Coast Community College District Regular Meeting of the Board of Trustees Date: Wednesday, March 7, 2012 4:00 p.m. Closed Session, 6:30 Regular Meeting Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626

1.00 Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session - Items on Agenda)

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

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

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

1.04 Recess to Closed Session

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

1.04.01 Public Employee Discipline/Dismissal/Release

(Pursuant to Government Code Section 54957)

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

Position: Chancellor

1.04.03 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

1.04.04 Conference with Legal Counsel: Anticipated Litigation

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

Potential Initiation of Litigation: One Case

1.04.05 Conference with Legal Counsel: Existing Litigation

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

Coast Community College Association vs. Coast Community College District Public Employment Relations Board Case No. LA-CE-5436-E

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

- 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
- Janet Redding vs. Coast Community College District, California Court of Appeal Case No. G046505

1.04.06 Conference with Legal Counsel: Anticipated Litigation

Significant exposure to litigation pursuant to sub-section "b" of Government Code Section 54956.9. Four Cases:

- 1. Construction delays at Orange Coast College
- 2. Construction delays at Golden West College
- 3. Claim by SMC Construction Co.
- 4. Threatened Litigation from Nicholas Gaulthier

1.04.07 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

Reorganizations:

Associate Dean, Distance Learning & Professional Development Associate Dean, Institutional Research & Planning Dean of Enrollment Services

- 6. Classified Management Interim Director Fiscal Services
- 7. Classified Staff Child Development Specialist

- 8. Reclassification and Reorganization/Reassignment
- 9. Classified Temporary Assignments Accounting Specialist Information Systems Tech II Special Assignment Staff Assistant Coordinator of Community Service Administrative Director, Information Technology Lead Mechanic Application Project Coordinator Instructional Food Service Manager
- 10. Hourly Staff
- 11. Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- 14. Student Workers
- 1.05 Reconvene Regular Meeting at 6:30 p.m.
- 1.06 Pledge of Allegiance Student Trustee Venegas III
- 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 Acceptance of Retirements

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 Annual Reports from Coast Colleges' Foundation Directors
- 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
 - 3.05 Review of Instructional Material Fees
 - 3.06 Semi-Annual Report on Settlements Made Under Board Policy 6542
 - 3.07 Orange Coast College Educational Master Plan, Vision Statement and Mission Statement
 - 3.08 Opportunity for the Board of Trustees to Review Proposed Revisions to Board Policies and to Review New Board Policies and Administrative Procedures

CONSENT CALENDAR

- 4.00 Travel
 - 4.01 DIS Authorization for Administratively Approved Travel
 - 4.02 DIS Authorization for Attendance at Meetings and/or Conferences
- 5.00 Curriculum Approval
 - 5.01 DIS Curriculum Approval
- 6.00 Authorization for Student Trips
 - 6.01 GWC Student Trips
 - 6.02 OCC Student Trips
 - 6.03 CCC Student Trips

- 7.00 Authorization for Special Projects
 - 7.01 GWC Special Projects
 - 7.02 OCC Special Projects
 - 7.03 CCC Special Projects
- 8.00 Authorization to Apply for Funded Programs

8.01 DIS - Authorization to Apply for Funded Programs

- 9.00 Authorization to Enter into Standard Telecourse Agreements9.01 CCC Standard Telecourse Agreements
- 10.00 Approval of Clinical Contracts

10.01 OCC - Clinical Contracts

10.02 GWC - Clinical Contracts

11.00 Approval of Standard Agreements

11.01 OCC - Standard Agreements

11.02 DIS - Standard Agreements

11.03 CCC - Standard Agreements (Scope of Work)

12.00 Authorization for Purchase of Institutional Memberships

12.01 DIS - Institutional Memberships

12.02 OCC - Institutional Memberships

12.03 CCC - Institutional Memberships

12.04 GWC - Institutional Memberships

- 13.00 Authorization for Off-Campus Assignments13.01 CCC Off-Campus Assignments
- 14.00Authorization for Sailing Program14.01OCC Sailing Program
- 15.00 Personnel Items
 - 15.01 DIS Personnel Items

- a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- b. Authorization for Leaves of Absence
- c. Authorization for Professional Experts
- d. Authorization for Monthly Travel Allowance
- 16.00 Authorization for Independent Contractors
 - 16.01 GWC Independent Contractors
 - 16.02 OCC Independent Contractors

16.03 CCC - Independent Contractors

16.04 DIS - Independent Contractors

17.00 Authorization for Staff Development

17.01 GWC - Staff 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 DIS - Authorization for Special Payments

21.02 OCC - Authorization for Special Payments

DISCUSSION CALENDAR

22.00 Approval of Agreements

- 22.01 GWC Approve Non-Standard Agreement between California State University, Fullerton, and the Coast Community College District for the Internship of Kayla Nguyen
- 22.02 DIS Approval of Employment Agreement, Associate Dean, Institutional Research and Planning, CCC
- 22.03 DIS Approval of Employment Agreement, Associate Dean, Distance Learning and Professional Development, CCC

- 22.04 OCC Approve Non-Standard Agreement between The Regents of the University of California Puente Project and the Coast Community College District to Provide a Program for Educationally Disadvantaged Students at Orange Coast College
- 22.05 OCC Approve Non-Standard Addendum to an Agreement between Credentials Inc. and the Coast Community College District for the Processing of Transcript Requests
- 22.06 OCC Approve Non-Standard Amendment to an Agreement between Credential Order Processing Services (COPSI) and Coast Community College District for the Distribution of Parking Permits to Students
- 22.07 CCC Approval to Enter into Addendum #1 to the Statement of Work #1 for Terremark North America, Inc. and Coast Community College District
- 22.08 DIS Approve Temporary Transfer Agreement between the County of Orange and Coast Community College District
- 22.09 DIS Approval of Employment Agreement, Dean of Enrollment Services, CCC
- 22.10 DIS Approve Agreement between the Lanzhou University US Foundation and the Coast Community College District (CCCD) to Recruit International Students for CCCD Colleges, Increase CCCD Enrollment of International Students, and Provide Support Services for Transfer to a CCCD College
- 22.11 DIS Approve Non-Standard Agreement between State Mediation/Conciliation Service (SMCS) and the Coast Community College District to Provide Facilitation of Negotiation Sessions between the Coast Federation of Classified Employees (CFCE) and the Coast Community College District
- 23.00 General Items of Business
 - 23.01 DIS Authorization to Purchase one Hundred (100) Dell Desktop Computers for Golden West College Classrooms Utilizing the Western States Contracting Alliance (WSCA) Contract B27160
 - 23.02 DIS Approve Non-Standard Agreement with RBC Capital Markets, LLC, Piper Jaffray & Co., and Citigroup Global Markets, Inc. for Bond Underwriting Services Related to a Potential 2012 General Obligation Bond Measure
 - 23.03 DIS Approve Standard Professional Services Agreement with Stradling, Yocca, Carlson & Rauth for Bond Counsel Services for Potential 2012 General Obligation Bond Measure
 - 23.04 DIS Authorization to Make Payment to Rancho Santiago Community College District for Services Provided by Atkinson, Andelson, Loya, Ruud & Romo (AALRR)
 - 23.05 DIS Overview of Student Success Programs and Initiatives and the Accountability Reporting for Community Colleges (ARCC) Measures of Student Success

- 23.06 DIS Early Notification Program (ENP): Authorization to Offer Classified, Confidential and Management Staff an Incentive for Early Notification of Intent to Retire or Resign from the Coast Community College District
- 24.01 Resolutions
 - 24.01 DIS Resolution #12-06 to Request Budget Transfers from the County Treasurer
- 25.00 Approval of Minutes

25.01 DIS - Approval of Minutes

- 26.00 Close of Meeting
 - 26.01 Adjournment

PRELIMINARY MATTERS (White Pages)

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Wednesday, March 7, 2012 Regular Meeting

1. Preliminary Matters

| Subject | 1.01 - 1.09 Preliminary Matters |
|----------|---------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 1. Preliminary Matters |
| Access | Public |
| Туре | Preliminary Matters |

1.01 Call to Order at 4:00 p.m.

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 Student Trustee Venegas III
- 1.07 Report of Action in Closed Session (if any)
- 1.08 Public Comment (Open Session)

1.09 Presentation and Ceremonial Resolutions

1.09.01 Acceptance of Retirements

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

Faculty

Ross, Roxana C., GWC, Librarian, retirement effective 6/1/12.

Whereas, Roxana "Roxie" Ross, Librarian at Boyce Library, is retiring from Golden West College after 28 years effective June 1, 2012; and

Whereas, Roxie Ross earned her Master of Library Science degree from Rosary College in Illinois. Prior to becoming an academic librarian, she was a special librarian, a research librarian and a public library branch manager. Roxie Ross received a Bachelor of Arts in English Literature from UCLA and an Associate of Arts degree from Victor Valley Junior College; and

Whereas, Roxie Ross strongly believes in outreach to the campus faculty, administration and staff to promote library use. She has been a tireless advocate for the library throughout her career, serving on several

campus accreditation teams and the college Curriculum Committee. She also serves as a Faculty Advisor for the Alpha Gamma Sigma Honor Society, giving her the opportunity to interact with faculty and students throughout the state; and

Whereas, when not at work, Roxie Ross can be found volunteering at the Segerstrom Center for the Performing Arts. She has successfully balanced the challenges of being an academic librarian with raising an accomplished family. With her husband of 35 years, she has raised two sons who are starting their own careers. In retirement, Roxie looks forward to traveling the world with her husband.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Roxie Ross on this day, the seventh day of March in the year 2012.

CCCD Agenda 03/07/12

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GENERAL INFORMATION AND REPORTS (White Pages)

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2. Informative Reports

| Subject | 2.01 - 2.08 Informative Reports |
|----------|---------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 2. Informative Reports |
| Access | Public |
| Туре | Informative Reports |

2.01 Report from the Chancellor

Dr. Andrew Jones

2.02 Reports from the Presidents

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

2.03 Reports from the Presidents of Student Government Organizations

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

2.04 Reports from the Academic Senate Presidents

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

2.05 Reports from the Presidents of Employee Representative Groups

Ann Nicholson, Coast Federation of Classified Employees (CFCE) 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

Land Development Committee Meeting, March 12, 2012 at 3:30 p.m., Board of Trustees' Conference Room

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

Legislative Affairs Committee Meeting, March 15, 2012 at 11:00 a.m., Board of Trustees' Conference Room

Career Technical Education Committee Meeting, March 15, 2012 at 1:30 p.m., Board of Trustees' Conference Room

Personnel Committee Meeting, April 10, 2012 at 2:00 p.m., Board of Trustees' Conference Room Accreditation Committee Meeting, April 17, 2012 at 3:30 p.m., Board of Trustees' Conference Room

2.08 Annual Reports from Coast Colleges' Foundation Directors

Foundation Directors from Coastline Community College, Golden West College, Orange Coast College, and the District will be giving updates on their Foundation Board, activities, financials, and plans for the new year.

3. Matters for Review, Discussion and/or Action

| Subject | 3.01 - 3.08 Matters for Review, Discussion and/or Action |
|----------|--|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 3. Matters for Review, Discussion and/or Action |
| Access | Public |
| Туре | Matters for Review, Discussion and/or Action |

3.01 Board Meeting Dates

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)

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 and mechanical, electrical, and plumbing (MEP) continues to progress smoothly. Currently, the north building is preparing to pour the roof and the south building is working to complete 3rd floor walls and columns. Overall the structural concrete is 80% installed and is tracking on schedule for completion in late April. Interior wall framing and MEP trades are completing the first floor and have begun to work on the second floor. The project team is in the process of finalizing specifications for low voltage (data/security), furniture, and equipment bids which will be recommended to the Board at future meetings.

3.05 Review of Instructional Material Fees

A copy of the Instructional Material Fees is available for viewing in the District Board Office.

3.06 Semi-Annual Report on Settlements Made Under Board Policy 6542

Pursuant to Board Policy 6542, the District has settled one claim in the total amount of \$941.75, for the period of July 1, 2011 through December 31, 2011. (See Attachment #1)

3.07 Orange Coast College Educational Master Plan, Vision Statement and Mission Statement

After review by the Orange Coast College President and at the recommendation of the College's Shared Governance Planning Councils, Orange Coast College's Educational Master Plan (including the revised Vision and Mission Statements listed below) is submitted for review by the Board of Trustees. Recommendation for approval of the document will be submitted for the April 4, 2012 Board of Trustees Agenda.

Vision Statement

To be the standard of excellence in transforming lives through education.

Mission Statement

Orange Coast College serves the educational needs of is diverse local and global community.

The college empowers students to achieve their educational goals by providing high quality and innovative programs and services leading to academic degrees, college transfer, certificates in career and technical education, basic skills, and workforce development to enable lifelong learning.

The college promotes student learning and development by fostering a respectful, supportive and participatory campus climate of student engagement and academic inquiry.

A copy of the Educational Master Plan will be provided to the Trustees prior to the Board Meeting.

3.08 Opportunity for the Board of Trustees to Review Proposed Revisions to Board Policies and to Review New Board Policies and Administrative Procedures

After review by District General Counsel and the Board Secretary, it is recommended that the Trustees have an opportunity to review the following Board Policies and Administrative Procedures :

Board Policy 2200 Board Authority, Responsibility and Duties Board Policy 2223 Board of Trustees' Accreditation Committee Board Policy 2410 and Administrative Procedure 2410, Board Policies and Administrative Procedures Board Policy 2510 Participation in Local Decision Making Board Policy 3200, Accreditation Board Policy 3250 Institutional Planning

Deletions are noted by strikethrough and additions are noted in **bold**. Based on Trustee review and input, these policies will be returned to the Discussion Section of the March 21, 2012 Agenda for adoption. (See Attachment #2)

| File Attachments |
|---|
| Material Fees.pdf (51 KB) Settlement Chart.pdf (15 KB) |
| OCC Educational Master plan.pdf (4,831 KB) 3-7-12 Meeting Revised.pdf (67 KB) |
| BP 2200 Board Authority, Responsibility and Duties.pdf (69 KB) |
| BP 2223 (010-2-18) Board of Trustees' Accreditation Committee.pdf (128 KB) |
| BP 2410 (010-2-6) Policy and Administrative Procedure.pdf (110 KB) |
| BP 2510 Participation in Local Decision Making.pdf (8 KB) BP 3200 Accreditation.pdf (59 KB) |
| BP 3250 Institutional Planning.pdf (86 KB) |
| AP 2410 Board Policies and Administrative Procedures odf (70 KB) |

Consideration of Instructional Material Fees

A copy is available for viewing in the Board Office.

Coastline Community College

| Effective: Spring 2012 | | |
|--|---|---|
| <u>Deletions:</u> GEOL C141 – Geology Laboratory ASTR C100L – Astronomy Laboratory | FROM \$8.00 \$5.00 | TO \$0.00 \$0.00 |
| Golden West College | | |
| Effective Fall 2012 | | |
| <u>Deletions:</u> ACCT G210 – Cost Accounting | FROM \$5.00 | TO \$0.00 |
| Revisions (Decrease): CHEM G110 – Intro to Chemistry MUS G101 – History & Appreciation of Music MUS G101H – History & Appreciation of Music, Honors MUS G103 – World Music MUS G115 – Basic Music MUS G116 – Theory I (Diatonic) MUS G216 – Theory I (Diatonic) PEAC G100 – Peace Studies, Introduction PEAC G110 – Nonviolence and Conflict Resolution | FROM \$5.50 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 | TO \$5.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 \$2.00 |
| Revisions (Increase): CHEM G180 – General Chemistry A CHEM G220 – Organic Chemistry A CHEM G225 – Organic Chemistry B FLRL G110 – Basic Floral Design FLRL G111 – Floral Business Practicum I FLRL G120 – Advanced Designs in Global Floristry FLRL G125 – Advanced Floral Design – Events and Display FLRL G127 – Creativity and Competition FLRL G132 – Permanent Botanicals FLRL G150 – Floral Productions Practicum II | FROM \$17.00 \$26.00 \$24.50 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 \$150.00 | TO \$18.00 \$30.50 \$28.50 \$175.00 \$175.00 \$175.00 \$175.00 \$175.00 \$175.00 |

Orange Coast College

Effective Fall 2012

| Revisions (Increase): COUN A104 Career & Life Planning: A | FROM | то |
|--|--------|---------|
| Holistic Approach | \$0.00 | \$23.00 |

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 | Mar 7, 2012 - Regular Meeting |
| Category | 4. Travel |
| Access | Public |
| Туре | 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 26- March 7, 2012

Ray F Cotter, Informatn Sys Tch II (OCC), to attend the Digital Signage Expo, March 7 - 8, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$400, including travel by Air Coach, to be paid from IT Conference Ancillary Funds. Submitted for administrative approval due to lateness of request.

Administrative Approval: 2/13/2012

Robert G Dalrymple, Marine Progrm Facltr (OCC), to attend the University of California, Davis, Scrimmage -Women's Crew, February 10 - 11, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Women's Crew Ancillary Funds. Submitted for Administrative Approval due to the travel taking place prior to the next board meeting. Administrative Approval: 2/7/2012

Don H Gaytan, Instructor (OCC), to attend the Statewide Component Training Puente Summit, February 22 - 24, 2012, Berkeley, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization. Submitted for administrative approval due to late request for travel outside of the five-county area.

Administrative Approval: 2/9/2012

Craig A Oberlin, Sr Dir, College Info Tech (OCC), to attend the Digital Signage Expo, March 7 - 8, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$200, including travel by Air Coach, to be paid from Information Technology Ancillary Funds. Submitted for administrative approval due to lateness of request.

Administrative Approval: 2/13/2012

Maria D Traver, Counselor (OCC), to attend the Statewide Component Training Puente Summit, February 22 - 24, 2012, Berkeley, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization. Administrative Approval: 2/9/2012 Subject4.02 DIS - Authorization for Attendance at Meetings and/or ConferencesMeetingMar 7, 2012 - Regular MeetingCategory4. TravelAccessPublicTypeConsent

1.Travel Authorization

a.Authorization for Attendance at Meetings and/or Conferences

(1)Meetings for the Board of Trustees

Conrad J Moreno, Board Member (CCCD), to attend the Lobby Day, March 20, 2012, Sacramento, CA, with reimbursement for actual expenses, including travel by Air Coach, to be paid from District Conference Funds.

Conrad J Moreno, Board Member (CCCD), to attend the California Community College Trustee (CCCT) Board Meeting, April 13, 2012, Temecula, CA, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Lorraine E Prinsky, Board Member (CCCD), to attend the Lobby Day, March 20, 2012, Sacramento, CA, with reimbursement for actual expenses, including travel by Air Coach, to be paid from District Conference Funds.

(2)Meetings for Faculty and Staff

Loretta P Adrian, President (CCC), to attend the Community College League of California's Southern CEO Conference, April 11-12, 2012, Temecula, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including a registration fee of \$290, to be paid from Contract Ed College Approved Projects.

Courtney A Anderson, Instructor (OCC), to attend the Phi Rho Pi National Tournament, April 8 - 15, 2012, Palos Hill, IL, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from CFE Contracted Full-Time Conference General Funds.

Margaret Araujo, Inst/Food Serv Wkr 3 (OCC), to attend the Food Safety Training: ServSafe Food Production, April 10, 2012, Downey, CA, without loss of salary, with reimbursement for allowable expenses of \$175, including a registration fee of \$175, to be paid from Ancillary Account. The reason for this revision is to change the date of the conference.

Veronica Arroyo, Staff Aide (CCCD), to attend the Lobby Day, March 20, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from District Conference Funds.

MARY AVALOS, Student Serv Coord (GWC), to attend the Lobby Day, March 20, 2012, Sacramento, CA without loss of salary with reimbursement for allowable expenses of \$450, including travel by Air Coach, to be paid from ASGWC Funds.

Mary Avalos, Student Serv Coord (GWC), to attend the Student Senate General Assembly Spring 2012, April 27-29, 2012, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$355, including a registration fee of \$195, to be paid from Advisor's Projects funds.

Karen M Baker, Instructor (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 ASOCC Honors Ancillary Funds.

Carol E Barnes, Counselor (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 ASOCC Honors Ancillary Funds.

Jamie M Blair, Instructor (OCC), to attend the International Conference on Technology in Collegiate Mathematics, March 23 - 25, 2012, Orlando, FL, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Beverley P Brownell, Instructor (GWC), to attend the National Student Nurses' Association Convention, April 10-15, 2012, Pittsburgh, PA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$115, travel by Air Coach, to be paid from IPD AFT funds.

Denise A Cabanel-Bleuer, Instructor (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 ASOCC Honors Ancillary Funds.

Marta R Cabral, Counselor (OCC), to attend the Extended Opportunity Programs & Services Statewide Technical Assistance Training, March 11 - 13, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$125, travel by Air Coach, to be paid from EOPS Categorical funds, CFE Contracted Part-Time Conference Funds. The reason for this revision is to revise the funding information.

Oceana Callum, Hourly Instructor (OCC), to attend the State University of New York Council on Writing: Sustainability and Writing, March 28 - April 1, 2012, New York, NY, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from CFE Contracted Part-Time Conference General Funds.

Rozanne M Capoccia-White, Cont Mil Ed Prog Ops Asst Mgr (CCC), to attend the California Association of Community College Registrars and Admission Officers Annual Conference 2012, April 29 - May 2, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$195, travel by Air Coach, to be paid from Contract Education Ancillary funds.

Kristin L Clark, Vice Pres, Stud Svcs (OCC), to attend the Fundamentals of Title IV Administration, July 14 - 21, 2012, Boston, MA, without loss of salary, with reimbursement for allowable expenses of \$2,500, including travel by Air Coach, to be paid from Categorical Financial Aid Funds.

Brian E Conley, Instructor (GWC), to attend the California Student Aid Commission Meeting, February 23-24, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization. This request was submitted late due to the meeting being requested at the last minute by the Commission Chair which did not allow enough time for prior board approval.

Lynn M Dahnke, Director, Marketing/Product Dev (CCC), to attend the Campus Visits for Courseware Demonstrations, March 8-13, 2012, Detroit, Ann Arbor and Livonia, MI, without loss of salary, with reimbursement for allowable expenses of \$1,575, including travel by Air Coach, rental car and insurance, to be paid from ISD Ancillary Funds.

Deanna L Despot, Professional Expert (OCC), to attend the Western Regional Health Information Technology

Training Grant Conference, March 11 - 13, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from HIT Grant Funds.

Shirley A Donnelly, Admin Dir Stdt Serv (GWC), to attend the California Association of Community College Registrars and Admissions Officers Annual Conference, April 29 - May 2, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$195, travel by Air Coach, rental car and insurance, to be paid from CDMA Professional and Staff Development Funds.

Lorie P Eber, Hourly Instructor (CCC), to attend the California Council on Gerontology and Geriatrics, April 12 - 13, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$150, to be paid from CCA Conference Funds.

Marilyn M Fry, Hourly Instructor (CCC), to attend the Academic Senate for California Community Colleges Spring Plenary Session 2012, April 18-22, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$355, travel by Air Coach, to be paid from CCA Conference Funds.

Efren J Galvan, Dir Adm Rec & Enroll (OCC), to attend the California Association of Community College Registrars and Admissions Officers Annual Conference, April 29 - May 2, 2012, Sacramento, 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 CDMA Professional and Staff Development General Funds.

Doreen M Garcia, Inst/Food Serv Wkr 1 (OCC), to attend the Food Safety Training: ServSafe Food Production, May 7, 2012, Downey, CA, without loss of salary, with reimbursement for allowable expenses of \$175, including a registration fee of \$175, to be paid from Ancillary Account. The reason for this revision is to change the conference date.

Shanon J Gonzalez, Research Analyst, Senior (CCC), to attend the California Community College Regional Assessment Validation Training, March 8, 2012, Culver City, CA, without loss of salary, with reimbursement for allowable expenses of \$30, to be paid from General funds.

Lee W Gordon, Instructor (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 ASOCC Honors Ancillary Funds.

Tran Doan B Ha, Acctng Spec-Spc Proj (CCC), to attend the Advanced Microsoft Excel Techniques, December 7-8, 2011, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$480, including a registration fee of \$439, to be paid from Fiscal Services. The reason for this revision is to increase registration fee by \$40 and increase total reimbursement by \$30, for a total of \$480.

Raine L Hambly, Director-Career Services (OCC), to attend the California Workforce Association Annual Spring Conference, April 4 - 6, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,325, including a registration fee of \$650, to be paid from Perkins VTEA 2011-12 Grant.

Raine L Hambly, Director-Career Services (OCC), to attend the California Community College Association for Occupational Education, March 20 - 23, 2012, Millbrae, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$395, travel by Air Coach, to be paid from Perkins VTEA 2011-12 Grant Funds.

Nathaniel C Harrison, Coord Cont Ed Instr Services (CCC), to attend the Commissioning of the US Coast Guard Warship Stratton, March 29-April 1, 2012, Alameda, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including travel by Air Coach, to be paid from Contract Education Ancillary

funds.

Elaine K Hill, Telecourse Mrktng Co (CCC), to attend the Texas Distance Learning Association, April 15-17, 2012, Dallas, TX, without loss of salary, with reimbursement for allowable expenses of \$1,050, including travel by Air Coach, rental car and insurance, to be paid from ISD Ancillary Funds.

Deborah D Hirsh, Vice Chancellor (CCCD), to attend the American Association of Community Colleges Annual Convention, April 20, 2012 - April 24, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$2,100, including a registration fee of \$835, travel by Air Coach, to be paid from Management Conference.

Antony T Hoang, Instructor (GWC), to attend the International Conference on Technology in Collegiate Mathematics, March 22 - April 1, 2012, Lake Buena Vista, FL, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$280, travel by Air Coach, rental car and insurance, to be paid from FT IPD AFT Conference Funds.

Eva Hodjera, Hourly Instructor (GWC), to attend the California Teachers of English to Speakers of Other Languages (CATESOL) Deeply Rooted, Always Growing 2012 Conference, April 12-15, 2012, Oakland, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$205, travel by Air Coach, to be paid from IPD Part-Time Conference Funds.

Amelie F Hunter, Instructor (OCC), to attend the American College Dance Festival Conference, March 23 - 26, 2012, Dominguez Hills, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$120, to be paid from CFE Contracted Full-Time Conference General Funds.

Catherine S Hutchison, Staff Asst Sr (OCC), to attend the Academic Senate Curriculum Institute, July 12 - 14, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$725, travel by Air Coach, to be paid from VPI Conference Ancillary Funds.

Nancy S Jones, Instructor (CCC), to attend the Asilomar Leadership Skills Seminar, March 12-16, Pacific Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$1,800, including a registration fee of \$1,375, to be paid from Contract Education Ancillary College Support funds. Reimbursement of mileage on personal auto, in lieu of airfare, not to exceed coach airfare equivalency.

Theresa L Lavarini, Instructor (GWC), to attend the Academic Senate for California Community Colleges Spring 2012 Plenary Session, April 18-21, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,155, including a registration fee of \$355, travel by Air Coach, to be paid from IPD AFT funds, Academic Senate Travel.

Andrea C Lawson, Hourly Instructor (OCC), to attend the Shakespeare Association of America, April 3 - 8, 2012, Boston, MA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$160, travel by Air Coach, to be paid from CCA/CTA Professional Development Funds.

Mai T Le, Program Suprv(OC One Stop Ctr) (CCC), to attend the CalWorks Association - Third Annual Training Institute, April 15-18, 2012, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$555, to be paid from Disadvantaged Adults North, CDMA Professional Development Funds. Reimbursement of mileage on personal auto, in lieu of airfare, not to exceed coach airfare equivalency.

Phuonganh T Le, Staff Asst-Spec Proj, Chnc Wng (CCCD), to attend the 2012 Community College Public Relations Organization Annual Conference, April 18-20, 2012, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$250, travel by Air Coach, to be paid from Foundation Travel Funds.

Jeanette M Lee, Graphic Designer (CCC), to attend the University and College Designers Association Design Summit, March 29-31, 2012, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$895, to be paid from Classified Professional Development Funds, Classified Mileage.

Shin Liu, Hourly Instructor (GWC), to attend the Computer-Using Educators (CUE) Annual Conference, March 14-16, 2012, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$275, to be paid from IPD AFT funds.

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. The reason for this revision is to include reimbursement authorization for mileage to and from airport. Reimbursement amount does not change.

Benjamin J Lohman, Instructor (OCC), to attend the Phi Ro Pi National Tournament, April 8 - 15, 2012, Palos Hill, IL, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from CFE Contracted Full-Time Conference Funds.

Vinicio J Lopez, Dean (CCC), to attend the Teachers of English to Speakers of Other Languages (TESOL) International Convention and English Language Expo, March 26-April 2, 2012, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$375, travel by Air Coach, to be paid from Basic Skills Grant funds.

Margaret M Lovig, Instructor (CCC), to attend the Academic Senate for California Community Colleges Spring Plenary Session, April 18-21, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,350, including a registration fee of \$355, travel by Air Coach, to be paid from Academic Senate Full-Time Faculty Funds.

Vesna Marcina, Instructor (OCC), to attend the Spring 2012 Academic Senate Plenary, April 18 - 21, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$355, travel by Air Coach, to be paid from Academic Senate President's Conference General Funds.

Carla R Martinez, Student Serv Coord (OCC), to attend the March in March, March 4 - 5, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from ASOCC Ancillary Funds. Carla Martinez (CAR #N55948) is traveling by District Bus to Sacramento to escort students to the March in March Conference. The Student trip was approved by the board on February 15th. That item included the approval for traveling by District vehicles.

Carla R Martinez, Student Serv Coord (OCC), to attend the Lobby Day, March 20, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from ASOCC Ancillary Funds.

Carla R Martinez, Student Serv Coord (OCC), to attend the Student Senate General Assembly Spring 2012, April 27 - 29, 2012, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$195, to be paid from ASOCC Ancillary Funds.

Carla R Martinez, Student Serv Coord (OCC), to attend the Leadership Retreat, April 20, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$25, to be paid from ASOCC Ancillary Funds.

Carla R Martinez, Student Serv Coord (OCC), to attend the California Community College Student Affairs Association Professional Conference 2012, March 28 - 30, 2012, Temecula, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$150, to be paid from ASOCC Ancillary Funds.

Jennifer C Mc Donald, Dir Adm & Records (CCC), to attend the 35th Annual Conference - CA Association of Community College Registrars and Admissions Officers, April 29-May 2, 2012, Sacramento, 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 CDMA Professional and Staff Development Funds.

Fabienne McPhail Naples, Vice President (GWC), to attend the California Community Colleges Chief Instructional Officers Spring Conference, April 17-20, 2012, Millbrae, CA, without loss of salary, with reimbursement for allowable expenses of \$1,105, including a registration fee of \$355, travel by Air Coach, to be paid from General Funds (Instruction).

Arthur R Moore, Instructor (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 ASOCC Honors Ancillary Funds.

Michael G Morvice, Staff Asst Sr (OCC), to attend the California Community College Student Affairs Professional Conference, March 28 - 30, 2012, Temecula, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$150, to be paid from ASOCC Ancillary Funds.

Michael G Morvice, Staff Asst Sr (OCC), to attend the Leadership Retreat at California State University, Los Angeles, April 20, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$25, to be paid from ASOCC Ancillary Funds.

Melissa M Moser, Dir Financial Aid (OCC), to attend the Supporting Students with Mental Health Challenges, April 17 - 18, 2012, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Kathryn L Mueller, Dean (OCC), to attend the Supporting Students with Mental Health Challenges, April 17 - 18, 2012, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Darya N Myers, Hourly Instructor (GWC), to attend the Puente English Summit, February 22-24, 2012, Berkeley, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization. This request was submitted late due to late notice of the workshop which did not allow for prior board approval. She is required to attend since she is the GWC Puente English instructor.

Jeanne M Neil, Instructor (OCC), to attend the Building Confidence Motivation & Success: A Day of Teaching & Learning, March 8 - 9, 2012, Las Vegas, NV, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Donavan J Nielsen, Instructor (GWC), to attend the Computer-Using Educators (CUE) Annual Conference, March 14-16, 2012, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$275, to be paid from IPD AFT funds.

Madjid Niroumand, Interim Assoc Dean, Stu Srvcs (OCC), to attend the American Association of Community Colleges 92nd Annual Convention, April 20 - 25, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$2,600, including a registration fee of \$835, travel by Air Coach, to

be paid from International Center Management Conference Ancillary Fund.

Madjid Niroumand, Interim Assoc Dean, Stu Srvcs (OCC), to attend the Nic International College, April 12 - 18, 2012, Tokyo, Japan without loss of salary, with reimbursement for allowable expenses of \$3,000, including travel by Air Coach, to be paid from International Center Ancillary Funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the 16th Annual Health Occupations Educator Institute, April 1-4, 2012, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$200, to be paid from RHORC/EWD Grant funds.

Michael V Olds, Hourly Instructor (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 ASOCC Honors Ancillary Funds.

Deborah G Orrill, Hourly Instructor (GWC), to attend the Solid Waste Association of North America (SWANA) Western Regional Symposium, April 2-4, 2012, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$735, including a registration fee of \$245, to be paid from Cal Works funds.

Jennifer Ortberg, Dir Adm & Records (GWC), to attend the California Association of Community College Registrars and Admissions Officers Annual Conference, April 29 - May 2, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$195, travel by Air Coach, rental car and insurance, to be paid from CDMA Professional and Staff Development Funds.

Martha M Parham, Dist Dir Mark & Pub (CCCD), to attend the 2012 Community College Public Relations Organization Annual Conference, April 18-20, 2012, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$250, travel by Air Coach, to be paid from Public Information Management Conference Funds.

Diep N Pham, Instructor (GWC), to attend the National Student Nurses' Association Convention, April 10-15, 2012, Pittsburgh, PA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$115, travel by Air Coach, to be paid from IPD AFT funds.

Hue T Pham, Dean (OCC), to attend the 12th International Conference on Diversity in Organizations, Communities and Nations, June 10 - 14, 2012, Vancouver, BC, Canada without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$450, travel by Air Coach, to be paid from CDMA Professional and Staff Development General Funds.

Sheena T Phan, EOPS/CARE Accounting Tech (CCC), to attend the EOPS/CARE Statewide Technical Assistance Training Program, March 12-13, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$350, including travel by Air Coach, to be paid from EOPS funds.

Daniel S Pittaway, Instructor (CCC), to attend the California Teachers of English to Speakers of Other Languages Conference, April 12-15, 2012, Oakland, CA, without loss of salary, with reimbursement for allowable expenses of \$1,750, including a registration fee of \$265, travel by Air Coach, to be paid from Title III Grant.

Dolores Quinonez, Hourly Instructor (OCC), to attend the Southern California Tri-Regional Co-op Ed & Work-based Learning Educators Meeting, March 13, 2012, El Cajon, CA, without loss of salary, with reimbursement for allowable expenses of \$162, to be paid from Ancillary Account.

Erik V Rangno, Instructor (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 ASOCC Honors Ancillary Funds.

Teresa A Scarbrough, Office Coordinator (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 \$100, including a registration fee of \$30, to be paid from ASOCC Honors Ancillary Funds.

Deana L Smith, Food Servce Wrkr III (OCC), to attend the Food Safety Training: ServSafe Food Production, May 7, 2012, Downey, CA, without loss of salary, with reimbursement for allowable expenses of \$175, including a registration fee of \$175, to be paid from Ancillary Account. The reason for this revision is to change the conference date.

John C Stebbins, Hourly Instructor (OCC), to attend the Second North American Revit Technology Conference, June 28 - 30, 2012, Stone Mountain, GA, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$1,400, to be paid from CFE Contracted Part-Time Conference Funds.

Stephen Y Tamanaha, Director (OCC), to attend the California Community College Athletic Association, April 3 - 6, 2012, San Mateo, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$375, travel by Air Coach, to be paid from Athletics Ancillary Funds.

Stephen Y Tamanaha, Director (OCC), to attend the Supporting Students with Mental Health Challenges, April 17 - 18, 2012, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Christian B Teeter, sec'y to Board of Trustees (DIST), to attend the Association of Community College Trustees (ACCT) Community College National Legislative Summit, February 12-16, 2012, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$130, to be paid from District Conference Funds. The reason for this revision is to seek reimbursement for the travel costs associated with Trustee Meetings. This travel database is also being changed from non-district funds to district funds so it can cover the \$130.00.

Christian B Teeter, sec'y to Board of Trustees (CCCD), to attend the Lobby Day, March 20, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds with exception unanticipated expenses for our Student Trustee and/or Trustees' travel costs.

Valerie A Venegas, Sup, Emegency Prep & SpcI Evnt (GWC), to attend the One Year After the Devastation: The Great Japanese Earthquake, March 21, 2012, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$75, including a registration fee of \$50, to be paid from Disaster Preparedness Funds.

Joe Venegas III, Student Trustee (DIST), to attend the Lobby Day, March 20, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from District Conference Funds.

James K West, Registration Supv (OCC), to attend the California Association of Community College Registrars, April 29 - May 2, 2012, Sacramento, 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 CDMA Professional and Staff Development General Funds.

Michelle R Wild, Instr/Coord (CCC), to attend the Minnesota Social Services Association "YOUnited" Conference, March 14-16, 2012, Minneapolis, MN, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency. Tracy C Young, Int Audit Coordinator (CCCD), to attend the Community College Internal Auditors - Spring 2012 Conference, 05/02/12 - 05/04/12, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$85, travel by Air Coach, to be paid from Internal Audit CFCE Conference.

Approval of New Courses

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

Orange Coast College

Effective Fall 2012

Aviation Pilot Training A123 - Private Pilot Advanced Flight Lab; 1.0 unit

Semester length; 54 non-lecture hours; prerequisite: written approval from instructor or dean; fee: none; grading method: pass/no-pass; Repeatability: none. Flight training in selected areas for the purpose of gaining proficiency in required pilot operations for various certificates and ratings. All training is conducted in accordance with Federal Aviation Regulation (FAR) Part 61 and Part 141. All flight training labs are conducted in accordance with an approved FAR Part 141 syllabus. In addition, flight lab courses allow the student to accrue the necessary flight hours for certification and licensing as a commercial, instrument pilot.

Aviation Pilot Training A146 - Advanced Aircraft & Engines; 3.0 units

Semester length; 54 lecture hours; advisory: Aviation Pilot training A130; grading method: graded; Repeatability: none. This course provides advanced information on aircraft engines and aircraft subsystems, to include turbine gas generator theory as well as an introduction to environmental and pressurization control systems found in complex aircraft. The course will enhance the students' understanding of basic aircraft systems to include constant speed propellers, primary flight controls, and provide detailed information on secondary flight controls, retractable landing gear, autopilots, flight directors, fuel systems and electrical systems.

Chemistry A020 - Problem Solving in Organic Chemistry I; 1.0 unit

Semester length; 18 lecture hours; prerequisite: Chemistry A185; co-requisite: Chemistry A220; gradinmethod: pass/no pass; This course covers problem-solving skills and strategies that enhance success chemistry 220. Topics include problems in organic chemical structure, nomenclature, reactions and reaction mechanisms.

Chemistry A025 - Problem Solving in Organic Chemistry II; 1.0 unit

Semester length; 18 lecture hours; prerequisite: Chemistry A185; co-requisite: Chemistry A220; grading method: pass/no pass; This course covers problem-solving skills and strategies that enhance success in chemistry 220. Topics include problems in organic chemical structure, nomenclature, reactions and reaction mechanisms.

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Course Revisions:

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

Golden West College

Effective Fall 2012

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Floral Design G127 – Creativity and CompetitionCourse Name and Number:FLRL G027Grading Method:Letter Grade

FLRL G127 Option pass/no pass

| <u>Floral Design G132 – Permanent B</u> Course Name and Number: Course Title: Semester Hours: Grading Method: <u>Floral Design G150 –Floral Product</u> Course Name and Number: Course Title: Grading Method: | FLRL G032 Permanent and Seasonal 27 lecture/27 non-lecture Letter Grade | FLRL G132 Permanent Botanicals 27 lecture/36 non-lecture Option pass/no pass FLRL G150 Floral Productions Practicum Option pass/no pass |
|---|---|--|
| | Orange Coast Colleg | |
| Effective Fall 2012 | FROM | то |
| Airling Transl Operation ACTO | | |
| <u>Airline Travel Careers A279 – Interr</u> Department Subject Code: Units Weekly Hours | <u>aship 2</u> Airline Travel Careers AIRL 2.0 2 Lecture/8 Unpaid/12 Paid | Hospitality, Travel, & Tourism HTT 4.0 2 Lecture/7.5 Unpaid/10 Paid |
| Aviation Pilot Training A120 - Priva | te Pilot Flight Lab | |
| Units | 2.0 | 1.0 |
| Total Hours | 72 | 54 |
| Weekly Hours | 1 Lecture/3 Non-lecture | 3 Non-lecture |
| Aviation Pilot Training A121 - Instru | mont Pilot Elight Loh | •• |
| Units | 2.0 | 1.0 |
| Total Hours | 72 | 18 |
| Weekly Hours | 3 Non-lecture | 1 Lecture |
| Aviation Pilot Training A122 - Comr | | · . |
| Units | 2.0 | 1.0 |
| | | 1.0 |
| Communication Studies A150 - For | | |
| Units Total Hours | 1.0-2.0 | 1.0-4.0 |
| Weekly Hours | 18-36 1 Lecture/9 Non-lecture | 18-180 |
| Repeatability | 2 | 1-2 Lecture, .25 Arranged 4 |
| Food & Nutrition A286 – Directed Pr Repeatability | ractice for Culinology® Food S | |
| | | |
| Machine Technology A115 – Produce Units: | | |
| Total Hours: | 3.0 90 | 2.0 72 |
| | | 16 |
| <u>Machine Technology A120 – Measu</u> Title: | irement & Blueprint Reading Measurement & Blueprint Reading | Blueprint Reading for Manufacturing |

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| <u>Machine Technology A130 – Introd</u> Units: Total Hours: | uction to CNC & Manual Prog 4.0 72 | <u>ramming</u> 3.0 54 |
|--|--|-----------------------------|
| <u>Physical Education A110 – Cardiov</u> Subject Code: Number: | ascular Fitness PE A110 | KIN A105 |
| <u>Physical Education A111 Weight</u> Subject Code: Number: | <u>Training</u> PE A111 | KIN A106 |
| <u>Physical Education A107 – Fitness</u> Subject Code: | Programs 1 PE | KIN |
| Physical Education A108 - Strength Subject Code: | <u>n & Conditioning 1</u> PE | KIN |
| Physical Education A114 – Aerobic Subject Code: Number: | <u>s</u> PE A114 | KIN A110 |
| <u>Physical Education A112 – Step Ae</u> Subject Code: Number: | robics PE A112 | KIN A111 |
| Physical Education A125 – Body So Subject Code: Number: | <u>eulpting</u> PE A125 | KIN A112 |
| Physical Education A102 – Stretch & Subject Code: Number: | <u>& Flex</u> PE A102 | KIN A113 |
| Physical Education A115 – Cross Ti Subject Code: | raining PE | KIN |
| <u>Physical Education A106 – Triathlor</u> Subject Code: Number: | <u>1 Techniques</u> PE A106 | KIN A116 |
| Physical Education A187 –Fitness F Subject Code: Number: | Programs II PE A187 | KIN A207 |
| <u>Physical Education A128 – Strength</u> Subject Code: Number: | & Conditioning II PE A128 | KIN A208 |
| <u>Physical Education A120 Aikido</u> Subject Code: Number: | PE A120 | KIN A126 |

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| <u>Physical Education A122 Karate</u> Subject Code: Number: | PE A122 | KIN A127 |
|---|---|-------------|
| <u>Physical Education A104 – Hatha `</u> Subject Code: Number: | <u>Yoga – Level I</u> PE A104 | KIN A128 |
| <u>Physical Education A105 – T'ai Ch</u> Subject Code: Number: | <u>i Chih</u> PE A105 | KIN A129 |
| <u>Physical Education A204– Hatha Y</u> Subject Code: Number: | <u>oga – Level II</u> PE A204 | KIN A228 |
| <u>Physical Education A140 – Aqua F</u> Subject Code: Number: | <u>itness</u> PE A140 | KIN A130 |
| <u>Physical Education A146 – Swim fo</u> Subject Code: Number: | p <u>r Fitness</u> PE A146 | KIN A131 |
| <u>Physical Education A143 – Swimmi</u> Subject Code: Number: | ing PE A143 | KIN A132 |
| <u>Physical Education A160 Kayakin</u> Subject Code: Number: | ng PE A160 | KIN A134 |
| <u>Physical Education A159 – Outrigg</u> Subject Code: Number: | <u>er Canoeing</u> PE A159 | KIN A135 |
| <u>Physical Education A147 – Introduc</u> Subject Code: Number: | e <u>tion to Sailing</u> PE A147 | KIN A136 |
| <u>Physical Education A148 – Introduc</u> Subject Code: Number: | tion to Keel Boats PE A148 | KIN A137 |
| <u>Physical Education A149 – Introduc</u> Subject Code: Number: | <u>ttion to Ocean Sailing</u> PE A149 | KIN A138 |
| <u>Physical Education A161 – Surfing</u> Subject Code: Number: | <u>& Ocean Safety</u> PE A161 | KIN A141 |
| <u>Physical Education A150 – Badmint</u> Subject Code: Number: | ton PE A150 | KIN A145 |

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| <u>Physical Education A155 – Tennis</u> Subject Code: Number: | PE A155 | KIN A146 |
|--|---|-------------|
| <u>Physical Education A154 – Table Te</u> Subject Code: Number: | ennis PE A154 | KIN A147 |
| <u>Physical Education A173 – Basketb</u> Subject Code: Number: | all PE A173 | KIN A150 |
| <u>Physical Education A156 – Futsol/Ir</u> Subject Code: Number: | n <u>door Soccer</u> PE A156 | KIN A151 |
| <u>Physical Education A177 –Soccer</u> Subject Code: Number: | PE A177 | KIN A152 |
| <u>Physical Education A179–Golf</u> Subject Code: Number: | PE A179 | KIN A153 |
| <u>Physical Education A178 – Volleyba</u> Subject Code: Number: | ll PE A178 | KIN A154 |
| <u>Physical Education A174 –Bowling</u> Subject Code: Number: | PE A174 | KIN A155 |
| <u>Physical Education A167 Rock Cli</u> Subject Code: Number: | mbing PE A167 | KIN A156 |
| Physical Education A191Adapted : Subject Code: Number: | <u>Strength Training</u> PE A191 | KIN A170 |
| Physical Education A192Adapted Subject Code: Number: | Individual Sports PE A192 | KIN A171 |
| Physical Education A194 –Adapted A Subject Code: Number: | Aquatics PE A194 | KIN A172 |
| Physical Education A185 – Adapted Subject Code: Number: | <u>Strength & Balance</u> PE A185 | KIN A173 |

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| Physical Education A196 - Adapt Subject Code: | ed Cardiovascular Fitness PE | KIN |
|---|------------------------------------|--------------|
| Number: | A196 | A174 |
| Physical Education A197 Adapt | | |
| Subject Code: Number: | PE A197 | |
| | | A175 |
| Physical Education A198 – Adapt Subject Code: | ted Stretching PE | KIN |
| Number: | A198 | A176 |
| Physical Education A199 – Curre | nt Issues in Physical Educatior | ı |
| Subject Code: | PE | KIN |
| Physical Education A268 - Introd | uction to Adapted Physical Edu | ucation |
| Subject Code: Number: | PE | KIN |
| Number: | A268 | A201 |
| Physical Education A202- Introdu | uction to Adapted Physical Edu | |
| Subject Code: Number: | PE A268 | KIN A201 |
| | | 7201 |
| Physical Education A268 – Introd Subject Code: | <u>uction to Kinesiology</u> PE | KIN |
| - | | INITN |
| Physical Education A134– Fitness Subject Code: | <u>s & Health</u> PE | KIN |
| Number: | A134 | A270 |
| Physical Education A138 - Drugs | & Sports | |
| Subject Code: | PE | KIN |
| Number: | A138 | A271 |
| Physical Education A281 - Sports | <u>Medicine</u> | |
| Subject Code: Number: | PE | KIN |
| Number. | A281 | A273 |
| Physical Education A285 - Athleti | | |
| Subject Code: Number: | PE A274 | KIN A274 |
| | | 7214 |
| Physical Education A287 – Sports Subject Code: | <u>Medicine Practicum</u> PE | |
| Number: | A287 | KIN A275 |
| Physical Education A079 Charte | Managamant | |
| Physical Education A278 – Sports Subject Code: | PE | KIN |
| Number: | A278 | A276 |
| Physical Education A289 – Strenc | th & Conditioning Theory | |
| Subject Code: | PE | KIN |
| Number: | A289 | A277 |
| | | |

| <u>Physical Education A284 – Fitnes</u> Subject Code: Number: | <u>s & Exercise Testing</u> PE A284 | KIN A278 |
|---|---|-------------|
| <u>Physical Education A296 – Exerci</u> Subject Code: Number: | <u>se Physiology</u> PE A296 | KIN A279 |
| <u>Physical Education A298 – Fitnes</u> Subject Code: | s Specialist Internship PE | KIN |
| <u>Physical Education A109 – Sports</u> Subject Code: | <u>Conditioning</u> PE | ATHL |
| <u>Physical Education A119 – Athletic</u> Subject Code: | <u>c Team Training</u> PE | ATHL |
| Physical Education A129 – Fitness Subject Code: | s for Performance PE | ATHL |
| <u>Physical Education A222 – Pep Sc</u> Subject Code: | <u>luad</u> PE | ATHL |
| <u>Physical Education A235 – Basket</u> Subject Code: | <u>ball</u> PE | KIN |
| <u>Physical Education A236– Cross C</u> Subject Code: | PE | ATHL |
| <u>Physical Education A238 – Crew</u> Subject Code: | PE | ATHL |
| <u>Physical Education A240 – Soccer</u> Subject Code: | PE | ATHL |
| Physical Education A241– Fastpitc Subject Code: | h PE | ATHL |
| Physical Education A242 – Swimmi Subject Code: | ing PE | ATHL |
| Physical Education A243 – Tennis Subject Code: | ΡE | ATHL |
| Physical Education A244 – Track & Subject Code: | <u>Field</u> PE | ATHL |
| Physical Education A245- Volleyba Subject Code: | <u>II</u> PE | ATHL |
| Physical Education A246 – Water P Subject Code: | | ATHL |
| Physical Education A250- Baseball Subject Code: | | |
| | 1 4 | ATHL |

| Physical Education A251– Basketb Subject Code: | <u>all</u> PE | ATHL |
|--|---------------------|------|
| Physical Education A252– Crew Subject Code: | PE | ATHL |
| <u>Physical Education A253– Cross C</u> Subject Code: | <u>ountry</u> PE | ATHL |
| Physical Education A254 – Footbal Subject Code: | PE | ATHL |
| Physical Education A221– Golf Subject Code: | PE | ATHL |
| Physical Education A257– Soccer Subject Code: | PE | ATHL |
| Physical Education A258 – Swimmi Subject Code: | ng PE | ATHL |
| <u>Physical Education A259 – Tennis</u> Subject Code: | PE | ATHL |
| Physical Education A260 – Track & Subject Code: | <u>Field</u> PE | ATHL |
| Physical Education A261 - Volleyba | ll PE | ATHL |
| Physical Education A263 – Water P Subject Code: | | ATHL |

Course Retirements:

The Golden West College and Orange Coast College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommend the following courses be retired from the curriculum:

Golden West College

Effective Fall 2012

Physical Science G100H – Introduction to Physical Science, Honors Physics G110X – Conceptual Physics with Lab

Orange Coast College

Effective Fall 2012

Physical Education A121 – Qigong Physical Education A124 – Strength & Balance – Level I Physical Education A127 – Cardio & Stretch – Level I Physical Education A216 – Strength & Balance – Level II Physical Education A217 – Cardio & Stretch – Level II

Course Suspensions:

The Orange Coast College Curriculum Committee, with concurrence of the College President and the Chancellor, recommend the following courses be suspended from the curriculum:

Orange Coast College

Effective Fall 2012

<u>Hospitality, Travel, & Tourism A122 – Destination United States</u> <u>Hospitality, Travel, & Tourism A123 – Destination Northern Europe</u> <u>Hospitality, Travel, & Tourism A124 – Destination Northern Africa</u> <u>Hospitality, Travel, & Tourism A126 – Destination Southern Europe</u>

Approval of Programs/Options/Revisions/Retirements/Reinstatements

Approval of New Program/Options

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

Orange Coast College

Effective Fall 2012

Business Administration – Finance Certificate of Specialization

CERTIFICATE OF SPECIALIZATION IN FINANCE

The Certificate of Specialization of Finance is designed to develop analytic and critical thinking skills in the financial area in businesses. Courses emphasize financial accounting, securities, financial and investment management.

Program Outcomes

Upon successful completion of the Certificate of Specialization (CS) in Finance, graduates will be able to:

- Function effectively in an entry-level or training position in a brokerage firm or the Treasurer or Investment Department in a small to mid-size enterprise.
- Effectively apply and utilize the accounting and financial principles and techniques they have learned in a business environment or at a four- year college business administration program.

Determine the viability of security and capital investments.

CERTIFICATE OF SPECIALIZATION

Required Courses

| Course Financial Accounting Business Finance Securities Investment | Units ACCT BUS BUS | A101 (4.0) A200 (3.0) A210 (3.0) | |
|--|------------------------------------|--|------------|
| Practical Investment Management | BUS | A212 (3.0) | \bigcirc |
| | Total | (12) | |

(13)

Program/Option Revisions:

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

Orange Coast College

Effective Fall 2012

FROM PREVIOUSLY APPROVED NEW PROGRAM:

| Associate of Science in Kinesio | ology for Transfer | |
|---|-----------------------|-------------|
| Required Core Courses: 14 units | CSU GEN ED | C-ID |
| PE A202 – Introduction to Kinesiology(3) | | KIN 100 |
| BIOL A220 – Human Anatomy(5) | B2 | KIN TUU |
| BIOL A225 - Human Physiology(5) | B2 | |
| Select a minimum of one course from any three of the followin | areas for a maximum | of 2 united |
| Aquatics: | g areas for a maximum | or 5 units: |
| PE A140 – Aqua Fitness | E2 | |
| PE A143 – Swimming | E2 | |
| PE A146 – Swimming for Fitness | E2 | |
| PE A161 – Surfing | E2 | |
| PE A147 – Introduction to Sailing | E2 | |
| PE A148 – Introduction to Keel Boats | E2 | |
| PE A149 – Introduction to Ocean Sailing | E2 | |
| PE A159 – Outrigger Canoeing | E2 | |
| PE A160 – Kayaking | E2 | |
| PE A194 – Adapted Aquatics | E2 | |
| Combatives: | | |
| PE A105 — T'ai Chi Chih | E2 | |
| PE A120 – Aikido | E2 | |
| PE A122 – Karate | E2 | |
| Fitness: | in far | |
| PE A102 – Stretch & Flex | E2 | |
| PE A106 – Triathalon Techniques | E2 | |
| PE A107 – Fitness Programs 1 | E2 | |
| PE A108 – Strength & Conditioning | E2 | |
| PE A109 – Sports Conditioning | E2 | |
| PE A110 - Cardiovascular Fitness | E2 | |
| PE A112 – Step Aerobics | E2 | |
| PE A114 – Aerobics | E2 | |
| PE A125 – Body Sculpting | E2 | |
| PE A129 – Fitness for Performance | E2 | |
| PE A185 – Adapted Strength & Balance | E2 | |
| PE A191 – Adapted Strength Training | E2 | |
| PE A196 – Adapted Cardiovascular Fitness | E2 | |
| PE A197 – Adapted Aerobic Exercise | E2 | |
| Individual Sports: | L.2. | |
| PE A104 – Hatha Yoga – Level 1 | E2 | |
| PE A105 – T'ai Chi Chih | E2 | |
| PE A154 – Table Tennis | E2 | |
| PE A155 – Tennis | E2 | |
| PE A161 – Surfing & Ocean Safety | E2 | |
| PE A167 – Rock Climbing | E2 E2 | |
| PE A174 – Bowling | E2 E2 | |
| | | |

| PE A179 – Golf PE A192 – Adapted Individual Sports/Bowling PE A204 – Hatha Yoga – Level 2 | · E2 E2 E2 | | |
|---|------------------|-------------------------|--|
| Team Sports: | | | |
| PE A150 – Badminton | E2 | | |
| PE A156 – Futsal/Indoor Soccer | E2 | | |
| PE A173 – Basketball | E2 | | |
| PE A177 – Soccer | E2 | | |
| PE A178 Volleyball | E2 | | |
| List A Required (Select two): 6-10 units | | | |
| MATH A160 – Introduction to Statistics | B4 | | |
| MATH A160H Introduction to Statistics Honors | B4 | | |
| PSYC A160 Statistics for Behavioral Sciences | B4 | | |
| BIOL A125 Human Biology | B2 | | |
| | | TCSU | |
| CHEM A110 – Introduction to Chemistry | B1 | CHEM 210 | |
| CHEM A180 – General Chemistry A | | · · · · · · · · · · · · | |
| PHYS A120 – Algebra-Based Physics: Mechanics | B1 | CHEM 110 | |
| PHYS A185 – Calculus-Based Physics: Mechanics | B1 | PHYS 105 | |
| HLED A112 – First Aid and CPR | B1 | PHYS 205 | |
| HEED A HZ = HIST AIU allU OFA | E2 | KIN 101 | |

TOTAL MAJOR UNITS:20-24CSU GENERAL EDUCATION BREADTH UNITS:39TOTAL AS-T DEGREE UNITS:60

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TO REVISED PROGRAM (TO REFLECT CHANGES IN SUBJECT CODES)

| Associate of Science in Kinesiolog | gy for Transfer | |
|--|--------------------|-------------|
| Required Core Courses: 14 units | CSU GEN ED | C-ID |
| KIN A202 – Introduction to Kinesiology(3) | | KIN 100 |
| BIOL A220 – Human Anatomy(5) | B2 | |
| BIOL A225 - Human Physiology(5) | B2 | |
| Select a minimum of one course from any three of the following a | reas for a maximum | of 3 units: |
| Aquatics: | | |
| KIN A130 – Aqua Fitness | E2 | |
| KIN A132 – Swimming | E2 | |
| KIN A131 – Swimming for Fitness | E2 | |
| KIN A141 – Surfing | E2 | |
| KIN A136 – Introduction to Sailing | E2 | |
| KIN A137 – Introduction to Keel Boats | E2 | |
| KIN A138 – Introduction to Ocean Sailing | E2 | |
| KIN A135 – Outrigger Canoeing | E2 | |
| KIN A134 – Kayaking | E2 | |
| KIN A172 – Adapted Aquatics | E2 | |
| Combatives: | | |
| KIN A129 – T'ai Chi Chih | E2 | |
| KIN A126 – Aikido | E2 | |
| KIN A127 – Karate | E2 | |
| Fitness: | | |
| KIN A113 – Stretch & Flex | E2 | |
| KIN A116 – Triathalon Techniques | E2 | 1 |
| KINA107 Fitness Programs 1 | E2 | |
| KIN A108 – Strength & Conditioning 1 | E2 | |
| ATHL A109 – Sports Conditioning | E2 | |

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| KIN A105 – Cardiovascular Fitness KIN A106 – Weight Training KIN A111 – Step Aerobics KIN A110 – Aerobics KIN A112 – Body Sculpting ATHL A129 – Fitness for Performance KIN A175 – Adapted Strength & Balance KIN A175 – Adapted Strength Training KIN A174 – Adapted Cardiovascular Fitness KIN A175 – Adapted Aerobic Exercise Individual Sports: | E2 E2 E2 E2 E2 E2 E2 E2 E2 E2 E2 E2 | |
|---|--|---|
| KINA128 – Hatha Yoga – Level 1 KIN A129 – T'ai Chi Chih KIN A147 – Table Tennis KIN A146 – Tennis KIN A146 – Tennis KIN A141 – Surfing & Ocean Safety KIN A156 – Rock Climbing KIN A155 – Bowling KIN A155 – Bowling KIN A153 – Golf KIN A171 – Adapted Individual Sports/Bowling KIN A228 – Hatha Yoga – Level 2 Team Sports: | E2 E2 E2 E2 E2 E2 E2 E2 E2 E2 E2 | |
| KIN A145 – Badminton KIN A151 – Futsal/Indoor Soccer KIN A150 – Basketball KIN A152 – Soccer KINA154 – Volleyball <u>List A Required (Select two): 6-10 units</u> MATH A160 – Introduction to Statistics MATH A160H – Introduction to Statistics Honors PSYC A160 – Statistics for Behavioral Sciences BIOL A125 – Human Biology | E2 E2 E2 E2 E2 B4 B4 B4 B4 B2 | TOSU |
| CHEM A110 – Introduction to Chemistry CHEM A180 – General Chemistry A PHYS A120 – Algebra-Based Physics: Mechanics PHYS A185 – Calculus-Based Physics: Mechanics HLED A112 – First Aid and CPR | B1 B1 B1 E2 | TCSU CHEM 210 CHEM 110 PHYS 105 PHYS 205 KIN 101 |

TOTAL MAJOR UNITS:20-24CSU GENERAL EDUCATION BREADTH UNITS:39TOTAL AS-T DEGREE UNITS:60

| Aviation Pilot Training Program - Associate in Science | | |
|--|-----------|-------------------------------|
| Required Courses: | Delete: | Aviation Pilot Training A122 |
| | Add: | Aviation Pilot Training A123 |
| Program Units: | Increase: | From 35.0 units to 39.0 units |

Aviation Pilot Training Program – Instrument Pilot Certificate of Specialization Required Courses: Delete: Aviation Pilot Training A142

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| Program Units: | Decrease: | From 9.0 units to 6.0 units |
|--|--|--|
| <u>Aviation Pilot Trainir</u> Required Courses: | n <u>g Program – Commercial Pilo</u> Add: | et Certificate of Specialization Aviation Pilot Training A146 |
| Program Units: | Increase: | From 9.0 units to 12.0 units |
| Manufacturing Techi Required Courses: | nology Program– Machinist – Delete: | Certificate of Achievement, AS Degree Machine Technology A115 |
| | Add: | Machine Technology A130 |
| Program Units: | Increase: | From 22.0 units to 24.0 units |
| Manufacturing Techr Required Courses: | <u>nology Program– CNC Operat</u> Delete: | <u>or – Certificate of Achievement, AS Degree</u> Machine Technology A130 |
| | Add: | Machine Technology A133 |
| Program Units: | Increase: | From 31.0 units to 32.0 units |

5. Curriculum Approval

| Subject | 5.01 DIS - Curriculum Approval |
|----------|--------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 5. Curriculum Approval |
| Access | Public |
| Туре | Consent |
| | |

Approval of New Courses

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Approval of Programs/Options/Revisions/Retirements/Reinstatements

File Attachments Curriculum.docx (52 KB)

6. Authorization for Student Trips

| Subject | 6.01 GWC - Student Trips |
|----------|------------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 6. Authorization for Student Trips |
| Access | Public |
| Туре | Consent |

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

Movie Matinee for International Students and International Students Club members Location: Century/Cinemark Movie Theater at Bella Terra – Huntington Beach Date(s): March 9, 2012 Department: International Student Program Cost/purpose/funding source: \$180 for Movie Tickets from Int'l Student Program funds.

