
AGENDA

Coast Community College District Regular Meeting of the Board of Trustees

Date: Wednesday, May 2, 2012

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 Pledge of Allegiance - Trustee Jerry Patterson

1.04 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.

1.05 Presentations and Ceremonial Resolutions

1.05.01 Acceptance of Retirements

2.00 Informative Reports

2.01 Budget Update by W. Andrew Dunn, Vice Chancellor of Administrative Services and Finance

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 LA CCD Bond Construction Program Audit

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 District Student Activities

6.01 DIS - District Student Activities

7.00 Authorization for Student Trips

7.01 CCC - Student Trips

7.02 OCC - Student Trips

7.03 GWC - Student Trips

8.00 Authorization for Special Projects

8.01 GWC - Special Projects

8.02 CCC - Special Projects

8.03 OCC - Special Projects

9.00 Authorization to Apply for Funded Programs

9.01 DIS - Authorization to Apply for Funded Programs

10.00 Authorization for Disposal of Surplus

10.01 DIS - Authorization for Disposal of Surplus

11.00 Authorization to Enter into Standard Telecourse Agreements

11.01 CCC - Standard Telecourse Agreements

12.00 Approval of Clinical Contracts

12.01 OCC - Clinical Contracts

13.00 Approval of Standard Agreements

- 13.01 CCC - Standard Agreements and Scope of Work**
- 14.00 Authorization for Purchase of Institutional Memberships**
 - 14.01 GWC - Institutional Memberships**
 - 14.02 DIS - Institutional Memberships**
 - 14.03 CCC - Institutional Memberships**
 - 14.04 OCC - Institutional Memberships**
- 15.00 Authorization for Off-Campus Assignments**
 - 15.01 CCC - Off-Campus Assignments**
- 16.00 Authorization for Community Activities**
 - 16.01 GWC - Community Activities**
 - 16.02 OCC - Community Activities**
- 17.00 Authorization for Sailing Program**
 - 17.01 OCC - Sailing Program**
- 18.00 Personnel Items**
 - 18.01 DIS - Personnel Items**
 - a. Authorization for Leaves of Absence**
 - b. Authorization for Changes in Assignments, Academic Staff**
 - c. Authorization for Professional Experts**
 - d. Authorization for Monthly Travel Allowance**
- 19.00 Authorization for Independent Contractors**
 - 19.01 GWC - Independent Contractors**
 - 19.02 DIS - Independent Contractors**
 - 19.03 CCC - Independent Contractors**
 - 19.04 OCC - Independent Contractors**
- 20.00 Authorization for Staff Development**
 - 20.01 GWC - Staff Development**
- 21.00 Approval of Purchase Orders**
 - 21.01 DIS - Purchase Orders**
- 22.00 Ratification/ Approval of Checks**

- 22.01 DIS - Ratification/Approval of Checks**
- 23.00 Check List for General Obligation Bond Fund**
 - 23.01 DIS - Check List for General Obligation Fund**
- 24.00 Authorization for Special Payments**
 - 24.01 OCC - Authorization for Special Payments**

DISCUSSION CALENDAR

- 25.00 Approval of Agreements**
 - 25.01 DIS - Approval of Non-Standard Service Agreement between GovernmentJobs.com, Inc. (d/b/a "NEOGOV"), and the Coast Community College District to Host a Web-Based Applicant Tracking and Performance Appraisal System, Including Customer Support and Training for the Office of Human Resources**
 - 25.02 OCC - Approval of Non-Standard Agreement between the State of California, Department of Boating and Waterways and the Coast Community College District to Provide Grant Funds**
 - 25.03 OCC - Approval of Non-Standard Agreement between SimplexGrinnell and the Coast Community College District to Provide Specialized Fire Extinguisher Service and Maintenance to OCC Sailing Vessels and Facilities**
 - 25.04 OCC - Approval of Revision to Amendment #1 Lease Agreement between the County of Orange, a Political Subdivision of the State of California and Coast Community College District (Orange Coast College School of Sailing & Seamanship), a Public Educational Agency**
 - 25.05 DIS - Approval of Interim Educational Administrator Employment Agreement, Interim Director, Career Services, OCC**
 - 25.06 DIS - Approval of First Amendment to the Agreement with Townsend Public Affairs for District Legislative Advocacy Services**
 - 25.07 CCC - Approval of Agreement between Coast Community College District, Beijing Tourism Professional School (BTPS), Mycareer Education Consulting Co., Ltd. (Mycareer), and United Education Alliance, LLC (UEA), to Provide Educational Programs and Services to Students Enrolled in Beijing Tourism Professional School**
 - 25.08 CCC - Approval of Agreement between Coast Community College District, Beijing Mingde High School (Mingde), Mycareer Education Consulting Co. Ltd. (Mycareer), and United Education Alliance, LLC (UEA) to Provide Educational Programs and Services to Students Enrolled in Beijing Mingde High School**
 - 25.09 CCC - Approval of Agreement between NCS Pearson, Inc., and the Coast Community College District to Operate as a Controlled Testing Center**

- 25.10 CCC - Approval of Agreement between the County of Orange and the Coast Community College District to Provide Veterans' Services in Partnership with the Orange County Housing Authority**
- 26.00 Buildings and Grounds Approvals**
 - 26.01 DIS - Authorization to Contract with ACE Communications Engineering Inc. for the Coastline College Newport Beach Learning Center Building Security System Using CMAS Contract Pricing**
 - 26.02 DIS - Authorization to Utilize CLIMATEC Building Technologies Group to Upgrade Campus Buildings HVAC Controls for Orange Coast College Using U.S. General Services Administration (GSA) Contract No. GS-07F-0063H Pricing**
- 27.00 General Items of Business**
 - 27.01 DIS - Approval for the County of Orange Registrar of Voters to Use Coast Community College District Office Board Room as a Poll Site**
 - 27.02 DIS - Appointment of Student Trustee for Fiscal Year 2012-2013**
 - 27.03 DIS - Authorization to Make Payment to Rancho Santiago Community College District for Services Provided by Atkinson, Andelson, Loya, Ruud and Romo (AALRR)**
 - 27.04 OCC - Authorization to Conduct a Short-Term Study Abroad Program in Paris, France, Summer 2013**
 - 27.05 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreement for Contractor Services**
 - 27.06 OCC - Authorization to Conduct a Short-Term Study Abroad Program in Florence, Italy, Summer 2013**
 - 27.07 CCC - Authorization to Approve Mission and Vision Statements for Coastline Community College**
- 28.00 Resolutions**
 - 28.01 Adoption of Resolution #12-12 Authorizing Payment to Trustee Absent from Board Meeting**
 - 28.02 Adoption of Resolution #12-13 Authorizing Payment to Trustee Absent from Board Meeting**
- 29.00 Approval of Minutes**
 - 29.01 DIS - Approval of Minutes**
- 30.00 Policy Implementation/Administrative Procedure Ratification**

- 30.01 DIS - Adoption of Revised Board Policy 7909 Search and Selection of the Coast Community College District Executive Management Employees**
- 30.02 DIS - Adoption of Amended Board Policies 4611, 6200, 6541, 6542 and 6600**
- 30.03 DIS - Adoption of Revised Policy and Procedure BP 4230 (previously 4232) and AP 4230 (previously 4232) Grading and Academic Record Symbols**
- 30.04 DIS - Ratification of Revision of Administrative Procedure AP 5030 Student Fees and Charges Schedule**
- 30.05 DIS - Review and Ratification of Proposed Revisions to the Management Recruitment and Selection Procedures**

31.00 Close of Meeting

31.01 Public Comment (Closed Session - Items on the Agenda)

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

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

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

31.02 Recess to Closed Session

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

a. 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

Reappointment:
Interim Director, Career Services

6. Classified Management
Administrative Director Fiscal Affairs

7. Classified Staff
Staff Aide
Military/Contract Education Tech, Intermediate

8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments
 - Staff Assistant
 - Counseling & Guidance Office Operations Coordinator
 - Military Contract Education Program Coordinator
 - Special Assignment
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

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

c. Conference with Labor Negotiator
(Pursuant to Government Code Section 54957.6)

Agency Negotiators: Dr. Andrew Jones, Chancellor and 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

d. 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
Coast Federation of Classified Employees vs. Coast Community College
District, PERB Case No. LA-CE-5682-E

e. Conference with Legal Counsel: Anticipated Litigation
(Pursuant to sub-section "c" of Section 54956.9 of the Government Code)

Potential Initiation of Litigation: Two Cases

f. Conference with Legal Counsel: Anticipated Litigation

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

1. Construction delays at Orange Coast College
2. Construction delays at Golden West College
3. Bergelectric Corporation construction issues

31.03 Reconvene Regular Meeting

31.04 Report of Action from Closed Session (if any)

31.05 Adjournment

PRELIMINARY MATTERS
(White Pages)

**Wednesday, May 2, 2012
Regular Meeting 2012**

1. Preliminary Matters

Subject	1.01 - 1.05 Preliminary Matters
Meeting	May 2, 2012 - Regular Meeting 2012
Category	1. Preliminary Matters
Access	Public
Type	Preliminary Matters

1.01 Call to Order at 6:30 p.m.

1.02 Roll Call

1.03 Pledge of Allegiance - Trustee Jerry Patterson

1.04 Public Comment (Open Session)

1.05 Presentation and Ceremonial Resolutions

1.05.01 Acceptance of Retirements

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

Faculty

Babb, Susan, GWC, Instructor, retirement effective 6/30/12
Carter, Henrietta, GWC, Instructor, retirement effective 6/1/12
Ebert, Darrell, GWC, Instructor, retirement effective 6/30/12
Filson, Joe, GWC, Counselor, retirement effective 7/1/12
Gleason, David, OCC, Instructor, retirement effective 5/28/12
Harwood, Glenn, CCC, Instructor, retirement effective 5/28/12
Hearlson, Kenneth, OCC, Instructor, retirement effective 5/28/12
Lovig, Margaret, CCC, Instructor, retirement effective 7/1/12
Steadry, Frederick, OCC, Instructor, retirement effective 5/28/12
Tennant, Wayne, OCC, Instructor, retirement effective 5/28/12
Wynne, Ann, OCC, Instructor, retirement effective 5/28/12

Susan Thomas Babb

Whereas, Susan Thomas Babb, Instructor, is retiring from Golden West College effective June 30, 2012; and

Whereas, Susan Thomas Babb is Chair of the Theater Department and a member of the Theater faculty at Golden West College. She received her Master's Degree in Costume and Scenic Design from California State University, Long Beach; and

Whereas, before joining GWC, Susan Thomas Babb was the Assistant Curator of Costumes at the L.A. County Museum of Art and Designer/Costume Supervisor for the Great Lakes Shakespeare Festival, and she has designed and executed costumes and makeup for over 200 productions in professional and educational theater; and

Whereas, in 2006 Susan Thomas Babb was recognized by the Huntington Beach Art Center for her contributions to promoting excellence in arts education. For the past 35 years, she has worked tirelessly behind the scenes designing and constructing costumes for almost every GWC Theater production, and she has been committed to providing students with a quality educational experience and to providing the campus and local community with outstanding theatrical productions; and

Whereas, Susan Thomas Babb will be greatly missed as an excellent theater arts educator and creative costume designer.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Susan Thomas Babb 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 Susan Thomas Babb on this day, the second day of May in the year 2012.

Henrietta Carter

Whereas, Henrietta Carter, Instructor, Music, is retiring from Golden West College effective June 1, 2012; and

Whereas, Professor Henrietta McKee Carter was hired to teach in the music department at Golden West College in 1976 and during her tenure taught choral music, vocal music, music fundamentals and music history and appreciation. She developed new courses as well as a music history course in World Music; and

Whereas, throughout the years, Henrietta Carter served on the Academic Senate, Instruction Planning Team, Council on Curriculum and Instruction, Student Equity Committee, Institute for Professional Development, District Student Equity Committee, Facilities and Safety Committee, and several sub-committees and hiring and equivalency committees; and

Whereas, Henrietta Carter has performed as a soprano soloist on campus and off campus as a professional soloist, choral director and singer. These activities, along with her education in French, German and Italian languages, enriched her teaching of music literature and vocal technique. A teaching highlight was as lead teacher for a study abroad semester in Florence, Italy; and

Whereas, during retirement, Henrietta Carter plans to continue singing, take voice lessons, teach private voice students, swim, help her grandchildren with schooling, and learn digital photography applications. She also hopes to develop a family tree document and complete gardening and home decorating projects.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Henrietta Carter 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 Henrietta Carter on this day, the second day of May in the year 2012.

Darrell Ebert

Whereas, Darrell Ebert, Instructor, Art, is retiring from Golden West College effective June 30, 2012; and

Whereas, Darrell Ebert's long and productive career at Golden West College has consistently represented the highest standards of teaching and service in art education; and

Whereas, upon graduation from San Jose State University in 1964, Darrell Ebert was selected as a Fulbright scholar to study and teach in New Zealand for 2 years. Upon his return, he obtained his Master of Art degree and in 1969 joined Golden West College; and

Whereas, in 1985 he was selected to teach drawing and painting in Taiwan and in the early 1990's was selected by the National Geographic Institute to tour Asia, giving lectures on Asian art and culture; and

Whereas, as an educator, Darrell Ebert taught students how to exercise their ability to make judgments in the absence of rules. His work as Golden West's Fine Arts Gallery curator has put Golden West on the map. Darrell Ebert is appreciated for all that he has done; his energy for students and teaching are immeasurable. He has been an effective and inspirational teacher whose warmth and empathy allowed students to relate, not only to him, but to whatever subject he was presenting.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Darrell Ebert on this day, the second day of May in the year 2012.

Joe Filson

Whereas, Joe Filson, Counselor, is retiring from Golden West College effective July 1, 2012; and

Whereas, at retirement, Joe Filson will have completed 36 years of service as a Golden West faculty member, having been hired as a full-time Anthropology Instructor in 1976; and

Whereas, Joe Filson also taught introductory computer courses in the 1980's and 1990's, and began full-time service as a Counselor in 1995; and

Whereas, Joe Filson obtained his Master of Arts Degree in Anthropology at San Diego State University, and Master of Arts Degree in Counseling at Loyola Marymount University; and

Whereas, Joe Filson considers it a privilege to have worked with students in these varied assignments. He would like to thank his colleagues for their support and kindness over the years. He has truly enjoyed his long career at Golden West College and the Coast Community College District.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Joe Filson on this day, the second day of May in the year 2012.

Dave Gleason

Whereas, Dave Gleason, Instructor, is retiring from Orange Coast College effective May 28, 2012; and

Whereas, Dave Gleason, associate professor of Physical Education and Athletics, is retiring after 34 years full-time at Orange Coast College; and

Whereas, over the years, Dave Gleason has coached football, wrestling and women's basketball. More recently, he has coordinated and coached in the Fitness Complex Strength and Conditioning department; and

Whereas, Dave Gleason is an alumnus of Orange Coast College with an Associate Degree, and has a Bachelor of Arts Degree in Physical Education from the University of California, Berkeley.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Dave Gleason on this day, the second day of May in the year 2012.

Glenn Harwood

Whereas, Dr. Glenn Harwood, Instructor, is retiring from Coastline Community College effective May 28, 2012; and

Whereas, Glenn Harwood, Professor of Speech, came to the Coast Community College District in 1984; and

Whereas, Glenn Harwood served in a variety of leadership roles during his tenure at Coastline, including Chair of the Professional Development Institute, Vice President of the Academic Senate, and member of the Mission, Plan and Budget Committee; and

Whereas, Glenn Harwood's central academic philosophy was to teach students the importance of focusing on the audience as the end of the speech.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Glenn Harwood on this day, the second day of May in the year 2012.

Ken Hearlson

Whereas, Kenneth (Ken) Hearlson, Instructor, Political Science, is retiring from Orange Coast College effective May 28, 2012; and

Whereas, Ken Hearlson began his 39 year tenure with the Coast Community College District in 1973. His first position was in the Veterans Department at Golden West College; and

Whereas, when Coastline Community College opened in 1976, Ken served as assistant dean in the Business

Department. In 1983 he left the District for a short period of time to work at Chapman College; and

Whereas, missing his friends and colleagues, he decided to return to the District and accepted a full-time faculty position, splitting his teaching assignment among the three District colleges until being assigned to a tenure-tracked teaching position at Orange Coast College. For the next 28 years, Ken Hearlson taught US Government and Current Issues to thousands of students and never regretted his decision to return to the Coast District and feels blessed to have played a small part in its history; and

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Ken Hearlson on this day, the second day of May in the year 2012.

Margaret Lovig

Whereas, Margaret Lovig, Professor and Department Chair, Paralegal Studies Program, is retiring after 21 years full time from Coastline Community College effective July 1, 2012; and

Whereas, Margaret Lovig began teaching at Orange Coast College as a part time faculty member in 1974 and transferred to Coastline Community College in 1976; and

Whereas, Margaret Lovig has personally touched the lives of hundreds of students and graduates during her career and was instrumental in directing the program and participating in the granting and maintaining Program Approval by the American Bar Association since 1985; and

Whereas, Margaret Lovig served on the American Bar Association Approval Commission for Paralegal Education Programs and on the Certifying Board of the National Association of Legal Assistants. She received her Legal Assistant Certificate from the University of California, an Associate in Arts degree from Orange Coast College, a Bachelor of Vocational Education degree from California State University, Long Beach, and is the recipient of the Gerald C. Hayward Excellence in Education Award 1996-1997 and the Lifetime Achievement Award for her Dedication to the Paralegal Profession in 2005; and

Whereas, Margaret Lovig served seven terms as Academic Senate President and Curriculum Co-Chair, two years as Interim Dean of Instruction, and her retirement plans bring the opportunity to continue being involved in learning from a different perspective.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Margaret Lovig for her years of service to Coastline Community 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 Margaret Lovig on this day, the second day of May in the year 2012.

Rick Steadry

Whereas, Frederick (Rick) Steadry, Instructor, Photography, is retiring from Orange Coast College effective May 28, 2012; and

Whereas, a double graduate of Harvard University, Rick has taught in the Photography Department at Orange

Coast College since 1971; and

Whereas, Rick Steadry's specialty is art photography using traditional film techniques; and

Whereas, Rick Steadry has taught an array of classes such as basic photography, commercial photography and special projects; and

Whereas, Rick Steadry looks forward to spending his retirement by pursuing art photography and fishing on isolated Canadian lakes, accessible only by float plane.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Rick Steadry on this day, the second day of May in the year 2012.

Wayne Tennant

Whereas, Wayne Tennant, Instructor, Art, is retiring from Orange Coast College effective May 28, 2012; and

Whereas, Wayne Tennant has taught in the Art and Digital Media/Design Departments since 1972; and

Whereas, Wayne Tennant is a graduate of the Art Center College of Design in Pasadena and California State University, Los Angeles; and

Whereas, during his tenure at Orange Coast College, Wayne Tennant has taught commercial art classes in Rapid Illustration, Typography and Digital Art. His personal art creations involve digital renderings of photographic images.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Wayne Tennant on this day, the second day of May in the year 2012.

Ann Wynne

Whereas, Ann Wynne, Instructor, Social Sciences, is retiring from Orange Coast College effective May 28, 2012; and

Whereas, Ann Wynne has served the Coast Community College District for 32 years, beginning her career as an instructional administrator at Coastline Community College, and then transferring to Orange Coast College in 1983 as a professor of history and ethnic studies in the Division of Social Sciences; and

Whereas, Ann Wynne's academic fields of teaching, research and publication include American ethnic history and educational technology; and

Whereas, Ann Wynne helped pioneer online education at Orange Coast College as an academic senate member of the high technology committee, curriculum committee, and budget and planning. She also

enjoyed two semesters as a study abroad instructor in Cambridge, England;

Whereas, Ann Wynne's UCLA dissertation was among the first field studies in history teacher expertise. She will return to Orange Coast College in the fall of 2012 as an adjunct professor emeritus, and plans to continue her world travels during her retirement years.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Ann Wynne for her years of service to Orange Coast 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 Ann Wynne on this day, the second day of May in the year 2012.

GENERAL INFORMATION AND REPORTS
(White Pages)

2. Informative Reports

Subject	2.01 Informative Reports
Meeting	May 2, 2012 - Regular Meeting 2012
Category	2. Informative Reports
Access	Public
Type	Informative Reports

2.01 Budget Update by W. Andrew Dunn, Vice Chancellor of Administrative Services and Finance

3. Matters for Review, Discussion and/or Action

Subject	3.01 - 3.06 Matters for Review, Discussion and/or Action
Meeting	May 2, 2012 - Regular Meeting 2012
Category	3. Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

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)

May 4-6, 2012, San Diego, CA, CCLC Annual Trustees' Conference
June 15-16, 2012, Sacramento, CA CCCT Board Meeting
October 10-13, 2012, Boston, MA, ACCT Leadership Congress
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: This project is progressing on schedule and has experienced a noticeable deal of progress

in the past month. The concrete superstructure has been completed and the formwork is in the process of being removed. Roofing is being installed in the north building at which time that area will attain "dry-in" status which marks a significant construction milestone. Interior framing is completed on the first floor currently progressing on the second floor. On May 7th the first asphalt pour will occur in the parking area which will initiate construction on the exterior site work. Finally, on 4/19 the project team and campus leadership met, at the project site, to view a "mock up" of the building finishes (paints, stains, flooring) and finalize the colors and textures of these materials.

3.05 Review of LACCD Bond Construction Program Audit (See Attachment #1)

3.06 Opportunity for the Board of Trustees to Discuss Proposed Revisions to Board Policy 7821, Classified/Administrative District Holiday Schedule

After review by District General Counsel and the Vice Chancellor of Human Resources, it is recommended by the Chancellor that Trustees have an opportunity to review proposed revisions to Board Policy 7821, Classified/Administrative District Holiday Schedule. Deletions are noted by ~~strikethrough~~ and additions are underlined in **bold**. Based on Trustee review and input, this item will be returned to the Discussion section of the May 16, 2012 Agenda for adoption. (See Attachment #2)

File Attachments

[5-2-12 Meeting.pdf \(67 KB\)](#)

[LACCD Bond Construction Program Audit memo.pdf \(56 KB\)](#)

[BP 7821 \(050-3-4\) CLASSIFIED-ADMINISTRATIVE HOLIDAYS DRAFT 2-21-12.pdf \(63 KB\)](#)

CONSENT CALENDAR

(Yellow Pages)

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

4. Travel

Subject	4.01 DIS - Authorization for Administratively Approved Travel
Meeting	May 2, 2012 - Regular Meeting 2012
Category	4. Travel
Access	Public
Type	Consent

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

ADMINISTRATIVE APPROVALS

March 28, 2012-April 25, 2012

Daniel C Bright, Hourly Instructor (OCC), to attend the Far West Athletic Trainers Association Annual Symposium, April 12 - 15, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$175, to be paid from CCA/CTA Professional Development Funds; submitted for administrative approval due to late submission to President's Office.
Administrative Approval: 4/4/2012

Brian E Conley, Instructor (GWC), to attend the Meeting of California Student Aid Commission, April 26 - 27, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization. This request is administratively approved because attendance is before the next Board date.
Administrative Approval: 4/6/2012

Crystal D Crane, Dir Of Personnl Svcs (GWC), to attend the Sungard Summit 2012, March 26 - 29, 2012, Las Vegas, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$1,175, travel by Air Coach, to be paid from TTIP Grant HR Technical Training. This request was submitted late due to uncertainty of workload. It was determined later in the week of March 19 that attendance at the conference would be beneficial and workload concerns were manageable.
Administrative Approval: 3/23/2012

Lori L Donohue, Registered Nurse (GWC), to attend the California College Health Nurses Association Hot Topics in College Health, April 21, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$75, including a registration fee of \$75, to be paid from Health Fees. This request is administratively approved because attendance is before the next Board date.
Administrative Approval: 4/6/2012

Stephanie L Dumont, Counselor (GWC), to attend the Ensuring Transfer Success 2012, May 2, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$175, including a registration fee of \$100, to be paid from IPD AFT funds. This request is administratively approved because the College committee that reviews these requests met after the April 4 Board deadline and attendance is the day of the next Board meeting.
Administrative Approval: 4/17/2012

Joanne M Foy, Hrly/Temp Tech (GWC), to attend the California College Health Nurses Association Hot Topics in College Health, April 21, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable

expenses of \$75, including a registration fee of \$75, to be paid from Health Fees. This request is administratively approved because attendance is before the next Board date.

Administrative Approval: 4/6/2012

Kimberly A Iriarte, Hrly/Temp Tech (GWC), to attend the California College Health Nurses Association Hot Topics in College Health, April 21, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$75, including a registration fee of \$75, to be paid from Health Fees. This request is administratively approved because attendance is before the next Board date.

Administrative Approval: 4/6/2012

Earnest G Marchbank, Counselor (GWC), to attend the Treasures by the Sea, April 21, 2012, Huntington Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$110, including a registration fee of \$85, to be paid from Foundation Account. This request was submitted late due to change in funding.

Administrative Approval: 3/28/2012

Martha M Parham, Dist Dir Mark & Pub (CCCD), to attend the Community College League of California Capitol Days and California State Assembly Subcommittee on Education Finance Meeting, April 24-25, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$850, including travel by Air Coach, to be paid from Public Info Management Conference Fund.

Administrative Approval: 4/11/2012

Omid A Pourzanjani, Dean (GWC), to attend the Chancellor's Office - Student Success Taskforce, April 13, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$345, including travel by Air Coach, rental car and insurance, to be paid from SB70 CTE Collaborative Grant Funds. This request is administratively approved because attendance is before the next Board date.

Administrative Approval: 4/12/2012

Omid A Pourzanjani, Dean (GWC), to attend the Workforce Leadership Institute 2012, April 18 - 20, 2012, San Ramon, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization. This request is administratively approved because attendance is before the next Board date.

Administrative Approval: 4/6/2012

Michelle Y Sambrano, Counselor (GWC), to attend the Treasures by the Sea, April 21, 2012, Huntington Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$110, including a registration fee of \$85, to be paid from Foundation Account. This request was submitted late due to change in funding.

Administrative Approval: 3/28/2012

Steven D Skille, Dir Of Financial Aid (GWC), to attend the 2012 Chancellor's Office Financial Aid Director's Spring Training, April 23 - 27, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$200, including a registration fee of \$200, to be paid from BFAP Funds. This request is administratively approved because attendance is before the next Board meeting.

Administrative Approval: 4/11/2012

Michael R Taylor, Professional Expert (OCC), to attend the 2012 Oregon State Spring Football Game, April 26 - 29, 2012, Corvallis, OR, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds. This is submitted for administrative approval due to late submittal to the President's Office.

Administrative Approval: 4/5/2012

Yvonne Valenzuela, Counselor (GWC), to attend the Ensuring Transfer Success 2012, May 2, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$175, including a registration fee of \$100, to be paid from IPD AFT funds .This request is administratively approved because the College committee that reviews these requests met after the April 4 Board deadline and attendance is the day of the next Board meeting.

Administrative Approval: 4/17/2012

Richard D Vasilik, Hourly Instructor (GWC), to attend the California Automotive Teacher's Annual Spring Conference, April 27 - 29, 2012, San Bruno, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$45, travel by Air Coach, rental car and insurance, to be paid from CCA. This request was submitted late due to change of leadership within Coast CCA.

Administrative Approval: 3/28/2012

Susan O Wong, Registered Nurse (GWC), to attend the California College Health Nurses Association Hot Topics in College Health, April 21, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$75, including a registration fee of \$75, to be paid from Health Fees. This request is administratively approved because attendance is before the next Board date.

Administrative Approval: 4/6/2012

Subject	4.02 DIS - Authorization for Attendance at Meetings and/or Conferences
Meeting	May 2, 2012 - Regular Meeting 2012
Category	4. Travel
Access	Public
Type	Consent

(1) Meetings for the Board of Trustees

None.

(2) Meetings for Faculty and Staff

Loretta P Adrian, President (CCC), to attend the Asian & Pacific Islander American Scholarship Fund Conference, June 19-21, 2012, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Title III and Sponsoring Organization.

Jesus J Alcala, Immigration Technichn (GWC), to attend the NAFSA 2012 Annual Conference & Expo, May 29 - June 1, 2012, Houston, TX, without loss of salary, with reimbursement for allowable expenses of \$2400, including a registration fee of \$880, travel by Air Coach, to be paid from International Students Program funds.

William B Barber, Instructor (OCC), to attend the American Culinary Federation National Convention, July 13 - 18, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$20,250, including a registration fee of \$3,000, travel by Air Coach, rental car and insurance, to be paid from ASOCC Competition Ancillary Funds, Culinary Club Ancillary Funds, Culinary Ancillary Account.

Pete Bouzar, Instructor (GWC), to attend the Administration 101: The Nuts and Bolts of California Community College Administration, July 22 - 26, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$1,600, including a registration fee of \$2,225, to be paid from IPD AFT funds, VP IPD Conference funds .Reimbursement requested only for partial payment of registration.

Candace D Brenner, Inst Assoc-Ms/ M/Sci (GWC), to attend the Women Hold Up Half the Sky, May 4, 2012, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from Classified Professional Development Funds.

Lionel G Caron, Hourly Instructor (OCC), to attend the Lynda.com Online Training, May 2 - June 30, 2012, without loss of salary, with reimbursement for allowable expenses of \$375, including a registration fee of \$375, to be paid from CCA/CTA Professional Development Funds. This is an online conference that is only being reimbursed for registration fees.

Treisa S Cassens, Librarian (GWC), to attend the Community College Library Issues Unconference At Santa Barbara City College, May 4 - 6, 2012, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1,070, to be paid from IPD AFT funds. The reason for this revision is to increase the allowed amount to \$1,070.

Sarah X Chang, Hourly Instructor (CCC), to attend the On-Site Counseling Facilitation Activities at Xiang Jaing High School in Support of Coastline Community College Education Bound United States (EBUS) Program, May 26-July 2, 2012, Guangzhou, China without loss of salary, with no reimbursement authorized from District funds, to be paid from Sponsoring Agency (College Compass, LLC).

Heather E Chesney, Comm Svcs Reg Tech 2 (GWC), to attend the Women Hold Up Half the Sky, May 4, 2012, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from Classified Professional Development Funds.

Joan L Deniken, Lab Inst Ast-Chem (GWC), to attend the Women Hold Up Half the Sky, May 4, 2012, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from Classified Professional Development Funds.

W. A Dunn III, Vice Chancellor (CCCD), to attend the Association of Chief Business Officials 2012 Spring Conference, May 21-23, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$285, travel by Air Coach, to be paid from Administrative Services Management Conference Funds.

Laurie M Eberhart, Professional Expert (OCC), to attend the National Association of Career & Technical Education Information Conference, May 15 - 17, 2012, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$275, travel by Air Coach, to be paid from Perkins Career Development State Advisory Grant.

Ann S French, Mil Pgm Testing Spec (CCC), to attend the Spring Curriculum Regional Meeting, May 12, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$12, to be paid from CFCE Conference Funds.

Leilani M French, Nursing Program Assistant (GWC), to attend the Women Hold Up Half the Sky, May 4, 2012, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from Classified Professional Development Funds.

Kimberly L Garrison, Hourly Instructor (OCC), to attend the The Way of the Shaman: Basic Workshop with Michael Harner and Susan Mokolke, June 8 - 11, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,172, including a registration fee of \$275, to be paid from CFE Contracted Part-Time Conference Funds.

Albert M Gasparian, Dean (GWC), to attend the Orange Empire Conference Meeting and Joint Athletic Director's Meeting, May 7 - 8, 2012, Palm Desert, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Fundraising.

Pedro J Gutierrez, Instructor (CCC), to attend the United States News STEM Solutions: A Leadership Summit, June 26-29, 2012, Dallas, TX, without loss of salary, with reimbursement for allowable expenses of \$1,700, including a registration fee of \$395, travel by Air Coach, to be paid from General funds.

Andrea L Harris, Dir Arts Pavilion (OCC), to attend the Return Philipp Rittmann Photography, May 8 - 16, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$200, to be paid from ASOCC Ancillary Funds.

Kate L Hawkins, Lab Inst Ast-Math Sc (GWC), to attend the Women Hold Up Half the Sky, May 4, 2012, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from Classified Professional Development Funds.

Laura A Hernandez, Staff Aide (GWC), to attend the Women Hold Up Half the Sky, May 4, 2012, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from Classified Professional Development Funds.

Daniel R Johnson, Athletic Facilitator (GWC), to attend the Orange Empire Conference Meeting and Joint

Athletic Director's Meeting, May 7 - 8, 2012, Palm Desert, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Fundraising.

Cheri L Lawell, Instructor (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 Ancillary Funds.

Cathy K Le, Hourly Librarian (GWC), to attend the American Library Association Annual Conference, June 22 - 25, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$235, to be paid from CCA Conference Funds.

Rachelle S Lopez, Staff Aide (CCC), to attend the National Association of Foreign Student Advisors (NAFSA) 2012 Annual Conference and Expo, May 26-June 1, 2012, Houston, TX, without loss of salary, with reimbursement for allowable expenses of \$3,500, including a registration fee of \$589, travel by Air Coach, to be paid from General funds.

Fabienne McPhail Naples, Vice President (GWC), to attend the 2012 National Association of Student Financial Aid Administration Conference, July 21 - 25, 2012, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$2700, including a registration fee of \$550, travel by Air Coach, rental car and insurance, to be paid from BFAP Funds.

Christopher D Mefford, Hourly Instructor (CCC), to attend the Education Bound United States (EBUS) Program Xiang Jaing High School Site Visit, May 4-12, 2012, Guangzhou, China without loss of salary, with reimbursement for allowable expenses of \$2,100, including travel by Air Coach, to be paid from Contract Education Ancillary funds.

Shana Menaker, Hourly Instructor (OCC), to attend the Qigong Empowerment: The Healing Promise for Qi Health, Maximization, Healing, and Spiritual Alchemy, June 16 - 23, 2012, Big Sur, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$865, to be paid from CCA/CTA Professional Development Funds, to be reimbursed for \$700 toward a total registration amount of \$865.

Garland E Moore, Student Fin Aid Asst II (GWC), to attend the 2012 National Association of Student Financial Aid Administration Conference, July 20 - 27, 2012, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$670, travel by Air Coach, to be paid from BFAP Funds.

Craig A Oberlin, Sr Dir, College Info Tech (OCC), to attend the Google Input/Output, June 26 - 29, 2012, San Francisco, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Health Workforce Initiative Statewide Advisory, May 17 - 18, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Oscar Ortiz, Instructor (OCC), to attend the Environmental Protection Agency Lead Certification, May 23, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$240, including a registration fee of \$205, to be paid from CFE Contracted Part-Time Conference General Funds.

Kimberly A Pascoe, Instructor (GWC), to attend the National Sign Language and Interpreting Conference, July 18 - 21, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$225, to be paid from IPD AFT funds.

Joseph E Poshek, Dean (OCC), to attend the 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 Ancillary Funds.

Diane M Restelli, Instructor (GWC), to attend the National League for Nursing - Opening Doors to Leadership - Power, Purpose, Passion, September 19 - 22, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$750, to be paid from IPD AFT funds.

Teresa J Speakman, Instructor (GWC), to attend the Process Oriented Guided Inquiry Learning Summer Regional Workshop, July 9 - 13, 2012, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$195, travel by Air Coach, to be paid from IPD AFT funds.

Caroline Spoja, Staff Assistant Senior-Counsel (CCC), to attend the Accuplacer National Conference, June 28-30, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,275, including a registration fee of \$225, travel by Air Coach, to be paid from Classified Professional Development Funds, Title III Funds.

Stephen Y Tamanaha, Director (OCC), to attend the Southern California Football and Orange Empire Conferences and Meetings, May 7 - 8, 2012, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$200, to be paid from Athletics Ancillary Funds.

Calvin V Tang, Student Fin Aid Specialist (GWC), to attend the 2012 National Association of Student Financial Aid Administration Conference, July 21 - 26, 2012, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$2,700, including a registration fee of \$550, travel by Air Coach, to be paid from BFAP Funds.

Michael R Taylor, Instructor (OCC), to attend the California Community College Athletic Association Spring Meeting, May 7, 2012, Palm Springs, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

Eileen C Tom, Counselor (OCC), to attend the Curriculum Institute, July 12 - 13, 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 Ancillary Funds.

Holly R Van Dorn, Inst Assoc-Math Sci (GWC), to attend the Women Hold Up Half the Sky, May 4, 2012, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from Classified Professional Development Funds.

Joe Venegas III, Student Trustee (CCCD), to attend the State Senate Education Committee, April 25, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$900, including travel by Air Coach, to be paid from District Conference Funds. This item is submitted after-the-fact due to late notice of event.

Mary A Wallace, Div/Area Office Coor (GWC), to attend the Women Hold Up Half the Sky, May 4, 2012, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from Classified Professional Development Funds.

Jutaporn Wareham, Applic Sys Anly/Prg (CCCD), to attend the CCCApply Workshop, March 20, 2012, Santa Ana, CA, without loss of salary, with reimbursement for allowable expenses of \$30, including a registration fee of \$15, to be paid from Application Support General CFCE Conferences. This request was submitted late due

to the fact the staff member was not aware board approval was needed to attend this workshop.

Michael R Warner, Instructor (CCC), to attend the Interop Discover Information Technology, May 6-11, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,161, to be paid from VTEA 1-C Grant Funds. Reimbursement of mileage on personal auto, in lieu of airfare, not to exceed coach airfare equivalency.

Noreen R Yoshida-Peer, Div/Area Spec Assn (GWC), to attend the American Association for Women in Community Colleges - Women Hold Up Half the Sky, May 4, 2012, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from Classified Professional Development Funds.

5. Curriculum Approval

Subject **5.01 DIS - Curriculum Approval**
Meeting **May 2, 2012 - Regular Meeting 2012**
Category **5. Curriculum Approval**
Access **Public**
Type **Consent**

Approval of New Courses

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

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

File Attachments

[Curriculum.docx \(41 KB\)](#)

Approval of New Courses

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

Coastline College

Effective Fall 2012

ART C150 – Ceramics 1 – 3.0 units

Semester length; 27 semester lecture/81 lab hours; prerequisite: none; fee: none; grading method: student option; repeatability: 1 time. Introduces hand-building techniques of pinch, coil, slab, and simple mold construction used in the design, forming, glazing, and firing of ceramic materials. Introduces historical, philosophical, and contemporary analysis of ceramics as an art form.

ART C151 – Ceramics 2 – 3.0 units

Semester length; 27 lecture/81 lab hours; advisory: ART C150; prerequisite: none; fee: none; grading method: student option; repeatability: 1 time. Introduces use of the potter's wheel for forming utilitarian and sculptural vessels. Expanded analysis of the historical foundation and contemporary context of ceramics as an art form. Kiln loading and firing will be introduced.

ART C263 – Watercolor 1 – 3.0 units

Semester length; 54 lecture hours; advisory: ART C120; prerequisite: none; grading method: student option; repeatability: 3 times. A comprehensive course in watercolor painting with lectures and demonstrations. Includes the history of watercolor painting and its relevance to society. Involves the student in selection of subject matter, color, materials and tools, basic and advanced techniques and methods, composition, and design concepts for effective painting, as well as student analysis and evaluation of watercolor masterworks.

FREN C181 – French Language Practicum – 1.0 unit

Semester length; 54 non-lecture hours; prerequisite: FREN C180 or equivalent competency; fee: none; grading method: student option. Course designed to improve the student's skills in both comprehension and communication through individualized work in basic French. Vocabulary and grammar practice will be reviewed in the context of current social and business practices and trends. Transfer Credit: CSU

LIBR C110 – Library Research and Information Competency – 2.0 units

Semester length; 36 lecture hours; prerequisite: none; fee: none; grading method: student option. Use current information resources and tools for success in education, career, and personal life. Course includes strategies for research and reports. Emphasis will be on identifying appropriate resources from the ever-expanding world of information, including print, electronic, Internet, and other media.

Golden West College

Effective Fall 2012

Computer Science G179 – C++ Programming, Advanced – 4.0 units

Semester length; 54 semester lecture hours, 54 semester non-lecture hours; prerequisite: none; fee: \$3.00; grading method: student option. This course covers advanced features of software development using the C++ language. Topics covered will include input/output streams, file input and output, exception handling, Standard Template Library (STL) including string class, sequential and associative containers. Understanding function objects, STL algorithms, adaptive containers, bitset class and smart pointers will also be discussed in lectures and practiced through lab projects.

Computer Science G193 – MCTS Certification Preparation Windows Forms Applications – 3.0 units

Semester length; 36 semester lecture hours, 36 semester non-lecture hours; prerequisite: none; fee: \$3.00;

grading method: student option. This lecture and laboratory course will prepare the advanced student for the Microsoft MCTS (Microsoft Certified Technology Specialist) exam for Windows Forms Applications. Students will create desktop applications with the .NET Framework using C# and Visual Studio. Students will review the C# programming language, including data types, operators, control structures, classes and methods. Students will use the .NET Framework and Windows Forms to build graphical user interfaces for desktop applications, build modal and modeless dialogs and work with .NET controls, use ADO.NET (ActiveX Data Objects) to work with data sources and display data. Other topics include: error handling and debugging; control application configuration; developing and consuming web services; file Input/Output; using XML (Extensible Markup Language) data with DataSets; and deploying windows forms applications. Lab exercises will include creating and deploying windows desktop applications. This course may be taken two times.

Computer Science G194 - MCTS Certification Preparation .NET Framework Applications – 3.0 units

Semester length; 36 semester lecture hours, 36 semester non-lecture hours; prerequisite: none; fee: \$3.00; grading method: student option. This lecture / laboratory course prepares the advanced student for Microsoft MCTS (Microsoft Certified Technology Specialist) exam for .NET Framework Applications. Students will utilize features of the .NET Framework using C# programming language to build sophisticated applications and will examine these object-oriented programming topics: inheritance, partial classes and generics, .NET interfaces, managing data with .NET object and generic collections, LINQ (Language Integrated Query), synchronous and asynchronous delegate methods calls and managing callbacks, Thread /ThreadPool classes, reflection, ADO.NET (ActiveX Data Objects), transaction management, connection pooling, and management of disconnected DataSets. Also covered are .NET n-tiered application development, private/shared assemblies, remoting/web services, managed code and unmanaged code using Pinvoke (Platform Invocation) services and COM (Component Object Module) Interop, and .NET security capabilities/policy management. This course may be taken two times.

Theater Arts G111 – Theater History and Literature – Classical to 1800 – 3.0 units

Semester length; 54 semester lecture hours; prerequisite: none; fee: none; grading method: student option. This course will introduce the historical and literary origins of theater from Classical Greece to 1800 through a study of dramatic literature. The general nature of dramatic presentation including elements of dramatic structure, types of drama, and the contributions of the playwright, actor, director, designer, technician and audience will be included. The course includes an introduction to the important eras in theater history through the literary analysis and study of several well-known plays. Students are required to attend Golden West College Theater Arts Department productions.

Theater Arts G112 – Theater History and Literature – 1800 to modern – 3.0 units

Semester length; 54 semester lecture hours; prerequisite: none; fee: none; grading method: student option. This course will introduce the historical and literary origins of theater from 1800 to modern theater through a study of dramatic literature. The general nature of dramatic presentation including elements of dramatic structure, types of drama, and the contributions of the playwright, actor, director, designer, technician and audience will be included. The course includes an introduction to the important eras in theater history through the literary analysis and study of several well-known plays. Students are required to attend Golden West College Theater Arts Department productions.

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Course Revisions:

The Golden West College Curriculum Committee, with concurrence of the College President and the Chancellor, recommend the following course revisions be approved for inclusion in the curriculum:

Golden West College

Effective Fall 2012

	FROM	TO
<u>AUTO G110 – Engine Repair</u>		
Grading method:	Letter Grade	Option pass/no pass
<u>AUTO G131 – Engine Performance, Advanced</u>		
Grading method:	Letter Grade	Option pass/no pass
Semester hours:	63 lecture, 45 lab	63 lecture, 52 lab
<u>AUTO G140 – Automotive Chassis: Brakes</u>		
Repeatability:	2	1
Grading method:	Letter Grade	Option pass/no pass
<u>AUTO G150 – Manual Drive Train and Axles</u>		
Grading method:	Letter Grade	Option pass/no pass
<u>COUN G100 – Career Planning</u>		
Advisory:	None	ENGL G098
<u>COUN G104 – Career and Life Planning</u>		
Advisory:	None	ENGL G099

Course Retirements:

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

Coastline College

Effective Fall 2012

GEOL C140 Introduction to Geology

Golden West College

Effective Fall 2012

HUM G130 Introduction to History and Literature of the Theater
MUS G170 Introduction to Electronic Synthesizer
MUS G171 Synthesizer Projects

Course Suspensions:

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

Golden West College

Effective Fall 2012

CJ G002 Tactical Training
CJ G003 Legislative Mandates
CJ G004 Firearms Training

CJ G006	Impact Weapons Training
CJ G016	Expandable Baton, Basic Training
CJ G019	Dispatcher Update
CJ G022	Parolee Contacts
CJ G031	Character Development for Law Enforcement
CJ G077	Long Rifle, marksmanship
CJ G082	Long Rifle, Advanced

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

Approval of New Program/Options

The Golden West College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following program be approved for inclusion in the curriculum:

Golden West College

Effective Fall 2012

Associate in Arts degree in Art History for Transfer

Required Core: (12 units)

		Units
ART G103	History of Asian Art	3.0
ART G105/G105H & HUM G100/G100H	Art History & Appreciation 1 – Prehistoric to Renaissance	3.0
ART G106/G106H & HUM G110/G110H	Art History & Appreciation 2 – Renaissance to Present	3.0
ART G116	Drawing 1	3.0

List B: select one (3 units)

ART G107	Color and Design: 2D	3.0
ART G109	Color and Design: 3D	3.0
ART G118	Life Drawing 1	3.0
ART G121	Ceramics 1	3.0
PHOT G120	Intro to Photo-Black and White Dark Room	3.0
ART G142	Sculpture 1	3.0
ART G150	Printmaking 1	3.0
ART G130	Painting 1	3.0
ART G115	Typography	3.0
ART G131	Painting 2	3.0
ART G160	Jewelry 1	3.0
ART G141	Life Sculpture	3.0
ART G122	Ceramics II	3.0

List C (select one): 3 units

ART G152	Silkscreen Printmaking	3.0
HIST G180/G180H	Western Civilization 1	3.0
HIST G185/G185H	Western Civilization 2	3.0

Required Subtotal	18.0
CSU General Education Breadth or IGETC Pattern	37.0-41.0
Transferable Electives (as needed to reach 60 transferable units)	

Degree Total	60.0
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Associate in Arts degree in Studio Arts for Transfer

Required Core: (12 units)

ART G106/G106H & HUM G110/G110H	Art History & Appreciation 2 – Renaissance to Present	3.0
ART G107	Color and Design: 2D	3.0
ART G109	Color and Design: 3D	3.0
ART G116	Drawing 1	3.0

List A (select one): 3 units

ART G105/G105H & HUM G100/G100H	Art History & Appreciation 1 – Prehistoric to Renaissance	3.0
ART G103	History of Asian Art	3.0

List B (9 units):

ART G115	Typography	3.0
ART G117	Drawing 2	3.0
ART G118	Life Drawing 1	3.0
ART G121	Ceramics 1	3.0
ART G122	Ceramics 2	3.0
ART G130	Painting 1	3.0
ART G131	Painting 2	3.0
ART G141	Life Sculpture	3.0
ART G142	Sculpture 1	3.0
DA G170	Graphic Design Principles	3.0
ART G150	Printmaking 1	3.0
ART G160	Jewelry 1	3.0
PHOT G120	Introduction to Photography - Black and White Dark Room	3.0

Required Subtotal	24.0
CSU GE Breadth or IGETC Pattern	37.0-41.0
Transferable Electives (as needed to reach 60 transferable units)	
Degree Total	60.0

Associate in Arts degree in Theater Arts for Transfer

Required core: 9 units

THEA G100	Intro to Theater	3.0
or		
THEA G111	History/Literature to the 1800's	3.0
THEA G106	Acting 1	3.0

Rehearsal and Performance or Technical Theater Practicum (max 3 units):

THEA G142	Theater Workshop	1.0-2.0
THEA G171	Play Production	1.0-2.0
THEA G172	Classical Play Production	1.0-2.0

THEA G210/ MUS G210	Musical Theater Workshop	2.0
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List A: 9 units

THEA G107	Acting 2	3.0
THEA G176	Stage Lighting	3.0
THEA G178	Costume Crafts	3.0
THEA G177	Make-up	3.0
THEA G175	Stage Scenery	3.0

(if not used in Core)

THEA G142	Theater Workshop	1.0-2.0
THEA G171	Play Production	1.0-2.0
THEA G172	Classical Play Production	1.0-2.0
THEA G210/ MUS G210	Musical Theater Workshop	2.0

Required Subtotal	18.0-19.0
CSU General Education Breadth or IGETC	37.0-41.0
Transferable Electives (as needed to reach 60 transferable units)	
Degree Total	60.0

Program/Option Revisions:

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

Coastline College

Effective Fall 2012

Human Services Major

Required Course:	Add	HSVC C104
Elective Course:	Delete	ANTH C150 BIOL C120 COUN C104 FN C175 GERO C140 HLTH C100 HLTH C175 HSVC C103 HSVC C104 HSVC C272 PSYC C120 SPCH C100

Human Services Certificate of Completion

Required Course:	Add	HSVC C104
Elective Course:	Delete	ANTH C150 COUN C100

COUN C105
HLTH C100
HSVC C103
HSVC C104

Elective Course: Add

ANTH C100

Program units: Increase

From 15.0 – 18.0 to 18.0

Paralegal Studies – Paralegal Associate Degree

Required Course: Add

LAW C121

Golden West College

Effective Fall 2012

Music – Major

Required course: Delete

MUS G165

Program units: Decrease

From 34.0 to 27.0

Theater Arts - Major

Required course: Delete

THEA G101

Required course: Add

THEA G111

Elective course: Add

THEA G112

Program units:

From 18.0 to 18.0 – 19.0

6. Authorization for District Student Activities

Subject	6.01 DIS - District Student Activities
Meeting	May 2, 2012 - Regular Meeting 2012
Category	6. Authorization for District Student Activities
Access	Public
Type	Consent

Congress to Campus

Opening Dinner at Orange Coast College on April 22, 2012. Closing Dinner at Antonello Restaurant on April 24, 2012. Lodging and meals for the former members of Congress,.

Funding Source: Student Government Funds and District Student Council funds, NTE \$3,500.

7. Authorization for Student Trips

Subject **7.01 CCC - Student Trips**
Meeting May 2, 2012 - Regular Meeting 2012
Category 7. Authorization for Student Trips
Access Public
Type Consent

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

Conference/Activity: Big Bear Discovery Center, San Bernardino National Forest
Location: Fawnskin
Date: May 18, 2012
Department: ESL/Reading/Grammar
Transportation: District transportation

Conference/Activity: Orange County Water District
Location: Fountain Valley
Date: May 7, 2012
Department: Microbiology
Transportation: Personal vehicles

Conference/Activity: Crystal Cove State Park, Pelican Point
Location: Laguna Beach
Date: May 6, 2012
Department: Intermediate ESL
Transportation: Personal vehicles

Administratively Approved on 4/2/12

Conference/Activity: Various Activities
Location: Indicated Below
Dates: Indicated Below
Department: Special Programs and Services for the Disabled, Intellectual Disabilities (ID) Program
Transportation: District transportation

April 6: Main Place Mall
April 13: Huntington Beach Pier
April 20: Ralphs and Vons Grocery Stores
April 27: Goodwill Industries
May 4: Elwyn Industries
May 11: Hoag Medical Center and office
May 18: McDonald's, Ruby's and Soup Plantation restaurants
May 25: Costco

Justification: The Intellectual Disabilities (ID) Program began a new year-long vocational program in spring 2012. The faculty felt that there were many current students who were not taking advantage of the vocational

program and thought that perhaps an eight-week introductory community resources class, where students would be taken to various job sites within their community, might encourage current and new students to think about possible employment opportunities without having to make that year-long commitment. The class could not begin until there were the minimum number students enrolled. On 3/28/12, the minimum number of students has been met. The class is slated to begin during the last eight weeks of the spring semester, beginning April 6, 2012. This Board item was approved by Dr. Andrew C. Jones on 4/2/12.

Subject **7.02 OCC - Student Trips**
Meeting May 2, 2012 - Regular Meeting 2012
Category 7. Authorization for Student Trips
Access Public
Type Consent

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

California Advocates for Re-Entry and Transfer Students - CARATS

Date: April 26 - 27, 2012

Location: Santa Barbara City College

Department: Re-Entry Center

Cost/Purpose/Funding: \$150 per student - total of 6 students traveling.

Subject **7.03 GWC - Student Trips**
Meeting May 2, 2012 - Regular Meeting 2012
Category 7. Authorization for Student Trips
Access Public
Type Consent

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

American Institute of Floral Designers Miami Symposium 2012 "Caliente"

Location: Miami, FL

Date(s): July 9-17, 2012

Department: Floral Design Program

Cost/purpose/funding source: Student funded, no cost to college.

Community College Hearing

Location: Sacramento, CA

Date(s): April 25, 2012

Department: Student Activities

Cost/purpose/funding source: \$375 for airfare from Chancellor's Incentive funds.

International Student Program trip to Knott's Berry Farm Amusement Park

Location: Stanton, CA

Date(s): May 4, 2012

Department: International Student Program

Cost/purpose/funding source: \$750 for tickets and parking fees from International Student Program funds.

Puente Program End-of-the-Year Celebration

Location: Knott's Berry Farm

Date(s): May 18, 2012

Department: Counseling

Cost/purpose/funding source: \$1,100 for food, DJ, and supplies from UCLA Puente funds.

8. Authorization for Special Projects

Subject **8.01 GWC - Special Projects**
Meeting May 2, 2012 - Regular Meeting 2012
Category 8. Authorization for Special Projects
Access Public
Type Consent

Staff & Faculty Appreciation Breakfast

Date(s): May 23, 2012

Department: President's Office

Purpose: Recognize award recipients and retirees and show appreciation for staff and faculty.

Cost/purpose/funding source: \$4,000 for food, awards, flowers and supplies from College Discretionary funds.

Mother's Day Flower Sale Fundraiser

Date(s): May 3-10, 2012

Department: Floral Design Program

Purpose: Raise funds for student scholarships and SAIFD completion

Cost/purpose/funding source: \$200 for materials and supplies from Floral Design fund Trust Account

Co-Sponsor Groups

Date(s): July 1, 2012 – June 30, 2013

Department: HE/Kinesiology/Athletics

Purpose: Co-sponsor of outside groups renting GWC athletic facilities at co-sponsor rate (list of groups on file in HE/Kinesiology/Athletics Office).

Cost/purpose/funding source: No cost to college

Athletic Luncheons

Date(s): Summer 2012

Department: HE/Kinesiology/Athletics

Purpose: Provide meals for hosted events/meetings.

Cost/purpose/funding source: \$1,750 for food and supplies from trust and auxiliary funds.

Clothing Sales Fundraiser

Date(s): Summer 2012

Department: HE/Kinesiology/Athletics

Purpose: Raise funds for sports programs

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

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, Club Accounts and International Student Program funds.

(Revision is to add funding source. Previous Board approval 3/7/12.)

Diversity Week

Date(s): April 16-19, 2012

Department: Student Activities

Purpose: To promote campus wide diversity

Cost/purpose/funding source: \$2,750 for food and supplies from ASGWC funds and International Student Program funds.

(Revision is to increase cost and to add funding source. Previous Board approval 1/18/12.)

Intercultural Program Spring Events 2012

Date(s): February 2 - May 28, 2012

Department: Student Activities/Intercultural Program

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

Cost/purpose/funding source: \$5,670 for various expenses from Intercultural Program funds.

(Revision is to increase cost. Previous Board approval 2/1/12.)

Subject **8.02 CCC - Special Projects**
Meeting May 2, 2012 - Regular Meeting 2012
Category 8. Authorization for Special Projects
Access Public
Type Consent

Media Hard-hat Tour of the Newport Beach Site

Dates: May 16, 2012; 2:00-4:00 p.m.

Location: Coastline Newport Beach Site

Department: Marketing/Public Relations and Coastline Foundation

Purpose: Media and Community Awareness

Cost/purpose/funding source: \$1,000 for refreshments and supplies/Coastline Foundation funds.

Prospective Donor Hard-hat Tour of the Newport Beach Site

Dates: May 24, 2012; 5:30-7:00 p.m.

Location: Coastline Newport Beach Site

Department: Marketing/Public Relations & Coastline Foundation

Purpose: Donor and Community Awareness

Cost/purpose/funding source: \$2,500 for refreshments and supplies/Coastline Foundation funds.

