employees, representatives, and representative's consultants as an Additional Insured; and,

ii. Be primary insurance as respects the District, its Board of Trustees, and its officers, agents, and employees. Any insurance or self-insurance maintained by the District shall be excess of and non-contributory with this insurance.

e. As respects Professional Liability, include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage, all insurance policies shall apply to the negligent acts, or omissions of the Consultant, its officers, agents, employees, and for the Consultant's legal responsibility for the negligent acts or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of the Consultant or the Consultant's subconsultants.

VI. STATUTORY REQUIREMENTS

A. **NONDISCRIMINATION.** In connection with the performance of the Consultant pursuant to this Agreement, the Consultant will not willfully discriminate against any employee or qualified applicant for employment because of race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by the District's policy). The Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by The District's policy). This equal treatment shall apply to, but shall not be limited to, the following: upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

B. PREVAILING WAGE RATES.

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.

2. The Consultant shall comply and shall ensure that all subcontractors or subconsultants comply with Section 1770, and the applicable sections that follow, including Section 1775 of the California Labor Code. References to "Covered Services" hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the California Department of Industrial Relations.

3. The California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at District's principal facility office and will be made available to any interested Party upon request. By this reference, such schedule is made part of this Agreement. The Consultant shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by the Consultant in the execution of the Covered Services hereunder. The Consultant shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors or subconsultants shall pay not less than the prevailing wage rates to all workers employed by such subcontractor or subconsultants in the execution of the Covered Services hereunder. The Consultant shall forfeit to the District, as a penalty, not more than \$50 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by the Consultant or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the Consultant's fee. The Consultant shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

C. PAYROLL RECORDS.

1. The Consultant and all subcontractors or subconsultants shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by the Consultant or subcontractors or subconsultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.

b. A certified copy of all payroll records shall be made available for inspection upon request to District, the California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Division of Industrial Relations.

c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the Consultant or subcontractors or subconsultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by District shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

2. The Consultant shall file a certified copy of the payroll records with the entity that requested the records within ten days after receipt of a written request. The Consultant shall inform the District of the location of such payroll records for the written authorization, including the street address, city, and county; and the Consultant shall, within five working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph or with California Labor Code Section 1776, the Consultant shall have ten days in which to comply following receipt of notice specifying in what respects the Consultant must comply. Should noncompliance still be evident after the ten-day period, the Consultant shall forfeit to the District, as a penalty, \$25 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Consultant fee.

D. APPRENTICES.

1. Only apprentices, as defined in the California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the California Labor Code, are eligible to be employed by the Consultant and subcontractors or subconsultants as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training.

2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.

3. When the Consultant or subcontractors or subconsultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, the Consultant or subcontractors or subconsultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code, for a certificate approving the Consultant or subcontractors or subconsultants under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeyworkers who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than one apprentice for each five journeyworkers, except as permitted by law. The Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratios of apprentices to journeyworkers fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

4. Apprenticeship craft or trade, as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

5. If the Consultant or subcontractors or subconsultants employ journeyworkers or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, the Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journeyworkers or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. The Consultant may include the amount of such contributions in computing its compensation under the Agreement; but if the Consultant fails to do so, it shall not be entitled to any additional compensation therefore from District.

6. In the event the Consultant willfully fails to comply with this Paragraph VI.D, it will be considered in violation of the requirements of the Agreement.

7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by the Consultant or subcontractors or subconsultants of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

E. WORK DAY. The Consultant shall not permit any worker providing Covered Services to labor more than eight hours during any one day or more than forty hours during any one calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. The Consultant shall forfeit to the District, as a penalty, \$25 for each worker employed in the execution of this Agreement by the Consultant, or any subcontractors or subconsultant, for each day during which such worker is required or permitted to work providing Covered Services more than eight hours in any one day and forty hours in any one calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. The Consultant and each subcontractor or subconsultant shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed under this Agreement, which record shall be kept open at all reasonable hours to the inspection of the District or its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

VII. NOTICES

A. DISTRICT. Any notice may be served upon the District by delivering it, in writing, to the District at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the District at the aforementioned address, or by sending a facsimile of it to the District facsimile number set forth on the last page of this Agreement.

B. CONSULTANT. Any notice may be served upon the Consultant by delivering it, in writing, to the Consultant at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the Consultant at this address, or by sending a facsimile of it to the Consultant facsimile number set forth on the last page of this Agreement.

VIII. AUTHORITY OF AGREEMENT

A. This Agreement represents the entire and integrated agreement between the District and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the District and the Consultant.

B. This Agreement also includes the following exhibits attached herewith:

Exhibit A: Cover Sheet and Consultant Proposal as Accepted by District

Exhibit B: Certificates of Insurance and Endorsements

IN WITNESS WHEREOF, the DISTRICT and the CONSULTANT have executed this Agreement.

Dougherty + Dougherty Architects, LLP.

Betsey Olenick Dougherty, FAIA, LEED AP
Principal-in-Charge

Address: 3194D Airport Loop
Costa Mesa, CA. 92626-3405

Telephone: 714-427-0277

Fax No.: 714-427-0288

Federal Tax ID #: _____

COAST COMMUNITY COLLEGE DISTRICT

Jerry Patterson
President, Board of Trustees
1370 Adams Avenue
Costa Mesa, CA 92626
Tel: (714) 438-4731
Fax: (714) 438-4689

Board Approval Date: December 14th, 2011

EXHIBIT 'A' – CONSULTANT'S PROPOSAL

(As Reviewed, Amended, and Accepted by District)

Coast Community College District Purchase Order # _____

Project # _____

Project: Orange Coast College Recycling Center Feasibility Study

Scope of Services: Per attached proposal Fee: \$30,000.00

All Consultant correspondence shall be addressed to:

Coast Community College District
Attn: District Facilities and Planning
1370 Adams Avenue
Costa Mesa, CA 92626

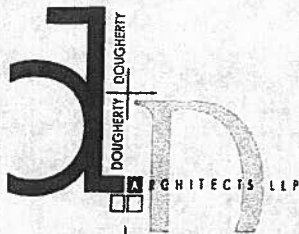
Authorization to Perform Professional Services

Consultant: Dougherty + Dougherty Architects, LLP.
Street Address: 3194D Airport Loop
City/State/Zip: Costa Mesa, CA. 92626-3405
Attention: Betsey Olenick Dougherty, FAIA, LEED AP
Principal-in-Charge

In accordance with the terms of this Professional Services Agreement, Consultant is hereby authorized to provide the professional services set forth in the Proposal attached to this Exhibit "A" cover sheet upon the issuance of an approved purchase order by District.

----- ATTACH CONSULTANT'S ACCEPTED PROPOSAL -----

EXHIBIT 'B'
CONSULTANT'S CERTIFICATES OF INSURANCE AND ENDORSEMENTS



ARCHITECTURE
PLANNING
INTERIORS

3194D

Airport Loop
Costa Mesa
California
92626-3405

714.427.0277 ■

714.427.0288 ■

WWW.DDARCHITECTURE.COM

October 25, 2011

Mr. Richard Pagel
Vice President Administrative Services
Orange Coast College
2701 Fairview Road
P.O. Box 5005
Costa Mesa, California 92628-5005

Re: Orange Coast College Recycling Center Improvements RFQ 002-11
Feasibility Study Fee Proposal
D + D Project Number 21117.00 A.3

Dear Rich:

It is a pleasure to provide you with this letter of proposal for the professional fee to provide Orange Coast College with a Feasibility Study for the Recycling Center Improvements. Based upon the information provided to us at the second interview, we understand that there will be a relocation to the approximately three acre property on Adams at the northwest corner of the campus.

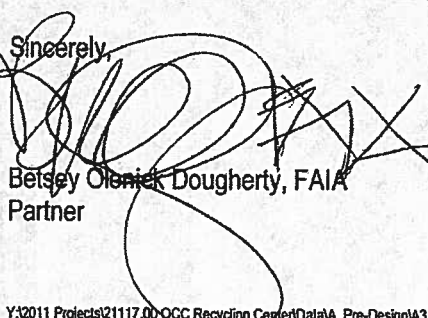
It is anticipated that the study will entail: research into the features of and utilities to the subject property; interviews with staff, students, faculty and community members; investigation into departmental curriculums that will be integrated into the program; establishment of an initial and long range plan for development; the identification of project components and their related costs; attendance and facilitation at meetings and presentations as required; the development of related graphics; and, publication of a hardcopy and electronic edition of the Feasibility Study for the purposes of education, planning, design and funding.

It is agreed that we will provide these services for a fixed fee of \$30,000. This fee will include my personal unlimited time and attendance to support this effort, as well as the unlimited involvement of Megan Dougherty, AIA Associate, LEED Green Associate, as our Sustainability Coordinator. It is assumed that hardcopy communications will be limited, and that the primary production will be electronic with extensive use of PowerPoint. A reasonable amount of hardcopy reproduction is anticipated and is a part of the fee. If extensive hardcopy publication is desired, we can discuss how the costs will be distributed, as it is possible that OCC or CCCD has the capability for publication. There are no other reimbursable expenses anticipated. All documentation will be the property of Orange Coast College and the Coast Community College District.

Thank you for your confidence in our abilities to serve with you as your collaborative partner on this very exciting project. We are prepared to begin immediately upon your authorization.