Student Senate for California Community Colleges General Assembly Location: Ontario, CA Date(s): April 27-29, 2012 Department: Student Activities Cost/purpose/funding source: \$2,500 for registration, food and lodging from Associated Student leadership funds.

Television TV Taping Club Fundraiser Location: Sony Studios, Culver City, California Date(s): April 2, 2012 and May 4, 2012 Department: Student Activities Cost/purpose/funding source: No cost to the campus

District Student Council Lobby Day Location: Sacramento, CA Date(s): March 20, 2012 Department: Student Activities Cost/purpose/funding source: \$1,000 for airfare, ground transportation, meals, parking and misc expenses from ASGWC funds.

California State University Long Beach Public Hearing Location: Coast College Community District Office Date(s): February 24, 2012 Department: Student Activities Cost/purpose/funding source: No cost to the Campus (The justification for late submittal is due to the CCCD Board President asking the GWC President on 2/21 to arrange transportation and encourage our students to attend this event.)

Golden West College Baseball Overnight Trips Location: Henderson NV, Bakersfield, Visalia, Bakersfield Date(s):11/4-11/5/11, 2/3-2/5/12, 2/10-2/12/12, 5/18-5/20/12

Department: Athletics/Physical Education

Cost/purpose/funding source: Not to exceed \$7,000 for hotel costs and meals from Baseball Trust Fund (Revision is to increase funding from \$4,000 to \$7,000. Prior Board Action: 11/2/11)

Subject6.02 OCC - Student TripsMeetingMar 7, 2012 - Regular MeetingCategory6. Authorization for Student TripsAccessPublicTypeConsent

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.

Honors Transfer Council of California Student Research Conference

Department: OCC Honors Program

Date: March 31, 2012

Location: Irvine, CA

Cost/Purpose/Funding: Total amount of \$2,000 for registration, parking, conference poster reproduction, supplies, and miscellaneous expenses for up to 50 student presenters, volunteers and attendees. To be paid from ASOCC/Honors Program funds

Transportation: Personal vehicles

Western Regional Honors Council Conference

Department: OCC Honors Program

Date: April 12-14, 2012

Location: Albuquerque, NM

Cost/Purpose/Funding: Total amount of \$10,000 for registration, lodging, airfare, ground transportation, meals, gratuities, conference poster reproduction, supplies, equipment rentals, and other permitted expenses for up to 8 student presenters. To be paid from ASOCC/Honors Program funds **Transportation**: Personal vehicles and commercial airlines

American College Dance Festival

Department: Visual and Performing Arts Location: Dominguez Hills, CA Dates: March 23-26, 2012 Cost/Purpose/Funding: Total amount \$5,000 for registration, meals, parking, supplies and miscellaneous expenses; to be paid from ASOCC and ancillary funds. Transportation: District Vehicles and Private vehicles

Hospitality, Travel & Tourism Trip To London. England

Department: Consumer Health Sciences School of Hospitality, Travel and Tourism Location: London, England Date: March 10 - 17, 2012 Cost/Purpose/Funding Source: Total amount of \$6,000. Fees to be paid by ASOCC and OCC Foundation. Transportation: District Vehicles, Private Vehicles and commercial airlines

Bay Honors Consortium Honors Research Symposium

Department: OCC Honors Program Location: Berkeley, CA Date: April 28, 2012 Cost/Purpose/Funding: Total amount of \$5,000 for registration, airfare, ground transportation, meals, lodging, and miscellaneous expenses for up to 12 student presenters and one advisor. To be paid from

ASOCC/Honors Program funds Transportation: Commercial Airlines and personal vehicles

Alpha Gamma Sigma State Convention

Department: OCC Honors Program Location: San Jose, CA Date: April 20-22, 2012

Cost/Purpose/Funding: Total amount of \$4,000 for registration, lodging, airfare, ground transportation, meals, gratuities, and other permitted expenses for up to 4 student attendees and an advisor. To be paid from ASOCC/Honors Program funds

Transportation: Personal vehicles and Commercial Airlines

| Subject | 6.03 CCC - Student Trips |
|----------|------------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 6. Authorization for Student Trips |
| Access | Public |
| Туре | Consent |

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

Conference/Activity: Orange County Museum of Art Location: Newport Beach Dates: March 11, 2012 and April 3, 2012 Department: Art Transportation: Personal vehicles

Conference/Activity: Tanaka Farm Location: Irvine Dates: March 20, 21, 22, and 23, 2012 Department: Psychology/Parent Education Transportation: District transportation

Conference/Activity: Newport Pavilion Location: Newport Beach Dates: March 24, 2012 Department: Art Transportation: Personal vehicles

Conference/Activity: Sherman Library and Gardens Location: Corona Del Mar Dates: April 28, 2012 Department: Art Transportation: Personal vehicles

Conference/Activity: Tour of Los Angeles Zoo Location: Los Angeles Date: April 20, 2012 Department: Student Activity Club field trip supported by CCC Associated Student Government Cost/Purpose/funding source: \$450; ASG funds Transportation: District transportation

Conference/Activity: Lobby Day Location: Sacramento Dates: March 20, 2012 Department: Student Services/Associated Student Government Cost/purpose/funding source: \$1,200. To advocate on behalf of Coastline students with legislators at the State Capitol/ASG funds. Transportation: Air/local transportation

7. Authorization for Special Projects

| Subject | 7.01 GWC - Special Projects |
|----------|---------------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 7. Authorization for Special Projects |
| Access | Public |
| Туре | Consent |

Emergency Preparedness Vendor Fair at Golden West College Date(s): March 14, 2012 Department: Emergency Preparedness Purpose: To provide staff the opportunities to purchase and bring up-to-date their personal and office emergency preparedness kits Cost/purpose/funding source: \$100 for supplies and refreshments from General Funds.

GWC Theater 2012-2013 Productions Date(s): March 15 – 24, 2013

Department: Theater

Purpose: GWC Theater presents "Moby Dick"

Cost/purpose/funding source: \$12,500 for royalties, scenery, costume, sound and lighting supplies, advertising, printing and mailing, production personnel and refreshment costs to be covered by admission fees (\$12 for general;\$10 ASB/GWC, seniors and children under 12) from District Theater, Theater Trust, and ASB funds.

GWC Theater 2012-2013 Productions Date(s): October 12 – 21, 2012 Department: Theater Purpose: GWC Theater presents "12 Angry Men" Cost/purpose/funding source: \$12,500 for royalties, scenery, costume, sound and lighting supplies, advertising, printing and mailing, production personnel and refreshment costs to be covered by admission fees (\$12 for general;\$10 ASB/GWC, seniors and children under 12) from District Theater, Theater Trust, and

ASB funds.

GWC Theater 2012-2013 Productions Date(s): November 9 – 18, 2012 Department: Theater Purpose: GWC Theater presents "Inspecting Carol" Cost/purpose/funding source: \$12,500 for royalties, scenery, costume, sound and lighting supplies,

advertising, printing and mailing, production personnel and refreshment costs to be covered by admission -fees (\$12 for general;\$10 ASB/GWC, seniors and children under 12) from District Theater, Theater Trust, and ASB funds.

GWC Theater 2012-2013 Productions Date(s): February 8 – 10, 2013 Department: Theater Purpose: GWC Theater presents Love Letters Cost/purpose/funding source: \$500 for royalties, scenery, costume, sound and lighting supplies, advertising, printing and mailing, production personnel and refreshment costs to be covered by admission fees (\$7 for general;\$5 ASB/GWC, seniors and children under 12) from District Theater, Theater Trust, and ASB funds.

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International Students Club (ISC) acknowledgement of perfect ICC attendance - fall 2011 Date(s): March 9, 2012 Department: International Students Club Purpose: To purchase two AMC movie tickets for ISC ICC representative Cost/purpose/funding: \$15 for 2 AMC Movie Tickets from Follet Bookstore from International Students Club funds.

School of Nursing Pinning Ceremony /Activities Date(s): May 21 – May 25, 2012 Department: School of Nursing Purpose: Student activities and fundraisers for Nursing Pinning Ceremony Cost/purpose/funding source: \$1,500 for food, decorations, vendors, and additional supplies from Foundation account funds.

End of Semester Senate Party

Date(s): December 16, 2011

Department: Student Activities

Purpose: Recognition and celebration for the Student Senators in the Associate Students

Cost/purpose/funding source: \$500 for gift cards from Council Honorariums funds.

(The justification for late submittal is student activities was not aware that board approval was required when gift cards are given.)

Student American Institute of Floral Designers (AIFD) Artist in Residence Program

Date(s): October 23, 2011

Department: Floral Design

Purpose: Provide additional educational opportunities to the Floral Design students and bring awareness public regarding the Golden West College Floral Design Program

Cost/purpose/funding source: \$700 for presenter, to include \$175 for lodging, and supplies from Floral Design Trust Accounts, Floral Design Club Account, and Floral Design Foundation funds.

(The justification for late submittal is due to the change as to which department was doing submittals for Floral Design causing the board submittal for the event to get overlooked)

College Preview Day

Date(s): March 7, 2012

Department: Special Events/Administrative Services

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

Cost/purpose/funding source: \$20,000 for transportation; food; entertainment; publications; giveaways purchased from college funds and through donations received from outside vendors, to include gift cards; rental equipment; speakers; decorations and other items needed from General Fund, Associated Students and Financial Aid funds.

(Revision to add gift cards and additional giveaways due to the unexpected influx of outside donations. Previous Board Action: 12/14/11)

ASGWC and Club Spring Events 2012

Date(s): January 27, 2012 – May 28, 2012

Department: Student Activities

Purpose: Golden West College Associated Students and all officially registered Golden West College clubs in good standing are approved to sponsor a variety of activities and entertainment, including but not limited to community service, musicians, speakers, food, bake sales, fundraisers, drives, and demonstrations throughout the Spring 2012 semester. Performances and activities will take place at pre-approved locations

throughout Golden West College campus. The Student Activities Coordinator through the Student Activities Office will approve all special events. If necessary, the sponsoring program will pay all expenses and an advisor or designated staff will be present at all times.

Cost/purpose/funding source: \$20,000 for various expenses from Associated Students and Club Accounts. (Revision to change the start date from January 30, 2012 to January 27, 2012 to cover Region 8 Meeting on January 27, 2012. Previous Board Action: 12/14/11)

| Subject | 7.02 OCC - Special Projects |
|----------|---------------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 7. Authorization for Special Projects |
| Access | Public |
| Туре | Consent |

California Community College Student Financial Aid Administrators Association (CCCSFAAA) Region 7 & 8 Meeting

Date: March 23, 2012 Department: Financial Aid

Purpose: Local Financial Aid Administrators to meet to discuss changes from the Federal and State affecting the Community College sectors.

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

Annual Month of Photography Los Angeles (MOPLA) at OCC featuring Rick Steadry and Philipp Rittermann

Date: April 7 - 21, 2012

Department: Visual and Performing Arts/Photography

Purpose: Annual free public photographic lecture and exhibitions; food and drinks will be served at reception; student and community outreach

Cost/Funding Total: Cost \$6,500 to be paid from ancillary, ASOCC, OCC Foundation, and Frank M. Doyle Arts Pavilion co-curricular funds.

Photography Exhibit featuring guest artists Yasuko Bush and Mihoko Yamagata

Date: March 12 - April 23, 2012 Department: Visual and Performing Arts/ Photography

Purpose: Student and Community Outreach; light refreshments to be served at reception, to take place in Art Center Photo Gallery and Fine Arts Photo Gallery

Cost/Funding Total: Costs of \$1,000 to be paid from ancillary and ASOCC funds.

Co-Sponsorship of Chaine Jeunes Chef Competition 2012

Date: Saturday, April 21, 2012

Department: Instructional Food Service/Culinary Arts

Purpose: To fund scholarships for students in the Culinary Arts Program. The Orange Coast College Culinary Department and Instructional Food Service Operation is seeking approval to allow a supporting professional organization, the "Chaine des Rotisseurs" to conduct the Chaine Jeunes Chef Competition 2012 and Scholarship Fundraiser.

Cost/Purpose/Funding Source: No cost to college

International and Multicultural Awareness Day

Dates: April 19, 2012.

Department: International Multicultural Committee, Staff Development, and ASOCC

Purpose: to foster inter-cultural understanding and global awareness through a panel discussion on "The Value of Cultural Understanding in a Global World.

Cost/Purpose/Funding Source: Total amount of \$2,000 to be paid from funds from the Staff Development Diversity Fund. Expenses include refreshments.

Photo Swap Meet

Date: March 10, 2012

Department: Foundation and Photography Department **Purpose:** To raise funds for the Photography program **Cost/Purpose/Funding:** No cost to the campus

Santa Ana City Track Meet

Date: Sundays - March 24, 2012

Department: OCC Physical Education & Athletics

Purpose: OCC track & field to co-sponsor the Santa Ana City Track Meet on the OCC Track. The event will bring potential track & field recruits onto the OCC campus and it will also promote the campus, its facilities, and the track & field program.

Cost/Purpose/Funding Source: No cost to the college and no revenue is expected to be generated.

West Coast Kicking Academy

Date: Sundays March 18, April 1,15, 29, May 13, 27, June 10, 24, July 8, 22, August 5,19, September 2, 6, 30, October 14, 28, November 4,11, 2012

Department: OCC Physical Education & Athletics

Purpose: The OCC football coaches, full-time and part-time faculty to host the West Coast Kicking Academy at OCC in order to work with OCC punters, kickers, and potential recruits. It will also promote the OCC campus, its facilities, and the football program.

Cost/Purpose/Funding Source: No cost to the college and no revenue is expected to be generated.

Orange Coast College International Center to renew Blue Cross medical insurance coverage for all international students through Ascension Benefits and Insurance Solutions (previously known as Renaissance Insurance Agency, Inc.) at the rate of \$1,074 per year payable by the student, at no cost to the college. This rate includes an administration fee of \$4 per month.

REVISION TO PREVIOUS BOARD ACTION

Co-sponsorship of district feeder high school soccer, tennis, swimming & diving, water polo, baseball, softball, track, *Revised to add volleyball, and basketball* events on the OCC campus during the 2011-2012 year.

Date: 2011-2012 academic year

Department: OCC Physical Education & Athletics

Purpose: The purpose is to increase awareness of the OCC campus and its facilities, which will help with recruiting.

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

Original Board Approval: June 15, 2011

| Subject | 7.03 CCC - Special Projects |
|----------|---------------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 7. Authorization for Special Projects |
| Access | Public |
| Туре | Consent |

Acceleration in Context (AIC) Workshop

Date: March 16, 2012, 9:00 a.m. – 4:00 p.m. Location: Le-Jao Center Purpose: To discuss the strategies of accelerated teaching for CCC's, GWC's, and OCC's Student Success Coordinators, English, ESL, and Math Faculty and Department Chairs. Cost/Purpose: \$2,500/Materials and Refreshments Funding Source: Contract Education College Support ancillary funds

Student Dance Recital

Date: May 27, 2012, 4:00 p.m. – 5:00 p.m.

Location: Robert B. Moore Theater, Orange Coast College

Department: Dance

Purpose: Perform dances and choreography learned throughout the school year.

Cost/Purpose: \$250/Materials (A donation of \$5 will be requested at the door.)

Funding Source: General fund

Computer Training for Seniors conducted by Buoi Chu Van An (BCVA) Alumni Association of Southern California.

Dates: March 10, 24; April 14, 21, and May 12, 2012 from 9:00 a.m. - noon and May 26, 2012 from 9:00 a.m. - 5:00 p.m.

Location: Le-Jao Center, Rooms 213, 215, and 201.

Department: Marketing, PR, and Governmental Affairs

Purpose: Community event. Classes are open to the public and there is no fee to attend.

Cost/purpose/funding source: Cost for staffing is \$800 to be paid by BCVA. In-kind cost to college equals \$1,025 in rental value of classroom space donated at no charge to the organizing group.

Bronze Sponsorship for the Commissioning of the Warship USCG Stratton Date: March 31, 2012 Location: Alameda, CA

Department: Military/Contract Education

Purpose: Support and Recognition/Sponsorship

Cost/Purpose: \$1,000/Sponsorship

Funding Source: Contract Education ancillary funds

Career and Technical Education Discipline Advisory Committee Meetings Date: Various dates between March 8, 2012 and June 30, 2012 Location: Various locations Department: Office of Instruction Purpose: Development, implementation and revision of certificate programs. Cost/purpose/funding source: No cost to the District

Town Hall Meeting with Ambassador to Vietnam, David Shear Dates: 3/6/12 from 6:00 pm – 9:30 pm

Location: Garden Grove Center, Room 122

Department: Marketing, PR, and Governmental Affairs

Purpose: Co-sponsored with Congresswoman Loretta Sanchez, in a joint effort with Congressmen Ed Royce and Dana Rohrabacher, for a community town hall meeting to discuss the conditions of Vietnamese Americans in Orange County and the world.

Cost/purpose/funding source: No cost. \$100/ in-kind contribution from Coastline (leasing value of facility space).

(Administrative approval granted on 2/23/12. Request received on 2/21/12 and event was held prior to the March 7, 2012, Board meeting.)

8. Authorization to Apply for Funded Programs

| Subject | 8.01 DIS - Authorization to Apply for Funded Programs |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 8. Authorization to Apply for Funded Programs |
| Access | Public |
| Туре | Consent |
| | |

Authorization to Apply for Funded Programs

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

Orange Coast College has received funding for the Career Ladders Project/Community College Pathways for Foster Youth (CCP) Program grant titled **"Mapping Another Progressive Student (MAPS)"**. the Career Ladders Project, as the coordinating partner for the Community College Pathways for Foster Youth (CCP) provides direct support in the form of technical assistance and professional development, working with Orange Coast College and eleven other colleges individually and collectively to expand and deepen our work with former foster youth. CCP is supported by the Walter S. Johnson Foundation, the Stuart Foundation, and the William and Flora Hewlett Foundation.

Fiscal Impact: Orange Coast College will receive \$25,000. Funding dates will be November 1, 2011 through September 30, 2012. No matching funds are required.

9. Authorization to Enter Into Standard Telecourse Agreements

| Subject | 9.01 CCC - Authorization to Enter Into Standard Telecourse Agreements |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 9. Authorization to Enter Into Standard Telecourse Agreements |
| Access | Public |
| Туре | 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.

ASTRONOMY: OBSERVATIONS AND THEORIES State Board for Community and Technical Colleges (WA) Term of Agreement: January 1, 2012 – April 5, 2012

CHILD DEVELOPMENT: STEPPING STONES Colorado Mountain College (CO) Term of Agreement: January 23, 2012 – May 4, 2012

TRANSITIONS THROUGHOUT THE LIFE SPAN State Board for Community and Technical Colleges (WA) Term of Agreement: January 1, 2012 – April 5, 2012

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.

Authorization to Enter Standard Amendment to Standard Telecourse Agreements (Prior Board Approval 1/18/12)

City Colleges of Chicago (IL)

File Attachments Telecourses.pdf (104 KB)

10. Approval of Clinical Contracts

| Subject | 10.01 OCC - Clinical Contracts |
|----------|------------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 10. Approval of Clinical Contracts |
| Access | Public |
| | |

Туре

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

<u>NEW</u>

Dr. Ho Quoc Tuan, M.D. Westminster, Ca Term: March 8, 2012 - March 30, 2017 Compensation: None

Torrance Memorial Medical Center Torrance, Ca Term: March 8, 2012 to April 1, 2015 Compensation: None (See Attachment #3) Standard Clinical Affiliation Agreement

Non-Standard Clinical Affiliation Agreement

Global Dental Group-Mural Atli, DDS Mission Viejo, CA Term: March 8, 2012 to March 30, 2017 Compensation: None

Standard Clinical Affiliation Agreement

RENEW-ADDING TWO PROGRAMS

Non-Standard Clinical Affiliation Agreement

St. Joseph Hospital of Orange Orange, Ca Term: March 8, 2012 to February 13, 2015 Compensation: None (See Attachment #4)

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

File Attachments

Torrance Memorial Med Ctr Agreement 2012.pdf (185 KB)

St Joseph Agreement FINAL 2012-02-29.docx (33 KB)

| Subject | 10.02 GWC - Clinical Contracts |
|----------|------------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 10. Approval of Clinical Contracts |
| Access | Public |
| Туре | Discussion |

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

Non-Standard Clinical Affiliation Agreement

RENEWAL

County of Orange Health Care Agency Orange, California March 27, 2012 – March 26, 2016 Compensation – None (See Attachment #5)

File Attachments

OCHCA.pdf (734 KB)

11. Approval of Standard Agreements

| Subject | 11.01 OCC - Standard Agreements |
|----------|-------------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 11. Approval of Standard Agreements |
| Access | Public |
| Туре | Consent |
| | |

Authorization to Enter Into a Standard Agreement for Contracted Educational Services between the Coast Community College District (Orange Coast College) and the United States Marine Corp/Fort Pendleton for the Purpose of Offering Instruction in Residential Electrical (CNST A275)

Goal/Purpose: to offer instruction in Residential Electrical as request by USMC

Recommendation Statement: After review by the College President and the Vice President of Administrative Services, it is recommended that authorization be given to enter into an Agreement for Contracted Educational Services agreement between the Coast Community College District (Orange Coast College) and the USMC for the purpose of offering instruction in Residential Electrical as requested by the company from February 22, 2012 through March 20, 2012.

Fiscal Impact: OCC to receive \$21,218.for this contract. Net proceeds will go to the OCC/USMC account after direct costs of the program

Authorization to Enter Into a Standard Agreement for Contracted Educational Services between the Coast Community College District (Orange Coast College) and the United States Marine Corp/Fort Pendleton for the Purpose of Offering Instruction in Residential Electrical (CNST A275)

Goal/Purpose: to offer instruction in Residential Electrical as request by USMC

Recommendation Statement: After review by the College President and the Vice President of Administrative Services, it is recommended that authorization be given to enter into an Agreement for Contracted Educational Services agreement between the Coast Community College District (Orange Coast College) and the USMC for the purpose of offering instruction in Residential Electrical as requested by the company from April 11, 2012 through May 8, 2012.

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

Authorization to Enter Into a Standard Agreement for Contracted Educational Services between the Coast Community College District (Orange Coast College) and the United States Marine Corp/Fort Pendleton for the Purpose of Offering Instruction in Residential Electrical (CNST A275)

Goal/Purpose: to offer instruction in Residential Electrical as request by USMC

Recommendation Statement: After review by the College President and the Vice President of Administrative Services, it is recommended that authorization be given to enter into an Agreement for Contracted Educational Services agreement between the Coast Community College District (Orange Coast College) and the USMC for the purpose of offering instruction in Residential Electrical as requested by the

company from May 30, 2012 through June 26, 2012.

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

| Subject | 11.02 DIS - Standard Agreements |
|----------|-------------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 11. Approval of Standard Agreements |
| Access | Public |
| Туре | Consent |

Approve Standard Professional Services Agreement between Total Compensation Systems, Inc. and the Coast Community College District to Provide Government Accounting Standards Board, GASB 45, Actuarial Valuation Services

1. Background:

GASB 45 requires California Community College Districts to provide actuarial valuation services for health benefits provided to eligible retired employees of the District. Compliance with GASB 45 requires bi-annual completion of an actuarial valuation of the District's retiree health benefits to determine the liability and accrual expense for these benefits.

2. Goal/Purpose:

- to determine District retiree health benefit liability in accordance with GASB 45.
- to determine annual required contributions in order to fund liability.
- to provide information for financial disclosures required in annual audited financial statements.

3. Comments

The Audit Committee and the Vice Chancellor of Finance and Administrative Services have elected to employ the service of a qualified and League approved actuary to provide valuation services to the District in order to provide assurance regarding the District's current retiree health liability.

4. Recommendation Statement

After review by the Vice Chancellor of Finance and Administrative Services and the Board Audit Committee, it is recommended by the Chancellor that the Board approve the Agreement between Total Compensation Systems, Inc. and Coast Community College District to provide actuarial valuation services as required under GASB 45. The term of this agreement is from March 8, 2012 to June 30, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

5. Fiscal Review & Impact

\$8,300 to be paid from General Funds. Any on-site meetings required will be an additional \$1,600 to cover travel and meeting preparation expenses.

| Subject | 11.03 CCC – Standard Agreement (Scope of Work) |
|----------|--|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 11. Approval of Standard Agreements |
| Access | Public |
| Туре | Consent |

Approve District Standard Scope of Work #2012-62 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services

After review by the College President, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2012-62 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for development of a training workshop, IIF for Front-Line Supervisors. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$16,250 income from Chevron Products Company payable upon completion of project deliverables based on five stages of completion.

Approve District Standard Scope of Work #2012-63 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services

After review by the College President, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2012-63 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for development of a workshop, Hand Tools II for Pipe Fitters. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$25,000 income from Chevron Products Company payable upon completion of project deliverables based on five stages of completion.

12. Authorization for Purchase of Institutional Memberships

| Subject | 12.01 DIS - Institutional Membership |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 12. Authorization for Purchase of Institutional Memberships |
| Access | Public |
| Туре | Consent |

RENEWAL

Name and Acronym: American Association for Women in Community Colleges (AAWCC) Term of Membership: April 2012 – April 2013

Cost: \$450.00

Purpose: Membership in this organization provides an opportunity to foster relationships and professional growth for women in the community college environment.

| Subject | 12.02 OCC - Institutional Memberships |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 12. Authorization for Purchase of Institutional Memberships |
| Access | Public |
| Туре | Consent |
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NEW

Name and Acronym: Trash for Teaching (T4T) Term of Membership: January - December 2012 Cost: \$100

Purpose: Membership allows Early Childhood Lab School teachers to utilize and reuse recycled materials. The institution also educates teachers, students and children on the importance of using recycled materials.

RENEWAL

Name and Acronym: American Association for State and Local History (AASLH) Term of Membership: 2012-2013

Cost: \$115

Purpose: Membership provides leadership and support for its members who preserve and interpret state and local history in order to make the past more meaningful to all American's. AASLH membership provides the ARchives Department with discounts on PastPerfect Museum Software and the related database

Subject12.03 CCC - Institutional MembershipsMeetingMar 7, 2012 - Regular MeetingCategory12. Authorization for Purchase of Institutional MembershipsAccessPublicTypeConsent

RENEWAL

Name and Acronym: American Bar Association (ABA) Term of Membership: January 1, 2012 – December 31, 2012 (billed annually in February) Cost: \$1,250 Purpose: Annual fee due for ABA-approved Paralegal Studies Program.

| Subject | 12.04 GWC - Institutional Memberships |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 12. Authorization for Purchase of Institutional Memberships |
| Access | Public |
| Туре | Consent |

NEW

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Name and Acronym: American Student Government Association (ASGA) Term of Membership: March 8, 2012 – March 8, 2013 Cost: \$199

Purpose: Benefits the Student Council through Conferences, Workshops, and Literature.

13. Authorization for Off-Campus Assignments

| Subject | 13.01 CCC - Off-Campus Assignments |
|----------|--|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 13. Authorization for Off-Campus Assignments |
| Access | Public |
| Туре | Consent |

It is requested that the following off-campus assignment be approved, to serve without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Name: Groot, Joycelyn Title: Dean, Military/Contract Education Programs Organization: Council of College and Military Educators (CCME) Assignment: Board President Term: March 1, 2012 — February 28, 2013

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14. Authorization for Sailing Program

| Subject | 14.01 OCC - Sailing Program |
|----------|---------------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 14. Authorization for Sailing Program |
| Access | Public |
| Туре | Consent |

The following non-credit classes will be offered by the Marine Programs Office during the period of March 8, 2012- June 30, 2013. 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

Professional Expert: Roscoe Fowler

Professional Services:

1. To perform specialized marine maintenance, paint preparation and fiberglass repair on sailing center boats and docks, as well as miscellaneous donations to the program.

2. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the OCC School of Sailing & Seamanship.

Schedule: To be determined based on program needs.

Rate: \$17.50/hr

Funding Source: To be paid an amount not to exceed \$15,000 from Sailing Center Funds. Schedule: To be determined based on program needs.

SPECIAL EVENTS

OCC Women's Crew BBQ with incoming recruits Location: OCC Boathouse Date: April 6, 2012 Department: PE/Athletics Cost/Purpose/Funding Source: \$200 for food from ancillary acct #5304

REVISION TO PREVIOUS BOARD ACTION

PROFESSIONAL EXPERTS

Employee: Mitchel Newton Allison Professional Services: 1. 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: \$15.00/hr Revised Funding Source: To be paid an amount not to exceed \$12,000 from Sailing Center Funds. Contract Dates: Work to be performed between Feb 2, 2012 and June 30, 2012. (prior approval Feb 1, 2012)

15. Personnel Items

| Subject | 15.01 District |
|----------|-------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 15. Personnel Items |
| Access | Public |
| Туре | Discussion |

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

- b. Authorization for Leaves of Absence
- c .Authorization for Professional Experts
- d. Authorization for Monthly Travel Allowance

File Attachments

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Open.pdf (18 KB)

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

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

<u>Classified</u>

Revision to revise Resignation date

| <u>Name</u> | LOC | <u>Title</u> | Action | Effective Date |
|----------------|-----|----------------------|--------|----------------|
| Ikuta, Elliot | 000 | Research Analyst, SR | Resign | 06/01/12* |
| *from 03/30/12 | | | | |

b. Authorization for Leaves of Absence

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

Classified

<u>Jesch, I-Ying C.</u>, DIST, Payroll Analyst, LOA/wop, under the Family and Medical Leave Act of 1993, for the period 02/21/12 to 12/30/12, not to exceed the equivalent of 12 weeks in a 12 month period, to be taken intermittently.

c. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

<u>Comer, Louise B.</u>, CCC, to assist with accounting and fiscal services at Coastline College, for the period 03/12/12 to 06/30/12, to be paid by timecard at \$10.00 per unit, 208 units per week for 15 weeks, compensation to be \$31,200.00, funding source is Ancillary Funded Project.

<u>Johnson, Daniel R.</u>, GWC, to lead the GWC Summer Swim Lessons, for the period 03/12/12 to 09/07/12, to be paid at \$10.00 per unit, 57.692 units per week for 26 weeks, compensation to be \$15,000.00, funding source is Summer Swim Trust Fund.

<u>Parsons, Jason W.</u>, CCC, to produce and administer codes for online applications under development for Instructional Systems Development department, for the period 03/10/12 to 06/30/12, to be paid by timecard at \$10.00 per unit, 87.5 units per week for 16 weeks, compensation to be \$14,000.00, funding source is General Fund.

<u>Pugliese. William F.</u>, OCC, to provide instruction for USMC Electrical Class, for the period 02/22/12 to 03/20/12, to be paid by timecard at \$100.00 per unit, 22.05 units per week for 5 weeks, compensation to be \$11,025.00, funding source is General Funds under USMC Account.

Other Professional Experts

<u>Franco, Patricia</u>, DIST, to facilitate the plan "Congress to Campus," support the Secretary to the Board of Enterprise Corp and help complete its reorganization, support the accreditation policy review project, and support the reorganization of Trustee files project, for the period 03/08/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 6.173 units per week for 16 weeks, compensation to be \$9,877.00, funding source is approximately 90% General Funds and 10% Enterprise Funds.

<u>Maharaj, Peter</u>, CCC, to provide mobile applications and Distance Learning training to CTE instructors, for the period 03/08/12 to 06/30/12, to be paid by timecard at \$10.00 per unit, 9.375 units per week for 16 weeks, compensation to be \$1,500.00, funding source is Categorical Funds.

<u>Nguven. Scott H.</u>, CCC, to provide bilingual assessment services to the City of Costa Mesa, for the period 03/08/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 0.312 units per week for 16 weeks, compensation to be \$500.00, funding source is Ancillary Funded Project.

Revision to Previous Board Action

<u>Basnett</u>, <u>Patrick C.</u>, GWC, to provide production support for GWC New Media Projects, for the period 07/01/11 to 06/30/12, to be paid by timecard at \$10.00 per unit, 62.0 units per week for 50 weeks, increase compensation from \$24,000.00 to \$31,000.00 due to additional priority pre-production and post production activities for GWC Criminal Justice Training Center and CA. P.O.S.T. Media Projects, funding source is NMC Auxilliary.

<u>Molina, David L.</u>, CCC, to provide Audio Visual Production support for Instructional Systems Development department, for the period 08/04/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 0.458 units per week for 48 weeks, increase compensation from \$1,500.00 to \$2,200.00 due to increase in work load, funding source is Instructional Systems Development Ancillary Funds.

<u>Sufas, Jason M.</u>, CCC, to provide Audio Visual Production support for Instructional Systems Development department, for the period 08/04/11 to 06/30/12, to be paid by timecard at \$10.00 per unit, 6.25 units per week for 48 weeks, increase compensation from \$2,000.00 to \$3,000.00 due to increase in work load, funding source is Instructional Systems Development Ancillary Funds.

d. Authorization for Monthly Travel Allowances

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

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Galvan, Efren Dir, Adm Records & Enroliment

\$130 per month

16. Authorization for Independent Contractors

| 16.01 GWC - Independent Contractors |
|---|
| Mar 7, 2012 - Regular Meeting |
| 16. Authorization for Independent Contractors |
| Public |
| Consent |
| |

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

\$10,000 AND OVER

IC Name: Imageworks

Services: Producing/Directing & production of location, studio, and post production for COPLINK #2 & #3 DVD's. Imagewoks is a CA POST approved producer and the producer of Coplink Pilot project #1. Imageworks required by the i2 group which is funding the project.

Payment Schedule/Compensation: Not to exceed \$35,000. At start of project, \$17,500 paid upon submission of invoice for pre production and production stages. The balance NTE \$17,500 paid upon submission of invoice at completion of post production and final approval of programs by GWC Criminal Justice Training Center and i2 Group. Final amount based upon on location costs for video scenario which will be determined during the pre production scripting stage. Amount of Independent Contract determined by cost of Coplink #1 pilot project.

Term of Agreement: March 8, 2012 – September 30, 2012

Source of Funding: Funding provided by i2 group deposited in the GWC Criminal Justice Trust Acct: Dev.& Mgt. Acct.

UNDER \$10,000

IC Name: Polunas, Jeff Services: Sound Technician services for GWC Theater production Payment Schedule/Compensation: \$1,000 to be paid per invoice upon completion Term of Agreement: March 8, 2012 – June 15, 2012 Source of Funding: Theater Income and ASB funds

IC Name: Camburn, Herbert

Services: Design services for GWC Theater Department and Productions Payment Schedule/Compensation: \$1,200 to be paid per invoice upon completion Term of Agreement: March 8, 2012 – June 15, 2012 Source of Funding: Theater Income and ASB funds

IC Name: DeStefano, Linda

Services: Content expert and lecturer for HWI Nursing Specialty Programs Payment Schedule/Compensation: \$500, to be paid \$75/hour x 6 hours Term of Agreement: March 8,2012 – June 30, 2012 Source of Funding: RHORC Trust funds

IC Name: Gidon Adlan, Bob's Shade & Linoleum Services: Installation of window coverings in Nursing Lab Payment Schedule/Compensation: \$7,795.97, to be paid 30% deposit and balance due upon completion Term of Agreement: March 2 – April 27, 2012 Source of Funding: Foundation Account funds

| Subject | 16.02 OCC - Independent Contractors |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 16. Authorization for Independent Contractors |
| Access | Public |
| Туре | Consent |

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

UNDER \$10,000

IC Name: Elizabeth Parker Services: fundraising consulting services for planetarium, athletics and alumni of Orange Coast College and Foundation publications Payment Schedule/Compensation: To be paid \$3,500 per month as invoiced Term of Agreement: March 8 - June 30, 2012 Source of Funding: Foundation Funds

IC Name: Marine Care & Repair Services: To provide Mobile outboard service and repair on OCC Vessels Payment Schedule/Compensation: To be paid at a rate of \$95/hr upon submittal of invoice as work is completed. Contract amount \$2,000 for term of contract. Term of Agreement: March 7, 2012 - June 30, 2013 Source of Funding: To be paid from Foundation or Sailing Center Funds

IC Name: Jennifer Lothrigel Services: Presenter for the SELF DISCOVERY THRU ART class, \$99 plus \$10 materials fee payable to presenter, 12 hours. (P) Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Terms of Agreement: March 8, 2011- June 30, 2012 Source of Funding: Community Education registration fees.

IC Name: Swift Slip Dock and Pier Builders Inc.

Services: To provide services for engineering, permits, labor, materials and equipment to repair and remodel OCC docks.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$9,500 for term of Contract.

Term of Agreement: March 7, 2012 - June 30, 2013

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

IC Name: Mikaelian, Marru Services: To demonstrate Polynesian dance to OCC students and rehearse them for the World Dance performance.

Payment Schedule/Compensation: Total Contract Amount \$1,500

Term of Agreement: March 8 - May 20, 2012

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

IC Name: Rosoff, Jill Services: Watercolor Workshop Payment Schedule/Compensation: Total Contract Amount \$200 Term of Agreement: March 8 - April 30, 2012 Source of Funding: To be paid from ancillary funds

IC Name: Mills, Susan Services: Designing and Costuming of Awesome 80's Prom production Payment Schedule/Compensation: Total Contract Amount \$1,800 Term of Agreement: March 8 - May 31, 2012 Source of Funding: To be paid from ancillary and ASOCC funds

IC Name: RCP Advance Life Support, Jeff Laabs Services: Provide on-site First Aid one day training for Staff in Early Childhood Lab School Payment Schedule/Compensation: One time payment upon receipt of invoice; Total contract amount \$728 for one day. Term of Agreement: 2011-2012 Fiscal Year Source of Funding: Early Childhood Lab School Ancillary Fund

CCCD Agenda 03/07/12

| Subject | 16.03 CCC – Independent Contractors |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 16. Authorization for Independent Contractors |
| Access | Public |
| Туре | Consent |

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

\$10,000 AND OVER

IC Name: Huntington Commercial Publications

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10) SOW #2012-62, IIF for Front-Line Supervisors.

Payment Schedule/Compensation: \$12,000 paid by percentage of completion of project deliverables broken down into five stages of completion.

Term of Agreement: March 8, 2012 – June 30, 2012

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

IC Name: Smemoe, Kristi

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10) SOW #2012-63, Hand Tools II for Pipe Fitters.

Payment Schedule/Compensation: \$14,000 paid by percentage of completion of project deliverables broken down into five stages of completion.

Term of Agreement: March 8, 2012 – June 30, 2012

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

IC Name: Malone, Miranda

Services: Contract Education Military Program outreach and support services on site at military installations. Payment Schedule/Compensation: \$11,424 paid in four increments upon receipt and approval of invoices. Term of Agreement: March 8, 2012 – June 30, 2012 Source of Funding: Contract Education ancillary funds

UNDER \$10,000

IC Name: Gwaltney, Christopher Alan Services: Guest lecturer on artwork for the "Big, Small, Both" exhibit. Payment Schedule/Compensation: One payment of \$100 at the conclusion of lecture and upon receipt of invoice. Term of Agreement: April 6, 2012

Source of Funding: Budgeted, ancillary funds

IC Name: Dewit, Tom

Services: Keynote speaker to conduct Acceleration in Context (AIC) workshop and group breakout sessions for CCC's, GWC's, and OCC's Student Success Coordinators, English, ESL, and Math Faculty and Department Chairs.

Payment Schedule/Compensation: \$3,050

Term of Agreement: March 16, 2012

Source of Funding: Contract Education Ancillary College Support funds/Basic Skills Grant

IC Name: Denise Cusano Instructional Design, Inc.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-62, IIF for Front-Line Supervisors, \$1,000; SOW #2012-63, Hand Tools II for Pipe Fitters, \$6,000.

Payment Schedule/Compensation: \$7,000 paid by percentage of completion of project deliverables broken down into five stages of completion.

Term of Agreement: March 8, 2012 - June 30, 2012

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

REVISIONS TO PREVIOUS BOARD ACTION

UNDER \$10,000

IC Name: Cotellese, Cara L.

Services: To review online Moodle lessons, review online print lessons, and write quizzes for the Online Public Speaking course.

Payment Schedule/Compensation: Six Moodle lessons @ \$192.50/lesson; one online print lesson @ \$192.50; two quizzes @ \$125/quiz for a total revised contract of \$3,952.50 (Revision is to increase assignment and total contract by \$1,597.50. Prior Board Approval: 8/17/11) Term of Agreement: March 8, 2012 – June 30, 2012 Source of Funding: ISD Ancillary funds for Online Public Speaking Course

IC Name: Giorgio, Michael

Services: Recording scripted dialogue for the Online Public Speaking course. Payment Schedule/Compensation: Five dialogues @ \$50/each for a total revised contract of \$500. (Revision is to increase total contract by \$250. Prior Board Approval: 7/20/11) Term of Agreement: March 8, 2012– June 30, 2012 Source of Funding: ISD Ancillary funds for Online Public Speaking Course

IC Name: King, Sandra L.

Services: Review of online lessons for the Online Public Speaking course. Payment Schedule/Compensation: Six lesson reviews @ \$35/lesson for a total revised contract of \$2,310. (Revision is to increase total contract by \$210. Prior Board Approval: 8/17/11) Term of Agreement: March 8, 2012 – June 30, 2012 Source of Funding: ISD Ancillary funds for Online Public Speaking Course

IC Name: Thorson, Andrea

Services: To review online Moodle lessons, review online print lessons, and write quizzes for the Online Public Speaking course.

Payment Schedule/Compensation: Six Moodle lessons @ \$192.50/lesson; two online print lessons @ \$192.50/lesson; five quizzes @ \$125/quiz; for a total revised contract of \$4,520. (Revision is to increase total contract by \$2,165. Prior Board Approval: 8/17/11)

Term of Agreement: March 8, 2012 - June 30, 2012

Source of Funding: ISD Ancillary funds for Online Public Speaking Course

| Subject | 16.04 DIS - Independent Contractors |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 16. Authorization for Independent Contractors |
| Access | Public |
| Туре | |

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

OVER \$10,000

IC Name: Cheryl Dettrick, Resource Development Services

Services: Provide assistance and guidance to Golden West and Orange Coast College in project planning and development, primary grant writing services and proposal preparation for two (2) federal Department of Education Strengthening Institutions grants: (1) one **Title V Hispanic Serving Institution (HSI) Individual** proposal for Golden West College, and (2) one **Title V HSI Cooperative** proposal with Golden West College, lead college and Orange Coast College, partner college. The deadline for submitting Title V HIS grant proposals is March 15, 2012.

Payment Schedule/Compensation: \$5,000 on March 8, 2012; the remainder after the completion and submission of the grant proposals for a total amount of \$42,000 plus reimbursement for agreed upon travel costs. Given the time constraints, if only the Individual grant proposal is submitted, the total amount paid will be \$30,000 plus reimbursement for agreed upon travel costs.

Term of Agreement: February 15, 2012— June 30, 2012 Source of Funding: District general fund

17. Authorization for Staff Development

| Subject | 17.01 GWC - Staff Development |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 17. Authorization for Staff Development |
| Access | Public |
| Туре | Consent |

Blackboard Learn Workshop Date(s): March 9, 2012 Department: Staff Development Purpose: Provide lunch for Faculty/Staff during an all-day Blackboard Learn workshop. Cost/purpose/funding source: \$300 for food and drink (lunch) from Staff Development Foundation funds.

School of Nursing Department Symposium

Date(s): April 27, 2012

Purpose: Faculty training and overview of curriculum revisions, programmatic strategies, and preparation for NLN accreditation visit.

Cost/Purpose/Funding Source: \$700 for food and additional supplies from IPD if available and/or Foundation funds.

18. Approval of Purchase Orders

| Subject | 18.01 DIST - Purchase Orders | |
|----------|---------------------------------|--|
| Meeting | Mar 7, 2012 - Regular Meeting | |
| Category | 18. Approval of Purchase Orders | |
| Access | Public | |
| Туре | Consent | |

Final PO Board List.pdf (14 KB)

| PO NUM | | <u></u> | OBJECT | |
|------------------|---|---------|------------------|-----------|
| P0326458 | | SITE | CODE | AMOUNT |
| FV320400 | Lew Edwards Group | DIS | 5899 | 47,500.00 |
| | Professional services agreement for campaign | | | |
| P0326399 | consulting services. Board Date: 02/08/12 | | | |
| F0320399 | Rancho Santiago Comm College Dist | DIS | 5899 | 25,000.00 |
| | Open PO for shared legal research related to OC | | | |
| P020C40F | Property Tax issue. Board Date: 02/15/12 | | | • |
| P0326425 | Humphreys Half Moon Inn & Suites | CCC | 5899 | 23,635.64 |
| 00000440 | Hotel fees for BESAC conference | | | |
| P0326442 | LRH Consulting | OCC | 5899 | 23,000.00 |
| | IC for coordinator services on CTE Transitions | | | |
| D0000400 | District Grant Project | | | |
| P0326436 | Accuvant | DIS | 6402 | 22,622.11 |
| | Equipment to log and report internet firewall traffic | | | |
| Doocood | District-wide | | | |
| P0326384 | Graphic Edge | DIS | 5899 | 21,500.00 |
| | Open PO to revise & redesign layout of CCCD | | | |
| Doocooo | SMART skills booklet | | | |
| P0326383 | Making Connections | DIS | 589 9 | 20,000.00 |
| | Open PO to revise and re-write content of CCCD | | | |
| Dogooso | SMART skills booklet | | | |
| P0326356 | Dell Higher Education | CCC | 4315 | 19,221.90 |
| D0000470 | Desktop computers for classroom | | | |
| P0326473 | Computerland of Silicon Valley | CCC | 5699 | 18,000.00 |
| Dogoooti | Annual software license renewal | | | |
| P0326371 | Kern Community College Dist | CCC | 5899 | 15,000.00 |
| B 0000405 | Open PO for Business Outreach mini-grant | | | |
| P0326435 | Accuvant | DIS | 5657 | 11,556.11 |
| D0000404 | Computer repair parts for Information Services | | | |
| P0326434 | Runner Technologies Inc | DIS | 5638 | 10,900.00 |
| Dogococi | Software SMA for SunGuard Banner interface | | 4 | |
| P0326361 | OCE' | GWT | 5638 | 10,715.22 |
| | Five year sixty (60) month lease for an OCE' copier | | | |
| D 0000400 | for Campus Reprographics Dept | | | |
| P0326460 | Creative Career Management | CCC | 5112 | 9,400.00 |
| P0326461 | Michael Cooperman | CCC | 5112 | 9,100.00 |
| P0326413 | Axceler | 000 | 5699 | 9,000.00 |
| P0326365 | SSD Technology Partners | CCC | 5638 | 8,561.00 |
| P0326372 | Solano Community College Dist | CCC | 5899 | 8,000.00 |
| P0326462 | Schmidt, Valerie | CCC | 5112 | 7,540.00 |
| P0326431 | Dell Higher Education | CCC | 6402 | 7,191.09 |
| P0326467 | Perret, Joseph | CCC | 5112 | 6,750.00 |
| P0326418 | Odyssey Power Corp | 000 | 5638 | 6,699.85 |
| P0326469 | Weisblat, Irina | CCC | 5112 | 6,450.00 |
| P0326357 | Apple Computer Inc | GWC | 6412 | 6,072.02 |
| P0326471 | Segars, Lance | 000 | 5899 | 6,000.00 |
| P0326364 | Fuller Engineering Inc | GWC | 4312 | 5,000.00 |
| P0326421 | Hilton Orange County/Costa Mesa | DIS | 5850 | 5,000.00 |
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| P0326424 | On-Site LaserMedic Corp | CCC | 4315 | 5,000.00 | |
|----------|--|-------|--------------|----------|------------------|
| P0326464 | Caughlin, Craig | CCC | 5112 | 5,000.00 | _ |
| P0326465 | Jones, Darla | CCC | 5112 | 5,000.00 | (|
| P0326429 | Long Beach Marine Institute | 000 | 5899 | 4,350.00 | $\overline{\ }$ |
| P0326362 | ocdm marketing | DIS | 5831 | 4,339.55 | |
| P0326410 | HostDime.com Inc | DIS | 5899 | 4,015.00 | |
| P0326466 | Linthicum, Steve | CCC | 5112 | 4,000.00 | |
| P0326468 | Schulz, Amy | CCC | 5112 | 4,000.00 | |
| P0326407 | Western Graphics Plus | 000 | 7601 | 3,163.13 | |
| P0326428 | Rhino Electric Supply | OCC | 4312 | 3,145.59 | |
| P0326446 | Carolina Biological Supply | 000 | 4312 | 2,948.04 | |
| P0326454 | SVM LP | CCC | 7601 | 2,606.45 | |
| P0326438 | Xerox Corp | CCC | 5682 | 2,548.44 | |
| P0326443 | SVM LP | CCC | 7601 | 2,522.95 | |
| P0326374 | CAPP:Computerized Assess & Placement Pro | 000 | 5899 | 2,000.00 | |
| P0326359 | Apple Computer Inc | ccc | 6412 | 1,857.92 | |
| P0326369 | Amico Scientific Corp | 000 | 4312 | 1,800.83 | |
| P0326387 | CAPP:Computerized Assess & Placement Pro | 000 | 5638 | 1,800.00 | |
| P0326445 | Follett Higher Education Group Inc #1181 | GWC | 4312 | 1,800.00 | |
| P0326441 | Computerland of Silicon Valley | CCC | 5699 | 1,664.00 | |
| P0326355 | Apple Computer Inc | 000 | 6412 | 1,417.80 | |
| P0326402 | Western Graphics Plus | 000 | 4321 | 1,323.98 | |
| P0326358 | Digital Networks Group Inc | 000 | 4321 6411 | | |
| P0326401 | Pivot Point Int'l Inc | 000 | 4312 | 1,319.43 | |
| P0326400 | Professional Indexes & Files | 000 | 4312 | 1,215.43 | \cap |
| P0326406 | Western Graphics Plus | 000 | | 1,212.19 | (|
| P0326444 | James Stanfield Publishing Co | 000 | 4312 | 1,188.45 | \sim |
| P0326447 | Amico Scientific Corp | 000 | 4312 | 1,100.34 | |
| P0326408 | Barnes & Noble Inc | 000 | 4312 | 1,072.33 | |
| P0326394 | Caltime Metals | 000 | 7605 | 1,071.57 | · |
| P0326363 | Coastal Carbonic | GWC | 4312 | 1,050.00 | |
| P0326393 | Aircraft Spruce & Specialty Co | OCC | 4312 | 1,000.00 | |
| P0326463 | Yellow Sequoia Solutions & Education | | 4312 | 1,000.00 | |
| P0326457 | Xerox Corp | 222 | 5112 | 1,000.00 | |
| P0326403 | • | | 5682 | 985.70 | |
| P0326368 | Follett Higher Education Group Inc #1094 Ward's Natural Science | 000 | 4312 | 982.38 | |
| P0326389 | | 000 | 4312 | 973.95 | |
| | Amer College Health Assn | . 000 | 5306 | 774.10 | |
| P0326397 | Russell Sigler Inc | 000 | 4677 | 750.00 | |
| P0326375 | Volleyball Market | GWC | 4312 | 748.07 | |
| P0326412 | Office Depot | 000 | 4312 | 718.65 | |
| P0326378 | USI Education & Government Sales | 000 | 4312 | 697.02 | |
| P0326373 | Ward's Natural Science | 000 | 6411 | 676.79 | |
| P0326432 | Xerox Corp | 000 | 5638 | 665.88 | |
| P0326474 | Office Depot | GWC | 4312 | 641.50 | |
| P0326430 | Blue Sky Outfitters | 000 | 4312 | 637.38 | |
| P0326437 | City of Costa Mesa | CCC | 5684 | 605.00 | |
| P0326382 | Office Depot | 000 | 4312 | 586.00 | $\left(\right)$ |
| P0326347 | Office Depot | OCC | 4312 | 563.85 | $\overline{\ }$ |
| P0326370 | Ward's Natural Science | 000 | 4312 | 560.06 | |
| | | | | | |

| P0326354 | ACOM Solutions | DIS | 4312 | 513.04 |
|----------|---|-----|------|--------|
| P0326381 | Harland Technology Services | CCC | 5638 | 510.00 |
| P0326366 | Tri-anim Health Services | 000 | 4312 | 504.33 |
| P0326453 | South Coast Supply | DIS | 4312 | 500.00 |
| P0326475 | Office Depot | GWC | 4312 | 500.00 |
| P0326480 | Mayflower Distributing Co Inc | GWC | 4312 | 500.00 |
| P0326352 | | DIS | 4312 | 476.86 |
| P0326451 | Emergency Medical Products Inc | OCC | 4312 | 436.83 |
| P0326478 | | 000 | 4312 | 423.46 |
| P0326414 | OCLC Inc | OCC | 5110 | 383.33 |
| P0326390 | Psychological Assessment Resources Inc | OCC | 4312 | 357.67 |
| P0326391 | | OCC | 5857 | 350.00 |
| P0326433 | Office Depot | OCC | 4312 | 348.23 |
| P0326349 | Office Depot | OCC | 4312 | 343.00 |
| P0326377 | ACTT: Assn of Classroom Teacher Testers | OCC | 4312 | 321.44 |
| P0326420 | Performance Envelope Inc | 000 | 4321 | 318.72 |
| P0326350 | · · · · · · · · · · · · · · · · · · · | 000 | 4312 | 307.69 |
| P0326360 | Office Depot | ÖCC | 4312 | 301.66 |
| P0326386 | Vocational Biographies Inc | 000 | 5306 | 300.00 |
| P0326405 | | OCC | 5306 | 300.00 |
| P0326422 | | DIS | 4312 | 290.60 |
| P0326426 | | 000 | 4312 | 280.00 |
| P0326409 | Sehi Computer Products Inc | 000 | 4312 | 279.30 |
| P0326385 | • | 000 | 4321 | 273.56 |
| P0326380 | • | 000 | 4312 | 263.06 |
| P0326452 | | 000 | 4312 | 261.18 |
| P0326392 | - | 000 | 4312 | 250.00 |
| P0326439 | | 000 | 4312 | 230.00 |
| P0326395 | Chronicle Guidance Publications Inc | 000 | 5699 | 242.44 |
| P0326404 | · · · · · · · · · · · · · | 000 | 4312 | 215.68 |
| P0326376 | Ace Business Machines Inc | GWC | 4312 | 202.40 |
| P0326353 | Office Depot | DIS | 4312 | 188.02 |
| P0326423 | Consolidated Office Systems | DIS | 4312 | 185.84 |
| P0326440 | | DIS | 4312 | |
| P0326448 | | CCC | 4312 | 175.16 |
| P0326417 | | 000 | 4312 | 163.84 |
| P0326411 | Office Depot | 000 | 4312 | 159.75 |
| P0326415 | Ingram Library Services Inc | 000 | | 154.32 |
| P0326398 | Alca Int'l Co Ltd | 000 | 6301 | 151.00 |
| P0326419 | Emergency Medical Products Inc | | 5112 | 150.00 |
| P0326396 | College & Career Press | 000 | 4312 | 140.54 |
| P0326477 | | 000 | 5306 | 140.00 |
| P0326449 | | GWC | 4312 | 136.19 |
| P0326348 | | 222 | 7605 | 129.08 |
| P0326351 | • | 000 | 4312 | 127.22 |
| P0326459 | Office Depot CPP Inc | 000 | 4312 | 114.77 |
| | | GWC | 5699 | 100.00 |
| P0326388 | | 000 | 5306 | 89.00 |
| P0326479 | , | GWC | 4312 | 72.38 |
| P0326427 | JW Pepper & Son Inc | 000 | 4312 | 62.89 |
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| P0326450 | Nolo Press Occidental | 000 | 6301 | 54.28 | |
|----------|--------------------------|------------------|------|--------------|------------|
| P0326416 | Gaylord Bros Inc | 000 | 4312 | 50,66 | _ |
| P0326367 | Tri-anim Health Services | OCC ¹ | 4312 | 47.84 | (|
| P0326455 | Ward's Natural Science | 000 | 4312 | 43.02 | \bigcirc |
| P0326379 | Anthro Corp | 000 | 4312 | 32.74 | |
| P0326476 | Office Depot | GWC | 4321 | 11.41 | |
| | Total | | | \$472,905.12 | |