How to Land a Career in Digital Media--Tips for Aspiring Artists Outreach Event.

Date June 1, 2012; 3:00-6:00 p.m.

Location: Garden Grove Center, Rooms 122 and 315

Department: VTEA/CTE Programs

Purpose: Stimulate interest in digital arts, gaming and digital design, and enrollment in classes.

Cost/purpose/funding source: \$6,150 for event supplies, speaker stipends and advertising costs/Coastline VTEA funds.

Honor Level Sponsor for the Annual Field of Honor (Dedicated to Current or Past Military Service Members) in Conjunction with Armed Forces Day.

Date: May 18-20, 2012

Location: Castaways Park, Dover Drive and 16th Street in Newport Beach

Department: Military/ Contract Education

Purpose: To recognize and honor past and present service members.

Sponsorship amount: \$500

Funding Source: Contract Education ancillary funds

Small Business Forum

Date: May 10, 2012

Location: Garden Grove Center

Department: Coastline Institute for Economic Development

Purpose: Small Business Forum in collaboration with California State Board of Equalization, Wells Fargo Bank and City of Garden Grove. Free to participants.

Cost/purpose/funding source: \$3,500 for refreshments, materials and supplies, and \$1,000 cash prize for winning business plan, to be paid from Coastline Institute for Economic Development (CIED) funds.

Revision to Previous Board Action

Special Program's 60's Theme Dance

Date: May 11, 2012; 5:30 – 8:30 p.m. (Revision is to change date to May 11, 2012. Prior Board Approval: 2/1/12)

Location: Costa Mesa Center

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

Purpose: Raise money for the Special Programs Foundation

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

Funding source: Special Programs Foundation funds

Subject **8.03 OCC - Special Projects**
Meeting May 2, 2012 - Regular Meeting 2012
Category 8. Authorization for Special Projects
Access Public
Type Consent

Spring Fashion Sale

Date: May 9, 2012

Department: Consumer and Health Sciences - Fashion

Purpose: Sale to benefit the fashion program and to build cooperation with local fashion industry

Cost/Purpose/Funding: to an amount of \$250 to be paid from Ancillary and ASOCC funds for refreshments and other supplies related to the event.

Annual Orange County High School Photography Invitational

Date: May 29-June 1, 2012; opening reception May 30, 2012

Department: Visual and Performing Arts/ Photography

Purpose: Co-hosting event with Costa Mesa High School; student and community outreach

Cost/Purpose/Funding: No cost to college

Florence Summer 2012 Study Abroad Program Pre-Departure Orientation Meetings

Dates: May 12, from 9:30 a.m - 12:30 p.m., May 17, from 6:00 p.m -9:00 pm

Department: OCC- Literature & languages

Purpose: To conduct a pre-departure orientation to student-participants and their parents regarding the important aspects of studying, living and traveling in Italy during the Florence Summer 2012 Study Abroad Program to be held in Florence from June 28-July 28 2012.

Cost/Purpose/Funding Source: There is no cost for the presentation.

Orange Coast College Hot Food Team Student Competition

Date: May 2, 2012

Department: OCC – Consumer & Health Sciences

Purpose: To participate in the American Culinary Foods competition on July 12-18, 2012 in Orlando, FL

Cost/Purpose/Funding Source: \$17,000 for food and related expenses; to be paid from ASOCC and Culinary Arts Club funds.

Radiology Club Meeting & Retirement Gathering

Date: May 21, 2012

Department: OCC – Consumer & Health Sciences- Radiologic Technology

Purpose: To finalize End of Year for Rad Tech & Retirement at Orange Hill Restaurant, Orange, CA.

Cost/Purpose/Funding Source: total amount of \$3,000- ASOCC Radiology Club Account. Disbursements for fees paid to be paid to Loren Sachs and Liz Barton.

End of the Year Retirement Event

Date: May 16, 2012

Department: OCC Foundation, Communications & Marketing, Staff Development

Purpose: to acknowledge the retirements of campus employees

Cost/Purpose/Funding Source: up to an amount of \$2,000 to be paid from Ancillary, Staff Development and Foundation Funds

Counseling & Special Services Professional/Staff Development Division Retreat

Date: May 11, 2012

Department: OCC - Counseling

Purpose: For division staff and faculty to participate in a Professional/Staff Development Retreat at the OCC Boathouse

Cost/Purpose/Funding Source: \$500 for meals and supplies provided from Staff Development awarded funds

9. Authorization to Apply for Funded Programs

Subject	9.01 DIS - Authorization to Apply for Funded Programs
Meeting	May 2, 2012 - Regular Meeting 2012
Category	9. Authorization to Apply for Funded Programs
Access	Public
Type	Consent

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

Golden West College has applied for the College of the Canyons grant titled "**Distance Education Captioning and Transcription (DECT)**." The emphasis of this allocation is to provide California Community Colleges with funding for live and asynchronous captioning and transcription as a means of enhancing the access of all students to distance education courses or courses that use online supplemental video materials. Further, the DECT promotes and supports awareness of available funding as a means to support faculty efforts to develop high-quality, media-rich distance learning courses and/or supplemental materials.

Fiscal Impact: If funded, Golden West College will receive \$20,000 between May 3, 2012, to and including June 30, 2013. No matching funds required.

Orange Coast College has received an extension on the sub-award funding agreement from the Los Rios Community College District for a project titled "**Los Rios HITECH Community College Consortium: Educating Information Technology Professionals in Health Care**". The purpose of this funding is to provide assistance to institutions of higher education, or consortia thereof, to establish or expand medical health informatics education programs to ensure the rapid and effective utilization and development of health information technologies. **(Previous Board Approval: September 1, 2010)**

Fiscal Impact: Orange Coast College will receive \$684,703 from April 2, 2010 through **April 1, 2013**. No matching funds required.

10. Authorization for Disposal of Surplus

Subject **10.01 Authorization for Disposal of Surplus**
Meeting May 2, 2012 - Regular Meeting 2012
Category 10. Authorization for Disposal of Surplus
Access Public
Type Consent

File Attachments

[050212Surplus.pdf \(7 KB\)](#)

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ORANGE COAST COLLEGE				
Table	---	---	---	P
Chairs (5)	---	---	---	P
Chair	---	---	---	P
Table	---	---	---	P
Screen Savers (2)	---	---	---	P
Chair arm rest	---	---	---	P
Misc. cords	---	---	---	P
Floor Desk Mat	---	---	---	P
Chair	---	---	---	P
Camera	9058535	A80	---	P
Camera	---	A80	---	P
Speakers	---	---	900016	P
Camera	---	C-3030	113765070	P
Paper Shredder	---	P400C-2	---	P
Camera	9025807	MVC-FD88	3-055-922-01	P
Surge Protective Device Outlet	---	F9H220-TVL	---	P
Surge Protective Device Outlet	---	F9H220-TVL	---	P
Surge Suppressor	---	ISOBAR 4	LR55863	P
Power Extension Cord	---	---	D285435	P
Microphone	9018598	S11	---	P
External Drive	---	---	PSAL13E3MM	P
Tape Recorder	---	M-100MC	354543	P
Tape Recorder	---	M-100MC	354545	P

11. Authorization to Enter Into Standard Telecourse Agreements

Subject **11.01 CCC- Authorization to Enter Into Standard Telecourse Agreements**

Meeting **May 2, 2012 - Regular Meeting 2012**

Category **11. Authorization to Enter Into Standard Telecourse Agreements**

Access **Public**

Type **Consent**

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

ASTRONOMY: OBSERVATIONS AND THEORIES

NILRC (IL)

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

Fiscal Impact: No direct cost to the District. Projected revenue unknown, depending on utilization of the telecourses by the lessees and number of students enrolled in the courses.

File Attachments

[Telecourses.pdf \(39 KB\)](#)

12. Approval of Clinical Contracts

Subject 12.01 OCC - Clinical Contracts
Meeting May 2, 2012 - Regular Meeting 2012
Category 12. Approval of Clinical Contracts
Access Public
Type Consent

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

NEW

Orange County Medical Disc Institute
Costa Mesa, Ca
Term: May 3, 2012 to May 18, 2016
Compensation: None

Standard Clinical Affiliation Agreement

Dr. Hedi Kermani DDS
Newport Beach, Ca
Term: May 3, 2012 to April 30, 2017
Compensation: None

Standard Clinical Affiliation Agreement

Dr. Sasha Rahmana, DDS
Foothill Ranch, CA
Term: May 3, 2012 to April 30, 2017
Compensation: None

Standard Clinical Affiliation Agreement

RENEWAL

Tri-City Medical Center
Oceanside, CA
Term: May 3, 2012 to May 2, 2015
Compensation: None
(See Attachment #3)

Non-Standard Clinical Affiliation Agreement

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

File Attachments

[Tri-City Medical Center-OCC Agreement 2012-04-02.pdf \(87 KB\)](#)

13. Approval of Standard Agreements

Subject	13.01 CCC - Standard Agreement and Scope of Work
Meeting	May 2, 2012 - Regular Meeting 2012
Category	13. Approval of Standard Agreements
Access	Public
Type	Consent

CCC - Approve Agreement between Eureka, the California Career Information System and the Coast Community College District in Providing Counseling Tools and Services to Faculty.

1. Background: Eureka, the California Career Information System and the Coast Community College District have been successful in partnering to provide resources to better assist students with career goals and educational opportunities.

2. Goal/Purpose: Assist existing students and potential students in career development; Monitor student progress; Provide electronic counseling services to students; Promote student success.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President, it is recommended by the Chancellor that the Board approve the Standard Agreement between Eureka, California Career Information System and the Coast Community College District to extend the current contract from July 1, 2012 through June 30, 2013. 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.

5. Fiscal Review and Impact: \$2,149.61 from General funds

CCC - Approve District Standard Scope of Work #2012-71 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 #2012-71 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the Basic Rigging classroom workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$37,500 income from Chevron Products Company payable upon completion of project deliverables based on five stages of completion.

14. Authorization for Purchase of Institutional Memberships

Subject	14.01 GWC - Institutional Memberships
Meeting	May 2, 2012 - Regular Meeting 2012
Category	14. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

RENEWAL

Name and Acronym: National Fastpitch Coaches Association (NFCA)

Term of Membership: May 3, 2012 – April 30, 2013

Cost: \$70

Purpose: Membership includes voting rights and awards, monthly publications and discounts on resources and convention.

Name and Acronym: California Community College Swimming & Diving Coaches Association (CCCSDCA)

Term of Membership: May 2012 – April 2013

Cost: \$50

Purpose: Men's Swimming & Diving coaches association dues. Pays for the assigner of officials, payment to the conference treasurer and other conference related expenses. To be paid from ASB funds.

Name and Acronym: California Community College Swimming & Diving Coaches Association (CCCSDCA)

Term of Membership: May 2012 – April 2013

Cost: \$50

Purpose: Women's Swimming & Diving coaches association dues pay for the assigner of officials, payment to the conference treasurer and other conference related expenses.

Name and Acronym: Journalism Association of Community Colleges (JACC)

Term of Membership: July 1, 2012 – June 30, 2013

Cost: \$500

Purpose: To provide educational enrichment opportunities for students.

Name and Acronym: Journalism Association of Community Colleges (JACC)

Term of Membership: July 1, 2012 – June 30, 2013

Cost: \$100

Purpose: Student Mail-in Contests for student journalism competition.

Name and Acronym: Alpha Gamma Sigma Honor Society, Sigma Pi Chapter at Golden West College

Term of Membership: July 2012 – June 2013

Cost: \$895

Purpose: Chapter and member dues payable to Alpha Gamma Sigma, Inc, the state organization to maintain good standing status.

Subject **14.02 DIS - Institutional Memberships**
Meeting May 2, 2012 - Regular Meeting 2012
Category 14. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

RENEWAL

Name and Acronym: Association of Community College Trustees (ACCT)

Term of Membership: July 1, 2012 – June 30, 2013

Cost: \$6,053

Purpose: The purpose of ACCT is to strengthen the capacity of community and technical colleges to realize their missions on behalf of their students and communities through advocacy efforts by, and development of, effective lay governing board leadership.

NEW

Name and Acronym: Council for Resource Development (CRD)

Term of Membership: 2012-2013

Cost: \$855 from District Educational Services: 110001-169500-5320-663000.

Purpose: Membership will provide important and timely information on national and state grant opportunities, Federal funding reports and current information on grant development resources and other resource development tools. This membership will enable the District to effectively discover, research, and pursue grants and other resource development opportunities.

Subject **14.03 CCC – Institutional Memberships**
Meeting May 2, 2012 - Regular Meeting 2012
Category 14. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

RENEWAL

Name and Acronym: Council of Colleges and Military Educators (CCME)

Term of Membership: April 1, 2012 – March 31, 2013

Cost: \$500

Purpose: An international organization dedicated to promoting, encouraging and delivering quality education to service members and their families, in all branches of the United States Armed Forces.

Name and Acronym: Fountain Valley Chamber of Commerce

Term of Membership: June 1, 2012 – May 31, 2013

Cost: \$303

Purpose: Supports College in its community relations outreach efforts.

Name and Acronym: League for Innovation in the Community College

Term of Membership: July 1, 2012 – June 30, 2013

Cost: \$950

Purpose: Supports College in its need for programs, products, and services that are of value to the community college staff, faculty and administration.

Subject **14.04 OCC - Purchase of Institutional Memberships**
Meeting May 2, 2012 - Regular Meeting 2012
Category 14. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

Renewal:

Name and Acronym: Accrediting Commission for Community and Junior Colleges (ACCJC)

Term of Membership: 2013 - 2014

Cost: approximately \$24,000 - actual amount based on head count of the Fall 2013 semester

Purpose: Maintains our membership status with the Accrediting Commission.

15. Authorization for Off-Campus Assignments

Subject **15.01 CCC - Off-Campus Assignments**
Meeting May 2, 2012 - Regular Meeting 2012
Category 15. Authorization for Off-Campus Assignments
Access Public
Type 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: Eber, Lorie
Title: Instructor
Organization: California Community Colleges Family and Consumer Science's Statewide Advisory Committee
Assignment: Gerontology Advisory Committee Member
Term: July 1, 2012 – June 30, 2013

Name: Secord, Debra
Title: Professor
Organization: California Council of Gerontology and Geriatrics
Assignment: Co-Chair of the Marketing & Membership Committee
Term: July 1, 2012 – June 30, 2013

Name: Secord, Debra
Title: Professor
Organization: Orange County Older Adult Services Mental Health Board
Assignment: Advisory Board Member
Term: July 1, 2012 – June 30, 2013

Name: Secord, Debra
Title: Professor
Organization: Center for Successful Aging at California State University, Fullerton
Assignment: Community Advisory Board Member
Term: July 1, 2012 – June 30, 2013

Name: Secord, Debra
Title: Professor
Organization: Statewide Career Pathways, Programs of Study Work Groups
Assignment: Serve on a subcommittee emphasizing the need for gerontology and aging expertise in a variety of career disciplines and working with various career disciplines in the development of gerontology curriculum modules for use in K-12 classrooms.
Term: July 1, 2012 – June 30, 2013

Name: Secord, Debra
Title: Professor
Organization: Orange County Aging Services Collaborative
Assignment: Advisory Member
Term: July 1, 2012 – June 30, 2013

16. Authorization for Community Activities

Subject	16.01 GWC - Community Activities
Meeting	May 2, 2012 - Regular Meeting 2012
Category	16. Authorization for Community Activities
Access	Public
Type	Consent

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

The following not for credit programs will be offered by Community Services throughout Summer 2012, Fall 2012 and Spring 2013. The presenters will be paid a flat fee or on a fee-split based on actual enrollment. (P) = per participant (F) = flat rate

Professional Experts

RAW FOODS, 6 hours, May 3, 2012 to June 30, 2013.

Presenter Barbara Amit to receive \$35.00 per participant.

Participant Fee: \$82.00 and \$10.00 Material Fee. (P) First offered in 2007.

ADVANCED HOLISTIC BODY THERAPIES PROGRAM II, 100.0 hours, May 3, 2012 to June 30, 2013.

Presenters: James Bechter to receive \$97 per participant, Robert Davis to receive \$73.00 per participant, Lin Eyman to receive \$12.25, Kathleen Mondello to receive \$36.75, and Gretchen Thomas to receive \$73.00 per participant.

Participant Fee: \$602.00 and \$40.00 Material Fee. (P) First offered in 2000.

ADVANCED HOLISTIC BODY THERAPIES PROGRAM II INTERNSHIP/MAKEUP 25.0, 50.0, 75.0, and 100.0 hours, May 3, 2012 to June 30, 2013.

Presenters James Bechter, Robert Davis, Lin Eyman, Kathleen Mondello, and Gretchen Thomas to receive \$1.30 per participant per hour for 25.0 hours, \$1.40 per participant per hour for 50.0 hours, \$1.43 per participant per hour for 75.0 hours and \$1.45 per participant per hour for 100.00 hours.

Participant Fee: \$75.00 for 25.0 hours, \$150.00 for 50.0 hours, \$225.00 for 75.0 hours, and \$300.00 for 100.0 hours. (P) First offered in 2002.

MEDICAL SPANISH, 8.0 hours, May 3, 2012 to June 30, 2013.

Presenter Murnez Blades to receive \$28.00 per participant.

Participant Fee: \$72 and \$10 Material Fee. (P) First offered in 2009.

WRITE A \$1,000-\$10,000 GRANT IN ONE DAY! 3.5 hours, July 21, 2011 to June 30, 2012.

Presenter Wiley Brown to receive \$14.00 per participant.

Participant Fee: \$38.00 and \$20.00 Material Fee. (P) First offered in 2011.

THE FINE ART OF BELLY DANCING, 9.0 HOURS, May 3, 2012 to June 30, 2013.

Presenter Antonia Chianis to receive \$24.00 per participant.
Participant Fee: \$66.00. (P) First offered in 1998.

LONG HAIR DESIGN: (UP-DO WORKSHOP), 9.0 hours, May 3, 2012 to June 30, 2013.
Presenter Judy Cordiero to receive \$41.00 per participant.
Participant Fee: \$96.00. (P) First offered in 2008.

MIDDLE SCHOOL MATH WHIZ (AGES 11-13), 12.0 hours, May 3, 2012 to June 30, 2013.
Presenter Jessica Contreras to receive \$38.00 per participant.
Participant Fee: \$95.00. (P) First offered in 2010.

EXPERIMENTS IN SCIENCE, (AGES 8-11), 6.0 hours, May 3, 2012 to June 30, 2013.
Presenter James L. DuVal to receive \$21.00 per participant.
Participant Fee: \$60.00. (P) First offered in 1984.

YOU ROCK! (AGES 13-17), 6.0 hours, May 3, 2012 to June 30, 2013.
Presenter Erika Enz to receive \$24.00 per participant.
Participant Fee: \$60.00 and \$5.00 material fee. (P) First offered in 2011.

CARIBBEAN & LATIN DANCE, BEGINNING, 10.5 hours, May 3, 2012 to June 30, 2013.
Presenter Miguel Figueroa Jr. to receive \$24.00 per participant.
Participant Fee \$66.00 (P) First offered in 1996.

CARIBBEAN & LATIN DANCE, INTERMEDIATE, 10.5 hours, May 3, 2012 to June 30, 2013.
Presenter Miguel Figueroa, Jr. to received \$24.00 per participant.
Participant Fee: \$66.00. (P) First offered in 2000.

A RESIDENTS GUIDE TO NAVIGATING CITY PLANNING AND BUILDING DEPARTMENTS,
6.0 hours, May 3, 2012 to June 30, 2013.
Presenter Robert Franklin to receive \$31.00 per participant.
Participant Fee: \$74.00. (P) New offering.

CARTOONING (AGES 8-14), 9.0 hours, May 3, 2012 to June 30, 2013.
Presenter Patrick Gagne to receive \$24.00 per participant.
Participant Fee: \$67.00. (P) First offered in 1987.

INTRODUCTION TO RIGHT BRAIN DRAWING, 14.0 hours, May 3, 2012 to June 30, 2013.
Presenter Patrick Gagne to receive \$33.00 per participant.
Participant Fee: \$84.00. (P) First offered in 2003.

PENCIL DRAWING, (AGES 8-15), 9.0 hours, May 3, 2012 to June 30, 2013.
Presenter Patrick Gagne to receive \$24.00 per participant.
Participant Fee: \$67.00. (P) First offered in 2011.

USUI/TIBETAN REIKI, 12.0 hours, May 3, 2012 to June 30, 2013.
Presenter Anthony Giuffreda to receive \$70.00 per participant.
Participant Fee: \$152.00. (P) First offered in 2012.

INTRODUCTION TO WORDPRESS, 5.5 hours, May 3, 2012 to June 30, 2013.
Presenter Sean Glumace to receive \$38.50 per participant.
Participant Fee: \$87.00. (P) First offered in 2011.

HOLISTIC AROMATHERAPY, 9.0 hours, May 3, 2012 to June 30, 2013.
Presenter Deborah Halvorson to receive \$34.00 per participant.
Participant Fee: \$82.00 and \$15.00 Material Fee. (P) First offered in 1993.

HATHA YOGA, 16.5 hours, May 3, 2012 to June 30, 2013.
Presenter Nancy Hemp to receive \$47.00 per participant
Participant Fee: \$112.00. (P) First offered in 1995.

BEGINNING GUITAR, 12.0 hours, May 3, 2012 to June 30, 2013.
Presenter Tom Hernandez to receive \$43.00 per participant.
Participant Fee: \$104.00 and \$15.00 Material Fee. (P) First offered in 2006.

BEGINNING GUITAR (AGES 8-12), 12.0 hours, May 3, 2012 to June 30, 2013.
Presenter Tom Hernandez to receive \$43.00 per participant.
Participant Fee: \$104.00 and \$15.00 Material Fee. (P) First offered in 2004.

BASIC DIGITAL PHOTOGRAPHY FOR DSLR CAMERAS, 6.0 hours, May 3, 2012 to June 30, 2013.
Presenter Mary-Linn Hughes to receive \$29.50 per participant.
Participant Fee: \$69.00. (P) First offered in 2011.

DIGITAL PHOTOGRAPHY AND PHOTOSHOP (AGES 12-17), 9.0 hours, May 3, 2012 to June 30, 2013.
Presenter Mary-Linn Hughes to receive \$31.00 per participant.
Participant Fee: \$76.00. (P) New offering.

COMPUTER PROGRAMMING FOR MIDDLE SCHOOL (AGES 11-13), 12.0 hours, May 3, 2012 to June 30, 2013.
Presenter Carl Johnson to receive \$39.00 per participant.
Participant Fee: \$96.00 and \$10.00 Material Fee. (P) New offering.

INTRODUCTION TO eBay, 8.0 hours, May 3, 2012 to June 30, 2013.
Presenter Carl Johnson to receive \$47.00 per participant.
Participant Fee: \$106.00. (P) First offered in 2006.

INTRODUCTION TO THE PERSONAL COMPUTER, 8.0 hours, May 3, 2012 to June 30, 2013.
Presenter Carl Johnson to receive \$47.00 per participant.
Participant Fee: \$106.00. (P) First offered in 1993.

ARGENTINE TANGO, 12.0 hours, May 3, 2012 to June 30, 2013.
Presenter Rita Kyselka to receive \$27.00 per participant.
Participant Fee: \$72.00. (P) First offered in 2003.

SALSA, 12.0 hours, May 3, 2012 to June 30, 2013.
Presenter Rita Kyselka to receive \$27.00 per participant.
Participant Fee: \$72.00. (P) First offered in 2000.

WEST COAST SWING, 12.0 hours, May 3, 2012 to June 30, 2013.
Presenter Rita Kyselka to receive \$27.00 per participant.
Participant Fee: \$72.00. (P) First offered in 1987.

ZUMBA, 6.0 hours, May 3, 2012 to June 30, 2013.

Presenter Ana M. Lopez to receive \$20.00 per participant.
Participant Fee: \$58.00. (P) First offered in 2011.

INTRODUCTION TO HAND, FOOT & EAR REFLEXOLOGY, 6.0 hours, May 3, 2012 to June 30, 2013.

Presenter Kathleen Mondello to receive \$26.50 per participant.
Participant Fee: \$65.00 and \$6.00 Material Fee. (P) First offered in 1993.

WARM STONE MASSAGE THERAPY, 6.0 hours, May 3, 2012 to June 30, 2013.

Presenter Kathleen Mondello to receive \$45.50 per participant.
Participant Fee: \$101.00 and \$10.00 Material Fee. (P) First offered in 2005.

METAL COPPER CUFF BRACELET, 3.0 hours, May 3, 2012 to June 30, 2013.

Presenter Jennifer Monroe to receive \$27.00 per participant.
Participant Fee: \$64.00 and \$5.00 Material Fee. (P) New offering.

HOW TO BECOME A MYSTERY SHOPPER (AND OTHER FUN WAYS TO EARN MONEY), 3.5 hours, May 3, 2012 to June 30, 2013.

Presenter Elaine Moran to receive \$26.00 per participant.
Participant Fee: \$62.00 and \$20.00 Material Fee. (P) First offered in 2007.

MAC/PC BOOT CAMP: PHOTO MAGIC, 12.0 hours, May 3, 2012 to June 30, 2013.

Presenter William Napoli to receive \$70.00 per participant.
Participant Fee: \$152.00 and \$40.00 Material Fee. (P) First offered in 2005.

OUTLINING, GRAMMAR & COMPOSITION (GRADES 4-6), 8.0 hours, May 3, 2012 to June 30, 2013.

Presenter Phyllis Neal to receive \$27.00 per participant.
Participant Fee: \$72.00. (P) First offered in 2003.

COLOR PROFILE & BEAUTY MAKEOVER, 4.0 hours, May 3, 2012 to June 30, 2013.

Presenter Betty Nethery to receive \$18.00 per participant.
Participant Fee: \$46.00. (P) First offered in 2008.

PILATES, 8.0 hours, May 3, 2012 to June 30, 2013.

Presenter Katherine Ostrout to receive \$24.00 per participant.
Participant Fee: \$71.00. (P) First offered in 1995.

HATHA YOGA, 13.5 hours, May 3, 2012 to June 30, 2013.

Presenter Diane Pavesic to receive \$37.00 per participant.
Participant Fee: \$92.00. (P) First offered in 1995.

FRUIT CARVING & ARRANGEMENT, 6.0 hours, May 3, 2012 to June 30, 2013.

Presenter Nitda Phongcharern to receive \$25.00 per participant.
Participant Fee: \$60.00. (P) New offering.

THAI FRUIT & VEGETABLE CARVING, BEGINNING, 6.0 hours, May 3, 2012 to June 30, 2013.

Presenter Nitda Phongcharern to receive \$25.00 per participant.
Participant Fee: \$64.00 and \$35.00 Material Fee. (P) First offered in 2010.

THAI FRUIT & VEGETABLE CARVING, INTERMEDIATE I, 6.0 hours, May 3, 2012 to June 30, 2013.

Presenter Nitda Phongcharern to receive \$25.00 per participant.
Participant Fee: \$64.00 and \$40.00 Material Fee. (P) First offered in 2011.

CREATE UNIQUE JEWELRY, 2.5 hours, May 3, 2012 to June 30, 2013.

Presenter Teresa Rodriguez to receive \$19.50 per participant.

Participant Fee: \$49.00 and \$15.00 Material Fee and \$20.00 Optional Material Fee. (P) First offered in 2011.

SABAI THAI™ TRADITIONAL THAI FOOT REFLEXOLOGY, 16.0 HOURS, May 3, 2012 to June 30, 2013.

Presenter Teresa Rogers to receive \$108.00 per participant.

Participant Fee: \$229.00 and \$25.00 Material Fee. (P) First offered in 2011.

BASIC MAKEUP CONCEPTS (AGES 13-17), 5.0 hours, May 3, 2012 to June 30, 2013.

Presenter Evangelina Rosales to receive \$19.00 per participant.

Participant Fee: \$50.00 and \$10.00 Material Fee. (P) New offering.

MAKEUP ARTISTRY 101, PART I, 9.0 hours, May 3, 2012 to June 30, 2013.

Presenter Evangelina Rosales to receive \$42.50 per participant.

Participant Fee: \$99.00 and \$15.00 Material Fee. (P) New offering.

MAKEUP ARTISTRY 101, PART II, 9.0 hours, May 3, 2012 to June 30, 2013.

Presenter Evangelina Rosales to receive \$42.50 per participant.

Participant Fee: \$99.00 and \$149.00 Material Fee. (P) New offering.

ACTIVE AGING PROGRAM, 9.0 hours, May 3, 2012 to June 30, 2013.

Presenter Raul Ruiz to receive \$20.00 per participant.

Participant Fee: \$40.00 with a Gold Key Card and \$45.00 without a Gold Key Card. (P)
First offered in 2011.

CIRCUIT WEIGHT TRAINING (SENIORS), 12.0 hours, May 3, 2012 to June 30, 2013.

Presenter Raul Ruiz to receive \$27.00 per participant.

Participant Fee: \$54.00 with a Gold Key Card and \$59.00 without a Gold Key Card. (P)
First offered in 1996.

SECRETS TO HEALTHY AGING, 3.0 hours, May 3, 2012 to June 30, 2013.

Presenter Nikole Seals to receive \$19.50 per participant.

Participant Fee: \$49.00 and \$5.00 Material Fee. (P) New offering.

MEDITATION & RELAXATION, 8.0 hours, May 3, 2012 to June 30, 2013.

Presenter Diana Shakarian to receive \$26.00 per participant.

Participant Fee: \$70.00. (P) First offered in 1996.

QIGONG: THE FIVE ANIMAL FROLICS, 12.0 hours, May 3, 2012 to June 30, 2013.

Presenter Diana Shakarian to receive \$37.00 per participant.

Participant Fee: \$92.00. (P) First offered in 2009.

ORNATE COILED BASKETRY, 6.0 hours, May 3, 2012 to June 30, 2013.

Presenter Nadine Spier to receive \$29.00 per participant.

Participant Fee: \$68.00 and \$29.00 Material Fee. (P) First offered in 2008.

BASIC BALLROOM DANCE, 16.0 hours, May 3, 2012 to June 30, 2013.

Presenter Joseph Swallow to receive \$42.00 per participant

Participant Fee: \$102.00. (P) First offered in 2004.

HEAD, NECK, & SHOULDER MASSAGE, 6.0 hours, May 3, 2012 to June 30, 2013.

Presenter Gretchen Thomas to receive \$27.00 per participant.

Participant Fee: \$64.00 and \$5.00 Material Fee. (P) First offered in 1991.

INTRODUCTION TO SHIATSU, 15.0 hours, May 3, 2012 to June 30, 2013.

Presenter Gretchen Thomas to receive \$55.00 per participant.

Participant Fee: \$122.00 and \$5.00 Material Fee. (P) First offered in 2005.

CREATE LASTING CHANGE USING SELF HYPNOSIS AND NLP TECHNIQUES, 7.0 hours, May 3, 2012 to June 30, 2013.

Presenter Mary Titus to receive \$33.00 per participant.

Participant Fee: \$77.00. (P) First offered in 2011.

SELF DEFENSE (ADULTS), 6.0 hours, May 3, 2012 to June 30, 2013.

Presenter Chad Von Dette to receive \$21.00 per participant.

Participant Fee: \$60.00 and \$10.00 Material Fee. (P) First offered in 2011.

SELF DEFENSE (AGES 11-17), 6.0 hours, May 3, 2012 to June 30, 2013.

Presenter Chad Von Dette to receive \$21.00 per participant.

Participant Fee: \$60.00 and \$10.00 Material Fee. (P) First offered in 2011.

MEDICAL INTERPRETING FOR A.S.L., 15.0 hours, May 3, 2012 to June 30, 2013.

Presenter Ronald C. Wilkinson to receive \$71.00 per participant.

Participant Fee: \$160.00 and \$5.00 Material Fee. (P) First offered in 2011.

BASIC HOME REPAIR: Doors, Windows, Floors, Walls, 12.0 hours, May 3, 2012 to June 30, 2013.

Presenter Sigrid Wolf to receive \$40.00 per participant compensation and \$5.00 per participant Material Fee.

Participant Fee: \$103.00. (P) First offered in 2009.

MAGIC (AGES 10-14), 9.0 hours, May 6, 2011 to June 30, 2013.

Participant Franklin Yee to receive \$27.00 per participant.

Participant Fee: \$68.00 and \$15.00 Material Fee. (P) First offered in 1997.

ACTIVE AGING PROGRAM, 9.0 hours, May 3, 2012 to June 30, 2012.

Presenter Raul Ruiz to receive \$20.00 per participant.

Participant Fee: \$40.00 with a Gold Key Card and \$45.00 without a Gold Key Card. (P)

First offered in 2011.

(Revision is to reduce per participant amount to presenter and the participant fees. Previous board action May 4, 2011)

CIRCUIT WEIGHT TRAINING FOR SENIORS, 6.0 hours, May 3, 2012 to June 30, 2012.

Presenter Raul Ruiz to receive \$13.00 per participant.

Participant Fee: \$26.00 with a Gold Key Card and \$31.00 without a Gold Key Card. (P)

First offered in 1996.

(Revision is to reduce per participant amount to presenter and the participant fees. Previous board action July 20, 2011)

Independent Contractors

SAT PREPARATION SEMINAR, 25.0 hours, May 3, 2012 to June 30, 2013.

Presenter Alpha Learning Center, LLC/Sylvan Learning, to receive \$225.00 per participant.

Participant Fee: \$285.00. (P) First offered in 1996.

SAFE AND SECURE ONLINE (AGES 8-10 AND 11-14), 1.5 hours, May 3, 2012 to June 30, 2013.

Presenter Darlene Dean.

Participant Fee: \$10.00. (Presenter Waives Fee) New offering.

SAFE AND SECURE ONLINE FOR PARENTS, 1.5 hours, May 3, 2012 to June 30, 2013.

Presenter Darlene Dean.

Participant Fee: \$10.00. (Presenter Waives Fee) New offering.

CAREGIVERS HANDS, 9.0 HOURS, May 3, 2012 to June 30, 2013.

Presenter Johnnette du Rand, to receive \$41.00 per participant.

Participant Fee: \$96.00 and \$20 Material Fee. (P) First offered in 2011.

INTERACTIVE ONLINE COMPUTER WORKSHOPS: (Over 100 workshops offered), 24.0 hours, May 3, 2012 to June 30, 2013.

Presenter Education To Go, to receive \$60.00 per participant, and \$85.00 per participant, and \$125.00 per participant.

Participant Fee: \$98.00 and \$121.00 and \$165.00 per workshop. (P) First offered in 1998.

ANIMATE ANYTHING (AGES 5-8 AND 9-12), 15.0 hours, May 3, 2012 to June 30, 2013.

Presenter Freshi Media, to receive \$120.00 per participant.

Participant Fee: \$155.00. (P) New offering.

COMIC BOOK CREATORS (AGES 5-8 AND 9-12), 15.0 hours, May 3, 2012 to June 30, 2013.

Presenter Freshi Media, to receive \$120.00 per participant.

Participant Fee: \$155.00. (P) New offering.

ONLINE CAREER TRAINING PROGRAMS (Over 100 workshops offered), 12.0 to 700.0 hours, May 3, 2012 to June 30, 2013.

Presenter Gatlin Education Services, to receive \$495.00 to \$5,095.00 per participant. Participant Fee:

\$595.00 to \$5,595.00 per workshop. (P) First offered in 2010.

GENTLE SCAR TISSUE MOBILIZATION TECHNIQUES FOR THE POST-MASTECTOMY AND RADIATION TREATMENT CLIENT, 24.0 hours, May 3, 2012 to June 30, 2013.

Presenter Greet The Day, to receive \$218.00 per participant for general participants and \$180.50 per participant for current GWC massage participants or nursing students.

Participant Fee: \$450.00/General and \$375.00/Current GWC massage participant or nursing student. (P) New offering.

ADVANCED MEDICAL INSURANCE BILLING, 5.5 hours, May 3, 2012 to June 30, 2013. Presenter Kris Hall-Patterson of KGP Consulting, LLC, to receive \$39.50 per participant.

Participant Fee: \$91.00 and \$39.00 Material Fee. (P) First offered in 2006.

INTRODUCTION TO MEDICAL INSURANCE BILLING, 13.0 hours, May 3, 2012 to June 30, 2013.

Presenter Kris Hall-Patterson of KGP Consulting, LLC, to receive \$56.00 per participant.

Participant Fee: \$124.00 and \$69.00 Material Fee. (P) First offered in 2005.

START A MEDICAL BILLING SERVICE, 2.75 hours, May 3, 2012 to June 30, 2013.

Presenter Kris Hall-Patterson of KGP Consulting, LLC, to receive \$28.50 per participant.

Participant Fee: \$67.00 and \$29.00 Material Fee. (P) First offered in 2009.

WORKERS' COMPENSATION AND PERSONAL INJURY BILLING, 5.5 hours, May 3, 2012 to June 30, 2013.

Presenter Kris Hall-Patterson of KGP Consulting, LLC, to receive \$39.50 per participant.

Participant Fee: \$91.00 and \$39.00 Material Fee. (P) First offered in 2006.

BECOME A CERTIFIED LIVE SCAN FINGERPRINT ROLLER, 5.0 hours, May 3, 2012 to June 30, 2013.

Presenter Arron D. Nelson, to receive \$59.50 per participant.

Participant Fee: \$129.00 and \$49.00 Material Fee.

BECOME A CERTIFIED LOAN SIGNING AGENT: BUILD YOUR OWN NOTARY SIGNING BUSINESS, 6.0 hours, May 3, 2012 to June 30, 2013.

Presenter Notary Public Seminars, to receive \$42.00 per participant.

Participant Fee: \$99.00 and \$60.00 Material Fee. (P) First offered in 2003.

BECOME A NOTARY PUBLIC IN ONE DAY (EXAM PREPARATION) FIRST TIME NOTARIES, 7.0 hours, May 3, 2012 to June 30, 2013.

Presenter Notary Public Seminars, to receive \$40.50 per participant.

Participant Fee: \$91.00 and \$30.00 Material Fee. (P) First offered in 1995

The Official California State Notary Public Exam will be administered immediately following the preparation program for those who wish to take it at that time.

BECOME A NOTARY PUBLIC IN ONE DAY (EXAM PREPARATION) RENEWING NOTARIES, 3.5 hours, May 3, 2012 to June 30, 2013.

Presenter Notary Public Seminars, to receive \$21.00 per participant.

Participant Fee: \$52.00 and \$30.00 Material Fee. (P) First offered in 2009

The Official California State Notary Public Exam will be administered immediately following the preparation program for those who wish to take it at that time.

CSI-CRIME SCENE INVESTIGATION (AGES 8-12), 15.0 hours, May 3, 2012 to June 30, 2013.

Presenter Sciensational Workshops for Kids Inc., to receive \$120.00 per participant.

Participant Fee: \$155.00. (P) First offered in 2011.

FOLLOW ME ROBOT (AGES 7-12), 15.0 hours, May 3, 2012 to June 30, 2013.

Presenter Sciensational Workshops for Kids Inc., to receive \$120.00 per participant.

Participant Fee: \$155.00. (P) New offering.

KIDS & MONEY (AGES 12-16), 4.5 hours. May 3, 2012 to June 30, 2013.

Presenter Barbara Stowell.

Participant Fee: \$55.00. (Presenter waives fee) First offered in 2009.

WOMEN AND INVESTING, 2.0 hours, May 3, 2012 to June 30, 2013.

Presenter Barbara Stowell.

Participant Fee: \$29.00. (Presenter Waives Fee) First offered in 2011.

PICTURE FRAMING ON A BUDGET, 5.5 hours, May 3, 2012 to June 30, 2013.

Presenter Susan Unoura, to receive \$24.00 per participant.

Participant Fee: \$58.00 and \$45.00 Material fee. (P) First offered in 2005.

Special Events

GOLD KEY CARD PROGRAM available to persons 60 years or older. Gold Key Card entitles senior citizens to a reduced rate at designated events as well as free parking in student stalls on campus.

Participant Fee: \$15.00 for an annual card. Effective June 1, 2012 to June 30, 2013.

GOLDEN WEST COLLEGE SWAP MEET to be held every Saturday and Sunday in the Golden West Street and Edinger Avenue parking lots. Advance reservation spaces: \$40 per space; Same day sales spaces: \$45 per space; Advance reservation spaces at end of rows (sold as a pair only): \$90/2 spaces; Same day sales spaces at end of rows (sold as a pair only): \$100/2 spaces; Food Vendors: \$35-\$175 per space; Deli trucks: \$75-\$450 per truck. First offered in 1979.

Subject **16.02 OCC - Community Activities**
Meeting May 2, 2012 - Regular Meeting 2012
Category 16. Authorization for Community Activities
Access Public
Type Consent

IC Name: Education to Go

Services: To provide INTERACTIVE ONLINE COMPUTER WORKSHOPS: (up to 250 workshops offered), 24.0 hours. Fee: \$89.00-\$199.00 per workshop. (F)

Payment Schedule/Compensation: Compensation equals \$55-\$170 per registered participant.

Terms of Agreement: May 3 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Freshi Films, LLC

Services: Presenter for the GAME DESIGN, Fee: \$199, 15 hours. (F)

Payment Schedule/Compensation: Compensation equals \$112.50 per participant.

Terms of Agreement: July 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Geiser Educational Services

Services: Presenter for the ALCOHOL AND DRUG AWARENESS class, Fee \$40.00, 8 hours. (F)

Payment Schedule/Compensation: Compensation equals \$75 per hour for up to 49 students, \$100 per hour for 50-100 students and \$125 per hour for 101-150 students per class taught.

Terms of Agreement: July 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Stephen Hall

Services: Presenter for the Juvenile Alcohol and Drug Awareness class, Fee \$50, 8 hours (F)

Payment Schedule/Compensation: Compensation equals \$800 per class taught.

Terms of Agreement: July 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Barbara Higgins Photography

Services: Presenter for the FASHION, FOCUS AND SHOOT class, Fee: \$150, 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: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Dan Overton

Services: Presenter for the BEGINNING ADOBE ILLUSTRATOR class, Fee: \$225, 24 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: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Rod Krueckemeier

Services: Presenter for ACUPRESSURE FOR EMOTIONAL HEALING, Fee: \$59, 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: May 3 - August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Rod Krueckemeier

Services: Presenter for CHINESE MEDICINE, Fee: \$59, 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: May 3 - August 31, 2012

Source of Funding: Community Education registration fees

IC Name: Jennifer Lothrigel

Services: Presenter for the CREATIVE DANCE-GROUP IMPROVISATION class, \$99 plus \$10 materials fee payable to presenter, 14 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: July 1 – August 31, 2012

Source of Funding: Community Education registration fees.

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: July 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Mathobotix

Services: Presenter for the Young Scientists Young Engineers Summer Camp, Fee: \$259, plus \$15 materials fee payable to presenter, 35 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: June 1– August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Mad Science of South Orange County, Inc.

Services: Presenter for the SECRET AGENT LAB class, Fee: \$144, plus \$35 materials fee payable to presenter, 15 hours. (P)

Payment Schedule/Compensation: Compensation equals 70% of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payable to the presenter.

Terms of Agreement: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Mad Science of South Orange County, Inc.

Services: Presenter for the MAD SCIENCE LABORATORY class, Fee: \$144, plus \$35 materials fee payable to presenter, 15 hours. (P)

Payment Schedule/Compensation: Compensation equals 70% of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payable to the presenter.

Terms of Agreement June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Mad Science of South Orange County, Inc.

Services: Presenter for the ROCKIN' ROCKETS AND AREODYNAMICS class, Fee: \$144, plus \$35 materials fee payable to presenter, 15 hours. (P)

Payment Schedule/Compensation: Compensation equals 70% of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payable to the presenter.

Terms of Agreement: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Mad Science of South Orange County, Inc.

Services: Presenter for the FANTASTIC FORCES class, Fee: \$144, plus \$35 materials fee payable to presenter, 15 hours. (P)

Payment Schedule/Compensation: Compensation equals 70% of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payable to the presenter.

Terms of Agreement: June 1 – August 31, 2012

Source of Funding: Community Education registration fees

IC Name: Mad Science of South Orange County, Inc.

Services: Presenter for the RED HOT ROBOTS class, Fee: \$144, plus \$35 materials fee payable to presenter, 15 hours. (P)

Payment Schedule/Compensation: Compensation equals 70% of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payable to the presenter.

Terms of Agreement: June 1 – August 31, 2012

Source of Funding: Community Education registration fees

IC Name: Bradley McDermott – Apex Driving School

Services: Presenter for BASIC DRIVER'S EDUCATION (classroom), Fee: \$100, plus \$5 materials fee payable to presenter, 28 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: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Bradley McDermott – Apex Driving School

Services: Presenter for BASIC DRIVER'S EDUCATION (online), Fee: \$29, plus \$10 materials fee payable to presenter, 28 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: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Bob McIlhenny

Services: Presenter for the SAT TEST PREP ADVANTAGE class, Fee: \$215, plus \$20 materials fee payable to presenter, \$230 at the door, 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: May 3 – September 30, 2012

Source of Funding: Community Education registration fees.

IC Name: Sameira Mikhael

Services: Presenter for THREADING A-Z, Fee: \$89, plus \$10 materials fee, 4 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: July 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the EXPLORING DRAWING class, Fee: \$67, plus \$5 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, plus 100% of the material fee payable to the presenter.

Terms of Agreement: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the DRAWING AND PAINTING class, Fee: \$67, plus \$5 materials fee payable to presenter, 10 hours. (P)

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

Terms of Agreement: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the BEGINNING GUITAR class, Fee: \$89, plus \$15 materials fee, 10 hours. (P)

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

Terms of Agreement: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the BEGINNING VOICE class, Fee: \$89, plus \$15 materials fee, 10 hours. (P)

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

Terms of Agreement: May 5 – June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the BEGINNING PIANO class, Fee: \$89, plus \$15 materials fee, 10 hours. (P)

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

Terms of Agreement: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the JUNIOR ROCK ACADEMY class, Fee: \$89, plus \$15 materials fee, 10 hours. (P)

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

Terms of Agreement: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the MOVIEWORKZ ANIMATION CAMP class, Fee: \$139, plus \$15 materials fee, 10 hours. (P)

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

Terms of Agreement: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the MOVIEWORKZ TELEVISION PRODUCTION CAMP class, Fee: \$139, plus \$15 materials fee, 10 hours. (P)

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

Terms of Agreement: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Dan Overton

Services: Presenter for the BEGINNING ADOBE ILLUSTRATOR class, Fee: \$225, 24 hours. (P)

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

Terms of Agreement: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Michael Pash

Services: Presenter for the REJUVINATE YOUR RETIREMENT class, \$45 plus \$20 materials fee payable to presenter, 6 hours. (F)

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

Terms of Agreement: May 3 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Promote You Online

Services: Presenter for CHARISMA: GIVE YOURSELF THE EDGE IN BUSINESS AND ROMANCE, Fee: \$49, 2.5 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: July 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Rena Puebla

Services: Presenter for WEDDING AND EVENT PRODUCTION, Fee: \$75, plus \$30 materials fee paid to presenter, 2 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: May 3 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Ramstedt and Associates

Services: Presenter for the LIFE LAUNCH FOR WOMEN RETREAT, Fee: \$69, plus \$5 materials fee, 5 hours. (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: July 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Ramstedt and Associates

Services: Presenter for the ENCORE CAREERS – CALLING, PURPOSE, PASSION AND A PAYCHECK, Fee: \$79, 5 hours. (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: July 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: John Spiers

Services: Presenter for IMPORT EXPORT NOW!, Fee: \$95, 18 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: May 3 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: John Spiers

Services: Presenter for IMPORTING AS A SMALL BUSINESS, Fee: \$95, 8 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: May 3 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: John Spiers

Services: Presenter for TEACH & WRITE YOUR WAY TO PAID PUBLICATION, Fee: \$79, 9 hours. (P)

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

Terms of Agreement: May 3 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Barbara Spies

Services: Presenter for BEGINNING WATERCOLOR, Fee: \$96, 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: July 1 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Barbie Stowell

Services: Presenter for KIDS AND MONEY, Fee: \$39, class. 4.5 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of the proceeds to be retained by Community Education.

Terms of Agreement: May 3 – June 30, 2013

Source of Funding: Community Education registration fees

IC Name: Patrick Sullivan

Services: Presenter for the ART AND DESIGN SOLDERING BASICS class, Fee: \$74, plus \$25 materials fee, 3 hours. (P)

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

Terms of Agreement: May 3 – August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Shawn Tene

Services: Presenter for TAKE CONTROL OF YOUR HEALTH!, Fee: \$149, 15 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: June 1 – August 31, 2012

Source of Funding: Community Education registration fees.

17. Authorization for Sailing Program

Subject **17.01 OCC - Sailing Program**
Meeting May 2, 2012 - Regular Meeting 2012
Category 17. Authorization for Sailing Program
Access Public
Type Consent

PROFESSIONAL EXPERTS

USCG LICENSE EXAM PREP COURSE for Master/Mate or OUPV; FEE: \$1060, 70-84 hours,
USCG LICENSE SAIL OPTION (optional); FEE: \$125, 4 hours

PRESENTERS: Karen Prioleau, Lindsey Philpott, Robert Profeta, Bruce Brown, Debora Dunne, Armando Eason, Ron Mealey

INDEPENDENT CONTRACTOR

OVER \$10,000

IC Name: Bellport Newport Harbor Shipyard

Services: For the purpose of Haul out and launch of sailing center boats and donations for repair and maintenance and surveys.

Payment Schedule/Compensation: to be paid upon submittal of invoice as work is completed. Contract amount of \$25,000 for term of Contract.

Term of Agreement: May 3, 2012 - June 30, 2013

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

REVISIONS TO PREVIOUS BOARD ACTION

PROFESSIONAL EXPERTS

LIDO 14 CLASSES

AT-RISK CHILDREN'S BOATING SAFETY PROGRAM, No fee to participants. Funded by a grant from State of California, Department of Boating and Waterways. 14 to 20 hours.

BEGINNING SAILING, Fee \$145, 20 hours.

INTERMEDIATE LIDO; Fee \$150, 18 hours

LIDO RACING CLINIC, Fee \$65, 8 hours

PARENT AND CHILD SAILING LESSONS, Fee: \$55, 8 hours

PRIVATE LESSONS LIDO, Fee \$180, 3 hours

OCC SA CHECK-OUT, Fee \$110, 2 hours

AFTER SCHOOL SAILING, Fee: \$135; 10 hours

HOLIDAY SAILING CAMPS FOR KIDS, Fee: \$150, 16 hours.

ADD PRESENTERS: Katie Donahue, Brooke Donahue, Jimmy Madigan, (F) (prior approval Feb 15, 2012)

POWERBOAT COURSES

INTRODUCTION TO POWERBOATS, Fee \$280, 6 hours

BASIC POWERBOAT OPERATION & CRUISING CERT, Fee \$715, 14 hours
INSHORE POWER CRUISING & NIGHT OPERATION ENDORSEMENT, Fee \$825, 18 hours
SAFE POWERBOAT HANDLING CERTIFICATION, Fee: \$145, 16 hours
SAFE HANDLING OF SMALL POWERBOATS, No fee to participants. Funded by a grant from the State of California, Department of Boating and Waterways. 16 hours.

ADD PRESENTER: Michael Segerblom (F) (prior approval Feb 15, 2012)

BASIC SAFETY TRAINING (STCW Certificate); FEE: \$750 to \$995, 40 hours, Add Presenters: Albert Marland (F) (prior approval Feb 15, 2012)

18. Personnel Items

Subject	18.01 District
Meeting	May 2, 2012 - Regular Meeting 2012
Category	18. Personnel Items
Access	Public
Type	Discussion

- a. Authorization for Leaves of Absence
- b. Authorization for Changes in Assignments, Academic Staff
- c. Authorization for Professional Experts
- d. Authorization for Monthly Travel Allowances

File Attachments

[Open.pdf \(19 KB\)](#)

PERSONNEL ITEMS

a. Authorization for Leaves of Absence

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

Classified

Benavides, Christina, GWC, Admissions and Records Technician II, LOA/wop, under the Family and Medical Leave Act of 1993, for the period 04/16/12 through 04/27/12, not to exceed the equivalent of 12 weeks in a 12 month period.

b. Authorization for Changes in Assignments, Academic Staff

It is recommended that authorization be given for the following changes in both contract and part-time assignments for academic personnel:

Faculty

Shajie, Vida, OCC, Counselor, Reduced Load/Option, Pre-Retirement Program, 75% effective Fall 2012.

c. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Famolaro, Felix A., OCC, to provide instruction for USMC Electrical Class, for the period 05/30/12 to 06/26/12, 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 Military Account.

Pugliese, William F., OCC, to provide instruction for USMC Electrical Class, for the period 04/11/12 to 05/08/12, 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 Military Account.

Other Professional Experts

Brooks, Lynell, OCC, to assist with OCC Commencement, for the period 05/01/12 to 05/30/12, to be paid at \$100.00 per unit, 2.4 units per week for 5 weeks, compensation to be \$1,200.00, funding source is A & R Ancillary.

D'Allesandro, Mike S., OCC, to assist with OCC men's Volleyball team during the 2011-2012 academic year, for the period 04/05/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 2.308 units per week for 13 weeks, compensation to be \$3,000.00, funding source is Ancillary Fund.

Del Carmen, George, CCC, to provide website maintenance, review and development for BESAC (Business Education Statewide Advisory Committee), for the period 05/03/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 1.875 units per week for 8 weeks, compensation to be \$1,500.00, funding source is Categorical Funds.

Godfrey, Donald W., CCC, to develop program review, coordinate Advisory Committee meetings, and update curriculum for BCT (Building Codes Technology), for the period 05/03/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 1 unit per week for 8 weeks, compensation to be \$800.00, funding source is Categorical Funds.

Heckman, Richard D., GWC, to serve as musician/cartage for GWC Theater production of "Cabaret," for the

period 06/01/12 to 06/30/12, to be paid at \$100.00 per unit, 1 unit per week for 1 week, compensation to be \$100.00, funding source is Theater Income Trust.

The following GWC Professional Experts to perform additional grant-related duties that exceed the typical adjunct faculty role, including offering office hours, attending grant meetings, participating in program and instructional collaboration with faculty, for the period 05/03/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 1.785 units per week for 14 weeks, compensation to be \$2,500.00, funding source is Community Based Job Training Grant.

Pedersen, Marialyce
Warren, Gregory

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:

CCC

Leon, Christine

\$225.00 per month

Dean, Counseling and Matriculation

DIST

Thompson, Daniela

\$130.00 per month

Admin Director Fiscal Affairs

19. Authorization for Independent Contractors

Subject **19.01 GWC - Independent Contractors**
Meeting May 2, 2012 - Regular Meeting 2012
Category 19. Authorization for Independent Contractors
Access Public
Type Consent

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

\$10,000 and Over

IC Name: Taylor, Paul

Services: Reproduce monthly DVD POST Legal Updates and ship to final destination

Payment Schedule/Compensation: \$10,000 to be paid per monthly invoice

Term of Agreement: May 17 – December 31, 2012

Source of Funding: POST Case Law Today funds

IC Name: Bedsworth, William

Services: Preparation and presentation of Legal Updates and P.O.S.T Case LAW

Payment Schedule/Compensation: \$25,000, to be paid \$500 per segment upon invoice

Term of Agreement: July 1, 2012 – June 30, 2013

Source of Funding: Criminal Justice Auxiliary Trust funds

IC Name: McNerney, Daniel

Services: Preparation and presentation for Legal Updates and P.O.S.T Case Law

Payment Schedule/Compensation: \$25,000, to be paid \$500 per segment upon invoice

Term of Agreement: July 1, 2012 – June 30, 2013

Source of Funding: Criminal Justice Auxiliary Trust funds

IC Name: Rutledge, Devallis

Services: Preparation and presentation for Legal Updates and P.O.S.T Case Law

Payment Schedule/Compensation: \$25,000, to be paid \$500 per segment upon invoice

Term of Agreement: July 1, 2012 – June 30, 2013

Source of Funding: Criminal Justice Auxiliary Trust funds

IC Name: Cambridge West Partnership, LLC c/o Frederick Trapp

Services: Review, write and edit accreditation self-evaluation

Payment Schedule/Compensation: \$31,800 to be paid per invoice upon completion

Term of Agreement: January 1 - June 30, 2012

Source of Funding: Accreditation funds

(Revision is to increase compensation. Previous Board approval 11/19/11.)