COSTA MESA
OAKLAND

Sincerely,


Betsey Olenick Dougherty, FAIA
Partner



Coast Community College District

ORANGE COAST COLLEGE RECYCLING CENTER IMPROVEMENTS

REQUEST FOR QUALIFICATIONS
RFQ NO. 002-11

DATE: MARCH 31, 2011
TIME: 5:00PM

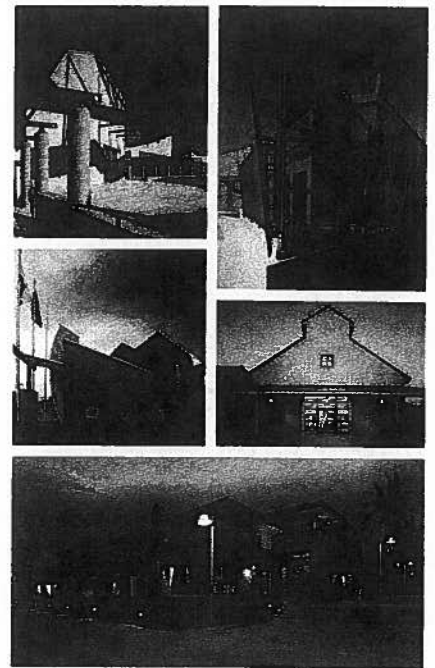


DOUGHERTY+DOUGHERTY

1. Letter of Introduction
2. Firm Information
3. Project Team Qualifications
4. Firm Resources

TABLE OF CONTENTS

Architecture is the creative integration of art and technology. As Architects, we transcend the role of problem solvers to become opportunity makers. Every new challenge is met with passion and vision. A successful Architect/Client/Community alliance results in imaginative, innovative, and sustainable solutions.



March 31, 2011

Mr. Jerry Marchbank
Facilities and Planning Department
Coast Community College District
1370 Adams Ave.
Coast Mesa, CA 92626

**Re: Request for Qualifications
RFQ No. 002-11
Orange Coast College Recycling Center Improvements**

Dear Mr. Marchbank:

It is a privilege to provide our qualifications for architectural services to the Coast Community College District for the Orange Coast College Recycling Center Improvements project. Dougherty + Dougherty Architects LLP, an award-winning, thirty-two year old woman-owned firm, brings the capability and experience to provide you with responsive and successful projects that exceed your expectations with regard to sustainability and design. We look forward to continuing a supportive relationship with the Coast Community College District to bring your project to fruition.

Partners Betsey Olenick Dougherty, FAIA, LEED AP and Brian Paul Dougherty, FAIA, LEED AP have worked continuously with public education clients throughout California to provide exceptional design services and realize award winning solutions. Ms. Dougherty serves on the Advisory Committee of Orange Coast College in the Architecture Technology Program. Additionally, the firm participates in OCC's internship program and currently has an OCC Technology intern on our staff.

Currently, Dougherty + Dougherty is working on the Orange Coast College campus, performing a range of modernization projects for the Math and Business Departments. Other current projects include the South Orange County Community College District New Life Sciences Building at Irvine Valley College, which is LEED Gold certified, as well as the recently awarded \$35 million New Sciences Building project at Saddleback College.

Betsey Olenick Dougherty, FAIA, LEED AP is authorized to execute legal documents on behalf of Dougherty + Dougherty and will be leading the Architectural/Engineering Services and Construction Administration team. She will be personally involved in projects for Orange Coast College from inception through completion. The information contained herein will demonstrate how we will offer you the following advantages:

- **A long history of successful projects with Southern California community colleges and university facilities, and specifically with Orange Coast College;**
- **Creative award-winning and energy-efficient sustainable designs, including LEED certified, CHPS and Savings by Design projects, consistent with the goals of the recycling center;**
- **Personal attention and active participation of the Principal-in-Charge in the design review process;**
- **Quality of technical expertise, coordination and quality control through BIM technology and Integrated Project Delivery; and**
- **Commitment to the delivery of quality service and responsiveness as collaborative partners with the Coast Community College District.**

Thank you for your thoughtful consideration of our qualifications. We are available to provide you with additional information as desired. We look forward to the opportunity to continuing a successful partnership with Orange Coast College in the completion of your proposed future projects.

Sincerely,

Betsey Olenick Dougherty, FAIA, LEED AP
Principal-in-Charge, C-9825

DOUGHERTY + DOUGHERTY ARCHITECTS, LLP specializes in the design of innovative environments for educational and institutional clients throughout California. The firm is distinguished from others by a commitment to Partner involvement in all projects and dedication to the implementation of advanced tools for design and document preparation including the use of BIM technology on all projects.

LITIGATION

In our more than three decades, Dougherty + Dougherty Architects LLP has never been in litigation, been terminated for default, or had civil judgments or criminal convictions for false claims on any project. We work diligently to develop a quality set of documents, to communicate effectively, and to work on our Client's behalf to resolve issues raised during construction in order to avoid legal action. We emphasize personal services, and take responsibility for comprehensive, quality, responsive professional services.

TEAM MEMBER EXPERIENCE

Partners Betsey Olenick Dougherty, FAIA, LEED AP and Brian Paul Dougherty, FAIA, LEED AP provide hands-on project leadership and design. Betsey is currently working with Orange Coast College on the refurbishment of six classroom buildings and lecture halls 40 and 41. Dougherty + Dougherty has worked with the proposed consultant team on several projects: KNA Consulting Engineers, our team's structural consultant, has worked with us on the Entomology Laboratory at University of California, Riverside, the Gymnasim and Classroom Buildings at Palos Verdes Peninsula High School, the Hermosa Valley School Gymnasium, Library and Classroom Building Addition at Hermosa Beach Unified School District; NUVIS Landscape Architects, has worked with Dougherty + Dougherty on more than 60 projects, including the Irvine Valley College Sciences Building, La Mirada High School Science Classroom Building, and Norwalk-La Mirada Unified School District; Design West, our MEP Consultant, has recently provided services for the Lawndale Elementary School District William Anderson Classroom Addition, and the Orange Coast College Classroom Refurbishment project.

TYPE OF ORGANIZATION

The firm is a Limited Liability Partnership.

LICENSED BUSINESS

We hereby certify that Dougherty + Dougherty Architects, LLP is legally licensed to conduct business in the State of California for services offered.

YEARS IN BUSINESS

Founded in 1979, the firm has been successfully in business for 32 Years.

LOCATION

3194 D Airport Loop
Costa Mesa, CA 92626

REFERENCES

Ms. Brandye D'Lena, Director of
Facilities Planning & Purchasing South
28000 Marguerite Parkway
Mission Viejo, CA 92692
T. 949.582.4678

Mr. Greg Dymont, Director of the
Arboretum
800 North State College Boulevard
Fullerton, CA 92834
T. 714.278.3250

Mr. Cornell Williams, Construction Manager
Measure "K" Facilities Department
416 Edgewood Street
Inglewood, CA 90302
T. 310.686.7315



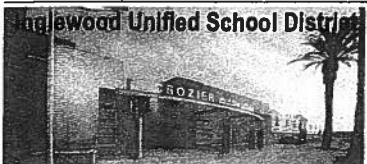
**South Orange County Community
College District**

**Irvine Valley College Life Sciences Building,
Saddleback College New Sciences Building**



**California State University,
Fullerton**

**The Fullerton Arboretum: New Facilities and
Master Plan, Expansion of Athletic Facilities,
Student Housing Master Plan**



Inglewood Unified School District

**La Tijera New K-8 School, Crozier Middle School,
Crozier Middle School Building F Theater
Renovation and Expansion, Warren Lane Middle
School Conversions, Additions, and Modernizations,
Monroe Middle School Gymnasium Addition**



FIRM
I N F O R M A T I O N

2

BETSEY OLENICK DOUGHERTY, FAIA, LEED AP PRINCIPAL-IN-CHARGE
DOUGHERTY + DOUGHERTY ARCHITECTS LLP (WBE)

Betsey Olenick Dougherty, FAIA, LEED AP is the founding partner of Dougherty + Dougherty in Costa Mesa, California. Ms. Dougherty established the firm in 1979, and began a career emphasizing design excellence and sustainability for educational facilities. She has been actively involved in the American Institute of Architects since 1976. Ms. Dougherty served as local chapter president in 1984, California Council President in 1988, National Director from 1989 to 1991, and National Secretary from 1993 to 1994. She has recently completed her tenure as Chancellor of the National AIA College of Fellows. Ms. Dougherty dedicates a significant amount of her time to community activities. She has been a member of the City of Newport Beach Specific Area Plan Committee, a member of the Newport-Mesa Unified School District Career Educational Advisory Committee, and a member of the Orange County Department of Education "Together Industry and Education" program.

Project Experience

- Classroom and Lecture Hall Refurbishments, Orange Coast College
- Buildings 71 & 80 Refurbishment - Social Science & Literary Language, Orange Coast College
- Life Science Building at Irvine Valley College, South Orange County Community College District
- Music Building Addition and Workforce Training Center, Mt. San Antonio College
- Campus Master Plan, Library/Learning Resource Center, Collaborative Studies Building, and Administration Expansion, Los Angeles Mission College
- Extended Education Building, California State Dominguez Hills
- Fullerton Arboretum, California State University Fullerton
- Johnny Lyle Center for Regenerative Studies, California Polytechnic University, Pomona

JOE LOBASSO, AIA PROJECT MANAGER
DOUGHERTY + DOUGHERTY ARCHITECTS LLP (WBE)

Firm Associate Joe LoBasso, AIA will be the Project Manager assigned to your project. His responsibilities will include supervising the work of design and technical drafting staff and coordinating the work of consulting engineers. His previous firm experience includes nine years with Thomas Blurock Architects where he was a Senior Project Manager focused on educational facilities, and two years at Bauer and Wiley Architects as a project director on institutional projects. Mr. LoBasso's responsibilities include organizing standards with the County, implementation throughout design development and construction documents, coordinating the work of consulting engineers, and following through with construction administration and maintaining on-going client communication.