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

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| Subject | 19.01 District | |
|----------|---------------------------------------|---|
| Meeting | Mar 7, 2012 - Regular Meeting | |
| Category | 19. Ratification / Approval of Checks | |
| Access | Public | • |
| Туре | Consent | |

| NUMBER | NAME OF VENDOR | AMOUNT |
|---------|--|------------|
| 0165649 | UnitedHealthcare of California Medical Premiums | 608,450.50 |
| 0165645 | Kaiser Foundation Health Plan Inc Medical Premiums | 300,672.42 |
| 0165646 | Medco Health Solutions Inc Medical Prescription Claims | 246,582.25 |
| 0165430 | ACSIG Dental / Edge Dental Claims | 192,413.77 |
| 0165641 | Coast Community College Dist Medical Claims | 157,144.89 |
| 0165629 | WestEd Services for SB70 Evaluation Grant | 154,194.62 |
| 0165433 | Coast Community College Dist Medical Claims | 119,274.26 |
| 0165488 | Oracle Corp Renewal of Enterprise software license | 102,892.96 |
| 0165538 | PK Mechanical Systems Inc Bid 1994 Newport Beach Learning Center | 92,824.00 |
| 0165540 | West-Tech Mechanical Inc Bid 1992 Newport Beach Learning Center | 84,843.00 |
| 0165416 | WestEd Services for SB70 Evaluation Grant | 76,230.04 |
| 0165535 | Dennison Electric Inc Bid 1992 Newport Beach Learning Center | 74,500.00 |
| 0165183 | CCCD Student Refunds Student Refunds | 72,790.07 |
| 0165467 | Follett Higher Education Group Inc #1094 Books and supplies for EOPS students | 70,847.23 |
| 0165573 | Follett Higher Education Group Inc #1181 Books for EOPS continuing students | 61,240.88 |
| 0165318 | Reliastar Life Insurance Co Reinsurance premiums | 49,392.19 |
| 0165194 | Constellation NewEnergy Inc Electrical Districtwide | 48,550.38 |
| 0165619 | Systems Technology Associates Inc Hewlett Packard service maintenance agreement | 47,490.00 |
| 0165316 | Reliastar Life Insurance Co Life insurance premiums | 43,092.54 |
| 0165453 | CCCD Student Refunds Student Refunds | 42,371.11 |

| 0165560 | EBSCO Subscription Services | 32,469.29 |
|---------|--|-----------|
| | Library Serials at OCC | , |
| 0165320 | Vision Service Plan | 31,847.71 |
| | CCCD Annual Vision Claims | ,• |
| 0165304 | Xerox Corp | 28,917.95 |
| | OCC Print Shop Supplies | |
| 0165533 | Anderson Charnesky Structural Steel Inc | 28,364.00 |
| | Bid 1992 Newport Beach Learning Center | 20,004.00 |
| 0165311 | Delta Health Systems | 28,179.00 |
| | Medical Administrative Fees | 20,110.00 |
| 0165517 | Trotec Laser Inc | 24,881.75 |
| 0165572 | Follett Higher Education Group Inc #1180 | 24,308.59 |
| 0165563 | Employment Development Dept-EDD | 23,302.21 |
| 0165317 | Reliastar Life Insurance Co | 21,848.47 |
| 0165464 | Elavon | 21,544.03 |
| 0165309 | Anthem Blue Cross | 17,109.73 |
| 0165458 | Commonwealth Annuity | 16,869.16 |
| 0165404 | The Gas Co | 15,490.23 |
| 0165537 | Link-Nilsen Corp | 15,435.00 |
| 0165401 | SunGard Higher Education Inc | 15,120.00 |
| 0165564 | En Pointe Technologies Inc | 13,786.57 |
| 0165525 | Xerox Corp | 13,746.92 |
| 0165380 | OCE' Financial Services Inc | 12,839.87 |
| 0165562 | Education 4 Work | 12,500.00 |
| 0165275 | Southern Calif Edison Co | 12,303.56 |
| 0165516 | Triton Technology Solutions Inc | 11,712.43 |
| 0165459 | Constellation NewEnergy Inc | 10,752.81 |
| 0165632 | Xerox Corp | 10,744.22 |
| 0165628 | Waxie Sanitary Supply | 10,500.84 |
| 0165541 | West-Tech Mechanical Inc | 9,467.00 |
| 0165295 | Victory Custom Athletic Inc | 9,421.51 |
| 0165557 | Dell Higher Education | 9,346.63 |
| 0165622 | The Gas Co | 8,762.63 |
| 0165524 | Xerox Corp | 8,286.20 |
| 0165536 | Dennison Electric Inc | 8,276.00 |
| 0165432 | CCCD Workers Comp Trust Fund | 8,127.00 |
| 0165370 | Mandate Resource Services LLC | 8,000.00 |
| 0165555 | CR & R Inc | 7,066.04 |
| 0165336 | City of Huntington Beach | 6,849.25 |
| 0165449 | Cambridge West Partnership LLC | 6,700.00 |
| 0165348 | Evisions Inc | 6,424.00 |
| 0165343 | Declues Burkett & Thompson LLP | 6,379.39 |
| 0165623 | The Gas Co | 5,979.01 |
| | | 0,010,01 |

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| 0165327 | Barboza & Associates | 5,336.50 |
|---------|--|----------|
| 0165595 | OCC Ancillary#1000-24750-8070 | 5,100.00 |
| 0165450 | Carolina Biological Supply | 4,980.53 |
| 0165539 | Superior Wall Systems Inc | 4,500.00 |
| 0165443 | Automotive Video Inc | 4,374.30 |
| 0165418 | Xerox Corp | 4,298.95 |
| 0165621 | Terremark North America Inc | 4,235.00 |
| 0165569 | Fairbank Maslin Maullin Metz & Associates In | 4,092.00 |
| 0165474 | HRMS Inc | 4,000.00 |
| 0165451 | 000 | 3,923.60 |
| 0165374 | MS Rouse Co | 3,870.00 |
| 0165598 | ocdm marketing | 3,744.11 |
| 0165313 | First Colony Life Insurance Co | 3,586.84 |
| 0165452 | CCC Contract Education | 3,584.53 |
| 0165383 | Pinnacle Promotions Inc | 3,403.17 |
| 0165271 | Sea Clear Pools Inc | 3,400.00 |
| 0165534 | Anderson Charnesky Structural Steel Inc | 3,152.00 |
| 0165437 | Advanced Web Offset Inc | 3,119.36 |
| 0165599 | OCE' | 3,108.64 |
| 0165542 | 1elimited | 2,912.00 |
| 0165608 | Rancho Santiago Comm College Dist | 2,847.60 |
| 0165493 | Pitney Bowes Inc | 2,751.00 |
| 0165586 | iRise | 2,749.00 |
| 0165326 | Baker & Taylor | 2,668.33 |
| 0165172 | B & P Services Inc | 2,657.16 |
| 0165301 | David Whyte | 2,622.00 |
| 0165615 | Southern Calif Edison Co | 2,520.06 |
| 0165178 | Business Office Solutions | 2,467.04 |
| 0165640 | Bob's Shade & Linoleum | 2,425.77 |
| 0165334 | CCCD-Cash Clearing | 2,408.27 |
| 0165613 | SIGMAnet Inc | 2,395.00 |
| 0165545 | Applied Measurement Professionals Inc | 2,380.00 |
| 0165342 | Cyberalert Inc | 2,340.00 |
| 0165393 | SIGMAnet Inc | 2,195.00 |
| 0165249 | Office Depot | 2,151.30 |
| 0165547 | Ascent Elevator Services | 2,145.00 |
| 0165506 | SIGMAnet Inc | 2,086.61 |
| 0165344 | Dell Higher Education | 2,045.84 |
| 0165347 | Eureka Calif Career Info Sys | 1,934.12 |
| 0165354 | Grainger | 1,912.11 |
| 0165644 | Kaiser Foundation Health Plan Inc | 1,886.92 |
| 0165626 | Verizon Wireless | 1,850.17 |
| 0165635 | OCC Food Services | 1,751.85 |
| | | |

| 0165600 | Office Depot | 1,727.82 |
|---------|----------------------------------|----------|
| 0165373 | Mobile Modular Management Corp | 1,722.92 |
| 0165487 | Office Depot | 1,713.42 |
| 0165300 | Westin Los Angeles Airport Hotel | 1,713.27 |
| 0165457 | Coast Community College Dist | 1,700.00 |
| 0165188 | City of Fountain Valley | 1,633.91 |
| 0165513 | The Gas Co | 1,622.71 |
| 0165391 | Sehi Computer Products Inc | 1,557.31 |
| 0165429 | ThyssenKrupp Elevator Corp | 1,540.00 |
| 0165362 | Irvine Pipe & Supply | 1,493.55 |
| 0165594 | NCS Pearson Inc | 1,476.17 |
| 0165509 | Southern Calif Edison Co | 1,472.60 |
| 0165440 | Amico Scientific Corp | 1,468.28 |
| 0165292 | Verizon Wireless | 1,449.98 |
| 0165325 | Automatic Boiler Co | 1,440.00 |
| 0165349 | Ewing Consulting Services | 1,400.00 |
| 0165492 | Olga Perez Stable Cox | 1,400.00 |
| 0165455 | Coast Community College Dist | 1,364.00 |
| 0165463 | DLT Solutions Inc | 1,354.40 |
| 0165556 | Daniels Tire Service | 1,302.00 |
| 0165607 | Rain Bird Services Corp | 1,287.90 |
| 0165461 | Dell Higher Education | 1,273.18 |
| 0165606 | Public Economics Inc | 1,263.61 |
| 0165395 | Spicers Paper Inc | 1,212.19 |
| 0165616 | Spicers Paper Inc | 1,212.19 |
| 0165601 | Orkin Commercial Services | 1,194.00 |
| 0165399 | State Board of Equalization | 1,181.00 |
| 0165402 | System One Business Products Inc | 1,163.70 |
| 0165369 | MailFinance Inc | 1,148.06 |
| 0165382 | Office Depot | 1,140.43 |
| 0165330 | Business Office Solutions | 1,100.07 |
| 0165409 | TreeCare Arborists | 1,100.00 |
| 0165583 | Heat Transfer Solutions Inc | 1,100.00 |
| 0165341 | Constellation NewEnergy Inc | 1,072.72 |
| 0165590 | MailFinance Inc | 1,025.99 |
| 0165171 | ATIXA | 1,000.00 |
| 0165576 | Albert Gasparian | 1,000.00 |
| 0165475 | Ikon Office Solutions | 985.27 |
| 0165584 | Home Depot | . 971.93 |
| 0165466 | Fisher Scientific | 943.42 |
| 0165163 | Apple Computer Inc | 936.35 |
| 0165434 | A-Z Bus Sales | 922.51 |
| 0165589 | LT Enterprises | · 920.00 |
| 0165612 | Shell Oil | 918.20 |
| | | |

CheckApproval

| 0165323 | Amico Scientific Corp | 917.05 |
|---------|-----------------------------------|--------|
| 0165180 | Caltime Metals | 895.40 |
| 0165482 | Marina Landscape Inc | 895.00 |
| 0165648 | Reliastar Life Insurance Co | 894.05 |
| 0165549 | Battery Systems Inc | 882.17 |
| 0165162 | Amer Council on Education | 879.00 |
| 0165294 | Verizon Wireless | 877.93 |
| 0165502 | Schindler Elevator Corp | 877.14 |
| 0165357 | David Hewitt | 870.00 |
| 0165597 | OCC Student Health Center | 828.00 |
| 0165472 | Home Depot | 784.22 |
| 0165259 | Lorraine Prinsky | 782.42 |
| 0165476 | Iron Mountain | 780.67 |
| 0165489 | Oscar Ortiz | 753.81 |
| 0165480 | Joint Review Comm/Cardiovasc | 750.00 |
| 0165415 | Waxie Sanitary Supply | 749.90 |
| 0165280 | Thomson West | 746.76 |
| 0165431 | Amer Fidelity Assurance | 734.88 |
| 0165543 | Aguinaga Green Inc | 724.08 |
| 0165411 | Theresa Vasquez | 708.02 |
| 0165405 | The Gas Co | 703.67 |
| 0165647 | Medco Health Solutions Inc | 690.34 |
| 0165230 | KAP7 Int'l Inc | 683.46 |
| 0165308 | Amer Fidelity Assurance | 675.50 |
| 0165363 | Johnstone Supply | 657.48 |
| 0165289 | Verizon California | 651.81 |
| 0165246 | Shannon O'Connor | 650.82 |
| 0165346 | Dunn-Edwards Corp | 637.43 |
| 0165436 | Loretta Adrian | 623.35 |
| 0165293 | Verizon Wireless | 620.88 |
| 0165381 | Odyssey Power Corp | 615.00 |
| 0165508 | South Beach Media Inc | 608.79 |
| 0165384 | PSS World Medical Inc | 607.17 |
| 0165491 | Martha Parham | 604.26 |
| 0165256 | Pinnacle Promotions Inc | 596.31 |
| 0165192 | Community College League of Calif | 580.00 |
| 0165298 | Waxie Sanitary Supply | 565.87 |
| 0165314 | First Health | 564.00 |
| 0165355 | Harland Technology Services | 561.42 |
| 0165561 | Edits | 550.22 |
| 0165255 | Jerry Patterson | 547.92 |
| 0165574 | FRS Environmental | 530.99 |
| 0165371 | McMaster-Carr | 516.55 |
| 0165368 | Konica Minolta Business Solutions | 515.16 |
| | | |

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| 0165319 | Vision Service Plan | 508.38 |
|---------|--------------------------------------|---------|
| 0165470 | GWC Food Services | 500.00 |
| 0165477 | Iron Mountain Records Mgmt | 497.32 |
| 0165490 | Outdoor Media Group | 495.65 |
| 0165359 | Home Depot | 492.08 |
| 0165448 | Calif Tool Welding Supply | 488.89 |
| 0165558 | Dept of Justice | 480.00 |
| 0165618 | Storefront Door Repair | 480.00 |
| 0165227 | Instructional Technology Council | 475.00 |
| 0165603 | Pharmedix | 470.47 |
| 0165441 | Amtech Elevator Services | 468.22 |
| 0165471 | Hardy Diagnostics | 458.73 |
| 0165643 | Barbara Gallegos | 457.20 |
| 0165307 | Smart & Final Stores LLC | 456.83 |
| 0165522 | Water Safety Resources | 450.00 |
| 0165329 | Bill's Camera | 449.96 |
| 0165642 | Delta Health Systems | 437.50 |
| 0165345 | W. Dunn III | 413.78 |
| 0165565 | ETR Associates | 405.48 |
| 0165364 | Andrew Jones | 402.56 |
| 0165321 | Amer College Health Assn | 400.00 |
| 0165333 | CCCAOE | 395.00 |
| 0165372 | Minuteman Plumbing & Drains | 389.02 |
| 0165444 | Brink's Inc | 387.90 |
| 0165447 | Calif Commercial Lighting Supply Inc | 387.90 |
| 0165473 | Mary Hornbuckle | 379.91 |
| 0165484 | Mesa Golf Carts Inc | 379.56 |
| 0165568 | Exacta Dental Products Inc | 374.30 |
| 0165332 | Carolina Biological Supply | 368.29 |
| 0165322 | AmericasPrinter.com | 363.12 |
| 0165596 | OCC Food Services | 360.80 |
| 0165302 | Wilson, Amanda K. | 360.00 |
| 0165620 | Christian Teeter | 357.63 |
| 0165611 | Sehi Computer Products Inc | 356.98 |
| 0165276 | Staples Advantage | 355.54 |
| 0165186 | CISOA | 345.00 |
| 0165187 | CISOA | 345.00 |
| 0165501 | RingClear LLC | 337.08 |
| 0165196 | Davila, Verenice | 336.00 |
| 0165201 | Donoghue, Amanda L. | -336.00 |
| 0165478 | Irvine Pipe & Supply | 332.58 |
| 0165520 | VWR Int'l Inc | 330.91 |
| 0165578 | Golf Ventures West | 328.03 |
| 0165339 | College Board | 325.00 |
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|----------|---------------------------------------|--------|
| 0165523 | Water Tech | 324.64 |
| 0165303 | Xerox Corp | 324.15 |
| 0165337 | City of Westminster | 323.58 |
| 0165379 | ocdm marketing | 316.69 |
| 0165468 | Grainger | 315.80 |
| 0165244 | Conrad Moreno | 315.40 |
| 0165165 | Ashurst, Sandrae | 312.00 |
| 0165241 | Maura Mejia | 312.00 |
| 0165285 | Vade Boncoeur, Devin M. | 312.00 |
| 0165366 | Kelly Paper | 306.00 |
| 0165274 | South Coast Air Quality Mgmt District | 303.56 |
| 0165338 | Carolyn Clausen | 301.52 |
| 0165510 | Spicers Paper Inc | 301.20 |
| 0165235 | Nicole Lange | 300.00 |
| 0165627 | Vocational Biographies Inc | 300.00 |
| 0165296 | Ward's Natural Science | 290.82 |
| 0165160 | ACBO | 285.00 |
| 0165554 | Columbia Books Inc | 284.10 |
| 0165218 | Berkeley Green | 275.00 |
| 0165630 | Western Graphics Plus | 274.56 |
| 0165550 | Bio-Rad Laboratories Inc | 274.20 |
| 0165203 | John Dunham | 269.98 |
| 0165205 | Fait, Stephanie | 264.00 |
| 0165262 | Christy Quinonez | 264.00 |
| 0165279 | Stueland, Sarah K. | 252.00 |
| 0165281 | Michael Thornton | 250.00 |
| 0165507 | Thomas Snyder | 246.26 |
| 0165234 | Karen Kuehner | 245.42 |
| 0165469 | Graybar Electric | 244.38 |
| 0165173 | Barajas, Destiny | 240.00 |
| 0165199 | Dinsdale, Laura E. | 240.00 |
| 0165253 | Other World Computing | 230.96 |
| 0165479 | J & A Glass | 229.51 |
| 0165350 | Federal Express Corp | 228.11 |
| 0165284 | Tran, Quynh Tram K. | 228.00 |
| 0165559 | Eberhard Equipment Inc | 222.92 |
| 0165500 | Rhino Electric Supply | 221.86 |
| 0165588 | Kelly Paper | 219.49 |
| 0165551 | Business Office Solutions | 217.47 |
| 0165164 | Aragon, Jenifer | 216.00 |
| .0165185 | Chavez, Beatriz | 216.00 |
| 0165211 | Garcia, Melissa | 216.00 |
| 0165216 | Gonzales, Pricilla M | 216.00 |
| 0165228 | Laura Jacobs | 216.00 |
| | | |

| 0165250 | Tammy Ong | 216.00 |
|----------------------|-----------------------------------|--------|
| 0165286 | Vasquez, Ana P. | 216.00 |
| 0165200 | Discount School Supply | 214.48 |
| 0165386 | Lisa Roberts-Winger | 209.68 |
| 0165439 | Alan's Lawnmower & Garden Ctr Inc | 207.22 |
| 0165182 | CCC Petty Cash | 204.47 |
| 0165456 | Coast Community College Dist | 200.00 |
| 0165514 | The Shredders | 197.00 |
| 0165446 | Marta Cabral | 192.91 |
| 0165214 | Germini, Maria | 192.00 |
| 01652 <u>2</u> 9 | Brenda Juarez | 192.00 |
| 0165265 | Riechers, Tina L. | 192.00 |
| 0165272 | Smith, Faith E. | 192.00 |
| 0165278 | Strachan, Cassandra M. | 192.00 |
| 0165245 | Newport-Mesa Unified Sch Dist | 191.70 |
| 0165602 | Pep Boys | 184.95 |
| 0165637 | Stater Bros Markets | 182.54 |
| 0165217 | GovConnection Inc | 180.99 |
| 0165377 | Shannon O'Connor | 180.68 |
| 0165610 | Rhino Electric Supply | 179.94 |
| 0165396 | Springdale Ace Hardware | 178.36 |
| 0165497 | Prudential Overall Supply Co | 175.19 |
| 0165352 | Gale Group Inc | 171.07 |
| 0165184 | Cerecedes, Margaret | 168.00 |
| 0165202 | Duarte, Leticia | 168.00 |
| 0165251 | Soraya Ortega | 168.00 |
| 0165258 | Adriana Portillo | 168.00 |
| 0165207 | Fisher Scientific | 167.23 |
| 0165378 | OCC Petty Cash | 166.60 |
| 0165407 | Thomson West | 166.26 |
| 0165515 | Thomson West | 166.26 |
| 0165544 | Amico Scientific Corp | 161.64 |
| 0165593 | Mesa Golf Carts Inc | 160.45 |
| 0165483 | McLogan's Supply Co Inc | 159.07 |
| 0165460 | CR & R Inc | 157.83 |
| 0165624 | Thomson West | 157.32 |
| 0165591 | Medical Arts Press | 156.18 |
| 0165505 | Shred Confidential Inc | 156.00 |
| 0165376 | Mary O'Connor | 155.40 |
| 0165226 [.] | IJSS Inc | 153.03 |
| 0165335 | CDWG | 151.56 |
| 0165328 | Angela Bell | 150.64 |
| 0165361 | Clara Hughes | 146.43 |
| 0165445 | Business Office Solutions | 145.00 |
| | | 1.0.00 |

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| 0165161 | Alexander, Nicole | 144.00 |
|---------|---------------------------------------|--------|
| 0165177 | Bouvier, Brittany | 144.00 |
| 0165181 | Carich, Lauren | 144.00 |
| 0165220 | Herrera, Stephanie | 144.00 |
| 0165224 | Hilts, Lauren E. | 144.00 |
| 0165239 | Alexis Masingill | 144.00 |
| 0165254 | Claudia Padilla | 144.00 |
| 0165264 | Ricot, Vanessa A. | 144.00 |
| 0165269 | Schnierer, Noel J. | 144.00 |
| 0165282 | Tiangpak, Patcharin | 144.00 |
| 0165592 | Mesa Consolidated Water Dist | 144.00 |
| 0165231 | Kelly Paper | 141.52 |
| 0165291 | Verizon Wireless | 140.16 |
| 0165422 | Xerox Corp | 137.90 |
| 0165498 | Pyro-Comm Systems Inc | 135.00 |
| 0165209 | Ford Electronics Inc | 133,57 |
| 0165462 | Dish Network Chicago | 133.04 |
| 0165553 | Cameron Welding Supply Inc | 124.89 |
| 0165353 | Lonnie Garner | 123.80 |
| 0165579 | Grainger | 123.40 |
| 0165305 | Mary Gallois | 121.48 |
| 0165587 | Kelly Paper | 120.96 |
| 0165290 | Verizon Wireless | 120.84 |
| 0165166 | Asif, Almas | 120.00 |
| 0165215 | Gonzales, Elizabeth P. | 120.00 |
| 0165365 | Lisa Jorgensen | 120.00 |
| 0165406 | Thomas Scientific | 120.00 |
| 0165413 | Jocelyn Wang | 117.11 |
| 0165193 | Comtel Pro Media | 114.95 |
| 0165273 | South Coast Air Quality Mgmt District | 112.85 |
| 0165213 | Gardner, Kristen | 108.00 |
| 0165387 | Rutan & Tucker LLP | 108.00 |
| 0165340 | Shirley Collins | 107.73 |
| 0165575 | Fry's Electronics | 107.72 |
| 0165288 | Verizon California | 107.09 |
| 0165388 | Colleen Rymas | 106.12 |
| 0165465 | Eversoft | 104.40 |
| 0165486 | Mary O'Connor | 104.36 |
| 0165548 | Baker & Taylor | 101.92 |
| 0165414 | Brad Warrick | 101.23 |
| 0165419 | Teresa Yan | 101.23 |
| 0165403 | Tempo Industries Inc | 99.89 |
| 0165636 | Orkin Commercial Services | 98.00 |
| 0165356 | Lorraine Henry | 96.19 |
| | | 00.10 |

| 0165252 | Kathleen Ortiz | 96.00 |
|---------|---------------------------------|-------|
| 0165625 | Toshiba Business Solutions | 95.34 |
| 0165435 | Accurate Termite & Pest Control | 95.00 |
| 0165243 | Conrad Moreno | 94.00 |
| 0165248 | OCE' Financial Services Inc | 91.69 |
| 0165521 | Ward's Natural Science | 91.30 |
| 0165392 | Siemens Industry Inc | 90.18 |
| 0165195 | Crown Ace Hardware | 87.18 |
| 0165585 | Infinity Designs | 86.20 |
| 0165570 | Federal Express Corp | 81.12 |
| 0165634 | Home Depot | 78.22 |
| 0165170 | AT & T | 78.03 |
| 0165614 | Signs etc | 77.04 |
| 0165400 | Stater Bros Markets | 74.45 |
| 0165567 | Ewing Irrigation Products Inc | 73.09 |
| 0165617 | Stater Bros Markets | 72.75 |
| 0165167 | Asmar, Eman | 72.00 |
| 0165168 | Assayed, Zaynah | 72.00 |
| 0165175 | Bhakta, Rupa | 72.00 |
| 0165176 | Bizzell, Emily | 72.00 |
| 0165190 | Coleman, Erin | 72.00 |
| 0165197 | De La Torre, Nora G | 72.00 |
| 0165198 | Diep, Thi L. | 72.00 |
| 0165204 | Enciso-Martinez, Keila A. | 72.00 |
| 0165206 | Feinberg, Nicolle R. | 72.00 |
| 0165208 | Flores, Teresa | 72.00 |
| 0165210 | Gaitan, Evelyn C. | 72.00 |
| 0165212 | Garcia, Micaela | 72.00 |
| 0165219 | Hernandez, Brittany | 72.00 |
| 0165221 | Hierbaum, Joan | 72.00 |
| 0165223 | Higley, Virginia | 72.00 |
| 0165236 | Samantha Lavoie | 72.00 |
| 0165237 | Candelaria Ledezma | 72.00 |
| 0165238 | Denise Martinez-Kelly | 72.00 |
| 0165242 | Stacy Millhouse | 72.00 |
| 0165247 | Radhi O'Neal | 72.00 |
| 0165257 | Marla Plotkin | 72.00 |
| 0165263 | Ramsay, Pamela | 72.00 |
| 0165266 | Ritchie, Kathy L. | 72.00 |
| 0165267 | Rohlfing, Julie R. | 72.00 |
| 0165268 | Sanchez, Marcos | 72.00 |
| 0165270 | Schrock, Mark A. | 72.00 |
| 0165283 | Tillehkooh, Joanne | 72.00 |
| 0165287 | Velasco, Isabel I. | 72.00 |
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| 0165312 | Bob Denton | 71.60 |
|---------|--------------------------------|-------|
| 0165191 | College of the Canyons | 69.00 |
| 0165233 | Richard Kudlik | 68.82 |
| 0165511 | Staples Advantage | 67.82 |
| 0165552 | Calif Tool Welding Supply | 66.17 |
| 0165571 | FishMax.Com LLC | 65.00 |
| 0165499 | Refrigeration Supplies Distrib | 64.65 |
| 0165324 | Aramark Uniform Services | 59.95 |
| 0165546 | Aramark Uniform Services | 59.95 |
| 0165566 | Eversoft | 59.94 |
| 0165481 | Kelly Paper | 57.85 |
| 0165417 | Susan Winterbourne | 57.17 |
| 0165351 | Fry's Electronics | 53.85 |
| 0165454 | CDWG | 53.12 |
| 0165232 | Kelly Paper | 52.26 |
| 0165367 | Kelly Paper | 50.53 |
| 0165174 | Angela Bell | 49.06 |
| 0165385 | Rhino Electric Supply | 46.33 |
| 0165390 | Seal's Compressed Gases | 43.50 |
| 0165310 | Jane Bennett | 42.45 |
| 0165225 | Hub Auto Supply | 42.37 |
| 0165438 | AJ Graphics | 42.00 |
| 0165389 | Loren Sachs | 41.70 |
| 0165189 | Coastal Press Inc | 36.64 |
| 0165420 | OCC Petty Cash | 36.17 |
| 0165360 | Hub Auto Supply | 35.73 |
| 0165412 | Verizon California | 35.04 |
| 0165485 | Mutual Liquid Gas & Equipment | 30.00 |
| 0165503 | Security Signal Devices | 29.95 |
| 0165518 | USA Mobility Inc | 29.63 |
| 0165580 | Kellyann Greene | 29.03 |
| 0165504 | Andreea Serban | 28.86 |
| 0165519 | Verizon California | 26.00 |
| 0165179 | Calif Academy Directors Assn | 25.00 |
| 0165577 | Sean Glumace | 25.00 |
| 0165581 | Anna Greenwald | 25.00 |
| 0165299 | Wendt, Christopher M. | 24.00 |
| 0165421 | Stater Bros Markets | 23.40 |
| 0165410 | USA Mobility Inc | 22.45 |
| 0165604 | Prudential Overall Supply Co | 22.21 |
| 0165605 | Prudential Overall Supply Co | 22.21 |
| 0165260 | Prudential Overall Supply Co | 21.96 |
| 0165496 | Prudential Overall Supply Co | 21.96 |
| 0165261 | Prudential Overall Supply Co | 20.93 |
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CheckApproval

| 0165495 | Prudential Overall Supply Co | 20.93 |
|---------|--------------------------------|-------|
| 0165375 | Linda Newman | 18.00 |
| 0165494 | Prudential Overall Supply Co | 17.73 |
| 0165331 | Calif Tool Welding Supply | 17.20 |
| 0165398 | State Board of Equalization | 17.01 |
| 0165394 | Smardan Supply Co-Orange Coast | 15.92 |
| 0165442 | AT&T | 15.89 |
| 0165582 | GWC Petty Cash | 15.84 |
| 0165512 | The Gas Co | 14.87 |
| 0165631 | Wired | 13.00 |
| 0165240 | Christie Mataronas | 12.00 |
| 0165169 | AT & T | 11.25 |
| 0165633 | Susan Bierlich | 10.13 |
| 0165609 | Regional Testing Center | 10.13 |
| 0165297 | Waterline Technologies Inc | 9.85 |
| 0165397 | State Board of Equalization | |
| 0165408 | Tom's Truck Center Inc | 9.12 |
| 0100400 | | 9.10 |

Total

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\$3,477,229.05

20. Check List for General Obligation Bond Fund

| Subject | 20.01 District | |
|--|---|--|
| Meeting | Mar 7, 2012 - Regular Meeting | |
| Category | 20. Check List for General Obligation Bond Fund | |
| Access | Public | |
| Туре | Consent | |
| File Attachments Check Approval Bond 03-07-12.pdf (11 KB) | | |

| NUMBER | NAME OF VENDOR | AMOUNT | PROJECT |
|---------|--|-----------|---------|
| 0165532 | Spinitar GWC Learning Resource Center | 60,910.97 | 420356 |
| 0165423 | Marina Landscape Inc | 23,394.63 | 420356 |
| 0165529 | LPA Inc | 16,823.74 | 420894 |
| 0165639 | Mobile Modular Management Corp | 11,811.56 | 420297 |
| 0165530 | Pivot Interiors Inc | 9,994.14 | 420207 |
| 0165527 | Fujifilm Medical Systems USA Inc | 6,303.38 | 420207 |
| 0165638 | KRC Rock Inc | 5,335.91 | 420283 |
| 0165526 | Doja Inc | 4,815.00 | 420894 |
| 0165426 | Marina Landscape Inc | 2,599.40 | 420356 |
| 0165424 | Marina Landscape Inc | 1,417.50 | 420356 |
| 0165425 | Marina Landscape Inc | 1,417.50 | 420356 |
| 0165531 | Siemens Industry Inc | 980.00 | 420207 |
| 0165528 | Glumac | 856,50 | 420894 |
| 0165427 | Marina Landscape Inc | 157.50 | 420356 |
| 0165428 | Marina Landscape Inc | 157.50 | 420356 |

Total

\$ 146,975.23

21. Authorization for Special Payments

| Subject | 21.01 DIS - Authorization for Special Payments |
|----------|--|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 21. Authorization for Special Payments |
| Access | Public |
| Туре | Consent |

Payment NTE \$5,000 to cover reasonable and allowable expenses, including meeting room costs, airfare, lodging and taxes incurred for the Vice Chancellor of Educational Services and Technology Search Committee. Names on file with the Personnel Office and District Board Office. Expenses to be paid from Recruitment funds.

| Subject | 21.02 OCC - Authorization for Special Payments |
|----------|--|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 21. Authorization for Special Payments |
| Access | Public |
| Туре | Consent |

Payment of \$1,650 for 2012-13 Annual Program fee to the "American Culinary Federation Education Foundation, Inc., St-Augustine, FL. This is required for the Culinary Arts program for accreditation.

Payment of \$500 to the American Red Cross for Japan Earthquake and Tsunami Relief Fund from OCC Honors Program for donations received during their film-screening fundraiser,-"441: Life with Honor, Die with Dignity" November 4, 2011.

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DISCUSSION CALENDAR

(Green Pages)

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

22. Approval of Agreements

| Subject | 22.01 GWC - Approve Non-Standard Agreement between California State University, Fullerton and the Coast Community College District for the Internship of Kayla Nguyen |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 22. Approval of Agreements |
| Access | Public |
| Туре | Discussion |

Approve Non-Standard Agreement between California State University, Fullerton and the Coast Community College District for the Internship of Kayla Nguyen

1. Background Information: The Intercultural Program (ICP) is committed to providing intercultural programming to the students of Golden West College. An internship opportunity has been developed to maximize resources in response to organizational changes, and to help meet the goal of providing collaborative intercultural learning opportunities which advance the program's mission and goals.

2. Goal/Purpose: Develop learning outcomes and assessment plan for intercultural activities, connect campus clubs with leadership opportunities, and collaborate with faculty in planning intercultural events.

3. Comments (if any):

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between California State University, Fullerton and the Coast Community College District for the internship of Kayla Nguyen, from March 8, 2012 through May 31, 2012. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See California State University, Fullerton Agreement, Attachment #6)

5. Fiscal Impact: No cost to the college.

File Attachments

Kayla Nguyen and CSUF non standard agreement.pdf (189 KB)

| Subject | 22.02 DIS - Approval of Employment Agreement, Associate Dean, Institutional Research & Planning, CCC |
|----------|--|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 22. Approval of Agreements |
| Access | Public |
| Туре | - Discussion |

Approval of Employment Agreement, Associate Dean, Institutional Research & Planning, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Jorge Sanchez, CCC, to serve as Associate Dean, Institutional Research & Planning, effective March 8, 2012 through June 30, 2013. Compensation to be \$146,625.96 annually, based on the Salary Schedule at the level of D-32 y-rated, including longevity. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment #7)

File Attachments

Jorge Sanchez 2011-13 (revised).pdf (21 KB)

| Subject | 22.03 DIS - Approval of Employment Agreement, Associate Dean, Distance Learning & Professional Development, CCC |
|----------|--|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 22. Approval of Agreements |
| Access | Public |
| Туре | Discussion |

Approval of Employment Agreement, Associate Dean, Distance Learning & Professional Development, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Robert Nash, CCC, to serve as Associate Dean of Distance Learning & Professional Development, effective March 8, 2012 through June 30, 2013. Compensation to be \$100,667 annually, based on the appropriate step placement, including longevity. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment #8)

File Attachments

Robert Nash 2011-13 (revised).pdf (21 KB)

Subject22.04 OCC - Approve Non-Standard Agreement between The Regents of the
University of California Puente Project and the Coast Community College District
to Provide a Program for Educationally Disadvantaged Students at Orange Coast
CollegeMeetingMar 7, 2012 - Regular MeetingCategory22. Approval of AgreementsAccessPublicTypeConsent

Approve Non-Standard Agreement between The Regents of the University of California Puente Project and the Coast Community College District to Provide a Program for Educationally Disadvantaged Students at Orange Coast College

Background: The Regents administer Puente, which has established guidelines for Puente community college programs, provides training for recipient personnel who are implementing these programs, and requires recipients to meet certain reporting requirements.

Goal/Purpose: To increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations.

Comments: This is being submitted after the contract start date because it was not properly addressed or received from the University of California Regents until February 21, 2012. It has been reviewed by Risk Services.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between the University of California Regents and the Coast Community College District for the purpose of increasing the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. (See Attachment #9)

Fiscal Impact: Orange Coast College to receive revenue in the amount of \$1,500.00 from University of California Regents to provide mentor support for the Puente Program.

File Attachments <u>Puente Contract.PDF (147 KB)</u>

| Subject | 22.05 OCC - Approve Non-Standard Addendum to an Agreement between Credentials, Inc. and the Coast Community College District for the Processing of Transcript Requests |
|----------|--|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 22. Approval of Agreements |
| Access | Public |
| Туре | Consent |

Approve Non- Standard Addendum to Agreement between Credentials, Inc. and the Coast Community College District for the processing of transcript requests.

Background: Acting on behalf of Institution, Credentials will provide students and alumni legal and compliant access to the following services at Institution:

<u>TranscriptsPlus</u>: Requests for academic transcripts. Credentials will accept and deliver the requests electronically to the Institution on a timely and accurate basis and facilitate delivery of authorizing signatures to Institution. Credentials will collect and remit all transcript fees due to Institution in accordance with Institution's approved schedule of applicable fees.

<u>Automated Interface</u>: Credentials will provide and maintain software that will reside on a personal computing device in the Registrar's Office of Institution for the purpose of automating the retrieval, logging, and production of transcript requests. The software will comply with institutional policies and procedures with respect to security.

<u>Electronic Transcript Processing</u>: Using the automated interface referenced above, Credentials will extract transcript data, format and send transcript data to tile destination institution either directly or through industry accepted intermediaries such as CCCTran or the "Texas Server" on behalf of Institution. As Institution's representative, Credentials may also be required to receive electronic transcripts on behalf of Institution from other institutions directly or through the same intermediaries and will deliver these inbound transcripts on a timely and accurate basis.

Comments: Reviewed by Risk Services 2/2/12

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Addendum to the existing Agreement between Credentials Inc. and the Coast Community College District for processing of transcripts requests. The Board President, or designee, is authorized to sign the Addendum and any related documents, indicating approval by the Board of Trustees. (See Attachment #10)

Fiscal Impact: There will be zero (0) fiscal impact to Orange Coast College.

File Attachments Coast Community College Electronic Transcript Addendum 1-6-12.doc (27 KB) Credentials Original Contract.pdf (86 KB)

| Subject | 22.06 OCC - 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 |
|----------|--|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 22. Approval of Agreements |
| Access | Public |
| Туре | Consent |
| | |

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.

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. (See Attachment #11)

Fiscal Impact: No financial impact to the campus

File Attachments

Coast District Renewal Parking.doc (163 KB)

| Subject | 22.07 CCC - Approval to Enter into Addendum # 1 to the Statement of Work # 1 for Terremark North America, Inc. and Coast Community College District |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 22. Approval of Agreements |
| Access | Public |
| Туре | Discussion |

Approval to Enter into Addendum # 1 to the Statement of Work # 1 for Terremark North America, Inc. and Coast Community College District.

1. Background: Coastline Community College has a range of critical technical systems that need to be available 24/7 in order to meet contractual agreements with the military and other institutions. The Learning Management System, Seaport, is one of the key critical systems that provide online instruction to our students. Coastline requires an environment that provides flexibility to increase computing power as required by the demand.

2. Goal/Purpose: Terremark North America, Inc. can provide the cloud computing services with bursting capability and an ability to increase computing power as required by demand.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve Addendum # 1 to the Master Agreement – Enterprise Cloud, Terremark North America, Inc. for an additional 12 month term beginning May 5, 2012 through May 4, 2013. The Board President, or designee, is authorized to sign the Agreement. (See Terremark Master Agreement and Amendment Attachment #12)

5. Fiscal Review and Impact: Expense amount of \$50,820, to be paid from General Fund.

File Attachments

Terremark Master Agreement.pdf (1,418 KB)

Terremark Amendment.pdf (52 KB)

| Subject | 22.08 DIS - Approve Temporary Transfer Agreement between the County of Orange and Coast Community College District |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 22. Approval of Agreements |
| Access | Public |
| Туре | Matters for Review, Discussion and/or Action |

Approve Temporary Transfer Agreement between the County of Orange and Coast Community College District

1. Background

The California Constitution, Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon resolution adopted by the Board of Supervisors authorizing such temporary transfer.

In December 2011, the County Board of Supervisors adopted a resolution re-establishing a program to allow a temporary transfer of proceeds to K-12 and Community Colleges throughout the County. The most recent Temporary Transfer Program expired on June 30, 2011, and this program will be in effect through the end of the 2012-13 FY. The Coast Community College District has participated in such programs in the past.

Any monies transferred to the District shall be repaid to the Educational Investment Pool from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Compound interest on any Transfer installment will accrue and be payable by the District at a rate equal to the gross rate the Educational Investment Pool is earning for the same period from the date of the Transfer plus five (5) basis points until the entire Transfer and applicable interest is repaid.

2. Goal/Purpose

To provide a cost effective means of short term borrowing. With this program in place the district will not have to participate in a TRAN pool or other form of short term borrowing.

3. Comments

Current cash flow projections include all known deferrals and indicate that no cash flow deficit will emerge and that short term borrowing will not be necessary. As such Exhibit C in the Agreement remains blank as no transfer is being requested. Coast Community College District cash flow projections are included in the attachment.

4. Recommendation Statement

Following review by General Counsel, the Vice Chancellor of Finance and Administrative Services recommends the Board of Trustees approve the Temporary Transfer Agreement with the County of Orange and adopt Resolution 12-06. (See Attachment #13)

5. Fiscal Review & Impact

The cost of borrowing under this program will be equal to the gross rate the Educational Investment Pool is earning for the same period from the date of the Transfer plus five (5) basis points until the entire Transfer

File Attachments

Tempory Transfer Agreement with County-2012.pdf (282 KB)

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| Subject | 22.09 DIS - Approval of Employment Agreement, Dean of Enroliment Services, CCC |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 22. Approval of Agreements |
| Access | Public |
| Туре | Discussion |

Approval of Employment Agreement, Dean of Enrollment Services, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Lois Wilkerson, CCC, to serve as Dean of Enrollment Services, effective July 1, 2012 through June 30, 2014. Compensation to be \$143,811 annually, based on the appropriate step placement, including longevity. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment #14)

File Attachments

Lois Wilkerson 2012-14.pdf (21 KB)

Subject22.10 DIS - Approve Agreement between the Lanzhou University US Foundation
and the Coast Community College District (CCCD) to Recruit International
Students for CCCD Colleges, Increase CCCD Enrollment of International
Students, and Provide Support Services for Transfer to a CCCD CollegeMeetingMar 7, 2012 - Regular MeetingCategory22. Approval of AgreementsAccessPublicTypeDiscussion

Approve Agreement between the Lanzhou University US Foundation and the Coast Community College District (CCCD) to Recruit International Students for CCCD Colleges, Increase CCCD Enrollment of International Students, and Provide Support Services for Transfer to a CCCD College

1. Background: Coast Community College District (CCCD) is partnering with international universities to diversify and increase enrollment of international students at CCCD colleges and educational exchanges. Lanzhou University US Foundation will assist CCCD in liaison, coordination, recruitment, and support services for international students as they transition to studying at one of the CCCD colleges. CCCD is committed to global education and is implementing a partnership with Lanzhou University US Foundation in order to diversify and increase CCCD international student enrollment.

2. Goal/Purpose: This program will draw international students to the Coast Colleges. The assistance from Lanzhou University US Foundation will provide efficient and effective recruitment, transitions, and transfer of international students. This will permit international students to experience the American culture and educational system. At the same time it will enable our U.S. students to experience students from other countries and cultures. In addition, it will provide income to the district.

3. Comments(if any): None.

4. Recommendation Statement: After review by College International Programs Officers, Interim Vice Chancellor of Educational Services, Chancellor and District General Counsel, it is recommended by the Chancellor that the Board authorize the Agreement between Lanzhou University US Foundation and the Coast Community College District to recruit, diversify and increase CCCD enrollment of international students. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #15)

5. Fiscal Review and Impact: The annual income to the district from this partnership will be \$4,365 to \$4,622 per enrolled student based on 12 units of academic load and the number of enrollments.

File Attachments

Lanzhou University Agreement.pdf (103 KB)

| Subject | 22.11 DIS - Approve Non-Standard Agreement between State Mediation/Conciliation Service (SMCS) and the Coast Community Co District to Provide Facilitation of Negotiation Sessions between the Federation of Classified Employees (CFCE) and the Coast Community District | Coast |
|----------|---|-------|
| Meeting | Mar 7, 2012 - Regular Meeting | |
| Category | 22. Approval of Agreements | |
| Access | Public | |
| Туре | Discussion | |

Approve Non-Standard Agreement between State Mediation/Conciliation Service (SMCS) and the Coast Community College District to Provide Facilitation of Negotiation Sessions between the Coast Federation of Classified Employees (CFCE) and the Coast Community College District

1. Background Information: The current CFCE Collective Bargaining Agreement expires June 30, 2012. The new contract is to be negotiated in 2011/2012. This non-standard agreement is to approve a facilitator for the negotiation sessions.

2. Goal/Purpose: To provide facilitation of negotiation sessions between the CFCE and the District, for the period of 3/13/12 through 6/30/12.

3. Comments: The District's dollar amount indicates 50% of the total cost of services. The CFCE will be responsible for 50% of the cost.

4. Recommendation Statement: After review by the Vice Chancellor for Human Resources and District General Counsel, it is recommended by the Chancellor that the Board of Trustees to approve the Agreement with SMCS to provide facilitation of the negotiation sessions between the CFCE and the District. Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #16)

5. Fiscal Impact: \$57.50 per hour for a maximum of 50 hours, not to exceed \$2,875.

File Attachments SMCS Contract.pdf (82 KB)

23. General Items of Business

| Subject | 23.01 DIS - Authorization to Purchase One-Hundred (100) Dell Desktop Computers for Golden West College Classrooms Utilizing the Western States Contracting Alliance (WSCA) Contract B27160 |
|----------|--|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 23. General Items of Business |
| Access | Public |
| Туре | Discussion |
| | |

Authorization to Purchase One-Hundred (100) Dell Desktop Computers for Golden West College Classrooms Utilizing the Western States Contracting Alliance (WSCA) Contract B27160

1. Background: Public Contract Code 20652 provides authority for the governing board of any community college district without advertising for bids, the use of other Public Agencies contract for the lease or purchase of equipment when the Board has determined it to be in the best interest of the District.

2. Goal/Purpose: The Dell computers will be used to replace computers that are between five and seven years old in the Golden West College Computer Science Labs.

3. Comments: None.

4. Recommendation Statement: After a review by the Golden West College Director of Technology Support Services, Vice Chancellor of Educational Services and Technology, Manager of Purchasing and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the purchase of one-hundred (100) Dell Computers using WSCA Contract B27160.

5. Fiscal Review and Impact: NTE \$113,000.00 (CCCD Perkins Grant Funds)

| Subject | 23.02 DIS - Approve Non-Standard Agreement with RBC Capital Markets, LLC, Piper Jaffray & Co., and Citigroup Global Markets, Inc. for Bond Underwriting Services Related to a Potential 2012 General Obligation Bond Measure |
|----------|--|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 23. General Items of Business |
| Access | Public |
| Туре | Discussion |

Approve Non-Standard Agreement with RBC Capital Markets, LLC, Piper Jaffray & Co., and Citigroup Global Markets, Inc. for Bond Underwriting Services related to a Potential 2012 General Obligation Bond Measure

1. Background

On December 14, 2012, the Board of Trustees approved the selection of RBC Capital Markets, LLC, Piper Jaffray & Co., and Citigroup Global Markets, Inc. ("Underwriters") to serve as an underwriting team for a possible 2012 General Obligation Bond measure. This item seeks approval of a Bond Underwriting Agreement between the Coast Community College District and the Underwriters related to the aforementioned services.

2. Goal/Purpose

Provide services related to the prospective financial underwriting and issuance(s) of general obligation bonds.

3. Comments

Fees for underwriters are payable from bond proceeds and will only be incurred in the event of bond measure passage. The District will not incur any expenses should such a measure be unsuccessful.

4. Recommendation Statement

After review by the Vice Chancellor of Finance and Administrative Services and District General Counsel, it is recommended by the Chancellor that authorization be given to employ RBC Capital Markets, LLC, Piper Jaffray & Co., and Citigroup Global Markets, Inc. for bond underwriting services pursuant to the attached Bond Underwriting Agreement. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$0 (Fees incurred only upon bond passage and will be paid from bond proceeds)

(See Attachment #17)

File Attachments 2012 GOB Underwriting Agreement.pdf (100 KB)

| Subject | 23.03 DIS - Approve Standard Professional Services Agreement with Stradling, Yocca, Carlson & Rauth for Bond Counsel Services for Potential 2012 General Obligation Bond Measure |
|----------|--|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 23. General Items of Business |
| Access | Public |
| Туре | Discussion |

Approve Standard Professional Services Agreement with Stradling, Yocca, Carlson & Rauth for Bond Counsel Services for Potential 2012 General Obligation Bond Measure

1. Background

On February 1, 2012, the Board of Trustees approved the selection of Stradling, Yocca, Carlson & Rauth to provide bond counsel services for a potential 2012 General Obligation Bond Measure. This item seeks approval of the Standard Professional Services Agreement between Coast Community College District and Stradling, Yocca, Carlson & Rauth related to the aforementioned services.

2. Goal/Purpose

Provide legal services related to a prospective 2012 General Obligation Bond Measure.

3. Comments

Fees for bond counsel are payable from bond proceeds and will only be incurred in the event of bond measure passage. The District will not incur any expenses should a measure be unsuccessful.

4. Recommendation Statement

After review by the Vice Chancellor of Finance and Administrative Services and District General Counsel, it is recommended by the Chancellor that authorization be given to employ Stradling, Yocca, Carlson & Rauth for bond counsel services pursuant to the Districts' Standard Professional Services Agreement. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$0 (Fees incurred only upon bond passage and will be paid from bond proceeds)

File Attachments Stradling.pdf (1,440 KB) Subject23.04 DIS - Authorization to Make Payment to Rancho Santiago Community
College District for Services Provided by Atkinson, Andelson, Loya, Ruud &
Romo (AALRR)MeetingMar 7, 2012 - Regular MeetingCategory23. General Items of BusinessAccessPublicTypeConsent

Authorization to Make Payment to Rancho Santiago Community College District for Services Provided by Atkinson, Andelson, Loya, Ruud & Romo (AALRR)

At the December 14, 2011 meeting, the Board of Trustees authorized the Chancellor to work with the CEO's from other Orange County Community College Districts and the Orange County Department of Education to identify and place under retainer Special Counsel in order to work cooperatively and collaboratively to protect Coast's interests and the integrity of the property tax revenue stream for the community college system. The Board of Trustees furthered authorized that any contractual action taken under this Board agenda item will be presented for ratification at the next regularly scheduled meeting. The Chancellors of Coast CCD, North Orange County CCD, Rancho Santiago CCD, and South Orange County CCD agreed to share the legal research costs related to the Orange County Property Tax issue in equal shares of 25% per district. These services are being provided by Atkinson, Andelson, Loya, Ruud & Romo and being processed through Rancho Santiago Community College District.

Fiscal Impact: Equal share of 25% of legal services for the month of January 2012 in the amount of \$2,594.22.

File Attachments Invoice2-Rancho Santiago CCD.pdf (236 KB)

Invoice2-Property Tax Legal Counsel.pdf (75 KB)

| Subject | 23.05 DIS - Overview of Student Success Programs and Initiatives and the Accountability Reporting for Community Colleges (ARCC) Measures of Student Success |
|----------|---|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 23. General Items of Business |
| Access | Public |
| Туре | Discussion |

Overview of Student Success Programs and Initiatives and the Accountability Reporting for Community Colleges (ARCC) Measures of Student Success

The District and the colleges will discuss and present an overview of student success programs and initiatives and the accountability reporting for community colleges (ARCC) measures of student success. (See Attachment #18)

| 1 | | |
|------------------------------------|--------------------------------------|--|
| File Attachments | | |
| ARCC - Overview of Student Success | s Programs and Initiatives and the A | ccountability Reporting for Community Colleg |
| ARCC_2011_CCC.pdf (70 KB) | ARCC 2011 GWC.pdf (70 KB) | ARCC_2011_OCC.pdf (69 KB) |

| Subject | ct 23.06 DIS - Early Notification Program (ENP): Authorization to Offer Classifie Confidential, and Management Staff an Incentive for Early Notification of Int to Retire or Resign from the Coast Community College District | |
|----------|---|--|
| Meeting | Mar 7, 2012 - Regular Meeting | |
| Category | 23. General Items of Business | |
| Access | Public | |
| Туре | Discussion | |

Early Notification Program (ENP): Authorization to Offer Classified, Confidential, and Management Staff an Incentive for Early Notification of Intent to Retire or Resign from the Coast Community College District

1. Background Information: Based on the current fiscal crisis, the District has determined it would be beneficial for planning purposes to offer \$2,000 to any eligible classified or confidential employee, as well as any eligible non-executive manager or educational administrator, who declares their irrevocable intent between March 8, 2012 and April 2, 2012 inclusive, to retire or resign from the District no later than December 31, 2012.

2. Goal/Purpose: To receive early notification from employees retiring or resigning from the District.

3. Comments: ENP, if approved, involves a payment of \$2,000 to all eligible employees. In order to participate, interested employees shall submit an Irrevocable Letter of Resignation/Retirement on the required form to the District Office of Human Resources.

4. **Recommendation Statement:** After review by the Vice Chancellor of Human Resources and District General Counsel, it is recommended by the Chancellor that the Board of Trustees adopt the Early Notification Program of Intent to Retire or Resign as specified in the attached documents. A report addressing the number of participants and fiscal impact will be presented to the Board following the conclusion of the program. (See Attachment #19)

5. Fiscal Review & Impact: Fiscal impact will be driven by program participation.

| File Attachments | |
|----------------------------------|-----------------------------------|
| ENP CFCE ATTACHMENT.pdf (119 KB) | ENP MGT CONF 2012 ATT.pdf (41 KB) |
| | |

24. Resolutions

| Subject | 24.01 DIS - Resolution #12-06 to Request Budget Transfers from the County Treasurer |
|----------|--|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 24. Resolutions |
| Access | Public |
| Туре | |

Resolution #12-06 to Request Budget Transfers from the County Treasurer (Attachment #20)

File Attachments

Resolution 12-06 District Resolution County Treasurer Transfer.pdf (285 KB)

25. Approval of Minutes

| Subject | 25.01 DIS - Approval of Minutes |
|----------|---------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 25. Approval of Minutes |
| Access | Public |
| Туре | Discussion |

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Minutes of the following meeting(s) be approved:

Special Meeting/Study Session of February 8, 2012 Regular Meeting of February 15, 2012 Special Meeting of February 23, 2012

File Attachments

Min 2-8-12 Special Meeting.pdf (113 KB)

Min 2-23-12 Special Meeting.pdf (13 KB)

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Min 2-15-12 Regular Meeting.pdf (300 KB)

26. Close of Meeting

| Subject | 26.01 Close of Meeting |
|----------|-------------------------------|
| Meeting | Mar 7, 2012 - Regular Meeting |
| Category | 26. Close of Meeting |
| Access | Public |
| Туре | Action |

26.01 Adjournment

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

| # | Meeting Date | Requested via Action by the Board of Trustees | Responsible District Party | Directive | Agenda due Date | Status I = In Progra |
|---|-------------------|---|----------------------------------|--|--|-------------------------|
| 1 | Feb 15, 2012 | Jerry Patterson | President Bryan | Brief report on the ACCCA Board of Governors Dinner/Meeting of March 5-6, 2012 | March 7, 2012 | Р |
| 2 | 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 |
| 3 | Nov 16, 2011 | Mary Hornbuckle 2nd Jerry Patterson | Board | Board Engagement in Accreditation: Review of Accreditation Drafts. | Recommended for March 21 and August 1, 2012 | Р |
| 4 | 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 | Р |
| 5 | 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 | Р |
| 6 | Nov 2, 2011 | Mary Hornbuckle 2nd Jim Moreno | Chancellor | A brief presentation requested by Trustee Mary Hornbuckle regarding Credits for College. | Pending | Р |
| 7 | Feb 2, 2011 | | District Foundation Directors | Provide an annual report on the Foundations. | February each year | Р |
| 8 | 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 | Р |

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Special Meeting/Study Session

Board of Trustees

Coast Community College District

District Board Room

3:30 p.m.

Wednesday, February 8, 2012

MINUTES*

A Special Meeting/Study Session of the Board of Trustees of the Coast Community College District was held on February 8, 2012 in the Board Room at the District Office.

1. Call to Order

Board President Jim Moreno called the meeting to order at 3:32 p.m.

2. Roll Call

| Trustees Present: | Jim Moreno, Mary Hornbuckle, Lorraine Prinsky, Jerry Patterson, |
|-------------------|---|
| | David Grant and Student Trustee, Joe Venegas III |
| Trustees Absent: | None |

3. Pledge of Allegiance - Trustee Prinsky

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

4. **Opportunity for Public Comment**

There were no requests to address the Board.

5. DIS - Authorization to Enter into a Continuation Agreement with Guarantee Company of North America USA and Best Contracting Services, Inc.

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the agreement between Guarantee Company of North America USA, Best Contracting Services, Inc. and the Coast Community College District for the purposes of continuing the contractual requirements resulting from the voluntary default of F. Rodgers Corporation. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Base Bid

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

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 |

6. DIS - Approval of Standard Professional Services Agreement with The Lew Edwards Group for Informational Campaign Consulting Services for Potential 2012 General Obligation Bond Measure

On a motion by Dr. Prinsky and seconded by Mr. Grant, the Board voted that authorization be given to employ The Lew Edwards Group for informational campaign consulting services pursuant to the District's Standard Professional Services Agreement. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$47,500 (District-wide Public Relations/Marketing Funds)

Motion carried with the following vote:

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

7. DIS - Bid Tabulations and Award of Contract; Coastline Community College Newport Beach Learning Center, FF & E; Bid No. 2005

On a motion by Dr. Prinsky and seconded by Mr. Venegas, the Board voted to award the contract to the lowest responsible bidder in Category Z2. The Board President, or designee, is authorized to sign the contract and any related documents, indicating approval by the Board of Trustees.

| Category Z1 – Low Voltage All Bids Rejected – To Be Rebid | | | |
|--|---|----|------------|
| 1. | CSI Electrical Contractors, Inc. Santa Fe Springs, CA 90670 | \$ | 990,000.00 |
| 2. | A & H Communications, Inc Irvine, CA 92614 | \$ | 917,391.00 |
| <u>Category Z2 – Millwork</u> | | | |
| 1. | K & Z Cabinet Co., Inc \$ 339,520.0 1450 S Grove Ave Ontario, Ca 91761 | | 339,520.00 |
| 2. | Stolo Cabinets Brea, CA 92821 | \$ | 349,800.00 |
| 3. | Lozano Casework, Inc., Colton, CA 92324 | \$ | 365,500.00 |

Fiscal Impact: \$339,520.00 (Measure C – General Obligation Bond Funds) Master Plan Approved Project CCC Newport Beach Learning Center

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 |

8. Approval of Board Policy 6340 Contracts

On a motion by Mr. Patterson and seconded by Mr. Venegas, the Board voted to adopt revised Board Policy 6340 Contracts.