Under \$10,000

IC Name: Luna, Maridel

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff

Payment Schedule/Compensation: \$4,500, to be paid as invoiced per exam (\$22 per manual exam, \$10 per

written exam, \$15 per oral exam and \$15 per rescheduled manual exam)

Term of Agreement: May 3 – June 31, 2012

Source of Funding: RHORC RTC Trust funds

IC Name: Farhadi, Lara

Services: Photography services for GWC Theater Production, "Cabaret"

Payment Schedule/Compensation: \$150, to be paid within 30 days of completion and invoice.

Term of Agreement: May 6, 2012

Source of Funding: Associated Students of Golden West College – Creative Arts ,Theater Income Trust.

IC Name: Sarmiento, Luis

Services: Musical/dance entertainment for Intercultural Program Cinco de Mayo Campus Celebration

Payment Schedule/Compensation: \$300, to be paid upon completion of performance

Term of Agreement: May 3, 2012

Source of Funding: Intercultural Program funds

IC Name: Mumm, Robert

Services: Lighting Design services for GWC Dance Concert

Payment Schedule/Compensation: \$800 to be paid per invoice upon completion

Term of Agreement: May 3-20, 2012

Source of Funding: Dance Trust and ASB funds

IC Name: Three Forks, Inc.

Services: Set up financial aid software for 12/13 processing and Direct Loan reconciliation

Payment Schedule/Compensation: \$6,500

Term of Agreement: March 5-9, 2012

Source of Funding: BFAP Funds

(Justification for late submittal: Financial Aid was not aware Board approval needed for this vendor.)

IC Name: Woyshner, Rob

Services: Performer for GWC Theater Production, "Cabaret"

Payment Schedule/Compensation: \$1,060, to be paid at the conclusion of performance

Term of Agreement: May 4-13, 2012

Source of Funding: Associated Students of Golden West College - Creative Arts, Theater Income Trust

(Revision is to increase compensation. Previous Board approval 4/4/12.)

IC Name: Doyon, Doris

Services: Performer for GWC Theater Production, "Cabaret"

Payment Schedule/Compensation: \$1,060, to be paid at the conclusion of performance

Term of Agreement: May 4-13, 2012

Source of Funding: Associated Students of Golden West college - Creative Arts, Theater Income Trust

(Revision is to increase compensation. Previous Board approval 4/4/12.)

Subject **19.02 DIS - Independent Contractors**
Meeting May 2, 2012 - Regular Meeting 2012
Category 19. Authorization for Independent Contractors
Access Public
Type Consent

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

\$10,000 AND OVER

IC Name: Cerritos Franchise, Inc.

Services: Graphic design work for District marketing and public relations material and D-Mail design

Payment Schedule/Compensation: \$15,000 payable in monthly increments upon receipt and approval of invoice

Term of Agreement: August 1, 2011 – June 30, 2012

Source of Funding: Public Relations Funds

(Revision is to increase the compensation from \$10,000 to \$15,000 due to increased number of hours for project development. Previous Board approval: July 20, 2011)

File Attachments

[Cerritos Franchise Inc.pdf \(84 KB\)](#)

Subject **19.03 CCC – Independent Contractors**
Meeting May 2, 2012 - Regular Meeting 2012
Category 19. Authorization for Independent Contractors
Access Public
Type Consent

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

\$10,000 AND OVER

IC Name: Denise Cusano Instructional Design, Inc.
Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-71, Basic Rigging.
Payment Schedule/Compensation: \$15,000 upon completion of project deliverables broken down into five stages of completion.
Term of Agreement: May 3, 2012 – June 30, 2012
Source of Funding: Chevron Products Company in support of this project.

IC Name: Ryther, Susan
Services: Instructional Design Services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-71, Basic Rigging.
Payment Schedule/Compensation: \$15,000 upon completion of project deliverables broken down into five stages of completion.
Term of Agreement: May 3, 2012 – June 30, 2012
Source of Funding: Chevron Products Company in support of this project.

UNDER \$10,000

IC Name: Ridley, Gabrielle
Services: Enter revised content into Moodle for the Psychology: The Human Experience and Stepping Stones, Child Development online courses.
Payment Schedule/Compensation: 40 lessons @ \$50/lesson for a total contract of \$2,000.
Term of Agreement: May 3, 2012 – June 30, 2012
Source of Funding: ISD Ancillary Publications Revisions funds

IC Name: Wilcox, Susan A.
Services: Programming activities for the Online Public Speaking course.
Payment Schedule/Compensation: 40 activities @ \$50/activity for a total contract of \$2,000.
Term of Agreement: May 3, 2012 – June 30, 2012
Source of Funding: ISD Online Public Speaking course funds

IC Name: Rakochy, Wendy A.
Services: Review Moodle lessons for the new Online Public Speaking course.
Payment Schedule/Compensation: 14 lessons @ \$225/lesson for a total contract of \$3,150.
Term of Agreement: May 3, 2012 – June 30, 2012
Source of Funding: ISD Ancillary Online Public Speaking course funds

IC Name: Machado, Carolyn Elaine

Services: Art Gallery Guest Summer Workshop Instructor/Lecturer for "Mosaic Assemblage".

Payment Schedule/Compensation: One payment at the conclusion of the workshop; 40% of student participation rate; NTE \$2,240.

Term of Agreement: July 16 – 18, 2012

Source of Funding: Ancillary funds

IC Name: Salamon, Bradford John

Services: Art Gallery Guest Summer Workshop Instructor/Lecturer for "Portrait Painting".

Payment Schedule/Compensation: One payment at the conclusion of the workshop; 40% of student participation rate; NTE \$2,240.

Term of Agreement: July 23 – 25, 2012

Source of Funding: Ancillary funds

IC Name: Oskorus, David

Services: Development of interactive pages in Flash for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-43, Redesign of Safety CBTS – Fire Prevention & Extinguishing Techniques.

Payment Schedule/Compensation: \$1,800 paid at 50% on delivery of first version and 50% upon approval of final version after feedback is incorporated.

Term of Agreement: May 3, 2012 – June 30, 2012

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

IC Name: Ayala, Joel

Services: Conduct professional consulting services for legislative, advocacy, outreach and consultation in emerging markets. Also, provide consulting to Employment Training Panel clients, in certification strategies and government resources.

Payment Schedule/Compensation: \$5000 paid as services rendered and upon receipt and approval of invoice.

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

Source of Funding: Coastline Institute for Economic Development (CIED)

IC Name: Tyrell-Smith, Tim

Services: Provide business coaching and subject matter in technological assistance, search engine optimization, social media platforms and content development for Coastline Institute for Economic Development businesses, forums and outreach.

Payment Schedule/Compensation: \$3,000 paid as services rendered and upon receipt and approval of invoice.

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

Source of Funding: Coastline Institute for Economic Development (CIED)

Revision to Previous Board Action

\$10,000 AND OVER

IC Name: Meoli, Christopher

Services: On-site ESL training, coordination and program development in support of Contract Education's CCC EBUS Program.

Payment Schedule/Compensation: Total revised contract amount is \$33,910. (Revision is to increase assignment and total contract amount by \$6,160 for a total revised contract amount of \$33,910. Prior Board Approval: 7/20/11)

Term of Agreement: July 21, 2011 – June 30, 2012
Source of Funding: Contract Education ancillary funds

IC Name: Ma, Jimmy

Services: On-site ESL training, coordination and program development in support of Contract Education's CCC EBUS Program.

Payment Schedule/Compensation: Total revised contract amount is \$32,010. (Revision is to increase assignment and total contract amount by \$4,260 for a total revised contract amount of \$32,010. Prior Board Approval: 7/20/11)

Term of Agreement: July 21, 2011 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Reteguiz, Kimberly

Services: Marketing, Outreach and the Recruitment of new military students.

Payment Schedule/Compensation: Total revised contract amount is \$15,968. (Revision is to increase assignment and total contract amount by \$2,720, for a total revised contract amount of \$15,968. Prior Board Approval: 12/14/2011)

Term of Agreement: May 3, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

IC Name: Lawson, Gloria

Services: Marketing, Outreach and the Recruitment of new military students.

Payment Schedule/Compensation: Total revised contract amount is \$13,536. (Revision is to increase assignment and total contract amount by \$1,728, for a total revised contract amount of \$13,536. Prior Board Approval: 12/14/2011)

Term of Agreement: May 3, 2012 – June 30, 2012

Source of Funding: Contract Education ancillary funds

UNDER \$10,000

IC Name: Johnstone, Robert

Services: Provide a keynote presentation and workshop on "Student Success" at both morning and afternoon sessions, at the All-College Professional Development Workshop, April 27, 2012.

Payment Schedule/Compensation: Total revised contract is \$2,200; full payment upon receipt of final invoice. (Reason for Revision: Original afternoon facilitator cancelled. Dr. Johnstone will facilitate both workshop sessions increasing reimbursement by \$1,000, for a total contract of \$2,200. Prior Board Approval: 4/04/12)

Term of Agreement: April 5, 2012 – May 31, 2012

Source of Funding: Title III and Staff Development funds

Subject **19.04 OCC - Independent Contractors**
Meeting May 2, 2012 - Regular Meeting 2012
Category 19. Authorization for Independent Contractors
Access Public
Type Consent

UNDER 10,000

Firefly Media, Amber Tiana Smith

Services: Providing Web Design services for Interior Design Club

Payment Schedule/Compensation: Payment to be paid upon submittal of invoice as work is completed.
Total fee of \$450

Term of Agreement: May 3, 2012 through June 15, 2012

Source of Funding: To be paid from Ancillary Account- Bursar's Office Interior Design Club Account

Jump O'Rama Inflatables, Inc.

Services: Providing an inflatable jumper

Payment Schedule/Compensation: Total contract amount is \$744.00; to be paid upon submittal of invoice as work is completed.

Term of Agreement: May 15, 2012

Transportation: To be paid from ASOCC funds

FISHMAX.COM

Services: For the purpose of maintaining and supplying the Lab School aquarium

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$800 for term of Contract

Term of Agreement: July 1, 2012 – June 30, 2013

Source of Funding: To be paid from Early Childhood Lab School's Funds

20. Authorization for Staff Development

Subject **20.01 GWC - Staff Development**
Meeting **May 2, 2012 - Regular Meeting 2012**
Category **20. Authorization for Staff Development**
Access **Public**
Type **Consent**

Health Education/Kinesiology/Athletics Department

Date(s): May 17, 2012

Purpose: Faculty training on developing a 2-year plan for the department (to include all disciplines.)

Cost/Purpose/Funding Source: \$480 for food from Conferences Professional Development funds.

21. Approval of Purchase Orders

Subject **21.01 DIST - Purchase Orders**
Meeting **May 2, 2012 - Regular Meeting 2012**
Category **21. Approval of Purchase Orders**
Access **Public**
Type **Consent**

File Attachments

[Final PO Board List.pdf \(15 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0326892	Haas Factory Outlet Bid 2006 Minimilling, CNC and Vertical Lathe machines for Technology. Board Date: 04/04/12	OCC	6401	206,315.39
P0326910	Genworth Life & Annuity Insurance Co Open PO for life insurance premiums	DIS	5472	78,144.98
P0326916	Dettrick, Cheryl IC for project planning & grant development	DIS	5112	42,000.00
P0326778	Time Warner Cable Inc Service provider agreement	CCC	5519	40,750.00
P0326933	VMWare Inc Software service maintenance agreement renewal	OCC	5638	29,691.38
P0326776	UPS Protection Inc Upgrade un-interrupted power supply system for Information Services	CCC	6412	27,875.50
P0326934	ePlus Technology inc Hardware service maintenance agreement renewal	DIS	5638	26,443.00
P0326833	West Coast Technology Upgrade memory capability of network server	CCC	6402	23,540.02
P0326970	Tangram Watson Hall Steelcase Furn (GOB)	OCC-GB	6250	20,542.97
P0326947	Dell Higher Education Desktop computers for Coastlines One Stop Centers	CCC	6412	20,473.01
P0326964	Intelcom Annual license fee for Distant Learning classes	CCC	5748	14,404.00
P0326973	Community College League of Subscription renewals for CCC Library	CCC	5306	11,448.12
P0326773	Western Graphics Plus Marketing & promotional items for Career Development Program	OCC	5899	11,153.18
P0326909	Oracle Corp Annual software renewal for program license.	DIS	5638	10,184.72
P0326842	ExaGrid Systems Inc	DIS	5638	9,534.67
P0326917	Ultimate Gifts	CCC	5851	9,000.00
P0326918	RP Group Inc	GWC	5899	9,000.00
P326791	CCC Contract Education	OCC	5638	9,000.00
P0326951	Total Compensation Systems Inc	DIS	5899	8,300.00
P0326952	Community College League of	GWC	5306	8,222.00
P0326903	ABTECH	GWC	5699	8,050.00
P0326777	Synegi Inc	DIS	5638	7,689.00

P0326829	Gail Materials	OCC	5665	7,258.06
P0326888	OCE' Financial Services Inc	GWC	6412	6,733.30
P0326968	Tint Pros	OCC-GB	5899	6,472.00
P0326878	Montgomery Hardware Co	OCC	5650	6,350.00
P0326891	Golden Trophy & Awards	CCC	5899	6,138.52
P0326781	Hoover Printing & Lithography Inc	OCC	4321	5,600.00
P0326860	CI Solutions	CCC	4312	5,364.30
P0326836	Sehi Computer Products Inc	CCC	4315	5,293.09
P0326969	ISEC	OCC-GB	5899	5,205.00
P0326954	SVM LP	GWC	7606	5,022.95
P0326828	Calif Design Printing & Marketing	OCC	4321	5,000.00
P0326906	Allscape	OCC-GB	6120	5,000.00
P0326837	Infinity Designs	CCC	5851	4,956.50
P0326935	GovConnection Inc	DIS	4315	4,691.74
P0326875	Western Graphics Plus	OCC	4312	4,500.00
P0326890	Halo Branded Solutions	CCC	5899	4,450.24
P0326768	Hoover Printing & Lithography Inc	GWC	4321	3,954.43
P0326904	Computerland of Silicon Valley	GWC	5699	3,937.50
P0326870	CompuCom Systems Inc	OCC-GB	4315	3,803.68
P0326937	ROI Networks Inc	DIS	5638	3,360.00
P0326929	ControlWorks Inc	GWC	5899	3,359.83
P0326908	CDWG	DIS	4312	3,289.10
P0326816	Follett Higher Education Group	GWC	4312	3,100.00
P0326844	Riddell/All American Sports Corp	GWC	4312	3,025.38
P0326965	Dell Higher Education	OCC	4312	2,902.63
P0326975	Dept of Industrial Relations	DIS	5112	2,875.00
P0326782	Home Depot	OCC	4312	2,798.00
P0326847	On-Site LaserMedic Corp	GWC	4315	2,743.04
P0326883	Baker & Taylor	GWC	6301	2,697.52
P0326765	Apple Computer Inc	GWC	6412	2,621.47
P0326950	Apple Computer Inc	OCC	6412	2,620.78
P0326913	Village Nurseries LP	OCC	4312	2,600.00
P0326872	Yellow Sequoia Solutions & Ed	CCC	5699	2,579.54
P0326907	Provantage Corp	DIS	5657	2,566.35
P0326943	ProEducation Solutions LLC	OCC	5899	2,500.00
P0326932	Computerland of Silicon Valley	OCC	5699	2,455.63
P0326838	Memory Suppliers Inc	OCC	4312	2,343.56
P0326915	Advantage Graphics & Printing	OCC	4321	2,304.13
P0326809	Dell Higher Education	OCC	4312	2,216.36
P0326834	Konica Minolta Business Solutions	GWC	5638	2,041.00
P0326789	West Coast Turf	OCC	4312	2,000.00
P0326940	Employee Relations Inc	DIS	5899	2,000.00
P0326873	Ewing Irrigation Products Inc	DIS	5665	1,962.77
P0326945	Rhino Electric Supply	OCC	4312	1,910.56
P0326871	ePlus Technology inc	OCC-GB	4315	1,890.54
P0326912	Apple Computer Inc	DIS	4315	1,868.38
P0326946	Rhino Electric Supply	OCC	4312	1,747.85
P0326850	Power Systems Inc	GWC	4312	1,737.48
P0326869	Digital Networks Group Inc	OCC-GB	6412	1,682.36

P0326924	Henry Schein Inc	OCC	4312	1,649.44
P0326936	Mercedes Medical	OCC	4312	1,554.88
P0326790	EZ-UP Factory Outlet	OCC	4312	1,540.63
P0326856	Amico Scientific Corp	GWC	4312	1,500.00
P0326886	SVM LP	GWC	7601	1,492.95
P0326928	Northcott Painting Co	GWC-GB	5899	1,475.00
P0326914	Advantage Graphics & Printing	OCC	4312	1,444.93
P0326818	OC Fire Protection Inc	GWC	5650	1,427.53
P0326820	Blue Sky Outfitters	GWC	4312	1,361.45
P0326882	Baker & Taylor	GWC	6301	1,346.79
P0326772	MailFinance Inc	OCC	5682	1,301.26
P0326957	FOPCO Inc	OCC	5657	1,300.00
P0326767	SARS Software Products Inc	OCC	5699	1,272.33
P0326808	Office Depot	GWC	4312	1,255.21
P0326780	Blue Point Voice & Data Inc	DIS	4315	1,212.86
P0326813	Office Depot	CCC	4312	1,200.00
P0326849	Gopher Sports	GWC	4312	1,183.88
P0326884	Baker & Taylor	GWC	6301	1,161.86
P0326931	Barracuda Networks Inc	CCC	5699	1,148.00
P0326885	Doug's Downtown Grill	CCC	5899	1,115.21
P0326811	Dell Higher Education	OCC	4312	1,070.91
P0326832	Aquatic Habitats Inc	OCC	4312	1,069.70
P0326942	Calvert Co	CCC	5851	1,058.20
P0326861	Laerdal Medical Corp	GWC	4312	1,049.31
P0326971	ePlus Technology inc	OCC-GB	6250	1,023.84
P0326788	Home Depot	OCC	4312	1,000.00
P0326866	Tremco Inc	GWC	5899	1,000.00
P0326938	Dell Higher Education	CCC	4315	998.01
P0326801	Office Depot	CCC	4312	959.35
P0326874	Fontis Solutions	DIS	4321	958.98
P0326902	Secure Content Solutions	GWC	5699	925.00
P0326770	Dell Higher Education	OCC	4315	922.19
P0326803	Office Depot	CCC	4312	917.88
P0326774	Office Depot	OCC	4312	915.05
P0326953	Bio-Rad Laboratories Inc	OCC	4312	902.69
P0326852	Cal-Olympic Safety	GWC	4312	900.00
P0326922	Noritsu America Corp	GWC	5657	890.00
P0326797	Office Depot	GWC	4312	880.00
P0326779	Vantage Lighting Inc	OCC	4312	870.63
P0326962	Council for Resource Dev	DIS	5320	855.00
P0326930	Northcott Painting Co	GWC	5899	850.00
P0326840	Green Building Certification Inst	OCC-GB	6269	834.54
P0326851	Sears Commercial One	GWC	4312	816.48
P0326802	Office Depot	CCC	4312	813.10
P0326978	Sehi Computer Products Inc	GWC	4315	811.32
P0326893	Angelus Pacific Co	OCC	4321	796.19
P0326948	Office Depot	CCC	4312	781.55
P0326814	Dell Higher Education	CCC	4315	779.20
P0326967	GovConnection Inc	DIS	4315	774.94

P0326867	Office Depot	OCC	4312	766.60
P0326793	Riverside Publishing Co	OCC	4312	762.22
P0326769	Embee Technologies	OCC	6250	741.44
P0326830	Aquatic Habitats Inc	OCC	4312	719.26
P0326939	Belo, Bruce	GWC	5657	700.00
P0326895	Angelus Pacific Co	CCC	4312	696.15
P0326925	Home Depot	OCC	4312	660.87
P0326823	Mercedes Medical	OCC	4312	655.93
P0326841	LT Enterprises	GWC	5638	640.00
P0326905	Harland Technology Services	GWC	5638	630.00
P0326815	VMI Inc	CCC	4315	629.18
P0326771	Office Depot	OCC	4312	615.00
P0326974	Full Source LLC	CCC	4321	610.36
P0326817	Apperson Education Products	GWC	4312	600.00
P0326855	Harbor Freight Tools	GWC	4312	600.00
P0326848	Paton Group	GWC	4315	557.53
P0326766	Apple Computer Inc	GWC	4312	543.67
P0326863	Thermo Electron North Amer LLC	GWC	4312	534.36
P0326824	Cadwell Laboratories Inc	OCC	4312	511.82
P0326783	Newark in One	OCC	4312	500.00
P0326785	Industrial Blade & Products Co Inc	OCC	4312	500.00
P0326846	Storefront Door Repair	CCC	5665	500.00
P0326853	James Benedik Piano Service	GWC	5657	500.00
P0326807	Office Depot	GWC	4315	495.03
P0326894	Angelus Pacific Co	GWC	4312	492.15
P0326926	Western Graphics Plus	GWC	4312	482.55
P0326819	Sheeler Bros Inc	GWC	5899	475.00
P0326862	School Outfitters	GWC	4312	471.25
P0326901	Thermo Fisher Scientific	OCC	5638	463.50
P0326920	Triarch Inc	CCC	4312	461.94
P0326827	Harland Technology Services	OCC	5699	450.00
P0326854	Home Depot	GWC	4312	450.00
P0326966	Infinite Security Solutions	CCC	4315	450.00
P0326822	Fisher Scientific	OCC	4312	443.50
P0326784	Medical Graphics Corp	OCC	4312	435.31
P0326959	Sehi Computer Products Inc	GWC	4315	434.63
P0326805	Dell Higher Education	OCC	4315	428.85
P0326927	Hardy Diagnostics	GWC	4312	425.00
P0326949	Office Depot	CCC	4312	424.52
P0326977	Minitex	OCC	4312	412.99
P0326786	Orange Coast Hardware & Lumber	OCC	4312	400.00
P0326787	Austin Hardwoods	OCC	4312	400.00
P0326865	PSi	GWC	4677	400.00
P0326877	Fisher Scientific	OCC	4312	400.00
P0326775	Office Depot	OCC	4312	389.38
P0326825	Fisher Scientific	OCC	4312	375.27
P0326845	Premier Solutions Co	DIS	4312	355.93
P0326810	Dell Higher Education	OCC	4312	355.55
P0326831	Thomson West	DIS	4285	350.19

P0326898	Kelly Paper	DIS	4312	346.97
P0326795	Cone Instruments LLC	OCC	4312	342.65
P0326764	Office Depot	GWC	4312	338.55
P0326796	McGraw-Hill Companies	OCC	4312	322.55
P0326955	LT Enterprises	GWC	5657	320.00
P0326763	SoCal Office Technologies Inc	GWC	5638	313.93
P0326972	Golden Trophy & Awards	CCC	4312	306.01
P0326792	School Specialty Intervention	OCC	4312	303.80
P0326812	Office Depot	DIS	4312	300.00
P0326857	Follett Higher Education Group	GWC	4312	300.00
P0326859	Follett Higher Education Group	GWC	4312	300.00
P0326958	Home Depot	GWC	4312	300.00
P0326794	Cone Instruments LLC	OCC	4312	297.39
P0326804	Office Depot	GWC	4312	296.87
P0326806	Office Depot	CCC	4312	286.16
P0326826	Super Duper Publications	OCC	4312	280.10
P0326976	Xerox Corp	DIS	4312	251.36
P0326821	Amico Scientific Corp	OCC	4312	250.63
P0326879	Follett Higher Education Group Inc	GWC	4312	250.00
P0326868	Office Depot	OCC	4312	242.86
P0326960	Amazon.com	DIS	4312	241.95
P0326956	Thomas Scientific	GWC	4312	238.35
P0326881	Follett Higher Education Group	GWC	4312	225.00
P0326921	Fisher Scientific	CCC	4312	218.17
P0326923	Campus Solutions	CCC	5899	217.68
P0326961	Dell Higher Education	OCC	4315	214.42
P0326798	Office Depot	GWC	4312	200.00
P0326800	Office Depot	GWC	4312	200.00
P0326858	Follett Higher Education Group	GWC	4312	200.00
P0326880	Follett Higher Education Group	GWC	4312	200.00
P0326896	EBSCO Subscription Services	GWC	5306	187.43
P0326889	OCE' Financial Services Inc	GWC	5638	180.00
P0326799	Office Depot	GWC	4312	176.72
P0326900	Time Clock Sales & Service Co Inc	DIS	4312	128.00
P0326839	Computerland of Silicon Valley	OCC	5699	106.00
P0326911	Angelus Pacific Co	DIS	4321	105.74
P0326897	Sign-Mart	OCC	5850	96.98
P0326864	Xerox Corp	DIS	4312	88.24
P0326963	Harvard Business Review	DIS	5306	82.92
P0326919	Health Products For You	CCC	4312	72.03
P0326887	Xerox Corp	CCC	4312	62.12
P0326843	Office Depot	DIS	4312	57.31
P0326876	Ward's Natural Science	OCC	4312	50.00
P0326941	Hitt Marking Devices Inc	DIS	4312	18.64
P0326944	Amazon.com	DIS	4312	15.85
Total				<u>\$893,491.09</u>

Object Code Legend

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

22. Ratification / Approval of Checks

Subject **22.01 District**

Meeting May 2, 2012 - Regular Meeting 2012

Category 22. Ratification / Approval of Checks

Access Public

Type Consent

File Attachments

[Check Approval 5-02-12.pdf \(400 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
166688	UnitedHealthcare of California Medical Premiums	617,991.49
167738	Coast Community College Dist Medical Claims District-wide	398,830.67
167422	ACSIG Dental / Edge Dental Claims	272,034.15
167742	Medco Health Solutions Inc Medical Prescription Claims	268,805.61
167198	Medco Health Solutions Inc Medical Prescription Claims	262,964.63
167826	West-Tech Mechanical Inc Bid 1992 Newport Beach Learning Center	248,370.00
167733	Dennison Electric Inc Bid 1992 Newport Beach Learning Center	170,556.00
167196	Coast Community College Dist Medical Claims District-wide	169,352.63
167195	Coast Community College Dist Medical Claims District-wide	167,740.38
167298	Keenan & Associates Protected Insurance Program	155,597.91
167626	Coast Community College Dist Medical Claims District-wide	152,743.68
167425	Coast Community College Dist Medical Claims District-wide	151,244.23
167231	GWC Associated Students Student Fees	150,304.00
166687	Coast Community College Dist Medical Claims District-wide	149,029.47
166685	West-Tech Mechanical Inc Bid 1992 Newport Beach Learning Center	139,035.00
166814	Coast Community College Dist Medical Claims District-wide	128,888.74
167172	Southern Calif Edison Co Electricity District-wide	122,571.57
167347	Constellation NewEnergy Inc Electrical District-wide	113,421.78
167737	Superior Wall Systems Inc Bid 1992 Newport Beach Learning Center	110,339.00
167730	Anderson Charnesky Structural Steel Inc Bid 1992 Newport Beach Learning Center	97,647.00
167736	PK Mechanical Systems Inc Bid 1994 Newport Beach Learning Center	91,216.00

167735	Link-Nilsen Corp	20,880.00
167162	Pitney Bowes Reserve Account	20,000.00
167605	Pitney Bowes Reserve Account	20,000.00
166702	CCCD Student Refunds	19,347.57
167734	Dennison Electric Inc	18,950.00
167283	Waxie Sanitary Supply	18,609.71
167339	CCCD Student Refunds	18,201.33
167625	Anthem Blue Cross	16,924.22
166679	Xerox Corp	16,840.20
166631	Marsh Risk & Insurance Svcs	16,750.00
167773	Graphic Edge	16,000.00
166704	Chandler's Air Conditioning & Refrigeration	15,624.00
166686	West-Tech Mechanical Inc	15,448.00
167703	The Gas Co	14,946.32
167651	Declues Burkett & Thompson LLP	14,929.68
166745	RJ's Coaching & Consulting	14,500.00
167208	Barboza & Associates	14,338.78
166709	Elavon	14,300.36
167583	CCCD Student Refunds	14,012.01
167623	Alliant Insurance Services Inc	13,750.00
166624	Jobelephant.com Inc	13,530.20
166600	Cambridge West Partnership LLC	13,400.00
167709	Triton Technology Solutions Inc	12,949.73
167542	Southern Calif Edison Co	12,753.27
167338	CCC Contract Education	12,510.79
167133	GovConnection Inc	12,499.98
167824	Best Contracting Services Inc	12,262.00
167351	En Pointe Technologies Inc	10,945.00
167731	Anderson Charnesky Structural Steel Inc	10,850.00
167776	ii Fuels, Inc	10,465.38
166634	Mesa Consolidated Water Dist	10,169.70
167794	Pitney Bowes Reserve Account	10,000.00
167409	Triton Technology Solutions Inc	9,832.33
167646	City of Huntington Beach	9,629.16
166740	PL Hawn Co Inc	9,466.13
167484	ii Fuels, Inc	9,380.13
167248	Oracle America Inc	9,247.69
167214	CAPP:Computerized Assess & Placement Program	9,000.00
167690	RP Group Inc	9,000.00
167295	Anderson Charnesky Structural Steel Inc	8,880.00
166592	Atkinson Andelson Loya Ruud & Romo	8,109.90
167166	Riverside City College	8,000.00
167672	Lew Edwards Group	7,916.66
167378	OC Treasurer-Tax Collector	7,770.00

167460	Climatec Building Technologies Group	3,600.00
166682	Best Contracting Services Inc	3,575.00
167286	Xerox Corp	3,541.10
167194	CCCD Workers Comp Trust Fund	3,513.21
167693	Sea Clear Pools Inc	3,400.00
167202	Vision Service Plan	3,259.70
167591	GovConnection Inc	3,251.04
167097	ABC Companies	3,248.17
166754	Southern Calif Edison Co	3,246.93
167715	VWR Int'l Inc	3,224.13
167719	Xerox Corp	3,192.72
166616	Hilton Orange County/Costa Mesa	3,172.60
167322	Avalon Tent & Party Rental	3,150.76
167758	Coastal Press Inc	3,138.76
166764	Western Graphics Plus	3,098.13
167680	Office Depot	3,068.84
167343	Commonwealth Annuity	3,000.00
167127	Emergency Medical Products Inc	2,970.87
167381	OCC Associated Students	2,967.50
167384	Office Depot	2,964.94
166830	Robert Dees	2,902.50
167636	Apple Computer Inc	2,866.14
166894	Sandra Hemphill	2,841.20
167462	Coast Community College Dist	2,839.00
167613	Software Secure Inc	2,800.00
167121	Daniels Tire Service	2,787.28
166683	Pierre Sprinkler & Landscape	2,700.00
167379	OC Wholesale Flowers	2,694.29
167124	Dell Higher Education	2,621.17
166893	Michael Hemphill	2,620.20
166597	Beeson, Tayer & Bodine	2,600.79
167508	Office Depot	2,588.86
167567	Yellow Sequoia Solutions & Education	2,579.54
167467	Dell Higher Education	2,571.92
167594	ii Fuels, Inc	2,566.12
167457	Chem Pro Laboratory Inc	2,512.00
166677	Xerox Corp	2,488.09
167545	State Board of Equalization	2,461.00
167260	SARS Software Products Inc	2,390.00
167597	Vinicio Lopez	2,288.26
167421	Heat Transfer Solutions Inc	2,235.00
167802	SunGard Higher Education Inc	2,200.00
167803	SunGard Higher Education Inc	2,200.00
167560	Verizon Wireless	2,169.04

167782	Mission Printing Co	1,382.43
167815	Maryann Watson	1,372.53
167825	Best Contracting Services Inc	1,363.00
167546	State Water Resources Ctrl Brd	1,359.00
167200	Unum Ltc	1,355.90
167522	Rancho Santiago Comm College Dist	1,354.87
167116	CCCD Student Refunds	1,352.00
167596	Raya Lopez	1,336.91
167278	tw telecom holdings Inc	1,336.71
166726	Main Electric Supply Co	1,327.69
167805	The Gas Co	1,320.39
167468	Digital Networks Group Inc	1,319.43
166766	Xerox Corp	1,317.63
166706	Constellation NewEnergy Inc	1,313.44
167362	Home Depot	1,286.15
167801	Southern Calif Edison Co	1,285.67
167167	SARS Software Products Inc	1,272.33
167340	CDWG	1,261.76
167108	Art Supply Warehouse	1,254.17
167204	Amer Bar Assn	1,250.00
167772	Grainger	1,248.74
167431	Aircraft Spruce & Specialty Co	1,226.20
167366	J & A Glass	1,211.80
167751	Amanda Best	1,200.00
167633	Allied Refrigeration Inc	1,196.48
167386	Orkin Commercial Services	1,194.00
167612	Sigma-Aldrich Inc	1,188.84
167243	LiNKs Sign Language & Interpreting Services	1,185.00
167458	Chevron	1,170.84
167786	Mary O'Connor	1,170.38
167478	Go With Jo Travel	1,168.00
167095	A-Z Wholesale Floral Supply Inc	1,150.23
167674	MailFinance Inc	1,148.06
167795	ProEducation Solutions LLC	1,147.50
167387	Pharmedix	1,147.06
167711	Unisource Worldwide Inc	1,143.31
167541	Smith Pipe & Supply Inc	1,133.41
166621	ii Fuels, Inc	1,131.35
166671	Tremco Inc	1,121.25
167470	Doug's Downtown Grill	1,115.21
167140	Home Depot	1,113.74
167587	ControlWorks Inc	1,100.00
167263	Andreea Serban	1,099.56
167756	Cal-Olympic Safety	1,095.85

166661	Southern Calif Edison Co	804.78
166724	Kelly Paper	795.57
167405	Daniela Thompson	794.96
167161	Pitney Bowes Inc	792.15
167355	Fry's Electronics	775.35
167507	Odyssey Power Corp	770.85
167511	Paton Group	763.88
167432	Amsterdam Printing & Litho	758.30
167585	Collegenet Inc	750.00
167143	Intuit Inc	743.48
167792	Omnimusic	742.50
166731	Model Glass & Mirror	738.00
167306	Academic Senate	725.00
167307	Academic Senate	725.00
167308	Academic Senate	725.00
167309	Academic Senate	725.00
167574	Bob's Shade & Linoleum	725.00
166751	Snap-On Tools	720.02
167122	Datamax O'Neil Printer Supplies	717.66
167559	Verizon Wireless	707.08
167305	AA Equipment	702.35
167558	Verizon Wireless	698.75
167424	CCCD Workers Comp Trust Fund	695.73
167459	City of Westminster	687.14
167137	Hardy Diagnostics	684.34
167258	Laila Rusamiprasert	681.63
167619	Verizon California	681.35
167779	Sandra Klein	661.31
167600	Mouser Electronics Inc	658.15
167414	Waterline Technologies Inc	648.85
166640	OC Wholesale Flowers	648.66
167363	InfoSend	642.46
167590	Gale Group Inc	641.24
167349	Deanna Despot	639.68
167367	Daniel Johnson	639.12
166698	Blue Sky Outfitters	637.38
167666	Home Depot	623.26
167538	Melissa Simpson	622.52
167741	Medco Health Solutions Inc	621.32
167229	Fuller Engineering Inc	611.40
167704	The Gas Co	610.38
167481	Home Depot	609.27
167667	Int'l Business Machines Corp	602.50
166723	Anna Katsuki	601.71

167510	Patnaik, Monalisa	500.00
167523	Rangel, Virginia	500.00
167524	Reed, Andrew	500.00
167531	Scott, Charmaigne Louise	500.00
167532	Scott, Jacqueline D.	500.00
167534	Shapiro, LaShanette	500.00
167568	Zapantis, Joseph J.	500.00
167472	E & K Scientific Products Inc	497.45
166638	Mary O'Connor	496.60
167664	GWC Food Services	496.19
167639	Calif Commercial Lighting Supply Inc	492.64
167304	A Splendid Touch Catering	492.09
166622	Irvine Pipe & Supply	490.26
167344	Community College League of Calif	490.00
167345	Community College League of Calif	490.00
167479	Grainger	485.87
167788	OCC Petty Cash	482.65
167401	Staples Advantage	480.19
167150	Minuteman Plumbing & Drains	477.10
167503	Conrad Moreno	477.07
167313	Amtech Elevator Services	474.97
167649	CR & R Inc	473.52
166746	Lisa Roberts-Winger	472.14
167371	LiNKS Sign Language & Interpreting Services	472.00
167673	LiNKS Sign Language & Interpreting Services	472.00
167464	Daniels Tire Service	470.78
166689	Airgas West Inc	468.51
167509	Pasco Scientific	466.55
167768	Gale Group Inc	462.69
167445	Cadwell Laboratories Inc	460.80
167158	Orange Coast Auto Repair	460.52
167635	Amer Red Cross	456.00
167813	Walters Wholesale Electric Co	451.81
167732	Construction Testing & Engineering Inc	450.00
167123	Day, Dani	449.25
167679	OCC Food Services	446.94
167767	Fuller Engineering Inc	446.89
167183	Verizon Wireless	443.12
167665	Haz Party Rentals	440.24
166605	Emergency Medical Products Inc	436.83
167718	Xerox Corp	436.69
167817	Xerox Corp	436.48
167754	Denise Cabanel-Bleuer	434.60
167287	Xpedx Paper & Graphics	433.60

167246	OC Wholesale Flowers	342.11
167120	CTI-Valueline	334.67
167763	ePlus Technology inc	332.55
167575	Carol Burke	331.50
167721	Kevin Hromin	331.50
167157	Office Depot	329.98
167393	Sargent-Welch	328.12
167808	Thorn-Smith Labs	324.00
166707	Crucial Technology	323.24
167555	Verizon California	322.17
167695	Sigma-Aldrich Inc	318.08
167753	Brink's Inc	315.16
167442	Blick Art Materials	314.95
167774	Hardy Diagnostics	313.62
167818	Margaret Yanalunas	312.18
167372	Richard Mathias	303.60
166627	Andrea Lawson	300.00
166684	Pierre Sprinkler & Landscape	300.00
166727	Mapping Your Future Inc	300.00
167225	e-academy Inc	300.00
167477	Garden Grove High School	300.00
166769	Claudia Ackley	299.70
166770	Perry Ader	299.70
166771	Dennis Alsted	299.70
166772	Domenick Anadio	299.70
166774	Robert Angus	299.70
166775	David Anthony	299.70
166776	Dean Anthony	299.70
166777	Joann Anthony	299.70
166778	Evelyn Armstrong	299.70
166779	Stephen Axelrad	299.70
166780	Sandra Badenoch	299.70
166781	William Badenoch	299.70
166782	Douglas Barrett	299.70
166783	Joseph Bednarski	299.70
166784	Jane Bennett	299.70
166785	Phillip Bernard	299.70
166786	Dianne Booth	299.70
166787	Robert Borthwick	299.70
166788	Dean Bosse	299.70
166789	Mary Bosse	299.70
166790	Ann Boughey	299.70
166791	Elizabeth Bowers	299.70
166792	Carolyn Breihan	299.70

166840	Michael Donoff	299.70
166841	Sharon Donoff	299.70
166842	John Dorosh	299.70
166843	Suzanne Droney	299.70
166844	Joan Duffy	299.70
166847	Arlene Eckstein	299.70
166848	Fred Eckstein	299.70
166849	Kathryn Edwards	299.70
166850	James Farley	299.70
166851	James Farris	299.70
166852	Robert Ferman	299.70
166853	Sharon Folga	299.70
166854	Thomas Folga	299.70
166855	Edward Fratantaro	299.70
166856	Lucille Fricker	299.70
166857	Norman Fricker	299.70
166858	Donald Friedman	299.70
166859	Leslie Friedman	299.70
166860	Annette Fruehan	299.70
166861	Joel Fruehan	299.70
166862	Rene Frutos	299.70
166863	Carol Garner	299.70
166864	Marsha Garrison	299.70
166865	Tom Garrison	299.70
166866	Arne Gjertsen	299.70
166867	Karen Gjertsen	299.70
166868	Guy Glassford	299.70
166869	Sherry Glassford	299.70
166870	Steven Goetz	299.70
166871	Maureen Goldman	299.70
166872	Michael Goldman	299.70
166873	David Goshert	299.70
166874	Judith Goshert	299.70
166875	Stephen Grane	299.70
166876	David Gray	299.70
166877	Karen Gray	299.70
166878	Carol Grimes	299.70
166879	Raymond Grimes	299.70
166880	Linnea Guccione	299.70
166883	Stanley Hanson	299.70
166884	Ann Harmer	299.70
166885	John Harmer	299.70
166886	Judith Harmer	299.70
166887	Mimi Hart	299.70

166939	Martin Lewis	299.70
166940	Ralph Lewis Jr.	299.70
166941	Donald Lindsay	299.70
166942	Yvonne Little	299.70
166943	Kevin Long	299.70
166944	Nettie Ann Loranger	299.70
166945	Carolyn Loy	299.70
166946	Robert Loy	299.70
166947	Sally Lund	299.70
166948	John Lundquist	299.70
166949	Richard Lutz	299.70
166950	Sandra Lutz	299.70
166951	John Mac Donald	299.70
166952	Bonnie MacDonald	299.70
166953	Marni Magda	299.70
166954	George Maine	299.70
166955	Susan Martin	299.70
166956	Douglas Mason	299.70
166957	Susanne Mason	299.70
166958	Lillian Matthews	299.70
166959	Robin Matthews	299.70
166960	Tara Maul	299.70
166961	Doris May	299.70
166962	Theodore May	299.70
166963	Emmett Mayne	299.70
166964	Patricia Mayne	299.70
166965	James Mazur	299.70
166966	Linda Mazur	299.70
166967	Mc Collum, Richard	299.70
166968	Maryann Mc Manus	299.70
166969	Diane Mefford	299.70
166970	Jane Megorden	299.70
166971	Roger Megorden	299.70
166972	Louis Mikelson	299.70
166973	Phillip Miller	299.70
166974	Sharon Miller	299.70
166975	Lynanne Minton	299.70
166976	James Mitchell	299.70
166977	Joan Mondragon	299.70
166978	Cecelia Morris	299.70
166979	John Mucciario	299.70
166980	Paula Mucciario	299.70
166981	Elaine Mullen-Barrett	299.70
166982	David Munoz	299.70

167031	Robert Seebold	299.70
167032	Michael Shanley	299.70
167033	Kenneth Shaw	299.70
167034	Cheryl Shrock	299.70
167035	Bertine Slosberg	299.70
167036	Kenneth Slosberg	299.70
167037	Carmen Smith	299.70
167038	Charles Smith	299.70
167039	Robert Smith	299.70
167040	Sandra Smith	299.70
167041	Mary Snedeker	299.70
167042	Thomas Snyder	299.70
167043	Vera Snyder	299.70
167044	Donna Springer	299.70
167045	Michael Springer	299.70
167046	Marlene Steck	299.70
167047	Wayne Steck	299.70
167048	Roy Stephens	299.70
167049	Carol Stevens	299.70
167050	Mark Stevens	299.70
167051	Gary Stratton	299.70
167052	Rosalind Stratton	299.70
167053	Henry Stumpf	299.70
167054	Megan Stumpf	299.70
167055	Joseph Surgenor	299.70
167056	Lori Suzuki	299.70
167057	Judith Tallman	299.70
167058	Theresa Tarlos	299.70
167059	Thomas Timmons	299.70
167060	Norman Tornheim	299.70
167061	Mary Trulin	299.70
167062	Ann Tyree	299.70
167063	Peter Vander Haeghen	299.70
167064	John Varga	299.70
167065	William Vega	299.70
167066	Frank Visco	299.70
167067	Jacqueline Visco	299.70
167068	Barry Wallace	299.70
167069	Jolene Wallace	299.70
167070	Dianne Walling	299.70
167071	Robert Walling	299.70
167072	Kathleen Waterman	299.70
167073	Norman Waterman	299.70
167074	John Waters	299.70

167784	Newport Exterminating	269.50
167632	Accurate Termite & Pest Control	269.00
167710	Union 76	266.84
166643	ocdm marketing	266.69
167325	Battery Systems Inc	266.16
167797	Psychological Solutions Inc Deborah Silveria	265.00
167750	Baker & Taylor	263.00
167495	Light Bulbs Etc	262.61
167434	Veronica Arroyo	261.60
166722	Jobelephant.com Inc	260.00
167324	Baker Rentals & Sales Inc	260.00
167341	James Cline	257.74
166663	Stater Bros Markets	257.30
167687	Quick Caption	256.50
167399	Smart & Final Stores LLC	254.48
167402	Storefront Door Repair	250.60
166615	Heat Transfer Solutions Inc	250.00
166721	Instructional Technology Council	250.00
167354	Foundation for Calif Community Colleges	250.00
167356	Gonzalez, Hector	250.00
167364	Instructional Technology Council	250.00
167400	SoCal Access & Video	250.00
167816	Michelle Wild	250.00
167780	Frederick Lockwood	245.07
166665	SWANA	245.00
167264	Smart & Final Stores LLC	243.88
166588	Alan's Lawnmower & Garden Ctr Inc	243.51
167461	James Cline	242.54
167212	Bell's Industrial Service	241.63
167775	Home Depot	239.59
167115	Carolina Biological Supply	235.80
167253	Lorraine Prinsky	235.60
167353	Forestry Suppliers Inc	232.55
166613	GovConnection Inc	232.22
167602	On-Site LaserMedic Corp	231.66
167238	Iron Mountain	230.91
167168	Security Signal Devices	229.60
167312	Amico Scientific Corp	228.64
167543	Spectrum Chemicals & Laboratory Products Inc	220.45
167220	Coastal Carbonic	219.36
167174	Stater Bros Markets	218.44
167368	Kelly Paper	217.86
167643	Campus Solutions	217.68
167148	Michelle Ma	216.11

167685	Prudential Overall Supply Co	175.19
166757	Karen Thayer	175.06
167346	Conecsus LLC	175.00
167512	PGINET Consulting	170.00
167350	Drip Coffee Inc	168.75
167209	Elizabeth Barton	168.67
167102	Amer Bio-Safety Inc	166.85
166744	Rhino Electric Supply	165.13
167547	Suburban Water Systems	161.53
167669	Konica Minolta Business Solutions	160.00
166653	Rhino Electric Supply	159.84
167311	Allied Refrigeration Inc	159.13
166642	OCC Food Services	157.86
167395	Security Signal Devices	157.85
167119	CR & R Inc	157.83
167177	The Gas Co	155.99
167136	Great Western Sanitary Supply	154.55
167717	White Cap Construction Supply	154.17
167337	Carolina Biological Supply	153.54
167130	Fastenal Co	151.95
166617	Hilton Palm Springs	151.42
166756	Storage Place	150.00
167327	Bee Busters Inc	150.00
167382	OCC Cafeteria #200-5245-0000	148.71
166603	Crown Ace Hardware	147.92
167556	Verizon Wireless	146.33
167289	Home Depot	146.14
167631	Accent Florist	145.46
166602	Coastal Carbonic	145.42
167205	Amer Dietetic Assn	145.00
166719	Hub Auto Supply	144.47
166712	Ganahl Lumber Co	144.16
167245	Hang Nguyen	143.98
167135	Graybar Electric	143.31
167535	Siemens Industry Inc	143.07
166619	Home Depot	142.65
167720	Xpedx Paper & Graphics	140.57
166716	Denia Guillen	140.25
167256	Rhino Electric Supply	140.23
167357	Gopher Sports	139.23
167291	Stater Bros Markets	137.87
166654	Safety & Fire Equipment Co Inc	135.00
167104	Andtech Corporation	135.00
167435	AT & T	133.96

167333	Board of Governors-CA Comm Colleges Chancell	100.00
167334	Board of Governors-CA Comm Colleges Chancell	100.00
167335	Board of Governors-CA Comm Colleges Chancell	100.00
167154	OC Wholesale Flowers	99.99
166845	Judith Eastman	99.90
166846	Stuart Eastman	99.90
167016	Dolores Pritchard	99.90
167528	Colleen Rymas	98.83
167694	Siemens Industry Inc	98.20
167570	Orkin Commercial Services	98.00
167537	Sign-Mart	96.98
167126	Eberhard Equipment Inc	96.93
167428	Wild, Christopher	96.30
167389	Pitney Bowes Inc	96.18
167179	Toshiba Business Solutions	95.35
167615	Toshiba Business Solutions	95.34
167152	Newport-Mesa Unified Sch Dist	95.00
167598	LT Enterprises	95.00
167489	Kelly Paper	93.16
167490	Kimball Midwest	92.04
167285	Rose Wood	91.38
167250	Deborah Orrill	90.14
167644	CCLC/COA	90.00
166604	Delta Biologicals	89.88
166647	Pocket Nurse	88.75
167652	Dunn-Edwards Corp	86.07
167592	Lorraine Henry	85.76
167314	Antimite Termite & Pest Control	85.00
167383	Oce' Imagistics Inc	83.36
167676	Vincent Martinez	83.07
166732	Nasco Modesto	82.42
167819	Stater Bros Markets	82.16
167224	Lynn Dahnke	81.64
167527	Lisa Roberts-Winger	81.03
167488	JIST Publishing	80.90
167236	Hub Auto Supply	80.68
167493	Adam Lee	80.00
167550	Times Community News	80.00
167576	A Daigger & Co	79.99
167812	VWR Int'l Inc	78.58
167182	Verizon California	78.42
167571	Smart & Final Stores LLC	78.13
167793	Deborah Orrill	76.20
166697	Lisa Becker	76.00

166586	Agfa Corporation	50.36
166710	Federal Express Corp	50.19
166676	Ward's Natural Science	50.11
167265	Smog & Gas of Costa Mesa	50.00
166675	VWR Int'l Inc	49.80
166738	Pep Boys	49.52
167241	Richard Kudlik	48.84
167603	Performance Envelope Inc	48.62
167146	Barbara Jean Jones	47.92
166695	Baker & Taylor	47.82
167787	OC Treasurer-Tax Collector	47.00
167601	Office Depot	46.53
167132	Gopher Sports	46.33
167170	Smardan Supply Co-Orange Coast	46.20
167440	Bernan Associates	46.00
166606	Eversoft	44.82
167764	Eversoft	44.82
167134	Grainger	44.45
166717	Anna Hanlon	44.07
167448	Cardenas, Christine	44.00
167572	Xerox Corp	43.83
166680	Stater Bros Markets	43.79
166651	Psychological Assessment Resources Inc	43.00
167328	Gayle Berggren	42.86
166637	Mary O'Connor	42.74
167419	Stater Bros Markets	42.15
167696	Smardan Supply Co-Orange Coast	42.03
166673	Verizon California	40.37
167814	Ward's Natural Science	39.53
166690	Sylvia Amitoelau	38.75
167173	Sparkletts	38.68
167175	The Gas Co	38.55
166618	Eric Hobbs	38.45
167663	GWC Associated Students	37.50
167259	Colleen Rymas	36.96
167266	Thomas Snyder	36.81
167582	Cadwell Laboratories Inc	35.73
167714	Verizon California	35.00
167799	Sims-Orange Welding Supply Inc	34.30
167185	Ward's Natural Science	34.00
167096	Aardvark Clay Supply	33.49
167533	Andreea Serban	33.30
167244	New York Times	33.06
167203	Darian Aistrich	32.66

167796	Prudential Overall Supply Co	17.73
167638	AT & T	15.91
167806	The Gas Co	14.87
166739	Pitney Bowes Presort Services Inc	14.47
167360	Dale Harguess	14.43
167433	Arrowhead Mountain Spring Water	14.21
167539	Sims-Orange Welding Supply Inc	14.01
166601	City of Newport Beach	12.50
166612	Gopher Sports	11.58
166652	Reliastar Life Insurance Co	11.44
167109	AT & T	11.19
167318	AT & T	11.19
167624	Amer Fidelity Assurance	10.89
167317	AT & T	10.55
167634	Amer Bio-Safety Inc	10.51
167514	Pharmedix	10.49
167303	Ning Yeh	8.40
166589	Allied Refrigeration Inc	7.65
167474	Ewing Irrigation Products Inc	4.78
167454	CCCD Student Refunds	3.65
167749	AT & T	1.46

Total**\$ 6,436,561.61**

23. Check List for General Obligation Bond Fund

Subject **23.01 District**
Meeting May 2, 2012 - Regular Meeting 2012
Category 23. Check List for General Obligation Bond Fund
Access Public
Type Consent

File Attachments

[Check Approval Bond 05-02-12.pdf \(14 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
167822	TB Penick & Sons Inc Newport Beach Learning Center Bid 1992	784,885.00
167823	TB Penick & Sons Inc Newport Beach Learning Center Bid 1992	87,209.00
167420	CW Driver Newport Beach Learning Center Construction	74,036.00
167292	SCS Flooring Systems ABC Bldg Bid 1965	63,071.00
167191	Hill Partnership Inc	21,656.00
167727	LPA Inc	15,857.38
167192	Mobile Modular Management Corp	11,811.56
167728	Mobile Modular Management Corp	11,811.56
167729	MS Rouse Co	8,810.00
167293	TYR Inc	8,308.00
167724	Embee Technologies	8,061.41
167723	Electro Systems Electric	7,785.00
167722	Doja Inc	2,879.00
167573	Green Building Certification Institute	834.54
167725	ePlus Technology inc	823.32
167726	Glumac	513.00
166767	Times Community News	375.00
167821	KRC Rock Inc	186.70
167820	C2 Reprographics	126.29
167189	C2 Reprographics	78.08
167188	C2 Reprographics	53.01
167190	C2 Reprographics	43.10
Total		<u>\$ 1,109,213.95</u>

24. Authorization for Special Payments

Subject	24.01 OCC - Special Payments
Meeting	May 2, 2012 - Regular Meeting 2012
Category	24. Authorization for Special Payments
Access	Public
Type	Consent

Payment of \$968 annual fee to the American Dental Association for the Dental Program at Orange Coast College for fiscal year 2012-2013. This is required for accreditation of the program and is a late fee for a previous payment.

Payment of \$500 for the 2012-13 annual Institutional fee for Medical Assisting Education Review Board (MAERB), Chicago, IL. This is required for the accreditation of the program.

Payment of \$1,320 for the California Department of Public Health- Radiologic Health Branch, Sacramento, CA (CDPH) – RADIATION TUBE RENEWAL for the fiscal year of 2012-2013. Fee is required to meet accreditation and program requirements.

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.

25. Approval of Agreements

Subject 25.01 DIS - Approval of Non-Standard Service Agreement between GovernmentJobs.com, Inc. (d/b/a "NEOGOV"), and the Coast Community College District to Host a Web-Based Applicant Tracking and Performance Appraisal System, Including Customer Support and Training for the Office of Human Resources

Meeting May 2, 2012 - Regular Meeting 2012

Category 25. Approval of Agreements

Access Public

Type Discussion

Approval of Non-Standard Service Agreement between GovernmentJobs.com, Inc. (d/b/a "NEOGOV"), and the Coast Community College District to Host a Web-Based Applicant Tracking and Performance Appraisal System, including Customer Support and Training for the Office of Human Resources

1. Background Information: The District Office of Human Resources evaluated a variety of service solutions to address compliance and reporting needs of the District's applicant tracking and performance appraisal systems. The selection parameters include EEO/diversity reporting, efficiency, ease of use, cost, flexibility, and data integrity.

2. Goal/Purpose: The goal/purpose of the online applicant tracking and performance appraisal modules is to provide efficient and cost effective solutions for EEO, recruitment, and contractual compliance issues.

3. Comments: The NEOGOV system will replace the current system (PeopleAdmin) for applicant tracking purposes with the addition of an integrated, online solution for performance appraisals at no additional cost.

4. Recommendation Statement: After review by District Legal Counsel, Risk Services, and the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board of Trustees approve the Agreement with GovernmentJobs.com, Inc. to host a web-based applicant processing and performance appraisal system.

It is further recommended that the Board President, or designee, be authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #4)

Fiscal Impact: \$42,300

File Attachments

[NEOGOV SERVICE AGREEMENT.pdf \(206 KB\)](#)

Subject **25.02 OCC - Approval of Non-Standard Agreement between the State of California, Department of Boating and Waterways and the Coast Community College District to Provide Grant Funds**

Meeting May 2, 2012 - Regular Meeting 2012

Category 25. Approval of Agreements

Access Public

Type Discussion

Approval of Non-Standard Agreement between the State of California, Department of Boating and Waterways and the Coast Community College District to Provide Grant Funds

Background: The OCC School of Sailing and Seamanship and the Coast Community College District has received grants from the California Department of Boating and Waterways for many years. The grant provides scholarships for At-Risk youth to receive sailing instruction free of charge, partial scholarships for adults to receive safe powerboat training and funds to upgrade equipment and train instructors.