Project Experience

- Phelps Hall, University of California, Santa Barbara
- RIMAC Annex, University of California, San Diego
- UCLA Aquatic Center, University of California, Los Angeles
- La Tijera K-8 School, Inglewood Unified School District
- Monroe Middle School Gymnasium, Inglewood Unified School District
- Crozier Middle School Building F, Inglewood Unified School District
- Modernizations & Additions at Five Elementary and Middle School Campuses, Pasadena Unified School District
- Beverly Hills High School Central Plant and Modernization, Beverly Hills Unified School District

3194 D Airport Loop, Costa Mesa, CA
betseyd@ddarchitecture.com

T. 714.427.0277
F. 714.427.0288

Education

B.A. Architecture
University of California, Berkeley
M. Arch
University of California, Berkeley

Registrations

Registered Architect:
License No.: California 9825
Expiration: 10/31/2011

Accreditation:

LEED Accredited Professional,
U.S. Green Building Council

3194 D Airport Loop, Costa Mesa, CA
joel@ddarchitecture.com

T. 714.427.0277
F. 714.427.0288

Education

B.S., Architecture,
California State Polytechnic University
M.B.A.
California State University Long Beach

Registrations

Registered Architect:
License No.: California 17652
Expiration: 8/31/2011

Professional Society:

AIA Orange County Member



PROJECT TEAM
QUALIFICATIONS

3

ASHOK PATEL MRICS COST ESTIMATOR
CUMMING CLARKE (DVBE)

Ashok Patel has more than 25 years of experience in the construction industry. He is experienced in all aspects of the civil, structural, and architectural disciplines. Mr. Patel's responsibilities include all phases of estimates, quality control/quality assurance (QA/QC), and value engineering. He is involved with projects from the master plan stage through occupancy. Mr. Patel is familiar with all the requirements of the Office of Public School Construction (OPSC), California Department of Education (CDE), and Division of the State Architect (DSA), as they pertain to cost estimating. He has been extremely responsive and highly accurate in his previous service to Dougherty + Dougherty clientele.

Project Experience

- Campus Renovations, Brooks College
- Humanities Building Remodel, Cypress College
- Advanced Technology Building Remodel, De Anza College
- Price Center Expansion and Renovation, University of California, San Diego
- South Campus Parking Structure, Pomona College

PERRY CARDOZA, ASLA LANDSCAPE ARCHITECT
NUVIS (MBE)

Mr. Cardoza has over twenty years of experience in community planning, research development, and urban design with NUVIS. Mr. Cardoza's strength is his ideology of landscape architecture as the collaboration and harmonious synthesis of diverse disciplines addressing responsible solutions. Mr. Cardoza began his full-time affiliation with the firm in 1986. He took a three-year international design sabbatical in Japan with two different firms during the early 1990's. Mr. Cardoza has worked on multiple educational/park facilities projects with D+D, and will be personally involved in project delivery.

Project Experience

- Life Science Building, Irvine Valley College, South Orange County Community College District
- Administration Building, Coast Community College District
- Juanita Tate Elementary School, Los Angeles Unified School District
- South Region 7 Elementary School No. 10, Los Angeles Unified School District
- Hesperia Civic Green, City of Hesperia

MATTHEW KIRK, PE CIVIL ENGINEER
MK ENGINEERING GROUP

Matthew Kirk, PE is president of the award-winning civil engineering firm MK Engineering Group. He brings twenty seven years of experience in planning, design, construction and project management of: grading, sewer, water, storm drains, street/highway improvements, and theme park facilities to the team. Mr. Kirk's construction industry experience includes: data collection, surveying, and civil design with expertise in construction survey, base mapping, construction phasing and management. Over the last 12 years as a principal of IKE Consulting Engineers, Mr. Kirk was responsible for over 60 different projects within the Disneyland Resort.

Project Experience

- Olive Street Parking Structure, Los Angeles Trade Technical College
- Bundy Campus, Santa Monica College
- Lincoln and Edmunds Science Precinct, Pomona College
- Museum of Flying, Santa Monica Airport

25 Enterprise, Ste. 590, Aliso Viejo, CA 92656

apatel@ccorpusa.com

T. 949.900.0440

F. 949.900.0450

Education

B.S. Quantity Surveying

Greenwich University, London, UK

3151 Airway Ave, J3, Costa Mesa, CA 92626

pcardoza@nuvis.net

T. 714.754.7311

F. 714.754.7346

Education

B.S. Landscape Architecture

California State Polytechnic University,
Pomona

Registrations

Registered Landscape Architect:

License No.: California 3943

Expiration: 12/31/11

3621 S. Harbor Blvd., Ste. 100

Santa Ana, CA 92704

mkirk@mkenggroup.com

T. 714.665.4500

F. 714.665.4501

Education

B.S., Civil Engineering

California State University, Long Beach

Registrations

Registered Engineer:

License No.: California, Civil, 51619

Expiration: 6/30/12



DAVID NELSON, SE STRUCTURAL ENGINEER
KNA CONSULTING ENGINEERS, INC.

Mr. Nelson is a co-founding principal of KNA Consulting Engineers. His experience in the structural design of buildings of all types spans over 33 years. His expertise includes the design and construction administration for buildings of all types with special emphasis on public schools, colleges and similar institutional facilities. He has been the responsible Engineer of Record for over 120 public school projects including K-12, community college, college and university. Mr. Nelson will be personally responsible for the delivery of structural engineering services.

Project Experience

- Fine Arts Complex, Saddleback College
- Village I Renovations, Saddleback College
- Technology Center, Fullerton College
- Administration Building, Citrus College
- Maintenance & Operation Facility, City of Irvine

STEVEN JOHNSON, P.E. MECHANICAL/PLUMBING ENGINEER
DESIGN WEST ENGINEERING (SBE)

Mr. Johnson has overseen a variety of projects for Design West, from detailed green building design to client requests for energy savings calculations. Designs to date include managing the energy modernization work for Saddleback Community College, Riverside County, City of Riverside, and West Covina Unified School District energy retrofit. Energetic and resourceful, he brings to his job an unparalleled knowledge of the industry and complete dedication to his clients. Mr. Johnson's grasp of mechanical systems along with the ability to solve complex, unique challenges makes him ideal for managing the Mechanical Department.

Project Experience

- Central Plant, Cogeneration, and Campus Repipe, Saddleback Community College
- Energy Master Plan, Saddleback Community College
- Corporate Yard, City of Costa Mesa
- Signal Hill Materials Recovery and Transfer Facility, City of Long Beach
- Public Works Department Remodel, City of Hermosa Beach

LEO MAYA, PE ELECTRICAL ENGINEER
DESIGN WEST ENGINEERING (SBE)

With over 10 years of electrical design experience prior to joining Design West in 2005, Leo worked on a wide array of projects including large commercial and industrial buildings, institutional facilities, sports field lighting, street and area lighting, golf course electrical systems, and various dry utility designs. His dedication to maintaining long-term client relationships and diverse electrical background have made him the natural selection to head our Electrical Department in 2009. Leo's continuing education in the field of the electrical engineering and lighting design, along with his board position for the Illuminating Engineers Society of North America, keep him up to date with the latest lighting and energy efficient technologies.

Project Experience

- CVT Recycling and Transfer Center, City of Anaheim
- CR & R Waste Service and Material Recovery, City of Perris
- Advanced and Technology Education Park, South Orange County Community College District
- Sports Field Lighting, California Baptist University

9931 Muirlands Blvd., Irvine, CA 92618
dnelson@knaconsulting.com

T. 949.462.3200
F. 949.462.3201

Education

B.S. in Civil Engineering,
California State Polytechnic University,
Pomona

Registrations

Registered Structural and Civil Engineer:
License No.: California, S30712, C2553
Expiration: 3/30/12

275 W. Hospitality Ln., Ste. 100
San Bernardino, CA 92408

sjohnson@designwesteng.com
T. 909.890.3700
F. 909.890.3770

Education

B.S. in Mechanical Engineering,
University of California San Diego

Registrations

Registered Mechanical Engineer
License No.: California 33209
Expiration: 9/30/11

275 W. Hospitality Ln., Ste. 100
San Bernardino, CA 92408

lmaya@designwesteng.com
T. 909.890.3700
F. 909.890.3770

Education

B.S. in Electrical Engineering,
California State Polytechnic University,
Pomona

Registrations

Registered Electrical Engineer:
License No.: California, E19480
Expiration: 6/30/11



DOUGHERTY + DOUGHERTY ARCHITECTS, LLP, brings more than thirty years of experience with meeting project deadlines, developing project schedules, sustainable design practices, public agency interaction, and a comprehensive understanding of all aspects of educational facility design to the Coast Community College District. Projects are responsive to District needs, and completed thoroughly and successfully through the dedication of our team.

Schedule is an integral element in the creation of a successful project. Funding deadlines, District approved meeting dates, the commencement of the school term, the transition between semesters and community events all factor into the need for delivering the project on schedule and in harmony with surrounding activities. The nature of the project also requires community access and vehicular safety to be maintained throughout the construction process. It is assumed that construction phasing will allow uninterrupted operations for continuous community access.