Motion carried with the following vote:

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

9. Approval of Board Policy 6100 Delegation of Authority

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to adopt revised Board Policy 6100 Delegation of Authority.

Motion carried with the following vote:

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

10. Approval of Board Policy 2740 New Trustee Orientation

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to adopt Board Policy 2740 New Trustee Orientation.

Motion carried with the following vote:

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

11. 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

On a motion by Mr. Venegas and seconded by Mr. Patterson, the Board voted to adopt revised 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.

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

12. Study Session - Accreditation

The Board of Trustees participated in a Study Session regarding Accreditation.

On a motion by Mr. Moreno and seconded by Mr. Patterson, the Board voted to direct the Chancellor and Staff to prepare a draft procedure for **Board Policy 2410 Policy and Administrative Procedure** for first reading by the Board on the March 7, 2012 agenda, having first been reviewed by the Chancellor and Board President, or designee.

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 |

On a motion by Mr. Patterson and seconded by Mr. Grant, the Board voted to invite Dr. Jane Wright, from the Community College League of California, to attend the March 21, 2011 Board of Trustees' Study Session to give a presentation to the Board and Staff regarding policies and procedures, and be available to answer any questions. There will be no cost for this service.

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

13. Adjournment

There being no further business, on a motion by Mr. Moreno and seconded by Mr. Grant the Board voted to adjourn the meeting in memory of Eleanor Klein, retired educator. The meeting was adjourned at 6:00 p.m.

Motion carried with the following vote:

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

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Regular Meeting

Board of Trustees

Coast Community College District

District Board Room

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

Wednesday, February 15, 2012

MINUTES*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on February 15, 2012 in the Board Room at the District Office.

1.00 Preliminary Matters

1.01 Call to Order

Board Vice President Mary Hornbuckle called the meeting to order at 5:03 p.m.

1.02 Roll Call

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

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

There were no requests to address the Board.

1.04 Recess to Closed Session

The Board recessed to Closed Session at 5:05 p.m. to discuss the following items:

- **1.04.01** Public Employment (Pursuant to Government Code 54957(b)(1) Public Employment materials are available upon request from the Board of Trustees' Office
 - 1. Faculty Special Assignments
 - 2. Substitute Faculty

- 3. Full-time Faculty
- 4. Part-time Faculty
- 5. Educational Administrators

<u>Reorganizations:</u> Associate Dean, Distance Learning & Professional Development Associate Dean, Institutional Research & Planning Dean of Enrollment Services

- 6. Classified Management Director of Fiscal Services
- 7. Classified Staff Athletic Trainer Child Care Center Supervisor HR Technician
- 8. Reclassification and Reorganization/Reassignment Director, eLearning Application & Web Development
- 9. Classified Temporary Assignments Special Assignment EEO Recruitment Coordinator Campus HR Analyst Military Contract Educ Staff Aide Military Contract Educ Tech III Staff Assistant, Sr Instructional Information Tech Educ & Grant Service Coordinator
- 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 "b" of *Government Code* Section 54956.9. Four Cases:

- 1. Threatened Litigation by Janet Redding
- 2. Claim by Alpha Mechanical, Inc.
- 3. Construction delays at Orange Coast College
- 4. Construction delays at Golden West College

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

1.05 Reconvene Regular Meeting

The meeting was reconvened to Open Session at 6:35 p.m.

1.06 Pledge of Allegiance – Trustee Jerry Patterson

Trustee Patterson led the Pledge of Allegiance to the United States of America.

1.07 Report of Action from Closed Session

It was reported that on a motion by Mr. Patterson and seconded by Mr. Grant, the Board voted to approve **Item 1.04.01 Public Employment** with the exception of Item 5: Educational Administrator. This item will be continued to the March 7, 2012 Agenda, after review at the preceding Personnel Committee Meeting. (See Appendix pages 13-24)

Motion carried with the following vote:

Aye:Ms. Hornbuckle, Mr. Patterson and Mr. GrantNo:NoneAbsent:Mr. Moreno and Dr. Prinsky

1.08 Public Comment (Open Session)

There were no requests to address the Board.

1.09 Presentations and Ceremonial Resolutions

1.09.01 Acceptance of Retirements

The Board expressed appreciation and congratulations to the following retirees with 10 or more years of service to the Coast Community College District:

Adelmann, Daniel, OCC, Instructor, retirement effective 5/28/12 Belcher, Mary J., OCC, Instructor, retirement effective 5/28/12 Cucurny, Marius, GWC, Instructor, retirement effective 5/28/12 Farrell, Daniel J., OCC, Instructor, retirement effective 5/28/12 Golden, Jill, OCC, Instructor, retirement effective 5/28/12 Henry, Lorraine, A., OCC, Instructor, retirement effective 5/28/12

On a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the Board voted to accept these retirements.

Motion carried with the following vote:

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

2.00 Informative Reports

2.01 Report from the Chancellor

There was no report from W. Andrew Dunn, Acting Chancellor.

2.02 Reports from the Presidents

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

Christine Nguyen, on behalf of Dr. Loretta Adrian, Coastline Community College Dr. Dennis Harkins, Orange Coast College Wes Bryan, Golden West College

2.03 Reports from the Presidents of Student Government Organizations

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

Dale Lendrum, Golden West College Catherine Tran, Orange Coast College

2.04 Reports from the Academic Senate Presidents

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

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

2.05 Reports from the Presidents of Employee Representative Groups

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.

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 February 15, 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 the Board Directives Log. It was requested that due dates of March 21 and August 1, 2012 be added for Item #2 Board Engagement in Accreditation: Review of Accreditation Drafts.

3.04 Buildings and Grounds Reports

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the February 15, 2012 Agenda.

3.05 Reconstituting and Renaming the Hiring Policy Task Force to Officially Function as the District's Equal Employment Opportunity (EEO) Advisory Committee

This item will be continued to the March 7, 2012 agenda.

- 4.00 Public Hearings
- 4.01 Public Hearing Coast Federation of Classified Employees (CFCE) Initial Proposal to Negotiate the Agreement between the CFCE and the Coast Community College District

The Public Hearing of the Coast Federation of Classified Employees' Initial Proposal to Negotiate the Agreement between the CFCE and the Coast Community College District was opened by Vice President Hornbuckle at 7:26. p.m. As there were no requests to address the Board, Vice President Hornbuckle closed the Public Hearing at 7:27 p.m.

4.02 Public Hearing and Adoption of the Coast Community College District's Initial Proposal to Negotiate the Agreement between the Coast Community College District and the Coast Federation of Classified Employees (CFCE)

The Public Hearing and Adoption of the Coast Community College District's Initial Proposal to Negotiate the Agreement between the Coast Community College District and the Coast Federation of Classified Employees was opened by Vice President Hornbuckle at 7:28 p.m.

On a motion by Mr. Grant and seconded by Mr. Patterson, the Board voted to adopt the Coast Community College District's Initial Proposal. As there were no requests to address the Board, Vice President Hornbuckle closed the Public Hearing at 7:30 p.m.

Motion carried with the following vote:

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

CONSENT CALENDAR (Items 5 - 21)

At the request of Dr. Price, Daniel Johnson's March 16, 2012 travel item on page 30 was pulled. At the request of Dr. Harkins, compensation for Janet Neth, Professional Experts over \$10,000 on page 64, was corrected to \$11,400. Additionally, at the request of Trustee Patterson, three travel items were pulled for discussion: two items on page 28 for es Bryan, and one item on page 31 for Omid Pourzanjani.

On a motion by Mr. Patterson and seconded by Mr. Venegas, the Board voted to approve the balance of the Consent Calendar.

Motion carried with the following vote:

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

After discussion, on a motion by Ms. Hornbuckle and seconded by Mr. Grant, the Board voted to approve Mr. Bryan's items, amending the first item to read "ACCCA Board of Governors Dinner and Meeting", deleting "PAC". Mr. Patterson requested Mr. Bryan provide a brief report of this meeting.

Motion carried with the following vote:

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

Additionally, on a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the Board voted to approve Mr. Pourzanjani's travel item, amending it to read "ACCCA Board of Governors Dinner and Meeting, deleting "PAC".

Motion carried with the following vote:

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

DISCUSSION CALENDAR

- 22.00 Approval of Agreements
- 22.01 DIS Approval of Employment Agreement, Associate Dean, Distance Learning and Professional Development, CCC
- 22.02 DIS Approval of Employment Agreement, Dean of Enrollment Services, CCC
- 22.07 DIS Approval of Employment Agreement, Associate Dean, Institutional Research and Planning, CCC

On a motion by Mr. Patterson and seconded by Mr. Grant, the Board voted to continue Items 22.01, 22.02 and 22.07 to the March 7, 2012 agenda.

Motion carried with the following vote:

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

22.03 OCC - Approve Agreement between the United States Sailing Associations (US SAILING) and the Coast Community College District (OCC School of Sailing & Seamanship) for the Purpose of Expanding On-the-Water Boater Safety Training as a Recognized Powerboat Training Center

On a motion by Mr. Patterson and seconded by Mr. Venegas, the Board voted to approve the Agreement between US SAILING and the Coast Community College District (OCC School of Sailing and Seamanship) to provide and promote on-the-water boater safety training. The Agreement outlines the responsibilities of both 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: Up to \$9,152.37 in funding to purchase approved powerboat and engine equipment. No matching required.

Motion carried with the following vote:

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

22.04 CCC - Approve Amended Agreement between the Boeing Company and the Coast Community College District to Provide Courses and Programs to Boeing Employees

On a motion by Mr. Patterson and seconded by Mr. Venegas, the Board voted to approve the Amended Agreement between the Boeing Company and the Coast Community College District to provide fee-based and credit bearing courses to Boeing's employees through Boeing's Preferred School Partner (PSP) Program and in coordination with Boeing's Learning Together Program (LTP). The Board President, or designee, is authorized to sign the Amended Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None.

Motion carried with the following vote:

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

22.05 Authorization to Enter into a Lease Agreement between Pelican Center LP, a California Limited Partnership and Coast Community College District

On a motion by Mr. Patterson and seconded by Mr. Venegas, the Board voted to approve the Lease Agreement between Pelican Center LP, a California Limited Partnership and Coast Community College District. The term of this Agreement is for a period of sixty (60) months beginning June 1, 2012 through May 31, 2017. The Board President, or designee, is authorized to sign the Agreement.

Fiscal Review and Impact: Annual Base Rent \$96,000. Funding from General fund.

Motion carried with the following vote:

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

22.06 CCC - Authorization to Enter into a Service Provider Agreement between the Los Angeles Division of Time Warner Cable and Coast Community College District to Provide Customer with a Mesh Metro Ethernet Network

On a motion by Mr. Patterson and seconded by Mr. Grant, the Board voted to approve the Service Provider Agreement between the Los Angeles Division of Time Warner Cable with offices located at 17777 Center Court Drive, Cerritos, CA 90703 and the Coast Community College District. The term of this Agreement is from February 16, 2012 to February 15, 2017. 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: New expenditures of \$16,300 paid monthly for 60 months. Savings from cancellations of \$14,136 per month. Net cost impact of \$2,164 before the California Teleconnect Fund (CTF) discount. After the discount, the net cost impact is \$1,082 per month. Funding source is General fund. Motion carried with the following vote:

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

23.00 General Items of Business

23.01 DIS - Authorization to make Payment to Rancho Santiago Community College District for Services provided by Atkinson, Andelson, Loya, Ruud & Romo (AALRR)

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to approve payment to Rancho Santiago Community College District for services provided by Atkinson, Andelson, Loya, Ruud & Romo (AALRR).

Fiscal Impact: Equal share of 25% of legal services for the month of December 2011 in the amount of \$2,847.60.

Motion carried with the following vote:

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

24.00 Resolutions

24.01 Resolution #12-02 Authorizing Payment to Trustee Absent from Board Meeting

On a motion by Mr. Venegas and seconded by Mr. Patterson, the Board voted to approve Resolution #12-02 authorizing payment to Trustee Moreno who was absent from the Board Meeting of February 15, 2012, performing services outside the meeting for the community college district.

Motion carried with the following vote:

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

24.02 Resolution #12-03 Authorizing Payment to Trustee Absent from Board Meeting

On a motion by Mr. Venegas and seconded by Mr. Patterson, the Board voted to approve Resolution #12-03 authorizing payment to Trustee Prinsky who was absent from the Board Meeting of February 15, 2012, performing services outside the meeting for the community college district.

Motion carried with the following vote:

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

24.03 Resolution #12-04 to Increase Income and Expenditure Budget for 2011-2012

On a motion by Mr. Patterson and seconded by Mr. Grant, the Board voted to approve Resolution #12-04 to increase Income and Expenditure Budget for 2011-2012.

Motion carried with the following vote:

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

24.04 Resolution #12-05 Approving September - December 2011 Budget Transfers for 2011-2012

On a motion by Mr. Patterson and seconded by Mr. Grant, the Board voted to approve Resolution #12-05 approving September - December 2011 Budget Transfers for 2011-2012.

Motion carried with the following vote:

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

25.00 Approval of Minutes

On a motion by Mr. Patterson and seconded by Mr. Venegas, the Board voted to approve the Minutes of the Regular Meeting of February 1, 2012.

Motion carried with the following vote:

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

26.00 Close of Meeting

26.01 Adjournment

There being no further business, on a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to adjourn the meeting in memory of Ed Decker, former Dean of Coastline Community College.

The meeting adjourned at 7:56 p.m.

Motion carried with the following vote:

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

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.

Regular Meeting Minutes 2/15/12 Pg 12

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APPENDIX

Page

| Α. | Public Employment | 13-2 | :4 |
|----|-------------------|------|----|
|----|-------------------|------|----|

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, MTH = 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

| ACCREDITATION STEERING COMMITTEE MEETING | | | | | | |
|--|-------------------|-----------------|------------------------|--------------------|------------------------------------|--|
| Name | Start Date | End Date | Pay Type | Pay Rate | | |
| Holliday, Ann | 01/12/12 | 01/29/12 | EXM | \$43.55 | | |
| Jones, Nancy | 01/12/12 | 01/29/12 | EXM | \$43.55 | | |
| Lovig, Margaret | 01/12/12 | 01/29/12 | EXM | \$43.55 | | |
| Justification: Had to wait fo | r budget number | | | • • • • • • • | | |
| | | | | | | |
| INSTRUCTOR HIRING CO | | | | | | |
| <u>Name</u> | Start Date | <u>End Date</u> | <u>Pay Type</u> | <u>Pav Rate</u> | | |
| Lee, Lisa | 07/01/11 | 07/30/11 | EXM | \$43.55 | | |
| Leighton, Kenneth | 07/01/11 | 07/30/11 | EXM | \$43.55 | | |
| Montague, Judy | 07/01/11 | 07/30/11 | EXM | \$43.55 | | |
| Tsutsumida-Krampe, L | | 07/30/11 | EXM | \$43.55 | | |
| Justification: Had to wait for | budget number | | | | | |
| INSTRUCTIONAL UNIT AS | | | | | | |
| Name | Start Date | End Date | Dov Tuno | Dou Boto | Dissipling | |
| Godfrey, Donald | 01/30/12 | 05/27/12 | <u>Pay Type</u> IUH | Pay Rate | Discipline Dividina Conta Taata | |
| | | | | \$1514.00 | Building Code Tech | |
| Kuntzman, Linda | 01/30/12 | 05/27/12 | IUM | \$1514.00 | ESL | |
| Lovig, Margaret | 01/30/12 | 05/27/12 | IUM | \$ 1 514.00 | Law | |
| Lockwood, Frederick | 01/30/12 | 05/27/12 | IUM | \$1514.00 | Business | |
| *Justification: Program revi | ew was not includ | ed in the dept | chair LHE unti | late | | |
| | | | | | | |

TITLE III MATH ACADEMY

| Name | Start Date | End Date | Pay Type | Pay Rate |
|-----------------------------|-------------------|----------------------|----------|----------|
| Ryan, Mutsuno | 01/04/12 | 06/30/12 | EXH | \$29.46 |
| *Justification: Name was mi | issina from oriai | nal list of instruct | tors | |

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

Part Time Instructors Feldon, Fred Kerwin, William

GOLDEN WEST COLLEGE

| PROJECT | | | | |
|------------|---|---|--|--|
| Start Date | End Date | <u>Pay Type</u> | Pay Rate | |
| 02/16/12 | 03/29/12 | EXH | \$29.46 | |
| NTEDNOLIDO | | | | |
| - | End Date | Pay Type | Pay Rate | Discipline |
| 02/26/12 | 05/31/12 | EXM | | Automotive Tech |
| | | | • | |
| | | | | |
| | | | Pay Rate | |
| | 01/29/12 | EXM | \$43.55 | |
| y runaing | | | | |
| L | | | | |
| | <u>Start Date</u> 02/16/12 <u>NTERNSHIPS</u> <u>Start Date</u> 02/26/12 <u>Start Date</u> 10/01/11 y funding | Start Date 02/16/12End Date 03/29/12NTERNSHIPS Start Date 02/26/12End Date 05/31/12Start Date 02/26/12End Date 05/31/12Start Date 10/01/11End Date 01/29/12y funding01/29/12 | Start Date 02/16/12End Date 03/29/12Pay Type EXHNTERNSHIPS Start Date 02/26/12End Date 05/31/12Pay Type EXMStart Date 02/26/12End Date 05/31/12Pay Type EXMStart Date 10/01/11End Date 01/29/12Pay Type EXM | Start Date 02/16/12End Date 03/29/12Pay Type EXHPay Rate \$29.46VTERNSHIPS Start Date 02/26/12End Date 05/31/12Pay Type EXMPay Rate \$43.55Start Date 02/26/12End Date 05/31/12Pay Type EXMPay Rate \$43.55Start Date 10/01/11End Date 01/29/12Pay Type EXMPay Rate \$43.55 |

PRE SEASON COACHING

| Name | Start Date | End Date | Pay Type | Pay Rate |
|------------------|------------|----------|----------|----------|
| Collins, Sean | 01/01/12 | 01/29/12 | EXH | \$29.46 |
| Gleason, Patrick | 01/01/12 | 01/29/12 | EXH | \$29.46 |

| Ketcham, Christopher Prioleau, Paul Turner, Travis | 01/01/12 01/01/12 01/01/12 | 01/29/12 01/29/12 01/29/12 | EXH EXH EXH | \$29.46 \$29.46 \$29.46 | |
|--|--|----------------------------------|-------------------|-------------------------------|--|
| Justification: Paperwork lat | | | | Ψ 2 0.40 | |
| SAILING CENTER ERGO | | | | | |
| Name | Start Date | <u>End Date</u> | <u>Pay Type</u> | <u>Pay Rate</u> | |
| Prioleau, Paul | 01/30/12 | 05/27/12 | EXH | \$29.46 | |
| Justification: Paperwork lat | e from departmen | t | | | |
| PHYSICAL ED/ATHLETIC | S ALUMNI OUTRI | EACH PROGR | <u>AM</u> | | |
| <u>Name</u> | <u>Start Date</u> | End Date | <u>Pay Type</u> | <u>Pay Rate</u> | |
| Thorton, Michael | 01/30/12 | 05/27/12 | EXH | \$29.46 | |
| Justification: Paperwork red | ceived late from de | epartment | | | |
| MATH & SCIENCE CHALL | ENGE/APPEAL | | | | |
| Name | Start Date | End Date | <u>Pay Type</u> | Pay Rate | |
| Cooley, Timothy | 02/01/12 | 05/27/12 | EXM | \$43.55 | |
| Justification: Paperwork re | ceived late from d | epartment | | | |
| ESL CHALLENGE/APPEA | L | | | | |
| Name | | End Date | <u>Pay Type</u> | <u>Pay Rate</u> | |
| Barnard, Donna | 02/01/12 | 05/31/12 | EXM | \$43.55 | |
| Barton, Laurie | 02/01/12 | 05/31/12 | EXM | \$43.55 | |
| Conner, Greg | 02/01/12 | 05/31/12 | EXM | \$43.55 | |
| Goldman, Tamar | 02/01/12 | 05/31/12 | EXM | \$43.55 | |
| Justification: Paperwork red | ceived late from de | epartment | | | |
| INTERNATIONAL STUDE | NT COUNSELING | | | | |
| Name | Start Date | End Date | Pay Type | Pay Rate | |
| Montooth, Carisa | 01/30/12 | 05/27/12 | UNT | \$65.55 | |
| Weber, Daniel | 01/30/12 | 05/27/12 | UNT | \$73.94 | |
| Justification: Paperwork re | ceived late from d | epartment | | | |
| EOPS COUNSELING | | | | | |
| <u>Name</u> | Start Date | End Date | Pay Type | <u>Pay Rate</u> | |
| Tran, Julie | 01/30/12 | 05/27/12 | UNT | \$65.55 | |
| | a section of the factor for a section of the sectio | A | | | |

*Justification: Paperwork received late from department

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:

| <u>GWC</u> Name | <u>LHE</u> |
|---|------------|
| Hausey, Collette | 4.00 |
| Tran, Jamie | 3.16 |
| Justification: Late changes in assignment | s |
| Bowlby, Margot | 3.00 |
| LaMantia, Mary-Lynne | 6.00 |
| Nielsen, Donavan | 0.11 |
| Justification: Changes in instructor load s | heets |
| OCC Name | <u>LHE</u> |
| Barber, William | 1.83 |
| Hussain, Syed | 6.00 |
| Isaac, Darryl | 4.28 |
| Rodriguez, David | 1.00 |
| Justification: Late changes in assignment | s |

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.

Orange Coast College Baker, Karen

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.

Orange Coast College Blasius, Mary Ellen Goerrissen, Jan Leath-McRae, Jennifer Stewart, William

3. Full time Faculty

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

Faculty 7 1 1

Revision to salary placement; evidence of additional education

| <u>Name</u> | LOC | Title | Start Date | Plcmt |
|-----------------|--------------|--------------------------------|------------|----------|
| Lee, Adam | <u>occ</u> | Temp Instructor, Physical Educ | 01/30/12 | A-11-07* |
| *Revised from A | 1-07 | · · · | | |

4. Part time Faculty

SPRING

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. The items listed below have been submitted late for Board approval due to scheduling conflicts, last minute program requirements and student enrollments demands.

Coastline College

| <u>Name</u> Coroneus, John Crawfis, Robert Milton, Noelle Mohr, Cheryl Mungaray, Sally | LHE 5.500 3.000 4.000 2.000 1.500 |
|--|---|
| Golden West College Name Cantus, Jason Cochrane, William Duenas, Yolanda Gomez-Holbrook, Angela Hansbury, Edward Nguyen, Diemthanh Widman, Kristin Wolzinger, Renah | LHE 1.170 4.500 1.500 1.670 3.670 6.000 8.480 1.170 |
| <u>Orange Coast College</u> <u>Name</u> Anderson, Dennis | <u>LHE</u> 7.000 |

| Anglin, Marie | 10.000 |
|----------------------|--------|
| Areta, Daphane | 1.750 |
| | |
| Armstrong, Robin | 8.000 |
| Artenova, Alina | 1.667 |
| Ary, Nichole | 3.000 |
| Asad, Raymond | 3.000 |
| | 1.625 |
| Aubin, Todd | |
| Avina, Teresa | 7.000 |
| Bahti, Cynthia | 9.000 |
| Balding, Diane | 8.362 |
| Baltes, Christine | 5.250 |
| | |
| Barienbrock, Nadia | 1.500 |
| Barrett, Charles | 7.813 |
| Barton, Elizabeth | 7,500 |
| Basile, Carol | 9.000 |
| • | |
| Bayes, Chauncey | 5.500 |
| Becker, Lauren | 4.000 |
| Bednarski, Christina | 6.000 |
| Bell, John | 9.000 |
| Bereiter, Sarah | 8.000 |
| | |
| Bishop, Dennis | 4.500 |
| Borton, Robert | 3.000 |
| Bowman, David | 3.250 |
| Breit, Craig | 3.000 |
| Breit, Graig | |
| Brewer, Justin | 8.000 |
| Bright, Daniel | 6.000 |
| Broberg, Scott | 1.875 |
| Buckley, John F. | 8.000 |
| | 6.000 |
| Bullard, Barbara | |
| Callum, Oceana | 8.000 |
| Carlander, David | 8.000 |
| Carlson, Evelyn | 3.250 |
| Caron, Lionel Gerard | 7.000 |
| | |
| Chavez Jr., Hernando | 6.000 |
| Chervenak, Timothy | 3.000 |
| Civen, Isobel | 5.500 |
| Coleman, Catherine | 5.500 |
| | 8.125 |
| Collins, Sean | |
| Conley, John Michael | 4.500 |
| Contos, Aristi | 8.000 |
| Cormack, Aisling | 4.000 |
| Crachiolo, Sarah | 3.000 |
| | |
| Craig, Sandra | 8.750 |
| Dahl, Wendy | 5.000 |
| Davidson, Matthew | 6.000 |
| Dean, Mary | 4.000 |
| DeJong-Pombo, Teresa | 8,999 |
| | |
| Delgado, Carlos | 8.000 |
| Dickens, Donna | 10.000 |
| Dinger, Michelle | 3.000 |
| Douglas, Leslie | 7.500 |
| | 8.000 |
| Dowling, Lisa | |
| Doyle, Dana | 9.000 |
| Durand, Evonne | 9.750 |
| Dzida, Andrew | 6.000 |
| Eason, Armondo | 2.000 |
| | |
| Egan, James Arthur | 7.500 |
| El Soudani, Nabawia | 4.500 |
| Ellis, Dale | 2.000 |
| Ellis, Karen | 1.833 |
| Ellis, Robert | 6.750 |
| | |
| Ellison, Monti | 1.750 |
| Evans, Tracy | 9.500 |
| Fagundes, Michelle | 8.000 |
| Farmer, Ashley | 8.000 |
| Ferzacca, John | 6.833 |
| | |
| Fetchko, Lisa | 8.000 |
| | |

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| Fletcher, Jonathan | 7.883 |
|---|--|
| Forsell, Erik | 9.842 |
| Foster, Amy | 9.000 |
| | |
| Fricker, Norman | 6.000 |
| Fritzler, Amythyst | 1.750 |
| Fueger, Mary Ann | 2.063 |
| Fullmer, Stephen | 1.625 |
| Garrison, Kimberly | 8.917 |
| | |
| Genoway, Kristi Lynn | 5.333 |
| Genrich, Ashley | 4.063 |
| Gianunzio, Jennifer | 4.000 |
| Gibbs, Tim | 3.000 |
| Ciffon Buon | |
| Giffen, Ryan | 10.000 |
| Gillette, Laurie | 5.333 |
| Gitlin, Phyllis | 6.833 |
| Gleason, Patrick | 7.500 |
| Go, Marianne Ryan | 7.500 |
| | |
| Godfrey, Scott | 6.000 |
| Gonzalez, Denyee | 9.000 |
| Gonzalez, Julian | 3.250 |
| Gonzalez, Nathan | 3.000 |
| | |
| Goodwin, Ruth | 4.000 |
| Goracke, Michelle | 9.500 |
| Gorsuch, Eric | 6.000 |
| Graham, Vicki | 9.000 |
| Grane, Barbara | 9.125 |
| | |
| Gray, Jeffrey | 4.000 |
| Gray, Sarah | 8.000 |
| Green, Gladys | 0.500 |
| Green, Ulrike | 6.000 |
| Gressier, Pamela | 4.000 |
| | |
| Grey, Gene | 6.000 |
| Groendyke, Jaclyn | 3.000 |
| Grossman, Sheila | 9.000 |
| Grzeskowiak, Mark | 1.000 |
| Gulu, Michelle | 6.000 |
| • | |
| Habel, Lowell | 9.000 |
| Haduong, Thang Teddy | 3.000 |
| Haghighat, Shayma | 6.000 |
| Hamber, Franca | 5.000 |
| Hamilton, Keiko | 5.000 |
| | |
| Harlow, Megan | 3.000 |
| Hart, John Leffert | 4.500 |
| Haven, Michael | 8.000 |
| Hays, Scott | 4.000 |
| Hophy Mitchell | |
| Healy, Mitchell | 3.000 |
| Heinz Baldwin, Rene | 1.500 |
| Hesketh, John | 5.333 |
| Hesse, Douglas | 8.000 |
| Hesse, Lisa | 5.500 |
| Hewett, David | |
| • | 9.000 |
| Hitchner, Thomas | 8.000 |
| Hoffman, Gary | 8.000 |
| Holland Michael | 9.000 |
| Holt, Lorinda | 6.000 |
| Hopkins, Dustin | |
| | |
| Morton (100 | 8.000 |
| Horton, Ana | 5.000 |
| Houssels, Miriam | 5.000 5.000 |
| Houssels, Miriam | 5.000 5.000 |
| Houssels, Miriam Huang, Eleanor | 5.000 5.000 2.250 |
| Houssels, Miriam Huang, Eleanor Hulstrom, Kirk | 5.000 5.000 2.250 9.866 |
| Houssels, Miriam Huang, Eleanor Hulstrom, Kirk Hung, Emily Min-Hien | 5.000 5.000 2.250 9.866 8.916 |
| Houssels, Miriam Huang, Eleanor Hulstrom, Kirk Hung, Emily Min-Hien Hurtado, Arleen | 5.000 5.000 2.250 9.866 |
| Houssels, Miriam Huang, Eleanor Hulstrom, Kirk Hung, Emily Min-Hien | 5.000 5.000 2.250 9.866 8.916 |
| Houssels, Miriam Huang, Eleanor Hulstrom, Kirk Hung, Emily Min-Hien Hurtado, Arleen Ito, Manami | 5.000 5.000 2.250 9.866 8.916 1.750 5.000 |
| Houssels, Miriam Huang, Eleanor Hulstrom, Kirk Hung, Emily Min-Hien Hurtado, Arleen Ito, Manami Ivey, Marilyn | 5.000 5.000 2.250 9.866 8.916 1.750 5.000 3.000 |
| Houssels, Miriam Huang, Eleanor Hulstrom, Kirk Hung, Emily Min-Hien Hurtado, Arleen Ito, Manami Ivey, Marilyn Jackson, Mary | 5.000 5.000 2.250 9.866 8.916 1.750 5.000 3.000 6.500 |
| Houssels, Miriam Huang, Eleanor Hulstrom, Kirk Hung, Emily Min-Hien Hurtado, Arleen Ito, Manami Ivey, Marilyn Jackson, Mary Jalatat, Jennifer | 5.000 5.000 2.250 9.866 8.916 1.750 5.000 3.000 6.500 4.000 |
| Houssels, Miriam Huang, Eleanor Hulstrom, Kirk Hung, Emily Min-Hien Hurtado, Arleen Ito, Manami Ivey, Marilyn Jackson, Mary | 5.000 5.000 2.250 9.866 8.916 1.750 5.000 3.000 6.500 |

| Jensen, Karen Lynn | 1.750 |
|--------------------------|----------------|
| | |
| Jones, Christianne | 9.000 |
| Jones, Joyce | 3.750 |
| Jones, Kristin | 9.000 |
| Jones, Steven Fitzgerald | 4.667 |
| Kadakia, Shimonee | 8.000 |
| Kasmar, Steven | 3.375 |
| Kaufman, Bret | 4.000 |
| | |
| Keller, Patrick | 8.000 |
| Kemmerer, Marcus | 3.250 |
| Kerins, John | 7.500 |
| Ketcham, Christopher | 9.750 |
| Khan, Kathy | 5.250 |
| King, Yesenia | 6.000 |
| Klemek, Julia | 5.333 |
| Kohl, Brian | 5.333 |
| | 4.000 |
| Komenda, Virginia | |
| Koontz, Jennifer | 8.250 |
| Kowalski, James | 2.000 |
| Kreger, Maria | 5.000 |
| Krucli, Thomas | 4.000 |
| LaBounty, Jennifer | 3.000 |
| Larson, Jacqueline | 4.250 |
| Larson, Mary Ann | 4.500 |
| Law, Jerry | 6.000 |
| | |
| Lazzara, Nunzio | 8.000 |
| Ledbetter, Jaclyn | 4.000 |
| Lee, Judy Eunhee | 1.833 |
| Lee, Robin | 5.250 |
| Legaspi, Jodi | 4.063 |
| Leonard, Norman | 8.000 |
| Lewis, Brian | 9.000 |
| Lindleaf, Kenneth | 3.000 |
| Linn, Susan | 1.625 |
| | 2.250 |
| Lognion, Casey | |
| Lorigan, James | 5.250 |
| Manuck, Richard | 8.000 |
| Mariahazy, Laszlo | 7.500 |
| Markle, Gwynn | 6.000 |
| Mayor, Jeffrey | 9.000 |
| McAlear, Erin | 3.000 |
| McClure, Kristen | 8.000 |
| McComb, James | 9.000 |
| McGaughey, Christen | 4.000 |
| | |
| McLaren, Shane | 6.000 8.000 |
| McNellis, Erin | |
| Mealey, Ronald | 2.000 |
| Means, Leland | 5.333 |
| Menaker, Shana | 2.625 |
| Merlo, Adrienne | 5.000 |
| Monge, Michael | 6.000 |
| Moore, Carrie | 3.000 |
| Moriarty, Kathleen | 3.000 |
| Mullenix, Cynthia | 4.000 |
| Murdy, David | 8.333 |
| • | |
| Needham, Samar | 6.000 |
| Nelson, Louella | 8.000 |
| Nemeth, Angelika | 5.250 |
| Nielsen, Christopher | 9.000 |
| Norman, Sharon | 3.000 |
| Norris, Thomas | 6.000 |
| Nunez Vincent | 5 500 |

10.000

6.000

8.000

9.000 9.000

Nunez, Vincent

Ochwatt, Jodie

Odasso, Dave

Olds, Michael

Ogrady, Jennifer

Orourke, Shawn

Regular Meeting Minutes 2/15/12 Pg 18

.

| Ortega, John | 1.625 |
|---------------------------|----------------|
| Ott, Torii | 6.833 |
| Ottley, Rachelle | 3.250 |
| Otwell, Charles | 9.000 |
| Oxenham, Gwendolyn | 8.000 |
| Paez, Gabriel | 4.000 |
| Panaro, Scott | 1.625 |
| Parra, Jennifer | 1.750 |
| Petit, Adam Eugene | 2.666 |
| Phan, Sang | 9.000 |
| Pierce, Donna | 4.500 |
| Pifer, Heather | 6.000 |
| Pile, Randal | 8.750 |
| Pliska, Janine | 3.000 |
| Plunkett, Angela | 5.250 |
| Podraza, Courtney | 8.000 |
| Poirier-Ball, Leigh Ann | 3.000 |
| Popovich, Steven | 5.688 |
| Pridomirski, Joanne | 3.250 |
| Prioleau, Karen | 8.550 |
| Prioleau, Paul | 9.250 |
| Prothero, James | 4.000 |
| Quinn, Christopher | 9.000 |
| Quinonez, Dolores | 1.833 |
| Radovic, Anna | 9.000 |
| Raferty, Jennifer | 9.000 4.748 |
| Rawles , Dennis | 3.500 |
| Reagan, Evette | 6.000 |
| Rehm, Guenter | 3.000 |
| Reinemann, Christine | 3.000 |
| Reynolds, Michael | 6.500 |
| Rhines, Linda | 9.500 |
| Rhodehamel, Johanna | 5.250 |
| Ridnor, Rachel | 7.500 |
| Riggins, Lawerence Dwayne | 3.833 |
| Riggio, Alison | 5.460 |
| Ritchie, Karen | 5,500 |
| Robinson, Karen | 5.000 |
| Rocha-Milatovic, Giselle | 5.000 |
| Roessler, Mark | 6.000 |
| Rosen, Lugene | 4.000 |
| Rothschild-Boros, Monica | 9.000 |
| Rudmann, Brent | 9.000 |
| Russell, Janet | 4.500 |
| Sahay, Vrunda | 4.000 |
| Salessi, Susana | 5.000 |
| Salim, Linda | 5.500 |
| Samaniego, Kimberly | 8.000 |
| Sapp, Daniel | 4.875 |
| Sarzynski, Kerri | 1.900 |
| Saur, Elizabeth | 8.000 |
| Sawyer, Athena | 4.000 |
| Scachat, Carol | 3.000 |
| Scaglione, David | 8.833 |
| Scagliotti, Patricia | 1.500 |
| Scarfone, Patricia | 5.000 |
| Schriefer, Cheryl | 5.250 |
| Schumacher, Stephen | 4.500 |
| Secor, Patricia | 3.000 |
| Seiver, Christopher | 3.000 |
| Shaikh, Munir | 3.000 |
| Shriefer, Cheryl | 5.250 |
| Silva, Juan | 4.000 |
| Silva, Ronald | 6.834 |
| Skolnik, Matthew | 4.063 |
| Sloate, Barbara | 1.000 |
| | |

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| Smelser, Nadia | 8.832 |
|---------------------------------------|-------|
| Smith, Robert | 3.000 |
| Snapp, Kevin | 3.250 |
| Sparkuhl, Patrick | 5.250 |
| Stanton, Jordon | 9.000 |
| Stewart, Sue Shigeko | 1.875 |
| Strickland, Trisha | |
| - | 2.750 |
| Suh, Daniel | 7.500 |
| Surfas, Lesley | 7.500 |
| Swail, Julie | 2.750 |
| Takei, Hisano | 5.250 |
| Tangen, Kenneth | 6.000 |
| Tate, Peter | 8.000 |
| Taylor, Hiba | 4.000 |
| Taylor, Joshua | 3.000 |
| Thomas, Noah | 5.333 |
| Thorton, Michael | 5.688 |
| Tierney, James | 9.000 |
| Townsend, Toby | 6.000 |
| Tran, Duy | 5.688 |
| Tregia, Jessica | 8.000 |
| Troup. Terence | 1.625 |
| Tsutsimida, Damian | 5.667 |
| Turner, Travis | 8.125 |
| Uribe, Peter Allen | 7.500 |
| • | 9.750 |
| Valley, Stephen Vandervis, Melinda | 6.000 |
| | 6.000 |
| Vaughn, Jennifer | |
| Vena, Laura | 8.000 |
| Villegas Silva, Patricia | 5.000 |
| Vulich, Richard | 3.000 |
| Wakim, Salena | 6.000 |
| Walls, Laura | 5.000 |
| Walsh, Erin | 8.000 |
| Westbrook, Nathan | 9.000 |
| Wikes, Nancy | 2.625 |
| Williams, Amy | 3.000 |
| Williams, Ann | 3.000 |
| Williams, Patrick | 5.250 |
| Williams, Sherry | 8.000 |
| Willis, Margie | 3.000 |
| Willis Jr, Roger | 9.000 |
| Wilson, Audrey | 1.750 |
| Wilson, Michael | 9.000 |
| Winkel, Lance | 7.000 |
| Wolf, Stephanie | 0.688 |
| Wolfson, Sandra | 5.250 |
| Wood, Joshua | 4.000 |
| Yong, Tabitha | 1.000 |
| Young, John | 1.625 |
| Zager, Christina | 9.250 |
| Zayer, Uniouna | 3.200 |

5. 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:

Promotion

| <u>Name</u> | <u>LOC</u> | <u>Title</u> | <u>Start Dt</u> | <u>Plcmt</u> | Vacancy # |
|--------------|------------|-----------------------------|-----------------|--------------|-----------|
| Wisner, Paul | GWC | Director of Fiscal Services | 02/21/12 | G-24-03 | G-009-12 |

6. 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:

New Hires

| <u>Name</u> | LOC | <u>Title</u> | Start Dt | Picmt | Vacancy # |
|-------------------------|------------|----------------------------------|------------|---------|-----------|
| Richardson, Joi | 000 | Athletic Trainer 10 month | 02/13/12* | E-55-02 | 0-011-12 |
| *Justification: Recruit | ment proce | ss concluded after previous Boar | d deadline | | |

Promotions and Transfers

| <u>Name</u> | LOC | <u>Title</u> | Start Dt | Picmt | Vacancy # |
|--------------|------|----------------------------------|----------|---------|-----------|
| Carri, Nancy | 000 | Child Care Cntr Supervisor 10 mo | 02/16/12 | G-12-04 | 0-008-12 |
| Nibeel, Anna | DIST | HR Technician | 02/16/12 | E-45-05 | D-011-12 |

7. Reclassification and Reorganization/Reassignment

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

Reorganization/Reassignments

Classified Management

| <u>Name</u> Thompson, David | LOC CCC | <u>From</u> Dir, eLearning Research & Development G-22 | <u>To</u> Dir, eLearning Application & Web Development G-24 | <u>Effective</u> 02/16/12 |
|--------------------------------|------------|--|---|------------------------------|
| | | Development G-22 | Development G-24 | |

8. 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> | Start Dt | End Dt | Plomt |
|-----------------------|------------|-----------------|---------------|-----------|----------|---------|
| Hayes, Laura | CCC | Mil Cont Ed | Special | 03/05/12 | 05/31/12 | E-45-05 |
| | | Tech Intrmed | Assignment | | | |
| Ramirez, Nancy | 000 | Staff Aide | EEO Recruit | 01/30/12* | 03/31/12 | E-54-04 |
| | | | Coordinator | | | |
| StaAna, Christine | OCC | EEO Recruit | Campus HR | 01/30/12* | 03/31/12 | E-58-05 |
| | | Coordinator | Analyst | | | |
| * Instituation: Cover | ano while | amployee out or | medical loovo | | | |

*Justification: Coverage while employee out on medical leave

Extension of End Dates for Out of Class Assignments

| <u>Name</u> | <u>LOC</u> | <u>From</u> | <u>To</u> | Action | Plcmt |
|------------------------|------------|-------------------------------|------------------------------|-----------------------------------|------------------|
| Daniel, Marion | CCC | Mil Cont Educ Tech | Mil Cont Educ Staff Aide | Extend from 02/29/12 to 05/31/12 | E-48-05 |
| Drake, Rena | ccc | Workforce Specialist | Special Assignment | Extend from 12/31/11* to 03/31/12 | E-46-03 |
| Guray, Minerva | ccc | Mil Cont Educ Tech | Mil Cont Educ Tech III | Extend from 02/29/12 to 05/31/12 | E-48-05 |
| Kuehner, Karen | GWC | Staff Assistant | Staff Assistant, Sr | Extend from 02/29/12 to 05/31/12 | E-54-05 |
| Le, Jenny | CCC | Mil Cont Educ Tech, Interm | Special Assignment | Extend from 02/29/12 to 05/31/12 | E-45-05 |
| Pollaro, Norman | GWC | Staff Assistant- Conf | Instructional Inform Tech | Extend from 02/29/12 to 03/31/12 | E-58-05 |
| Rose, Lynn | CCC | Mil Cont Educ Tech | Special Assignment | Extend from 02/29/12 to 05/31/12 | E-44-05 |
| Stewart, Kerry | ccc | Cont Ed Prgr Analyst Asst | Special Assignment | Extend from 02/29/12 to 05/30/12 | E-54 - 05 |
| Swingle, Dejah | DIST | CTE Cmty Coll Grant Coord | Educ & Grant Serv Coord | Extend from 02/29/12 to 05/27/12 | E-65-04 |
| Tran-Nguyen, Martha | CCC | Workforce Specialist | Special Assignment | Extend from 12/31/11* to 03/31/12 | E-46-05 |
| | | | | | |

*Justification: Paperwork submitted late from the department.

9. 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.

| LOC | Start Date | End Date | Funding Source | <u>Days to Work</u> |
|-----|--|--|---|---|
| CCC | 02/16/12 | 06/30/12 | 120010-850101 | M,T,W,TH,F |
| OCC | 02/16/12 | 06/30/12 | 110001-200701 | M,T,W,TH,F |
| CCC | 02/16/12 | 06/30/12 | 818030-847515 | M,T,W,TH,F |
| 000 | 02/16/12 | 06/30/12 | 110001-249200 | M,T,W,TH,F |
| 000 | 02/16/12 | 06/30/12 | 110001-200701 | M,T,W,TH,F |
| CCC | 02/16/12 | 06/30/12 | 120010-850101 | M,T,W,TH,F |
| GWC | 02/16/12 | 06/30/12 | 110001-349101 | M,T,W,TH,F |
| | 000 000 000 000 000 000 | CCC 02/16/12 OCC 02/16/12 CCC 02/16/12 OCC 02/16/12 OCC 02/16/12 OCC 02/16/12 OCC 02/16/12 OCC 02/16/12 OCC 02/16/12 | CCC 02/16/12 06/30/12 OCC 02/16/12 06/30/12 CCC 02/16/12 06/30/12 CCC 02/16/12 06/30/12 OCC 02/16/12 06/30/12 OCC 02/16/12 06/30/12 OCC 02/16/12 06/30/12 OCC 02/16/12 06/30/12 | CCC 02/16/12 06/30/12 120010-850101 OCC 02/16/12 06/30/12 110001-200701 CCC 02/16/12 06/30/12 818030-847515 OCC 02/16/12 06/30/12 110001-249200 OCC 02/16/12 06/30/12 110001-249200 OCC 02/16/12 06/30/12 120010-850101 CCC 02/16/12 06/30/12 120010-850101 |

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

| Name | LOC | Start Date | End Date | Funding Source | Days to Work |
|--------------------|-----|------------|----------|----------------|--------------|
| Bersig, Alexandria | CCC | 02/16/12 | 06/30/12 | 124029-856041 | M,T,W,TH,F |
| Cleveland, Scott | OCC | 02/16/12 | 06/30/12 | 812001-201592 | M,T,W,TH,F |
| | 000 | 02/16/12 | 06/30/12 | 110001-201591 | M,T,W,TH,F |
| | OCC | 02/16/12 | 06/30/12 | 120176-251045 | M,T,W,TH,F |
| Dohanh, Bonny | OCC | 02/16/12 | 06/30/12 | 812001-201592 | M,T,W,TH,F |
| | OCC | 02/16/12 | 06/30/12 | 110001-201591 | M,T,W,TH,F |
| | OCC | 02/16/12 | 06/30/12 | 120176-251045 | M,T,W,TH,F |
| Ferchow, David* | OCC | 02/01/12 | 06/30/12 | 812001-201592 | M,T,W,TH,F |
| | OCC | 02/01/12 | 06/30/12 | 110001-201591 | M,T,W,TH,F |
| | 000 | 02/01/12 | 06/30/12 | 120176-251045 | M,T,W,TH,F |
| Fresenius, Kelli | OCC | 02/16/12 | 06/30/12 | 812001-201592 | M,T,W,TH,F |
| | 000 | 02/16/12 | 06/30/12 | 110001-201591 | M,T,W,TH,F |
| | 000 | 02/16/12 | 06/30/12 | 120176-251045 | M,T,W,TH,F |
| Hicks, Victoria* | 000 | 02/01/12 | 06/30/12 | 812001-201592 | M,T,W,TH,F |
| | 000 | 02/01/12 | 06/30/12 | 110001-201591 | M,T,W,TH,F |
| | OCC | 02/01/12 | 06/30/12 | 120176-251045 | M,T,W,TH,F |
| Ryan, Stephanie | OCC | 03/08/12 | 06/30/12 | 110001-247700 | M,T,W,TH,F |
| Schryer, Marc | OCC | 02/16/12 | 06/30/12 | 812001-201592 | M,T,W,TH,F |
| 2 | OCC | 02/16/12 | 06/30/12 | 110001-201591 | M,T,W,TH,F |
| | OCC | 02/16/12 | 06/30/12 | 120176-251045 | M,T,W,TH,F |
| Scott, Robert | 000 | 02/16/12 | 06/30/12 | 812001-201592 | M,T,W,TH,F |
| | OCC | 02/16/12 | 06/30/12 | 110001-201591 | M,T,W,TH,F |
| | OCC | 02/16/12 | 06/30/12 | 120176-251045 | M,T,W,TH,F |
| Smith, Daniel | OCC | 02/16/12 | 06/30/12 | 812001-201592 | M,T,W,TH,F |
| | occ | 02/16/12 | 06/30/12 | 110001-201591 | M,T,W,TH,F |
| | occ | 02/16/12 | 06/30/12 | 120176-251045 | M.T.W.TH.F |
| Tehrani, Sepehr | ÖCC | 02/16/12 | 06/30/12 | 812001-201592 | M,T,W,TH,F |
| | occ | 02/16/12 | 06/30/12 | 110001-201591 | M.T.W.TH.F |
| | occ | 02/16/12 | 06/30/12 | 120176-251045 | M,T,W,TH,F |
| ** "F " D 10 1 | | | | | |

*Justification: Personnel Services received employee paperwork late

Hourly/Temporary/Professional (Non Faculty) to perform skilled technical duties such as athletic training duties, production of student newspaper, maintain online classes, provide real time captioning (in-class text) for deaf students or assist with associated student programs in one or more of the following campus departments 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> | End Date | Funding Source | <u>Days to Work</u> |
|---------------------------------|------------|-------------------|---------------|----------------|---------------------|
| Mondragon, Luis* | 000 | 02/02/12 | 06/30/12 | 812020-205401 | M,Ť,W,TH,F |
| *Justification: Personnel Servi | ces receiv | ed employee pa | aperwork late | | |

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> | Start Date | End Date | Funding Source | Days to Work |
|-----------------|------------|------------|----------|----------------|--------------|
| Bui, Lily | OCC | 02/16/12 | 06/30/12 | 812020-205401 | M,T,W,TH,F |
| Gazga, Anderson | GWC | 02/18/12 | 06/30/12 | 813015-381401 | S,SU |
| Jimenez, Javier | GWC | 02/18/12 | 06/30/12 | 813015-381401 | S,SU |
| Lopez, Eren | GWC | 02/18/12 | 06/30/12 | 813015-381401 | S,SU |
| Torres, Eddie | GWC | 02/18/12 | 06/30/12 | 813015-381401 | 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.

| Name | LOC | Start Date | End Date | Funding Source | Days to Work |
|----------------------------------|-----------|---------------|----------|----------------|--------------|
| Home-Goodwin, Janice* | GWC | 01/23/12 | 06/30/12 | 413030-386301 | M,T,W,TH,F |
| Jameson, Joseph | GWC | 02/16/12 | 06/30/12 | 813001-317102 | M,T,W,TH,F |
| McGurr, Margaret** | 000 | 02/02/12 | 06/30/12 | 812035-213004 | M,T,W,TH,F |
| *Justification: Due to construct | on close- | out timelines | | | |

**Justification: Personnel Services received employee paperwork late

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> | LOC | Start Date | End Date | Funding Source | Days to Work |
|-----------------|-----|------------|----------|----------------|--------------|
| Page, Elizabeth | CCC | 03/16/12 | 05/12/12 | 818030-847517 | M,T,W,TH,F |
| Salazar, Paul | CCC | EXTEND | 02/29/12 | 120010-850101 | M,T,W,TH,F |
| Tran, Yen | GWC | 02/03/12 | 04/16/12 | 110001-349101 | M,T,W,TH,F |
| Wall, Susan | GWC | 02/20/12 | 06/30/12 | 110001-370002 | M,T,W,TH,F |

10. 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.

Golden West College

Foy, Joanne

Orange Coast College

Kassim, Kwam Lane, Stephanie

11. Clinical Advisors/Summer

None.

12. Medical Professional Hourly Personnel

None.

13. Student Workers

It is recommended that authorization be given for the following hourly employment of either full time students enrolled in 12 or more units per semester, or part time students enrolled in less than 12 units per semester in any college work-study program, or in a work experience education program, with duties performed not to result in the displacement of any classified personnel, or impair existing services.

Golden West College

Jeffries, Myles Nguyen, Tan Tran, Vu

Regular Meeting Minutes 2/15/12 Pg 24

Orange Coast College

Arronatequi, Andrea Becerra, Belia Connor, Alan Fraser, Christopher Jesson, Janna Lai, Tung Le, Tan Leopo, Abraham Lopez, Arnoldo MacMillan, Paige Martinez, Adan McDannel, Neil Nguyen, Anh Nguyen, Oanh Nguyen, Quynh Pham, Christopher Pham, Nhi Porter, Bethany Segovia, Nancy Tang, Lily Tran, Bach Yamamoto, Leon

Special Meeting

Board of Trustees

Coast Community College District

Board Conference Room

4:00 p.m.

Thursday, February 23, 2012

MINUTES

A Special Meeting of the Board of Trustees of the Coast Community College District was held on February 23, 2012 in the Board Conference Room at the District Office.

1. Call to Order

Board President Jim Moreno called the meeting to order at 4:05 p.m.

2. Roll Call

Trustees Present: Jim Moreno, Mary Hornbuckle, Lorraine Prinsky, Jerry Patterson, and David Grant. Trustees Absent: Student Trustee Joe Venegas III was excused.

3. Opportunity for Public Comment

There were no requests to address the Board.

4. Convene to Closed Session

The Board recessed to Closed Session at 4:06 p.m. to discuss the following item:

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

Position: Chancellor

5. Reconvene to Open Session

The Board reconvened to Open Session at 6:12 p.m.

6. Report of Action from Closed Session

There was no action to report from Closed Session.

7. Adjournment

There being no further business, on a motion by Ms. Hornbuckle and seconded by Mr. Moreno the meeting was adjourned at 6:15 p.m.

Motion carried with the following vote:

Aye:Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson and Mr. GrantNo:NoneAbsent:Mr. Venegas III

Secretary of the Board of Trustees

July 1, 2011 through December 31, 2011

| Location/Date | Description | Payment / Date of Check |
|----------------------------|---------------------------------------|-------------------------|
| | | |
| | | |
| CCC Visionary Gala 5/21/11 | Injury to right foot by broken glass. | \$941.75 7/14/11 |

BP 2200 Board Authority, Responsibility and Duties

Education Code 70902 Accreditation Standard IVB.1.d, Accreditation Standard IVB.1.j

The Board of Trustees governs on behalf of the citizens of the Coast Community College District in accordance with the authority granted and duties defined in Education Code Section 70902 and accreditation standards.

The Board is committed to fulfilling its responsibilities, including, but not limited to the following:

- Represent the public interest
- Establish policies that define the institutional mission and set prudent, ethical and legal standards for college operations
- Hire and evaluate the Chancellor, Secretary of the Board and other employees as appropriate
- Appoint and oversee the work of the District General Counsel, District External Auditor and District Lobbyist
- Delegate power and authority to the chief executive to effectively lead the District
- Assure fiscal health and stability
- Monitor institutional performance and educational guality
- Advocate and protect the District

The Board has specific responsibilities, including, but not limited to the following areas:

- Approve the appointment of all District employees
- Participate in Board Committees and Auxiliary Organizations
- Advise the Student Trustee
- Issue direction to the District's chief negotiator
- Approve all attorneys and investigators that perform service to the District
- Review all personnel matters and reports concerning employee discipline
- Conduct a biannual self-evaluation exercise
- Approve college plans and programs
- Set academic standards and graduation requirements in accordance with state law and accreditation guidelines
- Adopt the District's annual budget
- Set standards for student conduct
- Approve all fees
- Authorize grants, gifts and scholarships
- Adopt the District's academic calendar
- Facilitate staff recognition activities
- Consult with the Board of Governors as necessary

Adopted xx/xx/xxxx

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Coast Community College District BOARD POLICY Chapter 2 Board of Trustees

BP 2223 Board of Trustees' Accreditation Committee

ACCJC Policy and Procedures for the Evaluation of Institutions in Multi-College/Multi-Unit Districts or Systems: Accreditation Standard IV.B.1.i BP 2715 Code of Ethics for the Board of Trustees BP 3200 Accreditation

PURPOSE

The Board of Trustees' Accreditation Committee (the "Committee") is established under the authority of the Board of Trustees and reports directly to the Board. The primary purpose of this Committee is to assist the Board of Trustees in fulfilling its responsibility for **general** oversight of the accreditation process for the Coast Community College District and its three colleges. The Committee convenes to discuss policies related to accreditation by the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges (the "Commission") and other accreditation matters as they arise.

GOALS AND OBJECTIVES

While assisting the Board of Trustees with accreditation issues, the Committee also provides an open avenue of communication between the Board of Trustees and the District's Executive Management. The Committee has the following goals and objectives including, but not limited to, the following:

- Increased awareness Board knowledge of the accreditation standards, policies and processes.
- In consultation with the Chancellor, establishment of a system of regular reporting by the colleges and the District Office to the Committee and the Board of Trustees on accreditation-related matters progress.
- Increased Accountability by the Chancellor, Colleges and the District Office to the Board of Trustees for meeting accreditation-related reporting deadlines, standards, and recommendations from accreditation evaluations. reporting deadlines and goals.
- Increased Awareness of communication between the Commission and the District and its three Colleges.

COMPOSITION OF THE ACCREDITATION COMMITTEE

The Committee was established by a vote of the Coast Community College District Board of Trustees. The Committee shall consist of two Members, a Chair and Vice-Chair, who serve alternating terms of service, each with equal voting rights. <u>Initially, one</u> Member of the Committee will serve starting December 2008 with the term ending in December 2010. The term for the second Member of the Committee shall begin in December 2008 and end in December 2011. Thereafter, Each Member of the Committee shall serve a two-year term of service on an alternating basis. Members of the Accreditation Committee shall possess or obtain a basic understanding of the accreditation process related to community colleges, and shall have a requisite interest in the accreditation issues facing the District.

The Associate Vice Chancellor for Educational Services and Technology (or an equivalent member of the Administrative staff) will consult with and advise the Committee on an ex-officio basis.

RESPONSIBILITIES

The committee is established with significant responsibilities while providing oversight and recommendations to the Board of Trustees on accreditation issues. The Committee has the following responsibilities, including but not limited to the following:

- Working with the Associate Vice Chancellor for Educational Services and **Technology**, reviews all accreditation-**related** reports.
- Monitors the accreditation status of the three colleges and reports to the Board of Trustees as appropriate.
- Assures compliance of the District with the requirements of the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges, and reports to the Board of Trustees accordingly.
- In consultation with the Chancellor, recommends to the Board of Trustees the approval of accreditation-related reports.

ETHICAL CONDUCT

Members of the Committee are expected to conduct business in the most ethical way possible and to adhere to the **BP 2715** Code of Ethics adopted by the Board of Trustees on September 5, 2007.

MEETINGS

The Committee shall meet as needed based on accreditation schedules and reporting deadlines.

REPORTING

The Accreditation Committee will report to the Board of Trustees as appropriate.

Adopted January 7, 2009 **Revised XX-XX-XXXX** Replaces CCCD Policy 010-2-18, Fall 2010

BP 2410 Board Policies Policy and Administrative Procedures

Education Code Section 70902

Board Policies

The Board of Trustees may adopt such policies as are authorized by law or are determined by the Board to be necessary and appropriate for the effective operation of the District. The Board of Trustees shall adopt written policies to convey its expectations for actions to be taken by District employees and to communicate Board philosophy and practice to the students and the public. Board policies are the governing laws of the District and are binding to the extent that they do not conflict with federal or state laws and shall be consistent with the District's collective bargaining agreements. Board Policies are to be written clearly, in a standard format, and are to include language that is compliant with accreditation standards. All District employees are expected to know and observe provisions of law and Board policies pertinent to their job responsibilities.

