
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, February 1, 2012
5:00 p.m. Closed Session, 6:30 Regular Meeting
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

1.00 Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session - Items on Agenda)

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

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

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

1.04 Recess to Closed Session

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

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

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

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
6. Classified Management
7. Classified Staff
Admin Assistant to VP Student Services
8. Reclassification and Reorganization/Reassignment

Staff Aide

9. Classified Temporary Assignments
Child Development Specialist
Special Assignment
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

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

1.04.03 Conference with Legal Counsel: Anticipated Litigation

Potential initiation of litigation pursuant to sub-section "c" of *Government Code* Section 54956.9: Two cases

1.04.04 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
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

1.04.05 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

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

Position: Chancellor

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

1.06 Pledge of Allegiance - Trustee David Grant

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session)

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. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.

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

1.09 Presentations and Ceremonial Resolutions

1.09.01 Adoption of Ceremonial Resolution Acknowledging Jaima Bennett for Being Selected for the Hayward Award for "Excellence in Education"

2.00 Informative Reports

2.01 Report from the Chancellor

2.02 Reports from the Presidents

2.03 Reports from the Presidents of Student Government Organizations

2.04 Reports from the Academic Senate Presidents

2.05 Reports from the Presidents of Employee Representative Groups

2.06 Reports from the Board of Trustees

2.07 Reports from the Board Committees and Review of Board Committee Meeting Dates

2.08 Report to the Board of Trustees on the Results of District Opinion Survey

2.09 Quarterly Financial Status Report

2.10 Coast Community College District Initial Proposal for 2011-2012 Negotiations with the Coast Federation of Classified Employees (CFCE - Local 4794)

2.11 Receive Initial Proposal from the Coast Federation of Classified Employees (CFCE) to Open Negotiations Between the CFCE and the Coast Community College District

2.12 Staff Report from W. Andrew Dunn, Vice Chancellor of Administrative Services and Finance, on the Coast Community College District Enterprise

3.00 Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

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

3.03 The Board Directives Log

3.04 Buildings and Grounds Reports

CONSENT CALENDAR

4.00 Travel

4.01 DIS - Authorization for Administratively Approved Travel

4.02 DIS - Authorization for Attendance at Meetings and/or Conferences

5.00 Curriculum Approval

5.01 DIS - Curriculum Approval

6.00 Authorization for Student Trips

6.01 CCC - Student Trips

6.02 OCC - Student Trips

6.03 GWC - Student Trips

7.00 Authorization for Special Projects

7.01 CCC - Special Projects

7.02 GWC - Special Projects

7.03 OCC - Special Projects

8.00 Authorization to Apply for Funded Programs

8.01 GWC - Authorization to Apply for Funded Programs

9.00 Authorization to Enter Into Standard Telecourse Agreements

9.01 CCC - Authorization to Enter Into Standard Telecourse Agreements

10.00 Approval of Clinical Contracts

10.01 OCC - Clinical Contracts

11.00 Approval of Addendum

- 11.01 DIS - Addendum**
- 12.00 Approval of Standard Agreements**
 - 12.01 GWC - Standard Internship Agreement**
- 13.00 Authorization for Purchase of Institutional Memberships**
 - 13.01 OCC - Institutional Memberships**
- 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 Changes in Salary Schedules**
 - c. Authorization for Professional Experts**
- 16.00 Authorization for Independent Contractors**
 - 16.01 CCC - Independent Contractors**
 - 16.02 GWC - Independent Contractors**
 - 16.03 OCC - 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 OCC - Authorization to Enter into an Agreement between the Coast Community College District (Orange Coast College) and the 32nd District Agricultural Association for Reciprocal Use of Parking Lots and the Use of the Pacific Amphitheatre for the Orange Coast College Commencement on May 23, 2012**
- 22.02 DIS - Authorization to Enter into an Agreement with Stradling, Yocca, Carlson & Rauth for Bond Counsel for Potential 2012 General Obligation Bond Measure**
- 22.03 OCC - Approve Non-Standard Amendment to an Agreement between Credential Order Processing Services (COSPI) and the Coast Community College District for the Distribution of Parking Permits to Students**
- 22.04 OCC - Approve Non-Standard Agreement between Richard McGaffigan, an Independent Contractor, and Coast Community College District, on behalf of Orange Coast College, for Provision of Evaluation Services on the Grant Funded by the Orange County Health Care Agency: Alcohol Prevention Services on Community College Campuses**
- 22.05 DIS - Authorization to Enter into an Agreement with The Lew Edwards Group for Informational Campaign Consulting Services for Potential 2012 General Obligation Bond Measure**
- 22.06 OCC - Approve Non-Standard Agreement between Lance Segars, an Independent Contractor, and Coast Community College District, on behalf of Orange Coast College, for Provision of Evaluation Services on the Grant Funded by the Orange County Health Care Agency: Alcohol Prevention Services on Community College Campuses**
- 22.07 OCC - Approve Non-Standard Contract between the Department of Industrial Relations and the Coast Community College District (Orange Coast College) for the Purpose of Conflict Resolution for the Workplace Services**

23.00 Buildings and Grounds Approvals

- 23.01 DIS - Acceptance of Voluntary Default, F. Rodgers Corporation, and Authorization to Enter into Agreement with Guarantee Company of North America USA and Best Contracting Services, Inc.**

24.00 General Items of Business

- 24.01 OCC - Authorization to Conduct a Short-Term Study Program in New York City, New York**
- 24.02 DIS - Acceptance of Public Opinion Poll Results and Authorization to Proceed with Ballot Measure Development/Public Information Phase**
- 24.03 OCC - Authorization to Conduct a Short-Term Study Abroad Program in Cambridge, England**

- 24.04 DIS - Adoption of Budget Calendar for 2012-2013**
- 24.05 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreement for Contractor Services**
- 25.00 Approval of Minutes**
 - 25.01 DIS - Approval of Minutes**
- 26.00 Policy Implementation**
 - 26.01 DIS - Approval of Board Policy 6340 Contracts**
 - 26.02 DIS - Approval of Board Policy 6100 Delegation of Authority**
 - 26.03 DIS - Approval of Board Policy 2740 New Trustee Orientation**
 - 26.04 DIS - Adoption of Revised Board Policy 5030 Student Fees and Charges, and Replacement of Board Policy 5032 District Fee Schedule with Administrative Procedure AP 5030 Student Fees and Charges Schedule**
- 27.00 Close of Meeting**
 - 27.01 Adjournment**



PRELIMINARY MATTERS
(White Pages)

**Wednesday, February 1, 2012
Regular Meeting**

1. Preliminary Matters

Subject	1.01 - 1.09 Preliminary Matters
Meeting	Feb 1, 2012 - 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 David Grant

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session)

1.09 Presentations and Ceremonial Resolutions

1.09.01 Adoption of Ceremonial Resolution

**Board of Trustees' Ceremonial Resolution
Acknowledging Jaima Bennett
For Being Selected for the Hayward Award for "Excellence in Education"**

WHEREAS, Jaima Bennett was appointed to her current position of Instructor, Speech Communications at Golden West College in 1999; and

WHEREAS, Jaima Bennett has made significant contributions to students over the past thirty years, in her capacity as a Puente Mentor, an instructor in the Student Success Learning Community, a Teach3 Instructor, and a participant in "The Dream for College: Academic Excellence for All Student," and her leadership and zeal for her students, colleagues and college personify "Excellence in Education"; and

WHEREAS, Jaima Bennett has been an active participant in numerous advisory committees, including the Online Advisory Committee, Staff Development Advisory Committee, Learning Resources Task Force, the Campus Technology Committee and the Facilities Planning Advisory Committee, and has attended numerous state and national curriculum and leadership institutes and academic conferences; and

WHEREAS, Jaima Bennett has served as the CCI Chair, a Senator and Academic Senate Executive Board Member for many years, leading the Golden West College through accreditation and coordinated student learning outcomes, and co-chaired the Institutional Effectiveness Committee; and

WHEREAS, the Academic Senate of the California Community Colleges awards, annually, the Hayward Award to outstanding community college faculty with exemplary performance in professional activities and active participation on a college campus, in honor of former State Chancellor Gerald C. Hayward; and

WHEREAS, four recipients, each from different areas of California, are selected and honored annually at the March Board of Governors' Meeting; and

WHEREAS, the Academic Senate of the California Community Colleges has awarded the 2012 Hayward Award, Region D, to Jaima Bennett, for her commitment to her students, college and profession.

NOW, THEREFORE, BE IT RESOLVED, that on this day, the first of February 2012, the Board of Trustees of the Coast Community College District hereby recognizes Jaima Bennett for receiving the Hayward Award and for her many outstanding contributions to Golden West College, the students and the community.



GENERAL INFORMATION AND REPORTS
(White Pages)

2. Informative Reports

Subject	2.01 - 2.12 Informative Reports
Meeting	Feb 1, 2012 - Regular Meeting
Category	2. Informative Reports
Access	Public
Type	Informative Reports

2.01 Report from the Chancellor

Dr. Andrew Jones

2.02 Reports from the Presidents

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

2.03 Reports from the Presidents of Student Government Organizations

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

2.04 Reports from the Academic Senate Presidents

Margaret Lovig, Coastline Community College
Theresa Lavarini, Golden West College
Vesna Marcina, Orange Coast College

2.05 Reports from the Presidents of Employee Representative Groups

Ann Nicholson, Coast Federation of Classified Employees (CFCE)
Dr. Barbara Price, Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA)
Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT)
Christina Oja, Association of Confidential Employees (ACE)
Vince Rodriguez, Coast District Management Association (CDMA)

2.06 Reports from the Board of Trustees

Trustee Jim Moreno, Board President
Trustee Mary Hornbuckle, Board Vice President
Trustee Dr. Lorraine Prinsky, Board Clerk
Trustee Jerry Patterson
Trustee David A. Grant
Student Trustee Joe Venegas III

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

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

Legislative Affairs Committee Meeting, February 6, 2012 at 1:30 p.m., Board of Trustees' Conference Room

Accreditation Committee Meeting, February 7, 2012 at 3:30 p.m., Board of Trustees' Conference Room

Career Technical Education Committee Meeting, February 8, 2012 at 3:00 p.m., Board of Trustees' Conference Room

Personnel Committee Meeting, February 23, 2012 at 1:30 p.m., Board of Trustees' Conference Room

Audit & Budget Committee Meeting, March 13, 2012 at 3:30 p.m., Board of Trustees' Conference Room

2.08 Report to the Board of Trustees on the Results of District Opinion Survey

The Board of Trustees will hear a report from Dr. Richard Bernard and Mr. John Fairbanks on the results of the public opinion poll conducted by Fairbank, Maslin, Maullin & Associates.

2.09 Quarterly Financial Status Report

Section 58310 of Title 5 of the *California Code of Regulations* requires that the District file a Quarterly Financial Status Report (Form CCFS-311Q) with the State Chancellor's office each quarter. Attached to each trustee's agenda is the Second Quarter Financial Status Report ending December 31, 2011 (See Attachment #1). The report contains the CCFS-311Q State Chancellor's Report, a General Fund Financial Status Report and Fund Balance Report for all funds.

Fiscal impact: No fiscal impact.

2.10 Coast Community College District Initial Proposal for 2011-2012 Negotiations with the Coast Federation of Classified Employees (CFCE - Local 4794)

Against a challenging fiscal backdrop, the District and its constituent groups have expended considerable effort in visioning for the future culminating in the publication of the Coast Community Colleges Vision 2020. With higher education in the United States at a critical crossroads in which the direction chosen now will determine the future relevancy of our institutions, the District's primary focus entering this new round of negotiations must be on how Collective Bargaining Agreements maximize student access to instructors, student achievement, and paving the way for a 60% completion rate of students by 2014. To that end, the District will be focused on negotiating contract revisions that will aid the District in attracting, developing, and retaining engaged faculty and staff who have the appropriate skills and knowledge for the 21st Century.

In September 2011, the Coast Colleges' Board of Trustees unanimously approved labor negotiation interests of the Board. The interests are as follows:

- Increase student completion to at least 60% by 2014*
- Equip faculty and staff through professional development with the 21st Century skills and knowledge needed to maximize student success
- Increase and optimize student access to the Colleges, their instructors, and staff

- Develop a more engaging College experience for students, faculty, and staff
- Reorganize creatively for efficiency while increasing effectiveness to free up resources to invest in student success initiatives
- Be programmatically and fiscally responsible, and balance the budget, to include transfers and reductions as necessary
- Develop, implement and maintain long-term, sustainable budgetary solutions
- Contain benefits costs to include forming a joint bargaining table for benefits
- Reduce the annual draw on the General Fund for retiree benefits
- Negotiate equitable financial solutions with all employee groups
- Align ongoing expense obligations with ongoing sources of revenue in support of the Coast Community Colleges Vision 2020 Master Plan
- Maintain a prudent reserve with a minimum goal of 7%
- Clarify the role of the unions within the context of governance

With the goals of Vision 2020 as a platform and Interest Based Bargaining as a framework, we are confident that much progress can be made in attaining joint interests at the bargaining table this year. Specific articles in the District's initial proposal are specified in Attachment #2.

* This is an aspirational goal for which the District will develop an operational definition of the word, "completion" through the shared governance process aligning with state and federal guidelines.

2.11 Receive Initial Proposal from the Coast Federation of Classified Employees (CFCE) to Open Negotiations Between the CFCE and the Coast Community College District

In compliance with the Educational Employment Relations Act, the Coast Federation of Classified Employees (CFCE) presents its initial proposal to open negotiations with the Coast Community College District. Pursuant to Section 3527 of the Government Code and in compliance with the current Collective Bargaining Agreement between the parties, the CFCE hereby exercises its rights to open negotiations for 2011-12 on interests specified in the CFCE. (See Attachment #3)

2.12 Staff Report from W. Andrew Dunn, Vice Chancellor of Administrative Services and Finance, on the Coast Community College District Enterprise

File Attachments

[Attachment - CFCE Sunshine.docx \(26 KB\)](#)

[Initial Proposal - CFCE Attachment-1.pdf \(77 KB\)](#)

[Financial Status report.pdf \(280 KB\)](#)

3. Matters for Review, Discussion and/or Action

Subject	3.01 - 3.04 Matters for Review, Discussion and/or Action
Meeting	Feb 1, 2012 - Regular Meeting
Category	3. Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

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

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

February 13-16, 2012, Washington, DC, ACCT National Legislative Summit
March 29 - 31, 2012, New York, NY, ACCT Governance Leadership Institute
April 13, 2012, Sacramento, CA, CCCT Board Meeting
April 21-24, 2012, Orlando, FL, AACC Annual Convention
May 4-6, 2012, San Diego, CA, CCLC Annual Trustees' Conference
June 15-16, 2012, Sacramento, CA CCCT Board Meeting
November 15-17, 2012, Los Angeles, CA, CCLC Annual Convention & Partner Conferences

3.03 The Board Directives Log

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

3.04 Buildings and Grounds Reports

Coastline College Newport Beach Learning Center

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

Project Status: The installation of concrete, mechanical, electrical, and plumbing continues to progress. The project has been slightly impacted by rain in the recent weeks, however contractors are continuing to work a 6/10 work schedule and the project is tracking for on-time completion.

File Attachments

[2-1-12 Meeting.pdf \(68 KB\)](#)

CONSENT CALENDAR

(Yellow Pages)

Items on the Consent Calendar may be adopted by a single motion of the Board of Trustees. To have an item considered separately a request must be made prior to the adoption of the motion to approve the Consent Calendar.

4. Travel

Subject	4.01 DIS - Authorization for Administratively Approved Travel
Meeting	Feb 1, 2012 - Regular Meeting
Category	4. Travel
Access	Public
Type	Consent

These items are listed for Board ratification, having been previously approved by the Chancellor due to extreme hardship or substantial impairment to the District, pursuant to Board Policy 6972.

ADMINISTRATIVE APPROVALS

January 12 - 25, 2012

Madjid Niroumand, Interim Assoc Dean, Stu Svcs (OCC), to attend the Spring 2012 China Recruitment Roadshow, March 1 - 8, 2012, Beijing, China without loss of salary, with reimbursement for allowable expenses of \$9,000, including a registration fee of \$2,500, travel by Air Coach, to be paid from International Center Ancillary Funds.

Administrative Approval: 1/11/2012

Subject	4.02 DIS - Authorization for Attendance at Meetings and/or Conferences
Meeting	Feb 1, 2012 - Regular Meeting
Category	4. Travel
Access	Public
Type	Consent

(1)Meetings for the Board of Trustees

Conrad J Moreno, Board Member (DIST), to attend the The National Association of Latino Elected and Appointed Officials (NALEO) California Statewide Policy Institute on Higher Education Success and College Completion, March 8-12, 2012, San Jose, CA, with reimbursement for actual expenses, including a membership fee of \$100, to be paid from District Conference Funds. Some costs may be paid by the Organization. The reason for this revision is to add reimbursement of mileage on personal auto in lieu of airfare not to exceed air coach fare equivalency.

(2) Meetings for Faculty and Staff

Christina L Amaral, Instructor (OCC), to attend the Statewide Work Based Learning Employment Services Advisory Board Meeting, February 9 - 10, 2012, San Jose, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Sylvia E Amitoelau, Ed Media Designr Mil (CCC), to attend the eLearning 2012 Conference, February 20-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$400, to be paid from CCA Conference Funds.

Eduardo J Arismendi-Pardi, Instructor (OCC), to attend the Diversity Conference: Strategies for Change, April 27 - 28, 2012, Los Angeles, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

Eduardo J Arismendi-Pardi, Instructor (OCC), to attend the Participation Leadership - Ethnic Minority Committee of the California Federation of Teachers, February 3 - 4, 2012, Oakland, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Eduardo J Arismendi-Pardi, Instructor (OCC), to attend the Academic Senate for California Community Colleges Spring 2012 Plenary Sessions, April 18 - 21, 2012, San Francisco, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal Funds.

Elizabeth I Barton, Hourly Instructor (OCC), to attend the Association Of Collegiate Educators in Radiologic Technology, February 8 - 12, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$250, to be paid from CFE contracted PDI Part Time Conference Funds, to be reimbursed for mileage equal to the equivalency of travel by air coach. The reason for this revision is to reimburse the attendee for mileage.

Pete Bouzar, Instructor (GWC), to attend the Give Students a Compass - Engaging from the Start, February 13-14, 2012, Los Angeles, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the Accreditation Institute, February 10 - 11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including a registration fee of \$350, to be paid from Academic Senate AFT Conference Funds.

Michael P Carey, Env Sustain Coord (OCC), to attend the Honors Transfer Council of California Student

Research Conference, March 31, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$30, to be paid from Honors Program funds.

Lionel G Caron, Hourly Instructor (OCC), to attend the Future Innovation Technology Creativity Conference 2012, April 20 - 26, 2012, Toronto, Canada without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$560, travel by Air Coach, to be paid from CCA/CTA Professional Development General Funds.

Lionel G Caron, Hourly Instructor (OCC), to attend the e-Learning 2012, February 18 - 21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$615, to be paid from CCA/CTA Professional Development Funds.

Kristin L Clark, Vice Pres, Stud Svcs (OCC), to attend the Title IX Investigator Training School, February 16 - 17, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$1,000, to be paid from VP of Student Services Mgmt Conference Funds.

Judy A Cordiero, Hourly Instructor (GWC), to attend the Martin Parsons Up-Do Seminar, February 26-27, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$750, to be paid from CCA, VTEA/Perkins funds.

Farzane Farazdaghi, Hourly Instructor (GWC), to attend the Give Students a Compass - Engaging from the Start, February 13-14, 2012, Los Angeles, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Tina K Gill, Hourly Instructor (CCC), to attend the Online Marketing Summit 2012, February 6-9, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$3,400, including a registration fee of \$2,076, to be paid from Perkins VTEA 2011-12 Grant, PDI Conference and Workshop Funds.

Jill Golden, Instructor (OCC), to attend the Taste the Future Culinary Expo, March 20 - 24, 2012, San Antonio, TX, without loss of salary, with reimbursement for allowable expenses of \$1,600, including a registration fee of \$625, travel by Air Coach, to be paid from CFE Contracted Full-time Conference Funds.

Joycelyn M Groot, Dean Mil/Corp & Comm Pro (CCC), to attend the Virginia Advisory Council on Military Education Annual Conference, March 26-30, 2012, Virginia Beach, VA, without loss of salary, with reimbursement for allowable expenses of \$1,750, including a registration fee of \$145, travel by Air Coach, rental car and insurance, to be paid from Contract Education Ancillary Funds.

Raine L Hambly, Director-Career Services (OCC), to attend the Contract Training Summit 2012, February 8 - 9, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$69, travel by Air Coach, to be paid from Career Ed General Funds.

Dennis R Harkins, President (OCC), to attend the American Council on Education Annual Meeting, March 10 - 13, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$1,059, to be paid from President's Ancillary Funds.

Dennis R Harkins, President (OCC), to attend the American Associate of Community Colleges Annual Convention, April 20 - 24, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$3,200, including a registration fee of \$835, travel by Air Coach, rental car and insurance, to be paid from President's Ancillary Funds.

Dennis R Harkins, President (OCC), to attend the Association of California Community College Administrators Annual Conference, February 22 - 24, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$575, to be paid from President's Ancillary Budget.

Dennis R Harkins, President (OCC), to attend the The State of Education in Orange County 2012, February 23, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$40, including a registration fee of \$20, to be paid from President's Ancillary Budget.

Nathaniel C Harrison, Coord Cont Ed Instr Services (CCC), to attend the Council of College and Military Educators Annual Symposium, February 12-19, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$1950, including a registration fee of \$350, travel by Air Coach, to be paid from Contract Education Ancillary funds. Travel includes one vacation day. The reason for this revision is change travel/attendance days. Reimbursement remains the same.

David W Hewitt, Hourly Instructor (OCC), to attend the Allied Social Science Association 2012 Annual Convention, January 4 - 8, 2012, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$870, including a registration fee of \$35, travel by Air Coach, to be paid from CFE contracted PDI Part Time Conference Funds. The reason for this revision is to change the date of travel.

Andrew C Jones, Chancellor (CCCD), to attend the Community College League of California Southern CEO Spring Conference, April 11-13, 2012, Temecula, CA, without loss of salary, with reimbursement for actual expenses, to be paid from Chancellor's office conference funds.

Janell M Keough, Mil/Cont Ed App Coor (CCC), to attend the eLearning 2012 Conference, February 20, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$285, including a registration fee of \$250, to be paid from Contract Education Ancillary funds.

Mariam Khosravani, Exec Dir Cc Foundatn (CCC), to attend the 2012 Washington Nonprofit Conference, February 29-March 3, 2012, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$829, travel by Air Coach, to be paid from Foundation Ancillary funds.

Jessica J Kuang, Hourly Instructor (CCC), to attend the California Math Council Community College South, March 2-3, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$200, including a registration fee of \$110, to be paid from CCA Conference Funds.

Daniel S Kuo, Instructor (OCC), to attend the Worth Economics Excellence Innovation in Economics Education, February 2 - 5, 2012, Austin, TX, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Frederick J Lockwood, Instructor (CCC), to attend the Asian Pacific Americans in Higher Education (APAHE) Conference, February 2-4, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$195, travel by Air Coach, to be paid from Title III Grant funds.

Vesna Marcina, Instructor (OCC), to attend the Accreditation Institute, February 10 - 11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including a registration fee of \$350, to be paid from Academic Senate AFT Conference Funds.

Vesna Marcina, Instructor (OCC), to attend the Academic Academy, February 24 - 25, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including a registration fee of \$320, to be paid from Academic Senate Professional Development General Funds.

Fabienne McPhail Naples, Vice President (GWC), to attend the Give Students a Compass - Engaging from the Start, February 13-14, 2012, Los Angeles, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Shana Menaker, Hourly Instructor (OCC), to attend the Esalen Massage: Accessing the Back Body From the

Front, May 13 - 18, 2012, Big Sur, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$935, to be paid from CCA/CTA Professional Development General Funds, to be reimbursed for a maximum of \$700 towards the \$935 registration fee.

Hillary D Mushkin, Instructor (OCC), to attend the College Art Association 100 Annual Conference, February 22 - 25, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$827, including a registration fee of \$420, to be paid from CFE Contracted Full-time Conference Funds.

Christine P Nguyen, Interim Vice Pres Admn Svcs (CCC), to attend the Association of Chief Business Officers (ACBO) Spring 2012 Conference, May 20-23, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$285, travel by Air Coach, to be paid from Professional Development Funds, Contract Education Ancillary College Support funds.

Craig A Oberlin, Sr Dir, College Info Tech (OCC), to attend the Chief Information Service Officers' Association Secure Information Technology Conference 2012, March 18 - 20, 2012, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$345, to be paid from Information Technology General Funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the California Organization of Associate Degree Nursing 2012 Spring Conference, February 29-March 2, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$200, travel by Air Coach, to be paid from EWD Grant/RHORC.

Kenneth R Ostrowski, Hourly Instructor (CCC), to attend the eLearning 2012 Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$550, to be paid from CCA Conference Funds.

Omid A Pourzanjani, Dean (GWC), to attend the California Community College Association for Occupational Education Conference, March 20-23, 2012, Millbrae, CA, without loss of salary, with reimbursement for allowable expenses of \$1,270, including a registration fee of \$395, travel by Air Coach, to be paid from VTEA/Perkins funds.

Glen A Profeta, Dir Web Services (OCC), to attend the Chief Information Service Officers' Association Secure Information Technology Conference 2012, March 18 - 20, 2012, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$345, to be paid from Information Technology General Funds.

Rena D Quinonez, Staff Specialist (OCC), to attend the "What a Ride" Ups & Downs of Employment - California Placement Association, February 29 - March 2, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$325, including a registration fee of \$225, to be paid from Ancillary Job Placement Funds.

Lugene M Rosen, Hourly Instructor (OCC), to attend the Southwest Texas Popular Culture and American Culture Association, February 7 - 12, 2012, Albuquerque, NM, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$150, travel by Air Coach, to be paid from CCA/CTA Professional Development Funds.

Kimberly D Samaniego, Hourly Instructor (OCC), to attend the On Course 2012 National Conference, April 25 - 28, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$861, including a registration fee of \$929, to be paid from CFE Contracted Part-Time Conference Funds reimbursement of \$861 maximum toward \$929 total registration amount.

Jennifer M Savage, Instructor (OCC), to attend the Teaching Principles of Economics 3rd Annual Conference,

February 2 - 4, 2012, Austin, TX, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Andreea M Serban, Interim Vice Chancellor (CCCD), to attend the American Council on Education Annual Meeting, March 10-13, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$2,100, including a registration fee of \$879, to be paid from Management Conference. Lodging necessary due to late evening and early morning meeting schedules.

James E Tierney, Hourly Instructor (OCC), to attend the American Society of Business and Behavioral Sciences, February 22 - 26, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$230, including a registration fee of \$300, to be paid from CFE Contracted Part-Time Conference Funds, to be reimbursed for \$230 maximum toward \$300 total registration amount.

Maryann Watson, Instructor (OCC), to attend the Course Technology Conference 2012, March 6 - 9, 2012, San Antonio, TX, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$525, travel by Air Coach, rental car and insurance, to be paid from CFE Contracted Full-time Conference Funds.

Rachel A Wegter, Hourly Instructor (GWC), to attend the E-Learning Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$450, to be paid from CCA.

Michelle R Wild, Instr/Coord (CCC), to attend the 27th Annual International Technology & Persons with Disabilities Conference, February 29, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$375, to be paid from AB77 Catagorical Funds.

Eric P Wilson, Info Systems Trainer (OCC), to attend the Instructional Technology Council e-Learning 2012 Conference, February 18 - 21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$475, to be paid from Information Technology General Funds.

Margaret M Yanalunas, Temp Ed Media Designr Mil (CCC), to attend the eLearning Conference 2012, February 20, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$325, including a registration fee of \$250, to be paid from Classified Professional Development Funds.

5. Curriculum Approval

Subject **5.01 DIS - Curriculum Approval**
Meeting Feb 1, 2012 - Regular Meeting
Category 5. Curriculum Approval
Access Public
Type Consent

Approval of New Courses

File Attachments

[Curriculum.docx \(25 KB\)](#)

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 Fall 2012

ENGL C111 – Composition and Literature; 3.0 units

54 semester lecture hours; prerequisite: ENGL C100 or ENGL C109; fee: none; grading method: letter grade. An introduction to literature and further study of composition, emphasizing evaluation and analysis of various fictional genres: poetry, short stories, drama, etc. Students will write expository essays and short responses about selected pieces of literature and will write a research paper.

Orange Coast College

Effective Fall 2012

Counseling A106 – High School Early Entry Orientation – 0.5 units

9 semester lecture hours; Prerequisite: None; fee: none; grading method: Pass/No-Pass option; Repeatability: none. Designed to provide high school seniors with information and skills to facilitate their matriculation, registration and transition to Orange Coast College. Familiarize students with educational options, requirements and tools. Introduce students to the campus climate, services, policies and student success principles. Completion of this course grants credit for New Student Orientation requirements and continuing student status for registration in the subsequent term.