Part of managing this process is the identification of adequate contingencies to address elements outside the control of the District and the AE team. Included in this is the review and approval of the plans by the City of Costa Mesa Public Works and other public agencies. Dougherty + Dougherty takes a proactive role in partnering with these reviewing agencies to ensure that approvals occur smoothly and within the shortest possible time frame.

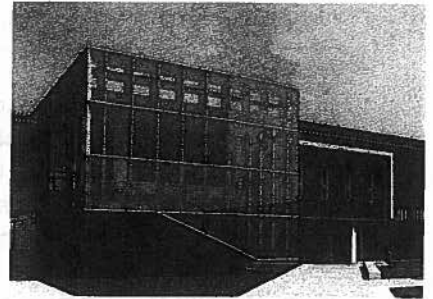
A "master schedule" will be developed for the overall project to identify tasks, and to define the process that best works for the Orange Coast Community College District. Phasing must be considered to avoid interruptions in service. Regular meetings will be scheduled to maintain momentum and stay on task. Coast Community College District meetings will be scheduled within the greater master schedule, with target dates identified for specified deliverables to be presented for review, comment, response and approval. Scope and time will be monitored on a regular basis, and the project schedule will be reviewed and updated at the conclusion of each deliverable task. During construction, the contractor will be required to provide an overall Critical Path Method schedule, as well as a short interval schedule that will be reviewed at every job meeting to monitor progress and ensure that phased construction is on track.

SIMILAR PROJECT EXPERIENCE

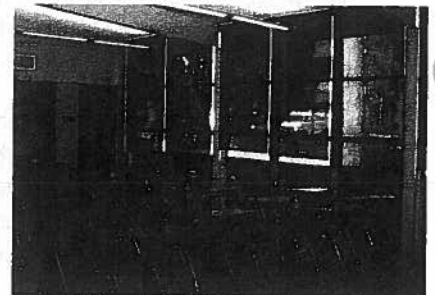
The firm has significant experience with the modernization of Community College District sites, including modernization projects with the Coast Community College District, Mt. San Antonio Community College District and the Los Angeles Community College District. We also bring significant expertise with regard to site planning as it relates to circulation, parking, drop off and materials management.

Orange Coast College Modernizations of Buildings 71 and 89 included the refurbishing of all interiors, the upgrade of all technology and AV systems, lighting and forced air systems improvements, and ADA compliant alterations. This was accomplished on a fast track to

4.a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in comprehensive and thorough manner with an aggressive schedule in order to meet a client's goal.



Currently at DSA, October 2010
Irvine Valley College Life Sciences Building



Orange Coast College,
Modernizations of Buildings 71 & 89

4.b. Explain the firm's design capabilities as they relate to:

1. Experience with classroom modernization projects of similar size and scope.



complete construction for the beginning of the academic year, and the deadline was met. The firm has modernized a variety of building types for over 200 Southern California public clients.

Your new/modernized Recycling Center will require careful site planning to address the following issues: traffic congestion, flow of operations, accessibility for trucks, water run-off, noise, odor, health and safety, working conditions and scavengers. Dougherty + Dougherty has completed a number of projects with logistical challenges. This is a prominent issue on college campuses. The La Tijera Middle School, currently being constructed, includes multiple drop off areas and an area for overflow waiting to keep the major public streets in the community free of congestion. Siting options under consideration will enable a substantial increase in the amount of space provided for public interaction and parking.

Beyond addressing the logistical concerns, we believe that the design solution should provide a model for "sustainability in action"; become a living example of more sustainable lifestyles. Our proposed team brings extensive experience on projects where we have developed solutions to many of these issues. One of Dougherty + Dougherty's key values is sustainability. Recycling is just one element of the "reduce, re-use, recycle" manifesto. Your integration of solar panels, for example, provides a physical example of reducing electrical usage. By demonstrating how materials are being re-used and how people are reducing their consumption of resources in their daily lives, the Recycling Center can be as much about public education and enhancing the environment in totality as it is a place for people to dispose recyclable waste.

FLEXIBILITY

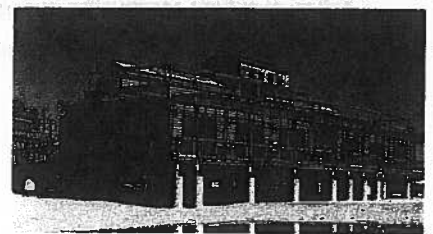
Flexibility is the key to creating a facility that is a lasting asset. Infrastructure flexibility can be achieved by carefully placing the systems that evolve and need to be replaced frequently in locations that are easily accessible and facilitate this type of change. Effective space utilization and providing space for the facility to grow over time, requires flexibility of purpose. The nature of recyclable waste is expanding as we discover new ways to re-use various materials. For example, your existing facility has started an e-waste program which requires handling that is different from how cans, bottles and paper are processed. In the future, as more and more materials with recyclable content are developed, the Center will need to avoid cross contamination while integrating the collection and processing of new materials.

TYPICAL WORK PLAN AND AVAILABLE STAFFING

The itemization on the last page details a Typical Work Plan for the Coast Community College District Orange Coast College Recycling Center Improvements Project. In advance of responding to this Request for Qualifications, we have examined our projected workload and have determined that this contract will be a good fit within our future projections and we hereby verify that adequate resources are available for your project.



*Mt. San Antonio Community College, LACCD
Music Building*



*California State Polytechnic University, Pomona
Center for Regenerative Studies*

4.b.2. Integration of flexibility and future technology into the design.

4.b.3. Work plan with the current workload and available staffing.

CAD Capability and Software

Dougherty + Dougherty is committed to staying abreast of technological trends in order to continue delivering high quality documents to each client in the most efficient manner possible. The firm utilizes Building Information Modeling (BIM) software to aid the design process and the preparation of a coordinated and integrated set of design and construction documents. Consultant coordination is facilitated through a secure FTP site. Specifications are generated in-house utilizing Master Spec and Spec Link software, integrated with the BIM model. The firm will provide the District with Revit electronic files converted to AutoCAD and PDFs.

Cost Estimate History

Effective estimating and cost control are dependent upon a detailed understanding of the work and the constant validation of assumptions made about the budgets and scope of work as the project progresses. The initial estimates prepared as a part of this contract will consider the nature of current construction experience, with acceleration factors as a consideration. The following projects have been bid recently:

PROJECT NAME	BUDGET	ESTIMATE	BID
Ventura High School Field House, Ventura Unified School District	\$2.3 million	\$2.3 million	\$2.3 million
Palos Verdes Peninsula High School New Gymnasium/Music Building, Palos Verdes Peninsula Unified School District	\$7.4 million	\$6 million	\$5.7 million
Juanita Tate Elementary School, Los Angeles Unified School District	\$35 million	\$35 million	\$27.4 million

Quality Control and Code Compliance

The firm is involved in the application of Federal programs of Total Quality Management, Partnering, and Best Practices to the building industry. This expands traditional views of quality control to become industry-wide goals from business management to consultant document coordination.

Information Organization Systems

Dougherty + Dougherty works closely with each owner to obtain programming and background information to proceed with the work, including detailed engineered building systems requirements. Consultants join in integrating owner provided archival information and to field verify existing conditions. The architectural REVIT BIM Model is developed during conceptual design, and is provided as a basis for structural, mechanical/plumbing and electrical interface. This tool coordinates the work of every team member into one comprehensive document.

Frequency of Team Meetings

Initially, the Architect meets directly with the District staff prior to the participation of consultants. Consultants attend District meetings at the beginning of the project, and

4.c. Explain the firm's technical capabilities in the following areas:

1. CAD capability and software proposed to be used to produce the deliverables for the project; and the ability to provide the District with electronic CAD files.

4.c.2 Cost estimate history, comparing cost estimates versus actual bid amount.

4.c.3. Quality control/assurance procedures, including coordination of design disciplines, complying with program requirements and conformance with Federal/State/Local applicable code requirements.



California State University, Fullerton
Arboretum



subsequent meetings to address consultant related issues. In-house A/E team meetings occur at each phase of work. Meeting minutes with action lists are part of effective communications and quality assurance.

Tracking Method for Plancheck Review Comment Incorporation

Review comments are typically provided by in-house review, by regulatory plan reviewers, and by Owner or third-party quality control/biddability/constructability plancheck consultants. Dougherty + Dougherty conducts a simultaneous in-house quality control review using Redi-Check methods while plans are in plancheck and being reviewed by third party reviewers.

Code Requirements

Dougherty + Dougherty stays up to date on federal/state/local code requirements and is actively utilizing the 2011 IBC with California Amendments. We are also currently integrating the new California Green Building Code.

Experience with Local Agencies

The firm maintains working relationships with State and Local agencies involved in the review and approval of Coast Community College District projects. We frequently work with municipal local planning, fire, public works and utility agencies to coordinate the work and to pursue any necessary approvals required. We have a long history of successful projects in Costa Mesa and understand the issues relating to regulation. The coordination effort begins in the planning phase and continues through the construction process to assure timely orchestration of code compliance, public works and utility issues. Of a critical nature is the coordination of site plans for local Fire Department access. Coordination with local utility companies regarding site service issues is vital. City Public Works Departments will be concerned with storm water retention, driveway locations, and roadway/drop-off improvements. Throughout the life of the firm, we have worked closely with the Division of the State Architect (DSA) to achieve a better approval environment. This includes the Office of the State Fire Marshall, Access Compliance and Structural Safety. We show respect for their time by notifying them in advance of submittals and assuring them that documents are complete for review, resulting in a successful review of each project and efficient back-checking.