Board Policy Review

The Board Clerk, in consultation with the Board Secretary, is responsible for the review of all Board policies that pertain to the operations of the Board. The Chancellor or designee is responsible for the review of all other Board policies. All Board policies shall be reviewed every other four years to ensure compliance with law, accreditation standards and best practices.

Drafting, Revising and Updating Board Policies

The Board Clerk and Board Secretary shall review-draft, revise and update as necessary, all Board policies that pertain to the operations or the role of the Board ef Trustees. The Chancellor, or designee, shall review draft, revise and update as necessary other Board policies, every ether four years, with the advice and consultation of the Board President and Board Clerk. After a Board policy has been drafted, revised, or updated, the Chancellor or designee shall engage in a participatory decision-making process, if required by law or policy, to solicit comments, and the proposed new or revised Board policy shall be submitted to the Board Secretary for inclusion on the Board agenda, after review by the District's General Counsel.

Board Adoption of Board Policies

Policies of the Board may be adopted, revised, revoked, suspended, or amended at any regular or special Board meeting by a majority vote of the Board, **but**, <u>unless</u> approved by a two-thirds vote of the Board, proposed changes or additions in Board Policy shall be introduced not less than one regular meeting prior to the meeting at which action is recommended taken.

Administrative Procedures

Administrative procedures are to be issued by the Chancellor **or designee** as statements of method **or procedure** to be used **by staff** in implementing Board Policy. All administrative procedures shall be consistent with Board Policy, and upon a finding of consistency **by the Board**, shall be ratified by the Board of Trustees. When Board policies are amended, the Chancellor shall review corresponding administrative procedures to ensure **that** they conform to the revised policy.

The Chancellor shall review and, as necessary, update all administrative procedures every other four years. The Board, as it deems appropriate, may develop, revise or review specific administrative procedures to ensure their compliance with Board Policy. The Board also reserves the right to direct revisions of administrative procedures if the Board finds such procedures to be inconsistent with Board policy.

Public Access

All Board policies and administrative procedures shall be placed on the Coast Community College District website, www.cccd.edu. Copies of all policies and administrative procedures shall be readily available through the Board of Trustees' Office to Board members, District employees, students, and the public.

Adopted February 5, 2003 Revised January 20, 2010 **Revised xx/xx/xxxx** Replaces CCCD Policy 010-2-6, Fall 2010

Coast Community College District ADMINISTRATIVE PROCEDURE Chapter 2 Board of Trustees

AP 2410 Board Policies and Administrative Procedures

(See BP 2410 Board Policies and Administrative Procedures)

Format and standards

The Coast Community College District maintains membership in the Community College League of California (CCLC) policy and procedure services. Board policies and administrative procedures are to be written following the format and numbering system developed by the CCLC policy and procedure services to ensure consistency and facilitate regular revisions and updates. Board policies and administrative procedures that are in addition to those recommended by CCLC will be numbered such that conflict is avoided with the numbers assigned by the CCLC service.

<u>Responsibility and process for the initiation of new Board policies and administrative procedures or revisions of existing ones</u>

New Board policies and associated administrative procedures or revisions of existing ones can be suggested by any employee in the Coast Community College District. Individual employees will bring forth such suggestions either to their supervisor or their Academic Senate representative or the representative(s) of the appropriate bargaining units. The supervisor will then forward the suggestion to their respective Vice President or Vice Chancellor. The Vice President will forward the suggestion to the respective Vice Chancellor. If the suggestion is received by an Academic Senate member, the member will forward the suggestion to the Academic Senate President, who may choose to place the suggestion for discussion on an Academic Senate agenda or to direct it to the Chancellor or the respective Vice Chancellor (see below). If the suggestion is received by a representative of a bargaining unit, the representative will discuss with the Vice Chancellor of Human Resources and agree on the appropriate recommended course of action.

The Board of Trustees, in consultation with the Board Secretary, has overall responsibility for development or revisions of Board policies and administrative procedures related to the Board of Trustees and the District.

The Chancellor has overall responsibility for development or revisions of Board policies and administrative procedures related to the General Institution. The Chancellor may delegate this responsibility depending on the subject of the board policy/administrative procedure. The Chancellor delegates to the Vice Chancellors the overall responsibility for development or revisions of Board policies and administrative procedures that do not relate to the operations of the Board of Trustees as follows:

- Vice Chancellor of Educational Services and Technology Academic Affairs and Student Services
- Vice Chancellor of Human Resources -- Human Resources
- Vice Chancellor Administrative Services Business and Fiscal Affairs

The Chancellor and the Vice Chancellors will develop and maintain a schedule to ensure the review and update of all existing Board policies and administrative procedures on a four year cycle. The review of Board policies includes review by the full Board, even if no changes are recommended by staff, to ensure that the Board is appraised and has an opportunity to review on a regular basis all of its policies.

The Chancellor and the Vice Chancellors are responsible for monitoring changes in laws, regulations, accreditation standards, accreditation policies, or other relevant items that may affect existing Board policies and administrative procedures, or require the creation of new ones. Part of monitoring such changes will be following the CCLC updates provided twice a year (March/April and August/September).

The Board Secretary is responsible for maintaining an up-to-date inventory of all board policies and administrative procedures, and ensuring that the most recent versions are posted on a timely manner on the District website and available to the public.

Each Vice Chancellor will consult with the College Vice Presidents for their respective areas in making revisions to existing Board policies and administrative procedures or creating new ones for the respective areas noted above. The Chancellor will consult with the College Presidents and the Vice Chancellors in making revisions to existing Board policies and administrative procedures or creating new ones. All such proposed revisions or new board policies/administrative procedures will be then discussed in the Presidents' Council and then in the Chancellor's Cabinet.

The Chancellor's Cabinet will serve as the main participatory governance district-wide committee for consultation on Board policies and administrative procedures. Members of the Chancellor's Cabinet are responsible for taking to the college or district constituencies they represent the proposed revisions or new policies/procedures and bringing back the input to the Chancellor's Cabinet.

The Board Clerk, in consultation with the Board Secretary, is responsible for revising existing board policies and administrative procedures related to the Board of Trustees or creating new ones as needed and for bringing them forward for discussion and review by the full Board. Board policies and administrative procedures related to the operation or the role of the Board are not all required to undergo review and discussion in the Chancellor's Cabinet. However, all such revisions or new policies and administrative procedures that relate to or have a direct impact on college or district constituencies other than the Board will require review and discussion in the Chancellor's Cabinet.

Once the input from the Chancellor's Cabinet has been received and changes are made, as appropriate, the Chancellor and/or the respective Vice Chancellors will discuss the proposed revision or proposed new Board policy or administrative procedure with the District General Counsel to ensure consistency with pertinent laws and regulations.

Each revision of an existing policy and associated administrative procedure, if any, or new policy will be placed for First Reading on one Board agenda and for approval at a subsequent Board meeting.

Adopted xx/xx/xxxx

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BP 2510 Participation in Local Decision Making

Education Code Section 70902(a)(1), 70902(b)(7) Title 5 Sections 53200 et seq. (Academic Senate), 51023.5 (Staff), and 51023.7 (Students) Accreditation Standard IV.A

(See Administrative Procedure 2510)

The Board of Trustees has ultimate responsibility for educational quality, legal matters, and financial integrity. Indeed, it is the legal responsibility of the Board of Trustees to maintain, operate, and govern the District and its Colleges. In executing that responsibility, the Board is committed to the principles of participatory decision-making.

Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540 et seq.

Adopted xx/xx/xxxx

Coast Community College District BOARD POLICY Chapter 4 Business Operations

BP 3200 Accreditation

Accreditation Eligibility Requirement 20, Accreditation Standard IV.B.1.i BP 2223 Board of Trustees' Accreditation Committee BP 2510 Participation in Local Decision Making

(See Administrative Procedure 3200)

Consistent with the Board of Trustees' ultimate responsibility for educational quality, the Board of Trustees must be informed about and involved in the Accreditation process.

The Chancellor shall ensure the District and the Colleges comply with the accreditation process, eligibility requirements and standards of the Accrediting Commission of Community and Junior Colleges and of other District programs that seek special accreditation.

The Chancellor, working closely with the College Presidents, shall keep the Board informed of approved accrediting organizations and the status of accreditations.

The Chancellor shall ensure that the Board is involved in any accreditation process in which Board participation is required.

The Chancellor shall provide the Board with any accreditation report, all significant correspondence to and from any accrediting agency, and any actions taken or to be taken in response to recommendations in an accreditation report.

Adopted xx/xx/xxxx

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Coast Community College District BOARD POLICY Chapter 4 Business Operations

BP 3250 Institutional Planning

Accreditation Standard I.B Title 5 Sections 51008, 51010, 51027, 53003, 54220, 55080, 55190, 55250, 55510, and 56270 et seq.

(See Administrative Procedure 3250)

The Chancellor shall ensure that the District Office and the Colleges have and implement a broad-based comprehensive, systematic, and integrated system of planning that involves appropriate segments of the college community and is supported by institutional effectiveness research. All plans shall be submitted to the Board of Trustees.

The Chancellor shall submit those plans for which Board approval is required by Title 5 to the Board, as well as all other institutional plans that do not require a Board vote.

The Chancellor shall regularly inform the Board about the status of planning and the various plans.

The Chancellor shall ensure the Board has an opportunity to assist in developing the general institutional mission and goals for the comprehensive plans.

Adopted xx/xx/xxxx

Agreement No. Page 1 of 6

ORANGE COAST COLLEGE AFFILIATION AGREEMENT

THIS AGREEMENT, made this 1st day of April, 2012, pursuant to Education Code 78430 by between the trustees of the COAST COMMUNITY COLLEGE DISTRICT (CCCD) hereinafter called the "DISTRICT", 1370 Adams Avenue., Costa Mesa, CA 92626, on behalf of ORANGE COAST COLLEGE hereinafter called the "COLLEGE" and Torrance Memorial Medical Center, 3330 Lomita Boulevard, Torrance, CA 90505, hereinafter called the "MEDICAL CENTER."

WITNESSETH:

WHEREAS, the Trustees of the District have approved a program curriculum for health sciences at its ORANGE COAST COLLEGE campus which has an approved Speech-Language Pathology Assistant Program, a Diagnostic Medical Sonography and Radiologic Technology Technician Programs and such programs require clinical experience and the use of clinical facilities; and

WHEREAS, the COLLEGE program is approved/accredited by the State of California Department of Consumer Affairs, Speech-Language Pathology and Audiology Board; the Joint Review Committee on Education in Diagnostic Medical Sonography, (JRC-DMS) and in Radiologic Technology, (JRCERT); and the State of California Department of Public Health Radiologic Health Branch, (CDPH-RHB) and

WHEREAS, the MEDICAL CENTER has facilities suitable for the clinical needs of the College's programs in Speech-Language Pathology Assistant Program, Diagnostic Medical Sonography and Radiologic Technology Technician Programs and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the College's Speech-Language Pathology Assistant Program, Diagnostic Medical Sonography and Radiologic Technology Technician Programs use the facilities of the Medical Center for their advanced field experience,

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

ARTICLE 1 – REQUIREMENTS, MEDICAL CENTER:

- A. Shall permit each student who is designated by the College pursuant to Article 2A, Paragraph A, to receive clinical experience at the Medical Center and shall furnish, and permit such students, free access to appropriate clinical facilities.
- B. Shall furnish appropriate learning resources in such a manner that there will be no conflict in the use thereof between the College's students and students from other educational institutions, if any.

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- C. Shall provide staff adequate in number and quality for appropriate health care to individuals.
- D. Shall provide qualified preceptors for coordination and/or administration learning experience. Preceptors will participate in planning, assisting, and evaluating student learning experiences. Selection of preceptors will be mutually agreed upon by the College and the Medical Center.
- E. Shall be responsible for the supervision of students.
- F. Shall provide orientation to the Medical Center for students prior to beginning learning experiences.
- G. Shall meet with appropriate College faculty regularly to plan and promote effective learning experiences.
- H. Shall agree to indemnify, save harmless, and at the College's request, defend the College, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the College because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the Medical Center, its agents, or employees.
- I. Shall permit the responsible Health Care Administrator and other designated personnel to attend meetings of the College Health Advisory Committee, or Speech-Language Pathology Assistant Program, or Diagnostic Medical Sonography and Radiologic Technology Technician Programs to coordinate learning experiences provided for under this Agreement.
- J. Shall have the right, after consultation with the College, to refuse to accept for further learning experiences any of the College students who, in the Medical Center's judgment, are not participating satisfactorily in said program.
- K. Shall provide, upon request by any participating student, with such reasonable accommodations at the Medical Center as required by law in order to allow qualified disabled students to participate in the program.
- L. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the Medical Center or involving employees or agents of the Center, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the Center of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

Agreement No. Page 3 of 6

M. As a self-insured Medical Center, the Medical Center shall provide evidence of coverage in the amount of I million dollars per occurrence, 3 million dollars aggregate.

A certificate of insurance shall be available upon request of the College.

ARTICLE 2 - RESPONSIBILITIES OF THE COLLEGE:

- A. Shall designate the students who are enrolled in the Speech-Language Pathology Assistant Program, the Diagnostic Medical Sonography and Radiologic Technology Technician Programs of the COLLEGE to be assigned for learning experiences at the Medical Center in such numbers as are mutually agreed to by both parties.
- B. Shall keep all attendance and academic records of students participating in said programs.
- C. Shall certify to the Medical Center, <u>prior to the student experience</u> that students will comply with Medical Center health requirements for students:

Shall ensure that students be informed of the Medical Center health and safety requirements. The COLLEGE shall maintain student records verifying evidence of a positive Rubella titer or immunization record and a *quantitative* Varicella titer; have either completed the Hepatitis B series, is HBsAB titer positive; or has an immunization waiver on file; a record of successful completion of annual tuberculosis screening within the past twelve months; have record of a tetanus booster within the last 10 years and evidence of current influenza vaccination or signed declination on file.

Shall ensure that student will be educated on and achieved successful completion of an American Heart Association BLS-HCP course, the Medical Center Age-specific exam, Infection control exam, and the Medical Center Patient Safety Education exam. Records will be maintained by the COLLEGE and available on request.

Shall require students be educated on and sign a HIPAA Confidentiality agreement to be maintained by the COLLEGE and available upon request.

- D. Shall inform every student to conform to all applicable Medical Center policies, procedures and regulations, and all requirements and restrictions specified jointly by representatives of the COLLEGE and Agency.
- E. The COLLEGE shall provide evidence of general liability coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. A Certificate of Insurance shall be provided to the Medical Center upon request.

The COLLEGE shall maintain and show proof of professional liability insurance coverage for its students in the amount of \$1,000,000 minimum coverage (either independently or on Institution's policy) listing Medical Center as the Certificate holder."

Agreement No. Page 4 of 6

The professional liability insurance shall carry a single limit of not less than \$1,000,000 per claim and \$3,000,000 aggregate.

Students are considered by the COLLEGE to carry the status of "learners" rather than employees of <u>either</u> the COLLEGE or the MEDICAL CENTER and therefore are not eligible for Worker's Compensation Insurance. Students are required to carry their own health insurance. Proof of this insurance is required by the COLLEGE Speech-Language Pathology Assistant Program, the Diagnostic Medical Sonography and Radiologic Technology Technician Programs prior to a student being placed in an internship and available to the MEDICAL CENTER on request.

Students are not to be considered employees or agents of either the COLLEGE or the MEDICAL CENTER for any purpose, including Workers' Compensation or employee benefit programs, and the students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

F. Shall in consultation and coordination with the Vice President of Ancillary & Support Services or designee, plan for the learning experiences to be provided to students under this Agreement.

- G. Shall provide the Medical Center with the written philosophy, objectives of the Speech-Language Pathology Assistant Program, the Diagnostic Medical Sonography and Radiologic Technology Technician Programs course outline and course objectives <u>prior</u> to the student's placement in the Medical Center.
- H. Shall in consultation and coordination with the Health Care Administrator and preceptor(s), arrange for periodic conferences between appropriate representatives of the COLLEGE and Medical Center to evaluate the learning experiences provided under this Agreement.
- I. The COLLEGE agrees to indemnify, hold harmless, and defend the Medical Center, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the Medical Center because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the COLLEGE, its agents, or employees.
- J. The COLLEGE shall ensure that students maintain his or her own medical insurance. In the event of a student injury while in the performance of the Agreement, the Medical Center is not responsible for medical payments or any losses that may arise as a result of any injury or illness.
- K. The COLLEGE shall direct its students to comply with the policies and procedures of Medical Center, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 C.F.R. parts 160 and 164. Solely for the purpose of defining the trainees' role in relation to the use and

Agreement No. Page 5 of 6

disclosure of Medical Center's protected health information, the trainees are defined as members of the Medical Center's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of the Medical Center.

ARTICLE 3 – TERM OF AGREEMENT

This Agreement shall become effective on APRIL 1ST, 2012, and shall continue for three (3) year(s) until APRIL 1ST, 2015, provided, however, that it may be terminated by either party after giving the other party 90 days advanced written notice of its intent to do so; provided further, however, that such termination by the Medical Center shall not be effective, at the election of the College, as to any student who, at the date of mailing of said notice by the Agency, was participating in said program until such student has completed the program for the then current academic year. This agreement may also be terminated by either party without notice for cause.

Any written notice given under this Article 3 shall be sent by registered mail to the following persons, as the case may be:

COLLEGE:

Orange Coast College 2701 Fairview Rd. Costa Mesa, CA 92628 Name: Dennis Harkins, PhD.

Title: President

Copy to:

Coast Community College District 1370 Adams Avenue Costa Mesa, California 92626

Vice-Chancellor for Administrative Service

MEDICAL CENTER:

Torrance Memorial Medical Center

3330 Lomita Boulevard

Torrance, California 90505

Attn: Debby Kelley Vice President, Ancillary/Support Services

ARTICLE 4 – AMENDMENT OF AGREEMENT

This Agreement may, at any time, be altered, changed, or amended, by mutual agreement of the parties in writing.

ARTICLE 5 – MISCELLANEOUS

A. Both parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

Agreement No. _ Page 6 of 6

- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- D. Neither party shall have the right, directly nor indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the COLLEGE and the MEDICAL CENTER.
- E. Neither party shall discriminate in the assignment of student physical therapists, Sonography technicians or radiology technicians on the basis of race, color, disability, sex, religion, national origin, ancestry, or any other basis prohibited by law.

ARTICLE 6 - PRIOR AGREEMENTS

This Agreement represents the complete and full agreement between the Trustees and the Medical Center with respect to the matters stated herein. Any agreements or promises made which are not reflected in the written terms of this Agreement are and shall be superseded by the terms of this Agreement and shall have no effect on the terms of this Agreement.

.ORANGE COAST COLLEGE COSTA MESA, CALIFORNIA

By:

Name: Kevin Ballinger

Title: Dean, Consumer & Health Services

Date:

TORRANCE MEMORIAL MEDICAL CENTER TORRANCE, CALIFORNIA

Sephingker

Name: Debby Kelley

Title: Vice-President, Ancillary/Support Services

Date: 1/14/12

COAST COMMUNITY COLLEGE DISTRICT

Date:

Ву:_____

Name: Jerry M. Patterson

Title: President, Board of Trustees

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Clinic Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of February **14**, **2012**, or the execution of the Agreement by both parties (the "Effective Date") by and between St. Joseph Hospital of Orange ("Hospital"), and Orange Coast College ("School").

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health. Hospital operates a free standing primary care medical clinic for the treatment of low income and indigent patients known as La Amistad Family Health Center ("Clinic"). For purposes of this Agreement, Hospital and Clinic shall be collectively referred to herein as "Hospital" even though it is agreed and understood by the parties hereto that the training programs shall take place at the Clinic.

B School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of **Medical Assistant and Dental Assistant Students.** School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **RESPONSIBILITIES OF SCHOOL**

1.1 <u>Academic Responsibility</u>. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 <u>Number of Students</u>. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 <u>Orientation</u>. School shall provide orientation to all students and ensure that all 69283v1_050609 Page 1 of 7

Attachment 4

students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

1.4 <u>Discipline</u>. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.

1.5 <u>Documentation</u>. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 <u>Background Check.</u> School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 <u>Health Clearance</u>. School shall ensure that each student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training on hire and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 <u>Hospital Policies and Procedures</u>. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 <u>Supplies and Equipment</u>. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

1.10 <u>Confidentiality</u>. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 <u>Insurance</u>. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Page 2 of 7

Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.12 <u>Indemnification</u>. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

1.13 <u>Accreditation</u>. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 <u>Access</u>. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 <u>Implementation of Program(s)</u>. Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 <u>Instruction</u>. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 <u>Accreditation</u>. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Health Services and the Joint Commission.

2.5 <u>Patient Care</u>. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

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2.6 <u>Space and Storage</u>. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

2.7 <u>Removal of Students</u>. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 <u>Documentation</u>. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.9 <u>First Aid</u>. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

2.10 <u>Statement of Adequate Staffing</u>. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.11 <u>Authority</u>. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. RELATIONSHIP OF THE PARTIES

3.1 <u>Term</u>. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

3.2 <u>Termination</u>. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 <u>Independent Contractor</u>. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any

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employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

3.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

Records. It is understood and agreed that all records, other than student evaluation 3.6 records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California. 69283v1_050609

4.5 <u>Non-Discrimination</u>. Neither party shall discriminate unlawfully against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 <u>Notices</u>. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital:

St. Joseph Hospital of Orange 1100 W. Stewart Dr. Orange, CA 92868 Attn: Katie Skelton, VP of Patient Care Services

If to School:

President-Orange Coast College_____ 2701 Fairview Rd., P.O. Box 5005 Costa Mesa, CA 92628-5005

Attn:

With a copy to:

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

4.7 <u>Severability</u>. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 <u>Waiver</u>. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

St. Joseph Hospital of Orange "HOSPITAL"

By: Its Katie Skelton, VP of Patient Care Services Date:

"SCHOOL" Orange Coast College

By: __Kevin Ballinger____ Printed Name: _____ Title: __Dean Consumer and Health Sciences__ Date: ____

Coast Community College District

BY:_____ President, Board of Trustees

.

Date: _____

OFF-CAMPUS STUDENT TRAINING AGREEMENT BETWEEN

COUNTY OF ORANGE

AND

COAST COMMUNITY COLLEGE DISTRICT AND GOLDEN WEST COLLEGE HEALTH PROFESSIONS DECEMBER 1, 2011 THROUGH NOVEMBER 30, 2016

THIS AGREEMENT is entered into this 1st day of December 2011, which date is enumerated for purposes of reference only, by and among the COUNTY OF ORANGE (COUNTY) and COAST COMMUNITY COLLEGE DISTRICT AND GOLDEN WEST COLLEGE, (UNIVERSITY). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, the UNIVERSITY has an approved and accredited curriculum in Nursing at the UNIVERSITY; and

WHEREAS, training and broader clinical learning experience through the use of off-campus facilities is required and an integral component of this curriculum; and

WHEREAS, the UNIVERSITY has heretofore approved the COUNTY as an off-campus training location; and

WHEREAS, it is to the mutual benefit of the parties hereto that assigned students of the UNIVERSITY use facilities of the COUNTY for practical training experience; and

WHEREAS, UNIVERSITY and COUNTY shall establish educational objectives for the practical training experience, devise methods for their implementation and continually evaluate the effectiveness of the training experience.

NOW, THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

Attachment 5

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| 3 | Term: December 1, 2011 t | hrough November 30, 2016 | |
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| 5 | Notices to COUNTY and | UNIVEDSITV. | |
| 6 7 | | UNIVERSITT. | |
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| 9 | COUNTY: | County of Orange Health Care Agence | су. |
| 10 | | Volunteer Services | |
| 11 | 405 West 5th Street, Suite 300 | | |
| 12 | | Building 38-C | |
| 13 | | Santa Ana, CA 92701 | |
| 14 | | | |
| 15 | | County of Orange Health Care Agence | су У |
| 16 | | Contract Development and Managem | ent |
| 17 | | 405 West 5th Street, Suite 600 | |
| 18 | | Santa Ana, CA 92701 | |
| 19 | | | |
| 20 | UNIVERSITY: | | |
| 21 | | District and Colden West College | Goldon West College |
| 22 | | ege District and Golden West College | Golden West College Health Professions |
| 23 | Nursing 1370 Adams Avenue | | 15744 Golden West Street |
| 24 | Costa Mesa, CA 92626 | | Huntington Beach, CA 92647 |
| 25 26 | | ellor, Administrative Services | |
| 27 | Telephone: | | |
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This Agreement, together with Exhibit A, attached hereto and incorporated herein by referer fully expresses all understanding of COUNTY and UNIVERSITY 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 approved and executed by both parties.

I. ALTERATION OF TERMS

II. COMPLIANCE

A. COUNTY's Health Care Agency (HCA) has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs. ADMINISTRATOR shall provide assigned student with a copy of the relevant HCA Policies and Procedures relating to the Compliance Program.

B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of Conduct for adherence by all HCA employees and contract providers has been developed. Assigned student shall be required to adhere to said HCA Code of Conduct.

C. Assigned student shall comply with the United States Department of Health and Human Services, Office of Inspector General (OIG) requirements related to eligibility for participation in federal and state health care programs.

19 1. Assigned student affirmatively asserts that they are not Ineligible Persons as defined 20 hereunder.

Assigned student further acknowledges that ADMINISTRATOR shall review at least semi annually all individual assigned students for eligibility against General Services Administration and OIG
 Parties Excluded from Federal Programs Lists and Cumulative Sanction Lists respectively to ensure that
 Ineligible Persons are not employed or retained to provide services related to this Agreement.

3. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:

a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal and state 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 and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

4. Assigned student acknowledges that Ineligible Persons are precluded from providing federally and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. COUNTY shall terminate all assigned students' placement immediately in the event that UNIVERSITY is identified as an Ineligible Person during the term of this Agreement.

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D. COMPLIANCE TRAINING - ADMINISTRATOR will provide and assigned student shall complete Compliance training when offered initially, as well as any refresher training provided on an annual basis.

E. Unless otherwise specified in this Agreement and in accordance with the Termination paragraph of this Agreement, COUNTY may terminate this assigned student's placement at will.

III. CONFIDENTIALITY

A. UNIVERSITY's assigned students shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal and state codes and regulations, as they now exist or may hereafter be amended or changed, and 42 CFR Part 2 (Confidentiality), if applicable.

B. Prior to providing any services pursuant to this Agreement, all UNIVERSITY members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns shall agree, in writing, with UNIVERSITY 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 UNIVERSITY members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

IV. <u>CONFLICT OF INTEREST</u>

The parties hereto acknowledge that UNIVERSITY may be affiliated with one or more organizations or professional practices located in Orange County. UNIVERSITY therefore warrants that it shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. Except as specified in the Services paragraph of this Agreement, UNIVERSITY shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which it 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.

V. CULTURAL COMPETENCY

UNIVERSITY's assigned students shall provide services in a language-appropriate and culturally sensitive manner which may include, but is not limited to, utilization of interpreter services or other language assistance services. Students shall participate in COUNTY-sponsored and other cultural competency training as directed by ADMINISTRATOR.

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VI. INDEMNIFICATION AND INSURANCE

A. UNIVERSITY agrees to indemnify, defend and hold COUNTY, its elected and appoint officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, including defense costs, 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 UNIVERSITY pursuant to this Agreement. If judgment is entered against UNIVERSITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, UNIVERSITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. COUNTY agrees to indemnify, defend and hold UNIVERSITY, its officers, employees, agents, 12 directors, members, shareholders and/or affiliates harmless from any claims, demands, including 13 defense costs, or liability of any kind or nature, including but not limited to personal injury or property 14 damage, arising from or related to the services, products or other performance provided by COUNTY 15 pursuant to this Agreement. If judgment is entered against COUNTY and UNIVERSITY by a court of 16 competent jurisdiction because of the concurrent active negligence of UNIVERSITY, COUNTY and 17 UNIVERSITY agree that liability will be apportioned as determined by the court. Neither party shall 18 request a jury apportionment. 19

C. Without limiting UNIVERSITY's indemnification, UNIVERSITY warrants that it is such 20 insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of 21 insurance covering its operations placed with reputable insurance companies in amounts as specified in 22 the Referenced Contract Provisions of this Agreement. Upon request by ADMINISTRATOR, 23 UNIVERSITY shall provide evidence of such insurance. 24

D. Each party agrees to provide the indemnifying party with written notification of any claim related to services provided by either party pursuant to this Agreement within thirty (30) calendar days of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation, each party shall cooperate with the indemnifying party in its defense.

E. COUNTY warrants that it is self-insured or maintains policies of insurance placed with 29 reputable insurance companies licensed to do business in the State of California which insures the perils 30 of bodily injury, medical, professional liability, and property damage. Upon request by UNIVERSITY, 31 COUNTY shall provide evidence of such insurance. 32

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VII. LICENSES AND LAWS

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

B. UNIVERSITY shall be subject to and comply with all applicable governmental laws, regulations and requirements and all internal policies and procedures of ADMINISTRATOR, as they exist now or may be hereafter amended or changed.

VIII. NONDISCRIMINATION

The parties shall not discriminate in the provision of services, the allocations 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 VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d), 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.

IX. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR;

2. When FAX transmission confirmed;

3. When sent by electronic mail; or

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4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

C. Upon notice, UNIVERSITY shall notify ADMINISTRATOR, in writing, within twenty-four hours of becoming aware of any occurrence of a serious nature which may expose COUNTY to

liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, 1 or loss or damage to any COUNTY property in possession of UNIVERSITY assigned students. 2 UNIVERSITY assigned student providing services to custody patients shall provide a copy of such 3 written notification to the Sheriff of Orange County. 4

D. Upon notice, UNIVERSITY shall also notify ADMINISTRATOR, in writing, within twenty-5 four (24) hours of becoming aware of any formal complaint filed with the applicable state licensing board or any County Clerk's Office regarding its assigned students and the nature of the complaint.

E. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

X. RESEARCH AND PUBLICATION

UNIVERSITY, or its assigned students, may request permission from ADMINISTRATOR to utilize information and data received from COUNTY or developed as a result of this Agreement for personal publication purposes provided all such information and data are sufficiently aggregated to ensure that no individual identification of patients is possible. Approval for such personal use shall not be unreasonably withheld by ADMINISTRATOR. Any publication of such information and data by UNIVERSITY, or its assigned students, shall acknowledge contribution of COUNTY and ADMINISTRATOR.

XI. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

XII. TERM

A. This specific Agreement with UNIVERSITY is only one of several agreements to which the term of this Master Agreement applies. The term of this Master Agreement shall commence on December 1, 2011 and terminate on November 30, 2016; provided, however, that the specific term for UNIVERSITY shall be as specified in the Referenced Contract Provisions of this Agreement; and provided further that the parties shall continue to be obligated to comply with the requirements and perform the duties specified in this Agreement. Such duties include, but are not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

| 1 | XIII. <u>TERMINATION</u> | | |
|----|--|--|--|
| 2 | A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days | | |
| 3 | written notice given the other party. | | |
| 4 | B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon | | |
| 5 | five (5) calendar days written notice if UNIVERSITY fails to perform any of the terms of this | | |
| 6 | Agreement. At ADMINISTRATOR's sole discretion, UNIVERSITY may be allowed up to thirty (30) | | |
| 7 | calendar days for corrective action. | | |
| 8 | C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence | | |
| 9 | of any of the following events: | | |
| 10 | 1. The loss by UNIVERSITY of legal capacity. | | |
| 11 | 2. Cessation of services. | | |
| 12 | 3. The delegation or assignment of UNIVERSITY's services, operation or administration to | | |
| 13 | another entity without the prior written consent of COUNTY. | | |
| 14 | D. CONTINGENT FUNDING | | |
| 15 | 1. Any obligation of COUNTY under this Agreement is contingent upon the following: | | |
| 16 | a. The continued availability of federal, state and county funds for reimbursement of | | |
| 17 | COUNTY's expenditures, and | | |
| 18 | b. Inclusion of sufficient funding for the services hereunder in the applicable budget | | |
| 19 | approved by the Board of Supervisors. | | |
| 20 | 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate | | |
| 21 | or renegotiate this Agreement upon thirty (30) calendar days written notice given UNIVERSITY. | | |
| 22 | E. In the event this Agreement is terminated by either party, after receiving a Notice of | | |
| 23 | Termination UNIVERSITY shall do the following: | | |
| 24 | 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which | | |
| 25 | is consistent with recognized standards of quality care and prudent business practice. | | |
| 26 | 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract | | |
| 27 | performance during the remaining contract term. | | |
| 28 | 3. If records are to be transferred to COUNTY, pack and label such records in accordance | | |
| 29 | with directions provided by ADMINISTRATOR. | | |
| 30 | F. The rights and remedies of COUNTY provided in this Termination paragraph shall not be | | |
| 31 | exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. | | |
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| 33 | XIV. <u>TRANSPORTATION</u> | | |
| 34 | Neither UNIVERSITY nor COUNTY will provide transportation for assigned students between | | |
| 35 | campus of UNIVERSITY and COUNTY. Each assigned student shall be responsible for his or her | | |
| 36 | transportation between UNIVERSITY campus and COUNTY. | | |
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| 1 | XV. WAIVER OF DEFAULT OR BREACH | |
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| 2 | Waiver by COUNTY of any default by UNIVERSITY shall not be considered a waiver of | |
| 3 | subsequent default. Waiver by COUNTY of any breach by UNIVERSITY, or its assigned students, of | |
| 4 | any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by | |
| 5 | COUNTY of any default or any breach by UNIVERSITY, or its assigned students, shall not be | |
| 6 | considered a modification of the terms of this Agreement. | |
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| 8 | XVI. WORKERS' COMPENSATION | |
| 9 | Assigned students are required to carry their own health insurance. Proof of this insurance is | |
| 10 | required prior to an assigned student being placed in an internship. Assigned students are not to be | |
| 11 | considered employees or agents of either UNIVERSITY or COUNTY for any purpose, including | |
| 12 | Workers' Compensation or employee benefit programs, and the assigned students shall not be entitled to | |
| 13 | any monetary remuneration for services performed by them in the course of their training. | |
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| 1 2 | IN WITNESS WHEREOF, the parties have execu State of California. | ed this Agreement, in the County of Orange, |
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| 4 | COAST COMMUNITY COLLEGE DISTRICT | AND GOLDEN WEST COLLEGE. |
| 5 | HEALTH PROFESSIONS | |
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| 10 | TITLE: | DATED: |
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| 13 | BY: | PRINTED NAME: |
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| 20 | COUNTY OF ORANGE | |
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| 22 | BY: | DATED: |
| 23 | HEALTH CARE AGENCY | |
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| 26 27 | APPROVED AS TO FORM OFFICE OF THE | |
| 27 | COUNTY COUNSEL ORANGE COUNTY, | |
| 29 | CALIFORNIA | |
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| 31 | | DATED: 2 ? /// |
| 32 | BY: | DATED: |
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| 35 | If UNIVERSITY is a corporation, two (2) signatures are required: Executive Officer, the President or any Vice President, and one (1) | |
| 36 | Chief Financial Officer or any Assistant Treasurer. If the Agreement | nt is signed by one (1) authorized individual only, a copy |
| 37 | of the corporate resolution or by-laws whereby the board of directo behalf by his or her signature alone is required by HCA. | is has empowered said authorized individual to act on its |

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EXHIBIT A

TO AGREEMENT WITH COAST COMMUNITY COLLEGE DISTRICT AND GOLDEN WEST COLLEGE HEALTH PROFESSIONS DECEMBER 1, 2011 THROUGH NOVEMBER 30, 2016

I. UNIVERSITY OBLIGATIONS

A. UNIVERSITY shall assume responsibility for the professional preparation of the ASSIGNED student and compliance of the curriculum with the education standards set forth by accreditation standards.

B. UNIVERSITY shall establish and maintain ongoing communication with the Center Coordinator of Clinical Education of the COUNTY on items pertinent to the clinical education of assigned students enrolled in the UNIVERSITY. (Such communication might include, but is not limited to, a description of the experience, assigned student biographical information, policies, faculty qualification, etc.) On-site visits will be arranged when feasible or upon request by the COUNTY.

C. UNIVERSITY shall refer to the COUNTY only those assigned students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

D. UNIVERSITY shall inform the assigned student of the COUNTY's requirements for acceptance when applicable.

E. UNIVERSITY shall provide the COUNTY written certification concerning the assighted student's health and any immunization against communicable diseases requested by the COUNTY.

F. UNIVERSITY or assigned students shall maintain professional liability insurance coverage for any participating assigned student on a "claims-made" basis. If such insurance is required by COUNTY on an "occurrence" basis rather than a "claims-made" basis, the participating assigned student shall provide evidence of individual professional liability insurance covering the assigned student's professional activities at COUNTY under this Agreement.

G. UNIVERSITY shall supply the Center Coordinator of Clinical Education with an appropriate evaluation instrument for each assigned student's clinical education experience or to accept the instrument regularly used by the COUNTY.

H. UNIVERSITY shall have each participating assigned student provide, prior to commencement of the clinical experience, such confidential information as may be required by the COUNTY as deemed necessary for the training and guidance of the assigned students, together with the assigned student's authorization for release of such information, as required by law.

I. UNIVERSITY shall recognize that assigned students are not employees of the COUNTY or
 UNIVERSITY and they will not receive compensation from COUNTY.

36 J. UNIVERSITY shall inform assigned students that they must abide by existing rules and 37 regulations of the COUNTY.

K. UNIVERSITY shall inform assigned students that they must be cleared, if required by the COUNTY, from an absence caused by injury or illness, by a physician.

L. UNIVERSITY shall require assigned students provide evidence of health insurance coverage at the beginning of the clinical experience.

II. COUNTY OBLIGATIONS

A. COUNTY shall require all assigned students to be oriented to the COUNTY's Compliance, Confidentiality, Code of Conduct, Policies and Procedures through assigned supervisor or designee.

B. COUNTY shall designate a Center Coordinator of Clinical Education who will be responsible for the planning and implementation of the clinical education experience. The aforementioned individual shall meet the criteria established by that state's legislative and regulatory agency for the supervision of assigned students in the clinical education setting.

C. COUNTY shall provide the Center Coordinator of Clinical Education or Clinical Instructor with reasonable time to plan and implement the clinical education experience including, when feasible, time 14 to attend relevant meetings and conferences. 15

D. COUNTY shall structure the clinical experience as needed to meet the objectives of the clinical education experience and professional preparation of assigned students. The COUNTY will attempt to meet the objectives set forth by the UNIVERSITY within the constraints of the COUNTY's physical environment, patient load, and experience available.

E. COUNTY shall advise the UNIVERSITY of any changes in its personnel, operation, or policies which may affect the clinical education experience.

F. COUNTY shall provide the assigned students, whenever possible with the use of library resources, reference materials, equipment, and all other items necessary to operate the program at the COUNTY.

G. COUNTY shall provide all assigned students with a copy of the COUNTY's rules, regulations, policies, and procedures with which the assigned students are expected to comply.

H. COUNTY shall, upon reasonable request, permit UNIVERSITY and/or appropriate agencies charged with the responsibility of accrediting or approving the Nursing training program to inspect the clinical facilities, services available for clinical experience, assigned student records and other materials pertaining to the clinical training program.

COUNTY shall evaluate the performance of the assigned student on a regular basis using the 31 I. evaluation form provided by the UNIVERSITY. The COUNTY shall notify the UNIVERSITY, by at 32 least midterm, of any serious deficit noted in that assigned student's ability to accomplish the objectives 33 set forth for that clinical experience. (It will then be the mutual responsibility of the assigned student, 34 Academic Coordinator of Clinical Education and Center Coordinator of Clinical Education to devise a 35 plan by which the assigned student may be assisted to achieve the stated objectives.) 36

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1 J. COUNTY shall forward a copy of the assigned student's final written evaluation, upon 2 completion of the clinical education experience to be received by the UNIVERSITY within five 3 working days.

K. COUNTY shall agree to comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

L. COUNTY shall promptly and thoroughly investigate any complaint by any assigned student of
 unlawful discrimination or harassment at the COUNTY or involving employees or agents of the
 COUNTY, take prompt and effective remedial action when discrimination or harassment is found to
 have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of
 harassment by, against, or involving any assigned student.

M. COUNTY shall provide, upon request by any assigned student, with such reasonable accommodations at the COUNTY as required by law in order to allow qualified disabled students to participate in the program.

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California State University, Fullerton Learning Activity Placement Agreement

-This-agreement-("Agreement") is between the Trustees of the California State University on behalf of California State University, Fullerton ("University") and Coast Community College District ("Learning Site"). In consideration of the mutual promises set forth below, the University and Learning Site ("parties") agree as follows:

I. Learning Site's Responsibilities

- A. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check-in and how they log their time.
- C. Provide student with a written description of the student's tasks and responsibilities.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
- E. Inform student of the need for a background check, fingerprinting and/or a tuberculosis test; obtain the student's fingerprints, background check and/or tuberculosis test; and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.

II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
 - 1. Participate in all training required by the Learning Site.
 - 2. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
 - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - 4. Abide by the Learning Site's rules and standards of conduct.
 - 5. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
- B. The University will advise student that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation a learning activity at the Learning Site.
- C. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

III. General Provisions

A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete his/her work. At the 5 year termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

Agreement No.SL11-076

- B. The Learning Site and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- C. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- D. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- F. Students participating in a learning activity at the Learning Site are not officers, employees, agents or volunteers of the University or the Learning Site.
- G. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- H. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- I. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:

California State University Fullerton Michael Hirsch Buyer, III 657-278-5224 mhirsch@fullerton.edu LEARNING SITE:

Coast Community College District Colleen Rymas (714) 438-4606 crymas@mail.cccd.edu

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

Date

| CAL | IFORNIA S | TATE UNIV | ERSITY, |
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| FUL | LERTON | ۵ | |
| Bv | Michael | Anie | 2-13-2012 |

COAST COMMUNITY COLLEGE DISTRICT

By:

Authorized Signature

Date

Michael Hirsch, Buyer III

Printed Name & Title

Authorized Signature

Printed Name & Title

COAST COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT (MULTI-YEAR)

1. <u>Parties</u>. The Coast Community College District ("District") and <u>Jorge Sanchez</u> ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. <u>Position</u>. District hereby employs Administrator in the position of <u>Associate</u> <u>Dean, Institutional Research & Planning.</u>

3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).

5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 03/08/2012 and ending 06/30/2013. This Agreement expires on 06/30/2013 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.

6. <u>Salary.</u> The Administrator position is at the level of D-26. However, the District shall pay a salary to Administrator according to Salary Schedule at the level of D-32 y-rated (\$137,625.96), plus longevity pay of \$9,000 under Board Policy 7884, payable in equal monthly payments. Salary for a service period less than the full academic year shall be paid on a prorated basis, based on the number of work days worked, pursuant to there being 241 work days in a year. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. Work Year. The work year for this Agreement is 12 months.

8. <u>Health and Welfare Benefits.</u> District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of this Agreement.

11. <u>Retreat Rights.</u> If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Section 87458 of the *Education Code*; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

12. <u>Return to Tenured Faculty Position.</u> If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if</u> <u>Tenured.</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. <u>Buy-Out of Agreement.</u> Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

16. <u>Reassignment During the Term of the Agreement.</u> The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of District's right of reassignment, District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.

17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

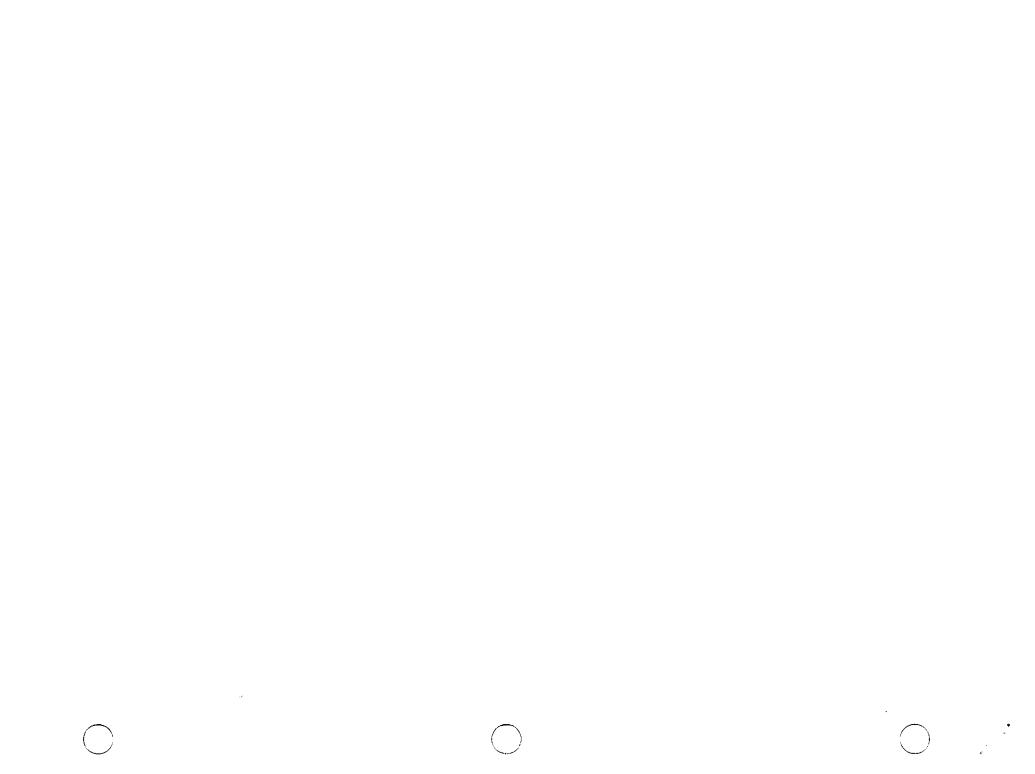
The Parties have duly executed this Agreement on the dates indicated below.

Jim Moreno President, Board of Trustees

Date

Administrator

Date



COAST COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT (MULTI-YEAR)

1. <u>Parties</u>. The Coast Community College District ("District") and <u>Robert Nash</u> ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. <u>Position</u>. District hereby employs Administrator in the position of <u>Associate</u> <u>Dean, Distance Learning & Professional Development.</u>

3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).

5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>03/08/2012</u> and ending <u>06/30/2013</u>. This Agreement expires on <u>06/30/2013</u> and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.

6. <u>Salary.</u> District shall pay a salary to Administrator according to Salary Schedule DD, Range <u>26</u> Step <u>5</u> (currently <u>\$97,667</u>), plus longevity pay of <u>\$3,000</u> under Board Policy 7884, payable in equal monthly payments. Salary for a service period less than the full academic year shall be paid on a prorated basis, based on the number of work days worked, pursuant to there being 241 work days in a year. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. Work Year. The work year for this Agreement is 12 months.

8. <u>Health and Welfare Benefits.</u> District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

Attachment 8

9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of this Agreement.

11. <u>Retreat Rights.</u> If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Section 87458 of the *Education Code*; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

12. <u>Return to Tenured Faculty Position.</u> If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.

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14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if</u> <u>Tenured.</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

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17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement**. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

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

Jim Moreno President, Board of Trustees

Date

Administrator

Date

. .

. . .

COOPERATIVE AGREEMENT NO. 11-CCC-PUENTE-32 between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA PUENTE PROJECT and COAST COMMUNITY COLLEGE DISTRICT ORANGE COAST COLLEGE FISCAL YEAR 2011-2012

THIS AGREEMENT is entered into between The Regents of the University of California, (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called "Puente"), and Coast Community College District, on behalf of Orange Coast College (hereinafter called "Recipient").

WHEREAS, The Regents administer Puente, which has established guidelines for Puente community college programs, provides training for Recipient personnel who are implementing these programs, and requires Recipients to meet certain reporting requirements; and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and The Regents have entered into a Memorandum of Understanding (MOU) which calls for increased transfers to the University of California and expansion of Puente;

NOW THEREFORE, the parties mutually agree as follows:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2011 to June 30, 2012

II. STATEMENT OF PERFORMANCE

Recipient and Puente shall work together to continue to provide a program for educationally disadvantaged students at Orange Coast College.

The current Puente Community College Program Implementation Guidelines is incorporated into this Agreement by reference as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, Recipient, and their staffs in detail. Puente and Recipient agree to follow these Guidelines and the provisions set forth herein in conducting a Puente program. In case of inconsistencies between this Agreement and the Guidelines, this Agreement takes precedence. No changes in the Puente model shall be made without the agreement of The Regents' Puente Executive Director.

Puente will provide continued support in the form of instructor and counselor training as described in Article VI. Recipient will comply with all terms set forth in this Agreement.

III. AWARD AMOUNT AND PAYMENT

The Regents will provide mentor support funds of \$1,500 for the period stated above.

Payment of the amount stated above may be provided upon execution of this Agreement by both parties and submission of the **Certificate of Insurance**, as required by Article XII.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

IV. FINANCIAL ACCOUNTING, RECORDS, REPORTS

Attachment 9

- A. Funds provided under this Agreement are to be used for mentor activities such as field trips, meetings, orientations. Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).
- B. Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Any unexpended funds must be returned to the University of California. The check, made out to the Regents of the University of California, and remitted by August 31, 2012, to Frank Garcia, Executive Director, UCOP/Puente, 300 Lakeside Drive, 7th Floor, Oakland, CA 94612-3550.
- C. Allowable costs and financial administration shall be governed by Recipient's institutional standards and those set forth in this Agreement.
- D. Recipient shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
- E. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers, and records for three years after expiration or termination of this Agreement.
- F. Financial reports and line item budgets may be periodically requested by the Puente Executive Director for programmatic reasons.

V. RESPONSIBILITIES OF THE RECIPIENT

- A. Recipient shall offer a two-semester sequence of courses consisting of Pre-English IA (or its equivalent) in the fall 2011 and English IA (or its equivalent) in the spring 2012 for designated Puente students, who qualify using the English class assessment process for the Community College(s), and as outlined in the Puente Community College Program Implementation Guidelines.
- B. Recipient shall provide services including teaching, counseling, and mentoring components to first-year students, and counseling and follow-up services until the student transfers to a four-year college or leaves the Recipient.
- C. Recipient shall select and hire the following staff:
 - 1. A full-time Writing Instructor whose schedule enables him or her to be a full team participant over at least a one-year period (Pre-English IA, fall, and English IA, spring, courses). The Writing Instructor shall be assigned to the Puente class and shall also receive reassigned time equal to a composition class for Puente co-coordination.
 - 2. A **full-time Counselor** assigned 50% to the Puente program and 50% to general counseling. The 50% non-Puente assignment should not be for coordinating or managing another major program assignment, such as the transfer center.
 - 3. Clerical assistance for Puente of at least 10 hours a week.

In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or writing instructors will not be approved.

Teaching and counseling staff will be selected in consultation with Puente. This consultation process may include an onsite interview and/or classroom observation by Puente state or regional office staff. Recipient maintains final selection discretion.

Any changes in Recipient's teaching or counseling staff must be discussed in advance with the Puente Executive Director or his designee. Personnel changes or additions made without prior consultation may result in the Recipient paying for the cost of training the replacement staff. This cost is \$2,500 per person.

Recipient shall consult with the Puente Executive Director or his designee if any additional staff (reading and math instructors, tutorial or mentoring personnel) will be working on the Puente project.

- D. Recipient shall provide office and administrative support in accordance with the following:
 - 1. Recipient shall contribute, from its own resources or Title V funds, or through shared resources such as the transfer center, program-operating costs of at least \$5,000 for student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, office supplies, books and curriculum materials.
 - 2. Recipient is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of 2011.
 - 3. Recipient agrees to provide office space and access to a computer terminal for clerical assistance. Office and equipment shall be provided by the first day of instruction of 2011.
 - 4. Recipient is responsible for providing access to long distance and fax telephone and email services for the counselor, instructor, and person(s) providing clerical assistance to support the Puente program.
 - 5. Recipient shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The Recipient share of the Puente operating costs shall be in place by September 15, 2011.
- E. Recipient agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, residential, mandatory training in July 2011.
- F. Recipient agrees to schedule each semester a Personal Development/Guidance (PD) course taught by the Puente counselor.
- G. Recipient shall submit reports as specified by The Regents' Puente Office as described in Articles IV and VII of this Agreement.

VI. RESPONSIBILITIES OF PUENTE

- A. Training: Puente will provide the following staff development programs at no cost to Recipient:
 - 1. Puente Summer Institute: Initial mandatory training (weeklong, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Mexican American and Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.
 - 2. Ongoing training for instructors and counselors participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings as needed.
 - 3. Ongoing support and resources for training.
 - 4. Ongoing support provided by Puente regional or state office staff through site visitations, telephone, fax and email consultations.
 - 5. Instructor and counselor resource materials and mentor recruitment materials.
- B. Assessment: Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.

VII. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to: student information forms, student activities surveys, official grades for each term, student update forms, and statistics regarding the college's ethnic breakdown, retention/graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Data Collection Schedule: Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected twice each year, with forms mailed from Puente in October and April. The counselor or instructor should return the SIBF forms, the student update forms and the official grade sheets to the Puente State Office as designated below.

I. FALL TERM:

| <u>ltem</u> Student Online Registration | <u>Due Date</u> October 29, 2011 |
|---|---|
| Official Grade Sheet | End of term (instructor sends legible copy to Puente State Office) |
| 2. SPRING TERM: | |
| <u>ltem</u> Student Online Registration (new students) | <u>Due Dote</u> March 30, 2012 |
| Student Update Form (continuing students) | March 30, 2012 |
| Official Grade Sheet | End of term (instructor sends legible copy to Puente State Office) |

Please send completed forms and other data to the Puente State Office.

VIII. COLLECTION OF INFORMATION

In cases where the Recipient collects information by interview or by questionnaire from students, parents, or the public in connection with Puente, the Recipient may not, without prior written approval from The Regents, represent in any way that information is being collected by or for The Regents and Puente.

IX. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION IN THE REGENTS' PUENTE PROGRAM

The Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in the Puente program, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of The Regents and the Puente State Office. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports which describe Recipient activities.

X. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Executive Director. The Recipient must advise the Puente Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee.

Any publication produced by the Recipient which includes a description of Puente shall use **either** of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and mentoring by members of the community."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente State Office (510-987-9548).

XI. INDEMNIFICATION

Recipient shall defend, indemnify, and hold Puente, The Regents, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees, or agents.

The Regents shall defend, indemnify, and hold Recipient, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees, or agents.

XII. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

| (a) | Each Occurrence | \$1,000,000 |
|-----|---|-------------|
| (b) | Products/Completed Operations Aggregate | \$3,000,000 |
| (c) | Personal and Advertising Injury | \$1,000,000 |
| (d) | General Aggregate | \$3,000,000 |

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.

3. Workers' Compensation as required under California State law.

4. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.

6. The coverages required under this Article shall not in any way limit the liability of the Recipient.

7. The coverages referred to under (1) and (2) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for nonpayment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is rèquired. Upon the execution of this Agreement, Recipient shall furnish to the Puente State Office contact listed in Article XVI Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an Additional Insured on the applicable policies.

NOTE: Payment will be withheld until Certificate(s) of Insurance have been received by The Regents.

XIII. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the nondiscrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

XIV. TERMINATION

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party. Unexpended advance payment balances must be returned to The Regents within 60 days of termination.

XV. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XVI. PROJECT PERSONNEL AND OTHER CONTACTS

The Regents' Puente Contacts

Program Matters:

Frank García, Executive Director Puente, University of California 300 Lakeside Dr., 7th Floor Oakland, CA 94612 Email: Frank.García@ucop.edu . Phone: (510) 987-0860

Lourdes DeMattos, Contract and Grant Officer Research Policy Analysis and Coordination Office of the President, University of California IIII Franklin Street, 11th Floor, Oakland, CA 94607 Email: Lourdes.DeMattos@ucop.edu Phone: (510) 987-9850

Contractual Matters:

Recipient Contacts

Program Matters:

Fiscal Matters:

Contractual Matters:

Title Down of Lounseling + Name special Services Address 2701 Email hoham cocc. acd, edy Posta Musa, (A 92626 Phone (714 764

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Dan of Counse Title Name Special Services Costa Meser , CA 9264 Falvuiewk Address 70i GU Email 🖡 a.m Phone_

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

THE REGENT'S OF THE UNIVERSITY OF CALIFORNIA, OFFICE OF THE PRESIDENT

By: lian Moloney Name;

Title: Director, Procurement Services

Date:

COAST COMMUNITY COLLEGE DISTRICT, ON BEHALF OF ORANGE COAST COLLEGE

By: _____ Date: _____

Electronic Transcript Addendum Terms & Conditions

Effective as of the date approved by both parties, this Addendum to the Service Agreement Terms & Conditions ("Addendum") is attached to and forms an integral part of the Terms & Conditions of the original contract dated June 20, 2002, and subsequent Addenda dated January 27, 2009 executed by Credentials Inc. and Coast Community College District (Institution). Except as modified by this and prior Addenda, the terms of the remainder of the Service Agreement Terms & Conditions shall apply.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, CI and Institution agree as follows in connection with the Terms & Conditions:

Change the following paragraph to Section "3, "Pricing and Fees", of the Agreement:

"c."Electronic Transcripts:

- (i) CREDENTIALS will charge an additional fee of \$.60 per transcript for the electronic extraction and formatting of an electronic transcript using EDI, XML, or PDF format. There will be no charge to deliver an electronic transcript within an eligible receiving network.
- (ii) CREDENTIALS will charge \$.25 in addition to the \$.60 extraction to deliver an electronic transcript as a downloadable PDF to any individual, third party, or Institution outside of eligible receiving networks.
- (iii) CREDENTIALS will charge a fee of \$.25 per transcript for the receipt and conversion of an electronic transcript file into a different file format than the original format received. Any transcript that does not require any editing or modification by Credentials will be delivered at no charge.
- (iv) Institution agrees to accept and process all electronic transcripts as official documents of the Sending Institution using the Credentials' TranscriptsNetwork[™].

The fees for these optional services will be deducted from the amount collected on behalf of Institution."

| Credentials Inc. | Coast Community College District |
|------------------|---|
| Ву: | Ву: |
| Name: | Name: |
| Fitle: | Title: |
| Date: | Date: |

Credentials Order Processing Services Inc. ParkingPlus™ Permit Order Management Service Terms & Conditions

- 1. <u>Parties</u>: These Terms & Conditions of Agreement between COPSI Order Processing Services Inc. (an Illinois Corporation) 436 Frontage Road, Suite 200, Northfield, Illinois 60093 (COPSI) and Coast Community College District, Costa Mesa, California (INSTITUTION) relate to the ParkingPlus™ Permit Order Management Service (SERVICE) to be provided by COPSI to Institution during the term of this Agreement. This Agreement will become effective (the "effective date") as of the date signed by both parties.
- 2. <u>Services</u>: Acting as a contracted agent for INSTITUTION, COPSI will provide students and other users with the option of requesting parking permits electronically using ParkingPlus™, an Internet-based facility to support entry of orders and outsourced production and mailing of parking permits. COPSI will make parking permit orders electronically available to INSTITUTION on a timely and accurate basis; provide facilities to support communication with the party that ordered the permit; provide personnel of Institution with the ability to originate orders for permits; produce the permits on a timely basis and mail the permits on a timely basis. The service will be offered to students and other 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.
- 3. <u>COPSI Fees:</u> Institution will pay a shipping and handling fee of \$3.25 for each parking permit ordered using the ParkingPlus™ system. Fee applied to BOGW eligible students will be \$3.00 per permit. Orders paid for through INSTITUTION's cashiering function will be assessed a shipping and handling fee of \$2.50. Orders paid for through INSTITUTION's cashiering function and issued on campus will be assessed a fee of \$1.00. Orders placed with COPSI' Customer Service 800-Number will be subject to an additional \$5.00 operator assistance fee, which will be charged to the student requesting the parking permit.