Goal/Purpose: The agreement will provide grant funds to provide funding for Beginning Sailing & Youth Boating Safety Course; Safe Powerboating Courses and After School Sailing & Boating Safety Courses. The grant will also provide funding to replace our Lido 14 Small Main Sails and funds for instructor training.

Comments (if any):

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Non-Standard Agreement between the State of California, Department of Boating and Waterways and the Coast Community College District to provide additional funds to purchase equipment, provide scholarships and instructor training. 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 #5)

Fiscal Review and Impact: Total grant \$26,180 (\$5,400.00 - equipment purchase, \$19,890 - scholarships and \$890 - instructor training) for fiscal year 2012-2013 and there are no matching requirements.

File Attachments

[CADBW-11-201-016 Contract.pdf \(3,451 KB\)](#)

Subject **25.03 OCC - Approval of Non-Standard Agreement between SimplexGrinnell and the Coast Community College District to Provide Specialized Fire Extinguisher Service and Maintenance to OCC Sailing Vessels and Facilities**

Meeting May 2, 2012 - Regular Meeting 2012

Category 25. Approval of Agreements

Access Public

Type Discussion

Approval of Non-Standard Agreement between SimplexGrinnell and the Coast Community College District to Provide Specialized Fire Extinguisher Service and Maintenance to OCC Sailing Vessels and Facilities

Background: The OCC School of Sailing and Seamanship needs to obtain specialized fire extinguisher service and maintenance for vessels and facilities. This company has experience with fire extinguishers aboard the Nordic Star and is able to service vessel engine room systems.

Goal/Purpose: To perform specialized fire extinguisher service and maintenance to OCC Sailing vessels and facilities

Comments (if any): District General Counsel reviewed this Agreement for fire extinguishers services, and recommended that section 5 ("Limitation of Liability") be amended to remove the contractual cap on liability, and Section 27 ("Legal Fees"). SimplexGrinnell declined to change these terms

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 SimplexGrinnell and the Coast Community College District to provide specialized fire extinguisher service and maintenance to OCC Sailing vessels and facilities. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #6)

Fiscal Review and Impact: Total contract amount \$5,000.00 for the period May 3, 2012-June 30, 2013.

File Attachments

[Scan001.PDF \(326 KB\)](#)

Subject **25.04 OCC - Approval of Revision to Amendment #1 Lease Agreement between the County of Orange, a Political Subdivision of the State of California and Coast Community College District (Orange Coast College School of Sailing & Seamanship) a Public Educational Agency**

Meeting May 2, 2012 - Regular Meeting 2012

Category 25. Approval of Agreements

Access Public

Type Discussion

REVISION TO PREVIOUS BOARD ACTION

Approval of the Revision to Amendment #1 Lease Agreement between the County of Orange, a Political Subdivision of the State of California and Coast Community College District (Orange Coast College School of Sailing & Seamanship) a Public Educational Agency (Previous Board Action on 4/4/12)

Background: Since 1953 under a series of leases, the Coast Community College District (Orange Coast College) has operated a marine related educational and recreation facility known as the Orange Coast College School of Sailing and Seamanship providing marine-related education and recreation programs to the public. On May 15, 2007, they entered into a new 30-year rent-free lease to facilitate the 3.5 million renovation of the Orange Coast College School of Sailing and Seamanship located on County tidelands in Lower Newport Bay. *The current amendment will expire on December 31, 2019, prior to the lease expiration. It will be then subject to further review by the County's Board of Supervisors.*

Goal/Purpose: The OCC School of Sailing & Seamanship has acquired the Nordic Star, a 92-foot expedition yacht, for use in its Professional Mariner Program that trains students for marine industry careers. To help offset the cost of operating and maintaining the Nordic Star, the OCC School of Sailing & Seamanship requests permission to operate commercial boat charters on the Nordic Star for activities such as harbor cruises, weddings, Catalina trips, etc.

Comments: *The County of Orange revised the original amendment to include an expiration date of December 31, 2019 for the permission to conduct commercial boat charters. The revision 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 approve the Revision to the First Amendment between the County of Orange and the OCC School of Sailing & Seamanship to grant permission to operate commercial boat charters on the vessel currently known as Nordic Star for a period lasting until December 31, 2019, to help offset the cost of maintenance and operations. 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)

Fiscal Impact: No additional fees charged to the campus for this amendment.

File Attachments

[First Amendment OCC Lease Redline.doc \(118 KB\)](#)

Subject **25.05 DIS - Approval of Interim Educational Administrator Employment Agreement, Interim Director, Career Services, OCC**

Meeting May 2, 2012 - Regular Meeting 2012

Category 25. Approval of Agreements

Access Public

Type Discussion

Approval of Interim Educational Administrator Employment Agreement, Interim Director, Career Services, OCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the amended employment agreement with Raine Hambly, OCC, Interim Director, Career Services, effective July 1, 2012 through June 30, 2013. Compensation to be \$97,667 annually, payable in equal monthly payments, based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment #8)

File Attachments

[INTERIM RAINE HAMBLY 2012-13.pdf \(17 KB\)](#)

Subject **25.06 DIS - Approval of First Amendment to the Agreement with Townsend Public Affairs for District Legislative Advocacy Services**

Meeting May 2, 2012 - Regular Meeting 2012

Category 25. Approval of Agreements

Access Public

Type Discussion

Approval of First Amendment to the Agreement with Townsend Public Affairs for District Legislative Advocacy Services

At the request of the President of the Board of Trustees, it is recommended that the Board approve the First Amendment to the Agreement with Townsend Public Affairs to perform legislative advocacy consulting services in Sacramento, California, and Washington, D.C.

The contract amendment shall be with a term beginning on July 1, 2012 through June 30, 2013, subject to termination by either party upon giving 30 days written notice. The monthly retainer for these services shall be \$6,250 per month, plus actual, reasonable and necessary costs approved by the District. The Board President, or designee, is authorized to sign the Amendment and any related documents indicating approval by the Board of Trustees. (See Attachment #9)

Fiscal Impact: \$6,250 per month.

Subject **25.07 CCC - Approval of Agreement between Coast Community College District, Beijing Tourism Professional School (BTPS), Mycareer Education Consulting Co., Ltd. (Mycareer), and United Education Alliance, LLC (UEA) to Provide Educational Programs and Services to Students Enrolled in Beijing Tourism Professional School**

Meeting May 2, 2012 - Regular Meeting 2012

Category 25. Approval of Agreements

Access Public

Type Discussion

Approval of Agreement between Coast Community College District, Beijing Tourism Professional School (BTPS), Mycareer Education Consulting Co., Ltd. (Mycareer), and United Education Alliance, LLC (UEA) to Provide Educational Programs and Services to Students Enrolled in Beijing Tourism Professional School

1. Background: Coastline Community College has established an international higher education program, known as Education Bound United States (EBUS) providing college level programs, courses, and educational services to students while in their native country through contract education agreements. Under this Agreement, the Parties shall provide educational programs and services to prepare students for admission to CCC-EBUS and to earn college credits of up to 25 units during their three years in high school, while they are concurrently enrolled in their high school courses.

2. Goal/Purpose: Prepare students for successful transfer to the United States; Generate a pipeline of international students to CCCD; Generate revenue for the college.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Coast Community College District (Coastline Community College), Beijing Tourism Professional School (BTPS), Mycareer Education Consulting Co., Ltd. (Mycareer), and United Education Alliance, LLC (UEA) to provide educational programs and services to Beijing Tourism Professional School students. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See BTPS Attachment #10)

5. Fiscal Review and Impact: Annual income to the District from this program during Year 1 (based on a minimum of 90 students) will be \$74,250.

File Attachments

[BTPS.pdf \(196 KB\)](#)

Subject **25.08 CCC - Approval of Agreement between Coast Community College District, Beijing Mingde High School (Mingde), Mycareer Education Consulting Co., Ltd. (Mycareer), and United Education Alliance, LLC (UEA) to Provide Educational Programs and Services to Students Enrolled in Beijing Mingde High School**

Meeting May 2, 2012 - Regular Meeting 2012

Category 25. Approval of Agreements

Access Public

Type Discussion

Approval of Agreement between Coast Community College District, Beijing Mingde High School (Mingde), Mycareer Education Consulting Co., Ltd. (Mycareer), and United Education Alliance, LLC (UEA) to Provide Educational Programs and Services to Students Enrolled in Beijing Mingde High School

1. Background: Coastline Community College has established an international higher education program, known as Education Bound United States (EBUS) providing college level programs, courses, and educational services to students while in their native country through contract education agreements. Under this Agreement, the Parties shall provide educational programs and services to prepare students for admission to CCC-EBUS and to earn college credits of up to 25 units during their three years in high school, while they are concurrently enrolled in their high school courses.

2. Goal/Purpose: Prepare students for successful transfer to the United States; Generate a pipeline of international students to CCCD; Generate revenue for the college.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Coast Community College District (Coastline Community College), Beijing Mingde High School (Mingde), Mycareer Education Consulting Co., Ltd. (Mycareer), and United Education Alliance, LLC (UEA) to provide educational programs and services to Beijing Mingde High School students. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Mingde Attachment #11).

5. Fiscal Review and Impact: Annual income to the District from this program during Year 1 (based on a minimum of 90 students) will be \$74,250.

File Attachments

[Mingde.pdf \(196 KB\)](#)

Subject 25.09 CCC - Approval of Agreement between NCS Pearson, Inc. and the Coast Community College District to Operate as a Controlled Testing Center

Meeting May 2, 2012 - Regular Meeting 2012

Category 25. Approval of Agreements

Access Public

Type Discussion

Approval of Agreement between NCS Pearson, Inc. and the Coast Community College District to Operate as a Controlled Testing Center

1. Background: In 2009, Coastline Community College's Career Center entered into an Agreement with NCS Pearson to become a Controlled Testing Center administering the Millers Analogies Test (MAT), among a variety of other tests. The Agreement identified the Test Administrator, who has since retired in 2011, necessitating establishing a replacement. A new Administrator has been identified. The Agreement authorizes the Career Center personnel to continue administering this test within the Controlled Testing Center.

2. Goal/Purpose: Assign new MAT Test Administrator.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between NCS Pearson, Inc. and the Coastline Community College District authorizing Coastline to operate as a Controlled Testing Center for the administration of the Millers Analogies Test (MAT). The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See NCS Pearson Attachment #12)

5. Fiscal Review and Impact: Coastline will charge a testing fee of \$85 for each test administered and will pay \$50 to NCS Pearson for an administrative fee for each test scored. Income to District: \$35 per test administered.

File Attachments

[NCS Pearson.pdf \(281 KB\)](#)

Subject **25.10 CCC - Approval of Agreement between the County of Orange and the Coast Community College District to Provide Veterans' Services in Partnership with the Orange County Housing Authority**

Meeting May 2, 2012 - Regular Meeting 2012

Category 25. Approval of Agreements

Access Public

Type Discussion

Approval of Agreement between the County of Orange and the Coast Community College District to Provide Veterans' Services in Partnership with the Orange County Housing Authority

1. Background: The County of Orange, in partnership with the Orange County Housing Authority, has received a Grant to provide Veterans' services at the County's Main Facility located at 1300 S. Grand Avenue, Building B, Second Floor, Room 268, Santa Ana, CA 92705. The program, entitled VETConnect, will provide services such as housing and shelter referrals, resources, and job development with a target population of Veterans with barriers. The Orange County One-Stop Center, as a contract provider to the County, will participate by providing staff or case management assistance funded through the Grant.

2. Goal/Purpose: This Board Item is submitted in order to comply with the County of Orange's internal requirement to have a Lease/License Agreement in place in order to allow non-County employees to provide services at their facility.

3. Comments: The Orange County One-Stop Center will be assigning two Veterans Liaison Representatives five days a week to provide general case management, referrals, job development and resource assistance to Veterans utilizing the VETConnect services.

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the County of Orange/OC Community Resources and Coast Community College District authorizing Coastline to provide staff to assist with the support. (See Attachment #13)

5. Fiscal Review and Impact: There will be no funding impact to Coastline Community College, since the space is being offered without charge. The OC One-Stop Center staff will be paid under the VETConnect Grant.

File Attachments

[Vet Connect.pdf \(752 KB\)](#)

26. Buildings and Grounds Approvals

Subject	26.01 DIS - Authorization to Contract with ACE Communications Engineering, Inc for the Coastline College Newport Beach Learning Center Building Security System Using CMAS Contract Pricing
Meeting	May 2, 2012 - Regular Meeting 2012
Category	26. Buildings and Grounds Approvals
Access	Public
Type	Discussion

Authorization to Contract with ACE Communications Engineering, Inc for the Coastline College Newport Beach Learning Center Building Security System Using CMAS Contract Pricing

1. Background:

On February 8, 2012, staff recommended that the Board reject all bids related to the Coastline College Newport Beach Learning Center Low Voltage Bid pending further evaluation of the work scope. Since that time, the project team has explored reasonable value-engineering options and identified opportunities to utilize in-house resources to self-perform portions of the work. Furthermore, the team has engaged a local contractor, that possesses a California Multiple Award Schedule (CMAS) contract, to provide a proposal for this work.

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 lease or purchase of equipment when the Board has determined it to be in the best interest of the District.

2. Goal/Purpose:

Construction of the Newport Beach Learning Center in accordance with the campus master plan and project master schedule.

3. Comments:

The Department of General Services, by the granting of a CMAS contract, has determined that the proposed prices for products and services are fair, reasonable, and competitive.

4. Recommendation Statement:

After review by the Vice President of Administrative Services and Director of Facilities, Planning, and Construction, it is recommended by the Chancellor that authorization be given to use ACE Communications Engineering, Inc. for the procurement and installation, utilizing CMAS pricing, of the building security system at the Coastline College Newport Beach Learning Center. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign any related documents.

Fiscal Impact: \$239,257.10 (Measure C – General Obligation Bond and State Capital Outlay Funds)
Master Plan Approved Project
CCC Newport Beach Learning Center

Subject **26.02 DIS - Authorization to Utilize CLIMATEC Building Technologies Group to Upgrade Campus Buildings HVAC Controls for Orange Coast College Using U.S. General Services Administration (GSA) Contract No. GS-07F-0063H Pricing**

Meeting May 2, 2012 - Regular Meeting 2012

Category 26. Buildings and Grounds Approvals

Access Public

Type Discussion

Authorization to Utilize CLIMATEC Building Technologies Group to upgrade Campus Buildings HVAC Controls for Orange Coast College using U.S. General Services Administration (GSA) Contract No. GS-07F-0063H Pricing

1. Background:

In 2009, Orange Coast College adopted Tridium as the campus's standard Building Management System (BMS). This system allows the campus to monitor and maintain consistent and efficient Heating, Ventilation, & Air Conditioning (HVAC) settings campus-wide. Since that time, this system has been incorporated into all capital improvement projects and the campus has realized a significant energy savings, reduced system "down time", and operational efficiencies in the maintenance department. With a portion of the campuses remaining Measure C funds, the Orange Coast College Facilities Committee has approved the expansion of this system to incorporate additional buildings on the network.

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 lease or purchase of equipment when the Board has determined it to be in the best interest of the District. By the granting of the above referenced contract, the U.S. General Services Administration has determined the cost for these goods and services to be fair, reasonable, and competitive.

2. Goal/Purpose:

Facilities capital improvement in accordance with the campus master plan

3. Comments:

As building HVAC systems must be shut-down to complete the BMS transition, the implementation will be phased over the next year to minimize the impact on occupants. Work will predominately occur over the summer and winter semester breaks.

4. Recommendation Statement:

After review by the Vice President of Administrative Services and Director of Facilities Planning and Construction, it is recommended by the Chancellor that the Board authorize CLIMATEC Building Technologies Group for the Orange Coast College campus-wide Building Management System upgrade and integration utilizing the referenced GSA Contract No. GS-07F-0063H pricing. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign any related documents.

Fiscal Impact: \$2,000,000 (Measure C – General Obligation Bond Fund)

Master Plan Approved Project
OCC Energy Efficiency Upgrades
OCC Fire & Safety

27. General Items of Business

Subject	27.01 DIS - Approval for the County of Orange Registrar of Voters to Use Coast Community College District Office Board Room as a Poll Site
Meeting	May 2, 2012 - Regular Meeting 2012
Category	27. General Items of Business
Access	Public
Type	Consent

Approval for the County of Orange Registrar of Voters to use Coast Community College District Office Board Room as a Poll Site

After review by the Vice Chancellor of Finance and Administrative Services, it is recommended that authorization be given for the County of Orange Registrar of Voters to use the Coast Community College District Office Board Room as a polling place for the Presidential Primary Election to be held on Tuesday, June 5, 2012. This voting site will provide registered voters in this voting precinct an opportunity to cast their ballots at the District site with minimal impact to regular District operations.

Fiscal impact: The poll site will be operated by the Orange County Registrar of voters at no cost to the District.

Subject **27.02 DIS - Appointment of Student Trustee for Fiscal Year 2012-2013**
Meeting May 2, 2012 - Regular Meeting 2012
Category 27. General Items of Business
Access Public
Type Discussion

Appointment of Student Trustee for Fiscal Year 2012-2013

The District Student Council Student Trustee Selection Committee convened on April 20, 2012 and interviewed four applicants for the 2012-2013 Student Trustee position. After conducting the interviews, the Selection Committee voted to nominate Cody Joe Torre of Orange Coast College as Student Trustee for 2012-2013.

After review by the Secretary of the Board, it is recommended by the Board Clerk that the Board of Trustees appoint Cody Joe Torre as Student Trustee, effective June 1, 2012 through May 31, 2013.

Subject **27.03 DIS - Authorization to Make Payment to Rancho Santiago Community College District for Services Provided by Atkinson, Andelson, Loya, Ruud & Romo (AALRR)**

Meeting May 2, 2012 - Regular Meeting 2012

Category 27. General Items of Business

Access Public

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

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 CEOs 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 February 2012 in the amount of \$1,354.87.

File Attachments

[Invoice3-Rancho Santiago CCD.pdf \(57 KB\)](#)

[Invoice3-Property Tax Legal Counsel.pdf \(195 KB\)](#)

Subject **27.04 OCC - Authorization to Conduct a Short-term Study Abroad Program in Paris, France Summer 2013**

Meeting May 2, 2012 - Regular Meeting 2012

Category 27. General Items of Business

Access Public

Type

Authorization to Conduct a Short-term Study Abroad Program in Paris, France Summer 2013

After review by the Dean of Literature and Languages, it is recommended by the Orange Coast College President that authorization be given to enter into a standard travel contractor agreement to conduct a program in Paris, France, June 30 - July 31, 2013. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs). Lia Raileanu, OCC French Professor, Full-time faculty member, to serve as faculty. One French course will be offered.

Fiscal Impact: No cost to the District. No replacement costs for faculty assigned to program. All payments by trip participants for travel services shall be made to the travel contractor. The courses will not generate FTE's. Travel contractor shall account to CCCD for the total cost of the trip.

Subject **27.05 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreement for Contractor Service**

Meeting May 2, 2012 - Regular Meeting 2012

Category 27. General Items of Business

Access Public

Type Discussion

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

It is requested the Board approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2011-2012. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price.

The Board President, or designee be authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

Climatec Building Technologies Group
18002 Cowan Suite 200
Irvine, CA 92614-6837

Advance Communications Engineering
13750 Florence Ave Unit 1
Santa Fe Springs, CA 90638

Subject **27.06 OCC - Authorization to Conduct a Short-term Study Abroad Program in Florence, Italy, Summer 2013**

Meeting May 2, 2012 - Regular Meeting 2012

Category 27. General Items of Business

Access Public

Type Discussion

Authorization to Conduct a Short-term Study Abroad Program in Florence, Italy, Summer 2013

After review by the Dean of Literature and Languages, it is recommended by the Orange Coast College President that authorization be given to enter into a standard travel contractor agreement to conduct a program in Florence, Italy, June 30 - July 31, 2013. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs). Franca Hamber, OCC Part-time Italian Professor, to serve as faculty. One Italian course will be offered.

Fiscal Impact: No cost to the District. No replacement costs for faculty assigned to program. All payments by trip participants for travel services shall be made to the travel contractor. The courses will not generate FTE's. Travel contractor shall account to CCCD for the total cost of the trip.

Subject **27.07 CCC - Authorization to Approve Mission and Vision Statements for Coastline Community College**

Meeting **May 2, 2012 - Regular Meeting 2012**

Category **27. General Items of Business**

Access **Public**

Type **Discussion**

Authorization to Approve Mission and Vision Statements for Coastline Community College

After review by the College President and at the recommendation of the College's Planning, Institutional Effectiveness and Accreditation Committee and the College Council Committee, it is recommended by the Chancellor that authorization be given to adopt the following Mission and Vision Statements for Coastline Community College.

Fiscal Impact: None

Mission Statement: Coastline Community College promotes academic excellence and student success for today's global students through accessible, flexible, innovative education that leads to attainment of associate degrees, transfers, certificates, Career and Technical Education; and, basic skills readiness for college.

Vision Statement: Creating opportunities for Student Success.

28. Resolutions

Subject 28.01 Adoption of Resolution #12-12 Authorizing Payment to Trustee Absent from Board Meeting

Meeting May 2, 2012 - Regular Meeting 2012

Category 28. Resolutions

Access Public

Type Discussion

Adoption of Resolution #12-12 Authorizing Payment to Trustee Absent from Board Meeting

California Education Code Section 72024(d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board."

Trustee Lorraine Prinsky was absent from the Special Meeting of April 11, 2012. A resolution has been prepared for your Board to consider, indicating that Trustee Prinsky's absence was due to hardship deemed acceptable by the Board. (See Attachment #14)

File Attachments

[Resolution 12-12, Prinsky Absence April 11, 2012.pdf \(269 KB\)](#)

Subject **28.02 Adoption of Resolution #12-13 Authorizing Payment to Trustee Absent from Board Meeting**

Meeting May 2, 2012 - Regular Meeting 2012

Category 28. Resolutions

Access Public

Type Discussion

Adoption of Resolution #12-13 Authorizing Payment to Trustee Absent from Board Meeting

California Education Code Section 72024(d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board."

Trustee Jim Moreno was absent from the Special Meeting of April 11, 2012. A resolution has been prepared for your Board to consider, indicating that Trustee Moreno's absence was due to hardship deemed acceptable by the Board. (See Attachment #15)

File Attachments

[Resolution 12-13 Moreno Absence April 11, 2012.pdf \(269 KB\)](#)

29. Approval of Minutes

Subject 29.01 DIS - Approval of Minutes
Meeting May 2, 2012 - Regular Meeting 2012
Category 29. Approval of Minutes
Access Public
Type Discussion

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

Regular Meeting of March 21, 2012
Special Meeting of March 27, 2012
Regular Meeting of April 4, 2012
Special Meeting of April 10, 2012
Special Meeting of April 11, 2012
Regular Meeting of April 18, 2012

File Attachments

[Min 4-10-12 Special Meeting.pdf \(17 KB\)](#)

[Min 3-27-12 Special Meeting.pdf \(15 KB\)](#)

[Min 4-4-12 Regular Meeting.pdf \(264 KB\)](#)

[Min 4-11-12 Special Meeting.pdf \(18 KB\)](#)

[Min 4-18-12 Regular Meeting.pdf \(41 KB\)](#)

[Min 3-21-12 Regular Meeting.pdf \(35 KB\)](#)

30. Policy Implementation/Administrative Procedure Ratification

Subject **30.01 DIS - Adoption of Revised Board Policy 7909 Search and Selection of the Coast Community College District Executive Management Employees**

Meeting May 2, 2012 - Regular Meeting 2012

Category 30. Policy Implementation/Administrative Procedure Ratification

Access Public

Type Discussion

Adoption of Revised Board Policy 7909 Search and Selection of the Coast Community College District Executive Management Employees

The Board of Trustees reviewed proposed revisions to Board Policy 7909 at the April 4, 2012 Regular Meeting. Additions to the policy are noted in **bold** and deletions are in ~~striketrough~~.

It is recommended by the Secretary of the Board that the proposed policy be adopted. (See Attachment #16)

File Attachments

BP 7909 (50-1-17-1) SEARCH AND SELECTION OF THE COAST COMMUNITY COLLEGE DISTRICT EXECUTIVE MANAG

Subject **30.02 DIS - Adoption of Amended Board Policies 4611, 6200, 6541, 6542 and 6600**

Meeting May 2, 2012 - Regular Meeting 2012

Category 30. Policy Implementation/Administrative Procedure Ratification

Access Public

Type Discussion

Adoption of Amended Board Policies 4611 (Injury and Illness Prevention Program), Board Policy 6200 (Budget Preparation), Board Policy 6541 (Insurance Brokerage), Board Policy 6542 (Limited Authority to Settle Liability Claims) and Board Policy 6600 (Capital Construction)

The Board of Trustees had the opportunity to review the amended Policies listed below at their Regular Meeting of April 4, 2012. It is recommended by the Chancellor that the Board adopt these policies:

Board Policy 4611 Injury and Illness Prevention Program
Board Policy 6200 Budget Preparation
Board Policy 6541 Insurance Brokerage
Board Policy 6542 Limited Authority to Settle Liability Claims
Board Policy 6600 Capital Construction

The policies with the recommended modifications are attached to each Trustee's Agenda. Deletions are noted by ~~striketthrough~~ and additions are noted in **bold**. (See Attachment #17)

File Attachments

[BP 4611, 6541, 6542, 6200, 6600.pdf \(84 KB\)](#)

Subject **30.03 DIS - Adoption of Revised Policy and Procedure BP 4230 (previously 4232) and AP4230 (previously 4232) Grading and Academic Record Symbols**

Meeting May 2, 2012 - Regular Meeting 2012

Category 30. Policy Implementation/Administrative Procedure Ratification

Access Public

Type Discussion

Adoption of Revised Policy and Procedure BP 4230 (previously 4232) and AP 4230 (previously 4232) Grading and Academic Record Symbols

The District has had policy BP 4232 District Grading Policy and a supporting administrative procedure AP 4232. The Board voted at the March 21, 2012 study session to follow the CCLC Policy and Procedure Service numbers and titles of policies and procedures for which the League provides templates and updates and to have the staff work on renumbering and re-organizing the existing policies and procedures following the CCLC chapter structure and numbering. In order to align our numbering and titles with CCLC, the number is changed from 4232 to 4230 and the title is changed as noted.

The changes in policy BP 4230 are: correcting the Title 5 section numbers to reflect current sections and adding language included in the CCLC template.

The changes in the procedure AP 4230 are as follows:

- changing the C/NC grading to P/NP grading - this was a change in Title 5 effective August 2007 (per Cal. Admin. Code tit. 5, § 55022 which went into effect 8/16/2007 and Cal. Admin. Code tit. 5, § 55023). California community colleges were required to implement the N/NP grades no later than Fall 2009. The administrative procedure should have been adjusted then but it was not. This is a straightforward update that must be made to catch up with a change in regulations and in college practice that is several years old. The notation added relates to when the P/NP grading went into effect – Coast Colleges implemented the change in Fall 2009. Language is added to clarify that the C/NC grading was in effect through Summer 2009.

- changing the deadline for students to drop without having a W on their academic recording

Effective October 12, 2011, there are revised regulations in place. As a result, colleges can no longer claim apportionment for students who were enrolled as of census of a class (weekly census or daily census based class) but end up dropping the class prior to the point where they would have been assigned a "W." Credit courses on the positive attendance accounting would be similarly affected. Thus the procedure includes the change of moving this deadline up to two weeks (rather than the current four weeks) or 20% (rather than the current 30%), whichever is earlier, as the deadline for dropping a class without having a W on the academic record.

The change must be published in each college catalog for 2012-13.

These proposed revisions were provided to the three colleges for consultation and review in November 2011.

After review by the Vice Presidents, Vice Chancellor of Educational Services and Technology, members of the Chancellor's Cabinet, and upon recommendation by the Chancellor these revisions were brought to the Board for first-reading at the April 18, 2012 Board meeting. They are now brought to the Board for approval of the revised Board policy and ratification of the revised administrative procedure. The revised BP 4230 and AP 4230 are attached. (See Attachment #18)

File Attachments

[BP 4230 & AP 4230 Board Item Attachment 5-2-12.pdf \(19 KB\)](#)

Subject **30.04 DIS - Ratification of Revision of Administrative Procedure AP 5030 Student Fees and Charges Schedule**

Meeting May 2, 2012 - Regular Meeting 2012

Category 30. Policy Implementation/Administrative Procedure Ratification

Access Public

Type Discussion

Ratification of Revision of Administrative Procedure AP 5030 Student Fees and Charges Schedule

Education Code Section 76355 provides the governing board of a community college district the option of increasing the student health services fee by the same percentage as the increase in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services. In a memo dated April 3, 2012, the State Chancellor's Office communicated that, effective with the summer session of 2012, districts may begin charging a maximum fee of \$19.00 per semester, \$16.00 for summer session, \$16.00 for each intersession of at least four weeks, or \$16.00 for each quarter. Administrative Procedure 5030 sets the schedule of fees charged at the time of enrollment across the three colleges in the district. The procedure is now revised to reflect that effective summer 2012, Orange Coast College and Golden West College will charge a student health services fee of \$16 for summer and \$19 for fall and spring, respectively. Coastline Community College is not changing the health fee.

After review by the College Vice Presidents and the Vice Chancellor of Educational Services & Technology, the revised version of AP 5030 is brought for Board ratification. (See Attachment #19)

File Attachments

[AP 5030 Board Item 5-2-12.pdf \(16 KB\)](#)

Subject 30.05 DIS - Review and Ratification of Proposed Revisions to the Management Recruitment and Selection Procedures

Meeting May 2, 2012 - Regular Meeting 2012

Category 30. Policy Implementation/Administrative Procedure Ratification

Access Public

Type Discussion

Review and Ratification of Proposed Revisions to the Management Recruitment and Selection Procedures

During the Regular Board Meeting of August 17, 2011, the Board reviewed and ratified the CCCD Management Recruitment and Selection Procedures after a finding that the Procedures were consistent with Board Policy.

Subsequently, there were additional discussions in President's Council that have resulted in a recommendation for changes to the previously ratified Procedures. Suggested modifications were presented to the Board's Personnel Committee during a meeting held on February 23, 2011. Subsequent to the Personnel Committee meeting, the recommendations were modified based on constituent feedback. The remaining two recommended changes are as follows:

1. Modify the time allotted to constituent groups to make committee appointments. The previous timeline was 15 days and management is recommending a change to 10 days.

(Note: The initial proposal was to reduce the days to five; however, based on constituent feedback, the recommendation has been modified to 10 days. There was previously also a proposal, discussed with the Board's Personnel Committee, to reduce the number of days for posting a position and that proposal has been withdrawn based on constituent feedback.)

2. In the section titled Interim Management Appointments, there is a subsection relating to the use of Independent Contractors. The current recommendation is to allow the appointment of an independent contractor at the discretion of the College President or Chancellor as applicable.

Though these two revisions are relatively minor, on the advice of General Counsel, these recommended changes are being presented for review and consideration by the Board of Trustees. And in accordance with Board Policy 2410, it is the recommendation of the Chancellor and the Vice Chancellor of Human Resources that the Board ratify the two revisions to the CCCD Management Recruitment and Selection Procedures upon a finding of consistency with Board Policy. For ease of reference, the Management Hiring Policy and the modified Procedures are attached to each Trustee's Agenda. (See Attachment #20)

File Attachments

Draft Revision of the Management Recruitment Selection Procedure Approved Oct 26 2011 revised May 2 2012NEW.
bp379.pdf (76 KB)

31. Close of Meeting

Subject **31.01 - 31.05 Close of Meeting**
Meeting May 2, 2012 - Regular Meeting 2012
Category 31. Close of Meeting
Access Public
Type Action

31.01 Public Comment (Closed Session - Items on the Agenda)

31.02 Recess to Closed Session

31.03 Reconvene Regular Meeting

31.04 Report of Action from Closed Session (if any)

31.05 Adjournment



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

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
1	April 4, 2012	Request by Board President Moreno	Chancellor	Prepare a Resolution to support The Schools and Local Public Safety Protection Act 2012.	April 18, 2012	P
2	March 21, 2012	Mary Hornbuckle 2nd Lorraine Prinsky	Board of Trustees/Chancellor	Follow up from Board of Trustees' Self Evaluation Exercise for further review and action plan for three items: (1) Instructional /Student Services Programs, (2) Educational needs of the community and (3) Keeping the community well informed of the colleges' goals, activities and educational objectives.	Pending	P
3	March 7, 2012	Jerry Patterson 2nd Mary Hornbuckle	Chancellor	Provide periodic updates on the progress of the Lanzhou University US Foundation partnership.	Pending	P
4	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.	May 2, 2012	P
5	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	P
6	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	P
7	Sept 17, 2008	Jim Moreno; 2nd Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Spring 2011	P



Regular/Study Session Meeting

Board of Trustees

Coast Community College District

District Board Room

4:00 p.m. Open Session, 5:00 p.m. Closed Session

6:30 p.m. Open Session

Wednesday, March 21, 2012

MINUTES*

A Regular/Study Session Meeting of the Board of Trustees of the Coast Community College District was held on March 21, 2012 in the Board Room at the District Office.

1. Call to Order

President Jim Moreno called the meeting to order at 4:01 p.m.

2. Roll Call

Trustees Present: Jim Moreno, Mary Hornbuckle, Jerry Patterson, Lorraine Prinsky,
David Grant and Joe Venegas III

Trustees Absent: None

3. Opportunity for Public Comment (Open Session)

There were no requests to address the Board.

4. Pledge of Allegiance - Trustee Mary Hornbuckle

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

5. Presentation of and Discussion with Dr. Jane Wright of the Community College League of California (CCLC) Regarding Effective Practices for Development and Revision of Board Policies and Administrative Procedures

The Board received a presentation by Dr. Jane Wright of the CCLC regarding effective practices for development and revision of Board policies and administrative procedures. After discussion, on a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the Board voted unanimously to align District policies with the CCLC format and numbering system, starting with required accreditation policies, and to direct staff to make these changes.

Motion carried with the following vote:

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

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

There were no requests to address the Board.

7. Recess to Closed Session

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

- 7.1 Public Employment (Pursuant to Government Code 54957 (b) (1))
Public Employment materials are available upon request from the Board of Trustees Office

Position: Vice Chancellor of Educational Services and Technology

- 7.2 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

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

- 7.4 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

- 7.5 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

7.6 Conference with Legal Counsel: Anticipated Litigation

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

1. Construction delays at Orange Coast College
2. Construction delays at Golden West College
3. Threatened Litigation from Nicholas Gaultier

8. Reconvene to Open Session

The Board reconvened to Open Session at 6:36 p.m.

9. Report of Action from Closed Session (if any)

There was no action to report from Closed Session.

10. Board Directives Log

The Trustees reviewed and discussed the Board Directives Log. On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted unanimously to include a due date of May 2, 2012 for a presentation by Vice Chancellor Dunn for Item #2 regarding building management.

Motion carried with the following vote:

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

11. Election of Members to the California Community College Trustees (CCCT)

On a motion by Mr. Moreno and seconded by Mr. Patterson, the Board voted unanimously to recommend incumbent candidates, Janet Chanoit, Doug Otto, Manny Ontiveros, Bernard "Bee Jay" Jones, Marcia Zableckis and Chris Stampolis, for the California Community College Trustees (CCCT) Board of Directors for 2012.

Motion carried with the following vote:

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

Additionally, on a motion by Mr. Moreno and seconded by Mr. Patterson, the Board voted unanimously to recommend new candidates, Tina Park and Angela Acosta-Salazar, for the California Community College Trustees (CCCT) Board of Directors for 2012.

Motion carried with the following vote:

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

12. Approval of Revised Board Policies, New Board Policies and Administrative Procedures

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted unanimously to adopt BP 2200 Board Authority, Responsibility and Duties, BP 2510, Participation in Local Decision Making, BP 3200 Accreditation, BP 3250 Institutional Planning, revised BP 2410 Board Policies and Administrative Procedures, and revised BP 2223 Board of Trustees' Accreditation Committee, and additionally to ratify AP 2410, Board Policies and Administrative Procedures.

Motion carried with the following vote:

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

13. Board of Trustees' Self-Evaluation

The Board reviewed the results of the 2011 Self Evaluation, and discussed all items with an average score less than 3. On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky the Board voted unanimously to add an item to the Board Log for further review, discussion and an action plan for the following three items: (a) Instructional/Student Services Programs, (b) Educational needs of the community, and (c) Keeping the community well informed of the colleges' goals, activities and educational objectives.

Motion carried with the following vote:

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

Additionally, on a motion by Dr. Prinsky and seconded by Mr. Patterson, the Board voted unanimously to have the Self Evaluation Tool re-calculated with the removal of all "0 - No Opinion" scores from the analysis.

Motion carried with the following vote:

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

14. Opportunity for the Board of Trustees to Review Proposed Changes to Board Policy 2735 Board of Trustees' Travel Policy

On a motion by Mr. Moreno and seconded by Mr. Grant, the Board voted unanimously to return this policy to the action section of the April 4, 2012 agenda for approval.

Motion carried with the following vote:

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

15. Approval of Minutes

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Minutes of the Regular Meeting of March 7, 2012.

Motion carried with the following vote:

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

16. Study Session

a) Accreditation: Review and Discussion of Current Drafts of Institutional Self Evaluations for Reaffirmation of Accreditation

On behalf of the College Presidents, the Academic Senate Presidents provided updates and descriptions of the accreditation processes in place at their campuses, indicating that the teams were meeting regularly in order to meet due dates.

The Board reviewed and discussed the drafts, and Dr. Prinsky congratulated everyone on their hard work, and addressed some issues in the draft regarding the Board. She offered to share her views of some key points if anyone would like to contact her. Trustee Hornbuckle asked that comments regarding the Accreditation process be addressed to Dr. Serban prior to the next meeting of the Accreditation Committee on April 17, 2012.

b) Budget

The Board received and discussed a presentation given by Vice Chancellor of Administrative Services and Finance, W. Andrew Dunn regarding 2012-2013 Budget Development.

17. Adjournment

There being no further business, on a motion by Mr. Grant and seconded by Dr. Prinsky the Board voted to adjourn the meeting at 8:23 p.m.

Motion carried with the following vote:

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

Secretary of the Board of Trustees

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

Special Meeting
Board of Trustees
Coast Community College District
Board Conference Room

3:30 p.m.

Tuesday, March 27, 2012

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on March 27, 2012 in the Board Conference Room at the District Office. This Special Meeting took place for the sole purpose of allowing Trustee Mary L. Hornbuckle to meet with the Board of Trustees' Land Development Committee, Trustee Jerry Patterson and Trustee David Grant.

1. Call to Order

Trustee Patterson called the meeting to order at 3:38 p.m.

2. Roll Call

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

3. Opportunity for Public Comment

There were no requests to address the Board.

4. Discussion Concerning Land Development Opportunities

Vice Chancellor of Administrative Services and Finance, W. Andrew Dunn, provided an update on entrepreneurial opportunities. He reported that seven companies were solicited for the RFQ on asset management, and four responses were received.

5. Update - Orange Coast College Recycling Center

Orange Coast College Vice President of Administrative Services, Rich Pagel, provided a status update on the Orange Coast College Recycling Center, and a presentation was provided by Dougherty and Dougherty on opportunities for developing and expanding the facility.

6. Review Asset Management Proposals and Identify Firms to be Interviewed

Mr. Dunn identified the firms who had submitted proposals. The three firms chosen to be interviewed were RBF Consulting, Public Private Ventures, Inc. and Jones Lang LaSalle Americas, Inc.

On a motion by Mr. Grant and seconded by Ms. Hornbuckle, the Board voted to call a Special Board Meeting to interview these three companies.

Motion carried with the following vote:

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

7. Set Future Meeting Dates for the Board of Trustees' Land Development Committee

A Special Board Meeting of the Board of Trustees was scheduled to interview the three companies on April 11, 2012 at 1:00 p.m. The next meeting of the Board of Trustees' Land Development Committee was scheduled for May 9, 2012 at 10:00 a.m.

8. Adjournment

On a motion by Mr. Grant and seconded by Ms. Hornbuckle, the meeting was adjourned at 4:26 p.m.

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
Board of Trustees
Coast Community College District
District Board Room

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

Wednesday, April 4, 2012

MINUTES*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on April 4, 2012 in the Board Room at the District Office.

1.00 Preliminary Matters

1.01 Call to Order

President Jim Moreno called the meeting to order at 4:00 p.m.

1.02 Roll Call

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

Trustees Absent: None

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

There were no requests to address the Board.

1.04 Recess to Closed Session

The Board recessed to Closed Session at 4:02 p.m. to discuss the following items:

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

Position: Vice Chancellor of Educational Services and Technology

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

Unrepresented Employee: Vice Chancellor of Educational Services and Technology

Agency Negotiators: Trustee Jim Moreno, Board President, and Dr. Andrew Jones, Chancellor

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

- a) Faculty Special Assignments
- b) Substitute Faculty
- c) Full-time Faculty
- d) Part-time Faculty
- e) Educational Administrators
 - a. Public Safety Training Coordinator
 - b. Dean, Instruction, Career & Technical Education
 - c. Interim Vice President of Instruction
- f) Classified Management
- g) Classified Staff
 - a. Division Area Office Coordinator
 - b. Adm/Records Tech 2
- h) Reclassification and Reorganization/Reassignment
- i) Classified Temporary Assignments
 - a. Special Assignment
 - b. Military/Contract Educ Program Coordinator
- j) Hourly Staff
- k) Substitute Classified
- l) Clinical Advisor/Summer
- m) Medical Professional Hourly Personnel
- n) Student Workers

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

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

Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor of Human Resources

Employee Organizations:

Coast Federation of Classified Employees(CFCE),
Coast Community College Association-California Teachers Association/National
Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT),
Unrepresented Employees: Association of Confidential Employees (ACE),
Unrepresented Employees: Coast District Management Association(CDMA),
Educational Administrators

1.04.06 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

1.04.07 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

1.04.08 Conference with Legal Counsel: Anticipated Litigation

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

1. Construction delays at Orange Coast College
2. Construction delays at Golden West College

1.05 Reconvene Regular Meeting

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

1.06 Pledge of Allegiance

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

1.07 Report of Action from Closed Session

Board President Moreno reported that, on a motion by Mr. Patterson and seconded by Mr. Grant, the Board voted unanimously to appoint Dr. Andreea Serban as Vice Chancellor of Educational Services and Technology.

Motion carried with the following vote:

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

Dr. Christian Teeter reported that, on a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted unanimously to approve **Item 1.04.03 Public Employment**.
(See Appendix pages 20-25)

Motion carried with the following vote:

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

Additionally, Dr. Teeter reported that for Item **1.04.06 Conference with Legal Counsel: Existing Litigation**, on a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted unanimously to approve the Memorandum of Understanding with the Coast Federation of Educators.

Motion carried with the following vote:

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

Lastly, for Item **1.04.05 Conference with Labor Negotiator**, on a motion by Mr. Grant and seconded by Dr. Prinsky, the Board voted unanimously to approve the Memorandum of Understanding with the Coast Federation of Educators.

Motion carried with the following vote:

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

1.08 Public Comment (Open Session)

Two speakers requested to address the Board after Item 1.09 Comments from Faculty Regarding Academic Planning Initiatives and Participatory Governance.

1.09 Comments from Faculty Regarding Academic Planning Initiatives and Participatory Governance

Academic Senate President, Theresa Lavarini, Academic Senate Curriculum Chair Jaima Bennett, Academic Senate Mathematics Chair Pete Bouzar, Academic Senate Vice President Yvonne Valenzuela and former Orange Coast College Academic Senate President Eduardo Arismendi-Pardi addressed the Board regarding Academic Planning Initiatives and Participatory Governance, specifically Accelerated AA Degree Programs.

In addition, Marilyn Kennedy and Vesna Marcina addressed the Board on the subject.

2.00 Informative Reports

2.01 Report from the Chancellor

Dr. Andrew Jones, Chancellor, provided a report to the Board.

At this time, Item **2.08 Report on Mobile Applications** was brought forward, and the Board received a presentation from Interim Administrative Director, District Information Systems Richard Patterson and Orange Coast College Director, Applications & Infrastructure Glen Profeta.

2.02 Reports from the Presidents

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

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

2.03 Reports from the Presidents of Student Government Organizations

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

Monica Dekany on behalf of Dale Lendrum, Golden West College
Catherine Tran, Orange Coast College

2.04 Reports from the Academic Senate Presidents

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

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

2.05 Reports from the Presidents of Employee Representative Groups

There were no reports from Presidents of Employee Representative Groups.

2.06 Reports from the Board of Trustees

Board members provided individual reports. Trustee Moreno requested that the Chancellor and Staff prepare a resolution to support The Schools and Local Public Safety Protection Act of 2012 for the April 18, 2012 Board of Trustees' Meeting.

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.

Item 26.06 OCC - Approval for the Associated Students of Orange Coast College (ASOCC) to Increase the College Service Charge was moved forward at this time by President Moreno.

After receiving a presentation on the proposed increase in the Orange Coast College service charge, on a motion by Dr. Prinsky and seconded by Mr. Patterson, the Board voted to approve an increase by \$6 each semester to a total of \$21 for fall and spring semesters and \$15 for summer session.

Fiscal Impact: Additional revenue of \$6 per student each semester. Total amount dependent upon number of registered students.

Motion carried with the following vote:

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

2.08 Report on Mobile Applications

This item was heard earlier in the meeting.

2.09 Report on District-Wide Emergency Preparedness

District Environmental Health & Safety Coordinator Linda Morin presented a report on District-Wide Emergency Preparedness.

2.10 Presentation on Credits for College

Coastline Community College President, Dr. Lori Adrian, provided a presentation to the Board on Credits for College.

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 April 4, 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. On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to remove Item 5 (Report on Disaster Preparedness) and Item 6 (Credits for College) from the Board Directives Log.

Motion carried with the following vote:

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

3.04 Opportunity for the Board of Trustees to Review Proposed Revisions to Board Policy 7909 Search and Selection of the Coast Community College District Executive Management Employees

This policy will be returned to the May 2, 2012 agenda for approval.

3.05 Opportunity for the Board of Trustees to Review Proposed Revisions to Board Policies

The following policies were reviewed by the Board of Trustees and will be returned to the May 2, 2012 agenda for approval:

Board Policy 4611 Injury and Illness Prevention Program
Board Policy 6200 Budget Preparation
Board Policy 6541 Insurance Brokerage
Board Policy 6542 Limited Authority to Settle Liability Claims
Board Policy 6600 Capital Construction

CONSENT CALENDAR (Items 4 - 23)

It was requested by Staff that the Revision to Previous Board Action on Page 53 be pulled. On a motion by Mr. Grant and seconded by Ms. Hornbuckle, the Board voted to approve the remainder of the Consent Calendar.

Motion carried with the following vote:

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

DISCUSSION CALENDAR

24.00 Approval of Agreements

24.01 CCC - Approve Memorandum of Understanding between Commanding Officer, Naval Air Station Corpus Christi, and the Coast Community College District to Provide Educational Support Services to Personnel of the United States Navy

On a motion by Mr. Patterson and seconded by Mr. Venegas, the Board voted to approve the Agreement between the Commanding Officer, Naval Air Station Corpus Christi and the Coast Community College District to provide on-site educational support services to eligible personnel at Naval Air Station Corpus Christi. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: No cost to District.

Motion carried with the following vote:

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

24.02 CCC - Approve Permission Agreement for the Non-Exclusive License Granted to Coast Community College District (Author) and Kendall Hunt Publishing Company (Kendall Hunt) by Sick Cow, Inc. (Lender) for Use for the Text Copy of a Speech Given by Will Ferrell in Author's Work, Tentatively Entitled Public Speaking: Preparation and Presentation in a Digital World (Textbook) to be Published by Kendall Hunt

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to approve the Agreement between Sick Cow, Inc., Kendall Hunt, and the Coast Community College District for use of the Will Ferrell speech excerpt. The Agreement outlines the responsibilities of all partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: No direct cost to the District. Projected revenue unknown, depending on utilization of the course and textbook by the lessees and number of students enrolled in the course.

Motion carried with the following vote:

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

24.03 DIS - Approve Amendment to Agreement between Sophia Higher Education, Inc., and the Coast Community College District for Actionline 12 Support Services Amendment to Software License and Services Agreement

On a motion by Ms. Hornbuckle and seconded by Mr. Venegas, the Board voted to approve the Amendment between Sophia Higher Education Inc. and Coast Community College District. The amendment outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: \$16,858 from General Funds.

Motion carried with the following vote:

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

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

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted to approve the Agreement with the 32nd District Agricultural Association for the use of the Pacific Amphitheatre for the annual Orange Coast College Commencement and for the reciprocal use of parking lots.

Fiscal Impact: None

Motion carried with the following vote:

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

24.05 DIS - Approval of Non-Standard Agreement between the Orange County Sanitation District and the Coast Community College District Regarding the Imposition and Payment of Capital Facilities Capacity Charges

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the Non-Standard Agreement between the Orange County Sanitation District and the Coast Community College District regarding the imposition and payment of

capital facilities capacity charges. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board.

Fiscal Review and Impact: This Agreement provides that community college districts and school districts shall be placed in the "low demand" use group when OCSD determines capital facilities fees from July 1, 2011 forward. The "low demand" use charge is \$279 for each 1,000 square feet of new or remodeled (net) construction square footage. For comparison purposes, the "average demand" use charge is \$1,734 for each 1,000 square feet of new or remodeled (net) construction square footage. Actual cost to the District will vary depending upon new or remodel construction occurring in the future.

Motion carried with the following vote:

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

24.06 OCC - Approve Agreement between the Institute of Reading Development and the Coast Community College District for the Purpose of Teaching a Series of Reading Enrichment Programs Offered by Orange Coast College

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Agreement between the Institute of Reading Development and the Coast Community College District for the purpose of teaching a series of reading enrichment programs offered by Orange Coast College at mutually agreed upon sites until January 31, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: The fee split will be 88/12 with 88% of the gross tuition income retained by the institute and 12% to Orange Coast College.

Motion carried with the following vote:

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

24.07 DIS - Approval of Employment Agreement, Public Safety Training Coordinator, GWC

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the employment agreement with Jonathan Arnold, GWC, to serve as Public Safety Training Coordinator, effective April 9, 2012 through June 30, 2013. Compensation to be \$79,435 annually, based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees

Motion carried with the following vote:

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

24.08 DIS - Approval of Employment Agreement, Dean, Instruction, Career and Technical Education, CCC

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the employment agreement with Nancy Jones, CCC, to serve as Dean, Instruction, Career and Technical Education, effective June 1, 2012 through June 30, - 2014. Compensation to be \$128,642 annually, based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote:

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

24.09 OCC - Approval of Amendment #1 on Approved Lease Agreement between the County of Orange, a Political Subdivision of the State of California and Coast Community College District (Orange Coast College School of Sailing and Seamanship), a Public Educational Agency

On a motion by Mr. Grant and seconded by Dr. Prinsky, the Board voted to approve the First Amendment between the County of Orange and the OCC School of Sailing & Seamanship to grant permission to operate commercial boat charters on the Nordic Star to help offset the cost of maintenance and operations. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: This lease is rent-free, in consideration for maintaining and operating a marine public education facility. The cost of operating the Nordic Star for use in the Professional Mariner Program will be offset by commercial boat charters on the Nordic Star.

Motion carried with the following vote:

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

24.10 DIS - Approval of Employment Agreement, Interim Vice President of Instruction, CCC

On a motion by Dr. Prinsky and seconded by Mr. Venegas, the Board voted to authorize the employment agreement with Mary Halvorson, CCC, to serve as Interim Vice President of Instruction, commencing on April 5, 2012 and ending on the day prior to the commencement of employment of the successor to this position, or on June 30, 2012, whichever is earlier. Compensation to be \$9,340/month. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote:

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

24.11 DIS - Approval of Employment Agreement for Vice Chancellor of Educational Services and Technology

On a motion by Ms. Hornbuckle and seconded by Mr. Grant, the Board voted to approve the Employment Agreement for the Vice Chancellor of Educational Services and Technology, effective May 1, 2012. Compensation is indicated in the Employment Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote:

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

24.12 DIS - Approve Non-Standard Consultant Services Agreement between Milliman Consultants and Actuaries and the Coast Community College District to Provide an Actuarial Attestation in Order for the Coast Community College District to Receive the Medicare Part D Employer Subsidy from the Centers for Medicare and Medicaid Services (CMS)

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Agreement with Milliman Consultants and Actuaries to provide an actuarial attestation that the Coast Community College District provides creditable coverage and qualifies for the plan sponsor subsidy available under Medicare Part D. It is further recommended that the Board President, or designee, be authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$5,000 paid to Milliman Consultants from general funds.

Motion carried with the following vote:

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

25.00 Buildings and Grounds Approvals

25.01 DIS - Approve Change Order No. 3; Golden West College Learning Resource Center Phase IV; Bid No. 1963

On a motion by Ms. Hornbuckle and seconded by Mr. Venegas, the Board authorization be given for Change Order No. 3; Golden West College Learning Resource Center, Bid

No. 1963, as described in the Change Order document. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents.

Best Contracting Services, Inc.; Category G - Glass & Glazing

Final Contract Closeout:

Outstanding contractor costs less unused allowance \$18,848.53

Contract Amount: \$2,548,000 (C.O. 3: 0.07% Increase)

Total Change Orders: \$ <\$293,151.47> (11.50% Decrease)

Fiscal Impact: \$18,848.53 (Measure C – General Obligation Bond Funds & Capital Outlay)
Master Plan Approved Project
GWC Learning Resource Center

Motion carried with the following vote:

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

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

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

GWC Learning Resource Center, Phase IV Bid No.1963

Contractor Best Contracting Services, Inc
Category G – Glass & Glazing

Motion carried with the following vote:

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

26.00 General Items of Business

26.01 GWC - Approve Change Order No. 3; Golden West College Learning Resource Center Phase IV; Bid No. 1963

On a motion by Mr. Moreno and seconded by Mr. Venegas, the Board voted to authorize the Purchasing and Accounts Payable Manager to issue a purchase order to Hewlett Packard for the computers and monitors using the WSCA Master Agreement.

Fiscal Review and Impact: NTE \$108,500.00 (Perkins Grant and General Funds)

Motion carried with the following vote:

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

26.02 DIS - Ratification of Agreement between Employee Relations Inc. and the Coast Community College District, and Authorization of Special Payment for Expenses Related to Vice Chancellor of Educational Services and Technology Background Check Authorization

On a motion by Mr. Patterson and seconded by Mr. Venegas, the Board voted to authorize payment not to exceed \$2,000 to cover expenses related to the background check authorizations. Additionally, the Board ratified the signed contract between Employee Relations and the Coast Community College District.

Motion carried with the following vote:

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

26.03 DIS - Appointment to the City of Huntington Beach Community Services Commission for the Term July 1, 2012 - June 30, 2016

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to re-appoint Mr. Albert Gasparian to serve as the Coast Colleges' representative on the City of Huntington Beach Community Services Commission for the term July 1, 2012 to June 30, 2016.

Fiscal Review and Impact: None.

Motion carried with the following vote:

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

26.04 CCC - Approval for the Orange County Registrar of Voters to Operate a Voting Poll at Coastline Community College

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to approve the Registrar of Voters for the County of Orange to operate a voting poll at Coastline Community College Center on June 5, 2012, for the Statewide Primary Election and on November 6, 2012, for the General Election. This voting poll will provide registered voters in this voting precinct an opportunity to cast their ballots in the Coastline College Center building without disruption to ordinary District/College business. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Voting Poll will be operated by the County Registrar of Voters at no cost to the College or District.

Motion carried with the following vote:

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

26.05 CCC - Closure of Coastline Community College Bookstore Bank Account

On a motion by Mr. Patterson and seconded by Mr. Moreno, the Board voted to close Account 4550137181 for Bookstore operations as it is no longer utilized.

Motion carried with the following vote:

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

26.06 OCC - Approval for the Associated Students of Orange Coast College to Increase the College Service Charge

This item was heard earlier in the meeting.

26.07 DIS - Bid Tabulation and Award of Contract: Milling and Computer Numerically Controlled (CNC) Machines for Orange Coast College Machine Shop; Bid 2006

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to award Bid 2006 to Haas Factory Outlet.

Fiscal Review and Impact: \$206,315.00 (Grant Funds)

Motion carried with the following vote:

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

26.08 DIS - Approval of Material Fees

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

Motion carried with the following vote:

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

26.09 OCC - Educational Master Plan, Vision Statement and Mission Statement

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to approve the Orange Coast College Educational Master Plan, Vision Statement and Mission Statement.

Motion carried with the following vote:

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

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

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the following contractor for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2011-2012. This contractor have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor. If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price.