4.c.4. Experience working with State/ Local agencies, including Division of State Architect, City Public Works and Fire Departments.

Relevant Project Experience

Dougherty + Dougherty contributes an extensive history of modernization projects with California Community Colleges, State Colleges and Universities, and in the preparation of planning, design and construction documents. Our existing relationship with the California State Chancellor's Office will ensure a project that makes the most of available funding opportunities. Upper Division clients include: Orange Coast College, Cost Community College District; Irvine Valley College and Saddleback College, South Orange County Community College District; Mt. San Antonio Community College, Los Angeles Mission College, and Los Angeles Community College District; three California State campuses and two University of California campuses Additional modernization experience includes work at over 200 K-12 School Districts throughout the State. A complete list of projects is available upon request.

4.c.5.

- a. Experience working with upper division educational facility design including modernizations.
- b. Additional educational modernization experience.



Jamison E. Power

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Education

University of California, Los Angeles (UCLA) School of Law
Juris Doctor

08/05 – 05/08

Activities: Writing Advisor/Teaching Assistant for First Year Legal Reasoning and Writing Class
UCLA School of Law Admissions Committee, Student Member
UCLA Law Fellows Program Mentor & Lead Academy Scholar

University of California, Irvine
B.A., *summa cum laude*, Political Science

09/01 - 06/03

Awards: Phi Beta Kappa Honor Society
2003 & 2002 Sigma Nu Fraternity Scholar of the Year

Fullerton College
A.A., History

09/98 - 05/01

Work Experience

Hewitt Wolensky LLP, Newport Beach, CA
Attorney

09/09 –Present

- Advise and assist Fortune 500 and Fortune 100 companies regarding compliance with federal and state regulations including the Consumer Products Safety Improvement Act (CPSIA) and Proposition 65
- Comprehensive civil litigation practice including extensive experience with drafting and responding to pleadings and discovery, state and federal motion practice, and taking and defending depositions
- Two time recipient of the State Bar of California's Wiley M. Manual award for pro bono services for assisting victims of crime in applying for U-Visa relief

Snell & Wilmer, L.L.P., Costa Mesa, CA
Attorney

09/08 – 09/09

- Began as a summer associate and was offered permanent position upon passing the California Bar Exam

Justice Steven Z. Perren, California Court of Appeal, Ventura, CA
Judicial Extern

05/06 - 08/06

- Briefed civil and criminal writs and prepared memorandums for all four justices of the court
- Drafted opinion of the court in a criminal appeal

Office of Assembly Member Rudy Bermudez, Sacramento, CA
Legislative Aide / Press Secretary

10/03 - 07/05

- Staffed the Assembly Committee on Governmental Organization and the Assembly Select Committee on Prison Construction and Operations
- Drafted all press releases, speeches, and editorials & planned and executed 5 press conferences
- Proposed two pieces of legislation, one of which was signed into law by Gov. Arnold Schwarzenegger

Community Involvement

Board Member, City of Orange Public Library Foundation

Personal

Avid poker player, love to travel (I have been to Vietnam, Japan, Thailand, Hong Kong, Costa Rica, Italy, and Australia), parishioner at Sts. Simon & Jude Catholic Church in Huntington Beach, married to My Lan Dang Power

TRANSFER CENTER PLAN

(2011-12)

Jerry B. Castillo/Transfer Center Director/Articulation Officer/Counselor
Thao Tran/Transfer Center Coordinator



15744 Golden West Street
Huntington Beach, CA 92647
(714) 895-8794

(2011-2012)

GOAL I: Increase the number of Golden West College Students eligible for admission to four-year university (transfer-ready).

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON(S)	TIME FRAME
Provide students with a variety of Transfer Center services/activities.	University Transfer Day Fair: Provide students with information from 41 university representatives on campus.	Transfer Center Coordinator	October
	SCHEC Fair : Provide students with information from the local universities.		March
	University Transfer Tours: Provide students the opportunity to gain first hand knowledge of a university campus. Coordinated with OCC. Tours to: CSUDH, CSUF, CSULB, SDSU, UCI, UCLA, UCR, UCSD & USC.		Fall: September - November Spring: February - May
	Transfer Workshops: To give students' detailed information about programs and answer all questions they might have about preparing to transfer. Provided workshops in areas such as: <ul style="list-style-type: none"> • CSU/UC Application & How to Transfer to the CSU/UC/ How to Transfer to UCLA • UC Transfer Admission Guarantee (TAG) • CSULB Transfer Information Session 		Fall: October – November Spring: February - April
University Table Visits Work with different university reps to arrange their outreach visits at GWC		Transfer Center Coordinator	On-going

GOAL I (cont.): Increase the number of Golden West College Students eligible for admission to four-year university (transfer-ready).

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON(S)	TIME FRAME
Provide potential transfer students with appropriate academic planning.	Counselor Appointments: Counselor is available to counsel students in the Transfer Center. Mainly for certification evaluations for students referred by Counselors.	Counselor	Fall/Spring
	Counselor is available to counsel Spanish Speaking students. Mainly for ESL students.		
	Counselor Walk-in & Drop-in: Provide Counseling at Transfer Center and Counseling Center.		
	Provide college group orientations (Matriculation):		
	Transfer Center Walk-in Information: Transfer Center staff is available to provide transfer information to students, including college catalogs, GWC transfer option plans, brochures and handouts provided by the receiving institutions.	Transfer Center Coordinator	On-going
	Transfer Applications: Assist students with filling out the on-line transfer application to CSU, UC, and private university.		During Application Periods
	University Representative Appointments: Individual appointments are available for students to meet with representatives from the CSU, UC, and Private Institutions before transferring.	University Representatives Transfer Center Coordinator	Fall/Spring
Transfer Mondays Every Mondays in October and November, students can walk-in with their transcript/s to get evaluated for transferring		Counselor Transfer Center Coordinator	October and November

GOAL II (cont.): Improve the identification, retention, and preparation for potential transfer students.

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON (S)	TIME FRAME
Provide a resource library of college and university catalogs.	In-state/out-of-state college & university catalogs library.	Transfer Center Coordinator	On-going
Have available in the Transfer Center transfers related information (publications/materials) used by students and counselors.	College Source Online (over 4000 college catalogs online). University general education requirements, articulation and transfer agreements on file: (CSU GE-Breath, IGETC and Major Sheets: Over 50 transfer-by-majors are articulated with the CSU, UC, and Private Institutions).		
Provide the necessary resources to equip students, faculty, and staff with current information necessary for the transfer transition.	Selection of reference books and materials: (e.g., Medical Schools, Law Schools, Studying Abroad, Scholarships, etc.,)		On-going
Improve and strengthen the communication channels with potential transfer students.	Through mass emails & mails, provide the majority of the students, staff, and faculty with a variety of transfer related information/events. (Letters/flyers/postcards/Newsletters)		
	Transfer Center Webpage		
UC Transfer Admission Guarantee Program (TAG)	Administrator for TAG. Counselor is liaison to the UCs and meets with students to review applications for UCSC & UCD. Reviews and submits applications. Other Counselors are encouraged to assist.	Counselor Transfer Center Director	September
	UC Transfer Admission Guarantee (TAG) workshop, provide students information on each of the UC transfer admission requirements, application, and deadline	Counselor Transfer Center Coordinator	Summer/Fall/ Spring
	TAG walk-in evaluation and on-line application assistance		September

GOAL II (cont.): Improve the identification, retention, and preparation for potential transfer students.

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON (S)	TIME FRAME
Lower Division Transfer Patterns (LDTP) Program	Provide information to students, staff, and faculty when it becomes available. Courses are still being articulated. (Program is onhold)	Transfer Coordinator Articulation Officer	Suspended
Transfer Model Curriculum	Articulate courses for GWC AA-T and AS-T. Assist instructors with course alignment. (this is a new assignment 2010 to present)	Articulation Officer	Fall/Spring
UC Irvine International Students TAG	Work with the International Office on the MOU to establish a Transfer Admission Guarantee (ITAG) for international students transferring to UCI	Transfer Center Director International Office Director	Fall
CSU Long Beach STEM Transfer Agreement	Liaison for Golden West College. Provide information to campus. (this is a new assignment 2011)	Transfer Center Director	Fall

GOAL III: Student preparation and outreach – this deals with the college’s relationship with it’s feeder schools.

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON(S)	TIME FRAME
Provide community college transfer information to high school students.	High School Preview Day: Provide high schools with appropriate publications describing the Transfer Center services. Counselor helps with campus tours or providing information to students.	Outreach Program Staff Transfer Center Coordinator Counselor/Director	Spring
	Provide community college transfer information to high school students.		Spring
	Chicano Latino College Conference: Co-chair of conference to develop and oversee entire program. The goals of the conference are recruitment and retention of potential underrepresented high school students to the college and transfer.	Counselor/Transfer Center Director	Fall
	Counselors’ Breakfast. Counselor meets with High school counselors from feeder schools during campus breakfast.		Dec

GOAL IV: Develop and adopt transfer publications.