Operator assistance fee increases, if applicable, shall be established by mutual agreement of the parties. Order handling fees are not subject to change during the term of this agreement unless INSTITUTION implements a change to its fees or fee structure.

Purchasers who use a credit card to obtain a parking permit and subsequently challenge the charge, and it is later determined that such challenge was not warranted, the purchaser shall be liable to COPSI for INSTITUTION's fees, COPSI's fees and all fees and penalties assessed by the credit card merchant processor (currently \$15.00). Upon notification of a challenged transaction, COPSI will notify the campus police and immediately "cancel" the permit on the administrative module of the ParkingPlus™ system. COPSI will attempt to recover all costs by contacting the purchaser directly and rendering an invoice for all applicable charges. If after a period of 30 days COPSI is unable to recover the applicable fees, documentation will be provided to INSTITUTION's fees.

- <u>Credit Card Processing Fees.</u> COPSI shall assume all credit card discount fees and transaction fees associated with parking permit orders processed by COPSI's ParkingPlus™ servica.
- 5. <u>Record-keeping, Reporting and Payment</u>: COPSI shall maintain records of parking permit orders taken on behalf of INSTITUTION. Such records shall indicate the identity of the individual whose parking permit was requested, the name of the party placing the order, the address to which the parking permit was sent, the vehicle description, the date of the order and the date the order was completed by the INSTITUTION.

Records required to be maintained by COPSI shall be protected from disclosure to any third parties in violation of the terms of this Agreement and be retained by COPSI for a period of no less than three years from the date the order was completed. COPSI shall make available to INSTITUTION copies of all transaction records in electronically readable form on a periodic basis to facilitate INSTITUTION's own record-keeping requirements.

Payment of monies due to INSTITUTION for its parking permit fees shall be remitted to INSTITUTION on a twice-monthly basis and shall be rendered within 10 days of the 15th and the last business day of each calendar month. COPSI will produce monthly reports detailing the transaction activity and make them available to INSTITUTION via COPSI' Registrar Support Service on the Internet.

6. <u>Agency Appointment</u>: INSTITUTION hereby appoints COPSI as its non-exclusive agent for the purpose of accepting parking permit orders; activities for which INSTITUTION is traditionally and ultimately responsible (see 34 CFR 99.3 "Educational Records"). As an agent for INSTITUTION, COPSI is subject to and must comply with the Family Educational Rights and Privacy Act of 1974 (as Amended) (FERPA) and its prohibitions against disclosure of personally identifiable information regarding students to third parties, except where permitted by the regulations of the United States Department of Education (ED). COPSI will provide security for the integrity and confidentiality of all information collected by COPSI in fulfillment of this Agreement.

- Term: The initial term of this Agreement shall be 3 years from the effective date or date of Board approval, which ever is later. This contract may be extended by mutual written agreement of the parties.
- 8. <u>Termination</u>: This Agreement will terminate:
 - (a) Upon failure of a party in breach of any material term of this Agreement to cure the breach within 30 days of delivery of a written notice of breach from the other party; or
 - (b) At any time and without cause upon 30 days written notice by INSTITUTION or 180 days written notice by COPSI delivered to the other party.
- 9. <u>Force Majeure</u>: The failure of either party to fulfill its obligations under this Agreement; including obligations of COPSI to deliver parking permit orders on behalf of INSTITUTION in a timely fashion, shall not be considered a breach of a material term of this Agreement if such failure is caused by unforeseen events beyond the control of the non-performing party, including acts of God, acts of war, rebellion or sabotage or unpreventable mechanical failure.
- 10. Audit: INSTITUTION shall have the right to undertake audits, at its expense and direction, as follows:
 - a) INSTITUTION shall have the right to inspect COPSI' books and records to the extent necessary and appropriate to assure INSTITUTION of COPSI' ability to perform its obligations under this Agreement, and
 - b) INSTITUTION shall have the right to audit COPSI' information management systems and procedures to assure that such systems and procedures meet INSTITUTION's standards of integrity, confidentiality and security.
 - c) Audits may be undertaken no more than three per year, at any time of the year during normal business hours, upon reasonable notice to COPSI of not less than 5 days.
- 11. Representations & Warranties:

COPSI represents and warrants, during the term of this Agreement that:

- a) It will be and remain in compliance with all applicable laws and regulations governing the service to be provided herewith; and
- b) It will during the term of this Agreement, assure accuracy of reports furnished by COPSI and proper management of all files to maintain system integrity, accuracy, and security.

INSTITUTION represents and warrants that during the term of this Agreement:

- a) It has authority to contract for the SERVICES provided hereunder, and
- b) It will maintain reasonable standards of performance in processing orders presented by COPSI.
- 12. <u>Mutual Indemnification</u>: Each party shall defend, indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of the Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers or employees.
- 13. Insurance: COPSI agrees to:
 - Maintain Worker's Compensation at the Statutory Limits and Comprehensive General Liability insurance in the amount of \$1,000,000.00 per occurrence with companies acceptable to INSTITUTION;
 - b) Provide the INSTITUTION with a Certificate of Insurance upon request from INSTITUTION.
- 14. <u>Confidentiality of Agreement:</u> The terms and conditions of this Agreement as well as the intellectual property and systemic capabilities of the service shall be kept confidential and shall not be disclosed to any third party except with the 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 that directing that the Agreement or 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, subject to the parties approval of the publicity material prior to distribution or publication, and the nature of the SERVICE provided.
- 15. Controlling Law: This Agreement shall be construed under the laws of the State of California.

der Processing Services Inc. Cre tials By

Name J. Jeffrev Geidermann

Title: President

sonlind

Name: <u>C.M. BRAHMBHATT, VICE CHANCELLOR</u> ADMINISTRATIVE SERVICES

Title:

NOV 0 2 2006



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," "<u>Confidentiality of Agreement</u>:'

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

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| | | |
| | | |

Name: _____

Title: _____

| Title: | | |
|--------|------|---|
| Date: | | · |

By:_____

Name: _____

436 Frontage Road, Suite 200, Northfield, IL 60093 www.credentialssolutions.com . · ·



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," "<u>Confidentiality of Agreement</u>:'

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.

Name:

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: | | | |
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| Β γ. | | | |

Title:

| Date: | | |
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| Title: | |
| | |
| Date: | |
| | |

By:_____

Attachment 11

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AMENDMENT No. 1 to STATEMENT OF WORK No. 1



This amends Statement of Work No. 1 attached as an exhibit to the General Terms of the Master Agreement between Terremark and Customer, dated May 5, 2011 (the "Agreement"). Except for matters specifically set forth herein, all terms and conditions set forth in the Agreement shall remain in full force and effect.

Customer

(

| Customer: | Coast Community College District - Coastline Community College | Contact Name: | Anthony Madel |
|-----------------|--|---------------|----------------------|
| Address: | 1370 Adams Avenue | E-Mail: | amaciel@gwc.cccd.edu |
| | Costa Mesa, CA 92626 | Phone: | (714) 895-8983 |
| Effective Date: | May 5, 2012 | Facsimile: | |
| cription | | | |

This Amendment serves to extend the Term of SOW No. 1.

Term

Commencing upon the Effective Date as set forth above, this Amendment No. 1 shall extend SOW No. 1 for a term of twelve (12) months (the "Amended Term"), unless terminated as provided for herein.

By signing below, the parties agree that this Amendment defines the services to be provided and fees to be collected by Terremark for Customer.

| Terremark North America, Inc. | | Coast Community College District - Coastline Community College | | |
|-------------------------------|--|--|------------------|--|
| Print Name: | | Print Name: | | |
| Title: | | Title: | | |
| Signature: | | Signature: | 988-869/1991-199 | |
| Date: | | Date: | | |

Attachment 12

Terremark Proprietary

1 of 1

Terremark Initials

Customer Initials

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MASTER AGREEMENT – Enterprise Cloud

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This Master Agreement shall incorporate the following General Terms and any Statements of Work that are exhibits hereinafter collectively referred to as "Agreement".

| Customer: | Coast Community College District, Coastline Community College | Contact Name: | Anthony Maciel |
|-----------------|--|-------------------|--------------------------------------|
| Address: | 1370 Adams Avenue Costa Mesa, CA 92626 | E-Mail: Phone: | amaciel@gwc.cccd.edu 714-895-8983 |
| Effective Date: | May 5, 2011 | Facsimile: | 714-895-8980 |
| General Terms | | | |

These General Terms are applicable to all services and software licenses provided by Terremark North America, Inc. ("Terremark") to Customer (collectively, the "Services").

1. Services. Terremark will provide the Services described in the Statement of Work ("SOW"). All equipment necessary to provide the Services is described in the Statement of Work (the "Equipment"). Any change in the scope of Services or additional Services engagements must be agreed upon in writing between Terremark and Customer by means of a new SOW or an Amendment to an existing SOW, and may result in additional fees and scheduling changes. Terremark will maintain the availability of the Services as set forth in the SOW.

2. Third Party Software. As part of Services, Terremark may supply to Customer or incorporate an object code version of software owned and/or licensed by a party other than Terremark ("Third Party Software"). Customer will acquire only those rights in the Third Party Software granted by applicable license and accorded by applicable law.

3. Security. Terremark will have the right, in its sole reasonable discretion, to suspend immediately any Services if deemed reasonably necessary by Terremark to prevent any harm to Terremark and its business. Terremark will provide notice and opportunity to cure if practicable depending on the nature of the breach.

Customer Materials. Any content, data, services, equipment, stomer information, software supplied by Customer, and any trademarks and domain names used by Customer (collectively, the "Customer Materials") will be the sole responsibility of Customer unless otherwise provided in the SOW. Customer has the legal right and authority to use and to authorize Terremark to use all Customer Materials, and such use will not cause a breach of any third party agreement, violate any third party intellectual property right or applicable law or regulation, or unreasonably interfere with other Terremark customers' use of the Terremark services. Customer's use of the Services will comply with all applicable laws and regulations as well as the Terremark Acceptable Use Policy ("AUP") a copy of which can be accessed at http://www.terremark.com/uploadedfiles/aup08.pdf.

Compliance. The Parties agree to adhere to all applicable Export 5. Laws and Regulations of the United States and that, absent any required prior authorization from the Office of Export Licensing, U.S. Department of Commerce, Bureau of Industry and Security ("BIS") or the U.S. Department of State, Directorate of Defense Trade Controls ("DTC"), they will not knowingly export or re-export (as defined in Part 772 of the Export Administration Regulations ("EAR") (15 C.F.R. Parts 730-774) and Part 120 of the International Traffic in Arms Regulations ("ITAR") (22 C.F.R. Parts 120-130)) directly or indirectly, through their affiliates, licensees, or subsidiaries, any of the Information (or any product, process, or service resulting directly there from) they receive under this or any ancillary agreements, to any country named in Country Groups D1, E1, or E2 in Supp.1 to Part 740 of the EAR or any other country hereafter restricted by the U.S. Law or governmental order, including destinations subject to sanctions administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"). Neither Customer, his employees, or businesses under his control (i) is a person whose property or interest in property is blocked or subject to blocking pursuant to, among others, Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit,

reaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) as nended, and Executive Order 13268 of July 3, 2002 (67 Fed. Reg. 44751 (2002)) and Executive Order 13372 of February 16, 2005 (70 Fed. Reg. 8499 (2005)), (ii) engages in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner violative of Section 2, or (iii) is a person on the list of Specially Designated Nationals or subject to the limitations or prohibitions under any other OFAC regulation or executive order. The Customer, its employees or businesses under Customer's direct control are in compliance, in all material respects, with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended.

6. Payments. Customer will pay without deduction or set-off the fees summarized on the SOW for each of the Services purchased by Customer. Invoices are delivered monthly. Terremark bills in advance for Service to be provided during the upcoming month, except for charges that are dependent upon usage of Service, which are billed in arrears. Billing for partial months is prorated based on a calendar month. All invoices are due thirty (30) days after the date of invoice. In the event that Customer does not pay each invoice within thirty (30) days and fails to remedy that late payment within ten (10) days from notice, Terremark may block Customer's administrative rights to the Services and Equipment utilized to provide the Services until such payment is made. Past due amounts bear interest at the rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on Terremark's net income) assessed on the Services.

7. Term. The Term of this Agreement will commence upon the Effective Date and continue to May 4, 2014, but will encompass any SOW agreed upon prior to May 4, 2014. Upon proper termination of this Agreement, prospective payments under this Agreement shall cease; provided, however, Terremark shall be entitled to immediate payment for periods and partial periods that occur before the effective date of termination and for which Terremark has not yet been paid.

8. Termination. In the event that Customer terminates a SOW prior to the end of the term of a SOW (or in the event that the delivery of the Services is terminated by Terremark as the result of an uncured default by Customer pursuant to Section 9b of this Agreement), Customer shall pay Terremark a termination charge in a lump sum equal to the balance of the then-current monthly fee times the number of months remaining under the SOW. The parties acknowledge that the termination charges set forth in this Section 8 are a genuine estimate of the actual damages that Terremark will suffer and are not a penalty.

9. Default and Effect of Default.

a. Default By Terremark. For the purposes of this Agreement, Terremark shall be deemed in "Default" in the event that: (i) Terremark becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization of liquidation proceeding; (ii) Terremark makes an assignment for the benefit of creditors; (iii) Terremark admits in writing its inability to pay debts when due; or (iv) Terremark fails to observe and perform any material term of this Agreement and such failure continues for a period of thirty (30) days after written notice from Customer; then Customer may (A) terminate this Agreement and any SOW in whole or in part, in which event Customer shall have no further duties or obligations thereunder, and/or (B) pursue any remedies Customer may have under this Agreement, at law or in equity.

b. Default By Customer. For the purposes of this Agreement, Customer shall be deemed in "Default" in the event that: (i) Customer becomes the subject of a voluntary or involuntary bankruptcy, insolvency,

Terremark Initials _____ Customer Initials ____

reorganization of liquidation proceeding; (ii) Customer makes an assignment for the benefit of creditors; (iii) Customer admits in writing its inability to pay debts when due; (iv) Customer fails to observe and perform any material term of this Agreement (other than payment terms) and such failure continues for a period of thirty (30) days after written notice from Terremark; or (v) Customer fails to make any payment required hereunder when due, and such failure continues for a period of thirty (30) days after written notice from Terremark; or (v) Customer fails to make any payment required hereunder when due, and such failure continues for a period of thirty (30) days after written notice from Terremark. In the event of Customer's Default hereunder, Terremark may (A) suspend performance and/or terminate this Agreement and any SOW in whole or in part, in which event Terremark shall have no further duties or obligations thereunder, and/or (B) pursue any remedies Terremark may have under this Agreement, at law or in equity.

10. Mutual Confidentiality

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Disclosure and Use Pursuant to the terms of our Mutual Nona. Disclosure Agreement ("NDA") dated May 5, 2011, both Parties agree that they have a duty to maintain the confidentiality of all matters related to our dealings between Customer and Terremark. In addition, each Party agrees that it will not use in any way, nor disclose to any third party, the other Party's confidential information, and will take reasonable precautions to protect the confidentiality of such information, at least as stringently as it takes to protect its own confidential information, but in no case will the degree of care be less than reasonable care. Nothing herein shall preclude disclosure by a Party to that Party's attorneys, accountants and employees who have a bona fide need to know the other Party's confidential information in connection with the receiving Party's performance under this Agreement. Each Party agrees to only make copies of the other's confidential information for purposes consistent with this Agreement, and each Party shall maintain on any such copies a proprietary legend or notice as contained on the original or as the disclosing Party may request. In addition to the above, Customer may distribute copies of the Master Agreement pursuant to the Brown Act and the Public Records Act.

b. Exclusions from Confidentiality Obligations Notwithstanding the confidentiality obligations required herein, neither Party's confidentiality obligations hereunder shall apply to information which: (a) is already known to the receiving Party (other than the terms of this Agreement); (b) becomes publicly available without fault of the receiving Party; (c) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure, or such confidential information is approved for release by written authorization of the Party having the rights in such confidential information; (d) is developed independently by the receiving Party without use of the disclosing Party's confidential information; or (e) is required to be disclosed by Law, provided that prior to making such required disclosure, the Party who is required to disclose the confidential information that disclosure is legally required.

11. Ownership. "Terremark Technology" means Terremark's proprietary technology, including the hardware designs, algorithms, user interface designs, architecture, documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Terremark or licensed to Terremark from a third party) used in the Services and any derivatives, improvements, enhancements or extensions of Terremark Technology conceived, reduced to practice, or developed during the term of this Agreement that are not uniquely applicable to Customer or that have general applicability in the art. Except for the rights expressly granted herein, this Agreement does not transfer from Terremark to Customer any Terremark Technology, and all right, title and interest in and to Terremark Technology will remain solely with Terremark or its licensors. Except for the rights expressly granted herein, this Agreement does not transfer from Customer to Terremark any rights in the Customer Materials. and all right, title and interest in and to Customer Materials will remain solely with Customer. Terremark and Customer each agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party. Terremark will own all right, title and interest in the hardware acquired by Terremark on its own behalf to perform Services.

12. Representations and Warranties.

a. Authority. Each of Customer and Terremark warrants to the other that (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder, (ii) the performance of its obligations and duties hereunder do not and will not violate any agreement by which it is bound, and (iii) when executed and delivered, this Agreement constitutes the legal, valid and binding agreement as to the subject matter herein between the parties.

b. Warranties.

i. By Terremark. Terremark represents and warrants that it will perform the Services in a good and workmanlike manner and that the Services will comply with quality and performance standards established under this Agreement and the applicable SOW and any SLA. Except the extent that Customer's remedies for breach of an SLA are set forthant the SLA, Terremark's sole obligation, and Customer's sole remedy, for any breach of the foregoing warranty shall be that Terremark shall, at

Terremark's option and as applicable, (A) use commercially reasonable efforts to re-perform the relevant Services or (B) provide Customer with a service credit for the fees allocable to the time period and portion of the Services affected.

ii. By Customer. Customer represents and warrants that the statements in Section 4 herein are and will continue to be true during the Term of this Agreement.

Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR A SOW, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY WARRANTIES. EXPRESS OR IMPLIED, CONCERNING ANY OTHER DELIVERABLES OF EITHER PARTY HEREUNDER, INCLUDING, BUT NOT LIMITED TO. ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN AN APPLICABLE STATEMENT OF WORK, TERREMARK PROVIDES THE THIRD PARTY SOFTWARE "AS IS" AND THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH HEREIN DO NOT APPLY TO THIRD PARTY SOFTWARE OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION TO THE EXTENT IT IS CAUSED BY SUCH THIRD PARTY SOFTWARE.

13. Indemnification.

By Terremark. Terremark agrees, at its expense, to defend or settle a. any third-party claim of infringement of U.S. patents, copyrights, trademarks or trade names resulting from Customer's use of the Services during the term of the applicable SOW, provided that Customer: (i) promptly delivers to Terremark any notices or papers served regarding such claim; (ii) provides Terremark sole control over the defense and any negotiation for its settlement or compromise; and (iii) provides such assistance as Terremark reasonably requests. Terremark will have no indemnification obligation to Customer for any infringement due to: (A) an unauthorized modification of the Services; (B) Customer's failure to promptly install an upgrade, update, or other fix or error correction provided by Terremark if prompt installation of such would have avoided the infringement; or (C) the combination of the Services with any non-Terremark product(s), software, or equipment if the Services would have avoided the infringement but for such combination. This states Customer's sole and exclusive remedy, and Terremark's sole and exclusive liability, regarding infringement of any intellectual property rights of a third party.

b. By Customer. Customer agrees, at its expense, to defend or settle (i) any third-party claim of infringement of U.S. patents, copyrights, trademarks or trade names resulting from Terremark's use of the Customer Materials during the term of the applicable SOW, and (ii) any third party claim against Terremark resulting from Customer's breach of the AUP, provided that Terremark: (A) promptly delivers to Customer any notices or papers served regarding such claim; (B) provides Customer sole control over the defense and any negotiation for its settlement or compromise; and (C) provides such assistance as Customer reasonably requests. Customer will have no indemnification obligation to Terremark for any infringement due to an unauthorized modification of the Customer Materials. This states Terremark's sole and exclusive remedy, and Customer's sole and exclusive liability, regarding infringement of any intellectual property rights of a third party.

14. Liability Limitation.

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVING, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, BASED ON CLAIMS OF THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. FURTHER, EXCEPT WITH RESPECT TO LIABILITY UNDER SECTIONS 8, 10 AND 13, AND DIRECT DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OR "OSSES THAT EXCEED, IN THE AGGREGATE, THE AMOUNT OF

ES PAID FOR SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES IN THE 60 DAY PERIOD PRIOR TO THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH DAMAGES OR LOSSES OCCURRED.

15. Assignment. This Agreement shall accrue to the benefit of and be binding upon the Parties hereto and any successor or permitted assignee or transferee. Except as expressly provided, neither Party may, or shall have the power to, assign this Agreement or delegate its obligations hereunder without the prior written consent of the other, except that either Party may assign its rights and obligations under this Agreement without the approval of the other Party: (a) to an entity which acquires all or substantially all of the assets of the assigning Party; (b) to any Affiliate, in which event the assignor shall remain liable as a guarantor of the assignee/Affiliate's performance of such Party's obligations hereunder; (c) to a successor in a merger or acquisition; or (d) as collateral to any institutional lender.

16. No Hire Provision. Unless otherwise mutually agreed by Terremark and Customer in writing, Customer agrees not to hire or to solicit the employment of any personnel directly or indirectly associated with the work effort of Terremark under any SOW during the term of such SOW and for a period of one year thereafter.

17. Notices. All notices will be deemed given as of the day received by receipted, nationwide overnight delivery service, or in the U.S. mails, postage prepaid, certified or registered, return receipt requested, to the address and attention of the representatives specified below with copy to each party's General Counsel. Notices to Customer shall be sent to: Coast Community College District, Attention: General Counsel, Jack P. Lipton, Attention: Director, Anthony Maciel, 1370 Adams Avenue, Costa Mesa, CA 92626. Terremark notices shall be sent to: Terremark North America, Inc., Attention: Legal Department, One Biscayne Tower, 2 South Biscayne Blvd., Suite 2900, Miami, FL, 33131.

18. Regulatory. If any federal agency or any state body of competent isdiction determines that any provision of this Agreement violates any oplicable rules, policies, or regulations, both Parties shall make reasonable efforts to immediately bring this Agreement into compliance and shall endeavor in those efforts to preserve for both Parties the economic benefits as reflected in this Agreement to the maximum extent possible. Terremark reserves the right to disclose information relating to your Statement of Work if required to do so by law, regulation, local, state or federal governmental request, or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Terremark, its parent, or affiliates; (b) protect and defend the rights or property of Terremark, its parent, or affiliates; or (c) act under exigent circumstances to protect the personal safety of users

Terremark Services or members of the public.

19. Insurance. Each party will keep in full force and effect during the term of this Agreement: (i) comprehensive general liability insurance in an amount not less than \$2 million per occurrence for bodily injury and property damage and (ii) workers' compensation insurance in an amount not less than that required by applicable law. Terremark will keep in full force and effect during the term of this Agreement (A) professional liability and errors and omission liability insurance covering acts, errors, omissions arising out of insured's negligence in an amount not less than \$2 million per occurrence and (B) commercial crime coverage in an amount not less than \$1 million per occurrence. Before installation of any Equipment in a Terremark data center, Customer will: (i) deliver to Terremark certificates of insurance showing the minimum levels of insurance set forth above. Customer will bear all risk of loss with respect to all Equipment.

20. Miscellaneous. Terremark is permitted to include Customer's name on a public list of existing customers. Customers on the public list may be disclosed as a customer of Terremark in earnings calls, public announcements and public disclosures. While the public list may be included in certain promotional and marketing materials, any other promotional or marketing use of Customer name will take place only with the express written consent of Customer. All other media releases relating to this Agreement or its subject matter, but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements, including the obligations of a publicly traded company, beyond the reasonable control of the disclosing Party, shall be coordinated with and shall be subject to written approval by each Party prior to release. Terremark and Customer are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer, or legal representative of the other party. Except with regard to payments due Terremark, neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control that could not be avoided by its exercise of due care. Terremark may perform any obligation pursuant to this Agreement using agents and subcontractors. This Agreement will be governed by and interpreted in accordance with California law, excluding its conflict of law principles. In the event of a lawsuit pursuant to this Agreement, the prevailing party will be entitled to its reasonable attorneys' fees in addition to any other damages and amounts awarded to it in any action pursuant to this Agreement. No waiver, amendment, or other modification of this Agreement will be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Sections of Master Agreement, including those relating to payments, this confidentiality, indemnification, and limitation of liability shall survive any expiration or termination of this Agreement. This Agreement and its schedules constitute the complete and entire statement of all terms, conditions, and representations of the agreement between Terremark and Customer with respect to its subject matter and supersede all prior writings or understandings.

By signing below, the parties agree to the Terremark Master Agreement, including all General Terms and Statement(s) of Work.

Terremark North America, Inc.

| Print Name: | Chem/ Mahaffer |
|-------------|-------------------|
| Title: | SVP Legal Affairs |
| Signature: | Cherif Mahappuy |
| Date: | 5/19/2011 |

Coast Community College District, Coastline Community College

Print Name: Jerry Patterson Title: President of the Board Signature: (Date:

STATEMENT OF WORK - Enterprise Cloud



This Statement of Work is an exhibit to the General Terms of the Master Agreement between Terremark and Customer, dated May 5, 2011, (the "Agreement") and shall incorporate any exhibits expressly attached hereto.

SOW NO. 1

| Customer | | - | | <u> </u> |
|-----------------|---|-------------------|--------------------------------------|----------|
| Customer: | Coast Community College District - Coastline Community College | Contact Name: | Anthony Maciel | |
| Address: | 1370 Adams Avenue Costa Mesa, CA 92626 | E-Mail: Phone: | amaciel@gwc.cccd.edu 714.895.8983 | |
| Effective Date: | May 5, 2011 | Facsimile: | | |

Implementation Services

Terremark will configure, implement, deploy, provision and test ("Implementation Services") the computing resources, storage resources, network resources ("Infinistructure"), support services, and the application utilized to manage the Infinistructure ("Infinicenter Application"). The Infinistructure and Infinicenter Application will be used by Terremark to provide Services ("Enterprise Cloud Services"). The Enterprise Cloud Services are documented and attached hereto as "Appendix A". Within five (5) business days for Enterprise Cloud resources or twenty-one (21) business days of the later of the execution of the Terremark Master Agreement, including all General Terms and Statement(s) of Work, the delivery and implementation of the Equipment or Data Backup and Restore Services (if applicable), or the delivery of a signed certificate of acceptance, as described below, ("Commencement Date"), Terremark will make the Enterprise Cloud Services and/or Equipment (if applicable) ready for customer use provided that Customer timely supplies all Customer Materials and necessary information to Terremark and does not modify the configuration of the Enterprise Cloud Services and/or Equipment (if applicable). Upon making the Enterprise Cloud Services ready, Customer will receive login credentials with instructions on how to activate their Enterprise Cloud account and gain access to the Infinicenter Application. No more than three (3) business days after receiving login credentials Terremark will transition Customer to standard service and support ("Activation Date"). Customer shall not be permitted to access the Enterprise Cloud Services showever, until Terremark receives all fees due hereunder (including Customer's Implementation Services Fee), any required proof of licenses for such content, and, if Customer is procuring Equipment from Terremark, Customer must provide a copy of a signed certificate of acceptance for the Equipment. Any services support provided to Customer will be billed at Terremark's current rate on a tim

At any time after Activation Date, Customer may request Terremark to provide a Professional Services engagement to perform work outside the scope of standard Implementation Services. Such request must be made and agreed upon by both parties by means of a new SOW pursuant to Section 1 of the Master Agreement. Services considered as out of scope of standard Implementation Services include, but are not limited to the following: (a) data migration services, including (i) database; (ii) mail boxes; (iii) Active Directory structure; and (iv) Customer application files; (b) Customer application implementation or development, including (i) custom code installation, development, compiling, troubleshooting or resolution; (ii) Third Party application installation or support; (iii) application and code user acceptance testing (UAT); (iv) directory services; messaging and application development and design; and (v) regulatory or compliance issues surrounding the Customer's application; (c) contractual SLA events of any kind, including (i) 24 x 7 implementation Services and support; (ii) application availability; and (iii) incident response times.

Customer will provide at no charge prompt and reasonable access to information, documentation, equipment, and personnel as requested by Terremark to facilitate Terremark's performance of the Services under this SOW. Terremark's performance is contingent upon Customer's timely and effective performance of its responsibilities, decisions and approvals.

Term

This Statement of Work will be for a term of twelve (12) months from the Effective Date (May 5, 2011) and shall extend until May 4, 2012 (the "Term").

Solution Location

| | Solution | Location | | |
|---------------------------|--|--|--|------|
| | Enterprise Cloud 10Ghz/20GB | Terremar | k - Miami | |
| Security | | | | |
| Network Security - | The following options are selected: | | | |
| Dedicated Firewa | II 🖾 Utility Firewall 🗌 Network-based IDS | Host-based IDP | Disaster Recovery Solution | None |
| Equipment and Softwa | re | | | |
| Refer to "Appendix B" for | Equipment Details, if applicable. Refer to "Appendi | ix C [*] for Software Details | , if applicable. | |
| Bandwidth | | | | |
| Bandwidth is defined as | connectivity to the public Internet. Customer agrees | to purchase Bandwidth | in an amount detailed in "Appendix A" ("Co | ommi |

Bandwidth"). Bandwidth cate connectivity to the public internet. Customer agrees to purchase Bandwidth in an amount detailed in "Appendix A" ("Committed Bandwidth"). Bandwidth cate consumption in excess of purchased amount ("Bandwidth Overage") will be charged at the rate of two (2) times the per Mbps Committed Bandwidth rate. If the Committed Bandwidth rate specified in "Appendix A" does not contain a per Mbps rate or is listed at \$0, Bandwidth Overages will be billed at \$100 per Mbps. With respect to Customer's bandwidth usage, a sampling is taken every five (5) minutes over the period of each calendar month. This sampling is taken of all inbound and outbound traffic over each customer-dedicated network port having a public Internet address. At the end of the calendar month, the highest five percent (5%) of aggregated network utilization measurements are dropped. The bandwidth utilization for that calendar month is set at the remaining highest utilization measurement. Incremental bandwidth usage calculations will be rounded up to the nearest 1 Mbps.

Resource Bursting

Resource Bursting will be defined as the Customer's ability to enable and disable the use of additional resources, such as CPU, Memory, or Storage (collectively referred to as "Bursting Resources") within the Enterprise Cloud Application above the resources detailed in "Appendix A" (referred to as "Committed Resources). Customer's ability to consume Bursting Resources is limited to the amount of excess resources available to all bursting minutes over the period of each calendar month for the amount of Bursting Resources used above the Committed Resources; commencing at the anti- the Resource Bursting option is enabled by the Customer and continues until the time the Resource Bursting option is disabled by the Customer. At the end of each calendar month, the aggregate Bursting Resources consumed at each measured sample during the month will be charged according to the following formulas using the bursting resource rates provided in the table below:

Price per measured sample = Bursting Resource Rate / (Total minutes per month / 5 Minutes); and, Aggregate Bursting price = Price per measured sample * Sum of all measured Bursting Resources

| Bursting Resources | Bursting Resource Rate |
|--------------------|------------------------|
| 1GHz CPU | \$300/Month |
| 1GB MEM (Memory) | \$300/Month |
| 1GB Storage | N/A |

Backup and Restore Services

Data Backup and Restore Services are defined as Customer's ability to backup, restore, and archive server data (files, databases, mail stores, etc) from Customer's Enterprise Cloud Services to Terremark's Data Backup and Restore Infrastructure ("Backup Infrastructure"). The Data Backup and Restore Services use a virtual or physical backup appliance(s) ("Gateway") deployed in Customer's Enterprise Cloud Services running Terremark provided backup software and are used to facilitate the transfer of data to and from Customer's Enterprise Cloud Services and the Backup Infrastructure. The Backup Infrastructure includes an online backup storage system managed by Terremark ("Primary Backup") that will be used for the purposes for storing backup data, and optionally a secondary backup storage system managed by Terremark ("Backup Archival") that may be used for rules-based archival of data backed up to Primary Backup.

Customer's understands they are fully responsible for entering and maintaining the encryption key(s). The encryption key(s) do not need to be entered each time a restore is initiated. However, if the Gateway needs to be rebuilt or whenever the backup software needs to be reloaded, the original encryption key(s) must be entered or no data can be restored. Under this condition, NO DATA CAN BE RESTORED WITHOUT THE ENCRYPTION KEY. Terremark will not manage nor be in possession of the encryption key(s) at any time.

The following Data Backup and Restore Services are included in this SOW:

Primary Backup

Customer agrees to purchase Primary Backup storage in an amount detailed in "Appendix A" ("Committed Priamary Backup"). With respect to Customer's Primary Backup usage, a report is generated at the end of each calendar month. The sum of all Primary Backup GB's stored in a given month is the calculation used for the consumption of Primary Backup. Primary Backup storage consumption in excess of purchased amount ("Primary Backup Overage") will be charged at the rate of per each additional 1GB of Primary Backup stored and billed to Customer in arrears. To support the Primary Backup Service the following Gateway option has been selected by the Customer:

Virtual Gateway

Physical Gateway

Backup Archival

Customer agrees to purchase Backup Archival storage in an amount detailed in "Appendix A" ("Committed Backup Archival"). With respect to Customer's Backup Archival usage, a report is generated at the end of each calendar month. The sum of all Backup Archival GB's stored in a given month is the calculation used for the consumption of Backup Archival. Backup Archival storage consumption in excess of purchased amount ("Backup Archival Overage") will be charged at the rate of per each additional 1GB of Backup Archival stored and billed to Customer in arrears.

Fees Summary

| Total Non-Recurring Charges | \$1,800 | |
|---------------------------------|---------|--|
| Professional Services | \$1,800 | |
| Total Monthly-Recurring Charges | \$4,235 | |
| Monthly Services - Hosting | \$3,640 | |
| Monthly Services - Network | \$145 | |
| Monthly Services - Security | \$0 | |
| Monthly Services - Storage | \$450 | |

Billing/Payment

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Terremark shall invoice Customer for the Implementation Services Fees, One-Time Charges, Equipment Purchase Fees, and Software Purchase Fees, if applicable, upon signature of this SOW. Payment for Implementation Services Fees shall be due prior to Activation Date. Payment for One-Time Charges shall be due upon receipt of invoice. Payment for Equipment and Software Purchase Fees shall be due as set forth in "Appendix B" and "Appendix C". Monthly Services Fees shall commence and be invoiced upon Activation Date and shall continue through the Term of this SOW. Monthly Subscription Software Fees shall commence, be invoiced, and be removed from invoicing as set forth in "Appendix C". Monthly Equipment Rental Fees are shall commence and be invoiced as set forth in the Rental Agreement.

Customer acknowledges that additional orders in connection with this SOW with a value of less than \$2,500 in monthly recurring or one-time charges (including, but not limited to SSL certificates, implementation services. Enterprise Cloud Services upgrades, storage upgrades, etc.) may be placed with Terremark via confirmed email received from personnel authorized by Customer to place orders. Charges will be added to the monthly invoice following placement of said order.

By signing below, the parties agree that this Statement of Work defines the services to be provided and fees to be collected by Terremark for Customer.

Terremark North America, Inc.

| Print Name: | Chary Mahaffey | |
|-------------|-----------------|---|
| Title: | SUPLEGAL AGGAIS | |
| Signature: | Cherif Mahappy- | , |
| Date: | 5/19/2011 | |

Print Name: Jerry Pattason Title: <u>Passident, Baard of Trebos</u> Signature: Jerry Satterson Date: May 16, 2011

Coast Community College District - Coastline Community College

SOW APPENDIX A - Enterprise Cloud Services



This "Appendix A" to Statement of Work No. 1 between Terremark and Customer, dated May 5, 2011, details the Terremark Enterprise Cloud Services. All components and services that comprise the Enterprise Cloud Services must be set forth herein.

erprise Cloud Services Summary

- HA Utility Firewall ٠
- HA Utility Load Balancer ٠
- 2 x Software-Client/LAN VPN .
- 5 x Public IP(s); Private IP's (DMZ/27) (INT/28) ٠
- 5 Mbps Committed Bandwidth .

- 10 GHz processing power .
- 20 GB Memory
- 500 GB Storage
- Additional 5 Public IP(s)

Enterprise Cloud Services Pricing Summary

| Total Non-Recurring Charges | \$1,800 |
|---------------------------------|---------|
| Professional Services | \$1,800 |
| Total Monthly-Recurring Charges | \$4,235 |
| Monthly Services - Hosting | \$3,640 |
| Monthly Services - Network | \$145 |
| Monthly Services - Security | \$0 |
| Monthly Services - Storage | \$450 |

Enterprise Cloud Services Pricing Detail

Enterprise Cloud 10GHz/20GB

| Description | Qty | Price | Ext. Price |
|--------------------------------------|--|--|------------|
| Virtual Machince Import | 6 | \$300 | \$1,800 |
| Total | and the second statement of the second statement of the second statement of the second statement of the second | | \$1,800 |
| thly Services - Hosting | | *** * *** *** | |
| Description | Qty | Price | Ext. Price |
| Enterprise Cloud Computing Resources | 1 | \$3,640 | \$3,640 |
| Total | | | \$3,640 |
| thly Services - Network | | | |
| Description | Qty | Price | Ext. Price |
| Enterprise Cloud Network Resources | 1 | \$145 | \$145 |
| Total | | The second s | \$145 |
| thly Services - Security | | | ····· |
| Description | Qty | Price | Ext. Price |
| Enterprise Cloud Security Resources | 1 | \$0 | \$0 |
| Total | | | \$0 |
| thly Services - Storage | a nationalization of the Antoine second of the State of t | B M. and Take a consider spectra (\$2,500) & descended from one | |
| Description | Qty | Price | Ext. Price |
| Enterprise Cloud Storage Resources | 1 | \$450 | \$450 |
| Total | and a summary of the second of the | | \$450 |

Enterprise Cloud Services Detail

Solution Name: Enterprise Cloud 10Ghz/20GB

Committed Resources

..`

Enterprise Cloud Computing Resources

| Quantity | 1 |
|------------------|--------|
| CPU Resources | 10 GHz |
| Memory Resources | 20 GB |

Storage

Enterprise Cloud Storage Resources

| Quantity 1 | |
|--------------------------------|--|
| Fiber Storage Resources 500 GB | |

Network

Enterprise Cloud Network Resources

| Quantity | 1 |
|----------------------|---|
| Bandwidth | 5 Mbps |
| Resource Bundle | 5 Public Enterprise Cloud IP's (Additional) |
| Network Resources | Enterprise Cloud HA Utility Load Balancer |
| Public IP Resources | 10 X Public IP(s) |
| Private IP Resources | Private IP's (DMZ/27) |
| Private IP Resources | Private IP's (INT/28) |

Security

Enterprise Cloud Security Resources

| Quantity | 1 |
|--------------------|--|
| Security Resources | Enterprise Cloud HA Utility Firewall |
| Security Resources | 2 X Enterprise Cloud Software Client-LAN VPN |

Professional Services

Virtual Machince Import

| Quantity | 1 |
|------------------|--|
| One-time Service | 6 X Enterprise Cloud - Virtual Machine Import (Per VM) |
| | |

SOW APPENDIX B – Equipment Summary



This "Appendix B" to Statement of Work No. 1 between Terremark and Customer, dated May 5, 2011, details the Terremark Equipment Summary. This detail describes the minimum required equipment configuration to adhere to the described Enterprise Cloud Services and Terremark's equipment configuration standards.

Customer Rental Equipment – Third Party

Customer hereby agrees that Terremark will provision the equipment detailed below.

Equipment Terms

The following terms are representative of terms set forth in the Rental Agreement between Customer and Terremark.

Equipment Detail

Customer acknowledges that the following detail may change based on changes to the Managed Devices or unidentified requirements associated with Custom Solutions. Details of the equipment are included here but shall not change or supersede those details contained in the Rental Agreement between Customer and Terremark.

Customer Rental Equipment - Terremark

Customer hereby agrees that Terremark will provision the equipment detailed below.

Equipment Terms

The following terms shall govern the payment of the Monthly Rental Fees for Equipment to be paid by Customer. In the event Customer terminates this Agreement prior to the end of the Term, all remaining Monthly Rental Fees are immediately due and payable to Terremark prior to the effective date of said termination.

Equipment Detail

Customer acknowledges that the following detail may change based on changes to the Services Solution or unidentified requirements associated with Custom Solutions. Details of the equipment are included here but shall not change or supersede those details contained in the Rental Agreement between Customer and Terremark.

___ Customer Purchased Equipment

Customer hereby agrees to purchase directly from Terremark the equipment detailed below.

Equipment Terms

Equipment Purchase Amount is exclusive of applicable shipping, handling, and/or taxes. Any costs incurred related to these items will billed to Customer based on actual costs. Payment shall be due upon receipt of invoice (Net 0).

Equipment Detail

Customer acknowledges that the following detail may change based on changes to the Managed Devices or unidentified requirements associated with Custom Solutions.

Customer Provided Equipment:

Customer hereby agrees that Customer will provision the equipment detailed below.

Equipment Detail

Customer acknowledges that the following detail may change based on changes to the Managed Devices or unidentified requirements associated with Custom Solutions.

SOW APPENDIX C – Software Summary



This "Appendix C" to Statement of Work No. 1 between Terremark and Customer, dated May 5, 2011, details the Terremark Software Summary. This detail describes the minimum required software necessary to adhere to the described Managed Devices and Terremark's software standards.

Metered Subscription Software

Terremark will make available certain server deployment templates that include pre-licensed operating systems and/or pre-licensed applications (the "Software Products"). The Software Products are provided by Terremark using various licensing models such as "Per CPU", "Per Server Access License (SAL)", or Per Server and are billed based on Software Usage ("Software Product Increments") at the rates provided within the Infinicenter Application. Prior to using the Software Products Customer agrees to accept the billing terms, prices, and all terms stated herein for each Software Product by placing a check in the acceptance box provided in the Infinicenter user interface ("Software Use Acceptance").

Metered Subscription Software Usage

Metered Subscription Software Usage is defined as the Customer's consumption of Software Products for a given time period ("In-Use") with a defined Software Usage Commencement and Termination ("Software Usage"). The Software Usage Commencement is defined as an event where the Customer consumes the Software Products and changes the status of a given server(s) through the Infinicenter Application to a successful "Powered On" state ("Software Usage Commencement"). The Software Usage Termination is defined as an event where the Customer changes that status of a given server(s) through the Infinicenter Application to a successful "Powered Off" or "Deleted" state ("Software Usage Termination"). Terremark's Infinicenter Application will be the sole entity for verification of a successful "Powered Off", or "Deleted" state for the purposes of measuring Software Usage. The quantity of Software Products In-Use during a Software Billing Cycle is equal to the sum of all individual servers that were successfull "Powered On" times the maximum number of Software Product Increments in use by Customer.

Metered Subscription Software Billing

Terremark will bill Customer in arrears for Software Usage during a given Software Billing Cycle according to prices provided within the Infinicenter Application. The billing cycle for Software Usage is defined as commencing on the first day of the given calendar month prior to the current billing cycle at 00:00:00 Coordinated Universal Time ("UTC") through the last day in that calendar month ending at 23:59:59 UTC ("Software Billing Cycle").

Terremark may change the prices charged to Customer for such Software Products on 30 days' prior written notice due to increases in the prices charged by vendor.

With reference to Microsoft Software Products, Customer hereby agrees to comply with all terms and conditions set forth in the "Customer License - Terms Notice Regarding Use Of Microsoft Software Products" as of the date hereof with respect to such Microsoft Software Products as found at http://www.microsoft.com/serviceproviders/licensing/default.asp, and to otherwise cooperate with Terremark to use the Microsoft Software Products only as authorized by Microsoft. Customer may request a copy of the Microsoft terms from Terremark at any time. Customer acknowledges that the following detail may change based on changes to the services solution or unidentified requirements associated with custom solutions.

Backup Software

The Data Backup and Restore Service uses software installed on the Gateway manufactured by Asigra Inc. This software is provided by Terremark to Customer as part of the Enterprise Cloud Services. In order to use the Data Backup and Restore Service, Customer agrees to accept the terms and conditions of the Asigra Software License Agreement as of the date hereof. Customer may request a copy of the Asigra terms from Terremark at any time. Customer acknowledges that the following detail may change based on changes to the services solution or unidentified requirements associated with custom solutions.

Customer Purchased Software

Customer agrees to acquire directly from Terremark licenses for the Third Party Software products listed below.

Software Terms

Software Purchase Amount is exclusive of applicable shipping, handling and/or taxes. Any costs incurred related to these items will be billed to Customer based on actual costs. Payment shall be due upon receipt of invoice (Net 0). Customer acknowledges that the following detail may change based on changes to the Managed Devices or unidentified requirements associated with Custom Solutions.

Software Detail

| Vendor | 1 | Title | Qty | Unit Cost | Total Cost |
|---|---|---|---|-----------|------------|
| | | | | ······ | |
| Total | | | | | \$0 |
| the second se | the second second second second second second second second | ي المردوق بي ومدارة المعد بلغ الدار المرجع بالم المعار المعاد | a second | | |

Customer Provided Software

Customer agrees to acquire directly from its own supplier licenses for the Third Party Software products listed below.

Software Terms

Customer agrees to supply to Terremark prior to Activation proof of licensing for Customer Provided Software. Customer assumes full responsibility for acquiring and maintaining valid software licenses for all Customer Provided Software acquired by Customer for use in connection with the Services.

Software Detail

Vendor Title

SOW APPENDIX D –Service Level Agreement



This "Appendix D" to Statement of Work No. 1 between Terremark and Customer, dated May 5, 2011 details the Terremark Service Level Agreement ("SLA"). The following terms will apply to the availability of the Enterprise Cloud application and Terremark Infrastructure. This SLA provides Customer's sole and exclusive remedy for Terremark's failure to meet the standards and commitments established herein. All standards and mmitments are subject to the limitations and exclusions set forth herein.

Network, Data Center, and Infinistructure Availability. The Terremark Network Infrastructure extends from the Infinistructure computing resources to the data center located router that provides the outside interface of each of Terremark's WAN connections to its backbone providers. The Terremark Data Center Infrastructure includes HVAC. managed power systems, backup generators, and battery backup systems. Infinistructure includes the servers, the storage, the backup infrastructure and the network related to the Infinicenter Application. The Terremark Network Infrastructure, the Data Center Infrastructure, and Infinistructure (referred to herein as the "Terremark Infrastructure"), subject to the exceptions in sections 5(a) and 5(b), will be available for a percentage of each calendar month equal to the Availability Calculation specifically set forth in section 4 of this SLA.

Infinicenter Application Availability 2.

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The Infinicenter Application will, subject to the exceptions listed in a. sections 5(a) and 5(b), be available for a percentage of each calendar month equal to the Service Level Commitment as specifically set forth in this Service Level Agreement (referred to herein as the "Availability Commitment"). The availability of the Infinicenter Application for a given month will be calculated according to the formula in section 4.

For purposes of this calculation, the Infinicenter Application will be h. deemed to be unavailable if it, based upon availability of keyword monitoring of the Terremark benchmark transaction, does not respond to a request issued by Terremark's monitoring software (referred to herein as "Unavailable"). Further, the Solution will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Section 5 of this SLA. Terremark's records and data will be the sole basis for all SLA calculations and determinations, provided that Customer may audit Terremark's records and data for the sole purpose of determining the accuracy of SLA calculations and determinations in accordance with Section 7(e) of this SLA.

3. **Dedicated Device Availability**

A Dedicated Device is defined as any device that is deployed into a. ustomer's Enterprise Cloud Services but is not directly related to or part of inistructure or the Infinicenter Application. The Dedicated Device will, subject to the exceptions listed in section 4(a), be available for a percentage of each calendar month equal to the Service Level Commitment as specifically set forth in this Service Level Agreement. The availability of a Dedicated Device for a given month will be calculated according to the formula in section 3.

For purposes of this calculation, a Dedicated Device will be deemed h unavailable if Terremark's Network Infrastructure or Data Center is not available.

Availability Calculation. 4. The availability of the Terremark Infrastructure, Infinicenter Application and Dedicated Device for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where: Total minutes in the month= TMM

Total minutes in month unavailable = TMU

Availability = ((TMM-TMU) x 100)/TMM And:

5. Exceptions

The Infinicenter Application, Terremark Infrastructure and/or а. Dedicated Device will not be considered to be Unavailable for any outage that results from any maintenance performed by Terremark (i) of which Customer is notified at least 24 hours in advance; (ii) during Customer's maintenance windows (collectively referred to herein as "Scheduled Maintenance"); (iv) as a result of Customer's request outside of the normally scheduled maintenance; (v) Gateway(s) deployed in Customer's Enterprise Cloud Services and managed by Customer for use with the Data Backup and Restore Services, or (vi) Customer's modification, disruption, or acts of omission of the Data Backup and Restore Gateway such that it impedes Terremark's ability to make Data Backup and Restore Services available to Customer.

The Infinicenter Application or Dedicated Device will not be b. considered Unavailable for any outage due to (i) Customer's information content or application programming, acts or omissions of Customer or its agents, failures of equipment or facilities provided by Customer, network unavailability outside of the Terremark Network; (ii) issues arising from bugs or other problems in the software, firmware or hardware of Terremark's suppliers that are publicly known and a known remedy has not yet been released from its suppliers; (iii) delays or failures due to circumstances beyond Terremark's reasonable control that could not be avoided by its exercise of due care; or (iv) Gateway unavailability. The configuration being provided under this Agreement is based on assumptions made by Customer. As a result, Terremark will not be responsible, under this SLA or otherwise, for any performance issues caused by inaccuracies in these assumptions, including but not limited to performance problems caused by traffic volume, number of concurrent user sessions or customer's overutilization of the configuration ..

6. Availability Commitment.

The configuration of the Services set forth in the Statement of Work a. has been designed by the parties to provide the performance level contemplated by the Availability Commitment in this SLA. If Terremark notifies Customer that it has determined that Customer's configuration is not suited to provide this level of performance, this SLA will be suspended until Customer and Terremark agree upon and implement a new or modified configuration designed to provide this level of performance.

The Infinicenter Application, Terremark Infrastructure and Dedicated h Device(s) shall adhere to the following Availability Commitments:

99.9% - Dedicated Device

99.5% - Infinicenter Application

99.9% - Terremark Infrastructure

Remedies. Subject to the exceptions provided for in this SLA, 7. Customer will have the rights set forth below.

If the Availability of Infinicenter Application, Terremark Infrastructure or a. Dedicated Devices (as calculated in Section 4 above) for a given month is less than the applicable Availability Commitments, Customer will receive one (1) Service Credit for the Enterprise Cloud Services. In addition, for the first 100 minute increment by which the allowable unavailability is exceeded, Customer will receive one (1) Service Credit for the Enterprise Cloud Services. Thereafter, for each additional 100-minute increment by which the allowable outage is exceeded, Customer will receive one (1) additional Service Credit for the Enterprise Cloud Services.

For purposes of this SLA, a Service Credit will be deemed to be an amount equal 1/30th of the Services monthly fee for the Enterprise Cloud Services which are affected (herein referred to as "Service Credit"). The total Service Credits for a given month will, in no event, exceed an amount equal to 50% of the then-current Services monthly fee for the Enterprise Cloud Services which are affected. Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All service credits will be calculated assuming a 30-day month. Customer's right to receive service credit(s) will be Customer's exclusive remedy for Terremark's failure to satisfy the Availability Commitment.

In the event Customer is not current in its payment obligations when C. an outage occurs, remedies will accrue, but Service Credits will not be issued until Customer becomes current in its payment obligations.

To receive Service Credits, Customer must submit a written request or d. notify their Customer Service Manager, within 30 days after the date which the Enterprise Cloud Services were Unavailable, or Customer's right to receive Service Credits with respect to such unavailability will be waived.

No more than once each calendar quarter, upon 10 days written e. notice from Customer, Terremark will make available its records and data relevant to calculating Availability so that Customer may audit such records and data for the sole purpose of determining the accuracy of SLA calculations and determinations

Effective Date. This SLA will become effective upon the Activation 8. Date.





MUTUAL NON-DISCLOSURE AGREEMENT



| Customer: | Coast Community College District, Coastline Community College | Contact Name: | Anthony Maciel | |
|-----------------|--|-------------------|--------------------------------------|------------|
| Address: | 1370 Adams Avenue Costa Mesa, CA 92626 | E-Mail: Phone: | amaciel@gwc.cccd.edu 714-895-8983 | \bigcirc |
| Effective Date: | May 5, 2011 | Facsimile: | | |

THIS AGREEMENT is made effective as of May 5, 2011, (the "Effective Date") by and between Terremark North America, Inc., a Florida corporation acting on behalf of itself and its Affiliates, with offices at One Biscayne Tower, 2 S. Biscayne Boulevard., Suite 2800, Miami, FL 33131 and Coast Community College District, Coastline Community College a California corporation (each individually a "Party" and collectively the "Parties"). This Agreement shall expressly supersede and wholly replace the Mutual Non-Disclosure Agreement executed between Coast Community College District and Terremark North America, Inc. with an Effective Date of February 22, 2011.

WITNESSETH:

WHEREAS, in connection with exploring and evaluating a possible business relationship (the "Relationship") and for the purposes of the ongoing Relationship, the Parties recognize the need to disclose to one another certain of the Confidential Information (as defined below); and

WHEREAS, the Parties wish to provide the terms and conditions upon which such Confidential Information will be disclosed by one Party to the other Party hereunder;

NOW, THEREFORE In consideration of the other party's disclosure of Confidential Information and the covenants and promises contained herein, the Parties agree as follows:

"Confidential Information" means information in whatever form 1. disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") before, on or after the Effective Date hereof which relates to a Disclosing Party's business or the Relationship, including without limitation price quotes, preliminary concepts, sales and/or marketing proposals, branding strategies, creative designs and concepts, technical data, web designs, trade secrets and know-how, research, product plans, products, customer technical requirements, software, programming techniques, algorithms, services, suppliers, supplier lists, customers, employee lists, customer lists, markets, developments, inventions, processes, technology, designs, drawings, engineering, apparatus, techniques, hardware configuration information, marketing, forecasts, business strategy, finances or other business information, business, financial, operational, human resource and technical materials and information, or which although not directly related to the Relationship, is nevertheless disclosed as a result of or in connection with the Parties' discussions of the Relationship.

2. The Receiving Party shall use the Disclosing Party's Confidential Information only for the purpose of evaluating the Relationship and for the purposes of the ongoing Relationship, and shall protect such Confidential Information from disclosure to third parties, using the same degree of care used to protect its own proprietary and confidential information of like importance, but in any case using no less than a reasonable degree of care. The Parties understand that disclosure of Confidential Information could result in violation of the federal securities laws as well as other laws. The Receiving Party agrees not to trade in the securities of Disclosing Party while in possession of material Confidential Information or any other information of a material, non-public nature relating to the Disclosing Party. Neither this Agreement, nor any disclosure of Confidential Information hereunder grants the Recipient any right or license under any trademark, trade secret, copyright or patent now or hereafter owned or controlled by the Disclosing Party. The Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates, its employees and its consultants, independent contractors who have a need to know, in each

case if such Affiliates, employees, and consultants have a need to know, and provided such Affiliates, employees and consultants (i) use the Confidential Information for the purposes of the Relationship only, and (ii) are bound to protect the Confidential Information as required hereunder. Before disclosure to any of the above parties, the Recipient must have an appropriately written agreement with such party sufficient to require that the party treats such Confidential Information in accordance with this Agreement. Receiving Party may disclose Confidential Information pursuant to governmental request or as required by judicial or regulatory action, provided Receiving Party notifies Disclosing Party, if practicable, prior to such disclosure. The Parties shall each be responsible for any breach of the terms of this Agreement by them or their respective Affiliates or representatives and agree, at their sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain their respective Affiliates or representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

3. The restrictions of this Agreement on use and disclosure of Confidential Information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) shall not apply to information that: (a) the Receiving Party can demonstrate is in the possession or control of such Party at the time of its disclosure hereunder; (b) is or becomes publicly known, through no wrongful act of the Receiving Party; (c) the Receiving Party can demonstrate was received by such Party from a third party free to disclose it without obligation (whether contractual, legal, fiduciary or otherwise) to the Disclosing Party; (d) the Receiving Party can demonstrate was developed independently by Party without reference to the Confidential Information; or (e) is law required to be disclosed.

4. Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party. Upon the written request of the Disclosing Party at any time, the Receiving Party shall promptly destroy all such tangible Confidential Information of the Disclosing Party in its possession, and no such Confidential Information shall thereafter be retained in any form by the Receiving Party except that the Receiving Party may retain a copy of the Disclosing Party's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute or as otherwise required by law. The Receiving Party shall be fully responsible for the destruction of all Confidential Information disclosed to its Affiliates, its employees and its consultants.

5. Without the prior written consent of the other Party, neither Party will disclose to any third party any Confidential Information, including without limitation any of the terms or conditions relating to the Relationship being discussed by the Parties.

6. This Agreement shall become effective on the date first set forth above and shall continue for a period of three (3) years.

7. The term "Affiliate" means any person or entity controlling; controlled by or under common control with a Party.

8. This Agreement: (a) is the complete Agreement of the Parties concerning the subject matter hereof and supersedes any and all prior Agreements, understandings or discussions with respect to the subject matter hereof; (b) shall not be construed to create any obligation on the part of either Party to create the Relationship or to compensate the other party in any manner; (c) may not be amended or in any manner codified exc a writing signed by the Parties; and (d) shall be governed and construed in accordance with the laws of the State of Florida except with regard to

conflict of laws rules. Each party hereby consents to the jurisdiction of the Circuit Court or County Courts located in Miami-Dade County, Florida and the United States District Court for the Southern District of Florida. Each Party acknowledges that such Confidential Information is unique and valuable to the Disclosing Party. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provisions shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein. Without prejudice to the rights and remedies otherwise available to the Parties, each Party recognizes and agrees that the Disclosing Party may not have an adequate remedy at law if the Receiving Party were to violate the covenants and agreements set forth herein and acknowledges that a breach of the covenants and agreements set forth herein could cause irreparable harm and damage to the Disclosing Party and that money damages may not be a sufficient remedy for any breach of this Agreement by either Party or their respective Affiliates and representatives and, accordingly, that either Party shall be entitled to equitable relief, including injunctive and specific performance, if either Party or any of their respective Affiliates or representatives breaches or threatens to breach any of the provisions of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute the same Agreement.