6. Authorization for Student Trips

Subject **6.01 CCC - Student Trips**
Meeting **Feb 1, 2012 - Regular Meeting**
Category **6. Authorization for Student Trips**
Access **Public**
Type **Consent**

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

Conference/Activity: Various Activities
Location: Indicated Below
Dates: Indicated Below
Department: Fairview Developmental Center
Transportation: Fairview Developmental Center Bus

February 11 – Downtown Disney, Anaheim
February 25 – Edward's Park, Irvine
March 3 – South Coast Plaza, Costa Mesa
March 10 – Prentice Park Zoo, Santa Ana
March 17 – TeWinkle Park and Farm, Costa Mesa
March 24 – Huntington Beach Pier, Huntington Beach
April 7 – Huntington Central Park, Huntington Beach
April 14 – Irvine Park and Zoo, Orange
April 21 – Fashion Island, Newport Beach
April 28 – Downtown Laguna Beach, Laguna Beach
May 5 – Irvine Spectrum, Irvine
May 12 – TeWinkle Park and Farm, Costa Mesa
May 19 – Richard Nixon Library, Yorba Linda
May 26 – Mile Square Park, Fountain Valley

Subject **6.02 OCC - Student Trips**
Meeting Feb 1, 2012 - Regular Meeting
Category 6. Authorization for Student Trips
Access Public
Type Consent

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

Field Trips for Students in the Math & Sciences division

Location: Various locations, CA

Dates: Spring 2012 Semester (February through May of 2012)

Department: Astronomy, Biology, Ecology, Geology, Marine Science, and Ornamental Horticulture

Cost/Purpose/Funding Source: Personal or departmental general and ancillary fund

Transportation: Personal or District vehicle

Boating Trips for Marine Science A100 Lab Students

Location: Long Beach Marine Institute, Long Beach, CA

Dates: Spring 2012 Semester (May 2012)

Department: Marine Science

Cost/Purpose/Funding Source: \$5,000 from Marine Science Department general and ancillary funds

Transportation: District or Personal Vehicles

VEX Collegiate Gateway Tournament

Location: Walnut, CA

Dates: February 18, 2012

Department: OCC Engineering Club

Cost/Purpose/Funding: Total Amount \$8,000; for materials, supplies, registration costs, refreshments, promotional items, printed items, and miscellaneous expenses; ASOCC funds, club funds, fundraising, sponsorships, and student personal funds.

Transportation: Personal vehicle.

Revision to Previous Board Action

Spring 2012/OCC Overnight Athletic Trip

Women's Crew, Coach: Laura Behr

Assistant Coaches: Ashley Genrich and Monica Morrill

Revised dates: *March 29-April 2, Crew Classic, Mission Bay, San Diego CA, April 26-30, Winter Intercollegiate Rowing Championships, Sacramento CA, May 8-14, Dad Vails Regatta, Philadelphia PA*

Transportation: District, personal vehicles and commercial airlines

Subject	6.03 GWC - Student Trips
Meeting	Feb 1, 2012 - Regular Meeting
Category	6. Authorization for Student Trips
Access	Public
Type	Consent

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

Intercultural Program Field Trip to California African American Museum

Location: 600 State Dr, Los Angeles—Exposition Park, CA 90001

Date(s): February 24, 2012

Department: Student Activities/Intercultural Program

Cost/purpose/funding source: \$126 for museum entrance fee from Intercultural Program funds.

7. Authorization for Special Projects

Subject **7.01 CCC - Special Projects**
Meeting Feb 1, 2012 - Regular Meeting
Category 7. Authorization for Special Projects
Access Public
Type Consent

1960s Theme Dance Fundraiser

Date: April 27, 2012; 5:30 – 8:30 p.m.

Location: Costa Mesa Center

Department: Special Programs and Services for the Disabled, Intellectual Disability (ID) Program.

Purpose: Raise money for the Special Programs Foundation

Cost/purpose: \$1,750/Materials and Refreshments

Funding source: Special Programs Foundation funds

6th Annual VA-ACME Conference Gold Reception Exhibitor

Date: March 27-29, 2012

Location: Virginia Beach, VA

Department: Military/Contract Education

Purpose: Exhibitor

Cost/Purpose: \$1,500 (Includes one full registration, and one exhibit booth. Coastline logos will be included in the conference program and will be displayed at the conference.)

Funding Source: Contract Education ancillary funds

DoD Worldwide Education Symposium 2012 Exhibitor

Date: July 23-27, 2012

Location: Las Vegas, NV

Department: Military/Contract Education

Purpose: Exhibitor

Cost/Purpose: \$2,250 (Includes one full registration, and one exhibit booth. Coastline logos will be included in the conference directory and will be displayed at the conference.)

Funding Source: Contract Education ancillary funds

Scholarship Awards Ceremony and Reception

Date: April 26, 2012; 6:30 - 9:30 p.m.

Location: Costa Mesa Neighborhood Community Center

Department: Student Services

Purpose: Honor scholarship award recipients

Cost/purpose/funding source: Expenses \$2,200 to be paid from College and ancillary funds.

Subject **7.02 GWC - Special Projects**
Meeting Feb 1, 2012 - Regular Meeting
Category 7. Authorization for Special Projects
Access Public
Type Consent

Preceptor Instructor Courses-Inland Empire and Los Angeles

Date(s): Feb 2-June 30, 2012

Department: Health Professions-HWI-RHORC

Purpose: Present up to four 2-day workshops to prepare preceptor instructors

Cost/purpose/funding source: \$4,000 for Food, materials and supplies from RHORC Trust or EWD Grant funds.

Intercultural Program Spring Events 2012

Date(s): February 2 – May 28, 2012

Department: Student Activities/Intercultural Program

Purpose: Golden West College Intercultural Program to sponsor a variety of activities and events, including but not limited to community service, entertainment, speakers, field trips, fundraisers, drives, and demonstrations throughout the Spring 2012 semester. All activities and events will be individually submitted to the President's Office for approval. An advisor or designated staff will be present at all times.

Cost/purpose/funding source: \$4,000 for various expenses from Intercultural Program account.

Welcome Back Open House for international students and International Students Club members

Date(s): February 6, 2012

Department: International Student Program

Purpose: To welcome back new and continuing international students & International Students Club members

Cost/purpose/funding source: \$100 for food and beverages from International Student Program funds.

Subject **7.03 OCC - Special Projects**
Meeting Feb 1, 2012 - Regular Meeting
Category 7. Authorization for Special Projects
Access Public
Type Consent

V-Day, a student-directed production

Date: Feb.10-17,2012

Location: OCC Drama Studio Theatre

Department: Visual and Performing Arts/ Theatre

Purpose: Student and Community Outreach.

Cost/Purpose/Funding: Cost \$500. Expenses to be paid from ASOCC and ancillary funds. Admission: \$5-7; all proceeds go to Laura's House, an Orange County women's shelter.

Final Countdown, a student-directed production

Date: March 17-18, 2012

Location: OCC Drama Studio Theatre

Department: Visual and Performing Arts/Theatre

Purpose: Student and Community Outreach.

Cost/Purpose/Funding: Cost \$500. Expenses to be paid from ASOCC and ancillary funds. Admission: \$5-7

Banff Radical Reels Film Festival

Date: March 21, 2012

Department: Foundation and Library

Purpose: fund raiser for Friends of the Library

Cost/Purpose/Funding: Total Amount \$2,500; from proceeds

Friends of the Library Book Sale

Date: April 24, 2012

Department: Foundation and Library

Purpose: fund raiser for the Friends of the Library

Cost/purpose/funding: Total Amount \$500; from Foundation Funds

Belle of the Ball

Date: March 24, 2012

Department: Foundation

Purpose: Community outreach with Girls Inc., Orangewood Children's Foundation and Women Helping Women

Cost/Purpose/Funding: Total Amount \$2,000 from Foundation funds

Math Meet

Date: March 16, 2012

Department: Foundation and Math & Sciences

Purpose: Competition for Orange County High School students, faculty and counselors

Cost/Purpose/Funding: Total Amount \$4,000 from Foundation funds

I'm A Frayed Knot, mixed media/fiber group exhibit

Date: February 2, 2012 through April 1, 2012 Opening reception: February 11, 2012 6-10pm.

Department: Frank M. Doyle Arts Pavilion/ Visual and Performing Arts

Purpose: Art exhibit, installation, printing, moving art, reception, catering, music, misc.supplies, installation, art lecture.

Cost/Purpose/Funding Source: Total expenses of \$1,000 paid from ASOCC funds

Month of Photography Exhibit

Date: April 1, 2012 through May 10, 2012 Opening reception and lecture: April 7, 4-10 pm.

Department: Frank M. Doyle Arts Pavilion/ Visual and Performing Arts

Purpose: Art exhibit, installation, printing, moving art, reception, catering, misc. supplies

Cost/Purpose/Funding Source: Total expenses of \$1,000 to be paid from ASOCC funds.

High School Counselors' Breakfast

Date: February 24, 2012

Department: Counseling

Purpose: High School Outreach

Cost/Funding: to an amount totaling \$3,500 to be paid from ASOCC Funds

Family Night at Pretend City

Date: February 8, 2012

Location: Pretend City, Irvine California

Department: Early Childhood Lab School

Purpose: Student and Community Outreach.

Cost/Purpose/Funding: cost \$1,000 to be paid from ancillary, program and foundation funds

8. Authorization to Apply for Funded Programs

Subject	8.01 GWC - Authorization to Apply for Funded Programs
Meeting	Feb 1, 2012 - Regular Meeting
Category	8. Authorization to Apply for Funded Programs
Access	Public
Type	Consent

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

Golden West College applied for the California State University Chancellor's Office grant titled "Give Students a Compass, Phase II" on behalf of the Coast Community College District. The purpose of this grant and its sub-grant project is to engage Coast Community College District faculty with California State University Fullerton faculty to learn service-learning pedagogy and to design service-learning curriculum. Coast Community College District will recruit three faculty members as leaders on this project to encourage their colleagues to learn about curriculum based service learning courses. Three faculty leaders will attend the "Engaged from the Start" conference held at California State University Los Angeles, February 13 and 14th. Faculty leaders will invite Coast Community College District faculty to attend three meetings with CSU faculty to learn about service-learning.

Fiscal Impact: The grant award is \$10,000, funds to be paid directly from California State University Chancellor's Office to California State University Fullerton. The grant award is from January 30, 2012 through May 27, 2012. CSU Fullerton is the primary grant administrator for funds to be dispersed to three Coast Community College District faculty for conference related fees and stipends. Funds will be provided to host three meetings at Coast Community College District Office. There are no matching funds required.

9. Authorization to Enter Into Standard Telecourse Agreements

Subject **9.01 CCC - Authorization to Enter Into Standard Telecourse Agreements**
Meeting **Feb 1, 2012 - Regular Meeting**
Category **9. 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.

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

Nassau Community College (NY)

Term of Agreement: January 23, 2012 – January 22, 2015

Portland Community College (OR)

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

CYCLES OF LIFE: EXPLORING BIOLOGY

Rogue Community College (OR)

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

PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN

Portland Community College (OR)

Term of Agreement: January 1, 2012 – December 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 \(110 KB\)](#)

Subject	10.01 OCC - Clinical Contracts
Meeting	Feb 1, 2012 - Regular Meeting
Category	10. Approval of Clinical Contracts
Access	Public
Type	Consent

NEW

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.

[ABC Unified SD-OCC Agreement 2011-03-23.pdf \(21 KB\)](#)

11. Approval of Addendum

Subject	11.01 DIS - Approval of Addendum
Meeting	Feb 1, 2012 - Regular Meeting
Category	11. Approval of Addendum
Access	Public
Type	Consent

Approval of Second Addendum to Agreement for Audit Services between Vasquez & Company, LLP and Coast Community College District

After review by District General Counsel, it is recommended by the Vice Chancellor of Administrative Services that the Board approve the second addendum to the Agreement for Audit Services between Vasquez & Company, LLP and the Coast Community College District. This addendum is to include the preparation of a formal tax opinion letter for the District and The Enterprise Corp. for the 2011/2012 fiscal year.

The Board President, or designee, is authorized to sign the Addendum and any related documents, indicating approval by the Board of Trustees (see Attachment #5).

Fiscal Impact: \$5,000 (General Fund)

File Attachments

[Vasquez Addendum.pdf \(26 KB\)](#)

12. Approval of Standard Agreements

Subject	12.01 GWC - Standard Internship Agreement
Meeting	Feb 1, 2012 - Regular Meeting
Category	12. Approval of Standard Agreements
Access	Public
Type	Consent

Approve Standard Internship Agreement

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

Intern/Institution: CSU, Fullerton (Student Being Placed: Kayla T. Nguyen)

Scope: Assist in planning, coordination, execution, and evaluation of events and activities sponsored by the Intercultural Program.

Department: Student Activities/Intercultural Program

Term: February 2 – May 31, 2012

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

13. Authorization for Purchase of Institutional Memberships

Subject **13.01 OCC - Institutional Memberships**
Meeting **Feb 1, 2012 - Regular Meeting**
Category **13. Authorization for Purchase of Institutional Memberships**
Access **Public**
Type **Consent**

RENEWAL

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

Term of Membership: 2011-2012 Academic Year

Cost: \$3,965.60

Purpose: This is a statewide association of Academic Senate Representatives. The elected representatives meet throughout the year to discuss academic and professional matters under the 10+1 affecting the faculty at Orange Coast College.

14. Authorization for Sailing Program

Subject **14.01 OCC - Sailing Program**
Meeting **Feb 1, 2012 - Regular Meeting**
Category **14. Authorization for Sailing Program**
Access **Public**
Type **Closed Session**

The following non-credit classes will be offered by the Marine Programs Office during the period of February 2, 2012 - June 30, 2012. The presenters will be paid at a fixed rate or percentage of income based on actual enrollment. Instructor fees will be charged against individual ticket budget numbers and paid from Sailing Center funds (P)=percentage and (F)=flat rate

NEW BOARD ITEMS

PROFESSIONAL EXPERTS

Employee: Mitchel Newton Allison

Professional Services: to perform specialized marine maintenance and repair on sailing center boats, facilities and donations to the program

Schedule: to be determined based on program needs

Rate: \$15 per hour

Funding Source: to be paid an amount not to exceed \$2,000 from Sailing Center Funds.

Contract Dates: work to be performed between February 2, 2012 - June 30, 2012

15. Personnel Items

Subject **15.01 District**
Meeting Feb 1, 2012 - Regular Meeting
Category 15. Personnel Items
Access Public
Type Discussion

- a. Authorization for Leaves of Absence
- b. Authorization for Changes in Salary Schedules
- c. Authorization for Professional Experts

File Attachments

[Open.pdf \(10 KB\)](#)

PERSONNEL ITEMS

a. Authorization for Leaves of Absence

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

Faculty

Luckring, Eve, OCC, Instructor, 20% leave of absence without pay for the period 01/30/12 to 05/27/12 for personal reasons.

b. Authorization for Changes in Salary Schedules

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

Classification

<u>Classified Hourly</u>	<u>Range</u>	<u>Rate</u>	<u>Changes</u>
SSA/WEX Program*	H-WEX	\$8.00	Add to salary schedule effective 02/02/12

*New rate added per contract between the Orange County One Stop Center and the Social Services Agency to provide work experience (WEX) training.

c. Authorization for Professional Experts

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

Atkins, Courtney A., CCC, to assist with curriculum development/modification and consulting additional instructors, for the period 02/02/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 0.6 units per week for 20 weeks, compensation to be \$1,200.00, funding source is Ancillary Funded Project.

16. Authorization for Independent Contractors

Subject **16.01 CCC – Independent Contractors**
Meeting **Feb 1, 2012 - 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: Gibraltar Associates, Inc.

Services: Review of online production version of lessons for the Physical Geology course.

Payment Schedule/Compensation: Two lessons @\$200/lesson for a total contract of \$400.

Term of Agreement: February 2, 2012 – June 30, 2012

Source of Funding: ISD Ancillary Publications funds

IC Name: McCulloh, Douglas Foster

Services: Guest lecturer on "Taking Pictures" for the "Photo +Plus" exhibit.

Payment Schedule/Compensation: One payment of \$150 at the conclusion of lecture and upon receipt of invoice.

Term of Agreement: February 23, 2012

Source of Funding: Budgeted, ancillary funds

**REVISION TO PREVIOUS BOARD ACTION
\$10,000 AND OVER**

IC Name: McDermott, Virginia

Services: Review of textbook 1 first drafts, review of textbook 2 chapters, and final course review.

Payment Schedule/Compensation: Review seven Textbook 1 first draft chapters @\$100/chapter; review seven Textbook 2 chapters @ \$300/chapter; comprehensively review all 14 online lessons @ \$500 completed for a total revised contract of \$15,700. (Revision is to increase assignment and contract total by \$3,300.)

Term of Agreement: February 2, 2012 – June 30, 2012

Source of Funding: ISD Ancillary funds for Online Public Speaking course.

Subject **16.02 GWC - Independent Contractors**
Meeting **Feb 1, 2012 - 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: Mumm, Robert

Services: Lighting Design services for GWC theater performances

Payment Schedule/Compensation: \$1,200 to be paid per invoice upon completion

Term of Agreement: February 2 – May 10, 2012

Source of Funding: Theater Income and ASB funds

Subject **16.03 OCC - Independent Contractors**
Meeting Feb 1, 2012 - 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. Gary Stickel

Date: April 6, 2012

Services: provide a play on Homer's Odyssey for Professor Irini Rickerson

Payment Schedule/Compensation: To be paid \$700 when play is completed from proceeds collected and Foundation funds.

IC Name: Lance Segars

Date: February 2 - June 30, 2012

Services: evaluation of the High Risk Alcohol Prevention Grant awarded to OCC Health Center

Payment Schedule/Compensation: to be paid \$6,000 at receipt of invoice to be paid from grant funds

IC Name: Richard McGaffigan

Date: February 2 - June 30, 2012

Services: evaluation of the High Risk Alcohol Prevention Grant awarded to OCC Health Center

Payment Schedule/Compensation: to be paid \$9,000 at receipt of invoice to be paid from grant funds

17. Authorization for Professional Development Program

Subject **17.01 DIS - Authorization for Professional Development**
Meeting Feb 1, 2012 - Regular Meeting
Category 17. Authorization for Professional Development Program
Access Public
Type Consent

OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Seminar	Date	Amount
Allen Nguyen Lab Instructional Assistant GWC	ENG 337 Technology English Classroom ENG 317 Technical Communication CLULB	1/23/12 – 05/11/12 1/23/12 – 05/11/12	\$1971.00
Stephanie Phonsiri Staff Aide OCC	MGMT 697 Strategy Capstone BUAD 610 Contexts for Contemporary Business University of Redlands	01/14/12 – 03/03/12 03/08/12 – 04/26/12	\$3,250.00
Stephani Rogers Military Technician III CCC	MKTG A110 Professional Selling OCC	01/30/12 – 05/27/12	\$150.00
Cristina Arellano EOPS Outreach Technician CCC	BMGT 302 Adult Development & Learning Assessment Azusa Pacific University	11/09/11 – 12/14/12	\$933.69
Ashley Graves Military Contract ED Tech CCC	ART 2 Art & Civilization	01/09/12 – 05/22/12	\$390.00
Paula Coker Foundation Staff Assistant CCC	SRV425 Event, Meeting, & Conference Management Ashford University	01/17/12 – 02/20/12	\$1,242.36
Sheryl Area Administrative Assistant to VP OCC	MGMT 456.8 Leading Successful Organization Change MGMT 452.1 Human Resources and the Law UCI	01/09/12 – 03/25/12 01/03/12 – 03/25/12	\$1,500.00
Maria Mai A&R Specialist CCC	L7451 Leading Through and Beyond Change Argosy University	03/01/12 – 04/21/12	\$906.20
Rebecca Ogaz HR Analyst OCC	PF613 Psychopathology PF617 Diagnostic & Clinical Interviewing PF710 Intellectual Assessment PF745 Research Methods PF746 Statistics I Chicago School of Psychology	08/29/11 – 12/10/11	\$3,250.00

OPTION III: RELEASED TIME

Name	Course/Seminar	Date	Amount
Annette Trujillo Accounting Technician DIST	HIST A161 World History OCC	1/30/12 – 5/27/12	\$1,750.00

18. Approval of Purchase Orders

Subject **18.01 DIS - Purchase Orders**
Meeting **Feb 1, 2012 - Regular Meeting**
Category **18. Approval of Purchase Orders**
Access **Public**
Type **Consent**

File Attachments

[Final PO Board List.pdf \(9 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0326187	Commvault Systems Inc Annual software service maintenance agreement for District-wide licenses	DIS	5638	56,336.26
P0326152	Systems Technology Associates Inc SMA for Hewlett Packard server	DIS	5638	47,490.00
P0326166	Fairbank Maslin Maullin Metz & Associates Inc RFP # 1999 - Public Opinion Research & Polling Services. Board Date: 01/18/12	DIS	5899	39,000.00
P0326169	Greenwood & Hall Open PO for Federal direct loan default prevention services. Board date: 07/20/11	OCC	5899	10,000.00
P0326153	Dell Higher Education	GWC	6412	5,700.22
P0326157	Amico Scientific Corp	OCC	4312	5,101.10
P0326141	Home Depot	OCC	4312	5,000.00
P0326184	3M Co	OCC	5638	3,284.00
P0326149	Clarks Auto	GWC	4312	3,000.00
P0326156	Galls Inc	GWC	4312	3,000.00
P0326139	Community College League of Calif	OCC	5699	2,990.00
P0326146	Stater Bros Markets	OCC	4312	2,900.00
P0326154	Automated Power Technologies	GWC	5899	2,788.50
P0326177	Oracle Corp	DIS	5638	2,569.85
P0326176	SCEC	DIS	5899	2,500.00
P0326170	Keywest Technology Inc	OCC	6412	2,424.68
P0326158	Freestyle Photographic Supplies	GWC	4312	2,250.00
P0326167	Dell Higher Education	OCC	6412	2,127.60
P0326175	Benner Metals Corp	OCC	4312	2,000.00
P0326163	Sehi Computer Products Inc	CCC	4312	1,557.31
P0326145	Automatic Boiler Co	GWC	5899	1,440.00
P0326174	Mandego Apparel	OCC	4312	1,407.82
P0326162	Psychological Assessment Resources Inc	GWC	4312	1,306.80
P0326178	Amico Scientific Corp	OCC	4312	1,159.08
P0326140	Taubenpost Inc	OCC	5899	1,000.00
P0326148	Apple Computer Inc	DIS	4315	936.35
P0326168	Tangram	OCC	4312	935.03
P0326150	CDWG	DIS	4315	917.90
P0326151	Sehi Computer Products Inc	DIS	4315	907.86
P0326182	Amico Scientific Corp	OCC	4312	600.21
P0326143	Sehi Computer Products Inc	GWC	4315	594.75
P0326155	Walters Wholesale Electric Co	DIS	5665	527.20
P0326161	JIST Publishing	GWC	4285	424.48
P0326181	Indigo Instruments	OCC	4312	417.74
P0326159	Art Supply Warehouse	GWC	4312	410.00
P0326165	Baker & Taylor	GWC	6301	407.61
P0326185	HB Chamber of Commerce	DIS	5320	319.00
P0326142	Office Depot	GWC	4312	290.99
P0326171	Other World Computing	OCC	4315	248.78
P0326160	Finney Co	GWC	4285	186.11

Purchase Orders

P0326172	GovConnection Inc	DIS	4315	180.99
P0326180	Amico Scientific Corp	OCC	4312	168.87
P0326173	Learning Forward	DIS	4312	102.36
P0326164	Baker & Taylor	GWC	6301	67.89
P0326144	Office Depot	GWC	4312	51.80
P0326179	Triarch Inc	OCC	4312	48.75
P0326147	Amazon.com	DIS	4285	28.63
P0326186	Amazon.com	DIS	4312	28.33
	Total			<u>\$217,134.85</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 Feb 1, 2012 - Regular Meeting
Category 19. Ratification / Approval of Checks
Access Public
Type Consent

File Attachments

[Check Approval 2-1-12.pdf \(157 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
0164243	CCC Contract Education Military Fee Reconciliation	1,071,101.13
0164709	UnitedHealthcare of California Medical Premiums	616,426.55
0164706	Medco Health Solutions Inc Medical Prescription Claims	312,577.02
0164705	Kaiser Foundation Health Plan Inc Medical Premiums	296,548.12
0164484	Medco Health Solutions Inc Medical Prescription Claims	289,130.00
0164581	ACSIG Dental / Edge Dental Claims	239,271.30
0164293	OCC Associated Students College Service Fees	192,298.16
0164670	Coast Community College Dist Medical Claims	171,051.05
0164328	Coast Community College Dist Medical Claims	170,022.08
0164331	Medco Health Solutions Inc Medical Prescription Claims	154,079.68
0164599	Elavon December 2011 merchant fees	89,989.39
0164662	Dennison Electric Inc Bid 1992 Newport Beach Learning Center	87,008.00
0164404	WestEd Services for SB70 Evaluation Grant	83,328.54
0164230	Accuvant Annual SMA for Fortigate External UTM's	63,617.93
0164297	Pacific Blue Micro Cisco wireless network for Coastline	51,371.02
0164234	Avalon Center at Garden Grove Lease payment for One Stop Center, Westminster	48,443.35
0164660	Anderson Charnesky Structural Steel Inc Bid 1992 Newport Beach Learning Center	47,438.00
0164665	PK Mechanical Systems Inc Bid 1992 Newport Beach Learning Center	45,564.00
0164418	AACC Membership renewal for CCC, OCC, GWC and DIST	35,980.00
0164316	Vasquez & Co LLP 210-2011 Audit Fees	31,000.00
0164329	Delta Health Systems Medical Administrative Fees	28,200.00
0164578	Xerox Corp Copier lease payment for OCC Student	27,681.45

0164664	Link-Nilsen Corp	26,595.00
	Bid 1992 Newport Beach Learning Center	
0164388	SunGard Higher Education Inc	24,480.00
0164503	Atkinson Andelson Loya Ruud & Romo	24,128.32
0164432	DLT Solutions Inc	19,260.00
0164311	Synegi Inc	19,116.00
0164390	The Gas Co	18,001.79
0164268	Glorria Morrison & Assoc Inc	18,000.00
0164327	Anthem Blue Cross	17,124.00
0164347	CCCD Student Refunds	16,680.65
0164698	Susan Woolley	15,406.25
0164255	CSUF	15,391.00
0164511	CCCD Student Refunds	15,190.00
0164620	Pitney Bowes Reserve Account	15,000.00
0164368	OC Treasurer-Tax Collector	14,349.00
0164475	Trend Offset Printing	13,957.10
0164373	Pacific Blue Micro	13,163.00
0164650	Xerox Corp	11,607.21
0164645	US Treasury	11,448.23
0164563	The Gas Co	11,223.77
0164430	Constellation NewEnergy Inc	9,904.75
0164663	Dennison Electric Inc	9,669.00
0164450	Oracle America Inc	9,247.69
0164669	TruGreen	9,219.10
0164514	City of Huntington Beach	9,130.81
0164310	SunGard Higher Education Inc	8,700.09
0164562	The Gas Co	7,941.98
0164536	Lynberg & Watkins	7,452.23
0164405	World-Wide Fire Inc	7,315.00
0164594	Collegenet Inc	6,995.00
0164687	Mesa Consolidated Water Dist	6,758.25
0164406	Xerox Corp	6,652.56
0164315	Townsend Public Affairs Inc	6,550.00
0164666	Superior Wall Systems Inc	6,210.00
0164360	Keenan & Associates	6,000.00
0164323	World-Wide Fire Inc	5,930.72
0164386	Southern Calif Edison Co	5,831.66
0164307	Southern Calif Edison Co	5,813.42
0164463	RJ's Coaching & Consulting	5,750.00
0164661	Anderson Charnesky Structural Steel Inc	5,271.00
0164361	McBain Instruments	5,095.52
0164429	Community College League of Calif	5,000.00
0164557	Southern Calif Edison Co	4,963.35
0164707	Reliastar Life Insurance Co	4,921.46
0164708	Reliastar Life Insurance Co	4,921.46
0164379	Raubolt Consulting Services Inc	4,800.00