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON(S)	TIME FRAME
To inform students, staff, and faculty of updated transfer information and services provided on a continuous basis.	Transfer Center Brochure//Newsletter Developed and utilized by students, staff, and faculty during orientations and classroom presentations.	Transfer Center Coordinator Web-site Designer	Fall/Spring
	Transfer Center Events Calendar: Monthly calendar of the Transfer Center activities. Publication of events is posted around on campus and in staff/faculty email boxes.		
	Post updated transfer information and events on GWC student (MYGWC) and staff bulletins, marquee, etc.		
	Transfer Center Web-site: Web-site is updated on a semester basis. Future development will link students to other transfer related sites.		
	Transfer Center Planning Guide: To assist students with transfer information. Hardcopy and online version posted on the GWC Transfer Center web-site and GWC home page. Transfer information to be updated by Counselors. (Counselors have taken this responsibility)	Counselors Web-site Designer Graphic Designer Transfer Center Coordinator	
College Catalog: Update information in sections of catalog pertaining to Transfer and Articulation. Including CSU/GE, IGETC, AP and transfer information.		Transfer Center Director/Articulation Officer	Spring

GOAL V: Enhance Faculty and Staff of Transfer Awareness.

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON(S)	TIME FRAME
To consult with CCI and faculty on issues related to articulation of courses	Project Assist: Train CCI faculty on the function of ASSIST related to articulation and course approval.	Articulation Officer	On-going
	Promote the use of ASSIST in college materials and presentations.	Transfer Center Coordinator	
To increase Transfer staff and counselors involvement in getting updated transfer information.	Encourage attendance at AICCU, Ensuring Transfer Success, CSU and UC Counselor Conferences and any other transfer related conferences: Counselor and Transfer Center staff participates in these conferences to be updated on transfer information and policies.	Counselor/Articulation Officer Transfer Center Coordinator	Fall/Spring
To update students, counselors, staff, and faculty on current transfer information	Send e-mails to faculty on new developments pertaining to transfer; such as, application deadlines, status of application, and other pertinent information.	Transfer Center Coordinator	On-going
	Campus e-mail to faculty and staff on Transfer Events.		

Goal VI: Increase on-campus and off-campus networking.

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON(S)	TIME FRAME
Collaborate with community college and university staff (particularly staff and faculty) in activities that strengthen transfer curriculum and course articulation.	CIAC Meeting: Member of the California Intersegmental Articulation Council (CIAC), a state-wide networking organization of Articulation Officers who gather to share and obtain updated articulation information.	Transfer Center Director/Articulation Officer	Fall/Spring

Goal VI (cont.): Increase on-campus and off-campus networking.

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON(S)	TIME FRAME
Collaborate with community college and university staff (particularly staff and faculty) in activities that strengthen transfer curriculum and course articulation.	SCIAC Meeting: Member of the Southern California Intersegmental Articulation Council. (pay yearly dues)	Transfer Center Director/Articulation Officer	Fall/Spring
	Consult with representatives in Student Outreach, Counseling, and Articulation Officers from the local universities.		
	SCHEC Meeting: Participate in SCHEC (South Coast Higher Educational Council) made up of articulation officers, transfer center directors and representatives from four-year local universities and community colleges in the Region VIII. (pay yearly dues)		
	Region VIII Meeting: Meet with the Transfer Center Coordinators/Directors and Articulation Officers of Region VIII to discuss issues relating to transfer and articulation		
Develop closer networking with special needs programs on campus, e.g. underrepresented and non-traditional students.	Puente Project: Work with Puente Counselor to assist underrepresented students and inform them of the transfer process. Encourage Puente students to utilize transfer center services.	Transfer Center Director/Articulation Officer Transfer Center Coordinator	On-going
	Intercultural Center: Work with the staff at the center to promote visibility of transfer services.	Transfer Center Director Transfer Center Coordinator	

Goal VI (cont.): Increase on-campus and off-campus networking.

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON(S)	TIME FRAME
Develop closer networking with special needs programs on campus, e.g. underrepresented and non-traditional students.	Disabled Student Services, EOPS and Re-Entry Program/Cal WORKS: Develop closer working relations with these programs to encourage collaboration of services. Also to promote the use of the Transfer Center by students from those programs.	Transfer Center Director Transfer Center Coordinator	On-going
	Honors Program: Work with the Honors Program students, faculty and Honors Counselor, to promote use of Transfer Center services.		
	Career Center: Work with the Career Center staff to promote the services provided.		

GOAL VII: Student Tracking, Data Collection, Evaluation and Research

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON(S)	TIME FRAME
Identify and track students from Golden West College to the four-year universities.	The electronic database is available in the Transfer Center to identify in-coming transfer students, facilitate contacts, track and report progress toward transfer, referral/participation in services, and outcomes.	Campus Researcher Transfer Center Coordinator	Fall/Spring
	A data collection form has been developed to track CSU/UC application given to students.	Transfer Center Coordinator	

GOAL VII (cont.): Student Tracking, Data Collection, Evaluation and Research

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON(S)	TIME FRAME
Monitor effectiveness of services provided by the Transfer Center	Transfer Center Plan Provide yearly to Coast Community College Board of Trustees Transfer Center goals and objectives.	Transfer Center Director Transfer Center Coordinator	September
	End-of-the-year Report to VP of Student Services Provide a summary report of the goals and objective completed – relative to the Transfer Center Plan. Develop & collect data for SLO.		
	California Community Colleges Chancellor's Office Articulation Grant Funding Allocation & Certification Form: Provide a summary report of how funds were spent relative to articulation goals	District Budget Office (Raine Hamby) Transfer Center Coordinator	September
	Program Review	Transfer Center Director Transfer Center Coordinator	
	California Community Colleges Chancellor's Office Transfer Center Report and Supplemental Information (Articulation Addendums)	Transfer Center Coordinator Transfer Center Director/Articulation Officer	Fall (OCT 31)
	Transfer Center Budget	Transfer Center Coordinator	On-going

GOAL VIII: Articulation

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON(S)	TIME FRAME
Review current articulation agreements with all UC and CSU schools.	Check articulation on ASSIST. Respond to articulation requests by the universities. Initiate articulation agreements with the universities for major prep.	Articulation Officer	Fall/Spring
Review new data being inputted into the ASSIST database. Respond to any inaccuracies in the system.	Review reports (new courses and corrections) submitted to ASSIST Maintenance by the Transfer Center staff.	Articulation Officer Transfer Center Coordinator	Fall/Spring/ summer
Review current articulation agreements with Independent universities.	Check hard copies in binder. Respond to articulation requests by private universities.	Articulation Officer	Fall/Spring
Review and update lower division major preparation requirements for principle transfer schools.	Check new catalogs of transfer schools and ASSIST.		Ongoing
Inform counseling staff of preparation for major changes.	Update GWC major preparation Advisement Sheets (over 50 major sheets). Encourage the use of ASSIST by students, staff and faculty.		Ongoing. New articulation begins in Summer
Make changes to articulation materials	Update Articulation, Advisement Sheets, Transfer Planning Guide on overload hrs per funding from the Chancellor's Articulation Grant.(money is no longer available) Counselors are now responsible for Transfer Planning Guide.		Summer, Winter
Assist GWC faculty in establishing new articulation	Maintain dialogue with faculty and be available as resource.		Ongoing
	Serve as regular member of Curriculum Committee (CCI).		Meetings 2 x Monthly

GOAL VIII (cont.): Articulation

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON(S)	TIME FRAME
Assist GWC faculty in establishing new articulation.	CCI responsibilities: Review course outlines and provide feedback to instructors. Research information pertaining to course outlines and articulation.	Articulation Officer	Fall/Spring
	Provide consultation & training to CCI members regarding placement of new courses in the UC TCA, CSU GE, IGETC and LDTP transfer patterns.		
	Participate in Tech Review Meetings. (This is a new assignment added to AO responsibilities)		
	Assist Admissions & Records Graduation Evaluator with CSU/IGETC certification.		
Maintain positive relations with articulation personnel of transfer institutions.	Participate actively in Regional and Intersegmental Articulation Officer meetings.		
Expand articulation with transfer institutions.	Respond to GWC faculty requests for new articulation.		
	Respond to new articulation requests from universities.		
	Meet and communicate with Articulation Officers regarding new articulation agreements.		
	Update yearly the "Summary of Curricular Changes". Distribute to the CIAC network of Community Colleges, CSU, UC and Independent Universities. Also, distribute to GWC faculty and staff.		

GOAL VIII (cont.): Articulation

OBJECTIVE	ACTIVITIES/PROCEDURES	RESPONSIBLE PERSON(S)	TIME FRAME
Maintain accurate CSU/UC general education agreements.	Update CSU GE and IGETC certification forms annually	Articulation Officer	Fall
Monitor accuracy of transfer information in GWC publications.	Update/correct Counseling CSU & IGETC Degree check lists		
Facilitate dissemination of accurate transfer information by GWC counseling staff.	Update College Catalog annually, particularly in the areas related to transfer and articulation. Serve as referral source to counselors for students with unusual transfer situations, such as out-of-state articulation/certification questions. Requires ample time to do research including policies. May require contact with Universities or with GWC faculty.		
CSU Lower Division Transfer Patterns (LDTP) in ASSIST	Monitor the progress of the articulation project for CSU Lower Division Transfer Patterns (LDTP). Inform faculty and students of new requirements. Continue articulation of courses for TCSU through OSCAR. The Project is currently suspended. (this is a new assignment added to AO responsibilities) Currently Suspended.	Articulation Officer	On-going
Increase articulation for courses accepted as UC transferable courses (TCA)	Submit courses for Review by the UC Office of the President through OSCAR.		
Increase articulation for IGETC courses	Submit courses for review by the CSU Chancellor's Office and UC Office of the President through OSCAR.		
Increase articulation for courses accepted in CSU GE	Submit courses for review by the CSU Chancellor's Office through OSCAR.	Articulation Officer	Fall
Provide articulation updates to staff and faculty	Distribute "Articulation Update" to faculty, staff and Instructional Office (to distribute to academic units). Updates on various types of articulation including TCA, IGETC, CSU/GE, LDTP and major prep.		