9. Each Party understands and acknowledges that neither Party makes any representations or warranty, express or implied, as to the accuracy or completeness of Confidential Information disclosed hereunder. Neither the Disclosing Party nor any of the officers, directors, employees, agents, advisors, legal counsel or other representatives or Affiliates thereof, shall be subject to any liability or responsibility for errors or omissions in, or any decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement.

10. Neither Party shall assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without prior written consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed by its duly authorized representative.

Terremark North America, Inc.

| Cheryl Mahaffey |
|-------------------|
| SVP Legal Affairs |
| Cherry Mahappy |
| 5/19/2011 |
| |

Coast Community College District, Coastline Community College

Print Name: (ident, Boara Signature:

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TEMPORARY TRANSFER AGREEMENT

This Temporary Transfer Agreement (the "Agreement") is made and effective this 7th day of March, 20 2012, by and between the County of Orange, California (the "County") and Coast Community College District (the "District").

RECITALS

WHEREAS, by Resolution No. 12-06 of its Board of Trustees (attached as Exhibit A hereto), the District has requested the County Treasurer to make a temporary transfer (the "Transfer") of monies to meet its current maintenance expenses; and

WHEREAS, the District has not issued, nor will issue, a TRAN or other borrowing of any kind or nature for the purpose of funding the District's short term cash flow, which is outstanding in whole or in part, while a Transfer is outstanding; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon the resolution of the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, the Board of Supervisors by Resolution No. 11-195 (attached as Exhibit B hereto) has authorized the Treasurer to make the Transfer to the District in accordance with the terms of such Resolution; and

WHEREAS, this Agreement represents the agreement of the County and the District with respect to the Treasurer's making the Transfer and its repayment by the District.

AGREEMENT

Section 1. <u>Transfer; Timing.</u> Upon receipt of the District's written request (Exhibit C) certified by the District and the Superintendent of Schools, if applicable, the Treasurer will review the request and determine, in addition to exercising her trust and fiduciary duties with respect to protecting all of the Educational Investment Pool participants from any principal loss and ensuring adequate liquidity to meet operating cash needs, that such monies are available for such Transfers, whether to make such Transfer to the District in the amount requested, as soon as reasonably possible, *provided, however*, that in no event shall the total amount of all Transfers within the fiscal year exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year. No Transfer attributable to a subsequent fiscal year will be made prior to the full and complete repayment of all outstanding Transfers.

Attachment 13

An authorized Transfer may be made to the District in one or more installments.

No Transfer for Fiscal Year 2011-2012 shall be made prior to July 1, 2011 or after April 30, 2012. No transfer for Fiscal Year 2012-2013 shall be made prior to July1, 2012 or after April 29. 2013.

The Transfer will be made from and limited to the Educational Money Market Fund.

Section 2. <u>Deposit of Transfer: Interest.</u> Any Transfer made by the Treasurer to the District shall be directly deposited in the District's General Fund (the "Fund") for the purpose of the District meeting its maintenance obligations. Compound interest on any Transfer will accrue and be payable by the District at a rate equal to the gross rate the Educational Investment Pool is earning for the same period plus (5) basis points from the date of the Transfer until the entire Transfer and applicable interest is repaid.

Section 3. <u>Repayment; Pledge and Lien.</u> The monies transferred to the District will be repaid to the Educational Money Market Fund from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Full repayment of any Transfer shall be made no later than October 31following each fiscal year. Notwithstanding anything to the contrary herein, the District understands and agrees that repayment of any and all Transfers is an obligation imposed by law and the obligation of the District to make payments with respect to such Transfer(s) is absolute and unconditional, payable from lawfully available funds of the District. In furtherance of the District's repayment obligations, District hereby grants the County a first lien and pledge of all revenues accruing to the District for the purpose of repayment of the Transfer(s).

Section 4. <u>District Covenants.</u> The District hereby represents and covenants with the County at the time each Transfer is made, the following:

- (a) That the District's Anticipated Revenue Calculation and Remaining General Fund Revenue Calculation for Fiscal Year 20___20___, as provided for in Exhibit C attached hereto, represents the District's best estimate of anticipated revenues accruing and remaining revenues accruing to the District during the fiscal year.
- (b) In the aggregate, the amount of Transfers made to the District during Fiscal Year 20___20__ do not exceed 85 percent of the anticipated revenues accruing to the District for such Fiscal Year.
- (c) The District has not issued, nor will issue, any TRANs, or other borrowing of any kind or nature for the purpose of funding the District's short term cash flow, while a Transfer is outstanding.
- (d) The District has the ability to meet its financial obligations under this Agreement.

The County may rely upon Exhibit C in connection with any Transfer sizing.

Section 5. <u>Notices</u>. Any and all notices between the County and the District provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly given when personally delivered to one of the parties or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party at the following address:

If to the County:

County of Orange Attention: Shari Freidenrich, Treasurer-Tax Collector PO Box 4515 Santa Ana, CA 92702-4515 Telephone: (714) 834-7625 Facsimile: (714) 834-2912

If to District:

W. Andrew Dunn, Vice Chancellor
Finance & Administrative Services
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Telephone: (714) 438-4611 FAX: (714) 438-4863

Section 6. <u>Governing Law, Venue and Entire Agreement</u>. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, withstanding Code of Civil Procedure Section 394.

Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering into this Agreement, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394.

This Agreement constitutes the entire agreement between the County and the District with respect to the Transfer and supersedes any previous agreement(s), negotiations, proposals or understanding, whether written or oral concerning such matter, unless expressly included in this Agreement.

Section 7. <u>Dispute Resolution</u>. In the event of any dispute regarding this Agreement or any Transfer made hereunder and as conditions precedent to the filing of any legal action, the District and the County shall meet regarding the dispute and use their best efforts to resolve the matter. Should the meeting fail to resolve the dispute, the parties may enter into mediation with an impartial professional mediator agreed to by both the District and County. The District agrees to pay all County costs and expenses in accordance with a dispute hereunder, including, without limitation, all costs and expenses of the County relating to the collection of any Transfer repayment(s).

Section 8. <u>Amendment or Modifications</u>. No amendment, modification or other alteration of this Agreement shall be valid unless in writing and signed by the parties hereto.

Section 9. <u>Severability</u>. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and such invalidity shall in no way affect, impair, or invalidate any other provision contained herein if there is no substantive effect to the services to be rendered to the County by such judicial finding of invalidity.

Section 10. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

County of Orange, California

By:______ Shari L. Freidenrich Treasurer-Tax Collector

Approved as to Form Office of the County Counsel

Ву:____

.

John H. Abbott, Deputy County Counsel

Coast Community College District

By:_____

Jim Moreno President, Board of Trustees

Exhibit A

RESOLUTION # 12-06

A Resolution of the Board of Trustees of the Coast Community College District To Request Budget Transfers from the County Treasurer

WHEREAS, the COAST COMMUNITY COLLEGE DISTRICT (the "District") desires to request the County Treasurer to make temporary transfers (the "Transfer") of monies to meet its current maintenance expenses for fiscal years 2011-2012 and 2012-2013; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon resolution adopted by the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, pursuant to California Constitution Article XVI, Section 6 and Education Code section 42620, the total amount that may be temporarily transferred to the District may not exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year 2012-2013; and

WHEREAS, the District has not issued, nor will issue, a TRAN or other borrowing or any kind or nature for the purpose of funding the District's short term cash flow, which is outstanding in whole or in part, while a Transfer is outstanding; and

WHEREAS, any Transfer to the District will be made from and limited to the Educational Money Market Fund.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find and determine that the Transfers'are in the public interest and serve a valid public purpose.

2. The District Board of Trustees hereby requests transfers of monies from the Educational Money Market Fund to the District to cover the District's current maintenance expenses for FY 2011-2012 and FY 2012-2013. The amount of any Transfer cannot exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year. This amount shall be certified by the District and the actual amount of any Transfer(s) will be approved, if at all, in the discretion of the County Treasurer, exercising her trust and fiduciary duties with respect to protecting all of the Educational Investment Pool participants from any principal loss and ensuring adequate liquidity to meet operating cash needs, that such monies are available for such Transfers. The District Vice Chancellor of Finance and Administrative Services is hereby authorized and directed for and on behalf of the District to formally request a Transfer in an amount and upon a date designated by the District Vice Chancellor of Finance and Administrative Services, not to exceed the limitations to such Transfer as provided herein.

 For FY 2011-2012, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2011, nor later than April 30, 2012. The Transfer shall be repaid no later than October 31, 2012.

 For FY 2012-2013, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2012, nor later than April 29, 2013. The Transfer shall be repaid no later than October 31, 2013.

5. It is hereby requested that the Treasurer deposit Transfer installments to the District in the General Fund. All Transfer installments to the District will be made from and limited to the Educational Money Market Fund.

6. The monies transferred to the District shall be repaid to the Educational Investment Pool from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Compound interest on any Transfer installment will accrue and be payable by the District at a rate equal to the gross rate the Educational Investment Pool is earning for the same period from the date of the Transfer plus five (5) basis points until the entire Transfer and applicable interest is repaid.

7. The monies transferred to the District will be repaid to the Educational Money Market Fund from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Full repayment of any Transfer shall be made no later than October 31 following each fiscal year. The District understands and agrees that repayment of any and all Transfers is an obligation imposed by law and the obligation of the District to make payments with respect to such Transfer(s) is absolute and unconditional, payable from lawfully available funds of the District. In furtherance of the District's repayment obligations, District hereby grants the County a first lien and pledge of all District revenues accruing to the District for the purpose of repayment of the Transfer(s).

8. The District Board of Trustees hereby determines that it can meet its financial obligations as set forth in the Temporary Transfer Agreement presented to this Board. The Temporary Transfer Agreement is hereby approved and the District Vice Chancellor of Finance and Administrative Services is hereby authorized and directed to execute the Temporary Transfer Agreement on behalf of the District.

9. The Clerk/Secretary of the Board of Trustees is hereby directed to submit a certified copy of this Resolution to the Orange County Treasurer-Tax Collector.

10. This resolution shall take effect immediately.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on March 7, 2012 this Resolution was adopted by the Board by a vote of Aye: No: Abstain: Absent:

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Christian Teeter, Ed.D., Board Secretary, Board of Trustees

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Exhibit B

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

December 13, 2011

WHEREAS, various school districts and community college districts (the "District" or "Districts") within the County of Orange have requested that the County Treasurer make temporary transfers (the "Transfer" or "Transfers") of monies to meet their current maintenance expenses; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make such temporary transfers of monies, as further specified therein, upon resolution adopted by this Board of Supervisors ("Board") authorizing such temporary transfers; and

WHEREAS, pursuant to California Constitution Article XVI, Section 6 and Education Code section 42620, the total amount that may be temporarily transferred to a District may not exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year ("FY"); and

WHEREAS, the Board of Supervisors desires to authorize the Treasurer to make Transfers to the Districts for FY 2011-2012 and FY 2012-2013, make such findings and determinations and provide for the repayment of the Transfers, all in accordance with the California Constitution and other applicable law.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Finds and determines that the Transfers to Districts are in the public interest and serve a valid public purpose.

2. The Transfers of monies to Districts is hereby approved for FY 2011-2012 and FY 2012-2013. The County Treasurer is hereby authorized and directed to make Transfers to Districts, from monies in the Educational Money Market Fund, part of the Educational Investment Pool, provided the Treasurer determines, in addition to exercising her trust and fiduciary duties with respect to protecting all of the Educational Investment Pool participants from any principal loss and ensuring adequate liquidity to meet operating cash needs, that such monies are available for such Transfers. The Treasurer shall make Transfers only to those Districts which can demonstrate an ability to meet their financial obligations under a Temporary Transfer Agreement and funds to be transferred cannot exceed 85% of the anticipated revenues accruing to the District for that fiscal year. This statement and amount shall be certified by the District and by the Superintendent of Schools if applicable and must be accompanied by a copy of the resolution from the District authorizing the Transfer Agreement with the Treasurer.

3. For FY 2011-2012, Transfer(s) to a District may be made by the Treasurer in one or more installments and shall not be made prior to July 1, 2011, nor later than April 30, 2012. Any Transfer made in FY 2011-2012 shall be repaid no later than October 31, 2012.

4. For FY 2012-2013, Transfer(s) to a District may be made by the Treasurer in one or more installments and shall not be made prior to July 1, 2012, nor later than April 29, 2013. Any Transfer made in FY 2012-2013 shall be repaid no later than October 31, 2013.

5. A Transfer to a District will be made from and limited to the Educational Money Market Fund.

6. The monies transferred to a District pursuant to this Resolution shall be repaid to the Educational Money Market Fund from the first revenues accruing to the borrowing District before any other obligation of such District is met from such revenue. Compound interest on any Transfer installment will accrue and be payable by the District at a rate equal to the gross rate the Educational Investment Pool is earning for the same period from the date of the Transfer plus five (5) basis points until the entire Transfer and applicable interest is repaid.

7. The Form of Temporary Transfer Agreement is hereby approved in the form presented, and the County Treasurer is hereby authorized and directed to execute Temporary Transfer Agreements on behalf of the County.

8. This resolution shall take effect immediately.

Exhibit C

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TEMPORARY TRANSFER REQUEST

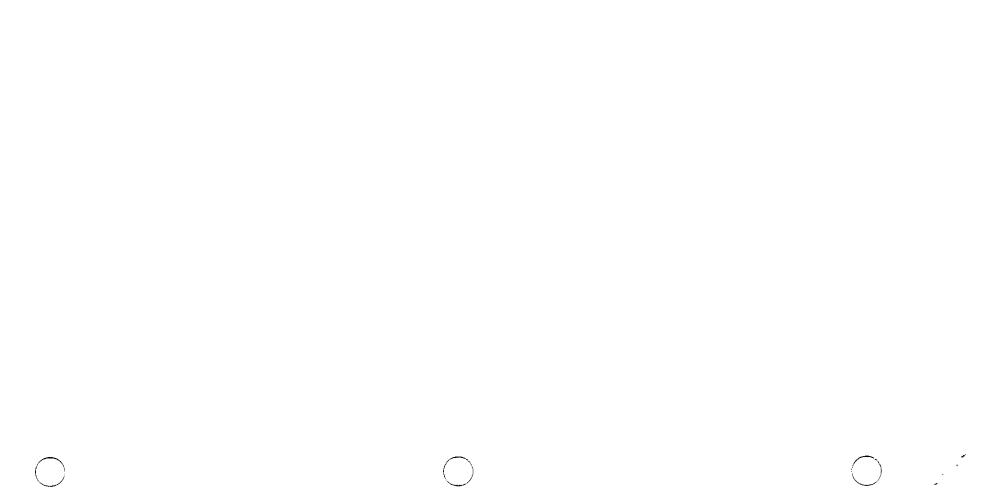
| | I LIAN | | | | |
|--|-----------------------------|------------------------------|----------------------------|------------------------------|----------------------|
| | | (Cal. Const. Art. XVI Sec | . 6) | | |
| Date of Request: | _ | | | Request # | |
| District: | | | | | |
| Maximum amount that the School District | | v transfer: | | \$ | |
| Total amount of transfers to-date: | | | | \$ | |
| Remaining amount available: | | | | \$ | |
| Temporary transfer amount requested: | | | | \$ | |
| | Current Board | | | | |
| Bauanuan | Approved | Actuals to Date as of | Remaining | 85% of Remaining | |
| Revenues | Operating Budget | | Balance | Balance | |
| | operating budget | | | | |
| Property Tax and State Aid Revenue | | | | | |
| Federal Revenues | | | | | |
| Other State Revenues | | ···· · · · | | | |
| Other Local Revenues | | | | | |
| Total Revenues | | | | | |
| | I | | | | |
| Request is made for temporary transfer of | | | | | |
| to be necessary to provide funds for me | | | | | |
| pursuant to the resolution of the governin | g board of the district ado | pted on | , pursuant to Calif | omia Constitution Article X\ | /I, Section 6. Funds |
| will be used for: | | | | | |
| | | Operational E | | | |
| | · | Current Payro | II | | |
| Transfer amount will be repaid on or befor | re October 31, 2XXX | | | | |
| | | | | | |
| I further certify that the above named dis | | | | | |
| period of time this temporary transfer rem | ains unpaid, and that the D | istrict has the ability to r | neets its financial obliga | tions under the Transfer Ag | reement. |
| | | | | | |
| | | | | | |
| District Superintendent/Designee | | Title | Date | | |
| | | | , | | |
| | | - | | | |
| County Superintendent of Schools/Design | iee (if applicable) | Title | Date | | |
| | | | | | |
| | | | | | |
| Chancellor of Community College District/ | Designee (if applicable) | Title | Date | | |
| | | **** | | | |
| | | For Internal Use Only | , | | |
| Certification of County Treasurer | | | | | |
| | | | | | |
| Funds are available for transfer to th | e above named district. | | tal Balance in EMMF | \$ | |
| | | Da | ite | | |
| | | | tal Loans Outstanding | \$ | |
| County Treasurer-Tax Collector | | 1.1 | | | |
| | | | of EMMF Balance | | |
| | | % | - | | |
| | | -% -W | of EMMF Balance | \$ | |

Coast Community College District Administrative Services Cashflow Projections 2011/12

| | July දුමාව | August Actual | : September Acuel | Catobar Aattal | novenber Aguel | December Actual |
|-------------------|---------------|------------------|----------------------|-------------------|-------------------|--------------------|
| Beginning Balance | 16,941,631 | 33,642,044 | 28,261,622 | 25,794,791 | 22,940,571 | 17,910,790 |
| Revenue | 35,019,221 | 9,002,889 | 14,478,936 | 14,751,319 | 12,118,148 | 47,064,809 |
| Expenses | (18,318,808) | (14,383,311) | (16,945,767) | (17,605,539) | (17,147,929) | (10,997,416) |
| Ending Balance | 33,642,044 | 28,261,622 | 25,794,791 | 22,940,571 | 17,910,790 | 53,978,183 |

| | Jenueny Estimated | Fabriary Estimated | Marcia Istilmated | ි. (ගිබේ) ප්රෝගාවයේ | , Key beicmit€, | June Estimated |
|-------------------|----------------------|-----------------------|----------------------|------------------------|--------------------|-------------------|
| Beginning Balance | 53,978,183 | 34,683,355 | 24,271,814 | 14,683,604 | 34,511,563 | 24,023,785 |
| Revenue | 9,783,478 | 7,086,962 | 9,675,046 | 38,642,221 | 7,288,555 | (1,136,418) |
| Expenses | (29,078,306) | (17,498,503) | (19,263,256) | (18,814,262) | (17,776,333) | (7,235,349) |
| Ending Balance | 34,683,355 | 24,271,814 | 14,683,604 | 34,511,563 | 24,023,785 | 15,652,018 |

Α.



COAST COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT (MULTI-YEAR)

1. <u>Parties</u>. The Coast Community College District ("District") and <u>Lois Wilkerson</u> ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. <u>Position</u>. District hereby employs Administrator in the position of <u>Dean of</u> <u>Enrollment Services.</u>

3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).

5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 07/01/2012 and ending 06/30/2014. This Agreement expires on 06/30/2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.

6. Salary. District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 12 (currently \$137,811), plus longevity pay of \$6,000 under Board Policy 7884, payable in equal monthly payments. Salary for a service period less than the full academic year shall be paid on a prorated basis, based on the number of work days worked, pursuant to there being 241 work days in a year. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. Work Year. The work year for this Agreement is 12 months.

8. <u>Health and Welfare Benefits.</u> District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

Attachment 14

9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of this Agreement.

11. <u>Retreat Rights.</u> If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Section 87458 of the *Education Code*; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

12. <u>Return to Tenured Faculty Position.</u> If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.

13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement</u>: Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14, **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. <u>Buy-Out of Agreement.</u> Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

16. <u>Reassignment During the Term of the Agreement.</u> The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of District's right of reassignment, District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.

17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

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

Jim Moreno President, Board of Trustees

Date

Administrator

Date

IRV #4843-8643-8915 v7

, ,

AGREEMENT

BETWEEN

COAST COMMUNITY COLLEGE DISTRICT & LANZHOU UNIVERSITY US FOUNDATION

This AGREEMENT ("Agreement") is entered into by the COAST COMMUNITY COLLEGE DISTRICT, a California public education agency composed of three colleges: Coastline Community College, Golden West College, and Orange Coast College, hereinafter referred to as "District" and the Lanzhou University US Foundation, a California registered non-profit corporation, hereinafter referred to as "Lanzhou University US Foundation." The District and Lanzhou University US Foundation may be referred to herein as individually as "Party," and collectively as "Parties."

The Parties agree to promote the success of the International Student Programs by: 1) increasing the number of F1 international students attending Coastline Community College, Golden West College, and Orange Coast College; and 2) increasing the success of AA completion and university transfers of international students enrolled in the Programs.

I. District Obligations

- 1. The District shall review the application, assess admissibility to one of the colleges in the District and, for applicants who are accepted, provide the admission packet: acceptance/welcome letter/pre-arrival instructions including Form I-20 and steps required for check-in upon arrival.
- 2. The District shall provide newly admitted international students registration on the first day of continuing student registration.
- 3. The District shall ensure that the courses provided on the student education plan are acceptable and transferrable to the California State University (CSU) System and/or University of California (UC) System. The credits can also be transferred to other out-of-state and private universities in California with which the District has articulation agreements and dual admission agreements.
- 4. The District shall provide educational planning, counseling services, and necessary support services from the International Student Program Office on their home campus for enrolled international students to ensure the students are given clear guidance concerning course selection, general education and lower division requirements in their chosen academic major for transfer to a four-year university.
- 5. The District shall provide reasonable administrative support services, including facilities, technology, and academic support services such as academic advising, counseling and tutoring.

- 6. The District shall provide recruitment brochures, application packets, and maintenance for the college International Student Program websites.
- 7. The District grants Lanzhou University US Foundation the responsibilities to provide International Student Programs support services, including prospective student recruitment, initial/preliminary evaluation of readiness of prospective students to study abroad, and additional personal support services as outlines in Appendix 1.
- 8. The District will pay Lanzhou University US Foundation a service fee of 10% of the first year tuition per each student recruited by Lanzhou University US Foundation and who is enrolled at a District College based on 12 enrolled units per semester and paid the college tuition by payment due day. The first half of the total service fee shall be paid upon the completion of the student's first semester and the second installment shall be paid after the student's completion of the second semester. No salary, wage, bonus, or commission will be paid.
- 9. The District agrees to pay a fee of 15% of the first year tuition based on 12 enrolled units per each student recruited by Lanzhou University US Foundation enrolled at a District College after an annual target of 100 recruited and enrolled students has been met and maintained for a second year in a row. The first half of the total service fee shall be paid upon the completion of the student's first semester and the second installment shall be paid after the student's completion of the second semester.
- 10. The District does not grant any exclusive representation to Lanzhou University US Foundation, worldwide or otherwise, for the District International Student Program recruitment and support services.

II. Lanzhou University US Foundation Obligations

- 1. Lanzhou University US Foundation shall develop standardized processes for the identification, and evaluation of potential qualified international students for the District International Student Programs.
- 2. Lanzhou University US Foundation shall market and promote the Coast Colleges' International Student programs to prospective students. Lanzhou University US Foundation agrees to select and train local high school staff to follow American International Recruitment Council (AIRC) Standards and Practices in recruiting international students and establish a transparent framework through which the Parties in this Agreement can review the recruitment and advising process to ensure such practices are continued, so that accurate information is conveyed to assist the student in understanding student-related immigration rules, subject to review and written approval of all such services and materials by the District. American International Recruitment Council has highlighted practices (<u>http://www.airc-education.org/about.html</u>).
- 3. Lanzhou University US Foundation will be responsible for providing to students recruited the concierge services listed in Appendix 1. These services will be provided as part as the fee charged per sections I.8 and I.9 above.

- 4. Lanzhou University US Foundation shall provide students with information on the programs. Lanzhou University US Foundation shall collect and submit all documents required for admission to the District's colleges by the deadline established by the colleges.
- 5. Lanzhou University US Foundation shall provide recruited students with information and the help to prepare for the student visa interview.

III. <u>Term and Termination</u>

This Agreement shall become effective on <u>March 8, 2012</u> and shall remain in effect until <u>June</u> <u>30, 2016</u>. The Agreement can be renewed for additional four-year periods by mutual written consent of the parties to the Agreement. The parties agree that this Agreement may be extended in writing upon approval by the respective governing boards of each party. Either Party may terminate this Agreement by providing a 6-month written notice citing reasons for termination. Such termination will be effective for the semester following the 6th month after the notice is given.

IV. <u>Independent Contractor</u>

- 1. Lanzhou University US Foundation, in the performance of this Agreement, shall be and act as an independent contractor; no partnership or joint venture between the parties is implied in this Agreement. Lanzhou University US Foundation understands and agrees that it and all its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which the District's employees are normally entitled, including but not limited to, State Unemployment Compensation or Worker's Compensation.
- 2. Lanzhou University US Foundation assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Lanzhou University US Foundation shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Lanzhou University US Foundation and its employees.
- 3. Lanzhou University US Foundation has no authority to bind the District.

V. <u>Dispute Resolution</u>

Disputes arising from this Agreement or related in any manner to the same shall be resolved as follows:

1. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, prior to initiating arbitration or any other legal action and as a condition precedent to being entitled to file a legal action, the Parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreements, consulting and negotiating with each other in good faith and recognizing their mutual interests in attempting to reach a just and equitable solution satisfactory to both Parties.

- 2. In the event the Parties are unable to resolve their dispute through the meet and confer procedure provided for herein, any dispute arising under or relating to this Agreement, whether based on contract, tort, statute, or other legal or equitable theory, shall be heard in the Superior Court, County of Orange, in the State of California.
- 3. This Agreement shall be interpreted and governed by the laws of the State of California.

VI. Miscellaneous Terms and Conditions

- 1. Lanzhou University US Foundation shall comply with all applicable federal and state laws, regulations, and District policy in its performance of services under this Agreement. Lanzhou University US Foundation shall take all precautions necessary to protect its employees, the District employees, and prospective international students from risk of harm arising out its obligations under this Agreement.
- 2. Lanzhou University US Foundation shall hold and maintain during the performance of this Agreement all applicable licenses, permits, and/or certificates necessary for performance of services under this Agreement.
- 3. Lanzhou University US Foundation shall not disclose, nor use except in the performance of this Agreement, any student records, or confidential, proprietary and/or trade secret information of the District, and shall comply with all state and federal laws of confidentiality including FERPA, HIPPA, and CIMA.
- 4. Lanzhou University US Foundation agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared or written by Lanzhou University US Foundation and used in connection with this Agreement, shall be mutually owned by Lanzhou University US Foundation and the District, in perpetuity and worldwide, including all rights to and flowing from the work, including any work product, performed under this Agreement. Lanzhou University US Foundation hereby assigns to the District any and all rights Lanzhou University US Foundation could have, may have, or does have in the work and/or the work product performed under this Agreement. The District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the District. Lanzhou University US Foundation consents to the use of its name in conjunction with the sale, use, performance, and distribution of materials under this Agreement, for any purpose and in any medium.
- 5. Neither this Agreement, nor any interest therein may be assigned by Lanzhou University US Foundation without the prior written consent of the District, which consent may be withheld by the District in its sole and absolute discretion. Any attempt by Lanzhou University US Foundation to assign this Agreement shall be void and a material breach of this Agreement and the District may immediately terminate this Agreement.
- 6. The District and Lanzhou University US Foundation, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this

Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.

- 7. This Agreement represents the entire agreement between the District and Lanzhou University US Foundation regarding the Program and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 8. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the District or Lanzhou University US Foundation.
- 9. The District shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract or tort (including, without limitation, negligence or strict liability) even if the Parties are advised of the likelihood or possibility of the same.
- 10. Lanzhou University US Foundation's sole and exclusive remedy in the event it makes any claim for breach of this Agreement or seeks damages under any theory of law whether based on warranty, contract or tort, including without limitation, negligence or strict liability, shall be against the District, and not its trustees, officers, agents, or employees. No trustee, officer, agent, or employee shall be sued or named as a party in any such suit or action, and no judgment shall be taken against any trustee, agent, or employee. No writ of execution will be levied against the assets of any trustee, officers, agents, or employee of the District pursuant to the terms of this Agreement. The covenant and agreement contained in this section are enforceable by the District's trustees, officers, agent, and employees.
- 11. The Parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by acts of God, fire, strike, lock-out, terrorism, commandeering of materials, products, plants, or facilities by the government. Satisfactory evidence shall be presented to the District or Lanzhou University US Foundation to establish that the non-performance is not due to the fault or neglect of the party not performing.
- 12. If any provision of this Agreement is held by any Court to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- 13. Lanzhou University US Foundation agrees that it will not engage in unlawful discrimination in the employment of persons, nor in the selection of international students, such as because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual preference, or age of such persons.
- 14. The failure of the District or Lanzhou University US Foundation to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or

prevent a subsequent similar act from again constituting a violation of such term or condition.

15. In the event of any dispute, arbitration or litigation between the Parties hereto arising out of or relating in any manner to the Parties, including the necessity of either party to defend any action which has been covered hereby or to prosecute any action to enforce this Agreement, the losing party shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing party and any judgment, decision, or award rendered against either of the Parties may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing party.

VII. <u>Notices</u>

Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To District:

| | Coast Community College District Chancellor 1370 Adams Avenue Costa Mesa, CA 92626 |
|--------------------------------------|--|
| To Lanzhou University US Foundation: | Lanzhou University US Foundation Simon Liu 25885 Trabuco Rd. #217 Lake Forest, CA 92630 |

Wherefore, the Parties have agreed to the foregoing obligations as set forth by their written consent thereto below.

COAST COMMUNITY COLLEGE DISTRICT

Lanzhou University US Foundation

Jim Moreno President, Board of Trustees Simon Liu Chairman

Dated: _____

Dated: _____

Appendix 1

Lanzhou University US Foundation Responsibilities/Services:

- 1. Select and recruit qualified students
- 2. Distribute CCCD Colleges marketing materials and application packets
- 3. Provide students with information regarding English as a Foreign Language test preparation and College English/math placement tests
- 4. Assist parents and students in completing and submitting application and all required documents by deadline dates
- 5. Assist students in the visa interview process
- 6. Orientation to living as a college student in the U.S.

Lanzhou University US Foundation Concierge Services:

Pre-Arrival

1. Confirmation of admission and/or registration, assist students with housing identification by working together with CCCD colleges (apartment, home stay, etc.)

At Arrival

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- 1. Airport pickup and delivery to housing
- 2. Parent notification of student's safe arrival and how to contact the student
- 3. Reviewing with the students the college-provided orientation materials and first week school schedule
- 4. Arrange for introduction to college campus and international student office
- 5. Orient student to local community (grocery shopping, pharmacy, etc.)
- 6. Instruction on transportation to and from school, and to and from shopping
- 7. Assist student in securing a phone
- 8. Completion of bank account registration

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| | | Public Works Cont Exempt from biddir | ractor's License | | | · |
| 1. The parties to this agreeme | ent are: | | | | ······································ | |
| STATE AGENCY'S NAME, hereafter | | SUBSCRIBER | | | | <u> </u> |
| Department of Industrial Relat | | Coast Community | College Distr | ict | | |
| 2. The agreement term is from | n <u>03/13/2012</u> | through 06/30/201 | 2 | <u>_</u> _ | · | |
| 3. The maximum amount pay | able is \$ <u>2,875.00</u> pu | rsuant to the follow | ing charges: | | | |
| Wages/Labor \$ <u>2,875.00</u> | Parts/Supplies \$ | Taxes \$ | Other | \$ | (Attac | h list if applicable.) |
| 4. Payment Terms (Note: All p | payments are in arrears.) | | | | | |
| | OTHER | | | | | |
| agrees to comply with the to exact detail what is to be done ADDITIONAL PAGES ATT State Mediation/Conciliation lege District as described acched and incorporated h This agreement states that th hour for Negotiations Facilitat | , where it is to be done and ind ACHED Service (SMCS) will provi i in Attachment A – "Nego erein and made part of thi ne Department of Industria ation services rendered. | clude work specifications F ide Negotiations F otiations Facilitations is agreement. al Relations, SMCS | ons, if applicabl acilitation se on Memoranc S shall be rei | e.) rvices for lum of Ag mbursed a this reference | the Coast reement", at the rate | t Community which is of \$57.50 per |
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| Other Exhibits (List) | <u>.</u> | | | | <u> </u> | |
| In Witness Whereof, this agreem | ent has been executed by th | e parties identified | below; | | · | |
| AGENCY NAME | | SL | BSCRIBE | 1 | | |
| Department of Industrial Relations | | SUBSCRIBER Coast Community College District | | | | |
| BY (Authorized Signature) | DATE SIGNED | BY (Authorized Sig | nature) | strict | | DATE SIGNED |
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| PRINTED NAME AND TITLE OF PERS | SON SIGNING | PRINTED NAME A | ND TITLE OF PE | RSON SIGN | ING | |
| Grace Robles, Staff Services Manager I | | lim Morono, Provident, Reard of Tweeters | | | | |
| ADDRESS | | Jim Moreno, President, Board of Trustees ADDRESS | | | | |
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| eby certify upon my own personal i able for the period and purpose of | knowledge that budgeted funds are | | | | | DATE SIGNED |
| | the expenditure stated above. | A | | | | |

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STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS State Mediation and Conciliation Service 1515 Clay Street, Suite 2206 Oakland, CA 94612 Tel: (510) 873-6465 Fax: (510) 873-6475



Negotiations Facilitation Memorandum of Agreement

This Memorandum of Agreement is entered into between the California State Mediation and Conciliation Service, hereinafter called "the Service," the Coast Community College District, hereinafter called "the Employer," and Coast Federation of Classified Employees, hereinafter called "the Union."

- 1. The duration of this agreement is effective from March 13, 2012 through June 30, 2012.
- The Service agrees to provide Negotiations Facilitation services to the Employer at a rate of \$115 per hour. This amount shall be divided as follows: \$57.50 per hour from the Employer and \$57.50 per hour from the Union.
- 3. The specific service to be proved is <u>Negotiations Facilitation</u>.
- 4. The Employer and the Union agree to pay to the Service a total of \$115.00 per hour according to #2 above not to exceed \$2,875. for the Employer, and \$2,875. for the Union.
- 5. The Service will bill the Employer and the Union 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)

Coast Community College District:

- i. Name: Dr. Deborah Hirsh, Vice Chancellor, Human Resources
- ii. Address: 1370 Adams Avenue Costa Mesa, CA 92626
- iii. Phone: 714.438.4707
- iv. Email: DHirsh@mail.cccd.edu

(Union):

| i. | Name: | Connie Marten |
|------|----------|----------------------------|
| ii. | Address: | 15744 Goldenwest Street |
| | | Huntington Beach, CA 92647 |
| iii. | Phone: | 714.892.7711, ext 55222 |
| iv. | Email: | cmarten@gwc.cccd.edu |

For The Service: Della Braaten, Associate Governmental Program Analyst

For the Employer: Jim Moreno, President, Board of Trustees

For the Union Connie Marten, Vice President

SMCS Case Number:

Date

Date

Date

BOND UNDERWRITING AGREEMENT

This Bond Underwriting Agreement ("Agreement") is dated as of ______, 2012, and is between the Coast Community College District (the "District"), on the one hand, and RBC Capital Markets, LLC ("RBC"), Piper Jaffray & Co. ("Piper"), and Citigroup Global Markets, Inc. ("Citigroup"), (collectively the "Underwriters"), on the other hand, with reference to the following facts. The District, RBC, Piper, and Citigroup are referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District is contemplating action with regard to a potential General Obligation Bond election of the registered voters within the District to be held on November 6, 2012 or on such other date as may be determined by the District.

WHEREAS, with the acceptance of voters, the District would subsequently issue, in a single financing or in a series of financings (hereinafter the "Bonds"), to fund various capital improvement projects (the "Project"); and

WHEREAS, the District desires and is authorized by law to retain the services of the Underwriters in connection with the issuance of the Bonds; and

WHEREAS, the Underwriters agree to be retained by the District and to provide to the District the services described herein; and

WHEREAS, the Underwriters have agreed that RBC will serve as senior managing underwriter. Piper and Citigroup will serve as co-managers.

NOW therefore, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties agree as follows:

Section 1: Scope of Services

All services are provided on an arm's length, commercial basis, and may or may not be provided in conjunction with services provided by advisors to the District, such as, but not limited to, a financial advisor or a municipal advisor. The services of the Underwriters shall consist of the following:

- 1. Analyze the financing alternatives available to the District for the issuance of the Bonds and develop a financing plan, taking into account the District's objectives and considerations;
- 2. Determine the bond size for the preferred financing alternative, taking into account the needs of the District, reimbursements to the District, rating services, fees, and other costs of issuance;
- 3. In cooperation with the District, prepare and review all documents necessary to implement the issuance of the Bonds, including, but not limited to, authorizing resolutions, bond purchase agreement, and preliminary and final official statements distributed to potential investors, as required;

- 4. In conjunction with the District and any other appropriate persons or entities, consult on the terms and conditions of the Bonds, such as maturities, coupon rates, call features, and security features, for the purpose of meeting market demands and the objectives of the District;
- 5. Provide information and material as needed to support presentations for rating agencies or bond insurance companies, if requested;
- 6. Coordinate printing and distribution of the preliminary and final official statements;
- 7. Schedule, coordinate, and attend necessary rating agency meetings (as applicable) to support the District's efforts to obtain the highest possible rating on the issue;
- 8. Organize and participate in information meetings, if needed, to create investor interest with potential retail or institutional clients in the bond issue;
- 9. Together with the District and other appropriate persons or entities, provide market information on the timing of the sale of the Bonds in relation to the market conditions and financing needs;
- 10. Arrange for distribution of the final official disclosure statements in accordance with Section 240.15c2-12 of Title 17 of the *Code of Federal Regulations*;
- 11. Arrange for the printing of the Bonds and assist in the signing and delivering of the Bonds; and
- 12. Serve as underwriters of the Bonds, which obligation is conditioned upon the execution of a mutually satisfactory bond purchase agreement and other customary documentation;
- 13. Transact the sale of the Bonds, and coordinate the delivery of Bond proceeds to the District in a timely manner.

Section 2: Limitation of Duties

The District acknowledges and agrees that the Underwriters are not making a commitment to extend credit, make a loan, or otherwise fund the Project beyond the obligations contained in a mutually satisfactory bond purchase agreement. The District acknowledges that the services provided under this Agreement involve professional judgment on the part of the Underwriters, and that results cannot be, and are not, guaranteed.

The District further acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the District and the Underwriters in which the Underwriters are acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the District; (ii) the Underwriters have not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby, and the discussions, undertakings, and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the District on other matters); (iii) the only obligations the Underwriters have to the District with respect to the transaction contemplated hereby are set forth in this Agreement; and (iv) the District has consulted its own legal,

accounting, tax, financial, and other advisors, as applicable, to the extent it has deemed appropriate.

Section 3: Expenses

The District, from the Bond proceeds or other lawfully available funds, will pay the costs of the preparation and printing, or other reproduction of the Bond documents, and the cost of preparing, printing, issuing, and delivering the Bonds; legal fees and costs of its attorneys, bond counsel, and disclosure counsel; rating agency and credit enhancement fees, including all related travel; fiscal consultant fees; statistical and graphics services; cost of printing and distribution of the official statements; expense of publication of required public notices; and the costs of the fiscal agent or bond trustee and registrar.

The Underwriters shall pay all expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds, including, but not limited to, all advertising expenses in connection with the offering of the Bonds; the fees and disbursements of Underwriters' counsel; all out-of-pocket disbursements and expenses incurred by the Underwriters in connection with the offering and distribution of the Bonds (except as otherwise agreed to by the Parties); any fees of the California Debt and Investment Advisory Commission; the Committee on Uniform Securities Identification Procedure ("CUSIP") Service Bureau charge for the assignment of CUSIP numbers to the Bonds; and the fees associated with any blue sky or state securities registrations or qualifications of the Bonds.

Reimbursement for additional expenses, if required, shall be negotiated separately and expressly approved by the District. Reimbursable expenses shall be only for actual costs incurred in the performance of this Agreement. The District, shall pay for any such expenses from the Bond proceeds.

Section 4: Compensation

The Underwriters agree to prepare and coordinate all aspects of the sale of the Bonds. The Underwriter's maximum not-to-exceed compensation for each issuance of Bonds will be 0.245% for current interest bonds, 0.355% for convertible capital appreciation bonds and 0.425% for capital appreciation bonds, calculated on the total par amount of the Bonds.

Fees and commissions are paid from the proceeds of the Bonds and are calculated as a discount on the total bond amount. Furthermore, the discount shall be divided among the Underwriters according to the following: 50% for RBC, 25% for Piper, 25% for Citigroup. The compensation to the Underwriters is contingent upon the sale of Bonds, and will be paid only at the time of sale of such Bonds.

Section 5: Term of Agreement

This Agreement is to continue until the Project is financed or until the District's Board of Trustees formally abandons the Project, unless previously terminated by mutual written consent of the Parties.

This Agreement may be terminated at any time by the District, upon five business days' prior notice to such effect to the Underwriters, or by the Underwriters upon five business days' prior

notice to such effect to the District. Any such termination, however, shall not affect the obligations of the District under Section 4 hereof.

Section 6: Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Section 7: Governing Law

This Agreement, and the rights and obligations of the parties hereto, shall be construed, interpreted and enforced pursuant to the laws of the State of California, and exclusive venue in any actions pursuant to this Agreement shall be in Orange County, California The unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable interest and attorney's fees, to be fixed by court, and said costs, interest, and attorneys' fees shall be made a part of the judgment in said action. Prior to the commencement of any litigation concerning this Agreement, the Parties agree to first submit any disagreements to mediation. This mediation requirement is intended to reduce the costs of dispute resolution for the Parties.

Section 8: Subcontractors

The Underwriters shall, with the prior written approval of the District, use such subcontractors as are necessary in the fulfillment of this Agreement.

Section 9: Miscellaneous

Nothing contained herein shall preclude the Underwriters from carrying on its customary and usual business activities. The Underwriters specifically reserves the right, but is not obligated, to bid for and maintain secondary markets on any District outstanding bonds subject to appropriate information barriers. Services provided by the Underwriters in connection with this Agreement shall not limit the Underwriters from providing services for the District in conjunction with other services requested by the District, except as limited by rule of law or regulation.

In connection with services agreed to herein, it is understood that the Underwriters will render professional services as an independent contractor. Neither the Underwriters, nor any of its agents or employees, shall be deemed an employee of the District for any purpose.

The Underwriters shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the District.

This Agreement constitutes the entire agreement between the Parties relating to the subject matter thereof, and supersedes any prior understandings or representations. The Agreement may be amended or modified only by a writing signed by the Parties. It is solely for the benefit of the District and the Underwriters, and no other person or entity.

This Agreement is submitted in duplicate originals. The acceptance of this Agreement by the District will occur upon the return of one original executed by an authorized District representative, and the District hereby represents that the signatory below is so authorized.

BOND UNDERWRITING AGREEMENT

This Bond Underwriting Agreement ("Agreement") is dated as of March 8, 2012, and is between the Coast Community College District (the "District"), on the one hand, and RBC Capital Markets, LLC ("RBC"), Piper Jaffray & Co. ("Piper"), and Citigroup Global Markets, Inc. ("Citigroup"), (collectively the "Underwriters"), on the other hand, with reference to the following facts. The District, RBC, Piper, and Citigroup are referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District is contemplating action with regard to a potential General Obligation Bond election of the registered voters within the District to be held on November 6, 2012 or on such other date as may be determined by the District.

WHEREAS, with the acceptance of voters, the District would subsequently issue, in a single financing or in a series of financings (hereinafter the "Bonds"), to fund various capital improvement projects (the "Project"); and

WHEREAS, the District desires and is authorized by law to retain the services of the Underwriters in connection with the issuance of the Bonds; and

WHEREAS, the Underwriters agree to be retained by the District and to provide to the District the services described herein; and

WHEREAS, the Underwriters have agreed that RBC will serve as senior managing underwriter. Piper and Citigroup will serve as co-managers.

NOW therefore, for and in consideration of the mutual promises, covenants, and conditions herein contained, the Parties agree as follows:

Section 1: Scope of Services

All services are provided on an arm's length, commercial basis, and may or may not be provided in conjunction with services provided by advisors to the District, such as, but not limited to, a financial advisor or a municipal advisor. The services of the Underwriters shall consist of the following:

- 1. Analyze the financing alternatives available to the District for the issuance of the Bonds and develop a financing plan, taking into account the District's objectives and considerations;
- 2. Determine the bond size for the preferred financing alternative, taking into account the needs of the District, reimbursements to the District, rating services, fees, and other costs of issuance;
- 3. In cooperation with the District, prepare and review all documents necessary to implement the issuance of the Bonds, including, but not limited to, authorizing resolutions, bond purchase agreement, and preliminary and final official statements distributed to potential investors, as required;

- In conjunction with the District and any other appropriate persons or entities, consult on the terms and conditions of the Bonds, such as maturities, coupon rates, call features, and security features, for the purpose of meeting market demands and the objectives of the District;
- 5. Provide information and material as needed to support presentations for rating agencies or bond insurance companies, if requested;
- 6. Coordinate printing and distribution of the preliminary and final official statements;
- 7. Schedule, coordinate, and attend necessary rating agency meetings (as applicable) to support the District's efforts to obtain the highest possible rating on the issue;
- 8. Organize and participate in information meetings, if needed, to create investor interest with potential retail or institutional clients in the bond issue;
- 9. Together with the District and other appropriate persons or entities, provide market information on the timing of the sale of the Bonds in relation to the market conditions and financing needs;
- 10. Arrange for distribution of the final official disclosure statements in accordance with Section 240.15c2-12 of Title 17 of the *Code of Federal Regulations*;
- 11. Arrange for the printing of the Bonds and assist in the signing and delivering of the Bonds; and
- 12. Serve as underwriters of the Bonds, which obligation is conditioned upon the execution of a mutually satisfactory bond purchase agreement and other customary documentation;
- 13. Transact the sale of the Bonds, and coordinate the delivery of Bond proceeds to the District in a timely manner.

Section 2: Limitation of Duties

The District acknowledges and agrees that the Underwriters are not making a commitment to extend credit, make a loan, or otherwise fund the Project beyond the obligations contained in a mutually satisfactory bond purchase agreement. The District acknowledges that the services provided under this Agreement involve professional judgment on the part of the Underwriters, and that results cannot be, and are not, guaranteed.

The District further acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the District and the Underwriters in which the Underwriters are acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the District; (ii) the Underwriters have not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby, and the discussions, undertakings, and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the District on other matters); (iii) the only obligations the Underwriters have to the District with respect to the transaction contemplated hereby are set forth in this Agreement; and (iv) the District has consulted its own legal,

accounting, tax, financial, and other advisors, as applicable, to the extent it has deemed appropriate.

Section 3: Expenses

The District, from the Bond proceeds or other lawfully available funds, will pay the costs of the preparation and printing, or other reproduction of the Bond documents, and the cost of preparing, printing, issuing, and delivering the Bonds; legal fees and costs of its attorneys, bond counsel, and disclosure counsel; rating agency and credit enhancement fees, including all related travel; fiscal consultant fees; statistical and graphics services; cost of printing and distribution of the official statements; expense of publication of required public notices; and the costs of the fiscal agent or bond trustee and registrar.

The Underwriters shall pay all expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds, including, but not limited to, all advertising expenses in connection with the offering of the Bonds; the fees and disbursements of Underwriters' counsel; all out-of-pocket disbursements and expenses incurred by the Underwriters in connection with the offering and distribution of the Bonds (except as otherwise agreed to by the Parties); any fees of the California Debt and Investment Advisory Commission; the Committee on Uniform Securities Identification Procedure ("CUSIP") Service Bureau charge for the assignment of CUSIP numbers to the Bonds; and the fees associated with any blue sky or state securities registrations or qualifications of the Bonds.

Reimbursement for additional expenses, if required, shall be negotiated separately and expressly approved by the District. Reimbursable expenses shall be only for actual costs incurred in the performance of this Agreement. The District, shall pay for any such expenses from the Bond proceeds.

Section 4: Compensation

The Underwriters agree to prepare and coordinate all aspects of the sale of the Bonds. The Underwriter's maximum not-to-exceed compensation for each issuance of Bonds will be 0.245% for current interest bonds, 0.355% for convertible capital appreciation bonds and 0.425% for capital appreciation bonds, calculated on the total par amount of the Bonds.

Fees and commissions are paid from the proceeds of the Bonds and are calculated as a discount on the total bond amount. Furthermore, the discount shall be divided among the Underwriters according to the following: 50% for RBC, 25% for Piper, 25% for Citigroup. The compensation to the Underwriters is contingent upon the sale of Bonds, and will be paid only at the time of sale of such Bonds.

Section 5: Term of Agreement

This Agreement is to continue until the Project is financed or until the District's Board of Trustees formally abandons the Project, unless previously terminated by mutual written consent of the Parties.

This Agreement may be terminated at any time by the District, upon five business days' prior notice to such effect to the Underwriters, or by the Underwriters upon five business days' prior

notice to such effect to the District. Any such termination, however, shall not affect the obligations of the District under Section 4 hereof.

Section 6: Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Section 7: Governing Law

This Agreement, and the rights and obligations of the parties hereto, shall be construed, interpreted and enforced pursuant to the laws of the State of California, and exclusive venue in any actions pursuant to this Agreement shall be in Orange County, California The unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable interest and attorney's fees, to be fixed by court, and said costs, interest, and attorneys' fees shall be made a part of the judgment in said action. Prior to the commencement of any litigation concerning this Agreement, the Parties agree to first submit any disagreements to mediation. This mediation requirement is intended to reduce the costs of dispute resolution for the Parties.

Section 8: Subcontractors

The Underwriters shall, with the prior written approval of the District, use such subcontractors as are necessary in the fulfillment of this Agreement.

Section 9: Miscellaneous

Nothing contained herein shall preclude the Underwriters from carrying on its customary and usual business activities. The Underwriters specifically reserves the right, but is not obligated, to bid for and maintain secondary markets on any District outstanding bonds subject to appropriate information barriers. Services provided by the Underwriters in connection with this Agreement shall not limit the Underwriters from providing services for the District in conjunction with other services requested by the District, except as limited by rule of law or regulation.

In connection with services agreed to herein, it is understood that the Underwriters will render professional services as an independent contractor. Neither the Underwriters, nor any of its agents or employees, shall be deemed an employee of the District for any purpose.

The Underwriters shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the District.

This Agreement constitutes the entire agreement between the Parties relating to the subject matter thereof, and supersedes any prior understandings or representations. The Agreement may be amended or modified only by a writing signed by the Parties. It is solely for the benefit of the District and the Underwriters, and no other person or entity.

This Agreement is submitted in duplicate originals. The acceptance of this Agreement by the District will occur upon the return of one original executed by an authorized District representative, and the District hereby represents that the signatory below is so authorized.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

| RBC C. | APITAL MARKETS, LLC |
|--------|--------------------------|
| By: | Ryen Val- |
| Name: | Rian Wollmer Director |
| Title: | Director |
| Date: | 2 23/12 |
| | |

| PIPER | JAFFRAY & CO. | |
|--------|----------------|--|
| By: | Fritz. | |
| Name: | Frank Vega | |
| Title: | Vice President | |
| Date: | 2/23/12 | |

CITIGROUP GLOBAL MARKETS, INC.

| By: 🦟 | AAMatrand 11 | . <u>-</u> |
|--------|----------------|------------|
| Name: | VICTOR ANDRADE | -i |
| Title: | PIRECTOR | |
| Date: | 2123112 | |

COAST COMMUNITY COLLEGE DISTRICT

By: _____ Name: Jim Moreno

Title: Board President

Date:

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Overview of Student Success Programs and Initiatives and the Accountability Reporting for Community Colleges (ARCC) Measures of Student Success

Report prepared by

Dr. Andreea Serban, Interim Vice Chancellor Educational Services, CCCD; Dwayne Thompson, Associate Dean Institutional Research, GWC; Sheri Sterner, Administrative Director, Research, Planning and Institutional Effectiveness, OCC; Jorge Sanchez, Supervisor Institutional Research, CCC; Steve Webster, Research Systems Analyst, CCCD

February 29, 2012

The purpose of this report is to discuss the Accountability Reporting for the Community Colleges (ARCC) information from the 2011 report and highlight programs and strategies either currently in place at the three Coast colleges or planned for the future to enhance the success of our students in terms of completion of courses, degrees, certificates, transfer and basic skills.

Brief Overview of ARCC and the Definition of the ARCC Measures

California State Assembly Bill AB1417 (Pacheco) [Chapter 581, Statutes of 2004] required the Board of Governors of the California Community Colleges to recommend to the Legislature and Governor a workable structure (framework) for annual evaluation of community college performance in meeting statewide educational outcome priorities. Pursuant to AB 1417, the California Community Colleges Chancellor's Office (Chancellor's Office) worked with community college institutional researchers and an external panel of nationally recognized experts in higher education accountability to develop the mandated performance evaluation structure, now called *Accountability Reporting for the Community Colleges*, or ARCC.

The report provides an overview of system performance on specific indicators (transfer, vocational certificates, participation, etc.), along with college demographics and college performance on certain indicators (transfer, ESL, basic skills, vocational, etc).

The Chancellor's Office issued the first ARCC report in 2007 and the report is updated annually every March. Each college has opportunities to review a draft of the report and resubmit data if needed. Additionally, each college can submit to the Chancellor's Office a self-assessment regarding its performance, and the annual report includes these self-assessments.

As required by the Legislature, the Chancellor's Office produces this report each year and disseminates it so that each college will share the report with its local board of trustees. The Chancellor's Office also makes the report available to state government policymakers and the public at large. The report's objectives are to make policymakers, local college officials, and elected boards aware of system and college performance in specific areas of effort and to inform the public about overall system performance.

At the college level, the ARCC report includes seven measures of student success for each college.

ARCC Measure A: Student Progress and Achievement

Percentage of cohort of first-time students with minimum of 12 units earned who attempted a degree/certificate/transfer course within six years and who are shown to have achieved ANY of the following outcomes within six years of entry:

Q.

• Earned any AA/AS or Certificate (18 or more units)

• Actual transfer to four-year institution (students shown to have enrolled at any four-year institution of higher education after enrolling at a CCC)

• Achieved "Transfer Directed" (student successfully completed both transfer-level Math AND English courses)

• Achieved "Transfer Prepared" (student successfully completed 60 UC/CSU transferable units with a GPA >= 2.0)

The cohorts consisted of first-time students from 2002-2003 (Cohort 1), 2003-2004 (Cohort 2) and 2004-2005 (Cohort 3) who achieved outcomes by 2007-2008 (Cohort 1), 2008-2009 (Cohort 2) and 2009-2010 (Cohort 3). Transfer was determined by matching with a database generated by the Chancellor's Office that contains National Student Clearinghouse, UC and CSU transfers.

ARCC Measure B: Earned at least 30 Units

Percentage of cohort of first-time students with minimum of 12 units earned who attempted a degree/certificate/transfer course within six years of entry who are shown to have achieved the following value-added measure of progress within six years of entry:

• Earned at least 30 units while in the CCC system (value-added threshold of units earned as defined in wage studies as having a positive effect on future earnings.)

The cohorts consisted of first-time students from 2002-2003 (Cohort 1), 2003-2004 (Cohort 2) and 2004-2005 (Cohort 3) who achieved outcomes by 2007-2008 (Cohort 1), 2008-2009 (Cohort 2) and 2009-2010 (Cohort 3).

ARCC Measure C: Persistence Rate

Percentage of cohort of first-time students with minimum of six units earned in their first Fall term in the college who return and enroll in the subsequent Fall term anywhere in the system.

The rate is based on three first-time student cohorts enrolled in Fall 2006 (Cohort 1), Fall 2007 (Cohort 2) and Fall 2008 (Cohort 3). Persistence was measured by their enrollment in Fall 2007 (Cohort 1), Fall 2008 (Cohort 2) and Fall 2009 (Cohort 3).

ARCC Measure D: Success Rate for Credit Vocational Courses

The cohorts for vocational course completion rate consisted of students enrolled in credit vocational courses in the academic years 2007-2008, 2008-2009, 2009-2010. These cohorts excluded "special admit" students, i.e., students currently enrolled in K-12when they took the vocational course. Success was defined as having been retained to the end of the term (or end of the course) with a final course grade of A, B, C, or P.

ARCC Measure E: Success Rate for Credit Basic Skills Courses

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The cohorts for basic skills course completion rate consisted of students enrolled in credit basic skills courses in the academic years of interest (2007-2008, 2008-2009, 2009-2010). These cohorts excluded "special admit" students, i.e., students currently enrolled in K-12 when they took the basic skills course. Success was defined as having been retained to the end of the term (or end of the course) with a final course grade of A, B, C, or P.

ARCC Measure F: Improvement Rate for Credit ESL Courses

The ESL improvement rate cohorts consisted of students enrolled in credit ESL courses who successfully completed that initial course. Excluded were "special admit" students, i.e., students currently enrolled in K-12 when they took the ESL course. Success was defined as having been retained to the end of the term (or end of the course) with a final course grade of A, B, C, or Pass (P).

Students who successfully completed the initial ESL course were then followed across three academic years (including the year and term of the initial course). For ESL writing, reading, speaking/listening, the outcome of interest was that group of students who successfully completed a higher-level ESL course in the same discipline (writing, reading, speaking/listening) or a transfer level English course within three academic years of completing the first ESL course. In the case where the qualifying cohort course was Integrated ESL, improvement was signaled by progress in higher level integrated ESL or a higher level ESL course in writing or reading or speaking/listening, or transfer level English. Cohorts were developed and followed for academic years 2005-2006 to 2007-2008, 2006-2007 to 2008-2009, and 2007-2008 to 2009-2010.

ARCC Measure G: Improvement Rate for Credit Basic Skills Courses

The basic skills improvement rate cohorts consisted of students enrolled in a credit basic skills Reading, Writing, or Mathematics course who successfully completed that initial course. Excluded were "special admit" students, i.e., students currently enrolled in K-12 when they took the basic skills course. Students starting at one or more levels below transfer level were included in the cohorts. Success was defined as having been retained to the end of the term (or end of the course) with a final course grade of A, B, C, or Pass (P).

Students who successfully completed the initial basic skills course were followed across three academic years (including the year and term of the initial course). The outcome of interest was that group of students who successfully completed a higher-level course in the same discipline within three academic years of completing the first basic skills course. Cohorts were developed and followed for academic years 2005-2006 to 2007-2008, 2006-2007 to 2008-2009, and 2007-2008 to 2009-2010.

Overview of Coast Colleges' Performance on ARCC Measures

Coastline Community College (CCC)

CCC achieved above average levels of performance as compared to our peer group averages on the Student Progress and Achievement Rate; the Annual Basic Skills Successful Course Completion Rate and the Improvement Rate of Basic Skills Courses accountability indicators (see Table 1 and Appendix 1).

CCC achieved slightly below average levels of performance as compared to our peer group averages on the following accountability measures: Fall-to-Fall Persistence Rate; Vocational Successful Course Completion Rate.

The college has increased its Student Progress and Achievement rate from 58.2% to 64.0% before dropping to 52.2%. Coastline is just slightly below its peer group average on the percentage of students earning at least 30 units (67.5% compared to 68.3%). Career and Technical Education course success rates have remained consistent at 70% to 71%; about 2% below the peer group average.

Although well below the peer group average, Coastline's ESL improvement Rate has been steadily increasing. Additional analysis has revived Coastline has a significant numbers of ESL students who start 5 to 7 levels below college level course work and who do not reach college level within the time period for this measure. In response, over the past two years, the ESL Department has revised their curriculum and has begun to implement an accelerated program. We are hopeful that improvement in this area will be seen in the near future.

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|------------|------------------|----------|--------------|-----------|-----------------|-----------|--------------|
| | | % of | | | | | |
| | | Student | | | | | |
| | Student Achieve. | s Who | | Vocation | Basic Skills | | |
| | Rate | Earned | Fall to Fall | al Course | Course | ESL | Basic Skills |
| Report | Degree/Cert/Tran | at Least | Persistence | Completi | Completion | Improveme | Improveme |
| Year | S | 30 Units | Rate | on Rates | Rates | nt Rate | nt Rate |
| 2009 | 58.2% | 66.5% | 53.1% | 70.7% | 68.3% | 18.6% | 49.0% |
| 2010 | 64.0% | 71.7% | 47.7% | 71.5% | 68.5% | 19.8% | <u>51.9%</u> |
| 2011 | 52.2% | 67.5% | 44.4% | 70.3% | 69.7% | 23.2% | 46.3% |
| State-Wide | | | | | | | |
| 2011 | 53.6% | 72.8% | 67.6% | 77.0% | 61.4% | 54.6% | 58.6% |

| Table 1. CCC Performance on ARC | C Measures |
|---------------------------------|------------|
|---------------------------------|------------|

Golden West College (GWC)

Golden West College was significantly higher (over 5% greater) than state-wide on the following indicators: "Student Progress and Achievement" (59.8%), "Percent of Student Earning 30 units" (78.9%), and "Basic Skills Improvement Rate" (61.9%) (see Table 2 and Appendix 1). Additionally, GWC performed at or above state-wide averages on all accountability indicators except "Vocational Successful Course Completion Rate" (75.0% compared to 77.0%). Our rate, however, is higher than our Peer Group average of 73.8%.

While our "ESL Course Level Improvement Rate" was at or above the state-wide rate as well as our Peer Group average, our most recent rate is lower than our own prior two years (54.4% down from 59.7% and 57.2%). We will monitor and study this to determine if it is an anomaly or a disturbing trend. Like many California community colleges, two-thirds of first-time GWC students come to the college under-prepared academically and place into math and/or English courses below transfer level. The Basic Skills Initiative and the associated funds continue to facilitate the College's focus on improving students' basic skills, and we are seeing the fruits of those efforts. The College's Basic Skills Improvement Rate of 63.8% is significantly higher than our peer group average (nearly 10% higher) as well as the state-wide rate (over 5% higher).

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|------------|------------------|----------|--------------|------------|---------------|-----------|--------------|
| | • | % of | | | | | |
| | | Students | | | Basic | | |
| | Student Achieve. | Who | | Vocational | Skills | | |
| | Rate | Earned | Fall to Fall | Course | Course | ESL | Basic Skills |
| | Degree/Cert/Tra | at Least | Persistenc | Completio | Completio | Improveme | Improveme |
| | ns | 30 Units | e Rate | n Rates | n Rates | nt Rate | nt Rate |
| 2009 | 58.4% | 77.3% | 78.7% | 76.2% | 59.3% | 57.1% | 63.4% |
| 2010 | <u>6</u> 0.7% | 79.6% | 67.7% | 76.4% | 58.7% | 59.7% | 64.3% |
| 2011 | 59.8% | 78.9% | 70.4% | 75.0% | 61.9% | 54.4% | 63.8% |
| State-Wide | | | | | | | |
| 2011 | 53.6% | 72.8% | 67.6% | 77.0% | 61.4% | 54.6% | 58.6% |

Table 2. GWC Performance on ARCC Measures

Orange Coast College (OCC)

OCC has demonstrated above average levels of performance as compared to our peer groups on all accountability indicators, except on our basic skills improvement indicators. The college has increased its student progress and achievement rate from 64.1% to 66.0%. An analysis of this historical rate indicates higher percentages of students obtaining AA/AS degrees and certificates or becoming either transfer directed or transfer prepared without transferring to a four-year college. We remain consistently high on the percentage of students earning at least 30 units (81.5%). Vocational course success rates have remained strong at 80.2%. Last year, OCC's lowered persistence rate (72.9%) was due to the migration of data systems. This year, our rate rebounded to 79.2%, the highest in our peer group (see Table 3 and Appendix 1).

OCC has observed large increases of students entering below college level math, English and reading levels over the past five years. Our annual successful course completion rate in 2009-2010 (57.6%), while below the peer group average, has improved slightly since 2007-2008 (56.9%). Although our basic skills improvement rate has decreased with the 2007-08 cohort (61.2%) as compared to the last two cohorts in 2005-2006 (63.8%) and 2006-2007 (64.7%), the rate is still above our peer group. We are addressing our students' continuing basic skills needs through a Title III Strengthening Institutions grant.

The college's ESL program is primarily comprised of transfer level courses. Nine out of fourteen courses in the program have CSU transfer status and are not included in this calculation. The ESL improvement rate only reflects progress in the four non-transferable courses. The 2006-2007 and 2007-2008 cohorts reported improvement rates of 63.4% and 54.2%, respectively. Our locally derived ESL improvement rate for our entire ESL curriculum (irrespective of transfer status) was 44.3% in 2007-2008.

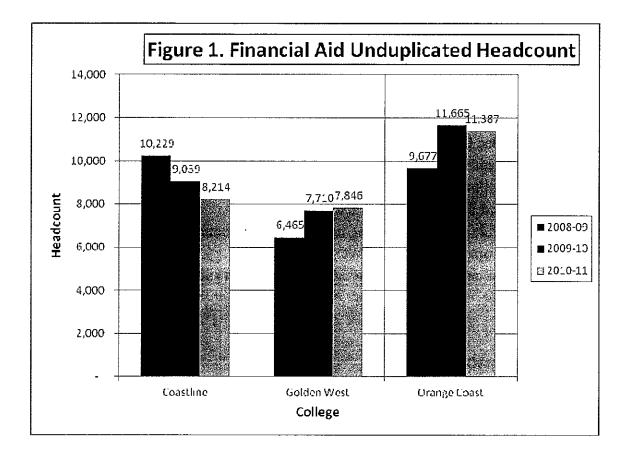
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|--------------------|---|---|--------------------------------------|--|---|-----------------------------|--------------------------------------|
| | Student Achieve. Rate Degree/Cert/Tra ns | % of Students Who Earned at Least 30 Units | Fall to Fall Persistenc e Rate | Vocational Course Completio n Rates | Basic Skills Course Completio n Rates | ESL Improveme nt Rate | Basic Skills Improveme nt Rate |
| 2009 | 64.8% | 81.4% | 81.6% | 79.2% | 56.9% | 61.0% | 63.8% |
| 2010 | 64.1% | 82.3% | 72.9% | 79.0% | 58.9% | 63.4% | 64.7% |
| 2011 | 66.0% | 81.5% | 79.2% | 80.2% | 57.6% | 54.2% | 61.2% |
| State-Wide 2011 | 53.6% | 72.8% | 67.6% | 77.0% | 61.4% | 54.6% | 58.6% |

Table 3. OCC Performance on ARCC Measures

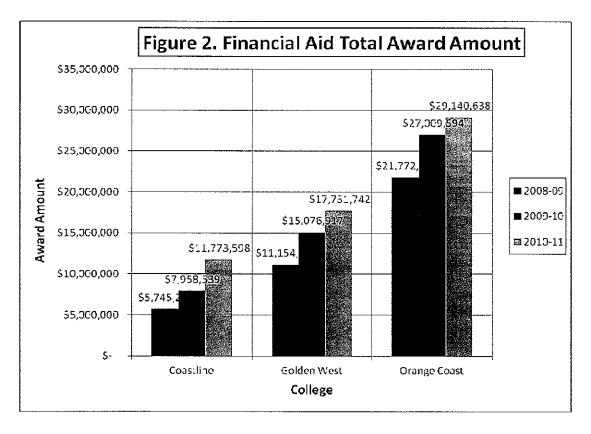
Overview of Current Student Success Programs and Initiatives at Coast Colleges

All three Coast College provide many foundational programs and services that aim to increase student success, retention, persistence and completion. Students are supported through collaboration between student services, instruction, and information technology departments at the colleges and the district office to provide integrated support and services for all students. These services include:

- ° General counseling and advisement
- ° Freshman orientation (in-person and online)
- ° College success and preparation courses
- ° Career Services (assessment and placement resources)
- [°] Library lectures, workshops and reference assistance
- ° Resource programs
 - o Book lending program (Library)
 - o Textbook rental (Bookstore)
 - PRoP (Pirate Referral Program) Helping those who may be dealing with crises in their lives or need assistance beyond their personal or family resources (OCC only).
 - o Scholarships
 - Financial Aid all three colleges have experienced a significant increase in the number of students applying and receiving financial aid (see Figures 1 and 2)



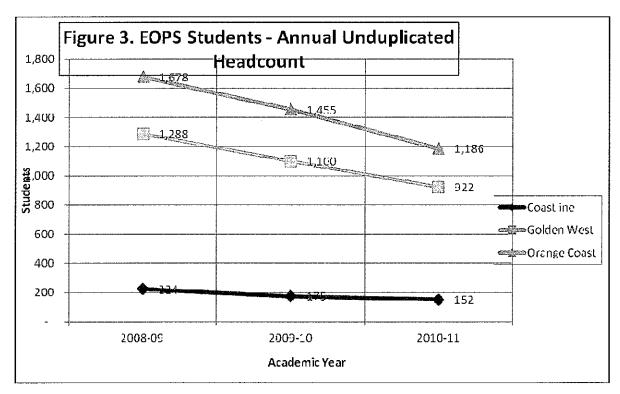
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Targeted Support for Specific Student Populations

Providing support for all students is a priority at Coast Colleges and the colleges have implemented and maintained programs designed to provide specialized assistance and support geared to the unique needs of certain populations. Regular evaluation of these programs ensures programs are meeting student needs and enhancing student success, retention and completion.

- ° EOPS Extended Opportunity Program & Services
- ° CARE Cooperative Agencies Resources for Education
- ° CalWorks California Work Opportunities and Responsibilities for Kids
- ^o DSPS Disabled Student Programs and Services
- ^o Puente Statewide program operating in 39 California Community Colleges. Targeted population is Hispanic (OCC and GWC only)
- UMOJA Enhancing opportunities for African American and other "at-risk" students (OCC only)
- ° Foster Youth
- ° Veterans
- ° Honors Program (OCC)
- ° Re-entry Center
- ° International Center
- ^o EBUS (Education Beyond the United States) International Student Program (CCC only)



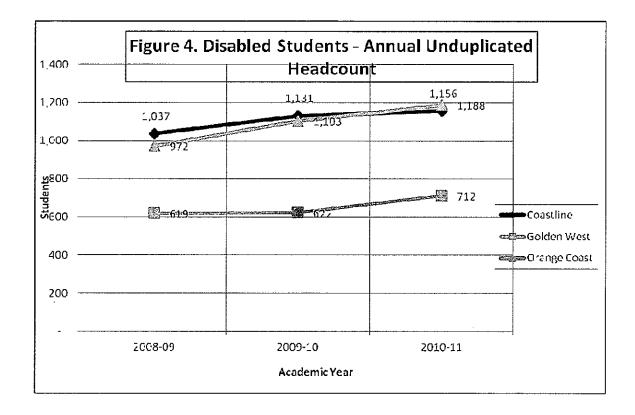


Figure 5. Distribution of Puente Golden West College Transfers to UC, CSU, and Private/Out of State Colleges, 2006-2010

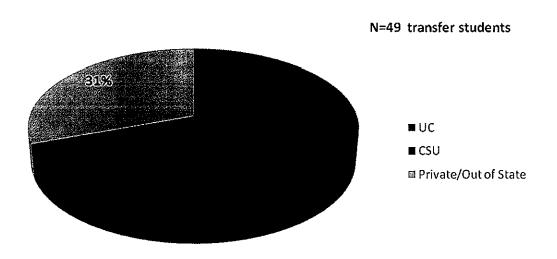


Figure 6. Distribution of Orange Coast College Transfers to UC, CSU, and Private/Out of State Colleges, 2006-2010

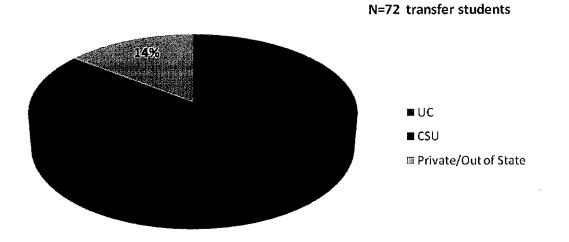
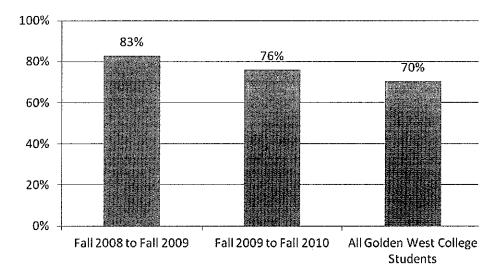


Figure 7. One Year College Persistence Rates of All Fall 2008 and Fall 2009 Puente Students and All Golden West College¹ Students



Source: CCCCO, Accountability Reporting for the Community Colleges Final Report, March 2011, Puente Project. ¹ CCCCO calculates a one-year persistence rate for all Fall 2008 students at college who were first-time freshmen (FTF) with at least 6 units earned in a fall term who enrolled in the following Fall 2009 term

Figure 8. One Year College Persistence Rates of All Fall 2008 and Fall 2009 Puente Students and All Orange Coast College¹ Students

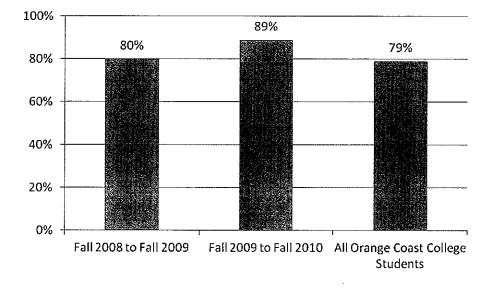
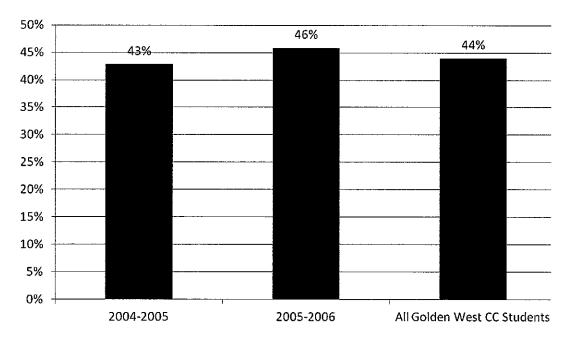
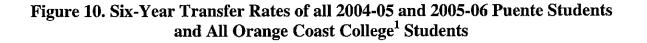


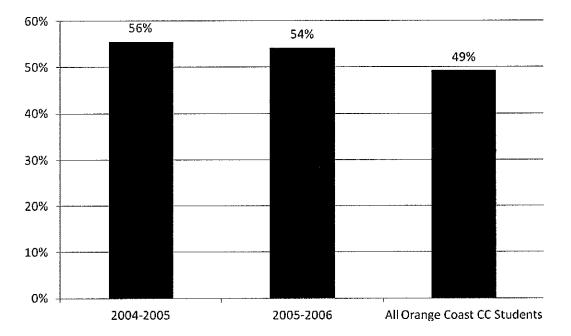
Figure 9. Six-Year Transfer Rates of all 2004-05 and 2005-06 Puente Students and All Golden West College¹ Students



Source: CCCCO, National Student Clearinghouse, Puente Project

¹ Transfer rate for all students at Golden West college is calculated for 2004-05 Cohort of FTF (completed at least 12 units and attempted transfer-level math or English) Transferring to Four-Year Institutions by 2009-10





Due to the large percentage of distance learning students at Coastline, attention is given to how we provide support at a distance. Online students have access to an online library and online tutoring. Various student services are provided online through online and electronic processes and procedures, online orientation, eChat, and eAdvising. In addition, there is a strong relationship between DSPS & Distance Learning to ensure online courses are within state and federal guidelines for accessibility. Coastline provides award winning ISD content to instructors in General Education and Basic Skills course.

The college-wide Student Success committee at Coastline has been meeting for two years to develop ideas and job descriptions for the reorganized Student Success Center. Coastline has begun to address its ARCC and other student success measures through its Title III Asian American and Native American Pacific Islander-Serving Institutions (AANAPISI) Strengthening Institutions federal grant (\$3 million/5yr). The goals of this grant are:

- Assist in development and implementation of processes and procedures modeled after best practices for student success
- Mentoring
- Accelerated programs
- Professional development for faculty and staff

In addition Coastline secured grants to enhance service to special student population through its ESL Citizenship grant (\$71,373/annually) and the AB77 Acquired Brain Injury grant (\$300,000/annually).

The addition of a Student Success Center at Coastline's Le Jao Learning Center and a new Faculty Coordinator along with Math, Science and Humanities Prep Institutes and Supplemental Instruction in Basic Skills and ESL should results in higher student success rates in both ESL and Basic Skills.

At GWC, members of the Student Success Committee and Basic Skills subcommittee continue to study issues that are barriers to student success and coordinate activities to provide the tools for students to be successful in college. One idea that is being seriously considered and studied is the feasibility of realigning the institution with a dedicated Basic Skills or Student Success emphasis. The goal for all three Coast Colleges is to improve our ability to identify students early on who are lacking the skills to succeed and to effectively schedule them for support and services they need. This will be a worthy challenge during times of historic budget cuts. In addition to the variety of student support programs mentioned above, GWC provides mini summer bridge program that includes English, Math and Counseling for basic skills students.

The newest, most innovative and one of the most dynamic areas on the GWC campus, is the new Learning Resource Center opened in 2011. This center is an easy way for students to use the "student success" services offered to them through their tuition costs. The goal of the library's information literacy instructional program is to teach students how to locate, evaluate, and use information for all of their educational needs. The library's instructional program is integrated into virtually every department and division of GWC. Other instructional services include library lectures and consultations with faculty regarding research needs.

OCC's Title III Strengthening Institutions Grant of almost \$2 million began in 2007 and after five years will run out at the end of September 2012. The Title III Strengthening Institutions Project was developed in two activities to address documented areas of critical weakness by developing a centralized Student Success Center (Activity One) which provides programs for pedagogical support, supplemental instruction (approximately 30 sections a semester) and skills development with the goal of improving student success, retention and progression. Activity Two is a five-year blueprint to deploy automated Early Alert and Attendance Accounting Systems. OCC also used funds from the State of California's Basic Skills Initiative (BSI) and the Associated Students of Orange Coast College (ASOCC). With these three sources of funding, OCC has been paying for tutoring (in-person and online) and for two instructional associates who are currently running a PASS (Peer Assisted Student Support) Program and a Writing/Reading Center. These services have been shown to increase student success in basic skills, degree applicable and transfer courses.

Initiatives designed to increase student success have been explored at OCC through the college's Enrollment Management Committee and Basic Skills Task Force. In spring 2011, a comprehensive Enrollment Management Plan was approved by the campus. The plan calls for a variety of student success strategies linked to key performance indicators. Examples of strategies include:

- Study the time to transfer, degree and certificate completion to determine ways to facilitate goal completion.
- Implement a degree audit system and online student education plans.
- Develop summer boot camp programs for students at remedial levels in math, reading and English.
- Implement core curriculum plan at a discipline level and schedule course offerings accordingly.

Overview of Student Success Programs and Initiatives under Consideration at Coast Colleges

Chancellor Jones has initiated three stretch goals for the district. One of these goals is to achieve a completion rate of 60% by 2014. The district office and the three colleges are currently engaged in pursuing several new initiatives to further enhance the infrastructure of the district in order to improve student completion.

All three Coast Colleges have developed and submitted to the state for approval new Associate Degrees for Transfer to the California State University System (CSU) pursuant to SB 1440. SB 1440 guarantees transfer to a CSU campus to students who complete one of these Associate Degrees.

Another initiative is the exploration of several different models of accelerated degree programs for students who are college ready in terms of English and Math preparation. These programs would combine accelerated instruction and student support services to ensure that eligible students can complete an associate degree in 12 months. GWC is taking the lead in this effort and, with assistance from the district office, is currently engaged in preparing an application for a Title V Hispanic Serving Institution federal grant, to secure the funding for developing and implementing accelerated degree programs that will beneficial district-wide. Other accelerated models could include concentrated intensive remedial math and English, prior to or concurrent with admission into transfer level course work. In addition, this grant will seek funds to help the enhancement of the reporting, analytical and data mining infrastructure district-wide.

Without access to and management of comprehensive data, student interventions are inconsistent. Lack of coordinated tracking of student progression slows timely interventions/measurement of progress. Without the capacity to adequately identify students who are at risk of not progressing, it is difficult to provide the appropriate intervention at the right time. As a result, students who do not receive timely, accurate advisement/counseling may take classes that do not count toward their goal, which may delay their degree completion or put them at risk for academic or progress probation and ultimately increase the likelihood of dropping out. Students who take too many units risk losing financial aid eligibility. Contributing to inadequate tracking of student progress, are deficiencies in using new technological strategies and relevant resources that can impact student success.

Part of this grant proposal will be designing a tracking plan and purchasing the necessary software to better align core indicators and data elements for program completion and institutional effectiveness that integrates software used in planning and tracking student progress (e.g., electronic educational plan, articulation database, degree audit program, early alert system).

Coastline Community College

Coast Community College District

College Performance Indicators

Student Progress and Achievement: Degree/Certificate/Transfer

Table 1.1: Student Progress and Achievement Rate Percentage of first-time students who showed intent to complete and who achieved any of the following outcomes within six years: Transferred to a four-year college; or earned an AA/AS; or earned a Certificate (18 units or more); or achieved "Transfer Directed" status; or achieved "Transfer Prepared" status. (See explanation in Appendix B.)

| | 2002-2003 | 2003-2004 | 2004-2005 |
|--|--------------|--------------|--------------|
| | to 2007-2008 | to 2008-2009 | to 2009-2010 |
| Student Progress and Achievement Rate | 58.2% | 64.0% | 52.2% |

Table 1.1a: Percent of Students Who Earned at Least 30 Units

Percentage of first-time students who showed intent to complete and who earned at least 30 units while in the California Community College System. (See explanation in Appendix B.)

| | 2002-2003 | 2003-2004 | 2004-2005 |
|---|--------------|--------------|--------------|
| | to 2007-2008 | to 2008-2009 | to 2009-2010 |
| Percent of Students Who Earned at Least 30 Units | 66.5% | 71.7% | 67.5% |

Table 1.2:Persistence Rate

Percentage of first-time students with a minimum of six units earned in a Fall term and who returned and enrolled in the subsequent Fall term anywhere in the system. (See explanation in Appendix B.)

| | Fall 2006 to | Fall 2007 to | Fall 2008 to |
|------------------|--------------|--------------|--------------|
| | Fall 2007 | Fall 2008 | Fall 2009 |
| Persistence Rate | 53.1% | 47.7% | 44.4% |



Coastline Community College

Coast Community College District

College Performance Indicators

Student Progress and Achievement: Vocational/Occupational/Workforce Development

See explanation in Appendix B.

 Table 1.3:

 Annual Successful Course

 Completion Rate for

 Credit Vocational Courses

| | 2007-2008 | 2008-2009 | 2009-2010 |
|---|-----------|-----------|-----------|
| Annual Successful Course Completion Rate for Vocational Courses | 70.7% | 71.5% | 70.3% |

Pre-Collegiate Improvement: Basic Skills, ESL, and Enhanced Noncredit

 Table 1.4:

 Annual Successful Course

 Completion Rate for

 Credit Basic Skills Courses

See explanation in Appendix B.

| | 2007-2008 | 2008-2009 | 2009-2010 |
|---|-----------|-----------|-----------|
| Annual Successful Course Completion Rate for Basic Skills Courses | 68.3% | 68.5% | 69.7% |

Table 1.5: Improvement Rates for ESL and Credit Basic Skills Courses

See explanation in Appendix B.

| | 2005-2006 to 2007-2008 | 2006-2007 to 2008-2009 | 2007-2008 to 2009-2010 |
|-------------------------------|---------------------------|---------------------------|---------------------------|
| ESL Improvement Rate | 18.6% | 19.8% | 23.2% |
| Basic Skills Improvement Rate | 49.0% | 51.9% | 46.3% |

Table 1.6: Career Development and College Preparation (CDCP) Progress and Achievement Rate

See explanation in Appendix B.

| | 2005-2006 to | 2006-2007 to | 2007-2008 to |
|---------------------------------------|--------------|--------------|--------------|
| | 2007-2008 | 2008-2009 | 2009-2010 |
| CDCP Progress and Achievement Rate | .% | .% | .% |



Coastline Community College

Coast Community College District

College Profile

Table 1.7:

Annual Unduplicated Headcount and Full-Time Equivalent Students (FTES)

| | 2007-2008 | 2008-2009 | 2009-2010 |
|---------------------------------------|-----------|-----------|-----------|
| Annual Unduplicated Headcount | 22,128 | 22,768 | 18,930 |
| Full-Time Equivalent Students (FTES)* | 6,493 | 6,972 | 6,251 |

Source: The annual unduplicated headcount data are produced by the Chancellor's Office, Management Information System. The FTES data are produced from the Chancellor's Office, Fiscal Services 320 Report. *FTES data for 2007-2008 and 2008-2009 are based on the FTES recalculation. FTES data for 2009-2010 are based on the FTES annual data.

Table 1.8: Age of Students at Enrollment

| | 2007-2008 | 2008-2009 | 2009-2010 |
|------------|-----------|-----------|-----------|
| 19 or less | 10.9% | 10.4% | 10.6% |
| 20 - 24 | 18.0% | 19.0% | 19.0% |
| 25 - 49 | 46.7% | 47.9% | 46.2% |
| Over 49 | 24.3% | 22.6% | 24.1% |
| Unknown | 0.1% | 0.1% | 0.1% |

Source: Chancellor's Office, Management Information System

Table 1.9: Gender of Students

| | 2007-2008 | 2008-2009 | 2009-2010 |
|---------|-----------|-----------|-----------|
| Female | 54.8% | 53.4% | 57.9% |
| Male | 44.1% | 45.1% | 40.7% |
| Unknown | 1.2% | 1.6% | 1.4% |

Source: Chancellor's Office, Management Information System



Coastline Community College

Coast Community College District

College Profile

Table 1.10: Ethnicity of Students

| | 2007-2008 | 2008-2009 | 2009-2010 |
|--------------------------------|-----------|-----------|---------------|
| African American | 7.3% | 7.5% | 5.4% |
| American Indian/Alaskan Native | 1.2% | 1.2% | 0.8% |
| Asian | 21.4% | 21.1% | 26.4% |
| Filipino | 1.5% | 1.6% | 1.7% |
| Hispanic | 14.7% | 13.9% | 1 4.6% |
| Pacific Islander | 0.4% | 0.5% | 0.4% |
| Two or More Races | .% | .% | 1.4% |
| Unknown/Non-Respondent | 16.3% | 18.2% | 12.8% |
| White Non-Hispanic | 37.2% | 36.0% | 36.7% |

Source: Chancellor's Office, Management Information System



Coastline Community College

Coast Community College District

College Peer Grouping

Table 1.11: Peer Grouping

| | Indicator | College's Rate | Peer Group Average | Peer Group Low | Peer Group High | Peer Group |
|---|---|-------------------|-----------------------|-------------------|--------------------|---------------|
| A | Student Progress and Achievement Rate | 52.2 | 48.7 | 37.8 | 69.0 | A5 |
| B | Percent of Students Who Earned at Least 30 Units | 67.5 | 68.3 | 63.9 | 72.4 | B5 |
| C | Persistence Rate | 44.4 | 55.9 | 29.3 | 75.6 | (4 |
| Ð | Annual Successful Course Completion Rate for Credit Vocational Courses | 70.3 | 73.8 | 59.7 | 89.8 | DI |
| E | Annual Successful Course Completion Rate for Credit Basic Skills Courses | 69.7 | 63.0 | 49.6 | 72.8 | El |
| F | Improvement Rate for Credit Basic Skills Courses | 46.3 | 53.9 | 46.3 | 60,4 | F6 |
| G | Improvement Rate for Credit ESL Courses | 23.2 | 43.0 | 0.0 | 67.2 | GI |

Note: Please refer to Appendices A and B for more information on these rates. The technical details of the peer grouping process are available in Appendix D.



Coastline Community College

Coast Community College District

College Self-Assessment

Coastline Community College was founded in 1976 with the specific mission of serving adult students through alternative delivery and scheduling formats. In addition to its classroom-based programs, the college has exceptional distance learning and instructional system design departments. The college has produced more than 80 internationally-distributed, award-winning telecourses and online courses. Coastline's creative scheduling and innovative instructional delivery formats are an excellent match for the educational needs and lifestyles of working adults.

In addition to serving working students, Coastline successfully serves the needs of more traditional students who simultaneously attend other colleges. These students find Coastline's wide range of general education distance learning and one-class-meeting-per-week format, site-based classes a viable option for picking up classes to augment their home college schedules. Because these students neither start nor complete their degree work at Coastline, their successful learning experiences at Coastline are not completely reflected in the ARCC data.

Coastline's recent Educational Master Plan suggests that the College will continue to experience increased diversity including continued growth from the Asian/Pacific Islander, Filipino and Hispanic populations. These populations disproportionately make up pockets of poverty in our community. These students are in need of remediation and clear information regarding pathways to CTE programs and transfer opportunities. As a result, Coastline was awarded a federal Title III grant to target the student success and retention of our American Asian and Native Pacific Islander student populations over the next five years. CCC is also promoting a culture of evidence to achieve greater student success and retention.

Overall, Coastline's ARCC 2011 data suggest a healthy campus, as evidenced by performance on the Student Progress and Achievement Rate (SPAR). Coastline's SPAR outperformed the peer group average by 3.5%. Coastline also outperformed the peer group average on the Annual Successful Course Completion Rate for Credit Basic Skills Courses measure by 6.7%. These are highly important student success indicators that demonstrate the college's ability to serve our mission and the needs of our community. On the remaining indicators - Coastline was slightly below the peer group averages with the exception of the Improvement Rate for Credit ESL Courses measure. This measure continues to be troubled by historic course coding errors that although corrected have not fully progressed through ARCC reporting.

Coastline is making a conscious effort to attract first-time students who will consider Coastline their home college. This effort has taken shape through the development of new programs including Biotechnology (the only biological laboratory technician training program in Orange County) and partnerships with local school districts for programs such as our Early College High School recognized as a California Distinguished School, community-based learning centers In Garden Grove, Westminster and Costa Mesa/Newport Beach, and development of innovative technologies to support the design and delivery of high-quality distance learning courses.

Coastline is eagerly engaged in the process of further improving our student outcomes. The college's innovative programs and intentional student success and retention focus efforts will continue to help our students meet their goals and improve our ARCC indicators.



Chancellor's Office California Community Colleges_

1102 Q Street Sacramento, California 95811-6539 www.cccco.edu

Coast Community College District

College Performance Indicators

Student Progress and Achievement: Degree/Certificate/Transfer

Table 1.1: Student Progress and Achievement Rate Percentage of first-time students who showed intent to complete and who achieved any of the following outcomes within six years: Transferred to a four-year college; or earned an AA/AS; or earned a Certificate (18 units or more); or achieved "Transfer Directed" status; or achieved "Transfer Prepared" status. (See explanation in Appendix B.)

| | 2002-2003 | 2003-2004 | 2004-2005 |
|--|--------------|--------------|--------------|
| | to 2007-2008 | to 2008-2009 | to 2009-2010 |
| Student Progress and Achievement Rate | 58.4% | 60.7% | 59.8% |

Table 1.1a: Percent of Students Who Earned at Least 30 Units

Percentage of first-time students who showed intent to complete and who earned at least 30 units while in the California Community College System. (See explanation in Appendix B.)

| | 2002-2003 | 2003-2004 | 2004-2005 |
|---|--------------|---------------|--------------|
| | to 2007-2008 | to 2008-2009 | to 2009-2010 |
| Percent of Students Who Earned at Least 30 Units | 77.3% | 79. 6% | 78.9% |

Table 1.2:Persistence Rate

Percentage of first-time students with a minimum of six units earned in a Fall term and who returned and enrolled in the subsequent Fall term anywhere in the system. (See explanation in Appendix B.)

| | Fall 2006 to Fall 2007 | Fall 2007 to Fall 2008 | Fall 2008 to Fall 2009 | |
|------------------|---------------------------|---------------------------|---------------------------|--|
| Persistence Rute | 78.7% | 67.7% | 70.4% | |



Golden West College

Coast Community College District

College Performance Indicators

Student Progress and Achievement: Vocational/Occupational/Workforce Development

See explanation in Appendix B.

Table 1.3: Annual Successful Course Completion Rate for Credit Vocational Courses

| | 2007-2008 | 2008-2009 | 2009-2010 |
|---|-----------|-----------|-----------|
| Annual Successful Course Completion Rate for Vocational Courses | 76.2% | 76.4% | 75.0% |

Pre-Collegiate Improvement: Basic Skills, ESL, and Enhanced Noncredit

 Table 1.4:

 Annual Successful Course

 Completion Rate for

 Credit Basic Skills Courses

See explanation in Appendix B.

| | 2007-2008 | 2008-2009 | 2009-2010 |
|---|-----------|-----------|-----------|
| Annual Successful Course Completion Rate for Basic Skills Courses | 59.3% | 58.7% | 61.9% |

Table 1.5: Improvement Rates for ESL and Credit Basic Skills Courses

See explanation in Appendix B.

| | 2005-2006 to 2007-2008 | 2006-2007 to 2008-2009 | 2007-2008 to 2009-2010 |
|-------------------------------|---------------------------|---------------------------|---------------------------|
| ESL Improvement Rate | 57.1% | 59.7% | 54.4% |
| Basic Skills Improvement Rate | 63.4% | 64.3% | 63.8% |

Table 1.6: Career Development and College Preparation (CDCP) Progress and Achievement Rate

See explanation in Appendix B.

| | 2005-2006 to | 2006-2007 to | 2007-2008 to |
|---------------------------------------|--------------|--------------|--------------|
| | 2007-2008 | 2008-2009 | 2009-2010 |
| CDCP Progress and Achievement Rate | .% | .% | .% |



Coast Community College District

College Profile

Table 1.7:

Annual Unduplicated Headcount and Full-Time Equivalent Students (FTES)

| | 2007-2008 | 2008-2009 | 2009-2010 |
|---------------------------------------|-----------|-----------|-----------|
| Annual Unduplicated Headcount | 21,309 | 20,883 | 20,361 |
| Full-Time Equivalent Students (FTES)* | 10,545 | 10,759 | 10,605 |

Source: The annual unduplicated headcount data are produced by the Chancellor's Office, Management Information System. The FTES data are produced from the Chancellor's Office, Fiscal Services 320 Report. *FTES data for 2007-2008 and 2008-2009 are based on the FTES recalculation. FTES data for 2009-2010 are based on the FTES annual data.

Table 1.8: Age of Students at Enrollment

| | 2007-2008 | 2008-2009 | 2009-2010 |
|------------|-----------|-----------|-----------|
| 19 or less | 25.2% | 24.2% | 25.2% |
| 20 - 24 | 35.5% | 35.9% | 37.3% |
| 25 - 49 | 33.0% | 34.1% | 33.0% |
| Over 49 | 6.3% | 5.8% | 4.5% |
| Unknown | .% | 0.0% | 0.0% |

Source: Chancellor's Office, Management Information System

Table 1.9: Gender of Students

| | 2007-2008 | 2008-2009 | 2009-2010 |
|---------|-----------|-----------|-----------|
| Female | 55.0% | 54.4% | 54.3% |
| Male | 44.6% | 44.7% | 44.8% |
| Unknown | 0.4% | 0.9% | 0.9% |

Source: Chancellor's Office, Management Information System



Coast Community College District

College Profile

Table 1.10: Ethnicity of Students

| | 2007-2008 | 2008-2009 | 2009-2010 |
|--------------------------------|-----------|-----------|-----------|
| African American | 1.8% | 1.9% | 1.9% |
| American Indian/Alaskan Native | 0.9% | 0.9% | 0.6% |
| Asian | 29.0% | 27.9% | 28.5% |
| Filipino | 3.0% | 2.9% | 2.6% |
| Hispanic | 16.7% | 17.3% | 20.8% |
| Pacific Islander | 0.9% | 1.0% | 0.7% |
| Two or More Races | .% | .% | 2.6% |
| Unknown/Non-Respondent | 9.9% | 10.8% | 3.8% |
| White Non-Hispanic | 37.8% | 37.3% | 38.4% |

Source: Chancellor's Office, Management Information System



Coast Community College District

College Peer Grouping

Table 1.11: Peer Grouping

| | Indicator | College's Rate | Peer Group Average | Peer Group Low | Peer Group Kigh | Peer Grovp |
|---|---|-------------------|-----------------------|-------------------|--------------------|---------------|
| A | Student Progress and Achievement Rate | 59.8 | 60.7 | 48.0 | 72.8 | A2 |
| В | Percent of Students Who Earned at Least 30 Units | 78.9 | 72.4 | 57.8 | 80.3 | B2 |
| C | Persistence Rate | 70.4 | 69.2 | 57.2 | 80.7 | G |
| D | Annual Successful Course Completion Rate for Credit Vocational Courses | 75.0 | 73.8 | 63.7 | 80.8 | D2 |
| E | Annual Successful Course Completion Rate for Credit Basic Skills Courses | 61.9 | 63.0 | 49.6 | 72.8 | E1 |
| F | Improvement Rate for Credit Basic Skills Courses | 63.8 | 57.6 | 39.5 | 76.0 | F2 |
| G | Improvement Rate for Credit ESL Courses | 54.4 | 52.6 | 20.0 | 77.1 | <i>G3</i> |

Note: Please refer to Appendices A and B for more information on these rates. The technical details of the peer grouping process are available in Appendix D.



Coast Community College District

College Self-Assessment

Golden West College (GWC) is located in the county of Orange and the city of Huntington Beach. We are one of three community colleges of the Coast Community College District serving primarily the communities of Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Newport Beach, Seal Beach, and Westminster. Golden West College serves just over 20,000 students per year with 63% of those students under the age of 25. The ethnic composition of our students is 32% Asian, 21% Hispanic, 2% African American, 38% white and 7% other.

Although transfer preparation and degree achievement are primary to the mission of Golden West College, our mission also includes responding to specific community needs with respect to career and technical training, employment skills preparation, as well as, remedial activities and lifelong learning. At graduation, more than one-third of our 1,200+ awards are vocational certificates. GWC offers 23 career certificate programs, featuring our P.O.S.T. certified Police Academy, California Board of Registered Nursing (BRN) and National League of Nursing (NLN) accredited Registered Nursing, National Automotive Technicians Education Foundation (NATEF) certified Automotive Technology, and California State Board of Cosmetology (CSB) certified Cosmetology programs.

Golden West College was significantly higher (over 5% greater) than state-wide on the following indicators: "Student Progress and Achievement" (59.8%), "Percent of Student Earning 30 units" (78.9%), and "Basic Skills Improvement Rate" (61.9%). Additionally, GWC performed at or above state-wide averages on all accountability indicators except "Vocational Successful Course Completion Rate" (75.0% compared to 77.0%). Our rate, however, is higher than our Peer Group average of 73.8%.

While our "ESL Course Level Improvement Rate" was at or above the state-wide rate as well as our Peer Group average, our most recent rate is lower than our own prior two years (54.4% down from 59.7% and 57.2%). We will monitor and study this to determine if it is an anomaly or a disturbing trend.

Like many California community colleges, two-thirds of first-time GWC students come to the college under-prepared academically and place into math and/or English courses below transfer level. The Basic Skills Initiative and the associated funds continue to facilitate the College's focus on improving students' basic skills, and we are seeing the fruits of those efforts. The College's Basic Skills Improvement Rate of 63.8% is significantly higher than our peer group average (nearly 10% higher) as well as the state-wide rate (over 5% higher).

Members of our Student Success Committee and Basic Skills subcommittee continue to study issues that are barriers to student success and coordinate activities to provide the tools for students to be successful in college. One idea that is being seriously considered and studied is the feasibility of realigning the institution with a dedicated Basic Skills or Student Success emphasis. Our goal is to improve our ability to identify students early on who are lacking the skills to succeed and to effectively schedule them for support and services they need. This will be a worthy challenge during times of historic budget cuts.



Orange Coast College

Coast Community College District

College Performance Indicators

Student Progress and Achievement: Degree/Certificate/Transfer

Table 1.1: Student Progress and Achievement Rate Percentage of first-time students who showed intent to complete and who achieved any of the following outcomes within six years: Transferred to a four-year college; or earned an AA/AS; or earned a Certificate (18 units or more); or achieved "Transfer Directed" status; or achieved "Transfer Prepared" status. (See explanation in Appendix B.)

| | 2002-2003 | 2003-2004 | 2004-2005 |
|--|--------------|--------------|--------------|
| | to 2007-2008 | to 2008-2009 | to 2009-2010 |
| Student Progress and Achievement Rate | 64.8% | 64.1% | 66.0% |

Table 1.1a: Percent of Students Who Earned at Least 30 Units

Percentage of first-time students who showed intent to complete and who earned at least 30 units while in the California Community College System. (See explanation in Appendix B.)

| | 2002-2003 | 2003-2004 | 2004-2005 |
|---|--------------|--------------|--------------|
| | to 2007-2008 | to 2008-2009 | to 2009-2010 |
| Percent of Students Who Earned at Least 30 Units | 81.4% | 82.3% | 81.5% |

Table 1.2:Persistence Rate

Percentage of first-time students with a minimum of six units earned in a Fall term and who returned and enrolled in the subsequent Fall term anywhere in the system. (See explanation in Appendix B.)

| | Fall 2006 to | Fall 2007 to | Fall 2008 to |
|------------------|--------------|--------------|--------------|
| | Fall 2007 | Fall 2008 | Fall 2009 |
| Persistence Rate | 81.6% | 72.9% | 79.2% |



Orange Coast College

Coast Community College District

College Performance Indicators

Student Progress and Achievement: Vocational/Occupational/Workforce Development

See explanation in Appendix B.

Table 1.3: Annual Successful Course Completion Rate for Credit Vocational Courses

| | 2007-2008 | 2008-2009 | 2009-2010 |
|---|-----------|-----------|-----------|
| Annual Successful Course Completion Rate for Vocational Courses | 79.2% | 79.0% | 80.2% |

Pre-Collegiate Improvement: Basic Skills, ESL, and Enhanced Noncredit

 Table 1.4:

 Annual Successful Course

 Completion Rate for

 Credit Basic Skills Courses

See explanation in Appendix B.

| | 2007-2008 | 2008-2009 | 2009-2010 |
|---|-----------|-----------|-----------|
| Annual Successful Course Completion Rate for Basic Skills Courses | 56.9% | 58.5% | 57.6% |

Table 1.5: Improvement Rates for ESL and Credit Basic Skills Courses

See explanation in Appendix B.

| | 2005-2006 to 2007-2008 | 2006-2007 to 2008-2009 | 2007-2008 to 2009-2010 | |
|-------------------------------|---------------------------|---------------------------|---------------------------|--|
| ESL Improvement Rate | 61.0% | 63.4% | 54.2% | |
| Basic Skills Improvement Rate | 63.8% | 64.7% | 61.2% | |

Table 1.6: Career Development and College Preparation (CDCP) Progress and Achievement Rate

See explanation in Appendix B.

| | 2005-2006 ta | 2006-2007 to | 2007-2008 to | |
|---------------------------------------|--------------|--------------|--------------|--|
| | 2007-2008 | 2008-2009 | 2009-2010 | |
| CDCP Progress and Achievement Rate | .% | .% | .% | |



Orange Coast College

Coast Community College District

College Profile

Table 1.7:

Annual Unduplicated Headcount and Full-Time Equivalent Students (FTES)

| | 2007-2008 | 2008-2009 | 2009-2010 | |
|---------------------------------------|-----------|-----------|-----------|--|
| Annual Unduplicated Headcount | 35,034 | 34,790 | 33,429 | |
| Full-Time Equivalent Students (FTES)* | 18,345 | 19,587 | 19,247 | |

Source: The annual unduplicated headcount data are produced by the Chancellar's Office, Management Information System. The FTES data are produced from the Chancellor's Office, Fiscal Services 320 Report. *FTES data for 2007-2008 and 2008-2009 are based on the FTES recalculation. FTES data for 2009-2010 are based on the FTES annual data.

Table 1.8: Age of Students at Enrollment

| | 2007-2008 | 2008-2009 | 2009-2010 |
|------------|-----------|-----------|-----------|
| 19 or less | 29.8% | 31.1% | 32.4% |
| 20 - 24 | 36.6% | 36.0% | 35.6% |
| 25 - 49 | 28.7% | 28.3% | 27.4% |
| Over 49 | 4.9% | 4.6% | 4.5% |
| Unknown | 0.0% | 0.0% | 0.0% |

Source: Chancellor's Office, Management Information System

Table 1.9: Gender of Students

| | 2007-2008 | 2008-2009 | 2009-2010 | |
|---------|-----------|-----------|-----------|--|
| Female | 49.8% | 48.9% | 48.2% | |
| Male | 49.7% | 49.5% | 49.9% | |
| Unknown | 0.5% | 1.6% | 1.8% | |

Source: Chancellor's Office, Management Information System



Orange Coast College

Coast Community College District

College Profile

Table 1.10: Ethnicity of Students

| | 2007-2008 | 2008-2009 | 2009-2010 | |
|--------------------------------|-----------|-----------|-----------|--|
| African American | 1.8% | 1.9% | 1.7% | |
| American Indian/Alaskan Native | 0.7% | 0.7% | 0.5% | |
| Asian | 23.0% | 22.1% | 22.6% | |
| Filipino | 2.1% | 2.1% | 2.0% | |
| Hispanic | 18.6% | 18.9% | 22.2% | |
| Pacific Islander | 0.9% | 1.0% | 0.7% | |
| Two or More Races | .% | .% | 2.3% | |
| Unknown/Non-Respondent | 9.9% | 11.1% | 5.7% | |
| White Non-Hispanic | 43.1% | 42.2% | 42.4% | |

Source: Chancellor's Office, Management Information System



Orange Coast College

Coast Community College District

College Peer Grouping

Table 1.11: Peer Grouping

| | Indicator | College's Rate | Peer Group Average | Peer Group Low | Peer Group High | Peer Group |
|---|---|-------------------|-----------------------|-------------------|--------------------|---------------|
| A | Student Progress and Achievement Rate | 66.0 | 60.7 | 48.0 | 72.8 | A2 |
| B | Percent of Students Who Earned at Least 30 Units | 81.5 | 75.1 | 69.4 | 83.8 | B4 |
| C | Persistence Rate | 79.2 | 70.8 | 56.2 | 79.2 | (3 |
| D | Annual Successful Course Completion Rate for Credit Vocational Courses | 80.2 | 73.8 | 63.7 | 80.8 | D2 |
| E | Annual Successful Course Completion Rate for Credit Basic Skills Courses | 57.6 | 64.4 | 57.6 | 80.7 | E3 |
| F | Improvement Rate for Credit Basic Skills Caurses | 61.2 | 57.6 | 39.5 | 76.0 | F2 |
| G | Improvement Rate for Credit ESL Courses | 54.2 | 58.7 | 48.9 | 69.2 | 65 |

Note: Please refer to Appendices A and B for more information on these rates. The technical details of the peer grouping process are available in Appendix D.



Orange Coast College

Coast Community College District

College Self-Assessment

Located in Costa Mesa, California, Orange Coast College (OCC) was founded in 1948. The college's current enrollment exceeds 24,000 students each semester and 34,500 students annually. OCC offers more than 130 academic and career programs. Nearly half of our students are enrolled in one of our career and technical programs. Over the past ten years, OCC's student population has become more ethnically diverse and exceeds the diversity of our service area. During this time the college also observed increases in students under 21. Currently, OCC ranks second statewide in the number of transfers to the California State University system and sixth to the University of California. Many also transfer to private colleges and universities.

OCC has demonstrated above average levels of performance as compared to our peer groups on all accountability indicators, except on our pre-collegiate improvement indicators. The college has increased its student progress and achievement rate from 64.1% to 66.0%. An analysis of this historical rate indicates higher percentages of students obtaining AA/AS degrees and certificates or becoming either transfer directed or transfer prepared without transferring to a four-year college. The increase of students achieving these outcomes without transferring may be the impact of tightening admissions at CSU and UC or more students attending private colleges not reported in the National Student Clearinghouse. We remain consistently high on the percentage of students earning at least 30 units (81.5%). Vocational course success rates have remained strong at 80.2%. Last year, OCC's lowered persistence rate (72.9%) was due to the migration of data systems. This year, our rate rebounded to 79.2%, the highest in our peer group.

OCC has observed large increases of students entering below college level math, English and reading levels over the past five years. Our annual successful course completion rate in 2009-2010 (57.6%), while below the peer group average, has improved slightly since 2007-2008 (56.9%). Although our basic skills improvement rate has decreased with the 2007-08 cohort (61.2%) as compared to the last two cohorts in 2005-2006 (63.8%) and 2006-2007 (64.7%), the rate is still above our peer group. We are addressing our students' continuing basic skills needs through a Title III Strengthening Institutions grant.

The college's ESL program is primarily comprised of transfer level courses. Nine out of fourteen courses in the program have CSU transfer status and are not included in this calculation. The ESL improvement rate only reflects progress in the four non-transferable courses. The 2006-2007 and 2007-2008 cohorts reported improvement rates of 63.4% and 54.2%, respectively. Our locally derived ESL improvement rate for our entire ESL curriculum (irrespective of transfer status) was 44.3% in 2007-2008.

As these statistics demonstrate, our success and improvement rates remained fairly consistent on the majority of indicators over the past three years. Additionally, the college has performed above its peer group on most indicators. Orange Coast College is justly proud of the success rates of its students and the quality of instruction and support provided by its faculty and staff.



Chancellor's Office California Community Colleges

1102 Q Street Sacramento, California 95811-6539 www.cccco.edu

Coast Community College District Classified Employees Early Notification Program (ENP)

MEMORANDUM OF UNDERSTANDING

Coast Federation of Classified Employees & the Coast Community College District

- This Early Notification Program (ENP) is available to regular, fully-benefited CCCD classified employees (75-100% of full-time employment). Members of the faculty are not eligible to participate in the ENP.
- In order to participate in the ENP, employees who are eligible shall provide an Irrevocable Letter of Resignation or Retirement, on the provided form, between March 8 and April 2, 2012 inclusive, specifying their intent to resign and/or retire from the District.
- The Irrevocable Letter of Resignation or Retirement will include the specific date of resignation or retirement, which must be effective on or before **December 31, 2012**. The irrevocable letter must be submitted to the Vice Chancellor of Human Resources *in person, via District mail, or fax, <u>and be received</u> in the Office of Human Resources in the specified window period above. (The form for the Irrevocable Letter of Resignation or Retirement is attached.)*
- If the Irrevocable Letter of Resignation or Retirement is not received by 5 p.m., Monday, April 2, 2012, the employee will not be eligible for the ENP.
- Eligible employees participating in the ENP will be paid \$2,000, after resignation or retirement from the District.
- In order to receive District benefits, for those retiring under ENP, participants must be at least 55 years of age and have achieved 10 years of service by the effective date of retirement from the District.
- Eligible employees, currently employed by the District, who previously provided notice of resignation or retirement on or after January 1, 2012, may participate in the ENP.
- Participants will be paid on the 10th of the month during the payroll period following the effective date of resignation or retirement.

This MOU is contingent upon the Coast Community College District Board of Trustees approval.

Attachment 19

Signed:

Deborah Hirsh Vice Chancellor of Human Resources Connie Marten, Chief Negotiator Coast Federation of Classified Employees

Date

Date

Jim Moreno, President Board of Trustees Ann Nicholson, President Coast Federation of Classified Employees

Date

Date

Early Notification Program (ENP)

Irrevocable Letter of Resignation/Retirement

(Due No Later Than 5 p.m., Monday, April 2, 2012)

Date: _____

Deborah Hirsh, Ed.D Vice Chancellor of Human Resources Coast Community College District Department of Human Resources

Dear Dr. Hirsh:

I am submitting this Irrevocable Letter of Resignation or Retirement to confirm my decision to \Box resign/ \Box retire (*check applicable*) on or before December 31, 2012, from the Coast Community College District. My effective date of resignation/retirement is ______, 2012 (*provide specific date*). I also acknowledge my understanding that this notice, once signed and received, cannot be withdrawn or changed.

In taking this step to participate in the **Early Notification Program**, I further understand that payment of \$2,000 will be provided to me through the payroll system on the 10th of the month during the payroll period following my effective date of resignation or retirement.

Signed:

(Print Name)

(Print Department and Ext. Number)

(Employee ID Number)

Campus Personnel Verification

 (Signature)

 (Print Name)

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Coast Community College District Confidential and Management Employees Early Notification Program (ENP)

ENP - Highlights

- This Early Notification Program (ENP) is available to regular, fully-benefited CCCD confidential and management employees (75-100% of full-time employment). Members of the faculty and executive management are not eligible to participate in the ENP.
- In order to participate in the ENP, employees who are eligible shall provide an Irrevocable Letter of Resignation or Retirement, on the provided form, between March 8 and April 2, 2012 inclusive, specifying their intent to resign and/or retire from the District.
- The Irrevocable Letter of Resignation or Retirement will include the specific date of resignation or retirement, which must be effective on or before **December 31, 2012.** The irrevocable letter must be submitted to the Vice Chancellor of Human Resources *in person, via District mail, or fax, <u>and be received</u> in the Office of Human Resources* in the specified window period above. (The form for the Irrevocable Letter of Resignation or Retirement is attached.)
- If the Irrevocable Letter of Resignation or Retirement is not received by 5 p.m., Monday, April 2, 2012, the employee will not be eligible for the ENP.
- Eligible employees participating in the ENP will be paid \$2,000, after resignation or retirement from the District.
- In order to receive District benefits, for those retiring under ENP, participants must be at least 55 years of age and have achieved 10 years of service by the effective date of retirement from the District.
- Eligible employees, currently employed by the District, who previously provided notice of resignation or retirement on or after January 1, 2012, may participate in the ENP.
- Participants will be paid on the 10th of the month during the payroll period following the effective date of resignation or retirement.

This Program is contingent upon the Coast Community College District Board of Trustees approval.

Early Notification Program (ENP)

Irrevocable Letter of Resignation/Retirement

(Due No Later Than 5 p.m., Monday, April 2, 2012)

Date:

Deborah Hirsh, Ed.D Vice Chancellor of Human Resources Coast Community College District Department of Human Resources

Dear Dr. Hirsh:

I am submitting this Irrevocable Letter of Resignation or Retirement to confirm my decision to □ resign/□ retire (check applicable) on or before December 31, 2012, from the Coast Community College District. My effective date of resignation/retirement is ______, 2012 (provide specific date). I also acknowledge my understanding that this notice, once signed and received, cannot be withdrawn or changed.

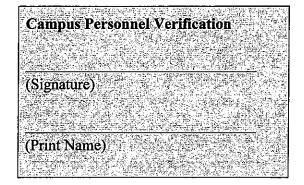
In taking this step to participate in the Early Notification Program, I further understand that payment of \$2,000 will be provided to me through the payroll system on the 10th of the month during the payroll period following my effective date of resignation or retirement.

Signed:

(Print Name)

(Employee ID Number)

(Print Department and Ext. Number)



RESOLUTION # 12-06 A Resolution of the Board of Trustees of the Coast Community College District To Request Budget Transfers from the County Treasurer

WHEREAS, the COAST COMMUNITY COLLEGE DISTRICT (the "District") desires to request the County Treasurer to make temporary transfers (the "Transfer") of monies to meet its current maintenance expenses for fiscal years 2011-2012 and 2012-2013; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon resolution adopted by the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, pursuant to California Constitution Article XVI, Section 6 and Education Code section 42620, the total amount that may be temporarily transferred to the District may not exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year 2012-2013; and

WHEREAS, the District has not issued, nor will issue, a TRAN or other borrowing or any kind or nature for the purpose of funding the District's short term cash flow, which is outstanding in whole or in part, while a Transfer is outstanding; and

WHEREAS, any Transfer to the District will be made from and limited to the Educational Money Market Fund.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find and determine that the Transfers are in the public interest and serve a valid public purpose.

2. The District Board of Trustees hereby requests transfers of monies from the Educational Money Market Fund to the District to cover the District's current maintenance expenses for FY 2011-2012 and FY 2012-2013. The amount of any Transfer cannot exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year. This amount shall be certified by the District and the actual amount of any Transfer(s) will be approved, if at all, in the discretion of the County Treasurer, exercising her trust and fiduciary duties with respect to protecting all of the Educational Investment Pool participants from any principal loss and ensuring adequate liquidity to meet operating cash needs, that such monies are available for such Transfers. The District Vice Chancellor of Finance and Administrative Services is hereby authorized and directed for and on behalf of the District to formally request a Transfer in an amount and upon a date designated by the District Vice Chancellor of Finance and Administrative Services, not to exceed the limitations to such Transfer as provided herein.

 For FY 2011-2012, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2011, nor later than April 30, 2012. The Transfer shall be repaid no later than October 31, 2012.

 For FY 2012-2013, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2012, nor later than April 29, 2013. The Transfer shall be repaid no later than October 31, 2013.

5. It is hereby requested that the Treasurer deposit Transfer installments to the District in the General Fund. All Transfer installments to the District will be made from and limited to the Educational Money Market Fund.

6. The monies transferred to the District shall be repaid to the Educational Investment Pool from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Compound interest on any Transfer installment will accrue and be payable by the District at a rate equal to the gross rate the Educational Investment Pool is earning for the same period from the date of the Transfer plus five (5) basis points until the entire Transfer and applicable interest is repaid.

7. The monies transferred to the District will be repaid to the Educational Money Market Fund from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Full repayment of any Transfer shall be made no later than October 31 following each fiscal year. The District understands and agrees that repayment of any and all Transfers is an obligation imposed by law and the obligation of the District to make payments with respect to such Transfer(s) is absolute and unconditional, payable from lawfully available funds of the District. In furtherance of the District's repayment obligations, District hereby grants the County a first lien and pledge of all District revenues accruing to the District for the purpose of repayment of the Transfer(s).

8. The District Board of Trustees hereby determines that it can meet its financial obligations as set forth in the Temporary Transfer Agreement presented to this Board. The Temporary Transfer Agreement is hereby approved and the District Vice Chancellor of Finance and Administrative Services is hereby authorized and directed to execute the Temporary Transfer Agreement on behalf of the District.

9. The Clerk/Secretary of the Board of Trustees is hereby directed to submit a certified copy of this Resolution to the Orange County Treasurer-Tax Collector.

10. This resolution shall take effect immediately.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on March 7, 2012 this Resolution was adopted by the Board by a vote of Aye: No: Abstain: Absent:

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Christian Teeter, Ed.D., Board Secretary, Board of Trustees

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