0164552	Raubolt Consulting Services Inc	4,800.00
0164611	KK Termite Inc	4,775.00
0164638	Smith Pipe & Supply Inc	4,511.17
0164642	Terremark North America Inc	4,235.00
0164247	Coast Community College Dist	4,208.00
0164277	HRMS Inc	4,000.00
0164436	HRMS Inc	4,000.00
0164438	Jackstin	4,000.00
0164357	ii Fuels, Inc	3,853.88
0164622	Provisio LLC	3,800.00
0164408	OCC Food Services	3,733.40
0164606	ii Fuels, Inc	3,669.37
0164632	Sea Clear Pools Inc	3,400.00
0164587	Ascent Elevator Services	3,290.00
0164424	Business Office Solutions	3,273.35
0164447	Tijai Nguyen	3,250.00
0164465	Lim Schramm	3,250.00
0164481	Waxie Sanitary Supply	3,229.44
0164294	OCE'	3,128.93
0164595	CR & R Inc	3,124.54
0164541	OCE'	3,108.64
0164519	Employment Matters Counselling & Consulting	3,075.00
0164592	Caston Office Solutions	3,051.48
0164668	Tremco Inc	3,040.00
0164515	Community College League of Calif	2,990.00
0164351	CPP Inc	2,955.00
0164356	Gale Group Inc	2,918.69
0164302	ProEducation Solutions LLC	2,857.50
0164254	CR & R Inc	2,822.96
0164512	CCCD-Cash Clearing	2,814.33
0164627	Quality Fence Co Inc	2,808.00
0164673	Medco Health Solutions Inc	2,774.23
0164667	ThyssenKrupp Elevator Corp	2,774.00
0164286	Mr B's Lawnmower & Saw Shop	2,632.86
0164675	CDWG	2,612.81
0164582	CCCD Workers Comp Trust Fund	2,466.50
0164531	ii Fuels, Inc	2,432.90
0164280	LiNKS Sign Language & Interpreting Services	2,381.50
0164672	Kaiser Foundation Health Plan Inc	2,379.59
0164367	OC Fire Protection Inc	2,360.00
0164499	AT & T	2,343.25
0164464	Rod Blythe Investigations	2,290.25
0164575	David Whyte	2,052.00
0164319	Vicenti Lloyd & Stutzman LLP	2,000.00
0164584	Agriserve Pest Control	2,000.00
0164245	City of Fountain Valley	1,973.92

0164239	Business Office Solutions	1,962.41
0164359	Keenan & Associates	1,920.05
0164324	YCCD	1,900.00
0164393	Time Warner Cable	1,880.00
0164674	Besam Entrance Solutions	1,877.73
0164456	Print Manager Inc	1,840.00
0164572	Verizon Wireless	1,805.92
0164609	Joint Review Commmittee/Ed Rad Tech	1,800.00
0164403	Verizon Wireless	1,797.80
0164521	David Fuller	1,785.00
0164618	Office Depot	1,772.98
0164276	Home Depot	1,729.11
0164378	Quick Caption	1,681.50
0164615	Nextel Communications	1,674.91
0164489	Cristina Arellano	1,660.00
0164469	SurveyMonkey.com	1,650.00
0164491	AT & T	1,636.27
0164397	Transportation Charter Services Inc	1,600.00
0164683	Irvine Pipe & Supply	1,586.75
0164435	Follett Higher Education Group Inc #1094	1,564.57
0164270	Grainger	1,474.50
0164471	The Gas Co	1,417.94
0164375	Phoenix Group Info Systems	1,368.35
0164691	Netop	1,362.40
0164696	Spicers Paper Inc	1,346.88
0164520	Fisher Scientific	1,324.67
0164253	Constellation NewEnergy Inc	1,317.19
0164272	GWC Food Services	1,288.69
0164248	Coast Community College Dist	1,276.00
0164457	ProEducation Solutions LLC	1,267.50
0164492	AT & T	1,250.20
0164538	MT Walker Co	1,236.55
0164427	City of Garden Grove	1,230.53
0164336	Altaware Inc	1,200.00
0164440	MailFinance Inc	1,148.06
0164285	Conrad Moreno	1,134.88
0164244	Chem Pro Laboratory Inc	1,124.00
0164298	Martha Parham	1,114.63
0164387	State Board of Equalization	1,108.00
0164240	Cal-Olympic Safety	1,098.87
0164260	Facilities Protection Systems	1,098.00
0164634	Sesac Inc	1,096.50
0164271	Graybar Electric	1,091.40
0164529	Home Depot	1,064.49
0164502	AT & T	1,059.78
0164537	MailFinance Inc	1,025.99

0164348	Cerritos Franchise Inc	1,000.00
0164381	Rutan & Tucker LLP	985.00
0164630	SC Signs & Supplies LLC	970.29
0164528	Hardy Diagnostics	963.46
0164400	Verizon Wireless	944.18
0164394	Time Warner Cable	940.00
0164263	Follett Higher Education Group Inc #1094	929.06
0164366	Nguoi Viet News Inc	924.80
0164567	UPS Protection Inc	922.00
0164678	Daniel Exley	900.00
0164442	Marina Landscape Inc	895.00
0164598	Dunn-Edwards Corp	878.53
0164343	Business Office Solutions	875.69
0164649	Western Graphics Plus	845.80
0164647	VWR Int'l Inc	845.79
0164350	City of Fountain Valley	839.04
0164441	Katherine Marasigan	837.83
0164402	Verizon Wireless	833.13
0164377	Provantage Corp	814.43
0164628	Refrigeration Supplies Distrib	798.37
0164605	Home Depot	766.38
0164335	Allied Refrigeration Inc	761.05
0164454	Omid Pourzanjani	755.00
0164417	CCCD Workers Comp Trust Fund	742.01
0164483	Medco Health Solutions Inc	740.04
0164527	Halo Branded Solutions	738.96
0164704	CCCD Workers Comp Trust Fund	728.49
0164265	Forestry Suppliers Inc	724.53
0164443	Rachel Martinez	720.00
0164565	Thomson West	713.10
0164583	ACCT	681.00
0164344	Calif Tool Welding Supply	680.57
0164539	Newport-Mesa Unified Sch Dist	677.86
0164284	Minuteman Plumbing & Drains	660.00
0164472	The Gas Co	650.47
0164399	Verizon California	648.39
0164423	Baker & Taylor	628.28
0164671	Delta Health Systems	625.00
0164241	Calif Chamber of Commerce	610.59
0164607	Iron Mountain	608.61
0164322	Waxie Sanitary Supply	600.05
0164420	Agriserve Pest Control	600.00
0164229	ACCT	587.00
0164401	Verizon Wireless	581.49
0164542	Office Depot	578.83
0164421	B & H Photo-Video	575.30

0164385	Siemens Industry Inc	573.33
0164330	First Health	564.00
0164603	GovConnection Inc	561.30
0164540	Nextel Communications	560.61
0164697	VWR Int'l Inc	553.63
0164523	Grainger	542.19
0164635	Sims-Orange Welding Supply Inc	542.03
0164524	Graybar Electric	539.59
0164279	Janelle Leighton	527.33
0164340	AVR Van Rental Solutions	519.62
0164553	Rhino Electric Supply	513.43
0164551	Quartermaster OC	496.40
0164558	Springdale Ace Hardware	486.80
0164292	OCC Ancillary #1000-24750-5120	480.00
0164517	CR & R Inc	473.52
0164522	Garden Grove Unified Schools	473.37
0164488	Amtech Elevator Services	468.22
0164574	Waxie Sanitary Supply	467.88
0164680	Great Western Sanitary Supply	463.96
0164389	T-Mobile USA	455.28
0164533	Anna Katsuki	452.89
0164288	NCMPR	450.00
0164238	Adrienne Burton	443.19
0164267	Ganahl Lumber Co	441.45
0164262	Fisher Scientific	431.49
0164320	VWR Int'l Inc	430.23
0164364	MSC Industrial Supply Co	426.05
0164648	Web Active Directory LLC	416.00
0164299	Diep Pham	399.60
0164249	Community College League of Calif	395.00
0164251	Community College League of Calif	395.00
0164585	Amico Scientific Corp	391.99
0164513	Chem Pro Laboratory Inc	388.00
0164621	Plastic Sales Southern Inc	387.90
0164593	Clark Security Products Inc	382.40
0164676	City of Garden Grove	374.13
0164333	Aircraft Spruce & Specialty Co	372.75
0164550	Psychological Solutions Inc Deborah Silveria	371.00
0164446	Melissa Moser	370.82
0164363	Mesa Consolidated Water Dist	368.35
0164470	Texas Instruments Inc	365.57
0164641	SunGard Higher Education Inc	360.00
0164445	Melissa Moser	342.63
0164532	Iron Mountain Records Mgmt	340.80
0164256	Dream Maker Publishing	335.56
0164699	Xerox Corp	318.99

0164530	Nga Thi Hong	310.82
0164269	Go With Jo Travel	310.00
0164304	Amy Rangel	304.14
0164535	Andrea Lawson	300.00
0164506	Brink's Inc	299.25
0164591	BJ Bindery Inc	296.89
0164250	Community College League of Calif	295.00
0164419	Accurate Termite & Pest Control	290.00
0164342	Baker & Taylor	289.60
0164365	Newport-Mesa Unified Sch Dist	285.00
0164451	Pitney Bowes Inc	281.77
0164313	The Gas Co	277.10
0164341	B & P Services Inc	275.86
0164345	Caltine Metals	273.69
0164301	Prince Enterprises Inc	272.22
0164474	Kathie Tran	270.26
0164497	AT & T	268.10
0164407	Home Depot	265.72
0164685	mac guys	262.40
0164559	Staples Advantage	261.21
0164482	Xerox Corp	257.83
0164460	Public Economics Inc	255.36
0164448	OCC Cafeteria #200-5245-0000	253.06
0164281	mac guys	250.55
0164694	Sehi Computer Products Inc	250.26
0164433	EEDEC	250.00
0164452	Steven Popovich	250.00
0164453	Steven Popovich	250.00
0164449	Office Depot	249.21
0164602	Ganahl Lumber Co	246.80
0164353	Dell Higher Education	242.03
0164369	OCC Petty Cash	238.95
0164321	Ward's Natural Science	233.35
0164358	Iron Mountain	232.16
0164383	Security Signal Devices	229.60
0164425	Denise Cabanel-Bleuer	215.36
0164295	Office Depot	214.37
0164303	Quartermaster OC	214.26
0164579	Susan Bierlich	214.04
0164644	Unisource Worldwide Inc	212.70
0164282	Main Electric Supply Co	210.91
0164355	Federal Express Corp	210.01
0164467	Siemens Industry Inc	207.26
0164651	Stater Bros Markets	207.14
0164604	Grainger	206.25
0164337	Christina Amaral	202.76

0164228	Aardvark Clay Supply	202.19
0164291	OC Business Council	200.00
0164616	OC Business Council	200.00
0164534	Kelly Paper	197.67
0164409	Orkin Commercial Services	196.00
0164612	LEAP	195.00
0164613	LEAP	195.00
0164614	LEAP	195.00
0164640	Staples Advantage	186.47
0164261	Federal Express Corp	186.26
0164258	Eberhard Equipment Inc	184.49
0164597	Dell Higher Education	184.23
0164485	Accurate Termite & Pest Control	184.00
0164681	Hardy Diagnostics	183.95
0164564	Thomson Reuters/Barclays	182.90
0164232	Alan's Lawnmower & Garden Ctr Inc	180.80
0164382	Sargent-Welch	178.85
0164700	Home Depot	175.96
0164458	Prudential Overall Supply Co	175.19
0164459	Prudential Overall Supply Co	175.19
0164283	Marina Landscape Inc	174.00
0164312	Amy Thach	173.72
0164619	Orange Coast Auto Repair	171.34
0164610	Kelly Paper	167.71
0164392	Thomson West	166.25
0164275	Rumi Hashimoto	165.39
0164352	Dahlstrom & Co Inc	165.00
0164372	Orkin Commercial Services	162.00
0164561	Suburban Water Systems	161.63
0164431	CR & R Inc	157.83
0164444	Meixler Technologies Inc	155.40
0164325	Smart & Final Stores LLC	154.14
0164437	Iron Mountain Records Mgmt	153.92
0164473	The Shredders	152.00
0164237	Buddy's All-Star Inc	150.31
0164590	Bee Busters Inc	150.00
0164318	Verizon Wireless	145.11
0164507	Brodart Co	139.07
0164693	Office Depot	137.38
0164690	Nat'l Document Solutions	136.79
0164461	Pyro-Comm Systems Inc	135.00
0164695	Southland Medical Corp	133.88
0164290	Mary O'Connor	133.20
0164354	Dish Network Chicago	133.04
0164289	Newport Exterminating	127.50
0164266	Fry's Electronics	126.51

0164608	Johnstone Supply	124.55
0164370	Omaha Airplane Supply	124.06
0164317	Verizon Wireless	122.88
0164338	ARS Enterprises	120.13
0164391	The Shredders	116.00
0164518	Demco Inc	109.07
0164571	Verizon California	108.82
0164252	Consolidated Electrical Distributors	107.81
0164588	Baker & Taylor	105.85
0164434	Eversoft	105.80
0164398	Verizon California	105.41
0164566	Toshiba Business Solutions	104.73
0164525	Denia Guillen	101.51
0164439	Key Scientific Products	101.03
0164689	NALEO Membership Services	100.00
0164479	Verizon California	99.53
0164556	Siemens Industry Inc	98.20
0164314	Toshiba Business Solutions	95.34
0164480	VWR Int'l Inc	94.38
0164259	Ewing Irrigation Products Inc	91.01
0164308	Spicers Paper Inc	90.00
0164580	Stater Bros Markets	89.29
0164543	Pak West Paper & Packaging	83.51
0164643	Time Warner.Cable	82.94
0164346	Carbide Tool For Industry Inc	82.47
0164688	Mesa Golf Carts Inc	77.99
0164504	Lisa Becker	76.00
0164508	Tanya Brown	76.00
0164577	Frank Woodard	76.00
0164568	USA Mobility Inc	75.89
0164478	USA Mobility Inc	75.75
0164573	Jocelyn Wang	73.76
0164231	ADI	73.27
0164631	Penny Schibsted	73.26
0164505	Katherine Bent	72.00
0164455	Powertron Battery Co	70.56
0164334	Darian Aistrich	70.00
0164555	Security Signal Devices	68.00
0164339	AT & T	67.77
0164376	Pocket Nurse	67.75
0164242	Susana Castellanos-Gaona	67.63
0164296	Orkin Commercial Services	65.00
0164679	FishMax.Com LLC	65.00
0164235	Bear Communications Inc	64.51
0164589	Battery Systems Inc	64.06
0164677	Crown Ace Hardware	62.98

0164586	Aramark Uniform Services	59.95
0164384	Andreea Serban	59.94
0164466	Security Signal Devices	59.90
0164487	Amazon.com	58.74
0164686	Master Recording Supply Inc	56.03
0164305	Denise Sekins	55.50
0164633	Denise Sekins	54.20
0164428	City of Huntington Beach	52.96
0164554	Rutan & Tucker LLP	50.00
0164287	Darya Myers	49.76
0164639	Sparkletts	49.05
0164309	Staples Advantage	48.00
0164410	Smart & Final Stores LLC	45.96
0164300	Pitney Bowes Presort Services Inc	45.70
0164526	GWC Petty Cash	45.00
0164516	Constellation NewEnergy Inc	44.58
0164422	B & M Lawn & Garden Center	44.36
0164411	Xerox Corp	43.83
0164617	Oce' Imagistics Inc	43.21
0164560	Stater Bros Markets	40.46
0164273	GWC Petty Cash	40.40
0164468	Smardan Supply Co-Orange Coast	40.11
0164396	Time Warner Cable	38.52
0164498	AT & T	37.76
0164496	AT & T	37.25
0164684	Kelly Paper	36.05
0164274	GWC Student Activities #4031	36.00
0164349	Maryann Chang	35.23
0164362	McMaster-Carr	35.18
0164569	Verizon California	35.04
0164278	Andrea Lane	32.83
0164682	Home Depot	32.47
0164395	Time Warner Cable	32.16
0164509	Elizabeth Caluag	31.64
0164332	ABC Companies	29.91
0164646	USA Mobility Inc	29.63
0164374	Pacific Typewriter & Communications Inc	29.50
0164246	City of Newport Beach	27.50
0164601	Fisher Scientific	27.45
0164637	Smardan Supply Co-Orange Coast	26.77
0164570	Verizon California	26.00
0164233	Arrowhead Mountain Spring Water	25.34
0164236	Zhenghong Broyles	24.42
0164596	Crop Production Services Inc	24.42
0164306	SoCal Office Technologies Inc	24.31
0164486	Jessica Aguilera	24.00

0164477	USA Mobility Inc	22.45
0164624	Prudential Overall Supply Co	22.21
0164625	Prudential Overall Supply Co	22.21
0164626	Prudential Overall Supply Co	22.21
0164544	Prudential Overall Supply Co	21.96
0164546	Prudential Overall Supply Co	21.96
0164548	Prudential Overall Supply Co	21.96
0164380	Rhino Electric Supply	21.69
0164545	Prudential Overall Supply Co	20.93
0164547	Prudential Overall Supply Co	20.93
0164549	Prudential Overall Supply Co	20.93
0164636	Sims-Orange Welding Supply Inc	20.71
0164629	Rhino Electric Supply	20.35
0164692	Linda Newman	18.00
0164623	Prudential Overall Supply Co	17.73
0164426	Calif Tool Welding Supply	16.70
0164701	Stater Bros Markets	15.98
0164490	AT & T	15.89
0164264	Nancy Fong	13.90
0164510	CCC ISD	13.88
0164576	Jeffrey Wong	10.12
0164462	Regional Testing Center	10.00
0164257	Dunn-Edwards Corp	9.93
0164494	AT & T	6.35
0164600	Federal Express Corp	5.74
0164495	AT & T	5.54
0164500	AT & T	4.43
0164493	AT & T	3.76
0164501	AT & T	1.92
0164476	USA Mobility Inc	0.02

Total

\$ 4,939,836.74

20. Check List for General Obligation Bond Fund

Subject **20.01 DIS - General Obligation Bond Fund**
Meeting **Feb 1, 2012 - Regular Meeting**
Category **20. Check List for General Obligation Bond Fund**
Access **Public**
Type **Consent**

File Attachments

[Check Approval Bond 2-1-12.pdf \(11 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0164657	TB Penick & Sons Inc	1,130,538.00	420894
	CCC Newport Beach Learning Ctr Bid 1992		
0164702	CW Driver	148,072.00	420894
	CCC Newport Beach Learning Ctr		
0164658	TB Penick & Sons Inc	125,616.00	420894
	CCC Newport Beach Learning Ctr Bid 1992		
0164655	Mobile Modular Management Corp	23,623.12	420297
0164659	UCMI Inc	19,960.00	420894
0164416	Precision Floor Covering	13,615.00	420207
0164653	Doja Inc	13,328.00	420894
0164652	B & P Services Inc	3,160.00	420207
0164326	Tri-Anim Health Services	2,964.91	420207
0164703	Michael Brandman Assoc	2,940.75	420894
0164413	C2 Reprographics	1,152.82	420894
0164654	Merry X-Ray Corp	1,085.43	420207
0164656	ModSpace	754.26	420399
0164415	C2 Reprographics	188.78	420894
0164414	C2 Reprographics	126.77	420894
0164412	C2 Reprographics	43.10	420894
	Total	\$ 1,487,168.94	

21. Authorization for Special Payments

Subject	21.01 OCC - Special Payments
Meeting	Feb 1, 2012 - Regular Meeting
Category	21. Authorization for Special Payments
Access	Public
Type	Consent

It is recommended that authorization be given for the following special payments:

Payment of \$1,450 to the American Dietetic Association, Chicago, IL for the Nutrition Care/ Dietetic Technician Program at Orange Coast College for the fiscal year 2012-2013. This is required for accreditation.

Payment of \$750 for Program 2012-2013 Annual fees to the "Committee on Accreditation for Polysomnographic Technologists Education", Beverly, MA. This is required for the Polysomnographic Technology accreditation.

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 OCC - Authorization to Enter into an Agreement between the Coast Community College District (Orange Coast College) and the 32nd District Agricultural Association for Reciprocal Use of Parking Lots and the Use of the Pacific Amphitheatre for the Orange Coast College Commencement on May 23rd, 2012

Meeting Feb 1, 2012 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Authorization to Enter into an Agreement between the Coast Community College District (Orange Coast College) and the 32nd District Agricultural Association for Reciprocal Use of Parking Lots and the Use of the Pacific Amphitheatre for the Orange Coast College Commencement on May 23rd, 2012

After review by the college President and District General Counsel, it is recommended by the Chancellor that the Board enter into an interagency Agreement with the 32nd District Agricultural Association for the use of the Pacific Amphitheatre for the annual Orange Coast College Commencement. The set-up and event dates are May 21, 22, 23, 2012. This agreement also covers the use of the Fairgrounds Parking Lot "E" on the corner of Fairview and Arlington by Orange Coast College and the use of Parking Lots A, B, C, D, & E at Orange Coast College by the 32nd District Agricultural Association for overflow parking during specified year round events: April 22, 22, May 6, 26, 27 June 22, 23, 24 and July 13 through August 12 for the Annual Fair and September 15, 16, 22. The term of this agreement is for the 2012 calendar year. (See Attachment #6)

Fiscal Impact: None

File Attachments

[Agriculture contract.PDF \(250 KB\)](#)

Subject	22.02 DIS - Authorization to Enter into an Agreement with Stradling, Yocca, Carlson & Rauth for Bond Counsel for Potential 2012 General Obligation Bond Measure
Meeting	Feb 1, 2012 - Regular Meeting
Category	22. Approval of Agreements
Access	Public
Type	Discussion

Authorization to Enter into an Agreement with Stradling, Yocca, Carlson & Rauth for Bond Counsel for Potential 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 RFPs for services including Underwriter, Financial Advisor, Pollster, Political Strategist and Bond Counsel. This agenda item addresses the recommendation for appointing bond counsel.

An Internal Working Group (IWG) was formed to review proposals, interview candidate firms if necessary and recommend an action to the full board. This group consists of two members of the Board of Trustees, the Vice Chancellor of Administrative Services, the District Director of Public Affairs, Marketing and Government Relations, and the Senior Director of Facilities.

Internal Working Group Members:

- Trustee Jim Moreno, Board President
- Trustee Jerry Patterson
- Andy Dunn, Vice Chancellor, Administrative Services
- Jerry Marchbank, Senior Director, Facilities, Planning & Construction
- Martha Parham, District Director, Public Affairs, Marketing & Government Relations

2. Goal/Purpose

The purpose of this item is to communicate to the full Board of Trustees the recommendation from the Internal Working Group to name a bond counsel for the potential 2012 General Obligation bond measure.

3. Comments

In response to RFP #2002 (Bond Counsel Services) proposals were received from the following firms:

- Fulbright & Jaworski L.L.P.
- Stradling, Yocca, Carlson & Rauth
- Orrick, Herrington & Sutcliffe L.L.P.
- Hawkins, Delafield & Wood L.L.P.

On January 24, 2012, the Internal Working Group met to review the proposals. After thoughtful discussion, the IWG unanimously concluded that Stradling, Yocca, Carlson & Rauth are best qualified to provide bond counsel services.

4. Recommendation Statement

The Internal Work Group recommends that the Chancellor and District General Counsel be authorized to negotiate the Agreement with Stradling, Yocca, Carlson & Rauth for bond counsel, and to return the final Agreement for approval by the Board of Trustees on February 15, 2012.

5. Fiscal Review & Impact

Fees are paid only as a function of a successful election and the issuance(s) of bonds.

Subject **22.03 OCC - Approve Non-Standard Amendment to an Agreement between Credential Order Processing Services (COSPI) and the Coast Community College District for the Distribution of Parking Permits to Students**

Meeting Feb 1, 2012 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Amendment to an Agreement between Credential Order Processing Services (COPSI) and the Coast Community College District for the Distribution of Parking Permits to Students

Background: COPSI will provide students and other users the option of requesting parking permits electronically using Parking Plus(TM), an internet-based facility to support entry of orders and outsource production and mailing of permits. COPSI will make parking permit communication with the party that ordered the permit; provide personnel of institution with the ability to originate orders of permits; produce the permits on a timely basis and mail the permits on a timely basis. The service will be offered to students and others as an optional "convenience". COPSI will collect Institution's published parking permit fees and optionally a telephone operator assistance fee for orders placed with COPSI Customer Service staff using the COPSI toll-free service. (See Attachment #7)

Comments: Reviewed by Risk Services January 18, 2012

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to the existing Agreement between Credential Order Processing Services (COPSI) and the Coast Community College District for the distribution of parking permits to students. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees.

File Attachments

[Coast District Renewal.doc \(163 KB\)](#)

Subject **22.04 OCC - Approve Non-Standard Agreement between Richard McGaffigan, an Independent Contractor, and Coast Community College District, on behalf of Orange Coast College, for Provision of Evaluation Services on the Grant Funded by the Orange County Health Care Agency: Alcohol Prevention Services on Community College Campuses**

Meeting Feb 1, 2012 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between Richard McGaffigan, an Independent Contractor, and Coast Community College District, on behalf of Orange Coast College, for Provision of Evaluation Services on the Grant Funded by the Orange County Health Care Agency: Alcohol Prevention Services on Community College Campuses.

Background: The grant agreement between Orange County Health Care Agency (OCHCA) and Coast Community College District (CCCD) on behalf of OCC was signed on October 5, 2011. This agreement is required by the Orange County Health Care Agency when a grant-funded project sub-contracts a service.

Goal/Purpose: Richard McGaffigan, MSW, has professional expertise in research and evaluation of high-risk drinking prevention projects on college campuses, and will provide advice, design materials, and provide evaluation services to the project on the Orange Coast College campus. (See Attachment #8)

Comments: Reviewed by Risk Services.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between Richard McGaffigan and the Coast Community College District for the purpose of provision of evaluation services on the grant funded by the Orange County Health Care Agency: Alcohol Prevention Services on Community College Campuses. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Subcontract amount of \$9,000 for FY 11-12 to be paid from grant funds, at no expense to the district.

File Attachments

[Rick county subcontract\(CCCD final\).pdf \(74 KB\)](#)

Subject **22.05 DIS - Authorization to Enter into an Agreement with The Lew Edwards Group for Informational Campaign Consulting Services for Potential 2012 General Obligation Bond Measure**

Meeting Feb 1, 2012 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Authorization to Enter into an Agreement with The Lew Edwards Group for Informational Campaign Consulting Services for Potential 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 RFPs for services including Underwriter, Financial Advisor, Pollster, Political Strategist and Bond Counsel. This agenda item addresses the recommendation for appointing bond counsel.

An Internal Working Group (IWG) was formed to review proposals, interview candidate firms if necessary and recommend an action to the full board. This group consists of two members of the Board of Trustees, the Vice Chancellor of Administrative Services, the District Director of Public Affairs, Marketing and Government Relations and the Senior Director of Facilities.

Internal Working Group Members:

- Trustee Jim Moreno, Board President
- Trustee Jerry Patterson
- Andy Dunn, Vice Chancellor, Administrative Services
- Jerry Marchbank, Senior Director, Facilities, Planning & Construction
- Martha Parham, District Director, Public Affairs, Marketing & Government Relations

2. Goal/Purpose

The purpose of this item is to communicate to the full Board of Trustees the recommendation from the Internal Working Group to name an Informational Campaign Consultant for the potential 2012 General Obligation bond measure.

3. Comments

In response to RFP#2001 (Informational Campaign Consulting Services) proposals were received from the following firms:

- Tramutola, L.L.C.
- TBW&B Strategies
- William Berry Campaigns
- The Lew Edwards Group

On January 24, 2012, the Internal Working Group (IWG) met to review the proposals. After thoughtful discussion, the IWG unanimously concluded that the Lew Edwards Group is best qualified to provide campaign consulting services.

4. Recommendation Statement

The Internal Work Group recommends that the Chancellor and District General Counsel be authorized to negotiate the Agreement with the Lew Edwards Group for campaign consulting services, and to return the final Agreement for approval by the Board on February 15, 2012.

5. Fiscal Review & Impact

Fees will be paid through a combination of District and Auxiliary resources.

Subject **22.06 OCC - Approve Non-Standard Agreement between Lance Segars, an Independent Contractor, and Coast Community College District, on behalf of Orange Coast College, for Provision of Evaluation Services on the Grant Funded by the Orange County Health Care Agency: Alcohol Prevention Services on Community College Campuses**

Meeting Feb 1, 2012 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between Lance Segars, an Independent Contractor, and Coast Community College District, on behalf of Orange Coast College, for Provision of Evaluation Services on the Grant Funded by the Orange County Health Care Agency: Alcohol Prevention Services on Community College Campuses

Background: The grant agreement between Orange County Health Care Agency (OCHCA) and Coast Community College District (CCCD) on behalf of OCC was signed on October 5, 2011. This agreement is required by the Orange County Health Care Agency when a grant-funded project sub-contracts a service.