GOAL VIII (cont.): Articulation

District Degree Audit Project	Work with the College District office to align courses with OCC and CCC to facilitate student enrollment in courses throughout the district. (This is a new assignment added to AO responsibilities).	Articulation Officer	Summer, Fall, Spring
	Submit course changes to ASSIST and request new articulation.		
	Meet with Degree Audit Project articulation officers' team 2 xs during the year.		
	Monitor progress of the articulation project. (This is a new assignment 2010)		
C-ID	Inform faculty and staff of progress	Articulation Officer	Fall/Spring
Transfer Model Curriculum	Submit courses for articulation with C-ID. (this is a new assignment 2010)	Articulation Officer	Fall/Spring
	Assist instructors with developing AA/AS-T degrees (this is a new assignment 2010)		
SB 1440	Monitor progress of transfer initiative (this is a new assignment)	Articulation Officer	Fall/Spring
	Inform faculty and staff of progress		
Transfer Guides	Communicate with private universities that request to develop "articulation agreements".	Articulation Officer	Fall/Spring
Resource for transfer and articulation policy	Monitoring and researching GWC transfer policy pertaining to catalog,	Articulation Officer	Fall/Spring

FULL-COST PARENT FEES INCREASE HISTORY UPDATE 2011-2012

2004 -2005 Fiscal Year: **15% increase** ~ first time Children's Center raised full-cost parent fees above state reimbursement rate from Department of Education, Child Development Division, to offset budget deficit. Full-cost parents made up 10% of total Center population.

2005- 2006 Fiscal Year: **10% increase** ~ to make up deficit for loss of C-Campis Grant. Full-cost parents made up 20-30% of total Center population.

2007- 2008 Fiscal Year: **5% increase** ~ to cover OCC salary and benefit increase for previous two years. Full-cost parents make up 50% of total Center population.

2009-2010 Fiscal Year: **5% increase** for Infant, Toddler and Young Preschool classrooms. **12% increase** for Preschool age classrooms, this increases were due to rising costs of operation and Center budget deficit. Full cost parents make up 55% of total Center population.

Approval process:

Children's Center Parent Advisory Committee

Student Services Managers

Student Services Planning Council

ASOCC Fiscal Affairs

College Budget and Planning Committee

2011-2012 Proposed Increase: 5% increase is proposed for January 2012 pending process of approvals due to:

- Midyear 3% budget cuts expected in January (full year impact – will be 6% for second half of year)
- Remain in line with tuition increase every two years due to rising program costs and to demonstrate fiscal sustainability with replacing loss of a lead teacher position.

<u>Daily Rate</u>	<u>Current</u>	<u>Proposed 5%</u>
Infants	66	69
Toddlers/ Young Preschool	54	57
Preschool	41	43

Approval Process- Fall 2011

- Children's Center Parent Advisory Committee – Oct.18
- Student Services Managers – Oct. 26
- ASOCC Fiscal Affairs – Nov. 2
- Student Services Planning Council – Nov. 14
- College Council – Nov. 15
- College Budget Committee – Nov. 17

ENDORSEMENT REQUEST for PARENT FEES INCREASE for ORANGE COAST COLLEGE HARRY and GRACE STEELE CHILDREN'S CENTER

This endorsement is for a 5% increase for full cost student, faculty, staff and community families. This increase does not affect any subsidized or partially subsidized student parent.

1. It was determined two years ago, that tuition increase for the Children Center should occur at least every two years for to help manage and maintain the Center's budget.
2. Two years ago when fees were raised (5% for children 6 months – 3 years and 12% for 3-5 years olds), the Center had a budget deficit of \$68,000. Last year (2010-2011) the deficit was decreased to \$1700.
3. The Children's Center will face most likely a 3% cut in January. This midyear cut will be retroactive to the beginning of the year July 1, 2011 so from January 2012- June 2012 will be a 6% cut total.

The Center has two contracts with the California Department of Education.

	Present contract	3% decrease	Students affected
Infant and Toddler (CCTR)	\$193,239	\$187,440	1 Toddler (\$5800)
Preschool (CSPP)	<u>\$131,334</u>	<u>\$127,393</u>	1 Preschool (\$4085)
	\$324,573	\$314,833	

4. The tuition increase would cover this decrease and allow us to continue maintaining a balanced budget. With changes in staffing such as retirements and the hiring freeze, and careful fiscal management the Center is trying to restore at least one lead teacher position that has not been filled in two years. The position is held by two hourly positions and the Center would need to be able to cover benefits. This position is needed for the continuity and stability for children.
5. A Child Care Comparison study was conducted (please see attached) to be sure that our 5% proposed increase is in line with what is market rate for this area of Orange County. Our goal is not to be in the high end of tuition rates but to be above the midline so we still are in reach and quality care is affordable to more families in Costa Mesa.
6. The tuition fees would also cover increases with staff salary and benefit increases and changes. Currently the Center has seven classrooms with two lead teachers: one Child Development Specialist and one Child Care Assistant teacher. Of these 14 full time positions, 9 are full time classified district employees and 10 are part time hourly employee. Benefits for classified and for our hourly have significantly increased this year.

2011-2012 Child Care Rate Comparison

Childcare Center	Age	Ratio	Monthly Rate / Proposed Monthly Rate
OCC Children's Center Registration Fee: \$50.00 - annual	Infants Toddlers Preschool	1:3 1:4 1:8	\$1254 / \$1311 \$1026 / \$1083 \$779 / \$817

Colleges:

Fullerton Community College (Title V)	Preschool	1:8	\$860
Invine Valley College Registration Fee: \$100 - annual	Preschool	1:10	\$420 Student / \$525 Non-Student- 2 days per week \$585 Student / \$740 Non-Student- 3 days per week \$810 Student / \$1020 Non-Student- FT
Rancho Santiago (Title V) Registration Fee: \$100- 1 time	Infants Toddlers Preschool	1:3 1:4 1:8	\$912 Student or Staff- / \$1064 Community - FT \$817 Student or Staff / \$969 Community - FT \$665 Student or Staff / \$779 Community - FT
Saddleback Community College Registration Fee: \$100 -annual	Toddlers YP Preschool	1:3 / 1:4 1:8 1:10	\$420 - 2 days / \$995 -3days / \$1330 - FT \$625 - 2 days / \$880 - 3 days / \$1215 - FT \$525 -2 days / \$740 - 3 days / \$1020 - FT
UCI Children's Center (Title V) Registration Fee: \$100 -annual	2.5 - 5 years	1:8	\$1075 - FT (only full time option) **Annual Increase of 5-10% for all UCI Programs
UCI Infant / Toddler Center (Title V) Registration Fee: \$100 -annual	3-18 mos 19-30 mos	1:3 1:4	\$1350 - FT \$1325 - FT (only full time option) **Annual Increase of 5-10% for all UCI Programs
UCI Early Childhood Education Center Registration Fee: \$100 -annual	YP - 3.5 years 3.6 - 5 years	1:6 1:8	\$1250 - FT \$1075 - FT (only full time option) **Annual Increase of 5-10% for all UCI Programs
UCI Verano Preschool Registration Fee: \$100 - annual	2.5 - 5 years	1:8	\$775 - FT \$555 - 3 days per week \$390 - 2 days per week Part day program 9am-1pm *must be potty trained **Annual Increase of 5-10% for all UCI Programs

Community

Good Shepard Registration Fee: \$100	Infants/Toddler Preschool	1:4 1:6 1:8 1:9	\$560 - 2 days / \$840 - 3 days / \$1340 - FT \$480 - 2 days / \$710 - 3 days / \$1170- FT \$460 - 2 days / \$670 - 3 days / \$1070 - FT \$440 - 2 days / \$650 - 3 days / \$1020 - FT
Boys & Girls Club of HB Registration Fee: \$50	Infants Toddlers Preschool	1:4 1:6 1:10	\$860 \$760 \$360 - 2 days per week \$459.96 - 3 days per week \$630 - full-time
Harbor Trinity Registration Fee: 150 annual	Preschool	1:12	\$347 - 2 days \$453 - 3 days \$635-full-time (additional \$70 per month if not potty trained)
Davis Magnet Preschool (NMUSD) Registration Fee: \$100 new \$50 returning - annual	Preschool	1:12	\$945 - FT
Irvine Child Development Center Registration Fee: \$100 per child - annual	Inf/Todd Young Preschool Preschool	1:3 & 1:4 1:6 1:8	\$670- 2 days per week \$930 - 3 days per week \$1370 - full-time \$600 - 2 days per week \$825 - 3 days per week \$1175 - full time \$545 - 2 days per week \$750 - 3 days per week \$1060 - full-time
Newport Coast CDP (9am-2pm) Registration Fee: \$200 1st child / \$150 siblings - annual	Preschool	1:9	\$950 -FT (9am-2pm)
Step by Step Registration Fee: \$100 - annual	Preschool	1:12	\$825 - FT / \$620 - 3 days per week / \$295 - 2 days per week
Tutor Time	Infant Preschool	1:4 1:12	\$1280 - FT / \$920- 3 days per week \$1157- FT / \$596- 3 days per week