The Board President, or designee be authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

INNERFACE Architectural Signage, Inc
5849 Peachtree Rd
Atlanta, GA 30341

Motion carried with the following vote:

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

26.11 GWC - Independent Contractors

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the following independent contractors, over \$50,000, pursuant to the District's standard independent contractor agreement.

IC Name: Leora DeBoer

IC Name: Care Training Services c/o Vidella Waller

IC Name: Envision Education, Wendy Deras

IC Name: Health Educational Consultants c/o Joyce Bowden

Motion carried with the following vote:

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

No: None

Absent: None

27.00 Resolutions

27.01 DIS - Adoption of Resolution #12-07 to Establish Appointment of Member/Alternate Member of Retiree Health Benefit Program Joint Powers Authority (JPA) by Position

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to adopt Resolution #12-07 Establishing Appointment of Member/Alternate Member of Retiree Health Benefit Program Joint Powers Authority (JPA) by position.

Motion carried with the following vote:

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

No: None

Absent: None

27.02 DIS - Adoption of Resolution #12-08 Authorizing Payment to Trustee Absent from Board Meeting

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to adopt Resolution #12-08 authorizing payment to Trustee Moreno who was absent from the Special Meeting of March 27, 2012 due to hardship deemed acceptable by the Board.

Motion carried with the following vote:

Aye: Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and Mr. Venegas

No: None

Absent: None

Abstain: Mr. Moreno

27.03 DIS - Adoption of Resolution #12-09 Authorizing Payment to Trustee Absent from Board Meeting

On a motion by Mr. Patterson and seconded by Mr. Moreno, the Board voted to adopt Resolution #12-09 authorizing payment to Trustee Prinsky who was absent from the Special Meeting of March 27, 2012 due to hardship deemed acceptable by the Board.

Motion carried with the following vote:

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

27.04 DIS - Adoption of Resolution #12-10 Authorizing Signatures - Orange County Department of Education

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to adopt Resolution #12-10 authorizing signatures.

Motion carried with the following vote:

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

28.00 Approval of Minutes

28.01 Approval of Minutes

On a motion by Mr. Moreno and seconded by Mr. Patterson, the Board voted to approve the Minutes of the Special Meetings of March 16, 2012 and March 22, 2012.

Motion carried with the following vote:

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

29.00 Policy Implementation

29.01 DIS - Adoption of Revised Board Policy 2735 Board of Trustees' Travel

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted to adopt revised Board Policy 2735 Board of Trustees' Travel.

Motion carried with the following vote:

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

30.00 Close of Meeting

30.01 Adjournment

There being no further business, on a motion by Mr. Grant and seconded by Ms. Hornbuckle, the Board voted to adjourn the meeting at 9:20 p.m.

Motion carried with the following vote:

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

Secretary of the Board of Trustees

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

APPENDIX

	Page
A. Public Employment.....	20-25

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**DISABILITIES PROGRAM MEETINGS**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chabra, Shashi	04/05/12	05/30/12	EXH	\$29.46

CREATING FLASH ACTIVITIES FOR ONLINE COURSE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Khambatta, Zubin	04/05/12	06/30/12	EXH	\$29.46

CURRICULUM COMMITTEE 2011/2012

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chhun, Surya	08/27/11	05/30/12	EXH	\$29.46
Fry, Marilyn	08/27/11	05/30/12	EXH	\$29.46

Justification: Personnel office notified late

BASIC SKILLS WORKSHOPS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Pittaway, Daniel	04/05/12	06/30/12	EXM	\$43.55

PHOTOGRAPHIC SERVICES TO CONTRACT EDUCATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Miscione, Velvet	04/05/12	06/30/12	EXM	\$43.55

The following CCC Full Time Instructor to provide instructional opportunities for Navy Onshore and NCPACE contract Education during Spring semester.

Gutierrez, Pedro

DISTRICT**EMPLOYEE WELLNESS PROGRAM – MARTIAL ARTS**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Quinn, Christopher	04/06/12	05/27/12	EXH	\$29.46

GOLDEN WEST COLLEGE**BASIC SKILLS WORKSHOPS**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Cosland, Keisha	04/18/12	04/19/12	EXM	\$43.55
Cosland, Keisha	11/14/11*	11/15/11	EXM	\$43.55
Galassi, Cecelia	04/05/12	04/06/12	EXM	\$43.55
Galassi, Cecelia	11/09/11*	11/10/11	EXM	\$43.55
Hawk, Jennifer	10/17/11*	10/18/11	EXM	\$43.55
Jones, Ryane	04/12/12	04/13/12	EXM	\$43.55
Jones, Ryane	10/26/11*	10/27/11	EXM	\$43.55
Myers, Darya	04/26/12	04/27/12	EXH	\$29.46
Myers, Darya	11/28/11*	11/29/11	EXH	\$29.46
Tayyar, Paul	04/05/12	04/06/12	EXM	\$43.55
Tayyar, Paul	10/11/11*	10/11/11	EXM	\$43.55
Tyberg, John	05/01/12	05/02/12	EXH	\$29.46
Tyberg, John	11/23/11*	11/24/11	EXH	\$29.46
Ullrich, Richard	04/05/12	04/06/12	EXM	\$43.55
Ullrich, Richard	11/03/11*	11/04/11	EXM	\$43.55

*Justification: Clerical oversight due to Division Coordinator's absence

PERCUSSIONIST AT CONCERT "GIVE IT UP FOR LENT"

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Hausey, Collette	05/12/12	05/13/12	EXM	\$43.55

VICTORY MARTIAL ARTS EVENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Stansbury, Charles	02/18/12	05/27/12	EXH	\$29.46

Justification: Facility request application was not approved until 2/08/12

**ORANGE COAST COLLEGE
COUNSELING OVERLOADS**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bagatourian, Linda	04/05/12	05/27/12	OVR	\$72.00
Barnes, Carol	04/05/12	05/27/12	OVR	\$72.00
Cuellar, Eric	04/05/12	05/27/12	OVR	\$72.00
Duong, Nghia	04/05/12	05/27/12	OVR	\$72.00
Figueroa, Benjamin	04/05/12	05/27/12	OVR	\$72.00
Guillen, Alex	04/05/12	05/27/12	OVR	\$72.00
Guillen, Denia	04/05/12	05/27/12	OVR	\$72.00
Hogue, Steven	04/05/12	05/27/12	OVR	\$72.00
Marron, Elias	04/05/12	05/27/12	OVR	\$72.00
Schneideman, Robert	04/05/12	05/27/12	OVR	\$72.00
Tom, Eileen	04/05/12	05/27/12	OVR	\$72.00
Wickremesinghe, Minoj	04/05/12	05/27/12	OVR	\$72.00

HIGH SCHOOL DANCE DAY WORKSHOP

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bagatourian, Linda	04/05/12	04/06/12	EXH	\$29.46
Barnes, Carol	04/05/12	04/06/12	EXH	\$29.46
Cuellar, Eric	04/05/12	04/06/12	EXH	\$29.46
Duong, Nghia	04/05/12	04/06/12	EXH	\$29.46

CURRICULUM DEVELOPMENT FOR IDRC DIGITAL MANUFACTURING GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Henderson, Karl	04/05/12	04/30/12	EXH	\$29.46
Stickel, Karl	04/05/12	04/30/12	EXH	\$29.46
Zachweieja, Thomas	04/05/12	04/30/12	EXH	\$29.46

INTERNSHIP ACADEMY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Amaral, Christina	05/01/12	05/30/12	EXM	\$72.00
Beard, Daniel	05/01/12	05/30/12	EXM	\$72.00
Bloomfield, Lisa	05/01/12	05/30/12	EXM	\$72.00
Castano, Robert	05/01/12	05/30/12	EXM	\$72.00
Clark, Gregory	05/01/12	05/30/12	EXM	\$72.00
Cooper, Barbara	05/01/12	05/30/12	EXM	\$72.00
Cox, Steven	05/01/12	05/30/12	EXM	\$72.00
Gillisen, Blade	05/01/12	05/30/12	EXM	\$72.00
Hall, William	05/01/12	05/30/12	EXM	\$72.00
Lazarus, Robert	05/01/12	05/30/12	EXM	\$72.00
Reed, Charlene	05/01/12	05/30/12	EXM	\$72.00
Skeie, Leon	05/01/12	05/30/12	EXM	\$72.00
Zombek, Mark	05/01/12	05/30/12	EXM	\$72.00

FACULTY OVERLOAD

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

GWC

<u>Name</u>	<u>LHE</u>
Pham, Diep	2.00

Justification: Changes to instructor's class load

OCC

<u>Name</u>	<u>LHE</u>
Belcher, Mary*	0.80
Cottrell, Lynn*	0.20
Katsuki, Anna**	1.00

*Justification: Due to census provision

**Justification: Paperwork late from Division

2. Substitute Faculty

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

Barta, Nicole
Ellis, Robert
Evans, Tracy
Green, Ulrike
Kennedy, Sandra
Khizhnyak, Aleksandra
Kilkenny, Kathleen
Martin, Lawrence
Quinn, Nicole

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

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>Plcmt</u>
Cervantes, Aureliano	OCC	Instructor, Manufacturing Technology	08/27/12	A-II-07
Henry, Deborah	CCC	Instructor, Biological Sciences	08/27/12	A-V-07+DOC
Legacy, Dara	OCC	Instructor, Respiratory Care-Program Coord	08/27/12	A-V-07
Riggio, Alison	OCC	Instructor, Respiratory Care-Clinical Coord	08/27/12	A-V-07

SUMMER ASSIGNMENTS

Assignments to be paid 1/1000th of salary placement on the CFE/AFT Local 1911, Faculty Unit salary schedule and are not to exceed 26.25 hours per week, based on an 8 week session. Assignments exceeding 26.25 hours per week have been administratively approved.

Orange Coast College

For the period **06/01/12-08/12/12**

Faculty

<u>Name</u>	<u>Wkly/Hrs</u>
Arismendi-Pardi, Eduardo	5.06
Gonzales, Shirley	9.62
Hussain, Syed	4.50

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>	<u>LHE</u>
Sullivan, Mary	2.750
Terry, Brenda	1.750

Golden West College

<u>Name</u>	<u>LHE</u>
Harrington Jr, Odell	1.000

Robinson, David	4.500
Roley, William	3.000
Simpson, Matthew	8.130
Spiniello-Duran, Paula	3.000
Stansbury, Charles	4.500
Tagaloa, Fassamala	1.000
Thompson, Christopher	1.000
Tran, Thi	3.500

Orange Coast College

<u>Name</u>	<u>LHE</u>
Beichner, Brian	2.188
Breit, Craig	3.000
Eutimio, Alfredo	1.500
Lawson, Andrea	4.500
Smith, Ward	3.250
Vandervis, Melinda	1.880

The following GWC Part-time Police Academy Instructors to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2011-12 school year for the period 04/05/12 to 06/30/13, not to exceed 498 hours:

Bowman, Julia
Reece, Karen

5. Educational Administrator

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

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Arnold, Jonathan	GWC	Public Safety Training Coordinator	04/09/12	06/30/13	D-20-05
Halvorson, Mary	CCC	Interim Vice President of Instruction	04/05/12	06/30/12	D-34-03
Jones, Nancy	CCC	Dean, Instruction, Career & Technical Ed	06/01/12	06/30/14	D-32-06

6. Classified Management

None.

7. Classified Staff

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

Promotion

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Clausen, Carolyn	CCC	Division Area Office Coord	04/09/12	E-49-05	C-008-12
Nguyen, Vu	CCC	Adm/Records Tech 2	04/16/12	E-45-04	C-012-12

8. Reclassification and Reorganization/Reassignment

None.

9. Classified Temporary Assignments

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

Extension of End Dates for Out of Class Assignments

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Plcmt</u>
Doty, Wanda	DIST	District Budget/ Accounting Mgr	Special Assignment	Extend from 04/30/12 to 07/31/12	G-24-07
Gomez, Angela	CCC	Mil Cont Ed Tech, Intern	Mil/Cont Ed Prog Coordinator	Extend from 04/30/12 to 06/30/12	E-54-01

E-69-05

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.

** Justification: Department emergency due to urgent employee medical absence

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Dixon, Eric	OCC	04/19/12	06/30/12	812025-286305	M,T,W,TH,F
Williams, Gregory	CCC	04/05/12	06/30/12	110001-847206	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Preciado, Anna	CCC	04/09/12	05/29/12	110001-849130	M,T,W,TH,F

11. Substitute Classified

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

Orange Coast College

Armijo, Lilian
Barajas, Rebecca
Cordova, Emily
Gamez, Drucyla
Llamas, Elizabeth
Plotkin, Maria
Starrs, Elizabeth

12. Clinical Advisors/Summer

None.

13. Medical Professional Hourly Personnel

Joseph, Cathy, OCC

14. Student Workers

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

Coastline College

Nguyen, An

District

Dam, Thu

Golden West College

Chau, An
Luong, Dao
Nguyen, Linh

Orange Coast College

Bosilkovski, Igor
Dang, Quan
Dinh, Dong
Molar, Shawna
Moslehi, Parsa
Nguyen, Ngocanh
Nguyen, Phuongthao
Wonder, Spencer



Special Meeting
Board of Trustees
Coast Community College District

District Board Room

3:30 p.m.

Tuesday, April 10, 2012

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on April 10, 2012 in the Board Conference Room at the District Office.

1. Call to Order

Board President Jim Moreno called the meeting to order at 3:30 p.m.

2. Roll Call

Trustees Present: Jim Moreno, Mary Hornbuckle, Jerry Patterson, Lorraine Prinsky and David Grant

Trustees Absent: Student Trustee Joe Venegas III was excused

3. Pledge of Allegiance

Trustee Jim Moreno 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. Convene to Closed Session

The Board convened to Closed Session at 3:31 p.m. to discuss the following:

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

Agency Negotiators: Dr. Andrew Jones, Chancellor, and 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

6. Report of Action from Closed Session

There was no action to report from Closed Session.

7. Adoption of Board of Trustees' Resolution 12-11 to Establish a Plan to Achieve a Balanced Budget for Fiscal Year 2012-13, Without Layoffs, To the Extent Possible

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted unanimously to adopt Resolution 12-11 to Establish a Plan to Achieve a Balanced Budget for Fiscal Year 2012-13, Without Layoffs, To the Extent Possible.

Motion carried with the following vote:

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

8. Approve 3% Reduction to the Monthly Stipend for Members of the Board of Trustees, Effective June 1, 2012

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted unanimously to approve a 3% reduction to the Monthly Stipend for Members of the Board of Trustees, effective June 1, 2012.

Motion carried with the following vote:

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

9. Adjournment

There being no further business, on a motion by Mr. Patterson and seconded by Mr. Grant, the meeting was adjourned at 4:54 p.m.

Motion carried with the following vote:

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

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.*

Special Meeting
Board of Trustees
Coast Community College District

Board Conference Room

1:00 p.m.

Wednesday, April 11, 2013

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on April 11, 2012 in the Board Conference Room at the District Office.

1. Call to Order

Trustee Jerry Patterson called the meeting to order at 1:02 p.m.

2. Roll Call

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

3. Opportunity for Public Comment

There were no requests to address the Board.

4. Presentations and Interviews for Land Development Committee Asset Management Consultant

Representatives from Jones Lang LaSalle Americas, Inc., RBF Consulting and Public Private Ventures, Inc. made presentations, and were interviewed for Land Development Committee Asset Management Consultant.

5. Discussion of Presentations and Interviews

The Board reviewed the presentations and interview notes for each applicant, and discussed how each applicant could best meet the needs of the District. On a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the Board voted to recommend to the full Board of Trustees that Public Private Ventures, Inc. be selected and the contract be presented to the Board for approval at the May 2, 2012 Board of Trustees' Meeting.

Motion carried with the following vote:

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

6. Approve Non-Standard Consultant Agreement Between the City of Long Beach and the Coast Community College District for the Purpose of Awarding Bid to the District (Coastline Community College) for the Development of Marine Firefighting Training

On a motion by Mr. Grant and seconded by Ms. Hornbuckle, the Board voted unanimously to approve the Consultant Agreement between the City of Long Beach and the Coast Community College District so that the District can be awarded the Marine Firefighting bid, subject to all blank fields in this Agreement being filled in by the City of Long Beach when they produce the final document. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board.

Fiscal Review and Impact: Coastline Community College to receive \$265,000 from the City of Long Beach during the two years this Consultant Agreement is in effect.

Motion carried with the following vote:

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

7. Approve Non-Standard General Agreement of Indemnity Between SureTec Insurance Company and the Coast Community College District for the Purpose of Securing a Performance Bond for a Proposal Accepted by the City of Long Beach

On a motion by Ms. Hornbuckle and seconded by Mr. Grant, the Board voted unanimously to approve the Non-Standard General Agreement of Indemnity Between SureTec Insurance Company and the Coast Community College District to secure a required performance bond. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board.

Fiscal Review and Impact: The performance bond will cost \$6,625 per year for a period of two years, the term of the consultant agreement with the City of Long Beach which is pending approval by the District Board of Trustees.

Motion carried with the following vote:

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

8. Adjournment

There being no further business, on a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the meeting was adjourned at 4:38 p.m. in memory of Golden West College student, Jessica Dayoan.

Motion carried with the following vote:

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

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
Board of Trustees
Coast Community College District
District Board Room

4:00 p.m.

Wednesday, April 18, 2012

MINUTES*

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

1. Call to Order

Board President Jim Moreno called the meeting to order at 4:01 p.m.

2. Roll Call

Trustees Present: Jim Moreno, Mary Hornbuckle, Jerry Patterson, Lorraine Prinsky and David Grant

Trustees Absent: Student Trustee Joe Venegas joined the meeting at 5:30 p.m.

3. Opportunity for Public Comment (Closed Session)

Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT) addressed the Board regarding a Closed Session Personnel item regarding employee discipline.

Vince Rodriguez, Coast District Management Association (CDMA), addressed the Board on behalf of the CDMA with a Memorandum of Understanding offering a 3% salary reduction for FY 2012-13.

Ms. Hornbuckle suggested this be referred to the Chancellor and District General Counsel for review, and brought back to the Board at the next meeting.

Julie Clevenger, Association of Confidential Employees (ACE) also addressed the Board offering a 3% salary reduction from the ACE members for FY 2012-13. Mr. Patterson asked that this also be referred to the Chancellor and brought back to the Board at the next meeting.

4. Recess to Closed Session

The Board convened to Closed Session at 3:31 p.m. to discuss the following:

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

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

Position: Vice Chancellor of Educational Services and Technology

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

Potential Initiation of Litigation: Two Cases

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

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

e) Public Employment (Pursuant to Government Code Section 54957 (b)(1))

1. Full-time Faculty
2. Part-time Faculty
3. Classified Management
Director, Maintenance and Operations
4. Classified Staff
Admissions/Records Technician 2

5. Reconvene to Open Session

The Board reconvened to Open Session at 5:45 p.m.

6. Report of Action from Closed Session

There was no report from Closed Session at this time.

Item #10 Adoption of Resolution #12-14 Acknowledging Orange Coast College's Extended Opportunity Programs and Services (EOPS) Honors Club was brought forward at this time. President Moreno acknowledged and congratulated the EOPS Honors Club for their work and achievements.

Item #11 Ceremonial Resolutions was brought forward. President Moreno acknowledged and congratulated the Orange Coast College Dance and Cheer Teams, and their coaches, on their many achievements.

Item 12 Acknowledgement of Tenure and Tenure Advancement was brought forward. Board President Moreno acknowledged and congratulated faculty members achieving Tenure Track Advancement to Second Year, Tenure Track Advancement to Third Year, and Award of Tenure.

Item 13 Presentation of Service Awards was brought forward at this time. Service Awards were presented in five year increments for anniversary dates beginning with 5 years and ending with 40 years of service to the District. Board Members thanked the award recipients, on behalf of the District, and acknowledged them for their dedication to the District.

7. Opportunity for Public Comment (Open Session)

There were no requests to address the Board.

8. Review of Revised Policy and Administrative Procedure BP 4230 (previously BP 4232) and AP 4230 (previously AP 4232) Grading and Academic Record Symbols

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to return BP 4230 and AP 4230 to the next Board meeting for approval, with a correction being made to change verbiage "credit/no credit" to read "pass/no pass."

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

9. Opportunity for the Board of Trustees to Review the Letter of Engagement between Paul Hastings LLC (The Firm) and the Associated Students of Orange Coast College

The Board reviewed the Letter of Engagement between Paul Hastings LLC and the Associated Students of Orange Coast College.

Items 10, 11, 12 and 13 were heard earlier in the meeting.

14. Adjournment

There being no further business, on a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to adjourn the meeting at 6:25 p.m. in memory of Dick Clark and Dr. Lester Breslow.

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

Secretary of the Board of Trustees

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

APPENDIX

A. Public Employment.....pages 6-7

1. 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

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>Plcmt</u>
Dunham, John	GWC	Instructor, Mathematics	08/27/12	A-II-5
Lewis, Lindsay	GWC	Instructor, Mathematics	08/27/12	A-II-5

Temporary to Permanent Faculty

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>Plcmt</u>
Marinotti, Eva	GWC	Instructor, Nursing	08/27/12	A-V-8
Thach, Amy	GWC	Instructor, Nursing	08/27/12	A-III-9

2. 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.

Golden West College

<u>Name</u>	<u>LHE</u>
Norton, Joshua	0.420

Orange Coast College

<u>Name</u>	<u>LHE</u>
Dahl, Wendy	2.000
McFarr, Justin	2.250
Sabin, Samuel	3.500

3. 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>	<u>Vacancy #</u>
Goode, Mark	OCC	Dir, Maintenance & Operations	04/05/12 *	G-28-06	O-015-12

*Justification: Hiring paperwork was inadvertently lost and was not discovered until after the previous Board deadline

4. Classified Staff


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

Promotions and Transfers

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy</u> <u>#</u>
Sanchez, Silvia	OCC	Adm/Records Tech 2	04/19/12	E-45-04	O-019-12
Weikel, Terry	OCC	Adm/Records Tech 2	04/19/12	E-45-01	O-018-12



Memorandum

To: Andrew Dunn, Vice Chancellor, Finance & Administrative Services
From: Jerry Marchbank, Senior Director, Facilities, Planning, and Construction 
Date: 4/12/12
Re: **Response to Board Directive #3:**
Review of LACCD Bond Construction Program Audit

In response to Board Directive #3, please find a report relevant to the concerns that have arisen regarding the Los Angeles Community College District capital construction bond program. As you are aware, the Los Angeles Community College District (LACCD) bond construction program was featured in an L.A. Times investigative series in March 2011. Subsequent to these articles, LACCD underwent a comprehensive audit by the State Controller's Office (SCO). This audit was released in August 2011, and the complete version can be viewed at <http://www.sco.ca.gov/Content-Images/EO/LACCD.pdf>.

As part of Coast District's ongoing self-evaluation of our capital construction program, the Measure C Programming Team reviewed the findings of the State Controller's Office audit and their relevancy to our bond program. After review, the SCO generally identified four categorical findings related to LACCD's bond program performance. These findings, as well as the comparative analysis provided below, were presented and discussed with the CCCD Measure C Citizens' Oversight Committee at their meeting on September 20, 2011.

Finding 1

The State Controller's Office found that LACCD utilized funds to support activities that were not on the approved project list. Many expenses were charged to generalized account categories (i.e. "specialty consulting") and as a result were unable to be reconciled to voter approved projects.

CCCD Assessment: For the duration of our bond program, CCCD has maintained accounting on a project-specific basis. As reflected in each of our annual Proposition 39 Performance Audits, "Coast Community College District has expended General Obligation Bond funds only for the specific projects developed by the District's Board of Trustees and approved by the voters."

Finding 2

The State Controller's Office alleges a lack of program oversight by the District. This finding is largely a result of SCO finding that (1) the District utilized Measure J funds to complete projects that were

specified in previous bond measures and (2) LACCD campuses have "cancelled" a collective \$28.3 million in capital projects.

CCCD Assessment: While not all proposed projects have been completed, the District has not "cancelled" these projects. CCCD has and will continue to utilize the Facilities Master Plan to guide our capital improvement efforts. This ensures that all projects are consistent with the mission and vision of the institution prior to expending any bond resources.

Finding 3

The LACCD Board of Trustees authorized the creation of the Office of Inspector General to ensure its capital program is performing with the utmost integrity and efficiency. The State Controller's Office found that LACCD disregarded its established process and instead relied on undocumented criteria for the selection of the Inspector General. The SCO further suggests that the evidence found raises legitimate questions about the integrity of the selection.

CCCD Assessment: Coast District does not employ an Inspector General. Our bond program effectiveness is internally monitored by the Measure C Programming Team and is annually audited by an independent external auditor. All audit records can be found on the District's Measure C website at <http://www.cccd.edu/measurec>.

Finding 4

The SCO found that the Citizens' Oversight Committee (COC) failed for seven years to issue a statutorily required report and found no evidence to suggest that the COC had engaged in robust and meaningful discussions.

Coast Assessment: In 2003, the Board of Trustees of Coast Community College District, established and has maintained a Citizens' Oversight Committee in accordance with Education Code Section 15278. The committee has been actively involved in discussing bond-funded projects, reviewing expenditures, inspecting facilities/grounds for which bond proceeds have been expended, issuing an annual report, and reviewing the District's independent performance and financial audits.

In conclusion, we find that the CCCD Measure C bond construction program is not subject to any of the findings identified by the State Controller's Office. Furthermore, our external audit experience remains unblemished which is indicative of the adequacy and consistency of our bond management and bond oversight processes.

Lastly, in light of the SCO findings, LACCD Chancellor Daniel LaVista formed a nine member Independent Review Panel to review the District's Building Program and provide recommendations as to the "operations, controls, checks and balances, policies, practices, and procedures" of their program. This study was recently released and provides meaningful insight as to bond management "best practices". This report presents another opportunity for CCCD to analyze lessons learned, reflect on our program, and improve upon our practices and procedures as may be determined appropriate. Our internal analysis is underway and will presumably be discussed with the bond programming team, President's Council, and Board of Trustees prior to embarking on a future Capital Improvement Program.

Coast Community College District
BOARD POLICY
Chapter 5
Personnel Policies and Human Resources

BP 7821 ~~Classified~~ / ~~Administrative~~ District Holidays Schedule

Education Code 79020

2012-2013

~~July 4, 2012 (Wednesday)~~.....Independence Day
~~September 3, 2012 (Monday)~~..... Labor Day
~~November 9, 2012 (Friday)~~.....Veterans Day
~~November 22 – November 23, 2012 (Thurs-Fri)~~.....Thanksgiving Holiday **(2 days)**
~~December 19, 2012 (Wed.) – January 1, 2013 (Tue.)~~.....Winter Holiday (10 days)
~~January 21, 2013 (Monday)~~.....Martin Luther King Jr. Day
~~February 15, 2013 (Friday)~~.....Lincoln day
~~February 18, 2013 (Monday)~~.....Washington Day
~~March 29, 2013 (Friday)~~.....Spring Holiday
~~May 27, 2013 (Monday)~~.....Memorial Day

2013-2014

~~July 4, 2013 (Thursday)~~.....Independence Day
~~September 2, 2013 (Monday)~~..... Labor Day
~~November 11, 2013 (Monday)~~.....Veterans' Day
~~November 28 – November 29, 2013 (Thurs-Fri)~~..... Thanksgiving Holiday
~~December 19, 2013 (Wed.) – January 1, 2014 (Tue.) ...~~.....Winter Holiday
~~– (10 days)~~
~~January 20, 2014 (Monday)~~.....Martin Luther King Jr. Day
~~February 14, 2014 (Friday)~~.....Lincoln's Day

~~February 17, 2014 (Monday)..... Washington's Day~~

~~March 28, 2014 (Friday)..... Spring Holiday~~

~~May 26, 2014 (Monday)..... Memorial Day~~

Specific dates will be updated and posted annually on the District's website.

Adopted February 18, 1987

Revised December 13, 2000

Revised January 20, 2005

Revised November 9, 2009

Revised May 4, 2011

Replaces CCCD Policy 050-3-4, Spring 2011

CLINICAL EDUCATION AFFILIATION AGREEMENT

This Agreement is made and entered into as of May 3, 2012 ("Effective Date"), by and between Tri-City Healthcare District, a California public hospital district on behalf of Tri-City Medical Center (hereinafter "TCMC"), located in Oceanside, California and the Coast Community College District (Orange Coast College), located at 1370 Adams Avenue, Costa Mesa, CA 92626 (hereinafter called "College") an institution of higher education organized and existing under the laws of the State of California.

Recitals

A. The purpose of this Agreement is to provide clinical experiences and observational opportunities at TCMC's facilities ("Facility") to students enrolled in the various fields of Allied Health Professions offered at "College."

B. Consideration for this Agreement between TCMC and College shall consist of the mutual promises contained herein. It is to the mutual benefit of the parties to this Agreement that the students participating in the Program receive the clinical experience contemplated herein.

Now, therefore, the parties agree as follows:

1.0 General Information

1.1 The term for each student's clinical experience (e.g. academic year, semester, quarter, etc.) shall be agreed upon by both TCMC and College prior to each student's participation at the Facility.

1.2 The maximum number of students to receive training during any specified term (e.g. academic year, semester, quarter, etc.) shall be mutually agreed upon by TCMC and College at least thirty (30) days prior to beginning of any such term and shall be based on TCMC's good faith representations regarding the availability of space, supervision and other considerations.

2.0 Responsibilities of College

2.1 Student Profiles. College shall supply TCMC with a student profile, which shall include the participating student's name, address and telephone number prior to the beginning date of each student's participation at the Facility. TCMC shall regard this information as confidential and shall use this information only as a source of identification for student.

2.2 Program Coordinator. College shall designate a faculty member to coordinate with a designee of TCMC in planning, implementing and coordinating the Program. College shall provide the proper informational foundation necessary for each

participating student to function effectively on clinical rotations with appropriate supervision from the Facility staff.

2.3 Records. College shall maintain all personnel and academic records of the students.

2.3.1 Criminal Background Check and Drug Screen: College will inform student of TCMC's requirement for a criminal background check and drug screen to be submitted to TCMC as well as student's financial responsibility with respect to the criminal background check and drug screen. College acknowledges and will inform student that placement of each student at TCMC is contingent upon submission of the criminal background check and drug screen to TCMC prior to the commencement of the clinical education program placement. TCMC reserves the right to decline acceptance of any Program Participant that fails to meet the standards established by TCMC with respect to background checks and drug screens. The background check and drug screen must be completed through American DataBank.

- a. A Criminal Background Check shall consist of at least the following elements: (1) list residence addresses for the last seven (7) years; (2) verification of current residence address; (3) registered sex offender database query; (4) if more than one, list all legal names, including current legal name and former legal name(s); (5) list all counties of residence, including at least the last three counties; (6) OIG-Medicare exclusion list query; (7) verification of Social Security account number; and (8) list all criminal convictions for the last ten (10) years.
- b. A 10-panel drug screen is required which will test for the following: (1) Amphetamines; (2) Barbiturates; (3) Benzodiazepines; (4) Cocaine Metabolites; (5) Marijuana Metabolites; (6) Methadone; (7) Methaqualone; (8) Opiates; (9) Phencyclidine and (10) Propoxyphene.

2.4 Student Responsibilities. College shall notify all participating students that they are responsible for:

- 1) Following all clinical and administrative policies, procedures, rules and regulations of TCMC;
- 2) Arranging for their own transportation;
- 3) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination;
- 4) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical records or other patient information, except as necessary in conjunction with their participation in the Program. The discussion, transmission or narration in any form by students of any individually identifiable patient information, medical or otherwise, which is outside of the scope of their participation in the Program is forbidden. Neither

College nor its employees or agents shall be granted access to individually identifiable patient information unless the patient has first given consent using a form and procedure approved by TCMC that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA) and regulations thereunder. TCMC, in its sole discretion, shall reasonably assist College in obtaining such consent in appropriate circumstances. In the absence of such consent, students shall use de-identified information only in any discussions with College, its employees or agents. In no event shall College or any participating student independently solicit patient consent without first seeking permission and guidance from TCMC.

5) Following dress code of the Facility and wearing name badges identifying themselves as students of College;

6) Attending an orientation to TCMC Facilities.

7) Notification: Immediately notify TCMC of any violation of state or federal laws by any student.

2.5 Student Role: College and TCMC agree that no work, act, or omission shall be construed to make Students the agents, employees, or servants of TCMC. Thus Students are not entitled to receive vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind from TCMC. Any such benefits received by Students during, as part of, or in consideration for, their time at TCMC will be provided by College.

3.0 Responsibilities of TCMC

3.1 Clinical Experience. TCMC shall accept from College the mutually agreed upon number of students enrolled in the Program and shall provide said students with supervised clinical experience.

3.2 TCMC Designee. TCMC shall designate a member of TCMC's staff to participate with the designee of College in planning, implementing and coordinating the Program.

3.3 Access to Facilities. TCMC shall permit students enrolled in the Program supervised access to TCMC Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of TCMC as determined by TCMC in its sole discretion.

3.4 Records and Evaluations. TCMC shall maintain records and reports on each student's performance and provide an evaluation to the College on forms provided by the College.

3.5 Withdrawal of Students. TCMC may request College to withdraw from the clinical rotation any student who TCMC determines is not performing satisfactorily, refuses to follow TCMC's administrative policies, procedures, rules and regulations or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons why TCMC desires to have the student withdrawn. Said request shall be complied with by College within five (5) days of receipt of same.

3.6 Emergency Health Care/First Aid. TCMC shall, on any day when student is receiving training at its Facilities, provide to students, at their own expense, necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, TCMC shall have no obligation to furnish medical or surgical care to any student.

3.7 Student Supervision. Students shall perform services for patients only when under the supervision of an Instructor who is provided by College and is a registered, licensed or certified clinician/professional or by an Instructor who is provided by Facility and is a registered, licensed or certified clinician/professional. Such registered professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors and TCMC. Students are trainees, not employees, and are not to replace TCMC staff.

3.8 Status. As trainees, students shall be considered members of TCMC's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to TCMC's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, TCMC shall provide students with substantially the same training that it provides to its regular employees.

4.0 Affirmative Action and Non-Discrimination

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5.0 Status of College and TCMC

It is expressly agreed and understood by College and TCMC that students in this Program are in attendance for educational purposes, and such students are not considered employees of TCMC or College for any purpose, including but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6.0 Insurance

6.1 College shall provide and maintain in force during the term of this Agreement, as its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from the College's employees and/or student participants. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be secured by a carrier rated A or better by AM Best or a qualified program of self-insurance. The College shall also maintain and provide evidence of workers' compensation and disability coverage as required by law. The College shall provide TCMC with evidence of the insurance coverage required under this Paragraph and providing for not less than thirty (30) days notice to TCMC of the cancellation of such insurance. College shall promptly notify TCMC of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

6.2 College shall ensure that each student in the Program procures, or that College shall provide on the student's behalf, and maintains in force during the term of this Agreement at the College or student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall not be less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be secured by a carrier rated A or better by AM Best. College shall provide TCMC with evidence of the insurance coverage required under this Paragraph and providing for not less than thirty (30) days notice to TCMC of the cancellation of such insurance. College shall promptly notify TCMC of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

6.3 TCMC shall provide and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by TCMC employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be secured by a carrier rated A or better by AM Best or a qualified program of self-insurance. TCMC shall also maintain and provide evidence of workers compensation and disability coverage as required by law. TCMC shall provide the College with evidence of the insurance coverage required under this Paragraph and providing for not less than thirty (30) days notice to College of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

6.4 Workers' compensation coverage is provided by College for students who are participating in on-the-job training programs (including those anticipated by this contract) as a result of an accredited academic program and who receive no pay from TCMC.

7.0 Limitation of Liability

7.1 College agrees to indemnify, defend and hold harmless TCMC and its affiliates, directors, trustees, officers, agents and employees against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from the negligence and/or the willful acts and omissions of the College and/or the student participants. Without waiving sovereign immunity, each party to this Agreement shall be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither Facility nor College will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. College students will not be considered agents of College nor TCMC.

7.2 To the extent permitted by the California Tort Claims Act, TCMC agrees to indemnify, defend and hold harmless College, its trustees, directors, and employees against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from the negligence and/or the willful acts and omissions of TCMC. Without waiving sovereign immunity, each party to this Agreement shall be responsible for the negligent acts or omissions of its own employees or officers in the performance of this Agreement. Neither TCMC nor College will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. College students will be not be considered agents of College nor TCMC.

8.0 Term and Termination

8.1 Term. This agreement shall be effective as of the Effective Date, and shall remain in effect for three (3) years unless terminated earlier. This Agreement shall continue to be subject to the termination provisions in Paragraph 8.2 below.

8.2 Termination. This Agreement may be terminated at any time upon the written concurrence of the parties. This Agreement may be terminated without cause upon thirty (30) days advance written notice by either party. Such terminations shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the applicable term during which such termination notice is given.

9.0 General Provisions

9.1 Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing should any provision of this Agreement be in conflict with a governing State or Federal law, it shall be deemed amended accordingly.

9.2 Assignment. Neither party shall voluntarily or by operation of law assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignments in violation of this Section shall be voided.

9.3 Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.

9.4 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereto.

9.5 Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

9.6 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

9.7 Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall only be proper in Orange County..

9.8 Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

TO COLLEGE:
Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92628-5005
Attention: Kevin Ballinger – CHS Division Dean

TO TCMC:
Tri-City Medical Center
Education Department
4002 Vista Way
Oceanside, CA 92056
Attention: Kathy Topp, Director of Education

9.9 Remedies. The various rights, options, elections, powers and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

9.10 Severability. 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 the Agreement shall be effective and binding upon the parties.

9.11 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

9.12 Third Party Beneficiaries/Independent Contractors

The parties do not intend to create in student or any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

9.13 Both parties certify that they: (a) are not now debarred, excluded, or otherwise ineligible for participation in any government health care program(s); (b) have not been convicted of a felony offense in the immediately preceding seven (7) years; and (c) are not now subject to, or have reason to believe that they are subject to, any

specific investigation for violation of federal, state, or local criminal or civil law or regulation. Each student shall certify in writing, using a copy of the attached Certification Statement, that he or she: (a) is not now debarred, excluded, or otherwise ineligible for participation in any government health care program(s); (b) has not been convicted of a felony offense in the immediately preceding seven (7) years; and (c) is not now subject to, and has no reason to believe that he or she is subject to, any specific investigation for violation of federal, state, or local criminal or civil law or regulation. If a party becomes aware of such action, it shall report in writing immediately to the other party of any investigation, or effort to debar or exclude it or its Personnel from any government health care program. Failure to disclose any relevant information regarding these matters is reason for immediate termination of this Agreement at the other party's sole discretion.

10.0 Execution

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

TRI-CITY MEDICAL CENTER

Dated: _____

By: _____
Sharon Schultz, MSN, RN, MPH
Chief Nurse Executive

ORANGE COAST COLLEGE

Dated: _____

By: _____
Kevin Ballinger, Dean
Consumer & Health Sciences

COAST COMMUNITY COLLEGE DISTRICT

Dated: _____

By: _____
President, Board of Trustees



Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2012, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the **Coast Community College District** a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) NEOGOV's logos, including the "powered by" logo, may appear on the "employment opportunities", "job description" and other pages of Customer's web site.

(b) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. Ownership, Protection and Security.

(a) The parties agree that the NEOGOV marks and the Customer marks shall both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants
NEOGOV, Inc. Proprietary and Confidential Page 1 of 9

Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. NEOGOV Representations and Warranties

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret

("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of California, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. Liability Limitations

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed 3 times the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination

(a) This Agreement shall commence as of the date hereof and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term")

(b) At Customer's election this Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV and Customer reserve the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database.

10. **Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Piggyback Clause.** It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Customer.

13. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be

governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature: _____

Print Name: _____

Title: _____

GovernmentJobs.com, Inc., a California corporation

Signature: 

Print Name: Scott Letourneau

Title: President

Date: 3/29/12

EXHIBIT A – ORDER FORM**Customer:****Bill To:**

Coast Community College District, CA		<u>Attention:</u>	
		<u>Address:</u>	
		<u>Phone:</u>	
		<u>Email:</u>	
<u>Quote Date:</u>	3/15/12	<u>Valid To:</u>	4/30/12
<u>Requested Service Date:</u>	TBD	<u>Initial Term:</u>	12 Months with annual renewal option

Order Summary: All discounts and waivers are available if both Insight Enterprise Edition and Performance Evaluation are purchased together.

Line	Description ¹	Annual Recurring Cost	Non-Recurring Cost
1.0	Insight Enterprise Edition		
1.1	Subscription License (30% discount off current vendor contract and waived until 7/1/12 if contract signed by 4/30/12)	\$39,000.00 \$27,300.00	
1.2	Provisioning (Discount if contract signed by 4/30/12)		\$8,000.00 \$6,000.00
1.3	Training (Waived if contract signed by 4/30/12)		\$2,500.00 Waived
2.0	Optional: Performance Evaluation		
2.1	Subscription License (50% discount and waived until 7/1/12 if purchase Insight Enterprise and contract signed by 4/30/12.)	\$18,000.00 \$9,000.00	
2.2	Provisioning (Discount if purchase Insight Enterprise and contract signed by 4/30/12.)		\$2,500.00 Waived
2.3	Training (Discount if purchase Insight Enterprise and contract signed by 4/30/12.)		\$2,500.00 Waived
Sub Total:		\$57,000.00 \$36,300.00	\$15,500.00 \$6,000.00
Total Due Now:		\$0.00	\$6,000.00
Total Due 7/1/12:		\$36,300.00	\$0.00

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Order Detail**1.0 Insight Enterprise Edition (IN)****1.1 License Subscription**

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test Item bank (optional in TMS at an extra charge)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set up, and scanner software, which are not included in the cost.

Additionally, during the term of the subscription, the Customer will be provided:

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both online and by telephone Monday–Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.2 Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line instructor led video tutorial training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
 - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
 - Configure printable job bulletin
 - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
 - Establish the Agency's Insight Enterprise production environment

1.3 Training

NEOGOV will deliver online training videos to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support/Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

2.0 NEOGOV Performance Evaluation (PE)**2.1 PE Subscription License**

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Team Grouping
- Goal Library
- Shareable Competency Content
- Goal Copying
- Ability to Re-use Goals
- Org Charts
- Archiving Forms
- Uploading Content
- Development Goals
- Configurable Workflow
- Ability to Design Custom Forms
- Form Templates
- Configurable Rating Scales
- Batch Form Creation
- Goal Alignment
- Goal Hierarchy
- Writing Assistant–Shared Content

Additionally, during the term of the subscription, the Customer will be provided:

Product Upgrades to Licensed Software

Agencies receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months

2.2 PE Provisioning

The following activities are conducted as part of the NEOGOV PE implementation

- Assign a NEOGOV project implementation specialist
- Conduct project kick off conference call to provide an overview of the system, review implementation plan, and discuss deliverables timeline, project roles and assignments
- Establish your agency's performance evaluation production environment
- Provide import of existing employee data into the system

2.3 PE Training

Training is a one-time cost and includes the following:

- Unlimited online training with on-demand, self-running tutorials
- Access to monthly conference calls with PE users
- Access to the online NEOGOV Community, a discussion forum to network with other users and provide answers to your PE questions
- Customer Support shall be provided to the Customer both online and by telephone Monday–Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Order Form

NEOGOV™

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and Licenses

- One hundred percent (100%) of the annual license price is payable on 7/1/12. (\$36,300.00)

Software Provisioning

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement (\$6,000.00)

Completion of Training

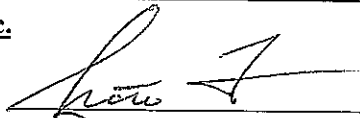
- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement (Waived)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>	<u>NEOGOV, Inc.</u>
Signature: _____	Signature: 
Print Name: _____	Print Name: <u>Scott Letourneau</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: <u>3/29/12</u>

DEPARTMENT OF BOATING AND WATERWAYS

2000 EVERGREEN STREET, SUITE 100
SACRAMENTO, CA 95815-3896
(916) 263-1331



March 29, 2012

Mette Segerblom
Orange Coast College
School of Sailing and Seamanship
1801 W. Coast Highway
Newport Beach, CA 92663

Dear Ms. Segerblom:

The Department has awarded your organization \$26,180 in funding. Enclosed is a contract signature package. Please note the following:

1. Enclosed are four copies of the cover page of the contract. Please have your authorized representative sign where marked and return all copies to us.
2. Please review the contract requirements and exhibits that were included with your proposal package and note that contractors must comply with all requirements during the contract term. For those items checked below, please return a completed, signed document **with the signed copies of the cover page.**

☐ Attachment A, Budget Page

☒ Exhibit D, Contractor Certification Clauses

☐ Exhibit E, Darfur Contracting Act

3. Please submit a new certificate of insurance. If your agent has questions after reviewing Exhibit B Insurance Requirements, please have him/her call: Carrie Wilson at the Department of General Service's Office of Risk Management (916) 376-5278.

Please return all of the listed items to the Department for further processing. Once processing is complete, you will receive a fully executed copy of the entire contract.

If you have any questions concerning these contracts, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joleane King'.

Joleane King
Boating Safety & Education Unit
(916) 263-8187
jking@dbw.ca.gov

Attachment 5

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

AGREEMENT NUMBER

11-201-016

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Boating and Waterways (State)

CONTRACTOR'S NAME

Coast Community College District - OCC School of Sailing & Seamanship (Contractor)

2. The term of this Agreement is: February 1, 2012 through January 31, 2027

3. The maximum amount of this Agreement is: \$ 26,180.00

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

Exhibit A – Aquatic Center Grant Application Questionnaire	22 page(s)
Exhibit B – Aquatic Center Grant Special Terms and Conditions	8 page(s)
Exhibit C – Aquatic Center Grant General Terms and Conditions GTC 610-1	4 page(s)
Exhibit D – Aquatic Center Grant Contractor Certification Clauses CCC-307	5 page(s)
Exhibit E – Darfur Contracting Act	1 page(s)

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

CONTRACTOR

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

Coast Community College District – OCC School of Sailing & Seamanship

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**1801 West Coast Highway
Newport Beach, CA 92663**

STATE OF CALIFORNIA

AGENCY NAME

CA Department of Boating and Waterways

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Lucia C. Becerra, Acting Director

ADDRESS

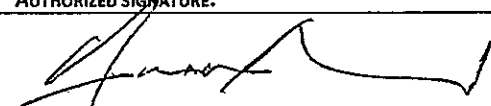
2000 Evergreen Street, Suite 100, Sacramento, CA 95815

**California Department of General
Services Use Only**

☒ Exempt per: scm 4.04



EXHIBIT A
Aquatic Center Grant Application Questionnaire
Cover Page—Year One 11/12

ORGANIZATION NAME: The OCC School of Sailing & Seamanship		FEDERAL NON-PROFIT NUMBER: 95-6002272 DUNS NUMBER: 075652631	AQUATIC CENTER STREET ADDRESS: 1801 W. Coast Hwy. Newport Beach, CA 92663
ORGANIZATION'S OFFICIAL NAME TO APPEAR OF THE CONTRACT: (IF DIFFERENT FROM ABOVE) Coast Community College District		TOTAL GRANT AMOUNT REQUESTED: \$26,180.00	ADDRESS TO MAIL PAYMENTS IF DIFFERENT:
TYPE OF PROPOSAL: (CHECK ALL THAT APPLY) <input checked="" type="checkbox"/> SCHOLARSHIP <input checked="" type="checkbox"/> EQUIPMENT <input checked="" type="checkbox"/> TRAINING <input type="checkbox"/> NATIONAL SAFE BOATING WEEK			
CONTRACT PREPARED BY: Mette Segerblom		PROGRAM DIRECTOR NAME: Brad Avery	PHONE: 949-645-0412 EMAIL: sailing@occsailing.com
PROJECT REPRESENTATIVES: THE GRANTEE AND THE DEPARTMENT SHALL EACH DESIGNATE SPECIFIC STAFF REPRESENTATIVES FOR THE PURPOSES OF COMMUNICATION BETWEEN PARTIES. GRANTEE'S REPRESENTATIVE SHALL BE BY DELEGATION OF AUTHORITY, SIGNED BY THE PERSON DESIGNATED BY RESOLUTION TO SIGN THE CONTRACT OR ANY AMENDMENTS, AND TO MAKE DECISIONS CONCERNING THE CONTRACT.			
AUTHORIZED SIGNATURE:  TITLE: Director, Marine Programs DATE: 11/7/2011 PHONE: 949-645-9412 EMAIL: brad@occsailing.c		DELEGATION OF AUTHORITY FROM AUTHORIZED SIGNATORY: I GRANT PERMISSION FOR <u>Mette Segerblom</u> TO ACT AS THE PROJECT REPRESENTATIVE(S) FOR THESE TASKS ASSOCIATED WITH THIS CONTRACT, AS LISTED IN EXHIBIT B: <input checked="" type="checkbox"/> REQUESTING TIME EXTENSIONS (PARAGRAPHS 3 AND 4) <input checked="" type="checkbox"/> REQUESTING MODIFICATIONS TO THE BUDGET PAGE (PARAGRAPH 5) <input checked="" type="checkbox"/> SUBMITTING INVOICES (PARAGRAPH 6) <input checked="" type="checkbox"/> COMMUNICATING ABOUT AND ATTENDING MEETINGS (PARAGRAPH 9) <input checked="" type="checkbox"/> ANNUAL REPORTING (PARAGRAPH 10) <input checked="" type="checkbox"/> REQUESTING PERMISSION TO SELL/DISPOSE OF EQUIPMENT (PARAGRAPH 15) <input type="checkbox"/> OTHER:	
DELEGATED PROJECT REPRESENTATIVE #1 NAME: Mette Segerblom ADDRESS: 1801 W. Coast Hwy. Newport Beach, CA 92663 PHONE: 949-645-9412 EMAIL: mettes@occsailing.com		DELEGATED PROJECT REPRESENTATIVE #2 NAME: ADDRESS: PHONE: EMAIL:	DBW CONTRACT STAFF: AMY RIGBY ARIGBY@DBW.CA.GOV (916) 263-8190 JOLEANE KING JKING@DBW.CA.GOV (916) 263-8187 2000 EVERGREEN ST. #100, SACRAMENTO, CA 95815
DBW USE ONLY: ADDITIONAL REVIEW AND ACTION			

Budget Page - Year One**Equipment**

Line Item Number	Item	Cost	Quantity	Extension
1.	Lido 14 Small Main Sails	\$450.00	12	\$5,400.00
2.				
3.				
4.				
SUBTOTAL				\$5,400.00

Scholarships

Note: Group by name of course, e.g. *Basic Sailing*, if there are two courses of the same name but with different costs per student, separate them by cost of each course

Line Item Number	Name of Course	No. of Students	Cost per Student	Extension
1.	Beginning Sailing & Youth Boating Safety Course	150	\$75	\$11,250.00
2.	Safe Powerboating Course	56	\$115	\$6,440.00
3.	After School Sailing & Boating Safety Course	20	\$110	\$2,200.00
4.				
SUBTOTAL				\$19,890.00

Instructor Training

Line Item Number	Name of Course	No. of Students	Cost per Student	Extension
1.	US SAILING Level 1 Instructor Course	2	\$700.00	\$350.00
2.	CPR/First Aid Certification	12	\$45.00	\$540.00
3.				
4.				
SUBTOTAL				\$890.00

National Safe Boating Week

Line Item Number	Item /Scholarship/Staffing Expense	No. of items/ Students	Cost per item / Student	Extension
1.				
2.				
3.				
4.				
SUBTOTAL				

Total Grant Amount
\$26,180.00

Contractor Name: *The OCC School of Sailing & Seamanship*

Signature: *David W. Kelly*

D.R. OCEAN MARINE PROPS

Date: *11/7/11*

EXHIBIT A
Aquatic Center Grant Application Questionnaire
Section II—Program Organization and Description

This section describes the minimum qualifications to qualify for Department of Boating and Waterways (DBW) funding. No points are associated with this section. Eligible applicants must be able to answer "Yes" to all parts of this section and so indicate by initialing each item.

1. My agency is a local public agency, nonprofit organization, college or university that qualifies for aquatic grant funding as specified in Section 668.2 of the Harbors and Navigation Code. Initial H
2. The boating safety courses offered by my agency consist of on-the-water training. Initial H

List the locations of the on-the-water training:

OCC Sailing, 1801 W. Coast Hwy., Newport Beach, CA 92663

3. I have read all attached contract provisions (Exhibits B, C, D, and E) and the insurance requirements that will apply to the contract should I receive funding.
 - A. My organization is able to comply with these terms and conditions. Initial H
 - B. I have provided a copy of my organization's non-discrimination policy. Initial H
 - C. My organization has the required insurance for the programs, people, and equipment identified in this proposal. Initial H
4. All funds are distributed through reimbursements only, as described in the attachment, *Aquatic Center Grant Program*, which I have read. My organization can comply with the requirements of the reimbursement policy. Initial H
5. The contract requires annual attendance by the grantee at a two-day meeting to share ideas with other aquatic center directors and get contract updates from DBW staff. Training funds may be used to offset meeting/travel/lodging costs approved by DBW staff and subject to state per diem maximums. My organization will comply with this attendance requirement. Initial H
6. If awarded funding, my organization is able to assist the department with its boating safety media campaign by doing the following within six weeks of receiving DBW-supplied materials:
 - A. Display DBW safety message banner or poster at the aquatic center or where classes are held. Initial H
 - B. Distribute DBW safety literature at aquatic center events. Initial H
 - C. Display DBW safety messages and DBW link on aquatic center website. Initial H

.....
Aquatic Center Grant Application Questionnaire
Section II—Program Organization and Description

In this section, you will provide information regarding your current boating safety program.
(Section point total = 140 points. Eligible applicants must score at least 85 points in this section.)

Program and Financial Overview (max. 80 points)

1. Provide the following information regarding your organization:

A. What is the purpose of the program that is requesting DBW grant funding?

The OCC School of Sailing & Seamanship reflects a vibrant water-oriented community, which places great value on recreational boating and its education requirements. Existing upon exceptional public land greatly enhanced by private giving and managed by one of California's best community colleges, the program is a unique public and private partnership which continues to share a vision of community access to excellent boating education

B. Provide the history of your boating safety education program:

- **When did the program start?** 1960
- **What changes have taken place since its inception and why?**

Our program has been shaped and expanded over the last 50 years to meet the demand of our students and the community we serve. The original program started at our current location and has grown from Quonset huts on a sand lot to a 30,000 square foot facility built in 5 stages over 30 years. Our staff has grown from one instructor in 1960 to our current staff of more than 30 part time instructors and a full time staff of 4.

Our fleet of boats has expanded from five Lehman 10 dinghies to a fleet of more than six dozen boats including 17 "Lido 14" dinghies, three Harbor 20 sloops, ten 30' Shields sloops, four large power boats 29 to 68', three large sailboats from 42' to 65' and various other support vessels.

In addition to on-the-water instruction the program has grown to include a comprehensive program of evening seminars and lectures. Our newest program for future Professional Mariners is a certificate program with OCC. Students in the Professional Mariner's program will take classes in Boat Handling & Seamanship, Marine Basic Safety Training, Maritime Environment, Navigation and more.

- **What has stayed the same and why?**

Our unwavering commitment to quality in boating education and our ability to offer courses of continued interest to our community at very reasonable rates.

Aquatic Center Grant Application Questionnaire
Section II—Program Organization and Description

C. What geographic and demographic populations does your program serve?

The majority of our students at the OCC School of Sailing & Seamanship come from our local community and surrounding cities within a 45 minute drive, but a significant number drive from as far away as Los Angeles, Riverside and San Diego Counties to attend our classes. Our user groups include community members, OCC Credit students, local public and private schools, churches and a number of organizations serving At-Risk youth

D. List your program's funding sources and the breakdown of that funding.
(Income from your program's parent organization is considered a source.)

Funding Source	Amount	Percentage of Total Program Funding
Parent Organization/Entity		
Program Fees	\$722,527.00	53.38%
All Grants, Including DBW	\$60,751.00	4.49%%
Endowments/Gifts	\$541,752.00	40.02%%
Fundraisers		
Other:	\$28,644.00	2.11% %
Total:	\$1,353,675.00	100%

E. What are the limitations, if any, that these funding sources place upon your program spending? (i.e., parent organization will only fund staffing expenses.)

Because most of our instructional staff is hired as professional experts and independent contractors we are unable to pay for instructor training courses and professional development with sailing program funds. Each grant provides different limitations as does endowments and gifts that we operate within.

2. Provide the following information regarding the courses you offer:

- A. Complete *Boating Safety Courses Offered Worksheet II-2.A/2.B*. In Section 2.A, list all of your on-the-water boating safety classes that occurred between **October 1, 2010 and September 30, 2011**. Please only list boating courses. Do not include surfing and other non-boating courses. Events that are not actual safety classes—such as open houses, boat rides, regattas, festivals, etc.—should be listed on Worksheet 2C.
- B. Section 2.A of the worksheet includes the possibility for double counting, as it is possible for a unique individual to take more than one course. Therefore, in Section 2.B, of the worksheet, please also provide the total number of unique individuals served by your program.

EXHIBIT A
Aquatic Center Grant Application Questionnaire
Section II—Program Organization and Description

- C. Complete *Boating-Related Events Worksheet 2.C*, listing any community events that your organization hosts or is involved in that, while not involving formal boating safety training, still involve informal boating safety education to the public.

Public Access (max. 20 points)

3. Answer the following questions regarding public access to your program:

A. Are the classes you offer open to all segments of the general public?
Yes X No

B. If you answered "No," to whom are they limited?

C. Do you require a membership fee? Yes No X .

D. Describe the process that a member of the public would go through to sign up for your courses. If there are different processes for different clientele, for instance—students vs. general public, please describe all processes.

All students can register online, over the phone by calling our office, or in person.

E. If a person in your area wanted to take a boating course, and your classes were full, what other options do they have in your area to get boating safety training?

Power squadron course are available for classroom training. For adults to obtain hands-on, on the water training beyond beginning sailing they would have to travel to harbors North or South of Newport Beach and most likely have to spend more at a commercial sailing school.

EXHIBIT A
Aquatic Center Grant Application Questionnaire
Section II—Program Organization and Description

Staffing (max. 20 points)

4. Provide the following information about the employees in your boating program.

A. Program Director

1. List all of your organization's program directors over the past five years, their length of service and their reason for leaving your program.

Program Director Name	From / To	Reason for leaving
Brad Avery	1985 to present	

2. Does your program currently have a permanent program director?

Yes X No

3. Is this person a paid employee? Yes X No

4. Time Base: Full time X Part Time Percentage of time in boating program

B. Staffing Assigned to your Boating Program:

1. Number of full-time staff 4
 2. Number of part-time staff 32
 3. Number of volunteers 10

C. Training of Boating Instructors:

List all of the certifications your boating instructors have earned and how many instructors hold each type of certification. (Include certificates such as U. S. Sailing/ASA, American Canoe Association, CPR/First Aid, etc.). (There may be double-counting of actual employees as some employees may hold multiple certifications.)

Type of Certification	# of Employees
US SAILING Dinghy Level 1 Instructor	9
US SAILING Basic Keelboat Instructor	8
US SAILING Cruising Instructor	3
US SAILING Small Powerboat Instructor	4
US POWERBOATING Cruising Powerboat Instructor	7
USCG License	14
First Aid/CPR	19

Aquatic Center Grant Application Questionnaire
Section II—Program Organization and Description

Advertising and Outreach (max. 20 points)

5. Provide the following information regarding your organization's advertising and outreach efforts related to your boating safety courses in the following table and attach samples or a CD containing samples that illustrate your efforts.

See attached

Media Used in the Past 12 Months	Target Audience	Frequency	Method Used to Determine Results of Advertising/Outreach
Website	Anyone interested in boating education	Daily	We used Reach Local from Oct 2010 to Aug 2011 to try to attract and determine how students found our program. Number of registrations completed online by the student.
Facebook	Anyone interested in boating education and events	Not as often as I would have liked	Hits and posts.
Boat shows	Adults	3	
Family Festival	Youth & Adults	1	

Equipment Inventory (pass or fail)

6. Use the template, *2011 Equipment Inventory List*, to list all boating equipment in your inventory, (not just DBW funded equipment) and its age and condition (include boats, trailers, PFDs, radios, electronics, etc).

See Attached.

EXHIBIT A
Aquatic Center Grant Application Questionnaire
Section III—Proposal Details

In this section you will provide information specific to your funding request. (Total points for each section and maximum point totals are included.)

1. Equipment Request (If applicable)

Point total for section: 75 points—includes Questions 1-A and B, plus additional worksheet(s.)

Eligible applicants must score at least 45 points in this section.

A. Equipment List (pass or fail)

In order of priority, list each unique piece of equipment or grouping of similar pieces of equipment that you wish to purchase with grant funds.

(Note: the contents of this chart will be repeated on the budget page of this proposal.)

Priority/Line Item Number	Item	Cost	Quantity	Extension
1.	Lido 14 Small Main Sails	450.00	12	\$5,400.00
2.				
3.				
4.				
5.				
6.				
7.				
SUBTOTAL				\$5,400.00

B. Justification of Need (max. 75 points)

Complete *Equipment Worksheets III-1.B.1, 1.B.2, or 1.B.3* for **each** item—or group of like items—that you have requested above. Note: It is the applicant's responsibility to read the section labeled *Justification Background Notes* and include all applicable information mentioned there.

2. Scholarship Request (If applicable)

Point total for section: 50 points—includes Questions 2, and worksheets) Eligible applicants must score at least 35 points in this section.

A. Course List (pass or fail)

In order of priority, list below each type of course for which you are requesting funding. Identical courses (same course title) that are the same length of time and cost, etc. can listed in the same line item even if they occur on different dates. However, if, for instance, you are offering some 3-day courses and some 5-day courses for beginning sailing, please use a separate line item and title for each and designate the length and number of students. (Note: the contents of this chart will be repeated on the budget page of this proposal.)

Aquatic Center Grant Application Questionnaire
Section III—Proposal Details

Line Item Number	Name of Course	No. of Students	Cost per Student	Extension
1.	Beginning Sailing & Youth Boating Safety Course	150	75.00	\$ 11,250.00
2.	Safe Powerboating Course	56	115.00	\$ 6,440.00
3.	After School Sailing & Boating Safety Course	20	110.00	\$ 2,200.00
4.				
5.				
6.				
SUBTOTAL				\$19,890.00

B. Justification of Need (max. 50 points)

Complete worksheet *Scholarship Worksheet III-2.B*, for each course that you have requested above. Note: It is the applicant's responsibility to read the section labeled *Justification Background Notes* and include all applicable information mentioned there.

3. Aquatic Grant Curriculum Check Sheets (max. 45 points)

Point totals for this section include Question 3 and all course curriculum check sheets. Eligible applicants must score at least 25 points.

Applicants should refer to the attachment *Curriculum Check Sheet Notes* for instructions on completing the check sheets.

Failure to provide course check sheets may result in disqualification of funding for the affected segment of the request.

A. List all curriculum check sheets that you will be including with your application. (pass or fail)

Course Title	Justification Associated with Course (check all that apply)			
	III-1B.1 (Equip)	III-1B.2 (Equip)	III-1B.3 (Equip)	III, 2B (Scholarship)
Beginning Sailing	X			X
Intermediate Lido	X			X
Parent & Child	X			X
Summer Sailing Camp	X			X
Holiday Sailing Camp	X			X
OCC Beginning Sailing	X			X
Beginning Sailing & Youth Boating Safety Course	X			X
Safe Powerboating Course				X
After School Sailing & Boating Safety Course	X			X

EXHIBIT A
Aquatic Center Grant Application Questionnaire
Section III—Proposal Details

- B. Complete and attach an Aquatic Grant Curriculum Check Sheet for each course listed in either the equipment worksheets or scholarship worksheets. (The same check sheet may also be used if the identical course is included in both the equipment and the scholarship worksheets.)

4. Instructor Training Request (If applicable) (max. 50 points)

Point totals for this section include Question 4 and worksheets. Applicants must score at least 35 points in this section to be eligible for funding.

Grant requests for instructor training are limited to a maximum \$1,600 per grant period. Instructor training funds may also be used to offset costs associated with the grant attendance requirements for the Aquatic Center Directors' Meeting.

Requests may include costs associated with attending one Aquatic Center Directors Meeting annually. Costs must not exceed travel per diem rates allowed for DBW employees per diem rates available upon request.

A. Course List

In order of priority, list each course for which you are requesting funding for instructor training/conference costs:

(Note: the contents of this chart will be repeated on the budget page of this proposal.)

Line Item Number	Name of Course	No. of Students	Cost per Student	Extension
1.	US SAILING Level 1 Instructor Course	2	\$350.00	\$700.00
2.	First & CPR/AED-Adult	12	\$45.00	\$540.00
SUBTOTAL				\$890.00

B. Justification of Need (max. 50 points)

Complete *Instructor Training Worksheet III-4.B* by providing a justification for each training element/course that you have requested above.

5. National Safe Boating Week Request (if applicable) (max. 35 pts.)

Point totals for this section include Question 5 and the National Safe Boating Week worksheet. Eligible applicants must score at least 25 points.)

Up to \$2000 in grant funding is available to augment events held by your organization in conjunction with National Safe Boating Week.

Applicants choosing to apply for funding are responsible for reading the handout, *National Safe Boating Week Information*.

EXHIBIT A
Aquatic Center Grant Application Questionnaire
Section III—Proposal Details

A. List line items expenses requested for this event. (pass or fail)

(Note: the contents of this chart will be repeated on the budget page of this proposal.)

Line Item Number	Item /Scholarship/Staffing Expense	No. of items/ Students	Cost per item / Student	Extension
1.				
2.				
3.				
4.				
SUBTOTAL				

B. **Justification of Need** (max. 35 points)

Use *National Safe Boating Week Worksheet III-5B* to provide the justification for your event. **Only 1 worksheet is needed for your event.**

12. Budget Page (no points)

Please complete the attachment titled *Budget Page – Year One*. The budget page should be on its own page(s), should be labeled as such, and should contain a list of all planned expenditures. Expenditures should match the tables listed in Questions 1A, 2A, 4A, and 5A. Each type of funding should be subtotaled separately and a final total should be provided where indicated.

For Department Use Only

- ☐ *Boating Safety Courses Offered Worksheet II-2.A/2.B*
- ☐ *Boating-Related Events Worksheet 2.C,*
- ☐ *2011 Equipment Inventory List*
- ☐ *Equipment Worksheet III-1.B.1*
- ☐ *Equipment Worksheet III-1.B.2*
- ☐ *Equipment Worksheet III-1.B.3*
- ☐ *Scholarship Worksheet III-2.B*
- ☐ *Instructor Training Worksheet III-4.B*
- ☐ *National Safe Boating Week Worksheet III-5B*
- ☐ *Curriculum Check Sheets*
- ☐ *Budget Page*

Boating Safety Courses Offered Worksheet II - 2.A/2.B

October 1, 2010 - September 30, 2011

Worksheet II - 2.A

Type of Course	Length of Course (Days)	Length of Course (Hours)	# of Sessions Offered Annually	# of Students Enrolled in each Session	Total students receiving training in course type
Beginning & Intermediate Sailing	4 to 6	16 – 20	60	6 to 32	788
Learn to sail on a Shields	3 or 4	12	24	2 or 3	51
Shields 1, 2 & 3	4 to 6	16 to 20	33	6 to 15	290
Racing and Spinnaker Courses	1 to 3	6 to 12	9	6 to 12	44
Basic Keelboat Certification	4 to 6	12 to 40	17	3 to 9	26
Basic Cruising 1 & 2	3	18	13	3 to 5	34
Basic Cruising Certification	4	24	8	3 to 5	12
Coastal Cruising	3 to 5	56 to 104	6	3 to 5	23
Bareboat Cruising Certification	5	104	3	3 or 5	7
Offshore Voyages	3 to 21		3 to 12	6 to 9	100
Safe Powerboat Handling	2-4	16	5	3 to 6	49
Introduction to Powerboats	1	6	10	3 to 5	30
Basic Powerboat Op & Certification	2	14	9	3 to 5	21
Advanced Powerboat Training	2	18	4	2 to 5	6
Contract Powerboat Training	4	28	4	5 or 6	21
Parent & Child Family Sailing	2	7	4	6 to 24	38
Youth Camp – Beginning & Inter	4 or 8	14 or 28	27	6 to 24	205
Youth After school Sailing	6	15	4	6 to 12	37
Total number of students (may include double counting):					1782

Worksheet II - 2.B

Total number of unique individuals served:	1481
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[illegible]

EXHIBIT A
Aquatic Center Grant Application Questionnaire

Equipment Worksheet III - 1.B.1
Replace/Refurbish Equipment for Existing Program

NOTE: A separate worksheet must be completed for each piece of equipment or grouping of similar pieces of equipment (kayaks, paddles, seats) for which you've requested grant funding.

1. Please complete the equipment detail and population segment charts below listing not only the piece of equipment, but all courses that the equipment will be used. (Example: fleet of vessels) The Department wants to know the total number of hours per year per course each piece of equipment will be used for basic non-competitive boating safety education, how many students and what population segment(s) will benefit. *(Please delete the sample shown below that is highlighted in gray before proceeding.)*

Priority	Type of Equipment (group by like items)	# of Items	Course Title(s) Equipment to be Used In	Total hours per year	Annual Number of students
1	Lido 14 Small Main Sails	12	Beginning Sailing	624	471
			Intermediate Sailing	324	274
			Parent & Child	36	73
			Summer Sailing Camp	420	205
			Holiday Sailing Camps	64	50
			OCC Beginning Sailing	160	120
			After School Sailing & Boating Safety Course	30	40
			Beginning Sailing & Youth Boating Safety Course	154	130

Population Segment Using this Equipment	# of Students Per Year
General boating public	1095
School groups (elementary & high school)	18
Other youth groups	130
College students	120
Senior groups	
Disabled groups	
Total Students Benefiting from Proposal	1363

- A. Describe what equipment this new request will replace, including the age and condition of current items. If the request is to refurbish existing equipment, describe the extent of the refurbishment and if any prior refurbishment has taken place, describe what and when.

New small main sails will replace a mixed bag of old small sails cut down from well used regular main sails.

- B. Why is it necessary to replace/refurbish this equipment at this particular time? List all advantages: compatibility with department's goals/mission, lifespan considering your use patterns, cost or time savings, safety issues, attracting participants, etc. For refurbishment, describe the cost effectiveness of refurbishing rather than replacement.**

Our old sails are very worn out and basically impossible to trim correctly, and because they were cut down from old sails they do not have flotation at the top.

By purchasing new smaller main sails, built specifically for the Lido 14 we will be able to get a sail that can be trimmed, power the boat and have flotation at the top to help prevent the boat from turning turtle in the event of a capsize.

With new sails we will be able to conduct meaning full classes in a greater range of wind conditions.

For our younger sailors the new sails will make it possible to introduce the jib sooner. With an overall smaller sail area and new small main sails the juniors will be safer on the water, minimizing capsizes, while still being able to work on correct sail trim.

Being able to teach all age groups in a wider range of wind conditions makes it possible to effectively teach heavy weather sailing skills including safety, crew overboard recovery, personal limitations, weather, etc.

On average we use small main sails 25% of the time for our adult students and 40 to 50% of the time for our youth sailors. We anticipate that these sails will be an asset to our program for five or more years.

New small main sails with top flotation will make windy days more fun and much safer.

- C. If the current equipment remains safe to use and has some usable life remaining, and you are planning to sell it, what is your estimated sales price and how much of that amount will be reinvested into the new equipment? If the equipment is no longer safe to use, how will it be destroyed, and what funds will be used to accomplish this?**

Our old small main sails will make great painting tarps when replaced.

2. Equipment Rental Information

For all equipment requests, whether they are replacement or new items, please answer the following questions to ensure that your program meets the equipment rental requirements specified in Exhibit B, Paragraph 17 of the contract. Equipment purchased under the grant agreement shall not be rented if your organization cannot comply with these aforementioned provisions.

Please provide the following information about renters:

- A. Do renters have access to your program's equipment?** Yes X No
- B. If yes, do they have to take a boating safety course or pass a competency test/challenge prior to taking the equipment out on the water?** Yes X No

If yes, to 2(B), please describe what the course or challenge consists of.

Renters take a 110 question essay test on skills pertaining to the boat, our facility, weather and sailing. They also take a 30 question Rules Test that covers topics such a right-of-way rules, accident reporting, sound signals, PFD laws, etc.

Upon a passing grade on the written test students are evaluated on the water by an instructor. The on-the-water evaluation takes 2 to 3 hours and requires extensive practical skills.

If no to 2(B), explain why you do not require this.

3. Equipment Transportation, Storage and Maintenance

- A. Explain how the new equipment will be transported from storage to class locations.**
Students pick up sails in the dock boxes located next to the boats.
- B. Explain how and where the equipment will be stored.**
All our sails are stored in locked dock boxes on the dock near the boats so very little transportation is required.
- C. Describe your maintenance system for the care of this requested equipment.**
Sails are rinsed, dried and folded before being stored in the dock box. Needed repairs are done by local sail makers.

EXHIBIT A
Aquatic Center Grant Application Questionnaire
Scholarship Worksheet III – 2.B

A separate worksheet must be completed for each course for which you've requested scholarship funding.

Please complete the scholarship detail chart below:

Course Title	Length (days)	Length (hours)	Projected # of students to take this course	Tuition per student**	# of scholarships requested	Scholarship \$ Amount Requested Per Student***	Total \$ Amount Requested
Beginning Sailing & Youth Boating Safety Course	4	14	150	\$75	150	\$75	\$11,250.00

*Projected number of students means all students anticipated to take the course regardless of whether or not they need financial assistance.

**Tuition per student means the full advertised fee for the course.

***Scholarship Amount Requested means the amount you are requesting from DBW per student. If you use a sliding scholarship scale, list the range for the amount requested per student.

1. If you believe that your tuition is particularly noteworthy—falling well above or below average fees charged by other programs, explain why your fees are higher or lower than neighboring programs or other programs that offer similar services.

This course has been a scholarship course for more than 15 years and has always been offered free of charge to school and youth groups working with At-Risk students thanks to our grant from CA DBW. The tuition is based on our actual cost of running this course including instructor fees, fuel, maintenance and materials. In comparison the regular price for a 4-day youth summer sailing class is \$150.

2. Why do your participants need our assistance? Provide as much detail as appropriate to make your case for assistance.

To continue to make the course available without a fee to groups of At-Risk Youth we need your support to cover the basic costs of running the course.

We work with group homes, after school programs, rehab facilities and other non-profit programs that provide opportunities for At-Risk kids. The participants from these groups often come from low income families and if they, or the program had to pay a fee for this activity they would miss out on the opportunity to explore sailing and the marine environment.

This past summer several groups who have participated in previous years were not able to come, because they lacked funding for chaperones and transportation let alone course fees.

3. If you are offering individual scholarships, list the methods you use to determine need.

Individual scholarships are not available for this course.

4. If you wish to use scholarship funds to lower the cost of an entire course to benefit all participants, explain why you feel it is necessary to use this method.

Because each course is scheduled for one specific group at a time the scholarship must apply to everyone in the group.

Scholarship Worksheet III – 2.B

A separate worksheet must be completed for each course for which you've requested scholarship funding.

Please complete the scholarship detail chart below:

Course Title	Length (days)	Length (hours)	Projected # of students to take this course*	Tuition per student**	# of scholarships requested	Scholarship \$ Amount Requested Per Student***	Total \$ Amount Requested
Safe Powerboating Course		16	56	\$145	56	\$115	\$ 6,440.00

*Projected number of students means all students anticipated to take the course regardless of whether or not they need financial assistance.

**Tuition per student means the full advertised fee for the course.

***Scholarship Amount Requested means the amount you are requesting from DBW per student. If you use a sliding scholarship scale, list the range for the amount requested per student.

1. If you believe that your tuition is particularly noteworthy—falling well above or below average fees charged by other programs, explain why your fees are higher or lower than neighboring programs or other programs that offer similar services.

This is a 16 hour equipment intensive course with a maximum of 9 students. The tuition for the course covers instructor fees, fuel and materials and I doubt anyone would be able to offer the same course for less. I don't believe a similar course is offered within a 50 mile radius. At least not that I could find.

2. Why do your participants need our assistance? Provide as much detail as appropriate to make your case for assistance.

This class is open to anyone, but for many in our primary target group of 18 to 35 year olds the fee may very well prevent them from taking the course - especially when we take into consideration that many of them don't believe they REALLY need the course in the first place. Being able to offer the course at a very reduced rate makes it accessible to everyone and our younger students, who do want to get on the water, may just find that it is the one class they can actually afford to take. A win-win for everyone.

3. If you are offering individual scholarships, list the methods you use to determine need.
N/A

4. If you wish to use scholarship funds to lower the cost of an entire course to benefit all participants, explain why you feel it is necessary to use this method.

For this class the scholarship would be available to all students in an effort to try to attract more students to the class. We have offered this class for many years and have only had success in the last two years where we have been able to apply scholarship funds to reduce the course fee.

EXHIBIT A
Aquatic Center Grant Application Questionnaire

Scholarship Worksheet III – 2.B

A separate worksheet must be completed for each course for which you've requested scholarship funding.

Please complete the scholarship detail chart below:

Course Title	Length (days)	Length (hours)	Projected # of students to take this course	Tuition per student*	# of scholarships requested	Scholarship \$ Amount Requested Per Student***	Total \$ Amount Requested
After School Sailing & Boating Safety Course	6	15	40	\$135	20	\$110.00	\$2,200.00

*Projected number of students means all students anticipated to take the course regardless of whether or not they need financial assistance.

**Tuition per student means the full advertised fee for the course.

***Scholarship Amount Requested means the amount you are requesting from DBW per student. If you use a sliding scholarship scale, list the range for the amount requested per student.

1. If you believe that your tuition is particularly noteworthy—falling well above or below average fees charged by other programs, explain why your fees are higher or lower than neighboring programs or other programs that offer similar services.

The only other Afterschool programs are offered at local yacht club at twice the price. These programs are not open to the general public.

2. Why do your participants need our assistance? Provide as much detail as appropriate to make your case for assistance.

Our local schools are unable to offer After School Sailing as a school sponsored activity. We want to make our After School Sailing & Boating Safety Courses available to as many young sailors as possible, especially middle school students, by making the course affordable with the help of scholarships. The cost of after school activities can be a burden for many low income families and kids are often left unsupervised and with too much time on their hands. Being able to offer scholarships to individual kids for After School Sailing will open doors to the harbor and the marine environment for kids who might not otherwise have the opportunity.

3. If you are offering individual scholarships, list the methods you use to determine need.

For individual scholarships we use a scholarship form that must be completed in part by the student's teacher or other school official. The form asks for information such as if the child receives federal, state or county assistance, and how the course will benefit the child. A child who receives free lunch, a bus pass, or would benefit from the course for social and emotional reasons qualify.

4. If you wish to use scholarship funds to lower the cost of an entire course to benefit all participants, explain why you feel it is necessary to use this method. *N/A*

Instructor Training Worksheet III - 4

A separate worksheet must be completed for each course/element for which you've requested funding.

Please complete the training detail chart below:

Course Title	Length (days)	Length (hours)	# of scholarships requested	Scholarship \$ Amount Requested Per Student	Total \$ Amount Requested
US SAILING Level 1 – Instructor Course	4	30	2	\$350.00	\$700.00

1. Why do you need financial assistance for this training? Provide as much detail as appropriate to make your case for assistance.

To help pay for quality instructor training for new instructor's.

Being able to offer tuition assistance for new and especially young instructors will benefit everyone as it helps to build a pool of well-trained instructors who understands the responsibility that comes with being an instructor and the importance of a professional approach.

2. What is the breakdown of costs for attending this training/conference?

Tuition - \$350

Other expenses include travel, lodging and meals at varying costs depending on course location; however, expenses other than tuition are the responsibility of the instructor candidate.

3. How are you currently meeting this need?

We have been lucky to have grant funding to cover the tuition for one or two new instructors each year for the past few years.

When hiring new instructors we always try to hire instructors who are Level 1 certified, or have other levels of certification, but young people are often unable to pay for training, or don't realize that training is available.

4. What would happen if this need wasn't met?

We are not allowed by the school to pay for this type of training for our instructors because of their employment classification. We do however realize the value of these training programs to our overall program and would continue to look for other funding options.

Instructor Training Worksheet III - 4

A separate worksheet must be completed for each course/element for which you've requested funding.

Please complete the training detail chart below:

Course Title	Length (days)	Length (hours)	# of scholarships requested	Scholarship \$ Amount Requested Per Student	Total \$ Amount Requested
First & CPR/AED-Adult	1 or 2	7	12	\$45.00	\$540.00

- Why do you need financial assistance for this training? Provide as much detail as appropriate to make your case for assistance.

To help our instructors stay current on their First Aid & CPR Certification. All our US SAILING and/or USCG certified instructors are required to keep their certifications current, but for many keeping all their certifications current is a financial burden. Being able to offer tuition assistance for First Aid & CPR insures that this requirement is met.

- What is the breakdown of costs for attending this training/conference?

Course tuition is \$90/pp - The grant will pay 50% and OCC Sailing will cover the other 50%.

- How are you currently meeting this need?

We are able to lower the fee for our staff to take this course, but we can't cover it 100%. We received a grant last year to cover the same course for eight instructors and they appreciated being able to take the course at OCC with no travel costs and tuition assistance.

- What would happen if this need wasn't met?

Our instructors would need to pay 50% of the tuition. We do however realize the importance of our instructors maintaining current First Aid & CPR training and would continue to look for other funding options to assist with the tuition.

- National Collegiate Honors Council
- Recording for the Blind and Dyslexic
- State of California Department of Consumer Affairs, Speech-Language Pathology and Audiology Board
- Transfer Center Directors Association
- Western Association of Veteran Education Specialists
- Western Regional Honors Council
- Umoja Community, Foundation for California Community Colleges
- U.S. Green Building Council — Orange County Chapter

Objectives

Orange Coast College constantly strives to serve the best interests of its community.

Orange Coast College maintains instructional excellence by providing the following:

- Instructional opportunities so that students can fulfill their lower division requirements leading to baccalaureate and advanced degrees
- Instructional opportunities so that students can develop positive attitudes while acquiring skills and knowledge for their chosen careers, for entry-level positions, for advancing within a career, or for changing careers
- Lifetime access to general education and to educational opportunities for those who want more knowledge about our ever changing world
- Opportunities to expand learning and living skills through programs that increase intellectual, occupational and physical development
- Opportunities to resolve problems due to an inadequate education
- Resources to develop the strongest selection of teaching and learning experiences for our community including classroom and laboratory instruction, library and reader services, independent study, field studies, telecommunications, outreach programs, computer-assisted learning, learning by experience and tutorial assistance

- Orange Coast College proudly welcomes everyone who seeks intellectual, cultural and personal enrichment
- Orange Coast College presents opportunities for individual and group awareness through counseling and guidance offered by academic and career counselors who evaluate skills and aptitudes

Our college has diverse programs designed to identify and satisfy student needs, such as the following:

- Programs that support traditional instruction, which are developed in the library and Media Center and the Tutorial Center
- Health programs in the Student Health Center, the Sports Medicine Center and the Speech and Language Center
- Programs for special groups which are developed in the Disabled Students' Center (DSC), the Extended Opportunities Programs and Services Office (EOPS) and in the Learning Center
- Economic programs available in the Financial Aid Office, the Career Development Center and Placement Office and the Children's Center
- Student government programs including the Associated Students of Orange Coast College, clubs and co-curricular activities

Orange Coast College sanctions community service activities for professional and personal improvement, other educational opportunities and entertainment and recreational events.

Our college contracts educational services and programs which the school develops at the request of business and public agencies. These services and programs take place on campus, at work sites and other locations.

Orange Coast College has programs that support the quality of service offered to its community, which in turn, supports the college administration, faculty and staff in their personal development.

The Orange Coast College Foundation

The Orange Coast College Foundation serves as a community and financial support organization to help Orange Coast College achieve its mission. The goals of the Orange Coast College Foundation include providing financial support for the college, involvement opportunities for board and community members, advocacy to help the college meet its goals, and advisement to the college's administration.

The OCC Foundation accepts donations of cash, securities, real property, insurance and personal property from individuals, businesses and other foundations. The foundation strengthens the educational objectives of the college by providing funds for faculty development, student scholarships, library acquisitions, and capital improvements and repairs to the campus of Orange Coast College.

Members of the Orange Coast College Foundation Board of Directors are volunteers. They generally serve three-year renewable terms. Members are appointed from the community and can include alumni, business leaders, community leaders, parents, donors, and members of the college's current and retired faculty and staff who are interested in supporting the missions of the college and the Foundation. For additional information on the Foundation, please call (714) 432-5126.

Equal Opportunity Policy

Orange Coast College is committed to providing equal opportunities in its educational programs and activities. Therefore, neither an Orange Coast College student nor a Coast Community College District employee, nor any applicant for enrollment or employment, shall be unlawfully denied the benefits of, or be unlawfully subject to, discrimination on the basis of race, color, sex, gender identity, religion, age, national origin, ancestry, sexual orientation, marital status, physical or mental disability, and/or veteran status. Inquiries about the District's Equal Opportunity Policy should be directed to the Director of Personnel Services at 714-432-5670 in Administration, or the District Office of Human Resources.

Title IX questions or complaints should be directed to the Dean of Physical Education and Athletics,

located in the Physical Education Department at 714-432-5122. Section 504/ADA questions or complaints should be directed to the Supervisor of Disabled Student Program and Services, located in the Special Services Office (DSP&S), at 714-432-5042.

Disabled Students' Rights

Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 prohibit discrimination on the basis of disability against persons in programs or activities receiving or benefiting from federal assistance. Thus, in post-secondary education settings, Section 504 mandates "reasonable accommodation" for adults with professionally documented physical or learning disabilities. Inquiries regarding the college's non-discrimination policy relative to Section 504 or the Americans with Disabilities Act should be directed to the 504/ADA Coordinator at (714) 432-5042, located in Special Service Building.

College Programs

Career and Technical Education Programs

Orange Coast College offers over 50 Career & Technical Education programs. As never before in its history, America needs people who are trained in artistic, scientific, professional and technical fields. OCC offers a variety of programs combining theory, practical training and experience. A program advisory committee, composed of local employers and workers, helps plan and offers on-going advice and supervision for career programs. An extensive list of program descriptions is located in the college catalog under "Career and Certificate Programs." Pick up one of the career programs brochure to find what Career and Certificate Programs OCC offers. To learn more about careers options, please check us out on-line at <http://www.orangecoastcollege.edu/careerservices> For more information, phone (714) 432-5576 x5.

College Transfer Programs

Many students choose careers that require four or more years of college. Orange Coast College has a comprehensive transfer program that satisfies lower division requirements for most majors.

A student, working with a counselor, may plan a two-year program at Orange Coast College then transfer to a college or university to complete a four-year degree.

Courses numbered A100 or higher are transferable to the California State University. A list of courses which transfer to the University of California is available in the Counseling Center and Transfer Center. These courses are also marked "UC" in the Courses section of this catalog. Counselors can help determine which courses transfer to other colleges and universities.

The Transfer Programs section of this catalog contains additional information about transfer.

Counseling and Guidance

The counseling program at Orange Coast College is in place to help students identify and clarify personal, career and educational goals. The intent is to help students choose options that will improve the quality of their lives.

The counseling process encourages the building of a strong self-concept by helping students identify their needs and motivations and by guiding them in learning and applying effective decision-making skills. Personal, career and academic choices are not viewed as separate and disconnected entities but as interrelated issues, the combination and interaction of which determine the present and future quality of each individual's life experience.

Community Education Programs

Orange Coast College's Community Education programs provide a variety of lifestyle, recreation, enrichment and professional development opportunities to our community members. All of our Community Education courses are low-cost, fee-based, not-for-credit and not supported by any state or local taxes. Your enrollment fees keep this programming going. For more information about Community Education, please contact 714-432-5154 or visit our website at www.orangecoastcollege.edu/commmed

Developmental Programs

Many special programs are offered to students who are not prepared for the demands of college-level courses. The college offer special programs and courses in developmental reading, vocabulary building, spelling, oral communication, basic mathematics and English as a Second Language.

Career Center Services

Career Services is a multi-faceted department that focuses on preparing students for careers. It encompasses the Career Library, Career Programs, Tech Prep, the Internship Academy, and Job Placement. The Career Center is located on the 3rd floor of the Watson Hall building. For more information, phone (714) 432-5576 ext. 4 or visit <http://www.orangecoastcollege.edu/careerservices>

Career Library

The Career Library offers a variety of materials for students to research their future occupations and educational goals. Students can access school catalogs, college major directories, college rankings, college entrance test preparation materials, detailed career information, job outlook and trends. There are 18 internet-ready computers and printer for student use. Free career assessments available: Choices Explorer, Eureka Skills Inventory, SIGI 3, and e-Discover.

To learn more about job and employment skills, please visit www.missing-major.com For more information, phone (714) 432-5576 ext. 4.

Tech Prep

Tech Prep is funded through the Carl D. Perkins Vocational and Technical Education Act, and is a significant innovation in the education reform movement in the United States.

Tech Prep education is an articulated, planned sequence of study beginning in high school, and extending through at least two years of postsecondary education or an apprenticeship program. Programs can continue up to the Baccalaureate degree. Tech Prep programs promote a bridge between secondary and post secondary program emphasizing contextual learning and career pathways. Tech Prep is an important school-to-work transition strategy, helping all students make the connection between school and employment.

Internship Academy

The Internship Academy at Orange Coast College offers students the opportunity to attend college classes and earn college credit for concurrent learning on the job. The program is designed to meet the demands of the students and employers for internship experience and is "compliant"

EXHIBIT B
Aquatic Center Grant Special Terms and Conditions

The Contractor is responsible for complying with these provisions for the entire term of the contract listed in Section 2 of the STD-213.

1. The State shall provide the Contractor a sum not to exceed the amount specified in this Agreement for the purchase of vessels and equipment and/or program funding for use in boating safety instructional programs in accordance with all Attachments incorporated herein by reference.
2. The Contractor shall not make expenditures associated with this contract until all signatures are secured and final approval is received from the Department or the Office of Legal Services, Department of General Services.
3. The Contractor shall complete purchases of vessels and equipment specified on the budget page in Exhibit A no later than September 30, 2012. All invoices accompanied by proof of payment pertaining to said purchases of vessels and equipment specified in Exhibit A must be received by the Department on or before October 31, 2012. The Department is not obligated to make reimbursement payment on any invoice received after these specified deadline dates.
4. The Contractor shall conduct all classes specified on the budget pages in Exhibit A by January 31, 2013. All invoices for classes specified on the budget pages in Exhibit A must be received by the Department on or before March 1, 2013. The Department is not obligated to make reimbursement payment on any invoice received after these specified deadline dates.
5. The Contractor shall only make expenditures specified on the Budget Page(s) contained in this Agreement. Any modifications to the expenditure specifications must be approved by the Department. The Contractor must submit a letter of request to make modifications and the reasons therefore accompanied by the modified expenditure specifications to the Department. The Department must give approval of the modifications in writing and forward this approval to the Contractor before any expenditure reflected in the modification is made. Nothing herein shall require the Department to give their approval or to reimburse the Contractor for unapproved expenditures.
6. All invoices submitted by the Contractor must be submitted with the Department's **Reimbursement Claim Form** and include the information listed below. The entire invoice (including all items listed in A and B below) must be submitted to the Department in triplicate.

A. Reimbursement Claim Form

The contractor shall use the Reimbursement Claim Form provided by the Department to describe equipment purchases or expenses incurred from classes taught. Each request for reimbursement must be listed on the claim form and match its corresponding line item number on the Contractor's Budget Page(s).

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Proof of payment to the vendor must accompany requests for reimbursement for items below.

B. Additional Documentation

1. **Equipment – Reimbursement Payment Request**
Reimbursement requests for Equipment purchased must be accompanied by the manufacturer/dealer invoices.
2. **Scholarship – Reimbursement Payment Request**
Scholarship invoices shall include the names and addresses of participants when available. If the names and addresses of the students cannot be released, the contractor shall request alternate submittal instructions from the Department. This may include but is not limited to submitting the course name and group along with a contact person's (i.e., teacher name, troupe leader, youth director, etc.) name, address, and phone number to verify attendance and completion of class to verify scholarship request.
3. **Instructor Training – Reimbursement Payment Request**
Reimbursement requests for instructor training shall include receipts from the organization teaching the course showing the type of course, the individual(s) name trained, date conducted, and cost.
4. **National Safe Boating Week –**
Reimbursement requests for National Safe Boating Week shall be accompanied by a completed Department supplied event report form by June 30, 2012.
7. The Contractor shall provide a minimum of 30 boating safety education courses each year.
8. Teaching boating safety for a fee, or offsetting that cost by using scholarship funds, is considered to be carrying passengers for hire or for consideration. The contractor shall comply with both federal requirements (Title 46 United States Code and specified in Titles 33 and 46 Code of Federal Regulations) and state requirements (Harbor and Navigation Code, Chapter 5, Article 3; California Code of Regulations, Title 14, Article 7) for for-hire vessel operation and will comply with those licensing requirements when applicable before utilizing any equipment or scholarship funding associated with this contract.
9. The Contractor shall send a representative to all days of one Aquatic Center Directors' Meeting annually during the term of the contract. Should the

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Contractor or representative be unable to attend the meeting, the Contractor must forward a letter to the Department stating the reason why they cannot attend and commit to attend the next meeting. Unless the Department grants approval in writing, the Contractor shall be in breach of this contract for failure to attend. Nothing herein shall require the Department to give their approval.

10. The Contractor shall submit annual reports to the Department due no later than December 1st each year of the contract term which shall include program activities and enhancements, the number and demographics of the population served by the Contractor's program during the previous calendar year, photographs or pictures on a computer disc from the year's activities, equipment inventory of items on the Department's Inventory Form purchased with grant money if applicable, and suggested changes and recommendations for improvements to the Aquatic Grants Program. The Annual Report Template will be available on the Department's website by November 30th each year.

Paragraphs 11-17 apply to any equipment purchased under this agreement:

11. All property purchased with funds from the contract shall be the property of the State Department of Boating and Waterways for the entire term of the contract. Legal ownership of any craft purchased under this contract shall be vested in the name of the State, and any craft or trailer purchased shall be registered with the Department of Motor Vehicles in accordance with State law.
12. The Contractor shall be responsible for the costs of operating and maintaining grant-funded vessels; the Department is not liable for such costs. The Contractor shall repair or replace any equipment purchased under this contract if lost, stolen, or damaged.
13. The Contractor shall perform and document a physical inventory of all equipment purchased under this contract and reconcile the inventory with the property records at least annually to verify the existence, current utilization, and continued need for the equipment. The Contractor shall keep complete and accurate records of all expenditure pertaining to the purchase of additional equipment and the operation and maintenance of grant-funded vessels; such records shall be available and open to the Department at all reasonable times for inspection and audit by any authorized representative of the Department.
14. Property records shall be maintained by the Contractor and provided on the Department's Inventory Form that accurately provides: a description of the property, manufacturer, serial number or other identification number, property location and condition.
15. The Contractor shall request disposition instructions from the Department for equipment no longer needed in the safety program.

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16. When purchasing equipment, the Contractor shall ensure that adequate competition has been sought by taking the following steps:
- a. The Contractor shall openly seek estimates for equipment.
 - b. All estimates should be submitted in writing. If a written estimate is not possible, the contractor shall document any verbal estimate.
 - c. The Contractor shall make every effort to ensure that three (3) estimates are received prior to the purchase of said equipment. If three (3) estimates are not received, the Contractor shall fully document why three (3) estimates could not be received. All estimates or documentation shall be retained by the Contractor. The contractor shall maintain such records for possible audit for a minimum of three (3) years after the final payment.
 - d. Should a certified small business submit an estimate, the business can claim a preference of five (5) percent when submitting as compared to the lowest responsible proposer who is not a certified small business. (Certified small business is defined as a business certified by the Office of Small Business and DVBE Services)

17. The Contractor understands that equipment purchased with funds granted under this Agreement shall be used by students officially enrolled in the courses of instruction taught or provided by Contractor.

The Contractor shall ensure that if making equipment purchased in accordance with this contract available for rent or for any other special use, that all renters and or users for special use of equipment have either 1) successfully completed the boating safety course for that type of equipment through the Contractor's organization, or 2) demonstrated knowledge of applicable boating navigational rules and laws and demonstrate practical handling of specific craft being rented before taking it on the water. The Contractor shall require the renter to sign a waiver stating that they have complied with these requirements.

All proceeds from the renting of equipment purchased in this contract shall stay vested within this program to enhance boating safety education.

18. The Department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor shall maintain such records for possible audit for a minimum of 15 years from the commencement of this contract.

The contractor shall keep a record of all paperwork connected with this agreement including, but not limited to, request for changes to the budget page, invoices from manufacturers or dealers for equipment purchased, requests for reimbursement and payments received from the Department regarding those requests.

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19. The State shall have the right to terminate this contract for any reason subject to thirty (30) days written notice to the Contractor. The Contractor may submit a written request to terminate this contract only if the State substantially fails to perform its responsibilities as provided herein and said finding has been made by the Officer designated to hear any underlying disputes between the parties. In the event the contract is terminated prior to the expiration of the full term of the contract, ownership of all property purchased with funds from the contract shall remain vested in the State.
20. Subject to available funding and satisfactory performance, the Department shall have the option of extending the term of this contract, revising the term and expenditure dates of the contract, if needed, to correspond to this change. At the Department's request, the Contractor shall submit a new proposal, which shall be evaluated by the Department. If the proposal is satisfactory, the Department may award the Contractor additional funds. The new proposal provided by the Contractor shall be incorporated as an Amendment and Exhibit and all reimbursements shall be in accordance with that new Amendment and Exhibit. All other terms and conditions listed herein shall remain unchanged.
21. Release of Copyrighted Material Pursuant to Public Records Act Request

Any and all information, writings, reports, maps or materials generated or produced pursuant to this contract, whether in electronic, written, or any other format, are subject to disclosure by the department pursuant to the requirements of the California Public Records Act (PRA), Government Code section 6250 et seq., notwithstanding any copyright claims that may attach to such information, writings, reports, maps or materials. Any disclosure of such copyrighted material by the department pursuant to the PRA shall not give the person or persons receiving such copyrighted information, license to violate the copyright, and any PRA requester who receives copyrighted material pursuant to PRA disclosure by the Department shall be informed of that fact. Contractor understands and agrees that it shall not be entitled to any additional compensation from the department if any of the information, writings, reports, maps or materials generated or produced pursuant to this contract, whether in electronic, written, or any other format, are released by the department pursuant to a demand for such information pursuant to the PRA.

Contractor hereby indemnifies and holds the Department harmless for any and all violations of copyright perpetrated by any persons who receive such copyrighted information, writings, reports, maps or materials generated or produced pursuant to this contract, whether in electronic, written, or any other format, that is released by the department pursuant to a demand for such information pursuant to the PRA."

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INSURANCE REQUIREMENTS

22. General Insurance Requirements Applying to All Policies

- a. Coverage Term – Coverage shall continuously be in force and effect for the term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance shall still comply with the original terms of the contract.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage shall not be cancelled without 30 days prior written notice to the State. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required by the Department.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate any of the contractor's obligations under the contract.

23. Additional Insurance Requirements

a. Commercial General Liability

The Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations,

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independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractors limit of liability.

b. Endorsement

All policies or letters of self insurance shall include the following clause:

The California Department of Boating and Waterways and the State of California, its officers, agents, employees, and servants are named as additional insureds.

This endorsement shall be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

Any proposed change in this status shall be reported to the Department prior to the change and may result in restrictions being imposed on the usage of the monies or equipment.

c. Vessel Insurance

The Contractor shall produce evidence of necessary insurance for all vessels bought with the grant money and all vessels used in boating programs funded by grant money.

d. Automobile Liability

If automobiles are used in the transportation of vessels or people involved in aquatic programs then the following coverage is required:

Contractor shall maintain motor vehicle liability with limits required by State and Federal statute but shall not be less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

e. Watercraft Liability

Contractor shall maintain watercraft liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of the maintenance and use of any watercraft.

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f. Workers Compensation and Employers Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

24. Self Insurance

Contractor shall provide documentary evidence of self insurance. The State reserves the right to request financial information which Contractor shall provide upon request.

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1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: The Grantee waives all claims and recourses against the Department, including the right to contribution for any losses or damages arising from, growing out of, or in any way connected with or incident to this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the

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State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

11. CERTIFICATION CLAUSES: Attached as Exhibit D "Contractor Certification Clauses – 307".

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

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

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

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

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

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

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

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

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

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

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

EXHIBIT D

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT E – DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1.


Initials

We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2.

Initials

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3.

Initials
+ certification
below

We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Proposer/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

PROPOSAL AND SERVICE AGREEMENT

SimplexGrinnell SR #	Salesperson: Ruthy Acevedo/Sergio Vargas	Date: 3/14/2012
Customer: Coast Community College District 1370 Adams Ave Costa Mesa CA, 92626 ATTN: Sheri Crowe (949) 645-9412 sheri@occsailing.com	Job Location: M/V Nordic Start Customer P.O. #	

SimplexGrinnell ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

SCOPE OF WORK: ☒

Perform fire extinguisher service and maintenance to OCC Sailing facility and vessels.

Invoice will vary depending of work to be conducted.

Hourly rate: \$119.00

Service call rate: \$150.00

Exclusions: Prevailing wage, union labor, certified payroll.

☒ **Time and Material**

Payment NET 10 ☐ NET 30 ☒ C.O.D. ☐

DEPOSIT: \$

☒ Time and Material ☐ Price Not to Exceed \$ _____ ☐ Fixed Price of \$ _____ BALANCE DUE: \$

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Coast Community College District
Customer

By: _____
Authorized Signature

Name:
Title:

SIMPLEXGRINNELL LP

By:  3/14/12
Name: Ruthy Acevedo
Title: Suppression Manager

Attachment 6

TERMS AND CONDITIONS

1. **Payment.** Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: 1) the limit price quoted, or 2) the actual cumulative billing based on the aforementioned prevailing rate. Unless otherwise agreed in writing between the parties, Customer shall pay Company within thirty (30) days of the date of this Agreement. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Company shall have the right, at Company's sole discretion, to stop performing any Services if Customer fails to make any payment when due, until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to federal, state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detector avert occurrences or the consequences therefrom that the equipment or service was designed to detector avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and

material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer, for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered device or other system equipment, which is attached to the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such equipment promptly upon notice from Company, failure of repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION THIRD PARTY DEVICE OR EQUIPMENT TO THE COVERED SYSTEM(S) AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERNATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY**

DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. **Customer Responsibilities.** Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer further agrees

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. **Repair Services (if Selected by Customer).** Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company may submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

10. **System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to, smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s) cause in whole or in part by such device or equipment.

11. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's current Report form, which shall be given to Customer, and, where applicable, Company may submit a

TERMS AND CONDITIONS

copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are operational at the time of inspection. Final responsibility for the condition and operation of the Covered System(s), equipment and components lies with Customer.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by

OSHA,

- Risk of infectious disease,

- Need for air monitoring, respiratory protection, or other medical risk,

- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

15. Indemnity. Customer agrees to indemnify, hold harmless, and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death,

property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select outside counsel to represent it in any such action.

16. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customers general liability and auto liability policies.

17. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, it required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customers premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

19. Force Majeure. Company shall not be responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

20. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

21. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

22. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 % per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

23. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

24. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

25. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

26. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

27. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

28. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)518-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act NY licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.



1 HA55D-37M1
2 Lower Newport Bay
(OCC School of Sailing and Seamanship)

3
4
5 FIRST AMENDMENT TO LEASE

6 THIS FIRST AMENDMENT TO LEASE ("**First Amendment**") is made _____, 2012,
7 by and between the County of Orange, a political subdivision of the State of California ("**COUNTY**") and
8 Coast Community College District, a public agency ("**TENANT**"), without regard to number and gender.
The COUNTY and TENANT are sometimes referred to herein individually as a "**Party**" or collectively as
the "**Parties**."

9 RECITALS

10 **WHEREAS**, on May 15, 2007, COUNTY and TENANT entered into a new 30-year rent-free
11 lease to facilitate the \$3.5M renovation of the Orange Coast College School of Sailing and Seamanship
located on COUNTY tidelands in Lower Newport Bay; and

12 **WHEREAS**, the School of Sailing and Seamanship is operated by Orange Coast College
13 ("**OCC**") and is dedicated to providing marine-related education and recreation programs to the public;
and

14 **WHEREAS**, the School of Sailing and Seamanship has acquired the Nordic Star, a 92-foot
15 expedition yacht, for use in its Professional Mariner Program that trains students for marine industry
careers; and

16 **WHEREAS**, to help offset the cost of operating and maintaining the Nordic Star, TENANT
17 requests permission to operate commercial boat charters on the Nordic Star for activities such as
harbor cruises, weddings, Catalina trips, etc.; and

18 **WHEREAS**, Section 5.C.2 of the Lease prohibits commercial boat charters from operating from
19 the Premises; and

20 **WHEREAS**, the COUNTY is willing to permit the use of the Nordic Star for commercial boat
21 charters to offset the operation and maintenance costs of the Nordic Star or the Professional Mariner
Program.

22 NOW, THEREFORE, in consideration of the above, the Parties hereto mutually agree to the following
terms and conditions:

- 23 I. All references in the Lease to the Director of HBP are hereby replaced and supplanted by the
24 "**Director of OC Parks**" which shall mean and refer to the Director, Orange County Parks, OC
25 Community Resources, County of Orange, or designee, or upon written notice to Tenant, such
26 other person or entity as shall be designated by the Board of Supervisors.

1 II. Notwithstanding the general prohibition on commercial boat charters as stated in Section 5.C.2
2 of the Lease, TENANT shall be permitted to operate commercial boat charters originating from
the Premises on the vessel currently known as the Nordic Star subject to the following.

- 3 a. The commercial boat charters employing the Nordic Star shall be conducted solely to
4 benefit OCC's Professional Mariner Program or similar type education program. All
5 proceeds from the commercial boat charters shall be used to fund the maintenance
6 and operation of the Nordic Star or to fund the Professional Mariner Program.
- 7 b. In the event the use of the Nordic Star is not fulfilling the above requirements,
8 COUNTY retains the right to demand TENANT pay a percentage rent to COUNTY
9 on commercial boat charter revenues. The percentage rent shall be established by
the Director of OC Parks.
- 10 c. Any modification to the use of the Nordic Star by TENANT shall be subject to prior
11 written approval of the Director of OC Parks.
- 12 d. TENANT acknowledges that the permission for commercial boat charters employing
13 the Nordic Star shall only remain in effect until December 31, 2019. Any further
14 permission shall be subject to approval by COUNTY's Board of Supervisors.

15 III. All other terms of the Lease to remain the same.

16 //

17 //

18 //

1 IN WITNESS WHEREOF, the Parties have executed this First Amendment the day and year first above
2 written.

3 TENANT

4 Coast Community College District

5 APPROVED AS TO FORM
6 COUNTY COUNSEL

By _____
President, Board of Trustees

7 By _____

By _____
Vice Chancellor of Administrative Services

8 Dated _____

9
10 SIGNED AND CERTIFIED THAT A COPY OF
11 THIS DOCUMENT HAS BEEN DELIVERED
12 TO THE CHAIRMAN OF THE BOARD PER
G.C. SECTION 25103, RESOLUTION 79-1535

COUNTY

County of Orange

13 ATTEST:

By _____
Chair, Board of Supervisors

14 _____
Susan Novak

15 Clerk of the Board of Supervisors
16 Orange County, California
17
18
19
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**COAST COMMUNITY COLLEGE DISTRICT
INTERIM EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Coast Community College District (“District”) and Raine Hambly (“Administrator”) hereby enter into this Interim Educational Administrator Employment Agreement (“Agreement”). District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”
2. **Position.** The District hereby employs Administrator as Interim Director, Career Services.
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform the duties, and accepts the responsibilities, of the position which may be delegated or assigned to Administrator by the Chancellor or the Board of Trustees.
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing on 07/01/12, and ending on the day prior to the commencement of employment of the successor to this position, or on 06/30/13, whichever is earlier. This Agreement is not subject to automatic renewal pursuant to subsection “c” of Section 72411 of the *Education Code*.
6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 26, Step 5 (currently \$97,667), plus longevity pay of \$ 0 under Board Policy 7884, payable in equal monthly payments. Salary for a service period less than the full academic year shall be paid on a prorated basis, based on the number of work days worked, pursuant to there being 241 work days in a year. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
7. **Health and Welfare Benefits.** District shall provide Administrator with all health and welfare benefits that are granted to other District administrators.
8. **Expenses.** District shall reimburse Administrator for expenses incurred while performing official duties, pursuant to law and District policy.
9. **Evaluation.** Administrator shall be evaluated during the term of this Agreement, following procedures determined by the Chancellor and the Board of Trustees.
10. **Termination of Agreement.** The Agreement may be terminated by either Party without cause by providing the other Party with 30 days written notice.

Attachment 8

11. **Prior Position.** If Administrator was employed by the District immediately prior to the commencement of this Agreement, then Administrator shall return to the prior position, upon termination or expiration of this Agreement.

12. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

13. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

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

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

President, Board of Trustees

Date

Administrator

Date

First Amendment to Contract for Consulting Services

The Contract for Consulting Services ("Contract"), executed on November 18, 2010 between the Coast Community College District ("District") and Townsend Public Affairs, Inc. ("Townsend"), is hereby amended as follows:

1. Section 1 of the Contract is amended to extend the term of the Contract to June 30, 2013.

2. Section 15 is changed as follows:


Notice. Notice and written communications sent by one Party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To District: Coast Community College District
Jack P. Lipton, Ph.D., Esq.
General Counsel, Coast Community College District
Burke, Williams & Sorensen, LLP
1851 E. First Street, Suite 1550
Santa Ana, CA 92705

To Townsend: Townsend Public Affairs, Inc.
Att: Christopher Townsend, President
2699 White Road, Suite 251
Irvine, California 92614

3. All other provisions of the Contract remain unchanged.

TOWNSEND PUBLIC AFFAIRS, INC, COAST COMMUNITY COLLEGE DISTRICT

By: 
Christopher J. Townsend
President

By: _____
Jim Moreno
Board President

Date: 4/26/12

Date: _____



COAST COMMUNITY COLLEGE DISTRICT
Agreement for Contracted Education Services

This Agreement for Contracted Education Services ("Agreement") is entered into as indicated on the signature lines below, by and between the Coast Community College District (Coastline Community College), located in Costa Mesa, CA (hereafter referred as "District-CCC"), Beijing Tourism Professional School (BTPS) located in Beijing China, Beijing, Mycareer Education Consulting Co., Ltd. (Mycareer), located in Beijing, China and United Education Alliance, LLC, (UEA) located in Costa Mesa, CA.

District-CCC, BTPS, Mycareer, UEA are referred herein individually as "Party" and collectively as "Parties".

WHEREAS the District, pursuant to Ed Code 78021, may establish contract education programs within or outside the State of California by agreement with a public or private agency, corporation, association, or any other person or body to provide specific educational or training to meet the specific needs of these bodies, and

WHEREAS, the parties agree to provide an Early College Program, herein referred to as ECP, providing educational programs and services to high school students while in their native country; and

WHEREAS the District has developed an international higher education program, known as Education Bound United States ("CCC-EBUS"), for eligible students to enroll and earn college credits while in high school in their home country; and

WHEREAS, BTPS eligible students, during their three years in high school, will concurrently enroll in their high school courses in meeting BTPS diploma requirements, take English language training and student success workshops, and enroll in up to 25 college credits provided by CCC-EBUS.

1. District-CCC, BTPS, Mycareer and UEA agree as follows:

- a. The term of this Agreement shall become effective on May 3, 2012, and shall remain in effect through June 30, 2015. The Agreement can be extended for a period not to exceed an additional three years with at least 90 days advance written notice, and only by mutual written consent of all Parties and approval of their respective governing boards.
- b. The Parties may request additional services through an amendment to this Agreement should the Parties agree such is feasible.
- c. Student admission to the CCC-EBUS shall be determined by criteria set by District-CCC.

Attachment 10

- d. CCC-EBUS credit courses will be delivered through face-to-face instruction, online, video-conference, or a combination of the above. The modality of instructional delivery for courses offered will be determined by student enrollment number and Parties. When student enrollment number does not warrant full time instructors residing in China for face-to-face instruction, online and hybrid mode of instruction will be utilized until enrollment number is sufficient for face-to-face instruction.
- e. The Parties agree that a minimum of 90 students is required to offer a credit course. If the minimum enrollment is not reached, District-CCC shall charge the fees according to 90 student enrollments.
- f. Requests for course offerings shall be made in writing and sent to District-CCC 90 days before class start date.
- g. The Parties agree that courses offered for credit pursuant to this Agreement will remain under the sole and direct control of District-CCC which exercises ultimate and continuing responsibility for the courses, and that the courses meet the usual standards of the College.

2. Fees and Payment

- a. The District-CCC shall be paid \$275 per credit hour per student enrolled for a minimum of 90 enrollments per course.
- b. The District-CCC shall invoice for 25% of the total cost for a minimum of 90 student enrollments 30 days prior to the start of classes, and the remaining 75% of the total cost 14 days after the start date of classes upon complete account of all registrations. (Student will not be admitted after first week of instruction.).
- c. Additional services and costs, as mutually agreed upon by the Parties through an amendment to the Agreement, will be subject to invoicing for the full cost of the services on the start date of agreed-upon programs and services.
- d. Each invoice submitted by DISTRICT-CCC is due and payable by UEA in full 15 days from receipt of the invoice by UEA. All payments shall be made in U.S. dollars.
- e. Cancellation of class requests shall be made in writing not less than 90 days prior to start of class to avoid a cancellation fee.
- f. Cancellation of class requests received between 60 and 89 days prior to start of class shall be subject to a cancellation fee of \$15,000.
- g. Cancellation of class requests received less than 30 days of class start date shall be subject to a cancellation fee in the amount of \$22,275.
- h. Parties agrees to contribute equally (\$2,500 each) toward annual program evaluation conducted by California State University C-REAL of College of Education.

/ ----- End of Page -----

3. District-CCC Obligations:

- a. District-CCC shall establish the standards required for student eligibility, facility, equipment, and technology infrastructures requirements for the credit courses.
- b. District-CCC shall serve as the credit granting institution for the District-CCC ECP.
- c. District-CCC shall make admission determinations.
- d. District-CCC shall maintain all student and attendance records related to credit courses offered for the ECP.
- e. District-CCC shall hire the instructors for all college credit courses.
- f. District-CCC shall provide college level counseling for all CCC-EBUS students.
- g. District-CCC shall conduct evaluations of college faculty and counselors
- h. District-CCC shall determine the college-level course offerings in consultation with UEA.
- i. District-CCC shall provide documentation demonstrating existing transfer and articulation agreements between the District and private universities, California University and University of California School Systems, and/or any other additional transfer and admission agreements to demonstrate transferability of courses offered for ECP.
- j. District-CCC shall maintain all students records for students admitted to CCC-EBUS to include student attendance records and teacher time spent in instruction.

4. BTPS Obligations

- a. BTPS shall be responsible for identifying potential students for the ECP by conducting initial assessment of scholastic aptitude and English proficiency.
- b. BTPS shall provide all required classroom, computer and science labs, equipments, technology infrastructure according to District-CCC standards.
- c. BTPS shall provide acceptable lodging/housing, food service, and office space for all District-CCC's visiting and resident faculty and staff.
- d. BTPS agrees that courses offered for credit pursuant to this Agreement will remain under the sole and direct control of Coastline Community College which exercises ultimate and continuing responsibility for the courses, and that the courses meet the usual standards of the College.
- e. BTPS shall not offer other college credit programs without consent and consultation with District-CCC, Mycareer, and UEA.
- f. BTPS shall maintain accurate enrollment records of their high school students and provide registration reports to Parties.
- g. BTPS shall not provide directions to District-CCC faculty regarding class curriculum, content, pedagogy, assignments, and class schedules.

/ ----- End of Page -----

5. Mycareer Obligations

- a. Mycareer shall be responsible for marketing and recruitment for ECP.
- b. Mycareer shall be responsible for identifying potential students for the ECP programs and meeting enrollment requirements.
- c. Mycareer shall in conjunction with District-CCC, develop marketing materials in print and alternate media forms, for use in promoting the BTPS ECP to potential students. District-CCC and UEA shall approve all promotional and/or marketing materials prior to any materials being published, presented or distributed.
- d. Mycareer shall provide English language classes, excluding CCC-EBUS college credit courses, to ECP students.
- e. Mycareer shall provide tutoring services for ECP students to promote student success.
- f. Mycareer shall provide other student support services to promote student success.
- g. Mycareer shall provide teaching assistants, when requested and as approved by District-CCC, for CCC-EBUS college classes to promote and support student success.
- h. Mycareer shall coordinate ECP site activities related to operation, schedules, facilities, receiving and distribution of textbooks, and other logistical and administrative activities.
- i. Mycareer shall be responsible for the coordination of District-CCC faculty travels, housing, language support, support services, and documentations.
- j. Mycareer shall be responsible for communications with parents related to ECP.
- k. Mycareer shall be responsible for communications with UEA regarding all relevant areas of ECP.

6. UEA Obligations

- a. UEA shall serve as program manager and coordinator for the ECP.
- b. UEA shall convene District-CCC and BTPS Coordination Team and conduct regular meetings to discuss program plans, operational guidelines, processes, progress, concerns, and other areas pertinent to the success of the program.
- c. UEA shall collaborate with Mycareer and communicate with District-CCC's program liaison regarding college level course offerings requests.
- d. UEA shall be responsible for timely payments of fees to District-CCC as prescribed in the Agreement.
- e. UEA shall be responsible for one roundtrip airfare for faculty and staff who have two consecutive semester assignments during each program year.
- f. UEA shall coordinate reimbursement of airfares for District-CCC's visiting and teaching faculty and staff.
- g. UEA shall be responsible for all on time book orders, purchases, shipment, and delivery according to the needs of the ECP and CCC-EBUS
- h. UEA shall be responsible for providing professional development and training for ECP high school teachers and program staff.

- i. UEA shall be responsible for ECP workshops focusing on student and program success.
- j. UEA shall be responsible for BTPS ECP English curriculum (excluding CCC-EBUS college credit classes).
- k. UEA shall be responsible for BTPS ECP student development activities and programs.
- l. UEA shall be responsible for providing high school student records to District-CCC.
- m. UEA shall provide assistance to students regarding students' future transitions to college or study abroad.
- n. UEA shall be responsible for disclosing to other parties BTPS tuition and service fee schedules.

7. Indemnity

BTPS, Mycareer and UEA agree, to the fullest extent permitted by the law, to indemnify and hold harmless District-CCC, its trustees, agents, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by BTPS's, Mycareer and UEA's performance of services under this Agreement, or its breach of the terms of this Agreement, or any acts in connection with or related to the Program, or any actions of BTPS, Mycareer, UEA, or anyone for whom BTPS, Mycareer and UEA are legally liable.

8. Entire Agreement

This Agreement supersedes all prior agreements, either oral or written between the Parties with respect to the subject of this Agreement. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party which is not embodied herein except for the separate concurrent Agreement between BTPS, Mycareer, UEA and District-CCC. All amendments or modifications to this Agreement shall be in writing and signed by both Parties before such shall take effect.

- 9. BTPS, Mycareer and UEA shall, no less than 30 days in advance, communicate with the assigned District-CCC administrator any changes to the scheduled time, location or scope of the courses offer agreed upon by Parties.
- 10. The Parties may terminate this Agreement, with or without cause, upon 120 days written notice to the other Party. In the event of such termination, the Parties shall pay District-CCC the value of its services completed as of the date of termination, and the Parties' obligations to District-CCC upon such termination shall be fulfilled by payment of such value. If a program semester is currently in progress at such time that notice is served, the Parties shall act in good faith to continue to provide all services and training for the duration of the semester.

11. Choice of Law and Venue. This Agreement is to be governed by and interpreted in accordance with the laws of the State of California. All actions arising out of, or relating to this Agreement, including, but not limited, to any claims for breach, interpretation, cancellation or specific performance of this Agreement, or for any tort claims relating to this Agreement, shall be brought exclusively within the Superior Courts in the County of Orange.
12. All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To District-CCC: Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708
Attn: Joycelyn Groot

With a copy to: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Vice Chancellor, Finance and Administrative
Services

To BTPS: Beijing Tourism Professional School (BTPS)
74 Xishiku St., Xicheng Dt., Beijing 100034 China
Attn: Ying Su, Vice President

To Mycareer: Beijing Mycareer Education Consulting Co., Ltd.
(Mycareer)
12 Zhongguancun S St., Haidian Dt., Beijing China
Attn: Hongyan Wu

To UEA: United Education Alliance, LLC
600 Anton Blvd, Costa Mesa, CA 92626
Attn: Linda Newell

and/or such other persons or places as either of the Parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

/ ----- End of Page -----

13. Each individual executing this Agreement on behalf of the Parties represent and warrant that he/she is duly authorized to execute this Agreement on behalf of their respective party and that this Agreement is binding thereto.

Coast Community College District

Beijing Tourism Professional School

Signature

Signature

Printed Name

Printed Name

President, Board of Trustees

Title

Date

Date

Beijing Mycareer Education Consulting Co., Ltd.

United Education Alliance, LLC

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



COAST COMMUNITY COLLEGE DISTRICT
Agreement for Contracted Education Services

This Agreement for Contracted Education Services ("Agreement") is entered into as indicated on the signature lines below, by and between the Coast Community College District (Coastline Community College), located in Costa Mesa, CA (hereafter referred as "District-CCC"), Beijing Mingde High School (Mingde) located in Beijing China, Mycareer Education Consulting Co., Ltd. (Mycareer), located in Beijing, China, and United Education Alliance, LLC, (UEA) located in Costa Mesa, CA.

District-CCC, Mingde, Mycareer, UEA are referred herein individually as "Party" and collectively as "Parties".

WHEREAS the District, pursuant to Ed Code 78021, may establish contract education programs within or outside the State of California by agreement with a public or private agency, corporation, association, or any other person or body to provide specific educational or training to meet the specific needs of these bodies, and

WHEREAS, the Parties agree to provide an Early College Program, herein referred to as ECP, providing educational programs and services to high school students while in their native country; and

WHEREAS the District has developed an international higher education program, known as Education Bound United States ("CCC-EBUS"), for eligible students to enroll and earn college credits while in high school in their home country; and

WHEREAS, Mingde eligible students, during their three years in high school, will concurrently enroll in their high school courses in meeting Mingde diploma requirements, take English language training and student success workshops, and enroll in up to 25 college credits provided by CCC-EBUS.

1. District-CCC, Mingde, Mycareer and UEA agree as follows:

- a. The term of this Agreement shall become effective on May 3, 2012, and shall remain in effect through June 30, 2015. The Agreement can be extended for a period not to exceed an additional three years with at least 90 days advance written notice, and only by mutual written consent of all Parties and approval of their respective governing boards.
- b. The Parties may request additional services through an amendment to this Agreement should the parties agree such is feasible.
- c. Student admission to the CCC-EBUS shall be determined by criteria set by District-CCC.

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Attachment 11

- d. CCC-EBUS credit courses will be delivered through face-to-face instruction, online, video-conference, or a combination of the above. The modality of instructional delivery for courses offered will be determined by student enrollment number and Parties. When student enrollment number does not warrant full time instructors residing in China for face-to-face instruction, online and hybrid mode of instruction will be utilized until enrollment number is sufficient for face-to-face instruction.
- e. The Parties agree that a minimum of 90 students is required to offer a credit course. If the minimum enrollment is not reached, District-CCC shall charge the fees according to 90 student enrollments.
- f. Requests for course offerings shall be made in writing and sent to District-CCC 90 days before class start date.
- g. The Parties agree that courses offered for credit pursuant to this Agreement will remain under the sole and direct control of District-CCC which exercises ultimate and continuing responsibility for the courses, and that the courses meet the usual standards of the College.

2. Fees and Payment

- a. The District-CCC shall be paid \$275 per credit hour per student enrolled for a minimum of 90 enrollments per course.
- b. The District-CCC shall invoice for 25% of the total cost for a minimum of 90 student enrollments 30 days prior to the start of classes, and the remaining 75% of the total cost 14 days after the start date of classes upon complete account of all registrations. (Student will not be admitted after first week of instruction.).
- c. Additional services and costs, as mutually agreed upon by the Parties through an amendment to the Agreement, will be subject to invoicing for the full cost of the services on the start date of agreed-upon programs and services.
- d. Each invoice submitted by DISTRICT-CCC is due and payable by UEA in full 15 days from receipt of the invoice by UEA. All payments shall be made in U.S. dollars.
- e. Cancellation of class requests shall be made in writing not less than 90 days prior to start of class to avoid a cancellation fee.
- f. Cancellation of class requests received between 60 and 89 days prior to start of class shall be subject to a cancellation fee of \$15,000.
- g. Cancellation of class requests received less than 30 days of class start date shall be subject to a cancellation fee in the amount of \$22,275.
- h. Parties agrees to contribute equally (\$2,500 each) toward annual program evaluation conducted by California State University C-REAL of College of Education.

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3. District-CCC Obligations:

- a. District-CCC shall establish the standards required for student eligibility, facility, equipment, and technology infrastructures requirements for the credit courses.
- b. District-CCC shall serve as the credit granting institution for the District-CCC ECP.
- c. District-CCC shall make admission determinations.
- d. District-CCC shall maintain all student and attendance records related to credit courses offered for the ECP.
- e. District-CCC shall hire the instructors for all college credit courses.
- f. District-CCC shall provide college level counseling for all CCC-EBUS students.
- g. District-CCC shall conduct evaluations of college faculty and counselors
- h. District-CCC shall determine the college-level course offerings in consultation with UEA.
- i. District-CCC shall provide documentation demonstrating existing transfer and articulation agreements between the District and private universities, California University and University of California School Systems, and/or any other additional transfer and admission agreements to demonstrate transferability of courses offered for ECP.
- j. District-CCC shall maintain all students records for students admitted to CCC-EBUS to include student attendance records and teacher time spent in instruction.

4. Mingde Obligations

- a. Mingde shall be responsible for identifying potential students for the ECP by conducting initial assessment of scholastic aptitude and English proficiency.
- b. Mindge shall provide all required classroom, computer and science labs, equipments, technology infrastructure according to District-CCC standards.
- c. Mingde shall provide acceptable lodging/housing, food service, and office space for all District-CCC's visiting and resident faculty and staff.
- d. Mingde agrees that courses offered for credit pursuant to this Agreement will remain under the sole and direct control of Coastline Community College which exercises ultimate and continuing responsibility for the courses, and that the courses meet the usual standards of the College.
- e. Mingde shall not offer other college credit programs without consent and consultation with District-CCC, Mycareer, and UEA.
- f. Mingde shall maintain accurate enrollment records of their high school students and provide registration reports to Parties.
- g. Mingde shall not provide directions to District-CCC faculty regarding class curriculum, content, pedagogy, assignments, and class schedules.

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5. Mycareer Obligations

- a. Mycareer shall be responsible for marketing and recruitment for ECP.
- b. Mycareer shall be responsible for identifying potential students for the ECP and meeting enrollment requirements.
- c. Mycareer shall in conjunction with District-CCC, develop marketing materials in print and alternate media forms, for use in promoting the Mingde ECP to potential students. District-CCC and UEA shall approve all promotional and/or marketing materials prior to any materials being published, presented or distributed.
- d. Mycareer shall provide English language classes, excluding CCC-EBUS college credit courses, to ECP students.
- e. Mycareer shall provide tutoring services for ECP students to promote student success.
- f. Mycareer shall provide other student support services to promote student success.
- g. Mycareer shall provide teaching assistants, when requested and as approved by District-CCC, for CCC-EBUS college classes to promote and support student success.
- h. Mycareer shall coordinate ECP site activities related to operation, schedules, facilities, receiving and distribution of textbooks, and other logistical and administrative activities.
- i. Mycareer shall be responsible for the coordination of District-CCC faculty travels, housing, language support, support services, and documentations.
- j. Mycareer shall be responsible for communications with parents related to ECP.
- k. Mycareer shall be responsible for communications with UEA regarding all relevant areas of ECP.

6. UEA Obligations

- a. UEA shall serve as program manager and coordinator for the ECP.
- b. UEA shall convene District-CCC and MINGDE Coordination Team and conduct regular meetings to discuss program plans, operational guidelines, processes, progress, concerns, and other areas pertinent to the success of the program.
- c. UEA shall collaborate with Mycareer and communicate with District-CCC's program liaison regarding college level course offerings requests.
- d. UEA shall be responsible for timely payments of fees to District-CCC as prescribed in the Agreement.
- e. UEA shall be responsible for one roundtrip airfare for faculty and staff who have two consecutive semester assignments during each program year.
- f. UEA shall coordinate reimbursement of airfares for District-CCC's visiting and teaching faculty and staff.
- g. UEA shall be responsible for all on time book orders, purchases, shipment, and delivery according to the needs of the ECP and CCC-EBUS.
- h. UEA shall be responsible for providing professional development and training for ECP high school teachers and program staff.
- i. UEA shall be responsible for ECP workshops focusing on student and program success.

- j. UEA shall be responsible for Mingde ECP English curriculum (excluding CCC-EBUS college credit classes).
- k. UEA shall be responsible for Mingde ECP student development activities and programs.
- l. UEA shall be responsible for providing high school student records to District-CCC.
- m. UEA shall provide assistance to students regarding students' future transitions to college or study abroad.
- n. UEA shall be responsible for disclosing to other parties the Mingde tuition and service fee schedules.

7. Indemnity

- a. Mingde, Mycareer and UEA agree, to the fullest extent permitted by the law, to indemnify and hold harmless District-CCC, its trustees, agents, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Mingde's, Mycareer and UEA's performance of services under this Agreement, or its breach of the terms of this Agreement, or any acts in connection with or related to the Program, or any actions of Mingde, Mycareer, UEA, or anyone for whom Mingde, Mycareer and UEA are legally liable.

8. Entire Agreement

This Agreement supersedes all prior agreements, either oral or written between the Parties with respect to the subject of this Agreement. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party which is not embodied herein except for the separate concurrent Agreement between Mingde, Mycareer, UEA and District-CCC. All amendments or modifications to this Agreement shall be in writing and signed by both Parties before such shall take effect.

- 9. Mingde, Mycareer and UEA shall, no less than 30 days in advance, communicate with the assigned District-CCC administrator any changes to the scheduled time, location or scope of the courses offer agreed upon by Parties.
- 10. The Parties may terminate this Agreement, with or without cause, upon 120 days written notice to the other Party. In the event of such termination, the Parties shall pay District-CCC the value of its services completed as of the date of termination, and the Parties' obligations to District-CCC upon such termination shall be fulfilled by payment of such value. If a program semester is currently in progress at such time that notice is served, the Parties shall act in good faith to continue to provide all services and training for the duration of the semester.
- 11. Choice of Law and Venue. This Agreement is to be governed by and interpreted in accordance with the laws of the State of California. All actions arising out of, or relating to this Agreement, including, but not limited, to any claims for breach, interpretation,

cancellation or specific performance of this Agreement, or for any tort claims relating to this Agreement, shall be brought exclusively within the Superior Courts in the County of Orange.

12. All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To District-CCC: Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708
Attn: Joycelyn Groot

With a copy to: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Vice Chancellor, Finance and Administrative
Services

To Mingde: Beijing Mingde High School (Mingde)
Luotuowan 37 Maliandao S., Guanganmenwai
Fengtai Dt., Beijing 10073 China
Attn: Xiuping Chen, President

To Mycareer: Beijing Mycareer Education Consulting Co., Ltd.
(Mycareer)
12 Zhongguancun S St., Haidian Dt., Beijing China
Attn: Hongyan Wu

To UEA: United Education Alliance, LLC
600 Anton Blvd, Costa Mesa, CA 92626
Attn: Linda Newell

and/or such other persons or places as either of the Parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

/ ----- End of Page -----

13. Each individual executing this Agreement on behalf of the Parties represent and warrant that he/she is duly authorized to execute this Agreement on behalf of their respective party and that this Agreement is binding thereto.

Coast Community College District

Beijing Mingde High School

Signature

Signature

Printed Name

Printed Name

President, Board of Trustees

Title

Date

Date

**Beijing Mycareer Education Consulting
Co., Ltd.**

United Education Alliance, LLC

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



PEARSON



Thank you for your interest in becoming a Controlled Testing Center (CTC) for the *Miller Analogies Test* (MAT), or for informing us of the change in testing responsibilities for the MAT at this Controlled Testing Center. Enclosed are the forms which must be completed by the proposed MAT Controlled Testing Center Administrator and countersigned by an administrative official. The following forms must be completed and returned to Pearson, Post Secondary Education, Customer Relations:

- A signed copy of the *Miller Analogies Test* Controlled Testing Center Agreement
- Exhibit A: Appointment of Test Administrator/Supervisor/Proctor for the *Miller Analogies Test*
- A resume of any new Controlled Testing Center Administrator with his or her educational credentials, background in standardized testing, and current employment.
- A completed MAT Cover Letter

Please complete the following information and return this form along within the forms above:

Date:	May 2, 2012
Controlled Testing Center Name:	Coast Community College District (Coastline Community College)
Controlled Testing Center Administrator's Name:	Sallie Salinas
Administrator's Phone:	949-341-8026
Administrator's Email:	ssalinas@coastline.edu
Administrator's Department Name:	Coastline Institute for Economic Development
Controlled Testing Center Physical Address:	5405 Garden Grove Blvd., Westminster, CA 92683
Controlled Testing Center Shipping Address:	5405 Garden Grove Blvd., Westminster, CA 92683
Controlled Testing Center Billing Address:	5405 Garden Grove Blvd., Westminster, CA 92683
Please provide contact information for test registration (this phone number or email address will be published on our website www.milleranalogies.com):	
714-241-4967	careercenter@coastline.edu

Upon receipt of these completed forms we will set up the new Controlled Testing Center or make the change of Administrator for your institution. If we may be of any further assistance, please contact us at (800) 622-3231 or PSETestAdministrators@Pearson.com.

Sincerely,

Post Secondary Education
Customer Relations

Attachment 12

Enclosure

MILLER ANALOGIES TEST

Controlled Testing Center Agreement

THIS AGREEMENT ("Agreement") entered into as of this 2nd day of May, 2012 (the "Effective Date"), between NCS Pearson, Inc., with principal offices at 19500 Bulverde Road, San Antonio, Texas 78259 ("Pearson") and Coast Community College District ("Controlled Testing Center" or "CTC") with principle offices at 1370 Adams Avenue, Costa Mesa, CA 92626, and Federal Tax Identification # 95-6002292, concerning administrations of the *Miller Analogies Test* ("MAT") published by Pearson.

Pearson and CTC agree as follows:

1. CTC will act as an authorized testing site for the administration of the MAT.
2. Pearson's responsibilities under this Agreement are as follows:
 - (a) Provide CTC with MAT Test Administration Manuals detailing the relevant principles and required procedures for MAT test administrations;
 - (b) Supply CTC with a sufficient inventory of MAT testing materials for each testing session;
 - (c) Promptly review requests for testing accommodations submitted by test candidates to CTC which CTC believes may not be appropriate;
 - (d) Make a timely decision regarding the denial or modification of any requested testing accommodation, provide notification to the test candidate of that decision and the opportunity to appeal that decision, promptly process any appeal timely submitted, and notify CTC of the outcome.
3. CTC's responsibilities under this Agreement are as follows:
 - (a) Schedule and provide a location for MAT test administrations;
 - (b) Ensure that the testing location complies with all accessibility requirements under the Americans with Disabilities Act (ADA) and any applicable state laws, and provide Pearson with current documentation of ADA accessibility compliance;
 - (c) Employ individuals to serve as Test Administrators, Supervisors, and Proctors who have not previously signed a non-compete with any other company that may restrict their participation in the administration of a test published by NCS Pearson, Inc. and who meet the following qualifications:
 - (i) U.S. citizenship or other authorization to work in the U.S.
 - (ii) Minimum of bachelor's degree preferred
 - (iii) Experience in testing
 - (iv) No criminal conviction
 - (d) Make available to Pearson, upon its request and within two (2) business days, all contact information, employment history and qualifications listed in (c) above which CTC has relied upon in hiring any Test Administrator, Supervisor or Proctor;
 - (e) Provide each Test Administrator, Supervisor, and Proctor with a copy of the MAT Test Administration Handbook and ensure that they agree to adhere to all policies and procedures contained therein;
 - (f) Secure a signed copy of Exhibit A to this Agreement from each Test Administrator, Supervisor, and Proctor engaged by CTC to assist in MAT test administrations, and forward originals to Pearson;
 - (g) Secure Pearson's advance written approval of the Test Administrator or Supervisor who will have overall responsibility for any MAT test administration at CTC's test site;
 - (h) Maintain the security of all MAT materials via storage in a secure, locked location between test administrations and limit access to those materials to only Test Administrators, Supervisors and/or Proctors employed by the CTC to assist in testing;
 - (i) Report promptly during the annual inventory auditing period (approximately June–August) the MAT materials under CTC's control using the inventory report attached hereto as Exhibit B and incorporated herein by reference;
 - (j) Within five (5) business days of CTC appointing a new Test Administrator, provide to Pearson an audit of MAT materials under CTC's control using Exhibit B;
 - (k) Refer to Pearson for final decision any candidate requested accommodation which CTC believes may not be appropriate;

- (l) Arrange for and provide testing accommodations as requested by test candidates or as otherwise determined by Pearson and in a manner consistent with the requirements of the ADA and any applicable state laws regarding accommodations for persons with disabilities;
 - (m) Conduct the MAT test administrations in accordance with the principles and procedures stated in the MAT Test Administration Manual and, after each administration, promptly return candidate answer sheets to Pearson for scoring; and
 - (n) Issue payment to Pearson for monthly test administrations within ten (10) days of receipt of monthly invoices submitted to CTC by Pearson.
4. Pearson reserves the right to alter its invoicing and payment terms for the MAT at any time based on business needs, but will provide CTC with at least thirty (30) days' written notice of any such change.
5. The MAT materials have been provided to CTC solely for the purpose of enabling it to conduct administrations of the MAT in accordance with the terms of this Agreement. No other use, disclosure or reproduction of those materials is to be made without the prior written consent of Pearson.
6. CTC represents and warrants that:
- (a) The facility or facilities it intends to use for MAT administrations meet the accessibility and barrier removal requirements of the ADA and other applicable state and federal laws;
 - (b) Documentation of ADA accessibility compliance provided to Pearson is current and Pearson's ADA Coordinator will be notified immediately of any changes limiting or decreasing the accessibility of a CTC testing facility;
 - (c) CTC's staff (including both paid employees and volunteers) participating in any MAT administration is or will have been trained in ADA compliance and the requirements of the MAT Test Administration Manual prior to that administration;
 - (d) CTC has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
7. Except where expressly prohibited by the law in the state in which the CTC is located, CTC shall indemnify and hold Pearson harmless from and against any and all claims, damages, liabilities, costs, and expenses, including legal expenses and reasonable attorney's fees arising out of third party claims resulting from (i) any breach of CTC's obligations, representations or warranties under this Agreement, or (ii) the failure of any CTC Test Administrator, Supervisor or Proctor to comply with the requirements of the ADA and applicable state laws regarding facility accessibility or testing accommodations, or the test administration requirements stated in the MAT Test Administration Manual.
8. If CTC breaches any of its obligations hereunder, Pearson may terminate this Agreement on five (5) days written notice unless CTC has cured such breach and provided reasonable evidence of such cure to Pearson within such five (5) days. This agreement may be terminated by either party upon thirty (30) days' written notice. Upon any termination, all MAT materials in CTC's possession will be returned to Pearson immediately, and CTC will cooperate with Pearson in transitioning any candidates and fees paid to CTC for scheduled test administrations to a new testing site.
9. This Agreement does not establish any agency or partnership relationship. Neither party has any authority to bind the other party in any manner, contractual or otherwise.

EXECUTED as of the date first set forth above.

CTC

Coast Community College District

Full Legal Name of CTC

By: _____

Printed Name/Title

95-6002292

Taxpayer Identification No.

NCS PEARSON, INC.

By: _____

Printed Name/Title

EXHIBIT A
Appointment of Test Administrator/Supervisor/Proctor
for the *Miller Analogies Test*

Pursuant to its agreement with NCS Pearson, Inc., dated as of May 2, 2012,
the Controlled Testing Center listed below has designated the person signing below as the
Test Administrator/Supervisor/Proctor (**circle one**) for purposes of administrations of
the Miller Analogies Test at its test site located at 5405 Garden Grove Blvd.,
Westminster, CA 92683, and certifies that he or she meets the qualifications
required by NCS Pearson, Inc.

Coast Community College District

CTC Name

Costa Mesa, CA 92626

City, State, and Zip

Signature

(CTC administrative official such as President,
Vice President, Dean, Provost, etc.)

Date

Test Administrator/Supervisor/Proctor Statement

I have received a copy of the *Miller Analogies Test* (MAT) Test Administration Manual and agree to comply with all policies, procedures, and guidelines outlined in that manual. I further agree to protect the security of the *Miller Analogies Test* by taking every reasonable precaution to prevent disclosure of confidential information concerning the test to unauthorized persons.

I do not expect to take the *Miller Analogies Test* in the future. I understand that by acting as a Test Administrator, Supervisor, or Proctor, I will be ineligible to take the *Miller Analogies Test* for two years following my most recent exposure to the test.

Signature

Date

Sallie Salinas, Director, Economic and Workforce Development

Printed Name/Title of Administrator, Supervisor or Proctor

This form must be signed by each Administrator, Supervisor, and Proctor.

EXHIBIT A

**Appointment of Test Administrator/Supervisor/Proctor
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following my most recent exposure to the test.

Signature

Date

Sabena Schmidt/Proctor

Printed Name/Title of Administrator, Supervisor or Proctor

This form must be signed by each Administrator, Supervisor, and Proctor.

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City, State, and Zip

Signature

(CTC administrative official such as President,
Vice President, Dean, Provost, etc.)

Date

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I do not expect to take the *Miller Analogies Test* in the future. I understand that by acting as a Test Administrator, Supervisor, or Proctor, I will be ineligible to take the *Miller Analogies Test* for two years following my most recent exposure to the test.

Signature

Date

Alexandra Pao/Proctor

Printed Name/Title of Administrator, Supervisor or Proctor

This form must be signed by each Administrator, Supervisor, and Proctor.



OCPW/RLC/OCCR-12-004
Coast Community College District
County Operations Center – Veterans Service Office
1300 S. Grand Avenue, Building B, Room 268
Santa Ana, CA 92705

LICENSE

THIS LICENSE ("**License**") is made _____, 2012 ("**Effective Date**"), by and between the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "**COUNTY**") and COAST COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "**LICENSEE**") without regard to number and gender. The term "**COUNTY**" shall mean the Board of Supervisors of the political body that executed this agreement or its authorized representative.

RECITALS

- I. COUNTY and Licensee entered into a Cost Reimbursement Agreement which commenced on July 1, 2011 ("**Service Agreement**") for the purpose of providing workforce investment activities that increase employment, retention, earnings and occupation skills through local workforce investment systems to those seeking employment.
- II. The services provided by LICENSEE through the Service Agreement are now being extended to enhance the services being provided to veterans through COUNTY's Veteran's Service Office ("**VSO**").
- III. COUNTY has agreed to provide space in the VSO for LICENSEE to provide services pursuant to the Service Agreement to Orange County veterans.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, COUNTY and LICENSEE mutually agree to the following:

1. DEFINITIONS (AMLC-2.1 S)

The following words in this License have the significance attached to them in this clause unless otherwise apparent from context:

"**Auditor-Controller**" means the Auditor-Controller, County of Orange, or designee, or upon written notice to LESSOR, such other person or entity as may be designated by the Board of Supervisors.

"**Board of Supervisors**" means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

"**County Counsel**" means the County Counsel, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as may be designated by the County Executive Officer or the Board of Supervisors.

"**County Executive Officer**" means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to COUNTY, such other person as may be designated by the Board of Supervisors.

1 **"Corporate Real Estate"** means the OC Public Works, OC Facilities, Real Estate and Asset Management
and, Corporate Real Estate, County of Orange, or designee, or upon written notice to LICENSEE, such other
3 person or entity as may be designated by the Director of OC Public Works, or designee.

5 **"Director of Community Resources"** means the Director of OC Community Resources, County of
Orange, or designee, or upon written notice to LICENSEE, such other person or entity as may be designated
7 by the County Executive Officer or Board of Supervisors.

9 **"Manager of Corporate Real Estate"** means the Manager of OC Public Works, OC Facilities, Real Estate
and Asset Management, Corporate Real Estate, County of Orange, or designee or upon written notice to
11 LICENSEE, such other person or entity as may be designated by the Director of OC Public Works.

13 **"Orange County Flood Control District"** means the body, corporate and politic formed to develop, own
and operate flood control facilities in and for the County of Orange

15 **"Risk Manager"** means the Risk Manager, County Executive Office, Risk Management, County of
17 Orange, or designee, or upon written notice to LICENSEE, such other person or entity as may be designated
by the County Executive Officer or the Board of Supervisors.

19
21 **2. TERM (AMLC-3.1 N)**

23 The term of this License shall be one (1) year and become effective upon the Effective Date. Said License
shall continue in effect and automatically renew annually, unless otherwise terminated as provided in Clause
25 3 (TERMINATION) of this License. However, this License shall terminate concurrently with the Service
Agreement between the Parties or on June 30, 2013, whichever is sooner.

27 **3. TERMINATION (AMLC-3.3 S)**

29 This License shall be revocable by either COUNTY or LICENSEE at any time; however, as a courtesy, the
terminating party will endeavor to give the other party at least thirty (30) days written notice prior to
31 revocation.

33 **4. LICENSE AREA (AMLC-4.1 N)**

35 COUNTY grants to LICENSEE the non-exclusive right to use that certain property as hereinafter referred to
as **"License Area,"** shown on **"Exhibit A,"** attached hereto and by reference made a part hereof.

37 LICENSEE shall have a right to ingress and egress to and from License Area during normal business hours
39 of the facility. Notwithstanding the foregoing, access to the License Area by LICENSEE may be restricted
by COUNTY with reasonable discretion because of the occurrence of natural disasters, or other "events"
41 deemed by COUNTY to be of an emergency nature.

43 The Director of Community Resources reserves the right to relocate, change or alter the alignment, size or
location of the License Area at any time if space requirements of COUNTY make such action necessary.
45 COUNTY shall provide LICENSEE with thirty (30) days' notice of any such relocation, change or
alteration that becomes necessary.

47 //

49 //

1 **5. USE (AMLC-5.1 S)**

3 LICENSEE's use of the License Area shall be for providing case management services for veterans and all
5 military members ("Veterans") that are referred through the VETConnect Program. LICENSEE shall
7 provide comprehensive employment services as well as assistance with housing resources and other support
services to Veterans seeking assistance.

9 LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any other
11 activity within or from the License Area without the prior written approval of the Director of Community
13 Resources. LICENSEE further agrees not to conduct or permit to be conducted any public or private
nuisance in, on, or from the License Area, not to commit or permit to be committed any waste within the
License Area, and to comply with all governmental laws and regulations in connection with the License
Area.

15 NO ALCOLHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD OR CONSUMED
17 WITHIN THE LICENSE AREA.

19 **6. LICENSE FEE (AMLC-6.1 N)**

21 In consideration for LICENSEE's valuable public services and benefits provided to Orange County Veterans
23 at no cost, which services are not otherwise available through COUNTY programs, the License Fee for this
use shall be waived.

25 **7. INSURANCE (AMLC 10.1 N)**

27 LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with Director
29 of Community Resources certificates of insurance, including all endorsements required herein, necessary to
satisfy Director of Community Resources that the insurance provisions of this License have been complied
with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with
Director during the entire term of this License. This License shall automatically terminate at the same time
31 LICENSEE's insurance coverage is terminated. If within ten (10) business days after termination under this
section, LICENSEE obtains and provides evidence of the required insurance coverage acceptable to Director,
33 this License may be reinstated at the sole discretion Director of Community Resources. LICENSEE shall pay
COUNTY two hundred dollars (\$200) for processing the reinstatement of this License.

35 LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance
37 is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the
interim, an official binder being in the possession of Director of Community Resources. In no cases shall
39 assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate
evidence of insurance. Director of Community Resources will only accept valid certificates of insurance and
41 endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also
agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, Director of Community
43 Resources may take whatever steps are necessary to interrupt any operation from or on the License Area
until such time as the Director of Community Resources reinstates the License.

45 If LICENSEE fails to provide Director of Community Resources with a valid certificate of insurance and
47 endorsements, or binder at any time during the term of the License, COUNTY and LICENSEE agree that
this shall constitute a material breach of the License. Whether or not a notice of default has or has not been
49 sent to LICENSEE, said material breach shall permit Director of Community Resources to take whatever

steps necessary to interrupt any operation from or on the License Area, and to prevent any persons, including, but not limited to, members of the general public, and LICENSEE's employees and agents, from entering the License Area until such time Director of Community Resources is provided with adequate evidence of insurance required herein. LICENSEE further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from Director of Community Resources' action.

All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by COUNTY from the LICENSEE under this License. It is the obligation of LICENSEE to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of insurance must be maintained by LICENSEE through the entirety of this License and be available for inspection by Director of Community Resources at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a "0" by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the COUNTY's Risk Manager.

If LICENSEE fails to maintain insurance acceptable to Director of Community Resources for the full term of this License, COUNTY may terminate this License.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, COUNTY's Risk Manager retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by LICENSEE shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory

1 Coverages

Minimum Limits

3 Employers' Liability Insurance

\$1,000,000 per occurrence

5
7 Required Coverage Forms

9 The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

11 The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

13
15 Required Endorsements

17 The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 19 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad
21 naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.
- 23 2) A primary non-contributing endorsement evidencing that LICENSEE's insurance is primary and any
25 insurance or self-insurance maintained by COUNTY shall be excess and non-contributing.

27 All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and
29 employees when acting within the scope of their appointment or employment.

31 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and
33 appointed officials, officers, agents and employees.

35 The Commercial Property policy shall be endorsed to include the County of Orange as a Loss Payee as respects their financial interest in the property. A Loss Payee endorsement shall be submitted with the
37 Certificate of Insurance as evidence of this requirement.

39 All insurance policies required by this contract shall give COUNTY 30 days' notice in the event of cancellation and 10 days' notice for non-payment of premium. This shall be evidenced by policy provisions
41 or an endorsement separate from the Certificate of Insurance.

43 The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy)

45 Insurance certificates should be forwarded to COUNTY address provided in Clause 17 (NOTICES) below or
47 to an address provided by Director. LICENSEE has ten (10) business days to provide adequate evidence of insurance or this License may be cancelled.

COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any of the above insurance types throughout the term of this License. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

Director of Community Resources shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE does not deposit copies of acceptable certificates of insurance and endorsements with Director of Community Resources incorporating such changes within thirty (30) days of receipt of such notice, this License may be in breach without further notice to LICENSEE, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit LICENSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this License, nor in any way to reduce the policy coverage and limits available from the insurer. If LICENSEE is a governmental entity, LICENSEE may elect to self-insure for the insurance coverage required by this License.

8. OPERATIONS (AMLC-11.1 S)

LICENSEE shall, to the satisfaction of COUNTY, keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair. It shall be LICENSEE's responsibility to take all steps necessary or appropriate to maintain such standard of condition and repair.

LICENSEE expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of COUNTY and in compliance with all applicable laws. LICENSEE further agrees to provide approved containers for trash and garbage and to keep the License Area free and clear of rubbish and litter. COUNTY shall have the right to enter upon and inspect the License Area at any time for cleanliness and safety.

LICENSEE shall designate in writing to COUNTY an on site representative who shall be responsible for the day to day operation and level of maintenance, cleanliness, and general order.

If LICENSEE fails to maintain or make repairs or replacements as required herein, COUNTY may notify LICENSEE in writing of said failure. Should LICENSEE fail to correct the situation within a reasonable time thereafter as established by the Manager of Corporate Real Estate. The Manager of Corporate Real Estate may have the necessary correction made and the cost thereof, including but not limited to the cost of labor, materials, and equipment and administration, shall be paid by LICENSEE within ten (10) days of receipt of a statement of said cost from the Manager of Corporate Real Estate. COUNTY may, at COUNTY's option, choose other remedies available herein, or by law.

9. LIMITATION OF THE LICENSE (AMLC-13.1 S)

This License and the rights and privileges granted LICENSEE in and to the License Area are subject to all covenants, conditions, restrictions, and exceptions of record or apparent from a physical inspection of the License Area. Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance to LICENSEE of rights in the License Area which exceed those owned by COUNTY.

10. LABOR CODE COMPLIANCE (AMLC 14.1 N)

LICENSEE acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the commencement of the term of this License or any such future improvements or

1 modifications performed by LICENSEE at the request of COUNTY shall be governed by, and performed in
2 accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State
3 of California (Sections 1770, et seq.). These provisions may be applicable to improvements or
4 modifications costing more than \$1,000.

5 Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, LICENSEE shall
6 comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and
7 overtime work in the locality applicable to this License for each craft, classification, or type of workman
8 needed to execute the aforesaid improvements or modifications. The rates are available at the following
9 website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> from the Director of the State Department
10 of Industrial Relations. LICENSEE shall post a copy of such wage rates at the job site and shall pay the
11 adopted prevailing wage rates at all times for all improvements or modifications to be completed for
12 COUNTY within the Premises. LICENSEE shall comply with the provisions of Sections 1775 and 1813 of
13 the Labor Code.

14 As required by applicable law, LICENSEE shall maintain certified payroll records for all workers that will
15 be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to,
16 the complete name, address, telephone number, social security number, job classification, and prevailing
17 wage rate for each worker. Upon request LICENSEE shall provide the Director of Community Resources
18 updated, certified payroll records for all workers that shall include, but not be limited to, the weekly hours
19 worked, prevailing hourly wage rates, and total wages paid.

20 If LICENSEE neglects, fails, or refuses to provide said payroll records to COUNTY, upon request, such
21 occurrence shall constitute an event of default of this License and COUNTY may, notwithstanding any
22 other termination provisions contained herein terminate this License.

23 **11. RIGHT TO WORK AND MINIMUM WAGE LAWS (AMLC 14.2 S)**

24 In accordance with the United States Immigration Reform and Control Act of 1986, LICENSEE shall require
25 its employees that directly or indirectly service the License Area or terms and conditions of this License, in
26 any manner whatsoever, to verify their identity and eligibility for employment in the United States.
27 LICENSEE shall also require and verify that its contractors or any other persons servicing the License Area
28 or terms and conditions of this License, in any manner whatsoever, verify the identity of their employees and
29 their eligibility for employment in the United States.

30 Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of
31 California Labor Code, Section 1178.5, LICENSEE shall pay no less than the greater of the Federal or
32 California Minimum Wage to all its employees that directly or indirectly service the License Area, in any
33 manner whatsoever. LICENSEE shall require and verify that all its contractors or other persons servicing the
34 License Area on behalf of the LICENSEE also pay their employees no less than the greater of the Federal or
35 California Minimum Wage.

36 LICENSEE shall comply and verify that its contractors comply with all other Federal and State of California
37 laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of
38 the License Area or terms and conditions of this License.

39 Notwithstanding the minimum wage requirements provided for in this clause, LICENSEE, where applicable,
40 shall comply with the prevailing wage and related requirements, as provided for in Clause 12 (LABOR
41 CODE COMPLIANCE) of this License.

1 **12. CHILD SUPPORT ENFORCEMENT REQUIREMENTS (AMLC 14.4 S)**

3 In order to comply with child support requirements of the County of Orange, within thirty (30) days after
5 COUNTY's execution of this License, LICENSEE agrees to furnish COUNTY's Manager of Real Estate and
7 Asset Management Division, COUNTY's standard form, Child Support Enforcement Certification
Requirements. COUNTY acknowledges receipt of the aforementioned form, which contains the following
information:

- 9 a) In the case where LICENSEE is doing business as an individual, LICENSEE's name, date of birth,
11 last four digits of Social Security number, and residence address;
- 13 b) In the case where LICENSEE is doing business in a form other than as an individual, the name,
15 date of birth, last four digits of Social Security number, and residence address of each individual
17 who owns an interest of ten (10) percent or more in the contracting entity;
- 19 c) A certification that the LICENSEE has fully complied with all applicable federal and state reporting
21 requirements regarding its employees; and
- 23 d) A certification that the LICENSEE has fully complied with all lawfully served Wage and Earnings
25 Assignment Orders and Notices of Assignment and will continue to so comply.

27 Failure of LICENSEE to continuously comply with all federal and state reporting requirements for child
29 support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and
Notices of Assignment shall constitute a material breach of this License. Failure to cure such breach within
sixty (60) calendar days of notice from COUNTY's Manager of Real Estate and Asset Management Division
shall constitute grounds for termination of this License.

It is expressly understood that this data will be transmitted to governmental agencies charged with the
establishment and enforcement of child support orders and will not be used for any other purpose.

31 **13. BEST MANAGEMENT PRACTICES (AMLC 15.1 N)**

33 LICENSEE and all of LICENSEE's, subtenants, agents, employees and contractors shall conduct operations
35 under this License so as to assure that pollutants do not enter municipal storm drain systems which systems
are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater
Drainage System**"), and to ensure that pollutants do not directly impact "Receiving Waters"(as used herein,
37 Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and
oceans).

39 The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant
41 Discharge Elimination System ("NPDES") permits ("**Stormwater Permits**") to the County of Orange, and
to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter
43 collectively referred to as "**County Parties**") which regulate the discharge of urban runoff from areas within
the County of Orange, including the License Area licensed under this License. The County Parties have
45 enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff
being discharged into the Stormwater Drainage System.

47 To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have
49 developed a Drainage Area Management Plan ("**DAMP**") which includes a Local Implementation Plan

1 (“LIP”) for each jurisdiction that contains Best Management Practices (“BMPs”) that parties using
3 properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure,
5 or structural control that is used for a given set of conditions to manage the quantity and improve the quality
7 of stormwater runoff in a cost effective manner. These BMPs are found within the COUNTY’s LIP in the
9 form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP
Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as “BMP Fact Sheets”) and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

The use under this License does not require BMP Fact Sheets.

14. HAZARDOUS MATERIALS (AMLC-16.1 S)

- A. Definition of Hazardous Materials. For purposes of this License, the term “**Hazardous Material**” or “**Hazardous Materials**” shall mean any hazardous or toxic substance, material, product, byproduct, or waste which is or shall become regulated by any governmental entity, including, without limitation, the COUNTY acting in its governmental capacity, the State of California or the United States government.
- B. Use of Hazardous Materials. LICENSEE or LICENSEE’s employees, agents, independent contractors or invitees (collectively “**LICENSEE Parties**”) shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the License Area (which for purposes of this clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, LICENSEE may keep on or about the License Area small quantities of Hazardous Materials that are used in the ordinary, customary and lawful cleaning of and business operations on the License Area.
- C. LICENSEE Obligations. If the presence of any Hazardous Materials on, under or about the License Area caused or permitted by LICENSEE or LICENSEE Parties results in (i) injury to any person, (ii) injury to or contamination of the License Area (or a portion thereof), or (iii) injury to or contamination of any real or personal property wherever situated, LICENSEE, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the License Area to the condition existing prior to the introduction of such Hazardous Materials to the License Area and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of COUNTY under this License, LICENSEE shall pay the cost of any cleanup or remedial work performed on, under or about the License Area as required by this License or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by LICENSEE or LICENSEE Parties. Notwithstanding the foregoing, LICENSEE shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the License Area caused or permitted by LICENSEE or LICENSEE Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasigovernmental entity without first obtaining the prior written consent of the COUNTY. All work performed or caused to be performed by LICENSEE as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits and other requirements for such work approved by COUNTY.
- D. Indemnification for Hazardous Materials. To the fullest extent permitted by law, LICENSEE hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to COUNTY) COUNTY, its elected officials, officers, employees, agents and independent contractors and the License Area, from and against any and all liabilities, losses, damages (including, but not limited, damages for the loss or restriction on use of rentable or usable space or any amenity of the License

Area or damages arising from any adverse impact on marketing of the License Area), diminution in the value of the License Area, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the License Area by LICENSEE or LICENSEE's Agents. The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the License Area and the preparation of any closure or other required plans.

15. NOTICES (AMLC-17.1 S)

All notices pursuant to this License shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail in the State of California, duly registered or certified, return receipt requested, with postage prepaid.

If any notice is sent by registered or certified mail, as aforesaid, the same shall be deemed to have been served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above, COUNTY may also provide notices to LICENSEE by personal delivery or by regular mail and any such notice so given shall be deemed to have been given upon receipt.

16. ATTACHMENTS TO LICENSE (AMLC-18.1 S)

This License includes the following, which are attached hereto and made a part hereof:

TO: COUNTY

County of Orange
OC Community Resources
Veterans Service Office
1300 S. Grand Avenue , Building B
Santa Ana, CA 92705

Attn.: Veterans Service Officer

TO: LICENSEE

Coast Community College District
Economic & Workforce Development
Orange County One-Stop Center
5405 Garden Grove Boulevard, Suite 100
Westminster, CA 92683

Attn: Sallie Salinas, Interim Administrative Director

- I. General Conditions
- II. Exhibit A – License Area

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1 **IN WITNESS WHEREOF**, the parties have executed this License the day and year first above
3 written.

5 APPROVED AS TO FORM:
7 COUNTY COUNSEL

LICENSEE

COAST COMMUNITY COLLEGE DISTRICT

11 By _____
13 Deputy

By _____
Jerry M. Patterson, Board President

15 Date _____

29 RECOMMENDED FOR APPROVAL:

31 OC Community Resources

COUNTY

COUNTY OF ORANGE

35 By _____

37 OC Public Works/OC Facilities

BY: _____
Ignacio Ochoa, Interim Director, OC Public Works
Per Ordinance No. 03-001 and Resolution No. 09-
011 of the Board of Supervisors.

41 By _____
43 Corporate Real Estate

Date: _____

1 **GENERAL CONDITIONS (AMLC-GC 1-15 S)**

3 **1. PERMITS AND LICENSES (AMLC-GC1 S)**

5 LICENSEE shall be required to obtain any and all permits and/or licenses which may be required in
7 connection with the operation of the License Area as set out herein. No permit, approval, or consent given
9 hereunder by COUNTY, in its governmental capacity, shall affect or limit LICENSEE's obligations
approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

11 **2. SIGNS (AMLC-GC2 S)**

13 LICENSEE agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon License Area
15 except as approved by the Director of Community Resources. Unapproved signs, banners, flags, etc., may
be removed.

17 **3. LICENSE ORGANIZATION (AMLC-GC3 S)**

19 The various headings and numbers herein, the grouping of provisions of this License into separate clauses
21 and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be
considered otherwise.

23 **4. AMENDMENTS (AMLC-GC4 S)**

25 This License is the sole and only agreement between the parties regarding the subject matter hereof; other
27 agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be
properly executed by both parties.

29 **5. UNLAWFUL USE (AMLC-GC5 S)**

31 LICENSEE agrees no improvements shall be erected, placed upon, operated, nor maintained on the License
33 Area, nor any business conducted or carried on therein or therefrom, in violation of the terms of this License,
or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

35 **6. INSPECTION (AMLC-GC6 S)**

37 COUNTY or its authorized representative shall have the right at all reasonable times to inspect the operation
39 to determine if the provisions of this License are being complied with.

41 **7. INDEMNIFICATION (AMLC-GC7 S)**

43 LICENSEE hereby waives all claims and recourse against COUNTY including the right of contribution for
45 loss or damage of persons or property arising from, growing out of, or in any way connected with or related
47 to this License except claims arising from the concurrent active or sole negligence of COUNTY, its officers,
agents, and employees. LICENSEE hereby agrees to indemnify, hold harmless, and defend with counsel
49 acceptable to COUNTY, its officers, agents, and employees against any and all claims, loss, demands,
damages, cost, expenses, or liability costs arising out of the operation, use, or maintenance of the property
described herein, and/or LICENSEE's exercise of the rights under this License, except for liability arising

out of the concurrent active or sole negligence of COUNTY, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

In the event COUNTY is named as co-defendant, LICENSEE shall notify COUNTY of such fact and shall represent COUNTY with counsel acceptable to COUNTY in such legal action unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event LICENSEE shall pay to COUNTY its litigation costs, expenses, and attorney's fees.

In the event judgment is entered against COUNTY and LICENSEE because of the concurrent active negligence of COUNTY and LICENSEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

8. TAXES AND ASSESSMENTS (AMLC-GC8 S)

Although not anticipated, should this License create a possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable in connection with this License or upon fixtures, equipment, or other property used in connection with this License, shall be the full responsibility of LICENSEE, and LICENSEE shall cause said taxes and assessments to be paid promptly.

9. PARTIAL INVALIDITY (AMLC-GC9 S)

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

10. WAIVER OF RIGHTS (AMLC-GC10 S)

The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the License. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

11. CONDITION OF LICENSE AREA UPON TERMINATION (AMLC-GC11 S)

Except as otherwise agreed to herein, upon termination of this License, LICENSEE shall redeliver possession of said License Area to COUNTY in substantially the same condition that existed immediately prior to LICENSEE's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

12. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMLC-GC12 S)

If LICENSEE abandons the License Area or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to LICENSEE and left on the License Area 10 days after such event shall be deemed, at COUNTY's option, to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability therefor to LICENSEE or to any person claiming under LICENSEE, and shall have no need to account therefor.

1 **13. TIME OF ESSENCE (AMLC-GC13 S)**

3 Time is of the essence of this License. Failure to comply with any time requirements of this License shall
5 constitute a material breach of this License.

7 **14. NO ASSIGNMENT (AMLC-GC14 S)**

9 The License granted hereby is personal to LICENSEE and any assignment of said license by LICENSEE,
voluntarily or by operation of law, shall automatically terminate the License granted hereby.

11 **15. PAYMENT CARD COMPLIANCE (ALMC-GC15 S)**

13 Should LICENSEE conduct credit/debit card transactions in conjunction with their business with the
15 COUNTY, on behalf of the COUNTY, or as part of the business that they conduct, LICENSEE covenants
and warrants that it is currently Payment Card Industry Data Security Standard (PCI DSS) and Payment
17 Application Data Security Standard (PA DSS) compliant and will remain compliant during the entire
duration of this License. LICENSEE agrees to immediately notify COUNTY in the event LICENSEE
19 should ever become non-compliant, and will take all necessary steps to return to compliance and shall be
compliant within ten (10) days of the commencement of any such interruption.

21 Upon demand by COUNTY, LICENSEE shall provide to COUNTY written certification of LICENSEE's
PCI/DSS and/or PA DSS compliance.

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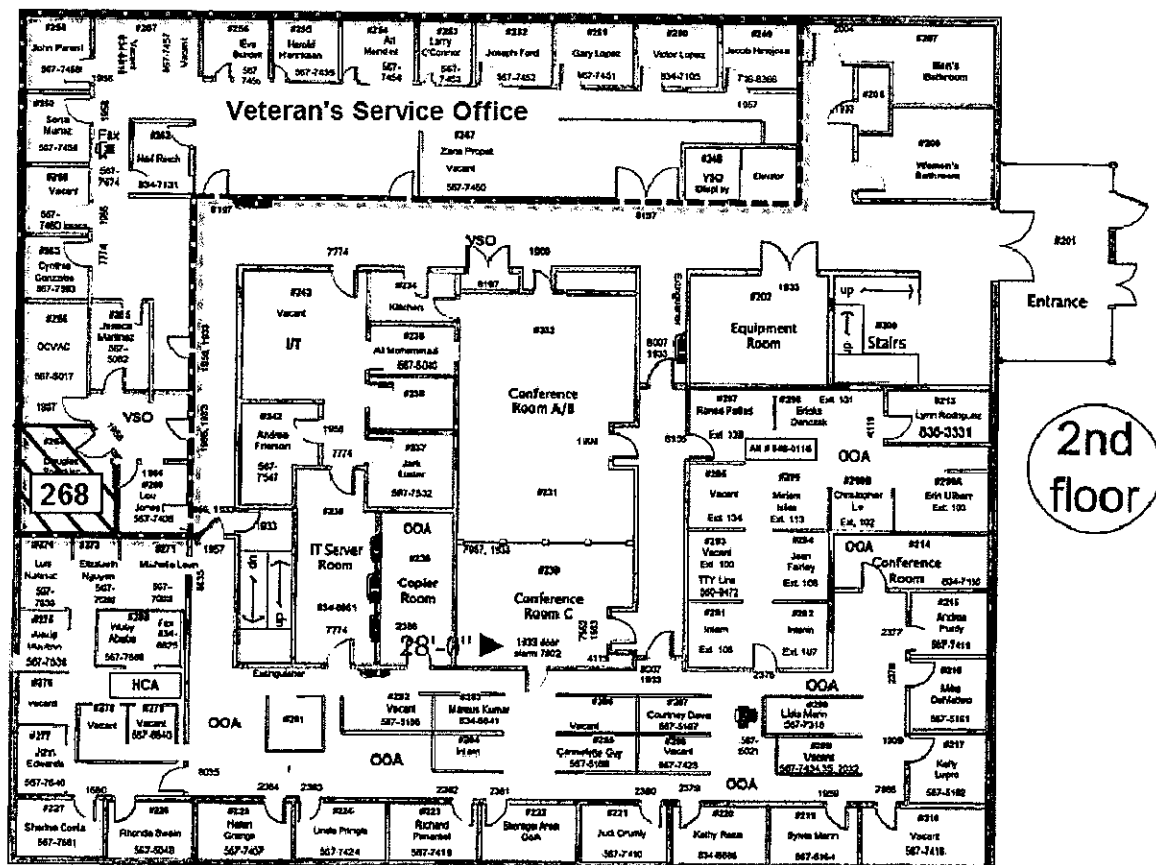
EXHIBIT A



LICENSE AREA



(NOT TO SCALE)



OCPW/RLC/OCCR-12-004

VETERANS SERVICE OFFICE/CCCD

**1300 S. Grand Avenue, Building B
Second Floor, Room 268
Santa Ana, CA 92705**

Prepared By:
John Beck

Checked By:

Date:

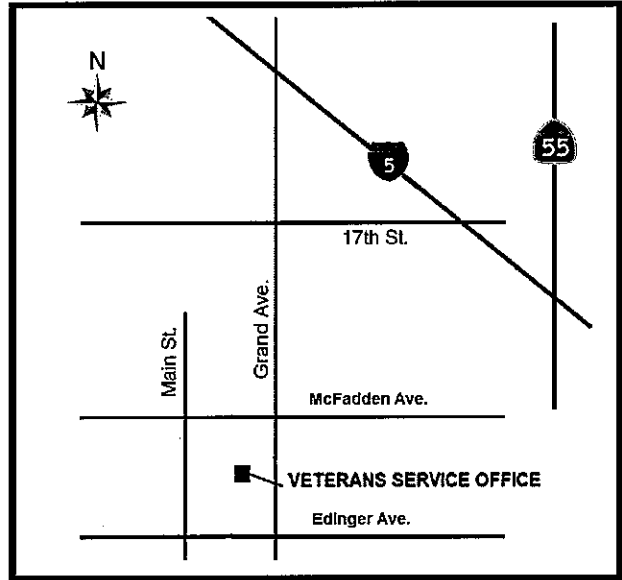
4/11/2012

ORANGE COUNTY
PublicWorks
Our Community. Our Commitment.

LOCATION MAP

EXHIBIT A

Coast Community College District
OC Veterans Service Office
1300 S. Grand Ave., Room 268
Santa Ana, CA 92705



OCPW/RLC/OCCR-12-004

VETERANS SERVICE OFFICE/CCCD

**1300 S. Grand Avenue, Building B
Second Floor, Room 268
Santa Ana, CA 92705**

Prepared By:
John Beck

Checked By:
Ron Milone

Date:
4/11/2012

ORANGE COUNTY
PublicWorks
Our Community. Our Commitment.

LOCATION MAP

RESOLUTION # 12-12

A Resolution of the Board of Trustees of the Coast Community College District Authorizing Payment to Trustee Absent from Board Meeting

WHEREAS, California Education Code Section 72024(d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board"; and

WHEREAS, on April 11, 2012 the Board of Trustees of the Coast Community College District held a Special Board Meeting; and

WHEREAS, Lorraine Prinsky was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Prinsky's absence was due to hardship;

NOW, THEREFORE, BE IT RESOLVED, that Trustee Prinsky shall be paid at the regular rate of compensation for the Special Meeting on April 11, 2012.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on May 2, 2012 this Resolution was adopted by the Board by a vote of ____

Aye:

No:

Absent:

Abstain:

Christian Teeter, Ed.D., Board Secretary, Board of Trustees



RESOLUTION # 12-13

A Resolution of the Board of Trustees of the Coast Community College District Authorizing Payment to Trustee Absent from Board Meeting

WHEREAS, California Education Code Section 72024(d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board"; and

WHEREAS, on April 11, 2012 the Board of Trustees of the Coast Community College District held a Special Board Meeting; and

WHEREAS, Jim Moreno was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Moreno's absence was due to hardship;

NOW, THEREFORE, BE IT RESOLVED, that Trustee Moreno shall be paid at the regular rate of compensation for the Special Meeting on April 11, 2012.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on May 2, 2012 this Resolution was adopted by the Board by a vote of ____.

Aye:

No:

Absent:

Abstain:

Christian Teeter, Ed.D., Board Secretary, Board of Trustees



Coast Community College District
BOARD POLICY
Chapter 5
Personnel Policies and Human Resources

**BP 7909 Search and Selection of the Coast Community College
District Executive Management Employees
Chancellor – Vice Chancellors – College Presidents**

This Policy is intended to comply fully and be interpreted in a manner consistent with all applicable state and federal laws and regulations, including but not limited to the Board of Governor's equal employment opportunity regulations. Further, this Policy is intended to respect all applicants who apply for a position in the Coast Community College District (CCCD), as well as the students, community members, and employees who serve on the Search and Selection Committees. The need for senior administrators hiring and staffing recommendations within the Coast Community College District is the responsibility of the District Chancellor. The CCCD culture requires that there be a process of determination of position need and ultimately a recommendation to the Board of Trustees with consultation between the Chancellor and the Board of Trustees.

The purpose of this policy is to provide a framework and hiring standard for the selection of the best people to join the Coast District family of employees, so that ultimately our students and community will be served in an exemplary way.

The Search Committee, after constituted, will prepare a job description in consultation with the Vice Chancellor of Human Resources, set minimum qualifications based on state law, and list desirable qualifications. Prior senior executive job descriptions and announcements will be made available to the Search Committee. All members of the Search Committee, before actual paper screening, will undergo training by the Human Resources Department and will receive a copy of the District's hiring policies.

Unless otherwise directed by the Board of Trustees, the search process shall be coordinated by an outside firm retained by the District. In order to protect applicants' privacy, final interviews shall be conducted at an off-site location.

ADMINISTRATIVE PROCEDURES

Announcement of the Position

The position shall be open for a minimum of 30 working days. The recruitment period will be extended where the applicant pool has fewer than 6 minimally qualified applicants. Announcements will state that if reference letters are included with their application packet, the letters will be used as part of the determination as to whether the applicant may receive an invitation for an interview.

Executive management employees refers to the positions of Chancellor, Vice Chancellors, and College Presidents.

Search and Selection Committees Composition

CHANCELLOR

The Search Committee for the position of Chancellor is as follows:

- Two Board members appointed by the Board of Trustees
- One community member appointed by the Board of Trustees
- One College President appointed by the Chancellor or the Board of Trustees
- Three Academic Senate representatives appointed by the Senates of the three colleges
- One Student Trustee or Designee
- One representative of Coast Federation of Classified Employees (CFCE) appointed by CFCE
- One representative of Coast Federation of Educators (CFE) appointed by CFE
- One representative of Coast Community College Association/California Teachers Association (CCCA/CTA) appointed by CCCA/CTA
- One administrative representative appointed by Coast District Management Association (CDMA)
- One Confidential employee appointed by the Confidential employees

TOTAL: 13 members

Advisor: Vice Chancellor, Human Resources or designee of the Board of Trustees

The Search Committee shall appoint the Search Committee chair.

The Search Committee shall endeavor to recommend 3 to 5 unranked finalists it feels are best qualified to the Selection Committee. If in the consensus of the Search Committee through the Chair is that fewer than 3 candidates would be advanced to the Selection Committee, it can recommend (a) a new search and a reopening announcement, or (b) that a reopening be deferred for a period of time. The Coast Community College District is committed to achieving diverse representation in candidate pools and in Selection Committees.

The Selection Committee shall consist of the five (5) elected Trustees.

VICE CHANCELLOR

The Search Committee for the position of Vice Chancellor is as follows:

- One Board member appointed by the Board of Trustees
- One community member appointed by the Board of Trustees
- One Vice Chancellor appointed by the Chancellor
- One College President appointed by the Chancellor
- Three Academic Senate representatives appointed by the Senates of the three colleges
- One Student Trustee or Designee
- One representative of Coast Federation of Classified Employees (CFCE) appointed by CFCE
- One representative of Coast Federation of Educators (CFE) appointed by CFE

- One representative of Coast Community College Association/California Teachers Association (CCCA/CTA) appointed by CCCA/CTA
- One administrative representative appointed by Coast District Management Association (CDMA)
- One Confidential employee appointed by the Confidential employees

TOTAL: 13 members

Advisor: Chancellor or designee.

The Search Committee members shall appoint the Search Committee chair.

The Search Committee shall endeavor to recommend 3 to 5 unranked finalists it feels are best qualified to the Selection Committee. If in the consensus of the Search Committee through the Chair, is that fewer than 3 candidates would be advanced to the Selection Committee, it can recommend (a) a new search and a reopening announcement, or (b) that a reopening be deferred for a period of time. The Coast Community College District is committed to achieving diverse representation in candidate pools and in Selection Committees.

The Selection Committee shall consist of the five (5) elected Trustees, with the advice of the Chancellor.

PRESIDENT

The Search Committee for the position of College President is as follows:

- One Board member appointed by the Board of Trustees
- One community member appointed by the Board of Trustees
- *One representative from the college filling the position, appointed by the sitting college President
- One College President appointed by the Chancellor
- Three Academic Senate representatives from the college filling the position, appointed by the Senate
- One Student Trustee or Designee
- One representative of Coast Federation of Classified Employees (CFCE) from the college filling the position, appointed by CFCE
- One representative of Coast Federation of Educators (CFE) from the college filling the position, appointed by CFE
- One representative of Coast Community College Association/California Teachers Association (CCCA/CTA) from the college filling the position, appointed by CCCA/CTA
- Two administrative representatives appointed by the Coast District Management Association (CDMA) of the College Unit

TOTAL: 13 members

Advisor: Chancellor or designee

*In special circumstances, the Chancellor shall appoint this representative.

The Committee members shall select the Search Committee chair.

The Search Committee shall endeavor to recommend 3 to 5 unranked finalists it feels are best qualified for the position to the Selection Committee. If in the consensus of the Search Committee through the Chair is that fewer than 3 candidates would be advanced to the Selection Committee, it can recommend (a) a new search and a reopening announcement, or (b) that a reopening be deferred for a period of time. The Coast Community College District is committed to achieving diverse representation in candidate pools and in Selection Committees.

The Selection Committee shall consist of the five (5) elected Trustees, with the advice of the Chancellor.

Responsibilities

The Chancellor is responsible for:

1. After seeking input from the members of Chancellor's Cabinet, determining position needs and making such determinations as recommendations to the Board of Trustees.
2. Supporting the pursuit of diversity throughout the entire Search and Selection processes.
3. Articulating the District's needs regarding the position to the Search and Selection Committee Members.
4. Assisting the Search Committee in the creation of the position announcement for all positions except Chancellor.
5. Ensuring the integrity of the procedures established by this Policy.

The Vice Chancellor for Human Resources is responsible for:

1. Developing Search and Selection procedures that support this Policy.
2. Providing training to all members of Search and Selection Committees to ensure that the activities of the committees comply with applicable state and federal laws and regulations, this Policy, and the Human Resources search and selection procedures developed to support this Policy. This training will include providing each member of the Search and Selection Committees with a written copy of the District Executive Management Hiring Policy and the Human Resources Search and Selection procedures.
3. Supporting the Coast District's pursuit of diversity in the hiring of employees
4. Facilitating the implementation of the procedures established by this policy, including being a resource to the Search and Selection Committees when requested to do so by a committee or committee member.
5. Ensuring that only applications that are received by the closing date of the position are forwarded to the Search Committee.
6. Coordinating the recruitment/advertising campaign for the position.

7. Providing logistical and clerical support as needed to the Search and Selection Committees.
8. Reviewing the paper-screening criteria and interview questions for the Search Committee, and the interview questions for the Selection Committee to ensure compliance with local, state, and federal laws.
9. Coordinating the reference-checking phase of the Selection process.

The Search Committee members are responsible for:

1. In consultation with the Chancellor, creating the recommended position announcement/job description. The creation of the position announcement/job description will include the determination of the minimum and desired qualifications for the position. For the position of Chancellor, the position announcement/job description will be created in consultation with the Board of Trustees.
2. Supporting the pursuit of diversity throughout the Search process.
3. Selecting the Chair of the committee.
4. In consultation with the Vice Chancellor for Human Resources, determining the calendar plan for the steps in the search process, including the days and times of all committee meetings and an interview schedule that is sensitive to the needs of applicants and meets the needs of every member of the Selection Committee.
5. Reviewing all applications to determine the minimum qualifications for the position have been met.
6. Determining paper-screening criteria based upon the position's required and desired criteria as stated in the position announcement and paper-screening each application that meets the minimum qualifications for the position. Applications that do not meet the minimum qualifications as stated in the position announcement shall not be considered by the Search Committee.
7. Determining which applicants will be invited to an interview based upon the accumulated results of the paper-screening process.
8. Determining interviewing criteria.
9. Interviewing each interviewed applicant equivalently, respectfully, and conscientiously.
10. Discussing the relative strengths and weaknesses of the applicants interviewed. Professional experience by individual committee members with applicants shall be shared by committee members as a part of this discussion.
11. Recommending the most highly qualified applicants to the Selection Committee. If the Search Committee is unable to recommend a minimum of three (3) applicants to the Selection Committee, the position will be reopened for additional applicants.

12. Excusing committee members for the remainder of the process if they are unable to attend every meeting and interview.

13. Respecting the confidentiality of the Search process.

The Chair of the Search Committee is responsible for:

1. Setting agendas and conducting all meetings of the committee.
2. Representing the Search Committee to the Vice Chancellor for Human Resources, the Chancellor, and the Board of Trustees.
3. Serving as the Search Committee's representative to the Selection Committee.

The Selection Committee members are responsible for:

1. Respecting the work of the Search Committee by interviewing every applicant forwarded by the Search Committee for their consideration.
2. Supporting the pursuit of diversity during the Selection process.
3. Creating interview questions for the finalist applicants.
4. Developing an interview schedule that is sensitive to the needs of applicants and meets the needs of every member of the Selection Committee.
5. Interviewing all applicants equally, respectfully, and conscientiously.
6. Recognizing that the Search Committee did not have access to any reference checking information provided to the Selection Committee.
7. Respecting the confidentiality of the Selection process.
8. Selecting the candidate who best fulfills the requirements of the position.

Adopted November 19, 2007

Revised April 15, 2009

Revised April 22, 2009

Revised xx/xx/xxxx

Replaces CCCD Policy 05-1-17.1, Spring 2011

Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 4611 Injury and Illness Prevention Program

It is the policy of the ~~Coast Community College District (CCCD)~~ to have a safe and healthful work place for its students, faculty, administrators, staff, and visitors. To that end, ~~CCCD the District is adopting~~ **has in place** an Injury and Illness Prevention Program (IIPP).

The District and its management are dedicated to providing a safe and healthy work place. The prevention of accidents is considered to be an integral part of the District's operation and all reasonable efforts will be made to assure a safe environment and to always be in compliance with federal, state, and local safety regulations.

It shall be the duty of all District personnel to assist in the proper use and adequate maintenance of District buildings, grounds, installations, and instructional equipment by reporting to the proper District authority all misuse, inadequate maintenance, risks or hazards that they observe. A program of preventative maintenance will be defined and implemented to assure maximum benefit from initial investments and from budgeted maintenance funds. Health and safety factors shall be given prime consideration in the installation, operation, and maintenance of plant facilities and operating equipment.

Employees are expected to obey safety rules, follow established safe work practices, exercise caution in all their work activities, and to immediately report any unsafe conditions to their supervisor. Employees at all levels of the organization who are responsible for correcting unsafe conditions will do so.

Adopted March 4, 1992

Replaces CCCD Policy 040-14-1, Spring 2011

Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 6541 Insurance Brokerage

The ~~Coast Community College District~~ Chancellor or designee, shall from time to time, **shall** seek proposals from qualified insurance brokers, **third-party administrators, joint power authorities, or other insurance pooling entities** to provide all or a part of the District's insurance needs.

A qualified insurance broker shall be one who is licensed by the California Department of Insurance.

Adopted October 16, 1985

Replaces CCCD Policy 040-4-1, Spring 2011

**Coast Community College District
BOARD POLICY**

Chapter 4
Business Operations

BP 6542 Limited Authority to Settle Liability Claims

Education Code 72502, 81602
Government Code 935.4, 949

The Vice Chancellor, Administrative Services, or his/her designee, is authorized to settle claims on behalf of the District in the amount of \$5,000 or less without prior Board approval, **following review and recommendation by the District's Office of Risk Management.** ~~upon recommendation of the District's Liability Claims Administrator.~~

Semi-annually, the ~~Department of Administrative Services~~ **Division** will prove for the Board all settlements made under ~~the policy~~ **this Policy** during the previous six months, indicating the nature of the claim and the amount of the settlement.

Adopted July 22, 1992
Revised February 4, 1998
Replaces CCCD Policy 040-4-2, Spring 2011

**Coast Community College District
BOARD POLICY**

Chapter 4
Business Operations

BP 6200 Budget Preparation

Education Code Section 70902(b)(5) Title 5, 58300 et seq.

Each year, the Chancellor or designee shall present to the Board a budget, prepared in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. The schedule for presentation and review of budget proposals shall comply with state law and regulations, and provide adequate time for Board study.

Budget development shall meet the following criteria:

- The annual budget shall support the District's master and educational plans.
- Assumptions upon which the budget is based shall be presented to the Board for review. By May 1st of each year, the Board will be provided with a schedule that includes dates for the presentation of the tentative budget, required public hearing(s), and approval of the final budget. At the public hearings, interested persons may appear and address the Board regarding the proposed budget or any item within the proposed budget.
- **The District's annual Adopted Budget shall include an undesignated reserve fund to help ensure that the District will be in a positive cash position at the end of the fiscal year. ~~Unrestricted general reserves shall be between 3% and 5%~~ The District will endeavor to develop a budget with a reserve amounting to seven percent of prior year unrestricted actual expenditures. In no case shall the Board adopt a budget reserve of less than five percent of unrestricted general fund revenues. The intent of the reserve is to address emergencies or catastrophic issues that may arise during the course of the year.**
- Changes in the assumptions upon which the budget is based shall be reported to the Board in a timely manner.

Adopted February 5, 2003
Replaces CCCD Policy 040-1-2.1, Fall 2010

Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 6600 Capital Construction

Education Code Section 81820
Title 5, Section 57150 et seq.

The Chancellor or designee is responsible for planning and administrative management of the District's capital outlay and construction program.

District construction projects shall be supervised by the Chancellor or designee. The District shall monitor the progress of all construction work, including inspection of workmanship, completion of work to meet specifications, and the suitability of proposed changes to the scope and original design of the work.

The ~~Board~~ **District** shall approve and submit to the Board of Governors a five-year capital construction plan as required by law. The Chancellor or designee shall ~~annually~~ update the plan **annually** and present it to the Board **of Trustees** for approval. The plan shall address, but is not limited to, the criteria ~~contained in~~ **as required by** law.

Adopted February 5, 2003
Replaces CCCD Policy 040-1-1.3, Fall 2010



Coast Community College District
BOARD POLICY
Chapter 3
Educational Programs and Student Relationships

BP 4230 Grading and Academic Record Symbols

Reference: Title 5 Section 55020, 55021, 55022, 55023, 55024, 55025

The Chancellor will develop a grading system that is consistent with Title 5 Sections 55020, 55021, 55022, 55023, 55024, 55025 and all other applicable Title 5 and Education Code sections. The District grading system shall identify grading symbols to be assigned along with their definitions and conditions under which they are assigned.

The grading system shall be published in the catalogs of Coastline Community College, Orange Coast College and Golden West College and made available to students.

See Administrative Procedure 4230

Adopted June 15, 1988

Replaces CCCD Policy 030-4-1

Replaces CCCD Policy 4232 (Note: the number and title are changed to correspond to the number and title from the CCLC Policy and Procedure Service)

Revised BOT Meeting DATE

ADMINISTRATIVE PROCEDURE 4230 Grading and Academic Record Symbols

Reference: Title 5, Section 55023, BP 4230, BP 5013, California Community Colleges Chancellor's Office Memos Dated 10-12-2011 and 9-12-2011

In accordance with Policy 4230 Grading and Academic Record Symbols, each college shall award letter grades of "A" through "F" or grades of "P" (pass) or "NP" (no pass) in all college unit courses as follows:

SYMBOL	DEFINITION	GRADE POINTS/UNITS
A	Excellent	4
B	Good	3
C	Satisfactory	2
D	Passing	1 less than satisfactory
F	Failing	0
P	Pass	(at least satisfactory; units awarded, not counted in GPA) Effective Fall 2009
NP	No Pass	(less than satisfactory, or failing; units not counted in GPA) Effective Fall 2009

CR Credit (at least satisfactory--units awarded not counted in GPA) **Effective through Summer 2009**

NC No credit (less than satisfactory--units not counted in GPA) **Effective through Summer 2009**

The following nonevaluative symbols may also be used as defined but shall not be used in calculating grade point averages.

SYMBOL	DEFINITION
W	<ol style="list-style-type: none">1. Withdrawal from a class or classes shall be permitted through the last day of the 14th week of the semester (75% of a course, whichever is less).2. No notation ("W" or other) shall be made on the academic record of a student who withdraws during the first two weeks of the semester (or 20% of a course, whichever is less).3. It is the student's responsibility to withdraw from class, within the appropriate period of time, to avoid a penalty grade.
I	<ol style="list-style-type: none">1. Incomplete academic work for justifiable reasons symbol being entered in the student's permanent record.

2. The "I" may be made up no later than one year following the end of the term in which it was assigned. The student will be notified by the college regarding the conditions necessary to receive a grade.
3. An "I" not made up within the one-year limit shall be changed to the alternate grade assigned by the instructor at the time the "I" was issued.

IP

The "IP" (in progress) symbol shall be used to denote that the class extends beyond the normal end of an academic term. The "IP" symbol shall remain on the student's permanent record in order to satisfy enrollment documentation. The appropriate evaluative grade shall appear on the student's record for the term in which the course is completed.

RD

The "RD" (report delayed) symbol may be assigned by the registrar only. It indicates a delay in reporting the grade of a student due to circumstances beyond the control of the student.

MW

The "MW" (military withdrawal) symbol may be used to denote military withdrawal in accordance with Title 5 Section 55024 and BP 5013.

Students electing the pass/no pass option will review the following procedures prior to making their decision:

The student must select the letter grade or pass/no pass option in "optional" graded classes no later than the third week of a semester-length course or prior to the completion of the first 20% of the course.

A Pass (P) may be granted only when the work is of a quality equivalent to a grade of "C" or better.

All units earned at an accredited college or university on a credit/no credit or pass/no pass basis will be counted toward the degree requirements of the college.

Grades of no pass (NP) are considered in determining probation and dismissal.

In courses where a single standard of performance exists for which unit credit is assigned, only a P or NP grade will be given.

Ratified Board Meeting DATE



Coast Community College District
Administrative Procedures
Chapter 3
Educational Programs and Student Relationships

Administrative Procedure AP 5030 Student Fees and Charges
Schedule (see BP 5030 Student Fees and Charges)

Revised 4-25-2012

Fees Collected at Time of Enrollment

Enrollment Fee - The enrollment fee is \$36 per unit per semester through spring 2012. Effective summer 2012, this fee is \$46 per unit per semester.

Non-Resident Tuition Fee - The fee is established by the Coast Community College District Board of Trustees in accordance with Education Code Section 76140 no later than February 1 of each year for the succeeding year. The non-resident tuition fee is published in the class schedule and website of each college in the District.

Capital Outlay Fee – the fee is established by the Coast Community College District Board of Trustees in accordance with Education Code Section 76141.

Instructional Material Fee - Optional to student. Individual course fees are contained in the class schedules of each of the Coast District Colleges.

Parking Fee - Parking fees for Golden West and Orange Coast Colleges are \$30 per each semester, fall and spring, and \$15 per summer session. Parking fees for Coastline Community College are \$15 per each semester, fall and spring, and \$7 per summer session.

Auditing Fee - \$15 fee per unit per semester including short term and summer classes. Students enrolled in classes to receive credit for 10 or more semester units will not be charged a fee to audit three or fewer units per semester

Health Services Fee - \$19 per semester fall and spring and \$16 for all or any portion of the summer session or intersessions for Golden West and Orange Coast Colleges. \$7 per semester and for any portion of the summer session or intersessions for Coastline Community College.

Other Fees

Student Records Fee (Transcripts/Verifications) – The first two copies of a transcript and/or verification ever requested shall be produced free of charge to the student. For subsequent requests, the charge will be \$5 per copy. An additional fee of \$5 will be charged for special handling (optional).

Community Services Charges - Charges are established per event or class at the time of the approval by the Coast Community College District Board of Trustees.

International Student Application Fee - A fee of \$30 shall be charged to international students

for application processing.

Golden West College Criminal Justice Training Center - A fee of \$20 shall be charged to students requesting duplicate program certificates.

Voluntary Payments - Voluntary payments shall reasonably approximate the cost of the goods or services and shall be posted where goods or services are available or shall be published in appropriate college publications.

Adopted January 28, 1987
Revised July 18, 2001
Revised November 21, 2001
Revised June 16, 2004
Revised December 14, 2005
Revised June 18, 2008
Replaces CCCD Policy 030-1-5
Replaces CCCD Board Policy 5032
Revised January 18, 2012
Revised April 25, 2012
Ratified Board Meeting May 2, 2012

Coast Community College District
BOARD POLICY
Chapter 5d
Supervisory/Management and Management Personnel Policies

BP 7888 Management Hiring Policy

Legal References

42 U.S.C. §§ 2000d et seq. (Title VI)

42 U.S.C. §§ 2000e et seq. (Title VII)

20 U.S.C. §§ 1681 et seq. (Title IX)

Executive Order 11246, as amended by Executive Order 11235

Education Code Sections 87100-87105

Title 5, Sections 53000 - 53006, 53020-53026

The goal of the Coast Community College District ("District") is to recruit, select and employ a qualified, diverse leadership team to provide exemplary management, leadership and support necessary to maximize the success of the educational community in its service to students. This is achieved through consistent hiring processes that have integrity, are honest and cooperative and that support diversity and the principles of equal opportunity employment. This Policy is intended to comply fully with and be interpreted in a manner consistent with all applicable state and federal laws and regulations. Hiring processes are compliant with Board Policy 7121.

The Chancellor, in consultation with the college presidents and/or vice chancellors of the District, shall determine the need for permanent and interim educational administrator and classified manager hiring. Recommendations will be made to the Board of Trustees, taking into consideration local staffing recommendations developed in accordance with established planning processes, district-wide planning needs and budgetary constraints.

The Board of Trustees, administration and staff recognize the importance of an effective hiring process that reflects mutual professional responsibility and interest in achieving the common goal of hiring outstanding administrators who:

- understand their roles and responsibilities to fulfill the mission and goals of the Colleges and the District;
- engage in the life of the college/District;
- commit to professional development;
- represent the diverse communities we serve;
- Are sensitive to the needs of, and committed to the success of the students, faculty, staff and community.

Hiring a qualified, diverse administration/management team is accomplished through the development of fair and consistent screening criteria by committees with broad and diverse representation that forward recommendations to the President or appropriate administrator. Recommendations for employment will be made through the Chancellor to the Board of

Trustees.

Hiring procedures will be developed to be consistent with Policy and to reflect the District's commitment to a fair, cooperative and respectful hiring process for permanent and interim managers. A complaint procedure will be established to provide search or selection committee members the opportunity to report process infractions and seek remedy.

To ensure that there is a strong, qualified pool of candidates for interim positions, employees who serve as interim managers will be guaranteed the right to return to their positions at the conclusion of the interim assignment, but if the permanent position has been changed or eliminated through reorganization, the employee will be offered a comparable alternate assignment at the same level of compensation.

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

Adopted March 3, 2010
Replaces CCCD Policy 090-1-10, Spring 2011
Revised August 17, 2011
Revised January 18, 2012

CCCCD Management Recruitment and Selection Procedures

Management positions, for purposes of these procedures, refer to Vice Presidents, all Educational Administrators below the level of Vice Presidents, and Classified Managers.

The District will ensure that all phases of the management recruitment and selection processes are in alignment with applicable Education Codes, Title 5 Regulations, and Board-approved hiring policies.

A Search Committee will be formed at the beginning of each hiring process. It is the responsibility of the College Office of Personnel Services or the District Office of Human Resources, as applicable, to ensure that policies and procedures for recruiting, screening, and selecting managers are reviewed with the hiring manager, the Search Committee, and members serving on the Selection Committees.

I. RECRUITMENT

Development and Distribution of Job Announcement

1. The draft job specification and announcement will be developed by the District Office of Human Resources or College Personnel Services in collaboration with the College President or hiring manager, depending upon the nature of the position. The Academic Senate (for the respective Vice Presidents and Educational Administrators) will be offered ten (10) work days to review a draft of the job specification and announcement to suggest modifications to the Search Committee. Work days are defined, for purposes of these recruitment and selection procedures, as weekdays the District is open for business.

The final announcement will include the following information:

1. Major duties of the position as specified in the approved District job specification.
2. The minimum qualifications for the position including any job specific requirements mandated by law. The qualifications will also include statements relating to assessing sensitivity to diversity as prescribed by Title 5 and the "Minimum Qualifications for Faculty and Administrators," published by the State Chancellor's Office.
3. Desirable qualifications of the position that clearly render the applicant better able to perform the job, and are bona fide occupational qualifications directly related to the job.

- 47 4. The District Office of Human Resources and the College Personnel Services
48 Director will review the job description for accuracy, clarity, and consistency with
49 legal requirements and District policy, and will prepare and publish a final job
50 announcement that includes complete information regarding the application
51 procedure and requirements.
52

53 **Announcement of the Position**
54

55 The position, once opened, will be posted for a minimum of twenty (20) work days for
56 permanent management positions and ten (10) work days for interim management
57 appointments. The minimum recruitment period for permanent positions will be extended
58 for an additional fifteen (15) work days when the applicant pool has fewer than six (6)
59 applicants. The College Personnel Director will work through the Manager of
60 Recruitment Services in the Office of Human Resources to post the extension of the
61 recruitment period.
62

63 In the event of fewer than six applicants, and after an extension of the recruitment period,
64 the hiring manager will meet with the full committee to discuss and explore alternatives.
65 Alternatives would include: (a) an agreement, based on additional or clarifying
66 information from the hiring manager, that the committee will continue the process; (b) a
67 determination of the need for an immediate new search or (c) a determination to
68 discontinue the process and defer opening for a period of time. If the committee and the
69 hiring manager do not reach an agreement on how best to proceed, the Vice Chancellor of
70 Human Resources will be consulted and will assist in making the final determination.
71

72 All announcements will include a statement of the District's commitment to being an
73 equal opportunity employer. Announcements will be broadly circulated in the following
74 manner to attract a diverse applicant pool:
75

- 76 1. Full recruitment of open positions will be advertised using a variety of media outlets.
77
78 2. All positions open for full recruitment will be advertised on the California
79 Community College Registry and the District jobs website.
80
81 3. Positions open for in-house only recruitments, in circumstances permitted under Title
82 5, will be advertised for a period of not less than ten (10) work days on the District
83 jobs website.
84
85 4. Announcements for full and in-house only recruitments will be circulated to District
86 constituencies electronically and through bulletin board postings.
87

88 **Application Requirements**
89

90 Applications, including all requested materials, will be submitted to the District Office of
91 Human Resources, through the job application link at www.cccdjobs.com.
92

- 93 1. A complete application packet must include the following:
94
95 a. District application, electronically submitted by the applicant;
96
97 b. Résumé;
98
99 c. Cover letter and/or Letter of Application;
100
101 d. Equivalency application for educational administrators, if applicable (See
102 Management Equivalency Process).
103
104 e. Additional documentation as requested, examples include the following:
105
106 i. Copy of official academic transcripts
107 ii. Official documentation of current licenses/certificates, as required for
108 the position
109 iii. Answers to required supplemental questions
110 iv. Professional references
111
112 2. Applicants are solely responsible for ensuring that application packets are complete
113 when submitted. Materials will not be accepted after the closing date unless
114 otherwise specified on announcements for positions posted as "open until filled."
115
116 3. Applicants unable to complete the on-line process may seek assistance from the
117 District Recruitment Office, up until 5 p.m. on the posted announcement deadline
118 date.
119
120 4. Applicants applying for more than one position must submit a separate and complete
121 application packet for each position of interest.
122
123

124 **II. SEARCH COMMITTEE**

125

126 The College President or hiring manager will review the requirements for committee
127 composition and will facilitate the appointment process of Search Committee members
128 accordingly, with the guidance and assistance of the Equal Employment Opportunity
129 (EEO) Recruitment Coordinator.
130

131 Search Committee members will be appointed by constituent groups as outlined in
132 Sections VI - VIII entitled "Composition of Search Committees." Formation of the
133 Search Committee will occur prior to the posting of the job announcement:
134

- 135 1. Constituency groups will have ~~fifteen~~ **ten (10)** work days to assign a representative
136 to the search committee. If a constituency group does not assign a representative by
137 the deadline, that group will forfeit participation in the search process.

2. All Search Committee members will be voting members. An EEO Recruitment Coordinator will serve as a non-voting advisor to the Search Committee.
3. In order to serve as a member of a Search Committee, a committee member must commit to participating in each phase of the process.
4. Search Committee members will honor the established search timelines in order to ensure timely selection.
5. In the event a committee member is unable to continue serving, no additions or replacements to the committee membership will be made after the interview process has begun.

The initial meeting of the Search Committee will be convened by the hiring manager and the EEO Recruitment Coordinator. All meetings of the Search Committee, including candidate interviews, will be scheduled with consideration for committee members' work schedules. During the orientation meeting, the EEO Recruitment Coordinator will provide each member of the committee with a copy of the hiring procedures and training on the EEO laws and guidelines.

The committee and the hiring manager will review the list of applicants and be required to sign a *Confidentiality and Conflict of Interest Form* (Appendix A) to ensure that all candidates will be treated fairly and consistently throughout the process. Pursuant to the District Nepotism Policy, all personal relationships with applicants will be disclosed on the *Confidentiality and Conflict of Interest Form* which will be provided to the EEO Recruitment Coordinator.

Search Committee Responsibilities

Prior to review and consideration of application materials, the Search Committee, through consultation and approval of the College or District EEO Recruitment Coordinator, will develop, for the first interview, the screening criteria, interview questions, including, but not limited to, at least one scenario question, and a job-related writing exercise, for use in evaluating candidates against the advertised job announcement. The Search Committee will be responsible for the following:

1. Support the pursuit of diversity throughout the search process;
2. Elect a chair from among the committee membership;
3. Ensure that materially incomplete applications are not considered;
4. Examine application packets for evidence of candidate qualifications as advertised in the job announcement to ensure minimum qualifications for the position have been satisfied (can be examined by the full committee or a subset of the group as determined by the committee);

5. Determine which applicants will be invited for an interview based on the cumulative results of the paper-screening process;
6. Treat each applicant equitably, respectfully, conscientiously, and consistently present agreed-upon questions to each applicant;
7. Honor the confidentiality and integrity of the process, during and after conclusion of the process.

Search Committee members will be afforded the opportunity to report process infractions and seek remedy as specified in the procedures set forth in Appendix B.

Search Committee Chair Responsibilities

The Search Committee Chair will be responsible for the following:

1. Schedule and facilitate all meetings of the Search Committee;
2. Represent the interests, concerns, and recommendations of the Search Committee to the hiring manager and EEO Recruitment Coordinator;
3. Ensure screening and scoring materials are submitted to the Director of Personnel Services or the District Manager of Recruitment Services;
4. Work with the Director of Personnel Services, or District Manager of Recruitment Services or designee, on all candidate notifications;
5. Serve as the Search Committee's representative on the Selection Committee.

EEO Recruitment Coordinator Responsibilities

The EEO Recruitment Coordinator will be trained in EEO regulations, serve as an advisor to the committee, and monitor the process but not participate in paper screening or rankings for the selection of candidates. To ensure compliance with Board Policy and EEO requirements, the EEO Recruitment Coordinator will be responsible for the following:

1. Provide training to committee members on EEO requirements including District Hiring Policy and Procedure, and Nepotism Policy and Procedure;
2. Review paper screening criteria, supplemental questions, and interview questions;
3. Review protocols for a candidate's presentation, writing sample, and/or other performance indicators appropriate for the position;

4. Review parameters for conducting interviews and administration of job-related performance exercises;
5. Assist with establishing job-related interview questions;
6. Assist and advise Search and Selection Committees throughout all aspects of the hiring process.

Hiring Manager Responsibilities

The hiring manager will be responsible for the following:

1. Request position for recruitment;
2. Meet with EEO Recruitment Coordinator for notice of vacancy;
3. Coordinate selection of the Search Committee;
4. Meet with the Search Committee to outline expectations and review job description;
5. Be available for Committee deliberations if needed;
6. Conduct second interviews of finalists;
7. Authorize and/or perform reference checks at conclusion of second interviews prior to making an offer of employment;
8. Offer the position to the successful candidate;
9. Ensure placement on the Board Agenda for approval.

III. SEARCH PROCESS

In consultation with the College Personnel Services Office or District Office of Human Resources, the committee will determine the calendar for the steps in the search process, including the days and times of all committee meetings and an interview schedule sensitive to the needs of applicants and members of the Search Committee.

Each eligible applicant who meets minimum qualifications will be independently assessed by each member of the screening committee, or a subcommittee of three (3) or more, using the rating criteria developed by the committee.

Committee members will not discuss ratings, rankings, or recommendations of candidates until all evaluations have been completed by each committee member.

275 Following the independent assessment, the committee will discuss the ratings and
276 evaluate the merits of the candidates to determine if there is an adequate pool of qualified
277 candidates with which to proceed to the interview phase. If yes, the committee will
278 determine which candidates to invite for interview.
279

280 If the pool is deemed inadequate by the committee, the Committee Chair will discuss the
281 matter with the hiring manager and the EEO Recruitment Coordinator. In such an event,
282 the hiring manager will meet with the full committee to discuss and explore alternatives.
283 Alternatives would include: (a) an agreement, based on additional or clarifying
284 information from the hiring manager, that the committee will re-evaluate the current pool
285 for possible continuation of the process; (b) a determination of the need for an immediate
286 new search; or (c) a determination to discontinue the process and defer opening the
287 position for a period of time. If the committee and the hiring manager do not reach an
288 agreement on how best to proceed, the Vice Chancellor of Human Resources will be
289 consulted and will assist in making the final determination.
290

291 **Selection of Candidates for First Interview Process**

292

293 When a pool of candidates is deemed to have a sufficient number of qualified applicants,
294 the Search Committee will select candidates for interview.
295

296 Candidates selected for an interview will be contacted by the EEO Recruitment
297 Coordinator. The College Personnel Services Office or the District Office of Human
298 Resources will notify the candidates **not** selected for an interview.
299

300 All interview questions and job-related exercises will be the same for each candidate.
301

302 Committee members will independently assess each candidate using the rating criteria
303 developed by the Search Committee.
304

305 **Selection of Finalists for Second Interview Process**

306

307 The committee discussion will focus on the strengths and weaknesses of the candidates
308 and, following that discussion, the committee will endeavor to select three (3) to five (5)
309 candidates to be recommended as finalists to the hiring manager. The unranked list of
310 finalists will be forwarded to the hiring manager and Selection Committee.
311

312 If the Search Committee is unable to recommend a minimum of three (3) or a maximum
313 of five (5) finalists, the committee chair will consult with the hiring manager to clarify
314 the rationale for the number of finalists recommended. If, after discussion, the hiring
315 manager is not satisfied with the number of finalists, the hiring manager will meet with
316 the full committee to discuss alternatives and together determine how best to move
317 forward.
318

319 In the case of an unresolved disagreement between the committee and the hiring manager
320 over fewer than three (3) finalists, the hiring manager may (a) begin a new search and

post an announcement, or (b) discontinue the process and defer opening for a period of time. If this position is opened within a six months time frame, the manager will have the option to reconvene the same Search Committee for the second recruitment effort. Any changes to committee participants will be requested through the impacted constituent group.

IV. SELECTION COMMITTEE

The hiring manager will form a Selection Committee to conduct second interviews of finalists. The Selection Committee will consist, at a minimum, of the hiring manager and the Chair of the Search Committee. The non-voting EEO Recruitment Coordinator will also be present to serve as an advisor to the Selection Committee. Second interviews for Vice Presidents and Educational Administrators will also include a faculty member from the Search Committee (if a faculty member is not serving as the Chair). The hiring manager will have discretion with regard to the number and position of any additional Selection Committee members; however, it is encouraged that additional members represent a balance of constituent groups or those interfacing most closely with the position.

The Selection Committee will review the list of finalists and be required to sign a *Confidentiality and Conflict of Interest Form* (Appendix A) prior to the interview, to ensure that all candidates will be treated fairly and consistently throughout the process. Pursuant to the District Nepotism Policy, all personal relationships with applicants will be disclosed on the *Confidentiality and Conflict of Interest Form* which will be provided to the Recruitment Coordinator.

Selection Committee Responsibilities

The Selection Committee members will be responsible for the following:

1. Support the pursuit of diversity;
2. Respect the work of the Search Committee by interviewing every applicant forwarded by the Search Committee for consideration (unless the applicant declines the invitation to interview);
3. Develop an interview schedule that is sensitive to the needs of applicants and the needs of every member of the Selection Committee;
4. Discuss and develop job related interview questions, including scenario questions;
5. Treat each applicant equitably, respectfully, and conscientiously;
6. Honor the confidentiality and integrity of the process.

V. SELECTION PROCESS

The Selection Committee will conduct final interviews and discuss strengths, weaknesses, and opportunities for growth for each candidate. The hiring manager will select the candidate he/she determines is best suited for the position.

After a candidate is selected, the following will occur:

1. Reference checks will be conducted prior to notifying the successful candidate.
2. The hiring manager will confirm the candidate's acceptance and start date, contingent upon Board approval.
3. Salary placement for the selected candidate will be recommended by the College President, or if above mid-range, the Vice Chancellor of Human Resources, following a review of salary history.
4. If the position is at the college level, the College President will be notified prior to notification to the District Office of Human Resources.
5. If the position is at the District level, the Vice Chancellor of Human Resources will be notified of the selected candidate.
6. All recommendations for manager appointments and salary placement will be forwarded to the Chancellor for recommendation to, and authorization by, the Board of Trustees.
7. Upon notification by the hiring manager that a candidate has accepted the position, the College Director of Personnel Services or Manager of Recruitment Services will notify the remaining candidates in writing of the hiring decision.
8. In the event the successful candidate does not accept the offer of employment, the hiring manager in consultation with the Selection Committee, College President, appropriate Vice Chancellor (for District level positions), or designee, will determine the next action to be taken.
9. If after the conclusion of the final interviews the hiring manager determines that there is not a sufficient match between finalists and the needs of the college or District, the hiring manager will discuss his/her decision to not employ one of the finalists with the Selection Committee, and inform the Search Committee.

Note: Infractions reported by Search and Selection Committee members will be investigated by the Director of Personnel Services or Director of Human Resources and reported to the College President, and/or the Vice Chancellor of Human Resources, for appropriate corrective action, including stopping or invalidating the process, if warranted. Candidates alleging discrimination will be informed of their rights to file complaints and seek remedy through the EEOC or DFEH.

414
415 **VI. SEARCH COMMITTEE COMPOSITION**
416

417 **VICE PRESIDENTS**
418

419
420 The composition of the Search Committee for the position of Vice President, as specified
421 below, will be broadly reflective of the college community, and include departments
422 within the scope of assigned responsibility for the manager being hired:
423

- 424
- 425 • Two (2) faculty representatives appointed by the Academic Senate
 - 426 • One (1) faculty representative appointed by the Coast Federation of Educators (CFE),
preferably from the impacted college
 - 427 • One (1) part-time faculty representative appointed by the Coast Community College
428 Association/California Teachers Association (CCCA), preferably from the impacted
429 college
 - 430 • One (1) classified representative appointed by the Coast Federation of Classified
431 Employees (CFCE), preferably from the impacted college
 - 432 • One (1) classified or confidential representative appointed by the President of the
433 college in consultation with Classified Council or the Association of Confidential
434 Employees (ACE)
 - 435 • One (1) student representative, contingent upon student interest in the position and
436 availability to serve, appointed by the college's associated student government
 - 437 • One (1) management representative appointed by the Coast District Management
438 Association (CDMA), preferably from the impacted college
 - 439 • Two (2) management representatives appointed by the College President
- 440
441
442

443 **TOTAL: 10 Members**
444

445 *The Search Committee chair will be elected by the members of the committee.*
446

447
448 Ex-Officio/Advisor: College Director of Personnel Services, or designee, or the
449 Administrative Director of Human Resources or designee to serve as the non-voting EEO
450 Recruitment Coordinator
451

452 **VII. SEARCH COMMITTEE COMPOSITION**

453
454 **EDUCATIONAL ADMINISTRATORS**
455 **(Below VP Level)**
456

457
458 The composition of the Search Committee for Educational Administrators, as specified
459 below, will be broadly reflective of the college community, and include departments
460 within the scope of assigned responsibility for the manager being hired:
461

- 462
- Two (2) faculty members appointed by the Academic Senate*
 - One (1) faculty representative appointed by the Coast Federation of Educators (CFE), preferably from the impacted college*
 - One (1) part-time faculty representative appointed by the Coast Community College Association/California Teachers Association (CCCA), preferably from the impacted college*
 - One (1) classified representative appointed by the Coast Federation of Classified Employees (CFCE), preferably from the impacted college
 - One (1) classified or confidential representative appointed by the Classified Council in consultation with the Association of Confidential Employees (ACE)
 - One (1) management representative appointed by the Coast District Management Association (CDMA), preferably from the impacted college
 - Two (2) management representatives (at least one Division Dean) appointed by the College President*
 - One (1) student representative, contingent upon student interest in the position and availability to serve, appointed by the College's associated student government, who is preferably enrolled in classes in the division in which the administrator is being hired
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481
482 **TOTAL: 10 Members**
483

484 *Note for recruitment of Deans working in Divisions with a minimum of three (3) full-
485 time faculty members: If constituent group appointments do not result in three (3) faculty
486 representatives from the Division, the hiring manager will request one (1) additional
487 appointment be made by the Academic Senate; and the Senate will appoint one (1)
488 additional faculty representative from the Division. The hiring manager will also,
489 concurrently, appoint one (1) additional manager.
490

491
492 *The Search Committee chair will be elected by the members of the committee.*
493
494

495 Ex-Officio/Advisor: College Director of Personnel Services, or designee, or the
496 Administrative Director of Human Resources or designee to serve as the non-voting EEO
497 Recruitment Coordinator

VIII. SEARCH COMMITTEE COMPOSITION

CLASSIFIED MANAGERS

The composition of the Search Committee for Classified Managers will consist of a minimum of five members, broadly reflective of the college or District, selected from constituent groups as indicated below:

- One (1) management representative appointed by the hiring manager
- One (1) management representative appointed by the Coast District Management Association (CDMA)
- One (1) classified representative appointed by the Coast Federation of Classified Employees (CFCE)
- One (1) classified representative appointed by Classified Council, preferably from the impacted department
- One (1) confidential representative appointed by the Association of Confidential Employees (ACE), contingent upon ACE's interest in the position*
- One (1) faculty representative appointed by the Coast Federation of Educators (CFE) contingent upon faculty interest in the position*
- One (1) faculty member appointed by the Academic Senate contingent upon faculty interest in the position*
- One (1) part-time faculty representative appointed by the Coast Community College Association/California Teachers Association (CCCA), contingent upon CCCA interest in the position*
- One (1) student representative appointed by the college's associated student government, or in the case of the District Office, selected by the District Student Council, contingent upon student interest in the position and availability to serve, *

TOTAL: *5-9 Members

*If this position does not have routine interaction with students or faculty at large, membership on the committee may be adjusted accordingly. However, if there are only four (4) initial appointees to the Search Committee, the hiring manager will make an appointment from a group not already represented, to ensure broad representation and a minimum of five (5) committee members.

The Search Committee chair will be elected by the members of the committee.

Ex-Officio/Advisor: College Director of Personnel Services, or designee, or the Administrative Director of Human Resources or designee to serve as the non-voting EEO Recruitment Coordinator

IX. Acting Management Appointment Guidelines

The following guidelines serve as a framework for making an immediate appointment to management positions that need to be filled on a short-term, temporary basis as a result of unforeseen circumstances such as illness, leaves of absence, etc.

More specifically, an **Acting appointment** is a temporary appointment to act as a substitute where the incumbent remains employed in the position but is not available to fulfill the responsibilities due to an emergency, illness, approved leave of absence, administrative leave, or back-filling for an administrator serving in an interim assignment. In such circumstances, another employee of the Coast Community College District (District), or potentially an independent contractor, may serve in an acting capacity for the time necessary to allow the incumbent to resume or vacate the position.

Qualifications and Scope of Authority

An acting appointee must meet minimum qualifications for the position including any job specific requirements mandated by law. Those serving in an acting capacity will be vested with the same scope of authority and responsibility as regular appointments. The rate of pay for such appointments will be in accordance with the rates established for the position being held.

Process for Making Acting Appointments

1. Acting appointments will be for the time necessary to allow the incumbent to resume or vacate the position.
2. Appointments will be made by the senior manager with approval of the College President or Vice-Chancellor of Human Resources, whichever is applicable. Acting appointments resulting in an increase in compensation will require the approval of the Board of Trustees.
3. The appointed manager will possess a general understanding of the operations and functions of the department, and demonstrated leadership ability.

X. Interim Management Appointments

Recruitment and Selection Guidelines

The following guidelines serve as a framework for management positions that need to be filled on an interim basis as a result of circumstances such as sudden resignation, death, failed searches, etc., where an accelerated selection process is required to fill an immediate need.

An **interim appointment** is a temporary appointment to a management position that has been vacated and deemed necessary to fill on an interim basis until a permanent appointment is made. An interim appointment will be made through a recruitment process. An interim appointee will serve for the time necessary to allow for full and open recruitment for the position, provided that the interim appointment or series of interim appointments will not exceed the time period allowed under Title 5. Interim appointees may be current District employees or may be from outside the District.

Qualifications and Scope of Authority

An interim appointee must meet minimum qualifications for the position including any job specific requirements mandated by law. Those serving in an interim capacity will be vested with the same scope of authority and responsibility as regular appointments. The rate of pay for such appointments will be in accordance with the rates established for the position being held.

Options for Interim Recruitment and Selection

1. **Internal Recruitment** – A vacant position may be filled, through a recruitment process outlined below, on a temporary basis by an individual currently employed by the District. The selected candidate will be someone who is specially trained, experienced, and/or competent to serve in an interim capacity, based on fulfilling the minimum qualifications for the position as defined by the Board of Governors of the California Community Colleges, Title 5 Regulation, licensing agencies, approved job specifications, and/or Policies of the District Board of Trustees.
2. **Full Recruitment** – A vacant position may be filled on a temporary basis by an internal or external candidate, hired for the position, as the result of an open recruitment process as outlined below. The selected candidate must be trained, experienced, and competent to serve in the position and must satisfy the minimum qualifications for the position as specified in Option 1 above. Such temporary appointments will serve as District employees through the term of the assignment (Educational Administrators will serve through an interim employment agreement), as authorized by the Board of Trustees.
3. **Independent Contractor** – In accordance with Section 53021(c)(7) of Title 5 Regulations, a vacant position may be filled on a temporary contractual basis by an individual not

employed by the District, who is specially trained, experienced, and competent to serve in the position, and who satisfies the minimum qualifications for the position as specified in Option 1 above. Appointments may be made following a failed search or based on an urgent requirement, at the discretion of the College President or Chancellor as applicable. Such appointees must serve the District through a professional services contract (independent contractor agreement), with payment terms and services to be rendered specified in the contract as approved by the Board of Trustees.

Process for Making Interim Appointments

Recruitment

1. The hiring manager will draft an assignment description that includes purpose, essential duties, qualifications, duration, and compensation of the position, and will allow opportunity for input by the Search Committee prior to submission to the Vice Chancellor of Human Resources for approval. The Academic Senate (for the respective Vice Presidents and Educational Administrators) will be offered five (5) work days to review a draft of the job specification and announcement to suggest modifications to the Search Committee.
2. Once the interim position/assignment is approved, the District Office of Human Resources will announce the position, for internal or full recruitments, using web-based resources.
3. Interested candidates will have ten (10) work days to apply.
4. Candidates will be required to submit application materials in the manner identified on the job announcement. At a minimum, materials will include a letter of interest, résumé, and references.

Evaluation of Candidates

1. A Search Committee will be established as outlined in the section entitled, "Search Committee Formation and Responsibilities."
2. The Search Committee and the hiring manager will review the list of applicants and be required to sign a *Confidentiality and Conflict of Interest Form* (Appendix A) to ensure that all candidates will be treated fairly and consistently throughout the process. Pursuant to the District Nepotism Policy, all personal relationships with applicants will be disclosed on the *Confidentiality and Conflict of Interest Form* which will be provided to the EEO Recruitment Coordinator.
3. The Search Committee will review application materials submitted by the stated deadline and select candidates for interview.

- 670 4. Interviews will be conducted by all the members of the Search Committee. The
671 committee will decide, in advance of the interviews, the questions to be asked of
672 candidates.
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674 **Selection and Appointment**

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676 1. After deliberation, the Search Committee will recommend no fewer than three (3)
677 candidates, unranked, to the hiring manager.
678
679 2. If the Search Committee is unable to recommend a minimum of three (3) finalists, the
680 hiring manager will meet with the full committee to discuss and explore alternatives.
681 Alternatives would include: (a) an agreement, based on additional or clarifying
682 information from the hiring manager, that the committee will re-evaluate the current pool
683 for possible continuation of the process; (b) an agreement to proceed with fewer than
684 three (3) finalists; (c) a determination of the need for a new search; or (d) a determination
685 to discontinue the process. If the committee and the hiring manager do not reach
686 agreement on how best to proceed, the Vice Chancellor of Human Resources will be
687 consulted and will assist in making the final determination.
688
689 3. When the Search Committee and the hiring manager reach agreement regarding the
690 number of finalists, the hiring manager will select the candidate he/she determines is best
691 suited for the position from the list of forwarded finalists.
692
693 4. If the hiring manager determines that there is not a sufficient match between candidates
694 and the needs of the college or District, the manager will notify the Search Committee of
695 his/her decision to not employ one of the finalists.
696
697 5. When a candidate is selected, the candidate's appropriate paperwork is submitted to the
698 District Office of Human Resources to prepare the hiring recommendation to the Board
699 of Trustees for approval.
700
701 6. Following the final selection, successful and unsuccessful candidates will be notified in a
702 timely manner.
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704 **Search Committee Formation and Responsibilities**

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706 Search Committees for interim positions will consist of a minimum of four (4) members. All
707 constituency groups outlined in item #5 (below) will be contacted. If there are fewer than
708 four (4) initial appointees to the Search Committee, the hiring manager will make an
709 appointment, from a group not already represented, to ensure broad representation and a
710 minimum of four (4) committee members.
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- 712 1. The Chair will be elected by the Search Committee.
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714 2. Search Committees should reflect diversity and support the pursuit of diversity
715 throughout the process.

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3. The composition will also be representative of constituent groups to ensure broad based input.
 4. The composition of the committee must be discussed with the designated campus or District EEO Recruitment Coordinator or designee, or in his/her absence the appropriate administrator or designee.
 5. Appointments of committee members will be made by constituency groups, as indicated below, within five (5) work days of the request.
 - One (1) Management appointment made by the hiring manager
 - One (1) Management appointment made by CDMA
 - One (1) CFE appointment
 - One (1) CFCE appointment
 - One (1) Academic Senate appointment for Educational Administrators and Vice Presidents, and for classified manager positions having routine contact with faculty (contingent upon faculty interest in the position)
 - One (1) CCCA appointment for Educational Administrators and Vice Presidents, and for classified manager positions having routine interaction with part-time faculty (contingent upon CCCA interest in the position)
 - One (1) Student for positions having routine contact with students, (contingent upon student interest in the position and availability to serve)
 6. If four (4) representatives have been appointed and a remaining constituency group does not assign a representative by the deadline, that group will forfeit participation in the search process.
 7. All Search Committee members will be voting members. An EEO Recruitment Coordinator will serve as a non-voting advisor to the Search Committee.
 8. In order to serve as a member of a Search Committee, a committee member must commit to participating in each phase of the process.
 9. Search Committee members will honor the accelerated timelines in order to ensure timely selection.

753 Search Committee members must commit to honoring the confidentiality and integrity of the
754 process, during and after conclusion of the process.
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