Goal/Purpose: Lance Segars, PhD, has professional expertise in research and evaluation of high-risk drinking prevention projects on college campuses, and will provide advice, design materials, and provide evaluation services to the project on the Orange Coast College campus. (See Attachment #9)

Comments: Reviewed by Risk Services.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Lance Segars and the Coast Community College District for the purpose of provision of evaluation services on the grant funded by the Orange County Health Care Agency: Alcohol Prevention Services on Community College Campuses. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Subcontract amount of \$6,000 for FY 2011-12 to be paid from grant funds, at no expense to the district.

File Attachments

[Lance county subcontract \(CCCD final\).pdf \(74 KB\)](#)

Subject 22.07 OCC - Approve Non-Standard Contract between the Department of Industrial Relations and the Coast Community College District (Orange Coast College) for the Purpose of Conflict Resolution for the Workplace Services

Meeting Feb 1, 2012 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve a Non-Standard Contract between the Department of Industrial Relations and the Coast Community College District (Orange Coast College) for the Purpose of Conflict Resolution for the Workplace Services

Background: Personnel issues in the Physical Education department have required the use of a mediator. Issues have been continually been addressed with individuals on a consistent basis. Since these issues have been unsuccessfully resolved within the campus, the department, the Vice President, the Dean and the Classified Union President feel that we have an urgent need for an unbiased third person to mediate discussions and provide feedback on the assessment from those discussions. (See Attachment #10)

Goal/Purpose: To resolve personnel issues in the Physical Education Department as soon as possible in order for the department to become fully functional and productive again.

Comments: Reviewed by District Risk Services.

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 California State Mediation and Conciliation Service and the Coast Community College District for the purpose of providing a mediation and conciliation services to the Physical Education Department. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Orange Coast College to fund \$5,000 from the Administrative Services discretionary funds.

File Attachments

[contract - nancy.PDF \(63 KB\)](#)

23. Buildings and Grounds Approvals

Subject **23.01 DIS - Acceptance of Voluntary Default, F. Rodgers Corporation, and Authorization to Enter into Agreement with Guarantee Company of North America USA and Best Contracting Services, Inc.**

Meeting **Feb 1, 2012 - Regular Meeting**

Category **23. Buildings and Grounds Approvals**

Access **Public**

Type **Discussion**

Acceptance of Voluntary Default, F. Rodgers Corporation, and Authorization to Enter into Agreement with Guarantee Company of North America USA and Best Contracting Services, Inc.

Background:

F. Rodgers was contracted to perform roofing, waterproofing, and sheet metal work related to the construction of the Coastline Community College District Newport Beach Learning Center. By letter dated November 18, 2011, F. Rodgers Corporation provided formal notice to the District that it would not perform the work required by its contract with the District. By letter dated November 23, 2011, the District subsequently notified the performance bond, Guarantee Company of North America USA ("Surety"), of the District's intent to claim and/or otherwise exercise the available remedies of the performance bond. On January 18, 2012, the Coast District received a formal acknowledgement of voluntary default from F. Rodgers Corporation which irrevocably directed the Coast District to work with Surety to facilitate completion of its contract.

Subsequent discussions with Surety, Surety counsel, and District General Counsel have been initiated. Both parties have expressed a willingness to contract the second low bidder, Best Contracting Services, Inc., to succeed F. Rodgers in the completion the work scope required of F. Rodger's contract. The surety has offered to tender an agreement to cover the difference between F. Rodgers' and Best's bid amounts. In effect, the Surety proposes Best Contracting serve as the replacement contractor to complete the F. Rodgers' contract at no additional cost to the District above the publicly bid contract amount. As an initial bidder on the scope of work, Best Contracting has already been prequalified to perform the scope of work. The Surety and District Contracting have confirmed Best's willingness to serve in such a capacity.

The details between all parties are currently being finalized and will include an agreement between Surety and the District, and an agreement between the District and Best Contracting.

As you are aware this project is currently progressing on an accelerated work schedule and the vacancy of this contractor will begin to impact the project schedule in the coming weeks. The expeditious development and execution of this transition is critical in minimizing potential time and cost impacts.

Purpose/Goal:

Replacement of the defaulting trade contractor in accordance with Public Contract Code requirements while ensuring minimum time/cost impacts to the project.

Comments:

The District, in conjunction with District General Counsel, is engaged with the Guarantee Company of North America and Best Contracting Services in an attempt to reach a mutually agreeable resolution. After careful schedule analysis, should a resolution be reached by February 6, 2012, the project will proceed with minimal

impact.

Recommendation:

After review by the Vice Chancellor, Administrative Services, and Senior Director of Facilities, Planning, and Construction, it is recommended by the Chancellor that the Board (1) accept the voluntary default of F. Rodgers Corporation and (2) authorize Staff and District General Counsel to finalize agreements with Surety and Best Contracting for the timely continuation of this project. Staff further recommends that the Board authorize the Chancellor or designee to enter into an agreement with each firm and present to the Board for ratification. (See Attachment #11)

Fiscal Impact: No cost impact to the District. Surety will be responsible for additional costs incurred resulting from the default of their insured.

File Attachments

[F. Rodgers.pdf \(46 KB\)](#)

24. General Items of Business

Subject	24.01 OCC - Authorization to Conduct a Short-Term Study Program in New York City, New York
Meeting	Feb 1, 2012 - Regular Meeting
Category	24. General Items of Business
Access	Public
Type	Consent, Discussion

Revision to Previous Board Action

Authorization to Conduct a Short-Term Program in New York City, New York.

After review by the Dean of Consumer and Health Sciences, it is recommended by the Orange Coast College President that authorization be given to enter into a standard travel contractor agreement to conduct a program in New York City, New York, *revised dates to June 10-16, 2012*. Christina Amaral, full time instructor, OCC, and Michelle Craner, part time instructor, will serve as faculty. Two Fashion classes will be taught. *All logistical arrangements will be handled by revised contractor Cover New York II, LTD.* Payments to be made through the Bursar's Office.

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

Original Board Approval: 11/2/11

Subject **24.02 DIS - Acceptance of Public Opinion Poll Results and Authorization to Proceed with Ballot Measure Development/Public Information Phase**

Meeting **Feb 1, 2012 - Regular Meeting**

Category **24. General Items of Business**

Access **Public**

Type **Discussion**

Acceptance of Public Opinion Poll Results and Authorization to Proceed with Ballot Measure Development/Public Information Phase

1. Background

In the October 2011, the Board of Trustees directed staff to study the feasibility of a potential 2012 local General Obligation bond. Staff has engaged the services of a Fairbank, Maslin, Maullin & Associates in order to accomplish this study.

Staff has formed an Internal Working Group to guide and monitor the work of the consultants. The results of this research have been presented to the Board of Trustees by Fairbank, Maslin, Maullin & Associates.

2. Goal/Purpose

To outline the feasibility by voters to approve a General Obligation Bond Measure and to authorize the Internal Working Group to proceed with the Ballot Measure Development/Public Information Phase.

3. Comments

Board of Trustee agenda items authorizing the selection of Bond Counsel and Campaign Consultants are present on the current agenda.

4. Recommendation Statement

The Internal Working Group recommends the following based upon the findings of the feasibility study:

- Accept the findings of the Public Opinion Poll presented by FM3
- Remove from consideration a General Obligation Bond ballot measure in the June 2012 election
- Authorize Internal Working Group to proceed with ballot measure development/public information phase

5. Fiscal Review & Impact

None.

Subject	24.03 OCC - Authorization to Conduct a Short-Term Study Abroad Program in Cambridge, England
Meeting	Feb 1, 2012 - Regular Meeting
Category	24. General Items of Business
Access	Public
Type	Discussion

Authorization for Orange Coast College to Enter into a Standard Agreement with Reach Cambridge Travel Contractor for a Summer 2012 Short-term Study Abroad Program in Cambridge, England

After review by the Dean of Literature and Languages and the President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in Cambridge, England Study Abroad Program during summer 2012. All logistical arrangements will be handled by Reach Cambridge. Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Raymond Obstfeld, Orange Coast College, will serve as faculty. Authorization to conduct the summer in Cambridge, England Study Abroad Program was given on April 6, 2011. It is recommended that the Chancellor or the Vice Chancellor, Administrative Services and the Interim Vice Chancellor, Educational Services be authorized to sign the agreement.

Fiscal Impact: No replacement costs for faculty assigned to the program. All payments by trip participants for travel services shall be made to the travel contractor. Travel contractor shall account to CCCD for the total cost of the trip.

Subject **24.04 DIS - Adoption of Budget Calendar for 2012-2013**
Meeting **Feb 1, 2012 - Regular Meeting**
Category **24. General Items of Business**
Access **Public**
Type **Discussion**

Adoption of Budget Calendar for 2012-2013

After review by the District's Budget Manager and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the following budget calendar for 2012-2013 be adopted.

**COAST COMMUNITY COLLEGE DISTRICT
BUDGET CALENDAR 2012-2013**

JANUARY	Project impact of Governor's January Budget Proposal.
FEB/MAR	Develop and issue targets.
APRIL	Initiate 2012-2013 Budget Process.
MAY	Colleges and District Administrative Services continue 2012-2013 input. Budget input for Tentative Budget due from colleges.
JUNE	2012-2013 Tentative Budget adopted by Board of Trustees.
JULY	Budget input for Adopted Budget due from colleges.
AUGUST	2012-2013 Adopted Budget reviewed by Chancellor's Cabinet.
SEPTEMBER	Adopted Budget available for public inspection and review prior to public hearing and adoption in the District Office Lobby. 2012-2013 Adopted Budget presented for public hearing and adoption by Board of Trustees. 2012-2013 Adopted Budget filed with the County Department of Education.

Subject **24.05 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreement for Contractor Services**

Meeting **Feb 1, 2012 - 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 is authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

Claridge Products and Equipment, Inc
180 N Sherman Avenue
Corona, CA 92880

Professional Plumbing & Drain Cleaning, Inc
1739 Douglass Rd Suite I
Anaheim, CA 92806

Drew and Associates
25195 Via Catalina
Laguna Niguel, CA 92677

Resource Development Services
119 Morro Avenue
Pismo Beach, CA 93449

25. Approval of Minutes

Subject	25.01 DIS - Approval of Minutes
Meeting	Feb 1, 2012 - 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 January 18, 2012

26. Policy Implementation

Subject	26.01 DIS - Approval of Board Policy 6340 Contracts
Meeting	Feb 1, 2012 - Regular Meeting
Category	26. Policy Implementation
Access	Public
Type	Discussion

The Board of Trustees reviewed and discussed proposed changes to Board Policy 6340, Contracts, at the January 18, 2012 Board of Trustees' Meeting. Additions to the policy are noted in **bold** and deletions are in ~~strikethrough~~.

It is recommended by the Board Clerk that the proposed revised policy be adopted. (See Attachment #12)

File Attachments

[BP 6340 \(040-1-2.2\) CONTRACTS.pdf \(21 KB\)](#)

Subject **26.02 DIS - Approval of Board Policy 6100 Delegation of Authority**
Meeting Feb 1, 2012 - Regular Meeting
Category 26. Policy Implementation
Access Public
Type Discussion

The Board of Trustees reviewed and discussed proposed changes to Board Policy 6100, Delegation of Authority, at the January 18, 2012 Board of Trustees' Meeting. Additions to the policy are noted in **bold** and deletions are in ~~strikethrough~~.

It is recommended by the Board Clerk that the proposed revised policy be adopted. (See Attachment #13).

File Attachments

[BP 6100 \(040-1-1.1\) DELEGATION OF AUTHORITY.pdf \(7 KB\)](#)

Subject **26.03 DIS - Approval of Board Policy 2740 New Trustee Orientation**
Meeting Feb 1, 2012 - Regular Meeting
Category 26. Policy Implementation
Access Public
Type Discussion

The Board of Trustees reviewed and discussed Board Policy 2740, New Trustee Orientation, at the January 18, 2012 Board of Trustees' Meeting.

It is recommended by the Board Clerk that the proposed revised policy be adopted. (See Attachment #14).

File Attachments

[BP 2740 New Trustee Orientation2.pdf \(41 KB\)](#)

Subject	26.04 DIS - Adoption of Revised Board Policy 5030 Student Fees and Charges, and Replacement of BP 5032 District Fee Schedule with Administrative Procedure AP 5030 Student Fees and Charges Schedule
Meeting	Feb 1, 2012 - Regular Meeting
Category	26. Policy Implementation
Access	Public
Type	Discussion

Adoption of Revised Board Policy 5030 Student Fees and Charges, and Replacement of Board Policy 5032 District Fee Schedule with Administrative Procedure AP 5030 Student Fees and Charges Schedule

The Education Code and California Code of Regulations Title 5 provide for conditions, rules and amounts that the Coast Community College District can charge students for certain instructional programs and support services. Previously, there were two overlapping Board policies dealing with the various fees that the District charges: BP 5030 Student Fees and Charges and BP 5032 District Fee Schedule (proposed revisions of these two policies were brought for first reading at the November 2, 2011 Board meeting. The revisions were postponed for two reasons: to allow more time for consultation with the student associations and to bring a policy and a procedure rather than the existing format of two partially overlapping policies, which created confusion). As fees change periodically based on state legislation and other regulations and in order to avoid confusion between policy and procedure, the attached revised BP 5030 is the policy level language that defines the charges and fees from a policy perspective and reflects the relevant and current sections of the Education Code and California Code of Regulations Title 5. Rather than having an overlapping Board policy that repeats much of the language from BP 5030 and specifies the associated amounts with each of the fees and charges enumerated in BP 5030, BP 5032 is replaced by Administrative Procedure 5030. This procedure becomes the list of actual amounts of the specific charges and fees described, without specific amounts, in BP 5030. Having an administrative procedure for BP 5030 allows for the operationalization of the policy and the ability to update the fee schedule as needed without the requirement for approval of the entire schedule every time one fee changes. The student associations at each of the three colleges have been consulted regarding the increases in the student records (transcript/verification) and parking fees reflected in AP 5030.

After review by the Vice Presidents of Instruction, Student Services, and Administrative Services, as well as members of Chancellor's Cabinet, at the January 18, 2012 meeting, the Board received the first-reading of the proposed policy change of BP 5030 and new administrative procedure AP 5030, with consideration of placement of BP 5030 in the Action Section at the February 1, 2012 regular Board meeting. The attached version of BP 5030 incorporates additional revisions following the discussion that took place at the January 18, 2012 Board meeting and suggestions received from District Legal Counsel. (Administrative procedures do not require Board approval.) (See Attachment #15)

File Attachments

[BP 5030 \(030-1-3\) edits 1-25-2012 STUDENT FEES AND CHARGES POLICY.pdf \(132 KB\)](#)



**COAST COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES' DIRECTIVES LOG**
Prepared by the Secretary of the Board of Trustees

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
1	Jan 18, 2012	Lorraine Prinsky 2nd Jerry Patterson	Chancellor	Staff to review the report on the Los Angeles Community College District (L.A. Times) regarding lax leadership in building management, and report back with any recommendations that would be beneficial to our District.	Pending	P
2	Nov 16, 2011	Mary Hornbuckle 2nd Jerry Patterson	Board	Board Engagement in Accreditation: Review of Accreditation Drafts	Pending	P
3	March 16, 2011	Jim Moreno 2nd Mary Hornbuckle	Chancellor	Report requested by Trustee Jim Moreno on ESL Courses offered at Orange Coast College. (Added to Board Log at 11/16/11 Meeting)	Pending	P
4	April 6, 2011	Jim Moreno 2nd Mary Hornbuckle	Chancellor	Report requested by Trustee Jim Moreno on Disaster Preparedness. (Added to Board Log at 11/16/11 Meeting)	Pending	P
5	Nov 2, 2011	Mary Hornbuckle 2nd Jim Moreno	Chancellor	A brief presentation requested by Trustee Mary Hornbuckle regarding Credits for College.	Pending	P
6	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	P
7	Sept 17, 2008	Jim Moreno; 2 nd Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Spring 2011	P



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

4:00 p.m. Closed Session, 6:30 p.m. Open Session

Wednesday, January 18, 2012

MINUTES*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on January 18, 2012 in the Board Room at the District Office.

1.00 Preliminary Matters

1.01 Call to Order

Board President Jim Moreno called the meeting to order at 4:02 p.m.

1.02 Roll Call

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

Trustees Absent: None

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

There were no requests to address the Board.

1.04 Recess to Closed Session

The Board recessed to Closed Session at 4:04 p.m. to discuss the following items:

1.04.01 Conference with Legal Counsel: Anticipated Litigation

(Significant exposure to litigation pursuant to sub-section "b" of Government Code
Section 54956.9)

- Five cases: a) Claim by Betty Pierce
b) Claim by Alpha Mechanical, Inc.
c) Claim by F. Rodgers Corp.
d) Construction delays at Orange Coast College
e) Construction delays at Golden West College

1.04.02 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
Dean, Counseling and Special Programs
6. Classified Management
Interim, Adm Dir of District Information Services
7. Classified Staff
Adm/Rec Tech 2
Division Area Office Coordinator
Staff Assistant-Confidential
8. Reclassification and Reorganization/Reassignment
Staff Aide
Staff Assistant
Athletic Facilitator
Clerk
9. Classified Temporary Assignments
Special Assignment
Staff Aide
Military Contract Educ Program Coordinator
Lead Mechanic
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

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

1.04.04 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

1.04.05 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

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

Position: Chancellor

1.05 Reconvene Regular Meeting

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

1.06 Pledge of Allegiance –Trustee Mary Hornbuckle

Trustee Mary Hornbuckle led the Pledge of Allegiance to the United States of America.

1.07 Report of Action from Closed Session

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that for **Item 1.04.02 Public Employment**, on a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted unanimously to approve all personnel items with one change on page 6 for Alice Chu, changing her LHE from 9 to 6. (See Appendix pages 17-30).

Motion carried with the following vote:

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

1.08 Public Comment (Open Session - Items on Agenda)

There were no requests to address the Board.

2.00 Informative Reports

2.01 Report from the Chancellor

There was no report from Dr. Jones.

2.02 Reports from the Presidents

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

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

2.03 Reports from the Presidents of Student Government Organizations

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

Tarez Henderson, Coastline Community College
Dale Lendrum, Golden West College
Cody Joe Torre on behalf of Catherine Tran, Orange Coast College

2.04 Reports from the Academic Senate Presidents

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

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

2.05 Reports from the Presidents of Employee Representative Groups

There were no reports from Presidents of Employee Representative Groups.

2.06 Reports from the Board of Trustees

Board members provided individual reports.

2.07 Reports from the Board Committees and Review of Board Committee Meeting Dates

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

2.08 Announcement of Public Forum to Review Draft Hazard Mitigation Plan

The Board reviewed the announcement of public forums to review draft hazard mitigation plan.

3.00 Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2011/2012 as presented in the January 18, 2012 Agenda.

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

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

3.03 The Board Directives Log

The Board reviewed and discussed items on the Board Log. On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to remove Item #6 as this is already being worked on by the Personnel Committee.

Motion carried with the following vote:

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

Additionally, on a motion by Dr. Prinsky and seconded by Mr. Patterson, the Board voted to add an item to the Board Log requesting Staff review the report in the L.A. Times regarding the Los Angeles Community College District's lax leadership in building management, and report back with any recommendations that would be beneficial to the District.

Motion carried with the following vote:

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

3.04 Buildings and Grounds Reports

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the January 18, 2012 Agenda.

3.05 Approve a Change in Contracting Agent for Union Bank Accounts

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve a change in Contracting Agent for Union Bank Accounts.

Motion carried with the following vote:

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

3.06 Approve a Change in Signatories for Warrants Processed by the District upon Resignation of Kimberly R. McCord, Administrative Director of Fiscal Affairs (Disbursing Officer)

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve a change in Signatories for Warrants processed by the District upon the resignation of Kimberly R. McCord, Administrative Director of Fiscal Affairs (Disbursing Officer).

Motion carried with the following vote:

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

3.07 Opportunity for the Board of Trustees to Discuss the Report of the California Community Colleges Student Success Task Force

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to receive and file the Report of the California Community Colleges Student Success Task Force, and for the Board to schedule a study session for further discussion.

Motion carried with the following vote:

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

3.08 Opportunity for the Board of Trustees to Discuss Proposed Changes to Admissions Guidelines for California State University, Long Beach

The Board reviewed and discussed the proposed changes to admissions guidelines or California State University, Long Beach.

3.09 Opportunity for the Board of Trustees to Review Proposed Board Policy 2740, New Trustee Orientation

The Board reviewed proposed Board Policy 2740. This policy will be moved forward, with suggested changes, to the Discussion Section of the February 1, 2012 agenda for approval.

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

3.10 Opportunity for the Board of Trustees to Discuss Proposed Revisions to Board Policy 6340 Contracts

The Board discussed proposed revisions to Board Policy 6340 Contracts. This policy will be moved forward to the Discussion Section of the February 1, 2012 agenda for approval.

3.11 Opportunity for the Board of Trustees to Discuss Proposed Revisions to Board Policy 6100 Delegation of Authority

The Board discussed proposed revisions to Board Policy 6100 Delegation of Authority. This policy will be moved forward to the Discussion Section of the February 1, 2012 agenda for approval.

3.12 Review of Proposed Revision of Board Policy 5030 Student Fees and Charges, and Replacement of Board Policy 5032 District Fee Schedule with Administrative Procedure 5030 Student Fees and Charges Schedule

The Board discussed proposed revisions to Board Policy 5030 Student Fees and Charges, and the replacement of Board Policy 5032 District Fee Schedule with Administrative Procedure 5030 Student Fees and Charges Schedule. This policy will be moved forward, with suggested changes, to the Discussion Section of the February 1, 2012 agenda for approval.

CONSENT CALENDAR (Items 4 - 19)

At the request of staff, the Independent Contractor Agreement for Beacon Economics on page 67 was pulled from the Consent Calendar. On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to approve the remainder of the Consent Calendar.

Motion carried with the following vote:

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

DISCUSSION CALENDAR

20.00 Approval of Agreements

20.01 GWC - Approve Non-Standard Agreement between the Regents of the University of California and the Coast Community College District for the Puente Project

On a motion by Ms. Hornbuckle and seconded by Mr. Grant, the Board voted to approve the Agreement between the Regents of the University of California and the Coast Community College District for the Puente Project, from July 1, 2011 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: The College will contribute \$5,000 annually for student field trips, program activities, and supplies to be paid from General funds.

Motion carried with the following vote:

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

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

On a motion by Dr. Prinsky and seconded by Mr. Patterson, the Board voted to approve the Agreement between the Institute of Reading Development and the Coast Community College District to teach a series of reading enrichment programs, from January 19, 2012 through December 31, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

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

Motion carried with the following vote:

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

20.03 CCC- Approval to Enter into Addendum #1 to the Automated Teller Machine Site License and Services Agreement between Coast Community College District and SchoolsFirst Federal Credit Union (formerly Orange County Teachers Federal Credit Union)

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve Addendum #1 to the Automated Teller Machine Site License and Service Agreement of January 2, 2009. Term of this Agreement is for a period of three years beginning January 19, 2012 through January 18, 2015. The Board President, or designee, is authorized to sign the Agreement.

Fiscal Review and Impact: There is no cost to the College or District for this equipment.

Motion carried with the following vote:

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

20.04 CCC - Approve Agreement between Cengage Learning Inc. and the Coast Community College District to Provide e-Books to Students Enrolled in Coastline's Military Programs

On a motion by Dr. Prinsky and seconded by Mr. Venegas, the Board voted to approve the Agreement between Cengage Learning, Inc. and the Coast Community College District to provide eBooks and eBook ancillary materials to students enrolled in Coastline's military programs. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: No cost to District.

Motion carried with the following vote:

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

20.05 DIS - Ratification of Standard Professional Services Agreement between Coast Community College District and Fairbank, Maslin, Maullin & Associates, Inc. for Feasibility Study of 2012 General Obligation Bond Measure

On a motion by Dr. Prinsky and seconded by Mr. Patterson the Board voted to ratify the Agreement between Fairbank, Maslin, Maullin & Associates, Inc. and the Coast Community College District to provide public opinion research and polling services for possible 2012 General Obligation bond measure. It is further recommended that the Chancellor be authorized to sign this Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: The cost for both an English and Vietnamese language survey of a 20-minute duration with a sample size of 800 participants is \$38,481 and will be paid for out of General Funds.

Motion carried with the following vote:

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

20.06 CCC - Approve Agreement between the Employment Training Panel/State of California and Coast Community College District to Operate the Training Programs under the Employment Training Panel Grant

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Agreement between the Employment Training Panel and Coast Community College District to execute this Agreement with Coastline Institute for Economic Development. This Agreement outlines the responsibilities of all parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: The State Employment Training Panel will reimburse Coastline Community College up to \$99,490 for operation of this training.

Motion carried with the following vote:

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

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

On a motion by Mr. Moreno and seconded by Mr. Venegas, the Board voted to approve the Amended Agreement between the County of Orange and the Coast Community College District to provide services for the recycling and resource management grant. The Agreement outlines the responsibilities of both partners. The term of the Agreement is from April 1, 2011 through May 13, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: The County will reimburse Coastline Community College an additional amount of \$117,530 for a total contract of \$539,008 for operation of these programs.

Motion carried with the following vote:

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

20.08 DIS - Approval of Employment Agreement, Dean, Counseling and Special Programs, CCC

On a motion by Mr. Venegas and seconded by Dr. Prinsky, the Board voted to approve a new employment agreement with Christine Leon, Dean, Counseling and Special Programs, CCC, effective February 21, 2012 through June 30, 2013. Compensation to be \$104,627 annually, based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote:

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

20.09 CCC - Approve Agreement between Coast Community College District and C & H Machine, Inc. to Operate the Training Programs under the Employment Training Panel Agreement

On a motion by Mr. Venegas and seconded by Dr. Prinsky, the Board voted to approve the Agreement between C & H Machine, Inc. and Coast Community College District to execute this Agreement with Coastline Institute for Economic Development. This Agreement outlines the responsibilities of all parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Coast Community College District/Coastline Community College /Coastline Institute for Economic Development will reimburse C & H Machine, Inc., for training provided that has been completed as stated by the guidelines of the Employment Training Panel Agreement.

Motion carried with the following vote:

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

20.10 DIS - Approval of Agreement with Vasquez & Company, LLC, for District External Audit Services

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the Agreement with Vasquez & Company, LLC for external audit services, effective January 19, 2012 through December 31, 2012, with the option to renew the Agreement for one additional year. This agreement covers the audit period for the 2011-2012 fiscal year. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$116,752 per year.

Motion carried with the following vote:

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

21.00 Buildings and Grounds Approvals

21.01 DIS - Approve Change Order No. 7, Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965

On a motion by Mr. Venegas and seconded by Ms. Hornbuckle, the Board voted to approve Change Order No. 7 to Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents and the issuance of final contract payment be contingent upon the contractors' execution of the full and final release pursuant to California Civil Code §1542.

Alpha Mechanical Heating & Air Conditioning – Category R – HVAC/Plumbing

Final Contract Closeout: Outstanding contractor costs
and negotiated time extension \$380,000

Contract Amount: \$4,548,000 (C. O. 7: 8.35% Increase)

Total Change Orders: \$428,788 (9.43% Increase)

Fiscal Impact: \$380,000 (Measure C – General Obligation Bond Fund)
Master Plan Approved Project
OCC Consumer Health & Science Building
(ABC Building)

Motion carried with the following vote:

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

22.00 General Items of Business

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

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to 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.

SCEC
1582-I N Batavia St.
Orange, CA. 92867

Motion carried with the following vote:

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

23.00 DIS - Adoption of Resolution #12-01 of the Board of Trustees of the Coast Community College District, Establish Nonresident Tuition 2012-2013

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to adopt Resolution #12-01, to Establish Nonresident Tuition 2012-2013.

Motion carried with the following vote:

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

24.00 Approval of Minutes

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to approve the Minutes of the Regular Meeting of December 14, 2011.

Motion carried with the following vote:

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

25.00 Policy Implementation

25.01 DIS - Adoption of Board Policy 2748 Purchase of Goods and Services

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to adopt Board Policy 2748 Purchase of Goods and Services.

Motion carried with the following vote:

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

25.02 DIS - Adoption of Recommended Policy - Coast Community College District Non-Discrimination Statement

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to adopt Recommended Policy - Coast Community College District Non-Discrimination Statement.

Motion carried with the following vote:

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

25.03 DIS - Adoption of Amended Hiring Policies to Incorporate the Recommended Revision to the Non-Discrimination Statement

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to adopt the recommended changes to the Board Policies listed below, in order to incorporate the revised non-discrimination statement:

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

Motion carried with the following vote:

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

26.00 Close of Meeting

26.01 Public Comment (Items not on Agenda)

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

Recess to Closed Session

The Board recessed to Closed Session at 8:00 p.m.

Reconvene to Open Session

The Board reconvened to Open Session at 9:15 p.m.

Report of Action from Closed Session

There was no action reported from Closed Session.

26.02 Adjournment

There being no further business, on a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to adjourn the meeting at 9:20 p.m. in memory of Don Watson, OCC Swim Coach.

Motion carried with the following vote:

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

Secretary of the Board of Trustees

**The Student Trustee of the Coast Community College District is provided with an advisory vote to the Board of Trustees, per Board Policy 2015. As such, the Student Trustee's votes recorded within these minutes are advisory only in nature and are not counted in the final outcome of each action taken by the Board. Additionally, per Board Policy 2015, the Student Trustee does not participate in Closed Session meetings of the Board, therefore, votes reported from Closed Session will not include a reference to the Student Trustee.*

APPENDIX

	Page
A. Public Employment.....	17-30

1. Faculty Special Assignments

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

Coastline College**TITLE III ACTIVITY COMPONENT ESL**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Nguyen, Ailene	01/19/12	06/30/12	EXM	\$43.55

TITLE III ACTIVITY STUDENT ROADMAP AND TRACKING SYSTEM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chang, Sarah	01/19/12	06/30/12	EXH	\$29.46
Miscione, Velvet	01/19/12	06/30/12	EXM	\$43.55
Nguyen, Ailene	01/19/12	06/30/12	EXM	\$43.55

TITLE III ACTIVITY SUPPLEMENTAL INSTRUCTION TRAINING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Pittaway, Daniel	01/19/12	06/30/12	EXM	\$43.55

NEW ACCELERATED PROGRAMS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Jones, Nancy	01/19/12	06/30/12	EXM	\$43.55

INTELLECTUAL DISABILITY DEPARTMENT PLANNING MEETINGS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Cole, Marueen	01/19/12	05/30/12	EXH	\$29.46
Kosbab, Tina	01/19/12	05/30/12	EXH	\$29.46
McLaughlin, Marta	01/19/12	05/30/12	EXH	\$29.46
Stubblefield, Katie	01/19/12	05/30/12	EXH	\$29.46

The following CCC Full Time and Part Time Instructors to provide instructional opportunities for Navy Onshore and NCPACE Contract Education during **Spring** semester.

Part Time Instructors

Boehler, Connie
 Bund, Stefan
 Kerr, Jeffrey
 Leighton, Kenneth
 Lui, Edward
 Maharaj, Peter
 McLucas, Karen
 McManus, Paul
 Parent, Nancy
 Riley, Kevin
 Taylor, Margaret
 Waller, Ellis
 Worden, Mark

District**REGIONAL DIGITAL MEDIA ARTS SHOWCASE GRANT EVENT**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chapman, Cheryl	05/01/12	05/30/12	EXH	\$29.46

Golden West College**ASSESSMENT CENTER WRITING SAMPLES**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Cucurny, Marius	01/03/12	01/27/12	EXM	\$43.55

Justification: Revised retirement date from Fall to Spring

ACADEMIC ADVISEMENT FOR ACE STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bon, Denise	01/30/12	05/27/12	UNT	\$73.94

STUDENT LEARNING OUTCOMES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Brady, Joyce	01/30/12	05/27/12	EXM	\$43.55
Moore, Sacha	01/30/12	05/27/12	EXM	\$43.55

COSMETOLOGY COORDINATOR (Per Article XI CFE Agreement)

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Reyna, Edward	01/19/12	05/27/12	EXM	\$43.55

READER /EVALUATOR FOR ASSESSMENT CENTER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Barua, Dibaker	01/30/12	05/27/12	EXM	\$43.55
Baumheckel, Kenneth	01/30/12	05/27/12	EXH	\$29.46
Calderon, Araceli	01/30/12	05/27/12	EXH	\$29.46
Cosland, Keisha	01/30/12	05/27/12	EXM	\$43.55
Cucurny, Marius	01/30/12	05/27/12	EXM	\$43.55
Drum, Jean	01/30/12	05/27/12	EXH	\$29.46
Lopez-Rodriguez, A.	01/30/12	05/27/12	EXM	\$43.55
Moore, Sacha	01/30/12	05/27/12	EXM	\$43.55
Pham, Duong	01/30/12	05/27/12	EXH	\$29.46
Pham, Khanhvan	01/30/12	05/27/12	EXH	\$29.46
Rami, Kiran	01/30/12	05/27/12	EXH	\$29.46
Remsburg,-Shiroshi, E.	01/30/12	05/27/12	EXM	\$43.55
Revilla, Candace	01/30/12	05/27/12	EXH	\$29.46
Tarango, Abraham	01/30/12	05/27/12	EXM	\$43.55
Tayyar, Paul	01/30/12	05/27/12	EXM	\$43.55
Tran, Tammie	01/30/12	05/27/12	EXH	\$29.46
Ullrich, Richard	01/30/12	05/27/12	EXM	\$43.55
Whitchurch, Charles	01/30/12	05/27/12	EXH	\$29.46

COACHING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Compensation</u>	<u>Discipline</u>
Kopp, Kyle	04/01/12	04/30/12	PDM	\$4511.00	Woman's Swim
Taylor, Scott	04/01/12	04/30/12	PDM	\$4511.00	Men's Swim
Villarreal, Roberto	04/01/12	04/30/12	PDM	\$4511.00	Baseball

POLICE OFFICER'S STANDARDS AND TRAINING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lazarus, Robert	01/30/12	05/27/12	EXM	\$43.55

ASSISTANT DIRECTOR OF NURSING (Per Article XI CFE Agreement)

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Miyadi, Barbara	01/30/12	05/27/12	EXM	\$43.55

CALWORKS COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
York, Linda	01/03/12	01/27/12	INT	\$104.53

Justification: Due to staff transition at District HR, assignment did not make earlier Board agenda.

HOURLY LIBRARIAN

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Krause, Alana	01/30/12	05/27/12	UNT	\$69.66
Le, Cathy	01/30/12	05/27/12	UNT	\$61.88
Morales, Irma	01/30/12	05/27/12	UNT	\$57.44
Oberlin, Masumi	01/30/12	05/27/12	UNT	\$73.94
Palmer, Leslie	01/30/12	05/27/12	UNT	\$69.66
Siddiqi, Catherine	01/30/12	05/27/12	UNT	\$73.94

BASIC SKILLS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Jones, Ryane	01/30/12	05/27/12	EXM	\$43.55

SCIENCE OLYMPIAD

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Grimes, Carol	03/01/12	03/04/12	EXH	\$29.46

ACADEMIC SENATE VICE PRESIDENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Dunham, John	01/30/12	05/27/12	EXH	\$29.46

INSTITUTIONAL EFFECTIVENESS COMMITTEE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Moore, Sacha	08/27/11	12/18/11	EXM	\$43.55

Justification: Compensation and responsibilities were negotiated between CFE and the District during Fall 2011.

INSTITUTIONAL EFFECTIVENESS COMMITTEE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Moore, Sacha	01/30/12	05/27/12	EXM	\$43.55

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Bowlby, Margot	01/30/12	05/27/12	IUM	\$1514.00	Social Science
Carr, Gregg	01/30/12	05/27/12	IUM	\$1514.00	College Success
Chu, Alice	01/30/12	05/27/12	IUM	\$1514.00	Business
Hinton, Karen	01/30/12	05/27/12	IUM	\$1514.00	Counseling
Jones, Barbara	01/30/12	05/27/12	IUM	\$1514.00	Comp Business
Lopez-Rodriguez, A.	01/30/12	05/27/12	IUM	\$1514.00	World Language
Miyadi, Barbara	01/30/12	05/27/12	IUM	\$1514.00	Nursing
Moore, David	01/30/12	05/27/12	IUM	\$1514.00	Liberal Arts
Reyna, Edward	01/30/12	05/27/12	IUM	\$1514.00	Cosmetology
York, Linda	01/30/12	05/27/12	IUM	\$1514.00	Counseling

Orange Coast CollegeLEARNING DISABILITY ASSESSMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Decker, Dawn	01/11/12	01/25/12	EXH	\$29.46

Justification: Paperwork arrived at District HR after Board deadline

ASSIST INSTITUTIONAL EFFECTIVENESS OFFICE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Decker, Dawn	01/03/12	01/27/12	EXM	\$83.90

Justification: Assignment was submitted late due to a delay in identified need for accreditation support.

PART TIME COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Plum, Caryn	01/19/12	01/29/12	UNT	\$73.94

STUDENT LEARNING OUTCOMES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Oviatt, Vinta Marie	01/19/12	01/27/12	EXM	\$97.88

ACCREDITATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Peters, Jennifer	01/30/12	05/27/12	EXH	\$29.46

TITLE III/ ANNUAL PERFORMANCE REPORT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Peters, Jennifer	01/03/12	01/27/12	EXM	\$90.56

Justification: Paperwork arrived at District HR after Board deadline

TITLE III/ FACULTY PERFORMANCE COMENSATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kamphuis, Jacqueline	04/01/12	04/30/12	EXM	\$43.55

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Adelman, Daniel	01/30/12	05/27/12	IUM	\$1514.00	Allied Health

Altobelli, John	01/30/12	05/27/12	IUM	\$1514.00	Contests/Conference
Baker, Karen	01/30/12	05/27/12	IUM	\$1514.00	Marine Science
Bender, Erik	01/30/12	05/27/12	IUM	\$1514.00	Geology
Bloomfield, Lisa	01/30/12	05/27/12	IUM	\$1514.00	Digital Media Arts
Breece, William	01/30/12	05/27/12	IUM	\$1514.00	Anthropology
Carroll, Kathy	01/30/12	05/27/12	IUM	\$1514.00	Communications
Cassidy, Lori	01/30/12	05/27/12	IUM	\$1514.00	Library
Coco, Felicia	01/30/12	05/27/12	IUM	\$1514.00	Communications
Cooley, Timothy	01/30/12	05/27/12	IUM	\$1514.00	Math/ Engineering
Cooper, Barbara	01/30/12	05/27/12	IUM	\$1514.00	Hospitality
Desurra, Christopher	01/30/12	05/27/12	IUM	\$1514.00	Communications
Drum, Stephen	01/30/12	05/27/12	IUM	\$1514.00	Astronomy/ Physics
Elliott, Kelli	01/30/12	05/27/12	IUM	\$1514.00	Biology/Mar Sci
Felts, Karen	01/30/12	05/27/12	IUM	\$1514.00	English
Glillisen, Blade	01/30/12	05/27/12	IUM	\$1514.00	Photography
Golson, Daniel	01/30/12	05/27/12	IUM	\$1514.00	Theatre
Hanlon, Anna	01/30/12	05/27/12	IUM	\$1514.00	Curriculum/Program Rvw
Harlow, Richard	01/30/12	05/27/12	IUM	\$1514.00	Ornamental Horticulture
Hoffman, Gary	01/30/12	05/27/12	IUM	\$1514.00	English
Hunter, Amelie	01/30/12	05/27/12	IUM	\$1514.00	Dance
Keesler, Kathleen	01/30/12	05/27/12	IUM	\$1514.00	ESL
Keith, Arlete	01/30/12	05/27/12	IUM	\$1514.00	World Languages
Kelly, Marilyn	01/30/12	05/27/12	IUM	\$1514.00	History/Humanities
Knox, John	01/30/12	05/27/12	IUM	\$1514.00	Asst Dir Athletics
Kuo, Daniel	01/30/12	05/27/12	IUM	\$1514.00	Economics
Lazarus, Robert	01/30/12	05/27/12	IUM	\$1514.00	Film/Video/Broadcasting
Lerma, Maria	01/30/12	05/27/12	IUM	\$1514.00	ESL
Livingston, Tab	01/30/12	05/27/12	IUM	\$1514.00	Math/Engineering
Lohman, Benjamin	01/30/12	05/27/12	IUM	\$1514.00	Forensics
Maran, Janice	01/30/12	05/27/12	IUM	\$1514.00	Division Scheduler
Marcina, Vesna	01/30/12	05/27/12	IUM	\$1514.00	Political Science
McComb, Helen	01/30/12	05/27/12	IUM	\$1514.00	Division Scheduler
McClure, William	01/30/12	05/27/12	IUM	\$1514.00	Math/Engineering
Melrose, Charlene	01/30/12	05/27/12	IUM	\$1514.00	Psychology
Mucciario, Thomas	01/30/12	05/27/12	IUM	\$1514.00	Chemistry
Muelas, Mariaala	01/30/12	05/27/12	IUM	\$1514.00	World Languages
Muskin, Hiliray	01/30/12	05/27/12	IUM	\$1514.00	Digital Media Arts
Naesse, Irene	01/30/12	05/27/12	IUM	\$1514.00	Geography
Norling, Marcella	01/30/12	05/27/12	IUM	\$1514.00	Phil/Religious Studies
Pettus, Candice	01/30/12	05/27/12	IUM	\$1514.00	Soc/ Gend/Ethnc Std
Raileanu, Lia	01/30/12	05/27/12	IUM	\$1514.00	World Languages
Reed, Charlene	01/30/12	05/27/12	IUM	\$1514.00	Fam/Consumer Science
Ring, David	01/30/12	05/27/12	IUM	\$1514.00	Phil/Religious Studies
Savage, Jennifer	01/30/12	05/27/12	IUM	\$1514.00	Economics
Sogo, Lisa	01/30/12	05/27/12	IUM	\$1514.00	Biology
Soto, Ricardo	01/30/12	05/27/12	IUM	\$1514.00	Music
Weatherford, Leigh	01/30/12	05/27/12	IUM	\$1514.00	English
Whitridge, Roger	01/30/12	05/27/12	IUM	\$1514.00	Art

PRE SEASON COACHING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Alotbelli, John	01/01/12*	01/30/12	EXM	\$43.55	Baseball
Behr, Laura	01/01/12*	01/30/12	EXM	\$43.55	Women's Crew
Iacopetti, Anthony	01/01/12*	01/30/12	EXM	\$43.55	Swim
Knox, John	01/01/12*	01/30/12	EXM	\$43.55	Track & Field
Maran, Janice	01/01/12*	01/30/12	EXM	\$43.55	Tennis
Ochoa, Marco	01/01/12*	01/30/12	EXM	\$43.55	Track & Field
Smith, Carl	01/01/12*	01/30/12	EXM	\$43.55	Track & Field
Smith, Kevin	01/01/12*	01/30/12	EXM	\$43.55	Softball
Watson, Don	01/01/12*	01/30/12	EXM	\$43.55	Swim

*Justification: Paperwork arrived at District HR after Board deadline

COACHING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Alotbelli, John	04/01/12	04/30/12	EXM	\$43.55	Baseball
Behr, Laura	04/01/12	04/30/12	EXM	\$43.55	Women's Crew

Iacopetti, Anthony	04/01/12	04/30/12	EXM	\$43.55	Swim
Knox, John	04/01/12	04/30/12	EXM	\$43.55	Track & Field
Maran, Janice	04/01/12	04/30/12	EXM	\$43.55	Tennis
Ochoa, Marco	04/01/12	04/30/12	EXM	\$43.55	Track & Field
Smith, Carl	04/01/12	04/30/12	EXM	\$43.55	Track & Field
Smith, Kevin	04/01/12	04/30/12	EXM	\$43.55	Softball
Spencer, Steven	04/01/12	04/30/12	EXM	\$43.55	Basketball

COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Plum, Caryn	01/30/12	05/25/12	UNT	\$73.93

COUNSELOR OVERLOADS

Overload assignments for the following evening counselors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/30/12 to 05/27/12** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

CCC

<u>Name</u>	<u>LHE</u>
Nguyen, Ailene	0.61
Nguyen, Christina	0.38
Winterbourne, Susan	0.22

OCC

<u>Name</u>	<u>LHE</u>
Cabral, Marta	4.44
Phillips, Clyde	4.44
Shajie, Vida	3.00

FACULTY OVERLOAD

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/30/12 to 05/27/12** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

GWC

<u>Name</u>	<u>LHE</u>
Barua, Dibaker	3.00
Brady, Joyce	5.00
Brownell, Beverly	5.11
Broyles, Zhenghong	4.69
Call, Gail	0.83
Carmel, Diana	6.00
Carr, Gregg	7.50
Carter, Warren	4.39
Chamliss, Tasha	2.62
Chapman, Nina	9.00
Ching, Berlynn	4.55
Chovan, Maria	4.50
Christie, Joan	3.41
Chu, Alice	6.00
Fiorane, Michelle	1.66
Garcia, Gonzalo	5.55
Goldstick, Deborah	1.11
Hamilton, Chris	6.00
Harelson, Karen	2.80
Hashimoto, Rumi	2.80
Hersh, Thomas	5.00
Hils-Williams, Jackie	2.00
Hinton, Karen	3.37
Holland, Jon	0.54
Isonio, Steven	6.00
Jaramillo, Eli	3.18
Jones, Barbara	3.33

Jones, Rayne	2.00
Kamphuis, Jacqueline	5.00
Kirchen, Deanna	8.00
Kramer, Bryan	7.33
Lopez-Rodriguez, Americo	3.00
Marinotti, Eva	2.11
Miyadi, Barbara	3.58
Moore, David	1.50
Nguyen, Jimmy	1.00
Nielsen, Donavan	1.56
Pascoe, Kimberly	1.77
Pham, Diep	1.67
Potts, Eva	3.11
Ramm-Engle, Martha	9.40
Rangel, Amy	0.66
Restelli, Diane	2.11
Reyna, Edward	0.39
Rosales, Evangelina	3.25
Ross, Roxana	3.55
Sambrano, Michelle	2.00
Sekins, Denise	2.36
Smith, Jane	4.84
Sykes, Elizabeth	4.33
Tarango, Abraham	8.00
Terry, Russell	3.00
Thach, Amy	3.00
Valenzuela, Yvonne	6.00
Wight, Gregory	0.66

OCC

<u>Name</u>	<u>LHE</u>
Adelman, Daniel	0.84
Akers, Thomas	1.00
Albi, Jessica	1.50
Altobelli, John	5.42
Amaral, Christina	0.66
Anderson, Courtney	6.00
Arnold, Herrick	1.50
Banoczy, Walter	2.36
Barber, William	5.94
Barton, Laurie	3.00
Beard, Daniel	4.00
Behr, Laura	5.00
Belcher, Mary	2.10
Bellah, Geoffrey	1.00
Blake, Elizabeth	0.13
Bloomfield, Lisa	1.80
Bosch, Jill	0.66
Breece, William	3.00
Campbell, Laurie	2.00
Coaty, Patrick	3.00
Coco, Felicia	6.00
Colvin, Diane	3.00
Conner, Greg	3.00
Cooper, Barbara	0.14
Corely, Cynthia	1.40
Costas, Jose	1.95
Cottrell, Lynne	3.70
Cox, Steven	2.40
Cutenese, Charles	3.84
Desurra, Christopher	6.00
Dowling, Thomas	0.90
Drew, Rendell	1.50
Farrell, Dan	1.11
Funez-Gonzalez, Juani	6.00
Gillisen, Blade	6.12
Gleason, David	6.06

Golden, Jill	0.17
Goldman, Tamar	2.00
Golson, Christopher	4.26
Golson, Daniel	0.54
Gonzales, Jarren	6.00
Gould, Brian	0.08
Hall, William	4.00
Hanlon, Anna	3.00
Hassapis, Phylcia	3.94
Hearlson, Ken	6.00
Henry, Lorraine	3.82
Hollander, Gena	6.00
Iacopetti, Anthony	0.58
Ibranossian, Agatha	3.06
Isaac, Darryl	2.53
Kagawa, Akemi	5.00
Kamphuis, Jacqueline	3.00
Katz, Eleanor	4.50
Keesler, Kathleen	3.00
Kennedy, Marilyn	1.00
Kennedy, Patrick	1.00
Knox, John	2.79
Kubiak, Renee	4.00
Kuo, Daniel	4.50
Lawell, Cheri	3.00
Lazarus, Robert	1.80
Lerma, Maria	1.00
Livingston, Tab	6.50
Lohman, Benjamin	6.00
Loren, Davi	1.00
Maher, Deborah	6.00
Maran, Janice	1.67
Marcina, Vesna	1.00
McCall, Leslie	5.80
McClanahan, Anne	1.90
McClure, William	2.50
Meadows, Arnold	0.38
Melrose, Charlene	6.00
Monahan, Georgie	1.00
Mushkin, Hilary	1.80
Myers, Joy	1.48
Myers, Kevin	7.20
Norling, Marcella	3.00
Obstfeld, Loretta	2.00
Ocoa, Marco	2.50
O'Conner, Robin	3.91
Parker, Kenneth	3.00
Parker, Peter	1.00
Perez-Stable-Cox, Olga	6.00
Pettus, Candice	6.00
Pham, Lien	4.50
Polk, Sherana	6.00
Raileanu, Lia	4.00
Rango, Erik	3.00
Reber-Bonhall, Cynthia	1.80
Rickerson, Irini	3.00
Rogers, Marcia	1.00
Sachs, Loren	2.35
Salinger, Joan	0.90
Savage, Jennifer	6.00
Selzer, Thomas	3.37
Shine, Brenda	2.50
Simpson, Melissa	2.93
Skeie, Leon	6.00
Smith, Carl	4.91
Smith, Kevin	0.58

Smolin, James	4.00
Soto, Ricardo	3.00
Spencer, Steven	2.75
Steadry, Fred	3.60
Storm, Sara	3.50
Tennant, Wayne	1.80
Topping, Holly	0.90
Weatherford, Leigh	1.00
Wheaton, Dana	5.00
Whitridge, Roger	4.50
Wynne, Ann	3.00
Zitter, Jeremy	1.00

FACULTY OVERLOAD

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/27/11 to 12/18/11** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

OCC

<u>Name</u>	<u>LHE</u>
Boyer, Derek	2.33

Justification: Division failed to submit paperwork to OCC Personnel Department

2. Substitute Faculty**Full time Faculty Substitutes**

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

GWC

Barua, Dibakar
 Best, Amanda
 Boyer, Nancy
 Brodie, Nanette
 Chambliss, Tasha
 Christie, Joan
 Cosand, Keisha
 Cucurny, Marius
 Fiorane, Michele
 Galassi, Cecelia
 Hausey, Collette
 Holland, Jon
 Jones, Ryane
 Lavarini, Teresa
 Lervold, John
 Lopez-Rodriguez, Americo
 Moore, Sacha
 Ramm Engle, Martha
 Remsburg-Shiroshi, Elizabeth
 Revilla, Candace
 Reyna, Edward
 Rosales, Evangelina
 Tarango, Abraham
 Tayyar, Paul
 Ullrich, Richard

Part time Faculty Substitutes

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2011-12 academic year.

CCC

Gettinger, Amy
 Henry, Deborah

Nguyen, Scott
Parsell, Jill
Pourreza, Atousa
Syed, Erum
GWC
Abella, Dori
Alvarez, Veronica
Baumheckel, Kenneth
Bergman, Martha
Bornemann, Chung
Calderon, Araceli
Chrisco, Tiffanie
Cooper, Paz
Cordiero, Judy
Daugherty, Seth
Davis, Sherry
Digiovanni, Elizabeth
Dinger, Michelle
Drum, Jean
Follin, Stella
Graves, Buchansha
Hanania, Karen Marie
Head, Anne
Hendrix, Jeffrey
Hodjera, Eva
Hostetter, Darren
Huxley, Dawn
Janke, Kelly
Jimmons, Charlotte
Kim, Ellen
Krause, Alana
Le, Cathy
Leigh, Michael
Lenoir, Jamie
McPherson, Deborah
Morales, Irma
Oberlin, Masumi Arakaki
Palmer, Leslie
Peacock, Joyce
Pham, Duong
Pham, Khanhvan
Rami, Kiran
Russell, Bruce
Salazar, Yvonne
Sandrock, Donna
Siddiqi, Catherine
Sinclair, Anita
Snedeker, Marde
Tran, Tammie
Walker, Heather
Wegter, Rachel
Whitchurch, Charles
Whitney, Marisa

3. Full time Faculty

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

Temporary Faculty

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>Plcmt</u>
Tran, Jamie Lee	GWC	Temp Instructor, Nursing	01/30/12	A-II-07

4. Part time FacultySPRING

Assignments during the period **01/30/12-05/27/12** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

CCC

<u>Name</u>	<u>LHE</u>
Ahmed, Shariq	3.750
Barrett, Debra	2.250
Cao, Thomas	3.375
Crowley, Debra	3.750
Fuller, David	4.498
Gomez-Holbrook, Angela	9.830
Graves, Buchansha	7.640
Huerta, Nicolas	6.000
Keefer, Sherry	1.500
Kuang, Jessica	2.250
Semer, Lynn	1.500
Sidhu, Rajinder	6.500
Strauss-Thacker	3.000

GWC

<u>Name</u>	<u>LHE</u>
Abella, Dori	6.570
Alvarez, Veronica	2.880
Anthony, Richard	6.000
Black, James	3.250
Bogart, Dennis	3.500
Bornemann, Chung	5.020
Braviek, Lester	10.00
Bui, Minh	5.000
Burger, Alice	5.330
Camacho, Daisy	5.750
Castro, William	6.250
Cavin, Andre	7.500
Chandra, Jyoti	5.250
Cohen, Herbert	10.00
Cooper, Paz	7.880
Cordiero, Judy	5.260
Davis, Sherry	5.020
Gagne, Patrick	9.033
Garcia, Anthony	6.250
Glassford, Guy	3.670
Glumace, Sean	9.170
Gottesman, Judith	2.000
Hansbury, Edward	3.670
Hostetter, Darren	3.670
Jacobo, Cesar	6.250
Jimmons, Charlotte	8.360
Kubis, Jon-Michael	6.380
Lewin, Stephen	8.250
Lewis, Mark	3.670
Liu, Shin	10.00
Mack, Joeline	5.250
Magallanes, Francisco	6.250
Mahmood, Hassaan	3.670
McCallum, Douglas	10.00
McClaren, Shane	3.000
Moreland, Eddie	9.000
Moriarty, Kathleen	6.000
Mushet, Linda	9.500
Olson, Wayne	6.000

Orrill, Deborah	2.750
Penna, Michael	5.250
Roley, William	9.000
Rudd, Marty	5.500
Sillings, Donald	3.000
Sineri, Loretta	3.670
Snedeker, Mary	6.450
Somoano, Miriam	3.000
Spiniello-Duran, Paula	9.000
Vasilik, Richard	7.000
Walker, Heather	4.500
Wegter, Rachel	6.000
Westerkamp, Robb	2.000
White, Carol	6.390
Wolzinger, Renah	9.680

Orange Coast College

<u>Name</u>	<u>LHE</u>
Bourouis-Benyassine, Aisha	8.000
Brunner, Janelle	8.000
Hansen, Beth Ann	3.666
Hayes, Laird	6.875
Hoffman, Glynis	1.000
Iredale, Susan	6.000
Jennings, Ian	6.500
Khuzhnyak, Aleksandra	9.000
Kilkenny, Kathleen	3.645
Kumar, Kunaal	0.500
Le, Tuyet	3.000
Marland, Albert	0.950
Martinez, Matthew	3.500
Nguyen, Thu Kim	4.000
Okhandiar, Vazi	3.000
Plisco, David	9.000
Saichek, William	5.750
Secor, John	4.250
Stewart, William	0.850
Stavropoulos, Alexis	3.000
Tran, Hoa	4.500
Tress, Marguerite	6.000
Wallace, Brennan	3.000
Ziemer, William	4.000

5. Educational Administrator

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

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Leon, Christine	CCC	Dean, Counseling & Special Programs	02/21/12	D-32-03	5-C-12

6. Classified Management

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

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start/End Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Patterson, Richard	DIS	Interim, Adm Director of District Inform Services	01/19/12 to 06/30/12	G-32-06	D-009-12

7. Classified Staff

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

Promotions and Transfers

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Benavides, Cristina	GWC	Adm/Rec Tech 2	01/19/12	E-45-05	G-008-12
Nguyen, John Paul	OCC	Div Area Office Coordinator	02/20/12	E-49-05	O-016-12
Nguyen, Thuy	DIST	Staff Assistant-Confidential	01/23/12	J-53-04	D-008-12

8. Reclassification and Reorganization/Reassignment

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

Reorganization/ReassignmentsClassified

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Arroyo, Veronica	DIST	Office Coordinator E-42	Staff Aide E-48	01/19/12
Camody, Laurie	GWC	Staff Aide E-48	Staff Assistant E-52	01/19/12
Johnson, Daniel	GWC	Sports Inform/Market Asst E-52	Athletic Facilitator E-56	01/19/12
Pierce, Betty	GWC	Locker Room Assist 62.5% E-32	Clerk 62.5% E-32	01/19/12

9. Classified Temporary Assignments

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

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Doty, Wanda	DIST	Dist Bdg/Accounting Manager	Special Assign	02/01/12	04/30/12	G-24-07

Extension of End Dates for Out of Class Assignments

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Plcmt</u>
Dupuy, Lisa	DIST	HR Tech	Staff Aide	Extend from 12/31/11 to 03/31/12*	E-48-05
Gomez, Angela	CCC	Mil Cont Ed Tech Inter	Mil Cont Ed Prog Coord	Extend from 01/31/12 to 04/30/12	E-54-01
Nguyen, Hung Van	DIST	Mechanic	Lead Mechanic	Extend from 12/31/11 to 03/31/12*	E-55-05
Waldfoegel, Donna	DIST	Adm Dir, HR	Special Assignment	Extend from 12/14/11 to 12/19/11**	7.5% increase

*Justification: Paperwork received after earlier Board deadline

**Justification: Vice Chancellor, HR unexpected extended absence

10. Short Term Hourly Staff

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

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

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Barocio, Eric	CCC	01/19/12	06/30/12	120010-850101	M,T,W,TH,F
Bihr, Amanda	GWC	01/19/12	06/30/12	110001-300002	M,T,W,TH,F
Fletcher Jr., Frank	CCC	01/19/12	06/30/12	120010-850101	M,T,W,TH,F
Garcia, Patricia	CCC	01/19/12	06/30/12	120182-856601	M,T,W,TH,F
Hoang, Lisa	GWC	01/19/12	06/30/12	124036-349303	M,T,W,TH,F
Millfelt, Donna	CCC	01/19/12	06/30/12	120182-856601	M,T,W,TH,F
Ngo, Patricia	CCC	01/19/12	06/30/12	120182-856601	M,T,W,TH,F
O'Neal, Shannon*	OCC	12/15/11	06/30/12	124010-259704	M,T,W,TH,F

*Justification: Late due to lack of campus personnel available to process paperwork in December

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Butcher, Jocelyn	GWC	02/01/12	06/30/12	110001-324105	M,T,W,TH,F
Eckhart, Sherry	GWC	01/19/12	06/15/12	110001-324104	M,T,W,TH,F
Fuller, Lee	OCC	01/19/12	06/30/12	110001-247700	T,TH,F
Hoshstrasser, Michael	GWC	02/01/12	06/30/12	110001-324105	M,T,W,TH,F
Meyers-Giddings, Jennifer	OCC	01/27/12	06/30/12	812001-201592	M,T,W,TH,F
	OCC	01/27/12	06/30/12	110001-201591	M,T,W,TH,F
	OCC	01/27/12	06/30/12	120176-251045	M,T,W,TH,F
	OCC	01/27/12	06/30/12	812001-201592	M,T,W,TH,F
Raymond, Mark	OCC	01/27/12	06/30/12	110001-201591	M,T,W,TH,F
	OCC	01/27/12	06/30/12	120176-251045	M,T,W,TH,F
	OCC	01/27/12	06/30/12	812001-201592	M,T,W,TH,F
	OCC	01/27/12	06/30/12	110001-201591	M,T,W,TH,F
Ro, Michael	OCC	01/27/12	06/30/12	120176-251045	M,T,W,TH,F
	OCC	01/27/12	06/30/12	812001-201592	M,T,W,TH,F
	OCC	01/27/12	06/30/12	110001-201591	M,T,W,TH,F
Vo, Kimmai	OCC	01/27/12	06/30/12	120176-251045	M,T,W,TH,F
	GWC	01/30/12	06/30/12	124006-361515	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Aldana, Dennis	OCC	01/19/12	06/30/12	127005-258900	M,T,TH
Garcia, Joseph	OCC	01/19/12	06/30/12	812015-263750	S,SU
Pham, Duy	OCC	01/19/12	06/30/12	812015-263750	S,SU

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Digiovanni, Nancy	GWC	01/19/12	06/30/12	110001-380101	M,T,W,TH,F
Wall, Susan	GWC	EXTEND	06/30/12	813020-381301	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Dang, Mai	OCC	EXTEND	01/03/12	110001-280003	M,T,W,TH,F
Salazar, Paul	CCC	EXTEND	01/31/12	120010-850101	M,T,W,TH,F

11. Substitute Classified

It is recommended that authorization be given for the following hourly Substitutes, on call, as needed to perform noncertificated substitute services for classified employees temporarily absent from departments which have state mandated coverage requirements, or which perform services directly related to the safety and maintenance of the campuses.

None.

12. Clinical Advisors/Summer

None.

13. Medical Professional Hourly Personnel

None.

14. Student Workers

It is recommended that authorization be given for the following hourly employment of either full time students enrolled in 12 or more units per semester, or part time students enrolled in less than 12 units per semester in any college

work-study program, or in a work experience education program, with duties performed not to result in the displacement of any classified personnel, or impair existing services.

GWC

Doan, Bao
Kaufinger, Cindy
Ly, Michael

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

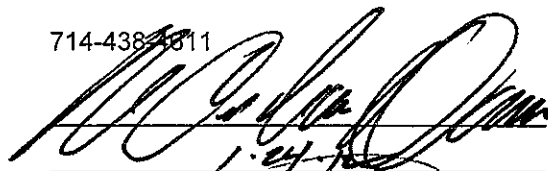
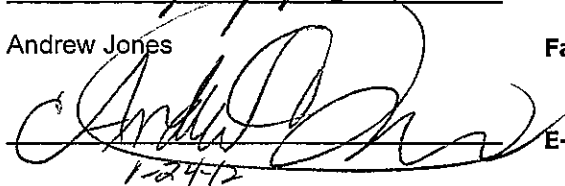
CHANGE THE PERIOD ▼

Fiscal Year: 2011-2012

Quarter Ended: (Q2) Dec 31, 2011

District: (830) COAST

Your Quarterly Data is Certified for this quarter.

Chief Business Officer**CBO Name:** Andy Dunn**CBO Phone:** 714-438-4611**CBO Signature:****Date Signed:**
1-24-12**Chief Executive Officer Name:** Andrew Jones**CEO Signature:****Date Signed:**
1-24-12**Electronic Cert Date:** 01/17/2012**District Contact Person****Name:** Kim McCord**Title:** Admin Director, Fiscal Affairs**Telephone:** 714-438-4654**Fax:** 714-438-4874**E-Mail:** kmccord@cccd.edu

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

Send questions to:

Christine Atalig (916)327-5772 atalig@cccco.edu or Tracy Britten (916)323-6899 tbritten@cccco.edu

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Attachment 1

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q

VIEW QUARTERLY DATA

CHANGE THE PERIOD ▼

Fiscal Year: 2011-2012

Quarter Ended: (Q2) Dec 31, 2011

District: (830) COAST

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2008-09	Actual 2009-10	Actual 2010-11	Projected 2011-2012
Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	190,567,016	186,702,880	189,510,650	178,200,000
A.2	Other Financing Sources (Object 8900)	3,075	17,461	512,511	500,000
A.3	Total Unrestricted Revenue (A.1 + A.2)	190,570,091	186,720,341	190,023,161	178,700,000
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	191,053,827	185,988,908	178,547,034	177,000,000
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,020,556	1,819,367	3,884,747	3,250,000
B.3	Total Unrestricted Expenditures (B.1 + B.2)	193,074,383	187,808,275	182,431,781	180,250,000
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-2,504,292	-1,087,934	7,591,380	-1,550,000
D.	Fund Balance, Beginning	23,601,080	21,096,788	19,698,262	27,289,190
D.1	Prior Year Adjustments + (-)	0	-310,592	-452	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	23,601,080	20,786,196	19,697,810	27,289,190
E.	Fund Balance, Ending (C. + D.2)	21,096,788	19,698,262	27,289,190	25,739,190
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	10.9%	10.5%	15%	14.3%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	37,299	36,103	35,186	33,292
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2008-09	2009-10	2010-11	2011-2012
H.1	Cash, excluding borrowed funds		57,820,043	48,949,787	53,978,183
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	58,797,897	57,820,043	48,949,787	53,978,183

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

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	178,159,368	178,159,368	103,751,249	58.2%
I.2	Other Financing Sources (Object 8900)	500,000	500,000	250,000	50%
I.3	Total Unrestricted Revenue (I.1 + I.2)	178,659,368	178,659,368	104,001,249	58.2%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	178,921,881	179,405,313	71,006,066	39.6%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	3,257,276	3,257,276	152,424	4.7%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	182,179,157	182,662,589	71,158,490	39%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-3,519,789	-4,003,221	32,842,759	
L	Adjusted Fund Balance, Beginning	27,289,190	27,289,190	27,289,190	
L.1	Fund Balance, Ending (C. + L.2)	23,769,401	23,285,969	60,131,949	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	13%	12.7%		

V. Has the district settled any employee contracts during this quarter? **NO**

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

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

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

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

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

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

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

The District anticipates an additional \$7 million in new expense obligations emerging in the 2012-13 FY. The Governor's budget just released includes new tax revenues that may not materialize and cause mid-year trigger cuts of \$8.2 million. This cut along with the expenses noted earlier result in a budgetary problem of approximately \$15 million. The District Budget Advisory Committee will address the problem in the spring budget development process.

Coast Community College District Financial Status Report

Second Quarterly Report Fiscal Year 2011-2012

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9110	CASH IN COUNTY TREASURY	16,941,631	37,036,552	53,978,183
9120	CASH IN BANKS	789,336	1,315,344	2,104,680
9125	CASH COLLECTN AWAITG DEPOSIT	505,703	-505,703	0
9130	REVOLVING CASH FUND	241,141	57,881	299,022
9150	INVESTMENTS	79	0	79
9160/9169	ACCOUNTS RECEIVABLE	23,650,670	-17,412,488	6,238,182
9170	DUE FROM OTHER FUNDS	540,356	-490,356	50,000
9220	PREPAID EXPENSES	415,877	-415,877	0
9230	PREPAID EXPENSE/MID-MONTH	0	753,526	753,526
Total Assets		43,084,793	20,338,879	63,423,672

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9510	ACCOUNTS PAYABLE	923,939	-915,873	8,066
9511	MISC ACCRUALS YR-END	6,369,234	-6,365,036	4,198
9514	ACCRUED PAYROLL PAYABLES	156,362	-156,362	0
9519	ACCTS PAYABLE ACCRUALS	10,354	156,042	166,396
9520	DUE TO OTHER FUNDS	1,646,677	-1,646,677	0
9540	DEFERRED INCOME	5,920,638	-5,920,638	0
9550	SUMMER PAY WITHHELD	25,443	-16,995	8,448
9552	CALIF USE TAX PAYABLE	1,499	-391	1,108
9555	CA NON-RESIDENT W/H PAYABLE	0	0	0
9571	ACCRUED VACATION	741,457	0	741,457
Total Liabilities		15,795,603	-14,865,930	929,673

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9711	NON-DESIGNATED FUND BALANCE	27,289,190	0	27,289,190
9712	YEAR END APPROPRIATIONS	0	0	0
9713	ACCOUNTS RECEIVABLE ADJUSTMTS	0	0	0
9714	ACCOUNTS PAYABLE ADJUSTMENTS	0	0	0
		<u>27,289,190</u>	<u>0</u>	<u>27,289,190</u>
	Fund Balance as of July 1, 2011			27,289,190
	Plus Total Revenues			115,737,650
	Less Total Expenditures			80,532,841
9910	Plus Suspense Clearing			0
9918	Less Suspense A Payroll			0
9919	Less Suspense B Payroll			0
	Fund Balance as of December 31, 2011			<u>62,493,999</u>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8120	HIGHER EDUCATION ACT	2,186,840	662,943
8130	WORKFORCE INVESTMENT ACT	4,973,603	1,098,640
8140	TANF-TRANSITIONL ASSIST TO NEEDY FAMILIES	123,569	0
8170	VOC&APPLIED TECH EDUCATION ACT	1,626,718	154,172
8199	OTHER FEDERAL REVENUE	581,784	19,172
Sub Total	8100 FEDERAL REVENUE	9,492,514	1,934,927
8612	STATE GENERAL APPORTIONMENT	55,800,000	29,184,728
8619	OTHER GENERAL APPORTIONMENTS	927,184	499,977
8622	EXTENDED OPPORTUNITY PROG &SVS	1,938,580	935,377
8623	DISABLED STUDENTS PROGRAMS&SVS	1,461,693	760,080
8624	CALWORKS	399,438	192,967
8625	TELE TECH INFRASTRUCTURE PROG TTIP	35,088	35,088
8629	OTHER CATEGORICAL APPORTIONMT	7,696,309	3,962,974
8659	OTHER CATEGORICAL PROGRAMS	549,956	69,910
8672	HOMEOWNERS PROPERTY TAX RELIEF	700,000	108,392
8681	STATE LOTTERY PROCEEDS	4,919,101	736,764
8682	STATE MANDATED COSTS	0	4,609
8699	OTHER STATE INCOME	0	7,074
Sub Total	8600 STATE REVENUE	74,427,349	36,497,940
8811	DISTRICT TAXES - SECURED ROLL	78,900,000	42,996,786
8812	DISTRICT TAXES-SUPPLEMNTL ROLL	1,000,000	504,931
8813	DISTRICT TAXES-UNSECURED ROLL	3,000,000	2,461,243
8816	DISTRICT TAXES-PRIOR YEAR	4,000,000	1,838,522
8817	EDU REVENUE AUGUMENTATION FUND	0	-1,215,545
8818	REDEVELOPMENT PROPERTY TAXES	400,000	223,366
8831	CONTRACT INSTRUCTION	30,000	3,469,346
8840	SALES	100,000	30,055
8850	RENTALS	2,094,500	813,720
8861	INTEREST & INVESTMENT INCOME	250,000	70,007
8871	CHILD DEVELOPMENT SERVICES	480,000	229,958
8874	ENROLLMENT FEES	16,200,000	13,201,228

<u>Object</u>	<u>Description</u>		<u>Adjusted Budget</u>	<u>Actual</u>
8876	HEALTH FEES		1,780,887	2,017,299
8877	INSTRUCT MATERIAL FEES		745,606	454,550
8879	STUDENT RECORDS		200,000	111,424
8880	NON RESIDENT TUITION		7,585,000	7,169,078
8881	PARKING FEES		1,846,452	878,166
8889	OTHER STUDENT FEES		41,000	547,851
8892	TELECOURSE REVENUE		400,000	0
8893	PARKING FINES		692,684	295,653
8899	OTHER LOCAL INCOME		2,423,175	957,145
Sub Total	8800	LOCAL REVENUE	122,169,304	77,054,783
8912	SURPLUS PROPERTY SALES		500,000	250,000
8914	GAIN ON SALE OF ASSESTS		0	0
8981	INTERFUND TRANSFERS		0	0
Sub Total	8900	OTHER FINANCING SOURCES	500,000	250,000
		TOTAL REVENUE	206,589,167	115,737,650

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
1100	INSTRUCTORS REG CONTRACT	34,882,668	13,401,199
1200	NON-INSTRUCTNL REG CONTRACT	13,812,620	5,735,145
1300	INSTRUCTORS HOURLY	21,121,024	6,797,427
1400	NON-INSTRUCTNL HOURLY	2,668,029	840,293
Sub Total	1000 CERTIFICATED SALARIES	72,484,341	26,774,064
2100	NON-INSTR CLASSIF REG CONTRACT	41,808,357	17,258,452
2200	INSTR CLASSIF REG CONTRACT	3,220,246	1,369,062
2300	NON-INSTRUCTIONAL, HOURLY	4,659,310	1,964,206
2400	INSTRUCTIONAL HOURLY	887,415	561,742
Sub Total	2000 CLASSIFIED SALARIES	50,575,328	21,153,462
3000	EMPLOYEE BENEFITS	3,288,154	0
3100	STRS-STATE TEACHERS RETIREMENT	3,651,808	1,886,794
3200	PERS-PUBLIC EMPLOYEES RETIREMENT	5,085,290	2,281,478
3300	OASDI-OLD AGE/SURVIVORS/DISABILTY INS	4,174,168	1,926,180
3400	HEALTH & WELFARE BENEFITS	18,665,789	7,817,840
3500	STATE UNEMPLOYMENT INS	1,470,746	376,381
3600	WORKERS COMPENSATION INS	1,554,893	813,870
3700	LOCAL RETIREMENT SYSTEM	11,368,400	5,684,200
3900	OTHER BENEFITS	0	0
Sub Total	3000 STAFF BENEFITS	49,259,248	20,786,743

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
4200	OTHER BOOKS	19,160	2,894
4300	INSTRUCTINL SUPPLIES	4,706,546	978,977
4400	MEDIA SUPPLIES	44,168	14,239
4600	FUEL, OIL & REPAIR PARTS	411,973	137,709
4900	OTHER SUPPLIES	0	0
Sub Total	4000 BOOKS, SUPPLIES & MATERIALS	5,181,847	1,133,819
5000	INDIRECT EXPENSE CHARGEBACK	299,117	26,764
5100	PERSONAL AND CONSULTANT SERVICES	377,503	169,518
5200	TRAVEL AND CONFERENCES	694,691	147,946
5300	DUES AND MEMBERSHIP	354,214	181,391
5400	INSURANCE	1,537,851	1,365,089
5500	UTILITIES	4,939,932	2,034,808
5600	RENT, LEASES AND REPAIRS	7,086,355	3,075,479
5700	LEGAL, ELECTION AND AUDIT EXPENSES	1,559,283	749,047
5800	OTHER OPERATING EXPENSES AND SERVICES	6,765,115	1,843,835
5900	OTHER	1,887,756	0
Sub Total	5000 CONTRACT SERVICES, OPERATING EXPENSES	25,501,817	9,593,877
6100	SITE IMPROVEMENTS	22,000	0
6200	BUILDING IMPROVEMENTS	32,820	5,863
6300	BOOKS (NEW)	86,806	54,944
6400	EQUIPMENT AND LEASE PURCHASE	3,162,856	547,021
Sub Total	6000 CAPITAL OUTLAY	3,304,482	607,828
7300	INTERFUND TRANSFER OUT	3,284,376	104,169
7500	STUDENT FINANCIAL AID	96,602	54,560
7600	OTHER PAYMENTS TO OR FOR STUDENTS	904,347	324,319
7900	RESERVE FOR CONTINGENCIES (BUDGET ONLY)	23,285,969	0
Sub Total	7000 OTHER OUTGO & RESERVES	27,571,294	483,048
	TOTAL EXPENDITURES	233,878,357	80,532,841

Pursuant to Section 3547(a) of the *Government Code*, the following proposal is submitted by the Coast Community College District as its initial proposal for negotiations of a successor agreement with the Coast Federation of Classified Employees/American Federation of Teachers AFL/CIO (CFCE/AFT – Local 4794). It is anticipated that the negotiations process for this successor agreement will continue to embrace Interest Based Bargaining (IBB), either in full or part, a joint venture initiated by the District, the Coast Federation of Classified Employees (CFCE), and the Coast Federation of Educators (CFE), in 2010-11. If the IBB process is continued, specific interests will be shared and solutions will be jointly developed during a facilitated negotiations process. The District considers any article opened by the CFCE for negotiations, as being opened for both parties and subject to modification; therefore, it is the District's intent to respond to each article opened for negotiations by CFCE.

The District's proposal is conceptual in nature, with specific language to be developed during the negotiations process. The District reserves its rights to modify its initial proposal by opening additional articles and/or sections, as it deems necessary and appropriate. Through negotiations, the ongoing fiscal challenges will need to be addressed. Relative to the fiscal challenge, in addition to unpredictable funding from the State, the percentage of the General Fund devoted to the direct costs of employment hovers at approximately 88% instead of a more sustainable 85% level, and health benefits costs are expected to continue to escalate above COLA.

Articles proposed for negotiations include but are not limited to the following:

Article 7 – Employee Status

7.2 Short Term Employees

- Alter limitation of days to be consistent with Education Code

7.4 Probationary Period

- Extension of probationary period to be congruent with Education Code
- Clarification of appraisal schedule

Article 10 – Performance Appraisal

10.3 Performance Appraisal Report

- Revise form

10.4 Performance Appraisal Schedule

- Revise timelines and evaluation cycle
- Incorporate Language Relating to Action Plans for Performance Improvement

Article 17 – Leaves of Absence

- Clarification of notice requirements for absences without prior approval
- Clarification of language pertaining to submission of absence forms

- Update to reflect current law or practices

17.12 Unauthorized Absence

- Include additional language relating to job abandonment

17.13 Abuse/Misuse of Sick Leave

- Add language to complete this section of the contract

Article 18 - Professional Development

18.4 Procedures

- As the District evolves its Professional Development vision and implementation to satisfy Board of Trustees interest (#2), changes that affect classified employees must be negotiated

Article 19 - Salaries

19.2 Longevity Pay

- Clarify concept and restructure or remove current language

19.4 Salary Schedules

- Develop compensation formula

Article 20 – Employee and Dependent Benefits

20.5 Federation Recommendations Regarding Fringe Benefits Program

- Include establishment of a collaborative benefits negotiations process that would bring both the CFE and the CFCE together at on "Joint Labor Management Health Benefits Negotiations Table."

Article 21 - Retirement

21.1 Continuation of Insurance upon Retirement

- Modify the eligibility requirement for continuance of district insurance benefits

Article 22 - Disciplinary Procedure

22.6 Steps in Progressive Discipline

- Modify to streamline steps

22.11 Suspensions of Four (4) or More Days

- Clarify existing language



Coast Federation of Classified Employees

AFT Local 4794

A Union of Professionals

CFCE.org



January 25, 2012

Dr. Deborah Hirsh
Vice Chancellor, Human Resources
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

RE: Sunshine Contract Articles – Successor Agreement

Dear Dr. Hirsh,

The items to be “sunshined” at the February 1, 2012, Board of Trustees meeting by the Coast Federation of Classified Employees, for the reopening of the successor collective bargaining agreement, include but are not limited to the following provisions:

Article 7 – Employee Status

- Open communication between Federation and District
- Revise probationary automatic extension
- Clarify employee status language

Article 10 – Performance Appraisal

- Procedure for dealing with false information in appraisals
- Clarification of language
- Clarify timeline for appraisal schedule

Article 12 – Reclassification

- Revise current process based on committee input

Article 17 – Leaves of Absence

- Inclusion of language for voting time off
- Inclusion of language for Exhaustion of Benefits/Reemployment Rights
- Expand language to include under FMLA to include caring for Armed Forces members
- Inclusion of language to keep National Guard and reserves whole during training

Article 19 – Salaries

- Expansion of step and column provisions to include “Quality Employee Retention” equivalent to longevity pay
- Revise current out-of-class language to ensure equity and fairness

Article 26 – Nondiscrimination, Equal Employment Opportunity, Harassment and ADA

- Expand language to include whistle blower protection
- Make language more definitive

CFCE Office at Orange Coast College
2701 Fairview Road, Costa Mesa, CA 92626
(714) 432-5179 Fax: (714) 432-5661



CFCE Office at Golden West College
15744 Golden West Street, Huntington Beach, CA 92647
(714) 892-7711 x58765 Fax: (714) 895-8155

Please contact me if you have any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ann Nicholson". The signature is fluid and cursive, with the first name "Ann" and last name "Nicholson" clearly distinguishable.

Ann Nicholson, President
Coast Federation of Classified Employees
AFT 4794

Cc Dr. Andrew Jones, Chancellor
Jerry Patterson, Board of Trustees President
Christian Teeter, Secretary to the Board

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2011, by and between the COAST COMMUNITY COLLEGE DISTRICT, located at 1370 Adams Avenue, Costa Mesa, CA in the County of Orange, hereinafter called the DISTRICT, on behalf of Orange Coast College, located at 2701 Fairview Rd., Costa Mesa, CA hereinafter called the COLLEGE and ABC Unified School District, hereinafter referred to as the FACILITY.

WITNESSETH

WHEREAS, the COLLEGE and the FACILITY both acknowledge a public obligation to contribute to community education, and

WHEREAS, the FACILITY has available facilities to provide certain educational experiences and clinical practice,

NOW THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of mutual benefits to be derived therefrom, the parties hereto agree as follows:

I. RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

- A. Students of the COLLEGE will observe the policies and regulations of the FACILITY, and will comply with established standards relating to the clientele served by the FACILITY.
- B. The COLLEGE shall be responsible for the planning and implementation of the educational programs.
- C. The COLLEGE is responsible for implementing and maintaining all students' records in conjunction with the educational experience at the FACILITY.
- D. The COLLEGE shall specify appropriate student and faculty dress.
- E. The COLLEGE shall provide and be responsible for educational materials not specifically provided by the FACILITY.
- F. COLLEGE instructional staff shall meet regularly with designated persons at the FACILITY for the purpose of interpreting, discussing, and evaluating the instructional program.
- G. Students under this Agreement are not employees of the COLLEGE or the FACILITY.
- H. COLLEGE instructional staff and students are covered by Workmen's Compensation provided by the COLLEGE. The FACILITY shall have no obligation to provide any Workmen's Compensation benefits for the faculty or students. The COLLEGE shall provide liability insurance coverage for COLLEGE students receiving experience, as is provided for its employees.

II. RESPONSIBILITIES AND PRIVILEGES OF THE FACILITY

- A. The FACILITY shall permit the instructional staff and students of the COLLEGE to utilize the facilities as agreed to in the plan for instruction, agreed to by the FACILITY and COLLEGE.
- B. The FACILITY shall provide regular staff for service to clientele where students are obtaining experience. Service rendered by the student under supervision during the experience is to be considered part of the planned learning experience.
- C. The FACILITY shall designate a person to serve as coordinator and liaison between the FACILITY and the instructional staff of the COLLEGE.
- D. The FACILITY shall provide the following physical facilities for the students of the COLLEGE:
 - (1) Reasonable use of parking areas to the FACILITY.
 - (2) Locker and dressing rooms as needed.
 - (3) Conference/classrooms for regular scheduled meetings.
 - (4) Clientele charts, Kardex, etc.
 - (5) Procedure books, policy manuals.
 - (6) Standard reference books and dictionaries.
 - (7) Supplies and equipment, as used for client care, for the purpose of demonstration and practice.
 - (8) Use of the FACILITY library.

The FACILITY shall permit its paraprofessional employees to participate in the educational program as resource persons and experts, providing such participation does not interfere with assigned duties.

COLLEGE shall hold FACILITY, its officers, agents, and employees free and harmless from any claim or demand made and every liability, loss, damage, or expense of any nature whatsoever which may be incurred by reason of any damage to property, including FACILITY's property, or death or injury to persons arising out of the COLLEGE's use of said facility and resulting from the negligent or willful misconduct of the COLLEGE, its officers, employees, or agents. FACILITY shall hold COLLEGE, its officers, agents, and employees free and harmless from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever which may be incurred by reason of any damage to property, including the COLLEGE's property, or death or injury to persons arising out of the COLLEGE's use of said facility and resulting from the negligent or willful misconduct of FACILITY, its officers, employees, or agents, or from any dangerous or defective condition of the facility or premises.

THIS AGREEMENT may be modified or revised at any time by mutual consent, and shall be reviewed annually.

THIS AGREEMENT may be terminated by either party at the end of a semester, by giving 30 days' notice, in writing, to the other party, such termination not to affect students currently assigned to the FACILITY for experience.

AGREEMENT

PAGE 3

THIS AGREEMENT shall be effective on the _____ day of _____,
_____ and shall be continuous from this date, except as provided in the two immediately
preceding paragraphs.

IN WITNESS WHEREOF, the COLLEGE and the FACILITY have caused this AGREEMENT
to be executed by their duly authorized officers, the day and year first written above.

FACILITY-ABC Unified School District



SIGNATURE

16700 Norwalk Boulevard
Cerritos, California 90703
(562) 926-5566

11/4/11

DATE

**COAST COMMUNITY COLLEGE
DISTRICT**

President, Board of Trustees

1370 Adams Avenue
Costa Mesa, CA 92626

DATE

ORANGE COAST COLLEGE

Kevin Ballinger,
Dean Consumer & Health Sciences
714.432.5531

DATE



Second Addendum to Agreement for Audit Services

1. Coast Community College District ("District") and Vasquez & Company, LLP ("Vasquez") hereby enter into this Addendum to their current Agreement for Audit Services ("Agreement"). District and Auditor are referred to herein collectively as "Parties."

2. The Parties understand and agree that under the Agreement, Vasquez is to prepare the tax returns for Coast Community College Enterprise, Inc. ("Enterprise"), the Coast Community College District Foundation, the Coastline Community College Foundation, the Golden West College Foundation, the Orange Coast College Foundation, and if necessary, for the District.

3. Vasquez will prepare a formal tax opinion letter ("Opinion Letter") for the District, setting forth the analysis and conclusions of Vasquez concerning recommended actions and strategies for reducing the overall state and federal tax liability of the District and Enterprise, including through possible increases to the rent and fees that the District charges to Enterprise, possible changes to the corporate structure of Enterprise, and possible alternative methodologies for operating and managing the swap meets at Golden West College and Orange Coast College (such as having the swap meets operated directly by the District or by another auxiliary organization of the District). Vasquez is to provide the District with a draft of the Opinion Letter no later than March 1, 2012, and is to provide the District with the final version of the Opinion Letter no later than March 30, 2012. At the advice of Vasquez, this formal tax opinion will be provided to the District instead of the request for a Private Letter Ruling from the Internal Revenue Service ("IRS") that was the subject of the Parties' prior Addendum. The fee of \$5,000 that was to be for the preparation of the request for a Private Letter Ruling now will be for the preparation of the formal tax opinion letter; there will be no further fees, and of course, there will be no filing fee to the IRS.

4. Except as hereby amended, the terms of the Agreement remain the same.

COAST COMMUNITY COLLEGE
DISTRICT

VASQUEZ & COMPANY, LLP

By _____
Jim Moreno
Board President

By _____
Gilbert Vasquez
Managing Partner

Date: January __, 2012

Date: January __, 2012

Attachment 5



STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

OCF-01-12IA

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

COAST COMMUNITY COLLEGE DISTRICT

2. The term of this **01/01/12** through **12/31/12**
Agreement is:

3. The maximum amount **TRADE VALUE**
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To utilize parking lots and the Pacific Amphitheatre in trade at the OC Fair & Event Center ("District") and Orange Coast College ("OCC") as outlined on the following pages. Pages 1 – 4

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5 – 8

Check mark one item below as Exhibit D:

☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

☐

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions – GIA 101 (Attached hereto as part of this agreement) Page 9

Exhibit F – Insurance Requirements (Attached hereto as part of this agreement) Pages 10 – 11

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

COAST COMMUNITY COLLEGE DISTRICT

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jerry Patterson, Board President

ADDRESS

**1370 Adams Avenue, Costa Mesa, CA 92626
(714) 438-7444**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Steve Beazley, President & CEO

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General
Services Use Only

Attachment 6

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

DISTRICT PARKING LOT "E"

1. **Dates/Times of Use:** January 2 – June 21 and August 13 – December 21
Monday – Friday 6:00 a.m. to 12:00 a.m.
2. **Purpose:** Overflow parking for Orange Coast College (OCC) students.
3. That in the case of Lot "E" needing to be utilized for an event an alternative lot will be made available by the District.
4. To notify the District of any accident or incident that takes place in the designated parking area.
5. To provide proper directional signage.
6. To enforce parking regulations.
7. That vehicles will enter through Gate 3½ off of Arlington Drive to access the lot.

PACIFIC AMPHITHEATRE

1. **Dates/Times of Use:** Set-up: May 21 & 22 8:00 a.m. – 5:00 p.m.; Event: May 23 5:30 p.m. – 7:30 p.m.
2. **Purpose:** Orange Coast College Commencement Ceremony
3. **Estimated Attendance:** 6,000 – 7,000
4. To provide ushers.
5. To provide light snacks and beverages for after the commencement ceremony.
6. To provide necessary directional signage per the required specifications.
7. To be responsible for reimbursement of any fees charged by the Costa Mesa Police Department for traffic control purposes.
8. Seating shall be limited to the seated area. No access shall be permitted on the grass berm.
9. To provide \$10,000.00 worth of in-kind trade to be fulfilled by OCC in conjunction with the District's Director of Marketing of the year-round event program and the annual OC Fair as indicated in items 10 – 15.
10. To provide advertising/inclusion in:
 - a. *Coast to Coast* (weekly newspaper)
 - b. *Coast Report* (weekly newspaper)
 - c. Commencement Program
11. To provide a promotional email blast to all OCC accounts and social media announcement of OC Fair dates and Summer Book Drive.
12. To provide campus signage as follows:
 - a. Windmasters (6 key locations)
 - b. Glass display cases (12 locations)

13. To provide link to on OCC web site to the District's web site.

14. To provide brochure distribution as follows:

- a. Bookstore
- b. Offices
- c. Student Center
- d. Mailboxes

15. To insert Summer Concert Series schedule in Commencement Program.

OCC PARKING LOTS A, B, C, D & E

1. **Dates/Times of Use:** To compensate the District in the manner of trade services with utilization of agreed upon paved areas of parking lots A, B, C, D & E for year round events including but not limited to the following dates:
 - a. April 21, 22
 - b. May 6, 26, 27
 - c. June 22, 23, 24
 - d. July 13 – August 12
 - e. September 15, 16, 22
2. **Purpose:** For overflow vendor and patron parking during specified year-round events and the annual OC Fair.
 - To notify the District of any accident or incident that takes place in the designated parking areas.
4. In the occurrence of Lots "A, B, C, D and/or E" needing to be utilized for an event that an alternative lot will be made available by OCC.

OCC ADAMS DIRT LOT

1. **Dates/Times of Use:** June 18 – August 17
2. **Purpose:** For overflow parking during the annual OC Fair and the Barrett–Jackson event.
3. To notify the District of any accident or incident that takes place in the designated parking area.
4. In the occurrence of Lots "A, B, C, D and/or E" needing to be utilized for an event, that an alternative lot will be made available by OCC.

STATE AGREES:

1. To barricade District's Lot "E" to allow only one access point off Arlington Drive at Gate 3½.
2. To ensure that Gate 3½ off Arlington is locked/unlocked daily for the OCC students to enter.
3. To clean used areas on OCC premises after each day of use to restore to the condition in which the property was received.
4. To provide security personnel, traffic directors, directional signage, additional lighting, as needed, and portable restrooms during the designated events.
5. To work with OCC Public Safety to coordinate parking credential enforcement daily during the 2012 OC Fair and other dates utilized by the District for overflow parking.
6. To clean and make suitable for parking of vehicles. The District will coordinate and receive approval from OCC on the cleaning plan.
7. To hold harmless the Coast Community College District from any and all liability during the use of the Orange Coast College Adams parking lot during the OC Fair. The District assumes all responsibility and is aware the Adams parking lot is not paved and not striped.
8. To provide Contractor with proof of insurance for the contract period.

The following applies to use of the Pacific Amphitheatre only for the annual OCC Commencement Ceremony:

9. To provide and pay for the necessary parking services, stage lighting, sound (up to \$5,000.00 only) and curtains.
10. To provide coordination with Costa Mesa Police Department for traffic.
11. To provide electronic marquee board one week prior to date of Commencement Ceremony.
12. To provide and pay for five (5) Security personnel from 4:30 p.m. – 7:30 p.m.
13. To provide cement bases for flag hanging. Amount and location TBD.
14. To provide and pay for theatre prep and post event clean-up.
15. To provide and pay for janitorial personnel.
16. To have Master Concessionaire sell water and soda during the OCC Commencement Ceremony. Alcoholic beverages will not be available.
17. To allow OCC to sell Bookstore merchandise at no rent or commission to the District.
18. To allow OCC to sell flowers at no rent or commission to the District.
19. To provide electronic copy of OC Fair Summer Concert Series for inclusion in OCC Commencement Ceremony program.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT E – GIA 101

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for the minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.

EXHIBIT F – INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, or California Exposition and State Fair, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition and State Fair, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

In addition to the foregoing, Contractor shall provide a certified copy of an additional insured endorsement to the District, Forms ISO CG 2005, 2010, 2012, 2024, showing the State of California, the 32nd District Agricultural Association, the OC Fair and Event Center, and their agents, directors, officers, servants, and employees are made additional insureds on Contractor's general liability insurance policy and automobile liability policy.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: A statement by the insurance company that it will not cancel or reduce the limits or coverages of said policy or policies without giving 30 days prior written notice to the named certificate holder.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations.
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.



AMENDMENT NO. 2 TO AGREEMENT DATED

The Coast Community College District ("District") and Credentials Order Processing Services, Inc. ("COPSI") agree to amend the existing Agreement between the parties, dated November 2, 2006, as set forth below:

1. The Term of the Agreement shall be extended for an additional two years, for the period February 4, 2012 through and including February 4, 2014.
2. The following language replaces the current language in Section "14,"
"Confidentiality of Agreement:"

The intellectual property and systemic capabilities of the SERVICE shall be kept confidential and shall not be disclosed to any third party except with prior written consent of the other party to this Agreement or pursuant to compulsory process or a lawful order of a court of competent jurisdiction directing that the intellectual property and systemic capabilities be disclosed or furnished. Nothing herein shall prohibit either party from disclosing or publicizing the fact that the parties have entered into this Agreement.

The parties agree to the foregoing amendment by their respective signatures as set forth below.

Credentials Order Processing Services Inc.

Coast Community College District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 7



AGREEMENT FOR PROVISION OF
EVALUATION SERVICES
BETWEEN
COAST COMMUNITY COLLEGE DISTRICT,
ORANGE COAST COLLEGE (aka 'PROVIDER')
AND
RICHARD McGAFFIGAN (aka "SUBCONTRACTOR")
FISCAL YEAR - 2011/12

THIS AGREEMENT, entered into this ____ day of February, 2012, which date is enumerated for purposes of reference only, is by and between Coast Community College District, Orange Coast College, hereinafter referred to as "PROVIDER," and Richard McGaffigan, hereinafter referred to as "SUBCONTRACTOR."

WITNESSETH:

WHEREAS, PROVIDER has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Alcohol Prevention Services on Community College Campuses to the residents of Orange County; and

WHEREAS, PROVIDER is desirous of contracting with SUBCONTRACTOR, subject to the approval of the County Administrator, hereinafter referred to as "ADMINISTRATOR," for the provision of Evaluation Services in order to comply with the Agreement with COUNTY to provide Alcohol Prevention services on Community College Campuses; and

WHEREAS, SUBCONTRACTOR is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

This Agreement, together with any Exhibits attached hereto and incorporated herein by reference, fully expresses all understanding of PROVIDER and SUBCONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally executed and approved by PROVIDER, SUBCONTRACTOR, and ADMINISTRATOR.

2. COMPENSATION

A. PROVIDER shall compensate SUBCONTRACTOR monthly, in arrears, based upon services outlined in Section 17 of this Agreement. The maximum obligation of \$9,000 for evaluation services

provided as identified in Section 17 of this agreement in fiscal year 2011/12 shall be paid in equal monthly increments to Richard McGaffigan. The basis for compensation is completion of the professional services outlined in Section 17 of this Agreement.

B. SUBCONTRACTOR shall receive no compensation for the services provided pursuant to this agreement other than the rate set forth above.

C. The obligation of PROVIDER under this Agreement is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. PROVIDER shall give SUBCONTRACTOR written notification of such termination. Notice shall be deemed served on the date of mailing.

3. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. PROVIDER shall ensure that SUBCONTRACTOR is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program.

2. SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. PROVIDER has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of PROVIDER's Compliance Program by ADMINISTRATOR's Compliance Officer, SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Compliance Program and related policies and procedures.

5. Failure of SUBCONTRACTOR to submit its Compliance Program and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from PROVIDER shall constitute grounds for termination of this Agreement as to the non-complying party.

B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

1. PROVIDER shall ensure that SUBCONTRACTOR is made aware of ADMINISTRATOR's Code of Conduct.

2. SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers,

and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

3. PROVIDER has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of PROVIDER's Code of Conduct by ADMINISTRATOR, SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Code of Conduct.

5. SUBCONTRACTOR shall submit to PROVIDER a signed acknowledgement and agreement that SUBCONTRACTOR shall comply with PROVIDER or ADMINISTRATOR's Code of Conduct.

6. Failure of SUBCONTRACTOR to timely submit the acknowledgement of PROVIDER or ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from PROVIDER shall constitute grounds for termination of this Agreement as to the non-complying party.

C. COVERED INDIVIDUALS - SUBCONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities.

1. Ineligible Person shall be any individual or entity who:

a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or

b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. SUBCONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. SUBCONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

3. SUBCONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually (January and July) to ensure that they have not become Ineligible Persons. SUBCONTRACTOR shall also request that its sub-subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to SUBCONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

4. Covered Individuals shall be required to disclose to SUBCONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.

SUBCONTRACTOR shall notify PROVIDER immediately upon such disclosure.

5. SUBCONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with PROVIDER in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If SUBCONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, SUBCONTRACTOR shall remove such individual from responsibility for, or involvement with, PROVIDER business operations related to this Agreement.

6. SUBCONTRACTOR shall notify PROVIDER immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this AGREEMENT. PROVIDER will determine if any repayment is necessary from SUBCONTRACTOR for services provided by ineligible person or individual.

D. REIMBURSEMENT STANDARDS

1. SUBCONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. SUBCONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

3. SUBCONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, SUBCONTRACTOR shall use accurate billing codes to accurately describe the services provided and to ensure compliance with all billing and documentation requirements.

4. SUBCONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

E. COMPLIANCE TRAINING - PROVIDER shall make ADMINISTRATOR's General Compliance Training and Provider Compliance Training, where appropriate, available to SUBCONTRACTOR and its Covered Individuals.

1. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

2. Such training will be made available to each Covered Individual annually.

3. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. SUBCONTRACTOR shall retain the certifications. Upon written request by PROVIDER, SUBCONTRACTOR shall provide copies of the certifications.

4. CONFIDENTIALITY

A. SUBCONTRACTOR shall agree to maintain, in writing, the confidentiality of all records, including billings and audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Agreement, all SUBCONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns shall agree, in writing, with SUBCONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of SUBCONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

5. CONFLICT OF INTEREST

A. The parties hereto acknowledge that SUBCONTRACTOR may be affiliated with one or more organizations or professional practices located in Orange County. SUBCONTRACTOR therefore warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. SUBCONTRACTOR shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this Agreement, when compared to the result such act has on any other organization or professional practice.

B. SUBCONTRACTOR, while providing services under this Agreement, shall not refer clients or accept client referrals to his or her private practice or services.

6. DELEGATION AND ASSIGNMENT

SUBCONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without the prior written consent of PROVIDER and ADMINISTRATOR. This Agreement shall not terminate or alter the responsibilities of PROVIDER to COUNTY to assure that all activities and provisions described in COUNTY's Agreement with PROVIDER shall be carried out.

7. EMPLOYEE ELIGIBILITY VERIFICATION

SUBCONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C.

§1324 et seq., as they currently exist and as they may be hereafter amended. SUBCONTRACTOR shall retain all such documentation for all covered employees, sub-subcontractors and consultants for the period prescribed by the law.

8. EXPENDITURE REPORT [NOT APPLICABLE]

9. INDEMNIFICATION

A. SUBCONTRACTOR agrees to indemnify, defend with counsel approved in writing by PROVIDER and COUNTY, and hold PROVIDER and COUNTY, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIES") harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SUBCONTRACTOR pursuant to this Agreement. If judgment is entered against SUBCONTRACTOR, PROVIDER, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then SUBCONTRACTOR, PROVIDER, and COUNTY agree that liability will be apportioned as determined by the court. None of the parties shall request a jury apportionment.

B. In the event SUBCONTRACTOR provides services at the PROVIDER's facility, SUBCONTRACTOR shall ensure its compliance with all safety and health requirements for its employees in accordance with federal, state and county safety and health regulations. Prior to the execution of this Agreement, SUBCONTRACTOR shall furnish evidence satisfactory to PROVIDER, that SUBCONTRACTOR has secured, for the period of this Agreement, full Worker's Compensation coverage from a reputable insurance company licensed to do business in the State of California.

10. INSPECTIONS AND AUDITS

A. PROVIDER, ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, medical and client records of SUBCONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination; or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. SUBCONTRACTOR shall actively participate and cooperate with any person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this

Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, PROVIDER may terminate this Agreement as provided for in the Termination paragraph or direct SUBCONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to PROVIDER and ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from PROVIDER and/or ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by SUBCONTRACTOR to PROVIDER, or payment of sums due from PROVIDER to SUBCONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from SUBCONTRACTOR to PROVIDER, and such reimbursement is not received within said sixty (60) calendar days, PROVIDER may, in addition to any other remedies provided by law, reduce any amount owed SUBCONTRACTOR by an amount not to exceed the reimbursement due PROVIDER.

D. SUBCONTRACTOR shall forward to PROVIDER and ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of SUBCONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

11. LICENSES AND LAW

A. SUBCONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. SUBCONTRACTOR shall notify PROVIDER immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. SUBCONTRACTOR shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter amended or changed, except those provisions or application of those provisions waived by the Secretary of the Department of Health and Human Services.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. SUBCONTRACTOR agrees to furnish to PROVIDER within thirty (30) calendar days of the award of this Agreement:

- a. In the case of an individual contractor, his/her name, date of birth, social security

number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification that SUBCONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification that SUBCONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of SUBCONTRACTOR to timely submit the data and/or certifications required by subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

12. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, SUBCONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. SUBCONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from PROVIDER and/or ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of SUBCONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

3. Each labor union or representative of workers with which SUBCONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS, AND FACILITIES - SUBCONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the following based on one or more of the factors identified above:

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- d. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
- e. Assignment of times or places for the provision of services.

2. Complaint Process - SUBCONTRACTOR shall establish procedures for advising all clients through a written statement that SUBCONTRACTOR's clients may file all complaints alleging discrimination in the delivery of services with SUBCONTRACTOR, PROVIDER and ADMINISTRATOR, or the COUNTY's Patient's Rights Office. SUBCONTRACTOR's statement shall advise clients of the following:

a. Whenever possible, problems shall be resolved informally and at the point of service. SUBCONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with SUBCONTRACTOR either orally or in writing.

1) COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

2) Throughout the problem resolution and grievance process, client rights shall be maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be informed of their right to access the Patients' Rights Office at any time.

b. In those cases where the client's complaint is filed initially with the Patients' Rights Office, the Patients' Rights Office may proceed to investigate the client's complaint.

c. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal with the Patients' Rights Office.

C. PERSONS WITH DISABILITIES - SUBCONTRACTOR agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

D. RETALIATION - Neither SUBCONTRACTOR, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and SUBCONTRACTOR may be declared ineligible for further contracts involving federal, state or county funds.

13. NOTIFICATION OF DEATH [NOT APPLICABLE TO THIS AGREEMENT]

14. PAYMENTS

A. PROVIDER shall pay SUBCONTRACTOR for the actual costs of providing the services hereunder; provided, however, the total of such payments does not exceed SUBCONTRACTOR'S Maximum Obligation; and provided further, SUBCONTRACTOR'S costs are reimbursable pursuant to county, state, and federal Regulations. PROVIDER may, at its discretion, pay supplemental billings for any month that has been fully paid.

B. SUBCONTRACTOR'S billings shall be on a form approved or supplied by PROVIDER and provide such information as is required by PROVIDER. Billings are due the seventh (7th) business day of each month, and payments to SUBCONTRACTOR should be released by PROVIDER no later than twenty-eight (28) calendar days after receipt of the correctly completed billing form.

C. All billings to PROVIDER shall be supported by SUBCONTRACTOR, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. PROVIDER may withhold or delay any payment if SUBCONTRACTOR fails to comply with any provision of this Agreement.

E. SUBCONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement.

15. RECORDS MANAGEMENT AND MAINTENANCE

A. SUBCONTRACTOR shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, which include, but are not limited to:

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).
2. State of California, Health and Safety Code §123145.

B. SUBCONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies (see COUNTY HIPAA P&P 1-2). SUBCONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of protected health information made in violation of federal or state regulations and/or COUNTY policies.

C. SUBCONTRACTOR's patient records shall be maintained in a secure manner. SUBCONTRACTOR shall maintain patient records and must establish and implement written record management procedures.

D. SUBCONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

E. SUBCONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

F. SUBCONTRACTOR shall be informed through this Agreement that HIPAA has broadened the definition of medical records and identified this new record set as a Designated Record Set (DRS). SUBCONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. SUBCONTRACTOR shall ensure compliance with requirements pertaining to the privacy and

security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI"). SUBCONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by SUBCONTRACTOR, notify PROVIDER and ADMINISTRATOR of such breach by telephone and email or facsimile.

H. SUBCONTRACTOR may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. SUBCONTRACTOR shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

I. SUBCONTRACTOR shall retain all financial records for a minimum of five (5) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

J. SUBCONTRACTOR shall retain all participant, client and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

K. SUBCONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

L. If SUBCONTRACTOR is unable to meet the record location criteria above, PROVIDER and ADMINISTRATOR may provide written approval to SUBCONTRACTOR to maintain records in a single location, identified by SUBCONTRACTOR.

M. SUBCONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the PROVIDER and ADMINISTRATOR.

N. SUBCONTRACTOR shall notify PROVIDER of any Public Record Act (PRA) request within twenty-four (24) hours. SUBCONTRACTOR shall provide PROVIDER and ADMINISTRATOR all information that is requested by the PRA request.

16. REPORTS

A. SUBCONTRACTOR shall be required to submit to PROVIDER fiscal and/or programmatic reports, as requested by PROVIDER.

B. Additional Reports: Upon PROVIDER's request, SUBCONTRACTOR shall make such additional reports available, as required by PROVIDER concerning SUBCONTRACTOR's activities as they affect the services hereunder. PROVIDER shall be specific to the information requested and allow thirty (30) calendar days for SUBCONTRACTOR to respond.

17. SERVICES TO BE PROVIDED

SUBCONTRACTOR shall provide the following professional services to PROVIDER for the

duration of the Agreement in a thorough and timely manner:

Richard McGaffigan shall provide leadership and oversight for the items listed below:

1. Implement a data collection plan which will provide a needs assessment for selecting and implementing science-based prevention interventions for Orange Coast College (PROVIDER):
 - a. Meet with PROVIDER staff to assist in the development of forms and procedures for assessing program needs; and
 - b. Develop any additional data collection tools and measures needed to assess problems.
 - c. Provide PROVIDER staff with training and oversight on proper data collection.
2. Produce a report to PROVIDER on the results of the needs assessment no later than one week prior to the Town Hall Meeting scheduled for April, 2012.
3. Develop an evaluation plan to assess process and outcome measures as appropriate by the end of February, 2012.
4. Information concerning process and outcome measures will be reported to Program Manager, including two mid-cycle reports and one final report as noted below in #7.
5. Procedures will be developed to assure a) information collected is valid and reliable, b) adequate training of staff, c) clear and easy to complete data collection forms, and d) clear and quick data entry.
6. Data collection and analysis plan will assure that program staff is able to meet performance assessment requirement. Quarterly reports of outcomes provided to staff will be organized to include the required performance measures, process and outcome objectives and results indicating changes in immediate, intermediate, and long-term outcomes.
7. Prepare semi-annual and final evaluation reports for the Program Manager and ADEPT as follows: Report 1: December 1, 2011 through March 31, due April 13, 2012; Report 2: April 1, 2012 through June 30, 2012, due July 13, 2012; and Year End Report for the Period One. The evaluation section shall contain analysis of the effectiveness of the AOD prevention strategies implemented toward reaching performance objectives and performance measures, a discussion of successes, barriers encountered, and recommendations for future projects.

18. STATUS OF SUBCONTRACTOR

SUBCONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. SUBCONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by SUBCONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY, PROVIDER, and SUBCONTRACTOR or any of SUBCONTRACTOR's employees, agents, consultants, or subcontractors. SUBCONTRACTOR assumes exclusively the responsibility for the acts of its

employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. SUBCONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

19. TERM

The term of this Agreement shall commence upon full execution of this contract, _____, 2012 and terminate no later than June 30, 2012; provided, however, SUBCONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting. This Agreement shall be void unless approved by ADMINISTRATOR.

20. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, PROVIDER may terminate this Agreement upon five (5) calendar days written notice if SUBCONTRACTOR fails to perform any of the terms of this Agreement. At PROVIDER's sole discretion, SUBCONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. PROVIDER may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by SUBCONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of SUBCONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by SUBCONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if SUBCONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

	SUBCONTRACTOR	DATE
Name of Organization:		
Address:		

	PROVIDER:	DATE
	PRESIDENT, BOARD OF TRUSTEES	
	COAST COMMUNITY COLLEGE DISTRICT	
Name of Organization:	Coast Community College District	
Address:	1370 Adams Avenue	
	Costa Mesa, CA 92626	

	ADMINISTRATOR	DATE
	HCA/Contract Development and Management	
	405 W 5 th Street	
	Santa Ana, CA 92701	



AGREEMENT FOR PROVISION OF
EVALUATION SERVICES
BETWEEN
COAST COMMUNITY COLLEGE DISTRICT,
ORANGE COAST COLLEGE (aka 'PROVIDER')
AND
LANCE SEGARS (aka "SUBCONTRACTOR")
FISCAL YEAR - 2011/12

THIS AGREEMENT, entered into this ____ day of February, 2012, which date is enumerated for purposes of reference only, is by and between Coast Community College District, Orange Coast College, hereinafter referred to as "PROVIDER," and Lance Segars, hereinafter referred to as "SUBCONTRACTOR."

WITNESSETH:

WHEREAS, PROVIDER has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Alcohol Prevention Services on Community College Campuses to the residents of Orange County; and

WHEREAS, PROVIDER is desirous of contracting with SUBCONTRACTOR, subject to the approval of the County Administrator, hereinafter referred to as "ADMINISTRATOR," for the provision of Evaluation Services in order to comply with the Agreement with COUNTY to provide Alcohol Prevention services on Community College Campuses; and

WHEREAS, SUBCONTRACTOR is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

This Agreement, together with any Exhibits attached hereto and incorporated herein by reference, fully expresses all understanding of PROVIDER and SUBCONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally executed and approved by PROVIDER, SUBCONTRACTOR, and ADMINISTRATOR.

2. COMPENSATION

A. PROVIDER shall compensate SUBCONTRACTOR monthly, in arrears, based upon services outlined in Section 17 of this Agreement. The maximum obligation of \$6,000 for evaluation services

provided as identified in Section 17 of this agreement in fiscal year 2011/12 shall be paid in equal monthly increments to Lance Segars. The basis for compensation is completion of the professional services outlined in Section 17 of this Agreement.

B. SUBCONTRACTOR shall receive no compensation for the services provided pursuant to this agreement other than the rate set forth above.

C. The obligation of PROVIDER under this Agreement is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. PROVIDER shall give SUBCONTRACTOR written notification of such termination. Notice shall be deemed served on the date of mailing.

3. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. PROVIDER shall ensure that SUBCONTRACTOR is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program.

2. SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. PROVIDER has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of PROVIDER's Compliance Program by ADMINISTRATOR's Compliance Officer, SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Compliance Program and related policies and procedures.

5. Failure of SUBCONTRACTOR to submit its Compliance Program and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from PROVIDER shall constitute grounds for termination of this Agreement as to the non-complying party.

B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

1. PROVIDER shall ensure that SUBCONTRACTOR is made aware of ADMINISTRATOR's Code of Conduct.

2. SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers,

and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

3. PROVIDER has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of PROVIDER's Code of Conduct by ADMINISTRATOR, SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Code of Conduct.

5. SUBCONTRACTOR shall submit to PROVIDER a signed acknowledgement and agreement that SUBCONTRACTOR shall comply with PROVIDER or ADMINISTRATOR's Code of Conduct.

6. Failure of SUBCONTRACTOR to timely submit the acknowledgement of PROVIDER or ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from PROVIDER shall constitute grounds for termination of this Agreement as to the non-complying party.

C. COVERED INDIVIDUALS - SUBCONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities.

1. Ineligible Person shall be any individual or entity who:

a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or

b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. SUBCONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. SUBCONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

3. SUBCONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually (January and July) to ensure that they have not become Ineligible Persons. SUBCONTRACTOR shall also request that its sub-subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to SUBCONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

4. Covered Individuals shall be required to disclose to SUBCONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.

SUBCONTRACTOR shall notify PROVIDER immediately upon such disclosure.

5. SUBCONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with PROVIDER in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If SUBCONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, SUBCONTRACTOR shall remove such individual from responsibility for, or involvement with, PROVIDER business operations related to this Agreement.

6. SUBCONTRACTOR shall notify PROVIDER immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this AGREEMENT. PROVIDER will determine if any repayment is necessary from SUBCONTRACTOR for services provided by ineligible person or individual.

D. REIMBURSEMENT STANDARDS

1. SUBCONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. SUBCONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

3. SUBCONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, SUBCONTRACTOR shall use accurate billing codes to accurately describe the services provided and to ensure compliance with all billing and documentation requirements.

4. SUBCONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

E. COMPLIANCE TRAINING - PROVIDER shall make ADMINISTRATOR's General Compliance Training and Provider Compliance Training, where appropriate, available to SUBCONTRACTOR and its Covered Individuals.

1. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

2. Such training will be made available to each Covered Individual annually.

3. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. SUBCONTRACTOR shall retain the certifications. Upon written request by PROVIDER, SUBCONTRACTOR shall provide copies of the certifications.

4. CONFIDENTIALITY

A. SUBCONTRACTOR shall agree to maintain, in writing, the confidentiality of all records, including billings and audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Agreement, all SUBCONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns shall agree, in writing, with SUBCONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of SUBCONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

5. CONFLICT OF INTEREST

A. The parties hereto acknowledge that SUBCONTRACTOR may be affiliated with one or more organizations or professional practices located in Orange County. SUBCONTRACTOR therefore warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. SUBCONTRACTOR shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this Agreement, when compared to the result such act has on any other organization or professional practice.

B. SUBCONTRACTOR, while providing services under this Agreement, shall not refer clients or accept client referrals to his or her private practice or services.

6. DELEGATION AND ASSIGNMENT

SUBCONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without the prior written consent of PROVIDER and ADMINISTRATOR. This Agreement shall not terminate or alter the responsibilities of PROVIDER to COUNTY to assure that all activities and provisions described in COUNTY's Agreement with PROVIDER shall be carried out.

7. EMPLOYEE ELIGIBILITY VERIFICATION

SUBCONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C.

§1324 et seq., as they currently exist and as they may be hereafter amended. SUBCONTRACTOR shall retain all such documentation for all covered employees, sub-subcontractors and consultants for the period prescribed by the law.

8. EXPENDITURE REPORT [NOT APPLICABLE TO THIS AGREEMENT]

9. INDEMNIFICATION

A. SUBCONTRACTOR agrees to indemnify, defend with counsel approved in writing by PROVIDER and COUNTY, and hold PROVIDER and COUNTY, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIES") harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SUBCONTRACTOR pursuant to this Agreement. If judgment is entered against SUBCONTRACTOR, PROVIDER, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then SUBCONTRACTOR, PROVIDER, and COUNTY agree that liability will be apportioned as determined by the court. None of the parties shall request a jury apportionment.

B. In the event SUBCONTRACTOR provides services at the PROVIDER's facility, SUBCONTRACTOR shall ensure its compliance with all safety and health requirements for its employees in accordance with federal, state and county safety and health regulations. Prior to the execution of this Agreement, SUBCONTRACTOR shall furnish evidence satisfactory to PROVIDER, that SUBCONTRACTOR has secured, for the period of this Agreement, full Worker's Compensation coverage from a reputable insurance company licensed to do business in the State of California.

10. INSPECTIONS AND AUDITS

A. PROVIDER, ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, medical and client records of SUBCONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. SUBCONTRACTOR shall actively participate and cooperate with any person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this

Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, PROVIDER may terminate this Agreement as provided for in the Termination paragraph or direct SUBCONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to PROVIDER and ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from PROVIDER and/or ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by SUBCONTRACTOR to PROVIDER, or payment of sums due from PROVIDER to SUBCONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from SUBCONTRACTOR to PROVIDER, and such reimbursement is not received within said sixty (60) calendar days, PROVIDER may, in addition to any other remedies provided by law, reduce any amount owed SUBCONTRACTOR by an amount not to exceed the reimbursement due PROVIDER.

D. SUBCONTRACTOR shall forward to PROVIDER and ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of SUBCONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

11. LICENSES AND LAW

A. SUBCONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. SUBCONTRACTOR shall notify PROVIDER immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. SUBCONTRACTOR shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter amended or changed, except those provisions or application of those provisions waived by the Secretary of the Department of Health and Human Services.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. SUBCONTRACTOR agrees to furnish to PROVIDER within thirty (30) calendar days of the award of this Agreement:

- a. In the case of an individual contractor, his/her name, date of birth, social security

number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification that SUBCONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification that SUBCONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of SUBCONTRACTOR to timely submit the data and/or certifications required by subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

12. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, SUBCONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. SUBCONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from PROVIDER and/or ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of SUBCONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

3. Each labor union or representative of workers with which SUBCONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS, AND FACILITIES - SUBCONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the following based on one or more of the factors identified above:

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- d. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
- e. Assignment of times or places for the provision of services.

2. Complaint Process - SUBCONTRACTOR shall establish procedures for advising all clients through a written statement that SUBCONTRACTOR's clients may file all complaints alleging discrimination in the delivery of services with SUBCONTRACTOR, PROVIDER and ADMINISTRATOR, or the COUNTY's Patient's Rights Office. SUBCONTRACTOR's statement shall advise clients of the following:

a. Whenever possible, problems shall be resolved informally and at the point of service. SUBCONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with SUBCONTRACTOR either orally or in writing.

1) COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

2) Throughout the problem resolution and grievance process, client rights shall be maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be informed of their right to access the Patients' Rights Office at any time.

b. In those cases where the client's complaint is filed initially with the Patients' Rights Office, the Patients' Rights Office may proceed to investigate the client's complaint.

c. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal with the Patients' Rights Office.

C. PERSONS WITH DISABILITIES - SUBCONTRACTOR agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

D. RETALIATION - Neither SUBCONTRACTOR, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and SUBCONTRACTOR may be declared ineligible for further contracts involving federal, state or county funds.

13. NOTIFICATION OF DEATH [NOT APPLICABLE TO THIS AGREEMENT]

14. PAYMENTS

A. PROVIDER shall pay SUBCONTRACTOR for the actual costs of providing the services hereunder; provided, however, the total of such payments does not exceed SUBCONTRACTOR'S Maximum Obligation; and provided further, SUBCONTRACTOR'S costs are reimbursable pursuant to county, state, and federal Regulations. PROVIDER may, at its discretion, pay supplemental billings for any month that has been fully paid.

B. SUBCONTRACTOR'S billings shall be on a form approved or supplied by PROVIDER and provide such information as is required by PROVIDER. Billings are due the seventh (7th) business day of each month, and payments to SUBCONTRACTOR should be released by PROVIDER no later than twenty-eight (28) calendar days after receipt of the correctly completed billing form.

C. All billings to PROVIDER shall be supported by SUBCONTRACTOR, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. PROVIDER may withhold or delay any payment if SUBCONTRACTOR fails to comply with any provision of this Agreement.

E. SUBCONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement.

15. RECORDS MANAGEMENT AND MAINTENANCE

A. SUBCONTRACTOR shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, which include, but are not limited to:

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).
2. State of California, Health and Safety Code §123145.

B. SUBCONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies (see COUNTY HIPAA P&P 1-2). SUBCONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of protected health information made in violation of federal or state regulations and/or COUNTY policies.

C. SUBCONTRACTOR's patient records shall be maintained in a secure manner. SUBCONTRACTOR shall maintain patient records and must establish and implement written record management procedures.

D. SUBCONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

E. SUBCONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

F. SUBCONTRACTOR shall be informed through this Agreement that HIPAA has broadened the definition of medical records and identified this new record set as a Designated Record Set (DRS). SUBCONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. SUBCONTRACTOR shall ensure compliance with requirements pertaining to the privacy and

security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI"). SUBCONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by SUBCONTRACTOR, notify PROVIDER and ADMINISTRATOR of such breach by telephone and email or facsimile.

H. SUBCONTRACTOR may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. SUBCONTRACTOR shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

I. SUBCONTRACTOR shall retain all financial records for a minimum of five (5) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

J. SUBCONTRACTOR shall retain all participant, client and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

K. SUBCONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

L. If SUBCONTRACTOR is unable to meet the record location criteria above, PROVIDER and ADMINISTRATOR may provide written approval to SUBCONTRACTOR to maintain records in a single location, identified by SUBCONTRACTOR.

M. SUBCONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the PROVIDER and ADMINISTRATOR.

N. SUBCONTRACTOR shall notify PROVIDER of any Public Record Act (PRA) request within twenty-four (24) hours. SUBCONTRACTOR shall provide PROVIDER and ADMINISTRATOR all information that is requested by the PRA request.

16. REPORTS

A. SUBCONTRACTOR shall be required to submit to PROVIDER fiscal and/or programmatic reports, as requested by PROVIDER.

B. Additional Reports: Upon PROVIDER's request, SUBCONTRACTOR shall make such additional reports available, as required by PROVIDER concerning SUBCONTRACTOR's activities as they affect the services hereunder. PROVIDER shall be specific to the information requested and allow thirty (30) calendar days for SUBCONTRACTOR to respond.

17. SERVICES TO BE PROVIDED

SUBCONTRACTOR shall provide the following professional services to PROVIDER for the

duration of the Agreement in a thorough and timely manner:

1. Implement a data collection plan which will provide a needs assessment for selecting and implementing science-based prevention interventions for Orange Coast College (PROVIDER):
 - a. Meet with PROVIDER staff to assist in the development of forms and procedures for assessing program needs; and
 - b. Develop any additional data collection tools and measures needed to assess problems.
 - c. Provide PROVIDER staff with training and oversight on proper data collection.
2. Produce a report to PROVIDER on the results of the needs assessment no later than one week prior to the Town Hall Meeting scheduled for April, 2012.
3. Develop an evaluation plan to assess process and outcome measures as appropriate by the end of February, 2012.
4. Information concerning process and outcome measures will be reported to Program Manager, including two mid-cycle reports and one final report as noted below in #7.
5. Procedures will be developed to assure a) information collected is valid and reliable, b) adequate training of staff, c) clear and easy to complete data collection forms, and d) clear and quick data entry.
6. Data collection and analysis plan will assure that program staff is able to meet performance assessment requirement. Quarterly reports of outcomes provided to staff will be organized to include the required performance measures, process and outcome objectives and results indicating changes in immediate, intermediate, and long-term outcomes.
7. Prepare semi-annual and final evaluation reports for the Program Manager and ADEPT as follows: Report 1: December 1, 2011 through March 31, due April 13, 2012; Report 2: April 1, 2012 through June 30, 2012, due July 13, 2012; and Year End Report for the Period One. The evaluation section shall contain analysis of the effectiveness of the AOD prevention strategies implemented toward reaching performance objectives and performance measures, a discussion of successes, barriers encountered, and recommendations for future projects.

18. STATUS OF SUBCONTRACTOR

SUBCONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. SUBCONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by SUBCONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY, PROVIDER, and SUBCONTRACTOR or any of SUBCONTRACTOR's employees, agents, consultants, or subcontractors. SUBCONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. SUBCONTRACTOR, its agents, employees, consultants, or

subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

19. TERM

The term of this Agreement shall commence upon full execution of this contract, _____, 2012 and terminate no later than June 30, 2012; provided, however, SUBCONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting. This Agreement shall be void unless approved by ADMINISTRATOR.

20. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, PROVIDER may terminate this Agreement upon five (5) calendar days written notice if SUBCONTRACTOR fails to perform any of the terms of this Agreement. At PROVIDER's sole discretion, SUBCONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. PROVIDER may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by SUBCONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of SUBCONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by SUBCONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if SUBCONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

SUBCONTRACTOR

DATE

Name of Organization: _____

Address: _____

PROVIDER:

DATE

PRESIDENT, BOARD OF TRUSTEES
COAST COMMUNITY COLLEGE DISTRICT

Name of Organization: Coast Community College District

Address: 1370 Adams Avenue
Costa Mesa, CA 92626

ADMINISTRATOR

DATE

HCA/Contract Development and Management
405 W 5th Street
Santa Ana, CA 92701



SHORT FORM CONTRACT**(For agreements up to \$9,999.99)**

STD. 210 (Revised 7/2009)

CONTRACT NUMBER 71117036	AM. NO.	FEDERAL TAXPAYER ID. NUMBER 94-3160882
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

Orange Coast College
2701 Fairview Road
Costa Mesa, CA. 92626

FOR STATE USE ONLY

STD. 204 ☒ N/A ☐ ON FILE ☐ ATTACHED ☐ CERTIFIED SMALL BUSINESS
 CCCs ☒ N/A ☐ ON FILE ☐ ATTACHED ☐ CERTIFICATE NUMBER
☐ DVBE % ☒ N/A ☐ GFE
☐ Late reason _____
☐ Public Works Contractor's License _____
☐ Exempt from bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State.

SUBSCRIBER

Department of Industrial Relations

Orange Coast College

2. The agreement term is from 12/08/2011 through 06/30/2012**3. The maximum amount payable is \$ 1,500.00 pursuant to the following charges:**

Wages/Labor \$ 1,500.00 Parts/Supplies \$ Taxes \$ Other \$ (Attach list if applicable.)

4. Payment Terms (Note: All payments are in arrears.) ☐ ONE TIME PAYMENT (Lump sum) ☒ MONTHLY ☐ QUARTERLY☒ ITEMIZED INVOICE ☐ OTHER**5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)**☒ **ADDITIONAL PAGES ATTACHED**

State Mediation/Conciliation Service (SMCS) will provide Conflict Resolution For The Workplace (CRW) services for the Orange Coast College as described in Attachment A – "Conflict Resolution For The Workplace Memorandum of Agreement", which is attached and incorporated herein and made part of this agreement.

This agreement states that the Department of Industrial Relations, SMCS shall be reimbursed by the Orange Coast College at the rate of \$115.00 per hour for CRW services rendered for a total not to exceed \$1,500.00.

Mediations conducted pursuant to the Conflict Resolution For The Workplace program shall be subject to mediation confidentiality as provided in California Evidence Code sections 703.5 and 1115 et. seq.

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

☒ GTC*SF 610 ☐ GIA* 610 *If not attached, view at <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>.☐ Other Exhibits (List)**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		SUBSCRIBER	
AGENCY NAME Department of Industrial Relations		SUBSCRIBER Orange Coast College	
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Myeast McCauley, Staff Services Manager I		PRINTED NAME AND TITLE OF PERSON SIGNING Jim Moreno Coast Community College District Board of Trustees, President	
ADDRESS 455 Golden Gate Ave., 9 th Fl., San Francisco, CA. 94102		ADDRESS 2701 Fairview Road, Costa Mesa, CA. 92626	
FUND TITLE Reimbursement – PCA 98121	ITEM 7350-001-0001	FISCAL YEAR 11/12	CHAPTER 33
		STATUTE 2011	OBJECT CODE 418-00
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER DATE SIGNED	

**Conflict Resolution Mediation
Memorandum of Agreement**

This Memorandum of Agreement is entered into between the California State Mediation and Conciliation Service, hereinafter called The Service and the Orange Coast Community College District, hereinafter called The Employer.

1. The duration of this agreement is effective from 12/08/2011 through 06/30/2012.
2. The Service agrees to provide Conflict Resolution Mediation services to the Employer at a rate of \$115 per hour.
3. The specific services to be provided are Mediation and Facilitation.
4. The Employer agrees to pay to the Service \$115.00 per hour according to #2 above not to exceed \$1,500.00.
5. The Service will bill the Employer at the end of each calendar month for work completed during that calendar month. Payments will be due within 30 days of billing.
6. Failure to pay fees in accordance with paragraph 3 will be grounds for the Service to withhold further services.
7. Fees may be paid to the Service by check, money order or approved credit card.
8. A monthly invoice shall be issued by the Service and sent to the following person(s)

Orange Coast Community College District:

- i. Name:
- ii. Address:
- iii. Phone:
- iv. Email:

For The Service:

Date

For the Employer

Date

MATS Case Number:



F. RODGERSTM
INSULATION & SPECIALTY CONTRACTOR

January 18, 2012

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

Attn: Jerry Marchbank
Senior Director, Facilities, Planning, and Construction

Re: Surety: Guarantee Company of North America USA
Principal: F. Rodgers Corporation
Bond No.: 12075675
Obligee: Coast Community College District
Project: Coastline Community College Newport Beach Learning Center
Bid Package K (Roofing/Sheet Metal/Waterproofing)

Dear Mr. Marchbank:

F. Rodgers Corporation, as contractor on the project mentioned above, acknowledges its inability to perform the contract between Coast Community College District, as owner, and F. Rodgers Corporation, as contractor, dated on or about March 23, 2011, because of financial difficulties.

Accordingly, F. Rodgers Corporation notifies you of its voluntary default on this construction contract. You are at liberty to call upon the Guarantee Company of North America USA ("Surety") to arrange for the completion of the performance of the construction project.

F. Rodgers Corporation hereby irrevocably directs that all contract funds be paid to Guarantee Company of America USA, attention Ann Henkel, 25800 Northwestern Highway, Suite 720, Southfield, Michigan 48075, phone 248-281-0281 Ext 6018 and that this direction to pay shall be irrevocable without the in-advance express written consent of the Surety.

Sincerely,

Reed Werner
General Counsel
F. Rodgers Corporation

cc: B. Michael Bowen, Guarantee Company of North America USA
David L. Hughes



Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 6340 Contracts

Education Code Sections 81641, et seq.
Public Contracts Code Sections 20650, et seq.

The ~~Board delegates to the Chancellor or designee the authority to enter into~~ **recommends the approval of** contracts on behalf of the District and ~~to establishes~~ administrative procedures for contract awards and management, subject to the following:

- Contracts are not enforceable obligations until they are **approved** ~~ratified~~ by the Board.
- Contracts for work to be done, services to be performed, or for goods, equipment or supplies to be furnished or sold to the District that exceed **\$50,000** ~~the amounts specified in Public Contracts Code Section 20651~~ shall ~~require prior approval by the Board~~ **be placed on the Discussion Calendar of the Board's Agenda in accordance with Board Policy 2210. Contracts less than \$50,000 in value may be placed on the Consent Calendar of the Board's Agenda in accordance with Board Policy 2210.**
- When bids are required according to Public Contracts Code Section 20651, the Board shall award each such contract to the lowest responsible bidder who meets the specifications published by the District and who shall give such security as the Board requires, or reject all bids.

If the Chancellor or designee concludes that the best interests of the District will be served by prequalification of bidders in accordance with Public Contracts Code Section 20651.5, prequalification may be conducted in accordance with procedures that provide for a uniform system of rating.

~~If the best interests of the District will be served by a contract, lease, requisition, or purchase order through any other public corporation or agency in accordance with Public Contracts Code Section 20652, the Chancellor or designee is authorized to proceed with a contract.~~

Adopted February 5, 2003
Revised XX/XX/XXXX
Replaces CCCD Policy 040-1-2.2, Fall 2010



Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 6100 Delegation of Authority

Education Code Sections 70902(d), 81655, 81656

The Board delegates to the Chancellor or designee the authority to supervise the general business procedures of the District to assure the proper administration of property and contracts; the budget, auditing and accounting of funds; the acquisition of supplies, equipment and property; and the protection of assets and persons. All transactions shall comply with applicable laws and regulations and with the California Community Colleges Budget and Accounting Manual.

No contract shall constitute an enforceable obligation against the District until it has been approved ~~or ratified~~ by the Board. (See Board Policy 6340).

The Chancellor or designee shall make appropriate periodic reports to the Board and shall keep the Board fully advised regarding the financial status of the District.

Adopted February 5, 2003
Revised XXXXXXXX
Replaces CCCD Policy 040-1-1.1, Fall 2010



Coast Community College District
BOARD POLICY
Chapter 2
Board of Trustees

BP 2740 New Trustee Orientation

Accreditation Standard IV.B,1.f

All new trustees elected to the governing board of the Coast Community College District (CCCD) shall receive an orientation packet of materials that includes items of frequent use Trustees:

- A copy of the Brown Act.
- Board Policy 2715 Code of Ethics.
- A description of *Sturgis Rules of Order* (Book).
- An index of Board Policies (that are available on the District website at www.cccd.edu).
- A glossary of Coast Community College District acronyms and terms.
- A list of all District-wide committees and their meeting schedules, including acknowledgement that Board members may periodically attend such meetings.
- A list of Executive Staff and Trustees.
- Current information on Academic Senates.
- The Coast Community College District Vision 2020 Master Plan and the District-Wide Strategic Plan.
- A list and description of student organizations, including the Associated Students of each college.

In addition to this, new Trustees shall be made aware of the following reference materials:

- The Community College League of California (CCLC) summary and analysis of B1725
- College catalogs, class schedules and other major District publications.
- Copies of the Collective Bargaining Agreements with the Coast Community College District constituency groups.
- A summary of the role and participation level of student members on the governing board.

- Enrollment reports reflecting student demographics and enrollment patterns.

In addition to reviewing the printed materials, the new trustee orientation process shall include the opportunity for the trustee to:

- Review Board Operations with the Secretary of the Board:
 - Agenda Management
 - Minutes
 - Board Policies
- Review the District Budget with the Vice Chancellor of Administrative Services and Finance.
- Meet with the Chancellor and current members of the Board, either collectively or individually.
- Tour the college campuses with the college Presidents.
- Meet with student leaders from the colleges.

The new trustee orientation process shall also include, as appropriate:

- Participation in the Community College League of California (CCLC) New Trustee Orientation Workshop.
- A retreat with the Coast Community College District Board of Trustees, or alternatively an in-depth meeting with the Board President.
- Meetings with employee constituency groups:
 - Academic Senates
 - 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)
 - Association of Confidential Employees (ACE)
 - Coast District Management Association(CDMA)
 - Educational Administrators
- Meetings at State/National conventions.

Trustees are encouraged to attend professional organization conferences for employee groups, trustees and students.

Coast Community College District
BOARD POLICY
Chapter 3
Educational Programs and Student Relationships

Edits as of January 25, 2012

BP 5030 Student Fees and Charges Policy

The Coast Community College District Board of Trustees shall levy fees in accordance with provisions of the Education Code and the California Code of Regulations, Title 5. The fee amounts are as prescribed in the Coast Community College District Fee Schedule (Administrative Procedure 5030).

~~Education Code Section 72289~~

Fees Collected at Time of Enrollment

Enrollment Fee (Education Code Section 76300, California Code of Regulations Title 5 Sections 58500-58503) - Each student, except for those noted below, enrolling in a credit course will be charged an enrollment fee as prescribed in the Education Code Section ~~72252~~76300 and pursuant to the California Code of Regulations, Title 5 Sections 58500-585063. The Enrollment Fee requirement shall be defrayed for any student who, at the time of enrollment, is a recipient of benefits under the Aid to Families with Dependent Children Program, the Supplementary Security Income/State Supplementary Program, a general assistance program, or is a current high school student.

Non-Resident Tuition Fee (Education Code Section 76140) - Students who are determined to be non-residents of California for community college attendance purposes, according to District policy for student residence classification, are required to pay non-resident tuition as established by the Board of Trustees ~~according in accordance to with~~ Education Code Section 76140 of the California Education Code. The non-resident tuition fee is established by the Coast Community College District Board of Trustees no later than February 1 of each year for the succeeding year.

~~Education Code Section 76140~~

Capital Outlay Fee (Education Code Section 76141) - In accordance with Education Code Section 76141, students required to pay a non-resident tuition fee will also pay a capital outlay fee. A student who can demonstrate economic hardship or who is a victim of persecution or discrimination in the country in which the student is a citizen and resident, is exempt from this fee. Economic hardship is defined as a recipient of benefits under the Temporary Assistance for Needy Families program described in Part A of Title IV of the Social Security Act, the Supplemental Income/State Supplementary Program, or a general assistance program. This fee may not exceed 50% of the non-resident tuition.

Course/Instructional Materials Fee (Education Code 76365, California Code of Regulations Title 5 Sections 59400-59408)- In accordance with regulations of the Board of Governors of the California Community Colleges, Education Code, Section 76365, California Code of Regulations, Title 5, Sections ~~Section 59400, 59408~~, the Coast Community College District shall provide instructional and other materials free of charge to students ~~instructional materials~~ except for ~~the following~~ certain required instructional materials as explained in the following paragraph, which the student shall purchase from the District at ~~the District's~~ cost.

Required Instructional and Other Materials~~Instructional Materials~~. Required instructional and other materials means any instructional and other materials which a student must procure or possess as a condition of registration, enrollment or entry into a class; or any such material which is necessary to achieve those required objectives of a course which are to be accomplished under the supervision of an instructor during class hours. "Required instructional and other materials which are of continuing value outside of the classroom setting" are materials which can be taken from the classroom setting, and which are not wholly consumed, used up, or rendered valueless as they are applied in achieving the required objectives of a course which are to be accomplished under the supervision of an instructor during class hours.

~~Materials required to complete the objectives of credit and noncredit courses, and that are tangible property of continuing value outside the classroom which the student will retain as his or her own property. The District shall have the discretion either to charge or not to charge a fee for instructional and other materials of the types indicated above. Such fees will cover actual District costs. Instructional Materials fees are established by the Coast Community College District Board of Trustees once for each fall semester and once for each spring semester. Individual course fees are contained in the class schedule of each of the Coast District colleges. Students may choose to provide the materials in lieu of paying the Instructional Materials fees.~~

~~Education Code Sections 76365, California Code of Regulation, Title 5 Sections Title 5 Sections 59400-59408~~

Parking Fee (Education Code Sections 76300, 76360)- In accordance to Education Code Section 76360, Sstudents utilizing the parking lots at Orange Coast, Golden West, and Coastline Colleges must obtain a parking permit at a cost specified by the Board of Trustees as reflected in the fee schedule (Administrative Procedure 5350). In accordance to Education Code Section 76360 subdivision (c), students who receive financial assistance pursuant to any programs described in subdivision (g) of Education Code Section 76300 shall be exempt from parking fees that exceed \$30 per semester. The fee for summer session will be one-half of that charged for a full semester at Orange Coast and Golden West Colleges. The fee for summer session will be three-fifths of that charged for a full semester at Coastline College.

~~Education Code Section 72247~~

Auditing Fee (Education Code Section 76370)- The Coast Community College District Colleges, pursuant to ~~Education Code Section 72252.3~~76370, permits limited auditing when in the opinion of the College President or his/her designee a student may be adversely affected due to circumstances beyond the student's control or that a program of the college will benefit from the attendance of the student. No student auditing a course shall be permitted to change his/her enrollment status in that course to receive credit for the course. Priority in class enrollment shall be given to students desiring to take the course for credit. Classroom attendance of students auditing a course shall not be included in computing the apportionment due the District. The auditing fee amount is listed in the Fee Schedule (Administrative Procedure 5030).

~~Education Code Section 72252.3~~

Health Services Fee (Education Code Section 76355) - Each student enrolling in one or more courses at Coastline, Golden West or Orange Coast Colleges shall be charged a fee in accordance with Education Code Section 76355 for health supervision and services including the operation of student health centers. Health Services fees for Golden West College, Coastline Community College and Orange Coast College shall be established each academic year based on the previous year plus the same percentage increase as the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, which is not to exceed \$1.

In accordance with Education Code Section 76355, the following category of students shall be exempt from the Health Services fee:

- 1) Students who depend exclusively upon prayer for healing in accordance with the teachings of a bona fide religious sect, denomination, or organization.
- 2) Students enrolled in an approved apprenticeship training program.
- 3) Students enrolled only in courses of two weeks or less duration.
- 4) Students enrolled only in non-credit courses.
- 5) Students enrolled only in study abroad programs or non-credit courses.
- 6) Students who are incarcerated

~~Education Code Section 72246~~

Other Fees

Student Records Fee (Transcripts/ and Verifications)-Fee (Education Code Section 76223)- A transcript and/or verification fee not to exceed the actual cost of furnishing the transcript or the verification will be charged except that each student shall be entitled to two free copies of his or her college transcript or two free verifications or combination thereof.

~~Education Code Section 76223~~

Community Services Charges (Education Code Section 78300) - A charge for community

services offerings will be assessed to each person for services received. Charges are established per event or class at the time of the approval by the Coast Community College District Board of Trustees.

~~Education Code Section 78305~~

International Student Application Fee (Education Code Section 76142) -- In accordance with Education Code Section 76142, Aan application fee will be charged to international students to help offset the staff time involved to process all documents, prepare and issue the I-20 form. This fee applies only if the student is both a citizen and a resident of a foreign country.

No processing fee shall be charged to an applicant who would be eligible for an exemption from nonresident tuition pursuant to Section 76140 or who can demonstrate economic hardship. Economic hardship includes the financial circumstances of a person who is a victim of persecution or discrimination in the foreign country in which the applicant is a citizen and resident, or who is a recipient of benefits under the Temporary Assistance for Needy Families program described in Parts A and F of Title IV of the Social Security Act, the Supplemental Income/State Supplementary Program, or a general assistance program.

~~**Photo I.D.** -- Photo I.D. -- Each student enrolling at Golden West College and Orange Coast College will be charged a one-time \$2.50 material fee for a bar code and magnetic strip photo I.D. card. A charge of \$2.50 will be assessed for replacement cards.~~

Voluntary Payments -The Chancellor is authorized to develop a schedule of voluntary charges (non-mandatory assessments) for goods and services which the student may or may not choose to receive. Voluntary charges may include, but are not necessarily limited to, College Services charge; prior learning assessment services; Cosmetology Services charges (Golden West College); assessments for duplicate Continuing Education Certificates; assessments for duplicate copies of student programs; assessments for Gold Key cards; assessments for library cards; assessments for locker contents removal/storage; assessments for lost student identification cards; assessments for placement services; and, assessments for towel usage. Voluntary payments shall reasonably approximate the cost of the goods or services and shall be posted where goods and services are available or shall be published in appropriate college publications.

~~Education Section 72233, 72230~~

Adopted January 28, 1987
Revised May 7, 1997
Revised July 21, 2004
Revised January 18, 2006
Replaces CCCD Policy 030-1-3, Fall 2010
Revised Board of Trustees Meeting February 1, 2012