BLACKBOARD CONNECT-ED® FOR HIGHER EDUCATION SERVICE SCHEDULE

This Blackboard *Connect-ED*® Service Schedule (this "Schedule") dated December 2, 2011 (the "Effective Date") by and between Blackboard Inc. ("Blackboard") and Coast Community College District, California (the "Customer") is an addendum to the Blackboard License And Services Agreement dated June 18, 2009 between Blackboard and Customer, including any exhibits, Schedules and amendments thereto, and the Acceptable Use Policy and Privacy Policy (the "Policies") posted on www.blackboardconnect.com and incorporated by reference. Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the Master Terms. Whereby Customer wishes to utilize Blackboard's *Connect-ED* for Higher Education service and any other modules to which the Customer subscribes (collectively, the "Service") subject to and in accordance with the following terms and conditions and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. **Service.**

- a. **Service.** In consideration for the Service Fee (as defined below), Blackboard shall provide the Customer with the Service. The Customer will only use the Service to send unlimited emergency only messages to enrolled students, faculty and staff (individually, a "Recipient," and collectively, the "Recipients"). The Customer will provide all contact data for Recipients (the "Recipient Data"). Telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska and Hawaii. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees shall be payable by the Customer or Recipient. The Customer may purchase additional modules from Blackboard at the then-current pricing by issuing a purchase order (or other accepted ordering method) to Blackboard for such module. Any such additional modules shall be governed by the terms and conditions of this Schedule.
- b. **Web Portal.** If Customer elects to link to and use the web interface provided by Blackboard, the provisions in this Section 1.b. shall apply. The Customer agrees that the Web Portal is for the sole purpose of enabling Recipients to update and add their contact information. If the Customer elects to use the Web Portal, Blackboard grants for the period of the Term (as defined below) to Customer a limited non-exclusive, worldwide, royalty-free license to place a digital image of the Blackboard *Connect-ED* Sign-up Logo, which will be presented to Customer (the "Image"), on an appropriate page of the Customer's Internet site, located at <http://www.> with a hyperlink to Blackboard's Web Portal site (the "Link") at <https://portal.blackboardconnected.com/> (the "Web Portal"). The Customer may not use any other trademark or service mark in connection with the Image without the prior written approval of Blackboard. The Link may not be used in any manner to provide a user with access to the Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the Web Portal with any materials posted by Customer or any party other than Blackboard. Customer may not allow the Image to be linked to any other web site. The Customer may not use the Image in any manner not permitted hereunder, modify the Image, or copy, or create a derivative work from, the "look and feel" of the Image. Blackboard will have the right to review all uses of the Image for quality control purposes and proper compliance with guidelines, as they may be modified from time to time. Blackboard reserves the right to modify permission to use the Image and/or the Link at any time.

2. **Term; Termination.** This Schedule will commence on the date which is the later of, the Effective Date or January 1, 2012 (the "Service Start Date") and will end on June 30, 2015 (the "Initial Term"). Thereafter, the Schedule may renew upon the expiration of the Initial Term for successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term"), by mutual agreement executed by both parties. If an agreement is not executed by both Parties prior to the end of the Initial Term or then-current Renewal Term, the Service may be interrupted. Either Party may provide written notice of its desire not to renew at least 30 days prior to the end of the then-current term. Notwithstanding the foregoing, if Customer inputs any information or other data into Blackboard's systems prior to the Service Start Date in order to prepare for the start of the Service and/or sends any messages prior to the Service Start Date, the Customer expressly accepts that the terms and conditions of this Schedule will also apply during that earlier period.

- a. **Termination with Cause.** Either Party may terminate this Schedule in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by Customer for an uncured material breach, the Customer will receive a prorated refund of the annual Service Fee (minus the Support Fee if any) calculated from the date of termination to the end of the applicable annual period. This Schedule can be terminated immediately by Blackboard for non-payment.
- b. **Effect of Termination.** In the event of termination or expiration of this Schedule, the Customer will: (i) immediately discontinue access to and/or use of the Service under this Schedule; (ii) pay to Blackboard all amounts due and payable under this Schedule; and (iii) return all Documentation and related training materials to Blackboard within a reasonable time at the Customer's cost and immediately disable any embedded link(s) to the Web Portal. Any termination of this Schedule will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 2, 5 and 6 will survive the expiration or termination of this Schedule for any reason.

3. **Fees.** In consideration for the use of the Service during the Initial Term, the Customer will pay Blackboard an annual Support Fee of \$2,500.00 and an annual Message Fee of one dollar (\$1.00) per Recipient per year (collectively, the "Service Fee"), calculated as follows:

- a. For the period of January 1, 2012 through June 30, 2012 ("Period 1") of the Initial Term, the prorated Message Fee will be \$27,500.00 (i.e., \$0.50 x 55,000 students). A total Service Fee of \$28,739.73 (including the prorated Support Fee of \$1,239.73) for Period 1 will be invoiced upon execution of this schedule and due within thirty (30) days of invoicing. For the period of July 1, 2012 through June 30, 2013 ("Period 2") of the Initial Term, the annual Message Fee will be \$55,000.00 (i.e., \$1.00 x 55,000 students). A total Service Fee of \$57,500.00 (including the annual Support Fee of \$2,500.00) for Period 2 will be invoiced on July 1, 2012 and due within thirty (30) days of invoicing. Calculation of the aggregate Annual Message Fee for subsequent years after Period 2 of the Initial Term will be \$1.00 per Recipient per year based on the number of actual Recipients for each year of the Initial Term. For subsequent Renewal Terms beyond the expiration of the Initial Term, the Service Fee shall be at Blackboard's then-current pricing.

- b. Fees are paid at the beginning of each annual period and are due in no event later than thirty (30) days after the date of an invoice from Blackboard.
4. **Privacy Policy and Acceptable Use Policy.** The Customer agrees to comply with the then current Policies, which Blackboard reserve the right to modify, from time to time, effective five (5) days after such modified Policies are posted at the relevant link, such posting to constitute effective notice of changes. In the event of an express conflict between the terms of the Schedule and the terms of the Policies, the terms of the Schedule will prevail. Blackboard does not rent, trade, or sell Recipient Data received from Customer to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the Service.
5. **Representations and Obligations.** The Customer represents and warrants that: (i) it will comply with all applicable laws, regulations and contracts in use of the Service and with respect to the content and transmission of its messages sent using the Service; (ii) it will use best efforts in providing accurate and complete Recipient Data; (iii) it has met all legal, regulatory and contractual requirements in providing, and using, the Recipient Data, in connection with the Service, including, but not limited to, obtaining requisite consents to call a Recipient; (iv) it will maintain the confidentiality of its password and account information, and agrees to notify Blackboard in the event of an actual or suspected unauthorized access to its account, or if it loses its account information; (v) it will have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") which do not utilize the Service; (vi) it will not subject Blackboard to any regulations or laws due to the import of certain Recipient Data; (vii) it will not send messages to Recipients who have opted out of receiving messages from the Customer; (viii) if Customer licenses data from Blackboard, it will only use such data licensed from Blackboard to contact individuals pursuant to the use of the Service and is prohibited from downloading or making copies of such data licensed from Blackboard if such activity would violate an applicable law, regulation or contract; and (ix) it will not use the Service in combination with products or services not provided by Blackboard or in a manner for which the Service was not designed, which would cause the Service to infringe on a third party intellectual property right. The Customer agrees to defend, indemnify and hold harmless Blackboard against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the content or effects of any messages the Customer distributes using the Service or the Customer's use of the Service.
6. **Miscellaneous.** In the event of the Service's failure to comply with this Schedule, the Customer's sole remedy shall be to terminate the Schedule. The Customer acknowledges and agrees that the Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other damage could result if an error occurred and the parties further agree that, to the extent not prohibited by applicable law, Blackboard shall not be liable for any death, personal injury or damage to property. The Customer also acknowledges and agrees that the primary recourse of the Customer in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Service is not intended to replace First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the Service. Blackboard is not responsible to the Customer, any of Customer's Recipients or any other third party regarding the accuracy or validity of the data entered through the Web Portal and Blackboard makes no warranty that the Web Portal will be error-free or that access thereto will be uninterrupted. Blackboard reserves the right to modify or remove any functionality that may be alleged to infringe a third party's intellectual property rights. The Customer acknowledges and agrees that the Confidential information and all other materials pertaining to the use of the Service are not purchased or developed with Customer funds. Accordingly, nothing in this Schedule grants or transfers to the Customer any ownership rights in the foregoing materials, the Service, or the Image and the goodwill associated therewith. The Schedule may be executed in counterparts and a signature on a copy of this Schedule received by either Party by facsimile is binding upon the other Party as an original.

By signing below, the Customer represents and warrants that it has read and understands all applicable parts of this Schedule, including the Policies, and that person who has signed this Schedule for the Customer is authorized to execute and deliver this Schedule on its behalf.

IN WITNESS WHEREOF, the parties have executed this Schedule as of the Effective Date.

BLACKBOARD

COAST COMMUNITY COLLEGE DISTRICT

1370 ADAMS AVENUE

COSTA MESA, CA 92626-5429

Signature

Tess Frazier - Vice President

Print Name and Title

Date:

Signature

Print Name and Title

Date: